



CITY OF CALLAWAY, FLORIDA

CITY HALL

6601 East Highway 22, Callaway, FL 32404

Phone 850-871-6000 • FAX 850-871-2444

www.cityofcallaway.com

Mavor

Bob Pelletier

Commissioners

Melba Covey

Pamn Henderson

Ron Fairbanks

Joe Townsend

REGULAR MEETING

CITY OF CALLAWAY BOARD OF COMMISSIONERS

TUESDAY, NOVEMBER 15, 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 Jackie Patterson
- **Presentation** Code Enforcement Board Tony Mullinax, Chairman
- **Presentation** Bay County Sheriff's Office Capt. Michael Branning
- **Presentation** GFOA Certification of Achievement for Excellence in Financial Report (2015 CAFR)

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

- **October 21, 2016** Special Workshop
- **October 24, 2016** Regular Workshop
- **October 25, 2016** Regular Meeting

CONSENT AGENDA

- Item # 1 Financial Update** – “Budget-in-Brief”
- Item # 2 Budget Cleanup Transfers** – FY2016/17
- Item # 3 Budget Amendment** – Berthe Avenue Erosion Mitigation Project
- Item # 4 Bid Award** – Lift Station CA-4 Rehabilitation
- Item # 5 Fair Labor Standard Act** – City Manager & City Clerk
- Item # 6 Meter Replacement Program** Large Size Meters
- Item # 7 Letter of Commitment** - NCBA Senior Community Service Employment Program

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

PUBLIC HEARING(S)

Item # 8 Second Public Hearing for FFY2016 CDBG Application Cycle - Dennis Dingman, Summit Professional Services, Inc.

Resolution No. 16-33 – Adoption of Enabling Resolution authorizing the Mayor to execute the FFY2016 CDBG Application

REGULAR AGENDA

- Item # 9 Resolution No. 16-34** Requesting the Legislature Protect Funding for North Florida's Water Resources
- Item #10 Resolution No. 16-35** Employee Education and Certification Policy
- Item #11 Arts & Conference Center Move Information**
- Item #12 Lockbox Cancellation – Mayor Pelletier**
- Item #13 UBER Discussion - Commissioner Henderson**

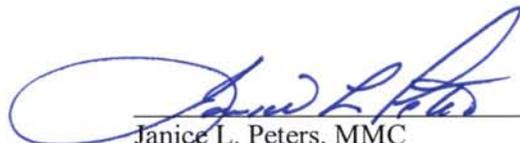
COMMISSION COMMENTS

ANNOUNCEMENTS

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

- Nov. 24-25, 2016 City Offices Closed - Thanksgiving Holiday
- November 19, 2016 3:00 p.m. Callaway Historical Society Monthly Meeting
- December 12, 2016 10:00 a.m. Regular Workshop
- December 13, 2016 6:00 p.m. Regular Meeting

ADJOURNMENT



Janice L. Peters, MMC
City Clerk

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

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

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

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

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



Employee of the Month

October 2016

Presented to

Jackie Patterson

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

Bob Gault
Mayor

[Signature]
City Manager



Government Finance Officers Association
203 N. LaSalle Street - Suite 2700
Chicago, IL 60601

Phone (312) 977-9700 Fax (312) 977-4806

10/12/2016

NEWS RELEASE

For Information contact:
Stephen Gauthier (312) 977-9700

(Chicago)--The Certificate of Achievement for Excellence in Financial Reporting has been awarded to **City of Callaway** by the Government Finance Officers Association of the United States and Canada (GFOA) for its comprehensive annual financial report (CAFR). The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

An Award of Financial Reporting Achievement has been awarded to the individual(s), department or agency designated by the government as primarily responsible for preparing the award-winning CAFR. This has been presented to:

Beverly Waldrip, Director of Finance

The CAFR has been judged by an impartial panel to meet the high standards of the program including demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the CAFR.

The GFOA is a nonprofit professional association serving approximately 17,500 government finance professionals with offices in Chicago, IL, and Washington, D.C.



Government Finance Officers Association

**Certificate of
Achievement
for Excellence
in Financial
Reporting**

Presented to

**City of Callaway
Florida**

For its Comprehensive Annual
Financial Report
for the Fiscal Year Ended

September 30, 2015

Executive Director/CEO

**CITY OF CALLAWAY
BOARD OF COMMISSIONERS
SPECIAL WORKSHOP MINUTES
OCTOBER 21, 2016 – 1:00 P.M.**

The Callaway Commission met in workshop session with Bob Pelletier, Mayor, Pam Henderson, Mayor Pro tem, and Commissioners Melba Covey, Ron Fairbanks and Joseph Townsend in attendance. Also present was J. Michael Fuller, City Manager; Janice L. Peters, City Clerk; Tim Legare, Leisure Services Director; David Joyner, Fire Chief; Oscar Martinez, Public Works Director and Lisa Koepke, Assistant to the City Manager.

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

REGULAR AGENDA

OnSystems, Inc. – Discussion of IT processes.

Jon Melberg of OnSystems, Inc. gave a presentation to Commission regarding the current status of the city's IT as opposed to where we were a year ago. He advised he's been going through a rebuilding stage as there was a lot of server infrastructure that was outdated. This should be done on 5-6 year cycles and the City of Callaway was about 2 refresh cycles behind, which put the city in what is called Technological Debt. He added that currently the city is in pretty good shape.

City Manager Fuller advised it had been a number of years since the city had invested in their IT equipment. Following stabilization of the infrastructure, Mr. Melberg further reviewed the following:

- Network Security – He identified that doors were left open on the system, allowing people to plug-in to the system with no restrictions. OnSystems conducted an audit and implemented Cisco's Business Class Firewall, which helps them monitor and restrict access from the outside.
- City Hall - The majority of infrastructure are operating, servers are up to par except Public Works. They have a smaller version of what City Hall is running.
- Printers – Issues were addressed and it was found that there were 8-9 printer types that weren't administrable and expenditures are much higher. All were changed to a consistent brand.
- Licensing – All has been resolved for user access. Office and server is all in compliance at this time. MS charges per user, per computer, which has been met. The Fire Department still has a couple of licenses to dispense. Ultimately networks have to be audited for licensing, network security and from companies that provide the software. Last year they were able to pass the audit from the previous auditor. Mayor Pelletier advised CRI is the new Auditor and the city is looking at an on-site audit. He recommended consulting with CRI for the need of the on-site audit. Mr. Melberg advised they are auditing the system as well.
- Auditing & Security Requirements – He advised the Maintenance Department's system may need to be secured. It is his only remaining security concern. Their equipment needs to be moved to a more secure area, such as a locking office or area.

Mayor Pelletier asked about MAXIS360's phone system. Mr. Melberg advised their system runs parallel with IT but they are not intermingled. They solved the bandwidth problem.

Compared to where we were, he advised that all sites were independent. Now the infrastructure is that all are bridged together under one IT umbrella, which allows a flat consistent system in all offices.

- Backup System: Mr. Melberg advised the city had a complete lack of backups. Springbrook was the only system being backed up and it was just to the system in the building. A fire would have destroyed everything. Laserfiche and normal MS computer backups were not being backed up. OnSystems brought in an offsite encrypted backup system, independent of the City's system. It's encrypted before it gets to backup, protecting against anything. Stacking history is also utilized with each backup, creating another layer of history. With the new infrastructure at City Hall, all servers are converged into one backup system. Backups are ran during the night.
- Spam System: He advised the reports received by employees via e-mail lists spam received. Mayor Pelletier urged all to review for missing/miss-routed emails. Mr. Melberg advised the system is incredibly accurate.

Mr. Melberg further explained the server infrastructure as being redundant in that the mission critical part safe guards against fail. Many parts could fail and the system would still work. He explained that right now there is a network switch and router which are the two components remaining that would bring the city down if they went down. He recommended having a backup and will provide a cost analysis. Replacements are special components are not available off the shelf and take time to get in-house when needed. He advised he is thinking forward for disaster recovery and estimated the cost to be around \$2,500.

Mr. Melberg advised MAXIS360 had wired the Fire Department directly into City Hall and advised that if City Hall system goes down their system will go down. Commission expressed concern with that process and directed the City Manager to talk to the MAXIS360 representative to fix the issue.

- Wiring – Mr. Melberg also reviewed the previous lack of wiring in the city. MAXIS360 has corrected the problems.
- Computers – Of the workstations about 1/3 were adequate, a least half were 6-12 years old. Typically workstations should be replaced every 4-5 years.
- Anti-virus protection – This has been completely replaced as a large portion of computers was not protected. Business Class anti-virus has been implemented, which reports viruses to IT and is monitored daily.
- E-mail – Implemented new MS Exchange e-mail system for businesses, which is compliant with the Florida's records retention requirements.
- Disaster Recovery Incident – He advised the recent hurricane threat to Florida allowed them to review the backup solution. There is an emergency backup which allows a 2-day recovery. City Manager Fuller advised the city's policy for disaster recovery is outdated and asked that Mr. Melberg provided their emergency solution for inclusion in an updated policy. He will provide documentation of the three scenarios he reviewed.
- DVR Security System – The security system at City Hall is very old but functional and he felt it should be addressed soon.
- Computer Equipment Moves - Mayor Pelletier advised city staff is having to move their own equipment. Mr. Melberg advised he is looking into a local vendor to provide those services. Regarding the purchase of computer equipment, it was noted that the City Clerk works with OnSystems to get the best costs possible.

- IT Point of Contact - Mayor Pelletier felt one point of contact is needed to drive IT problems, eliminating multiple people calling with the same problem. Commissioner Covey indicated the City Clerk was supposed to be the point of contact and felt there needs to be a secondary coordinator as well. She recommended 3-way calling with a department contact and OnSystems. Mayor Pelletier asked that it be on a future meeting to be discussed.

Commissioner Henderson asked if there is any way the local person they hire can do the majority of the work the city is paying Mr. Melberg to come here to do. He advised about half can be done. Mr. Melberg advised he wouldn't need to be here every year.

Mayor Pelletier asked that the meeting be recessed for a walk-thru of the Arts & Conference Center, as well as Leisure Services, pending moving the City Hall offices to this building.

Commissioner Fairbanks, referencing the router asked what the protection is right now. Mr. Melberg advised it is surge protected and battery backed up.

Commissioner Townsend asked about, and Mr. Melberg reviewed Windows 7 vs 10.

ADJOURNMENT

Following a walk-thru of the building, and there being no further business, the meeting was adjourned at 2:25 p.m.

Janice L. Peters, MMC, City Clerk

Attest: _____
Mayor

**CITY OF CALLAWAY
BOARD OF COMMISSIONERS
REGULAR WORKSHOP MINUTES
OCTOBER 24, 2016 – 10:00 A.M.**

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

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

Commissioner Townsend asked that the Callaway Arts & Conference Center financial be added to the Agenda. It will be discussed in Commission Comments.

Mayor Pelletier asked that Item #9 be moved to the top for Mr. Bob Majka to speak on the Half-Cent Surtax.

Mr. Majka reviewed the issue and the funding it will provide for different infrastructure, especially roads, versus using transportation surtax, gas tax, etc. The half-cent surtax money will be collected locally and spent locally, county wide, which will have a specific dedicated purpose. It tax, if passed, will have a 10-year sunset and will generate approximately \$21 million per year, with a little over 6% coming back to the City of Callaway, or around \$1.3 million. The ballot language has the 10-year cap, as well as categories the money will be used for.

City Manager Fuller advised the City's infrastructure needs are covered in the ballot language and primarily relates to drainage projects, street resurfacing, sidewalks, the Bertha Avenue spillway, etc. This will provide the opportunity to fund those projects.

Mr. Majka indicated an Oversight Committee will be required to oversee the revenue and projects and make recommendations to Commission for approval. He advised extensive notice has been given to the public, which includes a website specific to the surtax, as well as infomercials.

Mayor Pelletier asked if this will have any adverse effects on any grant monies available. Mr. Majka felt it would help to be able to show that contributing money is already available. He reiterated that the surtax will be generated and spent locally and creates the opportunity for the county and cities to partner on projects.

City Manager Fuller indicated that unlike a property tax, everyone who comes to the community will have an opportunity to participate. Things that are currently non-taxable, like food and medicine, will still be exempt. Large purchase items will have a \$5,000 cap for the half-cent surtax.

CONSENT AGENDA

Financial Update – “Budget-in-Brief”

Board Appointments – Sports & Recreation Committee

Commissioner Henderson asked if Mr. Piercy's committee membership will have any conflicts with him being the President of the Callaway Historical Society. City Clerk Peters advised, and City Attorney Obos agreed, there would not be a conflict.

OLD BUSINESS

CDBG Fair Housing Public Information – Discussion of Fair Housing Rights

City Manager Fuller advised Mr. Dingman will be at tomorrow night's regular Commission Meeting. Mayor Pelletier asked that all presentation be given at the beginning of the meeting and on the workshop nights. City Clerk Peters advised the CDBG items have to be addressed at a regular public meeting. Future presentations will be added before the Consent Agenda.

Commissioner Henderson asked about the different types of CDBG grants and asked if the City might look at those for different projects. City Manager Fuller advised the housing rehabilitation is the one the city had the best chance to acquire. He will bring it up with Mr. Dingman to talk about alternative CDBG grant applications for infrastructure, such as stormwater.

PUBLIC HEARING(S)

1st Public Hearing for FFY2016 CDBG Application Cycle

No discussion.

REGULAR AGENDA

Resolution No. 16-21 Purchasing Policy & Procedure Manual

Mayor Pelletier advised all revisions have been addressed. He advised he wants to further review the checks/invoices processes as it relates to checking what is received against the invoices.

Commissioner Townsend asked if the P-cards are still being used. Mayor Pelletier advised it is and information on who has them was provided in Commission mail boxes. Following the Audit he will recommend further review. City Manager Fuller advised the P-card policy has been removed as an appendix to the manual to be worked on separately.

Commissioner Fairbanks referenced a misspelled word on page 5 and petty cash. It was pointed out that there is only one petty cash city-wide and receipts are required, as well as department head approval.

Commissioner Henderson referenced a need-in-action of the Fire Department using the P-card.

Resolution No. 16-32 FDOT Temporary Easements

Mayor Pelletier asked that we make sure the clean up after construction is taking place and being proactive during pre-construction meeting that this is required. City Manager Fuller advised verbiage can be added to the Temporary Easement portion for restoration of right-of-way to pre-construction conditions.

Amended Job Descriptions/Budget Revision

City Manager Fuller reviewed the changes to remove any overlap with other positions. Regarding the Financial Services Tech he will bring back an amended title to reflect the position. City Clerk Peters advised she had made the recommended changes to her position.

Mayor Pelletier, referencing the Accounting Technician, asked why this position is still being referenced for Accounts Payable (AP) in Utility Billing. City Manager Fuller advised there is a lot of AP to do. Mayor Pelletier felt accounting duties should be assigned to Finance, not Utility Billing. Finance Director Waldrip advised a portion of the Accounting Tech is charged to Water/Sewer.

Mayor Pelletier felt this position will be needed for additional work associated with Lockbox when it is cancelled and AP work should be assigned to someone in Finance. City Manager will further amend the job description. Commission consensus was given that all accounting functions should be in the Finance Department.

Commissioner Henderson asked who will take on the additional work created by cancellation of the Lockbox, which is accounts receivable. City Manager Fuller advised he and the Finance Director will readdress and provide an updated description to Commission for the regular meeting.

Code Enforcement Fines/Penalties

City Manager Fuller advised a list of properties was provided that will need to have liens placed. He advised the plan is to have the Code Enforcement Board review the amounts for recommendation of reductions to Commission.

He also indicated these are fines and cannot be applied to the homeowners' tax roll because the properties have not been improved. A record of the lien can be placed but not collected through the tax roll.

Mayor Pelletier expressed concern that these liens have not been addressed sooner. City Manager Fuller advised some are foreclosures. Mayor Pelletier asked for a list of penalties and collections by address for this year. He recommended clean and liens and add to the tax roll.

Commissioner Townsend asked if the amount of the lien can increase. City Attorney Obos advised if subsequent improvements or penalties from continued violations are made they can be added to the final payment required.

Commissioner Henderson asked when it is decided to do the clean and lien versus continuance of accruing fines. City Manager Fuller advised citizen complaints will usually drive that process at some point, typically on abandoned or vacated properties and is usually a last-ditch effort. Code Enforcement Officer Frye referenced a recent property on Kimbrel which eventually required a Notice of Emergency signed by the City Manager to clean up the property.

Mayor Pelletier felt staff needs to be more proactive on clean and liens. He asked if an RFP could be issued for companies to provide those services. Code Enforcement Officer Frye advised they have a list of two companies that will provide services.

Half Cent Sales Surtax Discussion

Commissioner Henderson advised she had wanted to enable the citizens to be more informed of the surtax and felt this may give the City room to lower ad valorem in the future. She pointed out it would be from money that is spent county-wide with the city getting approximately 6%.

Mayor Pelletier asked if the city has considered the bed tax like Panama City has implemented. City Attorney Obos advise it has not to his knowledge. The City Manager will investigate and make a report to Commission.

Mayor Pelletier asked City Attorney Obos if the Bed Tax is something the City can look at. City Attorney Obos advised it is something the City can participate in. City Manager Fuller will provide information to Commission.

Discussion of Policy – Salary Increases following Certification

City Manager Fuller advised he is looking into similar policies with other cities and will work with City Attorney Obos to provide a draft policy.

Charter Review Committee – Consideration of Appointment

A brief discussion of prior workshops was reviewed.

Mayor Pelletier asked the City Manager to investigate the following:

- Asbestos in City Hall, and was this declared when the building was purchased
- Meter replacement – Irrigation manual meter reading count and solution

Mayor Pelletier felt that if staff attends the workshops they should not be required to attend the regular meeting on Tuesday nights, unless the City Manager requires it. Commission agreed.

Commissioner Henderson recommended monthly departmental review of projects in the monthly newsletters.

ADJOURNMENT

There being no further business, the meeting was adjourned at 11:32 a.m.

Janice L. Peters, MMC, City Clerk

Attest: _____
Mayor

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

The Callaway Commission met in workshop session with Bob Pelletier, Mayor, Pam Henderson, Mayor Pro tem, and Commissioners Melba Covey (via telephone), 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; and Oscar Martinez, Public Works Director.

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

PRESENTATIONS

Employee of the Month – Tarrell Phillips

City Manager Fuller read the letter of recommendation in which Mr. Phillips was commended on his tenacity and problem solving abilities, having saved the city thousands of dollars with his fabrication abilities. Commission presented Mr. Phillips with the Certificate of Recognition.

Bay County Sheriff's Office Report

Sgt. Bennett reviewed statistics for the month of September as follows:

Miles Patrolled	- 13,000	Traffic Stops	- 65
Calls for Service	- 1,047	Citations Issued	- 64
Arrests Made	- 66	Traffic Crashes	- 47

Sgt. Bennett advised they have been extra busy and asked if staff could get something in the Newsletter about locking doors and calling in any suspicious activities. City Manager Fuller indicated a News Flash can be sent as well. Mayor Pelletier added calls can be anonymous.

Commissioner Henderson referenced safe meeting places for online local purchases. Sgt. Bennett advised that has happened at the Police Department and recommended the parking lot of Walmart as well.

Mayor Pelletier called for changes to the agenda; there were none.

PUBLIC PARTICIPATION

Vera Banks, 217 Lannie Rowe Drive, expressed concern for solicitors going door-to-door. City Manager Fuller advised they are supposed to be registered with the City and advised citizens to call the City to report any violations.

Brigid Johnson, 7509 Melody Lane, advised she will not be voting for the half-cent sales tax. Mayor Pelletier explained that all will pay the tax, including visitors to the County.

Bill Brown, 6023 Howard Dr., recommended Commission review pay of the Fire Department staff.

MINUTES

Aug. 22, 2016 Budget Workshop
Sept. 22, 2016 Budget Workshop
Sept. 26, 2016 Regular Workshop
Sept. 27, 2016 Final Budget Hearing
Sept. 27, 2016 Regular Meeting

Commissioner Henderson pointed out a scrivener's error and Commissioner Covey referenced an amendment on page 3 of the September 22, 2016 meetings to remove the word "she" in the first to last paragraph.

Motion:

Motion was made by Commissioner Henderson 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"
Board Appointments – Sports & Recreation Committee

Commissioner Covey advised she had spoken with City Manager Fuller regarding the Budget in Brief percentages in Legal, General Government and Court Fines. City Manager Fuller advised final invoices for September have not been received.

Mayor Pelletier asked when the September books will be complete. Finance Director Waldrip advised the auditors are scheduled to come November 7th and she is hoping all invoices are received by then.

Motion:

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

OLD BUSINESS

CDBG Fair Housing Public Information – Discussion of Fair Housing Rights - Dennis Dingman, Summit Professional Services, Inc.

City Manager Fuller indicated this item is regarding the CDBG Housing Rehabilitation Grant the City is applying for. Mr. Dingman advised the process has begun for application for the grant with the workshop held earlier this evening followed by the public hearing that is next on the agenda. He stated that this process informs Commission and citizens of their fair housing rights. He reviewed unlawful practices related to housing and steps to take if one feels they have been discriminated against.

PUBLIC HEARING(S)

1st Public Hearing for FFY2016 CDBG Application Cycle - Dennis Dingman, Summit Professional Services, Inc.

Mayor Pelletier opened the public hearing. City Manager Fuller advised this is the public hearing portion required in the grant application process.

Mr. Dingman stated this hearing is not to select a grant category but to inform the elected officials and citizens of the grant categories available and what each grant can be used for. He will need a motion and section to proceed further.

He advised the CDBG Committee had met prior to this meeting and recommended the City pursue with the CDBG Grant Application for FFY2016. He explained that there are two programs. One is an Entitlement CDBG Program, which is available to communities over 200,000 in population, and the other is the Small Cities CDBG program, which is available to Counties under 200,000 in population and cities under 50,000 in population.

He advised the purpose of the CDBG program is to resolve certain Federal objectives with the money, which are to provide a benefit to low-moderate income persons to prevent and eliminate slum and blight. Within the Small Cities CDBG Program there are two categories, the economic Development and Regular categories. The City can apply for the Economic Development Grant every year, up to \$1.5 million, to attract business that want to create jobs within the City. With the Regular Category, the City cannot apply for another until the currently awarded grant has been completed.

Mr. Dingman further reviewed the three available grants within the Regular Category; Commercial Revitalization, Housing Revitalization, and Neighborhood Revitalization. Commissioner Henderson asked if the City of Callaway would be a good candidate for the Neighborhood Revitalization grant in the future. Mr. Dingman felt the City would be a good candidate, indicating he had discussions with the City Manager about it. There is a lot more involved in the Neighborhood Revitalization grant application. City Manager Fuller advised it would be beneficial to go ahead and do the engineering for projects that can be included for that grant process once we are nearing the end of the current funding process, if the City is awarded.

Mr. Dingman advised the next step will be to meet with the City Manager to begin to develop the application, followed by a second public hearing for approval to submit the application.

The \$50,000 leverage was briefly discussed. City Manager Fuller advised \$25,000 had been approved within the approved FY2016/17 Budget and will require formal action of the Commission.

The following Public Input was given:

Brigid Johnson, asked what the total leverage will be and was advised it will be up to a \$50,000 match over two years if Commissions approves. It will increase the number of points awarded. Mrs. Johnson asked if the process has been publicly noticed, which City Manager Fuller confirmed, noting that a second public hearing will follow.

John Piercy, asked if there are programs that would benefit the Historical Society Museums. City Manager Fuller advised Mr. Dingman will address.

Bill Brown, asked if there is a publication for the fair housing rights. Mr. Dingman directed him to the website and he was informed of the City's Fair Housing Ordinance, which the City Clerk will forward to him.

Mr. Dingman further reviewed the funding relating to application points and the leverage, which can be reduced as needed and goes away if the City is not awarded the grant.

Regarding historical properties, he advised the Department of State has a Historical Grant Program, which is a lengthy and complicated process.

Motion:

Motion was made by Commissioner Covey and seconded Commissioner Fairbanks for approval to submit the application for the FFY2016 CDBG Grant in the Regular Category. Motion carried unanimously upon roll-call vote

REGULAR AGENDA

Resolution No. 16-21 Purchasing Policy & Procedure Manual

City Manager Fuller advised the draft has been revised per Commission direction. City Manager Fuller will add a sentence reflecting that purchases will be shipped to the requesting department with verification of items received in the shipment. It was noted that currently, most all shipments are sent to City Hall.

City Attorney Obos read Resolution No. 16-21 by title as follows:

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.

Motion:

Motion was made by Commissioner Fairbanks and seconded by Commissioner Henderson for approval of Resolution No. 16-21 as amended. Motion carried unanimously upon roll-call vote.

Resolution No. 16-32 FDOT Temporary Easements

City Manager Fuller reviewed the resolution relating to an FDOT resurfacing project on Tyndall Parkway from Transmitter to Business 98. He advised a sentence was added to restore the property to as good or better condition than when it was found.

City Attorney Obos read Resolution No. 16-32 by title as follows:

A RESOLUTION OF THE CITY OF CALLAWAY GRANTING THE TEMPORARY USE OF CERTAIN CITY OWNED LAND TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE PURPOSE OF CONSTRUCTING AND IMPROVING STATE ROAD 30A / TYNDALL PARKWAY; REPEALING ALL RESOLUTION OR PARTS OF RESOLUTION IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.

Motion:

Motion was made by Commissioner Covey and seconded by Commissioner Fairbanks for approval of Resolution No. 16-32. Motion carried unanimously upon roll-call vote.

Amended Job Descriptions/Budget Revision

City Manager Fuller reviewed the amended job descriptions.

Human Resource – Commissioner Covey asked about an orientation DVD. City Manager Fuller will update the Personnel Policy to reference. He advised payroll duties were transferred to the Bookkeeper position and processing insurance claims was added. Mayor Pelletier advised he can work with the City Manager to accomplish production of the DVD.

Accounting Technician – City Manager Fuller advised the title was changed to Finance Clerk. City Manager Fuller reviewed changes made to the duties within the job description, as well as further recommendations requested by Commissioner Covey with Commission consensus.

City Manager Fuller advised a budget amendment is included for the Bookkeeper position.

Motion:

Motion was made by Commissioner Henderson and seconded by Commissioner Townsend for approval of the job descriptions as amended and the budget revision related to the Bookkeeping position. Motion carried unanimously upon roll-call vote.

Code Enforcement Fines/Penalties

City Manager Fuller reviewed the list of outstanding fines and penalties as presented, advising six of the eight are now in foreclosure and some are vacant. He indicated two fines had been collected this year in the amount of 1,172.57 and \$250.

Mayor Pelletier recommended a tracking mechanism for orders with fines that have not been paid. He also recommended reviewing the properties for clean and liens to file on the tax roll. City Manager Fuller advised abatement is being discussed with the Code Enforcement Board for recommended actions.

No action was taken as the item will be brought back to Commission for further review and possible action on liens.

Half Cent Sales Surtax Discussion

Commissioner Henderson indicated the expense for the waterlines that needed to be relocated would have been eligible had this half-cent surtax been in place. City Manager Fuller advised a citizen oversight committee will be appointed should the initiative pass.

Discussion of Policy – Salary Increases following Certification

Commissioner Covey recommended a contract/policy for those receiving city funding for certification to be repaid if the employee left the city within a 2-year period after which funds were received. City Attorney Obos advised Commission can do a stand-alone policy to be incorporated at a later date into the Personnel Policy.

Commissioner Henderson agreed a policy should be in place but thought if an employee gets certification on their own time using their own money they should receive a pay raise, versus the City paying it all. She felt the policy should be consistent throughout the city.

Commissioner Townsend felt either way the employee would end up with the certification, which he could take elsewhere if an increase is not given. Commissioner Henderson felt that if a position requires certification the employee hired should already have those certifications.

City Manager Fuller advised HR has reached out to other cities for their policies.

Consensus of Commission was for the City Manager to construct a draft policy to be considered by Commission.

Charter Review Committee – Consideration of Appointment

City Clerk Peters asked for a consensus of Commission to advertise for citizens to serve on the Charter Review Committee. She advised she reviewed what had been presented in the past and recommended appointment of a new Committee with each Commissioner being able to attend the meetings at different times to give their thoughts. Commission consensus was given to advertise for committee members.

COMMISSION COMMENTS

Joseph Townsend, Commissioner, Ward IV

Arts & Conference Center Custodian Contract

Commissioner Townsend asked about the working hours of the custodian. City Manager Fuller will get details and meet with Commissioner Townsend.

Drainage Ditches

He asked if anyone has evaluated the cost of putting drainage pipes in the ditches. City Manager Fuller advised staff has discussed and at some point a Stormwater Utility Rate Study will be done and this will be included. He also stated that future developers will be required to install drainage pipes and homeowners do have the option of adding them at their own cost.

Code Enforcement Board Status Report

Commissioner Townsend again requested a status report. City Manager Fuller will provide to Commission.

Ron Fairbanks, Commissioner, Ward III

Recycling Center

Commissioner Fairbanks reminded citizens of the recycling center located at the back of the City Hall Parking Lot.

Bay County League of Cities

He advised the League's Christmas Banquet will be held at the Martin Theatre on December 12th and is free to elected officials and \$29 for citizens.

Comprehensive Emergency Plan

Commissioner Fairbanks advised the plan is being revamped by the City Manager for consideration of Commission at a future meeting.

Pam Henderson, Commissioner, Ward II

Garbage Haulers

Commissioner Henderson asked when the notices will go out. City Manager Fuller advised he is meeting with the vendors on November 2nd to provide notice as well as the new Ordinance regarding trash cans. City Attorney Obos advised the letters are drafted and he will get with the City Manager.

Odor Control

Commissioner Henderson asked if this is on schedule. City Manager Fuller advised we are into month five of the study with finalization around January. He stated the new SCADA systems have been ordered and are scheduled to be installed.

Suntrail System Grant

Commissioner Henderson stated that Lynn haven is taking their unused railroad tresses and turning them into a walking trail. They received a \$268,000 Suntrail Grant to fund the project. She asked if Callaway has an area we could tie into the trail. City Manager Fuller advised some of the Gulf Power easements extend for long stretches and they are particular about what happens with them but will look into it.

Bay Haven Property

She advised someone is interested in the property and felt the Eastern Ship Building contract will be a big plus for Callaway.

OnSystems, Inc. Contract

Commissioner Henderson asked about the term of the contract. City Manager Fuller advised it is a 2-year contract. Commissioner Henderson hoped we would look at issuing an RFP with the possibility of getting someone local when the contract is up.

Street Sweeper

She asked if the city has a street sweeper. City Manager Fuller advised we do and he will provide the schedule to Commission. It was noted that the smaller one was sent to surplus.

Melba Covey, Commissioner, Ward I

Commissioner Covey asked that any handouts be put in her box.

Workshops

Regarding staff at the regular meeting she advised that some citizens cannot make the 10:00 a.m. workshops and felt they should be allowed to speak after each item at Tuesday's regular meetings.

GPS Status

Commissioner Covey asked the status of the GPS installation. City Manager Fuller advised they are in and staff is in the process of installing and registering the vehicles to launch the program. Director Martinez indicated a department head meeting is being scheduled to discuss permissions and estimated a 2-week launch.

Commission Salary

Commissioner Covey reiterated that she would like a resolution brought to Commission stating that should a Commissioner be replaced and an incoming Commissioner chooses to take benefits, their salary would revert to the previous salary of Commission.

Code Enforcement Report

She requested the report have who it is from and the date printed.

Utility Billing Calculator

Commissioner Covey asked if this had been purchased. City Manager Fuller will look at models available.

City Hall Relocation

She asked when we are moving forward with this project. City Manager Fuller advised a consultant needs to be hired to help staff design the project.

Barcodes

Commissioner Covey advised her utility bill was folded across the barcode and requested the City Manager direct the utility billing company to make sure the fold is across the perforated line.

Final Budget

Commissioner Covey requested a copy of the final approved budget. City Manager Fuller will provide to Commission.

Janice L. Peters, City Clerk

City Clerk Peters updated Commission on the classes taken at the FACC Conference as well as duties carried out in the district as the NW District Director for FACC.

Mayor Pelletier

City Hall Relocation Project

Mayor Pelletier requested the City Manager present an estimate or recommendation for the move, taking into consideration the reservations already scheduled for the Arts & Conference Center facility. Costs will include, IT, phones, cabling, etc. He requested an item be added to the next agenda for vote of Commission.

He also asked that the asbestos at the current City Hall be tested with an investigation into whether it was disclosed when the building was purchased. City Manager Fuller is having the testing done and will forward the results to all of commission.

Irrigation Meters

Mayor Pelletier asked for a report on how many irrigation meters there are and when they will be replaced with the new meters. City Manager Fuller advised there are 66 meters, mostly commercial, and staff will come back with a plan for replacement. He felt these could be replaced within the \$1.8 million designated for the entire project.

Credit Cards

Mayor Pelletier asked what is happening with the credit card project to reduce costs and streamline the process for citizens. City Manager Fuller advised a conference call had been scheduled with MCCi to discuss because the fees were revised after the presentation.

ANNOUNCEMENTS

Mayor Pelletier read the announcements.

ADJOURNMENT

There being no further business, the meeting was adjourned at 8:27 p.m. to the Community Redevelopment Agency meeting.

Janice L. Peters, MMC, City Clerk

Attest: _____
Mayor

DRAFT

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

DATE: NOVEMBER 15, 2016

ITEM: FINANCIAL UPDATE

1. PLACED ON AGENDA BY:

J. MICHAEL FULLER, CITY MANAGER

AND

BEVERLY WALDRIP, DIRECTOR OF FINANCE

2. AGENDA:

PRESENTATION

PUBLIC HEARING

CONSENT

OLD BUSINESS

REGULAR

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

N/A

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

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

ATTACHMENT:

- BUDGET-IN-BRIEF

5. REQUESTED MOTION/ACTION:

For review only. No action required.

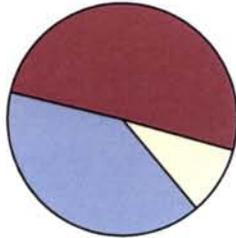


CITY OF CALLAWAY

Fiscal Year 2017

BUDGET-IN-BRIEF as of October 31, 2016 8.33% of Year Elapsed

YTD-Citywide Expense Allocation



Operating 39.9%	Personnel Svc 50.5%
Non-Operating 9.6%	Transfers 0.0%
Principal Debt Pmts 0.0%	Capital 0.0%

General Fund Revenues

Revenues	Budget	Year-to-Date	%
Ad valorem Taxes	1,009,036	207	0.0%
Other Taxes	1,859,115	78,422	4.2%
Permits, Fees, & Licenses	1,005,670	21,472	2.1%
Grants & Shared Revenue	2,089,964	176,661	8.5%
Service Charges	187,380	22,330	11.9%
Judgements, Fines, & Forfeits	3,500	1,173	33.5%
Interest & Other Earnings	4,850	-	0.0%
Rents & Royalties	59,317	1,647	2.8%
Sales of Fixed Assets	20,000	-	0.0%
Contributions & Donations	1,200	3	0.3%
Miscellaneous Revenue	2,900	-	0.0%
Total Revenues	\$ 6,242,932	\$ 301,915	4.8%

General Fund Expenditures

Expenditures	Budget	Year-to-Date	%
Executive (Commission)	62,178	4,494	7.2%
City Manager	184,767	13,917	7.5%
Finance	331,816	34,163	10.3%
Legal	120,000	-	0.0%
Planning & Code Enforcement	312,124	10,496	3.4%
Information Technology	104,878	7,166	6.8%
General Government	349,802	17,929	5.1%
Law Enforcement	1,483,600	129,214	8.7%
Fire Department	1,142,191	76,400	6.7%
Streets	1,422,223	41,824	2.9%
Maintenance Shop	282,343	14,566	5.2%
Leisure Services	854,784	42,247	4.9%
Cost Allocation Transfers	(570,573)	-	0.0%
Transfers	225,170	-	0.0%
Total Expenditures	\$ 6,305,303	\$ 392,416	6.2%

(Animal Control Invoice has not been prepared)

General Fund Increase/Decrease to Fund Balance

	Budget	Year-to-Date
Incr / (Decr) to Fund Balance	(62,371)	(90,501)

Community Redevelopment Fund

	Budget	Year-to-Date	%
Revenues & Trfrs In	68,570	-	0.0%
Expenditures	177,550	-	0.0%
Incr / (Decr) to Fund Balance	(108,980)	-	

Debt Service Fund

	Budget	Year-to-Date	%
Transfers In	-	-	0.0%
Debt Service Pmts.	-	-	0.0%
Incr / (Decr) to Fund Balance	-	-	

Capital Projects Fund

	Budget	Year-to-Date	%
Revenues & Trfrs In	667,548	-	0.0%
Expenditures	667,548	-	0.0%
Incr / (Decr) to Fund Balance	-	-	
(Excludes outstanding project invoices)			

Water Fund

	Budget	Year-to-Date	%
Revenues & Trfrs In	2,678,771	221,913	8.3%
Expenses & Trfrs Out	2,751,167	77,856	2.8%
Incr / (Decr) to Net Assets	(72,396)	144,057	
(Excludes Sept. 2015 Cost of Water)			
(Budgeted meter project of \$1.2 million to be completed in FY 2016)			

Sewer Fund

	Budget	Year-to-Date	%
Revenues & Trfrs In	4,332,000	356,691	8.2%
Expenses & Trfrs Out	4,839,573	80,072	1.7%
Incr / (Decr) to Net Assets	(507,573)	276,619	
(Excludes Sept. 2015 Cost of Treatment)			

Solid Waste Fund

	Budget	Year-to-Date	%
Revenues	585,550	48,675	8.3%
Expenses & Trfrs Out	762,854	42,630	5.6%
Incr / (Decr) to Net Assets	(177,304)	6,045	

Citywide Increase/Decrease to Fund Balance / Net Assets

	Budget	Year-to-Date
Incr / (Decr) to Fund Balance/Net Assets	(928,624)	336,220

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

DATE: NOVEMBER 15, 2016

ITEM: FY2016/17 BUDGET CLEANUP TRANSFERS

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

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

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

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

The fiscal year 2016/17 budget resolution requires that any sum, or sums, appropriated within the various departments and funds of the City of Callaway, if not required for such purpose may be applied to the expense of the Department to which said sums are appropriated, or the fund from which it was appropriated, if the amount does not exceed \$1,000.

In order to comply with this provision, the attached budget revision are submitted for City Commission approval. Budget revisions are included for all line items where fiscal year 2016 expenditures exceed budget estimates of more than \$1,000.

ATTACHMENTS:

- BUDGET TRANSFER REQUEST

5. **REQUESTED MOTION/ACTION:**

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



BUDGET TRANSFER REQUEST

AMOUNTS MUST BE IN WHOLE DOLLARS

11/15/2016

Department Various - Fiscal Year 2016 Budget Clean-up

Account #	Account Description	CURRENT Budget Amt	Requested Increase	Requested Decrease	REVISED Budget Amt	Explanation for Request
General Fund						
01-515-304-90	Planning - Other Current Charges	\$ 3,000	\$ 1,351		\$ 4,351	Actual expense exceeded budgeted estimate
01-515-304-65	Planning - R&M IT Equipment	1,500		1,351	149	
01-519-101-20	General Gov't - Regular Salaries	79,872	2,620		82,492	Due to year-end payroll accrual
01-519-304-90	General Gov't - Other Current Charges	13,887	1,215		15,102	Actual expense exceeded budgeted estimate
01-519-305-25	General Gov't - IT Equipment < \$1,000	8,100		3,835	4,265	
01-522-101-20	Fire - Regular Salaries	536,663	1,675		538,338	Due to year-end payroll accrual
01-522-102-40	Fire - Workers Compensation	23,112	1,450		24,562	Actual allocation exceeded estimate
01-522-102-30	Fire - Group Insurance	104,533		3,125	101,408	
01-541-101-65	Public Works - Annual Leave Payout	260	1,035		1,295	Accumulated leave paid to employee leaving the
01-541-101-40	Public Works - Overtime	3,150		1,035	2,115	City's employ
01-549-101-20	Shop - Regular Salaries	123,215	1,355		124,570	Due to year-end payroll accrual
01-549-102-30	Shop - Group Insurance	22,024		1,355	20,669	
CIP (Capital Improvement Fund)						
31-541-606-30	CIP - FDOT Sidewalk Projects	-	3,021		3,021	Expense from prior year project
31-541-606-20	CIP - Stormwater Improvements	367,325		3,021	364,304	
Water						
41-533-303-45	Water - Debt Collection Service Fees	1,575	2,550		4,125	Due to increase of delinquent accts being remitted
41-533-303-46	Water - Est. Uncollectible Debt Allowance	-	6,445		6,445	No budget was established
41-533-303-11	Water - Legal Fees	10,500		8,995	1,505	
41-533-707-20	Water - Interest Expense	191,860	17,290		209,150	Actual bond interest expense exceeded estimate
41-533-707-30	Water - Amortization - Loss on Advance Ref.	38,145		17,290	20,855	
Sewer						
42-535-101-40	Sewer - Overtime	19,582	1,225		20,807	Actual expense exceeded budgeted estimate
42-535-102-20	Sewer - Retirement Contribution	33,448	1,075		34,523	Actual expense exceeded budgeted estimate
42-535-303-46	Sewer - Est. Uncollectible Debt Allowance	-	11,444		11,444	No budget was established
42-535-304-30	Sewer - Utilities	64,890	6,865		71,755	Actual expense exceeded budgeted estimate
42-535-303-41	Sewer - Other Contractual Service	54,760		20,609	34,151	
42-535-707-20	Sewer - Interest Expense	163,550	17,275		180,825	Actual bond interest expense exceeded estimate
42-535-707-30	Sewer - Amort of Deferred Loss on Adv Ref	38,145	31,785		69,930	Anticipated amount not known until Advance
42-535-707-40	Sewer - Bond Issuance Cost	364,701		49,060	315,641	Refunding closing
Totals		\$ 2,267,797	\$ 109,676	\$ 109,676	\$ 2,267,797	

APPROVALS

Department Head _____ Date: 11/8/2016

City Manager _____ Date: 11/8

Commission _____ Date: _____

Finance _____ Date: _____

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

DATE: NOVEMBER 15, 2016

ITEM: FY2016/17 BUDGET AMENDMENT TO ROLLOVER UNEXPENDED BUDGET AMOUNT FROM 2016 FOR THE BERTHE AVENUE EROSION MITIGATION PROJECT

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

2. AGENDA:
PRESENTATION
PUBLIC HEARING
CONSENT
OLD BUSINESS
REGULAR

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

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

The request is for an amendment to rollover unexpended funds from FY2016 for the Berthe Avenue erosion mitigation project.

ATTACHMENT(S):

- BUDGET AMENDMENT REQUEST

5. REQUESTED MOTION/ACTION:

Staff recommends that the City Commission approve the attached budget amendment for FY2017

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

DATE: NOVEMBER 15, 2016

ITEM: BID AWARD - CA-4 LIFT STATION REHABILITATION

1. PLACED ON AGENDA BY:
J. Michael Fuller, City Manager
and
Oscar Martinez, Director of Public Works

2. AGENDA:
PRESENTATION
PUBLIC HEARING
CONSENT
OLD BUSINESS
REGULAR

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

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

On September 26, 2016, staff issued a Bid Request for the CA-4 Lift Station Rehabilitation project. Four (4) properly submitted bid were received as follows:

COMPANY	TOTAL BID	ALTERNATE BID
Cathey Construction	\$161,160	\$ 28,160
Royal American Construction	\$148,047	\$ 25,500
North Florida Construction	\$218,677	\$190,729
I.C. Contractors	\$166,164.25	\$ 34,000

It is the recommendation of the Engineer and Staff to award to award the bid to Royal American Construction for the not-to-exceed amount of \$173,547. Currently for this project there is \$185,000 budgeted in the approved FY2017 Budget in Line item 42-535-606-60.

- ATTACHMENTS:**
- DIRECTOR MEMO
 - ENGINEER'S RECOMMENDATION
 - BID TABULATION SHEET
 - BID OPENING MINUTES
 - BID CERTIFICATION FORMS
 - AGREEMENT

5. REQUESTED MOTION/ACTION: Staff recommends Commission award of bid to Royal American Construction for the not-to-exceed amount of \$173547 with approval for the Mayor to sign the agreement.



CITY OF CALLAWAY, FLORIDA
CITY HALL

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

Mayor
Bob Pelletier

Commissioners
Melba Covey
Ron Fairbanks
Pam Henderson
Joseph R. Townsend

MEMORANDUM

DATE: October 31, 2016

TO: J. Michael Fuller,
City Manager

FROM: Oscar J. Martinez,
Public Works Director 

RE: Recommendation of Bid Award for CA-4 Rehabilitation Project

Please find attached a recommendation of bid award from Dewberry/Preble-Rish for this project. They recommend Royal American Construction Company, Inc. as the lowest and most responsible bidder for this project. The base bid amount was \$148,047.00 and the additional option amount was \$25,500.00 for a total of \$173,547.00.

Public works staff concurs with this recommendation.

Thank you,
Public Works Director Martinez

**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."



October 28, 2016

VIA E-MAIL mfuller@cityofcallaway.com

Mr. Michael Fuller
City Manager
City of Callaway
6601 East Highway 22
Callaway, Florida 32404

RE: **City of Callaway – Lift Station CA-4 Rehabilitation
Award Recommendation
Preble-Rish Project No. 220.037**

Dear Mr. Fuller:

On behalf of the City of Callaway (City), Dewberry | Preble Rish (DPR) received bids from four contractors for the **City of Callaway – Lift Station CA-4 Rehabilitation** project on October 26, 2015 at 11:00 a.m. CST.

A detailed Engineer-Certified Bid Tabulation is attached and labeled as **Exhibit A**.

After thorough review of all bids received, **Royal American Construction Co., Inc.** was the lowest responsive bidder. Therefore, DPR recommends that the City award **Royal American Construction Co., Inc.** the contract for the General Construction and Sewer Rehabilitation Bid of **\$148,047.00** and additional **\$25,500.00** for the Additive Alternate Bid for a Total Lump Sum Bid of **\$173,547.00**.

In addition, we are submitting three copies of the Agreement (Section C520) and three copies of the Notice of Award (Section C510) for the City's review and execution by the City Council (see **Exhibit B**).

If you have any questions or need additional information, please contact us at (850) 571-1200 or you may e-mail me at jklarski@dewberry.com.

Sincerely,
DEWBERRY | PREBLE-RISH

Jonathan M. Sklarski, P.E.
Branch Manager

cc: Mr. Oscar Martinez, City of Callaway, Public Works Director via omartinez@cityofcallaway.com
Ms. Tina Dixon, City of Callaway, Administrative Assist via tdixon@cityofcallaway.com
Ms. Janice Peters, MMC, City of Callaway, City Clerk via jpeters@cityofcallaway.com
Mr. John Whittington, E.I., Dewberry | Preble-Rish, Project Engineer via jwhittington@dewberry.com
Mr. Eric Pitts, Dewberry | Preble-Rish, Senior Project Manager via epitts@dewberry.com

K:\220.037 Lift Station CA-4 Rehab\Specs\Contract Award Documents\91220037_Fuller Award Recommendation.docx

EXHIBIT A

BID OPENING - APPARENT LOW BIDDER CHECKLIST CITY OF CALLAWAY LIFT STATION CA-4 IMPROVEMENTS



DPR PN: 91220037

Company	General Construction Subtotal	Sewer Rehabilitation Subtotal	Total Bid	Additive Alternate	Bid Bond	Drug-Free Workplace Statement	FLA Trench Safety Act	Public Entity Crimes Statement	Sales Tax Exempt Purchasing Agreement	Addenda Acknowledged
	(Section 00030)	(Section 00030)	(Section 00030)	(Section 00030)	(Section 00430)	(Section 00095)	(Section 00096)	(Section 00097)	(Section 00098)	
Cathey Construction	\$17,342.00	\$143,818.00	\$161,160.00	\$28,160.00	✓					✓
Royal American Construction	\$22,297.00	\$125,750.00	\$148,047.00	\$25,500.00	✓	✓	✓	✓	✓	✓
North Florida Construction	\$29,435.00	\$189,242.00	\$218,677.00	\$190,729.00	✓	✓	✓	✓	✓	
I.C. Contractors	\$11,888.75	\$154,275.50	\$166,164.25	\$34,000.00	✓	✓	✓	✓	✓	✓

CITY OF CALLAWAY
LIFT STATION CA-4 REHABILITATION
BID OPENING MINUTES

October 26, 2016

11:00 A.M.

A bid opening was held at approximately 11:01 a.m. on Wednesday, October 26, 2016, at the City of Callaway City Hall for the Lift Station CA-4 Rehabilitation Bid. Present were Janice L. Peters, City Clerk, Oscar Martinez, Director of Public Works, John Franklin, Public Works, Eric Pitts, Dewberry Preble-Rish, and Amanda Hopkins, Recording Clerk.

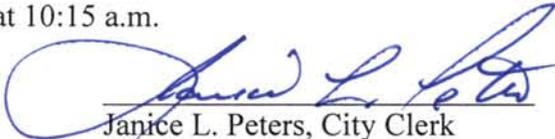
City Clerk Peters indicated the request for bids notice was published in The Panama City News Herald on September 27-29, 2016, with closing date of today, October 26, 2016. There was one addendum to the bid, issued on October 21, 2016, the receipt of which must be acknowledged in the bid documents.

As a result, four (4) bids were received, all properly sealed and notated.

The following companies submitted a bid, which were opened and the result read as follows, notating acknowledgement of the Addendum and bid cost submissions:

1.	Cathey Construction & Development	
	General Construction Subtotal	\$17,342.00
	Total Base Bid	\$161,160.00
	Additive Alternate #1	\$28,160.00
	Addendum #1 Acknowledged	
2.	I-C Contractors, Inc.	
	General Construction Subtotal	\$11,888.75
	Total Base Bid	\$166,164.25
	Additive Alternate #1	\$34,000.00
	Addendum #1 Acknowledged	
3.	North Florida Construction	
	General Construction Subtotal	\$29,435.00
	Total Base Bid	\$218,677.00
	Additive Alternate #1	\$190,729.00
	Addendum #1 Acknowledged	
4.	Royal American Construction	
	General Construction Subtotal	\$22,297.00
	Total Base Bid	\$148,047.00
	Additive Alternate #1	\$25,550.00
	Addendum #1 Acknowledged	

City Clerk Peters stated for the record that the packets would be further reviewed by staff and their recommendation would be submitted to Commission at the November 15th Regular Commission Meeting. The bid opening concluded at 10:15 a.m.


Janice L. Peters, City Clerk

ARTICLE 1 – BID RECIPIENT

1.01 Sealed Bids for the construction of the City of Callaway, CA- 4 Lift Station Rehabilitation Improvements project will be received at City of Callaway, City Hall, no later than 11:00 a.m. (CST) on October 26, 2016, at which time the Bids received will be “publicly” opened and read. All Bids shall be submitted in a sealed envelope clearly marked:

CITY OF CALLAWAY
“SEALED BID: CA-4 LIFT STATION REHABILITATION IMPROVEMENTS.”

The sealed envelope containing the Bid should bear on the outside the Bidder’s names, address, and license number if applicable, and the name of the project for which the Bid is submitted. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to the OWNER – City of Callaway, 6601 East Highway 22 Callaway, FL 32404.

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
<u>1</u>	<u>10/21/16</u>
_____	_____

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

BID SCHEDULE

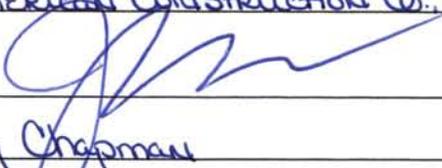
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
GENERAL CONSTRUCTION					
1.1	Mobilization (≤ 6% of Bid)	1	LS	8,883.00	8,883.00
1.2	Bonds and Insurance (≤ 5% of Bid)	1	LS	2,961.00	2,961.00
1.3	Testing	1	LS	1,913.00	1,913.00
1.4	Silt Fence/Erosion Control (≤2.5% of Base Bid)	1	LS	3,701.00	3,701.00
1.5	Demolition	1	LS	4,839.00	4,839.00
GENERAL CONSTRUCTION SUBTOTAL					22,297.00

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
SEWER REHABILITATION					
2.1	Bypass Pumping and System Startup	1	LS	7,955.97	7,955.97
2.2	Fittings and Accessories	1	LS	2,971.00	2,971.00
2.3	Ductile Iron Spool Piece	1	LS	1,437.00	1,437.00
2.4	Pipe and Accessories	1	LS	10,616.00	10,616.00
2.5	Valves and Accessories	1	LS	5,402.00	5,402.00
2.6	4" Suction pipe with pipe hangers and w/4" cam coupling	1	EA	2,063.00	2,063.00
2.7	#57 Bedding stone with filter fabric	609	SF	4.22	2,569.98
2.8	Type C structures	2	EA	10,679.50	13,359.00
2.9	6" Fiber Reinforced Concrete	417	SF	21.91	9,136.47
2.10	12" Subgrade LBR 40	42	SY	23.05	1,388.10
2.11	Fill and Earthwork	1	LS	865.00	865.00
2.12	Sod	143	SY	15.36	2,196.48
2.13	Wet Well Liner	1	LS	15,943.00	15,943.00
2.14	Wet Well Fiberglass Removal	1	LS	5,612.00	5,612.00
2.15	20 HP Pumps	2	EA	19,501.50	39,003.00
2.16	Wet Well Top	1	LS	5,232.00	5,232.00
SEWER REHABILITATION SUBTOTAL					125,750.00
BID TOTAL					148,047.00

Additive Alternate #1					
3.0	Additive Alternate #1 for Point Repair of existing manhole and 10 LF of existing 10" gravity sewer. Contractor to provide shoring, dewatering, by-pass pumping, and demo of existing gravity sewer, replacement of existing gravity main, stabilization of existing manhole, compaction, asphalt patch, and asphalt overlay per the plans.	1	LS	25,500 ⁰⁰	25,500.00
Additive Alternate #1 Total					25,500⁰⁰

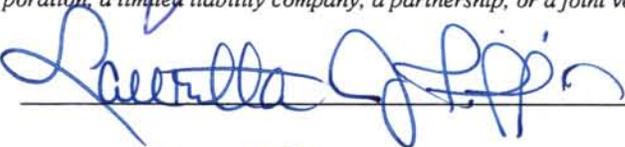
ARTICLE 8 – BID SUBMITTAL

BIDDER: Royal American Construction Co., Inc

By: 
[Signature]

[Printed name] Joey Chapman

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: 
[Signature]

[Printed name] Lauretta J. Pippin

Title: Secretary

Submittal

Date: 10/20/16

Address for giving notices: 1002 W. 23rd St. Ste. 400

Panama City, FL 32405

Telephone Number: (850) 769-8981

Fax Number: (850) 914-8411

E-mail address: stere.summerbell@royalamerican.com

Bidder's License No.: CLC056949

(where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

**AGREEMENT FOR CONTRACTOR SERVICES
CITY OF CALLAWAY
CA-4 LIFT STATION REHABILITATION BID**

This Agreement made as of this ____ day of, _____, 2016, by and between the **City of Callaway**, Florida - (the "CITY"), and **Royal American Construction Co., Inc.**, authorized to do business in the State of Florida (the "CONTRACTOR"), and whose address is **1002 W. 23rd St., Ste. 400, Panama City, FL 32405** Phone: **(850) 769-8981** Fax: **(850) 914-8411**.

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

ARTICLE 1 - SERVICES

The CONTRACTOR'S responsibility under this Agreement is to furnish, deliver, and construct all materials, labor, and equipment and to perform all operations in accordance with the plans and specifications and as listed in the Bid Form for the **CA-4 Lift Station Rehabilitation project**.

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

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

ARTICLE 2 - SCHEDULE

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- B. The work will be substantially completed within **120 days** after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions with **150 days** after the date when the Contract Times commence to run.
- C. Parts of the Work shall be substantially completed on or before the following Milestone(s):
 - 1. Milestone 1 Event & Date/Days: _____
 - 2. Milestone 2 Event & Date/Days: _____

ARTICLE 3 - PAYMENTS TO CONTRACTOR

- A. The CITY shall pay to the CONTRACTOR for services satisfactorily performed the not-to-exceed amount of **\$173,547.00**, which includes all direct charges, indirect charges and reimbursable expenses, if any. The CONTRACTOR will bill the CITY monthly.
- B. Applications for Payment will be process by the Engineer of record. The invoices received from the CONTRACTOR pursuant to this Agreement will be reviewed and approved by the City Manager's office, indicating that services have been rendered in conformity with the Agreement, and then will be sent to the Finance Department for payment. The invoice must specify the work performed.

- C. The CITY shall make progress payments on account of the Contract Price on the basis of Contractor's Application for Payment on or about the 25th of each month during performance of the Work as provided herein, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as the CITY may withhold, including but not limited to, liquidated damages, in accordance with the Contract.
 - a. 90% of Work completed (with the balance being retainage); and
 - b. 90% of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
 2. Upon Substantial Completion, City shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions.
 3. Upon final completion and acceptance of the Work, in accordance with Paragraph 15.06 of the General Conditions, the CITY shall pay the remainder of the Contract Price as recommended by the Engineer as provided in said Paragraph 15.06.
- D. In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR'S final/last billing to the CITY. This indicates that all services have been performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice shall be waived by the CONTRACTOR.
- E. CONTRACTOR acknowledges that it has reviewed the scope of work and inspected the work site and does not anticipate having any CONTRACTOR requested change orders.

ARTICLE 4 - TERMINATION

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

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other material related to the terminated work to the CITY.

- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 5 - PERSONNEL

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

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

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

ARTICLE 6 - SUBCONTRACTING

The CITY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. The CONTRACTOR is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

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

ARTICLE 7 - FEDERAL AND STATE TAX

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

ARTICLE 8 – INSURANCE & BONDS

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

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

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

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

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

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

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

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

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

ARTICLE 9 - EXCUSABLE DELAYS

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

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

ARTICLE 10 - LIQUIDATED DAMAGES

Liquidated damages shall be paid to the CITY at the rate of **\$500** per day for all work awarded under the contract until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and Legal Holidays shall be excluded in determining days in default.

It is agreed that the amount is the per-diem rate for damage incurred by reason of failure to complete the work. The said amount is hereby agreed upon as the reasonable costs which may be accrued by the CITY after the expiration of the time of completion. It is expressly understood and agreed that this amount is

not to be considered in the nature of a penalty, but as liquidated damages which have accrued against the CONTRACTOR. The CITY shall have the right to deduct such damages from any amount due, or that may become due the CONTRACTOR, or the amount of such damages shall be due and collectable from the CONTRACTOR or Surety.

ARTICLE 11 - ARREARS

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

ARTICLE 12 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 13 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

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

ARTICLE 14 - CONTRACT ASSIGNMENT

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

ARTICLE 15 - AMENDMENT

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

ARTICLE 16 - ENFORCEMENT COSTS

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

ARTICLE 17 - AUTHORITY TO PRACTICE

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

ARTICLE 18 - SEVERABILITY

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

ARTICLE 19 - CITY'S REPRESENTATIVE AND AUTHORITY

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

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

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

ARTICLE 20 - MODIFICATION

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

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

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

ARTICLE 21 - CONTRACT DOCUMENTS

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

- A. Advertisement for Bids,
- B. Special Instructions and Conditions,
- C. General Instructions and Conditions,
- D. Minimum Technical Specifications,
- E. Bid Forms
 - Bid Certification Form
 - Drug-Free Workplace Certification
 - Public Entity Crimes Statement,
- F. Addenda (Numbers 1 to 1, inclusive)
- G. Performance & Payments Bonds (if required),
- H. Change Orders (if any),
- I. Notice of Award
- J. Notice to Proceed
- K. Payment & Performance Bonds, if required,
- L. Change Order(s), if required,
- M. Engineered Drawings, if required,
- N. Proprietary/Confidential Information Disclosure Form

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

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

ARTICLE 22 - VENUE

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

ARTICLE 23 - NOTICE

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

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

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

and if sent to the CONTRACTOR shall be mailed to:

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

CITY CLERK

CITY OF CALLAWAY, FLORIDA

Attest: _____
Janice L. Peters, MMC
City Clerk

By: _____
Bob Pelletier, Mayor

Contractor Witnesses:
(2 REQUIRED)

Contractor:

Witness: _____
Name

Signature

Business Name
By: _____
Signature

Witness: _____
Name

Signature

Print Name and Title

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

KEVIN D. OBOS, HARRISON SALE McCLOY
CITY ATTORNEY

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

DATE: NOVEMBER 15, 2016

ITEM: **FAIR LABOR STANDARD ACT – OVERTIME RULE**

1. **PLACED ON AGENDA BY:**
 J. MICHAEL FULLER, CITY MANAGER
 AND
 JANICE L. PETERS, CITY CLERK

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

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

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

This item is being brought forward to address the Department of Labor’s final overtime rule updating the salary level required for the executive, administrative, and professional exemption to ensure the Fair Labor Standards Act’s intended overtime protections are fully implemented.

Currently there are three (3) employees that are affected by the new rule as follows:

EMPLOYEE	CURRENT ANNUAL SALARY	ADDITIONAL ANNUAL AMT. NEEDED TO KEEP EXEMPT STATUS	HOURLY AMOUNT NEEDED TO KEEP EXEMPT STATUS
Koepke, Lisa	\$40,191.42	\$7,284.58	\$3.50
Franklin, Emily	\$42,548.06	\$4,927.94	\$2.37
Johnson, Patricia	\$46,340.11	\$1,135.89	\$0.55

It is staff’s recommendation to remove exempt status from employees Lisa Koepke and Emily Franklin and to raise the annual salary of Patricia Johnson by \$1,135.89 to meet the rule. Money has already been allocated and is available in the approved FY2017 Budget in the overtime line item 01-519-101-40 for General Government.

ATTACHMENT(S):
 • **BUDGET TRANSFER FORM**

5. **REQUESTED MOTION/ACTION:** Commission approval to remove exempt status as reviewed above for employees Koepke and Franklin, and approval of a budget amendment to allow for an increase in the salary for Johnson in order to meet the exempt status.



BUDGET TRANSFER REQUEST

AMOUNTS IN WHOLE DOLLARS

11/7/2016

Department GENERAL GOVERNMENT

Account #	Account Description	CURRENT Budget Amt	Requested Increase	Requested Decrease	REVISED Budget Amt	Explanation for Request
01-519-101-40	Overtime	\$ 1,500	-	\$ 1,171	\$ 329	Transfer between line items to cover HR salary increase for FLSA
01-519-101-20	Regular Salaries	\$ 123,940	\$ 1,171	-	\$ 125,111	
Totals			\$ 1,171	\$ 1,171		

APPROVALS

Department Head _____

City Manager _____

Commission _____

Finance _____

Date: 11/7/16

Date: 11/7/16

Date: _____

Date: _____

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

DATE: NOVEMBER 15, 2016

ITEM: METER REPLACEMENT PROGRAM – LARGE SIZED METERS

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

2. AGENDA:
PRESENTATION
PUBLIC HEARING
CONSENT
OLD BUSINESS
REGULAR

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

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

The requested budget amendment is to complete the City's replacement of water meters. Remaining meters to be replaced include:

• 66	1" meters	@ \$ 175	\$11,550
• 9	1½" meters	@ \$ 600	\$ 5,400
• 53	2" meters	@ \$ 650	\$34,450
• 4	3" meters	@ \$1,300	\$ 5,200
• 200	Transmitters	@ \$ 125	\$25,000
• 62	Flange Kits	@ \$ 100	<u>\$ 6,200</u>
		TOTAL	\$87,800

ATTACHMENT(S):
• BUDGET AMENDMENT REQUEST

5. REQUESTED MOTION/ACTION:

Staff recommends that the City Commission approve the attached budget transfer within the FY2016/17 Budget.



CITY OF CALLAWAY, FLORIDA
CITY HALL

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

Mayor
Bob Pelletier

Commissioners
Melba Covey
Ron Fairbanks
Pam Henderson
Joseph R. Townsend

MEMORANDUM

DATE: November 8, 2016
TO: J. Michael Fuller,
City Manager
FROM: Oscar J. Martinez, 
Public Works Director
RE: AMR System Install Status

On February 29, 2016, Utility Solutions of America (USA) began the second installation of meters. The installations were completed on September 30, 2016. The total amount of meters was 3,565. This includes only the ¾" meters. All larger meters will be purchased with the remainder of the funds and will be installed using water division staff.

Thank you.

OJM/ttd

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."



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

DATE: NOVEMBER 15, 2016

ITEM: Letter of Commitment – NCBA Senior Community Service Employment Program

1. PLACED ON AGENDA BY:

J. Michael Fuller, City Manager

2. AGENDA:

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

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

N/A

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

NCBA Senior Community Service Employment Program, funded by the U.S Department of Labor, helps low-income persons age 55 and older to receive on-the-job training and work experience. Public agencies and non-profit organizations who participate in the Program are known as host agencies. The Program assigns an older worker to a host agency for training/experience, up to 20 hours per week. These workers are compensated solely through NCBA, not the host agency. The Program is designed to provide part-time training/experience in community service work settings until the older worker is placed in an unsubsidized employment position, either at their host agency or with other employers. Therefore, during their training period, the older worker is not an employee of the host agency. There is no requirement to hire the older worker to a permanent position and the host agency has the right to terminate anyone that's in training.

NCBA is encouraging the City to participate in the Program. City staff believes the Program offers benefits to both the older worker and to Callaway. To participate, the employer (host agency) must sign a letter of commitment (attached) with NCBA.

ATTACHMENT:

- Letter of Commitment
- NCBA Manual

5. REQUESTED MOTION/ACTION:

It is recommended that City Commission authorize the City Manager to sign the Letter of Commitment with NCBA to begin participating in the Senior Community Service Employment Program.



The National Caucus and Center on Black Aging, Inc
SENIOR COMMUNITY SERVICE EMPLOYMENT PROGRAM
LETTER OF COMMITMENT

City State Date

We, the undersigned, _____, this date agrees to accept
(Name of Host Agency)

_____ for training from _____ to _____ of the NCBA/SCSEP grant period.
(# Of People)

This activity will not displace or replace any other paid employee, nor will we discriminate with regard to race, color, national origin, religion or creed. In addition, Host Agency agrees to observe and implement the provisions embodied in the NCBA/SCSEP Host Agency Handbook, and as requested by NCBA/SCSEP Staff.

_____ agrees to observe and/or furnish NCBA/SCSEP with the following:
(Name of Host Agency)

1. Daily training schedule which will reflect the current task the participant is performing in his/her day-to-day assignment.
2. A quarterly In-Kind Report. Indicating dollar value of non-federal in-kind contributions (Supervision, office or other space, supplies, etc.) All in-kind contributions must be verifiable through Host Agency's records, and adhere to all the stipulations cited in paragraph 89.76c. Matching Share attached to In-Kind form.
3. Timesheets for each Participant.
4. Periodic activity reports and Participant Evaluations, as requested.
5. On-the-job training and adequate supervision for Participants.
6. Allow the Participant to make up lost time for a holiday as long as it is within the same pay period.
7. Provided vacancies announcement of Host Agency job openings as they occur, and assist in placing NCBA participant(s) into unsubsidized employment whenever and wherever an appropriate job vacancy may occur.
8. Adhere to safety practices.
9. Adhere to NCBA Affirmative Action Policy Appendix on Host Agency Handbook.
10. I acknowledge that NCBA/SCSEP staffs have provided adequate orientation for our agency regarding Title V program operations and goals.
11. Proof of General Liability Insurance coverage for all Participants assigned to this Host Agency.

NCBA/SCSEP recognizes Host Agency's right to refuse a Participant(s) training if it does not fit in with the Host Agency's day-to-day operation. However, if this should occur, kindly notify the Program Coordinator, Job Developer or Area Leader of your concern and a reassignment will be made.

(Type or Print Authorized Person's Name)

(Type or Print On-Site Supervisor's Name)

(Authorized Person's Signature)

Date

(Signature of On-Site Supervisor)

Date



2016
HOST AGENCY
MANUAL

INTRODUCTION

This manual serves as a guide to acquaint the host agencies with the standard operational procedures of the National Caucus and Center on Black Aging Inc. (NCBA) Senior Community Service Employment Program (SCSEP). Furthermore, this is a resource tool for federal compliance laws, project policies and guidelines.

The older workers placed in the agencies constitute one of the nation's most valuable, untapped resources. They represent many years of wisdom, knowledge, and talent that deliver vital services in rural and urban communities throughout the nation. It will become clear to host agencies that these older workers demonstrate willingness to do their assigned tasks and eagerness to learn, although many of them have been out of the workforce for many years.

It is NCBA's hope that this training will help the older workers enter into permanent employment. As wage earners, the older workers are now in a position to improve their standard of living with dignity and respect, as well as contribute to the GNP (Gross National Product) of the local economy

It is NCBA's belief that, with in-service supervision and on-the-job training, there are no limitations to the types of services these older workers could provide agencies. Currently, NCBA has over 1100 older workers placed in agencies across the United States. They are being trained in a full range of services that include: museum curators, greeters, correctional officers, bus drivers, office managers, health aides, radio-dispatch operators, receptionists, file clerks, data entry, etc.

2. BENEFITS TO THE AGENCIES AND THE OLDER WORKERS

First and foremost, all SCSEP host agencies, which are our main training sites, may be developed by the Program Coordinators. These agencies must be:

- Public Agencies – These are any organization, agency or entity that are established by an authorization of a local, state or federal statute, law or executive order; or
- Non-Profit Organizations – These are organization that have a 501(c)(3) tax exempt status from the Internal Revenue Service.

Given the importance of community service in SCSEP, the program makes a difference in the host agencies' ability to provide services to the community. To do that effectively, NCBA makes every effort to match the needs of the host agencies.

Various opportunities are provided to the older workers to put their existing skills to good use as well as acquire new job skills that enable them to find unsubsidized permanent jobs and also to contribute in tangible ways to their communities that in turn will instill knowledge and a sense of being useful as well as important.

Host agencies, however, have the right to terminate any participant training at their sites. In such cases, the Program Coordinator will be required to request written statements from the supervisors explaining the reasons for termination and thoroughly investigate in an effort to rectify the situation.

3. ADMINISTRATION OF PROGRAM

The United States Department of Labor (US DOL) provides the funds directly to NCBA, Inc. to operate the Senior Community Service Employment Program (SCSEP). The National Office of the NCBA-SCSEP is located in Washington, D.C. at 1220 L Street, N.W., Suite 800, Washington, D.C. 20005. The phone number is 202-637-8400, and our email address is www.ncba-aging.org.

NCBA-SCSEP maintains a full-time staff that is responsible for the direct administration of the program in each of the eight states and the District of Columbia. All communications regarding any operational aspects of the program should be directed to the Program Coordinator or the designated SCSEP local representative.

4. FUNDING AND PURPOSE OF PROGRAM

NCBA-SCSEP is funded under Title V (SCSEP) of the Older Americans' Act to provide part-time training opportunities in community service work for low-income persons age 55 and older. This program is administered by the Division of Older Worker Programs of the Office of Special Targeted programs in the Employment and Training Administration of the US DOL. The SCSEP operates under the auspices of the NCBA which was established in 1970 as a vehicle for research and the development and administration of programs designed to improve the quality of life for the aging.

5. PARTICIPANT RELATIONSHIPS AND TRAINING HOURS

NCBA-SCSEP participants will be assigned at the host agency sites to be trained for up to 20 hours per week. The training hours will be established through collaborative discussions involving the representatives of the host agencies, the NCBA-SCSEP participants and the State SCSEP offices. For that reason, the host agencies are not allowed to make any changes of the hours of any SCSEP participant without the approval of the NCBA State SCSEP Program Coordinator.

The SCSEP is designed only to provide part-time training in community service work settings until the participants are placed in unsubsidized employment either at their host agencies or with other employers. Therefore, during their training period, participants are not employees of either the host agencies, the NCBA-SCSEP or the Department of Labor.

6. HOLIDAYS, ANNUAL LEAVE, AND SICK LEAVE

NCBA SCSEP does not offer paid sick or annual leave. However, the SCSEP participants will be allowed to make up time lost due to holidays as long as the time is made up in the same pay period as the holiday falls.

7. ABSENTEEISM

All SCSEP participants should notify their host agency supervisors as soon as they know that they are unable to report to their training sites on time or not coming in at all. In turn, the host agency supervisors should notify the NCBA State Offices immediately.

8. JURY DUTY

Participants who are called for jury duty services or required by court summons to attend court proceedings on any scheduled training day regarding matters in which the participants have no financial interest will receive their regular rate of pay minus the per diem fees paid by the court. **In order to receive their regular wages, they are required to attach evidence of service to their appropriate time sheets and must report all court fees received excluding mileage and other expenses to NCBA.**

9. TIME SHEETS AND PAY PERIODS

All SCSEP participants will receive their stipends for their training hours directly from NCBA-SCSEP. Therefore, all questions and concerns that the participants may bring to host agencies' attention concerning pay should be referred directly to the NCBA State Program Coordinators.

All SCSEP participants will be paid bi-weekly. Their wages are based on the higher of either the federal or the state hourly minimum wage rates. Participant timesheets should be received by the NCBA State offices via email, fax or delivery before 10:00 a.m. on the due date. In order to avoid delays in the SCSEP participants receiving their stipends, it is important to ensure the following:

- A. All time sheets are properly signed by the participants as well as the authorized agency representatives. Time sheets that are not signed by both parties will not be accepted. NCBA should provide the host agencies with a sufficient supply of time sheets and require that the host agencies retain copies of each participant's time sheet for record-keeping purposes.
- B. Ensure that all entries are correct and legible. Because time sheets are legal documents, the use of white-out to make any kind of corrections are prohibited.
- C. If it is necessary to change an entry on the time sheet, that entry must be crossed out by lines (preferably by an "X") and not blotted over with ink. Any replacement entries must be initialed and comments made in the comments column. All persons who previously signed the time sheet must be informed of the changes made. This procedure must also be followed when using a computer to prepare the time sheet.
- D. Since the SCSEP is designed to provide part time training in community service work settings, no overtime or volunteer hours should be reflected on time sheets at any time as participants are not allowed to train for either of those hours.
- E. Participants are not allowed to sign blank time sheets. All the pertinent information should be completely filled out before the participants and any other required persons sign the time sheets.
- F. Any illegal alteration of the participants' time sheets by any host agency personnel will be in violation of the host agency's commitment to the principles of the NCBA and the rules and regulations of the SCSEP and will be grounds for terminating the host agency agreement and the removal of the participants from the host agencies.

10. PHYSICAL EXAMINATIONS

All SCSEP participants (with the exception of those who requested a waiver) would have received physical examinations prior to the start of their assignments at the host agency sites. All participants will be certified as physically capable of performing the assigned tasks.

11. SAFETY

NCBA has a strict policy regarding the safety of all participants training at all host agency sites. Participants, who show signs of repeated physical ailments which may adversely affect their training performance, and therefore their safety, should be reported to the NCBA Program Coordinator by the Host Agency supervisor immediately for appropriate actions. Accordingly, NCBA staff persons will conduct annual safety checks at each host agency in order to determine that our seniors are training in safe environments. This will ensure that our seniors are not exposed to unreasonable risks that may affect their health, physical well being, or mental well-being. If unsafe conditions are found in the training areas, the Host Agencies will receive the specific information and will be asked to correct the hazard within a specified time frame. Failure to complete the corrections on time will result in termination of the Host Agency Agreement and reassignment of all the participants.

All SCSEP participants involved in home repair/weatherization, natural disaster clean-up and fix-up, carpentry or outdoor beautification and who are using equipment with cutting parts such as chain saws – must be provided with the necessary and sufficient protective gear that include, but are not limited to the following: hard hats, goggles, industrial gloves, knee pads, etc.

TO EMPHASIZE: ALL HOST AGENCIES MUST PROVIDE SAFE AND *HAZARD FREE TRAINING ENVIRONMENTS* TO ALL PARTICIPANTS WHO ARE TRAINING AT THEIR SITE, AND REPORT ALL PARTICIPANT RELATED ACCIDENTS THAT OCCUR AT THEIR SITE TO THE RESPECTIVE NCBA-SCSEP STATE OFFICE ON THE SAME DAY or WITHIN 24 HOURS OF THE OCCURRENCE OF THE ACCIDENT.

12. GENERAL LIABILITY INSURANCE COVERAGE FOR PARTICIPANTS

All participants assigned to host agencies are under the exclusive control and supervision of the authorized Host Agency representatives. Although NCBA is the “general trainer” of the participants, the host agencies are the “special trainer” and, therefore, liable for SCSEP participant’s negligence while on training. Host agencies are **required** to cover this contingency under their COMPREHENSIVE GENERAL LIABILITY INSURANCE POLICY.

13. HOST AGENCY VISITATION BY THE STATE SCSEP STAFF

Each Host Agency will be visited a minimum of twice each year by a representative of the SCSEP State office. The length of each visit will be determined by the topics to be discussed and are not be intended to be time consuming.

The Host Agency visitation may be for any one of the following reasons:

- A. A DOL monitoring;
- B. at the request of the host agency;
- C. to perform a safety check or host agency monitoring;
- D. to discuss new and innovative projects;
- E. to provide counseling and other supportive services to the participants, if required;
- F. to discuss current and future SCSEP activities as they relate to the host agencies; or
- G. to review the participant folders that all host agencies are required to maintain on each participant past and present.

14. **UNSUBSIDIZED PLACEMENT AT THE HOST AGENCY**

The one major purpose and goal of the SCSEP program is to help the participants enter into unsubsidized employment. We certainly hope that all host agencies will regard our participants as potential employees and do not view and treat the SCSEP participants as “**free help**”. When any SCSEP participant is found to be competent, trustworthy, and capable of contributing successfully to the host agency, we encourage the host agency to consider these participants for any job openings whenever they are available. This fulfills the SCSEP mission and provides us an opportunity to offer training to another participant.

15. **IN-KIND CONTRIBUTIONS**

NCBA requires an in-kind contribution from Host Agencies in which SCSEP participants are placed. In-kind contributions are calculated on a quarterly basis and constitute the (non-federal) cost of equipment, supplies, supervision, etc., provided by the host agency to assist the participant in successfully accomplishing the assigned duties and responsibilities according to the established job description. **Participants cannot remain in training at a host agency that has not timely submitted their annual host agency renewal agreements and letter of commitment. (In-Kind Contribution Packet Will Be Sent Along With This Manual)**

16. **PROJECT LIMITATION: SPECIAL LIMITATIONS ON PARTICIPANT PROJECTS**

The following constitute special limitations on SCSEP participant projects as outlined in the Federal regulations governing the operation of the program. Any violations of these limitations shall result in the immediate removal of the SCSEP participants from your agency:

- A. Participants may not be given keys to open or close any facility at their host agencies.

- B. SCSEP participants shall not be assigned to projects that benefit private profit-making organizations.
- C. No project or activity of participants shall involve partisan political activities in violation of Chapter 15 of Title V, United States Code. Some of the prohibited activities under this section include but are not limited to the following: the assignment of workers to take part in voter registration activities, collecting funds, making political speeches, assisting at political meetings, doorbell-ringing, and the distribution of political pamphlets in an effort to persuade others of any political views.
- D. No participant assignments may be made to local project sponsors that discriminate with respect to age, gender, race, religion, political affiliation or sexual preference.
- E. No participants may be involved in projects connected with the construction, rehabilitation, repair, painting, operation or maintenance of any facility used or to be used as a place for sectarian, religious worship or instruction.
- F. Projects may not be established that will result in the displacement of currently employed workers.

**In addition, violation of the following will be grounds for removal of the NCBA-SCSEP participants from the host agency:

- A. Failure to provide supervision to NCBA-SCSEP participants;
- B. changing of training site or training description without notifying the NCBA State Program Coordinator;
- C. failure to provide a training-site that is safe and does not expose the participant to unreasonable risk, including but not limited to, potential harm to health or body;
- D. failure to have participants' time sheets completed correctly, on time, and faxed or delivered to the local state NCBA office; or
- E. the inability to maintain an adequate liaison with the NCBA-SCSEP state office concerning the conditions of the training, potential job placement, and the progress of the participant(s) by means of telephone, fax, and email.

17. PARTICIPANT STANDARDS OF PERFORMANCE

All SCSEP participants who are placed in any host agency are paid by NCBA-SCSEP. The authority to enroll in the program and/or terminate from the program rests solely with the NCBA-SCSEP State Program Coordinator.

During the orientation period, all SCSEP participants have been informed of the expected standards of conduct. Host agencies may only dismiss, not fire, the SCSEP participants from their training sites. Upon dismissal of the participants from the training site, they must notify the

NCBA-SCSEP State Program Coordinator immediately and provide written documentation and explanation for the dismissal. Accordingly, the NCBA-SCSEP State Program Coordinator or their staff designee will schedule a meeting with the agency to resolve the matter whereby the outcome is mutually beneficial to all parties involved.

Violations by participants of the following standards of conduct shall be grounds for disciplinary action that may include removal of the participant from the host agency sites and even termination from the NCBA/SCSEP program. All violations by participants should be in writing and submitted to State Program Coordinator.

- A. Physical violence, fighting or assaulting individuals on the company's premises.
- B. Continued refusal to follow orders of supervisor during training hours.
- C. Reporting to the agency under the influence of intoxicating beverages or habit-forming drugs during training hours.
- D. Sleeping during training hours.
- E. Repeated failure of the SCSEP participant to be at their training site and ready to begin their training on time.
- F. Failure to report immediately all training-related accidents or personal on-the-job injury to worksite supervisor and the NCBA-SCSEP State office.
- G. Theft, fraud, and falsifying records
- H. Repeated violation of safety rules.

18. THOUGHTFUL MANAGEMENT PRINCIPLES FOR THE OLDER PERSONS

It is NCBA's strongest belief that the following principles provide an excellent procedural basis to guide the host agencies' supervision of our participants placed there. However, these principles alone are not sufficient to meet our goals and mission. The host agency should be sensitive to the level of job skills and employment readiness of our participants. The goal of NCBA and the host agency is to work together to implement ways of improving the resourcefulness, motivation, and willingness of our participants to both learn new skills and enhance existing skills. By following this practice, the participants and their communities will reap the benefits.

19. A SCSEP PARTICIPANT HAS A RIGHT TO:

- A. Be treated as a co-worker – not free help.
- B. A suitable assignment with consideration for personal preference, temperament, life experience, education and employment background.

- C. Know as much about the site as possible – its policies, its people and its programs.
- D. A training schedule and training description which accurately reflects the tasks and responsibilities of the training position with the right to participate in updating the training description periodically to accommodate changes in tasks and/or responsibilities.
- E. Timely training for the position – thoughtfully planned and effectively presented.
- F. Continued on-the-job training for greater responsibilities.
- G. A safe, designated place to train that will be conducive to good performance.
- H. Patient and thoughtful guidance from an informed and experienced supervisor.
- I. Diverse learning experiences.
- J. Consideration for permanent employment when vacancies occur in commensuration with the participant's capabilities and interests.
- K. Express and have their opinions heard regarding their training assignments.
- L. Recognition of experienced skills.

20. **THE RESPONSIBILITIES OF THE HOST AGENCIES ARE TO**

- A. Provide the materials and equipment necessary to perform assigned duties.
- B. Assure a consistent training assignment for NCBA-SCSEP participants so that they can improve on their existing skills and acquire new ones.
- C. Include participants in staff development opportunities.
- D. Give first consideration to employing participants when positions become available for which they are qualified or assist in facilitating entry into the competitive labor market.
- E. Keep the NCBA-SCSEP local staff informed of the participants' progress and any training-related problems, and complete evaluations as required.
- F. Verify and sign time sheets and assure that they are completed correctly and forwarded to the state office on time.
- G. Submit agency report of non-federal matching share quarterly. In-kind contributions represent the value of services and supervision provided to the participants or NCBA-SCSEP by the host agency. Title V of the Older Americans Act requires 10% matching share for the total project costs.

- H. The **IN-KIND CONTRIBUTIONS** claimed on the report must not have been supported directly from Federal dollars.
 - I. Provide training related orientation to the participants, maintain the participants' training descriptions and Individual Employment Plan (IEP) and notify NCBA-SCSEP of any changes in advance.
 - J. Adhere to the policies and procedures established in the handbook for participants and host agencies.
 - K. Provide available supportive services when possible and appropriate. Assure that participants do not train more than the hours authorized on the training schedule unless advised by NCBA to do so.
 - L. Permit participants to attend training sessions and job interviews during training hours. Proper advance notice should be given by the participants.
 - M. Assure that participants are not subject to discrimination based on race, age, color, religion, gender, national origin, handicap, political affiliation or sexual preference.
 - N. Assure that participants do not displace or replace paid employees.
 - O. Provide a safe and hazard free training environment to all participants, and report all accidents within 24 hours to NCBA-SCSEP state office.
 - P. Designate a supervisor to each participant and assure that the supervisor is not a member of the participant's immediate family.
-

****APPENDIX**

THE NATIONAL CAUCUS AND CENTER ON BLACK AGING, INC. AFFIRMATIVE ACTION POLICY

The National Caucus and Center on Black Aging, Inc., affirms that it has enacted an Affirmative Action Plan that addresses itself to the realization of a democratic employment policy. To achieve this goal, NCBA will affirmatively implement the letter and spirit of the objectives set forth in, but not limited to, the following laws, Executive Orders and Regulations:

1. Title VI of the Civil Rights Act of 1964 forbidding discrimination in federally-assisted programs.
2. Title VII of the Civil Rights Act of 1964 which forbids discrimination because of race, color, religion, sex, national origin, ancestry, marital status, age or disability in all employment practices including hiring, promotions, compensation and other terms, privileges and conditions of employment.
3. The Equal Pay Act of 1963 which covers all employees who are under the Fair Labor Standards Act. The Act forbids pay differential based on sex.
4. The Age Discrimination Act which prohibits discrimination because of age against anyone between the ages of 40 and 70.
5. Federal Executive Order 11373 which requires every agency receiving federal financial assistance to contain a clause against discrimination because of race, color, religion, sex, or national origin.
6. Rehabilitation Act of 1973 Section 504 which prohibits discrimination and ensures access to services for the handicapped.

7. Administration on Aging Program Instruction AoA PI-75 II which mandates all grantees to develop affirmative action plans. Agencies which are part of an "umbrella" agency shall develop and implement an Affirmative Action for the single organizational unit. Preference for hiring shall be given to qualified older persons (subject to requirements of merit employment systems).

The NCBA implements this policy in the following manner:

8. **RECRUITMENT** - All NCBA announcements reflect the fact that we are an equal opportunity employer. Notices of vacancies are sent to various associations representing people in various protected classes.
9. **TRAINING** - NCBA provides employees with opportunities to participate in outside training programs. In-house training is provided on an ongoing basis to elevate employees to higher positions. This training includes new career programs where persons 55 years of age and older are trained to enter new career fields. All employees are trained in Civil Rights requirements and the meaning of the 504 Act.

10. **PROMOTIONS** - All employees are informed of forthcoming promotions and job opportunities. All are given an equal chance to apply within an established time frame prior to outside recruitment.
11. **DISCIPLINE** - Any employee found to be inadequate in the performance of his or her duties is counseled and given an opportunity to meet the standards of the position. For those not meeting the standards, assistance is given in locating a position with other employers.
12. **CONTRACTING** - Preference is given to employers who have a labor force representative of the composition of the community labor market.
The overall goal of the National Caucus and Center on Black Aging is to ensure that its approximately 60-person administrative staff housed in 8 administrative offices across the United States to include the District of Columbia, its approximately 1100 low income senior participants who are in transition from subsidized to unsubsidized employment in the regular job market, and the residents in its 5 housing projects are completely aware of NCBA's commitment to ensure non-discrimination in the areas of race, color, creed, religion, national origin, ancestry, sex, marital status, handicap and age in its workforce.

This policy is evaluated annually to measure its compliance in advocating Equal Employment Opportunity.

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

DATE: NOVEMBER 15, 2016

ITEM: 2ND Public Hearing and Adoption of Resolution 16-33 for FFY2016 CDBG Application Submission

1. PLACED ON AGENDA BY:

J. MICHAEL FULLER, CITY MANAGER

AND

DENNIS DINGMAN, SUMMIT PROFESSIONAL SERVICES, INC.

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)

This is the 2nd Public Hearing for the CDBG Application process and requires adoption of a Resolution enabling the Mayor to sign the Application for submission to the Florida Department of Economic Opportunity for state approval.

ATTACHMENT(S):

- RESOLUTION NO. 16-33

5. REQUESTED MOTION/ACTION: Hold 2nd Public Hearing with Commission approval of Resolution No. 16-33 for submission of the CDBG Application.

RESOLUTION NO. 16-33

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CALLAWAY, FLORIDA, AUTHORIZING THE MAYOR OR MAYOR PRO-TEM TO MAKE APPLICATION TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY FOR APPROVAL OF THE CITY'S COMMUNITY DEVELOPMENT BLOCK GRANT, AND TO ADOPT THE CITY'S COMPREHENSIVE PLAN AS ITS COMMUNITY DEVELOPMENT PLAN, PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

WHEREAS, the City of Callaway is experiencing a need for physical improvements to benefit low-to-moderate income persons;

NOW THEREFORE, be it resolved by the City Commission of the City of Callaway, Florida, in regular session assembled,

SECTION 1. That the Community Development Block Grant (CDBG) program is declared to be a workable program for providing needed physical improvements to benefit low-to-moderate income persons indicated in the proposed 2016 CDBG application.

SECTION 2. The City Commission hereby directs the Mayor or the Mayor Pro-Tem to sign all necessary certifications of the Community Development Block Grant application and to execute and submit the attached application to the Florida Department of Economic Opportunity for state approval.

SECTION 3. That the Mayor or Mayor Pro-Temp, in his absence, is authorized and directed to submit additional information in a timely manner as may be required by the Florida Department of Economic Opportunity.

SECTION 4. The proposed CDBG application is consistent with the local comprehensive plan and the City's comprehensive plan is hereby adopted as the City's Community Development Plan.

SECTION 5. That this Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED this 15th day of November, 2016, by the CALLAWAY CITY COMMISSION meeting in regular session.

CITY OF CALLAWAY, FLORIDA

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

By: _____
Bob Pelletier, Mayor

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

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

Kevin D. Obos, City Attorney



DRAFT

Florida Small Cities Community Development Block Grant (CDBG)

Application for Funding

Applicant: _____ City of Callaway _____
 (Name of Local Government)

- Commercial Revitalization Housing Rehabilitation
 Neighborhood Revitalization Economic Development

Federal Fiscal Year **2016**

Application Due Date: _____, **2017**

Mailing Address: Department of Economic Opportunity
 Bureau of Community Revitalization
 107 East Madison Street – MSC 400
 Tallahassee, Florida 32399-6508

Telephone: (850) 717-8405
 Fax: (850) 922-5609
 Web: <http://www.floridajobs.org/SmallCitiesCDBG>

Contents

Left click on the appropriate check boxes to indicate which parts of the application form are included in this application package.

- Part 1 – General Information
- Part 2 – Application Profile and General Scoring Criteria (Required)
- Part 3 – Sources and Uses of Non-CDBG Funds
- Part 4 – Commercial Revitalization
- Part 5 – Economic Development
- Part 6 – Housing Rehabilitation
- Part 7 – Neighborhood Revitalization
- Part 8 – Certification and Score Summary (Required)
- Part 9 – Supporting Documentation (Required)
 - Appendix A: Maps (Required)
 - Appendix B: Local Governing Body's Resolutions for Signature Delegation and Application Submission (Required)
 - Appendix C: Comprehensive Plan Documents (Required)
 - Appendix D: Public Hearing/CATF Meeting Documentation (Required)
 - Appendix E: Leverage Documentation
 - Appendix F: Grant Application Preparation Cost Documentation
 - Appendix G: Readiness to Proceed Documentation
 - Appendix H: VLI/LMI Worksheets and Survey Documentation or Census Data and Maps
 - Appendix I: Documentation Related to Health and Safety Impact Score
 - Appendix J: Joint Agreements/Contingency Funding Documentation/Interlocal Agreements
 - Appendix K: Housing Assistance Plan (Required for all Housing Rehabilitation Applications)
 - Appendix L: Historic Preservation Documents
 - Appendix M: Special Designation Documentation
 - Appendix N: Documentation for Economic Development Applications
 - Appendix O: Documentation for Other Community Development Activities Score (Commercial Revitalization)
 - Appendix P: Documentation for Demolition of Vacant Dilapidated Structures (Commercial Revitalization)
 - Appendix Q: Local Government Minority Contracting and Fair Housing Score Documentation
 - Appendix R:

Part 1 – General Information

Introduction

In 1974, Congress passed the Housing and Community Development Act, Title I, and created the Community Development Block Grant (CDBG) program. The CDBG program, funded by the U.S. Department of Housing and Urban Development (HUD), consists of an *entitlement program* that provides funds to urban areas and a *non-entitlement program* that provides funds to the states to award to smaller, mostly rural communities.

The Florida's Small Cities CDBG Program is administered by the Florida Department of Economic Opportunity (Department). Funding is awarded on a competitive basis. The scoring criteria are contained in this application form.

Cities with a population under 50,000, and counties with an unincorporated population under 200,000, are eligible to participate in the Florida Small Cities CDBG Program, unless they have accepted *special entitlement status* or have opted to join an *urban entitlement program*. A list of eligible communities is posted to the Department's website annually. Categories of funding include:

- Commercial Revitalization (CR)
- Economic Development (ED)
- Housing Rehabilitation (HR)
- Neighborhood Revitalization (NR)

Overall, at least 70% of the state's funding must benefit low- and moderate-income persons. Activities undertaken with CDBG funds must meet one of the following national objectives and each annual action plan developed by the Department will identify which national objective(s) will be funded from the annual federal allocation:

- Benefit low- and moderate-income persons
- Aid in the prevention or elimination of slum or blight
- Meet urgent community development needs

Pre-Application Activities

Local governments should review the Small Cities CDBG Program's administrative rule, Chapter 73C-23, Florida Administrative Code, and this application form to understand what activities must take place prior to the submission of an application and the scoring criteria for the application. For example, local governments must conduct two public hearings prior to submitting applications and may need to conduct surveys to document that at least 51% of the proposed beneficiaries are low- and moderate-income persons.

Notice of Application Cycle and Deadline for Submission

The Department publishes a Notice of Funding Availability (NOFA) in the Florida Administrative Register. The notice is published at least 30 days prior to the opening of the application cycle and is posted to the Department's website at <http://www.floridajobs.org/community-planning-and-development/assistance-for-governments-and-organizations/florida-small-cities-community-development-block-grant-program>. The notice states the start and end dates of the application cycle.

Two copies of each application (at least one of which must have original signatures) must be received by the Department by 5:00 p.m., Eastern Time on the deadline date stated in the NOFA. The second copy of the application can be submitted as an electronic file. Applications shall be submitted to:

Florida Small Cities CDBG Program
Department of Economic Opportunity
107 East Madison Street – MSC 400
Tallahassee, Florida 32399-6508

Applications can be hand-delivered to the CDBG Office – Caldwell Building, 107 East Madison Street, Tallahassee, Florida. The applications must be received and date stamped by 5:00 p.m. Eastern time on the deadline date stated in the NOFA.

By the application deadline, one copy of the materials listed below must be sent to the Regional Planning Council that serves the applicant.

1. Part 2 - Application Profile and General Scoring Criteria
2. Part 9 - Forms and Supporting Documentation – Appendix A: Maps

Application Format and Application Submission

The application is divided into nine parts. A local government must complete the parts of the application that relate to the activities for which it is requesting funds. Do not submit the entire application. Submit only those parts required for all applications and the part specifically related to the category (Commercial Revitalization, Economic Development, Housing Rehabilitation, or Neighborhood Revitalization) for which funds are being requested.

- All applicants must complete the cover section and Parts 2, 8, and 9. Only the relevant appendices from Part 9 should be submitted with the application.
- Part 3 must be submitted by all applicants that are requesting points for non-CDBG funds that will be used on the project.
- Parts 4, 5, 6, and 7 pertain to individual funding categories. Submit the appropriate part for the category of funds being requested.

Part 2 – Application Profile and General Scoring Criteria
Application Profile
Table G-1

Local Government Contact Information:

Local Government Name: City of Callaway			
Street Address: 6601 E. Highway 22			
Mailing Address (if different):			
City: Callaway	Zip Code: 32404	County: Bay	
Main Telephone: (850) 871-6000	Main Facsimile: (850) 871-2444	Federal ID Number: 59-1005908	
DUNS Number: 147760888			
Local Government's Name in DUNS: Callaway, City of			

Chief Elected Official: Robert Pelletier	Title: Mayor
Telephone: (850) 871-6000	Facsimile: (850) 871-2444
E-mail Address: mayorpelletier@cityofcallaway.com	

Local Government Financial Officer: Janice Peters	Title: City Clerk
Telephone: (850) 215-6694	Facsimile: (850) 871-2444
E-mail Address: jpeters@cityofcallaway.com	

Local Government Project Contact: Michael Fuller	Title: City Manager
Street Address: 6601 E. Highway 22	
City: Callaway	Zip Code: 32404
Direct Telephone: (850) 215-6691	Facsimile: (850) 871-2444
E-mail Address: mfuller@cityofcallaway.com	

Application Profile – Table G-1 (Continued)

Application Preparer Information	
Preparer's Name: Dennis Dingman	Organization Preparing Application: <input type="checkbox"/> Local Government <input checked="" type="checkbox"/> Private Company <input type="checkbox"/> RPC
Street Address: 97 Hombre Circle (PO Box 18168)	
City: Panama City Beach	State: FL Zip Code: 32407
Telephone: 877-309-1951, Ext. 11	Facsimile: (877) 309-1951
E-mail Address: dennis.dingman@summitpros.com	

Consultant Information	
Consultant's Name: Summit Professional Services, Inc.	<input checked="" type="checkbox"/> Private Company <input type="checkbox"/> RPC
Street Address: PO Box 18168	
City: Panama City Beach	State: FL Zip Code: 32417
Telephone: (877) 309-1951	E-mail Address: dennis.dingman@summitpros.com

Demographics		
U.S. Congressional District Number: 2	Florida Senate District Number: 1	Florida House District Number: 6
Service Area Census Tract(s) and Block Group(s): Census Tract: 09725, Block Groups 8.03; 8.04; 8.05;8.06; 5		

Application Type: Indicate the application category. A completed application must include the appropriate section as listed below.	
<input type="checkbox"/> Commercial Revitalization (Part 4)	<input type="checkbox"/> Economic Development (Part 5)
<input checked="" type="checkbox"/> Housing Rehabilitation (Part 6)	<input type="checkbox"/> Neighborhood Revitalization (Part 7)

Application Profile – Table G-1 (Continued)

Funding for Planning and Design: You must check the Planning and Design Funding – Neighborhood Revitalization box if you want to be considered for funding. (The maximum funding for Planning and Design is \$70,000. In addition to the total funding needed for planning and design, the dollar amounts needed for basic engineering, additional engineering and administration must be shown below.)

Planning and Design Funding – Neighborhood Revitalization

If you will accept funding for Planning and Design, indicate the total amount being requested: \$

Basic Engineering \$	Additional Engineering \$	Administration \$
----------------------	---------------------------	-------------------

Citizen Participation – Public Hearings
Documentation of the citizen participation activities must be included in Appendix D of Part 9.

List the date that the public notice for the first public hearing was published: 10/18/2016	List the date when the first public hearing was held: 10/25/2016
List the date that the public notice for the second public hearing was published: 11/08/2016	List the date when the second public hearing was held: 11/15/2016

Subgrant Funding Request:
The maximum funding request for Neighborhood Revitalization, Commercial Revitalization and Housing Rehabilitation subgrants is based on the jurisdiction's LMI population as determined by HUD. Please see the table below. The maximum subgrant funding request for Economic Development subgrants is \$1,500,000, and the cost per job created must be less than \$35,000. At the bottom of the left column, enter the actual LMI population. (Data available on CDBG website.) At the bottom of the right column, enter the actual subgrant amount being requested.

LMI Population	Maximum Subgrant Request
1 – 499	\$600,000.00
500 – 1,249	\$650,000.00
1,250 – 3,999	\$700,000.00
4,000 – and above	\$750,000.00
Local Government's LMI Population: 5,200	Subgrant Funds Being Requested: \$750,000

**Application Profile
Table G-1 (Continued)**

Answer the following questions by clicking on the correct check box.		Yes	No
Historic Preservation Will the project impact a building, public improvement or planned open space that is 50 or more years old? If yes, documentation must be provided in Appendix L of Part 9. (See instructions.)		<input type="checkbox"/>	<input checked="" type="checkbox"/>
Interlocal Agreement Will project activities require an interlocal agreement? If yes, the interlocal agreement(s) must be provided in Appendix J of Part 9. (See instructions.)		<input type="checkbox"/>	<input checked="" type="checkbox"/>
State of Financial Emergency Is the local government currently identified as being in a State of Financial Emergency pursuant to Section 218.50 – 218.504, Florida Statutes? Check at http://www.leg.state.fl.us/cgi-bin/View_Page.pl?File=financial-emergencies.cfm&Directory=committees/joint/Jcla/&Tab=committees		<input type="checkbox"/>	<input checked="" type="checkbox"/>
Grant Preparation Costs The applicant may request subgrant funds for the cost of application preparation. See instructions if funds are requested. Does the applicant wish to request subgrant funds for the cost of application preparation? If yes, documentation must be included in Appendix F of Part 9. Amount: \$ _____		<input type="checkbox"/>	<input checked="" type="checkbox"/>
National Flood Insurance Program Is the applicant currently participating in the National Flood Insurance Program?		<input checked="" type="checkbox"/>	<input type="checkbox"/>

Project Narrative — G-2

According to the Florida Housing Data Clearinghouse, 30% of the elderly Callaway population spends more than 30% of their income on housing. This leaves this group of people with few resources available to them to use for home repairs, when needed.

The City of Callaway is requesting \$750,000 in CDBG Housing Rehabilitation grant funding to assist residents throughout the City's jurisdiction with necessary housing repairs. Necessary repairs may be provided in the form of renovation of existing housing units or construction of a portion of or the entire housing unit. At a minimum, 11 LMI housing units will be rehabilitated and brought into compliance with the adopted housing code. Of these 11 LMI housing units, three homes will be addressed whose occupants qualify as "low income" (households whose income does not exceed 50% of median for Bay County); and another two homes will be addressed whose occupants qualify as "very low income" (households whose income does not exceed 30% of median for Bay County).

In addition to assistance with housing repairs, temporary relocation assistance will be provided to residents who will be unable to remain in the home during construction, as needed. Currently the grant application is budgeting \$622,500 for housing rehabilitation/replacement, \$15,000 for temporary relocation, and \$112,500 for administration costs. Only households that are low to moderate income are eligible to participate in the project; this ensures that the project meets a national objective.

The City has committed \$50,000 of its local general revenue funds for Housing Rehab/Demolition/Replacement activities for low to moderate income households. The \$50,000 committed as leverage will be spent after the CDBG Site Visit and before administrative closeout of the CDBG grant.

The City participates in the National Flood Insurance Program and contractors will be required to ensure that appropriate elevations are attained on any homes rehabilitated with CDBG funds.

General Scoring Criteria — Table G-3

<p>1. Community-Wide Needs Score (CWNS) The CWNS for each non-entitlement local government is posted on the Department's website at: http://www.floridajobs.org/community-planning-and-development/assistance-for-governments-and-organizations/florida-small-cities-community-development-block-grant-program/downloads-and-information-for-applicants (Transfer this score to line 1. of the Application Scoring Summary page – Part 8, page 4.)</p>	<p>Score: 80.30</p>
<p>2. Special Designation Score Check all applicable designations below and enter a score of 20 points if all CDBG activities will be conducted within any of the boundaries of the special designation areas checked. Documentation must be included in Appendix M of Part 9. (See instructions.) (Transfer this score to line 3a. of the Application Scoring Summary page.)</p>	<p>Score: 0</p>
<p><input type="checkbox"/> Rural Area of Opportunity (RAO)</p>	<p><input type="checkbox"/> Rural Community as defined by §288.0656, F.S.</p>
<p><input type="checkbox"/> Area of Critical State Concern pursuant to §380.05, F.S.</p>	<p><input type="checkbox"/> Florida Enterprise Zone pursuant to §290.0065, F.S.</p>
<p>3. Grant History Score: If the applicant has not had an open CDBG contract in the NR, CR, or HR categories within five years of application deadline, claim 100 points. (Transfer this score to line 3b. of the Application Scoring Summary page.)</p>	<p>Score: 0</p>
<p>4. CATF Score: The applicant can score a maximum of 10 points if it has appointed a Citizen Advisory Task Force (CATF) to provide input on all phases of the Small Cities CDBG Program process and the CATF met to discuss community needs and make recommendations to the local governing body before the application was drafted. The task force must be comprised of residents of the applying jurisdiction, and at least 51% of the members must be from LMI households. None of the members can be an elected official of the jurisdiction, and only one member can be an employee of the applicant. The CATF shall have at least five members, and at least 51% members must participate in the meeting to claim CATF points. Documentation must be included in Appendix D of Part 9. (See instructions.)</p>	<p>Score: 10</p>
<p>4a. If the CATF met before the first public hearing was conducted and before a draft application was developed to discuss community needs and make recommendations to the local governing body as to the program area and activities that should be considered when drafting a Small Cities CDBG application, score 10 points, or</p>	<p>Score: 10</p>
<p>4b. If the CATF met before the notice for the second public hearing was published and before a draft application was finalized to make recommendations to the local governing body as to the program area and activities that should be included in its Small Cities CDBG application, score 5 points. (Transfer this score to line 3c. of the Application Scoring Summary page.)</p>	<p>Score: 5</p>
<p>If applicable, list the date that the public notice for the CATF meeting was published: 10/18/2016</p>	<p>If applicable, list the date when the CATF meeting was held: 10/25/2016</p>

General Scoring Criteria — Table G-3 (Continued)

5. Outstanding Performance in Equal Employment Opportunity (EEO)			
M/WBE Contracting: The applicant may claim up to 20 points for achievement in Minority-/Women-Owned Business Enterprises (M/WBE) contracting in the most recent Small Cities CDBG subgrant that was administratively closed not more than four years before application deadline date. Review the M/WBE reports submitted to DCA/DEO for that subgrant and enter a score based on the achievement reported.			
Most Recent Administratively Closed Small Cities CDBG Contract Number:		11DB-L4-01-13-02-H02	
\$Amount Awarded to M/WBE firms	÷	Total Prime Contracts Amount	X 100 =
M/WBE %		Points	
0.0 – 4.99%		0	
5.0 – 14.99%		5	
15.0 – 19.99%		10	
20.0 – 24.99%		15	
25.00%+		20	
If the applicant has not administratively closed a Small Cities CDBG subgrant within four years of the application deadline date, score 5 points.			
Local Government Minority Employment: The applicant may claim up to 60 points for meeting minority employment goals. Complete the table below to calculate the applicant's percentage of minority employees. See instructions for calculations.			
Number of Permanent Full-time Equivalent Minority Applicant Employees	÷	Number of Permanent Full-time Equivalent Applicant Employees	=
10		69	
		Applicant's Percentage of Minority Employees	
		14.49%	
Enter percentage of minorities in the applicant's county: 17.4%			
If the "Prorated 60 Points Score" is claimed, complete the following equation:			
Applicant's Percentage of Minority Employees	÷	Percentage of Minorities in Applicant's County	=
14.49		17.4	
		Applicant's Percentage of Minority Employees	X 60 =
		83.28	
		Points Claimed	
		49.97	

If the applicant has three or less employees, 40 points may be claimed.

5b. Local Government Minority Employment Score (60 Points Maximum):	<u>48.57</u>	
6. Outstanding Performance in Fair Housing		
The applicant may claim five points for adopting a Fair Housing Ordinance prior to the application deadline and five points for conducting a Fair Housing workshop in the 12 months prior to the application deadline. See instructions for guidelines and documentation requirements.		
	Date	Score
6a. Date Fair Housing Ordinance Adopted:	<u>07/26/2016</u>	<u>5</u>
6b. Date of Fair Housing Workshop:	<u>10/25/2016</u>	<u>5</u>
6c. Total Fair Housing (6a+6b) Score (10 Points Maximum):		<u>10</u>

Outstanding Performance in EEO and Fair Housing (5a+5b+6c) Score: 64.97
(Transfer this score to line 2. on the Application Scoring Summary page – Part 8, page 4.)
(90 points maximum)

Part 3 – Sources and Uses of Non-CDBG Funds
Private, Participating Party, Public Leverage from Non-Local and Local Funding Sources
Table L-1

Activity #	Source	Amount Claimed for Scoring	Amount Not Claimed for Scoring	Type (Participating Party, Loan, Grant, Local Government Funds, Donated Land, or Other Leverage)
14A	City of Callaway	\$50,000	\$	Local Government Funds
		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	
	Totals	\$50,000	\$	
	Total Funds Claimed for Leverage Scoring	\$50,000		

Use the preceding totals to compute the number of points you are claiming for leverage scoring on the next page.

Leverage Score Summary

<p>Leverage Points Calculation for NR, CR, and HR Communities with a LMI Population of 1,249 or Less</p> <p>\$ _____ ÷ \$1,000 = _____ Points (25 Points Maximum)</p>
<p>Leverage Points Calculation for NR, CR, and HR Communities with a LMI Population of 1,250 or More</p> <p>\$50,000 _____ ÷ \$2,000 = 25 _____ Points (25 Points Maximum)</p>
<p>Leverage Points Calculation for ED</p> <p>\$ _____ ÷ \$10,000 = _____ Points (125 Points Maximum)</p>

Leverage Score: 25

(Transfer this score to line 3d. on the Application Scoring Summary page in Part 8.
25 Points Maximum for NR, HR, and CR. 125 Points Maximum for ED.)

Part 6 – Housing Rehabilitation
Category Impact
CDBG Funds and Activity Goals Score — Table H-1

Activity #	A Activity Name	B Enter CDBG Activity \$	C % of CDBG Project Cost (B ÷ 1)	D Goal Points	E Activity Goal Score (C x D)	F # of Housing Units To be Addressed by Activity
01	Acquisition (in support of)	\$	%	*		
01	Acquisition in 100 Year Floodplain	\$	%	75		
04	Clearance	\$	%	35		
15	Code Enforcement	\$	%	45		
04A	Demolition (without subsequent construction)	\$	%	50		
16A	Historic Preservation - Residential	\$	%	35		
14A	Housing Rehab/Demolition/Replacement	\$622,500	97.65%	75	73.24	11
08	Permanent Relocation as a part of Hazard Mitigation	\$	%	75		
08	Permanent Relocation – Other	\$	%	50		
14A	Potable Well Installation**	\$	%	70		
14A	Removal of Housing Architectural Barriers	\$	%	75		
14A	Septic System Installation**	\$	%	70		
14A	Sewer Hookups**	\$	%	70		
08	Temporary Relocation	\$15,000	2.35%	75	1.76	11
14A	Utility Hookups, Other**	\$	%	60		
14A	Water Hookups**	\$	%	70		
1. Add Column B to get the CDBG Project Cost		\$637,500				Total Unduplicated Number of Housing Units to be Addressed By All Activities 11
2. Enter CDBG Administrative Funds (Maximum of 15% of Total CDBG Funds Requested)		\$112,500				
3. Add 1 and 2 for Total CDBG Funds Requested		\$750,000				

4. Add Column E to get the Total Activity Goal Score: 75 (75 Points Maximum)

* Goal points for this activity are same as the activity supported by the acquisition.
** Use only if no housing rehabilitation is required. Otherwise, treat as complementary activity to housing rehabilitation activity.

Low Income and Very Low Income Beneficiary Impact Score

Option 1: Housing Rehabilitation (Housing Rehab/Demolition/Replacement)	
5a. Number of homes to be addressed whose occupants qualify as "low income:" (Note: "low income" (LI) means the household income is between 30.01% - 50% of median income for your county)	
"Low income" beneficiary impact points: 3 homes X 50 = <u>150</u> points (150 Points Maximum)	
5b. Number of homes to be addressed whose occupants qualify as "very low income:" (Note: "very low income" (VLI) means the household income does not exceed 30% of median income for your county) 1 home: score = 55 points; 2 homes: score = 85 points:	
"Very low income" beneficiary impact points: 2 home(s) = <u>85</u> points (85 Points Maximum)	
Option 2: Hookups Only (Sewer, Water or Other Utility)	
5c. Number of households to be hooked up whose occupants qualify as "low income:"	
"Low income" beneficiary impact points: homes X 7 = points (175 Points Maximum)	
5d. Number of households to be hooked up whose occupants qualify as "very low income:"	
"Very low income" beneficiary impact points: home(s) X 6 = points (60 Points Maximum)	
5e. Total "Low Income" and "Very Low Income" Beneficiary Impact Score (5a+5b) or (5c+5d): <u>235</u> (235 Points Maximum)	

Average CDBG Cost per LMI Housing Unit

6a. Use the CDBG Funds and Activity Goal Score Spreadsheet to calculate the average CDBG LMI housing unit cost:

<u> </u> CDBG Project Cost	÷	<u> </u> Total Number of LMI Housing Units	=	<u> </u> Average CDBG LMI Housing Unit Cost
\$637,500		11		\$59,500

Enter the appropriate score from the chart below on line 6b.

Option 1. Rehab - Average CDBG Cost Per LMI HU	Score	Option 2. Hookups - Average CDBG Cost Per LMI HU	Score
Less than \$62,250	120	Less than \$2,200	100
\$62,250 to \$65,000	105	\$2,200 to \$3,099	80
\$65,000 to \$66,999	90	\$3,100 to \$3,999	60
\$67,000 to \$68,999	75	\$4,000 to \$4,899	40
\$69,000 to \$70,999	60	\$4,900 and above	20
\$71,000 to \$72,999	45		
\$73,000 to \$74,999	30		
\$75,000 to \$76,999	15		
\$77,000 to \$77,999	0		
\$78,000 to \$78,999	-50		
\$79,000 and above	-100		

6b. Average CDBG Cost per LMI Housing Unit Score: 120

“Green” Rehabilitation Standards

7a. If the Housing Assistance Plan (HAP) requires all the minimum “green” standards identified in the instructions, score **45 points: 45**

7b. If the HAP requires all the supplemental “green” standards identified in the instructions, score **30 points: 30**

7c. “Green” Rehabilitation Standards (7a + 7b) Score: 75

Category Summary Score (4+5e+6b+7c=): 505

**(Transfer this score to line 3e. in the HR column on the Application Scoring Summary page – Part 8, page 4.)
(Cannot exceed 505 points.)**

Part 8 – Certification and Score Summary

I, the undersigned chief elected official or authorized representative of the Applicant, certify that, to the best of my knowledge, this Florida Small Cities Community Development Block Grant Application for Funding was prepared in accordance with state and federal rules and regulations, contains information that is true and correct, and has been approved by the local governing body.

I also certify that the Applicant:

1. Has met all citizen participation requirements contained in Chapter 73C-23, Florida Administrative Code:
 - Following public notice, hearings were conducted by a member of the local governing body or a duly authorized employee;
 - The first public hearing was conducted to obtain citizen views about community development needs and potential uses of CDBG funding;
 - The notice for the second public hearing was published following the first public hearing. The notice included a summary of the activities that would be conducted with CDBG funds, the specific locations where those activities would take place, a line item budget, and the time and place where a copy of the draft application would be available for review; and
 - A second public hearing was conducted to obtain citizen comments on the CDBG application prior to submission.
2. Has properly conducted surveys of service areas to document LMI benefit, if applicable.
3. Will not attempt to recover, through special assessments, capital costs of public improvements funded in whole or in part with CDBG funds.
4. Will ensure that upon completion of housing structures addressed with CDBG funds, each housing structure will meet the local housing code.
5. Will administer the subgrant in conformity with the Civil Rights Act of 1964 and the Fair Housing Act.
6. Will affirmatively further fair housing and undertake one fair housing activity each quarter.
7. Has adopted or will adopt a Community Development Plan or has adopted the Local Comprehensive Plan as its Community Development Plan.
8. Will adopt an Anti-Displacement and Relocation Policy and will minimize the displacement of persons.
9. Has presented accurate information and has documentation on file and readily accessible to the Department of Economic Opportunity.
10. Has authorized the submission of this application by vote of the local governing body.
11. Will adopt a CDBG Procurement Policy that conforms to 2 CFR 200.317 – 200.326, Sections 255.0525 and 287.055, Florida Statutes, and Rule 73C-23.0051(3), Florida Administrative Code.
12. Has implemented a financial management system that complies with Section 218.33, Florida Statutes, and 2 CFR 200.302.
13. Will complete a self-evaluation of its facilities related to the Americans with Disabilities Act and adopt a Transition Plan, if applicable.
14. Will meet a National Objective for each funded activity other than administration and engineering prior to the administrative closeout of the subgrant.

Signature of Chief Elected Official or Designee
Signature: _____
Typed Name and Title: Robert Pelletier, Mayor
Date:
If signed by a person other than the chief elected official, a copy of the resolution authorizing the person to sign the application must be included in Appendix B.

Signature of Application Preparer if not an employee of the Local Government
Signature: _____
Typed Name and Title: Dennis Dingman, Vice President
Name of Firm or Agency: Summit Professional Services, Inc.

Failure of the Chief Elected Officer or designated person to properly sign the application by the deadline, or failure to include a copy of the ordinance or resolution of the governing body authorizing another individual to sign the application, will result in a 50-point penalty being assessed against the application that cannot be eliminated during the completeness process.

Application Scoring Summary

This form is the Applicant's evaluation of the application score. Use the "scores" identified in the application to complete this form when you have finished filling out the application. Enter the scores or other information in the appropriate columns. When all of the scores have been transferred to this form, add the scores and enter the total.

Applicant Name: City of Callaway		(For DEO Use Only) Application Number: _____									
Enter Type of Application:	<input type="checkbox"/> Commercial Revitalization <input checked="" type="checkbox"/> Housing Rehabilitation		<input type="checkbox"/> Economic Development <input type="checkbox"/> Neighborhood Revitalization			Part	Page	CR	ED	HR	NR
	Title/Score	CR	ED	HR	NR						
1. Community-Wide Needs Score (250 Points Maximum)										80.30	
2. Outstanding Performance in Equal Employment Opportunity and Fair Housing (90 points maximum)										64.97	
3. Program Impact:											
3a. Special Designation Score (20 Points Maximum)										0	
3b. Grant History Score (100 Points Maximum)										0	
3c. CATF Score (10 Points Maximum)										10.00	
3d. Leverage (25 Points Maximum for CR, NR and HR) (125 Points Maximum for ED)										25.00	
3e. Category Summary Score										505.00	
3f. Total Program Impact Score (3a+3b+3c+3d+3e) (660 Points Maximum)										540.00	
4. Total Application Score (1+2+3f) (1000 Points Maximum)										685.27	
Less Penalties Assessed (For DEO Use Only)											
Final Score (For DEO Use Only)											

Part 9 –Supporting Documentation

Place all supporting documentation in this section. Separate the documents with a titled tab or titled colored paper. Include only those appendices that are required for the application.

Appendix	Title
A	Maps (Required)
B	Local Governing Body's Resolutions for Signature Delegation and Application Submission (Required)
C	Comprehensive Plan Documents (Required)
D	Public Hearing/CATF Documentation (Required)
E	Leverage Documentation
F	Grant Application Preparation Cost Documentation
G	Readiness to Proceed Documentation
H	VLI/LMI Worksheets and Survey Documentation or Census Data and Maps
I	Documentation Related to Health and Safety Impact Score
J	Joint Agreements, Contingency Funding Documentation and/or Interlocal Agreements
K	Housing Assistance Plan (Required for all Housing Rehabilitation Applications)
L	Historic Preservation Documents
M	Special Designation Documentation
N	Documentation for Economic Development Applications
O	Documentation for Other Community Development Activities Score (Commercial Revitalization)
P	Documentation for Demolition of Vacant Dilapidated Structures (Commercial Revitalization)
Q	Local Government Minority Contracting and Fair Housing Score Documentation
R	

Appendix A
Maps
Jurisdiction and
100-Year Flood Prone
(Required)

Appendix B

Local Governing Body's Resolution for Signature Designation and Application Submission (Required)

Appendix C
Comprehensive Plan Documents
(Required)

Appendix D

Public Hearing/CATF Documentation (Required)

Appendix E

Leverage Documentation

Appendix K

Housing Assistance Plan
(Required for all Housing Rehabilitation Applications)

Appendix Q

Local Government Minority Contracting and Fair Housing Score Documentation

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

DATE: NOVEMBER 15, 2016

ITEM: Resolution No. 16-34 – Requesting the Legislature Protect Funding for North FL Water Resources

1. PLACED ON AGENDA BY:

J. Michael Fuller, City Manager

2. AGENDA:

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

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

N/A

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

The Northwest Florida League of Cities is encouraging all member cities to adopt a resolution calling on the Florida Legislature to protect funding for North Florida’s water resources. Since the passage of Amendment 1 in 2014 (establishing the Land Acquisition Trust Fund), there have been proposals to apportion billions of these dollars to South Florida. The Northwest Florida League of Cities and their partner, Stand Up North Florida (see attached letter), are seeking help to bring attention to the upcoming legislative proposal during 2017 Legislative Session and to fairly allocate conservation funds throughout the entire state, not just South Florida.

Specifically, the resolution urges the Legislature and Cabinet to dedicate conservation funds allocated through the Land Acquisition Trust Fund each year for water conservation projects in the environmentally sensitive areas of North and Central Florida. It also request that the Legislature and Cabinet oppose any proposal to use state conservation funds to purchase farm lands south of Lake Okeechobee for water storage.

ATTACHMENT:

- Resolution No. 16-34
- Stand Up North Florida Information

5. REQUESTED MOTION/ACTION:

It is recommended that City Commission approve Resolution No. 16-34 and forward forthwith to Florida Legislature and Cabinet.

RESOLUTION NO. 16-34

A RESOLUTION OF THE CITY OF CALLAWAY, FLORIDA URGING THE FLORIDA LEGISLATURE AND CABINET TO DEDICATE CONSERVATION FUNDS FOR WATER CONSERVATION PROJECTS IN THE ENVIRONMENTALLY SENSITIVE AREAS OF NORTH AND CENTRAL FLORIDA, AND OPPOSE ANY EFFORTS TO USE STATE CONSERVATION FUNDS TO PURCHASE FARM LANDS SOUTH OF LAKE OKEECHOBEE FOR WATER STORAGE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Water and Land Conservation Amendment was passed favorably by seventy-five percent of Florida voters, providing a guaranteed revenue source of conservation funds for the purpose protecting all of Florida's vital water resources¹; and

WHEREAS, with forty percent of Florida's acreage covered by water, including more than 1,000 natural springs, 27,561 miles of rivers and streams, and 1.6 million acres of lakes, reservoirs and ponds,² Florida's water is one of its most unique and important features; and

WHEREAS, the Florida Department of Environmental Protection has found that eighty percent of Florida's lakes and seventy percent of Florida's springs are considered "impaired" by excessive levels of nutrients like nitrogen and phosphorus;³ and

WHEREAS, North and Central Florida are home to seventy percent of Florida's river watersheds,⁴ the majority of Florida's springs,⁵ and provides nearly all of the recharge to the Florida aquifer⁶; and

WHEREAS, it is of statewide importance to ensure clear-water systems like the freshwater springs, lakes and rivers throughout North and Central Florida are protected from excessive nutrient impairment; and

WHEREAS, the Legislature should fund and finish existing water improvement programs across Florida to prevent delays that would unnecessarily jeopardize nutrient reduction programs, best management practices, & other restorative efforts that are working;⁷ and

WHEREAS, in 2016 the Everglades and southern estuaries received 380 percent, or 4.8 times, more Land Acquisition Trust Fund (Amendment 1) funding than statewide springs protection did⁸; and

WHEREAS, a supermajority of conservation funding should not be dedicated to one project or Water Management district, and it is essential that no one project jeopardize funding for other essential projects and priorities across Florida; and

WHEREAS, purchasing land south of Lake Okeechobee for water storage does not guarantee the prevention of algae blooms and other environmental incidents in the St. Lucie and Caloosahatchee rivers, and does nothing to address the sources of water contamination that are being seen across the state⁹; and

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

SECTION 1. The City Commission hereby urges the Florida Legislature and Cabinet to dedicate conservation funds allocated through the Land Acquisition Trust Fund each year for water conservation projects in the environmentally sensitive areas of North and Central Florida.

SECTION 2. The City Commission hereby urges the Florida Legislature and Cabinet to oppose any proposal to use state conservation funds to purchase farm lands south of Lake Okeechobee for water storage.

SECTION 3. This Resolution shall be effective immediately upon its passage by the City Commission.

SECTION 4. A certified copy of this Resolution be forwarded forthwith to the Florida Legislature and Cabinet.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Commission of the City of Callaway, Florida this 15th day of November, 2016.

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

¹ [Ballotpedia](#)

² 2016 Florida Department of Environmental Protection [Annual Report](#), page 20

³ 2016 Florida Department of Environmental Protection [Annual Report](#), page 22

⁴ Florida Department of Environmental Protection [Watershed Management](#)

⁵ Florida Department of Environmental Protection [Springs Initiative Monitoring Report](#), page 2

⁶ [USGS](#)

⁷ [2016 South Florida Water Report - SFWMD](#)

⁸ [2016 General Appropriations Act](#)

⁹ South Florida Water Management District [Myth vs. Fact](#) & page 51 of 2016 Florida Department of Environmental Protection [Annual Report](#)



All of Florida's water resources are important and it's essential to fund restorative and protective efforts throughout the state because water is essential to our environment and economy. The Florida Department of Environmental Protection has found that 80% of our lakes and 70% of our springs are considered "impaired"!

Stand Up North Florida is a new organization and we believe that the Land Acquisition Trust Fund, from Amendment 1, is for all of Florida. We are advocating that these conservation funds should be fairly appropriated so that no single project, region, or water management district monopolize these statewide funds.

Because of so many vital needs for restoring water resources across Florida, it's imperative that our limited conservation dollars aren't spent on *any* multi-billion dollar, long term projects that guarantee no relief in the immediate or long term for the environmental issues Floridians face.

Here are the important facts about our resolution and the need to protect funding for North and Central Florida's water resources:

- Amendment 1, which dedicated 33% of documentary taxes to the Land Acquisition Trust Fund, was passed by 75% of all Floridians¹ who believed that their hometowns and counties would receive this dedicated conservation funding for 20 years.
- The Land Acquisition Trust Fund (LATF) is a limited fund and its projected revenues are not guaranteed to be consistent yearly. These funds cannot be spent twice.
- Incoming Senate President Joe Negron's proposed land buy in South Florida is a driving force behind this conversation. Stand Up North Florida would make the same argument for *any* other policy proposal that monopolized conservation funding for *any* expensive, long term project. Especially those with questionable returns on investment.
- Sen. Negron even acknowledges that this is a competition for limited conservation funds.

"We are in a competition. Money that is spent to build this reservoir can't be spent twice...So the money that it's going to cost to do this, it's going to come from the limited funds that we have."

-- Sen. Joe Negron, August 12, 2016²

¹ [https://ballotpedia.org/Florida_Water_and_Land_Conservation_Initiative_Amendment_1_\(2014\)](https://ballotpedia.org/Florida_Water_and_Land_Conservation_Initiative_Amendment_1_(2014))

² <http://www.sayfiereview.com/page/Weekly%20Roundup%20Negron%20tries%20to%20find%20sweet%20spot%20with%20land%20plan>

- With an estimated \$4.8 billion price tag and a completion timeline of 10-20 years, the South Florida land buy Senator Negron is proposing provides no immediate relief to the current issues facing South Floridians and limited long term benefits.³
- The Southwest Florida Water Management District has already created a plan to create multiple reservoirs in all directions around Lake Okeechobee, a plan that mirrors the recommendations made by the Florida Water Institute Study that suggested a "system-wide approach rather than one big reservoir."⁴
- Any multi-billion dollar, long term project that does not solve enough of the problem for a region will open up the pathway for even more of the lion's share of conservation dollars to be appropriated to a single region or water management district.
- Because the proposed land buy will not address the issues currently occurring with Lake Okeechobee, it should be expected that even more conservation dollars will be requested to address the issues taking place in the Indian and Caloosahatchee Rivers.
- North and Central Florida is right to question how their state conservation dollars are spent when there are so many worthy restorative projects that deserve funding.

Conservation funds are already out the door!

- By law, bonds must be paid first by the LATF, in a specific order, before the remaining balance of the fund can be appropriated.
- \$255 million, or 32.6%, whichever is less of remaining LATF has been annually designate for the next ten years via the Florida Forever Act of 2016.⁵ Once this law sunsets there will be another appropriations battle with no guarantees to how these conservation funds will be spent.
- \$187.7 million in FY2016/17 was spent on statewide operation costs.
- Senator Negron has proposed bonding \$100 million a year for the next 20 years to pay for half of the project, which does not include the debt service on those bonds or the operations/maintenance costs, which would both come from the LATF.

It is poor public policy to appropriate funding for a long term, expensive project based on projections when a single downturn in the economy will decrease the amount of funding the LATF receives. North and Central Florida should be concerned that projects could become underfunded or not funded at all with so much money going out the door so quickly and no guarantees that formula based budgeting will be available.

³ <http://saintpetersblog.com/keen-eye-toward-senate-presidency-joe-negron-unveils-lake-okeechobee-plan/>

⁴ <http://okeechobeenews.net/lake-okeechobee/negron-proposes-massive-land-buy-south-big-o/>

⁵ <http://www.flgov.com/2016/04/07/governor-scott-signs-legacy-florida-legislation/>

North West Florida WMD Gets Pennies Compared to the Southern WMD

In the 2016/17 budget \$215.2 million⁶ was appropriated to the Everglades & its estuaries in the Southern Water Management District. Only \$3,110,000 was appropriated to the North West FL Water Management District (budget line item 1580⁷).

That's 69 times more LATF appropriated to the Southern WMD than the NWFL WMD.

If Sen. Negron's proposal passes, which would spend another \$100 million minimum per year in the Southern WMD, it would be 105 times more than what the NWFL WMD would receive.

Only \$10.1 million was appropriated for the entire state for beach projects! (Budget item 1630A.)

⁶<http://dev-florida-conservation-voters.pantheonsite.io/wp-content/uploads/2016/02/sidebysideALL-030916updated.pdf>

⁷ <http://www.flsenate.gov/Session/Bill/2016/5001/BillText/Filed/PDF>

To: The Northwest League of Florida Cities

From: Nick Loffer, Stand Up North Florida

Thank you for adopting our resolution calling on the legislature to protect funding for North Florida's water resources. I apologize for not being present at the October board meeting as I had prior commitment.

As we have seen since the passage of Amendment 1 in 2014 and the subsequent legislative actions and proposals, North Floridians must be active in the conversation on how these Statewide funds are appropriated.

To that end Stand Up North Florida is a relatively new organization formed in the last few months to:

- Bring light to the process of how our conservation dollars from Amendment 1, the Land Acquisition Trust Fund, are appropriated to North and Central Florida.
- Ask citizens and locally elected officials to rightfully question how these limited statewide funds are appropriated yearly by the legislature.
- Bring attention to the specific upcoming legislative proposal during 2017 Legislative Session which will set the long term policy of how conservation dollars from Amendment 1 are appropriated and the effects it will have on North and Central Florida.

As Senator Negron so aptly stated, these funds cannot be spent twice. That is why it's imperative that we ask our State elected officials to develop a sound policy to ensure that these funds are fairly appropriated to the entire state, and not engrossed by one part of the state.

We believe it is wrong for the State to choose any policy path that opens the door for one region water management district to monopolize these funds. The \$4.8 billion, decade or longer, water reservoir proposal in South Florida will lead to the monopolization of these funds without actually addressing the current issues South Florida is facing and should be opposed.

It would greatly be appreciated, and I believe it would be extremely helpful, if prior to any meeting with the resolution on the agenda to have a discussion over the policy and any additional questions that your city's elected officials or staff may have.

I or a representative from our organization would love to be at any adoption meeting, so please give us a heads up of when the resolution would be on an agenda. We will do our best to be there and we hope that there are limited overlaps between city meetings.

Please send all questions, feedback, and requests to Nick Loffer at 850-570-1662 or nick@standupnorthfl.org

I look forward to discussing further this important issue facing North Florida with all of you.

Best

Nick

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

DATE: NOVEMBER 15, 2016

ITEM: **RESOLUTION No. 16-35** Employee Education and Certification Policy

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

2. AGENDA:
PRESENTATION
PUBLIC HEARING
CONSENT
OLD BUSINESS
REGULAR

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

N/A

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

At the last regular meeting, staff was directed to research education, certification, and training policies and to draft a policy for the Commission to review. Attached is a draft Resolution establishing an Education and Training Assistance Policy and incorporating the policy in the City's Personnel Manual. The policy provides for reimbursement of courses from an accredited institutional for full-time employees. The policy also allows a pay increase upon obtaining a college degree or licensure/certification. Reimbursements and pay increases are all contingent on availability of budgeted funds and subject to approval of the City Manager.

- ATTACHMENT:**
- Resolution No. 16-35
 - Bay County Education Assistance Program

5. REQUESTED MOTION/ACTION:

It is recommended that City Commission review Resolution 16-35 establishing an Education and Training Assistance Policy and approve or provide further direction to staff.

RESOLUTION NO. 16-35

A RESOLUTION OF THE CITY OF CALLAWAY, FLORIDA ESTABLISHING AN EMPLOYEE EDUCATION, TRAINING AND CERTIFICATION POLICY; INCORPORATING SAID POLICY AS PART OF THE CITY PERSONNEL MANUAL; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH AND RECITING AN EFFECTIVE DATE.

WHEREAS, the City of Callaway, Florida (the "City") desires to provide quality services to its citizens, foster and retain a knowledgeable and skilled workforces; and

WHEREAS, the City recognizes and desires that it's employees seek training and educational opportunities to broaden their knowledge, skills and abilities enabling them to obtain and retain the competencies essential to improvement and change of the City, and

WHEREAS, the City budgets and assigns to each department an amount of money to be used, under general guidelines consistent with its mission, expressly for the purpose of job related education and training.

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 Employee Education, Training and Certification Policy (the "Policy") attached hereto as Exhibit "A". The Policy shall be incorporated in Section 15.00 (City Policies) of the City of Callaway Personnel Manual.

SECTION 2. REPEALER. 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 15th day of November, 2016, by the CALLAWAY CITY COMMISSION meeting in regular session.

CITY OF CALLAWAY, FLORIDA

By: _____
Bob Pelletier, Mayor

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

VOTE OF COMMISSION:

Covey _____
Fairbanks _____
Henderson _____
Pelletier _____
Townsend _____

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

Kevin D. Obos, City Attorney

EXHIBIT "A"

EDUCATION AND TRAINING ASSISTANCE POLICY

Education Assistance:

It is the policy of the City to make opportunities available to employees for training, career development and advancement consistent with job position, individual ability, performance and the requirements of the City.

Regular full-time permanent employees are eligible to apply for full or partial tuition reimbursement in accordance with the following:

- Eligible courses must be offered by an accredited school, college, university, vocational school or correspondence school. Non-credit and/or refresher courses will not qualify for educational assistance.
- Reimbursement will be limited to courses directly related to the job duties of the employee or to the duties of a position to which the employee might reasonably be expected to progress in the normal course of advancement.
- The employee shall initiate an "Educational Assistance Request" Form (see attachment) prior to beginning the classes. When approved by the Department Head, the form will be forwarded to the City Manager for final approval or disapproval. Approval will be contingent on availability of budgeted funds.
- After completion of the authorized course, the employee will submit a transcript or other official record indicating successful completion with final grade of "C" or better, along with a receipt showing the amount of tuition paid. The employee will be reimbursed, based on the schedule below, upon submitting a properly completed "Educational Assistance Request" Form.

General Provisions:

1. Tuition and registration are the only costs eligible for reimbursement. The cost of books, fees, supplies, parking transportation, lodging and other related expenses are not eligible.
2. Reimbursement, when approved, shall be on the following schedule:
 - a.

Course Final Grade	% Reimbursable
A	100%
B	100%
C	75%
D or below	0
 - b. In the case of pass/fail non-graded courses, reimbursement will be made at 100% upon passing.
3. The employee will be required to reimburse the City for course tuition received if he or she voluntarily leaves the employment of the City within one (1) full year after the completion of such course(s).
4. If an employee resigns or is terminated for any reason prior to receiving a refund, there shall be no obligation on the part of the City to refund any part of this expense.
5. The City will not pay the cost of tuition which has been or will be paid for by sources such as grants, scholarships or other subsidies.

6. Whenever training is required by the City, all tuition costs will be paid by the City.
7. In any case where prior approval was received under the superseded policy, the policy in effect at the time of approval shall prevail.
8. There will be no exceptions to this policy without the written approval of the City Manager.

Pay/Salary Adjustment:

It is the policy of this City to recognize and incentivize employees who seek to further their training and education. An employee who has completed an eligible education or training program, in its entirety, may be eligible for an adjustment in their pay/salary.

Upon recommendation by the Department Head, the City Manager may approve or disapprove a request to adjust an employees pay. Approval will be contingent on availability of budgeted funds and past performance evaluations. Adjustments shall be subject to the following conditions:

1. Completion of college degree – maximum of 10% pay increase
(degree shall mean an Associates, Bachelors or Masters from an accredited college or university)
2. Obtaining licensure or certification – maximum of 5% pay increase
(licensure/certification shall be from an accredited institution, school, college or professional trade association)

The City shall review this policy one (1) year from adoption and from time to time thereafter.



CITY OF CALLAWAY

EDUCATION, TRAINING & CERTIFICATION ASSISTANCE REQUEST

PART 1. Advance Approval (to be completed in advance of taking course)

Employee Name: _____ Department: _____

Job Title: _____

This request for advance approval for Education Assistance is submitted in accordance with Section ____ of the Callaway Personnel Manual. I have read this Section and agree to comply with it.

Name of Course: _____

School or Institution: _____

Date Course to Begin: _____ Date Course to End: _____

Description of Course (you may attach a copy of printed course description from school):

Tuition cost: \$ _____

Registration cost: \$ _____

Total request: \$ _____

Employee Signature

Date Requested

Department Director

Approved/Disapproved

City Manager

Approved/Disapproved

PART 2. Request for Reimbursement (to be completed after successful completion of course)

Attached is a transcript or other official record indicating successful completion of the course described above with final grade of _____. I am requesting reimbursement as follows:

Course Final Grade	Percent Reimbursable
A	100%
B	100%
C	75%
D or Below	0%

Reviewed By (Department Director)

Date

Authorized Reimbursement (City Manager)

Date



EDUCATION ASSISTANCE PROGRAM

The Education Assistance Program is available to all full-time regular employees under the following policy and procedures.

1. Objective:

To provide the methods for fairly reimbursing employees who remain working with Bay County while simultaneously pursuing education beneficial to the employee and the County. Qualifying employees may be reimbursed for tuition that meets the guidelines of the Education Assistance Program policy.

2. Administration of Policy:

The Human Resources Director is responsible for administration of the Education Assistance Program.

3. Eligibility:

- a. Each full-time regular employee with one year of continuous employment with no disciplinary actions in the previous six (6) months is eligible for benefits under this policy. Exceptions must be approved by the Human Resources Director.
- b. Typically, the course(s) must be related to the employee's present job and must enhance the employee's knowledge, skills and abilities relating to official duties of the employee's position, or the course(s) must provide the knowledge, skills and abilities for the employee to move to another position within the County.
- c. Financial assistance from other sources (i.e. Grants, scholarships, military benefits, etc.) must be disclosed on every tuition reimbursement request and must be used for tuition payment, before claiming reimbursement from the County. County tuition reimbursement comes after all other financial aid is applied toward tuition costs.
- d. The college or university must be accredited and be listed in either the database of Accredited Post-Secondary Institutions and Programs <http://ope.ed.gov/accreditation/GetDownloadFile.aspx>, or the Southern Association of Colleges and Schools Commission on Colleges <http://www.sacscoc.org/searchResults.asp>. Exceptions must be approved by the County Manager.
- e. **Doctoral**–level studies are not eligible for tuition reimbursement under this program.



4. Reimbursable Course Work:

- a. Reimbursement of tuition and fees is provided for degrees earned through an established college or university curricula, or for certifications earned under the same or similar requirements as a degree program.
- b. Other costs, including but not limited to late fees, extra parking fees, refundable deposits, books, and material or programs are NOT reimbursable.
- c. This policy does not apply to situations where an employee is required by Bay County to attend courses for licensing/certifications, in which case the County will pay 100% of the cost.
- d. If the County reimburses an employee more than the maximum amount allowed by the IRS in educational assistance benefits during the year, the employee must generally pay tax on the amount received over the maximum. For further clarification, the employee should consult an accountant or the IRS.

5. Qualifications to Participate in the Education Assistance Program

- a. File the following with the Human Resources Director:
 1. Proof of acceptance to accredited college or university.
 2. List of courses/curriculum to obtain degree, for tracking purposes.
 3. Written justification by the employee explaining how the course of study will benefit the County.
 4. Completed Application and Conditional Repayment Agreement form signed by the employee and employee's Department Director.
- b. The County Manager and the Human Resources Director, or designee will review all material and the employee will be notified of acceptance or denial before the employee is eligible to enroll in a class for reimbursement.

6. Request for Reimbursement Process:

- a. Employees must apply for tuition reimbursement by completing the "Education Assistance Reimbursement Request Form". Each individual course requires a separate request form.
- b. The employee's Department Director must sign the "Education Assistance Reimbursement Request Form" recommending the employee be approved for reimbursement.
- c. The employee must submit a copy of the course description with the "Education Assistance Reimbursement Request Form".



- d. The request must be submitted to the Office of Human Resources for approval by the Human Resources Director NO LATER than (10) ten days before the course begins. The Human Resources Director or designee will approve or disapprove the request and return the form to the employee.
- e. Failure to receive official approval, or failure to apply before the start of the course, will forfeit eligibility for tuition reimbursement. It is the employee's responsibility to follow through if he/she has not received written approval from the Office of Human Resources prior to the start of course.
- f. The employee must pay tuition costs directly to the accredited institution sponsoring the course(s).
- g. Within sixty (60) days of the completion of the approved course(s) the employee must submit the original approved "Education Assistance Program Reimbursement Request Form" along with the original tuition receipt to the Office of Human Resources for reimbursement consideration.
- h. At the employee's expense, the employee shall have an official transcript sent directly to the Office of Human Resources from the college or university as proof of grades before approval for reimbursement will be considered.

7. Reimbursement Schedule:

- a. Tuition reimbursement rates will not exceed the most current annual average tuition rates from the State University System of Florida www.flbog.edu/about/budget/tuition.php.
- b. Upon submitting all required documentation to the Human Resources Director tuition reimbursement requests will be paid following the percentage schedule shown below.
 - A - 100%
 - B - 75%
 - C - 50%
 - D - None
 - Pass (when used by accredited institution in lieu of a letter grade)-100%
 - Fail-None
- c. Special approval may be obtained from the County Manager for a tuition reimbursement rate other than that of the current annual tuition rate of the State University System of Florida when the course is required and must be taken outside of this system.



8. Availability of Funds:

- a. All reimbursements are contingent upon compliance with all requirements and in accordance with the Internal Revenue Code and current fiscal funds budgeted.
- b. There may be instances where the education reimbursement cannot be provided due to budgetary constraints. If the request for reimbursement was pre-approved, however, reimbursement will not be canceled.
- c. Employees must attend classes outside of working hours, if possible. Otherwise, employees must get prior approval from the Department Director and use Annual Leave, or Leave Without Pay to take classes during working hours.

9. Service Obligations:

- a. Participants receiving tuition reimbursement must agree to remain in the employ of the County for at least one (1) year following course(s) completion.
- b. Participants receiving tuition reimbursement must agree to remain in the employ of the County for at least two (2) years following completion of a degree.
- c. Employees who separate from employment for any reason other than disability or reduction in workforce within the time period(s) above shall be required to repay the County for all tuition benefits received during the affected period.
- d. Repayment to the County may be withheld from any final pay to which employee may be entitled. If reimbursement exceeds final pay of the employee, the employee agrees to pay back the County the remaining balance within 30 days of separation of employment.
- e. The repayment obligation may be waived based on the recommendation of the Human Resources Director and approved by the County Manager or designee, if a separation is due to circumstances beyond the control of the employee.

10. Program Restrictions:

Bay County reserves the right to place limitations on or temporarily suspend the Education Assistance Program.

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

DATE: NOVEMBER 15, 2016

ITEM: **Arts & Conference Center Move Information**

1. PLACED ON AGENDA BY:

J. Michael Fuller, City Manager

2. AGENDA:

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

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

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

City staff was directed to research relocating City Hall and the Planning Department to the Arts & Conference Center. Staff estimates approximately \$300,000 will be required for renovation and construction. Please see attached memo.

ATTACHMENT:

- Memo from City Manager

5. REQUESTED MOTION/ACTION:

For discussion and/or staff direction



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
Pamn Henderson
Ron Fairbanks
Joseph Townsend

MEMORANDUM

DATE: November 8, 2016

TO: Mayor Bob Pelletier
Commissioner Melba Covey
Commissioner Pamn Henderson
Commissioner Ron Fairbanks
Commissioner Joe Townsend

FROM: J. Michael Fuller, City Manager

RE: Relocating the Callaway City Hall

At the last regular meeting, staff was directed to research the feasibility of moving City Hall from its current location at 6601 E. Hwy. 22 to the Callaway Arts & Conference Center ("CACC"). To make the relocation possible, the Center would have to be converted to contain the City's utility billing operation, administrative offices, planning and code enforcement, and building department. There is sufficient space available in the CACC, but the auditorium and small meeting room must be renovated to accommodate the change in use. The CACC would no longer be available as a rental space or for large meetings (I realize this is a decision that will be weighed separately if we go forward with the move).

After receiving comments from the City Commission and analyzing the needs of staff, it has been determined that a minimum of four (4) offices and eight (8) cubicles/partitioned work spaces will be required. A customer service and lobby area will be required for citizen reception and utility billing. The offices, cubicles, customer service, and lobby areas will require light-frame construction, electrical, IT/communication, and flooring. In some areas, the HVAC system and fire sprinklers will have to be altered to accommodate the new floorplan. In addition, the new spaces must all be ADA compliant.

Giving consideration to all the elements mentioned above, an estimated cost of at least \$300,000 would be required to prepare the CACC for use as the new City Hall. Please note that this is only an estimated cost of the building design and construction/renovation work (office furniture, moving expenses, and equipment are not included in this estimate). I have attached a breakdown of this estimate. If we are to proceed with relocating City Hall, I recommend the City contract the services of a architectural/space planning consultant.

Attach./

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

Renovation/Construction Estimated Costs - Arts & Conference Center		
Area Description	Cost	Notes
Lobby	\$90,000	demolition, expansion, flooring, ADA compliance
Utility Billing/Customer Service	\$25,000	demolition, work stations/desks, electrical, IT
4 Offices	\$60,000	electrical, HVAC, flooring, IT, ADA compliance, fire sprinklers
8 Cubicles	\$60,000	electrical, flooring, IT, ADA compliance
Architectural Services	\$25,000	floor plan, space design, ADA, fire/life safety plan
Site Improvements	\$15,000	fencing/gate, signage, payment dropbox, etc
Subtotal	\$275,000	
Contingency (10%)	\$27,500	
Total	\$302,500	note: construction/renovation costs assumes \$100 per sq. ft.

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

DATE: NOVEMBER 15, 2016

ITEM: CANCELLATION OF LOCKBOX

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

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

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

N/A

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

Consideration of cancellation of the Lockbox process effective January 1, 2017.

ATTACHMENT:

5. **REQUESTED MOTION/ACTION:**

Commission approval to cancel the Lockbox program or direction to staff.

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

DATE: NOVEMBER 15, 2016

ITEM: UBER DISCUSSION

1. PLACED ON AGENDA BY:
PAMN HENDERSON, COMMISSIONER WARD II

2. AGENDA:
PRESENTATION
PUBLIC HEARING
CONSENT
OLD BUSINESS
REGULAR

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

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

In light of actions taken by other cities in Bay County to look at allowing network companies like Uber and Lyft to operate in their cities, Callaway needs to get in front of this issue and determine what our city needs to do.

Lynn Haven has had a first reading of an ordinance creating a permitting process for vehicles for hire from approved network companies. Panama City and Panama City Beach have asked their Staff to look at the feasibility of allowing Uber within their City limits.

Since Lynn Haven is further along in the process, I will outline the steps they have taken as a possible template for Callaway. Under the Lynn Haven ordinance, vehicles for hire would require a permit from the City to operate. The ordinance would allow Lynn Haven permitted vehicles for hire to operate within Lynn Haven and unincorporated Bay County. Lynn Haven has adopted Bay County vehicle for hire regulations with at least one exception: Lynn Haven would not require fingerprinting for background checks while the County does. (Sheriff Tommy Ford feels that fingerprinting is a more thorough way of investigating someone's past.)

To obtain a vehicle for hire permit, drivers would have to submit a completed application provided by the City, and obtain an occupational license. Drivers would also need a verified certification that they have not had a vehicle for hire permit revoked in the previous five years and a Bay County vehicle for hire permit or a permit/authorization from Uber or Lyft to operate a vehicle.

There are roughly four options that the commission could take at this time:

1. Do nothing. People who operate a network vehicle business in Callaway would still need an occupational license.
2. Adopt the County Vehicle Regulations like Lynn Haven is in the process of doing for uniformity with other local governments in the area.
3. Adopt different Vehicle for Hire Regulations, though this has the potential to conflict with other local governments in the area.
4. Postpone any action until the County has determined how they will address the issue.

The County intends to schedule a workshop in the near future to seek input about this issue, and would encourage the municipalities to attend to provide input.

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