



## 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

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### REGULAR MEETING

CITY OF CALLAWAY BOARD OF COMMISSIONERS  
TUESDAY, JULY 26, 2016 – 6:00 P.M.  
CALLAWAY ARTS & CONFERENCE CENTER  
500 CALLAWAY PARK WAY  
CALLAWAY, FL 32404

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### AGENDA

#### CALL TO ORDER

#### INVOCATION & PLEDGE OF ALLEGIANCE

#### ROLL CALL

#### PRESENTATIONS / PROCLAMATIONS

- **Presentation** Employee of the Month Robert Piercy
- **Presentation** Yard of the Month Heritage Funeral Home – Justin Kent, Owner
- **Presentation** Code Enforcement Board Tony Mullinax, Chairman
- **Presentation** Bay County Sheriff's Office Lt. Michael Branning
- **Presentation** MCCi Online Payment Scott McChesney

#### 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

- **June 27, 2016** Budget Workshop
- **June 27, 2016** Regular Workshop
- **June 28, 2016** Regular Meeting
- **July 18, 2016** Special Meeting

#### CONSENT AGENDA

- Item # 1 Financial Update** – “Budget-in-Brief” – City Manager
- Item # 2 Budget Transfer** – Solid Waste – City Manager
- Item # 3 Budget Transfer** – Fire Department – City Manager

#### PUBLIC HEARING(S)

- Item # 4 Ord. No. 969 Fair Housing Code** – City Manager

## REGULAR AGENDA

- Item # 5 **Ord. No. 967 Prohibiting Vehicles on Lawns** – City Manager
- Item # 6 **Resol. No. 16-20 Agenda Schedule** – Mayor Pelletier
- Item # 7 **Resol. No. 16-21 Purchasing Policy & Procedure Manual** – City Manager
- Item # 8 **Certification of Maximum Millage Rate** – City Manager
- Item # 9 **Telecommunication Services RFP CM2016-04** - Award of RFP – City Manager
- Item #10 **Lock Box Costs** – Review and Discussion - Mayor Pelletier
- Item #11 **GPS for City Vehicles** – Commissioner Covey
- Item #12 **Monthly Newsletter** – Commissioner Covey
- Item #13 **Ordinance No. 968 – Garbage Placement** – Discussion – Commissioner Covey
- Item #14 **Solid Waste Grinding & Hauling RFP** – City Manager

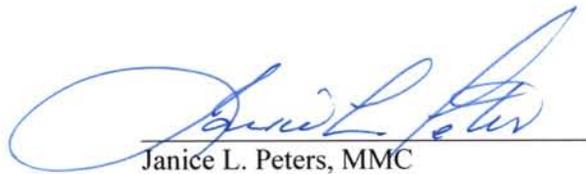
## COMMISSION COMMENTS

## ANNOUNCEMENTS

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

- July 27, 2016                      10:00 A.M.      Budget Workshop
- July 28, 2016                      6:00 P.M.      Code Enforcement Board Meeting
- August 22, 2016                    6:00 P.M.      Regular Workshop
- August 23, 2016                    6:00 P.M.      Regular 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 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

*June 2016*

*Presented to*

*Robert Piercy*

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

\_\_\_\_\_  
*Mayor*

\_\_\_\_\_  
*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.

## Heritage Funeral Home

Mr. Justin Kent, Owner

247 NORTH TYNDALL PARKWAY

PRESENTED THIS 26<sup>th</sup> DAY OF JULY, 2016

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY MANAGER

**CITY OF CALLAWAY  
BOARD OF COMMISSIONERS  
BUDGET WORKSHOP MINUTES  
JUNE 27, 2016 – 4:00 P.M.**

The Callaway Commission met in workshop session with Bob Pelletier, Mayor, Pam Henderson, Mayor Pro tem, and Commissioners Melba Covey, Ron Fairbanks and Joseph 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; Oscar Martinez, Public Works Director and Lisa Koepke, Assistant to the City Manager.

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

**REGULAR AGENDA**

**FY2017 Budget – First Review of Proposed Draft**

The General Fund Summary for FY2017 dated June 1, 2016, was reviewed. Mayor Pelletier recommended going through the budget by fund.

**GENERAL FUND SUMMARY**

**Revenues/Sources**

Commissioner Henderson noticed property taxes are budgeted at an increase. City Manager Fuller advised he will not know anything until July but estimates are that there will be a slight increase in property values. He noted that those figures come from the Property Appraiser's Office.

Commissioner Henderson was surprised at the decrease in Impact Fees, Special Capital Fees and Charges for Services. City Manager Fuller advised these Charges for Services are for Leisure Services; Water and Sewer will be listed under the Enterprise Funds.

Mayor Pelletier asked why numbers are still being used from March. City Manager Fuller advised March is the last month that had been reconciled at the time of the draft budget.

- Public Service Taxes/Franchise Fees - It was noted that there was a one-time \$200,000 refund paid to the City from Gulf Power, not reflected in this draft. City Attorney Obos advised that all Public Service Taxes are at the maximum of 10% per Ordinance.
- Stormwater Fee Account - City Manager Fuller indicated a \$1.00 stormwater fee is collected and accounted for in the General Fund. He confirmed there is a separate account for this.
- Transportation Impact Fees –These fees were waived
- Other Licenses & Permits - The City Manager will notate what is included but feels this may be for land clearing, etc.
- Grant & Revenues – Federal Grant – Storms & Floods - City Manager Fuller advised the Berthe Street grant money from FEMA is not shown yet because it was just obligated and has not been obtained yet.
- Alcoholic Beverage Licenses - Finance Director Waldrip advised this revenue is received once a year from the state and should be projected at \$3,500.
- Local Government ½ Cent Sales Tax - This revenue comes from the State. The City will also from the County's proposed tax which will only be able to be used for infrastructure.

- Voluntary Park Fees - These fees have been eliminated from the balance of utility bills. Other efforts will be made to let citizens know they can make contributions separately. It will be put on the Newsletter and as a separate note on the utility bill.
- Certify, Copy, Research - \$100 proposed - City Clerk Peters explained the fees associated with records requests.
- Fire Protection Services - City Manager Fuller advised this amount is paid to the City by Bay County. The amount reflected of projected amounts, he expects the final amounts to be more.
- Penalties - Finance Director Waldrip indicated these are penalties assessed when stormwater fees are not paid on time.
- Other Charges for Services – City Manager Fuller will notate what these charges are.
- Court Fines – Finance Director Waldrip indicated these are court related fees collected by Bay County.
- Rents – Other - City Manager Fuller advised these are fees collected for rental of the Community Center and Cellphone Tower lease fees.
- Insurance Proceeds - City Manager Fuller advised this money received from claims.

## **EXPENDITURES/USES**

### **City Commission**

Commission benefits was reviewed relating to FRS and insurance. It was noted that no benefits are being received by current Commission. The current resolution authorizing benefits can be rescinded since no one on Commission is receiving benefits at this time.

- Travel & Per Diem - City Manager Fuller noted these are fees for two Commissioners to attend the IMO. Commissioner Covey thought three may be going. City Manager Fuller will adjust the amount to \$2,500 and Education to \$2,000.
- Other Legal Fees - City Manager Fuller advised this is for HR Legal fees. City Attorney Obos advised their firm is now providing this service. This will be integrated into the City Attorney Fees line item.
- Insurance – Director Waldrip Indicated this is Liability Insurance, which will be notated.
- Office Supplies – Commissioner Covey requested supplies be provided in the Commissioners office, specifically red pens.
- Information Technology – Mayor Pelletier asked about the increase of \$8,170. City Manager Fuller advise there were reviews of services not covered by the contract, such as e-mail services. This includes IT services for all departments. City Manager Fuller will document the increase. City Manager Fuller reviewed equipment replaced and advised this costs anticipates equipment replacement for the next Fiscal Year as well.

### **City Manager**

- Overtime – Mayor Pelletier asked if the \$2,300 is for the Assistant to the City Manager. City Manager Fuller advised the projected overtime is in line with the new federal requirements for salaried employees who make less than \$47,000 per year and is a benefit to him for her to be here. Commission consensus was that the Assistant to the City Manager is not needed at Commission meetings, thereby alleviating that overtime.
- Regular Salaries – Commissioner Fairbanks asked about the reduction in salaries. City Manager Fuller advised the HR position salary was moved to General Government under the City Clerk's office.

- Travel & Per Diem – Commissioner Covey asked if this amount is for two people or three. City Manager Fuller advised it is mostly for his travel.
- Uniforms – Commissioner Covey pointed out that uniform allowance had been taken out of the budget except for employees that will be interacting with the public. She asked what the \$150 is for. City Manager Fuller advised it will be for him to order shirts with the City's logo.
- Other Current Charges – City Manager Fuller will notate what this is for.
- Office Supplies & Small Equipment – Finance Director Waldrip advised it is for the possible purchase of a tablet for the City Manager. City Manager Fuller indicated it is for anticipated needs. City Attorney Obos advised the City Manager can purchase whatever he needs within the budget allotment. City Manager Fuller recommended budgeting for all of Commission to get tablets. Commissioner Covey advised she likes her paper copies. City Manager Fuller will notate items included in this line item.

Finance Director Waldrip advised that on page 58 there is documentation of how many staff members are in each department with funding allocations.

Referencing the City Manager's budget, Commissioner Covey inquired as to the Bay County League of City's quarterly dinner costs. The City Clerk will check for billing practices and requirements.

## Finance

Mayor Pelletier referenced that there are no salary increases for any employees. City Manager Fuller advised there is a 3% increase budgeted to each department that will be given on a merit basis and attached to the annual evaluations. During discussion of this issue it was pointed out that the \$1,200 per employee given by Commission last year to alleviate costs of insurance for employees is more than the proposed 3% recommended. It was the consensus of Commission to allow the \$1,200 per employee again this fiscal year and eliminate the 3% optional increase until a policy can be put into place to address the issue.

Mayor Pelletier asked if there has been a contract finalized with Springbrook. City Manager Fuller indicated staff will move toward finalization of a contract.

- Other Contractual Services - Finance Director Waldrip reviewed this line item as documented in the notes.

Commission asked that the budget be produced on legal paper with the notes out to the side.

Commissioner Henderson, referencing Travel & Per Diem and Education, pointed out that there are increases in all departments. She asked that staff consider how much of this is necessary. City Manager Fuller advised the City had gotten away from equipping staff with the training for needed licensing. Commissioner Henderson felt that if a certification is required for the position those employees should already have those certifications with the City paying for them to maintain those certifications but not for training that is not really necessary. City Manager Fuller will review.

Cell phone allowances and overtime for Finance was also reviewed, as well as the number of employees in the Finance Department. The cell phone allowance for one person will be removed.

Finance Director Waldrip reviewed Accounting Auditing and Other Contractual Services. Pooled Cash procedures was reviewed as well. Director Waldrip clarified the acronyms under Books, Publications & Dues.

The Budget Workshop was adjourned at 5:55 to the Regular Commission Workshop and reconvened at 7:08.

Discussion of the Finance Department's budget continued with review of the expenses for office supplies, remodeling and lobby furniture, as well as uniforms for Utility Billing.

CAFR Certification – Finance Director Waldrip advised the City pays GFOA \$435 for the review. Commissioner Covey pointed out that the certificate received in which the City is recognized for good accounting practices is actually paid for by the City. Finance Director Waldrip advised they are paid to review the CAFR and the certificate represents that the financial statement is in the correct form. She indicated all cities get it if their review passes.

### **General Government/Administration**

- Education - Commissioner Henderson asked about the increase in Travel, Education and Per Diem. City Manager Fuller advised HR is now under General Government and her training is included in this, which was reviewed. Commission requested “required” be put by training that is required. The \$2,800 for education included HR, City Clerk and Records training.

Commissioner Covey reiterated that the budget to be discussed should be what was distributed, not a copy received the Friday before the meeting.

- Cell Phone Allowance – City Manager Fuller indicated it is for the HR person, which was discussed. City Clerk Peters stated she had given hers up.
- Overtime – City Manager Fuller advised the overtime is for the HR person with the new federal law, which was discussed. Commissioner Covey expressed a problem with people not getting their work done in and 8 hour day. Mayor Pelletier felt the process of payroll should be automated from the current manual process. The overtime process was reviewed.
- Other Contractual Services – Finance Director Waldrip advised all Springbrook costs in General Government has been moved to Finance.
- R & M – City Hall Roof Repair. City Manager Fuller advised a contractor will have to be hired. Commissioner Covey suggested staff find out the total replacement cost be procured, which City Manager Fuller will acquire.
- Printing & Binding – LDR – City Manager Fuller advised this is the Land Development Regulations, which has never been codified and added to the Code Book.
- Office Supplies and Small Equipment – Commissioner Covey asked about the increase. City Manager Fuller advised this is for the lobby renovations as well. Mayor Pelletier recommended a numbering system. Commissioner Townsend didn't recommend furniture at all since the side office will be to meet with citizens who need additional help.
- Books, Publications & Dues - City Manager Fuller advised those costs are for HR and the City Clerk's Office
- Janitorial Cleaning Contract – Commissioner Covey asked where in the budget these costs are listed. City Manager Fuller advised Other Contractual Services and costs are split between departments that receive the service. Leisure Services conducts their own cleaning.

## Code Enforcement

- Animal Control – Mayor Pelletier asked if the City has been notified of an increase. City Manager Fuller advised the budget is based upon projections received from Bay County. Mayor Pelletier recommended averaging of the history of line items. Commissioner Covey asked why in the last few months of the fiscal year there is the most costs submitted to the City. City Manager Fuller advised the bills are reviewed, pointing out the City is billed quarterly.
- Fuel & Lubricants – Mayor Pelletier reviewed costs and requested all departments reduce their projected budget based upon averaging of the history. City Manager Fuller has met with department heads concerning this and the revised budget will reflect this.
- R&M Buildings & Grounds – It was pointed out that the Code Enforcement building needs these maintenance and repairs to the floor, walls and toilet, due to settling. Mayor Pelletier advised getting estimates for repairs for proposed projects prior to submitting a draft budget.
- R&M Vehicles – City Manager Fuller addressed the request for tool boxes. Commissioner Covey asked if the employees are going to clean the trucks at a public facility or take them to Public Works. City Manager Fuller advised either way will cost. She reviewed the condition of the surplus truck purchased and asked why tool boxes are needed. City Manager Fuller advised for security of the tools, gloves, etc., that belong to the City.
- Planning Services – Commissioner Covey asked about approval of the \$15,000 for an RFQ for Planning Services. City Manager Fuller advises there is no budget for Planning Services. Four Planning Consultants were chosen for use on an as-needed basis. Commissioner Covey asked why the Code Enforcement Officer is doing these duties. City Manager Fuller advised to save money they are doing these services in-house as Planning and Zoning are intertwined with Code Enforcement.
- New Employee – Commissioner Covey addressed the request for a new employee. She wanted to see if the Administrative Assistants at Leisure Services and/or DPW can fit any time into their schedule to help out in Code Enforcement instead of hiring another person. City Manager Fuller advised Code Enforcement needs an Administrative Assistant full time. He advised there is no in-house help available. The Code Enforcement Officers spend a lot of time in the office answering phones, processing investigative reports, mailing notices, etc. This would help keep the Code Enforcement Officers on the street. Mayor Pelletier polled Commission and the consensus was to deny the position pending facts. City Manager Fuller will provide.
- City Attorney Fees – The process and filing of liens was reviewed. Commissioner Covey asked about adding the liens to the property taxes. City Manager Fuller advised a resolution will need to be brought to Commission for the process.
- Operating Supplies – Commissioner Covey questioned the budgeting of tools every year. City Manager Fuller advised things wear out and staff needs to have the funds to purchase new ones.
- Education – City Manager Fuller advised staff is trying to reduce these cost where possible.

## Fire Department

- Machinery & Equipment – 911 Radio System - \$360,000 City Manager Fuller advised this should be put on a 5-year schedule beginning in 2018. Fire Chief Joyner reviewed. City Manager Fuller advised the system is subject to the County's system, who went out for and RFP, which is being challenged.

- Improvements Other Than Buildings - \$10,000 – Mayor Pelletier asked for an explanation of these charges. Fire Chief Joyner advised it is for a pole barn to shelter equipment currently sitting in the sun. City Manager Fuller pointed out that the \$10,000 and the \$6,445 amounts are for the same thing so the \$10,000 amount will be removed.
- Staff – Mayor Pelletier advised, considering the loss of staff versus the cost to the City to train firefighters, Commission should consider pay raises for them.
- Utility – Commissioner Covey asked about the 5% increase. Fire Chief Joyner advised it is for water/sewer/electric/gas usage.
- ISO/Education – Fire Chief Joyner reviewed the educational requirements, as well as physical fitness requirements. Commissioner Covey felt an outside source should be used for physical fitness training. Fire Chief Joyner advised any other fire department can provide those agility tests. Currently the state certifies firefighters.

## Streets

- Other Contractual Services – Mayor Pelletier asked what included in this line item. City Manager Fuller advised tree cutting, road grading, seasonal temp employees, and janitorial services. Mayor Pelletier again referenced historical averaging. City Manager Fuller will review.
- Group Insurance – Mayor Pelletier asked about the \$16,000 increase from prior year. City Manager Fuller advised this includes allotment for vacancies of 10%. Finance Director Waldrip reviewed further.
- R&M Machinery & Equipment – City Manager Fuller advised this includes LED traffic signal replacement for barricades.
- Road Materials & Supplies – Commissioner Henderson asked if \$75,000 is enough. City Manager Fuller advised paving is a different line item. This includes painting and striping, signs and materials. Mayor Pelletier once again urged staff to budget using historical averaging.
- Vehicle - \$45,000 – City Manager Fuller advised this is for replacement of the #6 truck, a ¾ ton vehicle.
- ROW Mowing – Commissioner Covey asked why temps are still being budgeted for. City Manager Fuller advised there are multiple (3) employees out in Public Works.
- Boom Axe – Commissioner Covey asked where the 2<sup>nd</sup> boom axe is. Director Martinez advised it is getting a new clutch. She asked if the equipment should be replaced instead of continually repairing. Director Martinez does not know the total cost of repairs but will supply.
- Travel & Per Diem – Commissioner Covey asked for an explanation of the trade conference. Director Martinez advised some of his employees have never been to training of any kind and he felt more training on new products available to the City is needed as well as confined space training, asbestos, water/sewer, drainage, etc.
- Rentals & Leases - \$1,500 – Commissioner Covey asked what this is for. Director Martinez advised it is for different equipment needed that the City doesn't own specifically.
- R&M Vehicle – Anticipated Maintenance – Commissioner Covey asked why the \$6,000 increase. Director Martinez advised the city still has old vehicles and equipment to be maintained.
- Other Current Charges – Commissioner Covey asked about these charges. Director Martinez advised this includes dumpster fees, ads, etc.
- Books, Publications & Dues – Commissioner Covey asked about the large increase in budgeted funds. Director Martinez advised it is for Justin Hodges' Florida Stormwater Association Dues.

- Office Supplies & Small Equipment – Commissioner Covey asked about these costs. Director Martinez advised staff is working on an inventory.

### **Maintenance Shop**

- R&M Machinery and Equipment (Tools) – Commissioner Covey asked if there is an inventory of tools. City Manager Fuller advised there is not. Director Martinez indicated the plan is to purchase diagnostic systems equipment as staff is currently using personal diagnostic equipment. He will also work on inventory. City Manager Fuller advised much progress has been made in the organization of Public Works.

### **Leisure Services**

- Additional Personnel – Mayor Pelletier asked what has changed in Leisure Services to warrant hiring two new groundkeepers. City Manager Fuller advised one will be used for city-wide building maintenance. Director Legare advised two positions were cut in 2012 and positions were rearranged. The ground specialist is having to be used for mowing, weed eating, etc. He is short people as well at this time. The fields have to be mowed 2-3 times per week and building maintenance, which he does a lot of himself, is always an issue. Mayor Pelletier recommended and Commission consensus was to hire one groundskeeper and one maintenance person with the ability to help out with grounds keeping duties if needed.
- Overtime – Director Legare advised overtime may be able to be reduced with the additional personnel.
- Other Contractual – Director Legare advised Cobb Wynn's salary is included in this line item, which is about \$32,000. His time is recorded on a time log and he is paid through the temp agency a flat salary.
- IT Software & Equipment – All of the budget for IT is now under one line item for all departments.
- Gore Park – Commissioner Covey asked about the grant funding. City Manager Fuller advised the City has been awarded the funding but the proceeds have not been received. It is listed under the Capital Improvement Schedule. Commissioner Covey asked what is being done about the lights being turned on. Director Legare advised the lights have been secured.

### **CRA Fund**

Commissioner Covey asked what the balance of the CRA fund is. City Manager Fuller estimated about \$104,000. He advised the main focus is on funding stormwater projects. Currently the CRA is not generating a lot of funds.

### **Capital Improvement (CIP) Fund**

- Buildings – Storage Building Renovation – City Manager Fuller advised the building needs to be improved to provide proper storage for the city's documents. City Clerk Peters advised she would like to purchase fire proof filing cabinets for the permanent documents such as minutes, Ordinances and Resolutions. Mayor Pelletier, referencing the \$50,000 budgeted for the storage building renovations, recommended checking the storage facilities for fire proof and climate control storage costs. City Clerk Peters will check for costs.

Commissioner Covey asked if there are departmental totals for Capital Improvements. City Manager Fuller advised it is around \$206,000 transferred from General Fund.

## Water Fund

- R&M Distribution System – Discussion ensued of the Booster Station Tank repainting for \$25,000. Commissioner Covey revisited the issue of financials for Sandy Creek, again requesting those expenses relating to staff time expenditures. City Manager Fuller advised those had been provided. Mayor Pelletier asked why the tank is being maintained at all. City Manager Fuller advised it will eventually have to be used to address water pressure issues, especially if Eastern Shipbuilding gets the billion dollar Coast Guard contract. Director Martinez advised that, according to FDEP, the tank has to be inspected every 5 years. Part of the maintenance is cleaning and painting inside and outside. The vertical pump will need to be rebuilt at a cost of \$12,000.

Discussion ensued of the lack of vehicle replacement, maintenance, reduction of staff, and other issues that have not been addressed over the last 5 years, leading up to the current state of budget needs.

- Other Contractual Services – Commissioner Covey asked if the Redmon contract for solid waste collection is included in this line item. She advised the grinding is not being done and asked if they are out of money. City Manager Fuller advised it has been backed up for a couple of years because the budget was cut in 2013 so there has been a back log of debris to be processed. Director Martinez advised that line item also includes tipping fees.

City Manager Fuller advised staff is working on comparison of costs to see if it will be more cost effective for the city to purchase equipment to process the solid waste itself.

Commissioner Henderson recommended doing a budget amendment to catchup the backlog of debris.

This concluded discussion of the draft budget. Mayor Pelletier advised scheduling a separate meeting for the next Budget Workshop. July 27<sup>th</sup> was recommended to begin at 10:00 in the morning. Commission will make the decision at tomorrow's meeting.

### ADJOURNMENT

There being no further business, the meeting was adjourned at 9:50 p.m.

\_\_\_\_\_  
Janice L. Peters, MMC, City Clerk

Attest: \_\_\_\_\_  
Mayor

**CITY OF CALLAWAY  
BOARD OF COMMISSIONERS  
REGULAR WORKSHOP MINUTES  
JUNE 27, 2016 – 6:00 P.M.**

The Callaway Commission met in workshop session with Bob Pelletier, Mayor, Pam Henderson, Mayor Pro tem, and Commissioners Melba Covey, Ron Fairbanks and Joseph 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; Oscar Martinez, Public Works Director and Lisa Koepke, Assistant to the City Manager.

The meeting was called to order by Mayor Pelletier.

Mayor Pelletier indicated the Budget Workshop will resume after this Regular Workshop.

**CONSENT AGENDA**

**Financial Update** – “Budget-in-Brief” - No Discussion

**Budget Transfer** – Leisure Services

Mayor Pelletier asked if this is a transfer for work already done. City Manager Fuller reviewed the requested transfer. Director Legare indicated no, it will be done after approval, advising all IT equipment for this year has been purchased.

**Budget Transfer** – Multiple Departments

Commissioner Henderson asked who donated the vehicle. City Manager Fuller advised Bay County Sheriff's Department donated two vehicles. One is in Public Works and one is at City Hall. Commissioner Covey asked if it is worth the expense of having it. She asked for comparisons of costs, which City Manager will provide.

**Surplus** – Office Printers

City Clerk Peters reviewed the status of approved surplus disposal.

**Personnel Policy Change** – Annual Leave

The reasoning behind the requirement for the 40-hour vacation annually was reviewed. Commission consensus was to remove the requirement of taking the 40-hour vacation with time off without pay. The requirement will be for all employees following their first year of employment. It was implemented as a fraud-prevention measure.

**Local Agency Program (LAP) Agreement**

City Manager Fuller reviewed the agreement, which is for the construction of the sidewalk on Bob Little Road from 7<sup>th</sup> Street to Cherry Street.

**Property & Casualty Insurance RFP** - No Discussion

## **PUBLIC HEARING(S)**

### **Ordinance No. 968 – Garbage Placement**

It was noted that this will be the final reading. The dumping of trash by the apartment complex on 22 just before Tyndall Parkway was discussed. This ordinance will help with that problem. All the trash haulers for the City will be notified.

## **REGULAR AGENDA**

### **Ord. No. 967 Prohibiting Vehicles on Lawns**

Consensus was to move to July for first reading.

### **Ord. No. 969 Fair Housing Code**

City Manager Fuller reviewed that this is related to the CDBG grant and will give the City additional points in the application process.

### **Res. No. 16-14 Utility Billing Manual Update**

Commissioner Henderson asked if a payment plan is given is to a citizen required to sign an agreement. City Manager Fuller advised they are required to sign a form, which will be added to the manual.

### **Res. No. 16-16 Regions Banking Signatures**

### **Res. No. 16-17 Hancock Banking Signatures**

### **Res. No. 16-18 SunTrust Banking Signatures**

### **Res. No. 16-19 Florida Prime Investing Signatures**

Mayor Pelletier advised these resolutions changes signatories from the Mayor Pro tem to the Mayor. He indicated he will be spending time in the Finance Department over the next few months.

### **Telecommunication Services RFP CM2016-04**

Mayor Pelletier asked that this item be tabled until next month. City Clerk Peters will distribute a copy of the proposals received to Commission.

### **Advisory Board Appointments – Audit Committee**

City Clerk reviewed.

**Solid Waste**

Mayor Pelletier asked for the City Manager Fuller to review the numbers relating to accounts who don't subscribe to solid waste. City Manager Fuller was not aware that there were any, he felt the differences in accounts would be related to customers who are closing accounts or separate irrigation accounts. He will clarify. Mayor Pelletier wanted to discuss garbage at places where the customer has moved and left waste, but paid their current bill.

**Sewer System Study**

City Manager Fuller reviewed that all quotes received for the 6-month study came in at above what is allowed by state before having to issue an RFP and requested authorization to issue a formal RFP. Commissioner Covey wanted to make sure a qualified firm is selected. She asked if the recommended odor scrubber cannot just be installed. City Attorney Obos advised they could but there may be changes needed to the system to accommodate the recommended odor scrubber. Director of Public Works Martinez stressed that a study needs to be done. City Clerk Peters advised an RFP can be issued for a 2-week period and a Special Meeting can be called for award on July 18<sup>th</sup>. Commission consensus was to issue the RFP.

City Manager Fuller asked that the award of the Paving Project Bid be added to the agenda for the meeting on the next evening. Commission will review the item for consideration at the official regular meeting.

**ADJOURNMENT**

There being no further business, the meeting was adjourned at 6:53p.m.

\_\_\_\_\_  
Janice L. Peters, MMC, City Clerk

Attest: \_\_\_\_\_  
Mayor

**CITY OF CALLAWAY  
BOARD OF COMMISSIONERS  
REGULAR MEETING MINUTES  
JUNE 28, 2016 – 6:00 P.M.**

The Callaway Commission met in workshop session with Bob Pelletier, Mayor, Pam Henderson, Mayor Pro tem, and Commissioners Melba Covey, Ron Fairbanks and Joseph 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; Oscar Martinez, Public Works Director and Lisa Koepke, Assistant to the City Manager.

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

**PRESENTATIONS**

**Employee of the Month – Justin Hodges**

City Manager Fuller read the letter of recommendation in which Mr. Hodges was commended on his enthusiasm and work ethic. Commission presented Mr. Hodges with the Certificate of Recognition.

**30-Year Service Plaque**

City Manager Fuller read the award, presenting the plaque in appreciation of 30-years of service to the City of Callaway and commending Mr. Schroeder on his service.

**Yard of the Month – Ms. Pat Wesolowski**

Commissioner Henderson read the nomination for July. The Yard of the Month Certificate and sign will be delivered to Ms. Wesolowski as she was not in attendance.

**FY2015 Auditors Report – Angela Balent, Warren Averett**

Angela Balent of Warren Averett reviewed the final Auditors Report for fiscal year ending September 30, 2015, as referenced in Attachment A.

She advised the reason the audit was delayed was because the City was required to adopt a new accounting standard. All entities throughout the nation was required for the first time to record in their financial statements the unfunded pension liability. She is hopeful that the information will be provided by FRS in a more timely manner going forward.

Mayor Pelletier asked for confirmation that IT requirements have been resolved for 2014. Ms. Balent advised those issues were resolved in FY2015. She recommended a formal IT risk assessment audit by an independent third party.

Referencing page 7 regarding increasing utility services charges, Mayor Pelletier advised there has not been an increase. Ms Balent advised the increase is a result of increased consumption.

Mayor Pelletier reviewed pooled cash and balancing of books. Ms. Balent advised you have to balance daily and it is not a required process.

Mayor Pelletier advised an additional person is needed to cross check and help with reconciliations. Ms. Balent was in favor of segregated duties and adding another position.

Commissioner Covey requested an audit review workshop.

### Code Enforcement Board Report

Chairman Mullinax informed the Commission of the outcome of the cases heard by the Code Enforcement Board at their meeting on June 9, 2016, which covered May and June. There was discussion of clean and lean funds being added to the budget, along with consistency in dealing with property owners. City Manager Fuller will review the case of the non-property owner trying to work with a family member to improve violations.

### Bay County Sheriff's Office Report

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

Miles Patrolled	16,342	Traffic Stops	154
Calls for Service	1,200	Citations Issued	145
Arrests Made	69	Traffic Crashes	37

Lt. Branning updated Commission on the incidents of the vicious dog attacks, which was discussed. He indicated there is a list that documented vicious dogs are added to in the County which he will provide to the City Manager as received. Citizens were urged to report incidents of animal attacks.

Mayor Pelletier called for changes to the agenda and asked that Items #9 and #16 be tabled. City Manager Fuller asked that the award of the paving bid be added as Item #20.

#### Motion:

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

City Clerk Peters advised that Mr. Paul Bohac had submitted his application for the Audit Committee and asked that he be added to Item #17 for consideration of appointment.

### PUBLIC PARTICIPATION

Brigid Johnson, 7509 Melody Lane, stated that in last year's budget there was nearly \$100,000 approved for vehicles and equipment. She asked for an explanation of the \$300,000 for the Radio System and was informed that it was removed from the proposed 2017 budget. She also referenced other requested equipment and another pickup truck. She was informed of the 5-year plan to replace vehicles and equipment and was assured that there is no recommendation for a tax increase in the proposed 2017 budget.

Paul Bohac, 7010 Mike Lane, referencing the budget discussions, recommended Commission consider budget priorities for discussion, as well as how the City's resources could be used to improve the City in any way. He urged Commission to focus on using the budget development process to look at the existing problems of Solid Waste pickup, Stormwater Drainage, employee turnover because of low wages, unresolved financial issues dating back to 2014, Code

Enforcement and Technology issues. He asked Commission provide a list of budget priorities to City Manager for consideration and discussion.

## MINUTES

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

### **Motion:**

Motion was made by Commissioner Fairbanks and seconded by Commissioner Covey to approve the minutes as amended. Motion carried unanimously.

## CONSENT AGENDA

**Financial Update** – “Budget-in-Brief”  
**Budget Transfer** – Leisure Services  
**Budget Transfer** – Multiple Departments  
**Surplus** – Office Printers  
**Personnel Policy Change** – Annual Leave  
**Local Agency Program (LAP) Agreement**  
**Property & Casualty Insurance RFP**

### **Motion:**

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

## **PUBLIC HEARING(S)**

**Ordinance No. 968** – Garbage Placement

City Manager Fuller reviewed changes made to the Ordinance following Commission direction at the May 24<sup>th</sup> meeting of Commission.

City Attorney Obos read Ordinance No. 968 by title 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.**

Mayor Pelletier called for public input.

Ron Shaner, 5711 Kevin Circle, commented on commercial properties, specifically the apartments' mass amount of trash, asking why the City picks up their trash. City Manager Fuller advised apartments fall under residential accounts, which this ordinance pertains to.

Commissioner Covey referenced the apartment on Hwy. 22 near Tyndall Parkway and noted the City has five trash pickups available to choose from.

**Motion:**

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

**REGULAR AGENDA**

**Ord. No. 967 Prohibiting Vehicles on Lawns**

This item was tabled until the July meeting.

**Ord. No. 969 Fair Housing Code**

City Manager Fuller reviewed the Ordinance regarding fair housing in relation to the CDBG grant process. He advised adoption of this ordinance will bolster the City's CDBG application.

City Attorney Obos read Ordinance No. 969 by title as follows:

**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.**

**Motion:**

Motion was made by Commissioner Covey and seconded Commissioner Fairbanks for approval of Ordinance No. 969. Motion carried unanimously upon roll-call vote.

**Res. No. 16-14 Utility Billing Manual Update**

City Manager Fuller indicated Commission directed changes have been made and the payment plan form and verbiage has been added to the manual.

City Attorney Obos read Resolution No. 16-14 by title as follows:

**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.**

**Motion:**

Motion was made by Commissioner Covey and seconded by Commissioner Henderson for approval of Resolution No. 16-14. Motion carried unanimously upon roll-call vote.

**Res. No. 16-16 Regions Banking Signatures**

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

**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.**

**Motion:**

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

**Res. No. 16-17 Hancock Banking Signatures**

City Attorney Obos read Resolution No. 16-17 by title as follows:

**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.**

**Motion:**

Motion was made by Commissioner Covey and seconded by Commissioner Fairbanks for approval of Resolution No. 16-17. Motion carried unanimously upon roll-call vote.

**Res. No. 16-18 SunTrust Banking Signatures**

City Attorney Obos read Resolution No. 16-18 by title as follows:

**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.**

**Motion:**

Motion was made by Commissioner Covey and seconded by Commissioner Fairbanks for approval of Resolution No. 16-18. Motion carried unanimously upon roll-call vote.

## **Res. No. 16-19 Florida Prime Investing Banking Signatures**

City Attorney Obos read Resolution No. 16-19 by title as follows:

**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.**

### **Motion:**

Motion was made by Commissioner Covey and seconded by Commissioner Townsend for approval of Resolution No. 16-19. Motion carried unanimously upon roll-call vote.

### **Telecommunication Services RFP CM2016-04 Award**

This item was tabled until the July meeting.

### **Advisory Board Appointments**

City Manager Fuller reviewed the resolution adopting the board. The persons to be considered for appointment are:

Janice L. Peters, City Clerk	Employee Member
Steven Todd McGuire	Citizen Member
Paul Bohac	Citizen Member

### **Motion:**

Motion was made by Commissioner Covey and seconded by Commissioner Henderson for approval of the three appointments to the Advisory Board. Motion carried unanimously.

### **Solid Waste Discussion**

City Manager Fuller indicated there are approximately 32 differences on average relating to accounts that are being opened or closed. The policy is all water/sewer customers are required to purchase solid waste services as well. He indicated, and Commission agreed, that on move-outs, the solid waste should be picked up as well and he will speak with staff regarding this issue.

### **Sewer System Study**

City Manager Fuller and City Attorney Obos reviewed that quotes received for the study came in higher than expected and an RFP would need to be issued. City Clerk Peters advised the RFP has been issued for July 1<sup>st</sup>, closing on Friday, July 15<sup>th</sup>, to be followed by a special meeting on Monday, July 18<sup>th</sup> at 10:00 a.m. for award.

### **Motion:**

Motion was made by Commissioner Covey and seconded by Commissioner Henderson for approval. Motion carried unanimously.

## **RFP No. PW2016-05 Asphalt Paving Bid Award**

City Manager Fuller reviewed the item, recommending award to C.W. Roberts for the not-to-exceed amount of \$115,000 to include a budget amendment of \$5,560 from road materials and supplies to the paving line item.

### **Motion:**

Motion was made by Commissioner Covey and seconded by Commissioner Henderson for approval of issuing an RFP for the study. Motion carried unanimously.

## **COMMISSION COMMENTS**

### **Ron Fairbanks, Commissioner, Ward III**

#### Budget

Commissioner Fairbanks commended the Mayor and Commissions Covey and Henderson on their detailed review of the budget, urging department heads to be conservative when submitting budget requests as well.

### **Kevin Obos, City Attorney**

#### Ethics Training

City Attorney Obos advised there will be a second training session in Lynn Haven tomorrow beginning at 7:30 a.m. for those who may have missed the first one.

### **Bob Pelletier, Mayor**

#### Banking

Mayor Pelletier indicated that part of updating the banking records he would like to get approval of Commission to spend time in the Finance Department to review processes for reconciliation. He also wants to meet with banks regarding armored service. Commissioner Henderson advised an RFP had been established a year ago for those services, which Mayor Pelletier felt needed to be issued.

#### Time Clock System

Mayor Pelletier advised he will be reviewing different systems for consideration.

#### Money Counters

He will check to see if the current counters can be exchanged for ones that actually calculate amounts instead of just counting bills and checking for counterfeiting. Costs may be around \$1,500.

#### Barcode

Mayor Pelletier asked that staff move forward with replacement of the barcode readers.

### **Michael Fuller, City Manager**

#### Voluntary Park Fee

City Manager Fuller advised the language regarding this has been added to the back of the utility bill for voluntary donations via a separate check.

### City Hall Renovations

He advised the architect is near completion of the plans for this project.

### Utility Line Relocation Project

City Manager Fuller advised the re-boring has begun. Director Martinez indicated they will be tying in any day and public works will be turning off valves and hand-delivering all boil water notices.

### Mastec

He advised payment for the full amount of damages plus court costs was received.

### Referendum for Infrastructure Surtax

City Manager Fuller indicated Bay County approved a referendum for the November ballot for an Infrastructure Surtax to be used specifically for infrastructure, i.e., roads and drainage. Initial estimates are that the City could stand to receive nearly 1.4 million dollars the first year. It will last for a total of 10 years, after which it will sunset.

## **Pamn Henderson, Commissioner, Ward II**

### Board Meeting Updates

Commissioner Henderson gave updates on discussions of the meetings she attended that will have possible benefits to the City.

## **Melba Covey, Commissioner, Ward I**

### Sidewalks

Commissioner Covey thanked citizens who wrote letters to the TPO Board in favor of sidewalks for the City.

### Staff Appreciation

She thanked the staff of Public Works for their work on a Sunday regarding water issues, as well as the City Manager for addressing the Hwy. 98 expansion.

### Ethics Training

Commissioner Covey thanked Harrison Sale for providing Ethics Training, which she indicated was the best training she's ever had on the subject. She urged other city officials not to text her on any city-related issue because of public records regulations.

### Monthly Reports

She expressed appreciation for the monthly reports being received from department heads, which are very helpful to Commission. She would like to see the status of employee shortages that may affect services to the citizens, as well as downed equipment.

### Phone and WiFi at City Hall

Commissioner Covey asked for an update on the RFP for phone service. Mayor Pelletier reminded her that the item had been pulled for review and award at the July meeting. City Clerk Peters provided copies of the RFP to the Mayor and Commission.

Audit Review Workshop

Commissioner Covey asked to make a motion to set a time for an Annual Audit Workshop with the City Manager and staff to discuss the non-compliances and issues in the audit.

**Motion:**

Motion was made by Commissioner Covey and seconded by Commissioner Henderson to begin the July 25<sup>th</sup> workshop at 4:00 p.m. to include discussion of the audited financial statement for the fiscal year 2015. Motion carried unanimously.

**Budget Workshop**

City Manager Fuller asked if the budget is provided to Commission by Friday, July 15<sup>th</sup>, would that be enough time for Commission review for a workshop on Wednesday, July 27<sup>th</sup>. Commission felt this would be enough time for review.

Commission consensus was to set the meeting for 10:00 a.m. on Wednesday, July 27<sup>th</sup> for review of the FY2017 Budget.

**Janice L. Peters, City Clerk**

Double-sided Agenda Packet

City Clerk Peters asked for permission of Commission to double-side attachments to the agenda packets since they are now provided in binders. Commission consensus was in favor. Commissioner Covey expressed appreciation for the efforts of the Clerk's office in providing a bound and organized agenda packet.

Institute for Elected Municipal Officials (IEMO)

She advised Commission that the next conference of the IEMO is scheduled for October 7-9<sup>th</sup> in Tampa with a cost of \$1,182 per commissioner, to stay four nights beginning on Thursday, October 6<sup>th</sup> through Sunday, October 9<sup>th</sup> at 3:00 pm. Attendees would be returning on Monday since the conference ends at 3:00 pm on Sunday. Commissioners Fairbanks and Townsend indicated they will attend and City Clerk Peters will make those arrangements.

Agenda Processing

Mayor Pelletier would like the City Manager and City Clerk to revisit the resolution setting agenda processing to amend the timeline for providing the finished Agenda to Commission and the public to provide for a 7-day advance publication. He also noted the Agenda is Commission's responsibility to set and items can be put on the agenda by any Commissioner.

**ADJOURNMENT**

There being no further business, the meeting was adjourned at 8:26 p.m.

\_\_\_\_\_  
Janice L. Peters, MMC, City Clerk

Attest: \_\_\_\_\_  
Mayor

**CITY OF CALLAWAY  
BOARD OF COMMISSIONERS  
SPECIAL MEETING MINUTES  
JULY 18, 2016 – 10:00 A.M.**

The Callaway Commission met in workshop session with, 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; and Oscar Martinez, Public Works Director. Mayor Bob Pelletier was not in attendance.

The meeting was called to order by Mayor Pro tem Henderson, followed by a moment of silence and the Pledge of Allegiance.

### **Sewer Collection System Study**

City Manager Fuller reviewed the item and the submissions to the RFP issued pursuant to the Mediation Agreement for the study of the AWT Lift Station. He indicated the proposal is for a 6-month study and reviewed the three responses that were received.

- Bowker & Associates
- Webster Environmental
- Dewberry/Preble Rish

City Manager Fuller advised staff recommendation is to award the bid to Bowker & Associates for the base bid amount of \$84,390, which includes Task 1A costs of \$9,570.

Mayor Pro tem Henderson asked for a review of why staff chose Bowker & Associates. City Manager Fuller advised Bower & Associates are experts in their field, combined with the costs proposed in comparison with the other proposals received.

Commissioner Townsend asked if there was a reason the other two companies did not give a base bid? City Manager Fuller felt it was hard for the consultants to determine how long would be spent on the remaining tasks.

Commissioner Fairbanks asked if references were provided. City Manager Fuller advised references were received and he feels comfortable that Bowker & Associates will fulfill the obligations of the RFP.

Commissioner Covey reviewed the history leading up to the RFP. She requested a meeting with the City Manager, City Attorney, City Clerk and the Director of Public Works following the meeting regarding the RFP process.

Mayor Pro tem Henderson asked when Bowker can get started. City Manager Fuller advised within the month. City Clerk Peters indicated she will work with staff to put together the contract and Notice to Proceed within the week.

Commissioner Covey expressed concern that we are in the hottest months and the study should be done over the summer and winter months. City Manager Fuller agreed.

City Manager Fuller stated he is comfortable with Bowker & Associates' qualifications, reputation, expertise in the matter, as well as their cost proposal.

Mayor Pro tem Henderson asked if the funds were budgeted. Commissioner Covey advised \$513,000 was budgeted for possible purchase of the lift station, which didn't happen and the odor scrubber, as well as the refund from the AWT Partnership for around \$300,000. She advised she had called around for referenced on Bowker & Associates and they come highly recommended and she felt comfortable with the staff recommendation.

**Motion:**

Motion was made by Commissioner Covey and seconded by Commissioner Fairbanks for award of the contract for the Sewer System Study to Bowker & Associates. Motion carried unanimously upon roll-call vote.

City Manager Fuller advised staff will work on putting the contract together and reaching out to the consultant to begin the data collection work.

Mayor Pro tem Henderson thanked staff for their work on the RFP.

**ADJOURNMENT**

There being no further business, the meeting was adjourned at 10:16 a.m.

\_\_\_\_\_  
Janice L. Peters, MMC, City Clerk

Attest: \_\_\_\_\_  
Mayor Pro tem

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

DATE: JULY 26, 2016

ITEM: FINANCIAL UPDATE

1. **PLACED ON AGENDA BY:**  
    J. MICHAEL FULLER, CITY MANAGER  
**AND**  
    BEVERLY WALDRIP, DIRECTOR OF FINANCE

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 June 30, 2016.  
  
**ATTACHMENT:**  

- BUDGET-IN-BRIEF

5. **REQUESTED MOTION/ACTION:**  
  
For review only. No action required.

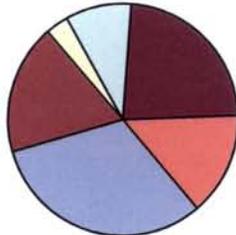


# CITY OF CALLAWAY

## Fiscal Year 2016

### BUDGET-IN-BRIEF as of June 30, 2016 75% of Year Elapsed

#### YTD-Citywide Expense Allocation



Operating 31.7%	Personnel Svc 18.2%
Non-Operating 3.2%	Transfers 9.3%
Principal Debt Pmts 23.3%	Capital 14.4%

#### General Fund Revenues

Revenues	Budget	Year-to-Date	%
Advalorem Taxes	1,003,362	1,016,249	101.3%
Other Taxes	1,918,340	1,463,146	76.3%
Permits, Fees, & Licenses	1,013,650	794,994	78.4%
Grants & Shared Revenue	1,948,165	1,356,326	69.6%
Service Charges	157,650	117,275	74.4%
Court Fines	4,400	2,106	47.9%
Interest & Other Earnings	4,550	3,032	66.6%
Rents & Royalties	59,500	33,970	57.1%
Sales of Fixed Assets	30,200	7,704	25.5%
Contributions & Donations	2,500	827	33.1%
Miscellaneous Revenue	300	1,036	345.3%
<b>Total Revenues</b>	<b>\$ 6,142,617</b>	<b>\$ 4,796,665</b>	<b>78.1%</b>

#### General Fund Expenditures

Expenditures	Budget	Year-to-Date	%
Executive (Commission)	58,648	38,858	66.3%
City Manager	233,719	173,021	74.0%
Finance	248,961	196,215	78.8%
Legal	110,000	65,989	60.0%
Planning & Code Enforcement	315,752	167,193	53.0%
Information Technology	69,150	43,329	62.7%
Elections	6,250	3,787	60.6%
General Government	309,311	183,552	59.3%
Law Enforcement	1,483,300	1,112,046	75.0%
Fire Department	1,069,608	806,945	75.4%
Streets	1,144,794	712,974	62.3%
Maintenance Shop	210,482	156,928	74.6%
Leisure Services	804,008	621,397	77.3%
Transfers	1,647,235	1,447,235	87.9%
Indirect Cost Allocation	(544,087)	(408,065)	75.0%
<b>Total Expenditures</b>	<b>\$ 7,167,131</b>	<b>\$ 5,321,404</b>	<b>74.2%</b>

#### General Fund Increase/Decrease to Fund Balance

	Budget	Year-to-Date
Incr / (Decr) to Fund Balance	(1,024,514)	(524,739)

#### 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	370,510	40.3%
Incr / (Decr) to Fund Balance	-	(7,414)	

#### Water Fund

	Budget	Year-to-Date	%
Revenues & Trfrs In	2,954,124	1,940,131	65.7%
Expenses & Trfrs Out	6,469,143	4,894,747	75.7%
Incr / (Decr) to Net Assets	(3,515,019)	(2,954,616)	

#### Sewer Fund

	Budget	Year-to-Date	%
Revenues & Trfrs In	4,359,200	3,170,254	72.7%
Expenses & Trfrs Out	9,002,654	3,143,079	34.9%
Incr / (Decr) to Net Assets	(4,643,454)	27,175	

2015 Bond principal contributions were not recorded as an expense.

#### Solid Waste Fund

	Budget	Year-to-Date	%
Revenues	581,800	439,001	75.5%
Expenses & Trfrs Out	519,259	373,476	71.9%
Incr / (Decr) to Net Assets	62,541	65,525	

#### Citywide Increase/Decrease to Fund Balance / Net Assets

	Budget	Year-to-Date
Incr / (Decr) to Fund Balance/Net Assets	(9,199,623)	(3,388,384)

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

DATE: JULY 26, 2016

ITEM: BUDGET TRANSFER – PUBLIC WORKS SOLID WASTE DIVISION

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

This is a request to move \$62,541 from the "Budgeted Increase to Reserves" line item 43-584-909-10 in the Solid Waste Fund to the "Other Contractual Services" expenditure line item 43-534-303-41 to account for additional grinding and hauling services. The amount budgeted in FY2015 212 not sufficient to cover the costs for increased debris tonnage, resulting in the deferral of is disposal. Due to the deferred disposal and continued increases in debris tonnage, additional costs are being incurred.

**ATTACHMENT:**

- BUDGET TRANSFER FORM

**5. REQUESTED MOTION/ACTION:**

Staff requests Commission approval of the budget transfer for additional grinding and hauling services.



## BUDGET AMENDMENT REQUEST

AMOUNTS IN WHOLE DOLLARS

Department Solid Waste 7/26/2016

Account #	Account Description	CURRENT Budget Amt	Requested Increase	Requested Decrease	REVISED Budget Amt	Explanation for Request
43-534-303-41	Solid Waste - Other Contractual Services	\$ 72,306	\$ 62,541	-	\$ 134,847	Move the "Budgeted Increase to Reserves" line item budget in the Solid Waste Fund to the "Other Contractual Services" expenditure line item budget to account for additional grinding and hauling services. The amount budgeted in FY 2015 was not sufficient to cover the costs for increased debris tonnage resulting in the deferral of its disposal. Due to the deferred disposal and continued increases in debris tonnage, additional costs are being incurred.
43-584-909-10	Solid Waste - Budgeted Incr to Reserves	\$ 62,541	-	\$ 62,541	-	
<b>Totals</b>			\$ 62,541	\$ 62,541		

**APPROVALS**

Department Head \_\_\_\_\_ Date: \_\_\_\_\_

City Manager \_\_\_\_\_ Date: \_\_\_\_\_

Commission \_\_\_\_\_ Date: \_\_\_\_\_

Finance \_\_\_\_\_ Date: \_\_\_\_\_

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

DATE: JULY 26, 2016

ITEM: BUDGET TRANSFER – FIRE DEPARTMENT

1. PLACED ON AGENDA BY:  
     J. MICHAEL FULLER, CITY MANAGER  
**AND**  
     DAVID JOYNER, FIRE CHIEF

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

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

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

This is a request for budget transfers within the Fire Department's approved budget as follows:

- An \$11,596 decrease in Line item 01-522-101-20 Fire – Personnel Services to account for the effect of vacancies which increases overtime, reduces tax exempt health insurance, and increases payroll taxes. The leave payout budget is also increased to cover an additional payout.
- A \$770 decrease in Line items 01-522-305-21 Fuel & Lubricants (\$650) and 01-522-304-40 Rentals and Leases (\$120) to cover the cost of adding \$650 to Line Item 01-522-101-55 Firefighter Supplemental Compensation and \$120 to Line Item 01-522-305-20 Operating Supplies to cover the cost of water cooler rental.

**ATTACHMENT:**

- BUDGET TRANSFER FORM

5. **REQUESTED MOTION/ACTION:**

Staff requests Commission approval of the budget transfer of \$12,366, as documented above.



## BUDGET Transfer REQUEST

Department Fire AMOUNTS IN WHOLE DOLLARS 7/26/2016

Account #	Account Description	CURRENT Budget Amt	Requested Increase	Requested Decrease	REVISED Budget Amt	Explanation for Request
01-522-101-40	Fire - Overtime	\$ 50,000	\$ 6,500		\$ 56,500	Transfer Fire Department personnel expense budgets between personnel line items to account for the effect of vacancies which increases overtime, reduces tax exempt health insurance and increase payroll taxes. The leave payout budget is also increased to cover an additional payout.
01-522-101-65	Fire - Leave Payout	\$ 1,342	\$ 636		\$ 1,978	
01-522-102-10	Fire - FICA	\$ 32,314	\$ 2,500		\$ 34,814	
01-522-102-11	Fire - Medicare Taxes	\$ 7,557	\$ 660		\$ 8,217	
01-522-102-20	Fire - Retirement Contributions	\$ 117,649	\$ 1,300		\$ 118,949	
01-522-101-20	Fire - Personnel Services	\$ 548,259		\$ 11,596	\$ 536,663	
<b>Totals</b>			<b>\$ 11,596</b>	<b>\$ 11,596</b>		

**APPROVALS**

Department Head \_\_\_\_\_ Date: \_\_\_\_\_  
 City Manager \_\_\_\_\_ Date: \_\_\_\_\_  
 Commission \_\_\_\_\_ Date: \_\_\_\_\_  
 Finance \_\_\_\_\_ Date: \_\_\_\_\_



# BUDGET TRANSFER REQUEST

Department 522 Fire Dept      2016      AMOUNTS MUST BE IN WHOLE DOLLARS

Account #	Account Description	CURRENT Budget Amt	Requested Increase	Requested Decrease	REVISED Budget Amt	Explanation for Request
01-522-305-21	Fuels & Lubricants	\$19,000.00		\$650.00	\$18,350.00	To cover cost of adding 1 firefighter to supplement fund
01-522-101-55	Firefighter Suppl Compensation	\$1,200.00	\$650.00		\$1,850.00	Not enough budgeted/ Add 1 firefighter
01-522-305-20	Operating Supplies	\$7,000.00		\$120.00	\$6,880.00	To cover cost of water cooler rental
01-522-304-40	Rentals and Leases	\$0.00	\$120.00		\$120.00	None budgeted
<b>Column TOTALS</b>		\$27,200.00	\$770.00	\$770	\$27,200.00	Total Increases MUST equal Total Decreases

## APPROVALS

Department Head SB      Date: 7/14/2016

City Manager [Signature]      Date: 7/14/2016

Finance \_\_\_\_\_      Date: \_\_\_\_\_

Systems Updated by: \_\_\_\_\_      Date: \_\_\_\_\_

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

**DATE:** JULY 26, 2016

**ITEM:** ORDINANCE No. 969 – FAIR HOUSING – 2<sup>ND</sup> READING – PUBLIC HEARING

**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 the second reading and roll-call vote.

**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 15. EFFECTIVE DATE.**

This Ordinance shall take effect immediately upon passage.

**PASSED, APPROVED and ADOPTED** as of this 26<sup>th</sup> day of July, 2016.

**CITY OF CALLAWAY, FLORIDA**

By: \_\_\_\_\_  
Bob Pelletier, Mayor

ATTEST: \_\_\_\_\_  
Janice L. Peters, MMC, City Clerk

PASSED ON FIRST READING: JUNE 28, 2016  
NOTICE PUBLISHED ON: JULY 15, 2016  
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:** JULY 26, 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.

This item was tabled at the last regular meeting in June.

**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 text **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 26<sup>th</sup> day of July, 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:

**VOTE OF COMMISSION:**

Covey \_\_\_\_\_  
Fairbanks \_\_\_\_\_  
Henderson \_\_\_\_\_  
Pelletier \_\_\_\_\_  
Townsend \_\_\_\_\_

\_\_\_\_\_  
Kevin D. Obos, City Attorney

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

DATE: JULY 26, 2016

ITEM: RESOLUTION NO. 16-20 - AGENDA FORMAT REVISION

**1. PLACED ON AGENDA BY:**

Bob Pelletier, Mayor

**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)

At the June 28<sup>th</sup> regular meeting of Commission, it was requested of staff to bring back a Resolution amending the timeline for processing and distribution of the Agenda. This Resolution backs up distribution by two days, giving Commission a 7-day period in which to review the packet for discussion and action at the Regular Commission Meeting.

**Attachment(s):**

- Resolution Nol. 16-20

**5. REQUESTED MOTION/ACTION:**

Staff recommends Commission approval of Resolution No. 16-20 upon roll-call vote.

## RESOLUTION NO. 16-20

### A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CALLAWAY, FLORIDA, ADOPTING COMMISSION MEETING PROCEDURES; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, at the February 24, 2015, meeting of City Commission, Commission adopted the schedule of one (1) meeting per month on the fourth Tuesday of the Month, with a Regular Workshop to discuss Agenda Items on the Monday immediately preceding the regular meeting; and

**WHEREAS**, municipalities must give "reasonable notice" of all public meetings pursuant to Section 286.011, Florida Statutes; and

**WHEREAS**, the City Commission of the City of Callaway desires to adopt an agenda format and meeting process which efficiently and thoroughly presents the City's issues to be discussed during its meetings; and

**WHEREAS**, rules for conducting City Commission meetings are necessary to promote proper and efficient decision making by the City Commission.

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

**SECTION 1.** The attached "EXHIBIT A" constitutes the glossary for Callaway Commission procedural Rules of Order and conduct at Commission meetings.

**SECTION 2.** Agenda items may be placed on the agenda only by Elected Officials and the City Manager.

**SECTION 3.** The Commission agenda shall be organized as follows, based upon timely submitted items:

- Call to Order
- Invocation & Pledge of Allegiance
- Roll Call
- Presentations & Proclamations
- Mayor's Comments
  - Includes call for additions, deletions, or requests for items to be pulled from the Consent Agenda for discussion.
  - Any Elected Official can request changes in the order Agenda items are called.
- Public Participation
- Approval of Minutes
- Consent Agenda
- Old Business
- Public Hearing(s)
- Regular Agenda
- Commission Comments
  - To include Commission, City Manager, City Attorney and City Clerk
- Announcements
- Adjournment

**SECTION 4.** The placement of items on Commission meeting agendas shall be submitted, with supporting documents and recommendations, to the City Clerk no later than 12:00 Noon on the Friday 10-days prior to the Regular Commission Meeting.

**SECTION 5.** The City Clerk will provide a draft agenda to the Commission and City Manager for review, additions and deletions on Friday afternoon of the 10-day deadline. Copies of supporting documents for items received after the deadline, but needing to be heard before the next scheduled Commission Meeting, may be provided to the Elected Officials up until the start of the regularly scheduled workshop immediately preceding the regular Commission Meeting

**SECTION 6.** In order to allow ample time for review, the final Agenda packet will be distributed to Commission and the public on Tuesday, 1-week before the regularly scheduled Commission Meeting.

**SECTION 7.** Public Participation is limited to 3 minutes per speaker and all comments shall be directed to the Mayor. Public Participation is non-transferrable except that the Mayor, with Commission consensus, may agree to collectively give one (1) speaker more than 3 minutes to speak on behalf of a large group on subjects of a controversial nature. The amount of time allowed will be set by the Mayor with consensus of Commission.

**SECTION 8.** In voting on a motion, to denote all in favor say "aye" dissenting votes say "nay". Any Elected Official can call for a roll-call vote. In a roll-call vote, the City Clerk will poll the Commissioners, Wards I-IV individually, with the Mayor having the last vote.

**SECTION 9. REPEALER.** All resolutions or parts of resolutions in conflict herewith are repealed to the extent of such conflict.

**SECTION 10. EFFECTIVE DATE.** This Resolution shall take effect immediately upon its passage.

**PASSED AND ADOPTED** this 26<sup>th</sup> day of July, 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

## EXHIBIT A

### CALLAWAY COMMISSION MEETING PROCEDURAL RULES OF ORDER GLOSSARY

<b>Add-on Item</b>	Requires a motion, second and unanimous vote, and will be treated as any other item.
<b>Agenda Item Withdrawal</b>	An agenda item may only be withdrawn by the originator of the item.
<b>Agenda Sequence</b>	Any Commissioner may request an agenda item be moved out of sequence, which does not require a vote, provided there are no objections from any other Commissioner.
<b>Conduct of Meetings</b>	The Mayor will chair all meetings. The Mayor Pro tem, in the absence of the Mayor, will chair meetings. In the absence of both the Mayor and Mayor Pro tem, the remaining three (3) Commissioners shall elect from among them, by verbal vote, who will chair that particular meeting.
<b>Emergency Meetings</b>	Shall be called only when circumstances deem that an issue or subject cannot be delayed to meet criteria set for regular or special meetings. Notification shall be by the most expedient means possible, preferably in writing, including media. Action must be taken on all agenda items.
<b>Recess</b>	Any Commissioner may request and receive a recess immediately preceding the next agenda item. This does not require a vote and is not debatable.
<b>Regular Meetings</b>	Regular meetings are scheduled as set forth in an annual meeting calendar Resolution. Regular meetings may only be cancelled or postponed by majority vote of the Commission.
<b>Special Meetings</b>	The Mayor, the Mayor Pro tem in his/her absence, or the consensus of any two (2) Commissioners can call or set a special meeting. Special meetings shall be announced no less than three (3) days before occurrence with written notice to each Commissioner being delivered in person, or electronically, whichever is appropriate. Action must be taken on all items and any item may be tabled without debate or vote required. A special meeting may be cancelled or postponed only by the requesting party.
<b>Tabled Agenda Item</b>	Any Commissioner may request an agenda item be tabled, which is not debatable and does not require a second. The request can be done at any time prior to voting and can only be done once on that specific item. A tabled item will automatically be placed on the agenda of the next regularly scheduled meeting, at which a motion, second, and majority vote must be made.
<b>Telephone Participation</b>	If not present, Commissioners shall not be allowed to participate in meetings via telephone or other electronic methods.

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

DATE: JULY 26, 2016

ITEM: RES. NO. 16-21 PURCHASING POLICY & PROCEDURE MANUAL

**1. PLACED ON AGENDA BY:**

J. Michael Fuller, City Manager  
And Beverly Waldrip, Director of Finance

**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 Purchasing Policy & Procedure Manual to Commission on April 28, 2016 by email and placed copies in mailboxes. Since that time, staff has been working on the Purchasing Card Policy (P-Card) which is now included in the attached manual. (Exhibit A)

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 Purchasing Policy & Procedure Manual has been reviewed and updates are recommended to reflect newly adopted policies, staffing configuration and fixing grammatical errors.

In an effort to stream line tasks, responsibilities have been defined more clearly and processes have been simplified while maintaining the City's efficient and transparent controlled spending and compliance with the ethics and laws set forth by the Florida Legislature.

**ATTACHMENT:**

- DRAFT RES. NO. 16-21
- DRAFT PURCHASING POLICY & PROCEDURE MANUAL
- EXHIBIT A – PURCHASING CARD POLICY
- EXHIBIT B – CARDHOLDER ACCEPTANCE FORM
- EXHIBIT C – PURCHASING CARD TRANSACTION DISPUTE FORM

**5. REQUESTED MOTION/ACTION:**

It is recommended that the Commission approve Resolution No. 16-21 upon roll-call vote, adopting the revised Purchasing Policy & Procedure Manual.

**RESOLUTION NO. 16-21**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CALLAWAY, FLORIDA, ADOPTING A REVISED PURCHASING MANUAL FOR THE CITY OF CALLAWAY; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Callaway Commission desires to revise the Callaway Purchasing Manual to more adequately address, define, and direct the current needs of the City concerning purchasing procedures and guidelines.

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

**SECTION 1.** The revised Purchasing Manual attached hereto as Exhibit "A" is hereby adopted in its entirety and the policies therein instituted by the City upon passage of this resolution.

**SECTION 2.** Resolution No. 07-17 and all policies, resolutions or parts thereof which are in conflict herewith, are hereby repealed to the extent of such conflict.

**SECTION 3.** This Resolution shall take effect upon passage.

**PASSED AND ADOPTED** this 26<sup>th</sup> day of July, 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  
FLORIDA  
~~CITY OF CALLAWAY~~



~~FLORIDA~~

PURCHASING POLICY  
AND PROCEDURE MANUAL

~~APPROVED BY COMMISSION ON MARCH 26, 2013~~

Approved by Commission on July 26, 2016

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## **Introduction**

The goal of the Purchasing Office is to promote the City's collective best interests through efficient, fair, economical, transparent, and controlled spending. This manual has been prepared to establish the necessary basic guidelines for effective and ethical procurement practices. All City employees will adhere to the procedures defined in the City of Callaway Purchasing Manual as it has been approved by the City of Callaway Board of Commissioners in effort to uphold the integrity of the City, and be in compliance with the ethics and procurement laws set forth by the Florida Legislature within the Florida Statutes.

As amendments to the manual for administrative or procedural changes become necessary by changes in law or for the purpose of internal work flow improvement supplemental pages will be issued to all City personnel.

### Purchasing Policies

1. It is the policy of the City of Callaway Commission to recognize the Purchasing Office as the department responsible for coordinating the City's consolidated purchasing effort.
2. It is the intent of the City to provide all vendors with a fair and opportunity in which to compete for City business. (Local Preference – Ordinance #924)
3. Goods and ~~s~~services offered by State Contract pricing are considered to be competitively bid and to have satisfied the requirements for competitive bidding.
4. It is the policy of the City of Callaway Commission to encourage local businesses to provide goods and services to the City of Callaway through the City's purchasing program.
5. Goods and Services produced in the United States will be given preference when all other aspects in the bid selection process are equal.
6. It will be the policy of the City to consolidate for purchase and bidding, all goods and services in a similar nature.
7. It is the policy of the City to award a bid based upon the total aggregate items bid, when possible, rather than to segregate items out for individual awards.
8. The City reserves the right to reject all, or portions of any bid when it is deemed in the best interest of the City.
- ~~9. It is the policy of the City that all contracts with individual organizations desiring to do business with the City of Callaway are required to have a substance abuse policy subject to the same rules of conduct and tests as the employees of the City.~~
10. Contracts with all individuals or organizations desiring to do business with the City shall have an Equal Opportunity Employment Policy which prohibits discrimination in employment because of race, creed, color, religion, or national origin as defined by Executive Order 11246 and 11375, and subsequent amendments.

### Purchasing Office Duties & Responsibilities

1. The Purchasing Office shall be responsible for developing and administering the purchasing program for all City departments.
2. All purchases will be made pursuant to the provisions of the annual budget as adopted by the City Commission.
3. The Purchasing Office shall maintain adequate records for all purchasing transactions to include contracts, leases, and agreements.
4. The Purchasing Office shall assist City departments in soliciting quotes where formal bidding is not required.
5. The Purchasing Office will issue a purchase order number for goods or services over \$999.
6. The Purchasing Office will be responsive to department head requests for assistance with research in preparation for purchase requisitions or purchase orders.
7. The Purchasing Office will coordinate with the City Clerk's Office to aid and facilitate departments in the formal bid process when a purchase is expected to exceed ~~\$10,000~~ \$25,000, as approved by the City Commission.
8. The ~~Purchasing Office~~ City Clerk's Office will maintain all original bid documents. Copies will be provided to departments and Purchasing Office upon completion of the bid opening. For the preservation of original bid documents, only official copies will be used as exhibits or supporting material for subsequent contracts, leases, agreements, or agenda packages.
9. The Purchasing Office will maintain all purchasing related forms.
10. The Purchasing Office will ensure that all non-consumable tangible personal property valued greater than ~~\$1,000~~ \$5,000 with a life expectancy greater than one year is capitalized, ~~and inventoried copies of invoices will also be provided to the Assistant to the Finance Director.~~ Capital asset purchase and disposal information will be maintained by the Purchasing Office.
11. The Purchasing Office will coordinate with individual departments to perform periodic physical inventories of capital assets to ensure accuracy of records and integrity of security controls. ~~Annual inventories will be completed by the Assistant to the Finance Director or their designee.~~ Departments are responsible for providing physical inventory exceptions to the Purchasing Office.

### Requesting Department Duties & Responsibilities

1. All City employees are responsible for following the purchasing policies and procedures adopted by the City of Callaway Commission.
2. All City employees will use the appropriate forms supplied by the Purchasing Office for procurement of equipment, supplies, and services.
3. Department staff is responsible for verifying that budgeted funds are available for purchases made by requisition, purchase order, or P-card.
4. ~~Employees issued P cards are responsible to report lost or stolen cards immediately to the Purchasing Office.~~

### Authorized Buyers

An **Authorized Buyer** is an individual with a defined level of purchasing authority.

- o Level 1 Buyer - \$0 to \$499
    - o Non-probationary employee designated by ~~D~~department ~~H~~head.
    - ~~o Authorizations must be updated each fiscal year with a memo to Purchasing Office.~~
  - o Level 2 Buyer - ~~\$0 to \$999~~ \$500 to \$10,000
    - o Department ~~H~~heads
  - o Level 3 Buyer - ~~\$0 to \$10,000~~ \$10,000 to \$25,000
    - o City Manager
1. Any purchases exceeding ~~\$10,000~~ \$25,000 require a formal bid and must be approved by the Commission. (See Formal Bid Procedure.)
  2. Department ~~H~~heads assume full responsibility for all purchases made by their departments. Authorization of a Level 1 – Buyer does not relieve the ~~D~~department ~~H~~head of responsibility.

### Purchase Requisition & Purchase Order Procedures

A **Purchase Requisition** is a ~~written~~ request to the Purchasing Office for supplies or services necessary to continue operating.

1. A requisition must include:
  - o Name and department requesting materials.
  - o Vendor name & address.
  - o Fund / Account number.
  - o Total amount of order.
  - o Contract ~~N~~number or ~~A~~authorizing ~~M~~meeting ~~D~~date.
  - o Appropriate department level ~~signature approval~~.

City of Callaway, Board of Commissioners  
Purchasing Policy and Procedure Manual

- Detail to include description, units, part numbers, and cost.
  - City Hall listed as the bill to address.
  - Delivery location and desired delivery date.
  - Single item purchases exceeding \$500 require an attempt to obtain at least three quotes, but no less than two.
2. Requisitions should be completed by an authorized buyer and sent electronically to the Purchasing Office.
    - Upon receipt of the purchase requisition, the Purchasing Office will create a purchase order, assign a number, and place the order.
    - If a department wishes to place the order, specific instructions should be on the requisition for the Purchasing Office to create the purchase order, assign a number, and transmit the number back to the authorized buyer.
  3. Requisitions for services to City facilities which are generally shared by one or more departments will be prepared by the Purchasing Office. This includes, but is not limited to, repairs, cleaning, maintenance for buildings, telephones, faxes, copiers, printers, postage equipment, electrical, and plumbing.
  4. ~~Requisitions for computer-related items will be generated by the appropriate department. Technical advice will be available through the Finance Department, or a professional consultant.~~
  5. ~~Requisitions for travel should be prepared by the requesting department.~~

A **Purchase Order** is a formal notice to a vendor to furnish the supplies or services specified on the form. A purchase order is required for the procurement of any items or services unless there is a written contract or it qualifies as an exception. (See Purchase Order Exceptions)

1. Purchase Orders will be issued after the submission of a properly executed purchase requisition, and the submittal of any other information required by this policy.
2. ~~If there is a work stoppage situation, the responsible authorized buyer may call the Purchasing Office for a purchase order number.~~
3. No purchase order or encumbrance of City assets may be made without an authorized purchase order or check request.
  - Invoices received without prior issuance of a purchase order will be submitted with a written explanation to the City Manager for approval. Unapproved invoices ~~will be paid by the personal funds of the department head~~ may be subject to disciplinary action.

4. An emergency exception for the purpose of this manual will be defined as a situation that exists where ~~inventory of material, supplies, parts, etc., are depleted and/or damaged such~~ immediate services, materials or repairs are required to remediate a situation that ~~it~~ poses a threat to public health, welfare, or safety. Emergency purchases may be made with a requisition number ~~emergency purchase order number (as listed below)~~ in lieu of a standard purchase order number. The requisition shall note that it is an emergency. Compliance with established purchasing procedures should take place no later than the morning of the next working day. ~~and will require the signature of the City Manager~~

- ~~○ Water Division — WA99~~
- ~~○ Street Division — ST99~~
- ~~○ Solid Waste Division — SW99~~
- ~~○ Sewer Division — SE99~~
- ~~○ Parks & Recreation Division — PR99~~
- ~~○ Maintenance Division — MA99~~
- ~~○ Fire Department — FD99~~
- ~~○ Planning/Code Enforcement — PC99~~
- ~~○ General Government — GG99~~
- ~~○ Finance Department — FN99~~
- ~~○ City Manager — CM99~~

### Blanket Purchase Orders

A blanket purchase order allows a department to make multiple purchases with one purchase order number. Blanket purchase orders are:

- Issued for a period of time no less than one month and not to exceed one year.
- Limited by the amount indicated.
- Used for routine and recurring operating expenditures only.
  - ~~○ Blanket purchase orders used for capital expenditures will be dishonored and will be paid by the personal funds of the department head.~~

~~Departments will be notified in writing by the Purchasing Office of the blanket purchase order number, amount, and termination date.~~

Each department must have their own blanket purchase order when purchasing from the same vendor.

Department #heads are responsible for monitoring the status of their current expenditures for blanket purchase orders.

~~Monthly blanket purchase order numbers will be provided to the departments with a form to reconcile their purchases weekly. This practice is intended to keep the department head aware of the current status of expenditures. The weekly~~

~~reconciliation forms must be totaled, attached to invoices, and sent to the Purchasing Office by 9:00 a.m. each Monday morning.~~

### Purchase Order Exceptions

There are certain circumstances under which the processing of a purchase order is unnecessary. These circumstances include:

- ~~Any purchase approved as to amount and vendor by the City Commission (See Blanket Purchase Order)~~
- Service contracts for a fixed monthly amount pre-approved by City Commission will be encumbered on the basis of the contract and approved blanket purchase order issued for auditing purposes. (See Blanket Purchase Order)
- During the period of a declared emergency by the City Commission, Mayor or Mayor Pro Tem, purchasing procedures are waived.
  - Requisitions, reports, invoices, and receipts must be completed and submitted to the Purchasing Office as soon as possible and require the signature of the City Manager.
- ~~Vendors holding state or federal contracts which are exempt from the competitive bid process.~~
- ~~\_\_\_\_\_~~
- Petty cash purchases not to exceed \$50 as authorized at the discretion of the department head.
- Regular utility bills, telephone bills, insurance premiums, etc.
- Purchasing Card purchases for goods or services under \$100.
- ~~Employee expenses, mileage, and meals for approved travel. Employee travel and education expenses.~~
- ~~\_\_\_\_\_~~
- ~~Amounts greater than \$999 require signature of the City Manager.~~
- ~~Travel receipts must be submitted to the Finance Department with the Travel Request, Reimbursement & Reconciliation Form (Appendix B Forms).~~
- ~~If an employee is requesting advance payment of expenses, mileage, and meals a Travel "Advance" Request Form must be completed (Appendix B Forms).~~
- ~~Pursuant to City of Callaway Resolution #06-01 City employees will be reimbursed at the Internal Revenue Service approved Standard Mileage Rate for approved work-related travel expenses.~~

### Purchasing Card Policy (P-Cards)

Due to the uniqueness of the purchasing card system, a standalone policy has been developed and is included as Appendix Exhibit A.

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### Vendor Policies

1. **Open Competition.** It is the intent of the City to provide all vendors with a fair and impartial opportunity in which to compete for the City's business. ~~with~~ With the exception of those on the State Department of Management Services Convicted Vendor List.

2. **Public Entity Crime.** In accordance with F.S. 287.133, any entity listed on the State Department of Management Services Convicted Vendor List shall be denied the right to conduct business or render any type of service for any municipal department or division to the extent required by the debarment, suspension, or other determination of ineligibility by the State.

3. **Qualifications for Construction Contracting.** According to F.S. 489.113(2), no person who is not certified or registered shall engage in the business of contracting in the State of Florida. Construction work may be done by non-certified persons if the work is completed under the supervision of a person who is certified or registered within the scope of the supervisor's license, provided there are not specific requirements listed in F.S. 489.105(3) (d-o).

4. **Vendor List.** Any vendor can submit contact information to the Purchasing Office to be added to the City's Vendor List. It is the responsibility of the vendor to ensure that information on file is current and sufficient. ~~Vendors removed from the Vendor List may be reinstated upon written request once the period of disbarment or suspension is over.~~

A vendor may be removed from the City's Vendor List without notice for:

- Knowingly or negligently employing unauthorized aliens to work in the United States.
- ~~Non compliance with the City's Drug Free Workplace Policy.~~
- Delinquent City Tax Assessments. Proof of payment is required and should be submitted with all bids.
- Failure to pay sub-contractors.
- Failure to comply with F.S. 119, Public Records.
- Failure to comply with terms and conditions of contract.
- Being listed on the Public Entity Crime List (F.S. 287.133).

5. **Litigation.** The City will not issue any purchase orders or contracts to any vendors currently involved in litigation with the City until a resolution is reached.

6. **Vendors** are required to submit a signed and completed Form W-9 to the Purchasing Office before receiving any payment from the City.

### Formal Bid Procedure

- 1) The requesting department in conjunction with the ~~Purchasing Office~~Agent Office will formulate specifications using guidelines depicted later in the document under Writing Specifications.
- 2) ~~Prior to release of bid, in~~ an effort to ensure open and fair competition, the requesting department may solicit comments from local vendors to insure specifications, as written, do not preclude any given vendor from bidding.
- 3) The requesting department shall provide the Purchasing ~~Office~~Agent Office with specifications and a written request signed by the appropriate Department ~~Head~~. ~~The Purchasing Office will then complete a purchase requisition covering the expense of advertising and present it to the City Manager for approval.~~ Upon receiving the City Manager's approval the Purchasing Office will formally advertise the bid.
- 4) The Purchasing ~~Agent Office~~Office shall determine the date, time and location for submitting bids, as well as the date, time, and location of the Public Bid Opening (F.S. ~~287.05755-0518~~).
- 5) The Purchasing ~~Agent Office~~Office will advertise the request for bids at least once in a local newspaper and permit at least two weeks for the vendor(s) to respond. The Purchasing ~~Agent Office~~Office will also ensure the advertisement for bid is posted to the City's website.
  - a) In accordance with F.S. 255.0525(2), the solicitation of competitive bids or proposals for any county, municipality, or other political subdivision construction project that is projected to cost more than \$200,000 shall be publicly advertised at least once in a newspaper of general circulation in the county where the project is located at least twenty-one (21) days prior to the established bid opening and at least five (5) days prior to any scheduled pre-bid conference. The solicitation of competitive bids or proposals for any county, municipality, or other political subdivision construction project that is projected to cost more than \$500,000 shall be publicly advertised at least once in a newspaper of general circulation in the county where the project is located at least thirty (30) days prior to the established bid opening and at least five (5) days prior to any scheduled prebid conference.
  - b) EXCEPTION: The advertising requirement can be waived by the City Manager in the event of an emergency. In accordance with F.S. 255.0525, as used in this section, the term "emergency" means an unexpected turn of events that causes:
    - i) An immediate danger to the public health or safety;
    - ii) An immediate danger of loss of public or private property; or
    - iii) An interruption in the delivery of an essential government service.
- 6) The Purchasing ~~Agent Office~~Office will distribute bid documents for all bids that do not contain a document fee assessment to vendor's requesting the package. For

those bids requiring a document fee assessment, the Purchasing Agent Office or their designee shall distribute bids to those bidders from which payment of the document fee assessment has been received.

- 7) The requesting department will have representation at the Public Bid Opening and will review the submitted bids to ascertain the lowest and best bid that provides the best value to the City. All bids will be opened in public and read aloud by the Purchasing Agent or designee Office.
- 8) Unless otherwise instructed, the requesting department will recommend the award of bid to the City Manager in writing with adequate justification.
- 9) The City Manager will ~~determine if adequate revenues are budgeted and available for the purchase, if so, the City Manager will~~ include purchases in excess of place the item on the Commission agenda for approval if amounts exceed \$25,000 \$10,000 on the next Consent Agenda for Commission approval.
- 10) ~~Cancellation of Invitations BEFORE Opening:~~ The cancellation of an invitation for bids usually involves a loss of time, effort, and money spent by the City and bidders. Invitations should not be cancelled unless cancellation is clearly in the public interest; (1) where there is no longer a requirement for the services or supplies, or (2) where amendments to the invitation would be of such magnitude that a new invitation is desirable.
  - a) Notice of Cancellation shall:
    - i) Identify the invitation for bid by number, short title, or subject matter
    - ii) Briefly explain the reason the invitation is being cancelled; and
    - iii) Where appropriate, assure prospective bidders that they will be given an opportunity to bid on any re-solicitation of bids.

### **PIGGYBACK**

The City of Callaway Board of Commissioners, in lieu of employing competitive contract award procedures for the purchase of goods or services, may authorize purchases through the State of Florida's term contracts. The Commission may also authorize purchases through contracts competitively awarded by other counties or municipalities within the State if the vendors for such contracts agree to provide the City of Callaway the same goods or services, under the same conditions, terms and prices as the other governments' contracts. Such "piggybacking" of government contracts is common practice in public purchasing, and may provide favorable pricing while reducing the time delays and costs of the City of Callaway processing a competitive contract award on its own. The City shall be cautious when piggybacking another entity's bid. Changes to terms, conditions, time frames, and other criteria are not allowable. It is recommended that the requesting department contact the original bidding agency to confirm whether or not they would recommend piggybacking of the award (did the vendor perform appropriately?).

The following is required to be part of the procurement piggyback package:

- A full copy of the Invitation to Bid

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- Vendor's price sheet
- Vendor's signature
- Notification of award
- Date of purchase order or contract and expiration date.

Only purchases can be piggybacked; sale or trade-ins must be sold separately.

**Sole Source / Non-Competitive Negotiations**

Non-competitive negotiations may be used as a procurement method for purchases of supplies or services available from only one source; or sole brand or when it is determined by the requesting Department Head, Finance Director, or City Manager that competitive bidding is not feasible or not advantageous to the City. Sole Source means the only existing source of the items that meet the needs of the requesting department as determined by a reasonably thorough analysis of the marketplace. Sole Source purchasing of goods and services requires: ~~a written finding that only one qualified source is available; and also requires~~ 1) only one qualified source is available; 2) a written statement that a search for alternative sources has ~~ve~~ been made; and 3) a justification of why the only source is acceptable to fit the needs of the requesting department. A request for a proprietary item does not justify a sole source procurement if there is more than one potential bidder for the item.

~~The Purchasing Office may negotiate with an~~ A sole source supplied can be used under the following circumstances:

- The needed supply or service is available from only one source / brand.
- The supply or service is wanted for experimental trial or testing.
- Additional supplies or services are needed to complete an ongoing task.
- A supply or service is purchased from, or a sale is made to, another unit of government.
- The item is a component or replacement part for which there is no commercial distributor.
- Compatibility is the overriding consideration.
- The item is a used item, which ~~is~~ subject to immediate sale.

**Procedures for Processing Sole Source / Non-Competitive Negotiations**

1. In processing requisitions for sole source / sole brand items, the Purchasing Office conducts negotiations as to price, delivery, terms, and conditions.
2. The Purchasing Office, in cooperation with the requesting department, prepares a recommendation for award.

**Design-Build Contracts**

Contracts for the design-build of public construction projects for the City of Callaway Board of Commissioners shall be awarded in accordance with this procedure. Design-

build contracts are single contracts with a design-build firm for the design and construction of a public project.

Design-Build Firms must be certified pursuant to Florida Statute 489.119 to engage in contracting through a certified or registered general contractor (as defined in F.S. 471.023, 481.219, or 481.319).

The City Manager, in conjunction with the Purchasing ~~Agent~~Office will determine if the design-build method is appropriate for a particular requirement. The following factors will be considered when making the determination:

- The potential for project cost savings and / or cost reduction.
- The need or potential for reducing the time to complete the project.
- The need or potential to expedite the completion, activation and operation of the project due to public service considerations or requesting department operational needs and requirements.
- The potential for collaboration to develop designs and construction methodology that could provide a project with enhanced qualities of aesthetics, innovative use of materials, economy of construction, operational efficiency, and / or functional effectiveness.
- The need or potential for protecting, preserving and enhancing the health, safety, and welfare of the public.

#### Procurement Procedures for Design-Build Services

Upon approval by the City Manager, procurement and contracting of design-build contract services shall be in accordance with: F.S. 287.055 as follows: the following procedures:

1. A ~~d~~Design ~~c~~Criteria ~~p~~Professional employed or contracted by the City shall prepare, produce and seal a design criteria package for use by the City in advertising for design-build firms, providing a basis for determining and selecting the most highly qualified design-build firms, soliciting competitive technical and price proposals from design-build firms, and providing a basis for awarding a design-build contract.
2. The Request for Proposals should contain a copy of the design criteria package, the scope of services including schedule and time frame, insurance coverage and bonding requirements, instructions regarding form, content, and manner in which the qualifications statement, technical proposal, and price proposal are to be submitted, weighted evaluation criteria for assessing the submitted proposals, a draft design-build contract including general and supplemental terms and conditions, and any other information deemed appropriate by the City.
3. The Notice of Intent (NOI) to solicit design-build services will be consistent with the City of Callaway Purchasing Manual, Section "Formal Bid Procedure".

4. Responding firms shall submit a technical and price proposal, in addition to other required documentation.
5. An evaluation team, comprised of either a contracted Design Criteria Professional or in-house staff, shall submit an alphabetical listing of the short listed firms, providing scoring sheets as back-up, to the City of Callaway Board of Commissioners for selection of one firm and up to two ranked alternates to negotiate and award a design-build contract with the selected firm, provided the final negotiated price does not exceed the price submitted in their proposal. The City may negotiate minor changes prior to the execution of the contract for the purpose of clarifying or refining the project requirements and the services to be performed.

### **Florida Prompt Payment Act**

~~The Florida Prompt Payment Act was passed by the State Legislature in Special Session to insure that~~ Vendors who provide goods and services will receive payment for those goods and services in a timely manner pursuant to F.S. 218.70, the Florida Prompt Payment Act. Invoices that remain unpaid after 45 days are subject to an interest penalty at the rate of one percent (1%) that is accrued on unpaid balances, ~~to vendors from the City.~~

### **Auditing Compliance**

~~An~~ Invoices submitted to ~~or received by~~ the Purchasing Office for payment ~~will be matched to the initiating purchase order and forwarded to accounts payable for processing. Invoices require online approval of the items, cost and receipt of purchases invoiced. shall qualify for payment if it is accompanied by a copy of the purchase order, an acknowledgment by City staff that the goods or services have been received, and is signed and dated by a City employee with appropriate level of authority that coincides with the monetary amount of the goods or services will be matched to the initiating purchase order and forwarded to accounts payable for processing. Invoices require online approval of the items, cost and receipt of purchases invoiced.~~

~~Request for payments of partial shipments must be accompanied by a duplicate of the purchase order indicating the item(s) received and then forwarded to the Purchasing Office with the appropriate signatures and date.~~

A Change Order will be processed ~~when the invoiced amount is in excess of 10% of the originating purchase order to correct any discrepancies between the monetary amount on the invoice and the monetary amount of the processed purchase order, and will be signed by an employee with the appropriate signing authority.~~

**Tax Exempt Status / Tax Exempt Number**

All purchases made by the City of Callaway are exempt from all state and local use tax. It is the City staff's responsibility to ensure that any time an order for goods or services is placed the vendor is provided the City's Tax Exempt I.D. Number. Personal use of the City's Tax Exempt I.D. Number is strictly prohibited. Any employee caught using the City's Tax Exempt I.D. Number for personal use will receive disciplinary action to include, but not limited to, immediate termination of employment. Additionally, F.S. 212.085, states that in addition to being liable for payment of the tax plus a mandatory penalty of 200 percent of the tax, such person shall be liable for fine and punishment as provided by law for a conviction of a felony of the third degree, as provided in F.S. 775.082, 775.083, or 775.084.

**Tax Exempt Status Granted to Contractor**

The City of Callaway is exempt from payment of sales taxes. As such, it is exempt from the payment of sales tax for the performance of work under construction contracts when it is determined to be in the best interest of the City. Tax agreements, if applicable, will be identified in the bid documents.

**Risk Management Requirements**

City contracts for goods or services shall include the following requirements:

The Contractor / Vendor is required to purchase and maintain minimum limits of \$500,000 per occurrence of all liability, which includes general liability and, if applicable, automobile liability.

The Contractor / Vendor agrees to hold the City harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting from, arising out of the agreement, unless such claims are a result of the City's sole negligence.

~~The Contractor / Vendor shall purchase and maintain workers' compensation insurance for all workers' compensation obligations imposed by state law and employer's liability limits of at least \$100,000 each accident and \$100,000 each employee / \$500,000 policy limit for disease. Even if the Contractor / Vendor is not required by state law to secure workers' compensation insurance, the Contractor / Vendor shall purchase and maintain workers' compensation insurance in order to perform work or provide services to the City of Callaway. The City Manager may waive the requirement for workers' compensation if the Contractor / Vendor complies with~~

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~~state law. Any request to waive workers' compensation insurance shall be made in writing.~~

The Contractor / Vendor shall ~~also purchase~~ maintain workers' compensation insurance ~~and~~ any other insurance coverage required by law for the benefit of employees. Required insurance shall be documented in the Certificates of Insurance and shall be provided to the City Purchasing Office.

**Vendor Dispute Resolution Procedures**

In the event a dispute occurs between a vendor and a City Department the vendor shall submit a written statement via certified mail no later than 45 day from the time when the invoice was submitted to the City specifying the nature of the dispute regarding payment of the invoice.

In the event a City Department has a dispute with an invoice submitted by a vendor, the appropriate Department Head will send a written statement, via certified mail, not later than thirty days of the receipt of the improper invoice, to the vendor specifying the reasons for the dispute. A copy will be provided to the City Manager and the Purchasing Office. The Department Head should ~~request the vendor respond within fifteen days of receipt of the certified letter indicating their agreement or disagreement with the letter verify the vendor's receipt of disputed invoice.~~

Any dispute unresolved at the ~~D~~department level will be reviewed by the City Manager, or his designee. ~~Within ten days of being presented with an unresolved dispute t~~The City Manager will recommend a final decision on the matter and inform the Department Head and vendor ~~(via certified mail).~~



## PURCHASING CARD POLICY

### I. PURPOSE

This policy establishes the basis for the City's purchasing card program. The purchasing card program is designed to improve efficiency in processing purchases from any authorized vendor that accepts the Visa credit card.

The City has adopted a procedure to simplify the purchasing process for obtaining supplies, materials, services, travel, and equipment by making available to certain employees the authority to make purchases directly through a purchasing card program.

This program will allow the cardholder to purchase approved supplies and services directly from vendors. Each purchasing card is issued in the name of the employee who is responsible for its use or the department that will use it for purchasing and the "City of Callaway" is clearly shown on the card as the governmental buyer of the supplies/services.

The card may be used to purchase non-restricted commodities in person at the vendor site, over the telephone, via fax, by mail and over the Internet.

### II. OBJECTIVES

- To provide an efficient method of purchasing and paying for supplies/services
- To reduce the use of purchase orders, accounts payable edits and petty cash whenever possible
- To ensure card purchases are in accordance with the City's Purchasing Policy Manual
- To reduce staff time involved in processing transactions
- To ensure that the City bears no legal liability from inappropriate use
- To provide for disciplinary action if the purchasing card is misused

### III. AUTHORIZATION

All requests for purchasing cards must be approved by the department director. Only the City Manager or Director of Finance can authorize issuance of a purchasing card.

Before a purchasing card is issued, the employee must receive and read the Purchasing Card Policy and sign the Cardholder Acceptance form (Exhibit "B").

By signing the Cardholder Acceptance form, the employee affirms that he/she has read and is familiar with the rules, regulations, and procedures as stated in the City of Callaway

Purchasing Manual. Employees who misuse or abuse card usage will be subject to disciplinary action up to and including termination of employment.

Purchasing cards may be used only by the person or department whose name appears on the face of the card and may not be loaned to or used by any other person or department. The account number must not be given to any individual other than the vendor from whom the employee is making a purchase.

#### **IV. RESPONSIBILITIES**

The following are the responsibilities of:

##### **A. Card holder:**

- Hold and secure purchasing card
- Comply with all purchasing, travel policies, requisition and purchase order procedures
- Determine availability of budgeted funds before ordering
- Collect and save all sales receipts/invoices
- Log phone orders and request receipts
- Review, reconcile, & attach all receipts to the monthly statement
- Identify disputed charges
- Make sure vendors are aware of our tax exemption
- Notify the Finance Department immediately of lost, stolen, or other cards requiring termination

##### **B. Card Processing Procedures:**

- Match receipts with monthly card statement
- Assign and/or verify the appropriate accounting code
- Obtain department director's signature to authorize payment of the card
- Forward statements, receipts, and supporting paperwork to accounts payable

##### **C. Department director or designee:**

- Request purchasing cards
- Recommend departmental and cardholder spending limits within established guidelines and budgets.
- Collect purchasing cards from terminated or transferred employees and give to the Director of Finance or designee

**D. Director of Finance or designee:**

- Coordinate issuance and cancellation of cards with card provider
- Provide training to all new cardholders and periodic refresher training as needed
- Participate in billing dispute resolution
- Maintain procedures and cardholder guides/manuals
- Conduct annual inventory of purchasing cards
- Coordinate program policy issues

**E. Accounts Payable:**

- Receive approved monthly statements from all departments
- Receive consolidated statement from the financial service provider
- Confirm that receipts are provided for all charges
- Notify department representative when approved monthly statements are not received
- Reconcile all monthly statements to consolidated payment
- File and store relevant paperwork

**V. LIMITS AND RESTRICTIONS**

The purchasing card is for official City business only. The purchase of goods or services for the employee's personal use is strictly prohibited. The purchase of tobacco products, alcohol or obtaining a cash advance is strictly prohibited. Misuse or abuse of the card can result in disciplinary action up to and including termination. All items paid for with the purchasing card must be shipped to the city and are property of the City of Callaway.

**VI. TRAVEL RELATED CHARGES**

Expenditures for the following employee reimbursable travel expenses are prohibited from being charged on the purchasing card:

- Meals (per Diem)
- Telephone charges

The individual traveler needs to submit the appropriate Travel Request/Authorization form to the department director or designee for prior approval. Please note that a copy of the completed travel form and copies of any trip-related receipts charged to the purchasing card must be submitted with the monthly department reconciliation. The submission of a copy of the travel form is required even though some travel items are authorized to be placed on the purchasing card while others are handled through the regular purchase order and reimbursement process.

If a gift card is issued to card holder for a qualifying purchasing event, said gift card must be submitted to the Finance Department so that the card may be applied to next department purchase.

**VII. TAXES**

Most purchases are exempt from sales tax. Cardholders must assure that sales tax has not been added to the receipt or request that a credit be processed. Some internet purchases will require the cardholder to call a customer service number on the company's website in order not to have taxes placed on the order; it is the responsibility of the cardholder to ensure that this occurs. Cardholders using a purchasing card out of state may be subject to that state's tax law.

**VIII. BACKORDERS**

A backorder must be processed as a separate transaction. The City will only pay for goods received at the time of purchase.

**IX. LOST OR STOLEN CARDS**

If a card is lost or stolen, immediately contact 1-888-934-1087 and the Finance Department. Verbal reports of a lost or stolen card must be confirmed by e-mail to the Director of Finance.

**X. CREDITS/RETURNS**

Merchandise returned must be credited to the City's account to which the transaction was charged. Cardholders are not authorized to receive a cash payment or store credit for returned merchandise. It is the responsibility of the user department to assure that credits for returned merchandise are properly applied to the monthly account statement.

**XI. DISPUTES/ERRONEOUS CHARGES**

It is the responsibility of the cardholder to document and resolve disputes and erroneous charges directly with the vendor. In most cases, disputes can be resolved in this manner. If a dispute cannot be resolved, a Purchasing Card Transaction Dispute Form will need to be completed in its entirety and emailed. (Exhibit "C")

**XII. ANNUAL PURCHASING CARD INVENTORY**

An annual purchasing card inventory will be conducted by each user department. A list of all department cardholders will be provided to user departments by the Finance Department. User departments are responsible for reviewing, approving and returning the inventory listing to the Finance Department.

In conjunction with the annual purchasing card inventory, department directors or designee will be asked to justify keeping low usage purchasing cards. A card is considered to have low usage if the card has 12 or fewer transactions in the previous calendar year. A list of all department low usage cards will be provided to user departments. Director justification is requested in the form of a memorandum/e-mail addressed to the Finance Department.

### **XIII. RECORD KEEPING/RECEIPTS**

It is the responsibility of the cardholder to obtain transaction receipts for all purchases. Sales receipts or packing slips must be obtained whether a purchase is made in person or via telephone, fax, mail, or over the Internet. It is the employee's responsibility to assure that the description on the sales receipt or packing slip is legible and clearly describes the purchase. These receipts will be used by department representatives to balance the monthly reconciliation and be part of the documentation kept on file to substantiate the payment process.

Documentation maintained must be accurate, accessible and complete, as it not only records the transaction, but also supports the legitimate business purpose of the purchase. In addition to sales receipts and packing slips, the following are additional examples of supporting documentation:

- Copies of internal order forms
- Subscription or dues forms
- Conference registration forms
- Statement of service report from vendor performing on-site repairs
- Cash register receipts

In the event all efforts to obtain documentation of a transaction have failed, the cardholder must attach a written description of the purchase along with a signed certification that the purchase was made in accordance with City policy. Failure to provide certification may result in disciplinary action and the employee may be required to pay the City for the undocumented expense.

The cardholder is responsible for submitting all documentation to their department representative as soon as possible. It is essential that the established time frames and documentation requirements be followed to insure timely payments.

### **XIV. BILLING STATEMENTS/MONTHLY DEPARTMENT VISA RECONCILIATION**

Department representatives will be given access to Regions Card Management System in order to download billing statements, review transactions and reconcile. Department representatives will be required to have monthly reconciliation completed and sent to the Finance Department by the 15th of the following month.

**XV. CHANGES IN AUTHORIZED USERS**

It is the responsibility of the user department to contact the Director of Finance concerning any change to an authorized cardholder's employment status such as transfer or termination. Cards must be returned in person to the Director of Finance. Cards may not be returned via interoffice mail.

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## CITY OF CALLAWAY CARDHOLDER ACCEPTANCE FORM

**I AGREE TO THE FOLLOWING REGARDING THE USE OF THE CITY OF CALLAWAY PURCHASING CARD ASSIGNED TO ME FOR OFFICIAL CITY OF CALLAWAY BUSINESS ONLY.**

1. I understand that I am being entrusted with a powerful and valuable tool and will be making financial commitments on behalf of the City of Callaway and will strive to obtain the best value for the organization.
2. I understand that under no circumstances will I use the Purchasing Card to make personal purchases, either for myself or others. Willful intent to use the Purchasing Card for personal gain or unauthorized use may result in disciplinary actions up to and including termination of employment and prosecution to the extent permitted by law.
3. I will follow purchasing policies of City of Callaway, and the established guidelines for using the Purchasing Card. Failure to do so may result in either revocation of my card privileges or other disciplinary action.
4. I have been provided a copy of the Purchasing Card Policy and Procedures and have been given an opportunity to ask any questions to clarify my understanding of the Purchasing Card Program.
5. I agree to review and reconcile transactions within 72 hours and will maintain all applicable information and receipts.
6. I understand that I am responsible for all charges made against the card.
7. I understand that a lost or stolen card must be reported immediately by telephone to Region Bank (24 hours a day 7 days a week, 1-888-934-1087). A report of the lost or stolen card must also be made to the Director of Finance by the beginning of the next business day.
8. I understand that I must surrender my card upon termination of employment or transfer and no further use of the card is authorized.
9. I agree that, should I violate the terms of the Agreement, I will be subject to disciplinary action up to and including termination of employment and that I will reimburse the City of Callaway for all unauthorized charges and any costs related to the collection of such charges.

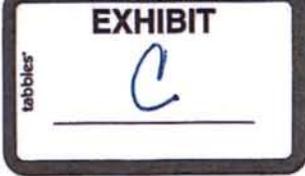
\_\_\_\_\_  
Cardholder Name (Print)

\_\_\_\_\_  
Cardholder Signature

\_\_\_\_\_  
Department Head (Print)

\_\_\_\_\_  
Department Head Signature

\_\_\_\_\_  
Date



### Purchasing Card Transaction Dispute Form

To: \_\_\_\_\_ Email: \_\_\_\_\_

Date: \_\_\_\_\_ From: \_\_\_\_\_

Case Number: \_\_\_\_\_

\*\*\*Please contact 1-888-934-1087 to obtain a Case Number prior to submitting this form \*\*\*

If you believe a transaction on your statement is an error or unauthorized, please complete this form in its entirety, or write a detailed letter on a separate sheet attached to this form with any accompanying documentation. Return this form via email (RegionsRiskTeamMailbox@hp.com). If unable to email, this form may be mailed to Commercial Card Services, Attn: Fraud Dept., PO BOX 1049, Southeastern, PA 19398.

Cardholder Name: \_\_\_\_\_

Account Number: \_\_\_\_\_

Business Name: \_\_\_\_\_

Contact Number: \_\_\_\_\_ Email: \_\_\_\_\_

Transaction Amount: \_\_\_\_\_

Merchant Name: \_\_\_\_\_

Transaction Date: \_\_\_\_\_

Reference Number: \_\_\_\_\_

If disputing multiple items, please enter "See Attached" for Transaction Amount, Merchant Name, Transaction Date, and Reference Number and list transactions on separate sheet.

Is the card in your possession?  Yes  No

Do you believe the transaction(s) to be fraudulent?  Yes  No

\*\*\*Accounts with fraudulent activity must be closed in order to prevent additional fraud\*\*\*

Please contact the Fraud Dept. at 1-888-934-1087, option 3 to report fraud prior to submitting this form.

#### Dispute initiated for the following reasons (Please select only one):

1. The amount of the charge was increased from \$\_\_\_\_\_ to \$\_\_\_\_\_ or my sales receipt was added incorrectly. Enclosed is a copy of the sales receipt that shows the correct amount.

2. Fraudulent charge - I certify the charges listed were not made by me or a person authorized by me to use my card, nor were the represented goods or services received by me or a person authorized by me. **\*\*\*NOTE: This option is for fraud only and requires the account to be closed\*\*\***

3. I do not recognize the charges listed above and would like to receive more information from the merchant concerning the details of the charges or I need a copy of the sales receipt for my records. I understand that if, upon review of the merchant's information, it is determined the charges are valid, my account will be charged a \$7.50 Receipt Copy Fee per sales receipt received (This fee will not be charged if the charges are determined to be unauthorized or invalid).

4. I have not received merchandise that was supposed to be shipped to me on \_\_\_/\_\_\_/\_\_\_\_. I contacted the merchant on \_\_\_/\_\_\_/\_\_\_\_ to credit my account, but this has not happened. The merchant provided the following response to my inquiry (required): \_\_\_\_\_

5. A credit has not posted to my account and it has been more than 15 days. (Please attach a copy of the credit slip):

- The attached credit slip was listed as a charge on my statement
- I was issued a credit from the merchant that has not shown on my statement.

6. Although I did engage in the above transaction, I dispute the entire charge or a portion in the amount of \$\_\_\_\_\_. I have contacted the merchant and requested a credit adjustment. I either did not receive the credit or it was unsatisfactory. I am disputing the charge because \_\_\_\_\_

7. I certify that the charge in question was a single transaction, but was posted twice to my statement. I did have all cards in my possession at the time. I did not authorize the second transaction of \$\_\_\_\_\_

8. The merchandise or services I received was paid for by other means. (Please attach proof of payment by other means such as a copy of a cancelled check, a copy of a credit card statement, etc.).

9. I notified the merchant to cancel this recurring charge on \_\_\_/\_\_\_/\_\_\_\_. The cancellation number provided to me is \_\_\_\_\_. I cancelled the transaction because \_\_\_\_\_

10. Merchandise received by me was (check one):  
 Damaged  Defective  Unsuitable for Use  Not as Described  Counterfeit  
Please explain what was expected from the merchant versus what was received and details regarding your attempt to resolve the situation with the merchant. \_\_\_\_\_

11. Service provided to me was (check one):  
 Unsuitable for Use  Not as Described  Misrepresented  
Please explain what was expected from the merchant versus what was received and details regarding your attempt to resolve the situation with the merchant. \_\_\_\_\_

12. Although I did engage in a transaction at the merchant, I was billed for additional transactions that I did not engage in, nor did anyone else authorized to use my card. I did have all cards in my possession at the time of the transactions in question. Please list the additional transactions. \_\_\_\_\_

13. Other. Please explain: \_\_\_\_\_

Signature (required): \_\_\_\_\_ Date: \_\_\_\_\_

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

DATE: JULY 26, 2016

ITEM: CERTIFICATION OF MAXIMUM AD VALOREM TAX/MILLAGE RATE

**1. PLACED ON AGENDA BY:**  
 J. MICHAEL FULLER, CITY MANAGER  
**AND**  
 BEVERLY WALDRIP, DIRECTOR OF FINANCE

**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)**

Each year the City is required to certify the maximum millage rate with the Property Appraiser. The table below represents the FY17 Ad Valorem Tax Summary. The maximum millage rate is set as a benchmark; the Commission will have the ability to lower, but not exceed the maximum millage rate established. A summary of the current and alternative rates is shown below:

Ad Valorem Tax Summary			
Estimate of Taxable Property Values provided by Bay County Property Appraiser			\$477,081,952
Estimate of Taxable Property Values provided by Bay County Property Appraiser at 95%			\$453,227,854
Increment Value dedicated to CRA			(4,767,428)
Adjusted Value for General Fund			\$448,460,426
		Estimated Revenue @ 95%	
At FY14 Rate:	2.2500	\$1,009,036	(\$6,455 less than FY14 budget)
Alternative Rates:			<u>Revenue Difference</u>
Current Year ROLL BACK Rate	2.2519	\$1,009,888	\$ 852
Adjusted Roll Back based on prior year	2.9200	\$1,309,504	\$299,616
MAJORITY Vote Required – Maximum	3.0295	\$1,358,611	\$ 49,107
2/3 Vote Required – Maximum	3.3325	\$1,494,494	\$135,883

**Attachment(s):**

- Form DR-420 – Certification of Taxable Value 2016
- Form DR-420MM-P – Maximum Millage Levy Calculation, Preliminary Disclosure
- Form DR-420TIF – Tax Increment Adjustment Worksheet

**5. REQUESTED MOTION/ACTION:**

Staff requests approval of the Maximum Millage Rate of 3.3325 with the intent of lowering the final rate for FY2017.



# CERTIFICATION OF TAXABLE VALUE

Reset Form

Print Form

DR-420  
R. 5/12  
Rule 12D-16.002  
Florida Administrative Code  
Effective 11/12

Year: 2016	County: BAY
Principal Authority : CITY OF CALLAWAY	Taxing Authority : CITY OF CALLAWAY

## SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value of real property for operating purposes	\$	463,552,269	(1)
2.	Current year taxable value of personal property for operating purposes	\$	13,529,683	(2)
3.	Current year taxable value of centrally assessed property for operating purposes	\$	0	(3)
4.	Current year gross taxable value for operating purposes <i>(Line 1 plus Line 2 plus Line 3)</i>	\$	477,081,952	(4)
5.	Current year net new taxable value (Add new construction, additions, rehabilitative improvements increasing assessed value by at least 100%, annexations, and tangible personal property value over 115% of the previous year's value. Subtract deletions.)	\$	4,162,698	(5)
6.	Current year adjusted taxable value <i>(Line 4 minus Line 5)</i>	\$	472,919,254	(6)
7.	Prior year FINAL gross taxable value from prior year applicable Form DR-403 series	\$	471,513,076	(7)
8.	Does the taxing authority include tax increment financing areas? If yes, enter number of worksheets (DR-420TIF) attached. If none, enter 0	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	Number 1 (8)
9.	Does the taxing authority levy a voted debt service millage or a millage voted for 2 years or less under s. 9(b), Article VII, State Constitution? If yes, enter the number of DR-420DEBT, Certification of Voted Debt Millage forms attached. If none, enter 0	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	Number 0 (9)

<b>Property Appraiser Certification</b>	I certify the taxable values above are correct to the best of my knowledge.		
<b>SIGN HERE</b>	Signature of Property Appraiser:	Date :	
	Electronically Certified by Property Appraiser	6/29/2016 3:21 PM	

## SECTION II : COMPLETED BY TAXING AUTHORITY

If this portion of the form is not completed in FULL your taxing authority will be denied TRIM certification and possibly lose its millage levy privilege for the tax year. If any line is not applicable, enter -0-.

10.	Prior year operating millage levy <i>(If prior year millage was adjusted then use adjusted millage from Form DR-422)</i>	2.2500	per \$1,000	(10)
11.	Prior year ad valorem proceeds <i>(Line 7 multiplied by Line 10, divided by 1,000)</i>	\$	1,060,904	(11)
12.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value <i>(Sum of either Lines 6c or Line 7a for all DR-420TIF forms)</i>	\$	6,686	(12)
13.	Adjusted prior year ad valorem proceeds <i>(Line 11 minus Line 12)</i>	\$	1,054,218	(13)
14.	Dedicated increment value, if any <i>(Sum of either Line 6b or Line 7e for all DR-420TIF forms)</i>	\$	4,767,428	(14)
15.	Adjusted current year taxable value <i>(Line 6 minus Line 14)</i>	\$	468,151,826	(15)
16.	Current year rolled-back rate <i>(Line 13 divided by Line 15, multiplied by 1,000)</i>		2.2519 per \$1000	(16)
17.	Current year proposed operating millage rate		3.3325 per \$1000	(17)
18.	Total taxes to be levied at proposed millage rate <i>(Line 17 multiplied by Line 4, divided by 1,000)</i>	\$	1,589,876	(18)

19.	TYPE of principal authority (check one)	<input type="checkbox"/> County	<input type="checkbox"/> Independent Special District	(19)
		<input checked="" type="checkbox"/> Municipality	<input type="checkbox"/> Water Management District	
20.	Applicable taxing authority (check one)	<input checked="" type="checkbox"/> Principal Authority	<input type="checkbox"/> Dependent Special District	(20)
		<input type="checkbox"/> MSTU	<input type="checkbox"/> Water Management District Basin	
21.	Is millage levied in more than one county? (check one)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	(21)

<b>DEPENDENT SPECIAL DISTRICTS AND MSTUs</b>		<b>STOP HERE - SIGN AND SUBMIT</b>
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22.	Enter the total adjusted prior year ad valorem proceeds of the principal authority, all dependent special districts, and MSTUs levying a millage. <i>(The sum of Line 13 from all DR-420 forms)</i>	\$	1,054,218	(22)
23.	Current year aggregate rolled-back rate <i>(Line 22 divided by Line 15, multiplied by 1,000)</i>		2.2519 per \$1,000	(23)
24.	Current year aggregate rolled-back taxes <i>(Line 4 multiplied by Line 23, divided by 1,000)</i>	\$	1,074,341	(24)
25.	Enter total of all operating ad valorem taxes proposed to be levied by the principal taxing authority, all dependent districts, and MSTUs, if any. <i>(The sum of Line 18 from all DR-420 forms)</i>	\$	1,589,876	(25)
26.	Current year proposed aggregate millage rate <i>(Line 25 divided by Line 4, multiplied by 1,000)</i>		3.3325 per \$1,000	(26)
27.	Current year proposed rate as a percent change of rolled-back rate <i>(Line 26 divided by Line 23, <b>minus 1</b>, multiplied by 100)</i>		47.99 %	(27)

<b>First public budget hearing</b>	Date :	Time :	Place :
------------------------------------	--------	--------	---------

<b>S I G N  H E R E</b>	<b>Taxing Authority Certification</b>		I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.		
	Signature of Chief Administrative Officer :			Date :	
	Title :		Contact Name and Contact Title :		
	J. MICHAEL FULLER		Beverly Waldrip, Director of Finance		
	Mailing Address :		Physical Address :		
CITY MANAGER		6601 EAST HIGHWAY 22			
City, State, Zip :		Phone Number :		Fax Number :	
CALLAWAY, FLORIDA 32404		850/215-6722		850/871-2444	

# CERTIFICATION OF TAXABLE VALUE INSTRUCTIONS

"Principal Authority" is a county, municipality, or independent special district (including water management districts).

"Taxing Authority" is the entity levying the millage. This includes the principal authority, any special district dependent to the principal authority, any county municipal service taxing unit (MSTU), and water management district basins.

Each taxing authority must submit to their property appraiser a DR-420 and the following forms, as applicable:

- DR-420TIF, Tax Increment Adjustment Worksheet
- DR-420DEBT, Certification of Voted Debt Millage
- DR-420MM-P, Maximum Millage Levy Calculation - Preliminary Disclosure

## Section I: Property Appraiser

Use this DR-420 form for all taxing authorities except school districts. Complete Section I, Lines 1 through 9, for each county, municipality, independent special district, dependent special district, MSTU, and multicounty taxing authority. Enter only taxable values that apply to the taxing authority indicated. Use a separate form for the principal authority and each dependent district, MSTU and water management district basin.

### Line 8

Complete a DR-420TIF for each taxing authority making payments to a redevelopment trust fund under Section 163.387 (2)(a), Florida Statutes or by an ordinance, resolution or agreement to fund a project or to finance essential infrastructure.

Check "Yes" if the taxing authority makes payments to a redevelopment trust fund. Enter the number of DR-420TIF forms attached for the taxing authority on Line 8. Enter 0 if none.

### Line 9

Complete a DR-420DEBT for each taxing authority levying either a voted debt service millage (s. 12, Article VII, State Constitution) or a levy voted for two years or less (s. 9(b), Article VII, State Constitution).

Check "Yes" if the taxing authority levies either a voted debt service millage or a levy voted for 2 years or less (s. 9(b), Article VII, State Constitution). These levies do not include levies approved by a voter referendum not required by the State Constitution. Complete and attach DR-420DEBT. Do not complete a separate DR-420 for these levies.

Send a copy to each taxing authority and keep a copy. When the taxing authority returns the DR-420 and the accompanying forms, immediately send the original to:

Florida Department of Revenue  
Property Tax Oversight - TRIM Section  
P. O. Box 3000  
Tallahassee, Florida 32315-3000

## Section II: Taxing Authority

Complete Section II. Keep one copy, return the original and one copy to your property appraiser with the applicable DR-420TIF, DR-420DEBT, and DR-420MM-P within 35 days of certification. Send one copy to the tax collector. "Dependent special district" (ss. 200.001(8)(d) and 189.403(2), F.S.) means a special district that meets at least one of the following criteria:

- The membership of its governing body is identical to that of the governing body of a single county or a single municipality.
- All members of its governing body are appointed by the governing body of a single county or a single municipality.
- During their unexpired terms, members of the special district's governing body are subject to removal at will by the governing body of a single county or a single municipality.
- The district has a budget that requires approval through an affirmative vote or can be vetoed by the governing body of a single county or a single municipality.

"Independent special district" (ss. 200.001(8)(e) and 189.403 (3), F.S.) means a special district that is not a dependent special district as defined above. A district that includes more than one county is an independent special district unless the district lies wholly within the boundaries of a single municipality.

"Non-voted millage" is any millage not defined as a "voted millage" in s. 200.001(8)(f), F.S.

### Lines 12 and 14

Adjust the calculation of the rolled-back rate for tax increment values and payment amounts. See the instructions for DR-420TIF. On Lines 12 and 14, carry forward values from the DR-420TIF forms.

### Line 24

Include only those levies derived from millage rates.



Reset Form

Print Form

**MAXIMUM MILLAGE LEVY CALCULATION  
PRELIMINARY DISCLOSURE**  
For municipal governments, counties, and special districts

DR-420MM-P  
R. 5/12  
Rule 12D-16.002  
Florida Administrative Code  
Effective 11/12

Year: <b>2016</b>		County: BAY	
Principal Authority : CITY OF CALLAWAY		Taxing Authority: CITY OF CALLAWAY	
1.	Is your taxing authority a municipality or independent special district that has levied ad valorem taxes for less than 5 years?	<input type="checkbox"/> Yes	<input type="checkbox"/> No (1)
<p><i>IF YES,</i> <i>STOP HERE. SIGN AND SUBMIT. You are not subject to a millage limitation.</i></p>			
2.	Current year rolled-back rate from Current Year Form DR-420, Line 16	2.2519	per \$1,000 (2)
3.	Prior year maximum millage rate with a majority vote from <b>2015</b> Form DR-420MM, Line 13	2.9134	per \$1,000 (3)
4.	Prior year operating millage rate from Current Year Form DR-420, Line 10	2.2500	per \$1,000 (4)
<p><b>If Line 4 is equal to or greater than Line 3, skip to Line 11. If less, continue to Line 5.</b></p>			
<b>Adjust rolled-back rate based on prior year majority-vote maximum millage rate</b>			
5.	Prior year final gross taxable value from Current Year Form DR-420, Line 7	\$	471,513,076 (5)
6.	Prior year maximum ad valorem proceeds with majority vote <i>(Line 3 multiplied by Line 5 divided by 1,000)</i>	\$	1,373,706 (6)
7.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value from Current Year Form DR-420 Line 12	\$	6,686 (7)
8.	Adjusted prior year ad valorem proceeds with majority vote <i>(Line 6 minus Line 7)</i>	\$	1,367,020 (8)
9.	Adjusted current year taxable value from Current Year form DR-420 Line 15	\$	468,151,826 (9)
10.	Adjusted current year rolled-back rate <i>(Line 8 divided by Line 9, multiplied by 1,000)</i>	2.9200	per \$1,000 (10)
<b>Calculate maximum millage levy</b>			
11.	Rolled-back rate to be used for maximum millage levy calculation <i>(Enter Line 10 if adjusted or else enter Line 2)</i>	2.9200	per \$1,000 (11)
12.	Adjustment for change in per capita Florida personal income <i>(See Line 12 Instructions)</i>		<b>1.0375</b> (12)
13.	Majority vote maximum millage rate allowed <i>(Line 11 multiplied by Line 12)</i>	3.0295	per \$1,000 (13)
14.	Two-thirds vote maximum millage rate allowed <i>(Multiply Line 13 by 1.10)</i>	3.3325	per \$1,000 (14)
15.	Current year proposed millage rate	3.3325	per \$1,000 (15)
16.	<b>Minimum vote required to levy proposed millage:</b> (Check one) (16)		
<input type="checkbox"/>	a. Majority vote of the governing body: Check here if Line 15 is less than or equal to Line 13. The maximum millage rate is equal to the majority vote maximum rate. <b>Enter Line 13 on Line 17.</b>		
<input checked="" type="checkbox"/>	b. Two-thirds vote of governing body: Check here if Line 15 is less than or equal to Line 14, but greater than Line 13. The maximum millage rate is equal to proposed rate. <b>Enter Line 15 on Line 17.</b>		
<input type="checkbox"/>	c. Unanimous vote of the governing body, or 3/4 vote if nine members or more: Check here if Line 15 is greater than Line 14. The maximum millage rate is equal to the proposed rate. <b>Enter Line 15 on Line 17.</b>		
<input type="checkbox"/>	d. Referendum: The maximum millage rate is equal to the proposed rate. <b>Enter Line 15 on Line 17.</b>		
17.	The selection on Line 16 allows a maximum millage rate of <i>(Enter rate indicated by choice on Line 16)</i>	3.3325	per \$1,000 (17)
18.	Current year gross taxable value from Current Year Form DR-420, Line 4	\$	477,081,952 (18)

Taxing Authority : CITY OF CALLAWAY		DR-420MM-P R. 5/12 Page 2	
19.	Current year proposed taxes <i>(Line 15 multiplied by Line 18, divided by 1,000)</i>	\$ 1,589,876	(19)
20.	Total taxes levied at the maximum millage rate <i>(Line 17 multiplied by Line 18, divided by 1,000)</i>	\$ 1,589,876	(20)
<b>DEPENDENT SPECIAL DISTRICTS AND MSTUs</b>		 <b>STOP HERE. SIGN AND SUBMIT.</b>	
21.	Enter the current year proposed taxes of all dependent special districts & MSTUs levying a millage. <i>(The sum of all Lines 19 from each district's Form DR-420MM-P)</i>	\$ 0	(21)
22.	Total current year proposed taxes <i>(Line 19 plus Line 21)</i>	\$ 1,589,876	(22)
<b>Total Maximum Taxes</b>			
23.	Enter the taxes at the maximum millage of all dependent special districts & MSTUs levying a millage <i>(The sum of all Lines 20 from each district's Form DR-420MM-P)</i>	\$ 0	(23)
24.	Total taxes at maximum millage rate <i>(Line 20 plus Line 23)</i>	\$ 1,589,876	(24)
<b>Total Maximum Versus Total Taxes Levied</b>			
25.	Are total current year proposed taxes on Line 22 equal to or less than total taxes at the maximum millage rate on Line 24? (Check one)	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	(25)
<b>S I G N  H E R E</b>	<b>Taxing Authority Certification</b>	I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.	
	Signature of Chief Administrative Officer :		Date :
	Title : J. MICHAEL FULLER	Contact Name and Contact Title : Beverly Waldrip, Director of Finance	
	Mailing Address : CITY MANAGER	Physical Address : 6601 EAST HIGHWAY 22	
City, State, Zip : CALLAWAY, FLORIDA 32404		Phone Number : 850/215-6722	Fax Number : 850/871-2444

**Complete and submit this form DR-420MM-P, Maximum Millage Levy Calculation-Preliminary Disclosure, to your property appraiser with the form DR-420, Certification of Taxable Value.**

**MAXIMUM MILLAGE LEVY CALCULATION  
PRELIMINARY DISCLOSURE  
INSTRUCTIONS**

**General Instructions**

Each of the following taxing authorities must complete a DR-420MM-P.

- County
- Municipality
- Special district dependent to a county or municipality
- County MSTU
- Independent special district, including water management districts
- Water management district basin

Voting requirements for millages adopted by a two-thirds or a unanimous vote are based on the full membership of the governing body, not on the number of members present at the time of the vote.

This form calculates the maximum tax levy for 2016 allowed under s. 200.065(5), F.S. Counties and municipalities, including dependent special districts and MSTUs, which adopt a tax levy at the final hearing higher than allowed under s. 200.065, F.S., may be subject to the loss of their half-cent sales tax distribution.

DR-420MM-P shows the preliminary maximum millages and taxes levied based on your proposed adoption vote. Each taxing authority must complete, sign, and submit this form to their property appraiser with their completed DR-420, Certification of Taxable Value.

The vote at the final hearing and the resulting maximum may change. After the final hearing, each taxing authority will file a final Form DR-420MM, Maximum Millage Levy Calculation Final Disclosure, with Form DR-487, Certification of Compliance, with the Department of Revenue.

Specific tax year references in this form are updated each year by the Department.

**Line Instructions**

**Lines 5-10**

Only taxing authorities that levied a 2015 millage rate less than their maximum majority vote rate must complete these lines. The adjusted rolled-back rate on Line 10 is the rate that would have been levied if the maximum vote rate for 2015 had been adopted. If these lines are completed, enter the adjusted rate on Line 11.

**Line 12**

This line is entered by the Department of Revenue. The same adjustment factor is used statewide by all taxing authorities. It is based on the change in per capita Florida personal income (s. 200.001(8)(i), F.S.), which Florida Law requires the Office of Economic and Demographic Research to report each year.

**Lines 13 and 14**

Millage rates are the maximum that could be levied with a majority or two-thirds vote of the full membership of the governing body. With a unanimous vote of the full membership (three-fourths vote of the full membership if the governing body has nine or more members) or a referendum, the maximum millage rate that can be levied is the taxing authority's statutory or constitutional cap.

**Line 16**

Check the box for the minimum vote necessary at the final hearing to levy your adopted millage rate.

**Line 17**

Enter the millage rate indicated by the box checked in Line 16. If the proposed millage rate is equal to or less than the majority vote maximum millage rate, enter the majority vote maximum. If a two-thirds vote, a unanimous vote, or a referendum is required, enter the proposed millage rate. For a millage requiring more than a majority vote, the proposed millage rate must be entered on Line 17, rather than the maximum rate, so that the comparisons on Lines 21 through 25 are accurate.



Reset Form

Print Form

DR-420TIF

R. 6/10

Rule 12D-16.002

Florida Administrative Code

Effective 11/12

# TAX INCREMENT ADJUSTMENT WORKSHEET

Year : 2016	County : BAY
Principal Authority : CITY OF CALLAWAY	Taxing Authority : CITY OF CALLAWAY
Community Redevelopment Area : Callaway CRA	Base Year : 2006

**SECTION I : COMPLETED BY PROPERTY APPRAISER**

1.	Current year taxable value in the tax increment area	\$	188,878,463	(1)
2.	Base year taxable value in the tax increment area	\$	183,860,118	(2)
3.	Current year tax increment value <i>(Line 1 minus Line 2)</i>	\$	5,018,345	(3)
4.	Prior year Final taxable value in the tax increment area	\$	186,305,210	(4)
5.	Prior year tax increment value <i>(Line 4 minus Line 2)</i>	\$	2,445,092	(5)

<b>SIGN HERE</b>	<b>Property Appraiser Certification</b>		I certify the taxable values above are correct to the best of my knowledge.	
	Signature of Property Appraiser :		Date :	
	Electronically Certified by Property Appraiser		6/29/2016 3:21 PM	

**SECTION II: COMPLETED BY TAXING AUTHORITY Complete EITHER line 6 or line 7 as applicable. Do NOT complete both.**

6. If the amount to be paid to the redevelopment trust fund IS BASED on a specific proportion of the tax increment value:				
6a.	Enter the proportion on which the payment is based.		95.00 %	(6a)
6b.	Dedicated increment value <i>(Line 3 multiplied by the percentage on Line 6a)</i> <i>If value is zero or less than zero, then enter zero on Line 6b</i>	\$	4,767,428	(6b)
6c.	Amount of payment to redevelopment trust fund in prior year	\$	6,686	(6c)
7. If the amount to be paid to the redevelopment trust fund IS NOT BASED on a specific proportion of the tax increment value:				
7a.	Amount of payment to redevelopment trust fund in prior year	\$	0	(7a)
7b.	Prior year operating millage levy from Form DR-420, Line 10		0.0000 per \$1,000	(7b)
7c.	Taxes levied on prior year tax increment value <i>(Line 5 multiplied by Line 7b, divided by 1,000)</i>	\$	0	(7c)
7d.	Prior year payment as proportion of taxes levied on increment value <i>(Line 7a divided by Line 7c, multiplied by 100)</i>		0.00 %	(7d)
7e.	Dedicated increment value <i>(Line 3 multiplied by the percentage on Line 7d)</i> <i>If value is zero or less than zero, then enter zero on Line 7e</i>	\$	0	(7e)

<b>S I G N  H E R E</b>	<b>Taxing Authority Certification</b>		I certify the calculations, millages and rates are correct to the best of my knowledge.	
	Signature of Chief Administrative Officer :		Date :	
	Title : J. MICHAEL FULLER		Contact Name and Contact Title : Beverly Waldrip, Director of Finance	
	Mailing Address : CITY MANAGER		Physical Address : 6601 EAST HIGHWAY 22	
	City, State, Zip : CALLAWAY, FLORIDA 32404		Phone Number : 850/215-6722	Fax Number : 850/871-2444

# TAX INCREMENT ADJUSTMENT WORKSHEET INSTRUCTIONS

Property appraisers must complete and sign Section I of this worksheet and provide it with form DR-420, *Certification of Taxable Value*, to all taxing authorities who make payments to a redevelopment trust fund under:

- s. 163.387(2)(a), Florida Statutes, or
- An ordinance, resolution, or agreement to fund a project or to finance essential infrastructure.

"Tax increment value" is the cumulative increase in taxable value from the base year to the current year within the defined geographic area. It is used to determine the payment to a redevelopment trust fund under:

- s. 163.387(1), F.S. or
- An ordinance, resolution, or agreement to fund a project or finance essential infrastructure. In this case, the taxing authority must certify the boundaries and beginning date to the property appraiser.

"Dedicated increment value" is the portion of the tax increment value used to determine the payment to the redevelopment trust fund. (See s. 200.001(8)(h), F.S.) Calculate the dedicated increment value on this form and enter on either Line 6b or Line 7e.

"Specific proportion," used to determine whether to complete Line 6 or Line 7, refers to the calculation of the tax increment payment. Examples:

- Example 1.  
Section 163.387(1), F.S., states the payment made by the taxing authority should equal 95% of the millage levied times the tax increment value. The specific proportion in this case is 95%. The ordinance providing for the payment may set a percentage lower than 95%. In these cases, the lower percentage would be the specific proportion.
- Example 2.  
Some required tax increment payments are not directly related to the tax increment value. A constant dollar payment is a payment not based on a specific proportion of the tax increment value. Line 7 converts these payments into a proportion based on the prior year's payment and tax increment value to reach the current year's dedicated increment value.

## Section I: Property Appraiser

A. Complete Section I of this form for each county, municipality, independent special district, dependent special district, and MSTU that:

- Has a tax increment value and
- Is not exempted from making payments to a community redevelopment trust fund based on tax increments (s. 163.387(2)(c), F.S.).

If a taxing authority has more than one tax increment value, they must complete a separate form for each tax increment value. Send a copy to each taxing authority with the DR-420 and keep a copy. When the taxing authority returns the completed forms, immediately send the original to:

Florida Department of Revenue  
Property Tax Oversight Program - TRIM Section  
P. O. Box 3000  
Tallahassee, Florida 32315-3000

B. Enter only tax increment values that apply to the value located within the taxing authority indicated.

## Section II: Taxing Authority

Complete Section II of the form, keep one copy, and return the original and one copy to your property appraiser with DR-420 within 35 days of certification. Send one copy to your tax collector.

## Additional Instructions for Lines 6 and 7

Complete Line 6 if the payment into the redevelopment trust fund is a specific proportion of the tax increment value.

Complete Line 7 if the payment is based on a calculation other than a specific proportion. Do not complete both Lines 6 and 7.

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

DATE: JULY 26, 2016

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

**1. PLACED ON AGENDA BY:**

J. MICHAEL FULLER, CITY MANAGER

**AND**

JANICE L. PETERS, CITY CLERK

**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:

	<b>MAXIS360</b>	<b>WOW</b>
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) \$8,900.00	(Leasing) \$4,100 - \$5,100
Rewiring (Estimates)		

*\*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 FORMS
- AGREEMENT FOR CONTRACTOR SERVICES

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

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 32444

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]

[Printed, typed or stamped name of Notary Public]  


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

**BID/RFP CERTIFICATION FORM**  
**CITY OF CALLAWAY**  
**TELECOMMUNICATIONS 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

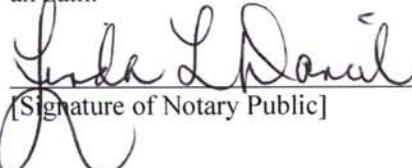
Affix Corporate Seal  
(If Corporation)

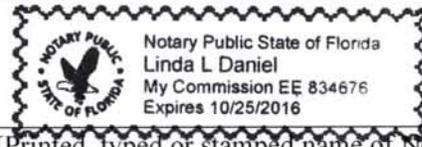
State of Florida

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.

  
[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.**

**AGREEMENT FOR CONTRACTOR SERVICES  
TELECOMMUNICATION SERVICES  
BID NO.: CM2016-01**

This Agreement made as of this 26th day of, July, 2016, by and between the **City of Callaway**, Florida - (the "CITY"), and **MAXIS360**, authorized to do business in the State of Florida (the "CONTRACTOR"), and whose address is 1701 Tennessee Avenue, Suite 100, Lynn Haven, FL 32444, Phone: (850) 874-0101 Fax: (850) 769-6639.

In consideration of the mutual promises contained herein, the CITY and the CONTRACTOR agree as follows:

**ARTICLE 1 - SERVICES**

The CONTRACTOR'S responsibility under this Agreement is to furnish, deliver, and construct all materials, labor, and equipment and to perform all operations in accordance with the plans and specifications and as listed in the Bid Form for the **TELECOMMUNICATION SERVICES RFP NO. CM2016-04**.

Services of the CONTRACTOR shall be under the general direction of the CITY MANAGER, who may designate a person to act as the CITY'S representative (hereinafter "REPRESENTATIVE") during the performance of this Agreement.

The CITY shall furnish to the CONTRACTOR up to four (4) sets of the Contract Documents for execution of the Work. Additional copies of the Contract Documents are available at the cost of reproduction.

**ARTICLE 2 - SCHEDULE**

The term of this contract shall be for an initial three (3) year period, with an additional three (3) one-year (1-year) periods upon written consent of CONTRACTOR and approval by the Commission of the City of Callaway, along with any cost increases at that time. Thereafter, the contract will automatically renew annually, unless termination is initiated by either party pursuant to Article 4 herein. Any cost increases will need approval of Commission upon renewal.

**ARTICLE 3 - PAYMENTS TO CONTRACTOR**

- A. The CITY shall pay to the CONTRACTOR for services satisfactorily performed, a monthly recurring charge of **\$3,895.05**, for the first 3-year period. The monthly recurring charge of **\$2,650.05** will apply thereafter, which includes all direct charges, indirect charges and reimbursable expenses, if any. The CITY shall pay to the CONTRACTOR non-recurring fee on a lump sum basis in the amount not-to-exceed **\$8,900** upon satisfactory completion of the installation and rewiring work required as provided in the submitted bid.

These fees do not include taxes, fees or surcharges, which may include government imposed fees and taxes, government program fees (such as 911, LNP, TRS and universal service), and non-governmental fees and charges (such as the Broadcast TV fee, Sports Surcharge and other specific cost recovery fees, subscriber line charges, line fees, access charges and carrier service fees) and will vary depending upon the service location and the services to which the CITY subscribes. The CONTRACTOR will bill the CITY monthly.

- B. The invoices received from the CONTRACTOR pursuant to this Agreement will be reviewed and approved by the City Manager's office, indicating that services have been rendered in conformity with the Agreement, and then will be sent to the Finance Department for payment. The invoice must specify the work performed. Ten percent (10%) of each invoiced amount will be withheld and retained by the CITY until completion of the work to the satisfaction of the CITY.
- C. In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR'S final/last billing to the CITY. This indicates that all services have been performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice shall be waived by the CONTRACTOR.
- D. CONTRACTOR acknowledges that it has reviewed the scope of work and inspected the work site and does not anticipate having any CONTRACTOR requested change orders.

#### **ARTICLE 4 - TERMINATION**

This Agreement may be terminated by the CONTRACTOR on 60 days prior written notice to the CITY in the event of substantial failure by the CITY to perform in accordance with the terms hereof through no fault of the CONTRACTOR. It may also be terminated by the CITY, with or without cause, immediately upon written notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Agreement, the CONTRACTOR shall be paid for services rendered to the CITY'S satisfaction through the date of termination. After receipt of a termination notice and except as otherwise directed by the CITY the CONTRACTOR shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other material related to the terminated work to the CITY.
- D. Continue and complete all parts of the work that have not been terminated.

#### **ARTICLE 5 - PERSONNEL**

The CONTRACTOR represents that it has or will secure at its own expense all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the CITY.

All of the services required herein under shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under State and local law to perform such services.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

#### **ARTICLE 6 - SUBCONTRACTING**

The CITY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. The CONTRACTOR is

encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new subcontractor by the CITY.

#### **ARTICLE 7 - FEDERAL AND STATE TAX**

The CONTRACTOR shall be responsible for payment of its own FICA and Social Security benefits with respect to this Agreement and the personnel it employs.

#### **ARTICLE 8 – INSURANCE & BONDS**

- A. The CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance and bonds required under this paragraph and such insurance has been verified by the CITY.
- B. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida.

The CONTRACTOR shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the amount of \$1,000,000 and \$2,000,000 combined single limit for property damage and bodily injury liability covering claims which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles, whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR. CONTRACTOR shall purchase and maintain a policy or policies of commercial general liability insurance satisfactory in all respects to CITY, and casualty and extended coverage insurance. All policies shall be occurrence form policies and shall name CITY as an additional insured, with the premium thereon fully paid by CONTRACTOR on or before their due date. The general liability insurance policy shall afford minimum protection of \$1,000,000 and \$2,000,000 combined single limit coverage for bodily injury.

Required insurance shall be documented in Certificates of Insurance which provide that CITY shall be notified at least 30 days in advance of cancellation, non-renewal or adverse change. New Certificates of Insurance are to be provided to CITY at least 15 days prior to coverage renewals. City of Callaway, Florida is to be named as an additional insured entity.

If requested by CITY, CONTRACTOR shall furnish complete copies of its insurance policies, forms and endorsements.

For commercial general liability coverage, CONTRACTOR shall, at the option of CITY, provide an indication of the amount of claims, payments or reserves chargeable to the aggregate amount of liability coverage.

Receipt of certificates or other documentation of insurance or policies or copies of policies by CITY, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of CONTRACTOR'S obligation to fulfill the insurance requirements herein.

CONTRACTOR shall also purchase and maintain workers compensation insurance for all obligations imposed by law, with employer's liability limits of at least the statutory limit, or provide notarized affidavit of exemption listing relevant statutes. CONTRACTOR shall also purchase any other coverage required by law.

CONTRACTOR'S maintenance of the insurance policies required hereunder shall not limit or otherwise affect its liability hereunder.

- C. In the event that a performance or payment bond is required due to use of grant funds for the project, by City Commission or as otherwise required, the CONTRACTOR shall not commence work under this Agreement until it has obtained the required bonds and provided such bonds to the CITY.

#### **ARTICLE 9 - EXCUSABLE DELAYS**

The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the CONTRACTOR'S control and without its fault or negligence. Such causes may include, but are not limited to: acts of God; the City's omissive and commissive failures; natural or public health emergencies; labor disputes; freight embargoes; and severe weather conditions. If failure to perform is caused by the failure of the CONTRACTOR'S subcontractor(s) and is without the fault or negligence of them, the CONTRACTOR shall not be deemed to be in default.

Upon the CONTRACTOR'S request, the CITY shall consider the facts and extent of any failure to perform the work and, if the CONTRACTOR'S failure to perform was without its fault or negligence as determined by the CITY, any affected provision of this Agreement shall be revised accordingly; subject to the CITY's rights to change, terminate, or stop any or all of the work at anytime.

#### **ARTICLE 10 - LIQUIDATED DAMAGES**

Liquidated damages shall be paid to the CITY at the rate of \$200 per day for all work awarded under the contract until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and Legal Holidays shall be excluded in determining days in default.

It is agreed that the amount is the per-diem rate for damage incurred by reason of failure to complete the work. The said amount is hereby agreed upon as the reasonable costs which may be accrued by the CITY after the expiration of the time of completion. It is expressly understood and agreed that this amount is not to be considered in the nature of a penalty, but as liquidated damages which have accrued against the CONTRACTOR. The CITY shall have the right to deduct such damages from any amount due, or that may become due the CONTRACTOR, or the amount of such damages shall be due and collectable from the CONTRACTOR or Surety.

#### **ARTICLE 11 - ARREARS**

The CONTRACTOR shall not pledge the CITY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

#### **ARTICLE 12 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The CONTRACTOR shall deliver to the CITY for approval and acceptance, and before being eligible for final payment of any amount due, all documents and materials prepared by and for the CITY under this Agreement.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CITY or at its expense will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the CITY'S prior written consent.

Such information and data shall be and will remain the CITY'S property and may be reproduced and reused at the discretion of the CITY.

All products generated by the CONTRACTOR for the CITY become the property of the CITY. The CITY may require submission of any electronic file version of reports, data, maps, or other submission of documentation produced for or as a result of this project in addition to paper documents.

The CITY and the CONTRACTOR shall comply with the provisions of the Florida Public Records Law.

**PUBLIC RECORDS LAW.** CONTRACTOR acknowledges that it is familiar with the provisions of the Public Records Law of the State of Florida.

CONTRACTOR agrees to comply with Chapter 119, Florida Statutes, and specifically per Florida Statute 119.0701, CONTRACTOR agrees to keep and maintain public records that would be required by the City of Callaway in order to perform the services provided for in this Agreement; CONTRACTOR agrees to provide public access to any required public records in the same manner as a public agency; CONTRACTOR agrees to protect exempt or confidential records from disclosure; CONTRACTOR agrees to meet public records retention requirement; and CONTRACTOR agrees that at the end of term of this Agreement, to transfer all public records to the City of Callaway and destroy any duplicate exempt or confidential public records.

All products generated by the CONTRACTOR for the CITY become the property of the CITY. The CITY may require submission of any electronic file version of reports, data, maps or other submission of documentation produced for or as a result of this Bid/Proposal in addition to paper documents.

Further, in accordance with the Public Records Laws of the State of Florida, Section 119.0701, (2013), Contractor must:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- B. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.
- E. If a contractor does not comply with a public records request, the public agency shall enforce the contract provision in accordance with the contract.

**If the CONTRACTOR has questions regarding the application of Chapter 119, Florida Statutes, to the CONTRACTOR'S duty to provide public records relating to this contract, contact the custodian of public records, Janice Peters, City Clerk, at 850-215-6694, by email at [jpeters@cityofcallaway.com](mailto:jpeters@cityofcallaway.com), or via mail, at 6601 E. Hwy. 22, Callaway, FL 32404.**

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

#### **ARTICLE 13 - INDEPENDENT CONTRACTOR RELATIONSHIP**

The CONTRACTOR is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees to the CITY shall be that of an independent contractor and not as employees or agents of the CITY.

The CONTRACTOR does not have the power or authority to bind the CITY in any promise, agreement or representation.

#### **ARTICLE 14 - CONTRACT ASSIGNMENT**

The CONTRACTOR shall not sublet, sell, transfer, assign or otherwise dispose of the CONTRACT or any portion thereof, or of his right, title, or interest therein, without written consent of the CITY. The CONTRACTOR shall complete the work contemplated by the terms and conditions of this Agreement in an amount equivalent to at least 50 percent (50%) of the dollar value of work to be performed under this Contract utilizing its own business or corporate entity, so that no single labor, material man, or subcontractor shall be permitted to perform more than 50% of the work contemplated by this Contract.

#### **ARTICLE 15 - AMENDMENT**

None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by a written instrument executed by the parties hereto.

#### **ARTICLE 16 - ENFORCEMENT COSTS**

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

#### **ARTICLE 17 - AUTHORITY TO PRACTICE**

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

#### **ARTICLE 18 - SEVERABILITY**

If any term or provision on this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

## **ARTICLE 19 - CITY'S REPRESENTATIVE AND AUTHORITY**

The person designated by the CITY MANAGER shall serve as the CITY'S REPRESENTATIVE and shall decide questions which may arise as to quality and acceptability of materials furnished and work performed, and shall interpret the intent of the Contract Documents with reasonable promptness.

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

The REPRESENTATIVE may assign Project Inspector(s) who shall serve to assist the REPRESENTATIVE in determining if the work performed and the materials used meet the Contract requirements. The Project Inspector shall be authorized to issue Field Orders. The Project Inspector shall be authorized to stop all or any portion of the work if in his opinion the work is not proceeding according to the requirements of the plans and specifications.

## **ARTICLE 20 - MODIFICATION**

The CITY reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the CITY'S notification of a contemplated change, the CONTRACTOR shall (1) if requested by CITY, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the CITY of any estimated change in the completion date, and (3) advise the CITY in writing if the contemplated change shall affect the CONTRACTOR'S ability to meet the completion dates or schedules of this Agreement.

If the CITY so instructs in writing, the CONTRACTOR shall suspend work on that portion of the work affected by a contemplated change, pending the CITY'S decision to proceed with the change.

If the CITY elects to make the change, the CITY shall issue a contract amendment or change order and the CONTRACTOR shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

## **ARTICLE 21 - CONTRACT DOCUMENTS**

The other documents which comprise the entire Agreement are attached hereto, made a part hereof and consist of the following:

- A. Advertisement for Bids,
- B. Special Instructions and Conditions,
- C. General Instructions and Conditions,
- D. Minimum Technical Specifications,
- E. Bid Forms  
Bid Certification Form  
Drug-Free Workplace Certification  
Public Entity Crimes Statement,
- G. Addendums (if any),
- H. Performance & Payments Bonds (if required),
- I. Change Orders (if any).

In the event of a conflict between the terms of the above documents and the terms of this Agreement, the terms of this Agreement shall prevail.

There are no contract documents other than those listed above and there are no promises or understandings other than those stated herein.

**ARTICLE 22 - VENUE**

All applicable laws, regulations and ordinances of the State of Florida, Bay County and the City of Callaway will apply to consideration and award of any Bid/Proposal and the performance of the bidder/proposal pursuant thereto, and shall be governed by the laws of the State of Florida both as to intention and performance. The venue for any action arising from the award or subsequent performance shall lie exclusively in the Circuit Court of Bay County, Florida, or the United States District Court for the Northern District of Florida, as applicable.

**ARTICLE 23 - NOTICE**

All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the CITY shall be mailed to:

City of Callaway  
6601 East Hwy. 22  
Callaway, Florida 32404  
Attention: Janice L. Peters, City Clerk  
Phone: (850) 215-6694  
Fax: (850) 871-2224  
Email: [jpeters@cityofcallaway.com](mailto:jpeters@cityofcallaway.com)

With a copy to: Kevin D. Obos, Esq. City Attorney  
Harrison Sale McCloy  
P.O. Drawer 1579  
Panama City, FL 32402  
Phone: (850) 769-3434  
Fax: (850) 769-6121

and if sent to the CONTRACTOR shall be mailed to:

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Either party may change its address noted above by giving written notice to the other party in accordance with the requirements of the Section.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.

This Agreement is entered into as of the day and year first written above and is executed in at least two original copies of which one is to be delivered to the CONTRACTOR, and one to the CITY CLERK for filing in the official records.

CITY CLERK

CITY OF CALLAWAY, FLORIDA

Attest: \_\_\_\_\_  
Janice L. Peters, MMC  
City Clerk

By: \_\_\_\_\_  
Bob Pelletier, Mayor

Contractor Witnesses:  
(2 REQUIRED)

Contractor:

Witness: \_\_\_\_\_  
Name  
  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Business Name  
  
By: \_\_\_\_\_  
Signature

Witness: \_\_\_\_\_  
Name  
  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

APPROVED AS TO FORM FOR THE RELIANCE OF THE  
CITY OF CALLAWAY ONLY:

\_\_\_\_\_  
KEVIN D. OBOS, HARRISON SALE MCCLOY  
CITY ATTORNEY

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

DATE: JULY 26, 2016

ITEM: **LOCKBOX – REVIEW OF COSTS TO DATE**

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

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

Review and discussion of Lockbox costs to date.

Lockbox (Maintenance Fee & ACH Transactions)

April 2015 – June 2016 \$9,640.05

Overtime (3 Utility Billing Representatives)

April 2015 – June 2016 \$5,952.68

Total Lockbox & Overtime = \$15,592.73

**ATTACHMENT:**

5. **REQUESTED MOTION/ACTION:**

Discussion and/or direction to staff.

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

DATE: JULY 26, 2016

ITEM: GPS FOR CITY VEHICLES

1. **PLACED ON AGENDA BY:**  
MELBA COVEY, COMMISSIONER WARD I

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 requested by Commissioner Covey.

ATTACHMENT:

5. **REQUESTED MOTION/ACTION:**

Discussion and/or direction to staff.

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

DATE: JULY 26, 2016

ITEM: MONTHLY NEWSLETTER

1. **PLACED ON AGENDA BY:**  
MELBA COVEY, COMMISSIONER WARD I

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 requested by Commissioner Covey.

**ATTACHMENT:**

5. **REQUESTED MOTION/ACTION:**

Discussion and/or direction to staff.

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

DATE: JULY 26, 2016

ITEM: ORDINANCE No. 968 – GARBAGE PLACEMENT DISCUSSION

**1. PLACED ON AGENDA BY:**  
MELBA COVEY, COMMISSIONER WARD I

**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 requested by Commissioner Covey.

**ATTACHMENT:**

- ORDINANCE No. 968

**5. REQUESTED MOTION/ACTION:**

Discussion and/or direction to staff.

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 28<sup>th</sup> day of June, 2016.

**CITY OF CALLAWAY, FLORIDA**

By: Bob Pelletier  
Bob Pelletier, Mayor

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

PASSED ON FIRST READING: MAY 24, 2016

NOTICE PUBLISHED ON: JUNE 17, 2016

PASSED ON SECOND READING: JUNE 28, 2016

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

Kevin Obos  
Kevin Obos, City Attorney

**VOTE OF COMMISSION:**

Covey	<u>AYE</u>
Fairbanks	<u>AYE</u>
Henderson	<u>AYE</u>
Pelletier	<u>AYE</u>
Townsend	<u>AYE</u>

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

DATE: JULY 26, 2016

ITEM: RFP FOR SOLID WASTE GRINDING & HAULING

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 current Agreement with Redmond's, Inc. for Grinding and Disposal was signed July 12, 2012, and automatically renews annually. However, after the initial 1-year term, the City may cancel the contract upon thirty (30) day written notice, without cause. The Solid Waste Division of Public Works believes it would be in the best interest of the City to submit a letter of intent to cancel the agreement with Redmond's and publish a new Request for Proposals for these services.

**ATTACHMENT:**

- YARD DEBRIS GRINDING & DISPOSAL AGREEMENT WITH REDMOND'S INC.

5. **REQUESTED MOTION/ACTION:**

It is requested that the Commission authorize staff to issue a letter of intent to terminate contract and to publish an RFP for these services.



**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  
Ron Fairbanks  
Pam Henderson  
Joseph R. Townsend

**MEMORANDUM**

DATE: July 11, 2016

TO: J Michael Fuller,  
City Manager

FROM: Oscar J. Martinez,   
Public Works Director

RE: Request for Advertisement of Request for Proposers for Grinding and  
Disposal Services

Please the attached copy of the Grinding and Disposal Agreement with Redmond's, Inc. signed July 12, 2012. This contract has been automatically renewed yearly since executed in 2012.

The Solid Waste Division of Public Works, considering the best interest of the City, requests approval to cancel this agreement with Redmond's and advertise for proposers for a new contract for services.

Thank you.

Attachment

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

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

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

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

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

***"This institution is an equal opportunity provider, and employer."***

## **YARD DEBRIS GRINDING AND DISPOSAL AGREEMENT**

**THIS AGREEMENT** is made and entered as of the 12<sup>th</sup> day of July, 2012 (the "Effective Date"), by and between the **CITY OF CALLAWAY, FLORIDA**, a municipal corporation, whose address is 6601 Highway 22, Panama City, FL 32404 (the "City") and **REDMON'S INC.**, a Florida corporation, whose address is 8606 Laird Street, Panama City Beach, Florida 32408.

**IN CONSIDERATION** of the sums to be paid and the mutual covenants and benefits of this Agreement, the parties agree:

### **TERM**

This Agreement shall commence on the Effective Date and continue for an initial term of one (1) year thereafter. Upon the conclusion of the initial and any renewal term, this Agreement shall be automatically renewed for a period of one (1) year unless prior to the commencement of any such renewal either party shall notify the other in writing of an intention not to renew.

### **CONTRACTOR'S SERVICES**

During the initial and any renewal term of this Agreement, Contractor shall provide the following services (the "Services") promptly as and when required by the City:

Accept, chip or grind, transport and deliver to the Panama City Paper Mill (the "Mill") yard debris collected or stored by the City in its debris yard, and obtain from the Mill and present to the City a weight ticket (tonnage receipt) establishing the tonnage of ground or chipped yard debris for which Contractor will be paid. In addition, Contractor shall properly accept, transport and dispose of any other miscellaneous mix of debris in the debris yard, including sand, metals, plastics, rubber and construction debris. As used herein, the term "yard debris" shall include but not be limited to tree trunks, limbs, branches and stumps, shrubs, clippings, grass cuttings, leaves, moss, palm fronds, lumber, plywood and similar cellulose material. Upon acceptance, all debris shall become the property of Contractor.

### **CONTRACTOR'S RELATED OBLIGATIONS**

During the initial and any renewal term of this Agreement, Contractor shall:

1. Furnish all equipment, trucks, tools, materials, supplies and labor required to perform the Services;
2. Provide all applicable worker's compensation insurance for its employees and agents, and defend, indemnify and hold harmless the City from any and all claims or demands arising from or associated with any injury, disability or death of any of Contractor's employees or

agents.

3. Maintain motor-vehicle (minimum \$1,000,000 combined single limit) and general public liability insurance (minimum \$1,000,000 combined single limit) covering Contractor and its authorized employees and agents in the performance of the Services, and defend, hold harmless and indemnify City for any claim or demand for personal injury or property damage arising from or associated therewith, unless Contractor shall establish that such injury or damage was caused solely by the City.
4. At its sole expense obtain and maintain for itself, and if appropriate for the City, any permits, licenses and other approvals from the Florida Department of Environmental Protection, Florida Department of Transportation, the Federal Environmental Protection Agency and any other local, state or federal governmental authority, necessary or convenient to perform the Services.
5. Always perform the Services in the manner required by all authorized governmental authorities including the Florida Department of Environmental Protection, the Florida Department of Transportation and the Federal Environmental Protection Agency.
6. Prepare, retain and timely submit accurate records, tests and all documentation related to the Services as may be required by the Florida Department of Environmental Protection, the Florida Department of Transportation, the Federal Environmental Protection Agency or any other governmental authority.
7. Retain and make all its records relating to the Services available to the City or its designee at any time for a period of five (5) years following the termination of this agreement by lapse of time or otherwise.
8. Pay and defend, indemnify and hold harmless the City from, any liability, claim, demand, liability, fine, costs of defense or investigation, including attorneys fees at trial or appeal, or cost of clean-up or remediation, resulting from or associated with Contractor's failure or alleged failure to comply with any term or condition of this agreement, any permit or license requirement, or any environmental law or regulation, unless Contractor shall establish that such failure was caused solely by the City.
9. Perform the in-yard grinding or chipping and hauling Services between the hours of 7:00 am and 7:00 pm Monday through Friday, and give the City reasonable notice of when work will be done so that a City employee may be available to confirm the loads and sign the yard tally sheet. The City employee shall have no authority or responsibility to supervise, direct or control Contractor's performance of the Services.

## CITY'S OBLIGATIONS

During the initial and any renewal term of this Agreement, the City shall:

1. Give Contractor five (5) day's notice, by telephone, fax or email, of its requirement for Services.
2. Collect and store yard debris on a debris storage lot within the boundaries of the City, provide Contractor access to the lot with space for Contractor to perform all necessary or convenient grinding, chipping and loading activities.
4. Compile and furnish existing information and otherwise cooperate with Contractor in obtaining and maintaining any permits, licenses and governmental approval relating to the Services.
5. Refrain from entering a contract with any other person for the grinding, chipping, transportation and disposal of the City's yard debris.

## COMPENSATION

During the initial and any renewal term of this Agreement, City shall pay Contractor as compensation for the Services and in consideration of the Contractor's obligations, the sum of FOURTEEN DOLLARS AND EIGHTY CENTS (\$14.80) PER TON of material properly transported and delivered to and accepted by the Mill under this Agreement, as evidenced by a time-stamped weight ticket (tonnage receipt) issued by the Mill. Payment shall be made in arrears and no more frequently than monthly, within ten (10) days after receipt of an itemized invoice from Contractor supported by time stamped weight tickets from the Mill corresponding to the time and dated tally sheets for each load signed at the City's debris yard by Contractor's driver and City's employee.

## TERMINATION

In the event either party shall default in the performance or observance of a material term or condition of this Agreement, the non-defaulting party may terminate this Agreement after twenty (20) days written notice of such default if the defaulting party does not cure such default within that time, or if such default cannot be cured within that time, timely commence and diligently pursue cure to a successful completion. After the initial term of one (1) year, the City may terminate this Agreement upon thirty (30) days written notice without cause. The City may at any time immediately terminate this Agreement upon Contractor's failure to comply with any permit or environmental requirement imposed by law.

## **SURVIVAL**

Notwithstanding anything to the contrary in this Agreement, Contractor's obligation to defend, indemnify and hold harmless the City and to prepare, submit, retain and permit access to records and documentation related to the Services shall survive termination of this Agreement, by lapse of time or otherwise, for a period of five (5) years.

## **NO WAIVER**

Neither the failure nor any delay by any party in exercising any right or power under this Agreement, nor any course of dealing between the parties, will operate as a waiver of such right or power. Nothing herein, including Contractor's several agreements to defend, indemnify and hold the City harmless, shall be deemed an intention to affect or waive the City's sovereign immunity.

## **ASSIGNMENT**

This Agreement is not assignable.

## **ENTIRE AGREEMENT**

This Agreement supersedes any and all agreements, both oral and written, between the parties with respect to the Services, and contains all of the covenants and agreements between the parties with respect to the rendering of the Services. Each party acknowledges that no representations, inducement, promises or agreements, written or oral, have been made by either party, or anyone acting on behalf of either party, that are not embodied in this Agreement. Any modification of this Agreement will be effective only if it is in a writing signed by the party to be charged.

## **ATTORNEY'S FEES**

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorney's fees, including appeal, in addition to any other relief to which that party may be entitled.

## **GOVERNING LAW AND VENUE**

This Agreement is entered and will be primarily performed in Bay County, Florida, and will be governed by and construed in accordance with the laws of the State of Florida. In any action brought to construe or enforce this Agreement, venue shall lie exclusively in Bay County, Florida.

**NOTICE**

Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or sent by certified or registered mail, return receipt requested, with first class postage pre-paid, addressed to the parties at their respective addresses first above written. Either party may change its address for notices hereunder at any time by giving the other party written notice thereof pursuant to the provisions of this paragraph. Any notice which is required to be given within a stated period of time shall be deemed timely made if mailed before midnight of the last day of such period.

**RELATIONSHIP OF PARTIES**

Nothing herein shall be construed to create any relationship between the parties other than that of an independent contractor and its counter party.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed on the date shown by their respective signatures.

**REDMON'S, INC.**

BY: [Signature] Date 7/12/12  
Its: Pres.

ATTEST: Michele Ellis



**CITY OF CALLAWAY, FLORIDA**

BY: [Signature] Date 7-16-12  
City Manager

ATTEST: [Signature]  
City Clerk