



CITY OF CALLAWAY, FLORIDA

CITY HALL

6601 East Highway 22, Callaway, FL 32404
Phone 850-871-6000 • FAX 850-871-2444
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Mayor
Bob Pelletier

Commissioners
Melba Covey
Pam Henderson
Ron Fairbanks
Joe Townsend

REGULAR MEETING

CITY OF CALLAWAY BOARD OF COMMISSIONERS
TUESDAY, DECEMBER 13, 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 Scott A. McGuirl
- **Presentation** 15 Year Service Plaque David A. Carrington
- **Presentation** Code Enforcement Board Tony Mullinax, Chairman
- **Presentation** Bay County Sheriff's Office Capt. Michael Branning

MAYOR'S COMMENTS

Call for Additions/Deletions, and any items to be pulled from Consent Agenda for discussion. Remind everyone, elected officials and citizens, to speak directly into microphones.

PUBLIC PARTICIPATION

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

APPROVAL OF MINUTES

- **November 14, 2016** Regular Workshop
- **November 15, 2016** Regular Meeting

CONSENT AGENDA

- Item #1** Financial Update – “Budget-in-Brief”
- Item #2** Budget Transfers – Annual Leave Payouts
- Item #3** Bid Award – PW2016-11 Kimbrel Avenue Drainage Improvements
- Item #4** Bid Award – PW2016-12 Storage Tank Cleaning/Painting
- Item #5** Bid Award – Bob Little Road Sidewalk Construction
- Item #6** RFP Award – CEI Service for Bob Little Road Sidewalk Construction
- Item #7** CDBG Application Leverage
- Item #8** Bay County Emergency Management Agreement

REGULAR AGENDA

- Item # 9 Ordinance No. 970 – Cherry Street Right-of-Way**
- Item #10 Ordinance No. 971 – Medical Marijuana Temporary Moratorium**
- Item #11 Ordinance No. 972 – Voluntary Annexation – 1232 Plantation Drive**
- Item #12 Revised Standard Housing Assistance Plan (HAP) for CDBG – Dennis Dingman**
- Item #13 Advisory Board Appointments - City Manager/City Clerk**
- Item #14 Half Cent Surtax Oversight Committee – City Manager/City Clerk**
- Item #15 Workshop Meeting Times – Mayor Pelletier**
- Item #16 Arts & Conference Center Manager Snelling Contract – Mayor Pelletier**
- Item #17 Arts & Conference Center Rental Fee Structure – Mayor Pelletier**
- Item #18 Resolution Regarding Future Commission Salaries – Commissioner Covey**
- Item #19 Water Main Break Notification Discussion – Commissioner Covey**

ANNOUNCEMENTS

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

- Dec. 23-26, 2016 City Offices Closed Christmas Holiday
- Dec. 30, 2016 City Offices Closed Noon – New Year’s Holiday
- January 2, 2017 City Offices Closed New Year’s Holiday
- January 15, 2017 3:00 P.M. Callaway Historical Society Monthly Meeting
- January 16, 2017 City Offices Closed MLK Day Holiday
- January 23, 2017 10:00 A.M. Regular Workshop
- January 24, 2017 6:00 P.M. Regular Meeting
- January 26, 2017 6:00 P.M. Code Enforcement Board Meeting

ADJOURNMENT



Janice L. Peters, MMC
City Clerk

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

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

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

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

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



Employee of the Month

November 2016

Presented to

Scott A. McGuirl

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

Bob Reedy

Mayor

A. Kelly

City Manager

**CITY OF CALLAWAY
BOARD OF COMMISSIONERS
REGULAR WORKSHOP MINUTES
NOVEMBER 14, 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; Oscar Martinez, Public Works Director. 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.

Mayor Pelletier asked for any add-ons to the Agenda. Commissioner Henderson asked that Christmas festivities be added. Commission consensus was given.

CONSENT AGENDA

Financial Update – “Budget-in-Brief”

Commissioner Henderson asked about the Finance and Police expenditures so far. City Manager Fuller reviewed, indicating a lien was collected. Finance Director Waldrip will look into the Police invoice billing.

Budget Cleanup Transfers – FY2016/17

City Manager Fuller advised this is for end of year budget cleanup and also to transfer unused funds from the previous fiscal year.

Budget Amendment – Berthe Avenue Erosion Mitigation Project

City Manager Fuller advised staff is working with FEMA to acquire federal funding for the project. The requested amount is for engineering.

Bid Award – Lift Station CA-4 Rehabilitation

City Manager Fuller advised this is the Lift Station at Wallace and Berthe. He advised Royal American was the lowest bidder and the engineer of record recommends award to same. Even with the alternate bid the project would still be under budget.

Commissioner Henderson asked when the AWT installation will bid. City Manager Fuller advised December will mark the end of the study and a report will be produced. The upstream lift stations will begin being updated in December as well.

Fair Labor Standard Act – City Manager & City Clerk

City Manager Fuller reviewed the changes in the Department of Labor’s Fair Labor Standards Act’s.

Commissioner Henderson asked if there is enough need for HR to work overtime. City Clerk Peters advised that she also processes insurance claims, which may include periodic work after normal business hours.

Meter Replacement Program Large Size Meters

City Manager Fuller reviewed that the \$87,800 is part of the original budget, the money is just being rolled over from the previous fiscal year budget. Mayor Pelletier asked if this will include all commercial. Public Works Director Martinez advised it will. He indicated purchase and the process for installation will begin immediately upon approval of Commission.

Mayor Pelletier asked if another bid will need to be issued to purchase. City Manager Fuller and City Clerk Peters will review the original bid.

Commissioner Townsend referenced whether it was included in the original scope of work. Staff will review.

Letter of Commitment - NCBA Senior Community Service Employment Program

City Manager Fuller reviewed the program, which provides work and training for low-income persons aged 55 and older. The salary is paid by NCBA. Commissioner Townsend asked if the City has any training opportunities currently. City Manager Fuller advised there are possibilities in Utility Billing and Maintenance. He pointed out that there is no requirement to hire and the training can be cancelled at any time. The trainee also is required to follow the Personnel Manual of the host agency.

Commissioner Henderson asked if there is a time period. City Manager Fuller advised the norm is 6 months and the agency tries to move trainees around after that time. Commissioner Henderson asked if these trainees will be required to submit to a background check and to be bonded. City Manager Fuller advised the agency does their own background checks but he will find out if they will be subject to the City's pre-employment requirements.

PUBLIC HEARING(S)

Second Public Hearing for FFY2016 CDBG Application Cycle

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

Mayor Pelletier asked that the presentation be held to a minimum.

REGULAR AGENDA

Resolution No. 16-34 Requesting the Legislature Protect Funding for North Florida's Water Resources

City Manager Fuller reviewed the request to support legislative protection of the funding for North Florida's water resources.

Resolution No. 16-35 Employee Education and Certification Policy

City Manager Fuller reviewed the proposed policy to provide educational assistance for certifications. It also addresses related salary increases and a commitment to the city following funding.

Commissioner Henderson asked if studying would be on the employees own personal time. City Manager Fuller advised the policy is silent on the subject but this can be added, as is the expectation. Commissioner Henderson recommended a budget cap for allocation to this item. She questioned the 100% reimbursement. Commission consensus was 100% for an A, 75% for a B, 50% for a C and 0% for a D and for specification that the certification be acquired on the employees own time, outside of their work schedule. Commission consensus was also to require 2 full years of employment after the completion of such course(s) that the city has provided reimbursement for.

Commissioner Henderson reiterated that any certifications should be already held before the person is hired. She asked what would decide the percentage of pay increase, advising she was not comfortable with the possible 10% increase. She asked the City Manager to review if the recent 3% increase put anyone over the top end of their pay range.

Arts & Conference Center Move Information

Mayor Pelletier asked the City Manager to put together these figures as well as to find whether the asbestos was disclosed within the purchasing documents for the building. He reviewed upcoming costs to upgrade the current City Hall, Code Enforcement and the reroofing of City Hall, as well as costs associated with running the Arts & Conference Center building. City Manager Fuller reviewed as well. City Attorney Obos will contact the closing firm to inquire of the asbestos issue.

City Manager Fuller advised the \$300,000 estimate is a very basic amount and an architect will need to be hired. ADA and fire codes will need to be reviewed as well.

Mayor Pelletier advises the City Manager will need direction to move forward with the architectural review or to can the project. He further reviewed the asbestos issue at the current City Hall.

Commissioner Henderson felt the following things need to be considered as well:

- Voting
- City Functions
- Christmas Tree Lighting
- Health Fair
- Utility Billing Location
- Dropbox and Accessibility

- City Hall Informational Sign
- Asbestos Cost Issue

Commission agreed that citizen input would need to be acquired.

Mayor Pelletier asked if core samples can be done to address the asbestos issue to find out if it is a bigger issue. City Manager Fuller reviewed the current report and will consult with the company for testing on the entire building and costs for abatement.

PUBLIC PARTICIPATION

David Griggs, 7111 Wynona Street, agreed with Commissioner Henderson points regarding the move to the Arts & Conference center. Regarding the asbestos, City Manager Fuller further reviewed, indicating it is the floor and mastic in the IT closet. The cost associated with running the building was further reviewed.

City Manager Fuller indicated, and Commission agreed, that regardless, the asbestos issue at the current City Hall needs to be addressed.

Commissioner Henderson didn't feel the Arts & Conference was built to be an income producer.

Lockbox Cancellation

Mayor Pelletier advised the Commission will need to give direction to City Manager Fuller at tomorrow's meeting.

UBER Discussion

Commissioner Henderson advised she will recommend the City postpone any action until the County has determined how they will address the issue as the City of Callaway has no regulations to address vehicles for hire. Commissioner Townsend asked if drivers would be required to have a specific license. City Manager Fuller advised Lynn Haven is adopting the County's code regarding vehicles for hire. City of Callaway drivers would need a Residential Occupation License. The County will be holding a town meeting to discuss the issue.

Mayor Pelletier felt the City of Callaway should adopt their own regulations and not just go along with what the County adopts. City Manager Fuller advised representatives from each City has been asked to attend the County's town meeting.

Commissioner Fairbanks asked about vehicle inspection and insurance requirements, which can be addressed in any regulations the City may adopt.

Christmas Festivities *(Added to the agenda)*

Commissioner Henderson brought up the possibility of the City of Callaway having a small Christmas Parade ending at Veterans Park, maybe not this year but going forward.

She is interested in doing more community events for the citizens. The issue of vandalism at Veterans Park was briefly reviewed. Commissioner Townsend advised the Historical Society does have seasonal events. Commission felt a trial Christmas Tree Lighting at Veterans Park would be worth looking into.

Mayor Pelletier advised, and Commission agreed, that he would like Commission to iron out all item issues on Monday at the Workshops preceding the Regular Meeting on Tuesday. Commissioner Henderson recommended Commission comments be moved to the Workshop. Commission consensus was obtained.

Regarding the Christmas festivities, David Griggs agreed with the recommendation to move it to Veterans Park. Regarding the Arts and Conference Center building, he advised there was a grant but it was related to having a Farmers Market here, which was tried and did not work at this location. The regulations for that grant were met.

Commissioner Townsend added that the County's shooting range opens on November 19th.

ADJOURNMENT

There being no further business, the meeting was adjourned at 12:09 p.m.

Janice L. Peters, MMC, City Clerk

Attest: _____
Mayor

**CITY OF CALLAWAY
BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
NOVEMBER 15, 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. He recognized Mr. Roger Williams, a long-time dedicated employee of Public Works, who lost his battle with Cancer on November 10th.

PRESENTATIONS

Employee of the Month – Jackie Patterson

City Manager Fuller read the letter of recommendation in which Mr. Patterson was commended on his work ethic and ability to work with other groups and departments. Commission presented Mr. Patterson with the Certificate of Recognition.

Code Enforcement Board Report

Chairman Mullinax informed the Commission of the outcome of the cases heard by the Code Enforcement Board and changes in timelines for fines at their meeting on October 27, 2016.

Mayor Pelletier asked who set the policy to stop assessing the penalties on a daily basis. He thought the fines continue to accrue until paid. He asked that the policy be amended and brought to Commission for approval. Mr. Mullinax indicated the fines are being assessed, just on a shorter period in order to assess the liens. He was not aware of any policy setting how many days the fees will be assessed. City Manager Fuller will add the topic to the next agenda for discussion.

Commissioner Fairbanks asked if Code Enforcement is aware of the growth around the cell phone tower at Bertha and Boat Race. City Manager Fuller advised the owners have been contacted.

Commission consensus was to bring the issue before Commission.

Bay County Sheriff's Office Report

Sgt. Strickland reviewed statistics for the month of October as follows:

Miles Patrolled	-	14,814	Traffic Stops	-	64
Calls for Service	-	1,069	Citations Issued	-	44
Arrests Made	-	64	Traffic Crashes	-	40

He advised there were three robberies in October, which have been solved.

GFOA Certification of Achievement for Excellence in Financial Report (2015 CAFR)

Mayor Pelletier advised that the City of Callaway had received the GFOA's Certification of Achievement for Excellence in Financial Reporting and thanked the Finance division.

Mayor Pelletier made all aware of Item #14 Christmas Parade that was added at last night's workshop. There were no other add-ons or deletions.

PUBLIC PARTICIPATION

Steve Jordan, 257 Hugh Thomas Drive, advised he was on the Planning Board when the Arts & Conference building was constructed and referenced grant money received for a Farmers Market. He was not in favor of moving City Hall to this location but making repairs to the current City Hall building, which Mayor Pelletier reviewed. Mayor Pelletier advised that no decision has been made to move City Hall, it is just being discussed at this time.

Jean Champoux, 621 S. Berthe Avenue, asked the rationale behind moving the workshops to 10:00 a.m. Mayor Pelletier advised it was to alleviate two late-night meetings in a row.

She recommended researching thoroughly before moving City Hall and though it viable because of traffic issues at the current location. Commission consensus was to add the workshop time to the agenda for further discussion.

George Smith, 8009 Highway 22, former Commissioner, referenced amenities/services available to the citizens of Callaway and objected to moving City Hall, stating the Arts & Conference Center was not built to make money.

Reverend, Dr. Rufus Wood, 1911 E. 10th Street, President of the Bay County Branch of the NAACP, was not in favor of moving the Callaway Arts & Conference Center as it is an important place for this and other communities to have their events. He gave Commission a letter from Rev. Leon A. Belton, President of the Bay County Democratic Black Caucus, which was later read into the record by Joyce Smith of Lynn Haven (Attachment A).

John Piercy, 325 Beulah Avenue, spoke of repairs needed at the current City Hall and was not in favor of moving. He felt the current City Hall to be in a good location and was in favor of leaving the Arts & Conference Center for the community to use.

John L'Heureux, 133 Lauren Lane, as well as others, reiterated that the asbestos at City Hall is not a threat unless it's disturbed. He though Commission was going to make a decision on the move tonight, which Mayor Pelletier advised was not the case.

Brigid Johnson, 7509 Melody Lane, advised the Farmers Market, which was funded by grant money, was held but no one showed up. She wished more citizens would get involved in the issues regularly. She indicated the 1:00 workshop meetings would be more convenient but felt the current City Hall does not work.

Matt Shack, 1040 7th Court, Panama City, advised there are very few larger facilities in the area to accommodate events and urged Commission to rethink the City Hall move. He thought more people outside the City of Callaway use the facility than its citizens.

Charlotte Marshall, 1303 Maryland Avenue, Lynn Haven, represented three organizations that use the Arts & Conference Center and urged Commission to keep it as is. She urged Commissioner Covey to watch her tone because she comes across as not wanting to hear what citizens want to say.

Anthony Williams, 6512 N. Lagoon Dr., PCB, stated the Arts & Conference Center is a training ground.

Ronald Shaner, 5711 Kevin Circle, felt if the asbestos is in City Hall Commission should be worried about the employees that work there. He was not in favor of moving City Hall to the Arts & Conference Center.

Kimberly Blount, 7547 Shadow Bay Dr., wanted to keep the Arts & Conference Center as is. She has a wedding scheduled for May and asked that Commission wait until after that time to make any moves.

Sharon Aufdencamp, 400 Beulah Ave., former Commissioner did not think it would be cost effective to move City Hall to Arts & Conference Center. She reviewed what she thought she remembered about the purchase of the current City Hall building and the donation of the land the Arts & Conference Center sits on.

Bill Brown, 6023 Howard Road, asked the Commission to consider decorating for Christmas.

Dr. Russell Wright, 5209 E. 11th Street, indicated the Arts & Conference Center is one of the nicest facilities in the county and urged Commission to keep it as is. He commended Mr. Cobb Wynn on his professionalism in handling the building and events.

MINUTES

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

Motion:

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

CONSENT AGENDA

Financial Update – “Budget-in-Brief”

Budget Cleanup Transfers – FY2016/17

Budget Amendment – Berthe Avenue Erosion Mitigation Project

Bid Award – Lift Station CA-4 Rehabilitation

Mayor Pelletier asked about the engineering fees related to services for the Lift Station Rehabilitation. City Manager Fuller advised there are three or four engineering firms with contracts with the City and their fees are listed in their contracts. Commissioner Covey advised she would like to contact the other firms about their fees. City Manager Fuller advised the City can go out for new RFPs for engineering firms in the early part of next year.

Fair Labor Standard Act – City Manager & City Clerk

Meter Replacement Program Large Size Meters

Letter of Commitment - NCBA Senior Community Service Employment Program

Commissioner Covey asked how the current employees will be able to train participants when they don't have enough time to do their own work. City Manager Fuller advised the participants will start out with simple tasks. He also advised that the participants are bonded through the program. They do not do a background check or drug screens but the City may if they wish.

Commissioner Henderson asked, with the reassignment of duties would that not free up time for training. City Manager Fuller hoped that would be the case.

Motion:

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

PUBLIC HEARING(S)

Second Public Hearing for FFY2016 CDBG Application Cycle

City Manager Fuller asked that the discussion of the \$50,000 leverage be put on the next agenda for formal action by the Commission.

Mr. Dingman reviewed the 1st Public Hearing held on October 27th, as well as the current 2nd Public Hearing in the CDBG Application process. A draft application had been prepared for a CDBG for Housing Rehabilitation as attached to the following resolution. He reviewed potential uses for the \$750,000 Housing Rehabilitation grant, of which \$622,500 will be used for construction, some will be used to assist participants with moving and storage, and \$112,500 will be for administration costs.

At a minimum, 11 low-to-moderate households will be helped, maybe more depending on the cost of rehabilitation of each home. This program will address all code related conditions. Participants must be a permanent resident of Callaway and must own their own home, which can be a manufactured home. Extra points are given on the applications for those 62 and older, as well as the handicapped.

Mr. Dingman advised the process will take approximately a year before citizens can apply. There will be public notices and workshops held to inform citizens.

Public Participation

George Smith, 8009 Hwy 22, spoke in support of the program as it increases value. Mr. Dingman advised three new houses were built last time and one was for a severely disabled citizen.

Brigid Johnson, 7509 Melody Lane, was in support of the program but wanted to make sure no one would be able to influence who gets the grants.

Mr. Dingman advised that those who previously applied are contacted to see if they want to submit an application and confirmed that the process is decided by points given for income, being 62 or over, and whether one has a handicap. The CATF nor Commission has any say or influence regarding who qualifies.

Resolution No. 16-33 Enabling Resolution to execute the FFY2016 CDBG Application

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

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.

Motion:

Motion was made by Commissioner Henderson and seconded Commissioner Fairbanks for approval of Resolution No. 16-33. Motion carried unanimously upon roll-call vote

REGULAR AGENDA

Resolution No. 16-34 Requesting the Legislature protect funding for North Florida's Water Resources

City Manager Fuller briefly reviewed the purpose of the Resolution.

City Attorney Obos read Resolution No. 16-34 by title as follows:

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.

Motion:

Motion was made by Commissioner Henderson and seconded Commissioner Fairbanks for approval of Resolution No. 16-34. Motion carried unanimously upon roll-call vote.

Resolution No. 16-35 Employee Education and Certification Policy

City Manager Fuller reviewed changes made as directed by Commission at the previous night's workshop.

City Attorney Obos read Resolution No. 16-35 by title as follows:

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.

Commissioner Covey asked for clarification that training would be directly related to requirements of the job. City Manager Fuller confirmed. Commissioner Covey was concerned that the city not pay for higher education not required for the position.

Motion:

Motion was made by Commissioner Townsend and seconded Commissioner Henderson for approval of Resolution No. 16-35. Motion carried 4-1 upon roll-call vote with Commissioner Covey voting in opposition.

Arts & Conference Center Move

Following further discussion of the asbestos issue at the current City Hall, Commission consensus was for the City Manager to move forward with analysis of the asbestos issue at City Hall and compile figures from an architect regarding turning the Arts & Conference Center into City Hall offices for further discussion in January. Mayor Pelletier reiterated that if it happens, it will not be over night and no reservations will be cancelled that are already booked.

Lockbox Cancellation

City Manager Fuller reviewed the plan to cancel Lockbox. He is hoping that once the Bookkeeper position is filled by December, along with the reorganization of the other positions that have been implemented, the proper staff will be able to absorb those duties. He will send a written notice to the vendor cancelling the Lockbox services and recommended three consecutive notices to citizens of the address change to mail payments to beginning March 1, 2017.

Motion:

Motion was made by Commissioner Fairbanks and seconded by Commissioner Townsend for approval to cancel the Lockbox program effective March 1, 2017. Motion carried unanimously upon roll-call vote.

UBER Discussion

Commissioner Henderson advised Bay County has set a workshop for December 6th to accept input. She suggested as many as possible attend the workshop before determining what Callaway would want to do.

Christmas Festivities

Leisure Services Director Legare advised the plans have already been set and advertised for this year's Christmas Tree Lighting festivities. Commission consensus was to begin festivities at Veterans Park next year, to include a Christmas Parade and addressing concerns for vandalism.

COMMISSION COMMENTS

Joseph Townsend, Commissioner, Ward IV

New Meters

Commissioner Townsend asked if there have been any defective new meters reported. Director Martinez advised that some built in 2014 had moisture damage but those have been replaced. Sensus warrants any defective units.

Cherry Street Lift Station Down Pipe

He asked if the down pipe installed at the Cherry Street Lift Station was to flush out residue in the bottom. City Manager Fuller advised the down pipe was not installed. The level of sewage was

raised to eliminate cascading or splashing into the wet well, eliminating the release of the H2S and reducing the ppm.

GPS

Commissioner Townsend asked if the GPS systems are working. Director Martinez advised the last documents have been sent with everyone's permissions set.

Mechanic's Toolboxes

Commissioner Townsend asked if these have been ordered. Director Martinez indicated they have not.

Piping in Ditches

Commissioner Townsend asked if costs for this had been determined. City Manager Fuller advised staff is updating the stormwater infrastructure inventory plan and once it is done will be provided to Commission. He also advised the stormwater rate study is underway.

Code Enforcement Report

City Manager Fuller advised it will be forwarded to Commission.

Ron Fairbanks, Commissioner, Ward III

Veterans Parade

Commissioner Fairbanks thanked Leisure Services, Bill Frye and the City Manager and staff for their work on the Veterans Parade.

Pam Henderson, Commissioner, Ward II

Half Cent Surtax Oversight Committee

Commissioner Henderson advised the Half Cent Surtax did pass and she would expect an Oversight Committee will be appointed with projects to move forward on.

OnSystems Detailed Trip Report

Commissioner Henderson asked if a detailed report of expenses had been submitted. City Manager Fuller advised it had not been received yet. She requested an invoice before they are paid.

Training & Travel Expenses

She requested monthly details of travel and training expenses, which City Manager Fuller will provide to all of Commission.

Melba Covey, Commissioner, Ward I

Code Enforcement Concerns

Commissioner Covey requested the maps detailing which areas are covered monthly by the Code Enforcement Officers in order to be able to address citizen questions. City Manager Fuller advised the map is currently in the conference room at City Hall. He will try to get it digitally or a smaller version for Commission.

Janice L. Peters, City Clerk

Charter Review Committee

City Clerk Peters advised she is still accepting applications for the Charter Review Committee until November 28th. She indicated that four applications have been received and that blank applications were available at the meeting.

Michael Fuller, City Manager

Garbage Haulers

City Manager Fuller advised that on November 3rd he met with the garbage haulers to inform them of the notice of intent and discuss the issues and complaints the City has been receiving related to trash and garbage. It was a good meeting and all indicated what was being asked was not unreasonable. Improvements are expected.

CRA Façade Improvement Grant

Letters are being sent to all business owners within the CRA district informing them of the funds available.

Comprehensive Emergency Plan

City Manager Fuller advised staff is working on the update of the plan and a draft should be available for Commission in December.

Personnel Manual Update

He also advised staff is working on the update to the Personnel Manual and will be starting on the Financial Policy in the 2nd quarter of 2017.

Bob Pelletier, Mayor

Goodwill Ribbon Cutting

Mayor Pelletier advised he received an invitation to the ribbon cutting for the new Goodwill at 129 Tyndall Parkway at 9:00 a.m. on December 9th. He urged Commission to attend.

Regions Bank

Mayor Pelletier indicated he and City Manager Fuller had met with Regions Bank and will be making internal changes as far as bank scanners. City Manager Fuller referenced vault services offered through Brinks or Loomis who will provide a vault for deposits which will update the account immediately. Change will also be available via the vault thereby eliminating the need for an employee to go to the bank. New check scanners are being reviewed as well.

City Manager Fuller hoped to have a banking RFP advertised by the end of the month with a 30-day window.

Water Meters

Mayor Pelletier would like staff to look at the feasibility of antenna systems which would allow for turning systems on and off from City Hall without the need for staff to physically go do it. The City Manager and staff will work on further automation of the system with current technology. Director Martinez indicated the problem with this is the solenoid has a battery which must be replaced.

Mayor Pelletier requested the City Manager do a report on how many of the old mechanical meters were equipped with drive-by modules in past years and how the problem will be remedied.

Public Works Server Update

Mayor Pelletier asked if this has been done. Director Martinez advised it has been done but it is not what was ordered. Mayor Pelletier will visit and talk with the City Manager to find a solution to fix.

Veterans Parade

Mayor Pelletier expressed appreciation to staff on the Veterans Parade. He stated the banners looked fantastic and the Christmas banners will be installed.

ANNOUNCEMENTS

Mayor Pelletier read the announcements.

ADJOURNMENT

There being no further business, the meeting was adjourned at 8:20 p.m.

Janice L. Peters, MMC, City Clerk

Attest: _____
Mayor

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

DATE: DECEMBER 13, 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 November 30, 2016.

ATTACHMENT:

- BUDGET-IN-BRIEF

5. REQUESTED MOTION/ACTION:

For review only. No action required.

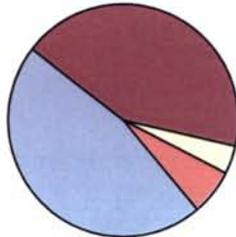


CITY OF CALLAWAY

Fiscal Year 2017

BUDGET-IN-BRIEF as of November 30, 2016 8.33% of Year Elapsed

YTD-Citywide Expense Allocation



Operating	46.6%	Personnel Svc	43.1%
Non-Operating	3.9%	Transfers	0.0%
Principal Debt Pmts	0.0%	Capital	6.4%

General Fund Revenues

Revenues	Budget	Year-to-Date	%
Ad valorem Taxes	1,009,036	135,504	13.4%
Other Taxes	1,859,115	241,443	13.0%
Permits, Fees, & Licenses	1,005,670	112,005	11.1%
Grants & Shared Revenue	2,089,964	341,592	16.3%
Service Charges	187,380	24,205	12.9%
Judgements, Fines, & Forfeits	3,500	1,885	53.9%
Interest & Other Earnings	4,850	-	0.0%
Rents & Royalties	59,317	4,048	6.8%
Sales of Fixed Assets	20,000	-	0.0%
Contributions & Donations	1,200	7	0.6%
Miscellaneous Revenue	2,900	-	0.0%
Total Revenues	\$ 6,242,932	\$ 860,689	13.8%

General Fund Expenditures

Expenditures	Budget	Year-to-Date	%
Executive (Commission)	62,178	8,987	14.5%
City Manager	184,767	27,314	14.8%
Finance	331,816	51,781	15.6%
Legal	120,000	3,657	3.0%
Planning & Code Enforcement	312,124	21,626	6.9%
Information Technology	104,878	11,717	11.2%
General Government	349,802	52,384	15.0%
Law Enforcement	1,483,600	258,968	17.5%
Fire Department	1,142,191	155,293	13.6%
Streets	1,422,223	111,665	7.9%
Maintenance Shop	282,343	29,482	10.4%
Leisure Services	854,784	107,756	12.6%
Cost Allocation Transfers	(570,573)	-	0.0%
Transfers	303,180	-	0.0%
Total Expenditures	\$ 6,383,313	\$ 840,630	13.2%

General Fund Increase/Decrease to Fund Balance

	Budget	Year-to-Date
Incr / (Decr) to Fund Balance	(140,381)	20,059

Community Redevelopment Fund

	Budget	Year-to-Date	%
Revenues & Trfrs In	68,570	-	0.0%
Expenditures	177,550	670	0.4%
Incr / (Decr) to Fund Balance	(108,980)	(670)	

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	745,558	-	0.0%
Expenditures	745,558	1,648	0.2%
Incr / (Decr) to Fund Balance	-	(1,648)	

Water Fund

	Budget	Year-to-Date	%
Revenues & Trfrs In	2,678,771	252,861	9.4%
Expenses & Trfrs Out	2,838,967	281,157	9.9%
Incr / (Decr) to Net Assets	(160,196)	(28,296)	

Nov. 2016 bills not posted as of 12/1/16

Sewer Fund

	Budget	Year-to-Date	%
Revenues & Trfrs In	4,332,000	382,652	8.8%
Expenses & Trfrs Out	4,839,573	176,313	3.6%
Incr / (Decr) to Net Assets	(507,573)	206,339	

Nov. 2016 bills not posted as of 12/1/16

Solid Waste Fund

	Budget	Year-to-Date	%
Revenues	585,550	50,318	8.6%
Expenses & Trfrs Out	762,854	93,835	12.3%
Incr / (Decr) to Net Assets	(177,304)	(43,517)	

Nov. 2016 bills not posted as of 12/1/16

Citywide Increase/Decrease to Fund Balance / Net Assets

	Budget	Year-to-Date
Incr / (Decr) to Fund Balance/Net Assets	(1,094,434)	152,267

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

DATE: DECEMBER 13, 2016

ITEM: FY2017 BUDGET TRANSFERS – ANNUAL LEAVE PAYOUTS

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

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

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

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

This is for transfer of funds from Salary budgets to Annual Leave Payout budgets to account for payments of accrued annual leave to Fire and Leisure Services staff who has left the employ of the City.

ATTACHMENT:
• BUDGET TRANSFER FORM

5. **REQUESTED MOTION/ACTION:**

Staff requests Commission approval of the budget transfer request.

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

DATE: DECEMBER 13, 2016

ITEM: BID AWARD – PW2016-11 KIMBREL AVENUE DRAINAGE IMPROVEMENTS

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
\$150,000 in the CRA budget; remainder (\$38,992.97) can be paid from new infrastructure surtax proceeds.

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

On October 28, 2016, staff issued a Bid Request for the Kimbrel Avenue drainage improvement project. Five (5) properly submitted bids were received as follows:

COMPANY	TOTAL BID
I-C Contractors	\$449,839.00
Royal American Construction	\$314,156.00
GAC Contractors	\$188,992.97
North Florida Construction	\$281,431.00
GCUC	\$396,015.00

It is the recommendation of the Engineer and Staff to award the contract to the lowest and most responsive bidder, GAC Contractors, for the not-to-exceed amount of \$188,992.97. Currently for this project, there is \$150,000 budgeted in the FY17 CRA Budget. A budget revision resolution in the amount of \$38,992.97 will be required for this project. The resolution will be brought to the Commission in January 2017 for approval. The City can fund the overages with proceeds from the recently approved infrastructure surtax.

ATTACHMENTS:

- ENGINEER'S RECOMMENDATION
- BID CERTIFICATION FORM FOR GAC
- AGREEMENT

5. REQUESTED MOTION/ACTION:

Staff recommends Commission award of bid to GAC Contractors for the not-to-exceed amount of \$188,992.97 with approval for the Mayor to sign the agreement.

December 1, 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 – Kimbrel Ave. Drainage Improvements
Award Recommendation
Dewberry | Preble-Rish Project No. 50085865**

Dear Mr. Fuller:

On behalf of the City of Callaway (City), Dewberry | Preble Rish (DPR) received bids from five contractors for the **City of Callaway – Kimbrel Ave. Drainage Improvements** project on November 29, 2016 at 1:00 p.m. CST.

After thorough review of all bids received, **GAC Contractors, Inc.** was the lowest responsive bidder. Therefore, DPR recommends that the City award **GAC Contractors, Inc.** the contract for a Total Lump Sum Bid of **\$188,992.97**.

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

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BID/RFP CERTIFICATION FORM
CITY OF CALLAWAY
KIMBREL AVENUE DRAINAGE IMPROVEMENTS
BID NO: PW2016-11

PROPOSERS CERTIFICATION TO THE CITY OF CALLAWAY:

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

2. Please check one:

 Proposer declares that the only person, persons, company, or parties interested in this Proposal are named in the Proposal.

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

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

4. Vendor proposes and agrees to provide all materials, services or equipment required for the City of Callaway **KIMBREL AVENUE DRAINAGE IMPROVEMENTS BID NO: PW2016-11**, for the Total Sum(s) as follows (*totals must match attached breakdown of costs*):

One Hundred eighty eight thousand nine hundred nine two dollars and ninety seven cents _____ Dollars

Written Amount

(\$ 188,992.97).

Numeric Amt.

BID TABULATION

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Mobilization	LS	1	6,705.13	6,705.13
2	Maintenance of Traffic (MOT)	LS	1	4,847.04	4,847.04
3	Bonds and Insurance	LS	1	1,696.46	1,696.46
4	As-Builts and Testing	LS	1	3,150.58	3,150.58
5	Removal and replacement of existing concrete driveways	SY	85	70.88	6,024.80
6	Silt Fence/Erosion Control	LS	1	667.58	667.58
7	Demolition/Clearing and Grubbing	LS	1	15,432.16	15,432.16
8	10" Limerock Base	SY	331	19.72	6,527.32
9	1.5" SP 9.5 Asphalt Surface Coarse	TN	27.3	186.06	5,079.44
10	SP 9.5 Asphalt Overbuild (Depth Varies)	TN	42.8	173.91	7,443.35
11	1" Milling Asphalt	SY	597	10.00	5,970.00
12	Concrete Curb and Gutter, Type F	LF	185	18.78	3,474.30
13	Concrete Sidewalk, 4" Thick	SY	126	45.80	5,770.80
14	Rip rap - ditch lining	SY	55	127.05	6,987.75
15	Performance Turf, Sod	SY	464	8.48	3,934.72
16	24" RCP	LF	305	53.34	16,268.70
17	15" CPP	LF	43	42.42	1,824.06
18	28" 24" CPP	LF	13	48.47	630.11
19	Type C inlet	EA	4	2,011.41	8,045.64
20	Drop Curve	LF	80	18.78	1,502.40
21	Pipe Handrail- Guiderail, Aluminum	LF	77	87.25	6,718.25
22	Mitered End Section 18"	EA	1	1,090.58	1,090.58
23	Utility Pole Relocate	EA		0	0
24	Water Meter Relocate	EA	1	605.88	605.88
25	Select Backfill	CY	145	7.71	1,117.95
26	2' of # 57 Bedding Stone Wrapped in D3 Filter Fabric	SY	97	68.47	6,641.59
27	Head Walls	EA	86	363.53	31,263.58
28	3x6 Box Culvert	EA LF	120	246.44	29,572.80
Bid Total					188,992.97

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

120 Days
 (Maximum 120 Calendar Days)

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

7. BIDDER HEREBY ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDUMS: 1

Name of Bidder: GAC Contractors, Inc.

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

If a Partnership: _____

Name(s) of Partner(s): _____

If a Corporation: GAC Contractors, Inc.

Incorporated in State of: Florida Date of Incorporation: 8/13/1958

Business Address: 4116 Hwy 231 N.

City: Panama City State FL Zip 32404

Telephone Number: (850) 785-4675 Fax (850) 769-3456

Submitted By: Derwin White

(Print)

Title: Vice President

Signature: _____

ATTEST: _____

Secretary

By: Robert N. Humble
Print Name

Affix Corporate Seal
(If Corporation)

State of Florida
County of Bay

The foregoing instrument was acknowledged before me this 28 day of Nov., 2016, by Derwin White, who is personally known to me or who presented _____ as identification, and who (did) (did not) take an oath.

Christina Roberts

[Signature of Notary Public]



[Printed, typed or stamped name of Notary Public]

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

**AGREEMENT FOR CONTRACTOR SERVICES
KIMBREL AVENUE DRAINAGE IMPROVEMENTS
BID NO.: PW2016-11**

This Agreement made as of this ____ day of _____, 2016, by and between the **City of Callaway**, Florida - (the "CITY"), and **GAC Contractors, Inc.**, authorized to do business in the State of Florida (the "CONTRACTOR"), and whose address is 4116 Hwy. 231 N., Panama City, FL 32404; Phone: (850) 785-4675 Fax.: (850) 769-3456.

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 **BID NO. PW2016-11 Kimbrel Avenue Drainage Improvements 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

The substantial completion date for this project will be 120 days from the date of the Notice to Proceed.

ARTICLE 3 - PAYMENTS TO CONTRACTOR

- A. The CITY shall pay to the CONTRACTOR for services satisfactorily performed **\$188,992.97**, which includes all direct charges, indirect charges and reimbursable expenses, if any. The CONTRACTOR will bill the CITY monthly.
- B. The invoices received from the CONTRACTOR pursuant to this Agreement will be reviewed and approved by the City Manager's office, indicating that services have been rendered in conformity with the Agreement, and then will be sent to the Finance Department for payment. The invoice must specify the work performed. Ten percent (10%) of each invoiced amount will be withheld and retained by the CITY until completion of the work to the satisfaction of the CITY.
- C. In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR'S final/last billing to the CITY. This indicates that all services have been performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice shall be waived by the CONTRACTOR.
- D. CONTRACTOR acknowledges that it has reviewed the scope of work and inspected the work site and does not anticipate having any CONTRACTOR requested change orders.

ARTICLE 4 - TERMINATION

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

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

ARTICLE 5 - PERSONNEL

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

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

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

ARTICLE 6 - SUBCONTRACTING

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

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

ARTICLE 7 - FEDERAL AND STATE TAX

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

ARTICLE 8 – INSURANCE & BONDS

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

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

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

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

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

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

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

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

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

ARTICLE 9 - EXCUSABLE DELAYS

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

If failure to perform is caused by the failure of the CONTRACTOR'S subcontractor(s) and is without the fault or negligence of them, the CONTRACTOR shall not be deemed to be in default.

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

ARTICLE 10 - LIQUIDATED DAMAGES

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

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

ARTICLE 11 - ARREARS

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

ARTICLE 12 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

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

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

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

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,
- G. Addenda (if any),
- H. Performance & Payments Bonds (if required),
- I. Change Orders (if any),
- J. Notice of Award

- K. Notice to Proceed
- L. Payment & Performance Bonds, if required,
- M. Change Order(s), if required,
- N. Engineered Drawings, if required,
- O. 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.

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: DECEMBER 13, 2016

ITEM: BID AWARD – PW2016-12 GROUND STORAGE TANK CLEANING/PAINTING

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)

On October 28, 2016, staff issued a Bid Request for the Ground Storage Tank Cleaning/Paint project. Thirteen (13) properly submitted bids were received as documented in the attached Bid Opening Minutes.

It is the recommendation of staff to award the bid to West Florida Maintenance for the not-to-exceed amount of \$19,532.

ATTACHMENTS:

- DIRECTOR MEMO
- BID OPENING MINUTES
- BID CERTIFICATION FORM FOR WEST FLORIDA MAINT.
- AGREEMENT

5. REQUESTED MOTION/ACTION: Staff recommends Commission award of bid to West Florida Maintenance for the not-to-exceed amount of \$19,532 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: December 2, 2016

TO: J. Michael Fuller,
City Manager

FROM: Oscar J. Martinez,
Public Works Director 

RE: Recommendation of Bid Award for Ground Storage Tank Cleaning/Painting

Please find attached a recommendation of bid award from City of Callaway for this project. The City of Callaway recommend West Florida Maintenance as the lowest and most responsible bidder for this project. The base bid amount was \$19,532.00 for a total of \$19,532.00.

It is the recommendation of staff to award the bid to West Florida Maintenance for the not-to-exceed amount of \$19,532.

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."

CITY OF CALLAWAY
GROUND STORAGE TANK CLEANING/PAINTING
PW2016-12
BID OPENING MINUTES

November 16, 2016

1:15 P.M.

A bid opening was held at approximately 1:15 p.m. on Wednesday, November 16, 2016 at the City of Callaway Arts & Conference Center. Present were Janice L. Peters, City Clerk, Oscar Martinez, Director of Public Works and Amanda Hopkins, Administrative Support Clerk.

City Clerk Peters indicated the request for bids notice was published in The Bay County News Herald on October 28, 2016, with a closing date of today, November 16, 2016. Two (2) addendums were issued and must be acknowledged in the bid packet.

As a result, thirteen (13) bids were received, all properly sealed and notated. The bid was to include three (3) original copies of the bid, along with the Bid Certification Form, Proof of Insurance, Public Entity Crime Statement, Drug-Free Workplace Certification, State of Florida Contractor's License, and a list of sub-contractors, if applicable,

The following company submitted a bid, which was opened and the result read as follows:

1.	<u>Worth Contracting Inc., Jacksonville, FL</u> Total Base Bid	<u>\$245,000.00</u>
2.	<u>Inspect Coatings, Campbell, OH</u> Total Base Bid	<u>\$84,000.00</u>
3.	<u>Harrison Contracting Co., Fort Walton Beach, FL</u> Total Base Bid	<u>\$54,900.00</u>
4.	<u>West Florida Maintenance, Inc., Palmetto, FL</u> Total Base Bid	<u>\$19,532.00</u>
5.	<u>Southern Road & Bridge, Dallas, TX</u> Total Base Bid	<u>\$220,000.00</u>
6.	<u>Viktor Construction Group, Tarpon Springs, FL</u> Total Base Bid	<u>\$68,000.00</u>
7.	<u>Anderson & Associates Const., Inc., Panama City, FL</u> Total Base Bid	<u>\$54,890.00</u>
8.	<u>Precon Corporation, Newberry, FL</u> Total Base Bid	<u>\$25,200.00</u>
9.	<u>Southern Road & Bridge, Tarpon Springs, FL</u> Total Base Bid	<u>\$195,000.00</u>

- | | | |
|-----|---|--------------------|
| 10. | <u>Omega Coatings & Const., Tarpon Springs, FL</u>
Total Base Bid | <u>\$61,600.00</u> |
| 11. | <u>Shamrock Restoration Services, Inc., Brooksville, FL</u>
Total Base Bid | <u>\$25,830.00</u> |
| 12. | <u>Custom Construction by Eric Orme, Panama City, FL</u>
Total Base Bid | <u>\$49,890.00</u> |
| 13. | <u>I-C Contractors Panama City, FL</u>
Total Base Bid | <u>\$42,845.00</u> |

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 December 13th meeting of Commission.



Janice L. Peters, City Clerk



COPY

BID/RFP CERTIFICATION FORM
CITY OF CALLAWAY
GROUND STORAGE TANK CLEANING/PAINTING
BID NO: PW2016-12

PROPOSERS CERTIFICATION TO THE CITY OF CALLAWAY:

1. The undersigned warrants that: (A) This Proposal is submitted in response to, and is in compliance with, all terms and conditions applicable thereto as set forth in the Advertisement, Instructions to Proposers, General Instructions and Conditions, Special Instructions and Conditions, Bid/RFP Certification Forms, the Minimum Technical Specifications, Addendum, Exhibits, Agreement, Bonds, and Insurance Requirements, each of which has been carefully examined. (B) Proposer or Proposer's representative has made such investigation as is necessary to determine the character and extent of the work and their capability to perform the work, and (C) agrees that if the Proposal is accepted by the City, Proposer will provide the necessary labor, materials, machinery, equipment, tools or apparatus, and perform all the work or services required to complete the assignment and/or contract within the time specified according to the requirements of the City as herein and hereinafter set forth, and (D) he/she is authorized to legally execute binding contracts for and on behalf of the Proposer.
2. Please check one:
 - Proposer declares that the only person, persons, company, or parties interested in this Proposal are named in the Proposal.
 - Proposer, or one or more of Proposer's officers, principals, or any owner of more than 5% in or of proposer, or members of their immediate families: (A) have a financial interest in another company, project, or property that could benefit financially from this proposed project; and/or (B) another individual or business will be compensated by (or on behalf of proposer) if Proposer is selected by the City for the requested services. (Attach a detailed explanation for either.)
3. Bid Bond - If the Proposal is accepted by the City, it will become a binding contract on both parties. If a Bid Bond or Cashier's Check/Certified Check is required, it shall be submitted with the Proposal. If the undersigned shall fail to deliver or perform, or if applicable, execute a Contract as stated herein, then the City may, at its option, determine that the undersigned has abandoned the Award/Contract, and thereupon such Bid and/or Award shall be null and void, and any Cashier's Check/Certified Check or Bond accompanying this Bid shall be forfeited to and become the property of the City, and the full amount of said check, or if a Bid Bond, the full amount of such bond, shall be paid to the City as partial liquidated damages; otherwise, any Bond or Cashier's Check/Certified Check accompanying this Bid shall be returned to the undersigned within 30 calendar days from the date of Award, or if provisions for a Notice to Proceed are included, from the date of the Notice to Proceed.
4. Vendor proposes and agrees to provide all materials, services or equipment required for the City of Callaway **GROUND STORAGE TANK CLEANING/PAINTING BID NO: PW2016-12**, for the Total Sum(s) as follows: nineteen thousand, five hundred thirty-two Dollars (\$19,532.00).
5. Number of days from date of the Notice to Proceed that will be required for the final completion of all work as described herein. 30 calendar days
(Maximum 30 Calendar Days)
6. The City reserves the right to accept any or all prices itemized in any combination that best serves the interests of the City. The City further reserves the right to accept or reject any of the components of this Proposal, including alternates.
7. BIDDER HEREBY ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDUMS: 1 & 2

Name of Bidder: West Florida Maintenance, Inc

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

If a Partnership: _____

Name(s) of Partner(s): _____

If a Corporation: _____

Incorporated in State of: Florida Date of Incorporation: 6/5/2002

Business Address: 253 Aloha Drive

City: Palmetto State FL Zip 34221

Telephone Number: () ⁸¹³ 843-0041 Fax () _____

Submitted By: Frank Sontas
(Print)

Title: President

Signature: [Handwritten Signature]

ATTEST: Loreen Melilli
Secretary

By: Loreen Melilli
Print Name

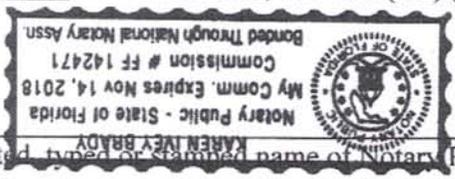
Affix Corporate Seal
(If Corporation)



State of Florida
County of _____

The foregoing instrument was acknowledged before me this 14 day of Nov., 2016, by Frank Sontas, who is personally known to me or who presented FLDL as identification, and who (did) (did not) take an oath.

Karen Lwey Brady
[Signature of Notary Public]



[Printed, typed or stamped name of Notary Public]

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

**AGREEMENT FOR CONTRACTOR SERVICES
GROUND STORAGE TANK CLEANING/PAINTING
BID NO.: PW2016-12**

This Agreement made as of this ____ day of _____, 2016, by and between the **City of Callaway**, Florida - (the "CITY"), and **West Florida Maintenance, Inc.**, authorized to do business in the State of Florida (the "CONTRACTOR"), and whose address is 253 Aloha Drive, Palmetto, FL 34221; Phone: (813) 843-0041.

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 **BID NO. PW2016-12 Ground Storage Tank Cleaning/Painting**.

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

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

ARTICLE 2 - SCHEDULE

The substantial completion date for this project will be 30 days from the date of the Notice to Proceed.

ARTICLE 3 - PAYMENTS TO CONTRACTOR

- A. The CITY shall pay to the CONTRACTOR for services satisfactorily performed **\$19,532.00**, which includes all direct charges, indirect charges and reimbursable expenses, if any. The CONTRACTOR will bill the CITY monthly.
- B. The invoices received from the CONTRACTOR pursuant to this Agreement will be reviewed and approved by the City Manager's office, indicating that services have been rendered in conformity with the Agreement, and then will be sent to the Finance Department for payment. The invoice must specify the work performed. Ten percent (10%) of each invoiced amount will be withheld and retained by the CITY until completion of the work to the satisfaction of the CITY.
- C. In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR'S final/last billing to the CITY. This indicates that all services have been performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice shall be waived by the CONTRACTOR.
- D. CONTRACTOR acknowledges that it has reviewed the scope of work and inspected the work site and does not anticipate having any CONTRACTOR requested change orders.

ARTICLE 4 - TERMINATION

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

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

ARTICLE 5 - PERSONNEL

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

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

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

ARTICLE 6 - SUBCONTRACTING

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

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

ARTICLE 7 - FEDERAL AND STATE TAX

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

ARTICLE 8 – INSURANCE & BONDS

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

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

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

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

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

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

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

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

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

ARTICLE 9 - EXCUSABLE DELAYS

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

If failure to perform is caused by the failure of the CONTRACTOR'S subcontractor(s) and is without the fault or negligence of them, the CONTRACTOR shall not be deemed to be in default.

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

ARTICLE 10 - LIQUIDATED DAMAGES

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

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

ARTICLE 11 - ARREARS

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

ARTICLE 12 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

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

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

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

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,
- G. Addenda (if any),
- H. Performance & Payments Bonds (if required),
- I. Change Orders (if any),
- J. Notice of Award

- K. Notice to Proceed
- L. Payment & Performance Bonds, if required,
- M. Change Order(s), if required,
- N. Engineered Drawings, if required,
- O. 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.

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: DECEMBER 13, 2016

ITEM: BID AWARD – BOB LITTLE ROAD SIDEWALK CONSTRUCTION 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)

On October 14, 2016, staff issued a Bid Request for the Bob Little Road Sidewalk Construction project. Six (6) properly submitted bids were received as follows:

COMPANY	TOTAL BID	STATUS
Main Street Construction Services	\$305,681.50	Not FDOT Pre-qualified
GCUC	\$378,920.50	Disqualified – Bid Incomplete
North Florida Construction, Inc.	\$386,151.30	Recommended Award
BCL Civil Contractors, Inc.	\$429,820.00	
Floridian Construction & Development	\$450,394.77	
C.W. Roberts Contracting	\$524,927.30	

The apparent low bidder, Main Street Construction Services, was not FDOT pre-qualified, as was a stated requirement in the bid. The second lowest bidder, GCUC, did not acknowledge Addendums, therefore, did not submit the correct Bid Certification Form and other required documents. It is the recommendation of the Engineer and Staff to award the bid to North Florida Construction, Inc., for the not-to-exceed amount of \$386,151.30. This project is federally funded with assistance from the Florida Department of Transportation and Federal Highway Administration LAP Agreement Numbers 433565-1-58-01 and 4253-034-C.

ATTACHMENTS:

- DIRECTOR MEMO
- ENGINEER'S RECOMMENDATION – E-MAIL
- BID CERTIFICATION FORM FOR NORTH FLORIDA
- AGREEMENT

5. REQUESTED MOTION/ACTION: Staff recommends Commission award of bid to North Florida Construction, Inc., for the not-to-exceed amount of \$386,151.30 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: November 29, 2016

TO: J. Michael Fuller, City Manager

FROM: Oscar J. Martinez, Public Works Director

RE: Recommendation of Bid Award for Bob Little Road Construction Project
FPID: 435531-1-58-01

Please find attached a recommendation of bid award from Jessica Bloomfield with Metric Engineering, Inc. for this project. She recommends North Florida Construction, Inc. as the lowest and most responsible bidder with the amount of \$386,151.30. A total of six bids were received for this project. Two bids were lower but the contractor with the lowest bid was not prequalified with the Florida Department of Transportation and the second lowest contractor was disqualified for not acknowledging the addendums and submitting the proper forms.

Public works staff concurs with the recommendation of North Florida Construction, Inc.

Thank you,
Public Works Director Martinez

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

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

Janice Peters

From: Jessica Bloomfield <JBloomfield@metriceng.com>
Sent: Thursday, November 10, 2016 12:31 PM
To: Janice Peters; Oscar Martinez; Tina Dixon
Cc: Michael Fuller
Subject: RE: Bob Little Bid Tabs

Thanks,

The tabulation looks good. Main Street does not have any prequalifications with FDOT. Unless they're doing business as a different name... I don't think they are qualified, therefore North Florida Construction would be the lowest responsive bidder.

Best of luck with this project. CEI will be in contact with me if there are any design issues during construction.

Thank you,

JESSICA BLOOMFIELD, PE
Panama City Office Manager



2616 Jenks Avenue, Panama City, FL 32405
Office: (850) 872-8044
Cell: (850) 596-1526
Fax: (850) 872-8704
jbloomfield@metriceng.com
www.metriceng.com

From: Janice Peters [mailto:JPeters@cityofcallaway.com]
Sent: Thursday, November 10, 2016 11:22 AM
To: Jessica Bloomfield <JBloomfield@metriceng.com>; Oscar Martinez <OMartinez@cityofcallaway.com>; Tina Dixon <TDixon@cityofcallaway.com>
Cc: Michael Fuller <MFuller@cityofcallaway.com>
Subject: Bob Little Bid Tabs

Hi Jessica,

Here are the Bid Sections of all the bids received and the bid tabulation spreadsheet. As noted, North Florida Construction, Inc.'s bid is increased by \$2,591.99 due to a miscalculation of the line item for Detectable Warnings. This does not change the rankings. Please let me know if you need anything further.

Thank you,

Jan

Janice L. Peters, MMC, City Clerk

**SECTION 00030
BID**

This proposal of North Florida Construction, Inc.
(hereinafter called "Bidder"), organized and existing under the laws of the State of
Florida doing business as a corporation
("a corporation," "a partnership," or "an individual") is hereby submitted to the City of Callaway
(hereinafter called "OWNER").

In compliance with the OWNER's Advertisement for Bids (Section 00010), the Bidder hereby
proposes to perform all Work for the construction of the City of Callaway – Bob Little Road
(CR22A) Sidewalk Construction in strict accordance with the Contract Documents, within the time
set forth therein, and at the prices stated below.

By submission of this Bid, each Bidder certifies, and in the case of a joint Bid each party thereto
certifies as to its own organization, that this Bid has been arrived at independently, without
consultation, communication, or agreement as to any matter relating to this Bid with any other
Bidder or with any competitor.

Bidder hereby agrees to commence Work under this Contract on or before a date to be specified in
the Notice to Proceed and to substantially complete the project within 100 consecutive calendar days
and to fully complete the project 30 days thereafter. Liquidated damages for failure to fully
complete the project within the specified time will be set at \$1,099 per day.

Bidder agrees to pay liquidated damages, as described herein.

Bidder acknowledges receipt of the following ADDENDUM(s):

Addendum No. 1, November 3, 2016

Addendum No. _____, _____, _____.

Addendum No. _____, _____, _____.

Addendum No. _____, _____, _____.

BID SCHEDULE

By submitting this Bid, the Bidder understands that all items specified in these Contract
Documents must be included in the Total Base Bid.

CITY OF CALLAWAY

SUMMARY OF PAY ITEMS

PROJECT: CR22A (BOB LITTLE ROAD) SIDEWALK FROM CHERRY STREET TO 7TH STREET

ITEM NUMBER	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL
0101- 1-	MOBILIZATION (5%)	LS	1	\$19,000.00	\$19,000.00
0102- 1-	MAINTENANCE OF TRAFFIC (10%)	LS	1	\$33,153.00	\$33,153.00
0102- 14-	TRAFFIC CONTROL OFFICER	MH	16	\$50.00	\$800.00
0104- 10- 3	SEDIMENT BARRIER	LF	4332	\$1.22	\$5,415.00
0104- 18-	INLET PROTECTION SYSTEM	EA	6	\$283.00	\$1,698.00
0110- 1- 1	CLEARING AND GRUBBING (0.96 AC)	LS	1	\$5,112.00	\$5,112.00
0120- 1-	REGULAR EXCAVATION	CY	164	\$12.00	\$1,968.00
0120- 2- 2	BORROW EXCAVATION, TRUCK MEASURE	CY	395	\$17.00	\$6,715.00
0162- 1- 11	PREPARED SOIL LAYER, FINISH SOIL LAYER	SY	4466	\$5.00	\$22,330.00
0286- 1	TURNOUT CONSTRUCTION	SY	860	\$10.00	\$8,600.00
0334- 1- 11	SUPERPAVE ASPHALTIC CONC, TRAFFIC A	TN	94.6	\$240.00	\$22,704.00
0400- 0- 11	CONCRETE CLASS NS, GRAVITY WALL	CY	94	\$620.00	\$58,780.00
0400- 1- 2	CONCRETE CLASS 1, ENDWALLS	CY	4.98	\$685.00	\$3,411.00
0425- 1-521	INLETS, DT BOT, TYPE C, <10'	EA	3	\$1,945.00	\$5,835.00
0425- 1-910	INLETS, CLOSED FLUME	EA	3	\$829.00	\$2,487.00
0430- 94- 1	DESILTING PIPE, 0-24"	LF	50	\$10.00	\$500.00
0430-174-118	PIPE CULVERT, OPT MATERIAL, ROUND, 18" SD	LF	148	\$57.00	\$8,436.00
0430-175-130	PIPE CULVERT, OPT MATERIAL, ROUND, 30" S/C/D	LF	8	\$128.00	\$1,024.00
0430-175-218	PIPE CULVERT, OPT MATERIAL, ELLIPTICAL, 14x23" S/C/D	LF	8	\$68.00	\$544.00
0430-982-125	MES, OPT ROUND, 18" CD	EA	1	\$152.00	\$152.00
0515- 2-321	PEDESTRIAN/BICYCLE RAILING, ALUMINUM 54", TYPE 1	LF	262	\$90.00	\$23,580.00
0520- 1- 10	CONCRETE CURB & GUTTER, TYPE F	LF	254	\$42.00	\$10,668.00
0520- 2- 4	CONCRETE CURB, TYPE D	LF	696	\$20.00	\$13,920.00
0522- 1-	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	SY	2487	\$40.00	\$99,480.00
0522- 2-	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	23	\$84.00	\$1,932.00
0527- 2-	DETECTABLE WARNINGS	SF	246	\$16.00	\$3,936.00
0570- 1- 2	PERFORMANCE TURF, SOD	SY	4466	\$3.00	\$13,398.00
0700- 1- 50	SINGLE SIGN POST, RELOCATE	AS	6	\$60.00	\$360.00
0711- 11-123	THERMOPLASTIC PAVEMENT MARKING, STD, WHITE, 12"	LF	518	\$3.00	\$1,554.00
0711- 11-125	THERMOPLASTIC MARKING, STD, WHITE, 24"	LF	55	\$5.00	\$275.00
0711- 11-211	THERMOPLASTIC MARKING, STD, YELLOW, 6"	LF	20	\$6.00	\$120.00
0711- 17-	THERMOPLASTIC, REMOVE EXISTING THERMOPLASTIC PAVEMENT MARKINGS	SF	288	\$4.00	\$1,152.00
0999- 25-	INITIAL CONTINGENCY AMOUNT, DO NOT BID	LS	1		

Total bid price is THREE HUNDRED EIGHTY THREE THOUSAND FIVE HUNDRED FIFTY NINE DOLLARS & THIRTY CENTS (\$383,559.30)

BOB LITTLE ROAD (CR22A) SIDEWALK CONSTRUCTION

BID 00030-2

-3936-

286151.00

Respectfully Submitted:



Signature

North Florida Construction, Inc.

Company Name

President

Title

PO Box 129 Clarksville, FL 32430

Address

10/26/2016

Date

850-674-5730

Phone Number

SEAL:

(If Bid by Corporation)



END OF SECTION

**AGREEMENT FOR CONTRACTOR SERVICES
BOB LITTLE ROAD (CR22A) SIDEWALK CONSTRUCTION**

This Agreement made as of this 13th day of, December, 2016, by and between the **City of Callaway**, Florida - (the "CITY"), and North Florida Construction, Inc., authorized to do business in the State of Florida (the "CONTRACTOR"), and whose address is P.O. Box 129, Clarksville, FL 32430 Phone: (850) 674-5730.

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

ARTICLE 1 - SERVICES

This is a Federal Aid Project and is subject to all provisions for Federal Aid Construction Contracts known as FHWA 1273 (ATTACHED HERETO AS EXHIBIT A) and shall comply with all applicable procedures, guidelines, manuals, standards and directives as described in the FOOT Local Agency Program Manual. The contractor will also be responsible for including these requirements in any subcontract.

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 **BOB LITTLE ROAD (CR22A) SIDEWALK CONSTRUCTION** 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

The CONTRACTOR will commence the work required by the contract documents within 10 calendar days after the date of the Notice to Proceed and will substantially complete the project within **100** consecutive calendar days and fully complete the project within **30** days thereafter, unless the period for completion is otherwise extended by the contract documents. Liquidated damages for failure to fully complete the project within the specified time will be set at **\$1,099** per day.

ARTICLE 3 - PAYMENTS TO CONTRACTOR

- A. The CITY shall pay to the CONTRACTOR for services satisfactorily performed, the not-to-exceed amount of **\$386,151.30**, which includes all direct charges, indirect charges and reimbursable expenses, if any. The CONTRACTOR will bill the CITY monthly.
- B. The invoices received from the CONTRACTOR pursuant to this Agreement will be reviewed and approved by the City Manager's office, indicating that services have been rendered in conformity with the Agreement, and then will be sent to the Finance Department for payment. The invoice must specify the work performed. Ten percent (10%) of each invoiced amount will be withheld and retained by the CITY until completion of the work to the satisfaction of the CITY.
- C. In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR'S final/last billing to the CITY. This indicates that

all services have been performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice shall be waived by the CONTRACTOR.

- D. CONTRACTOR acknowledges that it has reviewed the scope of work and inspected the work site and does not anticipate having any CONTRACTOR requested change orders.

ARTICLE 4 - TERMINATION

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

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

ARTICLE 5 - PERSONNEL

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

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

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

ARTICLE 6 - SUBCONTRACTING

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

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

ARTICLE 7 - FEDERAL AND STATE TAX

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

ARTICLE 8 – INSURANCE & BONDS

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

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

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

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

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

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

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

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

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

ARTICLE 9 - EXCUSABLE DELAYS

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

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

ARTICLE 10 - LIQUIDATED DAMAGES

Liquidated damages shall be paid to the CITY at the rate of \$1,099 per day for all work awarded under the contract until the work has been satisfactorily completed as provided by the Contract Documents, Article 2.

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
LAP Certification of Current Capacity

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
for Federal Aid Contracts

Certification of Disclosure of Lobbying Activities

Non-Collusion Declaration and Compliance With 49 CFR §29

Public Entity Crimes Statement,

- G. Addenda (if any),
- H. Performance & Payments Bonds (if required),
- I. Change Orders (if any),
- J. Notice of Award
- K. Notice to Proceed
- L. Engineered Drawings

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
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

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.

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

(SEAL)

Attest: _____
Janice L. Peters, MMC
City Clerk

By: _____
Bob Pelletier, Mayor

Contractor Witnesses:
(2 REQUIRED)

Contractor:

Witness: _____
Name

By: _____
Signature

Witness: _____
Name

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: DECEMBER 13, 2016

ITEM: PROPOSAL AWARD – CONSTRUCTION ENGINEERING INSPECTION (CEI) SERVICES FOR THE BOB LITTLE ROAD SIDEWALK/BIKE PATH CONSTRUCTION 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)

On October 14, 2016, staff issued a Bid Request for CEI Services for the Bob Little Road Sidewalk Construction project. Three (3) properly submitted Proposals were received as follows:

COMPANY	TOTAL SCORES	TOTAL #1 SCORES
Dewberry/Preble-Rish	89.33	1.5
DRMP	89.00	1.5
Southeastern Consulting Engineers, Inc.	72.66	0

The Evaluation Committee met on Monday, November 28, 2016, to tabulate the evaluations based upon criteria documented in the RFP. Dewberry/Preble-Rish and DRMP each had a #1 Ranking with a tie for a second #1 Ranking. Scoring wise, Dewberry/Preble-Rish scored .33 more than DRMP. All scores were tallied by the City Clerk and it was the recommendation of the Evaluation Committee to recommend award to Dewberry/Preble-Rish.

Once a selection is made, the city can then negotiate a cost for services. This project is being funded through the FDOT Local Agency Program (LAP). \$49,597 has been budgeted in LAP for CEI services for this project (\$413,324 is budgeted for construction).

ATTACHMENTS:

- EVALUATION COMMITTEE RECAP SHEET

5. REQUESTED MOTION/ACTION: Staff recommends Commission award the RFP to Dewberry /Preble-Rish.

**EVALUATION COMMITTEE RECAP SHEET
BOB LITTLE ROAD SIDEWALK/BIKE PATH PROJECT**

EVALUATION COMMITTEE	<u>PROPOSER A</u> DRMP	<u>PROPOSER B</u> DEWBERRY PREBLE- RISH	<u>PROPOSER C</u> SCE
Beverly Waldrip, Finance Director	99	96	83
Lisa Koepke, Assistant to the City Manager	85	85	56
Bill Frye, Zoning & Code Enforcement	83	87	79
Number of 1st Place Rankings	1.5	1.5	0
Number of 2nd Place Rankings	1	1	0
Number of 3rd Place Rankings	0	0	3
Total Scores <i>(Only relevant in the event of a tie for 1st place)</i>	267/3 89	268/3 89.33	218/3 72.66

- The firm with the most 1st places will be selected as the number one firm.
- The firm with the most 2nd places will be selected as the number two firm.
- The firm with the most 3rd places will be considered the number three firm.
- In the event that two firms tie, the firm with the highest total score will prevail.

Tabulated By: 
Janice L. Peters, MMC, City Clerk

Date: 11/28/10

Board Chair: 

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

DATE: DECEMBER 13, 2016

ITEM: **CDBG APPLICATION LEVERAGE**

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)

As part of the scoring analysis, Mr. Dingman recommends the City put \$25,000 in FY18 toward the grant for grant activity in order to increase the score. (\$25,000 is currently budgeted in FY17) The leverage is not needed until the grant is awarded and only the amount needed will be used.

The value is based upon the community wide needs score given to each community that is eligible for the grant.

ATTACHMENT:

- HOUSING REHABILITATION CATEGORY SCORING ANALYSIS

5. **REQUESTED MOTION/ACTION:**

It is recommended that the City Commission approve the \$25,000 leverage for FY18 as part of the CDBG application cycle.



SUMMIT PROFESSIONAL SERVICES, INC.

DEDICATED TO THE FUTURE OF YOUR COMMUNITY

CITY OF CALLAWAY
FFY 2016 CDBG Application Cycle
Housing Rehabilitation Category
Scoring Analysis

Maximum Grant Award: \$750,000

Criteria	Value	Max
Community Wide Need Score	80.30	250
Special Designation	0	20
Grant History	0	100
CATF Score	10	10
M/WBE Contracting	10	20
Local Government EEO	60	60
Fair Housing	10	10
Leverage	0	25
Activity Score	75	75
LI/VLI Impact Score (3 LI and 2 VLI)	235	235
Average CDBG Cost per LMI Housing Unit	120	120
Green Rehabilitation Standards	75	75
Total	675.30	1000
\$25K Leverage (\$50,000/25 points is the max)	12.50	
Total with Leverage	687.80	

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

DATE: DECEMBER 13, 2016

ITEM: **BAY COUNTY EMERGENCY MANAGEMENT AGREEMENT**

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 Agreement between Bay County Emergency Management and the City of Callaway (the "Agreement") is to participate in AlertBay notification system. The notification system is being set up by Bay County Emergency Management and funded by the State. The system will allow registered users to receive notifications by telephone, text, email, social media, or by downloading a free app called ContactBridge (see attached memo from Fire Chief).

If approved, the Agreement would be signed and sent to Bay County Emergency Management Chief Mark Bowen for execution. The City will then assign local administrators to complete training on how to properly issue alerts in the AlertBay notification system.

Attachment(s):

- MEMO FROM FIRE CHIEF
- AGREEMENT

5. REQUESTED MOTION/ACTION:

It is recommended that the City Commission approve the Agreement to participate in the AlertBay notification system.



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
Pamn Henderson
Ron Fairbanks
Joe Townsend

Date: December 5, 2016
To: Michael Fuller, City Manager
From: David Joyner, Fire Chief
Subject: AlertBay Notification System

AlertBay is an alerting system that would allow citizens to receive alerts for threatening weather, messages from law enforcement, or any other public hazard in the specific area they are signed up for.

Notifications to the registered users would be by telephone, text, email, social media, or by downloading a free app called "ContactBridge".

AlertBay is free to the city, and if approved by Commission the next step would be to have the assigned administrators complete a 4 hour online course to issue alerts on the behalf of the city.

Fire Department
P: 850-871-5300
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 Cent
P: 850-874-0035
F: 850-874-0706

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

**AN AGREEMENT BETWEEN BAY COUNTY EMERGENCY MANAGEMENT AND
THE CITY OF CALLAWAY**

This Agreement (the "Agreement") is made and entered into by the Bay County Emergency Management (hereinafter referred to as the "County") and the City of Callaway (hereinafter referred to as the "Subdivision"). The Florida Division of Emergency Management (hereinafter referred to as the "Division").

WHEREAS Section 252.35(2)(a)6, Florida Statutes (2015), (F.S.), requires the Florida Division of Emergency Management to establish a system of communications and warning to ensure that the state's population and emergency management agencies are warned of developing emergency situations and can communicate emergency response decisions;

WHEREAS the County has executed contract DEM-16-PG-E4-13-00-22-379 with The Division for the provision of countywide alert and mass notification services in support of the Division's AlertFlorida Initiative, hereinafter referred to as the "notification system;"

WHEREAS the Division is funding and providing the notification system at no local cost to eligible subdivisions for the initial contract and all renewal years (ending on June 30, 2019), contingent upon an annual appropriation by the Florida Legislature;

WHEREAS Section 252.38 F.S. establishes Emergency Management powers of political subdivisions and constructs safeguarding the life and property of its citizens as an innate responsibility of the governing political body of each political subdivision of the state, and;

WHEREAS the Subdivision desires to utilize the notification system provided by the County to transmit alerts, notifications, and other authorized public safety messaging to residents, businesses, and visitors located in or transiting through their political subdivision, while performing its powers under section 252.38 F.S.

NOW, THEREFORE, in consideration of the cooperative effort between the parties contained herein, the parties agree as follows:

1. TERM OF AGREEMENT

This agreement is effective on the date of execution by the last-signing party and shall remain in effect for the duration of services provided under contract DEM-16-PG-E4-13-00-22-379, but no later than June 30, 2019.

2. DUTIES AND RESPONSIBILITIES

A. Bay County Emergency Management

The County:

- I. Has assigned a System Administrator for the notification system who will enforce the performance of the Emergency Notification Plan and serve as a liaison with the Division.
- II. Reserves the right to access any Political Subdivision's Account in the system for purposes of system management, and to monitor system activity and usage.
- III. Will limit the number of personnel with high-level administrative access credentials to the system, and will take reasonable efforts to prevent the unauthorized disclosure of contact information protected under section 119.071(5)(j) F.S.
- IV. Reserves the right to launch a countywide notification to all available "opt-in" contact data in the system resulting from a catastrophic natural or technological disaster, a widespread public health emergency, an imminent or actual attack of a foreign military power, or a similar emergency where a delay to coordinate locally-initiated notifications would endanger the health and safety of the County's population.
- V. Reserves the right to require certain notification subscription options be set to "mandatory" in the public-facing opt-in portal, including:
 - a. Tornado Warnings
 - b. Flash Flood Warnings
 - c. Hurricane Warnings
 - d. Statewide Notifications
 - e. Countywide Notifications
- VI. Will, upon termination of the contract, distribute the system's recipient data to the political subdivision as specified in Minimum Support Requirement number eight of the contract's Scope of Work.

B. City of Callaway

The Subdivision:

- I. Acknowledges the terms and conditions of County's Mass Notification Standard Operating Procedure (SOP).
- II. Agrees to abide by the Everbridge Acceptable Use Policy, available via <http://www.everbridge.com/aup> and incorporated in the contract as Exhibit "F."
- III. Acknowledges the following authorized uses of the system and agrees to limit use of the system to those uses, defined by the Division as the following categories of notifications:
 - a. Population protective actions, such as evacuation orders, shelter-in-place warnings, boil water notices, and similar actions;
 - b. Emergency preparedness and response information, such as the availability of sand bag stations for flood-fighting efforts, notification of planned or anticipated disruption of municipal services & municipal or commercial utilities, the establishment of emergency shelters, implementation of curfews and other law enforcement security measures, the designation of security zones around specific planned

- events, the establishment of keywords for event-specific messaging, and other similar messaging that conveys a change in the subdivision's steady-state operational posture;
- c. Disaster recovery information, such as the location of disaster recovery centers, availability of voluntary agency or governmental disaster recovery assistance, and updates on debris clearance and the allowance of re-entry into a portion of the subdivision impacted by a disaster;
 - d. Emergency preparedness exercises, including operational tests of notification capability and public notification of functional or full-scale public safety and emergency management exercises occurring within the jurisdiction;
 - e. Law enforcement searches for a missing person or a manhunt for escaped convicts or suspects evading arrest;
 - f. Automated weather warnings provided by the National Weather Service;
 - g. Notification and recall of subdivision employees, contractors, and other response partners that support the activation of the subdivision's Emergency Operations Center or supplement the staffing of existing public safety response and recovery functions, including the staffing of specialty response teams, and;
 - h. Non Weather Messages (NWMs) that the Subdivision is authorized to broadcast via their IPAWS Alerting Authority including a Civil Danger Warning, Civil Emergency Message, Fire Warning, Hazardous Materials Warning, Local Area Emergency, 911 Telephone Outage Emergency, Nuclear Power Plant Warning, Radiological Hazard Warning, and future NWM's that may become available."
- IV. Acknowledges that while the contract provides access to Integrated Public Alert and Warning System (IPAWS) and Emergency Alert System (EAS) initiation features, the Division will NOT approve requests for Collaborative Operating Group (COG) licenses that originate from political subdivisions below the COUNTY level, as the alerting systems accessible through IPAWS are capable of transmitting alerts across jurisdictional boundaries.
- V. Agrees to follow the Emergency Notification Plan that governs access to and use of the notification system within the County, to include, at minimum, the following topics:
- a. Defining the local organization Group Manager(s);
 - b. Defining procedures for requesting Group Manager access within the jurisdiction and the training requirements for granting such access;
 - c. Establishing a message drafting and approval process;
 - d. Ensuring all users are trained according to the Plan.
 - e. Discussing the difference between "opt-in" and "opt-out" contact data, limiting the use of "opt-out" data to imminent or actual life

- threatening emergencies, and considering the time of day when initiating notifications that use "opt-out" data, and;
- f. Specifying the responsibility and frequency of periodically reviewing all user accounts within the subdivision's organization(s) to validate the continued relationship and need for access of each current user.
- VI. Acknowledges that Everbridge, Inc. provides additional notification system capabilities and services which are not covered under the Division's contract for the notification system (hereafter referred to as "non-covered services"). If the subdivision desires to enhance their notification capabilities by adding non-covered services to their organization(s), then the subdivision will be responsible for any additional costs incurred as a result of adding those services, plus any costs arising from technical support of the non-covered services, payable directly to Everbridge. The subdivision will notify the County who will then notify the Division of its intent to add non-covered services prior to deployment, and will provide an additional notification after deployment, with the intent of maintaining visibility on the vendor's provision of support and maintenance on covered features.

3. POINTS OF CONTACT

The parties shall direct all matters arising in connection with the performance of this Agreement to the attention of the respective contact persons named below for resolution or action:

For the County:

Chief Mark Bowen, Chief of Emergency Services
 700 Highway 2300
 Southport, Florida 32409
 Telephone: 850-248-6041
 Email: mbowen@baycountyfl.gov

For the Subdivision

Name **CITY OF CALLAWAY**
 Address **6601 E. HIGHWAY 22**
 City, State, Zip **CALLAWAY, FL 32404**
 Telephone: **850-871-6000**
 Email: **MFULLER@CITYOFCALLAWAY.COM**

4. TERMINATION OF AGREEMENT

The parties may terminate this Agreement at any time upon thirty days' written notice to the points of contact specified herein.

5. LIABILITY

Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. Nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of 768.28, F.S. Nothing herein shall be construed as consent by either party to be used by third parties.

6. ATTACHMENTS

The following attachments are incorporated hereunto by reference:

- A. Attachment 1 – Definitions
- B. Attachment 2 – Contract DEM-16-PG-E4-13-00-22-379 between the Division and Everbridge, Inc.
- C. Attachment 3- Executed MOA with the Division.
- D. Attachment 4- Alert Bay Standard Operating Procedure.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates appearing beneath their respective signatures.

Bay County Emergency Services

City of Callaway

By: _____
**Chief Mark Bowen, Chief of
Emergency Services**

By: _____
[Name, Title]
Michael Fuller, City Manager

Date

Date

Attachment 1 – Definitions

Account – An account is the access point to the web-based Everbridge Suite platform. Accounts are segmented into Organizations, and are typically segmented further into numerous groups.

Contact - Individuals who may receive notifications from or through the notification system, including any individual person who provides their personal contact information through an opt-in portal.

Opt-In – The process whereby a contact subscribes to receive notifications through an organization-specific web portal, or by sending the subdivision's keyword(s) or zip code(s) to an established SMS short code.

Opt-Out – Contact and address point data loaded into the Everbridge Platform by a political subdivision without the intervention of the contact.

Organization - In the Everbridge Platform, an organization (“Org”) contains a contact database and the capability to send notifications. Each Org has a mapping feature that allows users to send notifications based on registered locations of contacts. Orgs can be configured with a variety of settings and users can view and create numerous reports.

User - Individuals assigned roles and granted permission to manage users, manage contacts and groups, edit settings, and/or send notifications within the Everbridge platform.

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

DATE: DECEMBER 13, 2016

ITEM: ORDINANCE No. 970

VACATING AND ABANDONING AN EASEMENT ACROSS PROPERTY LOCATED AT 6328 CHERRY STREET, CALLAWAY, FL.

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)

Terrance Sidney has submitted application for the City to vacate and abandon all of the interest that the City of Callaway may have on an easement that crosses property he owns at 6328 Cherry Street.

The easement, once a FDOT easement, was created for drainage purposes; however, the storm water culvert was buried outside the easement further to the East.

This is the first reading of Ordinance No. 970. Upon final reading of Ordinance No. 970, Mr. Terrance Sidney will provide the City with a new easement to be located over the buried storm water culvert.

Attachment(s):

- Vacating and abandonment of easement Ordinance # 970
- Survey showing easement
- Portion of Old Callaway Plat
- Application / Petition for vacate easement
- Warranty deed

5. REQUESTED MOTION/ACTION:

It is recommended that the City Commission approve the Ordinance No. 970 to vacate and abandon the easement crossing the property at 6328 Cherry Street, Callaway FL.

ORDINANCE NO. 970

AN ORDINANCE VACATING AND ABANDONING THE CITY OF CALLAWAY'S INTEREST IN THAT RIGHT OF WAY LYING ACROSS THE PROPERTY LOCATED AT 6328 CHERRY STREET, DESCRIBED AS LOTS 8, 9, AND 10, BLOCK 28, CALLAWAY PLAT, ACCORDING TO THE PLAT THEREOF, RECORDED IN THE PUBLIC RECORDS AT PLAT BOOK 5, PAGE 1; AS FURTHER ILLUSTRATED ON THE ATTACHED MAP; VESTING TITLE TO SAID PROPERTY IN PERSONS, FIRMS OR CORPORATIONS AS PROVIDED BY LAW; PROVIDING FOR PUBLICATION; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND RECITING AN EFFECTIVE DATE.

WHEREAS, the City of Callaway, Florida, may have an interest in the Right of Way lying across the property known as Lots 8, 9, and 10, Block 28, as depicted on the Callaway Plat Recorded in Plat Book 5, Page 1, Public Records of Bay County, Florida (the "Property"); and

WHEREAS, Terry J. Sidney and wife, Sandra A. Sidney are the current owners (hereinafter referred to as the "Owners") of the Property which has the Right of Way lying thereon; and

WHEREAS, the City finds that, based on the recommendation of the Director of the Department of Public Works, the Right of Way lying across the Property as depicted on the Callaway Plat Recorded in Plat Book 5, Page 1, Public Records of Bay County, Florida has never been used due to its location and the City cannot foresee any reason why it would ever be used for any municipal purpose; and

WHEREAS, the City Commissioners of the City of Callaway, Florida, have determined that the City should abandon any interest it may have in the Right of Way; and

WHEREAS, the City and the Owners desire that the City abandon any interest the City may have in the Right of Way and that the Owners grant to the City a new right of way or easement elsewhere on the Property; and

WHEREAS, all conditions precedent necessary to abandon the Right of Way have been met; and

WHEREAS, the City of Callaway has determined that abandoning the Right of Way would not be in derogation of the public rights or needs of the City of Callaway, Florida.

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

SECTION 1. The City of Callaway hereby abandons any interest it may have in the Right of Way described above and depicted on the attached map.

SECTION 2. Title to the Right of Way abandoned shall vest in the persons, firms or corporations entitled thereto if any in accordance with the law.

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

SECTION 4. This ordinance shall take effect upon its passage.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Commission of the City of Callaway, Florida, this ____ day of _____, 2016.

CITY OF CALLAWAY, FLORIDA

By: _____
Bob Pelletier, Mayor

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

PASSED ON FIRST READING: _____

NOTICE PUBLISHED ON: _____

PASSED ON SECOND READING: _____

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

Kevin Obos, City Attorney

VOTE OF COMMISSION:

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

CHERRY STREET
66' R/W (PAVED)

CONC. DRAIN
STRUCTURE

DENOTES
FD. 1" IRON
PIPE (NO ID.)

S. R/W LINE

N 88°43'04" W 112.31'

9.5'

(37.5')

(37.5')

0.4'

0.3'

(37.5')

4.4'

5.00'

35.7'

1.1'

60.96'

51.35'

DITCH R/W LINE

DITCH R/W LINE

€ BURIED CULVERT

€ DITCH (AS PER FL DOT R/W MAPS)

PLATTED LOT LINE

PLATTED LOT LINE

LOT 11
BLOCK 28

LOT 10
BLOCK 28

LOT 9
BLOCK 28

LOT 8
BLOCK 28

N 00°51'47" E 149.98'

(150')

S 00°50'47" W 149.93'

(150')

15.00'

15.00'

62.63'

49.73'

N. R/W LINE

FD. 3/4" IRON
PIPE (NO ID.)

0.6'

(37.5')

0.1'

(37.5')

(37.5')

0.2'

0.4'

0.2'

N 88°44'28" W 112.36'

15' PLATTED ALLEY (NOT OPEN)

DITCH

EDGE OF WATER

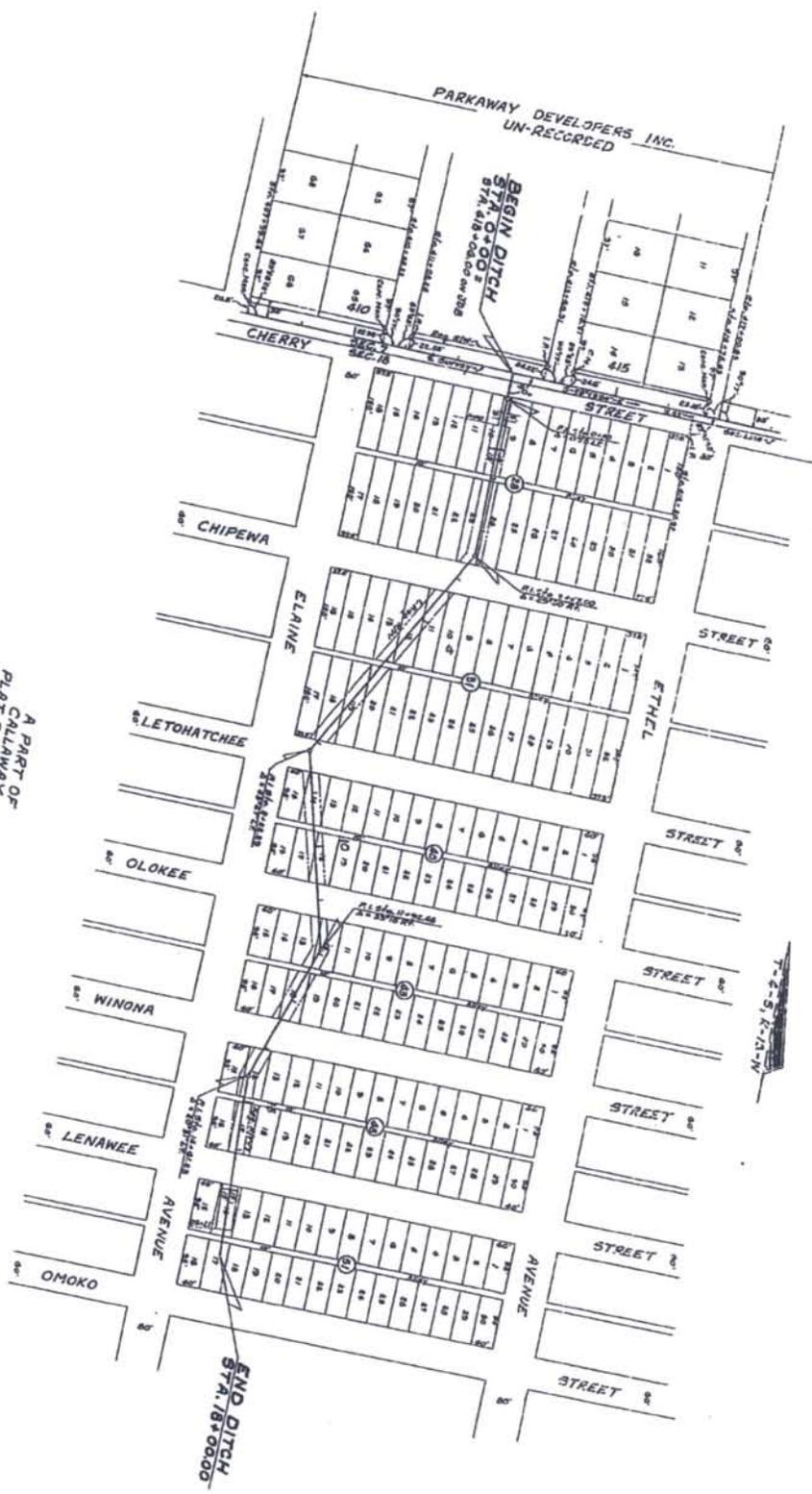
1.1'

1.1'

DEN
U

DETAIL OF DITCH
RT. OF STA. 415 + 06.00

A PART OF
CALLAWAY
PLAT BOOK 5, PAGE 1



STATE OF FLORIDA	
STATE ROAD DEPARTMENT	
RIGHT OF WAY MAP	
STATE ROAD NO.	617
COUNTY	DADE COUNTY
SECTION	46503-2601
SHEET	5 OF 5
SECTION 46503-2601	
SHEET 5 OF 5	
S.N. 30 AT HELMETS STORE TO S.R. 6-224	

DATE	1954
PROJECT NO.	46503-2601
SCALE	AS SHOWN
SHEET	5 OF 5



PETITION TO VACATE, DISCONTINUE, ABANDON OR CLOSE
STREETS, ALLEYS, ROADS, RIGHTS-OF-WAY AND EASEMENTS

I, {full legal name} Terrence John Sidney
being sworn, certify that the following information is true:

1. PETITIONER'S ADDRESS

Street: 6328 Cherry St
Callaway, FL 324041

2. LEGAL DESCRIPTION

of [Street / Road / Alley / Right-of-Way / Easement]
to be [Closed / Discontinued / Vacated / Abandoned] (attach legal description or
type legal description below):

3. PROOF OF OWNERSHIP

I have attached to this petition (check those that apply)

Ownership and encumbrance report or certificate

Abstract of Title

Latest tax role data from Bay County Property Appraiser

and evidence of all owners, encumbrances, mortgage holders, lienors and lessees
of all lands abutting any street, road, alley, right-of-way or any part or portion
thereof, or, in the case of an easement, the owners, encumbrances, mortgage
holders, lienors and lessees of any part or portion of the easement requested to be
vacated, discontinued, closed or abandoned.

4. PETITIONER'S REQUEST

Petitioner requests that the City (check those that apply)

[Close / Discontinue / Vacate / Abandon]

[Street / Road / Alley / Right-of-Way / Easement]

5. REASON FOR PETITION (Type below or attach reasons):

6. RELEASE AND HOLD HARMLESS AGREEMENT

The petitioner(s) herein named hereby waive, renounce, relinquish, absolve and discharge the City, its officers, employees, representatives and successors, of an from any and all claims, suits, actions, causes of action, responsibilities, duties and liabilities of any nature and kind whatsoever that such petitioner(s) may have, claim or demand, now or in the future, by reason of vacating, discontinuing, closing or abandoning of said street, road, alley, right-of-way, easement or any part or portion thereof and agree to indemnify and hold the City, its officers, employees, representatives and successors, harmless from and against any and all claims, suits, responsibilities, actions, causes of action, duties and liabilities of any nature and kind whatsoever that any third party may have, claim or assert against the City, its officers, employees, representative and successors, by reason of the vacating, discontinuing, closing or abandoning of said street, road, alley, right-of-way, easement or any part or portion thereof.

I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this petition and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

Dated: 11/14/12

Terrence J. Sidney
Signature of Petitioner
Printed Name: Terrence J. Sidney
Address: 11200 Redemption Way
City, State, Zip: Panama City, FL 32404
Telephone: 850-596-5298

STATE OF FLORIDA
COUNTY OF BAY

Sworn or affirmed and signed before me on 14 November, 2012 by Terrence John Sidney.

Kimberly Michelle Courville
Notary Public

 Personally known

Produced ID

Type of ID produced Florida Driver License



Prepared by:
Terri Kiefer
Omega Title, LLC
2222 Jenks Avenue
Panama City, Florida 32405

File Number: 16-8683T

E-RECORDED simplified

ID: ORR 3820, PG 050
County: Bay
Date: 8-5-16 Time: 8:41 AM

General Warranty Deed

Made this August 4, 2016 A.D. By **Alan Rogers and wife Gayle Rogers**, whose address is: 5010 Cherry St., Panama City, Florida 32401, hereinafter called the grantor, to **Terry J. Sidney and wife, Sandra A. Sidney**, whose post office address is: 11200 Redemption Way, Panama City, Florida 32404, hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Bay County, Florida, viz:

Lots 8, 9 and 10, Block 28, Callaway Plat, according to the Plat thereof, recorded in the Public Records of Bay County, Florida.

Parcel ID Number: **06844-000-000**

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2016.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:



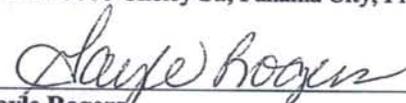
Witness Printed Name **Terri Kiefer**



Witness Printed Name **Angela Cannady**



Alan Rogers (Seal)
Address: 5010 Cherry St., Panama City, Florida 32401



Gayle Rogers (Seal)

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

DATE: DECEMBER 13, 2016

ITEM: ORDINANCE NO. 971 – MEDICAL MARIJUANA TEMPORARY MORATORIUM

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

2. AGENDA:
PRESENTATION
PUBLIC HEARING
CONSENT
OLD BUSINESS
REGULAR

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

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

On November 8, 2016, the voters of Florida approved Amendment 2 to the Florida Constitution which provided for legalization of medical marijuana for individuals with specific debilitating diseases or comparable debilitating conditions as determined by a licensed state physician. Changes from Amendment 2 will become effective on January 3, 2017.

Under it's home rule powers, the City of Callaway may determine the best way to regulate medical marijuana activities for the benefit of the public health, safety, and welfare. The City Commission may impose a temporary moratorim to provide the necessary time to study the impacts of cannabis despending facilities, including land use impacts, and to establish reasonable regulations relating to such establishments.

Ordinance No. 971 provides a temporary moratorium on the opening, relocation or expansion of any cannabis despending facility and any medical cannabis activities within the corporate limits of Callaway. The moratorium will be for a period of 240 days (or less if provided by city ordinance) in which time staff will study the impacts, and develop and recommend land development regulations for medical marijuana activities.

This is the first reading of Ordinance No. 971

- ATTACHMENTS:**
- ORDINANCE NO. 971

5. REQUESTED MOTION/ACTION:

It is recommended that the City Commission approve Ordinance No. 971 establishing a temporary moratorium for 240 days on the opening, relocation or expansion of any cannabis despending facility and any medical cannabis activities within the corporate limits of Callaway

ORDINANCE NO. 971

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF CALLAWAY, FLORIDA, ESTABLISHING A TEMPORARY MORATORIUM ON GROWING, CULTIVATION, PROCESSING, MANUFACTURING, DISPENSING, DISTRIBUTION, AND WHOLESALE AND RETAIL SALE OF MEDICAL CANNABIS, LOW-THC CANNABIS, AND DERIVATIVE PRODUCTS, OR ANY RELATED ACTIVITIES; ESTABLISHING A TEMPORARY MORATORIUM ON THE OPENING, RELOCATION, OR EXPANSION OF ANY MEDICAL MARIJUANA DISPENSING FACILITY WITHIN THE CORPORATE LIMITS OF CALLAWAY; DIRECTING CITY STAFF TO DEVELOP PROPOSED LAND DEVELOPMENT REGULATIONS AND OTHER RECOMMENDATIONS REGARDING SUCH CANNABIS-RELATED ACTIVITIES; PROVIDING FOR PENALTIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, in 2014 the Florida Legislature enacted the Compassionate Medical Cannabis Act, codified at Section 381.986, Florida Statutes (the "Compassionate Use Act"), which legalized the cultivation, processing, and dispensing of "Low-THC Cannabis," as defined by Section 381.986(1)(e), Florida Statutes, by a licensed dispensing organization for "Qualified Patients," as defined by Section 381.986(1)(h); and

WHEREAS, in 2016 the Florida Legislature amended the Right to Try Act, codified at Section 499.0295, Florida Statutes, which amended the Compassionate Use Act and legalized the cultivation, production, and dispensing of "Medical Cannabis," as defined by Section 381.986(1)(f), Florida Statutes, and derivative products by a licensed dispensing organization to "Eligible Patients," as defined by Section 499.0295, Florida Statutes; and

WHEREAS, the comprehensive State licensing and regulatory framework directs that the criteria for the number and location of, and other permitting requirements that do not conflict with state law or department rule for, dispensing facilities of cannabis businesses may be determined by local ordinance; and

WHEREAS, cannabis businesses licensed pursuant to the law have begun cultivating cannabis for processing and dispensing; and

WHEREAS, the dispensing of cannabis is currently illegal under federal law and the United States Drug Enforcement Agency has recently confirmed that cannabis remains a Schedule I drug under federal law, but the United States Department of Justice

has discussed federal enforcement of such laws with respect to state regulated cannabis operations in the 2012 “Cole Memorandum,” and;

WHEREAS, potential adverse impacts on the health, safety, and welfare of residents and business from secondary effects associated with the distribution of cannabis exist, potentially including, offensive odors, trespassing, theft, fire hazards, increased crime in and about the dispensary, robberies, negative impacts on nearby businesses, nuisance problems, and increased DUI incidents; and

WHEREAS, in November of this year, Florida voters decided to amend the Florida Constitution to legalize the cultivation, production, and dispensing of medical cannabis for a broader population of eligible patients; and

WHEREAS, Florida laws relating to the cultivation, production, and dispensing of cannabis products are rapidly changing – raising substantial questions about whether cannabis-related land uses, as a category of commercial use, may have deleterious and negative secondary effects on surrounding land uses and communities; and

WHEREAS, the purpose of this ordinance is to place a temporary moratorium on Medical Cannabis Activities, as defined herein, for a period of time reasonably necessary for the City to determine the best way to regulate Medical Cannabis Activities for the benefit of the public health, safety, and welfare and to promulgate reasonable regulations relating to such activities if deemed advisable by the City; and

WHEREAS, the City Commission of the City of Callaway hereby finds that the temporary moratorium imposed by this ordinance is intended to give the City the time reasonably necessary to investigate the impacts of cannabis dispensing facilities, and if necessary, to promulgate reasonable regulations relating to such establishments; and

WHEREAS, the City hereby finds that this ordinance advances an important government purpose by reducing the likelihood of the unregulated negative secondary effects of Medical Cannabis Activities; and

WHEREAS, the City has determined it is in the best interest of the public to adopt this ordinance pursuant to the City’s police powers and Section 381.986, Florida Statutes, to protect the health, safety, and welfare of the public;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF CALLAWAY, FLORIDA, AS FOLLOWS:

SECTION 1. Findings of fact.

The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a part of this ordinance.

SECTION 2. Definitions.

- a. **Derivative Product** means any form of cannabis suitable for administration to or consumption or use by a Qualified Patient, Eligible Patient, or any other similarly situated individual.
- b. **Dispensing Facility** means any facility where Derivative Product is dispensed at retail.
- c. **Low-THC Cannabis** means a plant of the genus *cannabis*, the dried flowers of which contain 0.8 percent or less of tetrahydrocannabinol and more than 10 percent of cannabidiol weight for weight; the seeds thereof; the resin extracted from any part of such plant; or any compound, manufacture, salt, derivative, mixture, or preparation of such plant or its seed or resin.
- d. **Medical Cannabis** means all parts of any plant of the genus *cannabis*, whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant or its seeds or resin.
- e. **Medical Cannabis Activities** means, without limitation, the growing, cultivation, processing, manufacturing, dispensing, distribution, and wholesale and retail sale of Medical Cannabis, Low-THC Cannabis, and Derivative Products, or any subset of such activities, or any related activities.

SECTION 3. Temporary Moratorium.

Beginning on the effective date of this Ordinance and continuing for a period of 240 days, or less if provided by an ordinance by the City Commission of the City of Callaway, a moratorium is hereby imposed on the opening, relocation, or expansion of any Dispensing Facility within the corporate limits of Callaway, including but not limited to Dispensing Facilities owned or operated by an approved dispensing organization

under Section 381.986, Florida Statutes. In addition, the moratorium is hereby imposed upon all Medical Cannabis Activities by any person or entity that is not an approved dispensing organization under Section 381.986, Florida Statutes, except where inconsistent with Florida law.

SECTION 4. Study and Recommendations.

During the moratorium period described in Section 3 of this ordinance, city staff is hereby directed to study Medical Cannabis Activities and their impact on the health, safety, and welfare of residents and businesses located within the City, and to develop and recommend land development regulations for Medical Cannabis Activities in the City, and any other relevant regulations and recommendations, with such recommendations and proposed regulations being delivered to the City Commission within a reasonable time before the expiration of this moratorium.

SECTION 5. Penalties.

Any person or entity who violates any provision of this ordinance, or who fails to comply therewith, shall be subject to the penalties as prescribed in Chapter 1, Section 1-12, Callaway Code of Ordinances.

SECTION 6. Severability.

If any provision of this ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable.

SECTION 7. Codification.

It is the intention of the City Commission, and it is hereby provided that the provisions of this ordinance shall become and be made a part of the Callaway Code of Ordinances; that the sections of this ordinance may be renumbered or re-lettered to accomplish such intention; and that the word "ordinance" may be changed to "section", "article" or other appropriate designation.

SECTION 8. Effective Date.

This Ordinance shall take effect immediately upon passage in accordance with Section 166.041, Florida Statutes.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Commission of the City of Callaway, Florida, this ____ day of _____, 2017.

CITY OF CALLAWAY, FLORIDA

By: _____
Bob Pelletier, Mayor

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

PASSED ON FIRST READING: _____

NOTICE PUBLISHED ON: _____

PASSED ON SECOND READING: _____

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

Kevin Obos, City Attorney

VOTE OF COMMISSION:

Covey _____
Fairbanks _____
Henderson _____
Pelletier _____
Townsend _____

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

DATE: DECEMBER 13, 2016

ITEM: ORDINANCE NO. 972 – VOLUNTARY ANNEXATION REQUEST BY THOMAS & JUDY PENDERGRAST OF 1232 PLANTATION DRIVE

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)**

Thomas and Judy Pendergrast have submitted application to voluntarily annex their property that is currently located in unincorporated Bay County Florida in to the City of Callaway.

City staff has reviewed the application and determined that the property at 1232 Plantation Drive is contiguous with the City, is reasonably compact, and will not create any enclaves. The annexation request complies with Chapter 171 Florida Statutes and staff recommends approval of Ordinance No. 972. This is the first reading of Ordinance No. 972.

ATTACHMENTS:

- ORDINANCE NO. 972
- APPLICATION/PETITION FOR VOLUNTARY ANNEXATION
- WARRANTY DEED WITH LEGAL DESCRIPTION
- AREA MAP

5. **REQUESTED MOTION/ACTION:**

Staff recommends Commission approve Ordinance No. 972 to annex the property at 1232 Plantation Drive into the City limits of Callaway upon 1st Reading and schedule the 2nd reading for the January 24th meeting of Commission.

ORDINANCE NO. 972

AN ORDINANCE ANNEXING THE FOLLOWING UNINCORPORATED AREA OF BAY COUNTY WHICH IS CONTIGUOUS TO THE CITY OF CALLAWAY, FLORIDA UPON PETITION OF THE OWNER OF SAID PROPERTY: PROPERTY CONTAINING APPROXIATELY 0.283 ACRES AND LOCATED AT 1232 PLANTATION DRIVE, PROPERTY ID 07377-025-000, AS MORE PARTICULARLY DESCRIBED IN THE ORDINANCE; REDEFINING THE BOUNDARY LINES OF THE CITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT IMMEDIATELY UPON PASSAGE.

WHEREAS, Thomas and Judy Pendergrast, owners of real property in an unincorporated area of Bay County which is contiguous to this City, have filed a petition on the 1st day of November, 2016, praying that said real property, being more particularly described below, be annexed to this City, and

WHEREAS, Chapter 171, Florida Statutes provides the exclusive method of municipal annexation in order to insure sound urban development, accommodation to growth, and the provision of municipal services to those areas, and

WHEREAS, the City Commission has determined that the area to be annexed is contiguous and reasonably compact, annexation of said property will not result in the creation of any enclaves, and the property otherwise fully complies with the requirements of State law; and

WHEREAS, the City Commission of this City has determined that the petition bears the signatures of all the owners of the property in the area proposed to be annexed, and

WHEREAS, Notice of Voluntary Annexation for this property has been published in the Panama City News-Herald once a week for two (2) consecutive weeks prior to this date, the same being a newspaper of general circulation in this City.

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

SECTION 1. Annexation of Real Property. The real property described herein shall be, and is hereby annexed and made part of the City of Callaway, Florida. This real property is described in "Schedule A" and illustrated in the attachment to this Ordinance, and contains 0.283 acres, more or less. The described real property shall be existing within the boundaries of the City and known to be existing within said boundaries from the effective date of this Ordinance.

SECTION 2. City Boundaries Redefined. The boundary lines of the City of Callaway, Florida, are redefined to include therein said tract of land. The revision shall be filed with the Florida Department of State within 30 days of adoption. A certified copy of this Ordinance shall be submitted to the Office of Economic and Demographic Research along with a statement effect on population census and the affected land area.

SECTION 3. Repealer. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4. Severability. Should any section or provision of this Ordinance or any portion hereof, including any paragraph, sentence or work be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereto as a whole, and the invalid portion shall be severed from the remainder of this Ordinance and the remainder of this Ordinance shall continue to be lawful, enforceable and valid.

SECTION 5. Effective Date. This ordinance shall take effect immediately upon adoption.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Commission of the City of Callaway, Florida, this ____ day of _____, 2017.

CITY OF CALLAWAY, FLORIDA

By: _____
Bob Pelletier, Mayor

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

PASSED ON FIRST READING: _____

NOTICE PUBLISHED ON: _____

PASSED ON SECOND READING: _____

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

Kevin Obos, City Attorney

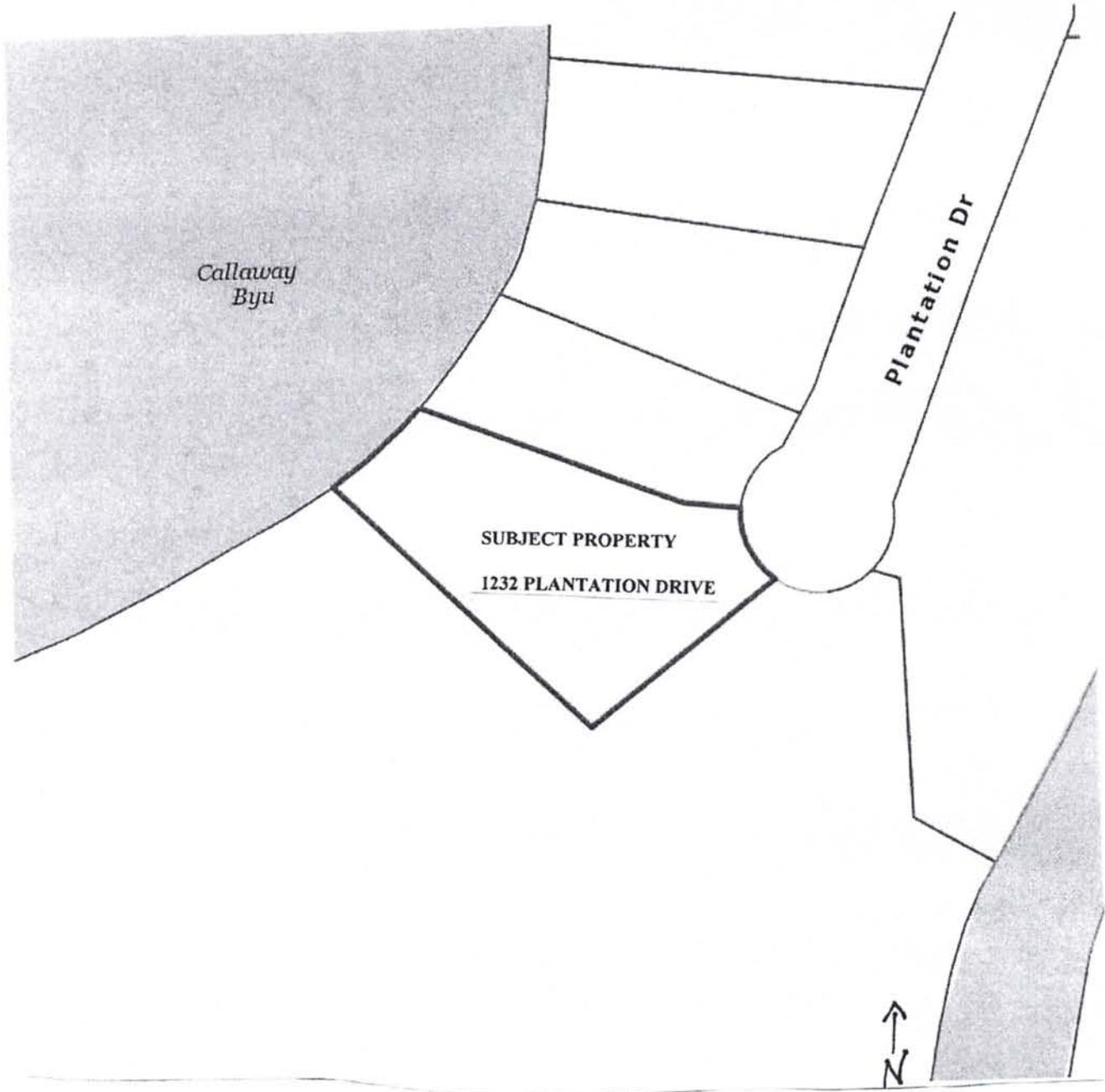
VOTE OF COMMISSION:

Covey _____
Fairbanks _____
Henderson _____
Pelletier _____
Townsend _____

Schedule A

Lot 26; Commencing at a PRM at the SE Corner of Section 17, T4S, R13W; thence S-13°24'21"W (basis of bearing is East line of said Section 17, which has a bearing of N03°31'21"W), 454 feet; thence N85°47'39"W, 770.2 feet; thence N05°12'35"W, 56 feet; thence S84°47'25"W, 8.6 feet; thence S01°04'35"E, 100 feet; thence S16°25'25"W, 50 feet; thence S28°30'25"W, 300 feet; thence S36°50'25"W, 260 feet; thence S46°38'25"W, 210 feet; thence S03°22'45"W, 375 feet; thence S12°46'15"E, 200 feet; thence S00°20'45"W, 200 feet; thence N84°39'15"W, 11.00 feet; thence S21°40'55"W, 90.00 feet; thence S20°16'37"W, 95.00 feet; thence S28°25'40"W, 35.25 feet to a point on a curve concave to the East and having a radius of 40 feet; thence 40.78 feet along said curve (chord bearing and distance of S34°39'05"W, 39.04 feet); thence N84°33'15"W, 30.00 feet to the Point of Beginning; thence S84°33'15"E, 30.00 feet; thence 30.72 feet along said curve (chord bearing and distance: S-16°33'14"E, 29.97 feet); thence S51°26'45"W, 112.00 feet; thence N46°34'52"W, 163.10 feet more or less to the waters edge of Callaway Bayou; thence Northeasterly along the waters edge of Callaway Bayou to a point which N64°40'06"W from the Point of Beginning; thence S64°40'06"E, 122.47 feet more or less to the Point of Beginning.

ATTACHMENT TO ORDINANCE NO. 972





Planning Department
6603 E. Hwy 22, Callaway, FL 32404
Phone (850) 871-4672 Fax (850) 871-2444
www.cityofcallaway.com

PETITION FOR VOLUNTARY ANNEXATION

Comes now Thomas L. and Judy Pendergrast, the owner(s) of the real property located in an unincorporated area of Bay County that is contiguous to the City of Callaway in Bay County, Florida, and in petitioning say:

1. Petitioners are the sole owner(s) of the following described real property whose address of the location is: 1232 PLANTATION DRIVE
2. That said real property lies in an unincorporated area of Bay County which is contiguous to the City of Callaway in Bay County, Florida, and said real property meets the standards of Section 171.042, Florida Statutes.
3. Petitioners desire that said described real property be annexed to the City of Callaway, in Bay County, Florida.

WHEREFORE, Petitioners pray that said City annex the above described property as soon as same can be accomplished in accordance with law.

February 9, 2016

Signed in the presence of:

Thomas L. Pendergrast

Owner

Judy Pendergrast

Owner

STATE OF FLORIDA
COUNTY OF BAY

Sworn to and subscribed before me this 1st day of Nov, 20 16, by

Thomas & Judy Pendergrast, who is personally known to me or who has produced

FLA Driver license x2 as identification and who did/did not take an oath.



MELODY MICHELLE BARTLETT
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF057265
Expires 9/25/2017

Melody M Bartlett
Notary Public

Print Name: Melody m Bartlett

My Commission Expires:

Sept 25 2017

Items that must be submitted with application:
Incomplete submittals will not be reviewed

- a) 3 copies of the deed to the property.
- b) 3 copies of a survey of the property.
- c) A check for \$200. If the Petition for Annexation is submitted with a Rezoning Application, the fee is \$500 for both.

This Warranty Deed

Made this 14th day of March A.D. 19 97
by Linda Ann Tyce, being the widow of
Michael J. Tyce, deceased, and his
successor in an estate by the entirety
in the real estate hereby conveyed
hereinafter called the grantor, to
Thomas L. Pendergrast and wife, Judy
Pendergrast a/k/a Judith A. Pendergrast

FILE# 97-012537
BAY COUNTY, FLORIDA

DEED DOC STAMPS 480.90
03/21/97 RK Deputy Clk

** OFFICIAL RECORDS **
BOOK: 1696 PAGE: 568

whose post office address is: 930 Lido Circle
Niceville, Fl. 32578

Grantees' Tax Id # :

hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of \$ 10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Bay County, Florida, viz:

See Schedule "A" attached and made apart hereof:
The grantor herein affirms that she remained continuously married to Michael J. Tyce from prior to acquisition of title to the above land until death of Michael J. Tyce.

SUBJECT TO Covenants, restrictions, easements of record and taxes for the current year.

Said property is not the homestead of the Grantor(s) under the laws and constitution of the State of Florida in that neither Grantor(s) or any members of the household of Grantor(s) reside thereon.

Parcel Identification Number: 07377-025-000

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining. To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 19 96

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Vicki R. Cee
Name: VICKI R. CEE

Linda Ann Tyce
Name & Address: Linda Ann Tyce LS

Virginia C. Symons
Name: Virginia C. Symons

Name & Address: LS

Name: _____

Name & Address: LS

Name: _____

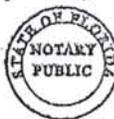
Name & Address: LS

State of FLORIDA
County of OKALOOSA

The foregoing instrument was acknowledged before me this 14 day of March, 19 97, by

Linda Ann Tyce, being the widow of Michael J. Tyce, deceased, and his successor in an estate by the entirety in the real estate hereby conveyed

who is personally known to me or who has produced driver's license as identification.

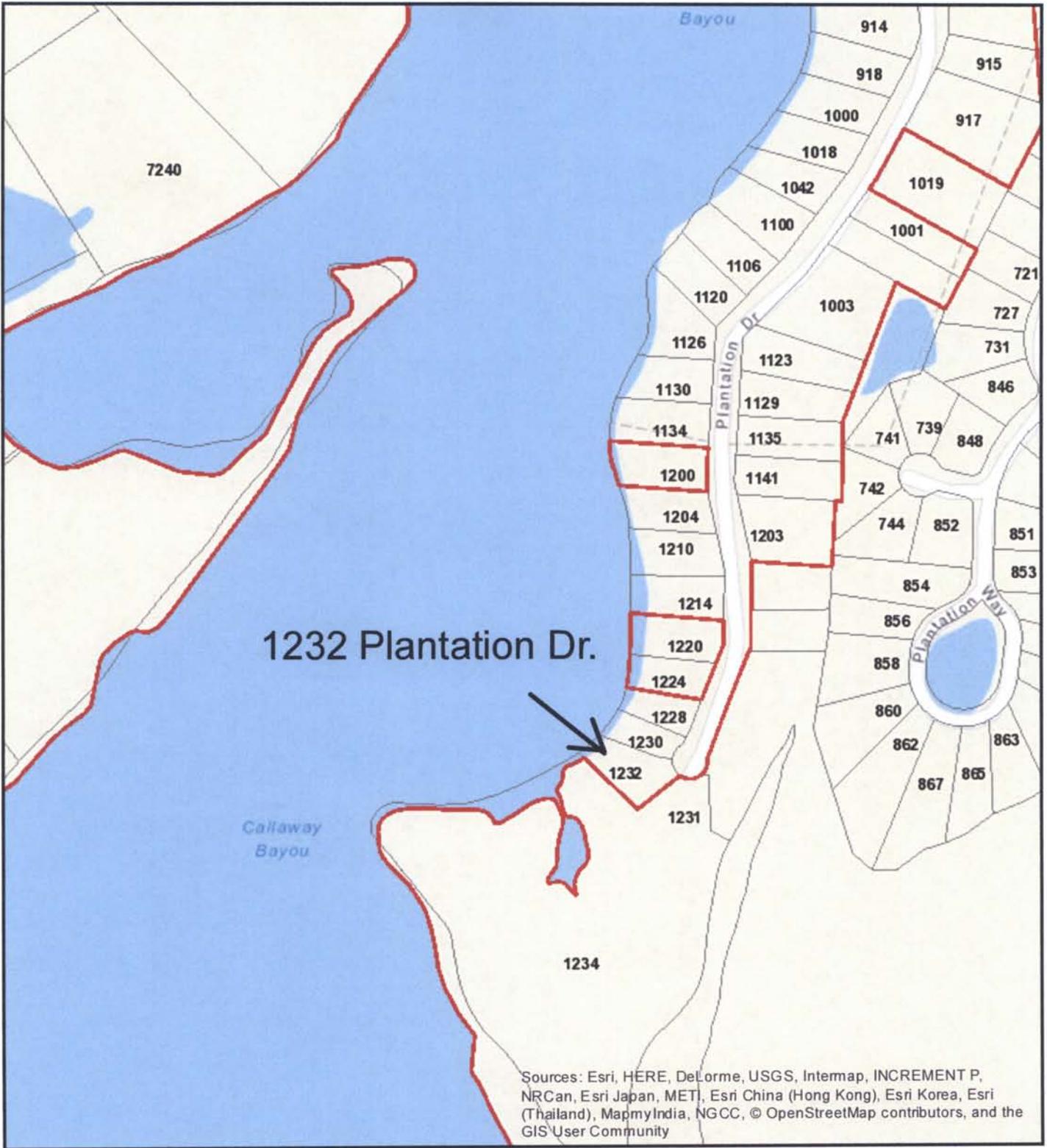


VIRGINIA C. SYMONS
My Comm Exp. 11/15/98
Bonded By Service Ins
No. CC420861

() Personally Known () Other I.D.

Virginia C. Symons
Print Name VIRGINIA C SYMONS
Notary Public
My Commission Expires: 11-15-98

PREPARED BY: Teresa M. Childers
RECORD & RETURN TO:
Lawyers Title Agency of North Florida, Inc.
628 S. Tyndal Parkway
Panama City, Florida 32404
File No: L6861B



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



Application / Petition for voluntary annexation



This data is provided with understanding that the conclusions drawn from such information are solely the responsibilities of the user. The GIS data is not a legal representation of the features depicted, and any assumption of the legal status of this data is hereby disclaimed. Bay County GIS Division - 850.248.8071 - gis.division@baycountyfl.gov

Printed: 12/2/2016

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

DATE: DECEMBER 13, 2016

ITEM: REVISED STANDARD HOUSING ASSISTANCE PLAN (HAP) FOR CDBG APPLICATION

1. PLACED ON AGENDA BY:

J. Michael Fuller, City Manager
&
Dennis Dingman, Summit Professional Services, Inc.

2. AGENDA:

PRESENTATION
PUBLIC HEARING
CONSENT
OLD BUSINESS
REGULAR

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

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

In review of the CDBG policies that Florida Department of Economic Opportunity (the "DEO") will require the City to have in place for the upcoming grant cycle, it has been determined that the City has all the policies in place from the last grant in 2009. However, the City's Housing Assistance Plan (the "HAP") needs to be amended prior to the application being submitted to comply with DEO updates for "Green Building Standards" that are claimed for points in the application.

The revised HAP reflecting the green building updates is attached. Also attached is a summary of these modifications to the HAP.

ATTACHMENTS:

- SUMMARY OF MODIFICATIONS
- STANDARD HOUSING ASSISTANCE PLAN

5. REQUESTED MOTION/ACTION:

Staff recommends Commission approve the amendments made to the City's HAP and authorize the Mayor's signature thereon.

**SUMMARY OF MODIFICATIONS
TO THE
CITY OF CALLAWAY
STANDARD HOUSING ASSISTANCE PLAN
FOR
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAMS
AND PROJECTS**

- Replacing “Department of Community Affairs” “DCA” with “Department of Economic Opportunity” “DEO” throughout document.
- **“B. Scope of Rehabilitation Assistance”** - Updating the “Green” Rehabilitation Standards to the following (*page 6*):
 1. correcting local housing code and Florida Building Code for Existing Buildings and HUD Section 8 Housing Quality Standard violations or replacing structures (in accordance with the Florida Building Code) when rehabilitation is not cost-efficient;
 2. providing cost effective energy conservation features, including at a minimum all refrigerators, gas water heaters, exterior doors, windows, lighting fixtures and ceiling fans replaced or installed shall be Energy Star Rated;
 3. No Change
 4. HVAC units that are replaced or installed shall be Energy Star Rated and have a SEER rating of at least 14;
 5. providing reasonable repairs and modifications to make the housing unit accessible to handicapped and elderly occupants as necessary and technically feasible; and
 6. No Change
- Change Orders which cumulatively exceed \$1,000 above the original contract amount shall ONLY be paid with CDBG funds if those Change Orders are to correct documented code violations based on a bonafide code violation report. (*page 13*)
- In the past DEO recognized the income limits as 30% and 80% of the median income. DEO is now distinguishing between 30%, 50% and 80% of the median income. In ranking the homeowner applications, to make it clearer, the Appendix A: Point Values to be Used in Ranking Applicants in the City’s Housing Assistance Plan be revised to include the attached Appendix A as the method for determining applicant ranking. (*Appendix A*)

**CITY OF CALLAWAY
STANDARD HOUSING ASSISTANCE PLAN
FOR
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAMS
AND PROJECTS
Resolution #10-23**

as Adopted by the City Commission in Regular Session (06/22/2010)

as Amended and Adopted by the City Commission in Regular Session ()

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I. INTRODUCTION

This Plan is a guide for operating the housing rehabilitation related aspects of the City of Callaway's (the City's) Community Development Block Grant (CDBG) Housing Rehabilitation program. The responsibilities of the City, the homeowner (applicant), construction contractor and the Housing Rehabilitation Specialist are specifically addressed in this Plan. The major focus of this Plan is on housing rehabilitation, demolition and replacement of housing units. Relocation of households is also covered to a limited extent. The Anti-displacement Policy should be consulted if displacement or permanent relocation becomes necessary.

The goal for the CDBG program is to rehabilitate substandard housing units located in the City and to bring them up to a minimum acceptable living standard. This goal will be achieved through the use of CDBG funds to contract for the required rehabilitation and/or new construction. The local Housing Code, the Florida Building Code for Existing Buildings and the HUD Section 8 Housing Quality Standards define the minimum standards for rehabilitation housing units. For replacement housing units, these standards are delineated in the Florida Building Code.

II. HOUSING REHABILITATION OBJECTIVES AND POLICIES

A. *Objectives*

The objectives of the City's CDBG Housing Rehabilitation Program are:

1. To encourage the revitalization of low-to-moderate income neighborhoods through a Housing Rehabilitation Deferred Payment Loan (DPL) Program that can be used to rehabilitate or replace substandard housing units.
2. To remove unhealthy or hazardous conditions in low-to-moderate income households.
3. To use CDBG Housing Rehabilitation grant funds as a catalyst to encourage residents of low-to-moderate income neighborhoods to improve their community.
4. To preserve existing housing stock.
5. To enable low-to-moderate income families to rehabilitate their homes by providing financial and technical assistance to those unable to obtain alternative financing.
6. To reduce utility costs and to improve the comfort of low-to-moderate income families through weatherization strategies.
7. To improve the property tax base in low-to-moderate income neighborhoods.

8. To increase employment and training opportunities for local residents and minority persons through the availability of contract work for the rehabilitation of homes.
9. To make homes accessible to elderly/handicapped occupants as may be required by code, accessibility requirements and as good judgment may dictate.
10. To minimize impact of CDBG program participation on recipients and to limit direct costs encountered because of CDBG program participation.

B. *Rehabilitation Policies*

It is the policy of the City's CDBG Housing Rehabilitation Program to:

1. Assure that the CDBG Program is administered in strict conformance with the community development and rehabilitation rules and all applicable local, state and federal requirements (including equal opportunity, conflict of interest, etc.)
2. Treat all participating homeowners, residents, and contractors fairly, with sensitivity and respect for their needs, and in accordance with CDBG program rules.
3. Provide all CDBG program participants any reasonable assistance necessary to carry out the objectives of the CDBG program, bearing in mind:
 - a) that homeowners hold the primary responsibility for maintaining their property and personal finances;
 - b) that contractors are primarily responsible for the quality of their work and their obligations to suppliers, creditors, subcontractors and employees; and
 - c) that any assistance provided must be authorized at the proper level.
4. Assure that no member of the City personnel, the Citizen's Advisory Task Force (CATF) or the City Commission shall share in proceeds or benefits of CDBG funded rehabilitation work.
5. Allow some flexibility in administering the CDBG program in order to meet the program's goals and objectives of rehabilitating each addressed housing unit to attain HUD Section 8 Housing Quality Standards and the requirements of the local Housing Code and the Florida Building Code. The City Commission may waive CDBG program rules only when the result will be consistent with established goals and objectives, and applicable federal, state or local regulations.

C. Identification of Housing Units

CDBG Housing Rehabilitation will take place only on housing units approved by the City and in accordance with grant requirements established by the State of Florida. Alternate housing units may be provided to replace any primary units that may become ineligible. The City will solicit applications either from other housing assistance providers that have knowledge of need within the City, by placing notices in public areas throughout the City and by advertising in publicly circulated publications; the period of time during which applications will be accepted and the criteria for low-to-moderate income eligibility will be stated in such solicitations. The City will identify housing units by reviewing applications received using the following guidelines:

1. If the homeowner has previously received CDBG housing rehabilitation assistance, a) they shall not be assisted again for at least five years AND b) should not be served again after five years unless all other eligible homeowners have received assistance;
2. Homeowners must fall within the HUD LMI income limits based upon the number of persons in the family/household and the total family/household income to be eligible;
3. Housing units must conform to or be able to be brought into compliance with all current local, state and federal requirements with reference to defined, regulated areas, i.e., floodplain, zoning, incompatible use, etc. to be eligible and the proposed rehabilitation activities must comply with the local comprehensive plan and land development regulations; therefore, assistance for homeowners of manufactured homes will be allowed so long as the housing units are in compliance with such provisions and the housing units are not feasible for rehabilitation and can be targeted for demolition/replacement;
4. Selected housing units must be owner-occupied;
5. Homeowners must be current on payments to the local government for utility services (i.e., water, sewer, garbage, cable, etc.) and taxes, and to mortgage/lien holders; and if the housing unit sits on rental property, the homeowner must be current on rental payments and the property owner of the rental property must be current on payments to the local government for utility services ((i.e., water, sewer, garbage, cable, etc.) and taxes, and to mortgage/lien holders;
6. The property must be certified by the City's Code Enforcement Department as having no non-structural code violations prior to the initiation of any rehabilitation of the housing unit or the homeowner must receive approval of a request for waiver of any code of which they are in violation;
7. Beneficiaries must have clear title to the property and in the case of a manufactured home; beneficiaries must have clear title to the housing unit;

8. If the structure is more than 50 years old as reported by the homeowner or as evidenced by other records (e.g., property tax records) reviewed during eligibility determination, the City must notify the State Bureau of Historic Preservation and receive written approval for the rehabilitation; and
9. In addition to the above, the following priority ranking in Appendix A shall be strictly adhered to in the selection of qualifying Applicants.

The final ranking of all Applicants shall be presented to the City Commission as part of the process to address any Conflicts of Interest (see additional information below). The City Commission must also adopt the final ranking.

D. Removal of Housing Units from Program

The City Commission may remove a housing unit from the CDBG program for a change in household income, approved selection criteria, or for not complying with the minimum qualification procedures. If it is determined that it is necessary to remove an Applicant from the CDBG program, a certified letter will be sent to the Applicant stating the reasons for the removal. The Applicant will have the right to appeal the decision as identified in the City's Citizen Participation Plan.

Applicants previously approved for proposed housing assistance may voluntarily withdraw their application for assistance, which must be confirmed in writing. If the Program Administrator determines the Applicant to be ineligible for assistance, the Program Administrator shall send written notification to the Applicant, stating that their application has been rejected and the reason for the rejection.

III. CONFLICT OF INTEREST

Although addressed in other places in this Plan, adherence to rules and regulations on this matter is mandatory. All Applicants that may have a business or familial relationship with a member of the City Commission or staff, CATF, Housing Rehabilitation Specialist, Program Administrator, or participating construction contractors must fully disclose this relationship on the Application and definitely before a construction contract is executed. The Florida Statutes define a *relative* as a:

- Father, father-in-law, stepfather
- Mother, mother-in-law, stepmother
- Son, son-in-law, stepson
- Daughter, daughter-in-law, stepdaughter
- Brother, brother-in-law, stepbrother, half-brother
- Sister, sister-in-law, stepsister, half-sister
- Uncle or Aunt
- Cousin
- Nephew or Niece
- Husband or Wife
- Grandparent, great grandparent, step grandparent, step great grandparent
- Grandchild, great grandchild, step grandchild, step great grandchild

- Person who is engaged to be married to a public officer or employee or who otherwise holds himself, or herself out as, or is generally known as, the person with whom the public officer intends to form a household
- Any other natural person having the same legal residence as a public officer or employee

The failure to disclose such a conflict shall result in removal of the Applicant from the CDBG program. In addition, all Applicant names must be disclosed at regular meetings of the City Commission as selection of Applicants occur and these names must be included in the minutes of the City Commission meeting where the Applicant was approved. The City Commission and CATF members must disclose any relationship with an Applicant and must abstain from any vote related to that Applicant. As soon as a final ranking of the applications is made, that ranking and any cases of conflict of interest must be made known at a meeting of the City Commission (or in the event that the Conflict of Interest involves a CATF Member, at a meeting of the CATF). Before an Applicant with a real conflict is given final approval for participation, local procedures for disclosing such conflicts must be completed and the City must notify the Florida Department of Economic Opportunity (DEO) in writing along with a request to waive the Conflict of Interest if the housing unit is to be rehabilitated with CDBG funds. Prior to any rehabilitation, the City must receive written notification of DEO's approval of the request, in accordance with 24 C.F.R. Section 570.489. If this process is not followed the local government and/or the Applicant may be liable for returning the funds to the CDBG program.

IV. HOUSING REHABILITATION FINANCING

The CDBG Housing Rehabilitation program provides financing to homeowners in the form of 100% Deferred Payment Loans.

A. *Deferred Payment Loans (DPL)*

DPLs are conditional grants, and are provided to homeowners who are unable or unlikely to obtain conventional financing due to their income limits. The DPL involves a security instrument (lien) requiring repayment of the loan only if the homeowner sells or transfers ownership of the rehabilitated home, ceases to use it as his/her primary residence within five years of the date of the DPL, or fails to maintain reasonable required standards of care and maintenance (as evidenced by the homeowner's failure to address code violation citations within the timeframe specified by the City's Code Enforcement Officer) within five years of the date of the DPL. During the five-year period, the principal is "forgiven" or subtracted from the principal balance in equal monthly amounts, so that at the end of the fifth year of owner-occupancy (by at least one of the homeowners if jointly owned), the loan is fully amortized. There is no interest charged during the five years.

In the event that the sole homeowner dies or both/all homeowners die within the five-year loan period, repayment of the loan will not be required.

If repayment of a DPL becomes due, the prorated principle balance will be due in full within thirty (30) days of the sale/transfer of ownership or the homeowner's cessation of primary residence at the property. If the homeowner is unable to make such payment, the City Commission may, at their discretion, allow repayment of the DPL over a term not to exceed ten (10) years, at a yield of not more than six percent (6%) interest per annum.

Homeowners whose household incomes do not exceed the HUD Section 8 low-to-moderate income limit will receive a DPL for 100% of the cost of rehabilitation.

Grant application scoring indicates an average rehabilitation amount of \$64,999 is attained. Very high costs frequently adversely impact other housing units planned for rehabilitation, therefore the ability to maintain the necessary average must enter into the rehabilitation decision process.

In the event that (a) Change Order(s) is/are required to address code violations after the initial DPL is executed and recorded, the additional cost is treated as an unconditional grant and is not secured through the DPL, or an equivalent.

B. *Scope of Rehabilitation Assistance*

CDBG financing of housing rehabilitation is available for the following purposes:

1. correcting local housing code and Florida Building Code for Existing Buildings and HUD Section 8 Housing Quality Standard violations or replacing structures (in accordance with the Florida Building Code) when rehabilitation is not cost-efficient;
2. providing cost effective energy conservation features, including at a minimum all refrigerators, gas water heaters, exterior doors, windows, lighting fixtures and ceiling fans replaced or installed shall be Energy Star Rated;
3. weatherization of all homes rehabilitated, at a minimum, shall include attic, and if appropriate, floor insulation as well as sealing all exterior walls. Other weatherization activities are at the local government's option. New home construction will meet the minimum insulation and sealing requirements;
4. HVAC units that are replaced or installed shall be Energy Star Rated and have a SEER rating of at least 14;
5. providing reasonable repairs and modifications to make the housing unit accessible to handicapped and elderly occupants as necessary and technically feasible; and
6. correcting health and/or safety violations that may be present, including replacement of dilapidated or malfunctioning stoves or refrigerators and interim controls or abatement of lead-based paint hazards.

New construction on an existing structure (adding a room or closing in a carport, etc.) is eligible for rehabilitation financing only to eliminate over-crowding or to provide bathroom or laundry hook ups. General property improvements are eligible for CDBG program funds when necessary to obtain an adequate level of utility, to decrease high maintenance costs, or to eliminate blight. Examples of eligible general property improvements include installation of cabinets and linen closets, functional changes in room layout, replacement of unapproved or damaged floor covering, and enclosure of a porch for use as a bathroom where the housing unit does not have adequate interior facilities.

Some general property improvements may be provided at the homeowner's expense. Improvements, above those required to achieve minimum standards are optional and at the homeowner expense. The cost for any such improvements shall be borne totally by the homeowner who must deposit the funds with the local government before the improvements begin if the improvements are to be a part of the rehabilitation contract. This must be done prior to construction. Otherwise, the additional work will not be included in the construction. Furthermore, any construction not covered in the construction contract will be inspected by the local Building Inspector, but will not be inspected by the Housing Rehabilitation Specialist. Ineligible new construction MUST be contracted separately.

V. QUALIFICATIONS

A. General

In order for a homeowner to be eligible for rehabilitation assistance, the following criteria must be met:

1. Total Household income must not exceed the low-to-moderate limits set for the HUD Section 8 program at the time assistance is provided;
2. The homeowner must possess and provide clear title to the property, although it may be jointly owned and the property may be mortgaged. Ownership through life estate, heir property or other legal satisfactorily documented ownership is considered satisfactory for CDBG program participation. Providing proof of title is a homeowner responsibility and expense;
3. The homeowner must reside in the housing unit to be rehabilitated at the time of application;
4. Property taxes, mortgage payments and any utility bills must be current and ownership must not be jeopardized by any other threat of foreclosure, default or clouded title;
5. The property must be fully insured for flood insurance, for the period of the DPL on the property, if the home is in the 100-year flood plain. Any housing unit to be addressed with rehabilitation funds must be elevated to at least 1' above base flood elevation (or to local code) whichever is greater;

6. All homeowners that may have a business or familial relationship with a member of the City staff, the City Commission, the CATF, Housing Rehabilitation Specialist, Program Administrator and participating construction contractors must fully disclose this relationship at the time of the application, at the point in time in which the conflict occurs and definitely before a construction contract is executed;
7. Residents and owners of rental property are not eligible to participate in the CDBG program; and
8. The property must be certified by the City's Code Enforcement Department as having no non-structural code violations prior to the initiation of any rehabilitation of the housing unit or the homeowner must receive approval of a request for waiver of any land use, zoning or other code of which they are in violation.

B. *Household Income*

The following rules are applicable in determining household income:

1. The gross income of all household members occupying the housing unit is included in calculating household income. However, wages earned by dependent minor children (under 18) are not included in the total.
2. A household means all individuals residing in a housing unit, regardless of their relationship; except when a live-in aide is needed to provide the necessary supportive services essential to the care and well-being of the homeowner. In this case, the homeowner must provide documentation from their health care provider verifying the need for a live-in aide.
3. Rent or other household support contributed by non-household occupants of a housing unit is included in household income.
4. The homeowner's assets, with the exception of the home in which he/she resides and personal property such as an automobile, will be considered in determining eligibility. The actual annual income from the asset will be calculated as part of the total household income. Inclusion of such assets, if any, will be in strict accordance with 24 CFR Subtitle A, Section 5.609 and any current modification thereof.

VI. STRUCTURAL REQUIREMENTS

A. *General*

In addition to homeowner eligibility requirements for participation in the CDBG Housing Rehabilitation program, the housing unit must be:

1. below the HUD Section 8 Housing Quality Standards; and
2. feasible for rehabilitation. In order for a housing unit to be considered feasible for rehabilitation, proposed construction must:
 - a) correct all violations of the local housing code and HUD Section 8 Housing Quality Standards;
 - b) provide interim controls or abatement for lead-based paint hazards for structures constructed prior to 1978 that will be assisted by the CDBG program. The occupants will be notified of the hazards of lead-based paint, the symptoms and treatment of lead poisoning, how to avoid poisoning, lead level screening requirements and appropriate abatement procedures;
 - c) meet applicable local zoning requirements, as well as local, state and federal housing code requirements for rehabilitation work;
 - d) not exceed the CDBG program costs noted in this chapter, unless alternative funds are available;
 - f) be made reasonably accessible to handicapped/elderly occupants, when the housing unit is occupied by such;
 - g) new construction or substantial improvement of any residential building (or manufactured home) located within the 100 year flood plain shall have the lowest floor, including basement elevated no lower than one (1) foot above the base flood elevation (or per local code). Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate the unimpeded movements of flood waters shall be provided; and
 - h) the ratio of the rehabilitation cost to the post-rehabilitation value should not be greater than one-to-one. This calculation will be performed by the Housing Rehabilitation Specialist. Should significant deterioration occur between application and time the housing unit is scheduled for rehabilitation, the housing unit will be re-evaluated for continued eligibility and a decision made by the Housing Rehabilitation Specialist whether to modify the amount of rehabilitation or to demolish/replace the housing unit.

B. Cost Feasibility

As an additional means of guarding against CDBG program penalties for exceeding the average allowable CDBG funds per housing unit, the cost of rehabilitation and improvements may not exceed the after-rehabilitation value of the housing unit. Further, an average maximum amount of \$62,250 per single family detached structure shall be used. These limits may be exceeded, but must be specifically addressed and approved by the City Commission of Callaway as exceeding these limits.

VII. PROCEDURES

A. Application and Inspection

Each homeowner who applies for rehabilitation assistance is initially screened to determine whether he/she is eligible for a 100% DPL. A preliminary inspection is then conducted to determine feasibility of rehabilitation.

If either the homeowner or the structure does not meet eligibility requirements for CDBG program participation, the Housing Rehabilitation Specialist will reject the application. A written rejection notification will be sent to the homeowner and the designated local government representative within ten (10) days stating the reason for rejection.

If both the homeowner and the housing unit appear to be eligible for CDBG program participation, the application/verification process continues with services being provided to homeowners in the order in which they are ranked. A work write-up with cost estimate is developed by the Housing Rehabilitation Specialist and approved by the homeowner. The cost estimate for the job is considered confidential information until bid opening.

If special financing arrangements (such as the homeowner covering excessive costs or general property improvements) are required or anticipated, arrangements must be made prior to bidding to prevent soliciting bids on a case that cannot be financed. When the case receives preliminary approvals, bids are solicited for the job.

B. Bidding

Bidding of potential housing units is conducted by the Housing Rehabilitation Specialist. Homeowners review the pre-approved list of eligible contractors before their housing units are sent out for bids. All Bids will specify that they shall only be accepted from contractors licensed by the State of Florida, the Department of Business and Professional Regulation. Homeowners have the right to remove any contractor(s) from the list of prospective bidders for their case, as long as at least three (3) eligible contractors are allowed to bid. The homeowner must be willing to justify the removal of contractor(s) from the bidding list. Homeowners may also request additional contractors as bidders. If these homeowner-requested contractors submit the contractor application and are approved by the designated local government representative and are otherwise eligible, they may be added to the bidders list and bid on the case. The Program Administrator makes maximum effort to ensure participation by minority contractors.

No homeowner, or occupant, or employee or immediate relative of the same, either personally or corporately, shall serve as a contractor or sub-contractor to be paid with CDBG funds for the rehabilitation of said building, nor shall they be paid for their own labor with CDBG funds for the rehabilitation of said building.

A notice is sent to each eligible bidder to inform them of the job. Bidding notices will be posted at primary governmental buildings to the maximum practical extent. Newspaper advertising for individual jobs is not performed, as contractors must be pre-qualified.

Each contractor must attend a pre-bid conference held at the housing unit to be rehabilitated. Failure to do so will result in automatic rejection of his/her bid(s) for the housing unit(s). Under extenuating circumstances, this requirement may be waived at the discretion of the Housing Rehabilitation Specialist and the designated local government representative. In such instances, an alternate date/time must be scheduled to allow the contractor to preview the work prior to bid opening.

Sealed bids are submitted by the contractors directly to the local government. Included in their bid:

1. the contractor must agree that any Change Orders which cumulatively exceed \$1,000 above the original contract amount shall ONLY be paid with CDBG funds if those Change Orders are to correct documented code violations based on a bonafide code violation report AND that any Change Orders MUST be approved by the homeowner, Housing Rehabilitation Specialist and the designated local government representative prior to initiating any related work.

Sealed bids will be opened at a public bid opening. The Housing Rehabilitation Specialist will generally recommend that the contract be awarded to the lowest responsible bidder within plus or minus fifteen percent (15%) of the cost estimate. Recommendations for bid awards will be presented to the City Commission for approval. The City and homeowner reserve the right to reject any and all bids and to award in the best interest of the homeowner and City. However, absent concurrence by the City, the homeowner must accept the lowest bid or pay the difference between the bid they select and the lowest bid.

Each contractor must satisfactorily complete one job through the CDBG Housing Rehabilitation program before receiving any additional contracts. No contractor will be allowed to have more than two (2) jobs under construction at one time without consent of the designated local government representative unless:

1. the anticipated date of commencement is after the scheduled, and estimated, date of completion of current jobs; or
2. the contractor has demonstrated, through past performance, his/her ability to satisfactorily complete multiple contracts in a timely manner thereby causing no impact on project and CDBG program completions.

This rule may be waived by the City Commission if it is determined that there is an inadequate pool of qualified bidders, if the other bids are excessive, or if other extenuating circumstances arise.

C. Contracting and Rehabilitation

The DPL amount, contract amount, contractor and homeowner eligibility are all approved by the City Commission.

The rehabilitation contract and DPL are executed between the homeowner and the contractor, with a three (3) day rescission period running simultaneously for both legal agreements. The contractor must also execute a Certification of Debarment status with each contract.

The DPL is recorded immediately after the 3-day rescission period. The CDBG program pays for recording of the DPL. The filing of the Notice of Commencement shall be the responsibility of the Contractor.

The Notice to Proceed is issued to the contractor as soon as possible after the rescission period elapses. When temporary relocation of the occupants is required, the Notice to Proceed will be delayed until the housing unit is vacated. The contract time of performance (generally 30 - 90 days) begins with issuance of the Notice to Proceed.

D. Lead Based Paint Rehabilitation

Contracts for Rehabilitation require that contractors shall abide by the federal lead based paint requirements, as described in HUD's Lead Safe Housing Rule, which can be found at:

http://portal.hud.gov/hudportal/HUD?src=/program_offices/healthy_homes/enforcement/lshr

For housing units built prior to 1978, if the total amount of federal funds used to pay for the costs of rehabilitation of a housing unit are less than \$25,000, a lead-based paint inspection must be done, interim controls taken and occupants notified; if the costs exceed \$25,000, abatement must also be performed. In this regard, it is the contractor's responsibility to ensure that any rehabilitation work performed on a housing unit that has been determined to have lead-based paint is performed by workers that have completed a HUD approved training course on "Lead Safe Work Practices," as required by law. This training is available on the Internet at:

<http://www.hud.gov/offices/lead/training/visualassessment/h00101.htm>

The rehabilitation contract further requires that such practices will be adhered to, to the extent that, any such housing unit identified to have lead-based paint risk shall be cleared in the initial lead-based paint clearance test, or the contractor will be responsible for any additional clearance test expenses.

E. Termite Treatments

Any time live termite infestation is detected during the initial inspection of a property or while rehabilitation work is underway, the resulting work write-up or Change Order shall require that the housing unit be treated for termites, a clear WDO inspection delivered following completion of the rehabilitation, and a termite bond placed on the home for at least one year. The costs for these items shall be included in the contractor's bid or Change Order estimate and the contractor assumes responsibility for providing the clear WDO inspection report and bond before final payment will be made.

F. Inspections

Periodic inspections of the rehabilitation construction are performed by the City and the Housing Rehabilitation Specialist throughout the contract period. The progress of the rehabilitation is also documented through photographs or video of all activity locations prior to initiating any construction, during construction, and upon completion of the construction. These inspections are conducted to assure compliance with the contract standards for workmanship and materials, to detect any unauthorized deviations and to identify necessary changes to the contract work in its early stages.

Inspection and approval of completed work must be conducted by the Housing Rehabilitation Specialist prior to the contractor's receiving partial or final payments. The homeowner's acceptance of the work is also required before payment is received. Prior to final payment, the designated local government representative must provide written acknowledgement that the housing unit meets all local housing code and HUD Section 8 Housing Quality Standards.

G. Change Orders

Any additions to, deletions from, or changes in the rehabilitation contract work, time, or price must be approved in a written Change Order before the additional work is started. The Change Order is executed by the homeowner and contractor and is approved by the Housing Rehabilitation Specialist and the designated local government representative. Change Orders may be issued to correct code deficiencies or to obtain any other desired change in the work. Change Orders which cumulatively exceed \$1,000 above the original contract amount shall ONLY be paid with CDBG funds if those Change Orders are to correct documented code violations based on a bonafide code violation report. Other changes will be at the homeowner's expense and a deposit must be made to the City's CDBG program account to cover the additional cost.

H. Payment

If the Contract Price is \$6,000 or less, full payment will be issued upon completion of all work.

Contracts in excess of \$6,000 to \$24,999 allow a partial payment upon satisfactory completion of work, as described below:

<u>Construction Completion (Work)</u>	<u>Payment</u>	<u>Percentage of Contract Paid</u>
Less than 40%	0	0%
40%	1	40% (less 10% Retainage)
100%	2	100% (less 10% Retainage)
Final Inspection, all punch list items complete, to include all warranty documentation, and evidence of Section 3 and EEO participation documentation	3	10% Retainage

For Rehabilitation contracts in excess of \$25,000, the Agency Designee has the discretion to issue four payments, as follows:

<u>Construction Completion (Work)</u>	<u>Payment</u>	<u>Percentage of Contract Paid</u>
Less than 30%	0	0%
30%	1	30% (less 10% Retainage)
60%	2	60% (less 10% Retainage)
100%	3	100% (less 10% Retainage)
Final Inspection, all punch list items complete, to include all warranty documentation, and evidence of Section 3 and EEO participation documentation	4	10% Retainage

Contracts for Demolition/Replacement allow for partial payment upon satisfactory completion of work, as described below:

<u>Construction Completion (Work)</u>	<u>Payment</u>	<u>Percentage of Contract Paid</u>
Demolition, Site Preparation	1	Actual costs contained in Bid
50%	2	50% (less 10% Retainage)
100%	3	100% (less 10% Retainage)
Final Inspection, all punch list items complete, to include all warranty documentation, and evidence of Section 3 and EEO participation documentation	4	10% Retainage

Contracts for Demolition/Replacement of Manufactured Homes allow for partial payment upon satisfactory completion of work, as described below:

<u>Construction Completion (Work)</u>	<u>Payment</u>	<u>Percentage of Contract Paid</u>
Demolition, Site Preparation	1	10% of Bid (No Retainage shall be withheld)
On-site delivery and setup	2	Actual amount of the Manufactured Home based on Manufacturer's Invoice upon receipt of the ORIGINAL (Not a Copy) Statement of Origin or Waiver of Lien from Manufacturer and Assignment to Owners
Final Inspection, all punch list items complete, including all warranty documentation, and evidence of Section 3 and EEO participation documentation	3	100% of the unpaid portion of Bid

In the event that the above-described Demolition/Replacement payment schedule will impose a financial hardship on a Contractor, the Housing Rehabilitation Specialist has the discretion to negotiate an additional payment following 50% completion (typically 75%) and prior to substantial completion that is computed equivalent to an agreed-upon interim percentage of completion.

Approval of a partial payment requires:

1. a determination by the Housing Rehabilitation Specialist and the designated local government representative that the claimed percentage of completion of the work has been satisfactorily completed. Payment will be issued for the amount claimed less retainage depending on the physical progress as long as the contract funds remaining are sufficient to complete the work in the event of default by the contractor;
2. approval of the work by the homeowner; and
3. an affidavit from the contractor stating that either:
 - a) there are no claims for unpaid goods and/or services connected with the job and all laborers, suppliers and subcontractors have received just compensation for their goods and services up to the date of the request (as evidenced by full or partial waiver of lien from subcontractors); or
 - b) a list of all unpaid parties and the amounts owed to each has been submitted with the request.

The final payment approval requires:

1. a signed statement by the homeowner or their representative that all work has been completed based upon the original work write-up and any executed Change Orders;
2. submission of all manufacturers' and other warranties (i.e., appliances, roofing, extermination, contractor's warranty covering the entire job for one year, etc.);
3. waivers of liens from all subcontractors, all parties who were not paid when the contractor received partial payment, and from any other party supplying notice;
4. a certificate of occupancy or final approval from the Building Inspector to show compliance of the rehabilitation work with the locally adopted building (and other applicable) code requirements, and a signed and dated acknowledgment by the Housing Rehabilitation Specialist that the rehabilitation work meets HUD Section 8 Housing Quality Standards;
5. completed Section 3 forms for contractor, all employees, and all subcontractors;
6. copy of Section 3 (Notice of Job Openings), if applicable, which was posted at each job site as provided at contract signing;
7. clear WDO inspection report and Termite Bond, if termite treatment was included in the contracted work;
8. completion of all punch list items; and
9. an affidavit from the contractor stating that all work included in the original work write-up and Change Orders have been completed and accepted, that all bills have been paid and there are no claims for subcontracted jobs or materials, or any outstanding Notice to Owner.

If the homeowner refuses to authorize payment due to a dispute with the contractor, the Program Administrator may recommend disbursement without the homeowner's approval if the claim is shown to be without merit or inconsistent with policies and the goal of the CDBG program. Such disbursement shall be issued only after the Program Administrator has reviewed the facts and circumstances involved in the dispute and has determined that the homeowner's refusal to issue payment is without just cause. A record of all pertinent information shall be presented to the CATF for their final determination. Sufficient documentation to this effect shall be placed in the case file.

I. Disputes and Contract Termination

Disputes, the homeowner's right to stop work, and termination of the contract by the homeowner or contractor shall be as authorized in the Contract for Rehabilitation.

J. Follow-Up

After completion of the contract, it is the homeowner's responsibility to notify the contractor **in writing** of any defect in the work or material. The homeowner is also requested to notify the Housing Rehabilitation Specialist or the Program Administrator of any complaints to the contractor so assistance in follow-up can be provided. If the contractor does not respond to the homeowner's written complaint within a reasonable time frame and in a satisfactory manner, the Program Administrator will verify the complaint. If the Program Administrator judges the complaint to be valid, he/she will send written request for warranty service to the contractor and a copy to the designated local government representative. The contractor will then take action as monitored by the homeowner and the Housing Rehabilitation Specialist. Upon receiving notice from the homeowner that the complaint has been satisfied, the Housing Rehabilitation Specialist will inspect the work and make such note in the case file. Failure to resolve complaints shall be justification for removing a contractor from participation with the CDBG program.

VIII. CLEARANCE/PERMANENT RELOCATION/DEMOLITION RELOCATION

A. General

Permanent Relocation and/or Demolition Relocation are synonymous terms used in the rehabilitation CDBG program when a housing unit is unsound and not suitable for rehabilitation based on the structural requirements. Homeowner eligibility requirements are the same as for rehabilitation. Further policies are included in the local Anti-displacement and Relocation Policy.

B. Clearance

Requirements are identified by the Housing Rehabilitation Specialist and are included in the replacement housing unit bid package. In this way, the same contractor is responsible for site cleanup and preparation as for provision of the replacement housing unit. Disposal of debris and associated activities are also included if this method is utilized. When demolition or clearance is conducted separately, bid packages are prepared with procedures following those identified for rehabilitation in this Plan.

C. Permanent Relocation/Demolition Relocation

This activity involves replacement of an eligible owner-occupied housing unit that is beyond economic repair. The City Commission will utilize a slab "site built" replacement housing unit.

The Housing Rehabilitation Specialist prepares bid specifications. Bidding, contracting and inspections then proceed as in the rehabilitation process.

D. Differences

1. A major difference in this type of rehabilitation assistance is that the DPL issued is not for the full value of the replacement housing unit. The value of the DPL is based on a calculation that takes the difference between the assessed value of the original housing unit (real property not included) and the actual cost of the new housing unit (without real property). The difference is the value of the DPL. This is because the dilapidated housing unit that was demolished belonged to the homeowner and is being replaced on a one-for-one basis. Ownership of the replacement housing unit is vested directly to the homeowner with no interest on the part of the local government (except for the DPL).
2. The homeowner must maintain fire and casualty insurance on the housing unit for the period of the DPL. This protects the local government's investment and is sound practice.

In the case of replacement of existing homes, the cost limit will be based upon the acceptable bid price of a replacement home sized to include the appropriate bedrooms needed to meet HUD Section 8 Housing Quality Standards and/or local housing code requirements for occupancy.

Necessary site improvements, including water supply, sewage disposal, and clearance, will also be provided along with the actual housing unit replacement.

Budgetary and scoring constraints, as well as priorities for assisting other households, may dictate that some homeowners will be offered less than the maximum amounts shown hereto, even if their demolition and replacement housing costs are above the offered amount. In these cases, homeowners must provide non-CDBG funds from other sources, or they may decline the offer and withdraw from the CDBG program. If the offer is declined, no CDBG funded demolition will occur.

IX. CONTRACTOR LISTING

The CDBG Housing Rehabilitation program will establish and maintain a current listing of eligible contractors for bidding on all phases of the CDBG program. Only those contractors who are so listed will be considered for work on this CDBG program. Establishment of this list will include maximum effort to utilize local and minority contractors.

A. Recruiting

Contractors residing or maintaining offices in the local area will be recruited through public notice, as part of the local government's compliance with Federal Section 3 requirements. This special effort will be based upon the list of contractors licensed in the jurisdiction including residential, building and general contractors. Letters sent to contractors, or advertisements placed soliciting them, will be placed in the appropriate CDBG program file.

The contractor listing will include all local contractors who apply and are determined eligible based upon CDBG program qualification standards.

If the pool of local contractors is inadequate to provide a sufficient pool of contractors willing and qualified to perform the rehabilitation work at prices that are considered reasonable and comparable to the prepared estimate, other contractors will be solicited. Maintenance of a pool of competitive, qualified, and capable contractors is essential to program completion.

B. Contractor Eligibility

In order to participate in the CDBG Housing Rehabilitation program, a contractor must be certified as eligible by the Housing Rehabilitation Specialist and by the Florida Department of Business and Professional Regulation.

Basic contractor qualifications include:

1. Current license(s) with the Florida Department of Business and Professional Regulation and the appropriate local jurisdiction;
2. A satisfactory record regarding complaints filed against the contractor at the state, federal or local level;
3. Insurance: \$100,000/\$300,000 coverage for contractor's public liability (including accidental death and bodily injury), or \$300,000 comprehensive coverage and \$100,000 coverage of property damage (in addition to bodily injury), with a certificate of insurance from the insurer guaranteeing ten (10) day notice to the CDBG Housing Rehabilitation program before discontinuing coverage. Workman's Compensation, as applicable, is also required;
4. A satisfactory credit record, including:
 - a) references from two (2) suppliers who have done business with the contractor involving credit purchases; and
 - b) references from three (3) subcontractors who have subcontracted with the contractor; and
 - c) the ability to finance rehabilitation contract work so all bills are paid before requesting final payment;
5. Satisfactory references from at least three (3) parties for whom the contractor has done construction;
6. Absence from any list of debarred contractors issued by the Federal or State DOL, HUD or DEO;

The Housing Rehabilitation Specialist will assure that current and past performance of the contractor are satisfactory based upon readily available information, and reserves the right to check any reliable source in establishing such determination.

The Housing Rehabilitation Specialist will explain the contractor's obligations under Federal Equal Opportunity regulations and other contractual obligations at the pre-bid conference. CDBG program procedures, such as bidding and payment are also explained to the contractor.

C. *Disqualification*

Contractors may be prohibited or removed from CDBG program participation for:

1. poor workmanship, or use of inferior materials;
2. evidence of bidding irregularities such as low balling, bid rigging, collusion, kickbacks, and any other unethical practice;
3. failure to abide by the work write-up, failure to complete work write-up (and bid) accomplishments, and any attempts to avoid specific tasks in attempts to reduce costs;
4. failure to pay creditors, suppliers, laborers or subcontractors promptly and completely;
5. disregarding contractual obligations or CDBG program procedures;
6. loss of license(s), insurance or bonding;
7. lack of reasonable cooperation with homeowners, rehabilitation staff or the others involved in the work;
8. abandonment of a job;
9. failure to complete work in a timely manner;
10. inability or failure to direct the work in a competent and independent manner;
11. failure to honor warranties;
12. ineligibility to enter into federally or state assisted contracts as determined by the U.S. Secretary of Labor, HUD or DEO;
13. other just cause that would expose the CDBG program or homeowner to unacceptable risk;
14. failure to respond to a minimum of three (3) consecutive requests for bids;
or
15. at the contractor's request.

X. RELOCATION/DISPLACEMENT

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 does not apply to displacement under the City's CDBG Housing Rehabilitation Program; since the City does not acquire the vacated (demolished or rehabilitated) property and residents participate voluntarily. Therefore, relocation services will be provided in the City's Anti-Displacement and Relocation Policy that covers such situations in greater detail.

XI. APPEALS/COMPLAINTS

The Housing Rehabilitation Specialist, the designated local government representative and the Program Administrator are authorized by the City to make all determinations of eligibility for assistance and level of assistance, scheduling of rehabilitation, demolition and relocation, and contract management. Citizens and/or contractors should issue complaints to the Housing Rehabilitation Specialist or the Program Administrator. For a complaint to be considered valid, it must be issued in writing within a period of 30 days from the date of the incident from which the complaint arises. Responses also should be issued in writing.

If the complainant is not satisfied with the Program Administrator's response, the issue must be presented in writing to the City's CATF. If the complaint cannot be resolved by the CATF, the City Commission will review the grievance and make a decision based upon CDBG program regulation, local policies, and availability of funds. Further appeals, if necessary, must be addressed to the Florida Department of Economic Opportunity.

XII. PROGRAM INCOME

No program income is planned to result from this CDBG program. DPLs will be monitored by the Housing Rehabilitation Specialist during the CDBG period of agreement. After the expiration of the agreement between the City and the State, the monitoring will be performed by the designated local government representative.

If repayment of a DPL or program income is received during the CDBG agreement period, it will be used for additional rehabilitation as authorized by the Florida Department of Economic Opportunity. Program income or DPL payment received subsequent to closeout will be returned to the Florida Department of Economic Opportunity unless the state's program income regulations are changed.

XIII. REQUIRED GRANT CLOSEOUT DOCUMENTATION

The City will collect the following information for each housing unit assisted and summarized by activity as part of the administrative closeout for each activity providing direct benefit (i.e., housing rehabilitation, temporary relocation, hookup, etc.) and provided to DEO with the Closeout Report:

1. the address of each housing unit rehabilitated with CDBG funds, the date the construction was completed on the housing unit, and the amount of CDBG funds spent on that housing unit;
2. the gender of the head of the household;
3. the LMI, LI or VLI status of the household;
4. if the household includes handicapped persons or elderly family members;
and
5. the racial demographics of the head of the household (White, African American, Asian, American Indian or Alaskan Native, Native Hawaiian/Pacific Islander, American Indian/Alaskan Native and African American, Asian and White, African American/Alaskan Native and White, African American and White and Other Multi-Racial).

AMENDED, PASSED AND ADOPTED at the Regular Commission Meeting of the City of Callaway, in Bay County, Florida on the _____ day of _____, 20____.

CITY OF CALLAWAY, FLORIDA

Bob Pelletier, Mayor

ATTEST:

Janice L. Peters, City Clerk

Appendix A
Point Values to be Used in Ranking Housing Rehabilitation Applicants

Household Description	Points
Handicapped, elderly households on fixed income within established extremely low income (30% MFI) guidelines	12
Handicapped, elderly households on fixed income within established very low income (50% MFI) guidelines	11
Elderly households on fixed income within established extremely low-income (30% MFI) guidelines	10
Elderly households on fixed income within established very low-income (50% MFI) guidelines	9
Handicapped, elderly households on fixed income within established low to moderate-income (80% MFI) guidelines	8
Elderly households on fixed income within established low to moderate-income (80% MFI) guidelines	7
Handicapped households within established extremely low-income (30% MFI) guidelines	6
Handicapped households within established very low-income (50% MFI) guidelines	5
Households within established extremely low-income (30% MFI) guidelines	4
Households within established very low-income (50% MFI) guidelines	3
Handicapped households within established low to moderate-income (80% MFI) guidelines	2
Households within established low to moderate-income (80% MFI) guidelines	1

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

DATE: DECEMBER 13, 2016

ITEM: ADVISORY BOARD RE-APPOINTMENTS

1. PLACED ON AGENDA BY:
J. Michael Fuller, City Manager
&
Janice L. Peters, City Clerk

2. AGENDA:
PRESENTATION
PUBLIC HEARING
CONSENT
OLD BUSINESS
REGULAR

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

N/A

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

Pursuant to Commission approval at the January 2016 meeting, at which the City Clerk requested consolidation of all board expirations changed to December 31st, the current year expirations are being submitted as detailed in Attachments A-D.

Staff seeks individual board approval and/or discussion for reappointment as indicated.

5. REQUESTED MOTION/ACTION:

Staff recommends appointment of the board members and/or direction to staff as documented in Attachments A-D.

ATTACHMENTS:

A. Audit Committee

The Commission position on the Audit Committee, currently held by Commissioner Henderson is up for reappointment. She was appointed on August 28, 2014 for a 2-year term ending December 31, 2016.

The new member appointment would be for a 2-year term ending December 31, 2018.

B. Code Enforcement Board

There are two expiring terms on the Code Enforcement Board. Tony Mullinax, who has chosen not to reapply at this time, and David Griggs, who was appointed on August 23rd to an unexpired 3-year term ending December 31, 2016. The following applications have been received:

1. David Griggs
2. James Dougall, Current Code Enforcement Board Alternate

Mr. Dougall has expressed an interest in serving as a regular board member, which will in turn create an Alternate vacancy.

Appointments will be for 3-year terms ending December 31, 2019.

C. Planning Board

There is one upcoming vacancy on the Planning Board due to expiring terms. Mr. Hagan was appointed September 27, 2016, to an unexpired term ending December 31, 2016, and has expressed interest in continuing in that position.

1. Wayne Hagan

The appointment will be for a 3-year term ending December 31, 2019.

D. Charter Review Committee

To date we have received six (6) applicants for the Charter Review Committee. Commission will need to decide the number of members it wishes to have on the Committee, normally an odd number, i.e. 5, 7, etc. Commission could set the Committee to have five (5) with one (1) alternate, for example.

Staff will bring back a Resolution setting the Committee at the next meeting of Commission, following verification of applications. Since this is not a normal, on-going committee, I would recommend an 18-month appointment of terms from January 2017 through June 2018, which will cover the needed referendum in 2018 for electorate vote on any suggested amendments approved by Commission.

"A"

CITY OF CALLAWAY AUDIT COMMITTEE

Per F.S. Chapter 218.391, the Audit Committee was established April 24, 2007, via Resolution No. 07-04. The Board consists of five (5) members selected and appointed by the City Commission. One member shall be a Commission member and one member shall be an employee of the City, appointed by the Mayor for terms of 2-years. The three remaining members will be volunteer citizens* appointed by the remaining seated Commission members for 3-year terms. The Committee Chair and Vice-Chair is chosen from among the appointed citizen members. All members must submit to a pre-appointment background check. Meetings of the Committee are held on an as-needed basis.

Paul Bohac*, 7010 Mike Lane; Home Ph.: 871-0027. Appointed June 28, 2016 to a 3-year term ending December 31, 2018. P_bohac@yahoo.com

✓ **Pamm Henderson**, Commission Member – 133 H.L. Sudduth Dr.; Home Ph.: 874-8496, Work Ph.: 763-6751 x-202. Appointed on August 28, 2014 for a 2-year term ending December 31, 2016. commissionerhenderson@cityofcallaway.com

Oscar Martinez*, 7004 Sunrise Point; Wk. Ph.: 215-7198, Cell Ph.: 890-7677. Appointed on January 26, 2016, to a 3-year term ending December 31, 2018. omartinez@cityofcallaway.com

Steven McGuire*, 7731 Shadow Bay Drive; Home Ph.: 896-3443, Wk. Ph.: 283-4046. Appointed June 28, 2016 to a 3-year term ending December 31, 2018. Steven_McGuire@ymail.com or StevenMcGuire@Tyndall.af.mil

Janice L. Peters, City Clerk, Employee Member – 6601 E. Hwy. 22, Home Ph.: (352) 678-8332, Wk. Ph.: 215-6694. Appointed on June 28, 2016 to a 3-year term ending December 3, 2017.

City of Callaway Staff Liaisons:

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

**CITY OF CALLAWAY
CODE ENFORCEMENT BOARD**

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

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

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

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

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

✓ **David Griggs** – 7111 Winona St.; Home Ph.: 874-8728; Appointed on August 23, 2016, to an unexpired 3-year term through December 31, 2016. griggsdt@bellsouth.net

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

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

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

ALTERNATE – Vera Banks – 217 Lannie Rowe Drive; Home Ph.: 624-1118. Appointed on September 27, 2016 to a 3-year term ending December 31, 2019. Banksus@bay.k12.fl.us

City of Callaway Staff Liaisons:

Bill Frye – Code Enforcement Officer Planning Department - 215-7613
Bonnie Poole – Code Enforcement Officer Planning Department – 215-7628

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



CITY OF CALLAWAY

ADVISORY BOARD APPLICATION

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

NEW APPLICATION

RE-APPLICATION

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

Name: Griggs David T
(Last) (First) (Middle)

Address: 7111 Winona St

Mailing Address (if different): _____

Business Address: _____

Occupation: Retired

Home Phone: 850-874-8728 Work Phone: _____

E-mail: _____

Do you reside within the City limits? Yes No

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

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

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

Planning & Code

Why would you like to serve on this board? _____

What special skills would you bring to this position? Common Sense

Please list fields of work experience: Business

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

Local Referenced (Please list three (3)):

1. _____
2. any Past or present Commissioners
3. _____

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

Signed: [Signature] Date: 12/6/16

SCHEDULE OF BOARD MEETINGS

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

Code Enforcement Board	<u>4th</u> THURS of each Month	6:00 p.m.
Planning Board	1 st & 3 rd TUES of each Month as needed	6:00 p.m.

*These boards are subject to Financial Disclosure.

Please submit application to:

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



CITY OF CALLAWAY ADVISORY BOARD APPLICATION

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

NEW APPLICATION RE-APPLICATION

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

Name: DOUGALL (Last) JAMES (First) C. (Middle)

Address: 122 N. BERTHE AVE
CALLAWAY, FL 32404

Mailing Address (if different): _____

Business Address: _____

Occupation: SELF EMPLOYED

Home Phone: 850 640 2694 Work Phone: 773 592 4169

E-mail: JAMES DOUGALL@YAHOO.COM

Do you reside within the City limits? Yes No

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

Please rank your board preference(s):
1. CODE ENFORCEMENT
2. SPORTS & REC.
3. AUDIT?

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

Why would you like to serve on this board? CLEAN UP CALLAWAY

What special skills would you bring to this position? PROPERTY OWNER FOR 25 YEARS, NEGOTIATION, PROBLEM SOLVER.

Please list fields of work experience: INSTITUTIONAL TRADER/WALL ST. 27 YEARS. GENERAL CONTRACTOR CONSTRUCTION.

List any licenses and/or degrees (location and year): SERIES 7, SERIES 55

Local Referenced (Please list three (3)):

1. DAVID GILKES
2. _____
3. _____

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

Signed: [Signature] Date: 7/28/16

SCHEDULE OF BOARD MEETINGS

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

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

*These boards are subject to Financial Disclosure.

Please submit application to:

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

10

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

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

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

Ed Williams, Vice-Chairman (Unexpired term through 11/24/17) – 855 Plantation Way; Home Ph.: 874-1825, Office Ph.: 283-5064, Cell Ph.: 832-3146. Retroactively (01/04/15) Re-appointed on January 26, 2016, for a 3-year term through December 31, 2017. edwardwilliams991@gmail.com.

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

Wayne Hagan – 209 Lannie Rowe Drive; Home Ph.: 818-0263; Cell Ph.: (478) 397-6220. Appointed on September 27, 2016 to an unexpired 3-year term through December 31, 2016. Whagan2002@juno.com.

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

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

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

City of Callaway Staff Liaisons:

Bill Frey – Code Enforcement Officer Planning Department
Bonnie Poole – Code Enforcement Officer Planning Department

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

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

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

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

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

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

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

Local Referenced (Please list three (3)):

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

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

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

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

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

*These boards are subject to Financial Disclosure.

Please submit application to:

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

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

DATE: DECEMBER 13, 2016

ITEM: HALF CENT SURTAX OVERSITE COMMITTEE

1. PLACED ON AGENDA BY:

J. Michael Fuller, City Manager

2. AGENDA:

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

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

N/A

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

On November 8, 2016, Bay County voters approved the half-cent sales infrastructure surtax. The proceeds from the surtax are to be used for infrastructure purposes, including roads, bridges, parks, stormwater drainage, and other authorized capital improvement projects in accordance with Sec. 212.055(2), F.S. To oversee this, a municipality may create a citizen oversight committee. If established, an oversight committee shall be subject to the following requirements:

- 1) The committee shall serve as advisory and reporting bodies to the municipality. The municipality shall establish specific duties and membership requirements.
- 2) The committee shall, at a minimum, meet annually or as otherwise needed.
- 3) The committee shall receive no compensation.
- 4) The committee, their members, and all their proceedings shall be governed by and comply with the provisions of the Florida Sunshine Law, the Florida Public Records Law, and the Florida Code of Ethics.

As mentioned above, the municipality (City Commission) shall establish duties and membership requirements of the oversight committee. The following is a recommendation for committee make up:

Comprise of five (5) members of the Callaway electorate and serve three (3) year terms. Terms may be consecutive for the ten (10) year period of the surtax. The Mayor and Commissioners may select one member each. The committee shall having no decision making authority, but may provide recommendations to the Commission regarding infrastructure needs and capital improvement projects. The primary role of the committee is to verify the expenditures and report on the projects funded by the infrastructure surtax revenues.

Prior to drafting a resolution establishing the duties and membership of an oversight committee, staff is requesting guidance from the City Commission.

5. REQUESTED MOTION/ACTION: Provide guidance to staff regarding the duties and membership for Half-cent Infrastructure Surtax Oversight Committee.

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

DATE: DECEMBER 13, 2016

ITEM: WORKSHOP MEETING TIMES

1. PLACED ON AGENDA BY:
BOB PELLETIER, MAYOR

2. AGENDA:
PRESENTATION
PUBLIC HEARING
CONSENT
OLD BUSINESS
REGULAR

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

N/A

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

Discussion of a time for workshop meetings that will be conducive to all.

ATTACHMENT:

5. REQUESTED MOTION/ACTION:

Discussion and approval of a time for the Monday Workshops to begin.

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

DATE: DECEMBER 13, 2016

ITEM: ARTS & CONFERENCE CENTER MANAGER SNELLING CONTRACT

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

Budget assumes \$595.00 per week.

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

Currently, the services of the Arts & Conference Center Manager (the "Manager") are performed through an agreement with Snelling Staffing Services at a flat rate of \$595.00 per week. Of the \$595.00, the Manager is paid \$425.00 and the remainder is paid to Snelling for administrative costs. This agreement was created in 2012. Prior to the flat rate structure, the Manager was paid on an hourly basis.

The purpose of this item is to discuss the feasibility of changing the staffing agreement for the Conference Center Manager to an hourly basis. Attached is a copy of the Snelling Agreement for the flat rate of \$595.00. Also attached is the agreement prior to 2012; the Conference Center Manager was paid on an hourly basis at \$20.00 per hour.

ATTACHMENTS:

- SNELLING AGREEMENT
- HOURLY RATE AGREEMENT

5. REQUESTED MOTION/ACTION:

Discuss changing the agreement with the Arts & Conference Center Manager from a flat weekly rate to an hourly rate.



City of Callaway

AND

CLIENT AGREEMENT

11/28/12

Dear Tim Legare,

I would like to say Hello again; my name is Wendy Stephens. I would like to thank you for contacting Snelling Staffing Services inquiring about an employee for your company for an ongoing Pay Rolling basis. This letter is to confirm the terms of our agreement.

Snelling Staffing has earned a reputation of excellence service. Snelling offers a guarantee, The Snelling Guarantee: If employment of the person we have referred to your company ends within 90 calendar days from the date of employment, we will provide a replacement candidate at no additional charge to you. We offer free Criminal Background Checks, Drug Screens at reduced cost, Employment Verifications, Reference Checks, and we can do MVR reports for a small fee. We also offer Direct Deposit for employees.

We offer several placement options, direct hire placement, temp-to-perm, ongoing pay rolling, as well as temporaries for those peak periods or coverage during vacations.

For this Clerical Pay Rolling position it is a 1.4 markup. For example, you are pay rolling an employee and paying the employee \$10.63 an hour; your bill rate will be \$14.88 per hour. If they are a salary employee and you are paying a weekly salary of \$425.00 the bill rate will be \$595.00 per week.

This covers all payroll expenses, including all FICA matching taxes, income tax withholding, Workers' Compensation Insurance and all IRCA requirements, and unemployment claims.

Employees are paid weekly and your company will be invoiced weekly. If after the completion of 520 hours you would like to offer our employee a permanent position, the employee simply rolls over to your payroll and there is no additional cost to you.

We look forward to working with you to fill your employee needs. Any offers of a career position to our employee should be made through us, as well as any counseling or issues concerning our employee's performance. Clients shall pay all reasonable attorneys' fees and other collection costs incurred by Snelling in enforcing this agreement. Snelling reserves the right to add late charges of \$25.00 to any invoice not paid within 30 days of completion work.

Thank you again for this opportunity! I am confident that you will be impressed with the quality of service we provide, as well as the caliber of employees we present to you. If you have any questions and/or comments please feel free to contact me at (850) 769-1441, or via Email at wendy@snellingpanamacity.com. Thank you once again for your time and consideration!

For Client: City of Callaway

For: Snelling Staffing Services

Printed Name Tim Legare

Wendy Stephens, Personnel Mgr. 11/28/12

Signature

Date: 11-28-12

1420 Airport Road ♦ Panama City, FL 32405
Phone (850) 769-1441 ♦ Fax (850) 785-1770
E-mail ♦ wendy@snellingpanamacity.com
Website ♦ www.employmentpanamacity.com

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement is made this 14th day of May, 2008, between the City of Callaway, Florida, a municipal corporation under the laws of Florida, hereinafter referred to as "Callaway", and Cobb Wynn, of 925 Lee Court, Callaway, Bay County, Florida, hereinafter referred to as "Independent Contractor".

SECTION 1: WORK TO BE PERFORMED

Callaway and Independent Contractor agree that Independent Contractor will perform the following work in accordance with this Independent Contractor Agreement: The day to day management of the City of Callaway Arts and Conferences Center.

SECTION 2: PAYMENT

Callaway agrees to pay Independent Contractor \$20.00 per hour, and the Independent Contractor agrees to accept such amounts as full payment for his work.

SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP

Independent Contractor is an independent contractor and is not an employee, servant, agent, partner or joint venturer of Callaway. Callaway shall determine the work to be done by the contractor, but Independent Contractor shall determine the legal means by which it accomplishes the work specified by Callaway. Callaway is not responsible for withholding, and shall not withhold, FICA or taxes of any kind from any payments which it owes Independent Contractor. Neither Independent Contractor nor his employees, if any, shall be entitled to receive any benefits which employees of Callaway are entitled to receive and shall not be entitled to workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit sharing, or Social Security on account of his work for Callaway.

SECTION 4: TERM

This Independent Contractor Agreement shall be for a term commencing on May 14, 2008, and ending on May 13, 2009. At the termination of any term, this Independent Contractor Agreement shall be renewed automatically for another term of equal duration unless either party gives written notice of termination to the other party not less than 30 days prior to the end of the term.

SECTION 5: TERMINATION

Independent Contractor or Callaway may terminate this Independent Contractor Agreement, with or without cause, by providing written notice of termination no less than thirty days prior to the termination date indicated in the notice.

SECTION 6: EXPENSES ASSOCIATED WITH WORK

Independent Contractor may make expenditures for supplies, repairs, alterations, decorations or furnishings in furtherance of his work and Callaway shall reimburse such expenditures but any expenditures in excess of \$50.00 dollars shall not be made without prior written consent of Callaway, except in the case of emergency, or if independent Contractor in good faith determines that such expenditures are necessary to protect the property from damage or to prevent injury to persons or loss of life.

SECTION 7: EMPLOYEES OF CONTRACTOR

If Independent Contractor hires any employees, Independent Contractor shall be solely responsible for paying these employees and Callaway shall not reimburse Independent Contractor for payments to employees. If Independent Contractor hires any employees, he shall be solely responsible for paying all FICA and other taxes, workers' compensation, unemployment compensation, and other payments required by law for such employees and any benefits due to such employees.

SECTION 8: ASSIGNMENT

Independent Contractor may not assign any of its rights or duties under this Independent Contractor Agreement without the prior written consent of Callaway.

SECTION 9: RISK; INDEMNIFICATION

Independent Contractor shall perform the work at his own risk. Independent Contractor assumes all responsibility for the condition of the Callaway Arts and Conference Center. Therefore, Independent Contractor shall indemnify and hold harmless Callaway from any claim, demand, loss, liability, damage or expense arising in any way from Independent Contractor's work. Nothing in this Independent Contractor Agreement is intended or shall be construed to waive Callaway's sovereign immunity under Florida law.

SECTION 10: GOVERNING LAW

This Independent Contractor Agreement shall be governed and construed in accordance with the laws of the State of Florida and venue for any proceeding arising or related to this Independent Contractor Agreement or work performed pursuant to it shall be Bay County, Florida.

SECTION 11: PARTIAL INVALIDITY

Should any section or any part of any section of this Independent Contractor Agreement be rendered void, invalid or unenforceable for any reason by any court of law exercising competent jurisdiction, such a determination shall not render void, invalid or

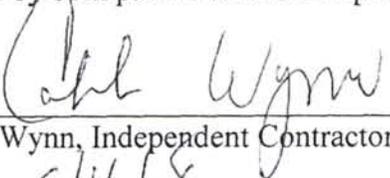
unenforceable any other section or any part of any section in this Independent Contractor Agreement.

SECTION 12: INTEGRATION

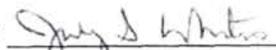
The drafting, execution and delivery of this Independent Contractor Agreement by the parties have not been induced by any representations, statements, warranties or agreements other than those expressed in this Independent Contractor Agreement. This Independent Contractor Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter of this Independent Contractor Agreement.

SECTION 13: MODIFICATION

This agreement may not be modified unless such modification is in writing and signed by both parties to this Independent Contractor Agreement.


Cobb Wynn, Independent Contractor
Date: 5/16/08

CITY OF CALLAWAY

By: 
Judy S. Whitis, City Manager
Date: 5/16/08

ATTEST:


Genette R. Bernal, City Clerk

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

DATE: DECEMBER 13, 2016

ITEM: ARTS & CONFERENCE CENTER RENTAL FEE STRUCTURE

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)

Recently, the City adopted new rental fees for the Arts & Conference Center via Resolution No. 16-31. A copy of Resolution No. 16-31 is attached. For Callaway residents renting the Auditorium for a full day, it costs \$350 for Friday-Sunday and \$175 for Monday-Thursday. For non-residents renting the Auditorium for a full day, it costs \$450 for Friday-Sunday and \$225 for Monday-Thursday.

The purpose of this item is to discuss further adjusting the rental fees.

To add this discussion, staff has provided the current fee structure (Res. #16-31) and the number/cost of Leisure Services work hours associated with the Arts and Conference Center. The total for FY16 was 940.25 hours at an average rate of \$20.24, including taxes and benefits, was \$19,025.

ATTACHMENTS:

- RESOLUTION NO. 16-31 – FEE SCHEDULE FOR RECREATION FACILITIES
- LS WORK LOG HOURS

5. REQUESTED MOTION/ACTION: DISCUSSION OF FEES AND DIRECTION TO STAFF.

Discuss amending the rental fees for the Arts & Conference Center.

RESOLUTION 16-31

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

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

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

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

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

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

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

CITY OF CALLAWAY, FLORIDA

By: Bob Pelletier
Bob Pelletier, Mayor

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

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

Kevin Obos
Kevin Obos, City Attorney

VOTE OF COMMISSION:

Covey	<u>A/E</u>
Fairbanks	<u>A/E</u>
Henderson	<u>A/E</u>
Pelletier	<u>A/E</u>
Townsend	<u>A/E</u>

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

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

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

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

Clients Signature _____ Date _____

Payment Received by _____ Date _____

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

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

NON-RESIDENT CHARGES:

	<u>Fri-Sun</u>	<u>Mon-Thur</u>	
Auditorium/Callaway Room Lg.-Full Day	\$450.00	\$225.00	\$ _____
Auditorium-1/2 Day	\$400.00	\$200.00	\$ _____
Kitchen Rental /w Auditorium Rental	\$ 75.00	\$ 37.50	\$ _____
Kitchen Rental Only	\$120.00	\$ 60.00	\$ _____
Meeting Room/Florida Room Sm.-Full Day Rental Only	\$150.00	\$ 75.00	\$ _____
Meeting Room /w Auditorium Rental	\$100.00	\$ 50.00	\$ _____
Additional Security Fee of \$50 per hr. minimum of four hours required if alcohol other than a champagne toast is to be served.	\$ 50.00 hr.	x _____	\$ _____
Overtime Charge per hr. past 9pm	\$ 25.00 each	x _____	\$ _____
Dance Floor	\$ 50.00		\$ _____
Projector Usage	\$ 40.00		\$ _____
Laptop Computer	\$ 40.00		\$ _____
Tablecloths	\$ 8.00 each	x _____	\$ _____
Cloth Napkins	\$.50 each	x _____	\$ _____
Skirts	\$ 8.00 each	x _____	\$ _____
Chair Covers	\$ 2.00 each	x _____	\$ _____
Chair Sash	\$.50 each	x _____	\$ _____
Chafing Dishes	\$ 6.00 each	x _____	\$ _____
Sterno	\$ 1.00 each	x _____	\$ _____
Coffee Maker 30/40 Cup	\$ 10.00 each	x _____	\$ _____
Beverage Dispenser	\$ 6.00 each	x _____	\$ _____
		Sub Total:	\$ _____
		6.5% FLORIDA SALES TAX:	\$ _____
		GRAND TOTAL:	\$ _____

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

Clients Signature _____ Date _____

Payment Received by _____ Date _____

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

CALLAWAY ROOM
USAGE REQUEST FORM
(Please Print Clearly)

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

ADDRESS: _____

CONTACT NUMBER: _____

DATE OF EVENT: ____/____/____

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

Callaway Resident/Non-Profit Organization Refundable Deposit \$350.00 Non-Resident Refundable Deposit \$450.00 _____

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

RECEPTION STYLE (*Maximum Number of Guests 300*)
Comments: _____

DINNER/BANQUET STYLE (*Maximum Number of Guests 240*)
Comments: _____

THEATRE STYLE (*Maximum Number of Guests 300*)
Comments: _____

SEMINAR STYLE (*Maximum Number of Guests 250*)
Comments: _____

OTHER:
Comments: _____

DEPOSITS RECEIVED: YES OR NO \$ _____

PLEASE SIGN AND RETURN: _____
(Client Signature)

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

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

Agreed to this ____ day of _____, 20__.

Client

City Staff

VETERANS PARK PAVILION RESERVATION
5916 Cherry St. Callaway, Fl 32404
Office: (850) 874-0031 / Fax: (850) 874-9977

Date(s) of Event: _____

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

Contact Name: _____

Telephone: _____

Address: _____

Time In: _____ Time out: _____

VETERAN PARK PAVILION RENTAL

Check or Money Order (circle one)

User Fee:	\$25.00
6.5% Sales Tax	<u>\$ 1.63</u>
Total:	\$26.63

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

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

SIGNATURE: _____
(Responsible Party)

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

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

Date(s) of Event: _____

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

Contact Name: _____

Telephone: _____

Address: _____

Time In: _____ Time out: _____

NON-RESIDENTS CHARGES:

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

Building & Kitchen: \$50 per day

6.5% Sales Tax: \$3.25 per day

Grand Total: \$53.25 _____ (does not include refundable deposit)

Check or Money Order (circle one)

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

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

SIGNATURE: _____
(Responsible Party)

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

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

Date(s) of Event: _____

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

Contact Name: _____

Telephone: _____

Address: _____

Time In: _____ Time out: _____

CALLAWAY RESIDENT/NON-PROFIT GROUP CHARGES:

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

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

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

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

SIGNATURE: _____
(Responsible Party)

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

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

TERMS AND CONDITIONS:

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

CITY OF CALLAWAY CHECKLIST FOR COMMUNITY CENTER

(KEY IS PICKED UP AT THE FIRE DEPARTMENT LOCATED AT 252 N. STAR AVE.)

IN CASE OF AN EMERGENCY PLEASE CONTACT FIRE DEPARTMENT @ (850) 871-5300

NAME OF RESPONSIBLE PERSON: _____

ADDRESS: _____

PHONE#: _____

DATE RENTED: _____

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

INSPECTED BY: _____

DATE: _____

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

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

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

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

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

PAVILION RENTAL FEES

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

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

Clients Signature _____ Date _____

Payment Received by _____ Date _____

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

RECREATIONAL COMPLEX
USAGE REQUEST FORM
(Please Print Clearly)

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

ADDRESS: _____

CONTACT NUMBER: _____

DATE : ____ / ____ / ____

Fields Requested _____

Dates Requested _____

Times Requested _____

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

PLEASE SIGN AND RETURN: _____
(Client Signature)

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

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

**RECREATIONAL COMPLEX FACILITY
& FIELD USE AGREEMENT**

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

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

Organization Name _____
Representative Signature _____ Date _____

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

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

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

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

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

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

Clients Signature _____ Date _____

Payment Received by _____ Date _____

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

GORE PARK
USAGE REQUEST FORM
(Please Print Clearly)

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

ADDRESS: _____

CONTACT NUMBER: _____

DATE : ____ / ____ / ____

Fields Requested _____

Dates Requested _____

Times Requested _____

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

PLEASE SIGN AND RETURN: _____

(Client Signature)

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

CALLAWAY LEISURE SERVICES DEPARTMENT
504 CALLAWAY PARK WAY
CALLAWAY, FL 32404
Office: (850) 874-0031/Fax: (850) 874-9977
Email: tlegare@cityofcallaway.com

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& FIELD USE AGREEMENT**

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7. There is no consumption or sale of alcohol allowed except for pre-approved adult events that pay in advance the Additional Security Fee. The organizations representatives are responsible for complying with all Federal, State and local alcoholic beverages law if applicable.
8. Anyone found in violation of City Policy or Code of Ordinance is subject to default on contract and may be banned from using City of Callaway Facilities.

Organization Name _____
Representative Signature _____ Date _____

City of Callaway Leisure Services Work Log Hours for FY 16

	OCT	NOV	DEC	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	FY TOTALS
RECREATIONAL COMPLEX	428	403	524.5	450.5	622.75	663.5	494	501.75	473.25	420.75	514.5	516.5	5013
ARTS & CONF CENTER	70	129.75	128.75	100.5	52	71.75	66.5	54.75	67.5	44.75	91.75	62.25	940.25
ARTS & CONF CENTER/COBB HOURS	152	111	118.75	39.5	23	118.5	140	82	104	95	147.5	103.25	1234.5
LS MAINTENANCE BUILDING	24.25	15.75	32.5	27.25	27.75	38.75	20.75	39.75	13.5	23	33.75	21.25	318.25
GORE PARK	140.75	28.25	50	33	57	87.5	54.5	86.25	89.5	100.75	92	43	862.5
COMMUNITY CENTER	20	13.25	21.75	15.5	25.5	18	19.5	54.5	23	22.25	26.25	12.75	272.25
OLD SCHOOL HOUSE	42.25	8.5	7.75	11	10.5	3.5	3.25	10	5.25	11.25	7.5	4.75	125.5
PATTERSON PARK	13.25	1	1.5	0	0	0.5	1.5	3.5	4	6.25	6.5	1.5	39.5
VETERANS PARK	75.25	288.25	59.5	61.25	52.25	47.75	49	49	69	58.25	64.25	56.75	930.5
CEMETERY	11.25	28.25	23	50.5	3.75	38	104.5	43.75	35.25	39.5	40.25	54.25	472.25
BRITTANY WOODS PARK	18.75	20.5	72.75	34.75	6	22.5	6.25	22.25	39.25	44	30.75	28.5	346.25
COLLINFURST PARK	7.5	2.5	7.75	16.25	9.25	1.75	5	4	9.5	7.25	16.75	8.5	96
CITY HALL	13	33.25	28.25	43.75	12.25	9.75	11.75	21.25	16.75	15.75	29	14.75	249.5
PUBLIC WORKS	0	0	0.25	0	2.25	1.25	1	5.25	0.25	1.25	0	0	11.5
P/W ANNEX	12	5.5	14.5	0.5	10.5	0	7.75	9	10.5	26	1	17.5	114.75
TYNDALL PARKWAY	0.25	0	72.25	18.5	52	0	28.75	0	5	86.75	32		295.5
PUBLIC SAFETY BUILDING	18.75	9	14.75	27.75	0.75	9.25	11.25	16	37	11	12.5	8	176
EQUIPMENT MAINTENANCE	20.75	10.75	20.5	9.25	17	20	3.75	7.25	5.75	7.75	21.25	10	154
PICK UP MATERIALS	20.5	17.25	10.5	21.5	18	6	9.75	12	12	7.5	11.75	8.5	155.25
ADMINISTRATION	342	328.75	346.25	353.75	355.25	332.25	339.25	326	326.25	325	334	328	4036.75
TRAINING	0	0	0	0	61.5	0	0	1	69.5	2.5	1	7.25	142.75
HUGH THOMAS	0	0	0	0	0	0	0	0	0	0	0	0	0
EAST BAY	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL HOURS	958.5	1454.5	1555.75	1315	1419.25	1490.5	1378	1349.25	1416	1356.5	1514.25	1307.25	16514.75

All building and grounds maintenance for the Callaway Arts & Conference Center
 940.25 Hrs x 20.24 = 19,025

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

DATE: DECEMBER 13, 2016

ITEM: FUTURE COMMISSION SALARIES

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

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

3. **IS THIS ITEM BUDGETED (IF APPLICABLE)?:** Yes No

N/A

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

Commissioners discuss what language should be in the resolution regarding the Commissioner salary increase, i.e. state that, should a City Commissioner leave office and their replacement chooses to take City retirement benefits, then that commissioner's salary would revert back to the previous approved annual salary of \$8,200.

Instruct city manager to prepare this resolution ASAP and vote tonight for its approval.

NOTE: City Attorney Obos will address.

ATTACHMENT:

5. **REQUESTED MOTION/ACTION:**

Discussion and direction to the City Manager.

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

DATE: DECEMBER 13, 2016

ITEM: WATER MAIN BREAKS - POLICIES & PROCEDURES FOR NOTIFICATION

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

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

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

N/A

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

Policies and procedures for notifications to Residents when there is a water main break.

I would like Commission to engage in discussion and review present City policies and procedures for notification of water main breaks or other services within the city that might affect the health of our citizens. Determine whether to enhance present procedures and policies and/or create new ones.

ATTACHMENT:

5. **REQUESTED MOTION/ACTION:**

Discussion and direction to the City Manager.