



CITY OF CALLAWAY, FLORIDA

CITY HALL

6601 East Highway 22, Callaway, FL 32404

Phone 850-871-6000 • FAX 850-871-2444

www.cityofcallaway.com

Mayor
Bob Pelletier

Commissioners
Melba Covey
Pam Henderson
Ron Fairbanks
Joe Townsend

REGULAR MEETING

CITY OF CALLAWAY BOARD OF COMMISSIONERS

TUESDAY, SEPTEMBER 27, 2016 – 6:00 P.M.

CALLAWAY ARTS & CONFERENCE CENTER

500 CALLAWAY PARK WAY

CALLAWAY, FL 32404

AGENDA

CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATIONS / PROCLAMATIONS

- **Presentation** Employee of the Month Missy Ellis
- **Presentation** 15 Year Service Plaque Lt. Benjamin Sheffield
- **Presentation** Yard of the Month Mr. & Mrs. James Brown, 7320 Rodgers Drive
- **Presentation** CDBG Application for FY2016 Dennis Dingman, Summit Professional Services, Inc.
- **Presentation** Code Enforcement Board Tony Mullinax, Chairman
- **Presentation** Bay County Sheriff's Office Capt. Michael Branning

MAYOR'S COMMENTS

Call for Additions/Deletions, and any items to be pulled from Consent Agenda for discussion.

Remind everyone, elected officials and citizens, to speak directly into microphones.

PUBLIC PARTICIPATION

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

APPROVAL OF MINUTES

- **August 22, 2016** Budget & Regular Workshop
- **August 23, 2016** Regular Meeting
- **Sept. 13, 2016** 1st Budget Hearing
- **Sept. 13, 2016** Special Meeting

CONSENT AGENDA

- Item # 1 Financial Update** – “Budget-in-Brief” – City Manager
- Item # 2 Budget Transfer** – Unemployment Payout & Overtime - City Manager
- Item # 3 Board Appointments** – Planning and Code Enforcement – City Manager & City Clerk
- Item # 4 Planning Board** – Appointment of Vice-Chair – City Manager & City Clerk
- Item # 5 FDOT Traffic Signal Maintenance Agreement** – City Manager & Public Works Director

Fire Department

P: 850-871-2753

F: 850-871-5564

Leisure Services

P: 850-874-0031

F: 850-874-9977

Planning / Code Enforcement

P: 850-871-4672

F: 850-871-2404

Public Works

P: 850-871-1033

F: 850-871-2416

Arts & Conference Center

P: 850-874-0035

F: 850-874-0706

- Item # 6 **Synovia Solutions Agreement** – City Manager & Director of Public Works
- Item # 7 **Sentinel Point Development Order** – City Manager

REGULAR AGENDA

- Item # 8 **Resolution No. 16-21** Purchasing Policy & Procedure Manual – City Manager
- Item # 9 **Resolution No. 16-27** Setting FY2016/17 Meeting & Holiday Schedule – City Manager
- Item #10 **Resolution No. 16-28** FDOT Subordination of Interest in Parcel 101.2 – City Manager
- Item #11 **Resolution No. 16-29** FDOT Subordination of Interest in Parcel 102.2 – City Manager
- Item #12 **Resolution No. 16-30** FDOT Subordination of Interest in Parcel 103.4 – City Manager
- Item #13 **Resolution No. 16-31** Recreational Facility Fee Changes – City Manager
- Item #14 **Bookkeeper Job Description** – City Manager
- Item #15 **Commission FRS** – City Manager & City Attorney
- Item #16 **Updated Master Plan for Bridge Harbor** – City Manager
- Item #17 **Garbage Hauler Information** – 3-year Process – City Manager & City Attorney

COMMISSION COMMENTS

ANNOUNCEMENTS

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

- Sept. 30 – Oct. 1 Bay County Waste Amnesty Days
- October 24, 2016 6:00 P.M. Regular Workshop
- October 25, 2016 6:00 P.M. Regular Meeting
- October 27, 2016 6:00 P.M. Code Enforcement Board

ADJOURNMENT



Janice L. Peters, MMC
City Clerk

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

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

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

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

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

**CITY OF CALLAWAY
BOARD OF COMMISSIONERS
REGULAR WORKSHOP MINUTES
AUGUST 22, 2016 – 5:41 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.

Auditor RFP Award

City Manager Fuller reviewed the meeting and scoring provided by the Audit Committee. He advised that CRI submitted the lowest bid but Warren Averett scored the highest points. Each vendor was in attendance to make presentations to Commission. As a professional courtesy, the remaining two vendors were asked to wait in another room while each gave their presentations.

All the firms reviewed the history of their firms, the types of audits they perform, and their peer reviews.

Carr, Riggs & Ingram, LLC

Richard McKinney, with CRI advised that, although they were the lowest bidder, the cost proposal is all inclusive and pointed out that their proposal was \$30,000 lower than the highest scored vendor. He asked that Commission take that into consideration.

Commissioner Henderson asked for confirmation that CRI would be responsible for maintaining the depreciation schedule and that there was not conflict with the joint venture audit. He confirmed both.

Stating that CRI was the auditor prior to Warren Averett, Commissioner Henderson asked Mr. McKinney about the issue in which the AR subsidiary ledger did not balance to the AR on the books. There was a questionable journal entry made which resulted in the City hiring an outside audit a few years ago to audit that entry. Mr. McKinney reviewed the history of that issue, which was the result of a software change. The change created a major problem with reconciling the AR detail to the General Ledger due to the way the information was being entered. The problem was not able to be resolved by the end of the audit, which was detailed in the management letter. The amount in question was \$138,000. It was never money that was missing, it was an AR that got booked that was not really owed. Mr. McKinney advised the partners involved with the audit that time are no longer with CRI and the problem was resolved.

Lanigan & Associates

John Keeler & Mike Sills with Lanigan & Associates reviewed their statistics and highlights of their proposal, customer service philosophy, and approach to the audit.

Commissioner Covey advised the Audit Committee only reviews the RFP. She complimented them on their RFP. She asked if their firm binds the audit report and they advised they do. She also advised their proposed costs includes travel.

Commissioner Henderson clarified that the auditor also maintains the depreciation schedule. She asked about the changing of staff. Mr. Keeler advised that although they like to maintain the same staff with the same audits they rotate partners at about a 5-year period.

Mayor Pelletier asked about the term of the contract. Staff clarified that it is for a 3-year period and is listed on page 29 of their proposal. Commissioner Townsend asked if the City can opt out after the first year. Mr. Keeler will get back with staff regarding the 1-year period. Mr. Sills advised the proposed costs are for a 3-year period.

Warren Averett

Angela Balent with Warren Averett, as the current Auditor, reviewed their 6-year history and accomplishments with the City, as well as the Florida Auditor General Selection Guidelines. She pointed out that the Audit Committee ranked Warren Averett number one, with respect to technical ability, expertise, and audit approach. She advised their fee model takes into account a number of meetings with the Audit Committee, random sampling of employees, journal entries, and assistant with new accounting pronouncements.

Commissioner Townsend asked if their office is local and Ms. Balent confirmed that their office is in Panama City.

Commissioner Fairbanks asked if their fees are negotiable. Ms. Balent advised that there are ways of structuring the fee differently if all the requirements in the RFP are not necessary and given that the Finance Director is more familiar with the process.

Commissioner Covey asked if Warren Averett would be willing to bind the Audit. Ms. Balent advised most of their clients that perform CAFR use an outside company to publish it but they can do it if Commission wishes at no additional cost.

Mayor Pelletier asked what happens if Commission decides after a year it no longer wishes to continue with Warren Averett. Ms. Balent advised there is a provision to address that in all their Letters of Engagement to all for opting out at any time.

Employee of the Month

Discussion of nominations for employee of the month ensued and Commissioner Covey requested backup be provided.

CONSENT AGENDA

Financial Update – “Budget-in-Brief” - No discussion.

The percentages for Planning and Streets was briefly reviewed. Elections came in under budget and should be at 100% because all fees were paid.

Mayor Pelletier asked about streets

Budget Transfer – Unemployment Payout & Overtime

No discussion.

City Hall Lobby Renovation Plans

Commissioner Covey wanted to make sure the floor plan Commission approved was incorporated. City Manager Fuller advised the changes had been made.

Hwy. 2297 Water Main Relocation – Change Order #2

City Manager Fuller advised it is to extend the project to August 12th as there was a delay in material due to weather. The extension was for time, not money. Public Works has included a timeline.

Commissioner Henderson asked if the timeline is being held. City Manager Fuller advised it is.

Code Enforcement Board Appointments

Commissioner Henderson asked about Mr. Griggs' application. City Clerk Peters advised his previous application was used.

PUBLIC HEARING(S)

Ord. No. 965 Large Scale Plan Amendment – 724 N. Tyndall Parkway

No discussion

Ord. No. 966 Rezoning Application – 724 N. Tyndall Parkway

No discussion

Ord. No. 967 Prohibiting Vehicles on Lawns

Commissioner Henderson was not convinced that designating gravel parking spaces would solve anything if the homeowner chooses to put it in the front yard. She is also concerned that this is just going to make more work for Code Enforcement. Commissioner Covey was not in agreement.

Mayor Pelletier recommended redefining the verbiage to designate where the parking pads can be put. Commissioner Henderson felt this would just increase on-street parking. Current violations of code was reviewed.

Regarding the tongues on mobile homes, Commissioner Townsend advised it is supposed to be removed once it is set up and tied down.

City Attorney Obos recommended redefining the verbiage to reflect that additional improved parking be adjacent to the existing parking spaces. City Manager Fuller will make amendments to include a definition of an improved parking pad. The Ordinance would take place 90-days after adoption.

Commissioner Henderson asked how the three special events annually would be tracked. City Manager Fuller felt it would be difficult to enforce.

PUBLIC PARTICIPATION

Bob Bell, 6226 Seminole Drive, was not in favor of the ordinance to regulate parking on private property as well as how many events someone can have annually.

Commissioner Covey did not feel this would be applicable to holidays and elaborated on rental properties. She felt the verbiage could be amended to eliminate holidays.

Commissioner Fairbanks asked if this will apply to registered and unregistered vehicles. Mayor Pelletier advised this does not have anything to do with unregistered vehicles and boats and indicated there is already an ordinance in place to deal with those.

Commissioner Townsend advised this ordinance will be very difficult to enforce. He recommended dealing with the unregistered vehicles first. He referenced renters and the financial impact on all property owners, advising he has been approached by many citizens who are not in favor of this ordinance. Discussion continued of parking on the right-of-way and defining single-family. Commissioner Henderson agreed with Commissioner Townsend to do the current violation cleanups first.

City Manager Fuller advised the language in the proposed ordinance can be amended. Commission was not concerned with holiday gatherings as much as the multiple vehicles regularly parked on front lawns. City Manager Fuller indicated the same problem is county-wide. He had spoken with other City Manager's in the area about a potential Task Force to examine entire corridors throughout the County.

REGULAR AGENDA

Res. No. 16-22 CDBG Task Force Member Appointments

City Manager Fuller advised the list was devised by Dennis Dingman, who spoke with people formally on the task force. Commissioner Covey indicated there were others who wanted to be on the task force. City Clerk Peters will take those names. City Manager Fuller clarified that the duty of the Task Force is only to make a recommendation to the Commission on what type of application to submit to HUD. As far a ranking who receives funds, there is a list of requirements and Mr. Dingman will handle that.

Commissioner Covey commented on the last grant process distribution. City Manager Fuller advised the City received about a million dollars. Commissioner Townsend asked about the points achieved for having the Task Force. City Manager Fuller advised it will garner 10 points.

Right-of-way/Easement Use Agreement

Commissioner Covey asked if the fence was already on the property when the resident bought the property. City Manager advised the owners are in the process of selling the property. Daniel Burkey with Coldwell Banker, representing the property owner, advised the owners are military and have already moved out of town. They purchased the property in 2000 and the fence was already there. They assumed the finance was on their property. The title company will need the Easement Use Agreement. City Manager

Fuller has looked at the property and it does not affect the retention area. City Attorney Obos will make sure the verbiage is that it will be retained as a right-of-way of the City.

Sign Permit Modification Request

City Manager Fuller recommended approval of the request and indicated it is at the corner of Tyndall and 7th Street, across from Walmart. He advised the property is located within, and meets all requirements of, the Urban Design Overlay District, for redevelopment. Commissioner Covey asked what the current height restrictions are. City Manager Fuller advised 25 feet and they are asking for another 16 feet. The structural engineering design will assure it is sound against inclement weather, which will be required for the permit. The only other option would be to completely redesign the building.

Christy Morgan, Real Estate Manager for Lamar Advertising, advised the engineered drawings will be required and the structure will have to withstand a wind load of 160 mph and hurricane frames are used.

Request for Special Exception-Steve Anderson Sports Bar

Mayor Pelletier advised he was not in favor of the Special Exception. City Manager Fuller advised it is an established Sports Bar on Tyndall Parkway and Bob Little Road. Mr. Anderson is requesting an exception to include paid dancers. City Manager Fuller has advised Mr. Anderson of the LDR prohibiting such activities within 2,000 feet of churches and residentially zoned property. There are two churches within that zone, as well as residentially zoned property.

Owner Steve Anderson of 870 Front Beach Road, P.C. Beach, addressed Commission citing job opportunities provided by this request, asking for Commission approval of the exception.

Commissioner Covey did not feel this to be appropriate to Callaway and asked if he owns any other of these types of bars. Mr. Anderson advised this is the first and only one he owns.

Commissioner Henderson advised Commission cannot go against the LDR, which is in place for a reason. There are churches within the 2,000 feet restriction.

City Manager Fuller restated that staff is recommending denial of the request.

Job Descriptions Review

City Manager Fuller advised these are the job descriptions for the three new positions discussed and approved by Commission.

Commissioner Townsend asked if the Maintenance Technician will cover the Arts and Conference Building as well. Mayor Pelletier advised he will cover all buildings.

Administrative Clerk

Commissioner Henderson clarified that the Administrative Clerk will be shared between two departments and already works for the City. The other two will be newly hired employees.

Commissioner Covey requested salary ranges be added to all job descriptions. The Records Clerk will be going from a 6 to an 8 pay grade. She asked for specifics as to where her salary will fall within the pay grade. City Manager Fuller advised the pay grade 8 was recommended because the employee will be taking on additional administrative responsibilities. The position is listed in the budget at \$27,976.

Bookkeeper

Commissioner Covey asked if this person will be brought in at the mid-range, which would be almost equal to the Finance Director's salary with supervisory duties over the Accounting Technician. She did not feel the position should be supervisory. City Manager Fuller advised the thought was to have someone that can fill in for the Finance Director when she is out. Commissioner Covey recommended the verbiage be changed to "may be require to act in a supervisory capacity". Commissioner Covey did not feel an Account Technician would be needed with the hiring of a Bookkeeper. City Manager Fuller disagreed, stating that the Auditors had indicated another person was needed in Finance in addition to current staff. Commissioner Covey asked if the Bookkeeper will be doing Payroll, which City Manager Fuller confirmed. Commissioner Covey then stated that the HR Assistant will then need a new job description. Commission consensus was to advertise at \$40,500 but to be flexible according to qualifications. Discussion continued of the Bookkeeper/HR working connection. City Manager Fuller will revise the HR Assistant job description.

Maintenance Technician

Commissioner Covey asked what the beginning salary range is for this position, which is \$31,200. She recommended all job announcements list the salary ranges. Mayor Pelletier asked if the tools required for this position have been budgeted. City Manager Fuller advised there is \$19,000 in R&M Machinery and Equipment.

Director Legare advised there are some tools and there will be lot of basic tasks needing to be done that there are tools for. However, a/c maintenance will be for changing filters, etc., and an A/C Technician will still be needed for major repairs.

Mayor Pelletier asked why a CDL is being required. Director Legare advised it is the standard. He also referenced materials and stated this may be charged to the different departments going forward. Mayor Pelletier felt there should be a line item for material costs city-wide, with an estimate for the first year. Finance Director Waldrip reviewed processes used for maintenance of the vehicles wherein purchase orders are charged by department. City Manager Fuller will review and bring back.

Regarding the Bookkeeping position, Mayor Pelletier's thoughts were that payroll and AP would be done by the Bookkeeper and the Accounting Technician would be

reassigned as needed. It was noted that a 4-year degree requirement was a bit much for a Bookkeeper. City Manager Fuller will change to "preferred".

GPS for Vehicles

Commissioner Covey reviewed the benefits of having the GPS program for vehicles. City Manager Fuller advised staff has contacted Synovia and acquired a price of \$20.20 per month per vehicle, with .20 going to Verizon for data required to run the program. Director Martinez advised it is \$20 per vehicle for 20 vehicles or less. More than 20 vehicles drops the price to \$17 per vehicle with the additional .20 per vehicle for data. Annual costs would be just under \$5,000. Benefits were reviewed and the 20 vehicles would include the Fire Department vehicles.

PUBLIC PARTICIPATION

Brigid Johnson, 7509 Melody Lane, felt the vehicles in the past have not been properly maintained and this program would alleviate that problem.

Code Enforcement Reports

Commissioner Covey would like a date at the top of when the reports were distributed to Commission. She would also like to have a map with the Code Enforcement Officer's assigned grids color coded to identify which Code Enforcement Officer patrolled what grid. Commissioner Covey would like the reports reduced to only active items included. Mayor Pelletier stated that when it comes to requested reports all of Commission tend to look at them differently.

Commissioner Townsend felt all violations addressed for the month should be included and if they're finished by the next report, leave them off. He felt Lien Search Requests could be left off.

City Manager Fuller will review and present a new format for Commission approval.

Commissioner Covey reviewed a letter from a citizen regarding the state of some properties within the City.

PUBLIC PARTICIPATION

David Griggs, 7111 Winona Street, advised there is a summary of Code Enforcement cases on the website but it is not up to date. He indicated it does show the number of cases for the last 2 month period. He asked why staff time is being wasted printing reports when the information is available on the website at any time. Commissioner Covey advised she prefers hard copies printed by the staff.

Ord. No. 968 – Garbage Placement Discussion

Commissioner Covey felt the ordinance to be self-explanatory but felt it could be a nightmare to have five garbage vendors to juggle. She recommended putting out an RFP for garbage services. City Attorney Obos advised with five different vendor agreements the City would have to give a 3-year notice to the current vendors advising of their decision to go to one vendor, per the Florida Statutes.

City Manager Fuller recommended meeting with the current garbage haulers to see if a schedule can be attained. Commissioner Covey felt the City should limit the number of haulers allowed and move forward with a notice. City Manager Fuller also stated the City of Lynn Haven contracts and provides commercial hauling, which includes apartments, mobile home parks, etc. He asked if that would require a 3-year notice as well. City Attorney Obos will bring back findings for notification of vendors. Commissioner Henderson did not agree, she felt the process should be left open. Commissioner Townsend agreed with Commissioner Henderson. No consensus of Commission was obtained to begin the 3-year notice.

City Manager Fuller advised recycling containers will be placed at City Hall for voluntary recycling by citizens as of September 1st.

PUBLIC PARTICIPATION

Brigid Johnson, 7509 Melody Lane, advised the residents of her street have a problem with one of the garbage contractors. She has had to call the contractor for pickup and she called Code Enforcement Officer Frye as well. City Manager Fuller will speak with her.

City Manager Fuller advised Code Enforcement spends a lot of time addressing garbage problems.

Mayor Pelletier advised the workshop would adjourn to the finalization of the Budget Workshop. Commission consensus was to adjourn the Budget Workshop as well until 4:00 pm tomorrow, prior to the Regular Meeting of Commission.

ADJOURNMENT

There being no further business, the meeting was adjourned at 9:30 p.m.

Janice L. Peters, MMC, City Clerk

Attest: _____
Mayor

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

The Callaway Commission met in workshop session with Bob Pelletier, Mayor, 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. Pam Henderson, Mayor Pro tem was not in attendance.

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

PRESENTATIONS

Proclamation - Constitution Week – Daughters of the American Revolution

Mayor Pelletier read the proclamation into the record.

Employee of the Month – Melisa Bowley

City Manager Fuller read the letter of recommendation in which Ms. Bowley was commended on her work ethic and cost-saving efforts. Commission presented Ms. Bowley with the Certificate of Recognition.

Yard of the Month – Mr. & Mrs. Newbury, 301 Start Avenue South

Mayor Pelletier read the nomination for August. The Yard of the Month Certificate and sign will be delivered to Mr. & Mrs. Newbury who were not in attendance.

Code Enforcement Board Report

Tony Mullinax, Code Enforcement Board Chairman reviewed cases addressed at the July meeting of the Code Enforcement Board.

Bay County Sheriff's Office Report

Captain Michael Branning reviewed statistics for the month of May as follows:

Miles Patrolled	-	12,899	Traffic Stops	-	138
Calls for Service	-	1,300	Citations Issued	-	102
Arrests Made	-	75	Traffic Crashes	-	31

He advised the FDOT Traffic Grant funding had been depleted. Regarding vagrants, he advised there has been an increase of homeless people in the Callaway in the last 6 months. Beginning Thursday they will be implementing procedures to help them find available resources.

Commissioner Covey asked if the Sheriff's Office is still citing vehicles that are parked in the street. Capt. Branning advised they are if the vehicle is obstructing the roadway in any manner. Commissioner Covey pointed out that the Brock Funeral Home incident was in the unincorporated area of Callaway, not in the City of Callaway.

Commission congratulated Capt. Branning on his promotion.

Florida RX Card Pilot Program

Debbie Adler, Outreach Program Coordinator and the Florida State Manager with the Florida RX Card program reviewed the free statewide assistance program for prescription discounts. They requested Commission authorize including the free card in utility bills. Free cards are also available by accessing the City of Callaway's website.

Mayor Pelletier pointed out that there would be a cost to add the cards to the utility bill mailings. City Manager Fuller will obtain that cost for consideration.

MAYOR'S COMMENTS

Mayor Pelletier called for additions/deletions to the Agenda and asked that Item #14 be split to consider the three job descriptions separately and table the Accounting position.

Motion:

Motion was made by Commissioner Covey and seconded by Commissioner Fairbanks consider the proposed job descriptions individually. Motion carried unanimously upon roll-call vote.

PUBLIC PARTICIPATION

Richard Dodd, 490 Grace Avenue, contractor for Mattress Firm, spoke in favor of Commission approval of the Sign Permit Modification Request, Item #12.

Michelle Murray, 331 Bob Little Road, owner of Michelle's Bar, asked Commission to consider denial of Item #13, the request by Steve Anderson's Sports Bar for a special exception, citing issues of shootings and police raids already happening at the bar.

Mayor Pelletier advised the item will be voted on later in the evening. Commissioner Covey informed all present that the city now live streams all Commission meetings.

John L'Heureux, 133 Lauren Lane, commented on the hiring of the Maintenance position, advising air conditioning technicians need to be certified. Mayor Pelletier advised the reference to air conditioning only relates to preventive maintenance.

John McCallister, 328 LaCosta Avenue, reviewed a Code Enforcement violation he received on March 3, 2016, which stated he was in violation of the sidewalk ordinance. He indicated a Police Officer was sent after hours, advising there are many vehicles in violation and it appears that nothing is being done about those violations. He asked if he was being targeted because of his race. Mayor Pelletier advised he is not being targeted and the City is working to clean up Callaway as a whole.

Commissioner Covey advised the process for working in grids is being developed for consistency. Mr. McCallister was assured that he is not being targeted.

City Manager Fuller advised this is an ongoing problem and staff is working to solve it.

Nicki & Jeff Palgut, 247 N Hwy 222A, spoke in opposition of Item #13, the variance for Steve Anderson's Sports Bar. Mayor Pelletier advised that consensus of Commission at last night's workshop was that it would not be approved because of surrounding churches, daycare, etc.

Mr. Palgut advised that First United Methodist Church offers many services for the homeless on Saturdays.

Bob Hughes, 220 McKenzie Avenue, representing the owners of the building in question in Item #12, spoke in favor of approval of the sign permit modification request to raise the sign 16 feet.

Thomas Maynor, 7041 Benton Drive, talked about the increase in his water bill following the changing of the meters to digital, as well as a Code Enforcement violations at a home in Callaway Point. He asked that Commissioner Fairbanks walk the area with him, which he agreed to.

Commissioner Covey reiterated that Commission is working to improve Code Enforcement processes.

Mayor Pelletier stated there are instructions available at City Hall and the Department of Public Works as to how to read the new digital meters.

MINUTES

- **July 25, 2016** Audit Review & Regular Workshop
- **July 26, 2016** Regular Meeting
- **July 27, 2016** Budget Workshop

City Clerk Peters advised that there were two ministerial changes on page 3 of the July 27, 2016, meeting minutes that does not change the intent.

Motion:

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

CONSENT AGENDA

Financial Update – “Budget-in-Brief”
Budget Transfer – Unemployment Payout & Overtime
City Hall Lobby Renovation Plans
Hwy. 2297 Water Main Relocation
Code Enforcement Board Appointments

Motion:

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

PUBLIC HEARING(S)

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

City Attorney Obos read the Ordinance by headnote as follows:

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

Mayor Pelletier called for public input; there was none.

Motion:

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

REGULAR AGENDA

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

City Attorney Obos read the Ordinance by headnote as follows:

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

Mayor Pelletier called for public input; there was none.

City Manager Fuller reviewed the rezoning and comp plan amendment for the proposed multi-family townhomes for the area behind Dunkin Donuts on Tyndall Parkway.

Motion:

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

Ord. No. 967 Prohibiting Vehicles on Lawns

City Attorney Obos read Ordinance No. 967 by title as follows:

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.

Commissioner Covey advised she felt the item needs to be revised in different areas of the Ordinance for clarification of events, and referencing specifically larger numbers of vehicles parked on the front lawn for long periods of time. She advised the City is trying to eliminate problems of single family homes which will have ten cars parked on the grass. She did not feel comfortable passing the Ordinance at this point.

Mayor Pelletier called for public participation.

Public Participation

Donald Price, 316 Michele Drive, felt he should be able to park on his own lawn and urged Commission to stop making laws that affect citizens' personal property.

Scott Sellers, 143 N. Charlene Drive, was not in favor of the Ordinance, advising he has roommates and they all have cars.

Wayne Hagan, 209 Lannie Rowe Drive, felt Commission is heading in the right direction but recommended targeting unregistered vehicles and boats first.

Gary Eilers, 139 N. Comet Avenue, advised he owns rental properties and they have multiple vehicles, as he felt is his right. His rental properties do not have "improved pads" for parking. Although he felt Commission is going in the right direction, he did not feel this to be the way to do it.

Tonya Blankenship, 217 S. Mary Ella, was not in favor of the Ordinance and urged Commission to continue to consider the grid process and address the unregistered vehicles. She thanked Commission for their efforts to improve the community.

Dan Robbins, 131 N. Comet Avenue, advised he has 17 rental properties, all of which do not have "improved" driveways, although they do have parking spaces. He only allows one vehicle per licensed driver in all his rentals. He did not agree with the City imposing on property owners' rights to do what they wish with their own property.

Bob Clancey, 5807 N. Lakewood Dr., recommended Commission go forward with the problems that already exist, which he felt would alleviate the need for this type of Ordinance. He also recommended Commission authorize the hiring of another Code Enforcement Officer.

Tony Mullinax, 401 Viola Avenue, advised he understands the need for a plan to control parking but did not feel this Ordinance to be the way to go. He too felt more manpower is needed in Code Enforcement. He was in favor of turning their focus on issues, such as right-of-way and sidewalk violations, that can be enforced.

Commissioner Covey reiterated her statement before that this may not be the solution but they are trying to please all the citizens of Callaway.

Motion:

Motion was made by Commissioner Covey and seconded Commissioner Fairbanks for **denial** of Ordinance No. 967. Motion carried unanimously upon roll-call vote.

REGULAR AGENDA

Resolution No. 16-22 – CDBG Task Force Member Appointments

City Attorney Obos read Resolution No. 16-22 by title as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CALAWAY, FLORIDA ESTABLISHING A CITIZEN'S ADVISORY TASK FORCE FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT ISSUES; APPOINTING MEMBERS; PROVIDING FOR INDEFINITE TERMS; REPEALING ALL RESOLUTIONS IN CONFLICT HERewith AND RECITING AN EFFECTIVE DATE.

City Manager Fuller referenced that there were other names Commission wanted to add to the list, which can be done at a later date. City Attorney Obos advised another Resolution would need to be done to add additional people.

Motion:

Motion was made by Commissioner Covey and seconded Commissioner Fairbanks for approval of Resolution No. 16-20. Motion carried unanimously upon roll-call vote.

Auditor RFP Award

City Clerk Peters informed Commission that Lanigan and Associated advised they would not be interested in a 1-year contract.

Motion:

Motion was made by Commissioner Covey and seconded by Commissioner Fairbanks for approval of award to CRI. Motion carried unanimously upon roll-call vote.

Right-of-way/Easement Use Agreement

City Manager Fuller advised staff had visited the site and determined that approval will not be a hindrance to the operation and maintenance of the facility and recommended approval.

Motion:

Motion was made by Commissioner Covey and seconded by Commissioner Fairbanks for approval of the Right-of-way/Easement Use Agreement. Motion carried unanimously upon roll-call vote.

Sign Permit Modification Request

Motion:

Motion was made by Commissioner Covey and seconded by Commissioner Fairbanks for approval of the sign permit modification request. Motion carried unanimously upon roll-call vote.

Request for Special Exception-Steve Anderson Sports Bar

Motion:

Motion was made by Commissioner Covey and seconded by Commissioner Fairbanks for **denial**. Motion carried unanimously upon roll-call vote.

Job Descriptions Review

Consideration of the job description for the Bookkeeper was removed at the beginning of the meeting.

Administrative Support Clerk

Motion:

Motion was made by Commissioner Covey and seconded by Commissioner Fairbanks for approval of the Administrative Support Clerk position. Motion carried unanimously upon roll-call vote.

Building Maintenance Technician

Motion:

Motion was made by Commissioner Fairbanks and seconded by Commissioner Townsend for approval of the Building Maintenance Technician position. Motion carried unanimously upon roll-call vote.

GPS for Vehicles

Commissioner Townsend asked how long the contract will be for. City Manager Fuller advised it would be for 1-year periods.

Motion:

Motion was made by Commissioner Covey and seconded by Commissioner Fairbanks for approval of the contract for 20 vehicles at a not-to-exceed cost of \$5000. Motion carried unanimously.

Code Enforcement Reports

Commissioner Covey reiterated that the Code Enforcement Officer staff will provide monthly reports to the City Manager for Commission, along with a map showing each Code Enforcement Officer's zone worked for that month. Mayor Pelletier agreed that the city should be work via grids. City Manager Fuller added that going forward when a violation is reported the whole surrounding neighborhood will be swept for additional violations.

Ordinance No. 968 Garbage Placement

Commissioner Covey asked City Attorney Obos how Springfield was able to go to one garbage hauler. He advised that once the service is opened to multiple haulers you cannot displace them without a 3-year notice of intent. He will bring back statute for Commission consideration.

In the interim, City Manager Fuller will meet with the current haulers for their input. Commissioner Townsend asked if the current haulers would be able to bid on the single-hauler bid. Mayor Pelletier reiterated that nothing is being changed at this time. The City Attorney and the City Manager will bring something back at the next Commission meeting.

COMMISSION COMMENTS

Ron Fairbanks, Commissioner, Ward III

Commissioner Fairbanks expressed appreciation to the City Manager and the Director of Public Works in their handling of a drainage issue at Poston Drive.

He advised the Bay County League of Cities held their monthly meeting here at the Arts and Conference Center and was very impressed with the facility.

Melba Covey, Commissioner, Ward I

Departmental Reports

Commissioner Covey stated the reports from the departments have been great. She requested that if an employee is going to be out on vacation that will impact service to the citizens Commission be notified.

City Hall Renovation Project

She asked the status of the City Hall renovations. City Manager Fuller advised he will be meeting with the Architect to finalize the foundation specs and final plans.

Telephone Rewiring Project

Commissioner Covey asked where the project of the phone wiring is. City Manager Fuller advised the vendor has done the site evaluations and ordered the needed materials and equipment. He will provide an updated timeline.

Bertha Spillway Repair

Commissioner Covey relayed information provided by the City Manager and Director of Public Works regarding the Bertha Spillway Repair, advising they are waiting on a FEMA response with about a 90-day process.

Community Health Fair

Commissioner Covey advised the City, partnering with Gulf Coast Regional Medical Center, will present a Community Health Fair on September 21st 9:00 am to Noon. The Health Fair is free to the public and will have health related vendors.

Bay County Conservancy

Commissioner Covey asked if this Conservancy benefit the City of Callaway in any way. City Manager Fuller advised the City tries to coordinate with them on any development impacts, the way the ditches are maintained and stormwater infrastructure improvements. Commissioner Covey would like the Conservancy to make a presentation to Commission. City Manager Fuller will set it up.

State of Florida Fuel Card Contract with WEX

Commissioner Covey passed the information to the City Manager who will look into the possibility of joining the contract.

Leisure Services Repair Report

Commissioner Covey asked about the zero percentage repairs for some items. Regarding the Florida Boater Improvements at 10%, City Manager Fuller advised we're still waiting on the funding from the grant.

Approved Organizational Chart

Commissioner Covey asked if the City Manager has acted on the chart reflecting Human Resources under the supervision of the City Clerk. He advised he will get that to her.

Bid Process

She reviewed the bid process and requested meeting be held and written scopes of work be given to the City Clerk for inclusion of the bids. City Clerk Peters advised that is the current process and it is being improved upon. City Manager Fuller agreed.

Joseph Townsend, Commissioner, Ward IV

Public Works Staff

Commissioner Townsend commended Public Works staff for their efficiency of making repairs to his water meter.

Ethics Seminar

He advised he had attended the Ethics Seminar in Lynn Haven and recommended Commission have a self-imposed limit on speaking to 5 minutes. Mayor Pelletier advised Commissioners individually can place a self-imposed speaking limit on themselves but he would not be in favor of a blanket policy.

Soccer Games

Commissioner Townsend advised he had attended a couple of soccer games here at the recreation center and encouraged other Commissioners to make appearances on Friday nights.

Blue Mass

He advised St. Dominic's Catholic Church will be holding a Blue Mass to honor first responders. Food will be provided.

Bob Pelletier, Mayor

Credit Card Merchant

Mayor Pelletier asked if staff can move forward with this project. City Manager Fuller advised staff will be meeting with the representative that came to the meeting.

ANNOUNCEMENTS

Mayor Pelletier read the announcements.

He advised his vacation is coming to an end and requested Commission have further discussion of the proposed employee pay raises.

He also requested that all city vehicles have the city seal applied, as well as the asset number. City Manager Fuller advised this will be done for the Fire Department during next fiscal year.

Regarding the employee pay raises, Commissioner Covey recommended taking away all the insurance credits and just give the employees a 5% raise and be done with it. Mayor Pelletier felt that by giving a pay raise this will not affect the projected budget. City Manager Fuller will bring back figures at the next budget hearing. Commissioner Covey asked if Commission will get a pay raise as well since they get no benefits. City Manager Fuller can figure that in. Mayor Pelletier would like the other Commissioner's salaries to be closer to the Mayor's salary.

Commissioner Covey felt a Resolution could be done wherein Commission salaries would be reduced if benefits were taken.

Commissioner Covey advised that at the Men's Center there is no handicapped restroom. It was determined that the structure was grandfathered in. City Manager Fuller advised the Florida Boater Improvement Grant will allow for those improvements. Mayor Pelletier recommended City Attorney Obos look into the issue.

ADJOURNMENT

There being no further business, the meeting was adjourned at 8:09 p.m.

Janice L. Peters, MMC, City Clerk

Attest: _____
Mayor

DRAFT

**CITY OF CALLAWAY
BOARD OF COMMISSIONERS
1ST BUDGET HEARING MINUTES
SEPTEMBER 13, 2016 – 6:00 P.M.**

The Callaway Commission met for the first budget hearing session with Bob Pelletier, Mayor and Commissioners Melba Covey, Ron Fairbanks, Pam Henderson and Joseph Townsend. 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 Administrator; 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 a moment of silence and the Pledge of Allegiance.

**PUBLIC HEARING – PRESENTATION OF THE TENTATIVE BUDGET FOR FISCAL YEAR
BEGINNING OCTOBER 1, 2016**

Public Announcement – Ad Valorem Tax Rate (Trim Notice)

City Clerk Peters read the public announcement as follows:

Pursuant to Section 200.065(2)(e), F.S., “Notice of Tentative property Taxes for the City of Callaway, Florida” (TRIM NOTICE) the proposed ad valorem rate for the Fiscal Year 2016/17 was advertised to be a maximum of 3.3325 mils. This millage rate would be a 47.99% increase over the current year’s rolled-back rate of 2.2519 mils. After reviewing revenue projections and proposed expenditure levels for the 2016/17 Fiscal Year, the General Fund budget is balanced at a tentative rate of 2.2500 mils, which is less than the current year’s roll back rate. This means 2.2500 mils is to be levied to fund the Fiscal Year 2016/17 Budget.

Tentative FY2015/16 Budget and City Manager’s Budget Message

Review tentative budget and points of discussion.

City Manager Fuller reviewed the Summary of Changes to the Draft Budget as referenced on Pages 3, 7 and 8 to include:

- Increased cost to re-roof City Hall by \$15,000
- Added \$30,000 Tools
- Added \$6,000 to Public Works for Vehicle GPS costs
- Added \$5,000 to Leisure Services operating supplies
- Reduced Water Fund for transportation and postage \$1,300
- Increased Water Printing & Binding by \$500 to distribute reports
- Health Insurance costs were adjusted for the 3900 plan
- 3% wage increase across the board except for the Mayor
- Page 7 Increased Trolley contribution by \$6,000 to \$13,500
- Kronos Timeclock implementation added for \$9,000
- CRA Transfer from General Fund for the amount of \$46,043
- Page 8 added \$500 for 4 users to IT
- Sequel Service License Update for Springbrook Server \$12,378
- New Phone System & Monthly service charges added

Commissioner Covey, referencing the 3% employee increase, was in favor of the increase with all things considered, while maintaining the current unrestricted reserve balance. She advised she would not consider another raise for employees next year as she would rather work on lowering the base water fees for citizens.

Commissioner Covey commented that although the budget was printed on legal paper the print is still the size of regular paper. She advised that she is not prepared to vote for approval of the budget as there are numerous things that still need to be addressed. She proposed to either go page by page tonight or have another budget workshop. She planned to go over it with the City Manager and Department heads with her concerns, as did the Mayor.

Commissioner Henderson advised she only had one comment with the budget, which was the rising cost of IT.

Mayor Pelletier felt the City Manager was not being consistent with the changes being made. City Manager Fuller advised he has incorporated all direction of Commission. The two Groundskeeper positions, of which one was changed to a Maintenance Technician, was reviewed.

Commissioner Fairbanks was happy with the 3% increase for employees but also felt the budget needed further review.

Commissioner Covey was concerned with the Trolley increase, selection of the timeclocks and the increase in the City Hall re-roof budget.

City Manager Fuller advised staff has worked hard to bring forth a budget Commission can sign off on and they are available at any time for Commission to meet with. Commissioner Henderson stated another workshop will be needed to incorporate any recommended changes.

City Attorney Obos advised the Budget can be amended tonight or at the Final Budget Hearing but Commission has to adopt a tentative budget.

Commissioner Townsend asked if Commissioner Covey has a percentage of impact for the changes she wants to make. She did not but she did want to review the timeclock issue as well as others. Commissioner Townsend indicated Commission could micro-manage the budget forever but at some point they have to adopt one.

Mayor Pelletier added he is glad Commission came to a consensus on the 3% employee salary increase.

Commissioner Covey requested another workshop. Commission consensus was to schedule a workshop on Thursday, September 22nd at 10:00 a.m.

PUBLIC PARTICIPATION

Brigid Johnson, 7509 Melody Lane, commented about the increase of \$15,000 for the roof and was not in favor of the additional \$6,000 to the Trolley.

Funding of the Trolley was further reviewed.

Resolution No. 16-23 FY2016/17 Tentative Ad Valorem Tax Rate

Consideration of Resolution levying a General Fund Ad Valorem Rate of 2.2500 mils.

City Attorney Obos read Resolution No. 16-23 by as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CALLAWAY OF BAY COUNTY, FLORIDA, ADOPTING THE TENTATIVE LEVYING OF AD VALOREM TAXES FOR FISCAL YEAR 2016/2017 AND PROVIDING FOR AN EFFECTIVE DATE.

Motion:

Motion was made by Commissioner Covey and seconded by Commissioner Henderson to approve Resolution No. 16-23, levying a tentative Ad Valorem Rate of 2.2500 mils for FY2016/17. Motion carried unanimously upon roll-call vote.

Resolution No. 16-24 Tentative Budget for FY2016/17

Consideration of Resolution adopting a tentative budget effective October 1, 2015.

City Attorney Obos read Resolution No. 16-24 by title as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CALLAWAY OF BAY COUNTY, FLORIDA, ADOPTING THE TENTATIVE BUDGET FOR THE TWELVE MONTH PERIOD BEGINNING OCTOBER 1, 2016, AND ENDING SEPTEMBER 30, 2017; AND PROVIDING FOR AN EFFECTIVE DATE.

Motion:

Motion was made by Commissioner Henderson and seconded by Commissioner Covey to approve Resolution No. 16-24, adopting the tentative budget for FY2016/17. Motion carried unanimously upon roll-call vote.

Motion was made by Commissioner Covey to schedule a budget workshop on Thursday, September 22nd at 10:00 am. City Attorney Obos advised consensus of Commission, which was given, was all that was needed.

City Clerk Peters asked for a consensus of Commission to begin the Final Budget Hearing on September 27th at 5:01 pm. Consensus was given, with the Regular Meeting beginning subsequently.

Commissioner Henderson, referencing the Regular Workshop of September 26th, advised the first Presidential Debate is that night and asked for a consensus to start the workshop earlier. Commission consensus was to begin at 10:00 a.m. Commission discussed and gave consensus for all Commission Workshops going forward to begin at 10:00 a.m.

ADJOURNMENT

There being no further business, motion was made to adjourn. 6:44.

Janice L. Peters, MMC, City Clerk

Attest: _____
Mayor

**CITY OF CALLAWAY
BOARD OF COMMISSIONERS
SPECIAL MEETING MINUTES
SEPTEMBER 13, 2016 – 6:48 P.M.**

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

The meeting was called to order by Mayor Pelletier.

BID No.: PW2016-08 SCADA Project Award

City Manager Fuller reviewed the SCADA project. The bid received from Data Flow Systems was the only bid that met specifications. The bid amount was \$8,800.00 per lift station and the City has thirty seven (37) lift stations. The original bid amount was \$329,000. He advised Public Works has reduced the amount of lift stations to be monitored to thirty three (33) by removing 4 of the non-critical stations to reduce the cost to below the \$300,000 budgeted.

Commissioner Covey asked if one of the four is out at Eastbay where there is not a lot of development there at this time, and if those would eventually be replaced. City Manager Fuller advised one is at Eastbay. He stated they there are very few homes there at this time and there is lower flow. Public Works Director Martinez advised staff would be able to replace them when there is more development. Commissioner Covey asked what makes the additional three not critical. Director Martinez advised the flow was considered, as well as whether they are near a body of water, which they are not. He indicated they will need to be replaced, probably in the third year, but staff will be able to perform the replacement. He indicated the vendor will install the first eight, after which staff will take over installation, thereby saving the City a lot of money.

The reduced number brings the total contract amount to \$290,400. Public Works recommends awarding the bid to Data Flow Systems as the most responsible, qualified bidder for this project.

Motion:

Motion was made by Commissioner Covey seconded by Commissioner Townsend for award of the contract for the SCADA Project to Data Flow Systems for the not-to-exceed amount of \$290,400. Motion carried unanimously upon roll-call vote.

RFP No.: HR2016-09 Insurance Award

City Manager Fuller reviewed the Insurance RFP, advising two proposals had been received. FMIT, created by the Florida League of Cities and our current provider, who has provided refunds over the last 8 years, which totaled \$96,000, submitted a bid of \$196,337. The bid submitted by Brown and Brown for PGIT came in at \$199,426 with a 2-year rate guarantee.

Staff recommended Commission award of the RFP to Florida Municipal Insurance Trust with approval for the Mayor to sign any necessary documents for the not-to-exceed amount of \$196,337.00 annually.

Mayor Pelletier asked what the increases over the last two years with the current carrier was. City Manager Fuller advised that in 2014 the rate was \$228,000, in 2015 and 2016 the rate was \$221,000, and the proposed for 2017 is \$196,337.

Commissioner Covey asked what drives the rate increases on premiums. Mayor Pelletier advised each firm would be able to answer questions.

Commissioner Townsend asked if there was a lock on the \$196,337 premium provided by FMIT. City Manager Fuller advised it is a 1-year premium.

FMIT

Tom Conley, Florida League of Cities, and the City's current provider, answered Commission questions.

Commissioner Covey asked if the cost of \$196,337 is based upon the 1-year return of premiums. Mr. Conley confirmed. She asked what drives the increases. Mr. Conley advised that the market is soft right now so it's a buyer's market. A large part is due to the fact that no hurricanes have hit the State of Florida. He is expecting another drop next year of 6-8% and did not recommend locking in premiums for the next 2 years. Property is a large part of the premium, which is based upon rates, exposure and losses reflected. He advised the only increase for next year would be if payroll went up.

Commissioner Henderson asked what if three or four hurricanes hit, would that cause the premiums to go up? Mr. Conley advised yes, but it is near the end of the season and nothing has come up, adding that renegotiations are done in the spring. She asked, with the history of \$12,000 refund of premiums historically, why they are only anticipating a \$3,600 refund this year. Mr. Conley advised that FMIT is a non-profit insurance trust owned by their member cities. The board decided after the hurricanes of 2004-2005 property rates doubled. Since then rates have dropped every year and the board decided after 2006 that the additional premiums collected should be refunded. So over the last 8 years that money has been refunded and this past year the board voted to refund \$4 million. Commissioner Henderson asked if someone is local in Bay County. Mr. Conley introduced Sam Slay, who is the Risk Control Representative and lives local to Callaway.

Mayor Pelletier asked about Workers' Comp refunds related to overtime. Mr. Conley advised FMIT is a self-insured non-profit trust so they have not made those refunds. He advised they will do an audit review on payroll to see if there is any refunds needed.

Commissioner Covey asked for confirmation that FMIT is a non-profit. Mr. Conley confirmed.

Brown & Brown

Bob Bell of Brown & Brown asked what the Commission's expectation of the City's insurance agent is. He believes the insurance agent should be an integral part of the City's risk management team and consulted before an RFP is issued. He cited necessary insurances needed, such as general liability for damages to work by sub-contractors hired by the vendor.

He advised he was able to identify \$2,792,560 dollars of uninsured real property, resulting in an addendum to the RFP, thereby preventing potential financial burden to the City. He reviewed services included with their proposal at no additional cost and was confident, as the local insurance provider, of Brown & Brown's ability to provide value added services, which will further protect the City's assets.

Commissioner Covey asked what the items identified were. Mr. Bell advised they are listed in Addendum #1, Item #3. He advised the prior City Manager had removed those items in an effort to save money but felt it exposed the City to a big financial burden if something would have happened, which he felt the current agent should have addressed with the current City Manager. City Manager Fuller confirmed and advised the proposals do include the additional properties. Mayor Pelletier clarified that no one had gone back and assessed what the City actually owns.

Commissioner Covey asked if PGIT gives rebates based upon payroll overtime. Mr. Bell advised they do not. Worker's Comp is based upon payroll, so if your payroll is up, the premium will be more. Although he suspects the DOI will approve a 15-17% increase, which the City will not see since their premiums are locked in for 2 years.

Mr. Bell recommended the properties be appraised for current values.

Commissioner Henderson asked if the property rates decrease would the premium be less. Mr. Bell confirmed it would.

Motion:

Motion was made by Commissioner Henderson and seconded by Commissioner Covey for award of the contract for the City's insurance to PGIT/Brown & Brown. Motion carried unanimously upon roll-call vote.

Bid No.: PW2016-10 Solid Waste Hauling & Grinding Award

City Manager Fuller reviewed the bid, advising the current vendor, Redmond's, Inc. was the only vendor to submit a bid for \$17.95 per ton and \$7.00 per cubic yard for non-vegetative material. The term is for 1-year renewable terms. It was noted that the cost increase was due to the fact that the mill is charging more for most of the vegetation the City has because they have so much of if they really do not want to take it.

Motion:

Motion was made by Commissioner Covey and seconded by Commissioner Fairbanks for award of the contract for the Solid Waste Hauling & Grinding to Redmond's, Inc. Motion carried unanimously upon roll-call vote.

CRI Audit Services Terms of Engagement

City Manager Fuller advised CRI has submitted their Engagement Letter for the year beginning September 30, 2016, which will not exceed \$43,000.

Motion:

Motion was made by Commissioner Henderson and seconded by Commissioner Fairbanks for approval of the CRI Audit Services Terms of Engagement for the not-to-exceed amount of \$43,000. Motion carried unanimously upon roll-call vote.

Regarding the Special Workshop for review of the Purchasing Manual, Mayor Pelletier asked for Commission consensus to reschedule. Commission consensus was to bring back to the Regular Workshop on Monday, September 26th, which will begin at 10:00 a.m.

Commissioner Covey asked that an e-mail be sent to Commission with the new meeting schedule. City Clerk Peters will send calendar appointments.

Mayor Pelletier announced that the Community Health Fair will be on September 21st between 9:00 a.m. and noon.

ADJOURNMENT

There being no further business, the meeting was adjourned at 7:33 p.m.

Janice L. Peters, MMC, City Clerk

Attest: _____
Mayor

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

DATE: SEPTEMBER 27, 2016

ITEM: FINANCIAL UPDATE

1. PLACED ON AGENDA BY:

J. MICHAEL FULLER, CITY MANAGER

AND

BEVERLY WALDRIP, DIRECTOR OF FINANCE

JMF

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 August 31, 2016.

ATTACHMENT:

- BUDGET-IN-BRIEF

5. REQUESTED MOTION/ACTION:

For review only. No action required.



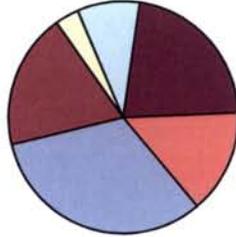
CITY OF CALLAWAY

Fiscal Year 2016

BUDGET-IN-BRIEF as of August 31, 2016

92% of Year Elapsed

YTD-Citywide Expense Allocation



Operating 32.4%	Personnel Svc 18.9%
Non-Operating 3.4%	Transfers 8.8%
Principal Debt Pmts 22.1%	Capital 14.5%

General Fund Revenues

Revenues	Budget	Year-to-Date	%
Advalorem Taxes	1,003,362	1,016,329	101.3%
Other Taxes	1,918,340	1,824,656	95.1%
Permits, Fees, & Licenses	1,013,650	990,606	97.7%
Grants & Shared Revenue	1,948,815	1,768,002	90.7%
Service Charges	157,650	155,295	98.5%
Court Fines	4,400	3,420	77.7%
Interest & Other Earnings	4,550	3,757	82.6%
Rents & Royalties	59,500	54,671	91.9%
Sales of Fixed Assets	30,200	7,704	25.5%
Contributions & Donations	2,500	911	36.4%
Miscellaneous Revenue	300	1,185	395.0%
Total Revenues	\$ 6,143,267	\$ 5,826,536	94.8%

General Fund Expenditures

Expenditures	Budget	Year-to-Date	%
Executive (Commission)	58,648	47,289	80.6%
City Manager	233,719	209,859	89.8%
Finance	248,961	224,748	90.3%
Legal	110,000	85,779	78.0%
Planning & Code Enforcement	315,752	186,761	59.1%
Information Technology	69,150	54,102	78.2%
Elections	6,250	3,787	60.6%
General Government	309,311	216,279	69.9%
Law Enforcement	1,483,300	1,359,365	91.6%
Fire Department	1,070,258	951,341	88.9%
Streets	1,144,794	935,706	81.7%
Maintenance Shop	210,482	187,380	89.0%
Leisure Services	804,008	709,587	88.3%
Transfers	1,647,235	1,447,235	87.9%
Indirect Cost Allocation	(544,087)	(408,065)	75.0%
Total Expenditures	\$ 7,167,781	\$ 6,211,153	86.7%

General Fund Increase/Decrease to Fund Balance

	Budget	Year-to-Date
Incr / (Decr) to Fund Balance	(1,024,514)	(384,617)

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	371,488	40.4%
Incr / (Decr) to Fund Balance	-	(8,392)	

Water Fund

	Budget	Year-to-Date	%
Revenues & Trfrs In	2,954,124	2,446,796	82.8%
Expenses & Trfrs Out	6,469,143	5,392,548	83.4%
Incr / (Decr) to Net Assets	(3,515,019)	(2,945,752)	

Sewer Fund

	Budget	Year-to-Date	%
Revenues & Trfrs In	4,359,200	3,919,540	89.9%
Expenses & Trfrs Out	9,002,654	3,743,690	41.6%
Incr / (Decr) to Net Assets	(4,643,454)	175,850	

2015 Bond principal contributions were not recorded as an expense.

Solid Waste Fund

	Budget	Year-to-Date	%
Revenues	581,800	536,212	92.2%
Expenses & Trfrs Out	581,800	488,585	84.0%
Incr / (Decr) to Net Assets	-	47,627	

Citywide Increase/Decrease to Fund Balance / Net Assets

	Budget	Year-to-Date
Incr / (Decr) to Fund Balance/Net Assets	(9,262,164)	(3,109,599)

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

DATE: SEPTEMBER 27, 2016

ITEM: FY 2016 BUDGET TRANSFERS

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)

The attached *Budget Transfer Request* transfers budget amounts between line items within Department budgets to comply with the City's line item level of budget control.

A new line item account was setup for the recording of health insurance supplement payments to (1) employees without City health insurance and to (2) employees for which less than an additional \$100 per month was contributed toward their health insurance in FY2016. The transfers establish line item budgets for the health insurance supplement payment accounts.

Additional inter-departmental transfers are included to account for group health insurance budget overages and an overtime budget overages.

These adjustments affect only line item account budgets within the same Department. An explanation for the request is detailed by Department on the attached request form.

ATTACHMENTS:

- BUDGET TRANSFER REQUEST

5. REQUESTED MOTION/ACTION:

Staff recommends that the City Commission approve the budget transfers attached.



BUDGET TRANSFER REQUEST

AMOUNTS IN WHOLE DOLLARS

Department Various

9/27/2016

Account #	Account Description	CURRENT Budget Amt	Requested Increase	Requested Decrease	REVISED Budget Amt	Explanation for Request	
01-512-102-31	City Manager - Health Insurance Adjustment	\$ -	1,200		\$ 1,200	Transfer the City Manager budget between line items to cover health insurance adjustment payments and to account for a budget overage in health insurance.	
01-512-102-30	City Manager - Group Insurance	17,889	2,644		20,533		
01-512-102-10	City Manager - FICA	10,145		800	9,345		
01-512-304-61	City Manager - Machinery & Equipment	1,000		1,000	-		
01-512-304-65	City Manager - IT Equipment	1,000		1,000	-		
01-512-305-10	City Manager - Office Supplies & Small Equip.	1,750		644	1,106		
01-5123-305-40	City Manager - Books, Pubs. & Dues	1,953		400	1,553		
01-513-102-30	Finance - Group Insurance	19,152	1,904		21,056		Transfer the Finance budget between line items to cover health insurance adjustment payments.
01-513-102-10	Finance - FICA	6,801		300	6,501		
01-513-102-50	Finance - Unemployment Insurance	2,160		968	1,192		
01-513-301-00	Finance - Travel & Per Diem	2,500		136	2,364		
01-513-304-70	Finance - Printing & Binding	500		500	-		
01-519-102-30	General Gov't - Group Insurance	18,292	1,725		20,017	Transfer the General Gov't budget between line items to account for a budget overage in health insurance.	
01-519-304-10	General Gov't - Communications/Telephone	38,000		1,725	36,275		
01-522-102-31	Fire - Health Insurance Adjustment	-	5,460		5,460	Transfer the Fire Department budget between line items to cover health insurance adjustment payments and to account for a budget overage in health insurance, overtime and related benefit accounts.	
01-522-102-30	Fire - Group Insurance	97,748	6,785		104,533		
01-522-101-40	Fire - Overtime	56,500	4,100		60,600		
01-522-102-10	Fire - FICA	34,814	1,300		36,114		
01-522-102-11	Fire - Medicare	8,217	200		8,417		
01-522-102-20	Fire - Retirement Contrib	111,949	5,000		116,949		
01-522-102-40	Fire - Worker's Compensation	28,412		5,300	23,112		
01-522-305-21	Fire - Fuel & Lubricants	19,000		9,000	10,000		
01-522-304-30	Fire - Utilities	18,375		2,000	16,375		
01-522-304-62	Fire - R & M Vehicles	9,500		2,045	7,455		
01-522-304-61	Fire - R & M Machinery & Equipment	10,000		2,000	8,000		
01-522-305-25	Fire - IT Equipment <\$1,000	5,396		2,500	2,896		
01-541-102-31	Streets - Health Insurance Adjustment	-	4,688		4,688		Transfer the Streets budget between line items to cover health insurance adjustment payments.
01-541-101-30	Streets - Group Insurance	56,029		4,688	51,341		
01-549-102-31	Shop - Health Insurance Adjustment	-	1,200		1,200	Transfer the Maint. Shop budget between	

Account #	Account Description	CURRENT Budget Amt	Requested Increase	Requested Decrease	REVISED Budget Amt	Explanation for Request
01-549-102-30	Shop - Group Insurance	20,202	1,822		22,024	line items to cover health insurance adjustment payments and to account for a budget overage in health insurance.
01-549-304-90	Shop - Other Current Charges	1,050		800	250	
01-549-304-61	Shop - R & M Machinery & Equipment	9,500		2,222	7,278	
01-572-102-31	Leisure Svcs - Health Insurance Adjustment	-	2,750		2,750	Transfer the Leisure Services budget between line items to cover health insurance adjustment payments and to account for a budget overage in health insurance.
01-572-102-30	Leisure Svcs - Group Insurance	69,859	2,580		72,439	
01-572-101-20	Leisure Svcs - Regular Salaries	290,338		5,330		
41-533-102-31	Water - Health Insurance Adjustment	-	2,440		2,440	Transfer the Water Dept. budget between line items to cover health insurance adjustment payments.
41-533-101-20	Water - Regular Salaries	328,606		2,440		
42-535-102-31	Sewer - Health Insurance Adjustment	-	3,030		3,030	Transfer the Sewer Dept. budget between line items to cover health insurance adjustment payments and to account for a budget overage in health insurance.
42-535-102-30	Sewer - Group Insurance	88,409	2,566		90,975	
42-535-101-20	Sewer - Regular Salaries	430,438		5,596		
43-534-102-31	Solid Waste - Health Insurance Adjustment	-	2,130		2,130	Transfer the Solid Waste budget between line items to cover health insurance adjustment payments and to account for a budget overage in regular salaries, health insurance and related benefit accounts.
43-534-102-30	Solid Waste - Group Insurance	26,637	2,256		28,893	
43-534-101-20	Solid Waste - Regular Salaries	155,849	3,000		158,849	
43-534-102-10	Solid Waste - FICA	9,261	200		9,461	
43-534-102-11	Solid Waste - Medicare	2,166	50		2,216	
43-534-102-20	Solid Waste - Retirement	11,315	280		11,595	
43-534-305-21	Solid Waste - Fuel and Lubricants	23,000		4,000	19,000	
43-534-304-70	Solid Waste - Printing & Binding	4,770		1,000	3,770	
43-534-304-61	Solid Waste - R & M Machinery & Equipment	12,790		2,100	10,690	
43-534-304-62	Solid Waste - R & M Vehicles	15,750		816	14,934	
Totals		\$ 2,077,022	\$ 59,310	\$ 59,310	\$ 1,041,006	

APPROVALS

Department Head _____ Date: _____

City Manager _____ Date: _____

Commission _____ Date: _____

Finance _____ Date: _____

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

DATE: SEPTEMBER 27, 2016

ITEM: ADVISORY BOARD APPOINTMENTS

1. PLACED ON AGENDA BY:

J. Michael Fuller, City Manager *JMF*

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)

Planning Board

There is currently one vacancy on the Planning Board due to a resignation. One application has been received from Mr. Wayne Hagan for consideration of appointment to the 3-year unexpired term ending December 31, 2016.

Code Enforcement Board

There is currently one vacancy on the Code Enforcement Board as an Alternate for a 3-year term ending December 31, 2019. One application has been received from Vera Banks for consideration of appointment to a 3-year term ending December 31, 2019.

ATTACHMENTS:

- Application(s)
- Board Member Rosters

5. REQUESTED MOTION/ACTION:

Approval of the Consent Agenda will constitute approval by the Commission of the appointment of Wayne Hagan to the Planning Board to fill the 3-year unexpired term ending December 31, 2016 and Vera Banks to an Alternate position on the Code Enforcement Board for a 3-year term ending December 31, 2019.



CITY OF CALLAWAY

ADVISORY BOARD APPLICATION

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

NEW APPLICATION

RE-APPLICATION

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

Name: Hagan Wayne Albert
(Last) (First) (Middle)

Address: 209 Lannie Rowe Drive
Callaway, FL 32404

Mailing Address (if different): _____

Business Address: _____

Occupation: Retired Federal Civil Service

Home Phone: 850 818-0263 Work Phone: Cell 478 397-6220

E-mail: whagan2002@juno.com

Do you reside within the City limits? Yes No

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

Please rank your board preference(s):

1. Code Enforcement Board
2. CDGB Task Force
3. Planning Board

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

Why would you like to serve on this board? To serve my community in an effort to improve it as a place to live, work and play. Also, to serve the members of our community that are unable or can not fend for their self in dealing with government issues.

What special skills would you bring to this position? The ability of forward thinking, listening and research via the internet and other sources on a wide spectrum of subjects. Provide advice based on the research so that there is an informed decision on the issues.

Please list fields of work experience: Military supervisor as a non-commissioned officer, logistics and program manager responsible for mission accomplishment of approximately 350 military and 200 contract personnel while working at a remote foreign location.

List any licenses and/or degrees (location and year): BS in Liberal Studies from the University of New York 1990 (now Excelsior College)

Local Referenced (Please list three (3)):

1. James Morris 129 N Lakewood Drive, Panama City, FL 32404
2. Antonio Salvo 6314 Lake Drive, Panama City, FL 32404
3. Kevin Kellett 504 Old Hickory, Panama City, FL 32404

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

Signed: *Wayne B. Hagan* Date: Aug 24, 2016

SCHEDULE OF BOARD MEETINGS
[Note – Balance of Boards meet quarterly or as needed.]

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

*These boards are subject to Financial Disclosure.

Please submit application to:
Janice L. Peters, City Clerk
City of Callaway
6601 E. Highway 22
Callaway, FL 32404

**CITY OF CALLAWAY
PLANNING BOARD
(LOCAL PLANNING AGENCY)**

The Planning Board, established Sept. 25, 1978, via Ordinance No. 182, was officially made the Local Planning Agency via Ordinance 546 on July 8, 1997. The Board consists of seven (7) members who serve for 3-year terms and must be City residents and electors. All members must submit to a pre-appointment background check and are subject to the Florida Financial Disclosure requirements.

Bob Bell, Chairman (Appt. 11/24/15-11/24/17) – 6227 Seminole Drive; Home Ph.: 874-8767; Cell Ph.: 832-1110. Re-appointed on January 26, 2016, to a 3-year term ending December 31, 2018. rbell56511@aol.com or bbell@bbpanamacity.com.

VACANCY

Ernest “Bill” Brown – 6023 Howard Road; Home Ph.: 874-0907. Appointed in August 2014 for a 3-year term ending December 31, 2017. sammybrown99@hotmail.com.

Allen L. Johnson – 842 Buddy Drive; Home Ph.: 874-1417; Work Ph.: 747-6567; Appointed on December 15, 2015, for a 3-year term through December 31, 2018. AJohnson47@comcast.net

Kevin Matthews – 7007 Benton Drive; Home Ph.: 874-9731, Office Ph.: 234-4793. Re-appointed on January 26, 2016, for a 3-year term through December 31, 2017. Kevin.r.matthews@navy.mil

Ed Williams, Vice-Chairman (through 11/24/15) – 855 Plantation Way; Home Ph.: 874-1825, Office Ph.: 283-5064, Cell Ph.: 832-3146. Re-appointed on January 26, 2016, for a 3-year term through December 31, 2017. edwardwilliams991@gmail.com.

Steve Woolsey – 312 Sukoshi Drive; Home Ph.: (912) 674-7531; Work Ph.: 522-4686; Appointed on December 15, 2015 for a 3-year term through December 31, 2018. Steve.Woolsey@era.com

City of Callaway Staff Liaisons:

Bill Frey – Code Enforcement Officer Planning Department

Bonnie Poole – Code Enforcement Officer Planning Department

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

- **Chairman:** Serves for a 2-year period, replaced by the Vice-Chairman.
- **Vice-Chairman:** Replaces Chairman after the Chairman’s 2-year term as Chair. Must have 2-years left on term to be able to replace Chairman and is appointed by Commission upon the recommendation of the Board.



CITY OF CALLAWAY

ADVISORY BOARD APPLICATION

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

NEW APPLICATION RE-APPLICATION

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

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

Address: 217 Lanni Rowe DR
Panama City, FL

Mailing Address (if different): _____

Business Address: _____

Occupation: Educator

Home Phone: 850-624-1118 Work Phone: _____

E-mail: Banksus@bay.k12.fl.us

Do you reside within the City limits? Yes No

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

Please rank your board preference(s):

1. Advisory or Code Enforcement
2. CDC for Improvement
3. Community support/development

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

Why would you like to serve on this board? Motivated to assist with city improvement

What special skills would you bring to this position? Project Awareness, Personnel Awareness, prior Board volunteer County, district and State

Please list fields of work experience: Education, Social Worker, Research Analyst, Security, Banking, Management, Curriculum development, Clergy clerk, Children Advocacy

List any licenses and/or degrees (location and year): Teaching 1984-Florida, Administration 1991-Florida, Business Owner 1980 Florida

- Local Referenced (Please list three (3)):
1. Cary Pilson Pilsonc@bay.fl.us 767-450
 2. John Haley haleyjl@bay.fl.us 767-9100
 3. William Husfelt husfeltw@bay.fl.us 767-4100

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

Signed:  Date: 9/18/16

SCHEDULE OF BOARD MEETINGS
[Note – Balance of Boards meet quarterly or as needed.]

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

*These boards are subject to Financial Disclosure.

Please submit application to:
Janice L. Peters, City Clerk
City of Callaway
6601 E. Highway 22
Callaway, FL 32404

**CITY OF CALLAWAY
CODE ENFORCEMENT BOARD**

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

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

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

Lorna J. Banks – 8214 James Street; Home Ph.: 215-5712, Work Ph.: 283-7510. Appointed on March 22, 2016 for a 3-year term ending December 31, 2018. Xaymaica479@yahoo.com

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

David Griggs – 7111 Winona St.; Home Ph.: 874-8729; Appointed on August 23, 2016, to an unexpired 3-year term through December 31, 2016. griggsgdt@bellsouth.net

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

Carmelo “Tony” Roman-Quinones; 6700 Lake Drive; Home Ph.: 640-1512, Cell Ph.: (786) 525-4753. Appointed on May 24, 2016 to fill an unexpired 3-year term ending December 31, 2017. Flyer46@yahoo.com

ALTERNATE James Dougall – 122 N. Berthe Avenue; Home Ph.: 640-2694, Work Ph.: (773) 592-4163. Appointed on August 23, 2016 to a 3-year term ending December 31, 2019. James_Dougall@yahoo.com

ALTERNATE – Vacant

City of Callaway Staff Liaisons:

Bill Frye – Code Enforcement Officer Planning Department - 215-7613

Bonnie Poole – Code Enforcement Officer Planning Department – 215-7628

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

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

DATE: SEPTEMBER 27, 2016

ITEM: PLANNING BOARD VICE-CHAIRMAN

1. PLACED ON AGENDA BY:

J. Michael Fuller, City Manager *JMF*

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)

Due to the recent resignation of David Griggs, Vice-Chairman of the Planning Board, the board recommends Ed Williams be appointed. Appointment of a Vice-Chairman is the responsibility of the City Commission, although the Planning Board must nominate a board member to recommend to the Commission.

Mr. Williams would fill an unexpired 2-year term as Vice-Chairman through November 2017.

5. REQUESTED MOTION/ACTION:

Staff recommends that the Commission accept the Planning Boards recommendation and appoint Ed Williams to the position of Vice-Chairman.

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

DATE: SEPTEMBER 27, 2016

ITEM: **FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) AMENDMENT TO THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT 2016-2017**

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

JMF

2. **AGENDA:**

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

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

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

The FDOT has issued an amendment to the original contract signed in 2015. This amendment better defines the responsibilities of the parties concerning maintenance and repairs required by the Agency (City). This amendment also places more liability on FDOT and off of the Agency (City). The following are the changes:

- Added Department of Financial Services/FDOT Comptroller standard payment terms to ensure invoices are paid and the agreements will stand up to a financial review.
- Simplified language for penalties and retainage.
- Changed responsibility for pursuing 3rd party damage insurance from Maintaining Agency to FDOT.
- Added requirement for the Maintaining Agency to provide an annual report of its traffic signal maintenance log.
- Added Force Majeure clause to remove liability from both the Maintaining Agency and the FDOT in the event of an Act of God, etc.
- Changed responsibility for periodic mast arm maintenance from Maintaining Agency to FDOT.
- Increased requirement for record retention from 3 to 5 years to comply with Florida's public record rule.
- Increased time to repair critical detectors to 90 days (previous agreement was 60 days).
- Decreased inspections to 50% of signals every year (previous agreement was 100% per year).
- Added requirement to allow FDOT access to traffic signal data.
- Deleted checklist in Exhibit C.
- Added new Exhibit C with form for reimbursement for 3rd party damage.

Attachment(s):

- Amendment to the Traffic Signal Maintenance and Compensation Agreement 2016-2017

5. **REQUESTED MOTION/ACTION:**

Staff requests City Commission acceptance of the amended contract and approval for the Mayor to sign the Amendment.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**AMENDMENT TO THE TRAFFIC SIGNAL MAINTENANCE
AND COMPENSATION AGREEMENT**

CONTRACT NO. ARW45
FINANCIAL PROJECT NO. 43673718807
F.E.I.D. NO. 59-100-5908
AMENDMENT NO. _____

THIS AMENDMENT TO THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT ("Amendment") is made and entered into on this [enter date] day of [enter month] [enter year], by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ("Department"), an agency of the State of Florida, and (City of Callaway), ("Maintaining Agency").
City of Callaway

RECITALS

WHEREAS, the Department and the Maintaining Agency on [enter date] entered into a Traffic Signal Maintenance and Compensation Agreement ("Agreement").

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

All the terms and conditions of the Agreement are superseded and replaced in their entirety by the terms and conditions contained in Attachment "1", Revised Terms and Conditions for the Traffic Signal Maintenance and Compensation Agreement, attached to and incorporated into this Amendment.

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment on the day, month and year set forth above.

CITY OF CALLAWAY, Florida
(Maintaining Agency)

By _____
(Authorized Signature)

Print/Type Name: Bob Pelletier

Title: City Mayor

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By _____
(Authorized Signature)

Print/Type Name: _____

Title: _____

Legal Review: _____

Attorney: _____ Date: _____

ATTACHMENT 1
REVISED TERMS AND CONDITIONS FOR THE
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

CONTRACT NO. ARW45
FINANCIAL PROJECT NO. 43673718807
F.E.I.D. NO. 59-100-5908

The following terms and conditions replace and supersede all the existing terms and conditions contained within the Traffic Signal and Maintenance Agreement:

- A. The Department is authorized under Section 335.055, Florida Statutes, to enter into this Agreement.
- B. The Maintaining Agency is authorized under Resolution # _____ to enter into this Agreement and has authorized its undersigned representative to enter into and execute this Agreement on behalf of the Maintaining Agency.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement, the sufficiency of which is acknowledged, the parties mutually agree and covenant as follows:

1. The term "Traffic Signals and Devices" is defined as follows: all traffic signals, interconnected and monitored traffic signals ("IMTS") (defined as signals that are interconnected with telecommunications and are monitored at a central location), traffic signal systems (defined as central computer, cameras, message signs, communications devices, interconnect / network, vehicle, bicycle & pedestrian detection devices, traffic signal hardware and software, preemption devices, and uninterruptible power supplies ("UPS")), control devices (defined as intersection control beacons, traffic warning beacons, illuminated street name signs, pedestrian flashing beacons (i.e., school zone flashing beacons, pedestrian crossing beacons, and Rectangular Rapid Flashing Beacons)), blank-out signs, travel time detectors, emergency/fire department signals, speed activated warning displays, and other types of traffic signals and devices specifically identified within Exhibit A, which are located on the State Highway System within the jurisdictional boundaries of the Maintaining Agency.

The Maintaining Agency shall be responsible for the maintenance and continuous operation of Traffic Signals and Devices ("Project"). The Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with operation of Traffic Signals and Devices upon completion of installation of each of the Traffic Signals and Devices.

2. The Department agrees to pay the Maintaining Agency an annual compensation amount based on the Department's fiscal year. The compensation amount consists of the cost of the maintenance and continuous operation of the Traffic Signals and Devices as identified in Exhibit A, which is attached and incorporated into this Agreement. Compensation will also be made for costs incurred for the repair and/or replacement of damaged Traffic Signals and Devices as identified in Exhibit C, attached and incorporated into this Agreement. Payments by the Department will be made in accordance with Exhibit B. In the case of construction contracts, the Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the Traffic Signals and Devices, and shall undertake the maintenance and continuous operation of these Traffic Signals and Devices upon final acceptance of the installation by the Department. Prior to any final acceptance of the installation by the Department, the Maintaining Agency will have the opportunity to inspect and request modifications or corrections to the installation(s) and the Department agrees to undertake those modifications or corrections prior to final acceptance so long as the modifications or corrections comply with the Agreement, signal plans, and specifications previously approved by both the Department and Maintaining Agency. Repair or replacement and other responsibilities of the installation contractor and the Department, during construction, are contained in the Department's Standard Specifications for Road and Bridge Construction.
3. If Traffic Signals and Devices are damaged and the Maintaining Agency did not cause the damages, then the Department shall reimburse the Maintaining Agency for the actual costs incurred by the Maintaining Agency for repairs and/or replacement of Traffic Signals and Devices, once the following occurs:
 - a. The Department has approved a properly completed invoice for reimbursement that was provided to the Department outlining the details of the requested reimbursements; and
 - b. Evidence of the costs incurred were included as an attachment to the invoice.

Exhibit C sets forth additional conditions that apply when the Maintaining Agency seeks to obtain reimbursement for costs incurred for repair and/or replacement of damaged Traffic Signals and Devices. Exhibit C also serves as a form invoice that can be used by the Maintaining Agency. The Maintaining Agency shall obtain written approval from the Department regarding the appropriate method of repair and/or replacement of damaged Traffic Signals and Devices prior to performing repair and/or replacement work. If there is an immediate risk to public safety due to damaged Traffic Signals and Devices and the Maintaining Agency is unable to immediately obtain the Department's written approval regarding the method of repair and/or replacement, then the Maintaining Agency shall immediately repair and/or replace the Traffic Signals and Devices. The Maintaining Agency shall notify the Department within thirty (30) calendar days of becoming aware of any damage to Traffic Signals and Devices caused by third parties. The Department shall be responsible for pursuing reimbursement from individuals and/or the third parties

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who cause damages and are liable for replacement and/or repair costs to Traffic Signals and Devices. If the Maintaining Agency causes damages to the Traffic Signals and Devices, then the Maintaining Agency shall repair and/or replace the Traffic Signals and Devices, and the Maintaining Agency shall be fully responsible for the cost of repair and/or replacement to the extent the damages were caused by the Maintaining Agency.

4. The Maintaining Agency shall maintain and operate the Traffic Signals and Devices in a manner that will ensure safe and efficient movement of highway traffic and that is consistent with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the Manual on Uniform Traffic Control Devices (MUTCD), as amended.
5. The Maintaining Agency's maintenance responsibilities include, but are not limited to, locates, preventive maintenance (periodic inspection, service, and routine repairs), restoration of services, and emergency maintenance (troubleshooting in the event of equipment malfunction, failure, or damage). Restoration of services may include temporary poles and/or signals, stop signs or other methods to maintain traffic. The Maintaining Agency shall record its maintenance activities in a traffic signal maintenance log, as they occur, and include this as part of the annual report, highlighting the time it took to restore the normal service and number of times such events occurred.
6. Neither the Maintaining Agency nor the Department shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by a Force Majeure Event and provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimated duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

A "Force Majeure Event" means the occurrence of:

- (a) an act of war, hostilities, invasion, act of foreign enemies, riot, terrorism or civil disorder;
 - (b) act of God (such as, but not limited to, fires, explosions, earthquakes, drought, hurricanes, storms, lightning, tornados, tidal waves, floods, extreme weather or environmental conditions, and other natural calamities);
 - (c) or another event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence.
7. The Department intends to conduct a structural inspection of the mast arm structures every sixty (60) months. The inspection report will serve as ninety (90) days notification to the Maintaining Agency that deficiencies exist that require preventive maintenance. Preventive maintenance of the mast arm structures includes, but is not limited to, spot painting, cleaning, all wiring repair and replacement, graffiti removal, all signal related issues (including lighting, signs and connections), tightening of nuts, replacing missing or deficient bolts, replacement of missing cap covers or equivalent, replacement of missing or deficient access hole cover plates, repairing improper grounding, and repainting any painted mast arms installed after April 30, 2015. If the preventive maintenance is not carried out after the expiration of the 90-day notice given to the Maintaining Agency, the Department shall withhold 8.33% up to a maximum of 25% of the total annual compensation amount under this Agreement for the affected signal locations each month.
 8. Any and all work performed by the Maintaining Agency must conform to the current Department Standard Specifications for Road and Bridge Construction as applicable. Mast arms that the Department determines to be at the end of their useful life cycle will be replaced by the Department so long as documented preventive maintenance was satisfactorily performed by the Maintaining Agency. In the case of a total paint failure, as determined by the Department, on a mast arm installed prior to April 30, 2015, the Department may repaint or replace with a galvanized mast arm. The aforementioned requirement does not apply to any mast arm that was installed under a separate mast arm paint finish agreement; in such case, the terms of that agreement shall govern.
 9. The Maintaining Agency may remove any component of the installed equipment for repair or testing; however, it shall only make permanent modifications or equipment replacements and only if the equipment provided is capable of performing at minimum the same functions as the equipment being replaced. The Department shall not make any modifications or equipment replacements without prior written notice to and consultation with the Maintaining Agency.
 10. The Maintaining Agency shall implement and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications, special provisions, Department re-timing projects, and the Department's Traffic Engineering Manual. The Maintaining Agency shall obtain prior written approval from the Department for any modification in phasing of signals and flash times (where applicable). Signal Systems timings (cycle length, split, offsets) are considered operational changes and may be changed by the Maintaining Agency to accommodate changing needs of traffic. The Maintaining Agency may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer registered in the State of Florida. The Maintaining Agency shall make available a copy of the timings to the Department upon request. The Department reserves the right to examine equipment, timing and phasing at any time and, after consultation with the Maintaining Agency, may specify modifications. If the Department specifies modification in timing or phasing, implementation of such modifications will be coordinated with, or made by, the Maintaining Agency. All signal timing and phasing records shall be retained by the Maintaining Agency for at least three (3) years, and will be made available to the Department upon request.

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11. The Maintaining Agency shall note in the maintenance log any changes in timings and phasings, and keep a copy of the timings and phasings, and any approval documentation in a file. A copy of the log shall be provided to the Department upon request. Maintaining Agencies may provide this information electronically.
12. The Maintaining Agency and the Department shall update Exhibit A on an annual basis through an amendment of this Agreement. The Maintaining Agency designates City Manager as its authorized representative(s), who is delegated the authority to execute any and all amendments to Exhibit A of this Agreement on behalf of the Maintaining Agency. Exhibit A contains a list of Traffic Signals and Devices that identifies their location and type. No changes or modifications may be made to Exhibit A during the Department's fiscal year for compensation. Traffic Signals and Devices added by the Department during its fiscal year must be maintained and operated by the Maintaining Agency upon the Department's final acceptance of installation of the new Traffic Signals and Devices. The Maintaining Agency and the Department shall amend Exhibit A prior to the start of each new fiscal year of the Department to reflect the addition or removal of Traffic Signals and Devices. The Maintaining Agency will begin receiving compensation for new Traffic Signals and Devices that were added to Exhibit A by amendment of this Agreement in the Department's fiscal year occurring after the Traffic Signals and Devices are installed and final acceptance of such installation is given by the Department. In the event that no change has been made to the previous year's Exhibit A, a certification from the Maintaining Agency shall be provided to the Department certifying that no change has been made to Exhibit A in the Department's previous fiscal year. The annual compensation will be a lump sum payment (*minus any retainage or forfeiture*) as set forth in Exhibit B. Future payments will be based on the information provided in Exhibit A, in accordance with the provisions as set forth in Exhibit B, attached to and incorporated in this Agreement. Some of the Traffic Signals and Devices may not be listed in Exhibit A because the cost of operating and maintaining such devices is relatively small. The Department has factored in these costs and the compensation provided through this Agreement also covers the cost of operation and maintenance for Traffic Signals and Devices that are not listed in Exhibit A.
13. Payment will be made in accordance with Section 215.422, Florida Statutes.
14. There shall be no reimbursement for travel expenses under this Agreement.
15. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
16. The Maintaining Agency should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than twenty (20) working days. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
17. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Maintaining Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Maintaining Agency requests payment. Invoices returned to a Maintaining Agency because of Maintaining Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
18. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors or vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
19. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Maintaining Agency's general accounting records and the Project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
20. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Maintaining Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
21. The Maintaining Agency must submit the final invoice on the Project to the Department within 120 days after termination of the Agreement. Invoices submitted after the 120-day time period may not be paid.
22. In the event this contract is for services in excess of \$25,000.00 and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), F.S., are hereby incorporated:

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"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year."

23. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit B for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Maintaining Agency, in writing, when funds are available.
24. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.
25. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
26. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Maintaining Agency.
27. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
28. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch or a state agency.
29. The Maintaining Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
30. The Maintaining Agency may be subject to inspections of Traffic Signals and Devices by the Department. Such findings will be shared with the Maintaining Agency and will be the basis of all decisions regarding payment reduction, reworking, Agreement termination, or renewal. If at any time the Maintaining Agency has not performed the maintenance responsibility on the locations specified in the Exhibit A, the Department has the option of (a) notifying the Maintaining Agency of the deficiency with a requirement that it be corrected within a specified time, otherwise the Department shall deduct payment, suspend funds, or terminate funds for any deficient maintenance of Traffic Signals and Devices that has not been corrected at the end of such time, or (b) take whatever action is deemed appropriate by the Department. Any deduction in payment, suspension of funds, or termination of funds does not relieve any obligation of the Maintaining Agency under the terms and conditions of this Agreement.
31. The Department shall monitor the performance of the Maintaining Agency in the fulfillment of its responsibilities under the Agreement. The Maintaining Agency shall submit an annual Report prior to June 30 of each year detailing the following:
 - a. Critical Detection device malfunctions: Critical Detection devices include the detectors on side-streets and in left turn lanes on the main streets, and all pedestrian/bicycle detectors. Repairs to the side-street and main street left turn detectors shall be made within ninety (90) days and pedestrian detectors within seventy-two (72) hours of discovery. The Maintaining Agency shall ensure that 90% of all Critical Detection devices system wide are operating at all times. At any time the level drops below 90%, the Maintaining Agency shall notify the Department and correct the situation within a time frame determined in the sole discretion of the Department. Discovery and correction dates for Critical

**REVISED TERMS AND CONDITIONS FOR THE
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Detection device malfunction shall be logged into the annual report. If the repairs cannot be performed within stipulated times, the agency shall document the reason(s) why in the annual report. When the 90% Critical Detection device requirement is (are) not met, a 10% retainage of the total annual compensation amount (as shown in Exhibit B) for the affected Critical Detection device location(s) each month will be withheld after the 90-day period.

- b. Traffic signal preventive maintenance inspections: Traffic signals shall receive a comprehensive preventive maintenance inspection on at least 50% of all traffic signals annually, alternating the remaining 50% the following year. Preventive maintenance inspection shall include verification that all detection is working, the traffic signal is cycling properly, the ventilation system is functioning and filters are clean. Basic traffic cabinet maintenance shall also verify power feed voltages, verify that the vehicle and pedestrian indications are functioning properly, test the effective functioning of pedestrian push buttons, and check hinges and door locks. At least one (1) conflict monitor test shall be performed on 50% of traffic signals annually, alternating the remaining 50% the following year. Each test is to be documented and included in the annual report to the Department. The inspection report shall note the location, date of inspection, and any items noted. If 50% of the traffic signals do not receive at least one (1) comprehensive preventive maintenance inspection during a twelve (12) month period, there shall be a 20% retainage of the annual compensation amount for the affected traffic signal locations until the preventive maintenance inspection is made. If not performed within the state's fiscal year, the 20% retainage of the annual compensation amount for the affected traffic signal locations will be forfeited.
 - c. For any traffic signals that are interconnected with telecommunications and their real-time operation is electronically monitored via software by personnel at a central location and are therefore receiving the higher compensation amount as described in Exhibit B, the name(s) and title(s) of those monitoring those intersections, and the location of the central monitoring facility(ies), are to be documented and contained in the annual report submitted to the Department.
32. The Maintaining Agency may enter into agreements with other parties pertaining to Traffic Signals and Devices including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of Traffic Signals and Devices on the State Highway System, provided that such Agreements are consistent with the mutual covenants contained in this Agreement. The Maintaining Agency shall furnish a copy of such agreements to the Department.
 33. This Agreement may not be assigned or transferred by the Maintaining Agency in whole or in part without prior written consent of the Department.
 34. The Maintaining Agency shall allow public access to all documents, papers, letters, or other material subject to provisions of Chapter 119, Florida Statutes, and made or received by the Maintaining Agency in conjunction with this Agreement. Failure by the Maintaining Agency to grant such public access will be grounds for immediate unilateral cancellation of this Agreement.
 35. At no additional cost to the Department, the Maintaining Agency shall provide the Department access to all traffic signal data available from the firmware of the traffic signal controllers and other devices covered under this Agreement. The Maintaining Agency shall include the Department as a party to all traffic signal firmware/software related agreements that the Maintaining Agency enters into with other parties.
 36. This Agreement is governed by and construed in accordance with the laws of the State of Florida. The invalidity or unenforceability of any portion of this Agreement does not affect the remaining provisions and portions hereof. Any failure to enforce or election on the part of the Department to not enforce any provision of this Agreement does not constitute a waiver of any rights of the Department to enforce its remedies hereunder or at law or in equity.
 37. In no event shall the making by the Department of any payment to the Maintaining Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Maintaining Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
 38. The term of this Agreement is twenty (20) years from the date of execution of the Agreement; provided that either party may cancel this Agreement prior to the expiration of the term of this Agreement. A minimum notice period of two (2) years plus the remaining months of the Department's fiscal year shall be provided to the other party in writing. Should the Maintaining Agency provide its written notice of cancellation to the Department, the notice shall be endorsed by the elected body (County Commission, City Council, or local agency governing body) under which the Agency operates.
 39. Any Project funds made available by the Department which are determined by the Department to have been expended in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Maintaining Agency files shall not constitute a waiver of the Department's rights and Department has the right to verify all information at a

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later date by audit or investigation. Within thirty (30) days of the termination of this Agreement, the Maintaining Agency shall refund to the Department any balance of unobligated funds which were advanced or paid to the Maintaining Agency. In the event the Maintaining Agency fails to perform or honor the requirements and provisions this Agreement, the Maintaining Agency shall return funds in accordance with this paragraph within thirty (30) days of termination of the Agreement.

40. Upon execution, this Agreement cancels and supersedes any and all prior Traffic Signal Maintenance Agreement(s) between the parties, except any specific separate Agreements covering painted mast arm maintenance or any other aspect related to the painting of mast arms.
41. The Department reserves the right to remove select critical corridors or critical intersections from the Maintaining Agency's obligation under this Agreement. The remaining intersections and corridors would continue to be covered under this Agreement. The Department will provide a minimum of one year notice prior to take-over of maintenance of critical corridors or critical intersections.
42. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
43. The Department agrees that the Maintaining Agency must comply with State law regarding appropriations and budgets. This Agreement shall not be interpreted to conflict with State law applicable to the Maintaining Agency.
44. The Maintaining Agency shall:
 - a. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Maintaining Agency during the term of the Agreement; and
 - b. expressly require any contractors and subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.
45. Unless authorized by law and agreed to in writing by the Department, the Department will not be liable to pay attorney fees, interest, or cost of collection.
46. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
47. Exhibits A, B, and C are attached and incorporated into this Agreement.
48. This Agreement contains all the terms and conditions agreed upon by the parties.

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MAINTENANCE AND COMPENSATION AGREEMENT

EXHIBIT B
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

1.0 PURPOSE

This exhibit defines the method and limits of compensation to be made to the Maintaining Agency for the services described in this Agreement and in Exhibit A and method by which payments will be made.

2.0 COMPENSATION FOR MAINTENANCE AND OPERATION

For the satisfactory completion of all services related to maintenance and operation detailed in this Agreement and Exhibit A of this Agreement, the Department will pay the Maintaining Agency the Total Lump Sum (**minus any retainage or forfeiture**) in Exhibit A. The Maintaining Agency will receive one lump sum payment (**minus any retainage or forfeiture**) at the end of each fiscal year for satisfactory completion of service.

Beginning in the fiscal year 2016-17, for traffic signals that are not interconnected with telecommunications and are not monitored at a central location, the compensation amount shall be \$3,131. The compensation amount for traffic signals that are interconnected with telecommunications and are monitored at a central location shall be \$4,500 per signal location. These differential compensation amounts shall be in effect beginning July 1, 2016. The Table below shows the compensation amount for the various devices for fiscal years 2015-16 and 2016-17, and beyond.

Total Lump Sum (**minus any retainage or forfeiture**) Amount for each fiscal year is calculated by adding all of the individual intersection amounts.

Pedestrian Flashing Beacon: includes school zone beacons, pedestrian crossing beacons, and rectangular rapid flashing beacons (RRFB). School zones, crosswalks and warning sign locations shall be paid at a unit rate regardless of the number of individual beacons or poles.

Unit Compensation Rates per Intersection on the State Highway System

FY	Traffic Signal s (TS)	Traffic Signal - Interconnect ed & monitored (IMTS)	Intersecti on Control Beacon (ICB)	Pedestria n Flashing Beacon (PFB)	Emergen cy Fire Dept. Signal (FDS)	Speed Activate d Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warni ng Beaco n (TWB)	Travel Time Detect or	Uninterrupti ble Power Supplies (UPS)
2014- 15*	\$ 2,951		\$738	\$295	\$738	\$148	\$148		
2015-16	3,040		760	608	1,064	304	304		
2016-17	3,131	4,500	783	626	1,096	313	313	100	100
2017-18	Based on the Consumer Price Index (CPI), the 2016-17 compensation amounts will be revised upwards.								
2018-19	Based on the CPI, the 2017-18 compensation amounts will be revised upwards.								
2019-20	Based on the CPI, the 2018-19 compensation amounts will be revised upwards.								

*Compensation pro-rata based on intersection approaches or legs on State Highway System.

Based on the Consumer Price Index (CPI), the Unit Rate for the following fiscal year will be adjusted accordingly, unless otherwise specified in an amendment to this Agreement. However, if CPI is negative, there shall be no reduction from the previous year's compensation.

3.0 COMPENSATION FOR REPAIR AND/OR REPLACEMENT OF DAMAGED TRAFFIC SIGNALS AND DEVICES

For the satisfactory completion of all services related to repair and/or replacement of damaged Traffic Signals and Devices detailed in this Agreement, the Department will pay the Maintaining Agency a Lump Sum amount of the actual costs incurred for the replacement and/or repair of the damaged Traffic Signals and Devices as set forth in the invoice submitted to the Department. The invoice for the costs incurred for the replacement and/or repair of

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damaged Traffic Signals and Devices shall contain the information required in Exhibit C and any other additional information requested by the Department to justify the costs incurred. The reimbursement amount is subject to approval by the Department.

4.0 PAYMENT PROCESSING

For regular maintenance costs, the Maintaining Agency shall invoice the Department in a format acceptable to the Department, on an annual basis for the reimbursement costs incurred by the Maintaining Agency for the previous year prior to June 30th of each year. For example, the Maintaining Agency shall submit its invoice for the previous year beginning July 1, 2015 through June 30, 2016 no later than June 30, 2016.

For costs incurred for repair and/or replacement of damaged Traffic Signals and Devices, applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The Maintaining Agency shall submit invoices for repair and/or replacement costs due to damaged Traffic Signals and Devices at least on an annual basis but the Maintaining Agency may also submit such invoices to the Department on a quarterly basis.

ATTACHMENT 1**REVISED TERMS AND CONDITIONS FOR THE TRAFFIC SIGNAL
MAINTENANCE AND COMPENSATION AGREEMENT****EXHIBIT C****Reimbursement for Replacement and/or Repair of
Damaged Traffic Signals and Devices**

The Department will reimburse the Maintaining Agency a Lump Sum amount for costs incurred for the replacement and/or repair of Traffic Signals and Devices damaged as a result of third parties or as a result of other causes that were not caused by the Maintaining Agency.

The Maintaining Agency is not required to provide a police report in situations where damage is caused to Traffic Signals and Devices by a Force Majeure Event or as a result of other causes beyond the control of the Maintaining Agency that do not necessarily prevent performance, which includes but is not limited to: storms, winds, lightning, flooding and other natural and weather related causes. The Maintaining Agency must provide a police report in all situations where a traffic accident, theft, or vandalism causes damage to Traffic Signals and Devices to the extent the Maintaining Agency has the ability and opportunity to obtain a police report.

Applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The following information shall be provided by the Maintaining Agency to be eligible for the reimbursement payment:

Date and Time of Accident/Incident:	
Location of Accident/Incident:	
Provide Police Report (if applicable) and the Following Information:	
<ol style="list-style-type: none"> 1. Attach pictures of damaged traffic signals and devices. 2. Attach invoices or receipt of equipment purchased to replace damaged components. 3. Attach detailed documentation of labor costs associated with replacing and/or repairing damaged components, including dates of performance and completion of the work. 	
Contract No.: _____	
Project No.: _____	
Total Lump Sum Reimbursement Amount	\$

The Maintaining Agency hereby certifies that it has replaced and repaired all the Traffic Signals and Devices at the location or signalized intersection referenced above. Henceforth, this document is the Maintaining Agency's request for reimbursement to the Department for the services of restoring the Traffic Signals and Devices to their original operating condition.

The Parties agree to the Total Lump Sum Reimbursement Amount set forth above.

Maintaining Agency Date

District Traffic Operations Engineer Date

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

DATE: SEPTEMBER 27, 2016

ITEM: SYNSURANCE SYNOVIA SOLUTIONS – GPS AGREEMENT

1. PLACED ON AGENDA BY:

J. Michael Fuller, City Manager *JMF*
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)

At the August 23, 2016, Commission Meeting, Commission approved GPS systems for 20 vehicles, for an initial 1-year period, with a not-to-exceed amount of \$5,000 for the year.

Upon review of all vehicles, the final total was 29 vehicles at a reduced cost of \$17.00 per vehicle, for \$493 monthly and an annual total of \$5,916. Each vehicle will require 2 MB of data at .99 per MB for a total monthly cost of \$57.42 and an annual total of \$689.04 to be paid directly to Verizon.

The total annual cost of GPS, with data, for 29 vehicles is \$6,605.04. Staff is requesting approval of the additional 9 vehicles for the not-to-exceed total annual amount of \$6,605.04

ATTACHMENT:

- SYNSURANCE SYNOVIA SOLUTIONS AGREEMENT

5. REQUESTED MOTION/ACTION: Staff requests Commission approval of the added 9 vehicles and the amended not-to-exceed total of \$6,605.04 annually.



9330 Priority Way West Dr.
 Indianapolis, IN 46240
 Phone: 317-208-1700
 Toll Free: 877-796-6842
 Fax: 317-208-2202

**GOVERNMENT
 AGREEMENT**
 No: 6517

Customer Legal Name City of Callaway Florida		Customer Billing Address (If different)	
Address 6601 Easy Highway 22		Address	
City Callaway	County Bay	City	County
State Florida	Zip Code 32404	State FL	Zip Code
Location Contact: Oscar Martinez	Phone (850) 871-1033	Fax	Salesperson Peter Nemeth
Tax ID#	<input type="checkbox"/> K-12	<input checked="" type="checkbox"/> Other Municipal	
PO Number (if applicable):		PO Expiration Date:	
CONTRACT DURATION / NUMBER OF VEHICLES			
Term of Agreement: 12 Mo. <input checked="" type="checkbox"/> 24 Mo. <input type="checkbox"/> 36 Mo. <input type="checkbox"/> 60 Mo. <input type="checkbox"/>			
Total Number of Vehicles: <u>29</u>			
Tax Exempt: <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (Attach Certificate)			
THIS AGREEMENT COVERS THE FOLLOWING:			
SILVERLINING SOFTWARE		EQUIPMENT LIST	
<input checked="" type="checkbox"/> Core Track & Trace		TYPE	QTY
<input type="checkbox"/> Comparative Analysis		LMU:	3030
<input type="checkbox"/> Time and Attendance			29
<input checked="" type="checkbox"/> Engine Diagnostics		Peripheral:	
<input type="checkbox"/> Turn by Turn Navigation			
<input type="checkbox"/> Here Comes The Bus		Other:	
<input type="checkbox"/> Route Builder			
Carrier: <input type="checkbox"/> Synovia <input checked="" type="checkbox"/> Verizon			
Installation: <input type="checkbox"/> Synovia <input checked="" type="checkbox"/> Customer			
SPECIAL INSTRUCTIONS: Note Data not included. Data provided by Verizon per State of Florida Contract. Pricing is \$0.099 per MB, Two MB per month per vehicle typical. Synovia will work with Verizon to set this up.			
RATE AND METHOD OF PAYMENT			
Base Payment \$ <u>17.00</u> X	Number of Vehicles <u>29</u> =	\$ <u>493.00</u>	<input checked="" type="checkbox"/> Monthly
Base Payment \$ _____ X	Number of Vehicles _____ =	\$ _____	<input type="checkbox"/> Quarterly
Base Payment \$ _____ X	Number of Vehicles _____ =	\$ _____	<input type="checkbox"/> Annually
Total Rental Payment		\$ <u>493.00</u>	<input type="checkbox"/> Check
Applicable Sales Tax		\$ <u>0.00</u>	<input type="checkbox"/> ACH
Total Rental Payment with Tax		\$ <u>493.00</u>	<input type="checkbox"/> Credit Card
PLEASE READ BEFORE SIGNING: THE CUSTOMER AGREES TO RENT FROM VENDOR THE EQUIPMENT LISTED ABOVE. THE CUSTOMER AGREES TO ALL TERMS AND CONDITIONS CONTAINED IN THIS RENTAL AGREEMENT. THE CUSTOMER AGREES THIS RENTAL AGREEMENT IS FOR THE RENTAL TERM INDICATED ABOVE AND CANNOT BE CANCELLED FOR ANY REASON, EXCEPT AS PROVIDED HEREIN.			
AUTHORIZATION			
Company Full Name (Please Print)			
Authorized Signature	Date	Authorized Representative of Synovia	
Authorized Signer's Printed Name	Title		

RENTAL AGREEMENT TERMS AND CONDITIONS

1. **OWNERSHIP OF EQUIPMENT.** Synovia Solutions, LLC (hereinafter referred to as "Vendor") is the sole owner and titleholder to the Equipment. The Equipment consists of the unit(s), all peripherals, and/or connections and supplies used for installation. This Agreement constitutes a lease or bailment and is not a sale or the creation of a security interest. Customer shall not have, or at any time acquire, any right, title or interest in the Equipment, except the right to possession and use as provided in this Agreement.
2. **RENT.** The Customer agrees to pay Vendor the rental payment when due. If any payment is more than ten (10) days late, the Customer agrees to pay a late fee of ten percent (10%) or Ten Dollars (\$10), whichever is greater, on the overdue amount. Customer also agrees to pay Twenty-Five Dollars (\$25) for each check or ACH that the bank returns for insufficient funds or any other reason. Vendor shall have the right to increase the rent upon renewal or extension of this Agreement. Vendor shall notify Customer of the rental increase forty-five (45) days before the expiration of the Initial Term.
3. **SYNSURANCE.** Vendor warrants to provide to Customer at no cost the following: **Automatic quarterly updates with new features, map data, patches and hot fixes; 6 months of "bread crumb" data plus 2 years of reporting; Proactive trouble shooting on a weekly basis; hardware script updates twice per year; Uptime at 99% or Vendor will provide a credit for one days charge for the entire fleet; Lifetime hardware warranty with replacements; 2% spares on site with spare replacement within 48 hours; First occurrence fix or Vendor will provide a credit for once days charge for the entire fleet.**
4. **TAXES AND FEES.** This is a net rental. Customer agrees to pay on or before their due dates, all sales taxes, use taxes, personal property taxes, and assessments or other direct taxes or governmental charges imposed on the property or leveled against or based on the amount of rent to be paid under the Agreement or assessed in connection with this Agreement, even if billed after the end of the rental period.
5. **CANCELATION.** Customer may cancel this agreement for convenience on the anniversary date of its fiscal year end by providing Vendor with a minimum of 60 days' written notice on Customer letterhead through the US Mail or express delivery. Customer agrees that telephonic or email delivery of such notice does not constitute an authorized notice of intent to cancel to Vendor, and is not actionable. Notices received with less than 60 days' notice before the end of the fiscal year will not be valid for that fiscal year and will only be enforceable at the end of the next fiscal year. Regardless of such notice given, Customer will continue to make monthly payments until the equipment is delivered to Vendor at Customers expense.
6. **LIABILITY AND INSURANCE.** The Customer is responsible for any losses or injuries caused by the Equipment. Customer assumes all risk and liability for the loss or damage to the Equipment or the injury to any person or property of another, and for all risks and liabilities arising from the use, operation, condition, possession or storage of the Equipment. The Customer must continue to make rental payments through the entire term of this Agreement and may not cancel this Agreement for any reason, even if the Equipment has been damaged or destroyed. Vendor is not responsible for any losses or injuries caused by the installation or use of the Equipment. The Customer promises to keep the Equipment fully insured against loss and maintain insurance that protects Vendor from liability for any damage or injury caused by the Equipment or its use. **This Synsurance Agreement specifically excludes damages or loss due to theft, vandalism, any use outside normal wear and tear, Acts of God, or other circumstances outside the control of Synovia. This agreement also excludes loss due to changes to cell phone providers, coverage area changes or other changes to cell phone or internet availability. Customer understands and accepts that the hardware devices are carrier specific and any changes to the carrier might results in non-performance of the hardware devices. Customer agrees that Synovia is not responsible for any loss or damage due to changes to the cell carrier provider.**
7. **USE, MAINTENANCE, AND CARE OF EQUIPMENT.** The Customer shall be entitled to the absolute right to the use, operation, possession, and control of the Equipment during the term of this Agreement, provided Customer is not in default of any provision of this Agreement. The Customer shall assume all obligation and liability with respect to the possession of the Equipment, and for its use and operation during the rental term. Customer agrees to reimburse Vendor in full for all damage to the Equipment arising from any misuse or negligent act by Customer, its employees, or its agents. **Except for the instance of misuse or negligence, Vendor assumes full responsibility for the performance of the hardware and software and any defective or non-functioning hardware (except wiring) will be replaced at no cost to the customer, provided the Customer is not in payment default.**
8. **LOCATION OF EQUIPMENT.** The Customer will allow Vendor or its agents to inspect the Equipment at any reasonable time where it is located. If the Equipment is not being properly maintained in the sole opinion of Vendor, Vendor shall have the right, but not the obligation, to have it repaired or maintained at a service facility at the expense of Customer.
9. **ASSIGNMENT.** The customer has no right to sell, transfer, encumber, sublet, or assign the Equipment or this Agreement. Vendor may sell, transfer, or assign this Agreement without the Customer's consent. In the event of assignment by Vendor, assignee shall have all the rights, powers, privileges, and remedies of Vendor set forth in this Agreement, but none of the obligations (including but not limited to service or maintenance obligations). Customer agrees not to raise any claim or defense against Vendor or such assignee arising out of this Agreement as a defense, counterclaim or offset to any action by assignee for the unpaid balance of payments due or to become due under this Agreement or the possession of the Equipment. Vendor shall assign to Customer all manufacturers, Vendor or supplier warranties applicable to the Equipment to enable Customer to obtain any warranty service available for the Equipment. Vendor appoints Customer as Vendor's attorney-in-fact for the purpose of enforcing any warranty. Any enforcement by Customer shall be at the expense of Customer and shall in no way render Vendor responsible to Customer for the performance of any warranties. This Agreement and each of its provisions shall be binding on and shall insure to the benefit of the respective heirs, devisees, executors, administrators, trustees, successors and assigns of the parties to the Agreement.
10. **DEFAULT.** If the Customer does not pay any amount when due or perform any obligation required under this Agreement, the Customer will be in default. If the Customer defaults, Vendor can demand that the Customer pay the remaining balance of the Agreement and return the Equipment at the Customer's expense. At Vendor's option, Vendor may repossess the Equipment. Customer waives any rights that Customer may have to notice before Vendor seizes any of the Equipment and waives any requirement that the Vendor post a bond in connection with such seizure or possession. In addition, if the Customer breaks any promise in this Agreement, Vendor can use any remedies available to Vendor under the Uniform Commercial Code or any other applicable law. The exercise of one remedy shall not be deemed to preclude the exercise of any other remedy. No failure or delay on the part of Vendor to exercise any remedy or right shall operate as a waiver. Acceptance by Vendor of rent or other payments made by Customer after default shall not be deemed a waiver of Vendor's rights and remedies arising from Customer's default. The Customer promises to pay reasonable attorney's fees and any costs associated with any legal action or action to repossess the Equipment or to enforce or interpret any provision in this Agreement. This action will not void the Customer's responsibility to maintain and care for the Equipment.
11. **CHOICE OF LAW, FORUM AND JURY WAIVER.** The Customer agrees that this Agreement will be governed by and construed in accordance with the laws of the state in which Vendor is headquartered or, if this Agreement has been assigned by Vendor, the state in which the assignee is headquartered. Vendor and Customer waive the right to a trial by jury in the event of a lawsuit. All judicial proceedings arising under this Agreement shall be adjudged by any court having jurisdiction over the Customer or the Customer's assets, all at the sole election of the Vendor or its assignee.
12. **RENEWAL.** After the initial term or any extension thereto, this Agreement shall automatically renew on a month to month basis unless the Customer notifies Vendor in writing by Certified Mail, UPS or Express Delivery directly to Vendor at the address on the front of this Agreement at least thirty (30) days prior to the expiration of the initial term or extension that the Customer does not choose to renew. No other manner of communication is acceptable. Upon

the expiration date of this Agreement, Customer shall relinquish the Equipment to Vendor together with all accessories, free from damage and in the same condition and appearance as when received by Customer, allowing for ordinary wear and tear. The Customer agrees to pay removal charges. If Customer fails or refuses to relinquish the Equipment to Vendor, Vendor shall have the right to take possession of the Equipment and for that purpose to enter any premises where the Equipment is located without being liable in any suit, action, defense or other proceeding to Customer. The Customer must pay additional rental payments due until Vendor or its agents receive the Equipment.

From time to time, Vendor may receive data or information requests or subpoenas from third parties, either as a result of an investigation or pending litigation. Customer hereby consents to Vendor's disclosure of such data or information requested pursuant to a valid and enforceable document request or subpoena. Customer agrees that it shall not be entitled to notice of such disclosure except as required by applicable state or federal law.

13. **OTHER RIGHTS.** The Customer agrees that Vendor's delay or failure to exercise any rights does not prevent Vendor from exercising them at a later time. If any part of this Agreement is found to be invalid, then it shall not invalidate any of the other parts, which shall remain valid and in full force and effect, and the Agreement shall be modified to minimum extent provided by law.

14. **ENTIRE AGREEMENT, AMENDMENT, SEVERABILITY.** This Agreement represents the Entire Agreement between Vendor and the Customer. Any amendment, waiver or charges will bind neither Vendor nor the Customer, unless agreed to in writing and signed by both parties. No agreement, representations or warranties, other than those specifically set forth in this Agreement shall be binding on any of the parties unless set forth in writing and signed by both parties.

15. **ACH/DIRECT DEBIT.** Customer agrees to enroll for automatic payment via credit card or direct debit ACH if payment is less than \$250 per month. Customer agrees to execute separate ACH/Direct Debit Form if this condition applies.

16. **MANNER OF EXECUTION.** Facsimile or electronic signatures shall be deemed fully enforceable valid signatures as if such signatures were originals as of the date executed.

17. **INSTALLATION SURCHARGE.** The total monthly rental price on this Synsurance Agreement includes one visit (at a mutually agree upon date) by the Vendor or its authorized Contractor to install the contracted hardware and peripherals. If Vendor or its assigned Contractor is requested by Customer to return after the initial visit to install hardware on vehicles or assets, Customer agrees to pay \$750 per Installer per day for Installation services.

Customer Initials_____

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

DATE: SEPTEMBER 27, 2016

ITEM: **SENTINEL POINT DEVELOPMENT ORDER – 724 N. TYNDALL PKWY. (FORMALLY CALLAWAY TOWNHOMES)**

1. PLACED ON AGENDA BY:

J. Michael Fuller, City Manager

JMF

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)

John Whittington, P.E. of Dewberry, Prebble-Rish Inc. on behalf of D.R. Horton, the developer of 724 N. Tyndall Pkwy., has submitted an application for a Development Order of the aforementioned property, (Parcel ID # 06018-010-000 & 06018-020-000).

On September 6, 2016 the Planning Board approved the Preliminary Plat of the subdivision to be approved and signed by the City Commission at a later date.

The property was recently rezoned to Multi Family Medium Density in order to meet zoning requirements of the Land Development Regulations. The Future Land Use Map was also recently revised to medium residential density to meet requirements of the City Comprehensive Plan.

Attachment(s):

- Draft of Development Order
- Maps

5. REQUESTED MOTION/ACTION:

It is recommended that the City Commission approve City staff to sign and execute the Development Order.

**CITY OF CALLAWAY
DEVELOPMENT ORDER**

Project: Sentinel Point
Location: 724 N. Tyndall Parkway
Address: 724 N. Tyndall Parkway, Callaway, FL 32404
(Parcel # 06018-020-000 & 06018-010-000)
Developer: Callaway Townhomes
Engineer: John Whittington, Dewberry / Prebble-Rish
Date: September 27, 2016
Flood Zone: X & A
Designated Zoning: Multi Family
Land Use District: Medium Residential Density
Adjacent Zoning/Land Use District(s): Commercial / Commercial

An authorization to proceed with the Multi Unit Townhome subdivision to be known as Sentinel Point in accordance with the site plans and details dated September 14, 2016 and attached hereto as Exhibit "A" is hereby approved. This approval outlines all of the agreements, conditions, and understandings pertinent to development approval. No on-site development activity shall commence prior to receiving final development authorization from the City Building Department and the City Planning Department. The applicant understands and agrees that no on-site development activity shall commence prior to the issuance of all applicable County, State, and Federal permits or authorization.

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

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

Concurrency Management

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

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

Land Use Designation

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

Building Construction Permits

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

Site Clearing, Grading, Filling Permit

An authorization to proceed with site clearing, grading, and filling in accordance with the site plans and details dated September 14, 2016 is hereby approved. Land clearing operations shall not create a drainage problem for the adjacent land or adjacent public right-of-ways. All storm water shall be retained on site during clearing and after clearing until such time that storm water can be handled in accordance with the approved development plans.

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

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

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

Water, Sewer, Paving and Drainage Improvements Permit

WATER: An authorization to proceed with water improvements in accordance with the site plans and details dated September 14, 2016 is hereby approved. The City Public Works Department will inspect for approval all connections and extensions to the City's potable water systems at the time of installation. The developer/contractor is responsible for all costs associated with tying into the City's system. The developer must bear responsibility for all connection materials, supplies, and costs.

SEWER: An authorization to proceed with wastewater collection and transmission improvements in accordance with the site plans and details date September 14, 2016 hereby approved. The City Public Works Department will inspect for approval all connection and extensions to the City's wastewater collection system at the time of installation. The developer/contractor is responsible for all cost associated with tying into the City's system. The developer must bear responsibility for all connection materials, supplies, and costs.

PAVING: An authorization to proceed with paving improvements in accordance with the site plans and details dated September 14, 2016 is hereby approved. The City Department of Public Works will inspect for approval all paying on adjacent City right-of-way. The developer must contact the City Public Works Department upon completion of the base and again upon completion of the paving for inspections.

DRAINAGE: An authorization to proceed with storm water drainage water improvements in accordance with the site plans and details dated September 14, 2016 is hereby approved. The City Public Works Director will inspect for approval all drainage improvements. The developer/contractor is responsible for all costs associated with storm water collection transmission, storage, and discharge.

Curb Cut Permit

Authorization is approved to construct or modify a driveway access point, curb cut, or driveway in accordance with the site plan and details dated September 14, 2016. This approval is subject to all applicable County, State, and Federal rules and permits for access connection.

Parking Lot Construction Permit

Authorization is approved to construct the parking lot and appurtenances in accordance with the site plan and details dated September 14, 2016 relating to parking spaces, other vehicular use areas, access aisles, and driveways.

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

Landscaping and Buffering Permit

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

Sign Permit

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

Approved this 27th day of September, 2016.

J. Michael Fuller, City Manager

Bill Frye, Zoning and Code Enforcement Officer

Oscar Martinez, Director of Public Works

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

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

Accepted and approved this 27th day of September, 2016.

Print Name

John Whittington, Sentinel Point, Dewberry Prebble-Rish

Permit Fees as of September 27, 2016

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

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

DATE: SEPTEMBER 27, 2016

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

1. PLACED ON AGENDA BY:

J. Michael Fuller, City Manager *WF*
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.

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 grammar updates.

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

Subsequently, Commission held a workshop September 13, 2016 for review and direction to staff. The changes have been incorporated and are presented to Commission for approval.

ATTACHMENT:

- RESOLUTION No. 16-21
- 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 27th day of September, 2016, by the CALLAWAY CITY COMMISSION meeting in regular session.

CITY OF CALLAWAY, FLORIDA

By: _____
Bob Pelletier, Mayor

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

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

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

Kevin D. Obos, City Attorney

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

DATE: SEPTEMBER 27, 2016

ITEM: RESOLUTION NO. 16-27 ANNUAL MEETINGS, WORKSHOPS & HOLIDAYS FOR FY2016/17

1. PLACED ON AGENDA BY:

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

JMF

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)

Ordinance 927 requires annual adoption of a resolution reflecting dates and times of all regular meetings, City holidays and other appropriate events as may be determined by City Commission.

ATTACHMENT:

- RESOLUTION NO. 16-27
- SCHEDULE OF MEETINGS & HOLIDAYS

5. REQUESTED MOTION/ACTION:

Staff recommends Commission approval of Resolution No. 16-27 for the FY2016/17 Schedule of Meetings & Holidays.

RESOLUTION 16-27

A RESOLUTION TO ADOPT A MEETING SCHEDULE FOR THE REGULAR MEETINGS AND WORKSHOPS OF THE CITY OF CALLAWAY BOARD OF CITY COMMISSIONERS FOR THE FISCAL YEAR 2016-2017; REPEALING ALL RESOLUTIONS IN CONFLICT HERewith AND RECITING AN EFFECTIVE DATE.

WHEREAS, the City of Callaway Board of City Commissioners, on September 25, 2012, adopted Ordinance No. 927 allowing for the adoption, by Resolution, of an annual calendar which shall indicate the dates and times of all regular meetings of the City Commission, City Holidays, and other appropriate events as may be determined by the City Commission.

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

SECTION 1. The City Commission of the City of Callaway adopts the “2016-2017 Annual Calendar for Regular Commission meetings, workshops, and holidays, as identified in Exhibit “A”.

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

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED this 27th day of September, 2016, in regular session, by the CALLAWAY CITY COMMISSION.

CITY OF CALLAWAY, FLORIDA

By: _____
Bob Pelletier, Mayor

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

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

Kevin Obos, City Attorney

VOTE OF COMMISSION:

Covey _____
Fairbanks _____
Henderson _____
Pelletier _____
Townsend _____

EXHIBIT "A"
CALLAWAY CITY COMMISSION
REGULAR MEETING & HOLIDAY CALENDAR
FISCAL YEAR 2016/17

MEETING/HOLIDAY	DATE	TIME
Regular Workshop	October 26, 2016	10:00 A.M.
Regular Meeting	October 27, 2016	6:00 P.M.
Veterans Day	November 11, 2016	
Regular Workshop	November 21, 2016	10:00 A.M.
Regular Meeting	November 22, 2016	6:00 P.M.
Thanksgiving Holiday	November 24-25, 2016	
Regular Workshop	December 19, 2016	10:00 A.M.
Regular Meeting	December 20, 2016	6:00 P.M.
Christmas Holiday	December 23-26, 2016	
New Year's Eve Holiday	December 30, 2016	½ Day per employee's work schedule
New Year's Day	January 2, 2017	
Dr. MLK, Jr.'s Birthday	January 16, 2017	
Regular Workshop	January 23, 2017	10:00 A.M.
Regular Meeting	January 24, 2017	6:00 P.M.
Regular Workshop	February 27, 2017	10:00 A.M.
Regular Meeting	February 28, 2017	6:00 P.M.
Regular Workshop	March 27, 2017	10:00 A.M.
Regular Meeting	March 28, 2017	6:00 P.M.
Regular Workshop	April 24, 2017	10:00 A.M.
Regular Meeting	April 25, 2017	6:00 P.M.
Regular Workshop	May 22, 2017	10:00 A.M.
Regular Meeting	May 23, 2017	6:00 P.M.
Memorial Day Holiday	May 29, 2017	
Regular Workshop	June 26, 2017	10:00 A.M.
Regular Meeting	June 27, 2017	6:00 P.M.
Independence Day Holiday	July 4, 2017	
Regular Workshop	July 24, 2017	10:00 A.M.
Regular Meeting	July 25, 2017	6:00 P.M.
Regular Workshop	August 21, 2017	10:00 A.M.
Regular Meeting	August 22, 2017	6:00 P.M.
Labor Day Holiday	September 4, 2017	
1 st & Final Budget Hearings	To Be Determined	
Regular Workshop	September 25, 2017	10:00 A.M.
Regular Meeting	September 26, 2017	6:00 P.M.

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

DATE: SEPTEMBER 27, 2016

ITEM: RESOLUTION NO. 16-28 - SUBORDINATION OF INTEREST IN PARCEL NO. 101.2 TO FDOT

1. PLACED ON AGENDA BY:

J. Michael Fuller, City Manager

JMF

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 Florida Department of Transportation ("FDOT") has requested the City approve the attached Resolution and Agreement deferring utility interests in a parcel of land abutting the Tyndall Parkway Right-of-Way. This request is part of the land acquisition needed for a FDOT resurfacing and sidewalk project scheduled for construction in FY2018. The subject parcel, referred to as 101.2, is approximately 4' in width and 10' in length and is located on the east side of Tyndall Parkway near the intersection of McCall Drive.

The Parcel includes a portion of a city utility easement. This item requests the City subordinate its interest in that portion of the easement to FDOT. In return, FDOT has agreed to pay to have the City utilities relocated, if necessary, to prevent a conflict with the resurfacing/sidewalk project.

ATTACHMENT:

- RESOLUTION NO. 16-28
- SUBORDINATION AGREEMENT

5. REQUESTED MOTION/ACTION: Staff recommends Commission approve Resolution No. 16-28, approving the Subordination Agreement with FDOT.

RESOLUTION 16-28

A RESOLUTION OF THE CITY OF CALLAWAY AUTHORIZING THE SUBORDINATION OF UTILITY INTERESTS IN A CERTAIN PARCEL OF LAND TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION; REPEALING ALL RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation (the "Department") proposes to construct or improve State Road No. 30A, Financial Project No. 4288441, in Bay County, FL; and.

WHEREAS, it is necessary that certain easement rights now owned by the City of Callaway, Florida (the "City") be subordinated to the rights of the Department; and

WHEREAS, said subordination of these certain easement rights is in the best interest of the City; and

WHEREAS, the Department has made application to the City to execute and deliver to the Department the document entitled "Subordination of Utility Interests" in favor of the Department, and said request having been duly considered.

NOW, THEREFORE, BE IT RESOLVED by the Board of City Commissioners of Callaway, Florida:

SECTION 1. That the application of the Department for subordination of utility interests in the parcel of land, known as **No. 101.2 (Item #4288441, Managing District, 3, S.R. #30A, Bay County)**, is for transportation purposes which are in the public or community interest and for public welfare; that a Subordination of Utility Interests, enclosed herewith as Exhibit "A", in favor of the State of Florida Department of Transportation, should be drawn and executed by this Board of City Commissioners.

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

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon its passage by the City Commission.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded forthwith to the State of Florida Department of Transportation at Chipley, Florida.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Callaway, Florida, this 27th day of September, 2016.

CITY OF CALLAWAY, FLORIDA

(SEAL)

By: _____
Bob Pelletier, Mayor

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

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

Kevin Obos, City Attorney

VOTE OF COMMISSION:

Covey _____
Fairbanks _____
Henderson _____
Pelletier _____
Townsend _____

June 1, 2016

This instrument prepared by,
or under the direction of,
Scott Calais
Department of Transportation
P. O. Box 607
Chipley, FL 32428

Legal description approved by:
Ron Gibson

Parcel 101.2
Item/Segment No. 4288441
Managing District 3
S.R. No. 30A
County Bay

SUBORDINATION OF CITY UTILITY INTERESTS

THIS AGREEMENT is entered into on _____, 20__, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) whose address is Post Office Box 607, Chipley, Florida 32428, and CITY OF CALLAWAY (City).

WITNESSETH:

WHEREAS, the City presently has an interest in land that is necessary for highway purposes and the City has facilities located on the land.

WHEREAS, the proposed use of the land for highway purposes will require subordination by the City to the FDOT of the interest claimed in the land.

WHEREAS, the FDOT is willing to pay to have the City's facilities relocated, if necessary to prevent conflict with the facilities on the FDOT's project #4288441.

THEREFORE, in consideration of the mutual covenants and promises of the parties, the City and the FDOT agree as follows:

- 1. The City subordinates to FDOT, its successors or assigns, its interest in the following described land:

A parcel of land being in Section 7, Township 4 South, Range 13 West, Bay County, Florida, described as follows: Commence at a 1/2" iron pipe (no ID) marking the northeast corner of the Northwest 1/4 of said Section 7; thence North 87°16'21" West 2,688.01 feet along the north line of said Section 7 to the centerline of survey of State Road 30A, as shown on Florida Department of Transportation (F.D.O.T.) Right of Way Map F.P. No. 4288441 (said map being on file at F.D.O.T. District 3 Office, Chipley, Florida); thence South 00°46'32" West 523.11 feet along said centerline of survey; thence departing said centerline, run South 89°13'28" East 55.00 feet to the intersection of the existing easterly right of way line of said State Road 30A with southerly line of that certain property as described in Official Records Book 2962, Page 2396 of the Public Records of Bay County, Florida and POINT OF BEGINNING; thence South 00°46'32" West 9.58 feet along said easterly right of way line; thence departing said right of way line, run South 89°13'28" East 4.00 feet; thence North 00°46'32" East 9.49 feet, to said southerly property line as per Official Records Book 2962, Page 2396; thence North 87°57'29" West 4.00 feet along said property line to POINT OF BEGINNING;

Containing 38 square feet, more or less.

The interest of the City being subordinated includes, but is not necessarily limited to, the interest created by the following described document:

RECORDED:

INSTRUMENT	DATE	FROM	TO	BOOK/PAGE
Easement	7/15/97	Jim Sorenson	City of Callaway	OR 1727 PG 207

2. The City shall have the right to relocate its facilities within the FDOT right of way and the right to receive reimbursement from the FDOT for the relocation. Subsequent to the relocation, the City shall have the right to operate and maintain its facilities within the FDOT right of way, subject to the provisions of the permit and the Utility Accommodation Manual. However, any new construction or relocation, subsequent to the first relocation, shall be subject to the approval of the FDOT. (Approval shall not be withheld or delayed unreasonably.) If the FDOT does not allow the first relocation of the facilities within the right of way or should the FDOT require any subsequent relocation of the facilities, the FDOT agrees to pay the cost of such relocation, including the cost of acquiring any necessary easements. All work performed and facilities located within the right of way by the City, and all payments and reimbursements by the FDOT to the City, shall be in accordance with the FDOT's construction plans for the project and the rules, procedures, and Utility Accommodation Manual, which are in effect at the time this agreement is executed by the City.

3. Notwithstanding the terms of this subordination agreement, the terms of the utility permits shall supersede any conflicting provisions, with the exception of the terms providing for reimbursement rights.

4. The City shall have the right to enter upon the right of way for the purposes stated in Paragraph 2. Maintenance of the facilities shall include the right to trim trees, brush, and growth, which might adversely affect the facilities, provided there are no adverse effects on the operation and safety of the FDOT's facilities.

5. Subject to the provisions of Paragraph 2 above, the City agrees to repair any damages to the FDOT facilities resulting from the act or omission of the City.

IN WITNESS WHEREOF, the FDOT hereto has executed this agreement on the day and year first above written.

Signed, sealed and delivered
in the presence of witnesses:

STATE OF FLORIDA DEPARTMENT
OF TRANSPORTATION

By: _____
James T. Barfield, P. E.
Title: District Secretary
for District 3

Krissy Cook

Barbie Pettis

STATE OF FLORIDA

COUNTY OF WASHINGTON

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by James T. Barfield, as Secretary for District 3, who is personally known to me or who has produced _____ as identification.

Deborah H. Barbee
Notary Public in and for the
County and State last aforesaid.
My Commission Expires: August 1, 2018
Serial No., if any: FF 142353

IN WITNESS WHEREOF, the City has caused these presents to be executed in its name by its Board of City Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

ATTEST: _____

Clerk (or Deputy Clerk)

Callaway, Florida,
By Its Board of City Commissioners

By: _____

Its Chairperson
(or Vice-Chairperson)

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 20__, by _____, who is personally known to me or who has produced _____ as identification.

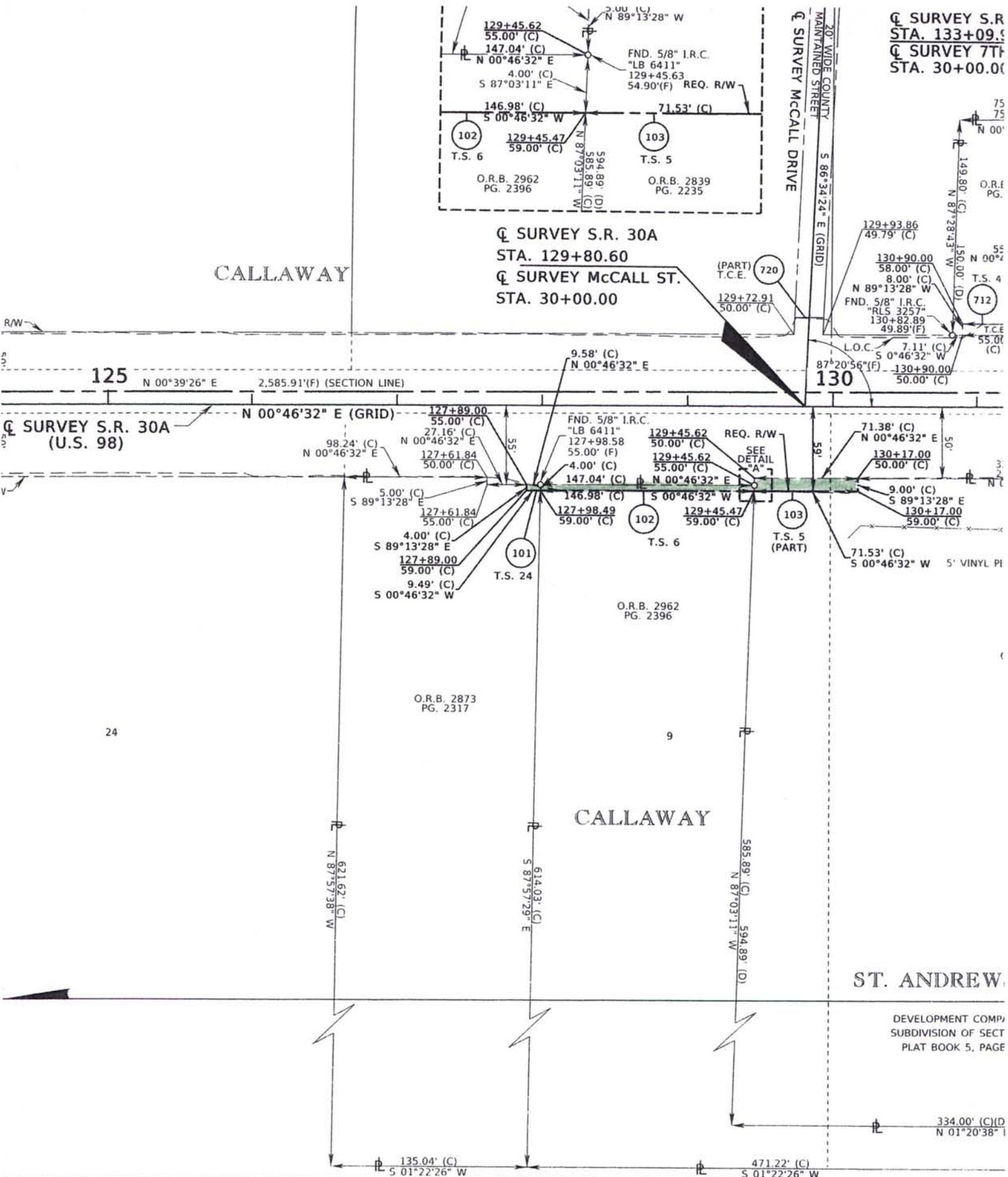
Notary Public in and for the
County and State last aforesaid.
My Commission Expires: _____
Serial No., if any: _____



Bay County makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll.

Date printed: 09/16/16 : 19:03:30

Q SURVEY S.R.
STA. 133+09.0
Q SURVEY 7TH
STA. 30+00.00



TITLE OF WAY MAP	FLORIDA DEPARTMENT OF TRANSPORTATION SURVEYING AND MAPPING	APPROVED BY	DATE	
		 DISTRICT SURVEYOR		10-27-40
		REVISION	BY	

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

DATE: SEPTEMBER 27, 2016

ITEM: RESOLUTION NO. 16-29 - SUBORDINATION OF INTEREST IN PARCEL NO. 102.2 TO FDOT

1. PLACED ON AGENDA BY:

J. Michael Fuller, City Manager JMF

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 Florida Department of Transportation ("FDOT") has requested the City approve the attached Resolution and Agreement deferring utility interests in a parcel of land abutting the Tyndall Parkway Right-of-Way. This request is part of the land acquisition needed for a FDOT resurfacing and sidewalk project scheduled for construction in FY18. The subject parcel, referred to as 102.2, is approximately 4' in width and 147' in length and is located on the east side of Tyndall Parkway near the intersection of McCall Drive.

The Parcel includes a portion of a city utility easement. This item requests the City subordinate its interest in that portion of the easement to FDOT. In return, FDOT has agreed to pay to have the City utilities relocated, if necessary, to prevent a conflict with the resurfacing/sidewalk project.

ATTACHMENT:

- RESOLUTION NO. 16-29
- SUBORDINATION AGREEMENT

5. REQUESTED MOTION/ACTION: Staff recommends Commission approve Resolution No. 16-29, approving the Subordination Agreement with FDOT.

RESOLUTION 16-29

A RESOLUTION OF THE CITY OF CALLAWAY AUTHORIZING THE SUBORDINATION OF UTILITY INTERESTS IN A CERTAIN PARCEL OF LAND TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION; REPEALING ALL RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation (the “Department”) proposes to construct or improve State Road No. 30A, Financial Project No. 4288441, in Bay County, FL; and.

WHEREAS, it is necessary that certain easement rights now owned by the City of Callaway, Florida (the “City”) be subordinated to the rights of the Department; and

WHEREAS, said subordination of these certain easement rights is in the best interest of the City; and

WHEREAS, the Department has made application to the City to execute and deliver to the Department the document entitled “Subordination of Utility Interests” in favor of the Department, and said request having been duly considered.

NOW, THEREFORE, BE IT RESOLVED by the Board of City Commissioners of Callaway, Florida:

SECTION 1. That the application of the Department for subordination of utility interests in the parcel of land, known as **No. 102.2 (Item #4288441, Managing District, 3, S.R. #30A, Bay County)**, is for transportation purposes which are in the public or community interest and for public welfare; that a Subordination of Utility Interests, enclosed herewith as Exhibit “A”, in favor of the State of Florida Department of Transportation, should be drawn and executed by this Board of City Commissioners.

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

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon its passage by the City Commission.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded forthwith to the State of Florida Department of Transportation at Chipley, Florida.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Callaway, Florida, this 27th day of September, 2016.

CITY OF CALLAWAY, FLORIDA

(SEAL)

By: _____
Bob Pelletier, Mayor

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

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

Kevin Obos, City Attorney

VOTE OF COMMISSION:

Covey _____
Fairbanks _____
Henderson _____
Pelletier _____
Townsend _____

June 1, 2016

This instrument prepared by,
or under the direction of,
Scott Calais
Department of Transportation
P. O. Box 607
Chipley, FL 32428

Legal description approved by:
Ron Gibson

Parcel 102.2
Item/Segment No. 4288441
Managing District 3
S.R. No. 30A
County Bay

SUBORDINATION OF CITY UTILITY INTERESTS

THIS AGREEMENT is entered into on _____, 20__, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) whose address is Post Office Box 607, Chipley, Florida 32428, and CITY OF CALLAWAY (City).

WITNESSETH:

WHEREAS, the City presently has an interest in land that is necessary for highway purposes and the City has facilities located on the land.

WHEREAS, the proposed use of the land for highway purposes will require subordination by the City to the FDOT of the interest claimed in the land.

WHEREAS, the FDOT is willing to pay to have the City's facilities relocated, if necessary to prevent conflict with the facilities on the FDOT's project #4288441.

THEREFORE, in consideration of the mutual covenants and promises of the parties, the City and the FDOT agree as follows:

1. The City subordinates to FDOT, its successors or assigns, its interest in the following described land:

A parcel of land being in Section 7, Township 4 South, Range 13 West, Bay County, Florida, described as follows: Commence at a 1/2" iron pipe (no ID) marking the northeast corner of the Northwest 1/4 of said Section 7; thence North 87°16'21" West 2,688.01 feet along the north line of said Section 7 to the centerline of survey of State Road 30A, as shown on Florida Department of Transportation (F.D.O.T.) Right of Way Map F.P. No. 4288441 (said map being on file at F.D.O.T. District 3 Office, Chipley, Florida); thence South 00°46'32" West 523.11 feet, along said centerline of survey; thence departing said centerline, run South 89°13'28" East 55.00 feet to an intersection of the existing easterly right of way line of said State Road 30A with the northerly line of that certain property as described in Official Records Book 2873, Page 2317 of the Public Records of Bay County, Florida and POINT OF BEGINNING; thence North 00°46'32" East 147.04 feet along said easterly right of way line to the south line of that certain property as described in Official Records Book 2839, Page 2235, said Public Records; thence South 87°03'11" East 4.00 feet along said south property line; thence departing said property line, run South 00°46'32" West 146.98 feet to said northerly property line as per Official Records Book 2873, Page 2317; thence North 87°57'29" West 4.00 feet along said northerly property line to POINT OF BEGINNING;

Containing 588 square feet, more or less.

The interest of the City being subordinated includes, but is not necessarily limited to, the interest created by the following described document:

RECORDED:

INSTRUMENT	DATE	FROM	TO	BOOK/PAGE
Easement	7/15/97	Jim Sorenson	City of Callaway	OR 1727 PG 207

2. The City shall have the right to relocate its facilities within the FDOT right of way and the right to receive reimbursement from the FDOT for the relocation. Subsequent to the relocation, the City shall have the right to operate and maintain its facilities within the FDOT right of way, subject to the provisions of the permit and the Utility Accommodation Manual. However, any new construction or relocation, subsequent to the first relocation, shall be subject to the approval of the FDOT. (Approval shall not be withheld or delayed unreasonably.) If the FDOT does not allow the first relocation of the facilities within the right of way or should the FDOT require any subsequent relocation of the facilities, the FDOT agrees to pay the cost of such relocation, including the cost of acquiring any necessary easements. All work performed and facilities located within the right of way by the City, and all payments and reimbursements by the FDOT to the City, shall be in accordance with the FDOT's construction plans for the project and the rules, procedures, and Utility Accommodation Manual, which are in effect at the time this agreement is executed by the City.

3. Notwithstanding the terms of this subordination agreement, the terms of the utility permits shall supersede any conflicting provisions, with the exception of the terms providing for reimbursement rights.

4. The City shall have the right to enter upon the right of way for the purposes stated in Paragraph 2. Maintenance of the facilities shall include the right to trim trees, brush, and growth, which might adversely affect the facilities, provided there are no adverse effects on the operation and safety of the FDOT's facilities.

5. Subject to the provisions of Paragraph 2 above, the City agrees to repair any damages to the FDOT facilities resulting from the act or omission of the City.

IN WITNESS WHEREOF, the FDOT hereto has executed this agreement on the day and year first above written.

Signed, sealed and delivered
in the presence of witnesses:

STATE OF FLORIDA DEPARTMENT
OF TRANSPORTATION

Krissy Cook

By: _____
James T. Barfield, P. E.
Title: District Secretary
for District 3

Barbie Pettis

STATE OF FLORIDA

COUNTY OF WASHINGTON

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by James T. Barfield, as Secretary for District 3, who is personally known to me or who has produced ____ as identification.

Deborah H. Barbee
Notary Public in and for the
County and State last aforesaid.
My Commission Expires: August 1, 2018
Serial No., if any: FF 142353

IN WITNESS WHEREOF, the City has caused these presents to be executed in its name by its Board of City Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

ATTEST: _____

Clerk (or Deputy Clerk)

Callaway, Florida,
By Its Board of City Commissioners

By: _____

Its Chairperson
(or Vice-Chairperson)

STATE OF FLORIDA

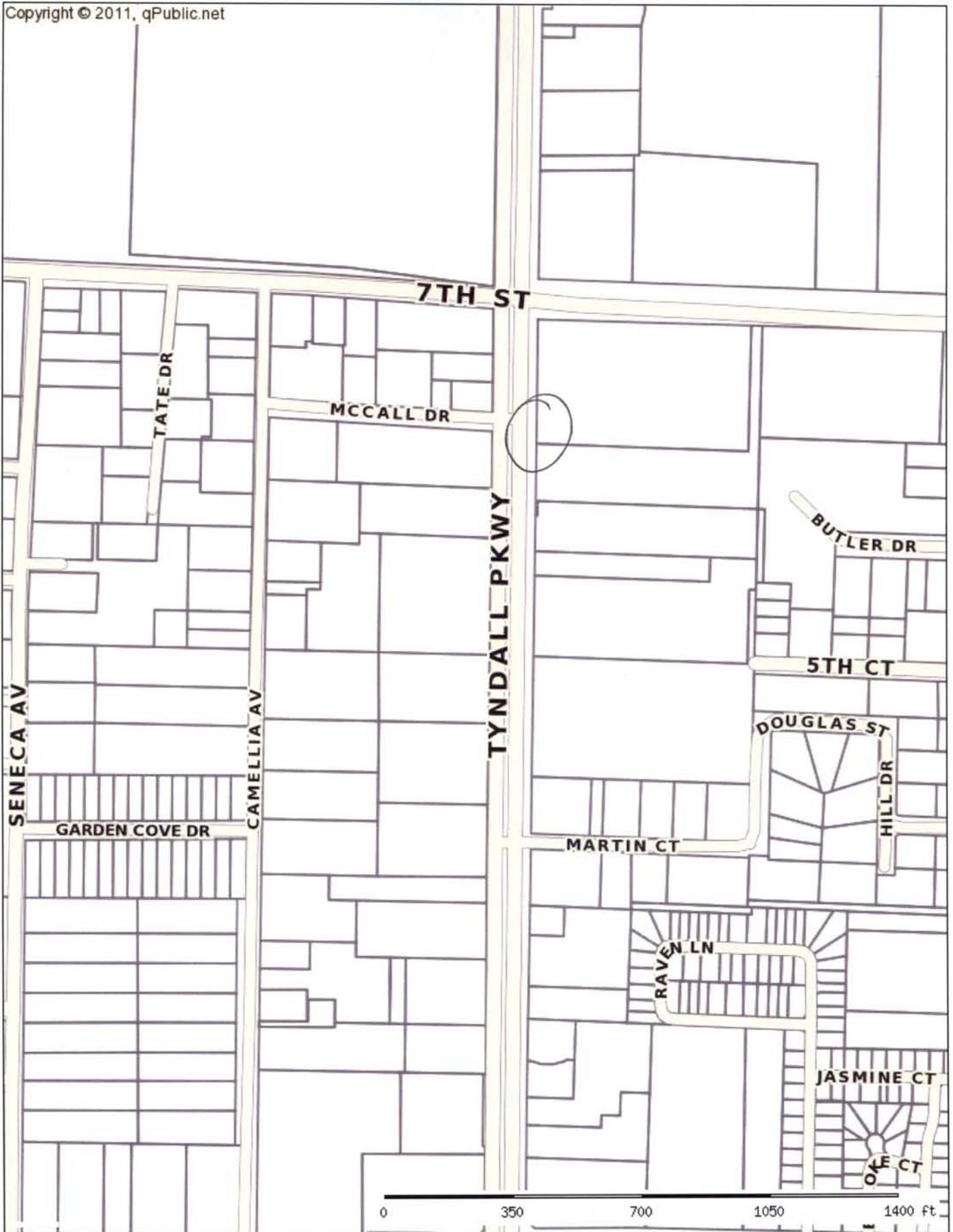
COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 20__, by _____, who is personally known to me or who has produced _____ as identification.

Notary Public in and for the
County and State last aforesaid.

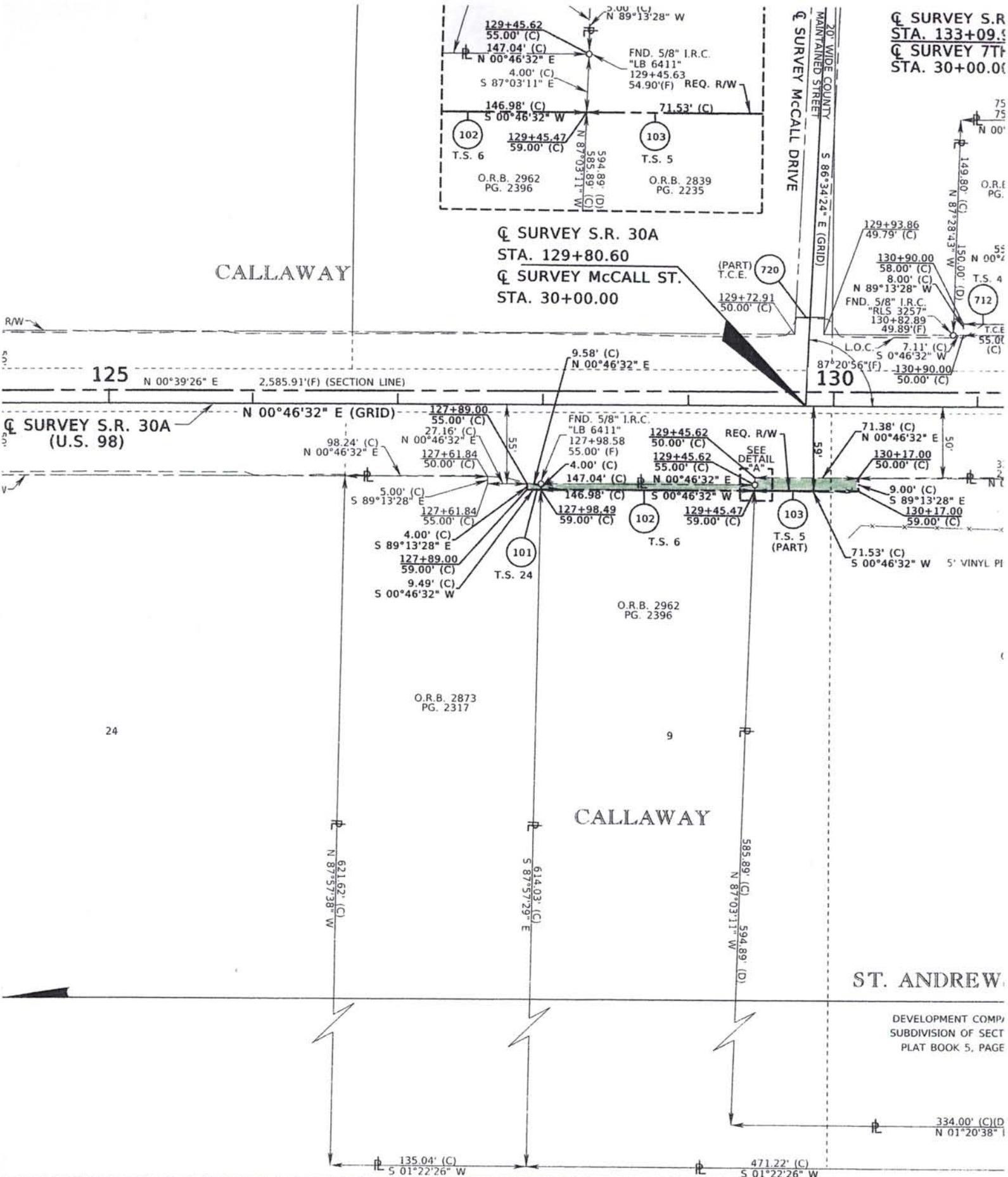
My Commission Expires: _____

Serial No., if any: _____



Bay County makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll.
Date printed: 09/16/16 : 19:03:30

Q SURVEY S.R.
 STA. 133+09.9
 Q SURVEY 7TH
 STA. 30+00.00



IT OF WAY MAP

FLORIDA DEPARTMENT OF TRANSPORTATION
 SURVEYING AND MAPPING

APPROVED BY
 [Signature]
 DISTRICT SURVEYOR

DATE	REVISION	BY
10-27-46		

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

DATE: SEPTEMBER 27, 2016

ITEM: RESOLUTION NO. 16-30 - SUBORDINATION OF INTEREST IN PARCEL NO. 103.4 TO FDOT

1. PLACED ON AGENDA BY:

J. Michael Fuller, City Manager JMF

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 Florida Department of Transportation ("FDOT") has requested the City approve the attached Resolution and Agreement deferring utility interests in a parcel of land abutting the Tyndall Parkway Right-of-Way. This request is part of the land acquisition needed for a FDOT resurfacing and sidewalk project scheduled for construction in FY18. The subject parcel, referred to as 103.4 is approximately 9' in width and 71' in length and is located on the east side of Tyndall Parkway near the intersection of McCall Drive.

The Parcel includes a portion of a city utility easement. This item requests the City subordinate its interest in that portion of the easement to FDOT. In return, FDOT has agreed to pay to have the City utilities relocated, if necessary, to prevent a conflict with the resurfacing/sidewalk project.

ATTACHMENT:

- RESOLUTION NO. 16-30
- SUBORDINATION AGREEMENT

5. REQUESTED MOTION/ACTION: Staff recommends Commission approve Resolution No. 16-30, approving the Subordination Agreement with FDOT.

RESOLUTION 16-30

A RESOLUTION OF THE CITY OF CALLAWAY AUTHORIZING THE SUBORDINATION OF UTILITY INTERESTS IN A CERTAIN PARCEL OF LAND TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION; REPEALING ALL RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation (the "Department") proposes to construct or improve State Road No. 30A, Financial Project No. 4288441, in Bay County, FL; and.

WHEREAS, it is necessary that certain easement rights now owned by the City of Callaway, Florida (the "City") be subordinated to the rights of the Department; and

WHEREAS, said subordination of these certain easement rights is in the best interest of the City; and

WHEREAS, the Department has made application to the City to execute and deliver to the Department the document entitled "Subordination of Utility Interests" in favor of the Department, and said request having been duly considered.

NOW, THEREFORE, BE IT RESOLVED by the Board of City Commissioners of Callaway, Florida:

SECTION 1. That the application of the Department for subordination of utility interests in the parcel of land, known as **No. 103.4 (Item #4288441, Managing District, 3, S.R. #30A, Bay County)**, is for transportation purposes which are in the public or community interest and for public welfare; that a Subordination of Utility Interests, enclosed herewith as Exhibit "A", in favor of the State of Florida Department of Transportation, should be drawn and executed by this Board of City Commissioners.

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

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon its passage by the City Commission.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded forthwith to the State of Florida Department of Transportation at Chipley, Florida.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Callaway, Florida, this 27th day of September, 2016.

CITY OF CALLAWAY, FLORIDA

(SEAL)

By: _____
Bob Pelletier, Mayor

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

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

Kevin Obos, City Attorney

VOTE OF COMMISSION:

Covey _____
Fairbanks _____
Henderson _____
Pelletier _____
Townsend _____

June 1, 2016

This instrument prepared by,
or under the direction of,
Scott Calais
Department of Transportation
P. O. Box 607
Chipley, FL 32428

Legal description approved by:
Ron Gibson

Parcel 103.4
Item/Segment No. 4288441
Managing District 3
S.R. No. 30A
County Bay

SUBORDINATION OF CITY UTILITY INTERESTS

THIS AGREEMENT is entered into on _____, 20__, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) whose address is Post Office Box 607, Chipley, Florida 32428, and CITY OF CALLAWAY (City).

WITNESSETH:

WHEREAS, the City presently has an interest in land that is necessary for highway purposes and the City has facilities located on the land.

WHEREAS, the proposed use of the land for highway purposes will require subordination by the City to the FDOT of the interest claimed in the land.

WHEREAS, the FDOT is willing to pay to have the City's facilities relocated, if necessary to prevent conflict with the facilities on the FDOT's project #4288441.

THEREFORE, in consideration of the mutual covenants and promises of the parties, the City and the FDOT agree as follows:

1. The City subordinates to FDOT, its successors or assigns, its interest in the following described land:
 - A. A parcel of land being in Section 7, Township 4 South, Range 13 West, Bay County, Florida, described as follows: Commence at a 1/2" iron pipe (no ID) marking the northeast corner of the Northwest 1/4 of said Section 7; thence North 87°16'21" West 2,688.01 feet along the north line of said Section 7 to the centerline of survey of State Road 30A, as shown on Florida Department of Transportation (F.D.O.T.) Right of Way Map F.P. No. 4288441 (said map being on file at F.D.O.T. District 3 Office, Chipley, Florida); thence South 00°46'32" West 41.88 feet along said centerline of survey; thence departing said centerline, run South 89°13'28" East 50.00 feet to an intersection of the existing easterly right of way line of said State Road 30A with the existing southerly right of way line of 7th Street and POINT OF BEGINNING; thence South 00°46'32" West 30.81 feet along said easterly right of way line of State Road 30A; thence departing said easterly right of way line, run North 20°40'16" East 32.32 feet to said existing southerly right of way line of 7th Street, as shown on said Right of Way Map; thence North 87°03'48" West 11.00 feet along said southerly right of way line to POINT OF BEGINNING;

Containing 169 square feet, more or less.

ALSO:

- B. A parcel of land being in Section 7, Township 4 South, Range 13 West, Bay County, Florida, described as follows: Commence at a 1/2" iron pipe (no ID) marking the northeast corner of the

Northwest ¼ of said Section 7; thence North 87°16'21" West 2,688.01 feet along the north line of said Section 7 to the centerline of survey of State Road 30A, as shown on Florida Department of Transportation (F.D.O.T.) Right of Way Map F.P. No. 4288441 (said map being on file at F.D.O.T. District 3 Office, Chipley, Florida); thence South 00°46'32" West 376.07 feet along said centerline of survey; thence departing said centerline, run South 89°13'28" East 55.00 feet to an intersection of the existing easterly right of way line of said State Road 30A with the northerly line of that certain property as recorded in Official Records Book 2962, Page 2396 of the Public Records of Bay County, Florida and POINT OF BEGINNING; thence North 89°13'28" West 5.00 feet along said easterly right of way line; thence North 00°46'32" East 71.38 feet along said right of way line; thence departing said right of way line, run South 89°13'28" East 9.00 feet; thence South 00°46'32" West 71.53 feet to said northerly property line as per Official Records Book 2962, Page 2396; thence North 87°03'11" West 4.00 feet along said northerly property line to POINT OF BEGINNING;

Containing 643 square feet, more or less.

The interest of the City being subordinated includes, but is not necessarily limited to, the interest created by the following described document:

RECORDED:

INSTRUMENT	DATE	FROM	TO	BOOK/PAGE
Easement	7/15/97	Jim Sorenson	City of Callaway	OR 1727 PG 207

2. The City shall have the right to relocate its facilities within the FDOT right of way and the right to receive reimbursement from the FDOT for the relocation. Subsequent to the relocation, the City shall have the right to operate and maintain its facilities within the FDOT right of way, subject to the provisions of the permit and the Utility Accommodation Manual. However, any new construction or relocation, subsequent to the first relocation, shall be subject to the approval of the FDOT. (Approval shall not be withheld or delayed unreasonably.) If the FDOT does not allow the first relocation of the facilities within the right of way or should the FDOT require any subsequent relocation of the facilities, the FDOT agrees to pay the cost of such relocation, including the cost of acquiring any necessary easements. All work performed and facilities located within the right of way by the City, and all payments and reimbursements by the FDOT to the City, shall be in accordance with the FDOT's construction plans for the project and the rules, procedures, and Utility Accommodation Manual, which are in effect at the time this agreement is executed by the City.
3. Notwithstanding the terms of this subordination agreement, the terms of the utility permits shall supersede any conflicting provisions, with the exception of the terms providing for reimbursement rights.
4. The City shall have the right to enter upon the right of way for the purposes stated in Paragraph 2. Maintenance of the facilities shall include the right to trim trees, brush, and growth, which might adversely affect the facilities, provided there are no adverse effects on the operation and safety of the FDOT's facilities.
5. Subject to the provisions of Paragraph 2 above, the City agrees to repair any damages to the FDOT facilities resulting from the act or omission of the City.

IN WITNESS WHEREOF, the FDOT hereto has executed this agreement on the day and year first above written.

Signed, sealed and delivered
in the presence of witnesses:

STATE OF FLORIDA DEPARTMENT
OF TRANSPORTATION

Krissy Cook

By: _____
James T. Barfield, P. E.
Title: District Secretary
for District 3

Barbie Pettis

STATE OF FLORIDA

COUNTY OF WASHINGTON

The foregoing instrument was acknowledged before me this ___ day of _____, 20___, by
James T. Barfield, as Secretary for District 3, who is personally known to me or who has produced ___
_____ as identification.

Deborah H. Barbee
Notary Public in and for the
County and State last aforesaid.
My Commission Expires: August 1, 2018
Serial No., if any: FF 142353

IN WITNESS WHEREOF, the City has caused these presents to be executed in its name by
its Board of City Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the
day and year aforesaid.

ATTEST: _____
Clerk (or Deputy Clerk)

Callaway, Florida,
By Its Board of City Commissioners

By: _____
Its Chairperson
(or Vice-Chairperson)

STATE OF FLORIDA

COUNTY OF _____

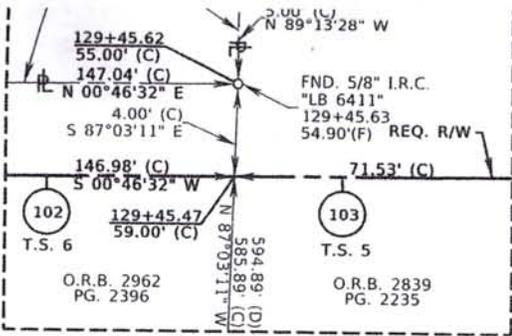
The foregoing instrument was acknowledged before me this ___ day of _____, 20___, by
_____, who is personally known to me or who has produced _____
as identification.

Notary Public in and for the
County and State last aforesaid.
My Commission Expires: _____
Serial No., if any: _____



Bay County makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll.
Date printed: 09/16/16 : 19:03:30

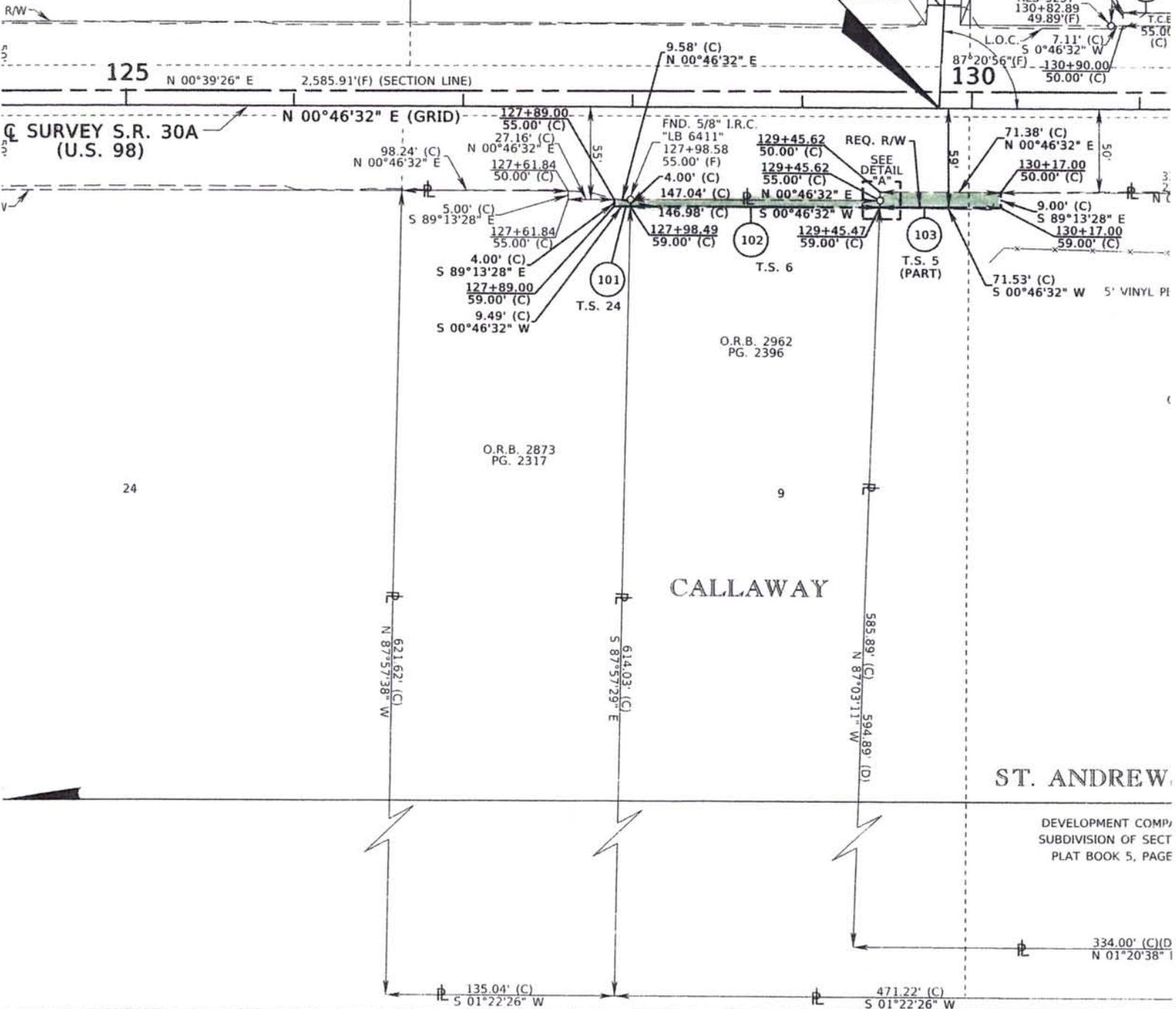
Q SURVEY S.R.
STA. 133+09.0
Q SURVEY 77
STA. 30+00.00



20' WIDE COUNTY
MAINTAINED STREET
Q SURVEY MCCALL DRIVE
S 86°34'24\"/>

CALLAWAY

Q SURVEY S.R. 30A
STA. 129+80.60
Q SURVEY MCCALL ST.
STA. 30+00.00



ST. ANDREW

DEVELOPMENT COMP/
SUBDIVISION OF SECT
PLAT BOOK 5, PAGE

TITLE OF WAY MAP	FLORIDA DEPARTMENT OF TRANSPORTATION SURVEYING AND MAPPING	APPROVED BY	DATE		
		<i>[Signature]</i> DISTRICT SURVEYOR	10-27-40		
				REVISION	BY

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

DATE: SEPTEMBER 27, 2016

ITEM: RESOLUTION NO. 16-31 RECREATIONAL FACILITY FEE CHANGES

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)

In an attempt to increase revenues in the Leisure Services Department and increase weekday, Sunday and Holiday use of the Callaway Arts & Conference Center we are recommending the following changes to City of Callaway Facility Use Fees:

- Callaway Arts & Conference Center - Reduce Monday thru Thursday fees to half price and eliminate overtime fee for Sundays and Holidays.
- Veterans Park - Institute a \$25 Pavilion Fee, the same as the Recreational Complex Pavilion Fee.
- Gore Park - Institute Field Use Fees at a lower rate than the Callaway Recreational Complex for outside user groups.

ATTACHMENT:

- MEMO FROM LEISURE SERVICES DIRECTOR TIM LEGARE
- RESOLUTION 16-31

5. REQUESTED MOTION/ACTION:

Staff recommends approval of Resolution 16-31.



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

Robert Pelletier

Commissioners

Melba Covey

Pam Henderson

Ron Fairbanks

Joe Townsend

MEMORANDUM

DATE: September 16, 2016

TO: Michael Fuller,
City Manager

FROM: Tim Legare, CSFM, CPRP, CPSI *TL*
Director Leisure Services

RE: Resolution 16-31 Recommended Facility Fee Changes

I am recommending the following fee changes in order to help cover costs and drive up weekday, Sunday and holiday use of our facilities. All of the changes to our forms are highlighted in red.

The changes for the Callaway Arts & Conference Center are to reduce weekday "Mon thru Thurs" fees to half price and to eliminate the additional fee of \$25 per hour for Sundays and Holidays.

The change to Veterans Park Pavilion Reservation is to charge a \$25 fee. That fee is the same as the Pavilion at the Recreational Complex.

The change to Gore Park is to add field use fees at a lower rate than the Recreational Complex. These fees would be charged to organized groups other than our City of Callaway approved Recreational Leagues.

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."

RESOLUTION 16-31

A RESOLUTION OF THE CITY OF CALLAWAY, FLORIDA REPEALING RESOLUTION 13-15, ESTABLISHING A FEE SCHEDULE FOR THE USE OF RECREATIONAL FACILITIES WITHIN THE CITY; AUTHORIZING ADJUSTMENTS BY THE CITY MANAGER; REQUIRING FACILITY USE AGREEMENTS AND HOLD HARMLESS AGREEMENTS IN CONNECTION WITH THE USE OF CITY RECREATIONAL FACILITIES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Callaway, Florida is authorized by Section 10.5-2 of the Callaway Code of Ordinances to set the fees for the use of all recreational facilities and establish a form facility use agreement to also be approved by the City's division of parks and recreation; and

WHEREAS, the City Commission desires to allow adjustments to its recreational facilities fee schedules and additions of rental items to be made by recommendation of the Sports & Recreation Committee formed by Resolution 12-21 subject to final approval by the City Manager;

NOW THEREFORE, be it resolved by the City Commission of the City of Callaway, Florida that:

- 1. AUTHORITY.** This Resolution is adopted pursuant to the provisions of Chapter 10.5 of the Callaway Code, the Florida Constitution, Chapter 166, Florida Statutes, and other applicable law.
- 2. FACILITY FEES AND USE AGREEMENTS.** The fee structure attached hereto as Exhibit A is hereby adopted by the City Commission of the City of Callaway. The required facility use agreements attached here to as Exhibit B are hereby adopted by the City Commission of the City of Callaway.
- 3. FEE ADJUSTMENTS.** Adjustments to the fee schedule attached hereto as Exhibit A, including the addition of rental items, may be made by recommendation of the Callaway Sports & Recreation Committee subject to approval by the City Manager. The City Commission may always re-adjust said fee schedule by Resolution.
- 4. SEVERABILITY.** This Resolution and its various parts, sections, subsections and clauses are severable. If any part, sentence, paragraph, subsection, section or clause is adjudged unconstitutional or invalid, the remainder of the ordinance shall not be affected. If any part, sentence, paragraph, subsection or clause be adjudged unconstitutional or invalid as applied to a particular property, building, or other structure, the application of such portion of the ordinance to other property, buildings, or structures shall not be affected.
- 5. REPEALING.** Resolution #13-15 and all Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

6. **EFFECTIVE DATE.** This Resolution shall take effect upon its passage.

PASSED, APPROVED AND ADOPTED by the City Commission of the City of Callaway, Florida, meeting in regular session this 27th day of September, 2016.

CITY OF CALLAWAY, FLORIDA

By: _____
Bob Pelletier, Mayor

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

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

Kevin Obos, City Attorney

VOTE OF COMMISSION:

Covey _____
Fairbanks _____
Henderson _____
Pelletier _____
Townsend _____

CALLAWAY ARTS AND CONFERENCE CENTER
 500 CALLAWAY PARK WAY CALLAWAY, FL 32404
 Office: (850) 874-0031/Fax: (850) 874-9977

Date of Event: _____
 Client Name: _____
 Contact Name: _____
 Telephone: _____
 Address: _____

CALLAWAY RESIDENT/NON-PROFIT GROUP CHARGES:

	Fri-Sun	Mon-Thur	
Auditorium/Callaway Room Lg.-Full Day	\$350.00	\$175.00	\$ _____
Auditorium-1/2 Day	\$300.00	\$150.00	\$ _____
Kitchen Rental w/ Auditorium Rental	\$ 50.00	\$25.00	\$ _____
Kitchen Rental Only	\$100.00	\$50.00	\$ _____
Meeting Room/Florida Room Sm.-Full Day Rental Only	\$100.00	\$50.00	\$ _____
Additional Security Fee of \$50 per hr. minimum of four hours required if alcohol other than a champagne toast is to be served.	\$ 50.00 hr.	x _____	\$ _____
Overtime Charge (s) per hr. past 9pm	\$ 25.00 each	x _____	\$ _____
Sundays and Holidays @ \$25.00 per hr. and applicable rental costs			
Dance Floor	\$ 40.00		\$ _____
Projector Usage	\$ 40.00		\$ _____
Laptop Computer	\$ 40.00		\$ _____
Tablecloths	\$ 8.00 each	x _____	\$ _____
Cloth Napkins	\$.50 each	x _____	\$ _____
Skirts	\$ 8.00 each	x _____	\$ _____
Chair Covers	\$ 2.00 each	x _____	\$ _____
Chair Sash	\$.50 each	x _____	\$ _____
Chafing Dishes	\$ 6.00 each	x _____	\$ _____
Sterno	\$ 1.00 each	x _____	\$ _____
Coffee Maker 30/40 Cup	\$ 10.00 each	x _____	\$ _____
Beverage Dispenser	\$ 6.00 each	x _____	\$ _____
		Sub Total:	\$ _____
		6.5% FLORIDA SALES TAX:	\$ _____
		GRAND TOTAL:	\$ _____

No sales of alcohol permitted and no consumption of alcohol outside of the building. Client is responsible for complying with all Federal, State and local alcoholic beverages law, if applicable.

Clients Signature _____ Date _____

Payment Received by _____ Date _____

CALLAWAY ARTS AND CONFERENCE CENTER
 500 CALLAWAY PARK WAY CALLAWAY, FL 32404
 Office: (850) 874-0031/Fax: (850) 874-9977

Date of Event: _____
 Client Name: _____
 Contact Name: _____
 Telephone: _____
 Address: _____

NON-RESIDENT CHARGES:

	<u>Fri-Sun</u>	<u>Mon-Thur</u>	
Auditorium/Callaway Room Lg.-Full Day	\$450.00	\$225.00	\$ _____
Auditorium-1/2 Day	\$400.00	\$200.00	\$ _____
Kitchen Rental /w Auditorium Rental	\$ 75.00	\$ 37.50	\$ _____
Kitchen Rental Only	\$120.00	\$ 60.00	\$ _____
Meeting Room/Florida Room Sm.-Full Day Rental Only	\$150.00	\$ 75.00	\$ _____
Meeting Room /w Auditorium Rental	\$100.00	\$ 50.00	\$ _____
Additional Security Fee of \$50 per hr. minimum of four hours required if alcohol other than a champagne toast is to be served.	\$ 50.00 hr.	x _____	\$ _____
Overtime Charge per hr. past 9pm	\$ 25.00 each	x _____	\$ _____
Sundays and Holidays @ \$25.00 per hr. and applicable rental costs			
Dance Floor	\$ 50.00		\$ _____
Projector Usage	\$ 40.00		\$ _____
Laptop Computer	\$ 40.00		\$ _____
Tablecloths	\$ 8.00 each	x _____	\$ _____
Cloth Napkins	\$.50 each	x _____	\$ _____
Skirts	\$ 8.00 each	x _____	\$ _____
Chair Covers	\$ 2.00 each	x _____	\$ _____
Chair Sash	\$.50 each	x _____	\$ _____
Chafing Dishes	\$ 6.00 each	x _____	\$ _____
Sterno	\$ 1.00 each	x _____	\$ _____
Coffee Maker 30/40 Cup	\$ 10.00 each	x _____	\$ _____
Beverage Dispenser	\$ 6.00 each	x _____	\$ _____

Sub Total: \$ _____

6.5% FLORIDA SALES TAX: \$ _____

GRAND TOTAL: \$ _____

No sales of alcohol permitted and no consumption of alcohol outside of the building. Client is responsible for complying with all Federal, State and local alcoholic beverages law, if applicable.

Clients Signature _____ Date _____

Payment Received by _____ Date _____

CALLAWAY ARTS AND CONFERENCE CENTER
500 CALLAWAY PARK WAY
CALLAWAY, FL 32404
Office: (850) 874-0031/Fax: (850) 874-9977

**FLORIDA ROOM
USAGE REQUEST FORM
(Please Print Clearly)**

NAME: MR./MS./NON-PROFIT GROUP _____

ADDRESS: _____

CONTACT NUMBER: _____

DATE OF EVENT: ____ / ____ / ____

TIME REQUESTED: FROM: _____ AM/PM TO: _____ AM/PM
(circle one) (circle one)

Callaway Resident/Non-Profit Organization Refundable Deposit \$100.00 ___ Non-Resident Refundable Deposit \$150.00 ___

*~~***Sundays and Holidays @\$25.00 per hr. and applicable rental costs***~~*

EVENT TYPE (check one): _____ NUMBER OF GUESTS: _____

RECEPTION STYLE (Maximum Number of Guests 50)
Comments: _____

DINNER/BANQUET STYLE (Maximum Number of Guests 48)
Comments: _____

THEATRE STYLE (Maximum Number of Guests 50)
Comments: _____

SEMINAR STYLE (Maximum Number of Guests 40)
Comments: _____

OTHER:
Comments: _____

DEPOSITS RECEIVED: YES OR NO \$ _____

PLEASE SIGN AND RETURN: _____
(Client Signature)

CALLAWAY ARTS AND CONFERENCE CENTER
500 CALLAWAY PARK WAY
CALLAWAY, FL 32404
Office: (850) 874-0031/Fax: (850) 874-9977

**CALLAWAY ROOM
USAGE REQUEST FORM
(Please Print Clearly)**

NAME: MR./MS./NON-PROFIT GROUP _____

ADDRESS: _____

CONTACT NUMBER: _____

DATE OF EVENT: ____/____/____

TIME REQUESTED: FROM: _____ AM/PM TO: _____ AM/PM
(circle one) (circle one)

*Callaway Resident/Non-Profit Organization Refundable Deposit \$350.00 ___ Non-Resident Refundable Deposit \$450.00 ___
Sundays and Holidays @\$25.00 per hr. and applicable rental costs*

EVENT TYPE (check one): _____ NUMBER OF GUESTS: _____

RECEPTION STYLE (Maximum Number of Guests 300)

Comments: _____

DINNER/BANQUET STYLE (Maximum Number of Guests 240)

Comments: _____

THEATRE STYLE (Maximum Number of Guests 300)

Comments: _____

SEMINAR STYLE (Maximum Number of Guests 250)

Comments: _____

OTHER:

Comments: _____

DEPOSITS RECEIVED: YES OR NO \$ _____

PLEASE SIGN AND RETURN: _____

(Client Signature)

**CITY OF CALLAWAY FACILITIES USE
INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

The undersigned for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, agrees to the fullest extent permitted by law, to indemnify, defend, pay on behalf of, and hold harmless the City of Callaway (the "City"), its elected and appointed officials, its agents, employees and volunteers and others working on behalf of the City from and against any and all claims, demands, suits, or loss, including any and all outlay and expense connected therewith, including reasonable attorneys fees, and for any damages which may be asserted claimed or recovered against or from the City, its elected and appointed officials employees, volunteers or others working on behalf of the City, by reason of personal injury, including bodily injury or death, and property damages, including loss of use thereof, which arises out of or is any way connected or associated with the undersigned's use of the City's facilities for the dates of _____ to _____, including acts or omissions by the undersigned's members, agents, servants, officers, employees, representatives, independent contractors and their subcontractors, invitees, patrons, and suppliers. It is the intention of the parties that the City, its elected and appointed officials, agents, employees, volunteers or other working on behalf of the City shall not be liable or in any way responsible for injury, damage, liability, loss or expense resulting to the undersigned, its members, agents, servants, officers, employees, representatives, independent contractors and their subcontractors, invitees, patrons, and suppliers due to accidents, mishaps, misconduct, negligence or injuries either in person or property on the City's facilities.

Agreed to this ____ day of _____, 20__.

Client

City Staff

VETERANS PARK PAVILION RESERVATION

5916 Cherry St. Callaway, Fl 32404

Office: (850) 874-0031 / Fax: (850) 874-9977

Date(s) of Event: _____

Organization Name: _____
(for non-business use only)

Contact Name: _____

Telephone: _____

Address: _____

Time In: _____ Time out: _____

VETERAN PARK PAVILION RENTAL

Check or Money Order (circle one)

User Fee:	\$25.00
6.5% Sales Tax	\$ 1.63
Total:	\$26.63

I CERTIFY THAT I AM RENTING THIS BUILDING FOR USE BY ME, FOR A NON-BUSINESS USE.

I HAVE RECEIVED A COPY AND AGREE TO THE TERMS AND CONDITIONS FOR RENTAL OF THE VETERAN PARK PAVILION. I AM 18 YEARS OF AGE OR OLDER AND I FULLY UNDERSTAND THAT NO ALCOHOLIC BEVERAGES OF ANY TYPE ARE ALLOWED IN THE BUILDING OR ON THE PREMISES, THAT I AM RESPONSIBLE FOR THE BUILDING AND I WILL BE REQUIRED TO REIMBURSE THE CITY FOR ANY DAMAGE DONE. I FURTHER AGREE TO INDEMNIFY AND HOLD HARMLESS THE CITY OF CALLAWAY FROM ANY DAMAGE, INJURY OR LOSS RESULTING FROM THE USE OF THE FACILITIES BY ME, THE GROUP, ASSOCIATION OR ORGANIZATION THAT I REPRESENT.

SIGNATURE: _____
(Responsible Party)

If you are printing this form from the online website, you must take this form to the Leisure Services Dept. to get approved for date(s) requested. Call the office for more information. Cancellations must be made 72 hours in advance prior to day of event.

CALLAWAY COMMUNITY CENTER RESERVATION

524 Beulah Avenue Callaway, Fl 32404

Office: (850) 874-0031 / Fax: (850) 874-9977

Date(s) of Event: _____

Organization Name: _____
(for non-business use only)

Contact Name: _____

Telephone: _____

Address: _____

Time In: _____ Time out: _____

NON-RESIDENTS CHARGES:

Refundable Deposit: \$100 _____
Check or Money Order (circle one)

Building & Kitchen: \$50 per day
6.5% Sales Tax: \$3.25 per day

Grand Total: \$53.25 _____ (does not include refundable deposit)
Check or Money Order (circle one)

I CERTIFY THAT I AM RENTING THIS BUILDING FOR USE BY ME, FOR A **NON-BUSINESS USE** AND **I AM OR NOT A RESIDENT** (circle one) OF THE CITY OF CALLAWAY.

I HAVE RECEIVED A COPY AND AGREE TO THE TERMS AND CONDITIONS FOR RENTAL OF THE CALLAWAY COMMUNITY CENTER. I AM 18 YEARS OF AGE OR OLDER AND I FULLY UNDERSTAND THAT NO ALCOHOLIC BEVERAGES OF ANY TYPE ARE ALLOWED IN THE BUILDING OR ON THE PREMISES, THAT I AM RESPONSIBLE FOR THE BUILDING AND EQUIPMENT THEREIN AND I WILL BE REQUIRED TO REIMBURSE THE CITY FOR ANY DAMAGE DONE. I FURTHER AGREE TO INDEMNIFY AND HOLD HARMLESS THE CITY OF CALLAWAY FROM ANY DAMAGE, INJURY OR LOSS RESULTING FROM THE USE OF THE FACILITIES BY ME, THE GROUP, ASSOCIATION OR ORGANIZATION THAT I REPRESENT.

SIGNATURE: _____
(Responsible Party)

If you are printing this form from the online website, you must take this form to the Leisure Services Dept. to get approved for date(s) requested. Call the office for more information. Cancellations must be made 72 hours in advance prior to day of event.

CALLAWAY COMMUNITY CENTER RESERVATION

524 Beulah Avenue Callaway, Fl 32404
Office: (850) 874-0031 / Fax: (850) 874-9977

Date(s) of Event: _____

Organization Name: _____
(for non-business use only)

Contact Name: _____

Telephone: _____

Address: _____

Time In: _____ Time out: _____

CALLAWAY RESIDENT/NON-PROFIT GROUP CHARGES:

Refundable Deposit: \$50 _____
Check or Money Order (circle one)

User Fee: Monday thru Thursday \$20.00 plus tax per day.	\$20.00 <u>\$1.30</u> \$21.30 per day
Friday thru Sunday \$30.00 plus tax per	\$30.00 <u>\$1.95</u> \$31.95 per day

I CERTIFY THAT I AM RENTING THIS BUILDING FOR USE BY ME, FOR A **NON-BUSINESS USE** AND **I AM OR NOT A RESIDENT** (circle one) OF THE CITY OF CALLAWAY.

I HAVE RECEIVED A COPY AND AGREE TO THE TERMS AND CONDITIONS FOR RENTAL OF THE CALLAWAY COMMUNITY CENTER. I AM 18 YEARS OF AGE OR OLDER AND I FULLY UNDERSTAND THAT NO ALCOHOLIC BEVERAGES OF ANY TYPE ARE ALLOWED IN THE BUILDING OR ON THE PREMISES, THAT I AM RESPONSIBLE FOR THE BUILDING AND EQUIPMENT THEREIN AND I WILL BE REQUIRED TO REIMBURSE THE CITY FOR ANY DAMAGE DONE. I FURTHER AGREE TO INDEMNIFY AND HOLD HARMLESS THE CITY OF CALLAWAY FROM ANY DAMAGE, INJURY OR LOSS RESULTING FROM THE USE OF THE FACILITIES BY ME, THE GROUP, ASSOCIATION OR ORGANIZATION THAT I REPRESENT.

SIGNATURE: _____
(Responsible Party)

If you are printing this form from the online website, you must take this form to the Leisure Services Dept. to get approved for date(s) requested. Call the office for more information. Cancellations must be made 72 hours in advance prior to day of event.

**CALLAWAY COMMUNITY CENTER RENTAL
524 Beulah Ave. Callaway, Fl 32404**

TERMS AND CONDITIONS:

1. Key is picked up no earlier than 8:00 o'clock a.m. day of reservation, the user **MUST** take checklist to Fire Department to pick up the key.
2. The event must end early enough to allow for the premises to be cleaned and all personal property belonging to the City of Callaway placed in its proper position. All users must be **EXITING** the premises at 11:00 o'clock p.m. on the day of use-**NO EXCEPTIONS.**
3. The user shall not remove, alter or destroy any personal property or fixture associated with the facilities. The user shall not cause holes in the walls or ceilings. The user shall sweep the facilities and clean the kitchen area and appliances prior to departure.
4. The user shall not allow any unlawful conduct. No alcoholic beverages of any type are allowed in the building or on the premises. **NOISE ORDINANCE** does apply and is enforced: No loud music or any other noise.
5. The user shall indemnify and save harmless the City from any damage, injury or loss resulting from the use of the facilities by the requesting group, association or organization.
6. The user is responsible for securing the premises after use, locking doors, turning off lights, appliances, and air conditioning; and removing all garbage, foodstuffs, and belongings of the user.
7. Each Callaway Resident is required to pay a user fee of \$20.00 for use of building Monday thru Thursday (plus tax) per day and \$30.00 Friday thru Sunday (plus tax) per day and Non Residents are required to pay \$50.00 (plus tax) per day. The fee for use of the facility shall be waived for use by residents of the City of Callaway for non-business use only. Residents of Callaway are not allowed to reserve the facility for use by anyone other than a resident of Callaway.
8. **DEPOSITS:**
 - a. A \$50.00 deposit in the form of a check or money order shall be paid by non-profit youth organizations after approval by the Leisure Services Director (or the Director's designee) to safeguard the City from damage to the facilities, and a damage agreement and a statement of responsibility must be signed by a responsible representative of the group. If the key is not returned to the City, the \$50.00 deposit shall be used by the City to change the lock.

NAME OF RESPONSIBLE PERSON: _____

ADDRESS: _____

PHONE#: _____

DATE RENTED: _____

AREAS	SATISFACTORY CHECK IN	DIRTY CHECK IN	DAMAGED CHECK IN	SATISFACTORY CHECK OUT	DIRTY CHECK OUT	DAMAGED CHECK OUT	REMARKS
Ground Exterior							
Building Exterior							
A C Unit							
Trash Cans							
Kitchen doors							
Fire Extinguisher							
Heat/AC Thermostat							
Kitchen Counters							
Refrigerator							
Kitchen Cabinets							
Kitchen Sink							
Microwave Oven							
Kitchen Stove							
Kitchen Walls							
Kitchen Floor							
Drinking Fountain							
Interior Ceiling/Walls							
Men's Bathroom							
Ladies Bathroom							
Fire Exit Lights							
Lights							
Building Security							
Table count							
Chair Count							

INSPECTED BY: _____

DATE: _____

CITY OF CALLAWAY
CALLAWAY RECREATIONAL COMPLEX
 504 CALLAWAY PARK WAY CALLAWAY, FL 32404
 Office: (850) 874-0031 / Fax (850) 874-9977

Date of Event: _____
 Group Name: _____
 Contact Name: _____
 Telephone: _____
 Address: _____

CALLAWAY FIELD USE FEES FOR BASEBALL, SOFTBALL, SOCCER AND FOOTBALL

Standard League, Non-Profit Groups	\$ 70 per field per day	x _____	\$ _____
Tournament Play / Event Fee	\$125 per field per day	x _____	\$ _____
Additional Grooming & Lining	\$ 15 per field	x _____	\$ _____
Additional Hourly Fee	\$ 25 per hour	x _____	\$ _____
Additional Security fee of \$50 per hour minimum four (4) hours if alcohol is to be served	\$ 50 per hour	x _____	\$ _____

All fees include initial field set-up, grooming and lining. Normal operating hours are 9am to 9pm Monday thru Saturday. There will be an additional hourly fee for other than normal operating hours and holidays. Additional Security Fee is required if there is to be adult beverages served. This will only be approved for adult events when there are no youth activities scheduled.

PAVILION RENTAL FEES

Soccer/ Football Pavilion	\$25 per day	x _____	\$ _____
	Sub Total:		\$ _____
	6.5 % Sales Tax:		\$ _____
	Grand Total:		\$ _____

The City of Callaway reserves the right to deny certain requests and to enforce all, part or none of the rules listed above as per written agreement. City planned events or City approved leagues take precedent over any outside requests. This agreement is subject to all ordinances regulating recreational facilities within the City of Callaway. The client is responsible for complying with all Federal, State and local alcoholic beverage law, if applicable.

Clients Signature _____ Date _____

Payment Received by _____ Date _____

CITY OF CALLAWAY
LEISURE SERVICES DEPARTMENT
504 CALLAWAY PARK WAY
CALLAWAY, FL 32404
Office: (850) 874-0031/Fax: (850) 874-9977

RECREATIONAL COMPLEX
USAGE REQUEST FORM
(Please Print Clearly)

NAME: MR./MS./NON-PROFIT /GROUP _____

ADDRESS: _____

CONTACT NUMBER: _____

DATE : ____ / ____ / ____

Fields Requested _____

Dates Requested _____

Times Requested _____

Please list any special requirements such as base, pitching rubber, fence distance and lining requirements. Grooming and lining of fields after initial set-up etc...

PLEASE SIGN AND RETURN: _____
(Client Signature)

This form does not constitute a reservation. You will be contacted as soon as possible as to availability. A field use form and hold harmless agreement must be signed. Proof of liability insurance must be provided and all fees be paid before the dates and times are considered reserved.

CALLAWAY LEISURE SERVICES DEPARTMENT

504 CALLAWAY PARK WAY

CALLAWAY, FL 32404

Office: (850) 874-0031/Fax: (850) 874-9977

Email: tlegare@cityofcallaway.com

**RECREATIONAL COMPLEX FACILITY
& FIELD USE AGREEMENT**

The purpose of this agreement is to allow for organizations other than the City of Callaway Recreational Leagues to utilize the Recreational Complex fields & facilities for structured activities.

1. Completion of a Usage Request Form for approval.
2. Completion of the Hold Harmless Agreement.
3. City of Callaway Field Use Fees form must be completed and payment received at least (10) days prior to the event. (Reservation is not confirmed until payment is made.)
4. The Organization is responsible for providing the City with a schedule including dates, times and field numbers or locations of events. Events must be scheduled to start no earlier than 9:00 a.m. and end by 9:00 p.m. or there will be an additional hourly fee of \$25.00 per hour.
5. Approved Schedules for City of Callaway Recreational League play will take precedence over any other requests.
6. No use of tobacco products is allowed.
7. There is no consumption or sale of alcohol allowed except for pre-approved adult events that pay in advance the Additional Security Fee. The organizations representatives are responsible for complying with all Federal, State and local alcoholic beverages law if applicable.
8. Anyone found in violation of City Policy or Code of Ordinance is subject to default on contract and may be banned from using City of Callaway Facilities.

Organization Name _____

Representative Signature _____ Date _____

CITY OF CALLAWAY
GORE PARK 432 BEULAH AVE.
Office: (850) 874-0031 / Fax (850) 874-9977

Date of Event: _____
Group Name: _____
Contact Name: _____
Telephone: _____
Address: _____

GORE PARK FIELD USE FEES FOR BASEBALL, SOFTBALL, SOCCER AND FOOTBALL

Standard League, Non-Profit Groups	\$50.00 per field per day	x _____	\$ _____
Tournament Play / Event Fee	\$75.00 per field per day	x _____	\$ _____
Additional Grooming & Lining	\$15.00 per field	x _____	\$ _____
Additional Hourly Fee	\$ 25.00 per hour	x _____	\$ _____

All fees include initial field set-up, grooming and lining. Normal operating hours are 9am to 9pm Monday thru Saturday. There will be an additional hourly fee for other than normal operating hours and holidays.

The City of Callaway reserves the right to deny certain requests and to enforce all, part or none of the rules listed above as per written agreement. City planned events or City approved leagues take precedent over any outside requests. This agreement is subject to all ordinances regulating recreational facilities within the City of Callaway.

Clients Signature _____ Date _____

Payment Received by _____ Date _____

CITY OF CALLAWAY
LEISURE SERVICES DEPARTMENT
504 CALLAWAY PARK WAY
CALLAWAY, FL 32404
Office: (850) 874-0031/Fax: (850) 874-9977

GORE PARK
USAGE REQUEST FORM
(Please Print Clearly)

NAME: MR./MS./NON-PROFIT /GROUP _____

ADDRESS: _____

CONTACT NUMBER: _____

DATE : ____ / ____ / ____

Fields Requested _____

Dates Requested _____

Times Requested _____

Please list any special requirements such as base, pitching rubber, fence distance and lining requirements. Grooming and lining of fields after initial set-up etc...

PLEASE SIGN AND RETURN: _____
(Client Signature)

This form does not constitute a reservation. You will be contacted as soon as possible as to availability. A field use form and hold harmless agreement must be signed. Proof of liability insurance must be provided and all fees be paid before the dates and times are considered reserved.

CALLAWAY LEISURE SERVICES DEPARTMENT
504 CALLAWAY PARK WAY
CALLAWAY, FL 32404
Office: (850) 874-0031/Fax: (850) 874-9977

**GORE PARK FACILITY
& FIELD USE AGREEMENT**

The purpose of this agreement is to allow for organizations other than the City of Callaway Recreational Leagues to utilize the Gore Park fields & facilities for structured activities.

1. Completion of a Usage Request Form for approval.
2. Completion of the Hold Harmless Agreement.
3. City of Callaway Field Use Fees form must be completed and payment received at least (10) days prior to the event. (Reservation is not confirmed until payment is made.)
4. The Organization is responsible for providing the City with a schedule including dates, times and field numbers or locations of events. Events must be scheduled to start no earlier than 9:00 a.m. and end by 9:00 p.m. or there will be an additional hourly fee of \$25.00 per hour.
5. Approved Schedules for City of Callaway Recreational League play will take precedence over any other requests.
6. No use of tobacco products is allowed.
7. There is no consumption or sale of alcohol allowed except for pre-approved adult events that pay in advance the Additional Security Fee. The organizations representatives are responsible for complying with all Federal, State and local alcoholic beverages law if applicable.
8. Anyone found in violation of City Policy or Code of Ordinance is subject to default on contract and may be banned from using City of Callaway Facilities.

Organization Name _____
Representative Signature _____ Date _____

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

DATE: SEPTEMBER 27, 2016

ITEM: **BOOKKEEPER JOB DESCRIPTION**

1. PLACED ON AGENDA BY:

J. Michael Fuller, City Manager *JMF*

2. AGENDA:

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

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

FY2017

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

This job description was tabled at the August 23rd meeting. Staff updated the description since the meeting. City Manager Fuller would like Commission input on this position.

- Bookkeeper – This position will be responsible for various financial assistance while allowing the City to better segregate duties.

ATTACHMENT:

- BOOKKEEPER 2ND DRAFT JOB DESCRIPTION

5. REQUESTED MOTION/ACTION:

Staff is requesting Commission approval of the job description presented.



FINANCE DEPARTMENT

BOOKKEEPER

Salary Grade: 16
Department: Finance
Reports To: Director of Finance
Approved By: City Manager _____ Date: _____

Summary:

Perform skilled, analytical and highly responsible accounting tasks of more than average difficulty. Duties include: general ledger reconciliation; bank reconciliations; payroll, including maintaining all related payroll data; budget and audit assistance; preparation, review and interpretation of financial records, staff supervision and utility customer dispute resolution. Work requires the exercise of reasonable initiative and independent judgment. This position requires an individual who is highly self-motivated, detailed oriented, dependable and has excellent time management skills. Work is performed under direction of the Director of Finance.

Essential Duties and Responsibilities:

The duties listed below are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

- Review and reconcile information provided by multiple departments for processing bi-weekly payroll for approximately 80 employees, which includes elected officials, exempt, non-exempt, and fire-shift employees.
- Maintain and verify employee data which includes changes in: total hours, name and/or address, salary, insurance, retirement, and vacation and sick leave records. Also to complete all associated reporting forms.
- Research and resolve payroll discrepancies and prepare necessary reconciliations.
- ~~Partner with Human Resources to maintain and improve processes and procedures that will ensure the efficient transmittal information.~~
- Maintain and verify all monthly general ledger and bank reconciliations and complete month-end close in a timely manner.
- Participate in the preparation of annual budgets, Comprehensive Annual Financial Report (CAFR) and supporting audit work papers.
- Prepare regular and special financial and statistical reports and statements, including reports filed with other government entities.
- Perform related work as required and demonstrate continuous effort to improve operations, decrease turnaround times, and streamline worker processes.
- May be involved in specialized accounting tasks such as project, grant, and fixed asset accounting, as well as participate in cash management and investment activities, etc.
- Work cooperatively with other departments and embrace a teamwork approach to complete tasks and provide quality, seamless customer service.
- ~~Supervises Utility Billing Division and Accounting Technician.~~
- Performs other duties as assigned.

Knowledge, Skills, and Abilities:

- Knowledge of payroll policies, procedures and regulatory standards such as, payroll compliance, wage and hour laws, pre and post-tax benefits, etc.
- Knowledge of generally accepted accounting principles, governmental accounting, auditing and public agency budgeting.
- Highly organized and detail oriented.
- Substantial knowledge or modern office practices, with emphasis on computer literacy, ERP database systems and spreadsheet applications.
- Excellent written and verbal communications skills.
- Ability to work independently under general supervision.
- Ability to maintain professional discretion in processing matters of a sensitive or confidential nature from both a legal and professionally ethical perspective.
- Knowledge of customer service procedures.
- Knowledge of the laws, rules, and regulations relating to financial and public records as related to governmental accounting.
- Ability to participate in office activities in various sections to assure uninterrupted flow of workload.
- Ability to understand and implement oral and written instructions, gather information and reports, keep office records.
- Ability to make mathematical calculations with reasonable speed and accuracy.
- Ability to establish and maintain effective working relations with fellow employees, City officials, and the general public.

Minimum Qualifications:

- Bachelor's degree in accounting or finance from an accredited four (4) year college or university, preferred.
- Minimum of two (2) years' accounting and/or financial reporting experience.
- ~~Minimum of two (2) years working in a supervisory level.~~
- Good organizational skills and ability to prioritize.
- Governmental accounting experience, preferred.

A comparable amount of training, education or utility billing accounting/bookkeeping experience may be substituted for certain minimum qualification requirements.

Physical Demands:

The physical demands described are representative of those that must be met by an employee to successfully perform the essential function of the job. Work is performed in an office or conference room setting. Work requires some exertion such as crouching, bending, stooping and reaching; and lifting of light to moderately heavy items. Work requires average physical agility and dexterity.

Reasonable accommodations may be made to enable individuals with disabilities to perform these essential functions.

Work Environment:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. The noise level in the work environment is usually moderate.

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

DATE: SEPTEMBER 17, 2016

ITEM: ELECTED OFFICIAL'S RETIREMENT

1. PLACED ON AGENDA BY:
J. MICHAEL FULLER, CITY MANAGER *JMF*
PRESENTED BY:
KEVIN OBOS, CITY ATTORNEY

2. AGENDA:
PRESENTATION
PUBLIC HEARING
CONSENT
OLD BUSINESS
REGULAR

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

N/A

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

Section 112.048, Florida Statutes, authorizes and directs each city to provide a system of retirement to its elected officials. The system can be contributory or non-contributory. In the absence of a system of retirement for elected officials, the statute provides one:

"(2)(a) From and after June 3, 1939, whenever any elective officer of any city or town of this state has held any elective office of such city or town for a period of 20 years or more consecutively, or for a period of 20 years or more consecutively, except for one period not exceeding 6 months, such elective officer may voluntarily resign or retire from such elective office with the right to be paid on the officer's own requisition by such city or town during the remainder of his or her natural life a sum equal to one-half of the full amount of the annual or monthly salary that such city or town was authorized by law to pay said elective officer at the time of resignation or retirement; and such city and town shall appropriate and provide in its annual budget sufficient moneys to meet the requirements of this section when no other plan is available for elected local officials."

In Callaway, the city *does* have a retirement plan available to its elected officials – the Florida Retirement System, as authorized by law. Since Callaway allows its elected officials to join FRS, the retirement provisions of s. 112.048(2)(a), F.S., do not apply. Attorney General Opinion 86-78 made clear that cities are not constrained to provide the precise system set forth in s.112.048(2)(a), F.S., and may elect to provide an alternate system or set up a separate pension plan. In Callaway that happens to be FRS.

Prior to FRS, the City provided retirement to elected officials through a Florida League of Cities retirement plan. In 2008, the City switched to the Florida Retirement System for all employees and elected officials. It so happens that FRS is a system where the employer city does contribute. That contribution is mandatory. If the city wanted to stop contributing to elected official retirement it would still need to provide an alternative system of retirement to comply with the statute.

Attachment(s):

- 1. Section 112.048, F.S.
- 2. AGO 86-78
- 3. Resolution 08-11

5. REQUESTED MOTION/ACTION: For discussion only; no action required.

Select Year:

The 2016 Florida Statutes

<u>Title X</u>	<u>Chapter 112</u>	<u>View Entire</u>
PUBLIC OFFICERS, EMPLOYEES, AND RECORDS	PUBLIC OFFICERS AND EMPLOYEES: GENERAL PROVISIONS	<u>Chapter</u>

112.048 Voluntary retirement with half pay authorized for elective officers of cities or towns; appropriation.—

(1) The intent of the Legislature is to authorize and direct each city and town to provide a system of retirement for elected officials, but it is further the intent that each city or town may determine whether the system will be contributory or noncontributory.

(2)(a) From and after June 3, 1939, whenever any elective officer of any city or town of this state has held any elective office of such city or town for a period of 20 years or more consecutively, or for a period of 20 years or more consecutively, except for one period not exceeding 6 months, such elective officer may voluntarily resign or retire from such elective office with the right to be paid on the officer's own requisition by such city or town during the remainder of his or her natural life a sum equal to one-half of the full amount of the annual or monthly salary that such city or town was authorized by law to pay said elective officer at the time of resignation or retirement; and such city and town shall appropriate and provide in its annual budget sufficient moneys to meet the requirements of this section when no other plan is available for elected local officials. In cases in which an elective officer during any term of office entered or enters and served or serves in the Armed Forces of the United States during any period during which the United States was or shall be engaged in war and thereafter was or shall be appointed or again elected to the same elective office prior to discharge from such service in the Armed Forces, such time of service in the Armed Forces shall not be construed to be a break in consecutive service and shall be counted in determining the years of consecutive service of such elective officer.

(b) The provisions of this subsection shall not operate to preclude any elected officer from retiring under, and receiving benefits pursuant to, the provisions of this section as it existed prior to October 1, 1973, if such officer had, prior to that date, completed the required 20 years of service or been elected to a term upon the expiration of which he or she completes the required 20 years of service. However, if on October 1, 1973, an elected officer had completed at least 10 of the required 20 years of service, the city or town may elect to provide an annual or monthly retirement salary as provided in this subsection.

(3) Each city or town may by ordinance establish a contributory retirement system for those officials defined in subsection (2). The rules for participation, the amount of the official's contributions, and the method of appropriation and payment may be determined by ordinance of the city or town.

History.—s. 1, ch. 19247, 1939; CGL 1940 Supp. 2998(1); s. 1, ch. 57-805; s. 1, ch. 65-455; s. 1, ch. 72-280; s. 4, ch. 73-129; s. 1, ch. 74-231; s. 1, ch. 84-351; s. 682, ch. 95-147.

Note.—Former ss. 165.25, 121.20.

Florida Attorney General Advisory Legal Opinion

Number: AGO 86-78

Date: September 2, 1986

Subject: Retirement plans for elected officers

Mr. David W. Rynders
City Attorney
City of Naples
735 Eighth Street, South
Naples, Florida 33940

RE: MUNICIPALITIES--Alternative retirement systems for elected officers authorized

Dear Mr. Rynders:

This is in response to your request for an opinion on questions which may be substantially restated as follows:

Do the provisions of s. 112.048, F.S., mandate that cities and towns adopt the precise retirement plan set forth in s. 112.048(2) (a) for elected officers, or may cities and towns provide alternate retirement plans for such officers?

Your inquiry notes that the City of Naples has long had a pension plan for its general employees (excluding fire and police personnel who are covered by other pension plans). The provisions of the plan declare that it is applicable to "persons in the employ of the city." The board of trustees of the plan has determined that the elected mayor and councilmen are "persons in the employ of the city" and thereby made them members of the pension plan. You question whether the mayor and councilmen may participate under the city's existing pension plan or whether the city must provide the specific plan set forth in s. 112.048(2), F.S. It is to be initially emphasized that this opinion expresses no comment upon the City of Naples' pension plan, nor the decision of the board of trustees to categorize the elected mayor and councilmen as "persons in the employ of the city."

Section 112.048, F.S., provides in pertinent part:

"(1) The intent of the Legislature is to authorize and direct each city and town to provide a system of retirement for elected officials, but it is further the intent that each city or town may determine

whether the system will be contributory or noncontributory.

(2) (a) From and after June 3, 1939, whenever any elective officer of any city or town of this state has held any elective office of such city or town for a period of 20 years or more consecutively, or for a period of 20 years or more consecutively, except for one period not exceeding 6 months, such elective officer may voluntarily resign or retire from such elective office with the right to be paid, and he shall be paid on his own requisition by such city or town during the remainder of his natural life, a sum equal to one-half of the full amount of the annual or monthly salary that such city or town was authorized by law to pay said elective officer at the time of his resignation or retirement; and such city and town shall appropriate and provide in its annual budget sufficient moneys to meet the requirements of this section *when no other plan is available for elected local officials. . . .*" (e.s.)

When statutory language is plain and unambiguous, the statute must be accorded its obvious meaning and effect; rules of statutory construction are vehicles for the determination of legislative intent when that intent is not readily manifested. *McDonald v. Roland*, 65 So.2d 12 (Fla.1953); *Fixel v. Clevenger*, 285 So.2d 687 (3 D.C.A. Fla., 1973); *Graham v. State*, 362 So.2d 924 (Fla. 1978). See *Holly v. Auld*, 450 So.2d 217 (Fla. 1984) (where statutory language is clear and unequivocal, legislative intent may be gleaned from words used without applying rules of construction).

Section 112.048(1), F.S., directs Florida cities and towns to provide a retirement system, whether contributory or noncontributory, for elected officials. The indefinite article "a" is variously used to mean "one" or "any." See Webster's Third New International Dictionary 1 (unabridged ed. 1981); Black's Law Dictionary 1 (5th ed. 1979). Therefore, I am persuaded that the use of the term "a" before "system of retirement" indicates that *cities and towns are not constrained to provide the precise system set forth in subsection (2) (a)*. Cf. s. 112.048(3), F.S., which provides that "[e]ach city or town may by ordinance establish a contributory retirement system for those officials defined in subsection (2). The rules for participation, the amount of the official's contributions, and the method of appropriation and payment may be determined by ordinance of the city or town." Section 112.048(2) (a), F.S., sets forth a retirement plan for any elective officer of a city or town who, from and after June 3, 1939, has consecutively held any elective office of such city or town for a period of twenty years or more, or for a period of twenty years or more consecutively, except for one period not exceeding six months. Such elective officer may voluntarily resign or retire from office and may, upon request, for the remainder of his natural life, be paid a sum equal to one-half of the full amount of the annual or monthly salary that the city or town was authorized by law to pay the elective officer at the time of his resignation or retirement. Cities and towns

must appropriate and provide in their annual budgets sufficient funds to meet the requirements of s. 112.048(2)(a), F.S., when no other retirement plan is available for elected local officials. See s. 4, Ch. 73-129, Laws of Florida, which transferred former s. 165.25, F.S., to s. 121.20, F.S. 1973, and which added the foregoing proviso. Section 121.20 was transferred to s. 112.048 in 1983.

Thus, while s. 112.048(1), F.S., requires a municipality to provide a system of retirement for its elected officials, either contributory or noncontributory, the municipality is required to provide the precise retirement plan set forth in s. 112.048(2)(a) for elective officials only "when no other retirement plan is available." Previous opinions of this office are in accord with the foregoing conclusion. See AGO's 73-251; 73-316; and 74-185. Cf. AGO's 73-350 and 75-141. And see the title to Ch. 84-351, Laws of Florida, which in amending s. 112.048, F.S., describes the statute as "relating to retirement for elective officers of cities or towns with no available retirement plan" But see s. 112.048(2)(b), F.S., providing that

"[t]he provisions of this subsection shall not operate to preclude any elected officer from retiring under, and receiving benefits pursuant to, the provisions of this section as it existed prior to October 1, 1973, if such officer had, prior to that date, completed the required 20 years of service or been elected to a term upon the expiration of which he completes the required 20 years of service. However, if on October 1, 1973, an elected officer had completed at least 10 of the required 20 years of service, the city or town may elect to provide an annual or monthly retirement salary as provided in this subsection."

See the title to Ch. 74-231, Laws of Florida, stating that Ch. 74-231, which added the above provision to the statute, authorizes certain elected municipal officers with 20 years of service to retire with benefits equal to one-half pay even if there are other retirement plans available to municipal officers and employees. If, however, on October 1, 1973, an elected officer had completed at least 10 years of service, cities and towns have the option of electing to provide an annual or monthly salary as provided in s. 112.048(2), F.S.

Therefore, in light of the foregoing, it is my opinion that cities and towns may provide pension plans for their elected officials which are different than the particular plan set forth in s. 112.048(2)(a), F.S. Cities and towns must provide the retirement plan set forth in s. 112.048(2)(a) only when no other retirement plan for elected officials is available.

Sincerely,

Jim Smith
Attorney General

Prepared by:

John Rosner
Assistant Attorney General

CITY OF CALLAWAY, FLORIDA

RESOLUTION 08-11

A RESOLUTION OF THE CITY OF CALLAWAY, FLORIDA, PROVIDING FOR THE CITY'S PARTICIPATION IN THE FLORIDA RETIREMENT SYSTEM; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO DO ALL THINGS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; AUTHORIZING THE WITHHOLDING OF WAGES WHEN REQUIRED BY LAW; AUTHORIZING THE APPROPRIATION OF CITY FUNDS FOR CONTRIBUTIONS AS PROVIDED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

The City of Callaway, Bay County, Florida, in lawful session and in regular order of business properly presented, finds that:

WHEREAS, the City Commission of the City of Callaway, Florida, hereby finds that authorizing participation in the Florida Retirement System for its employees is in the best interest of the City, its residents and employees.

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

Section 1. It is hereby declared to be the policy and purpose of the City of Callaway, Florida that all its general employees, elected officials, and firefighters, except those excluded by law, shall participate in the Florida Retirement System as authorized by Chapter 121, Florida Statutes.

All general employees, elected officials, and firefighters shall be compulsory members of the Florida Retirement System as of the effective date of participation in the Florida Retirement System so stated herein.

Section 2. The City Manager is hereby authorized and directed to execute all necessary agreements and amendments thereto with the Administrator of the Florida Retirement System for the purpose of extending the benefits provided by the Florida Retirement System to the employees and officials of the City of Callaway, which agreement shall provide for such methods of administration of the plan by said City of Callaway as are found by the Administrator of the Florida Retirement System to be necessary and proper, and shall be effective with respect to any employment covered by such agreement for service performed on and after the 1st day of June, 2008.

Section 3. The City of Callaway shall make any and all necessary arrangement to withhold from salaries, wages, or other compensation of employees and officials for the purpose provided in Section 1, and such withholdings shall be made in the amounts and at such times as may be required by applicable State laws or regulations, and shall be paid over to the Administrator designated by said laws or regulations to receive such amounts.

Section 4. There shall be appropriated from available funds, derived from City contributions such amounts and at such times as may be required to pay promptly the contributions and assessments required of the City of Callaway of Bay County, Florida, as employer, by applicable State laws or regulations, which shall be paid over to the lawfully designated Administrator of the Florida Retirement System at the times and in the manner provided by law and regulation.

Section 5. The City of Callaway of Bay County, Florida, shall keep such records and make such reports as may be required by applicable State laws or regulations, and shall adhere to all laws and regulations relating to the Florida Retirement System.

Section 6. The City of Callaway of Bay County, Florida, does hereby adopt the terms, conditions, requirements, reservations, benefits, privileges, and other conditions thereunto appertaining, of the Florida Retirement System, for and on behalf of all employees and officials of its departments and agencies to be covered under the agreement for service performed on and after June 1, 2008.

Section 7. The City Manager of the City of Callaway of Bay County, Florida, is hereby designated the custodian of all sums withheld from the compensation of employees and officials as authorized herein and of the appropriated funds for the employer's contributions as provided in Section 4 hereof. Also, the Director of Finance is hereby designated the withholding and reporting agent and charged with the duty of maintaining records for the purpose of this Resolution.

Section 8. This Resolution shall take effect upon its approval and publication as required by law.

BE IT FURTHER RESOLVED, that a copy of this Resolution fully executed as in original, duly attested by the City Clerk, be furnished to the Administrator of the Florida Retirement System.

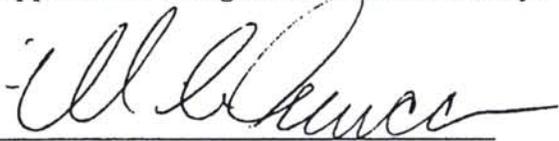
PASSED, APPROVED AND ADOPTED in special Session of the Commission of the City of Callaway, this the 14th day of April, 2008.

CITY OF CALLAWAY



Kenneth L. Meer, Mayor

Approved as to legal form and sufficiency.



Legal Counsel

ATTEST:



Genette Bernal, City Clerk

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

DATE: SEPTEMBER 27, 2016

ITEM: UPDATED MASTER PLAN FOR BRIDGE HARBOR

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)

Bridge Harbor has requested placement on the agenda to advise the Board on objectives for commencement of the first subdivision phase, to present an updated Master Plan, and introduce D. R. Horton who will be the subdivision developer.

The Planned Development (PD) document features a conceptual plan of development in order to support the regulatory framework for Bridge Harbor. As stated in the PD, conceptual plans are subject to change as may be dictated by economic conditions, market conditions, consumer demand, site conditions and other conditions, so long as such alterations are not substantial in nature (reference Section 1.4, Bridge Harbor Planned Development). The PD anticipates that the conceptual plan will evolve over time into a specific plan of development.

Bridge Harbor is presenting this updated master plan of development as an informational item for consistency with the intent of the PD and as a means to keep the city up to date on their progress.

ATTACHMENT:

- BRIDGE HARBOR MEMO
- MASTER PLAN

5. REQUESTED MOTION/ACTION:

Information purposes only; no action required.

TO: CITY OF CALLAWAY BOARD OF COMMISSIONERS
FROM: BRIDGE HARBOR
SUBJECT: BRIDGE HARBOR PLANNED DEVELOPMENT
DATE: SEPTEMBER 19, 2016

SEPTEMBER 27, 2016 COMMISSION PRESENTATION

Bridge Harbor has requested that they be allowed to make a presentation to the Board on September 27, 2016 to provide an update on the project. We will not be asking for any Board action on the project. This is simply an informational presentation.

The purpose of the presentation is two-fold, first to bring the Board up to date on the status of the development and to share the immediate plans for the project.

As the Board is aware, Bridge Harbor has been actively seeking development partners or to sell the property to a residential developer for some time. Ownership has continued to maintain the project during difficult economic times and the Board has been a valued partner in this endeavor for which we are grateful. Without the Board's continued support this would have been a much more difficult task.

We are happy to report that an agreement has been reached to sell the property to D. R. Horton who will complete the project. Representatives of Horton will be introduced to the Board at the meeting and they will outline their plan for implementing the project.

In addition to introducing the Horton team, an updated Master Plan for the development will be presented. As the Board is aware, one of the requirements of the PD is to provide updates on the Master Plan as it evolves from the conceptual stage. While the Master Plan to be presented is consistent with the PD and generally consistent with the conceptual plans, it does show refinement in the plan of development. No action is required or requested with regard to the plan, we simply wish to apprise the Board of current planning and design efforts.

We anticipate submitting to the City a revised Phase 1 subdivision development consistent with the updated Master Plan in the near future with construction commencing immediately thereafter and thought it appropriate to advise the Board of such at this time.

We will be happy to answer any questions at the time of presentation. Again we wish to thank you at this time for allowing us to make this presentation and for your continued support.

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

DATE: SEPTEMBER 17, 2016

ITEM: GARBAGE HAULER SERVICES

1. PLACED ON AGENDA BY:

J. MICHAEL FULLER, CITY MANAGER

JMF

PRESENTED BY:

KEVIN OBOS, CITY ATTORNEY

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 Commission recently inquired into the legal requirements necessary to provide solid waste collection services on its own or through the use of one or more exclusive private contractors. Currently, the City allows multiple vendors to provide solid waste collection throughout the City with issuance of a garbage hauler permit. Section 403.70605, Florida Statutes, provides a mechanism to allow a City to displace private companies to begin providing solid waste collection services on its own or through the use of a private contractor.

To avoid paying any compensation to a private company being displaced by the actions of the City, the City must provide at least three (3) years notice of the intent to displace. In addition, the City must hold at least one public hearing within the year it intends to begin providing the services prior to taking any measures necessary to provide the services.

Attached for your review are copies of Section 403.70605, Fla. Stat., a draft Notice of Intent letter, and a draft notice of hearing.

Attachment(s):

1. Section 403.70605, F.S.
2. Draft Notice of Intent Letter
3. Draft Notice of Hearing

5. REQUESTED MOTION/ACTION: For discussion and/or direction to staff.

Select Year:

The 2016 Florida Statutes

[Title XXIX](#)
PUBLIC HEALTH

[Chapter 403](#)
ENVIRONMENTAL CONTROL

[View Entire Chapter](#)

403.70605 Solid waste collection services in competition with private companies.—

(1) SOLID WASTE COLLECTION SERVICES IN COMPETITION WITH PRIVATE COMPANIES.—

(a) A local government that provides specific solid waste collection services in direct competition with a private company:

1. Shall comply with the provisions of local environmental, health, and safety standards that also are applicable to a private company providing such collection services in competition with the local government.

2. Shall not enact or enforce any license, permit, registration procedure, or associated fee that:

a. Does not apply to the local government and for which there is not a substantially similar requirement that applies to the local government; and

b. Provides the local government with a material advantage in its ability to compete with a private company in terms of cost or ability to promptly or efficiently provide such collection services. Nothing in this sub-subparagraph shall apply to any zoning, land use, or comprehensive plan requirement.

(b)1. A private company with which a local government is in competition may bring an action to enjoin a violation of paragraph (a) against any local government. No injunctive relief shall be granted if the official action which forms the basis for the suit bears a reasonable relationship to the health, safety, or welfare of the citizens of the local government unless the court finds that the actual or potential anticompetitive effects outweigh the public benefits of the challenged action.

2. As a condition precedent to the institution of an action pursuant to this paragraph, the complaining party shall first file with the local government a notice referencing this paragraph and setting forth the specific facts upon which the complaint is based and the manner in which the complaining party is affected. The complaining party may provide evidence to substantiate the claims made in the complaint. Within 30 days after receipt of such a complaint, the local government shall respond in writing to the complaining party explaining the corrective action taken, if any. If no response is received within 30 days or if appropriate corrective action is not taken within a reasonable time, the complaining party may institute the judicial proceedings authorized in this paragraph. However, failure to comply with this subparagraph shall not bar an action for a temporary restraining order to prevent immediate and irreparable harm from the conduct or activity complained of.

3. The court may, in its discretion, award to the prevailing party or parties costs and reasonable attorneys' fees.

(c) This subsection does not apply when the local government is exclusively providing the specific solid waste collection services itself or pursuant to an exclusive franchise.

(2) SOLID WASTE COLLECTION SERVICES OUTSIDE JURISDICTION.—

(a) Notwithstanding s. [542.235](#), or any other provision of law, a local government that provides solid waste collection services outside its jurisdiction in direct competition with private companies is subject to the same prohibitions against predatory pricing applicable to private companies under ss. [542.18](#) and [542.19](#).

(b) Any person injured by reason of violation of this subsection may sue therefor in the circuit courts of this state and shall be entitled to injunctive relief and to recover the damages and the costs of suit. The court may, in its discretion, award to the prevailing party or parties reasonable attorneys' fees. An action for damages under this subsection must be commenced within 4 years. No person may obtain injunctive relief or recover damages under this subsection for any injury that results from actions taken by a local government in direct response to a natural

disaster or similar occurrence for which an emergency is declared by executive order or proclamation of the Governor pursuant to s. 252.36 or for which such a declaration might be reasonably anticipated within the area covered by such executive order or proclamation.

(c) As a condition precedent to the institution of an action pursuant to this subsection, the complaining party shall first file with the local government a notice referencing this subsection and setting forth the specific facts upon which the complaint is based and the manner in which the complaining party is affected. Within 30 days after receipt of such complaint, the local government shall respond in writing to the complaining party explaining the corrective action taken, if any. If the local government denies that it has engaged in conduct that is prohibited by this subsection, its response shall include an explanation showing why the conduct complained of does not constitute predatory pricing.

(d) For the purposes of this subsection, the jurisdiction of a county, special district, or solid waste authority shall include all incorporated and unincorporated areas within the county, special district, or solid waste authority.

(3) **DISPLACEMENT OF PRIVATE WASTE COMPANIES.—**

(a) As used in this subsection, the term “displacement” means a local government’s provision of a collection service which prohibits a private company from continuing to provide the same service that it was providing when the decision to displace was made. The term does not include:

1. Competition between the public sector and private companies for individual contracts;
2. Actions by which a local government, at the end of a contract with a private company, refuses to renew the contract and either awards the contract to another private company or decides for any reason to provide the collection service itself;
3. Actions taken against a private company because the company has acted in a manner threatening to the public health or safety or resulting in a substantial public nuisance;
4. Actions taken against a private company because the company has materially breached its contract with the local government;
5. Refusal by a private company to continue operations under the terms and conditions of its existing agreement during the 3-year notice period;
6. Entering into a contract with a private company to provide garbage, trash, or refuse collection which contract is not entered into under an ordinance that displaces or authorizes the displacement of another private company providing garbage, trash, or refuse collection;
7. Situations in which a majority of the property owners in the displacement area petition the governing body to take over the collection service;
8. Situations in which the private companies are licensed or permitted to do business within the local government for a limited time and such license or permit expires and is not renewed by the local government. This subparagraph does not apply to licensing or permitting processes enacted after May 1, 1999, or to occupational licenses; or
9. Annexations, but only to the extent that the provisions of s. 171.062(4) apply.

(b) A local government or combination of local governments may not displace a private company that provides garbage, trash, or refuse collection service without first:

1. Holding at least one public hearing seeking comment on the advisability of the local government or combination of local governments providing the service.
2. Providing at least 45 days’ written notice of the hearing, delivered by first-class mail to all private companies that provide the service within the jurisdiction.
3. Providing public notice of the hearing.

(c) Following the final public hearing held under paragraph (b), but not later than 1 year after the hearing, the local government may proceed to take those measures necessary to provide the service. A local government shall provide 3 years’ notice to a private company before it engages in the actual provision of the service that displaces the company. As an alternative to delaying displacement 3 years, a local government may pay a displaced company an amount equal to the company’s preceding 15 months’ gross receipts for the displaced service in the displacement

area. The 3-year notice period shall lapse as to any private company being displaced when the company ceases to provide service within the displacement area. Nothing in this paragraph prohibits the local government and the company from voluntarily negotiating a different notice period or amount of compensation.

(4) DEFINITIONS.—As used in this section:

(a) “In competition” or “in direct competition” means the vying between a local government and a private company to provide substantially similar solid waste collection services to the same customer.

(b) “Private company” means any entity other than a local government or other unit of government that provides solid waste collection services.

History.—s. 1, ch. 2000-304; s. 3, ch. 2002-23.

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October 1, 2016

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

[Garbage Hauler]

Re: Notice of Intent to Displace Private Companies Providing Solid Waste Collection Services

Ladies and Gentlemen:

Pursuant to a decision of the City Commission of the City of Callaway, Florida, at a meeting held September 27, 2016, notice is hereby given by the City that it may provide solid waste collection services in the City and its service area (the "Service Area") in the future. Moreover, the City hereby gives notice that it may prohibit one or more private companies from continuing to provide the same solid waste collection services that the private companies are currently providing or which the private companies provide at the time when a final decision is made. The City may decide to (a) provide solid waste collection services with its own staff; (b) use one or more private contractors to provide solid waste collection services; (c) restrict or deny the issuance of permits, licenses, franchises, or other approvals required for the collection of solid waste; or (d) take other actions to implement its decision to provide solid waste collection services in the Service Area.

The Service Area consists of all land located within the corporate limits of the City of Callaway, as well as [...].

The City's actions may result in the "displacement" of a "private company", as those terms are defined in sections 403.70605(3)(a) and (4)(b), Florida Statutes, respectively. Before the City of Callaway makes a final decision to displace any private company, the City will hold a public hearing ("Advisability Hearing") pursuant to section 403.0605(3)(b)1, Florida Statutes. At the public hearing, the City will seek comments concerning the advisability of the City providing solid waste collection services in the Service Area. The City intends to provide both direct written notice of the Advisability Hearing to all private companies that are providing solid waste collection services at that time within the Service Area, as well as public notice.

An Advisability Hearing has not yet been scheduled by the City; however, it currently anticipates that an Advisability Hearing will be held in the Spring of 2019. An Advisability Hearing may be held at an earlier time if it is deemed appropriate by the City.

Pursuant to section 403.0605(3)(c), Florida Statutes, the City may be required to pay certain compensation to a private company if the City fails to give appropriate notice before the City displaces the private company. However, no payment is required if the City provides notice of its intent at least three (3) years before the City displaces the private company. Accordingly, the City hereby gives notice that (a) the City currently intends to wait three (3) years before the City displaces your company or any other private company; and (b) the City does not intend to pay any compensation to your company or any other company that is displaced as a result of the City's actions.

If you believe this notice was given to you in error, or if you believe this notice contains a mistake of fact or law, you are entitled to file objections within thirty (30) days after the delivery of this notice to you. Objections must be in writing and delivered to the City Manager's office at the address shown below. Your failure to file timely written objections will be deemed to be a waiver of any such objections.

PLEASE GOVERN YOURSELF ACCORDINGLY.

If you have any questions about the issues addressed in this notice, please do not hesitate to contact me at your convenience.

Yours truly,

Michael Fuller, City Manager
City of Callaway
6601 E. Highway 22
Callaway, FL 32404

[], 2019

[garbage hauler]

Re: Notice of hearing seeking comment on advisability of the City of Callaway providing for solid waste collection service in the City.

Dear Sir or Madam:

As required by Section 403.70605(3), Florida Statutes, and the direction of the City Commission, notice is hereby given by the City that it has decided to consider direct or indirect provision of residential-type solid waste collection services which could prohibit all private companies currently operating within the City from continuing to provide the same service each was providing when the City decision was made.

A public hearing will be held on _____, 2019, at ____:_____.m. at the Callaway Arts & Conference Center, 500 Callaway Park Way, Callaway, Florida 32404, for the purpose of seeking and receiving public comment on the advisability of the City providing, directly or indirectly, solid waste collection service.

The City will also provide public notice of the hearing by publication. The City looks forward to receiving any questions or comments you may offer and encourages your attendance.

Sincerely,

Michael Fuller
City Manager