



CITY OF CALLAWAY BOARD OF COMMISSIONERS

TUESDAY, JANUARY 14, 2025 – 6:00 P.M.
CALLAWAY ARTS & CONFERENCE CENTER
500 CALLAWAY PARK WAY
CALLAWAY, FL 32404

MAYOR

PAMN HENDERSON

COMMISSIONERS

SCOTT DAVIS
DAVID GRIGGS
BOB PELLETIER
KENNETH AYERS, JR.

KEVIN OBOS, CITY ATTORNEY

KEITH "EDDIE" COOK, CITY MANAGER

ASHLEY ROBYCK, CITY CLERK

REGULAR MEETING AGENDA

CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATION

- **Presentation** BCSO December Statistics Deputy Kip McKenzie

MAYOR'S INSTRUCTIONS - Call for Additions/Deletions to the Agenda.

PUBLIC PARTICIPATION

- Speakers must come to the podium to be heard.
- Public Participation will be heard at the end of Commission discussion. for each item and at the end of the meeting for non-agenda items.
- Comments are limited to three (3) minutes.

APPROVAL OF MINUTES

- **December 10, 2024** Regular Meeting
- **Financial Statements** November 2024

PUBLIC HEARING

1. **Ordinance 1108** Rezoning 247N. Highway 22A

REGULAR AGENDA

2. **Resolution 25-01** LAP Agreement- Cherry St West Sidewalks
3. **Resolution 25-02** Code Enforcement Nuisance Abatement Lien
4. **Resolution 25-03** Transportation Alt. Program-S. Gay Sidewalks
5. **Development Order Review** 5824 Cherry Street
6. **Development Order Review** Park Place Phase 3 & 4
7. **Discussion** City Clerk & City Manager Expectations
8. **Discussion** Moving City Elections to November
9. **Board Appointments** Planning Board
10. **Budget Amendment** Boat Race Road Round-a-Bout
11. **Preliminary Plat Review** Fox Glenn Subdivision
12. **Bid Award** Beacon Point Plaza- North Outparcel

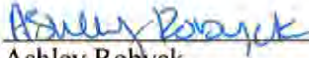
COMMISSION/STAFF COMMENTS ANNOUNCEMENTS

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

- | | | |
|---------------------------|---|------------------|
| • January 21, 2025 | Planning Board Meeting (Potential) | 6:00 p.m. |
| • January 28, 2025 | Commission Meeting | 6:00 p.m. |

PUBLIC PARTICIPATION

ADJOURNMENT



Ashley Robyck
City Clerk

PURSUANT TO FLORIDA STATUTE 286.0105: Any person who decides to appeal any decision made at a meeting(s) announced in this notice with respect to any matter considered at such meeting(s) will need a record of the proceedings and for such purpose may need to ensure that a verbatim record of the proceedings 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).



MONTHLY ACTIVITY LIST

December 2024

Accidents:	21	Citations:	173
Arrests:	50	Miles Patrolled:	20,823
Calls for Service:	1,081	Traffic Stops:	191

2024 ANNUAL TOTALS

	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	12-Month	
													Annual Totals	Monthly Average
Accidents	37	34	46	36	43	38	46	42	45	31	33	21	452	38
Arrests	64	71	61	70	65	71	82	78	68	52	44	50	776	65
Calls for Service	1,320	1,176	1,238	1,175	1,247	1,197	1,203	1,208	1,208	1,083	968	1,081	14,104	1,175
Citations	62	198	267	139	155	192	220	235	175	131	128	173	2,075	173
Miles Patrolled	27,413	25,315	26,451	26,918	25,922	24,659	28,262	28,856	26,439	26,950	23,092	20,823	311,100	25,925
Traffic Stops	207	225	277	150	164	228	252	258	195	163	135	191	2,445	204

**CITY OF CALLAWAY
BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
DECEMBER 10, 2024– 6:00 P.M.**

The City of Callaway Commission met in a Regular Session on December 10, 2024. In attendance were Pam Henderson, Mayor, David Griggs, Mayor Pro tem, and Commissioners Bob Pelletier, Scott Davis, and Kenneth Ayers. Also in attendance were Eddie Cook, City Manager, Kevin Obos, City Attorney; Ashley Robyck, City Clerk; David Schultz, Director of Finance; Bill Frye, Director of Public Works/Planning; Tim Legare, Director of Leisure Services; and David Joyner, Fire Chief.

The meeting was called to order by Mayor Henderson, followed by the Pledge of Allegiance and roll call.

Deputy McKenzie reviewed the November stats from the Bay County Sheriff's office.

Jeff Peterman with Baskerville Donovan gave insight on the engineering aspect of the Berthe Bridge.

MAYOR'S INSTRUCTIONS - Call for Additions/Deletions to the Agenda.

Commissioner Pelletier asked to table items 3 and 5.

APPROVAL OF MINUTES

November 19, 2024, Regular Meeting

Motion:

Motion made by Commissioner Griggs and seconded by Commissioner Ayers/Davis to approve the minutes of December 10, 2024. Motion carried unanimously.

PUBLIC HEARING

Ordinance 1107- Rezoning 157 Larry Drive, 2nd Reading

City Attorney Obos read the Ordinance as follows:

AN ORDINANCE REZONING FROM R-6M TO R-5 THAT CERTAIN PARCEL OF LAND LYING WITHIN THE CITY OF CALLAWAY, FLORIDA, CONTAINING APPROXIMATELY 3.415 ACRES; LOCATED AT 157 N. LARRY DRIVE; PARCEL ID 06129-000-000; ALL AS MORE PARTICULARLY DESCRIBED IN THE BODY OF THE ORDINANCE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT IMMEDIATELY UPON ITS PASSAGE

Mayor Henderson called for Public Participation, there was none.

Motion:

Motion made by Commissioner Ayers and seconded by Commissioner Griggs to approve Ordinance 1107- Rezoning 157 N. Larry Drive. The motion carried unanimously upon roll-call vote.

REGULAR AGENDA

Ordinance 1108- Rezoning 247 N Hwy 22A 1st reading.

City Attorney Obos read the Ordinance as follows:

AN ORDINANCE REZONING FROM R-6M TO SERVICE COMMERCIAL THAT CERTAIN PARCEL OF LAND LYING WITHIN THE CITY OF CALLAWAY, FLORIDA, CONTAINING APPROXIMATELY .446 ACRES; LOCATED AT 247 HIGHWAY 22A; PARCEL ID 24831-000-000; ALL AS MORE PARTICULARLY DESCRIBED IN THE BODY OF THE ORDINANCE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT IMMEDIATELY UPON ITS PASSAGE.

Bill Frye, Director of Public Works/Planning reviewed the application for rezoning and advised that this is currently an animal hospital and has been for many years and was probably zoned residential by mistake when zoning was done in the 1990s.

Commissioner Pelletier asked how many more properties in the city are non-conforming. Director Frye advised he does not have a number right now. Discussion ensued.

Mayor Henderson called for Public Participation, there was none.

Motion:

Motion made by Commissioner Ayers and seconded by Commissioner Griggs to approve Ordinance 1108-Rezoning 247 N. Highway 22A. The motion carried unanimously upon roll-call vote.

Development Order Review- 5824 Cherry Street

This item was tabled.

Development Order Extension- 429 Burkett Drive

Director Frye advised that this is an extension of the development order and that it meets today's code so he sees no reason to deny. It is currently sitting vacant and has not started construction.

Commissioner Pelletier noted that there is a for sale sign on the land.

Commissioner Griggs asked why the extension if they have the property up for sale. City Attorney Obos advised that property is more valuable with a development order.

Mayor Henderson called for Public Participation, there was none.

Motion:

Motion made by Commissioner Ayers and seconded by Commissioner Griggs to approve the Development Order Extension for 429 Burkett Drive. The motion carried unanimously.

Discussion- City Clerk and City Manager Expectations

This item was tabled.

Board Appointments- Planning Board & Audit Committee

City Clerk Robyck advised that there are expiring terms on both the Planning Board and Audit Committee. The Planning Board has one member who reapplied, and one is planning on reapplying and will have his application in by the next regular Commission meeting where vacancies will also be taken care of. All members of the Audit Committee have reapplied.

Mayor Henderson expressed her appreciation for those who serve on these committees.

Commissioner Griggs also expressed his appreciation for volunteers. Discussion ensued regarding the Citizen's Advisory Board and the TPO.

Mayor Henderson called for Public Participation;

Motion:

Motion made by Commissioner Davis and seconded by Commissioner Pelletier to approve the Board Re-appointments. The motion carried unanimously.

Variance Request- 1139 & 1149 S. Comet Ave- To allow two homes to be build prior to platting.

Director Frye advised that Habitat for Humanity would like to begin construction on lots 12 and 13 on what will become Habitat Village. These two face Comet Ave and all infrastructure will come off of Comet. It is his recommendation that the variance is allowed. Habitat for Humanity has received a grant and needs to show progress to keep the grant.

Mayor Henderson called for Public Participation;

David Agosta, 6601 Pridgen Street, spoke in favor of the variance.

Anna Pelletier, 7724 Shadow Bay Drive, advised that she has been told that Habitat homes usually increase the value of the neighborhood and is in favor of the Habitat Village.

Motion:

Motion made by Commissioner Ayers and seconded by Commissioner Griggs to approve the Variance Request. The motion carried unanimously.

Contract Award- Legislative Paving

City Clerk Robyck advised Staff issued an Invitation to Bid on Thursday, October 31, 2024 with a closing date of Friday, November 22, 2024. Two bids were received as follows:

- Roberts & Roberts Inc \$818,268.70
- C.W. Roberts Contracting, Inc \$946,602.02

She advised staff recommendation is to approve award to Roberts & Roberts, Inc in the not-to-exceed amount of \$818,268.70.

City Manager Cook advised this is the paving for Boat Race Road, Big Oak Lane and Hardwood Court.

Commissioner Griggs noted the liquidated damages amount in the contract for substantial completion.

Commissioner Pelletier questioned if we could have had more bids had the liquidated damages amount been lower. City Attorney Obos advised. Discussion ensued.

Commissioner Ayers asked if this includes all of Boat Race Road. City Manager Cook confirmed.

Mayor Henderson called for Public Participation; there was none.

Motion:

Motion made by Commissioner Ayers and seconded by Commissioner Griggs to approve the Contract award to Roberts & Roberts, Inc in the not to exceed amount of \$818,268.70. The motion carried unanimously.

Contract Award- Berthe & Boat Race Roundabout

City Clerk Robyck advised Staff issued an Invitation to Bid on Wednesday November 6, 2024 with a closing date of Tuesday, November 26, 2024. Three bids were received as follows:

- C.W. Roberts Contracting, Inc \$805,996.00
- GCUC \$871,800.00
- Roberts & Roberts Inc \$746,059.00

Staff recommendation is to approve award to Roberts & Roberts, Inc in the not-to-exceed amount of \$746,059.00.

City Manager Cook advised that while we previously were budgeting \$750,000 for this project but after receiving the cost estimate, we lowered the budget amount to \$500,000 so the budget will need to be adjusted.

Commissioner Pelletier asked what substantial completion means. City Manager Cook advised.

Mayor Henderson called for Public Participation; there was none

Motion:

Motion made by Commissioner Ayers and seconded by Commissioner Davis to approve the Contract award to Roberts & Roberts, Inc in the not to exceed amount of \$805,996.00. The motion carried unanimously.

COMMISSION/STAFF COMMENTS – The following were points of discussion:

Pamn Henderson, Mayor

- FDOT Compliments to City Clerk department
- 5 Year Plan with School System
- TPO Meeting & 5-year plan
- Upcoming meeting with Superintendent McQueen and FDOT
- Ethics Training
- Cemetery Fencing

Scott Davis, Commissioner, Ward I

- FPL Light Program
- Beacon Point

David Griggs, Commissioner, Ward II

- Berthe Ave Striping

Bob Pelletier, Commissioner, Ward III

- Wished everyone a Merry Christmas & Happy New Year

Kenneth Ayers, Commissioner, Ward IV

- Wished everyone a Merry Christmas and Happy New Year
- Compliments to Public Works
- Callaway Cemetery
- Compliments to City Manager & his initiative on projects
- Events attended

Eddie Cook, City Manager

- Cherry Street update
- Fencing update
- Gore Park Community Center remodel update
- Parker Median project
- Berthe Spillway update

PUBLIC PARTICIPATION

David Agosta, 6609 Pridgen Street, advised he will not be running for office again and asked what Commissioner Ayers is doing for the City at the County Commission meetings.

Anna Pelletier 7724 Shadow Bay Drive, asked if there is a limit to the number of questions a commissioner can ask for each agenda item, are there any rules that prohibit a spouse or family member from using their three minutes to speak, does the city have its own Ethics guidelines that would prohibit an elected official from attempting to sway a vote for engineer or developer.

Theresa Langston, 6031 Lance Street, does not believe the grant for the bridge is saving the citizens money, does not agree with the City Manager, advised that citizens thought someone from RJ Gorman would be at the meeting; not the design engineer or the process to award contracts.

Citizen, commented allowing the current contractor to participate in future bids and can they be banned. City Manager Cook addressed. Discussion ensued.

Jose Reyes, 932 S. Comet Ave., asked about the original budget for the bridge and how much has been paid so far, what recourse do we have to hold them accountable, and about the original schedule for the bridge.

Don Hennings, 431 Tanya Pass, spoke on the engineer's presentation and shortening the length of meetings.

ANNOUNCEMENTS

Mayor Henderson read the announcements as follows:

- | | | |
|-----------------------------|---|------------------|
| • December 13, 2024, | Christmas in Callaway | 6:00 p.m. |
| • December 17, 2024 | Planning Board Meeting (Potential) | 6:00 p.m. |
| • January 14, 2025 | Commission Meeting | 6:00 p.m. |

ADJOURNMENT

There being no further business, the meeting was adjourned at 8:24 p.m.

Attest: _____
Pam Henderson, Mayor

Ashley Robyck, City Clerk



**Financial Statements
Unaudited
For Period Ended
November 30, 2024**



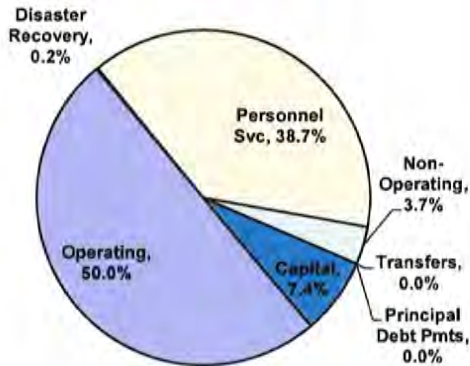
CITY OF CALLAWAY

Fiscal Year 2025

BUDGET-IN-BRIEF as of November 30, 2024

16.67 % of Year Elapsed

YTD-Citywide Expense Allocation



General Fund Revenues

Revenues	Budget	Year-to-Date	%
Ad valorem Taxes	2,414,572	181,525	7.5%
Other Taxes	2,230,749	444,823	19.9%
Permits, Fees, & Licenses	1,482,474	291,688	19.7%
Grants & Shared Revenue**	5,650,737	410,408	7.3%
FEMA Public Assistance	-	-	0.0%
Financing Proceeds	-	-	0.0%
Service Charges	262,602	50,629	19.3%
Judgements, Fines, & Forfeits	51,500	12,175	23.6%
Interest & Other Earnings	496,700	71,771	14.4%
Rents & Royalties	79,796	10,171	12.7%
Sales of Fixed Assets	-	2,796	0.0%
Contributions & Donations	900	316	0.0%
Miscellaneous Revenue	1,940	1,101	56.8%
Transfers In	1,090,642	-	0.0%
Total Revenues	\$ 13,762,612	\$ 1,477,403	10.7%

General Fund Expenditures

Expenditures	Budget	Year-to-Date	%
Executive (Commission)	56,550	9,054	16.0%
City Manager	251,630	38,030	15.1%
Finance	447,380	52,489	11.7%
Legal	58,500	9,612	16.4%
Code Enforcement	426,391	42,706	10.0%
Information Technology	95,907	19,442	20.3%
City Clerk	158,688	14,637	9.2%
Elections	-	-	0.0%
General Government	3,309,123	156,605	4.7%
Human Resources	96,311	13,314	13.8%
Law Enforcement	2,656,718	442,786	16.7%
Fire Department	2,409,351	372,728	15.5%
Emergency & Disaster Relief	116,045	4,214	3.6%
Utility Billing	-	-	0.0%
Streets	1,328,547	224,499	16.9%
Maintenance Shop	295,145	44,297	15.0%
Leisure Services	2,177,690	283,606	13.0%
Cost Allocation Transfers	(862,966)	(143,828)	16.7%
Interest Expense	-	-	0.0%
Transfers/Payments	741,602	-	0.0%
Total Expenditures	\$ 13,762,612	\$ 1,584,190	11.5%

General Fund Increase/Decrease to Fund Balance

	Budget	Year-to-Date
Incr / (Decr) to Fund Balance	-	(106,787)

Community Redevelopment Fund

	Budget	Year-to-Date	%
Revenues & Trfrs In	2,565,711	-	0.0%
Expenditures	3,184,707	37,004	1.2%
Incr / (Decr) to Fund Balance	(618,996)	(37,004)	

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	20,196,016	-	0.0%
1/2 Cent Infrastructure Tax	2,044,744	357,570	17.5%
Total Revenues and Trans In	22,240,760	357,570	1.6%
Expenditures	26,334,613	13,773	0.1%
Incr / (Decr) to Fund Balance	(4,093,853)	343,797	

Water Fund

	Budget	Year-to-Date	%
Revenues & Trfrs In	4,350,859	748,567	17.2%
Expenses & Trfrs Out	4,054,455	504,077	12.4%
Incr / (Decr) to Net Assets	296,404	244,490	

Sewer Fund

	Budget	Year-to-Date	%
Revenues & Trfrs In	6,935,644	1,014,687	14.6%
Expenses & Trfrs Out	6,855,169	679,204	9.9%
Incr / (Decr) to Net Assets	80,475	335,483	

Solid Waste Fund

	Budget	Year-to-Date	%
Revenues	1,118,968	193,571	17.3%
Expenses & Trfrs Out	833,599	82,616	9.9%
Incr / (Decr) to Net Assets	285,369	110,954	

Citywide Increase/Decrease to Fund Balance / Net Assets

	Budget	Year-to-Date
Incr / (Decr) to Fund Balance/Net Assets	(4,050,601)	890,933



CITY OF CALLAWAY

Fiscal Year 2025

BUDGET-IN-BRIEF Quarterly Summary as of November 30, 2024

16.67 % of the Year Elapsed

General Fund Revenues									
Revenues	Budget	1st QTR	2nd QTR	3rd QTR	4th QTR	Year-to-Date	Variance		
Ad valorem Taxes	\$ 2,414,572	\$ 181,525	\$ -	\$ -	\$ -	\$ 181,525	\$ 2,233,047	7.5%	
Other Taxes	2,230,749	444,823	-	-	-	444,823	1,785,926	19.9%	
Permits, Fees, & Licenses	1,482,474	291,688	-	-	-	291,688	1,190,786	19.7%	
Grants & Shared Revenue**	5,650,737	410,408	-	-	-	410,408	5,240,329	7.3%	
FEMA Public Assistance	-	-	-	-	-	-	-	#DIV/0!	
Financing Proceeds	-	-	-	-	-	-	-	0.0%	
Service Charges	262,602	50,629	-	-	-	50,629	211,973	19.3%	
Judgements, Fines, & Forfeits	51,500	12,175	-	-	-	12,175	39,325	23.6%	
Interest & Other Earnings	496,700	71,771	-	-	-	71,771	424,929	14.4%	
Rents & Royalties	79,796	10,171	-	-	-	10,171	69,625	12.7%	
Sales of Fixed Assets	-	-	-	-	-	-	-	0.0%	
Contributions & Donations	900	316	-	-	-	316	584	0.0%	
Miscellaneous Revenue	1,940	1,101	-	-	-	1,101	839	56.8%	
Transfers In	1,090,642	-	-	-	-	-	1,090,642	0.0%	
Total Revenues	\$ 13,762,612	\$ 1,474,607	\$ -	\$ -	\$ -	\$ 1,474,607	\$ 12,288,005	10.7%	

General Fund Expenditures									
Expenditures	Budget	1st QTR	2nd QTR	3rd QTR	4th QTR	Year-to-Date	Variance		
Executive (Commission)	\$ 56,550	\$ 9,054	\$ -	\$ -	\$ -	\$ 9,054	\$ 47,496	16.0%	
City Manager	251,630	38,030	-	-	-	38,030	213,600	15.1%	
Finance	447,380	52,489	-	-	-	52,489	394,891	11.7%	
Legal	58,500	9,612	-	-	-	9,612	48,889	16.4%	
Code Enforcement	426,391	42,706	-	-	-	42,706	383,685	10.0%	
Information Technology	95,907	19,442	-	-	-	19,442	76,465	20.3%	
City Clerk	158,688	14,637	-	-	-	14,637	144,051	9.2%	
Elections	-	-	-	-	-	-	-	0.0%	
General Government	3,309,123	156,605	-	-	-	156,605	3,152,518	4.7%	
Human Resources	96,311	13,314	-	-	-	13,314	82,997	13.8%	
Law Enforcement	2,656,718	442,786	-	-	-	442,786	2,213,932	16.7%	
Fire Department	2,409,351	372,728	-	-	-	372,728	2,036,623	15.5%	
Emergency & Disaster Relief	116,045	4,214	-	-	-	4,214	111,831	0.0%	
Utility Billing	-	-	-	-	-	-	-	0.0%	
Streets	1,328,547	224,499	-	-	-	224,499	1,104,048	16.9%	
Maintenance Shop	295,145	44,297	-	-	-	44,297	250,848	15.0%	
Leisure Services	2,177,690	283,606	-	-	-	283,606	1,894,084	13.0%	
Cost Allocation Transfers	(862,966)	(143,828)	-	-	-	(143,828)	(719,138)	16.7%	
Interest Expense	-	-	-	-	-	-	-	0.0%	
Transfers & Loan Payments	741,602	-	-	-	-	-	741,602	0.0%	
Total Expenditures	\$ 13,762,612	\$ 1,584,190	\$ -	\$ -	\$ -	\$ 1,584,190	\$ 12,178,422	11.5%	

General Fund Increase/Decrease to Fund Balance									
	Budget	1st QTR	2nd QTR	3rd QTR	4th QTR	Year-to-Date	Variance		
Incr / (Decr) to Fund Balance	\$ -	\$ (109,583)	\$ -	\$ -	\$ -	\$ (109,583)	\$ 109,583		

Community Redevelopment Fund									
	Budget	1st QTR	2nd QTR	3rd QTR	4th QTR	Year-to-Date	Variance		
Revenues & Trfrs In	2,565,711	-	-	-	-	-	2,565,711	0.0%	
Expenditures	3,184,707	37,004	-	-	-	37,004	3,147,703	1.2%	
Incr / (Decr) to Fund Balance	\$ (618,996)	\$ (37,004)	\$ -	\$ -	\$ -	\$ (37,004)	\$ (581,992)		



CITY OF CALLAWAY

Fiscal Year 2025

BUDGET-IN-BRIEF Quarterly Summary as of November 30, 2024

16.67 % of the Year Elapsed

Capital Projects Fund								
	Budget	1st QTR	2nd QTR	3rd QTR	4th QTR	Year-to-Date	Variance	%
Revenues & Trfrs In	20,196,016	-	-	-	-	-	20,196,016	0.0%
1/2 Cent Infrastructure Tax	2,044,744	357,570	-	-	-	357,570	1,687,174	17.5%
Total Revenues and Trans In	22,240,760	357,570	-	-	-	357,570	21,883,190	1.6%
Expenditures	26,334,613	13,773	-	-	-	13,773	26,320,840	0.1%
Incr / (Decr) to Fund Balance	\$ (4,093,853)	\$ 343,797	\$ -	\$ -	\$ -	\$ 343,797	\$ (4,437,650)	
Water Fund								
	Budget	1st QTR	2nd QTR	3rd QTR	4th QTR	Year-to-Date	Variance	%
Revenues								
Charges for Services	3,826,885	684,241	-	-	-	684,241	3,142,644	17.9%
Other Income	523,974	64,326	-	-	-	64,326	459,648	12.3%
Total Revenues	4,350,859	748,567	-	-	-	748,567	3,602,292	17.2%
Expenditures								
Salaries & Benefits	687,438	103,394	-	-	-	103,394	584,044	15.0%
Contractual Services	38,800	3,323	-	-	-	3,323	35,477	8.6%
Cost of Water	1,180,314	199,977	-	-	-	199,977	980,337	16.9%
Other Expenditures	2,147,903	197,383	-	-	-	197,383	1,950,520	9.2%
Total Expenditures	4,054,455	504,077	-	-	-	504,077	3,550,378	12.4%
Incr / (Decr) to Net Assets	\$ 296,404	\$ 244,490	\$ -	\$ -	\$ -	\$ 244,490	\$ 51,914	
Sewer Fund								
	Budget	1st QTR	2nd QTR	3rd QTR	4th QTR	Year-to-Date	Variance	%
Revenues								
Charges for Services	5,389,670	873,679	-	-	-	873,679	4,515,991	16.2%
Other Income	1,545,974	141,008	-	-	-	141,008	1,404,966	9.1%
Total Revenues	6,935,644	1,014,687	-	-	-	1,014,687	5,920,957	14.6%
Expenditures								
Salaries & Benefits	616,633	71,136	-	-	-	71,136	545,497	11.5%
Contractual Services	15,000	1,426	-	-	-	1,426	13,574	9.5%
Cost of Treatment	2,331,955	349,763	-	-	-	349,763	1,982,192	15.0%
Other Expenditures	3,891,581	256,879	-	-	-	256,879	3,634,702	6.6%
Total Expenditures	6,855,169	679,204	-	-	-	679,204	6,175,965	9.9%
Incr / (Decr) to Net Assets	\$ 80,475	\$ 335,483	\$ -	\$ -	\$ -	\$ 335,483	\$ (255,008)	
Solid Waste Fund								
	Budget	1st QTR	2nd QTR	3rd QTR	4th QTR	Year-to-Date	Variance	%
Revenues								
Charges for Services	1,065,895	178,807	-	-	-	178,807	887,088	16.8%
Other Income	53,073	14,764	-	-	-	14,764	38,309	27.8%
Total Revenues	1,118,968	193,571	-	-	-	193,571	925,397	17.3%
Expenditures								
Salaries & Benefits	261,690	33,799	-	-	-	33,799	227,891	12.9%
Contractual Services	128,211	468	-	-	-	468	127,743	0.4%
Other Expenditures	443,698	48,349	-	-	-	48,349	395,349	10.9%
Total Expenditures	833,599	82,616	-	-	-	82,616	1,036,352	9.9%
Incr / (Decr) to Net Assets	\$ 285,369	\$ 110,954	\$ -	\$ -	\$ -	\$ 110,954	\$ 174,415	
Citywide Increase/Decrease to Fund Balance / Net Assets								
	Budget	1st QTR	2nd QTR	3rd QTR	4th QTR	Year-to-Date	Variance	
Incr / (Decr) to Fund Balance/Net Assets	\$ (4,050,601)	\$ 888,137	\$ -	\$ -	\$ -	\$ 888,137	\$ 4,938,738	

City of Callaway
Balance Sheet
For Period Ended November 30, 2024



	General	CRA	CIP	Water	Sewer	Solid Waste	Total
Current Assets							
Cash & Cash Equivalents	\$ 6,604,480	\$ 1,409,028	\$ (1,384,826)	\$ 2,665,310	\$ 10,464,139	\$ 1,965,331	\$ 21,723,463
Cash - Restricted	2,904,264	-	6,956	2,608,779	1,347,305	-	6,867,303
Cash - Infrastructure Tax	-	-	8,314,924	-	-	-	8,314,924
Cash - ARPA Restricted	-	-	-	-	-	-	-
Investments	12,152	-	-	-	-	-	12,152
Investments - Restricted	168,822	-	-	523,083	2,415,766	-	3,107,670
Receivables	3,671,211	-	184,345	550,832	1,679,722	89,368	6,175,478
Inventory	33,515	-	-	-	-	9,509	43,024
Prepaid Items	92,405	-	-	2,991	-	-	95,396
Other Current Assets	-	-	-	-	1,474,000	-	1,474,000
Total Current Assets:	\$ 13,486,849	\$ 1,409,028	\$ 7,121,399	\$ 6,350,994	\$ 17,380,932	\$ 2,064,208	\$ 47,813,411
Non Current Assets							
Capital Assets	\$ -	\$ -	\$ -	\$ 8,830,252	\$ 9,216,677	\$ 243,003	\$ 18,289,932
Other Noncurrent Assets	-	-	-	3,363,146	9,286,030	-	12,649,176
Deferred Outflow	-	-	-	109,869	94,174	31,391	235,434
Total Non Current Assets:	\$ -	\$ -	\$ -	\$ 12,303,266	\$ 18,596,881	\$ 274,394	\$ 31,174,542
Total Assets:	\$ 13,486,849	\$ 1,409,028	\$ 7,121,399	\$ 18,654,260	\$ 35,977,813	\$ 2,338,602	\$ 78,987,952
Current Liabilities							
Payable	\$ 250,781	\$ 15,375	\$ 13,565	\$ 153,154	\$ 441,154	\$ 11,630	\$ 885,659
Unearned Revenue	3,211,293	-	6,956	-	-	-	3,218,249
Other Current Liability	10,610	-	-	1,720,419	877,000	-	2,608,029
Total Current Liabilities:	\$ 3,472,684	\$ 15,375	\$ 20,521	\$ 1,873,574	\$ 1,318,154	\$ 11,630	\$ 6,711,937
Non Current Liabilities							
Non-Current Liability	\$ -	\$ -	\$ -	\$ 6,779,615	\$ 7,719,218	\$ 114,794	\$ 14,613,626
Deferred Inflow	-	-	-	17,829	15,282	5,093	38,204
Total Non Current Liabilities:	\$ -	\$ -	\$ -	\$ 6,797,444	\$ 7,734,500	\$ 119,887	\$ 14,651,830
Total Liabilities:	\$ 3,472,684	\$ 15,375	\$ 20,521	\$ 8,671,017	\$ 9,052,654	\$ 131,517	\$ 21,363,768
Fund Balance							
Fund Balance Unrestricted	\$ 6,903,620	\$ -	\$ -	\$ 5,602,155	\$ 19,965,364	\$ 1,853,128	\$ 34,324,266
Fund Balance Restricted	3,217,332	1,430,658	6,757,081	4,136,598	6,448,813	243,003	22,233,486
Total Liabilities and Fund	\$ 13,593,636	\$ 1,446,032	\$ 6,777,602	\$ 18,409,771	\$ 35,466,831	\$ 2,227,648	\$ 77,921,519
Retained Earnings:	\$ (106,787)	\$ (37,004)	\$ 343,797	\$ 244,490	\$ 510,983	\$ 110,954	\$ 1,066,433
Total Liabilities, Fund	\$ 13,486,849	\$ 1,409,028	\$ 7,121,399	\$ 18,654,260	\$ 35,977,813	\$ 2,338,602	\$ 78,987,952

Cash and Investments

	Government Funds		Enterprise Funds		Total Funds	
Unrestricted	\$ 6,640,835	36.8%	\$ 15,094,780	68.6%	\$ 21,735,615	54.3%
Restricted	\$ 11,394,966	63.2%	\$ 6,894,932	31.4%	\$ 18,289,898	45.7%
Total	\$ 18,035,800	100.0%	\$ 21,989,712	100.0%	\$ 40,025,513	100.0%
Unrestricted	\$ 6,640,835		\$ 15,094,780		\$ 21,735,615	
17% Reservers	\$ 4,027,712		\$ 1,996,348		\$ 6,024,060	
Net Available for Operations	\$ 2,613,123		\$ 13,098,432		\$ 15,711,554	

City of Callaway
General Fund Revenue & Expenditures
For YTD Period Ended November 30, 2024



<u>Description</u>	<u>2025 Budget</u>	<u>Current Month</u>	<u>Year to Date</u>	<u>YTD Var</u>	<u>Encumbered Amount</u>	<u>Budget Available</u>	<u>% of Bud. Used</u>
Revenues and Sources of Funds							
Property and Other Taxes							
Ad Valorem Taxes	\$ 2,414,572	\$ 176,898	\$ 181,525	\$ 2,233,047	\$ -	\$ 2,233,047	7.52%
Local Option Fuel Tax	307,602	20,830	45,028	262,574	-	262,574	14.64%
Pub Svc Utility Tx-Electricity	1,196,059	118,298	259,737	936,322	-	936,322	21.72%
Pub Svc Utility Tax - Water	310,877	32,899	58,122	252,755	-	252,755	18.70%
Pub Svc Utility Tax - Nat. Gas	65,063	4,850	9,764	55,299	-	55,299	15.01%
Pub Svc Utility Tx-Bottled Gas	9,252	517	1,086	8,166	-	8,166	11.73%
Communications Services Tax	322,624	29,966	57,755	264,869	-	264,869	17.90%
Local Business License Tax	19,272	963	13,333	5,940	-	5,940	69.18%
Subtotal	\$ 4,645,321	\$ 385,221	\$ 626,347	\$ 4,018,974	\$ -	\$ 4,018,974	13.48%
Permits, Fees and Licenses							
Building Permits	\$ 35,000	\$ 2,683	\$ 6,152	\$ 28,848	\$ -	\$ 28,848	17.58%
Electric Franchise Fees	838,541	74,243	174,051	664,490	-	664,490	20.76%
Gas Franchise Fees	62,697	4,157	8,420	54,277	-	54,277	13.43%
Refuse Collection Permits	103,387	12,168	20,559	82,828	-	82,828	19.89%
Stormwater Fees	106,766	8,883	17,768	88,998	-	88,998	16.64%
Other Licenses & Permits	3,239	65	1,980	1,259	-	1,259	61.13%
Comp Plan & LDR Permits	7,844	300	600	7,244	-	7,244	7.65%
Impact Fees - Transportation Res.	275,000	18,094	62,158	212,842	-	212,842	22.60%
Impact Fees - Transportation Comm.	50,000	-	-	50,000	-	50,000	0.00%
Subtotal	\$ 1,482,474	\$ 120,593	\$ 291,688	\$ 1,190,786	\$ -	\$ 1,190,786	19.68%
Grants & Shared Revenues							
State and Federal Grants	\$ 3,000,053	\$ -	\$ -	\$ 3,000,053	\$ -	\$ 3,000,053	0.00%
FEMA Reimbursement - PA	-	-	-	-	-	-	0.00%
Triumph Grant	-	-	-	-	-	-	0.00%
Loan Proceeds	-	-	-	-	-	-	0.00%
MRS - Sales Tax Portion	697,788	55,612	111,223	586,565	-	586,565	15.94%
MRS - Motor Fuel Tax	152,136	12,125	24,250	127,886	-	127,886	15.94%
Mobile Home License Tax	1,200	66	121	1,079	-	1,079	10.08%
Alcoholic Beverage Lic. Tax	4,500	-	3,076	1,424	-	1,424	68.37%
Local Gov't Half Cent Sales Tx	1,781,340	125,418	271,738	1,509,602	-	1,509,602	15.25%
Firefighter Supplemental Comp	2,970	-	-	2,970	-	2,970	0.00%
Motor Fuel Tax Refund	10,750	-	-	10,750	-	10,750	0.00%
Subtotal	\$ 5,650,737	\$ 193,221	\$ 410,408	\$ 5,240,329	\$ -	\$ 5,240,329	7.26%

City of Callaway
General Fund Revenue & Expenditures
For YTD Period Ended November 30, 2024



<u>Description</u>	<u>2025 Budget</u>	<u>Current Month</u>	<u>Year to Date</u>	<u>YTD Var</u>	<u>Encumbered Amount</u>	<u>Budget Available</u>	<u>% of Bud. Used</u>
Charges for Services							
Certify, Copy, Research	\$ 50	\$ -	\$ -	\$ 50	\$ -	\$ 50	0.00%
Return Check Service Fees	6,100	270	650	5,450	-	5,450	10.66%
Lien Search Fees	23,000	900	1,950	21,050	-	21,050	8.48%
Fire Protection Services (Co.)	208,142	15,611	46,832	161,310	-	161,310	22.50%
Collection of Bad Debt	-	8	8	(8)	-	(8)	0.00%
Penalties	2,500	206	490	2,010	-	2,010	19.61%
Other Charges for Services	20,660	189	349	20,311	-	20,311	1.69%
Foreclosure Registrations	2,150	300	350	1,800	-	1,800	16.28%
Subtotal	\$ 262,602	\$ 17,484	\$ 50,629	\$ 211,973	\$ -	\$ 211,973	19.28%
Other Revenues							
Judgements, Fines, & Forfeits	\$ 51,500	\$ 6,054	\$ 12,175	\$ 39,325	\$ -	\$ 39,325	23.64%
Interest & Dividends	496,700	35,730	71,771	424,929	-	424,929	14.45%
Concession Stand Rent	3,600	-	-	3,600	-	3,600	0.00%
A&CC Rental Fees	47,500	3,514	3,514	43,986	-	43,986	7.40%
Sports Field Rental Fees	5,000	2,400	6,600	(1,600)	-	(1,600)	132.00%
Rec Complex Facility Rentals	1,000	-	90	910	-	910	9.00%
Rents - Other	22,696	(315)	(33)	22,729	-	22,729	-0.15%
Disposition of Fixed Assets	-	-	-	-	-	-	0.00%
Sale of Scrap	-	2,796	2,796	(2,796)	-	(2,796)	0.00%
Donations - Private Sources	400	-	-	400	-	400	0.00%
Donations - Veteran's Memorial Wall	-	-	-	-	-	-	0.00%
Voluntary Park Fees Collected	500	300	316	184	-	184	63.26%
Insurance Proceeds	-	-	-	-	-	-	0.00%
Non-Res. Rec League Fee	940	-	1,090	(150)	-	(150)	115.96%
Other Misc. Revenue	1,000	3	11	989	-	989	1.13%
Other Misc. Revenue - Mowing	-	-	-	-	-	-	0.00%
Gen Fund Over/Short	-	-	-	-	-	-	0.00%
Subtotal	\$ 630,836	\$ 50,482	\$ 98,330	\$ 532,506	\$ -	\$ 532,506	15.59%
Total Taxes and Revenues	\$ 12,671,970	\$ 767,001	\$ 1,477,403	\$ 11,194,567	\$ -	\$ 11,194,567	11.66%
Use of Reserves							
Transfer from Sewer Un Rest.	-	-	-	-	-	-	0.00%
Budgeted Use of Reserves (UN)	349,040	-	-	349,040	-	349,040	0.00%
Budgeted Use of Reserves (RES)	741,602	-	-	741,602	-	741,602	0.00%
Subtotal	\$ 1,090,642	\$ -	\$ -	\$ 1,090,642	\$ -	\$ 1,090,642	0.00%
Total Revenues and Sources of Funds	\$ 13,762,612	\$ 767,001	\$ 1,477,403	\$ 12,285,209	\$ -	\$ 12,285,209	10.73%

City of Callaway
General Fund Revenue & Expenditures
For YTD Period Ended November 30, 2024



Description	2025 Budget	Current Month	Year to Date	YTD Var	Encumbered Amount	Budget Available	% of Bud. Used
Expenditures and Uses of Funds							
Executive (Commission)							
Executive Salaries	\$ 50,000	\$ 4,167	\$ 8,333	\$ 41,667	\$ -	\$ 41,667	16.67%
Benefits	3,950	327	653	3,297	-	3,297	16.54%
Other Expenses	2,600	-	68	2,532	-	2,532	2.60%
Subtotal Commission	\$ 56,550	\$ 4,493	\$ 9,054	\$ 47,496	\$ -	\$ 47,496	16.01%
City Manager							
Salaries and Wages	\$ 164,965	\$ 12,680	\$ 25,361	\$ 139,604	\$ -	\$ 139,604	15.37%
Benefits	77,865	5,818	11,635	66,230	-	66,230	14.94%
Other Expenses	8,800	1	1,034	7,766	-	7,766	11.75%
Subtotal City Manager	251,630	18,499	38,030	213,600	-	213,600	15.11%
Finance Dept.							
Salaries and Wages	\$ 227,884	\$ 17,138	\$ 34,276	\$ 193,608	\$ -	\$ 193,608	15.04%
Benefits	106,246	7,909	15,817	90,429	-	90,429	14.89%
Audit / Accounting	59,700	-	-	59,700	-	59,700	0.00%
Other Contractual Service	34,575	147	328	34,247	-	34,247	0.95%
Other Expenses	18,975	1,016	2,068	16,907	-	16,907	10.90%
Subtotal Finance	\$ 447,380	\$ 26,210	\$ 52,489	\$ 394,891	\$ -	\$ 394,891	11.73%
Legal							
City Attorney Fees	\$ 56,000	\$ 3,253	\$ 9,612	\$ 46,389	\$ -	\$ 46,389	17.16%
Other Expenses	2,500	-	-	2,500	-	2,500	0.00%
Subtotal Legal	\$ 58,500	\$ 3,253	\$ 9,612	\$ 48,889	\$ -	\$ 48,889	16.43%
Code Enforcement							
Salaries and Wages	\$ 163,881	\$ 12,319	\$ 24,637	\$ 139,244	\$ -	\$ 139,244	15.03%
Benefits	70,820	5,395	10,789	60,031	-	60,031	15.23%
Other Contractual Services	38,500	451	6,484	32,016	-	32,016	16.84%
Animal Control	130,000	-	-	130,000	-	130,000	0.00%
Other Expenses	23,190	229	795	22,395	150	22,245	3.43%
Capital Outlay - Fixed Assets	-	-	-	-	-	-	0.00%
Subtotal Planning / Code	\$ 426,391	\$ 18,393	\$ 42,706	\$ 383,685	\$ 150	\$ 383,535	10.02%
Information Technology							
IT - Contracted Services	\$ 70,907	\$ 5,945	\$ 11,615	\$ 59,292	\$ -	\$ 59,292	16.38%
Other Contractual Services	-	-	-	-	-	-	0.00%
IT - Equipment < \$1,000	25,000	-	7,827	17,173	-	17,173	31.31%
Subtotal Information Tech.	\$ 95,907	\$ 5,945	\$ 19,442	\$ 76,465	\$ -	\$ 76,465	20.27%
City Clerk							
Salaries & Wages	102,091	5,377	10,796	91,295	-	91,295	10.58%
Benefits	45,177	1,879	3,767	41,410	-	41,410	8.34%
Other Expenses	11,420	52	73	11,347	-	11,347	0.64%
Subtotal City Clerk	\$ 158,688	\$ 7,307	\$ 14,637	\$ 144,051	\$ -	\$ 144,051	9.22%

City of Callaway
General Fund Revenue & Expenditures
For YTD Period Ended November 30, 2024



<u>Description</u>	<u>2025 Budget</u>	<u>Current Month</u>	<u>Year to Date</u>	<u>YTD Var</u>	<u>Encumbered Amount</u>	<u>Budget Available</u>	<u>% of Bud. Used</u>
Elections							
Other Contractual Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Other Expenses	-	-	-	-	-	-	0.00%
Subtotal Elections	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Gen Govt/Administration							
Salaries and Wages	\$ 59,081	\$ 4,139	\$ 8,306	\$ 50,775	\$ -	\$ 50,775	14.06%
Benefits	29,461	2,012	4,030	25,431	-	25,431	13.68%
Other Contractual Services	70,000	1,327	2,728	67,272	3,285	63,987	3.90%
Communications/Telephone	25,000	1,894	2,955	22,045	-	22,045	11.82%
Utilities	15,600	919	1,873	13,727	-	13,727	12.00%
Repair and Maintenance	2,500	-	-	2,500	-	2,500	0.00%
Other Expenses	718,844	50,016	136,713	582,131	1,583	580,548	19.02%
Capital Outlay - Fixed Assets	2,388,637	-	-	2,388,637	-	2,388,637	0.00%
Subtotal Gen Govt / Admin	\$ 3,309,123	\$ 60,307	\$ 156,605	\$ 3,152,518	\$ 4,868	\$ 3,147,650	4.73%
Human Resources							
Salaries & Wages	70,033	5,346	10,693	59,340	-	59,340	15.27%
Benefits	17,928	1,258	2,515	15,413	-	15,413	14.03%
Other Expenses	8,350	47	106	8,244	-	8,244	1.27%
Subtotal Human Resources	\$ 96,311	\$ 6,651	\$ 13,314	\$ 82,997	\$ -	\$ 82,997	13.82%
Law Enforcement							
Other Contractual Services	\$ 2,656,718	\$ 221,393	\$ 442,786	\$ 2,213,932	\$ -	\$ 2,213,932	16.67%
Utilities	-	-	-	-	-	-	0.00%
Subtotal Law Enforcement	\$ 2,656,718	\$ 221,393	\$ 442,786	\$ 2,213,932	\$ -	\$ 2,213,932	16.67%
Fire Department							
Salaries and Wages	\$ 1,237,269	\$ 90,198	\$ 186,589	\$ 1,050,680	\$ -	\$ 1,050,680	15.08%
Benefits	799,704	58,440	121,040	678,664	-	678,664	15.14%
Communications/Telephone	12,000	884	1,777	10,223	-	10,223	14.81%
Utilities	27,000	1,888	3,784	23,216	-	23,216	14.01%
Insurance	-	-	-	-	-	-	0.00%
Repair and Maintenance	94,160	3,885	6,522	87,638	5,046	82,592	6.93%
Other Expenses	122,600	4,521	18,464	104,136	7,766	96,370	15.06%
Capital Outlay - Fixed Assets	116,618	33,724	34,552	82,066	57,845	24,221	29.63%
Subtotal Fire Dept.	\$ 2,409,351	\$ 193,538	\$ 372,728	\$ 2,036,623	\$ 70,657	\$ 1,965,966	15.47%

City of Callaway
General Fund Revenue & Expenditures
For YTD Period Ended November 30, 2024



<u>Description</u>	<u>2025 Budget</u>	<u>Current Month</u>	<u>Year to Date</u>	<u>YTD Var</u>	<u>Encumbered Amount</u>	<u>Budget Available</u>	<u>% of Bud. Used</u>
Emergency & Disaster Relief							
Professional Services	22,471	2,037	4,214	18,257	-	18,257	18.75%
Legal Fees (City Atty)	-	-	-	-	-	-	0.00%
Contracted Services Debris Monitoring	-	-	-	-	-	-	0.00%
Debris Removal - Vegetative	-	-	-	-	-	-	0.00%
Debris - Operat & Grinding	-	-	-	-	-	-	0.00%
Debris Removal - Construction	-	-	-	-	-	-	0.00%
Debris - Hazardous Trees	-	-	-	-	-	-	0.00%
Buildings	-	-	-	-	-	-	0.00%
Improvements O/T Buildings	-	-	-	-	-	-	0.00%
Machinery & Equipment	-	-	-	-	-	-	0.00%
Drainage Projects	93,574	-	-	93,574	-	93,574	0.00%
Subtotal E & D Relief	\$ 116,045	\$ 2,037	\$ 4,214	\$ 111,831	\$ -	\$ 111,831	3.63%
Utility Billing							
Salaries & Wages	\$ 317,445	\$ 22,107	\$ 44,381	\$ 273,064	\$ -	\$ 273,064	13.98%
Benefits	146,351	9,220	18,585	127,766	-	127,766	12.70%
Contractual Services UB	69,467	2,764	5,911	63,556	-	63,556	8.51%
Tranportation & Postage	39,960	2	6,466	33,494	-	33,494	16.18%
Other Expenses	156,770	11,485	25,165	131,605	1,403	130,201	16.05%
CA - UB - Operating Exp	(729,993)	(45,576)	(100,507)	(629,486)	-	(629,486)	13.77%
Subtotal Utility Billing	\$ -	\$ -	\$ -	\$ -	\$ 1,403	\$ (1,403)	0.00%

City of Callaway
General Fund Revenue & Expenditures
For YTD Period Ended November 30, 2024



<u>Description</u>	<u>2025 Budget</u>	<u>Current Month</u>	<u>Year to Date</u>	<u>YTD Var</u>	<u>Encumbered Amount</u>	<u>Budget Available</u>	<u>% of Bud. Used</u>
Planning / Street Department							
Salaries and Wages	\$ 556,700	\$ 37,885	\$ 76,759	\$ 479,941	\$ -	\$ 479,941	13.79%
Benefits	232,478	15,205	31,205	201,273	-	201,273	13.42%
Contractual Services	18,000	751	1,532	16,468	1,180	15,289	8.51%
Stormwater Services	25,000	-	-	25,000	2,580	22,420	0.00%
Street Lighting	185,400	13,881	27,762	157,638	-	157,638	14.97%
Repair and Maintenance	74,500	11,639	17,729	56,771	2,638	54,133	23.80%
Fuel & Lubricants	60,000	3,184	7,158	52,842	-	52,842	11.93%
Road Materials & Supplies	40,000	311	1,459	38,541	449	38,092	3.65%
Sidewalk Repairs	20,000	787	2,760	17,240	-	17,240	13.80%
Other Expenses	20,875	1,862	7,335	13,540	-	13,540	35.14%
Capital Outlay - Fixed Assets	95,594	50,799	50,799	44,795	39,424	5,371	53.14%
Paving	-	-	-	-	-	-	0.00%
Subtotal Street Dept.	\$ 1,328,547	\$ 136,304	\$ 224,499	\$ 1,104,048	\$ 46,271	\$ 1,057,777	16.90%
Maintenance Shop							
Salaries and Wages	\$ 163,113	\$ 12,412	\$ 24,824	\$ 138,289	\$ -	\$ 138,289	15.22%
Benefits	63,062	4,821	9,641	53,421	-	53,421	15.29%
Contracted Services	16,600	1,155	4,012	12,588	811	11,777	24.17%
Utilities	8,880	330	704	8,176	-	8,176	7.93%
Repair and Maintenance	10,400	19	330	10,070	2,381	7,690	3.17%
Operating Supplies	10,000	702	1,295	8,705	1,853	6,852	12.95%
Other Expenses	23,090	2,521	3,491	19,599	4,889	14,711	15.12%
Capital Outlay - Fixed Assets	-	-	-	-	-	-	0.00%
Subtotal Maintenance Shop	\$ 295,145	\$ 21,959	\$ 44,297	\$ 250,848	\$ 9,934	\$ 240,915	15.01%
Leisure Services							
Salaries and Wages	\$ 854,440	\$ 58,158	\$ 113,516	\$ 740,924	\$ -	\$ 740,924	13.29%
Benefits	391,423	25,080	49,468	341,955	-	341,955	12.64%
Contracted Services	29,750	10,857	13,013	16,737	2,445	14,292	43.74%
Utilities	103,000	13,297	19,171	83,829	-	83,829	18.61%
Repair and Maintenance	180,000	11,104	36,729	143,271	5,727	137,544	20.41%
Operating Supplies	35,000	8,070	16,404	18,596	-	18,596	46.87%
Other Expenses	83,900	6,623	10,806	73,094	1,000	72,094	12.88%
Capital Outlay - Fixed Assets	500,177	24,498	24,498	475,679	93,749	381,930	4.90%
Subtotal Leisure Services	\$ 2,177,690	\$ 157,687	\$ 283,606	\$ 1,894,084	\$ 102,920	\$ 1,791,164	13.02%
Operating Expenses							
Cost Allocation Transfers	\$ (862,966)	\$ (71,914)	\$ (143,828)	\$ (719,138)	\$ -	\$ (719,138)	16.67%
Transfers Out	741,602	-	-	741,602	-	741,602	0.00%
Increase to Reserves	-	-	-	-	-	-	0.00%
Unrealized Gain/Loss on Invest	-	-	-	-	-	-	0.00%
Interest Expense	-	-	-	-	-	-	0.00%
Sutotal Other Operating Expenses	\$ (121,364)	\$ (71,914)	\$ (143,828)	\$ 22,464	\$ -	\$ 22,464	118.51%
Total Expenditures	\$ 13,762,612	\$ 812,062	\$ 1,584,190	\$ 12,178,422	\$ 236,203	\$ 11,942,219	11.51%
Net Fund Revenues & Expenditures	\$ -	\$ (45,061)	\$ (106,787)	\$ 106,787	\$ (236,203)	\$ 342,991	

City of Callaway
CRA Fund Revenues & Expenditures
For YTD Period Ended November 30, 2024



<u>Description</u>	<u>2025 Budget</u>	<u>Current Month</u>	<u>Year to Date</u>	<u>YTD Var</u>	<u>Encumbered Amount</u>	<u>Budget Available</u>	<u>% of Bud. Used</u>
<u>Revenues and Other Sources of Funds</u>							
Property Taxes, Revenue Sharing and Grants							
Ad Valorem Tax (from City)	376,692	-	-	376,692	-	376,692	0.00%
Stormwater Grants	1,412,719	-	-	1,412,719	-	1,412,719	0.00%
Intergov't Revenue from Bay Co	776,300	-	-	776,300	-	776,300	0.00%
Subtotal	2,565,711	-	-	2,565,711	-	2,565,711	0.00%
Other Revenues Sources & Reserves							
Interest Earned	-	-	-	-	-	-	0.00%
Transfers from General Fund	-	-	-	-	-	-	0.00%
Budgeted Use of Reserves	618,996	-	-	618,996	-	618,996	0.00%
Subtotal	618,996	-	-	618,996	-	618,996	0.00%
Total Revenues and Sources of Funds	3,184,707	-	-	3,184,707	-	3,184,707	0.00%
<u>Expenditures and Uses of Funds</u>							
Engineering Services	-	-	-	-	-	-	0.00%
Legal Fees - City Attorney	500	-	-	500	-	500	0.00%
Audit/Accounting	6,200	-	-	6,200	-	6,200	0.00%
Other Contractual Services	-	-	-	-	-	-	0.00%
Transportation/Postage	-	-	-	-	-	-	0.00%
Printing & Binding	-	-	-	-	-	-	0.00%
Other Current Charges	250	-	-	250	-	250	0.00%
Office Supplies & Small Equip	-	-	-	-	-	-	0.00%
Books, Publications, & Dues	1,000	-	495	505	-	505	49.50%
Education	-	-	-	-	-	-	0.00%
Land	25,000	-	-	25,000	-	25,000	0.00%
Buildings	-	-	-	-	-	-	0.00%
Improvements O/T Buildings	91,450	-	17,190	74,260	-	74,260	18.80%
Stormwater Projects - Cemetary Drainage	300,000	464	464	299,537	525	299,012	0.15%
Stormwater Projects - Berthe Spillway	2,727,807	14,911	18,856	2,708,952	180,703	2,528,249	0.69%
Redevelopment Grants	5,000	-	-	5,000	-	5,000	0.00%
Residential Grants	7,500	-	-	7,500	-	7,500	0.00%
Commercial Demolition Grants	20,000	-	-	20,000	-	20,000	0.00%
Budgeted Increase to Reserves	-	-	-	-	-	-	0.00%
Total Expenditures	3,184,707	15,375	37,004	3,147,703	181,228	2,966,476	1.16%
Net Fund Revenues & Expenditures	-	(15,375)	(37,004)	37,004	(181,228)	218,232	

City of Callaway
Capital Projects Fund Revenues & Expenditures
For YTD Period Ended November 30, 2024



<u>Description</u>	<u>2025</u> <u>Budget</u>	<u>Current</u> <u>Month</u>	<u>Year to</u> <u>Date</u>	<u>YTD Var</u>	<u>Encumbered</u> <u>Amount</u>	<u>Budget</u> <u>Available</u>	<u>% of</u> <u>Bud. Used</u>
<u>Revenues and Other Sources of Funds</u>							
Grants & Shared Revenues							
Federal Grants - 428	\$ 2,305,673	\$ -	\$ -	\$ 2,305,673	\$ -	\$ 2,305,673	0.00%
Infrastructure Half Cent Tax	1,775,763	166,676	297,120	1,478,643	-	1,478,643	16.73%
Berthe Ave Bridge 80/20 FEMA	1,312,265	-	-	1,312,265	-	1,312,265	0.00%
CDBG - Sandy Creek Rehab	5,470,200	-	-	5,470,200	-	5,470,200	0.00%
CDBG - Spine Road Hugh Thomas	2,650,000	-	-	2,650,000	-	2,650,000	0.00%
FDOT - Beautify Grant Tyndal	275,000	-	-	275,000	-	275,000	0.00%
FDOT Grant - Cherry Street Sidewalk	2,553,262	-	-	2,553,262	-	2,553,262	0.00%
FDOT Grant - West Cherry Street	421,811	-	-	421,811	-	421,811	0.00%
Paving Grant - State	2,000,000	-	-	2,000,000	-	2,000,000	0.00%
CDBG Grant - Lift Station Rehabs	2,466,203	-	-	2,466,203	-	2,466,203	0.00%
Subtotal	21,230,177	166,676	297,120	20,933,057	-	20,933,057	1.40%
Other Sources							
Interest - Infrastructure	\$ 268,981	\$ 30,482	\$ 60,451	\$ 208,530	\$ -	\$ 208,530	22.47%
Insurance Proceeds	-	-	-	-	-	-	0.00%
Transfers from General Fund	741,602	-	-	741,602	-	741,602	0.00%
Budget Use of Reserves	4,093,853	-	-	4,093,853	-	4,093,853	0.00%
Total Revenues and Sources of Funds	\$ 26,334,613	\$ 197,157	\$ 357,570	\$ 25,977,043	\$ -	\$ 25,977,043	1.36%
<u>Expenditures and Uses of Funds</u>							
Street Department							
Stormwater Improvements	\$ 150,800	\$ -	\$ -	\$ 150,800	\$ -	\$ 150,800	0.00%
Sidewalk Repairs	-	-	-	-	-	-	0.00%
Sidewalk Projects - Various Repairs	50,000	-	-	50,000	-	50,000	0.00%
Engineering Various - ADA/Grants	25,000	-	-	25,000	-	25,000	0.00%
Fox & Lannie Row Pond Clean-UP	141,500	-	-	141,500	-	141,500	0.00%
Berthe Ave Spillway Bridge	978,963	-	-	978,963	-	978,963	0.00%
FDOT Tyndall Median Beautification	275,000	-	-	275,000	-	275,000	0.00%
Cherry Street Drainage	4,448,524	-	-	4,448,524	-	4,448,524	0.00%
FlexNet Meter Reading	250,480	2,500	2,500	247,980	234,620	13,360	1.00%
CDBG - Spine Road Hugh Thomas Paving	2,315,010	-	-	2,315,010	-	2,315,010	0.00%
FDOT Grant - Cherry Street Sidewalk	2,540,989	883	883	2,540,106	461,747	2,078,359	0.03%
Road Paving	-	-	-	-	-	-	0.00%
State Grant - Road Paving	1,180,134	5,000	5,000	1,175,134	-	1,175,134	0.42%
Cherry St Paving & 2nd Sidewalk	5,181,853	-	-	5,181,853	729,532	4,452,321	0.00%
Boat Race Round About - Impact Fees	590,802	-	-	590,802	-	590,802	0.00%
FDOT Grant - Yellow Bluff Side	65,000	-	-	65,000	-	65,000	0.00%
FDOT Grant Hickory St Sidewalk	-	-	-	-	-	-	0.00%
FDOT Grant S Berthe Sidewalk	64,000	-	-	64,000	-	64,000	0.00%
FDOT Grant West Cherry Sidewalk	421,811	-	-	421,811	-	421,811	0.00%
Subtotal	\$ 18,679,866	\$ 8,383	\$ 8,383	\$ 18,671,483	\$ 1,425,899	\$ 17,245,584	0.04%
Lift Station Rehabs - CDBG	2,516,203	-	-	2,516,203	-	2,516,203	0.00%
Sandy Creek Rehab CDBG	5,138,544	-	5,390	5,133,154	5,810	5,127,344	0.10%
Subtotal	\$ 7,654,747	\$ -	\$ 5,390	\$ 7,649,357	\$ 5,810	\$ 7,643,547	0.07%
Total Expenditures and Uses of Funds	\$ 26,334,613	\$ 8,383	\$ 13,773	\$ 26,320,840	\$ 1,431,709	\$ 24,889,131	0.05%
Net Fund Revenues & Expenditures	\$ -	\$ 188,774	\$ 343,797	\$ (343,797)	\$ (1,431,709)	\$ 1,087,912	

City of Callaway
Water Fund Revenues & Expenditures
For YTD Period Ended November 30, 2024



<u>Description</u>	<u>2025 Budget</u>	<u>Current Month</u>	<u>Year to Date</u>	<u>YTD Var</u>	<u>Encumbered Amount</u>	<u>Budget Available</u>	<u>% of Bud. Used</u>
Revenues and Other Sources of Funds							
Permits, Fees, & Licenses							
Special Capital Ext Fee	\$ 5,000	\$ -	\$ 1,984	\$ 3,016	\$ -	\$ 3,016	39.69%
Impact Fees - Water Res.	115,000	4,251	22,411	92,589	-	92,589	19.49%
Impact Fees - Water Comm.	10,000	990	990	9,010	-	9,010	9.90%
State Grants - Storms & Floods	-	-	-	-	-	-	0.00%
Subtotal	\$ 130,000	\$ 5,242	\$ 25,386	\$ 104,614	\$ -	\$ 104,614	19.53%
Charges for Services							
Water Charges	\$ 3,402,940	\$ 351,855	\$ 619,021	\$ 2,783,919	\$ -	\$ 2,783,919	18.19%
Collection of Bad Debt	-	54	54	(54)	-	(54)	0.00%
Reconnect Fees	129,819	10,050	19,000	110,819	-	110,819	14.64%
Penalties	77,327	5,835	13,850	63,477	-	63,477	17.91%
System Taps	11,486	-	970	10,516	-	10,516	8.45%
Other Utility Income	205,313	13,631	31,345	173,968	-	173,968	15.27%
Utilities Over/Short	-	-	-	-	-	-	0.00%
Service Work Charges	-	-	-	-	-	-	0.00%
Subtotal	\$ 3,826,885	\$ 381,425	\$ 684,241	\$ 3,142,644	\$ -	\$ 3,142,644	17.88%
Interest & Other Earnings							
Interest	\$ 120,000	\$ 9,113	\$ 18,013	\$ 101,987	\$ -	\$ 101,987	15.01%
Interest - Impact Fees	55,000	5,267	10,483	44,517	-	44,517	19.06%
Interest - Spec Cap Ext Fees	-	-	-	-	-	-	0.00%
Disposition of Fixed Assets	-	-	62	(62)	-	(62)	0.00%
Insurance Proceeds	-	5,455	7,220	(7,220)	-	(7,220)	0.00%
Subtotal	\$ 175,000	\$ 19,835	\$ 35,779	\$ 139,221	\$ -	\$ 139,221	20.44%
Use of Reserves							
Budgeted Use of Reserves (UN)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Budgeted Use of Reserves (RES)	\$ 200,000	\$ -	\$ -	\$ 200,000	\$ -	\$ 200,000	0.00%
Subtotal	\$ 200,000	\$ -	\$ -	\$ 200,000	\$ -	\$ 200,000	0.00%
Total Revenues & Sources of Funds	\$ 4,350,859	\$ 408,082	\$ 748,567	\$ 3,602,292	\$ -	\$ 3,602,292	17.21%

City of Callaway
Water Fund Revenues & Expenditures
For YTD Period Ended November 30, 2024



<u>Description</u>	<u>2025</u> <u>Budget</u>	<u>Current</u> <u>Month</u>	<u>Year to</u> <u>Date</u>	<u>YTD Var</u>	<u>Encumbered</u> <u>Amount</u>	<u>Budget</u> <u>Available</u>	<u>% of</u> <u>Bud. Used</u>
<u>Expenditures and Uses of Funds</u>							
Salaries and Wages	\$ 474,061	\$ 35,890	\$ 72,462	\$ 401,599	\$ -	\$ 401,599	15.29%
Benefits	213,377	15,123	30,932	182,445	-	182,445	14.50%
Engineering Services	-	-	-	-	-	-	0.00%
Contractual Services	38,800	2,255	3,323	35,477	5,895	29,581	8.57%
Cost of Water	1,180,314	82,571	199,977	980,337	-	980,337	16.94%
Communications/Telephone	5,500	45	499	5,001	-	5,001	9.07%
Transportation/Postage	2,500	-	-	2,500	-	2,500	0.00%
Utilities	18,000	580	1,296	16,704	-	16,704	7.20%
Insurance	-	-	-	-	-	-	0.00%
Repair and Manitenance	162,000	3,219	11,140	150,860	4,322	146,538	6.88%
Fuel & Lubricants	40,000	2,608	5,489	34,511	-	34,511	13.72%
Operating Supplies	20,000	1,126	4,007	15,993	203	15,791	20.03%
Other Expenses	128,500	969	2,307	126,193	11,192	115,001	1.80%
Capital Outlay - Fixed Assets	331,250	5,250	10,500	320,750	14,351	306,399	3.17%
Interest Pmt	256,416	21,051	42,102	214,314	-	214,314	16.42%
Amortization - Loss on AdvRef	38,143	3,179	6,358	31,785	-	31,785	16.67%
UB Cost Allocation	364,996	22,788	50,253	314,743	-	314,743	13.77%
Cost Allocation Transfer	380,598	31,716	63,432	317,166	-	317,166	16.67%
Budgeted Incr to Reserves (UN)	296,404	-	-	296,404	-	296,404	0.00%
Budgeted Incr to Reserves (RES)	-	-	-	-	-	-	0.00%
Transfer to CIP	-	-	-	-	-	-	0.00%
Total Expenditures	\$ 4,350,859	\$ 228,370	\$ 504,077	\$ 3,846,782	\$ 35,963	\$ 3,810,820	11.59%
Net Fund Revenues & Expenditures	\$ -	\$ 179,712	\$ 244,490	\$ (244,490)	\$ (35,963)	\$ (208,527)	

City of Callaway
Sewer Fund Revenues & Expenditures
For YTD Period Ended November 30, 2024



<u>Description</u>	<u>2025 Budget</u>	<u>Current Month</u>	<u>Year to Date</u>	<u>YTD Var</u>	<u>Encumbered Amount</u>	<u>Budget Available</u>	<u>% of Bud. Used</u>
Revenues and Other Sources of Funds							
Permits, Fees, & Licenses							
Special Capital Ext Fee	\$ 2,500	\$ -	\$ 2,526	\$ (26)	\$ -	\$ (26)	101.02%
Impact Fees - Sewer Res.	120,000	-	32,820	87,180	-	87,180	27.35%
Impact Fees - Sewer Comm.	10,000	675	675	9,325	-	9,325	6.75%
State Grants - Storms & Floods	897,000	-	-	897,000	-	897,000	0.00%
Subtotal	\$ 1,029,500	\$ 675	\$ 36,021	\$ 993,479	\$ -	\$ 993,479	3.50%
Charges for Services							
Charges for Serives	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Collection of Bad Debt	-	128	128	(128)	-	(128)	0.00%
Account Fees	16,739	1,020	2,450	14,289	-	14,289	14.64%
Reconnect Fees	-	-	-	-	-	-	0.00%
Penalties	130,284	9,425	22,557	107,727	-	107,727	17.31%
System Taps	11,594	-	810	10,784	-	10,784	6.99%
Other Utility Income	500	-	-	500	-	500	0.00%
Sewer / Wastewater Charges	5,230,553	435,238	847,734	4,382,819	-	4,382,819	16.21%
Subtotal	\$ 5,389,670	\$ 445,810	\$ 873,679	\$ 4,515,991	\$ -	\$ 4,515,991	16.21%
Interest & Other Earnings							
Dividends	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Interest Earned	400,000	38,339	77,890	322,110	-	322,110	19.47%
Interest - Impact Fees	97,500	9,490	18,995	78,505	-	78,505	19.48%
Interest - Spec Cap Ext Fees	-	-	-	-	-	-	0.00%
Interest - Sandy Creek Assmts	-	-	-	-	-	-	0.00%
Interest - Bond Proceeds	-	-	-	-	-	-	0.00%
Disposition of Fixed Assets	-	-	4,940	(4,940)	-	(4,940)	0.00%
Subtotal	\$ 497,500	\$ 47,829	\$ 101,825	\$ 395,675	\$ -	\$ 395,675	20.47%
Other Sources							
Transfer from General Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Amort-Premium 2015 Refunding	18,974	1,581	3,162	15,812	-	15,812	16.66%
Subtotal	\$ 18,974	\$ 1,581	\$ 3,162	\$ 15,812	\$ -	\$ 15,812	16.66%
Use of Reserves							
Transfer to General Fund							
Budgeted Use of Reserves (UN)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Budgeted Use of Reserves (RES)	-	-	-	-	-	-	0.00%
Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Total Revenues & Sources of Funds	\$ 6,935,644	\$ 495,895	\$ 1,014,687	\$ 5,920,957	\$ -	\$ 5,920,957	14.63%

City of Callaway
Sewer Fund Revenues & Expenditures
For YTD Period Ended November 30, 2024



<u>Description</u>	<u>2025</u> <u>Budget</u>	<u>Current</u> <u>Month</u>	<u>Year to</u> <u>Date</u>	<u>YTD Var</u>	<u>Encumbered</u> <u>Amount</u>	<u>Budget</u> <u>Available</u>	<u>% of</u> <u>Bud. Used</u>
<u>Expenditures and Uses of Funds</u>							
Salaries and Wages	\$ 417,054	\$ 26,095	\$ 49,391	\$ 367,663	\$ -	\$ 367,663	11.84%
Benefits	199,579	11,219	21,745	177,834	-	177,834	10.90%
Engineering Services	-	-	-	-	-	-	0.00%
Contractual Services	15,000	608	1,426	13,574	1,173	12,401	9.51%
Cost of Treatment	2,331,955	175,500	349,763	1,982,192	-	1,982,192	15.00%
Communications/Telephone	5,300	70	553	4,747	-	4,747	10.44%
Transportation/Postage	2,640	-	-	2,640	-	2,640	0.00%
Utilities	91,000	5,911	14,717	76,283	-	76,283	16.17%
Insurance	-	-	-	-	-	-	0.00%
Repair and Maintenance	181,000	13,322	30,291	150,709	5,959	144,750	16.74%
Fuel & Lubricants	74,500	6,167	11,173	63,327	-	63,327	15.00%
Operating Supplies	16,500	1,259	3,141	13,359	-	13,359	19.04%
Other Expenses	46,700	382	5,564	41,136	449	40,687	11.91%
Capital Outlay - Fixed Assets	2,058,046	15,750	31,500	2,026,546	173,315	1,853,231	1.53%
Principal Pmt	400,000	-	-	400,000	-	400,000	0.00%
Amortization of Bond Costs	-	-	-	-	-	-	0.00%
Interest Pmt	256,416	21,051	42,102	214,314	-	214,314	16.42%
Interest Pmt / Sandy Creek	-	-	-	-	-	-	0.00%
Amort. of Deferred Loss on Ref	38,143	3,179	6,358	31,785	-	31,785	16.67%
Bond Issuance Cost	5,500	-	2,750	2,750	-	2,750	50.00%
UB Cost Allocation	364,996	22,788	50,253	314,743	-	314,743	13.77%
Cost Allocation Transfers	350,840	29,237	58,474	292,366	-	292,366	16.67%
Budgeted Incr to Reserve (UN)	80,475	-	-	80,475	-	80,475	0.00%
Budgeted Incr to Reserves (RES)	-	-	-	-	-	-	0.00%
Total Expenditures	\$ 6,935,644	\$ 332,538	\$ 679,204	\$ 6,256,440	\$ 180,896	\$ 6,075,544	9.79%
Net Fund Revenues & Expenditure:	\$ -	\$ 163,358	\$ 335,483	\$ (335,483)	\$ (180,896)	\$ (154,587)	

City of Callaway
Solid Waste Fund Revenues & Expenditures
For YTD Period Ended November 30, 2024



<u>Description</u>	<u>2025 Budget</u>	<u>Current Month</u>	<u>Year to Date</u>	<u>YTD Var</u>	<u>Encumbered Amount</u>	<u>Budget Available</u>	<u>% of Bud. Used</u>
<u>Revenues and Other Sources of Funds</u>							
Charges for Services							
Collection of Bad Debt	\$ -	\$ 21	\$ 21	\$ (21)	\$ -	\$ (21)	0.00%
Penalties	27,586	2,021	4,847	22,739	-	22,739	17.57%
Other Utility Income	-	-	-	-	-	-	0.00%
State Grants - Storms & Floods	-	-	-	-	-	-	0.00%
Solid Waste Service Fees	1,038,309	86,884	173,939	864,370	-	864,370	16.75%
Subtotal	\$ 1,065,895	\$ 88,926	\$ 178,807	\$ 887,088	\$ -	\$ 887,088	16.78%
Interest & Other Earnings							
Interest	\$ 51,073	\$ 7,179	\$ 14,288	\$ 36,785	\$ -	\$ 36,785	27.98%
Disposition of Fixed Assets	-	-	-	-	-	-	0.00%
Sales of Surplus or Scrap	2,000	476	476	1,524	-	1,524	23.79%
Transfer From General Fund	-	-	-	-	-	-	0.00%
Subtotal	\$ 53,073	\$ 7,655	\$ 14,764	\$ 38,309	\$ -	\$ 38,309	27.82%
Use of Reserves							
Budgeted Use of Reserves (UN)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Total Revenues & Sources of Funds	\$ 1,118,968	\$ 96,581	\$ 193,571	\$ 925,397	\$ -	\$ 925,397	17.30%
<u>Expenditures and Uses of Funds</u>							
Salaries and Wages	\$ 183,057	\$ 12,228	\$ 26,061	\$ 156,996	\$ -	\$ 156,996	14.24%
Benefits	78,633	3,669	7,738	70,895	-	70,895	9.84%
Contracted Services	128,211	230	468	127,743	-	127,743	0.37%
Repair and Maintenance	47,000	786	4,478	42,522	3,690	38,832	9.53%
Tipping Fees	150,000	8,440	17,772	132,228	6,876	125,352	11.85%
Fuel & Lubricants	40,000	1,914	3,828	36,172	-	36,172	9.57%
Other Expenses	7,670	(58)	349	7,322	-	7,322	4.54%
Capital Outlay - Fixed Assets	-	-	-	-	-	-	0.00%
Cost Allocation Transfer	131,528	10,961	21,922	109,606	-	109,606	16.67%
Budgeted Increase to Reserves	285,369	-	-	285,369	-	285,369	0.00%
Total Expenditures	\$ 1,118,968	\$ 38,171	\$ 82,616	\$ 1,036,352	\$ 10,566	\$ 1,025,785	7.38%
Net Fund Revenues & Expenditures	\$ -	\$ 58,410	\$ 110,954	\$ (110,954)	\$ (10,566)	\$ (100,388)	

CITY OF CALLAWAY BOARD OF COMMISSIONERS AGENDA ITEM SUMMARY

DATE: JANUARY 14, 2025

ITEM: ORDINANCE No. 1108 – REZONING OF PROPERTY LOCATED AT 247 HIGHWAY 22A, PARCEL ID 24831-000-000

1. PLACED ON AGENDA BY:

EDDIE COOK, CITY MANAGER

&

BILL FRYE, PLANNING/PUBLIC WORKS DIRECTOR

2. AGENDA:

PRESENTATION	☐
PUBLIC HEARING	☒
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)

Nikki Korda Palgut, property owner, has submitted a Rezoning Application for property located at 247 Highway 22A, Parcel ID 24831-000-000, to change from Residential Single Family R-6M to Service Commercial.

Planning staff has analyzed the proposed rezoning and finds that all of the information given is true and accurate to the best of its knowledge.

Planning Board met on Tuesday, December 3rd, 2024 and recommended approval.

ATTACHMENTS:

- Ordinance No. 1108
- Application for Rezoning
- Vicinity Map
- Deed
- Proof of Ownership

REQUESTED MOTION/ACTION: Approval of the 2nd reading of Ordinance No. 1108 for Rezoning, upon roll-call vote.

ORDINANCE NO. 1108

AN ORDINANCE REZONING FROM R-6M TO SERVICE COMMERCIAL THAT CERTAIN PARCEL OF LAND LYING WITHIN THE CITY OF CALLAWAY, FLORIDA, CONTAINING APPROXIMATELY .446 ACRES; LOCATED AT 247 HIGHWAY 22A; PARCEL ID 24831-000-000; ALL AS MORE PARTICULARLY DESCRIBED IN THE BODY OF THE ORDINANCE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT IMMEDIATELY UPON ITS PASSAGE.

WHEREAS, Nikki Korda Palgut, the owner of the real property designated herein, has initiated this ordinance by filing a petition with the City praying that said real property, being more particularly described below be rezoned from R-6M to Service Commercial as shown below; and

WHEREAS, this ordinance changes only the zoning map designation of the real property described herein; and

WHEREAS, the City of Callaway Planning Board reviewed the proposed zoning change, conducted a public hearing on December 3, 2024, and recommended approval and

WHEREAS, based upon competent substantial evidence adduced in a properly advertised public hearing conducted on January 14, 2024 the City found the requested change to be consistent with the currently applicable Comprehensive Growth Development Plan and to reasonably accomplish a legitimate public purpose.

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

SECTION I. The following described parcel of real property situate within the municipal limits of the City of Callaway, Florida, is rezoned from R-6M to Service Commercial; to wit,

EXHIBIT "A"

And the City's zoning map is amended accordingly.

SECTION 2. All Ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. This ordinance shall take effect as provided by law.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Commission of the City of Callaway, Florida, this 14th day of January 2025.

CITY OF CALLAWAY, FLORIDA

By: _____

Pamn Henderson, Mayor

ATTEST: _____

Ashley Robyck, City Clerk

PASSED ON FIRST READING: DECEMBER 10, 2024

NOTICE PUBLISHED ON: JANUARY 3, 2024

PASSED ON SECOND READING: JANUARY 14, 2024

VOTE OF COMMISSION

DAVIS _____

GRIGGS _____

HENDERSON _____

PELLETIER _____

AYERS _____

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

Kevin Obos, City Attorney

EXHIBIT "A"
ORDINANCE NO. 1088
REZONING FOR 247 N. HWY 22A
PARCEL ID: 24831-000-000

PARCEL ONE: Lots 15, 16, 17, Block 2, Thousand Oaks Subdivision, according to plat on file in Plat Book 7, Page 69, public records of Bay County, Florida;



Public Works Department
324 S Berthe Avenue, Callaway, FL 32404
Phone (850) 871-1033
www.cityofcallaway.com

APPLICATION FOR REZONING

1. Applicant(s) name: Nikki Korda Palgut
Applicant(s) address: 5530 Pinetree Rd. P.C. FL 32404
Applicant(s) phone: 850-381-0768 Email: callawayah@gmail.com
Date of application: 11-6-24
2. Rezone from: Residential to: Commercial
3. Parcel ID #: 24831-000-000
4. Legal Description of site to be rezoned: see deed
5. Driving directions to site: _____
6. Name and address of property owner(s) according to most recent ad valorem tax records:
(Year 2024) Nikki K Palgut
7. If applicant does not own the property, give name(s), address(s) and telephone number(s) of the owner(s). (Must attach statement of consent form):
N/A

8. Property address to be rezoned:

247 N Hwy 22A Panama City, FL 32404

(Address must be obtained from County prior to Planning Board Meeting)

9. Present Property Tax Classification: _____

10. Proposed Property Tax Classification: _____

11. Purpose of rezoning: This property has been operating
as a business (Callaway Animal Hospital) for 41 years
and was a business before that as well

12. Additional pertinent information: _____

Signature of applicant(s): Mike Korda Budget Date: 11-6-24

Date: _____

To be submitted with application:

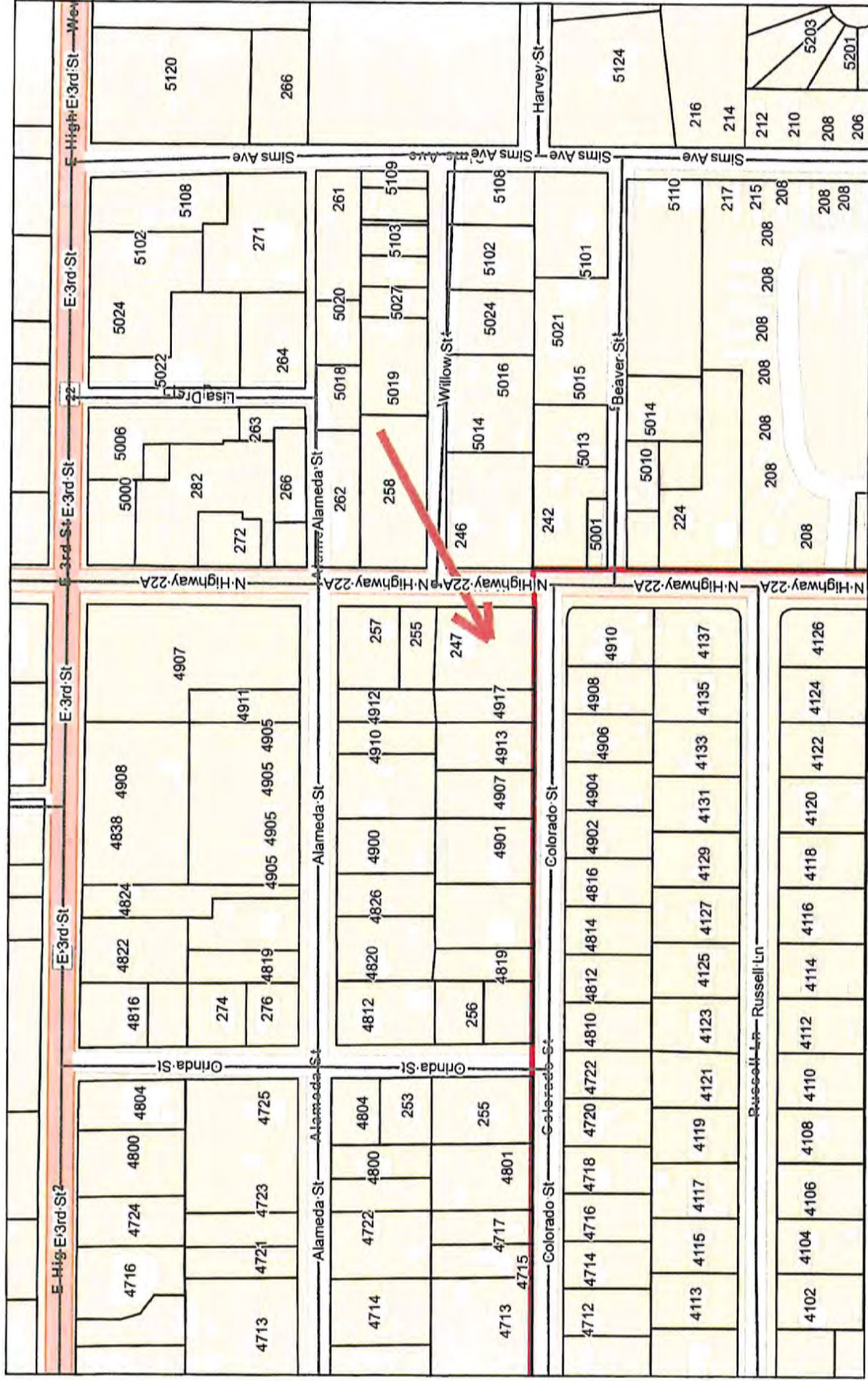
Incomplete submittals will not be reviewed

- a) 3 copies of the deed to the property.
- b) 3 copies of a survey of the property.
- c) A copy of the most recent Ad Valorem tax statement.
- d) A check for \$300. If the Zoning Application is submitted with a Petition for Annexation, the fee is \$500 for both.

(Do Not Write Below This Line)

Planning Board Action Date _____	City Commission Action Date _____
Restrictions or Special Conditions: _____	
Rezoned: From _____	To _____
Received _____	Fee Paid _____ Reviewed by _____

247 Hwy. 22A



11/25/2024, 12:52:41 PM

 Parcels

 Callaway City Limits

1:2,930

0 0.02 0.04 0.08 mi

0 0.03 0.07 0.13 km

Esri Community Maps Contributors, Florida State University, Bay County, FDEP, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph,

QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED, Executed this 6th day of April, A.D., 1989, by JEFFREY D. PALGUT and wife, NIKKI KORDA PALGUT, first party, to CALLAWAY ANIMAL HOSPITAL, INC., whose post office address is 247 North Highway 22-A, Panama City, Fl 32404, second party: (wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, That the said first party, for and in consideration of the sum of \$ 1.00, in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lat, piece or parcel of land, situate, lying and being in the County of Bay State of Florida, to-wit:

Parcel One: Lots 15, 16, 17, Block 2, Thousand Oaks Subdivision, according to plat on file in Plat Book 7, Page 69, public records of Bay County, Florida.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only property use, benefit and behoof of the said second party forever.

IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day and year first above written.

signed, sealed and delivered in presence of:

Handwritten signature of witness
Witness

Jeffrey D. Palgut
JEFFREY D. PALGUT

Handwritten signature of witness
Witness

Nikki Korda Palgut
NIKKI KORDA PALGUT

STATE OF FLORIDA,
COUNTY OF BAY

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared JEFFREY D. PALGUT and wife, NIKKI KORDA PALGUT to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this day of March, A.D., 1989.

Handwritten signature of Notary Public
Notary Public

JWG:3/27/89:nfh

Documentary Tax Pd \$.55
Intangible Tax Pd \$

Notary Public, State of Florida
My Commission Expires Feb. 19, 1993
Bonded thru [unclear]



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation
CALLAWAY ANIMAL HOSPITAL, INC.

Filing Information

Document Number	G31313
FEI/EIN Number	59-2313159
Date Filed	04/01/1983
State	FL
Status	ACTIVE

Principal Address

247 N HWY 22A
PANAMA CITY, FL 32404

Changed: 07/05/1984

Mailing Address

5530 Pinetree Rd
Panama City, FL 32404

Changed: 04/19/2023

Registered Agent Name & Address

Palgut, Nikki K
5530 Pinetree Rd
Panama City, FL 32404

Name Changed: 04/19/2023

Address Changed: 04/19/2023

Officer/Director Detail

Name & Address

Title P, VP, Secretary, Treasurer

PALGUT, NIKKI
5530 PINETREE ROAD
PANAMA CITY, FL 32404

Annual Reports

Report Year	Filed Date
2022	04/11/2022
2023	04/19/2023
2024	04/24/2024

Document Images

04/24/2024 -- ANNUAL REPORT	View image in PDF format
04/19/2023 -- ANNUAL REPORT	View image in PDF format
04/11/2022 -- ANNUAL REPORT	View image in PDF format
02/01/2021 -- ANNUAL REPORT	View image in PDF format
01/30/2020 -- ANNUAL REPORT	View image in PDF format
03/14/2019 -- ANNUAL REPORT	View image in PDF format
04/23/2018 -- ANNUAL REPORT	View image in PDF format
04/06/2017 -- ANNUAL REPORT	View image in PDF format
03/17/2016 -- ANNUAL REPORT	View image in PDF format
04/07/2015 -- ANNUAL REPORT	View image in PDF format
04/27/2014 -- ANNUAL REPORT	View image in PDF format
04/01/2013 -- ANNUAL REPORT	View image in PDF format
03/24/2012 -- ANNUAL REPORT	View image in PDF format
03/05/2011 -- ANNUAL REPORT	View image in PDF format
03/31/2010 -- ANNUAL REPORT	View image in PDF format
04/24/2009 -- ANNUAL REPORT	View image in PDF format
03/20/2008 -- ANNUAL REPORT	View image in PDF format
04/05/2007 -- ANNUAL REPORT	View image in PDF format
03/23/2006 -- ANNUAL REPORT	View image in PDF format
04/24/2005 -- ANNUAL REPORT	View image in PDF format
04/05/2004 -- ANNUAL REPORT	View image in PDF format
02/10/2003 -- ANNUAL REPORT	View image in PDF format
05/14/2002 -- ANNUAL REPORT	View image in PDF format
04/25/2001 -- ANNUAL REPORT	View image in PDF format
04/24/2000 -- ANNUAL REPORT	View image in PDF format
04/22/1999 -- ANNUAL REPORT	View image in PDF format
04/22/1998 -- ANNUAL REPORT	View image in PDF format
04/17/1997 -- ANNUAL REPORT	View image in PDF format
04/22/1996 -- ANNUAL REPORT	View image in PDF format
04/28/1995 -- ANNUAL REPORT	View image in PDF format

Form 4 (Revised 06/2016), Division of Corporation

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

DATE: JANUARY 14, 2025

ITEM: RESOLUTION No. 25-01 – FDOT LAP AGREEMENT - CHERRY STREET SIDEWALK PROJECT

1. PLACED ON AGENDA BY:

Eddie Cook, City Manager

2. AGENDA:

PRESENTATION ☐
PUBLIC HEARING ☐
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)

FDOT, through its Local Agency Program (LAP), has awarded the City \$528,511 in Federal Grants for sidewalks. The City intends to apply these funds towards Construction and CEI of the Cherry Street-West Sidewalk project.

FDOT requires acceptance of the agreement by Resolution as attached.

ATTACHMENTS:

- Resolution No. 24-01
- LAP Agreement

5. REQUESTED MOTION/ACTION:

COMMISSION APPROVAL OF RESOLUTION No. 24-01 UPON ROLL-CALL VOTE.

RESOLUTION NO. 25-01

A RESOLUTION OF THE CITY OF CALLAWAY, FLORIDA, APPROVING A LOCAL AGENCY PROGRAM AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR SIDEWALK IMPROVEMENTS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Callaway has been allocated \$528,511.00 in Federal Grants for CEI & Construction; and,

WHEREAS, the City intends to apply these funds towards CEI & Construction of CR 3026 Cherry Street- West Side Sidewalks,

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

SECTION 1. That the Local Agency Program Agreement is hereby approved with the Florida Department of Transportation for CEI & Construction of CR 3026 Cherry Street- West Side,

SECTION 2. That the City Manager is hereby authorized to execute the Agreement, a copy of which is on file in the City Clerk's Office.

SECTION 3. This resolution shall become effective upon adoption.

PASSED AND ADOPTED this 14th day of January 2025, by the CALLAWAY CITY COMMISSION meeting in regular session.

CITY OF CALLAWAY, FLORIDA

By: _____
Pamn Henderson, Mayor

Attest: _____
Ashley Robyck, City Clerk

VOTE OF COMMISSION:

Ayers	_____
Davis	_____
Griggs	_____
Henderson	_____
Pelletier	_____

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

Kevin Obos, City Attorney

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FPN: <u>438106-2-58-01</u>	FPN: <u>438106-2-68-01</u>	FPN: _____
Federal No (FAIN): <u>D321 027 B</u>	Federal No (FAIN): <u>D325 007 B</u>	Federal No (FAIN): _____
Federal Award Date: _____	Federal Award Date: _____	Federal Award Date: _____
Fund: <u>TALL/TALT</u>	Fund: <u>TALT</u>	Fund: _____
Org Code: _____	Org Code: _____	Org Code: _____
FLAIR Approp: _____	FLAIR Approp: _____	FLAIR Approp: _____
FLAIR Obj: _____	FLAIR Obj: _____	FLAIR Obj: _____
County No: <u>46 - Bay</u> Contract No: _____		
Recipient Vendor No: <u>F591005908004</u> Recipient Unique Entity ID (UEI) No: <u>M7J1RBDQNM5</u>		

Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is entered into on _____, by and between the State of Florida Department of Transportation, an agency of the State of Florida ("Department"), and City of Callaway ("Recipient").

(This date to be entered by DOT only)

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Section 339.12, Florida Statutes. The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.
2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in CR 3026 CHERRY STREET - WEST SIDE, as further described in **Exhibit "A"**, Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
3. **Term of Agreement:** The Recipient agrees to complete the Project on or before 12/31/2025. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the term of this Agreement will not be reimbursed by the Department.
4. **Project Cost:**
 - a. The estimated cost of the Project is \$ 528,511. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached to and incorporated in this Agreement. **Exhibit "B"** may be modified by mutual execution of an amendment as provided for in paragraph 5.i.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$528,511 and as more fully described in **Exhibit "B"**. This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.
 - c. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

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- i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
- ii. Availability of funds as stated in paragraphs 5.l. and 5.m. of this Agreement;
- iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments

- a. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**.
- b. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- c. The Recipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Recipient or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F"**, Contract Payment Requirements.
- e. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.
- f. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.
 - ☐ If this box is selected, advance payment is authorized for this Agreement and **Exhibit "H"**, Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

- g. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

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

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

- h. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Recipient and approved by the Department. The Recipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Recipient. The Recipient acknowledges and agrees that funding for this project may be reduced upon determination of the Recipient's contract award amount.
- j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- m. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

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"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

6. Department Payment Obligations:

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

- a. The Recipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;
- b. There is any pending litigation with respect to the performance by the Recipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;
- c. The Recipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;
- d. There has been any violation of the conflict of interest provisions contained in paragraph 14.f.; or
- e. The Recipient has been determined by the Department to be in default under any of the provisions of the Agreement.

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

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

7. General Requirements:

The Recipient shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's **Local Agency Program Manual** (FDOT Topic No. 525-010-300), which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

- a. A full time employee of the Recipient, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:

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- i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
 - ii. Maintains familiarity of day to day Project operations, including Project safety issues;
 - iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
 - iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;
 - v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
 - vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;
 - vii. Is aware of the qualifications, assignments and on-the-job performance of the Recipient and consultant staff at all stages of the Project.
- b. Once the Department issues the NTP for the Project, the Recipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Recipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the FHWA removing any unbilled funding or the loss of state appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Recipient waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of state appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Recipient for future LAP Projects. No cost may be incurred under this Agreement until after the Recipient has received a written NTP from the Department. The Recipient agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Recipient is not able to meet the scheduled advertisement, the Department District LAP Administrator should be notified as soon as possible.
- c. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Recipient, and the Project is off the State Highway System, then the Department will have to request repayment for the previously billed amounts from the Recipient. No state funds can be used on off-system projects, unless authorized pursuant to **Exhibit "I"**, State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.
- d. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Recipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Recipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.
- e. The Recipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Recipient to provide the necessary funds for completion of the Project.
- f. The Recipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Recipient shall make such submissions using Department-designated information systems.
- g. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part

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thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Recipient in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Recipient shall promptly reimburse the Department for all such amounts within 90 days of written notice.

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

8. Audit Reports:

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

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

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

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, the CFO, or State of Florida Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

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9. Termination or Suspension of Project:

The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

- a. If the Department intends to terminate the Agreement, the Department shall notify the Recipient of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
- d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the Public Records provisions of Chapter 119, Florida Statutes.

10. Contracts of the Recipient:

- a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Recipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.
- c. The Recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Recipient shall comply with the provisions in the FHWA-1273 form as set forth in **Exhibit "G"**, FHWA 1273 attached to and incorporated in this Agreement. The Recipient shall include FHWA-1273 in all contracts with contractors performing work on the Project.
- d. The Recipient shall require its consultants and contractors to take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the Department's first priority for the Recipient. If lane or road closures are required by the LA to ensure the life, health, and safety of the travelling public, the LA must notify the District Construction Engineer and District Traffic Operations Engineer immediately once the travelling public are not at imminent risk. The Department expects professional engineering judgment be applied in all aspects of locally

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delivered projects. Defect management and supervision of LAP project structures components must be proactively managed, monitored, and inspected by department prequalified structures engineer(s). The District Construction Engineer must be notified immediately of defect monitoring that occurs in LAP project construction, whether or not the defects are considered an imminent risk to life, health, or safety of the travelling public. When defects, including but not limited to, structural cracks, are initially detected during bridge construction, the engineer of record, construction engineering inspector, design-build firm, or local agency that owns or is responsible for the bridge construction has the authority to immediately close the bridge to construction personnel and close the road underneath. The LA shall also ensure compliance with the CPAM, Section 9.1.8 regarding actions for maintenance of traffic and safety concerns.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:

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

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

12. Compliance with Conditions and Laws:

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

13. Performance Evaluations:

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

- a. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Recipient failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, and the Department did not have to exceed the minimum oversight and monitoring requirements identified for the project.
- b. The District will determine which functions can be further delegated to Recipients that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions:

During the performance of this Agreement, the Recipient agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

- a. The Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the attached **Exhibit "C"**, Title VI Assurances in all contracts

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with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

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

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

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

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

15. Indemnification and Insurance:

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

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- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT]'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

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

16. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

- ☐ shall
☐ shall not
☐ N/A

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maintain the improvements located on the Department right-of-way for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the state funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

17. Miscellaneous Provisions:

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

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- j. The Recipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Recipient, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Recipient to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Recipient shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.
- k. The Recipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.
- l. The Recipient shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Recipient and FHWA requires reimbursement of the funds, the Recipient will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.
- m. The Recipient shall:
 - i. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Recipient during the term of the contract; and
 - ii. expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- n. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- o. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
- p. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

18. Exhibits:

- a. Exhibits "A", "B", "C", "D", "E" and "F" are attached to and incorporated into this Agreement.
- b. ☒ If this Project includes Phase 58 (construction) activities, then **Exhibit "G"**, FHWA FORM 1273, is attached and incorporated into this Agreement.
- c. ☐ Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
- d. ☐ State funds are used on this Project. If state funds are used on this Project, then **Exhibit "I"**, State Funds Addendum, is attached and incorporated into this Agreement. **Exhibit "J"**, State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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- e. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.
- f. ☐ This Project includes funding for landscaping. If this Project includes funding for landscaping, then **Exhibit "L"**, Landscape Maintenance, is attached and incorporated into this Agreement.
- g. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, **Exhibit "M"**, Roadway Lighting Maintenance is attached and incorporated into this Agreement.
- h. ☐ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, **Exhibit "N"**, Traffic Signal Maintenance is attached and incorporated into this Agreement.
- i. ☐ A portion or all of the Project will utilize Department right-of-way and, therefore, **Exhibit "O"**, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.
- j. ☐ The following Exhibit(s) are attached and incorporated into this Agreement: _____

k. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
Exhibit C: Title VI Assurances
Exhibit D: Recipient Resolution
Exhibit E: Federal Financial Assistance (Single Audit Act)
Exhibit F: Contract Payment Requirements
* Exhibit G: FHWA Form 1273
* Exhibit H: Alternative Advance Payment Financial Provisions
* Exhibit I: State Funds Addendum
* Exhibit J: State Financial Assistance (Florida Single Audit Act)
* Exhibit K: Advance Project Reimbursement
* Exhibit L: Landscape Maintenance
* Exhibit M: Roadway Lighting Maintenance
* Exhibit N: Traffic Signal Maintenance
* Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

* Additional Exhibit(s):

*** Indicates that the Exhibit is only attached and incorporated if applicable box is selected.**

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

RECIPIENT City of Callaway

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name:
Title:

By: _____
Name: Tim Smith, P.E.
Title: Director of Transportation Development

Legal Review:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT**EXHIBIT A****PROJECT DESCRIPTION AND RESPONSIBILITIES**FPN: 438106-2-58-01/438106-2-68-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and
City of Callaway (the Recipient)

PROJECT LOCATION:☐ The project is on the National Highway System.☐ The project is on the State Highway System.**PROJECT LENGTH AND MILE POST LIMITS:** 0.500

PROJECT DESCRIPTION: This project is for the construction and CEI services for CR 3026 CHERRY STREET - WEST SIDE. Project will begin at SR 22A Bob Little Road to SR (US 98) Tyndall Parkway and will consist of constructing 6' sidewalks on the N side of roadway. No additional right-of-way will be required for the project.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans that include the most current minimum Design Standards and current Cost Estimate for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Department hereby notifies the Recipient that for projects that are classified as A, B or C, the Recipient is required to hire a contractor prequalified by the Department.

The Department hereby notifies the Recipient that for projects that are classified as D and or estimate cost of less than \$250,000 and are not located on the Department's right-of-way, the Recipient is advised to hire a contractor prequalified by the Department.

The Department hereby notifies the Recipient, for the provision of Construction Engineering Inspection (CEI) services for projects that are classified as A, B or C, the Recipient is required to hire a Department pre-qualified consultant in the appropriate work type.

The Department hereby notifies the Recipient, for the provision of Construction Engineering Inspection (CEI) services for projects that are classified D the Recipient is advised to hire a Department pre-qualified consultant in the appropriate work type.

The Department hereby notifies the Recipient, in accordance with Section 337.14, F.S. the Entity performing Design and Construction Engineering Inspection (CEI) services may not be the same Entity.

The Recipient shall be responsible for all permitting activities related to the project and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall submit to the Department the bid tabulations and award intent for review and concurrence prior to award and will submit the signed construction contract for records upon execution of the final document.

Off the State Highway System (Off-System) construction projects must be administered in accordance with latest version of the Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways Florida (also known as the Florida Greenbook). as above: all bridge projects; box culverts; and all projects with a construction value of \$10 million or more.

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

- a) Study to be completed by
- b) Design to be completed by
- c) Right-of-Way requirements identified and provided to the Department by
- d) Right-of-Way to be certified by
- e) Construction contract to be let by
- f) Construction to be completed by 12/31/2025

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

SPECIAL CONSIDERATIONS BY DEPARTMENT:

The Department will provide concurrence to advertise for construction to the Recipient after final plans and construction estimate, and all necessary certifications have been reviewed and approved.

The Department will issue a Letter of Concurrence for construction and CEI to the Recipient after bid tabulations, score cards and draft contracts have been reviewed and approved.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

**EXHIBIT B
 SCHEDULE OF FINANCIAL ASSISTANCE**

RECIPIENT NAME & BILLING ADDRESS: City of Callaway 6601 East Hwy 22 Callaway, FL 32404	FINANCIAL PROJECT NUMBER: 438106-2-58-01/438106-2-68-01
---	--

PHASE OF WORK By Fiscal Year	MAXIMUM PARTICIPATION			
	(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Design- Phase 38				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Design Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Right-of-Way- Phase 48				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Right-of-Way Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Construction- Phase 58				
FY: 2025 (Transportation Alternative)	\$ 471,885.00	\$ 0.00	\$ 0.00	\$ 471,885.00
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Construction Cost	\$ 471,885.00	\$ 0.00	\$ 0.00	\$ 471,885.00
Construction Engineering and Inspection (CEI)- Phase 68				
FY: 2025 (Transportation Alternative)	\$ 56,626.00	\$ 0.00	\$ 0.00	\$ 56,626.00
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total CEI Cost	\$ 56,626.00	\$ 0.00	\$ 0.00	\$ 56,626.00
(Insert Phase)				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Phase Costs	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL COST OF THE PROJECT	\$ 528,511.00	\$ 0.00	\$ 0.00	\$ 528,511.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Maria Showalter, Local Programs Administrator
 District Grant Manager Name

Signature

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT**EXHIBIT C****TITLE VI ASSURANCES**

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

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

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

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

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

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT**EXHIBIT E****FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)****FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

CFDA No.: 20.205
CFDA Title: Highway Planning and Construction
Federal-Aid Highway Program, Federal Lands Highway Program
CFDA Program Site: https://beta.sam.gov/fal/1093726316c3409a8e50f4c75f5ef2c6/view?keywords=20.205&sort=-relevance&index=cfda&is_active=true&page=1
Award Amount: \$528,511.00
Awarding Agency: Florida Department of Transportation
Award is for: No
R&D:
Indirect Cost Rate: N/A

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards

<http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1>

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

Title 23 – Highways, United States Code

<http://uscode.house.gov/browse/prelim@title23&edition=prelim>

Title 49 – Transportation, United States Code

<http://uscode.house.gov/browse/prelim@title49&edition=prelim>

Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58, also known as the "Bipartisan Infrastructure Law")

<https://www.congress.gov/117/bills/hr3684/BILLS-117hr3684enr.pdf>

Federal Highway Administration – Florida Division

<http://www.fhwa.dot.gov/fldiv/>

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)

<https://www.fsr.gov/>

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT**EXHIBIT F****CONTRACT PAYMENT REQUIREMENTS****Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address

<https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT G

FHWA FORM 1273

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

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

The FHWA-1273 version dated October 23, 2023 is appended in its entirety to this Exhibit. FHWA-1273 may also be referenced on the Department's website at the following URL address:
<http://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>

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

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

DATE: JANUARY 14, 2025

ITEM: RESOLUTION NO. 25-02 – CODE ENFORCEMENT LIEN FOR NUISANCE ABATEMENT

1. PLACED ON AGENDA BY:
Eddie Cook, City Manager

Presented By:

Kevin Obos, City Attorney
Bonnie Poole, Director of Code Enforcement

2. AGENDA:
PRESENTATION ☐
PUBLIC HEARING ☐
OLD BUSINESS ☐
REGULAR ☒

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

N/A

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

Due to the presence of nuisances, Code Enforcement issued orders of nuisance abatement for Code violations occurring on the following property in the City of Callaway:

PROPERTY ID NO.	PRESENT OWNERS	ADDRESS OF SUBJECT PROPERTY	AMOUNT OF LIEN
06947-472-000	Stephan Henriques	6709 Lance St. Callaway, FL 32404	\$335.24

Code Enforcement recommends that the City Commission authorize staff to file and record the nuisance abatement lien on the above listed property. The amount of the abatement lien may also be placed on the property owner's tax bill for collection pursuant to Ordinances 949 and 950.

Attachments

- Resolution No. 25-02
- Nuisance Abatement Liens

5. REQUESTED MOTION/ACTION: Approval of Resolution No. 25-02 upon roll-call vote.

RESOLUTION 25-02

A RESOLUTION OF THE CITY OF CALLAWAY, FLORIDA, APPROVING AMOUNTS TO BE LIENED ON CERTAIN PROPERTIES WITHIN THE CITY, TO WIT: 6709 LANCE STREET., FOR COSTS INCURRED IN THE ABATEMENT OF NUISANCES UPON SUCH PROPERTIES, AUTHORIZING THE APPROPRIATE OFFICERS OF THE CITY TO RECORD THE LIENS AND NOTIFY INTERESTED PARTIES OF SUCH LIENS, AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, pursuant to Section 9.7-7 of the City's Code of Ordinances, the City has undertaken the abatement of emergency conditions and a nuisance as prohibited by Section 9.7-2 of the City Code, following notice and non-action by the Owner(s) to come into compliance with the City Code; and

WHEREAS, pursuant to Section 9.7-8 of the City's Code, the City Commission shall assess the entire cost of the abatement of the emergency conditions and nuisance against the property, inclusive of all administrative, legal, postal and publication expenses, and any other direct or indirect costs associated therewith.

NOW THEREFORE BE IT RESOLVED by the City Commission that liens be assessed against the following properties in the amounts set forth below:

PROPERTY ID NO.	PRESENT OWNERS	ADDRESS OF SUBJECT PROPERTY	AMOUNT OF LIEN
06947-472-000	Stephen Henriques	6709 Lance Street. Callaway, FL 32404	\$335.24

AND BE IT FURTHER RESOLVED that the appropriate officers of the City are hereby authorized and directed to record such lien and notify the Tax Collector and all interested parties of such liens.

This resolution shall become effective upon adoption.

PASSED AND ADOPTED this 14th day of January 2025, by the CALLAWAY CITY COMMISSION meeting in regular session.

CITY OF CALLAWAY, FLORIDA

By: _____
Pamn Henderson, Mayor

Attest: _____
Ashley Robyck, City Clerk

APPROVED AS TO FORM AND LEGALITY
FOR THE CITY OF CALLAWAY ONLY;

Kevin Obos, City Attorney

VOTE OF COMMISSION:

Ayers	_____
Davis	_____
Griggs	_____
Henderson	_____
Pelletier	_____

CITY OF CALLAWAY, FLORIDA
6601 East Highway 22
Callaway, FL 32404

In Re: Property located at:
6709 LANCE STREET
CALLAWAY, FL 32404
Parcel ID No. 06947-472-000

NOTICE OF CODE ENFORCEMENT
NUISANCE ABATEMENT LIEN

TO: STEPHAN A. HENRIQUES
6709 LANCE STREET
CALLAWAY, FL 32404

CHUCK PERDUE
BAY COUNTY TAX COLLECTOR
850 WEST 11TH STREET
PANAMA CITY, FL 32401

AND ANY AND ALL OTHER PERSONS INTERESTED IN THE FOLLOWING DESCRIBED PROPERTY:

THE EAST 28 FEET OF LOT 17 AND THE WEST 39 FEET OF LOT 18, BLOCK "F"
PINE WOODS DEVELOPMENT PHASE TWO AS RECORDED IN PLAT BOOK 13,
PAGES 44 & 45 IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA

- 1) Pursuant to Section 1 (1,2,4 & 13), Section 9.7-2, and LDR Section 9.7-1(3) of the City of Callaway Code of Ordinances, the city has undertaken certain actions to abate the nuisance located at: **6709 Lance St., Callaway, FL 32404**, as more particularly described above.
- 2) The amount of the City's abatement lien, for costs incurred in abating the nuisance on the subject property, is as follows:

Labor:	\$ 225.28
Equipment:	\$ 91.46
Recording Fees:	\$ 18.50
TOTAL:	\$ 335.24

- 3) Pursuant to Sections 9.7-7 & 8, City of Callaway Code of Ordinances, notice is hereby given that there has been assessed, pursuant to the provisions of said law, against the above-named persons at the above stated address, the nuisance abatement costs, which amount after demand for the payment thereof remains unpaid, and by virtue of the above referenced laws, constitutes a lien in favor of the City of Callaway, Florida, upon the title to and interest in, whether legal or equitable, the property herein above described; said lien shall be prior in dignity to all other liens, excepting County taxes and taxes and liens of equal dignity therewith. Callaway, Florida may foreclose or otherwise execute on the lien as provided for by the law. This assessment may become due and payable at the same time and with the same priority as ad valorem taxes.

WITNESS: The official seal of the City of Callaway and the hand of the City Clerk thereof, City of Callaway, Bay County, Florida, Dated this 14th day of January 2025.

SEAL

By: _____
Ashley Robyck, City Clerk

CITY OF CALLAWAY

BOARD OF COMMISSIONERS

AGENDA ITEM SUMMARY

DATE: JANUARY 14, 2025

ITEM: RESOLUTION NO. 25-03 – TRANSPORTATION ALTERNATIVE PROGRAM- S. GAY AVE SIDEWALKS

1. **PLACED ON AGENDA BY:**
Eddie Cook, City Manager

2. **AGENDA:**

PRESENTATION	☐
PUBLIC HEARING	☐
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)

Every year the city submits grant applications to the Bay County Transportation Planning Organization (TPO) for sidewalk or multi-use projects to be included in the FDOT District 3 Transportation Alternatives (TA) Set-Aside Program. To have these projects considered in the program, the city is required to adopt a Resolution to be submitted with each project application. This is a submittal of the application for the construction of a sidewalk along South Gay Avenue.

The purpose of this project is to address pedestrian safety issues, enhance mobility, and provide pedestrian connectivity within the City. South Gay Ave is an existing 25 mph residential road with minimal lighting, a mix of open and closed drainage and no existing shoulder, curb and gutter or sidewalk. Pedestrians need safe access to local points of interest; school children need safe access to school bus-stops and citizens in wheelchairs need mobility.

The project proposes a 6' concrete sidewalk on the east side of South Gay Ave from Cherry Street to Boat Race Road. The proposed sidewalk provides pedestrian refuge, wheel-chair access, and connectivity to school bus routes, the pedestrian system, and places of worship. This meets and exceeds the project purpose by also reducing emissions and improving the quality of life for residents. This will provide a safe walking path for people of all ages and abilities to travel within the city. The services sought are the survey, design, and permitting of the sidewalk per Florida Department of Transportation (FDOT) Design Standards along the east side of South Gay Ave from Cherry Street to Boat Race Road, approximately 1 mile. The work primarily consists of a new ADA compliant pedestrian walkway system including concrete sidewalks, crosswalks, pavement markings, and other appurtenances. All proposed improvements on South Gay Ave shall be located within the existing right-of-way.

All proposed improvements shall be located within the existing right-of-way.

ATTACHMENTS:

- Resolution No. 25-03

5. **REQUESTED MOTION/ACTION:**
COMMISSION APPROVAL OF RESOLUTION NO. 25-03 UPON ROLL-CALL VOTE.

RESOLUTION NO. 25-03

A RESOLUTION BY THE CITY OF CALLAWAY, FLORIDA TO CONTINUE TO SUPPORT CONSTRUCTION OF SIDEWALK ON THE EAST SIDE OF SOUTH GAY AVENUE FROM CHERRY STREET TO BOAT RACE ROAD WITH TRANSPORTATION ALTERNATIVE PROGRAM FUNDING; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, walking helps meet the goals of Chapter 339.175 Florida Statutes - Metropolitan Planning Organization - to serve the mobility needs of people while minimizing transportation related fuel consumption and air pollution; and,

WHEREAS, Congress created the Moving Ahead for Progress in the 21st Century (MAP-21) in 2012 to address growing concerns about air quality, open space, and traffic congestion. The Transportation Alternatives (TA) Program strengthens the cultural, aesthetic, and environmental aspects of the Nation's intermodal transportation system; and,

WHEREAS, the addition of pedestrian facilities helps meet the goals of Chapter 163.3177 Florida Statutes - Comprehensive Plans - promoting alternative modes of transportation; and,

WHEREAS, the Center of Disease Control (CDC) encourages people to walk for fitness, transportation and fun; and,

WHEREAS, this support is consistent with the Florida Statutes, Bay County Transportation Planning Organization (TPO), FDOT, MAP-21, and CDC policies supporting alternative means of transportation.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Callaway, Florida that they continue to support the construction of a sidewalk on the East side of South Gay Avenue

PASSED, APPROVED AND DULY ADOPTED by the City Commission of the City of Callaway, Florida, meeting in regular session this 14th day of January, 2025.

CITY OF CALLAWAY, FLORIDA

Attest: _____
Ashley Robyck, City Clerk

By: _____
Pamn Henderson, Mayor

APPROVED AS TO FORM FOR THE
CITY OF CALLAWAY ONLY:

VOTE OF COMMISSION:

Ayers	_____
Davis	_____
Griggs	_____
Henderson	_____
Pelletier	_____

Kevin D. Obos, City Attorney

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

DATE: JANUARY 14, 2025

ITEM: DEVELOPMENT ORDER (DO) APPLICATION – CONSTRUCTION OF TOWNHOMES– 5824 CHERRY STREET, CALLAWAY, FL

1. PLACED ON AGENDA BY:

EDDIE COOK – CITY MANAGER

AND

BILL FRYE, DIRECTOR OF PUBLIC WORKS

2. AGENDA:

PRESENTATION ☐

PUBLIC HEARING ☐

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 behalf of Pricemark INC, Dr. Raouf Arafa, P.E. has submitted and application to construct a 7 unit townhome complex. The Public Works Department and Fire Department have reviewed the plans for the project and have no outstanding issues or concerns. The Planning Department has found that the plans meet the requirements of LDR and Comprehensive Plan.

The Planning Board reviewed the Development Order on December 3, 2024, and recommended approval.

ATTACHMENTS:

- Development Order Application
- Zoning Map
- Engineered Plans dated November 20, 2024-Corrected & Initialed page 2

5. REQUESTED MOTION/ACTION: City Commission approval, allowing staff to execute the Development Order and allow construction to begin.

Date received: _____



Planning Department
324 S Berthe Avenue, Callaway, FL 32404
Phone (850) 871-1033
www.cityofcallaway.com

COMMERCIAL DEVELOPMENT ORDER APPLICATION

A. APPLICANT INFORMATION (Please print or type)

1. Name of applicant: PRICEMARK INC
2. The applicant is the: A) Property owner X or B) Authorized agent _____
(If the applicant is an agent, attach a signed statement from the property owner granting permission for the agent to obtain any necessary permits.)
3. Applicant address: 1106 W 11th Street Panama City FL 32401
4. Applicant telephone: (850) 532-4665 Email: markmulligan60@gmail.com
5. Name of project contact: Mark Mulligan
6. Project contact address: 1106 W 11th Street Panama City FL 32401
7. Contact telephone: (850) 532-4665 Email: markmulligan60@gmail.com
8. Name of person or firm the development order is to be issued to (If not same as the applicant):
Pricemark Inc
Address of recipient: _____
9. Review fee amount (Please attach check made payable to City of Callaway)
 - Development Order Review \$500.00* \$ _____
 - Deviation from Site Plan \$500.00* \$ _____

* Plus, engineering and attorney review fees reimbursed as billed.
(For a deviation from site plan, please attach a narrative citing approved development order detailing all proposed changes from approved development order.)

B. PROJECT INFORMATION

1. Project name: Townhomes 5824 Cherry St
2. Proposed use of site (in acres): .3
3. Number of buildings / sq. ft.: 2 10 townhomes 2 Story 9,000 land use 18,000 total
4. Proposed intensity in impervious surface ratio: _____
5. Are proposed roads, easements, stormwater facilities, and/or on-site utilities to be private or dedicated to the city? _____ dedicated to the city X private _____ combination (attach explanation)
6. Is this project part of an *existing* multi-phase development? X No _____ Yes; this project is part of _____
7. Is this project the start of a *new* multi-phase project? _____ No X Yes; this is a multi-phase project anticipated to be developed in 2 phases. This application is for phase(s) _____
8. Has the city previously issued any development orders for the subject parcel? X No _____ Yes
If yes, what is status of current development order? _____
9. Height of tallest building above grade: 25 feet
10. Is this waterfront property: X No _____ Yes
If yes, to which waterbody is this property adjacent? _____

C. DEVELOPMENT SITE INFORMATION

1. Current use of site (in acres): Vacant Land
2. Address of site: 5824 Cherry St SW Corner of Cherry St and S. Gay
3. Property appraiser's parcel ID#(s) 07058-010-000

NOTE: Copy of deed with legal description MUST be included.

4. Size of property: _____ square feet .69 acres
5. Name(s) of adjacent street(s):
North- Cherry South- _____
East- S. Gay West- _____

D. SITE LAND USE DESIGNATIONS

1. Future Land Use Map Designation: Multi Family
2. Future Land Use Map Designation of adjacent parcels:
North- _____ South- _____
East- _____ West- _____
3. Is subject property in an overlay(s): _____ Yes X No _____ If yes, please specify _____
4. Subject property's zoning district(s) Multi Family
5. Zoning districts of adjacent parcels:
North- _____ South- _____
East- _____ West- _____

E. SITE UTILITIES (Check all applicable services)

1. Water system
available capacity: City water
Demand created by proposed development: _____
2. Sewer system
available capacity: City Sewer
Demand created by proposed development: _____

F. TRAFFIC IMPACTS

Appendix A contains information on Transportation Impact Fees.

1. HURRICANE EVACUATION -The subject property occurs in the following.
Hurricane Evacuation Zone(s). Check all that apply:

 Tropical Storm Category 1 Hurricane Category 2 Hurricane
 Category 3 Hurricane Category 4-5 Hurricane N/A

G. SITE ENVIRONMENTAL INFORMATION (Check all that apply)

1. Flood Zone Type: X ; Elevation 30
2. Protected Trees (indicate type and size on site plan)
3. Wetlands: FDEP COE
4. Shoreline
5. Coastal Area
6. Aquifer Recharge
7. Wildlife Habitat

An environmental assessment should be included with the application. This assessment should be prepared by a licensed environmental firm, and at a minimum should address the following:

- a) Hazardous materials inspection
- b) Wetland delineation including all wetland buffers. Any recommended mitigation should be detailed
- c) Characterization of the shoreline habitat and aquatic resources (shellfish, seagrass beds, etc.)
- d) Characterization of the upland's ecosystems and soils
- e) Ecosystem characterization, threatened and endangered species report, including recommended mitigation, if necessary
- f) Survey of the Florida Master Site File (administered by the Bureau of Historic Preservation, Division of Historical Resources) to determine the presence of items of historical, cultural, or archeological significance

H. REQUIRED PERMITS (Check all that apply)

1. ☐ Dredge and Fill (☐ DEP ☐ COE)
2. ☐ FDOT (☐ Driveway Access ☐ Drainage ☐ Utility)
3. ☐ Right-of-Way Use (☐ Bay County ☐ City of Callaway)
4. ☐ Driveway (☐ Bay County ☒ City of Callaway)
5. ☐ Water Well (☐ NFWMD ☐ Health Dept)
6. ☐ FDEP Water Distribution
7. ☐ FDEP Wastewater Collection and Transmission
8. ☐ FDEP Stormwater
9. ☐ Others (specify): Building Permit

I. CERTIFICATION OF RIGHT TO APPLY FOR DEVELOPMENT ORDER AND UNDERSTANDING OF TRANSPORTATION CONCURRENCY AND WETLANDS REQUIREMENTS

I hereby certify that the information contained herein is true and correct and that I am either the true and sole owner of the subject property or am authorized to act on behalf of the true owner(s) in all regards in this matter, pursuant to proof and authorization submitted with the corresponding development application or attached hereto. I hereby represent that I have the lawful right and authority to file this application. I understand that submission of the form initiates a process and does not imply approval by the City of Callaway.

I further certify that I understand that issuance of a Certificate of Concurrence will require successful completion of Development Review, and that likewise no final development order will be issued except upon successful completion of this Concurrence Review. I further understand that "Inquiry Only" Review will result in no Certificate of Concurrence being issued, and therefore no binding assurance of future capacity, and that a Concurrence Review application will be required in conjunction with the first final development order applied for on this property.

I do hereby certify my understanding that a thirty (30) foot buffer is required between DEP jurisdictional wetlands, and a fifty (50) foot buffer is required between the mean high-water line of East Bay and its tributaries. I understand that all vegetation must be preserved within the 30-foot buffer with no land clearing to occur. I further understand that erosion control measures (e.g., hay bales, silt fence) must be installed at the **landward** edge of the wetland buffer and along any ditch or other stormwater control structure prior to any clearing on the site and maintained throughout construction including final grading. I understand that a City of Callaway Development Order does not authorize any land clearing in jurisdictional wetlands and that permits must be obtained from the Department of Environmental Protection and/or the U. S. Army Corps of Engineers for development activities in wetlands.

By signing this application, the owner hereby authorizes the City of Callaway Planning Department to access the subject property to verify information contained in this application and accompanying submittal documents. Further, the person named as the Project Contact is authorized on my behalf (if applicable).

Mark Mulligan
Owner's or authorized agent's signature

4-30-2024

Date

Mark Mulligan

(Please print or type name)

ENGINEER'S CERTIFICATION

I, Dr. Raouf Arafa, certify that I have reviewed and intend to comply with the City of Callaway's Land Development Regulations.

Those item(s) not in compliance with the City of Callaway's Land Development Regulations for which I am requesting a variance or special exception for are listed below:

	Non-Compliance Item	Relevant Code Section	Reason(s)
1			
2			
3			
4			
5			

(Attach extra sheets if necessary)

Variances will be Approved or Disapproved by the city.

Approval or disapproval of the requested variances or special exception will be with the City Commission.

I, Dr. Raouf Arafa, am fully aware of the information required to submit and request a complete development review.

The information contained in this submitted development package is true and correct to the best of my knowledge and the package is complete, prepared with sound engineering principles, and complies with all applicable city land development regulations unless noted otherwise.

Certified by:

Date: 4/30/24

Company Name and Address:

EGS-PLAN

2108 W 33RD ST

PANAMA CITY, FL 32405

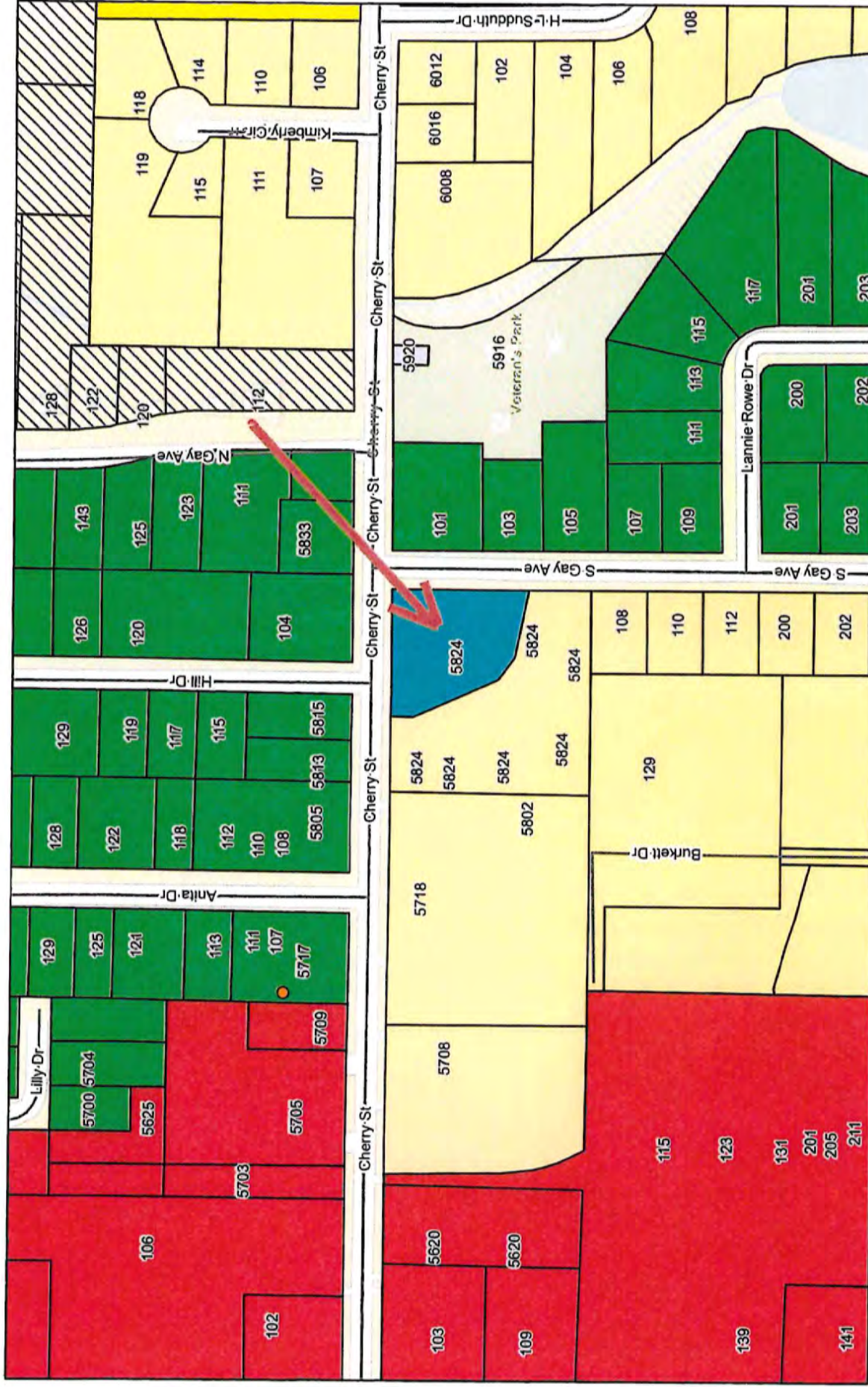
Name: Dr. Raouf Arafa

Title: Prof Engineer

Telephone: (850) 8149911

P.E. Registration No. 51761

City of Callaway Zoning

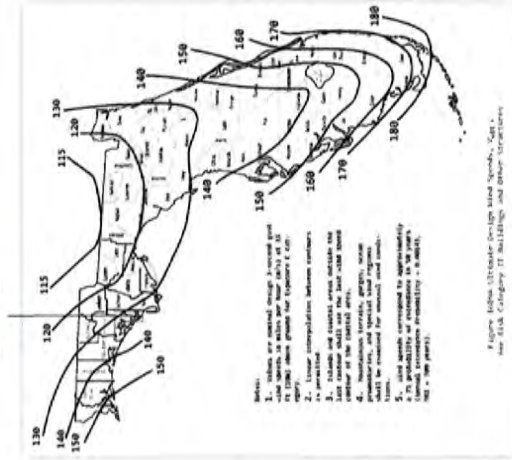


11/25/2024, 2:31:10 PM



- 1) Cover Page
- 2) Site Plan & Layout of Seven Units
- 3) Foundations Plans, First Floor Plan
- 4) Second Floor Plan, Front & Side Elevation Views
- 5) 3D View
- 6) Survey w. Topographical Elevations
- 7) Plain View of Lot with Retention Ponds / Utilities
- 8) Calculations of Retention Pond Volume
- 9) Elevation Profiles (Grading Plan)
- 10) Retention Pond Details
- 11) 3D View of Seven Units
- 12) Erosion Control & Landscaping Plans
- 13) 3D- Landscaping Plans
- 14) Sewage Line Connection
- 15) In Case of the City Drainage Upgrades are Lagging the Development

LOCATION



SCOPE OF WORK

Provide Site Plan Design for 7 Units of Townhouses. The Seven Units Are Facing S. Gay Avenue.
The Design Accommodate The Two Story Size Of 19' x54'.

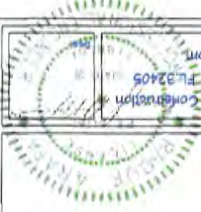
These plans are in compliance with the LAND USE - Guideline Developed by City of Callaway
Upon completion of the construction, I will certify that
The site plan has complied with the herein design specifications.

**THE DESIGNER ENGINEER and/or THE CITY OF CALLAWAY
ARE NOT RESPONSIBLE FOR DAMAGES DUE TO BAD WORKMANSHIP,
FAULTY FABRICATION, OR IMPROPER USAGE, AND
HAS NO CONTROL OVER THE FABRICATION, HANDLING,
SHIPPING, INSTALLATION OF ANY COMPONENTS OF THE STRUCTURE**

**ALL WORK SHOULD BE CARRIED OUT
PER THE THE CITY OF CALLAWAY
ENGINEERING STANDARD**

Site Plan Design for Seven Units of Townhouses 5824 CHERRY ST P, C. FL 32404 PID #: 07058-010-000

Unit Data	
LIVING AREA	895 sq. ft.
1st. Floor	950 sq. ft.
2nd Floor	
TOTAL AREA	1845 sq. ft.



PROJECT: Site Plan Design for 7 & 3 Units of Townhouses
ADDRESS: 5824 CHERRY ST P, C. FL 32404
CLIENT: Mark Mulligan
Scope of Work

ENGINEERING DESIGNED BY:
DR. RAOUF ARAFA, Ph.D., P.E.
ECDC, Inc.

DATE: 11/20/2024
SCALE: A/N
SHEET: PAGE 1



Project ID: 07050-000000
 Project Name: TEN- PLEX
 Project Address: 5824 CHERRY ST. P. C. FL 32404
 Project City: PANAMA CITY
 Project State: FL
 Project Zip: 32404
 Project Date: 11/20/2024
 Project Status: In Progress

Areal Map

Allowed Setbacks:

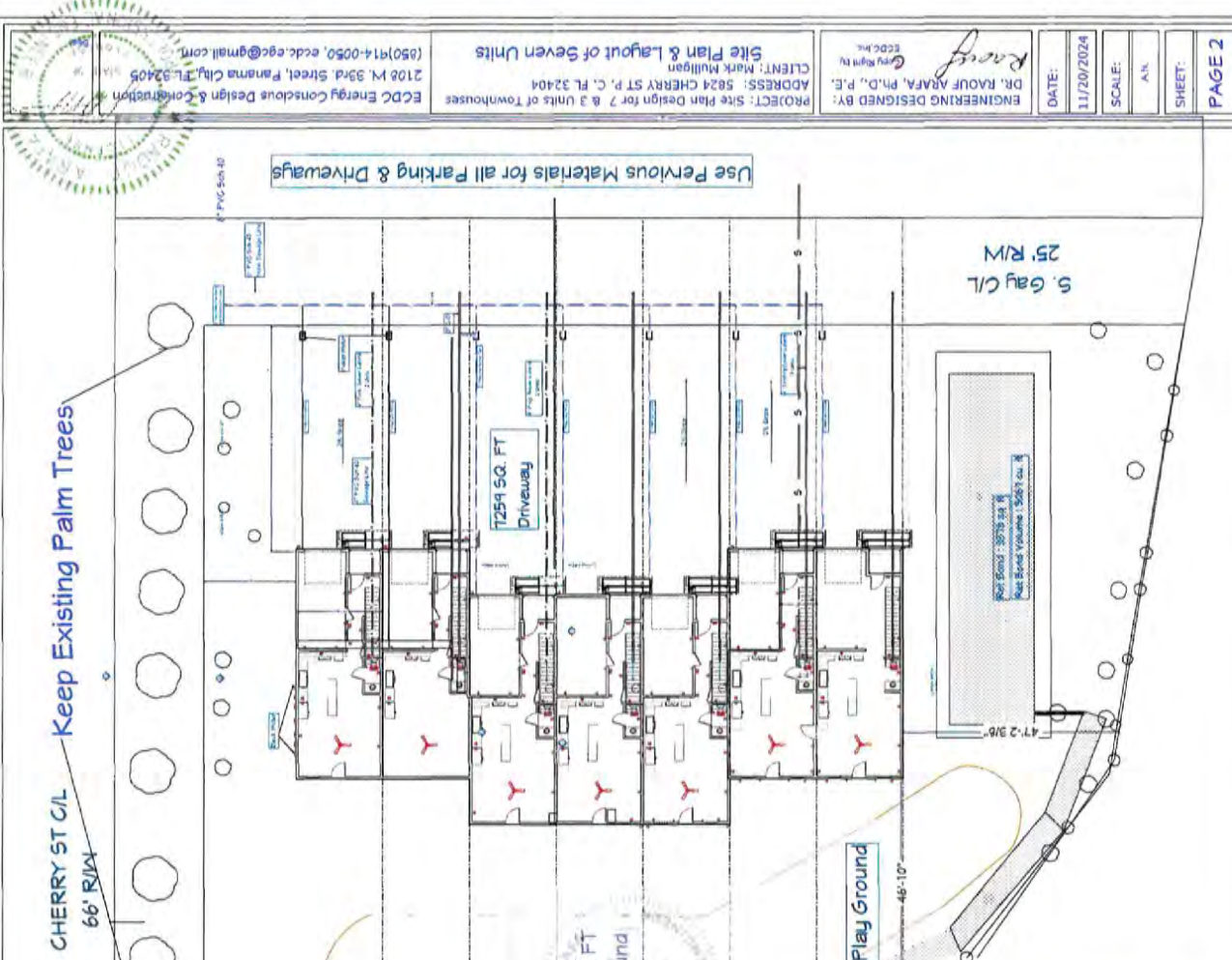
- Front: 20 ft. Min
- Left Side: 46 ft. Min
- Right Side: 49 ft. Min
- Back: 47 ft. Min

Site Data for Ten- PLEX

- Total Area: 32200 sq ft
- Building : 6916 sq ft
- Parking & Driveway: 7259 sq. ft.
- Playground 5000 sq. ft
- Total impervious Area: 14175 sq ft
- Ratio of impervious Area: 44 %

NUMBER	QTY	COMMON NAMES	SCIENTIFIC NAME
101	1	PARSE PALM	SABAL PALM CAROLINA PALMETTO
102	1	CENTURY PLANT	NAEVE AMERIGANA
103	1	BARBERRY	BESLERIA
104	1	ROSE	ROSA
105	1	ROSE	ROSA

NUMBER	QTY	FLOOR	WIDTH	DEPTH	HEIGHT
A01	1	1	12	12	12
A02	1	1	12	12	12
A03	1	1	12	12	12
A04	1	1	12	12	12
A05	1	1	12	12	12
A06	1	1	12	12	12
A07	1	1	12	12	12
A08	1	1	12	12	12
A09	1	1	12	12	12
A10	1	1	12	12	12
A11	1	1	12	12	12
A12	1	1	12	12	12
A13	1	1	12	12	12
A14	1	1	12	12	12
A15	1	1	12	12	12
A16	1	1	12	12	12
A17	1	1	12	12	12
A18	1	1	12	12	12
A19	1	1	12	12	12
A20	1	1	12	12	12
A21	1	1	12	12	12
A22	1	1	12	12	12
A23	1	1	12	12	12
A24	1	1	12	12	12

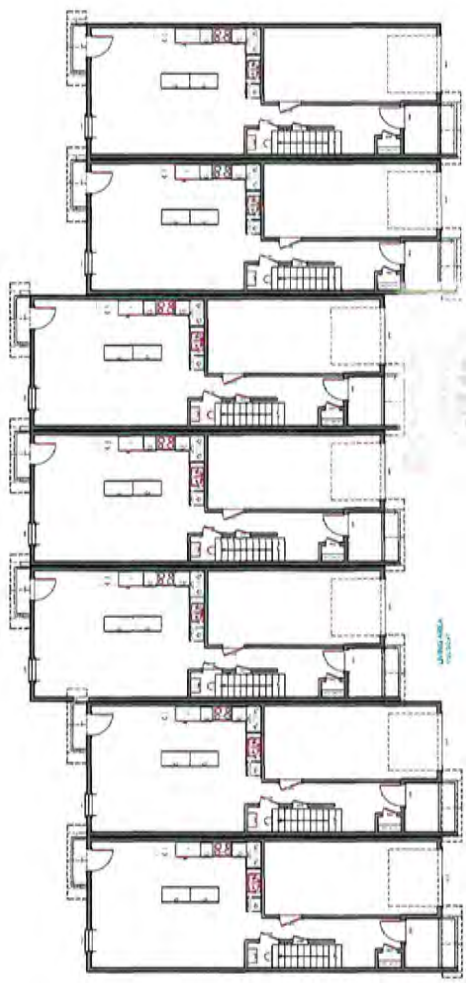




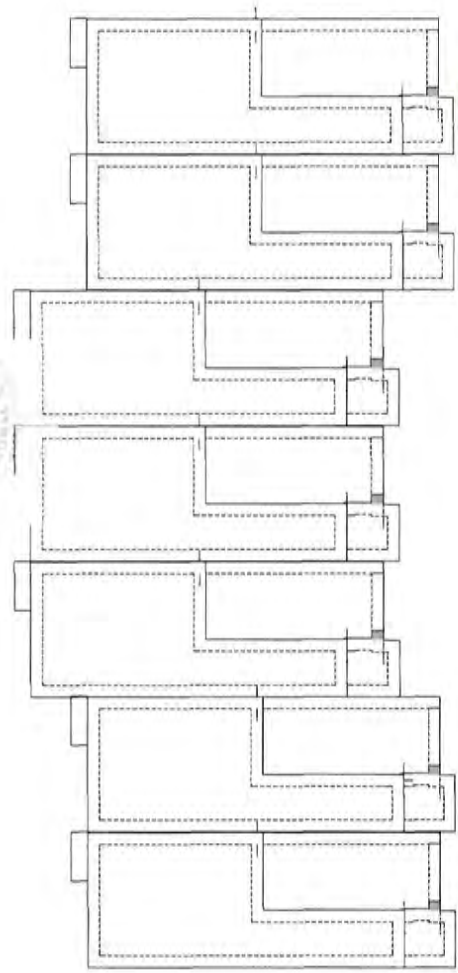
PROJECT: Site Plan Design for 7 & 3 Units of Townhouses
ADDRESS: 5824 CHERRY ST P. C. FL 32404
CLIENT: Mark Mulligan
ECDC Energy Conscious Design & Construction
2108 W 33rd Street, Panama City, FL 32405
(850)414-0050, ecdc.egc@gmail.com

ENGINEERING DESIGNED BY:
DR. RAOUF ARAFA, Ph.D., P.E.
ECDC Inc.
Copy Right by

DATE: 11/20/2024
SCALE: A 3/4
SHEET: PAGE 3



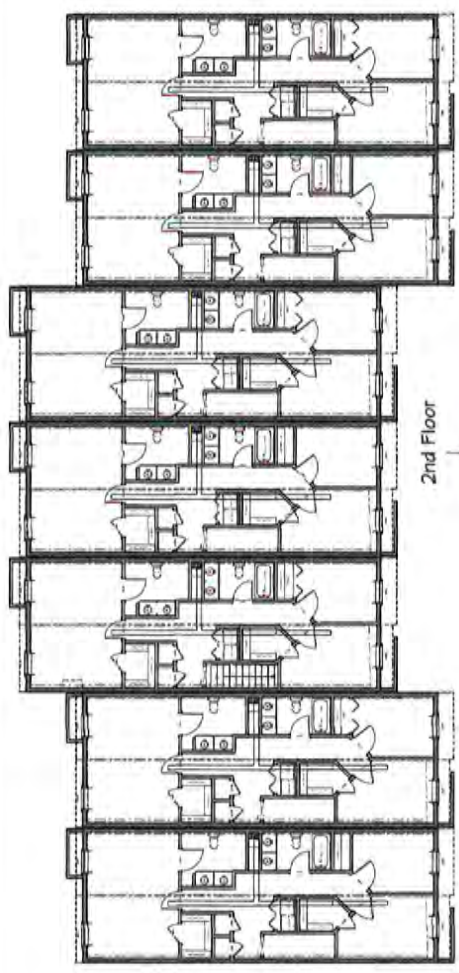
1st Floor



Foundation

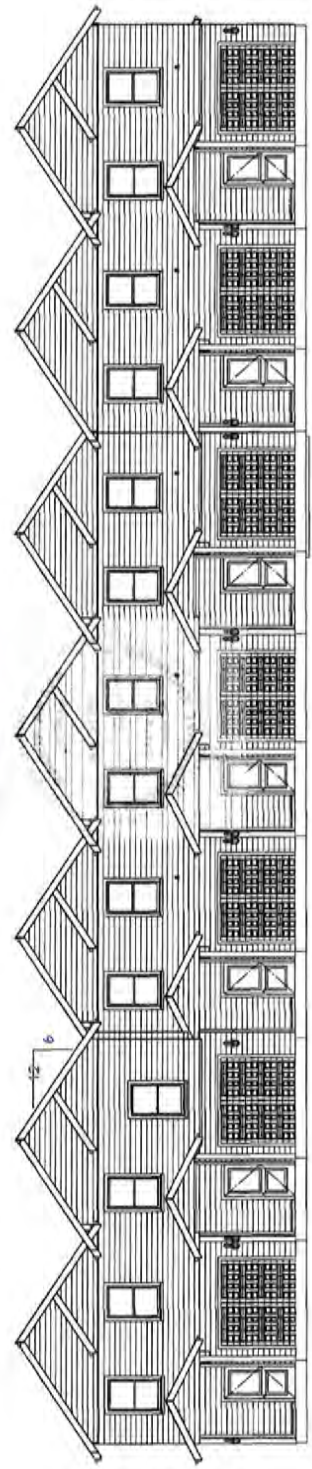


Cherry Street

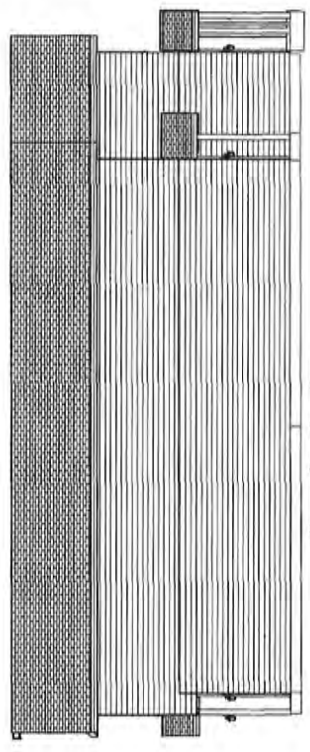


2nd Floor

S. Gay Avenue



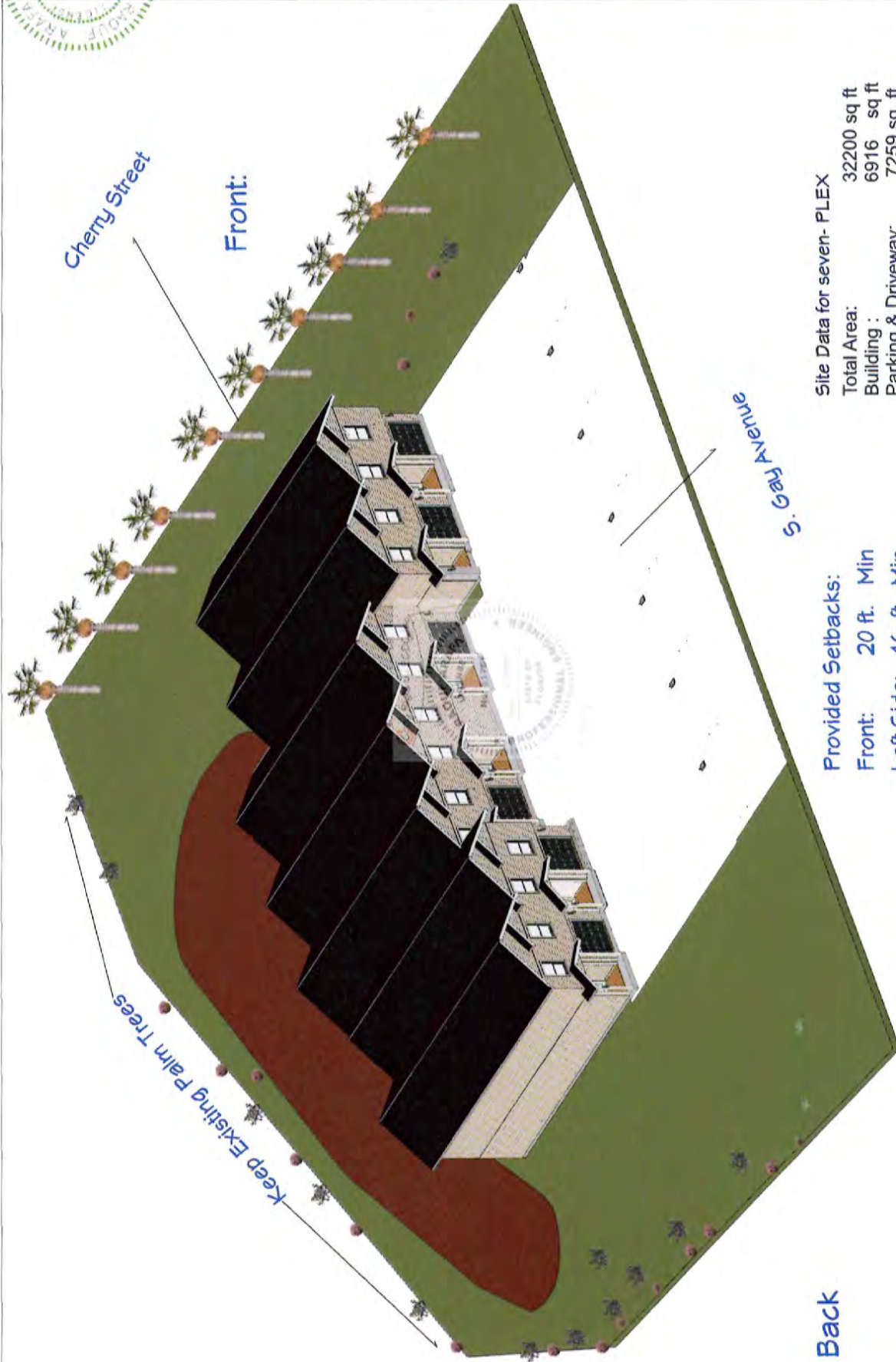
S. Gay Ave Elevation
3/16" = 1'



Cherry Str. Elevation
3/16" = 1'

PROJECT: Site Plan Design for 7 & 3 Units of Townhouses
ADDRESS: 5824 CHERRY ST P. C. FL 32404
CLIENT: Mark Mulligan
Second Floor Plan, Front & Side Elevation Views
ECCDC
ECCDC, Inc.
DR. RAOUF ARAFA, Ph.D., P.E.
ENGINEERING DESIGNED BY:

DATE: 11/20/2024
SCALE: A=1/8"
SHEET: PAGE 4



Keep Existing Palm Trees

Cherry Street

Front:

S. Gay Avenue

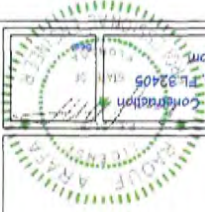
Back

Provided Setbacks:

Front: 20 ft. Min
Left Side: 46 ft. Min
Right Side: 49 ft. Min
Back: 47 ft. Min

Site Data for seven- PLEX

Total Area: 32200 sq ft
Building : 6916 sq ft
Parking & Driveway: 7259 sq. ft.
Playground 5000 sq. ft
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Ratio of impervious Area: 44.02 %

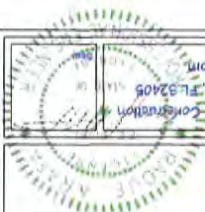


ECDC Energy Conscious Design & Construction
2108 W. 35th Street, Panama City, FL 32405
(850) 914-0050, ecdc.egc@gmail.com

PROJECT: Site Plan Design for 7 & 3 Units of Townhouses
ADDRESS: 5824 CHERRY ST P. C. FL 32404
CLIENT: Mark Mulligan
3D View

ENGINEERING DESIGNED BY:
DR. RAOUF ARAFA, Ph.D., P.E.
ECDC, Inc.
3/17/2024

DATE: 11/20/2024
SCALE: ASL
SHEET: PAGE 5

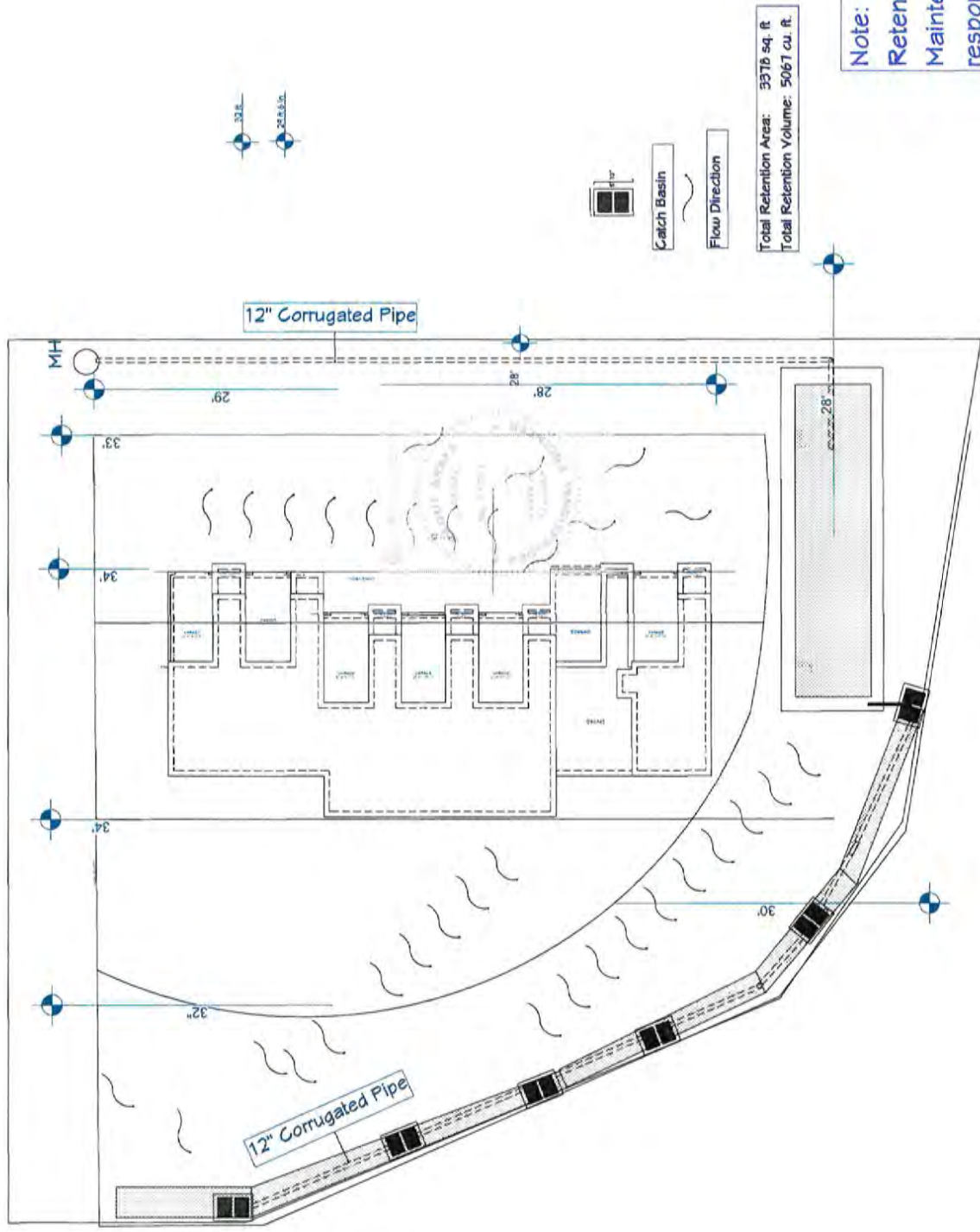


PROJECT: Site Plan Design for 7 & 3 Units of Townhouses
ADDRESS: 5824 CHERRY ST P. C. FL 32404
CLIENT: Mark Mulligan
Elevation Profile & (Grading Plan)

ENGINEERING DESIGNED BY:
DR. RAOUF ARAFA, Ph.D., P.E.
ECDC Inc.
ECDC Inc.

DATE: 11/20/2024
SCALE: A.S.
SHEET: PAGE 7

Note:
Retention Pond
Maintenance is the
responsibility of the Owner
of the adjacent Unit



Total Retention Area: 3378 sq. ft.
Total Retention Volume: 5067 cu. ft.

Ret Pond Elev



CONC. ENCASEMENT DETAIL

1. USE CONCRETE ENCASEMENT WHERE A WATER MAIN CROSSES OVER A SEWER MAIN OR OVER A WATER MAIN CROSSED OVER A SEWER MAIN WITH LESS THAN 18" OF VERTICAL CLEARANCE BETWEEN THE BOTTOM OF THE WATER MAIN AND THE TOP OF THE SEWER MAIN. CENTERING A 36" SECTION OF SEWER MAIN PIPE AT THE TOP OF THE ENCASEMENT.

2. PARALLEL MAINS
PARALLEL MAINS IN LOCATIONS WHERE WATER AND SEWER MAINS ARE WITHIN 18" OF EACH OTHER, SEPARATION SHALL BE LESS THAN 18".

3. FOR INSTRUCTIONS ON REQUIRED ENCASEMENT, SEE SECTION 05050, "SEWER, VENT, AND DRAINAGE", PART 1, "INSTALLATION", SUBPART 1.1, "CONCRETE ENCASEMENT".

4. HORIZONTAL CLEARANCE BETWEEN SEWER MAINS THAT IS PARALLEL TO AND LESS THAN 18" BELOW A POTABLE WATER MAIN SHALL BE ENCASED. A MINIMUM OF 18" VERTICAL CLEARANCE IS REQUIRED FOR OTHER UTILITIES. THIS IS NOT POSSIBLE OR PRACTICAL, SEE SECTION 05050.

5. SEE SECTION 05050 FOR DETAILS.



SEWER-WATER SEPARATION & CLEARANCES DETAIL

1. USE CONCRETE ENCASEMENT WHERE A WATER MAIN CROSSES OVER A SEWER MAIN OR OVER A WATER MAIN CROSSED OVER A SEWER MAIN WITH LESS THAN 18" OF VERTICAL CLEARANCE BETWEEN THE BOTTOM OF THE WATER MAIN AND THE TOP OF THE SEWER MAIN. CENTERING A 36" SECTION OF SEWER MAIN PIPE AT THE TOP OF THE ENCASEMENT.

2. PARALLEL MAINS
PARALLEL MAINS IN LOCATIONS WHERE WATER AND SEWER MAINS ARE WITHIN 18" OF EACH OTHER, SEPARATION SHALL BE LESS THAN 18".

3. FOR INSTRUCTIONS ON REQUIRED ENCASEMENT, SEE SECTION 05050, "SEWER, VENT, AND DRAINAGE", PART 1, "INSTALLATION", SUBPART 1.1, "CONCRETE ENCASEMENT".

4. HORIZONTAL CLEARANCE BETWEEN SEWER MAINS THAT IS PARALLEL TO AND LESS THAN 18" BELOW A POTABLE WATER MAIN SHALL BE ENCASED. A MINIMUM OF 18" VERTICAL CLEARANCE IS REQUIRED FOR OTHER UTILITIES. THIS IS NOT POSSIBLE OR PRACTICAL, SEE SECTION 05050.

5. SEE SECTION 05050 FOR DETAILS.



PIPE CROSSING

1. CONTRACTOR TO MARK LOCATION OF SERVICE WITH A 2x4 STAKE 6" ABOVE THE GROUND AND PAINTED RED.

2. ACCEPTABLE BACKFLOW PREVENTION DEVICE SHALL BE INSTALLED WHERE REQUIRED BY UTILITY.

3. INSTALLATION BY DEVELOPER UNLESS OTHERWISE NOTED.



TYPICAL PRESSURE PIPE INSTALLATION DETAIL

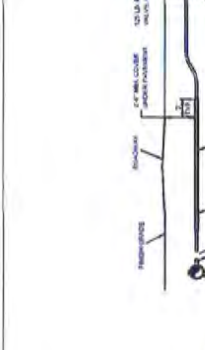
1. APPROVED BACKFILL LAYERED 12" LAYER TO 10" OF APPROVED PROJECTION.

2. APPROVED BACKFILL LAYERED 12" LAYER TO 10" OF APPROVED PROJECTION.

3. EXISTING FOR BELLS BOTTOM DIAMETER OF PROJECTION TO 1/4" ABOVE PIPE.

4. APPROVED BACKFILL LAYERED 12" LAYER TO 10" OF APPROVED PROJECTION.

5. APPROVED BACKFILL LAYERED 12" LAYER TO 10" OF APPROVED PROJECTION.



VALVE BOX SETTING (n.t.s.)

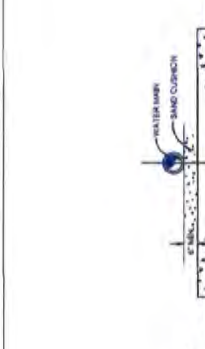
1. CONCRETE THIRST BLOCK FOR USE BEARING AREA FOR VALVE.

2. APPROVED BACKFILL LAYERED 12" LAYER TO 10" OF APPROVED PROJECTION.

3. EXISTING FOR BELLS BOTTOM DIAMETER OF PROJECTION TO 1/4" ABOVE PIPE.

4. APPROVED BACKFILL LAYERED 12" LAYER TO 10" OF APPROVED PROJECTION.

5. APPROVED BACKFILL LAYERED 12" LAYER TO 10" OF APPROVED PROJECTION.



PIPE BEDDING DETAIL

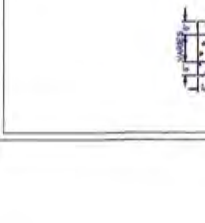
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2. APPROVED BACKFILL LAYERED 12" LAYER TO 10" OF APPROVED PROJECTION.

3. EXISTING FOR BELLS BOTTOM DIAMETER OF PROJECTION TO 1/4" ABOVE PIPE.

4. APPROVED BACKFILL LAYERED 12" LAYER TO 10" OF APPROVED PROJECTION.

5. APPROVED BACKFILL LAYERED 12" LAYER TO 10" OF APPROVED PROJECTION.



WATER SERVICE CONNECTION

1. APPROVED BACKFILL LAYERED 12" LAYER TO 10" OF APPROVED PROJECTION.

2. APPROVED BACKFILL LAYERED 12" LAYER TO 10" OF APPROVED PROJECTION.

3. EXISTING FOR BELLS BOTTOM DIAMETER OF PROJECTION TO 1/4" ABOVE PIPE.

4. APPROVED BACKFILL LAYERED 12" LAYER TO 10" OF APPROVED PROJECTION.

5. APPROVED BACKFILL LAYERED 12" LAYER TO 10" OF APPROVED PROJECTION.



BACKFLOW PREVENTER DETAIL

1. APPROVED BACKFILL LAYERED 12" LAYER TO 10" OF APPROVED PROJECTION.

2. APPROVED BACKFILL LAYERED 12" LAYER TO 10" OF APPROVED PROJECTION.

3. EXISTING FOR BELLS BOTTOM DIAMETER OF PROJECTION TO 1/4" ABOVE PIPE.

4. APPROVED BACKFILL LAYERED 12" LAYER TO 10" OF APPROVED PROJECTION.

5. APPROVED BACKFILL LAYERED 12" LAYER TO 10" OF APPROVED PROJECTION.



BEARING AREAS

PIPE SIZE	18" DIA	24" DIA	30" DIA	36" DIA	42" DIA	48" DIA	54" DIA	60" DIA
18"	10.5 SA	10.5 SA	10.5 SA	10.5 SA	10.5 SA	10.5 SA	10.5 SA	10.5 SA
24"	10.5 SA	10.5 SA	10.5 SA	10.5 SA	10.5 SA	10.5 SA	10.5 SA	10.5 SA
30"	10.5 SA	10.5 SA	10.5 SA	10.5 SA	10.5 SA	10.5 SA	10.5 SA	10.5 SA
36"	10.5 SA	10.5 SA	10.5 SA	10.5 SA	10.5 SA	10.5 SA	10.5 SA	10.5 SA
42"	10.5 SA	10.5 SA	10.5 SA	10.5 SA	10.5 SA	10.5 SA	10.5 SA	10.5 SA
48"	10.5 SA	10.5 SA	10.5 SA	10.5 SA	10.5 SA	10.5 SA	10.5 SA	10.5 SA
54"	10.5 SA	10.5 SA	10.5 SA	10.5 SA	10.5 SA	10.5 SA	10.5 SA	10.5 SA
60"	10.5 SA	10.5 SA	10.5 SA	10.5 SA	10.5 SA	10.5 SA	10.5 SA	10.5 SA

NOTE: MINIMUM THICKNESS OF THREAT ABOVE 18" IS 12" BARS WITH AREA AS NOTED.

TYPICAL FIRE HYDRANT ASSEMBLY (n.t.s.)

1. APPROVED BACKFILL LAYERED 12" LAYER TO 10" OF APPROVED PROJECTION.

2. APPROVED BACKFILL LAYERED 12" LAYER TO 10" OF APPROVED PROJECTION.

3. EXISTING FOR BELLS BOTTOM DIAMETER OF PROJECTION TO 1/4" ABOVE PIPE.

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5. APPROVED BACKFILL LAYERED 12" LAYER TO 10" OF APPROVED PROJECTION.



CLEAN-OUT DETAIL (n.t.s.)

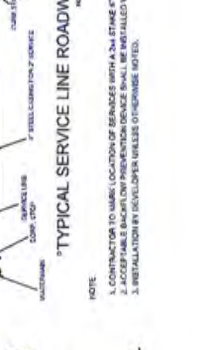
1. APPROVED BACKFILL LAYERED 12" LAYER TO 10" OF APPROVED PROJECTION.

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4. APPROVED BACKFILL LAYERED 12" LAYER TO 10" OF APPROVED PROJECTION.

5. APPROVED BACKFILL LAYERED 12" LAYER TO 10" OF APPROVED PROJECTION.



Detention / Retention Pond Calculations for 5329 CHERRY ST P. C. FL 32404 In Accordance to DOT & DEP Standards

Project Description

A retention pond is proposed on the western to the southern sides of the property with prism shape 1.5 ft deep (approx. 5067 ft³).

Required Detention Volume for 6916 sq. ft. Building is given by:

Building Area (14175 sq. ft. * (2.65/12)' = 3130 cubic feet
Swale Volume on the site = 5067 cubic feet

Design Criterion

•Providing the required volume and the design specifications of the retention ponds for handling the storm water for 10, 25, 50 and 100 years. The analysis provides the appropriate size of Retention "area/ volume" that will intercept storm water runoff and pollutants from the property in accordance with the required specifications of the Florida Department of Environmental Protection.



Size of the Retention Depth 30"

DEP Required Retention volume is given by:

Impervious Area (13870 sq. ft. * (2.65/12)' = 3063 cubic feet

Retention Volume:
Total Retention Volume = 5636 cubic feet

Soil & Water Table Data : below existing grade
Observed Water Table : below existing grade
Estimated wet season water table:

The Soil Percolation Rate is: 3.5 in per hour (0.3 ft/hr)

Results

Note that the critical volume occurs only during the first hour for the 10, 25, 50 and 100 years. The proposed retention volume (5067 cu. feet) requires no storage for 10, 25, 50 and 100 years rainfall for up to four hours. This retention volume fulfills both the requirements of DEP and DOT.

Retention Pond Calculation

Table 1: Required Storage for 10 years (infiltration rate is 6"/h)

Duration [h]	Rainfall Int. [in/hr]	Rain "In" Out"[cu ft]	Infiltration [cu ft]	Required Storage	Overflow
0.25	6.2	1831	253	1578	0
0.5	5.4	3189	507	2683	0
1	3.3	3898	1013	2885	0
2	2.2	5197	2027	3171	0
3	1.6	5670	3040	2630	0
8	0.8	7560	8107	0	0
24	0.36	10206	24322	0	0

Table 2: Required Storage for 25 years (infiltration rate is 6"/h)

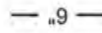
Duration [h]	Rainfall Int. [in/hr]	Rain "In" Out"[cu ft]	Infiltration [cu ft]	Required Storage	Overflow
0.5	5.4	3189	507	0	0
1	4	4725	1013	3712	0
2	2.3	5434	2027	3407	0
4	1.5	7087	4054	5061	0
8	0.9	8505	8107	398	0
24	0.425	12049	24322	0	0

Table 3: Required Storage for 50 years (infiltration rate is 6"/h)

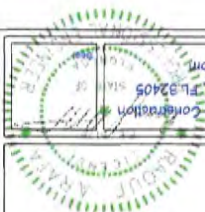
Duration [h]	Rainfall Int. [in/hr]	Rain "In" Out"[cu ft]	Infiltration [cu ft]	Required Storage	Overflow
0.25	8.5	2510	253	2257	0
1	4.2	4961	1013	3948	0
2	2.7	6379	2027	4352	0
4	1.6	7560	4054	3506	0
8	1	9450	8107	1343	0
24	0.47	13324	24322	0	0

Table 4: Required Storage for 100 years (infiltration rate is 6"/h)

Duration [h]	Rainfall Int. [in/hr]	Rain "In" Out"[cu ft]	Infiltration [cu ft]	Required Storage	Overflow
0.5	6.6	3898	507	3391	0
1	4.6	5434	1013	4420	0
2	3	7087	2027	5061	0
4	1.9	8977	4054	4924	0
8	1.1	10395	8107	2288	0
24	0.53	15025	24322	0	0



COMBINATION CURB & SIDEWALK DETAIL (N.T.S.)

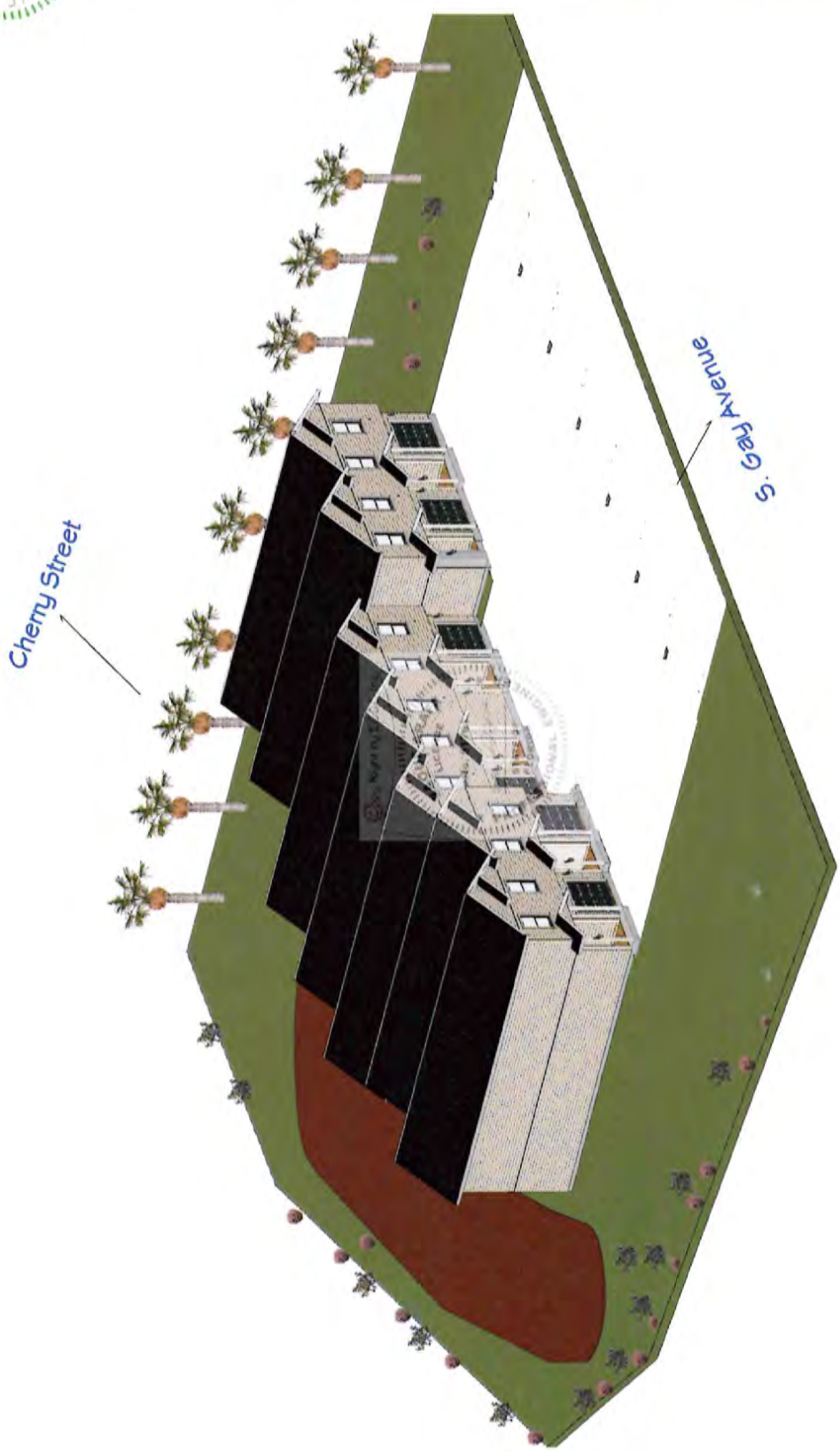


ECDC Energy Conscious Design & Construction
2108 W. 93rd Street, Panama City, FL 32405
(850) 914-0050, ecdc.egc@gmail.com

PROJECT: Site Plan Design for 7 & 3 Units of Townhouses
ADDRESS: 5824 CHERRY ST. P. C. FL 32404
CLIENT: Mark Mulligan
3D View of Seven Units

ENGINEERING DESIGNED BY:
DR. RAOUF ARAFA, Ph.D., P.E.
ECDC, Inc.
P.E. Mark Mulligan

DATE: 11/20/2024
SCALE: A.S.
SHEET: PAGE 11





Last 8' of the Privacy Fence drops to 4 ft

Keep Existing Palm Trees

MH Location and Connection should be per the City of Callaway

Silt Fence all around

8 ft Privacy Fence

Last 8' of the Privacy Fence drops to 4 ft

Palm Tree
10 Gallon Shrubs



Flow Direction

Catch Basin

Total Retention Area: 3378 sq. ft.
Total Retention Volume: 5067 cu. ft.

Landscape / Erosion Plans

Landscape / Erosion Plans

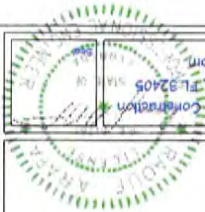
PROJECT: Site Plan Design for 7 & 3 Units of Townhouses
CLIENT: Mark Mulligan
ADDRESS: 5824 CHERRY ST P. C. FL 32404
ECDC Energy Conscious Design & Construction
(850)914-0050, ecdc.ecg@gmail.com

ENGINEERING DESIGNED BY:
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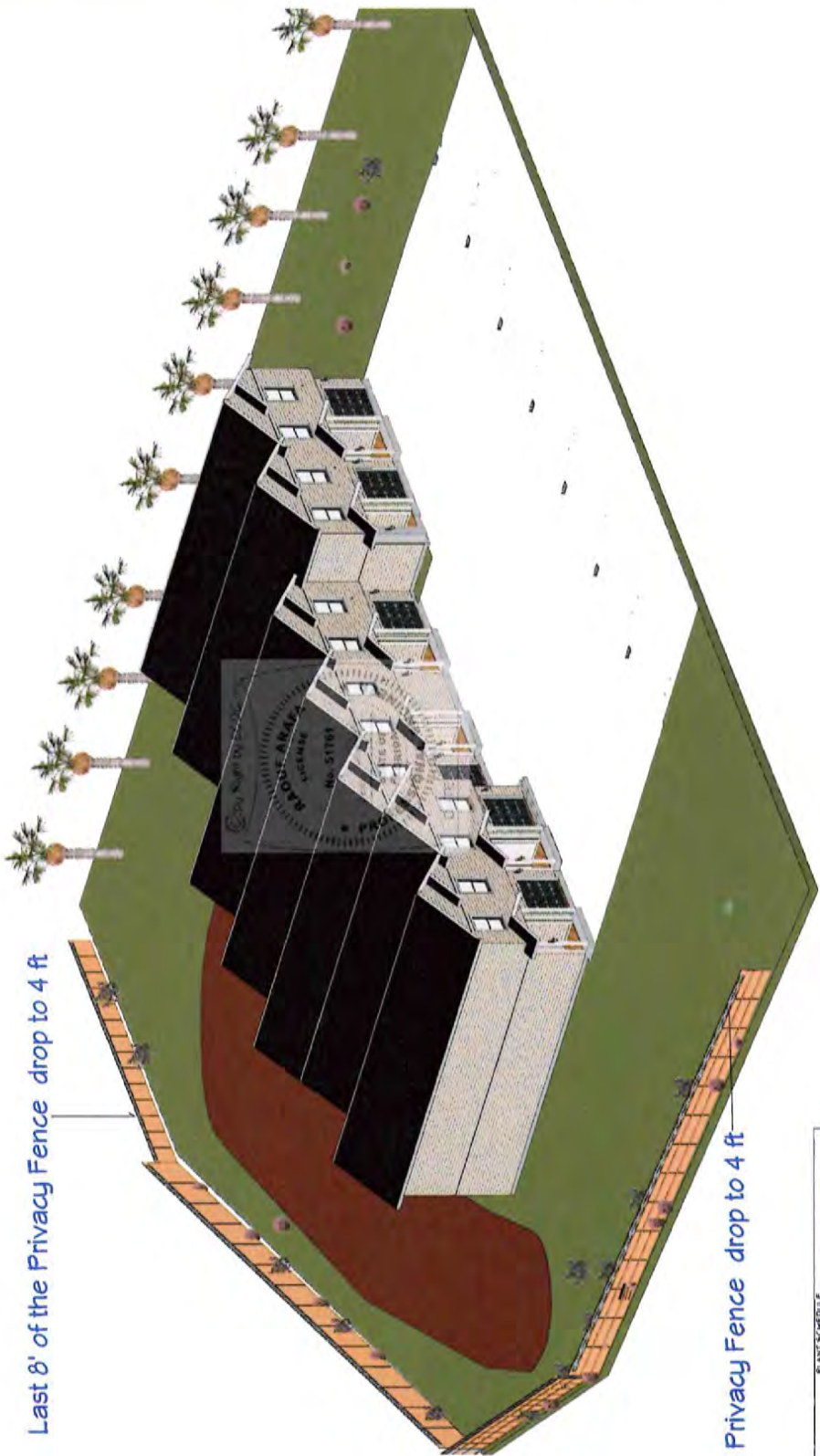
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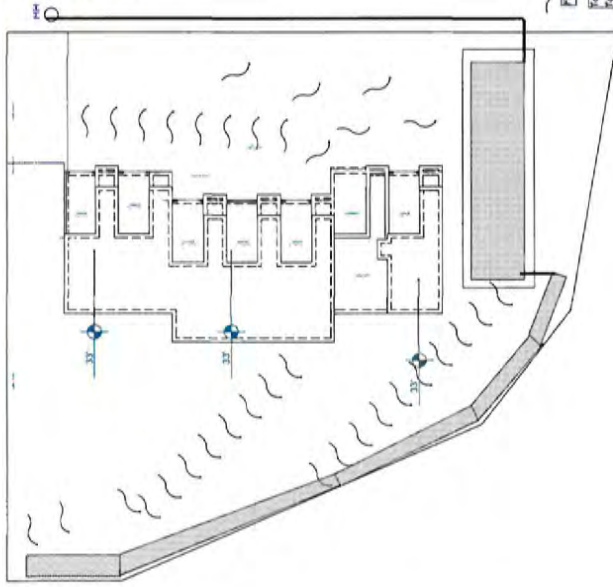
Last 8' of the Privacy Fence drop to 4 ft



Last 8' of the Privacy Fence drop to 4 ft

NUMBER	COMMON NAMES	PLANT SPECIES
P01	BARBERRY	BERBERIS
P02	CAJON PALM	CAJON PALM
P03	CAJON PALM	CAJON PALM
P04	CAJON PALM	CAJON PALM
P05	CAJON PALM	CAJON PALM
P06	CAJON PALM	CAJON PALM
P07	CAJON PALM	CAJON PALM
P08	CAJON PALM	CAJON PALM
P09	CAJON PALM	CAJON PALM
P10	CAJON PALM	CAJON PALM
P11	CAJON PALM	CAJON PALM
P12	CAJON PALM	CAJON PALM
P13	CAJON PALM	CAJON PALM
P14	CAJON PALM	CAJON PALM
P15	CAJON PALM	CAJON PALM
P16	CAJON PALM	CAJON PALM
P17	CAJON PALM	CAJON PALM
P18	CAJON PALM	CAJON PALM
P19	CAJON PALM	CAJON PALM
P20	CAJON PALM	CAJON PALM
P21	CAJON PALM	CAJON PALM
P22	CAJON PALM	CAJON PALM
P23	CAJON PALM	CAJON PALM
P24	CAJON PALM	CAJON PALM
P25	CAJON PALM	CAJON PALM
P26	CAJON PALM	CAJON PALM
P27	CAJON PALM	CAJON PALM
P28	CAJON PALM	CAJON PALM
P29	CAJON PALM	CAJON PALM
P30	CAJON PALM	CAJON PALM
P31	CAJON PALM	CAJON PALM
P32	CAJON PALM	CAJON PALM
P33	CAJON PALM	CAJON PALM
P34	CAJON PALM	CAJON PALM
P35	CAJON PALM	CAJON PALM
P36	CAJON PALM	CAJON PALM
P37	CAJON PALM	CAJON PALM
P38	CAJON PALM	CAJON PALM
P39	CAJON PALM	CAJON PALM
P40	CAJON PALM	CAJON PALM
P41	CAJON PALM	CAJON PALM
P42	CAJON PALM	CAJON PALM
P43	CAJON PALM	CAJON PALM
P44	CAJON PALM	CAJON PALM
P45	CAJON PALM	CAJON PALM
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P57	CAJON PALM	CAJON PALM
P58	CAJON PALM	CAJON PALM
P59	CAJON PALM	CAJON PALM
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P92	CAJON PALM	CAJON PALM
P93	CAJON PALM	CAJON PALM
P94	CAJON PALM	CAJON PALM
P95	CAJON PALM	CAJON PALM
P96	CAJON PALM	CAJON PALM
P97	CAJON PALM	CAJON PALM
P98	CAJON PALM	CAJON PALM
P99	CAJON PALM	CAJON PALM
P100	CAJON PALM	CAJON PALM

MH Location and Connection should be per the City of Callaway



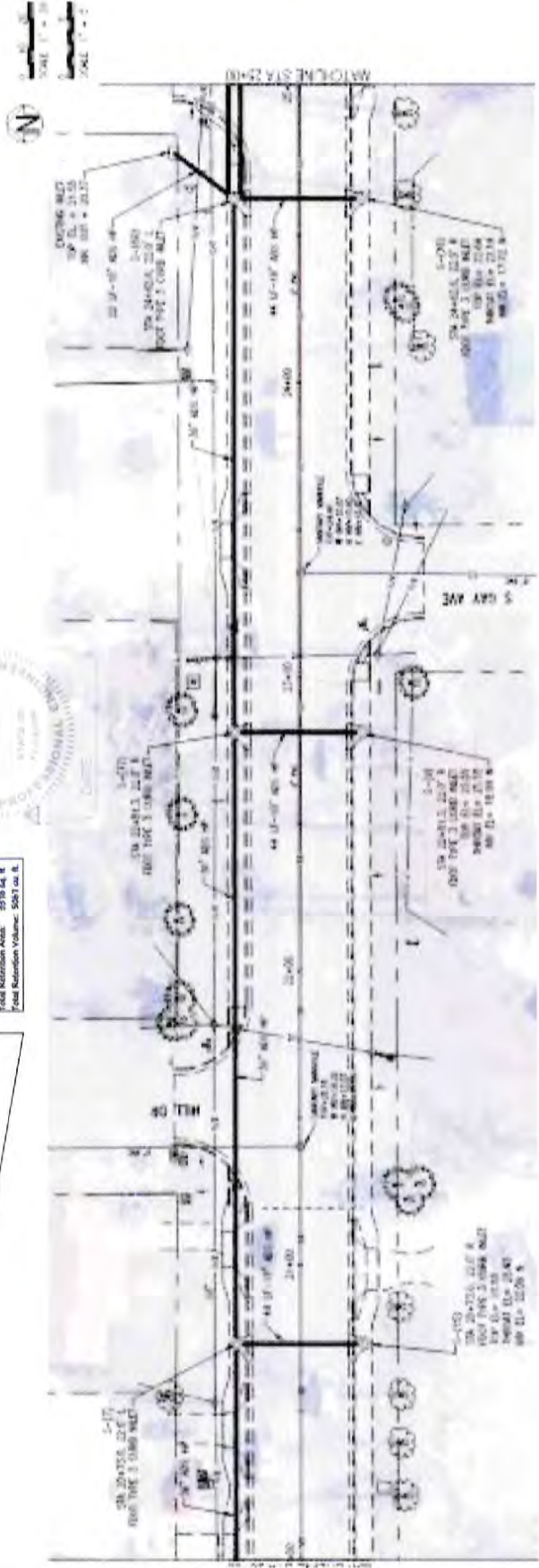
Note

The Developer / Builder / Contractor will need to tie into structure S-9 as shown in the plans provided below (SW corner of Cherry and Gay).

The discharge pipe invert must be elev. 18.99 or greater (so as not to allow conflict between the discharge pipe crown and the established structure top and throat elevations).

The performing contractor must verify that no conflicts exist and must coordinate with American Sand Contractors prior to and during installation.

Field Station Area: 5579 sq. ft.
Total Station Volume: 5007 cu. ft.



ECDC Energy Conscious Design & Construction
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(850) 914-0050, ecdc.egc@gmail.com

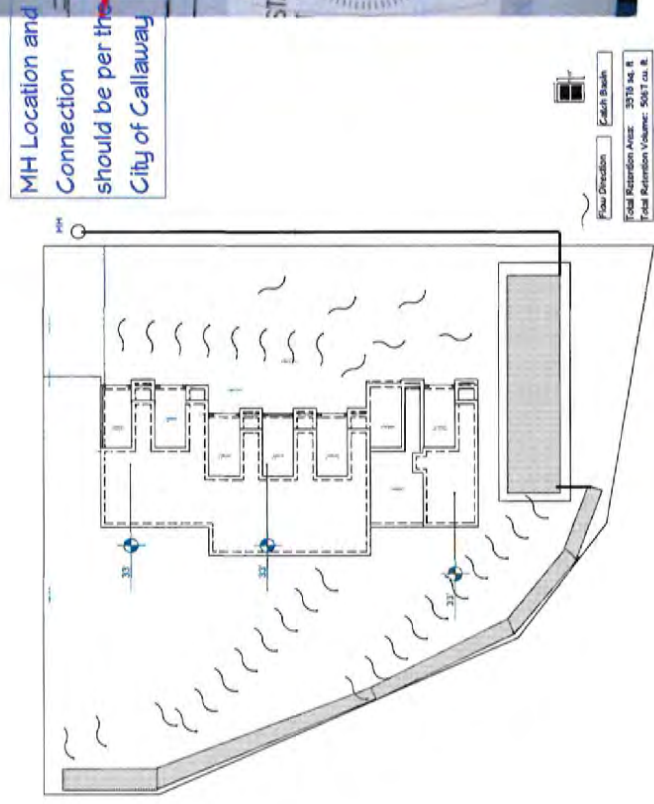
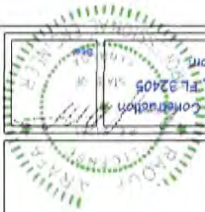
PROJECT: Site Plan Design for 7 & 3 Units of Townhouses
ADDRESS: 5024 CHERRY ST P. C. FL 32404
CLIENT: Mark Mulligan
Sewage Line Connection

ENGINEERING DESIGNED BY:
DR. RAOUF ARAFA, Ph.D., P.E.
ECDC, Inc.
City Right of Way

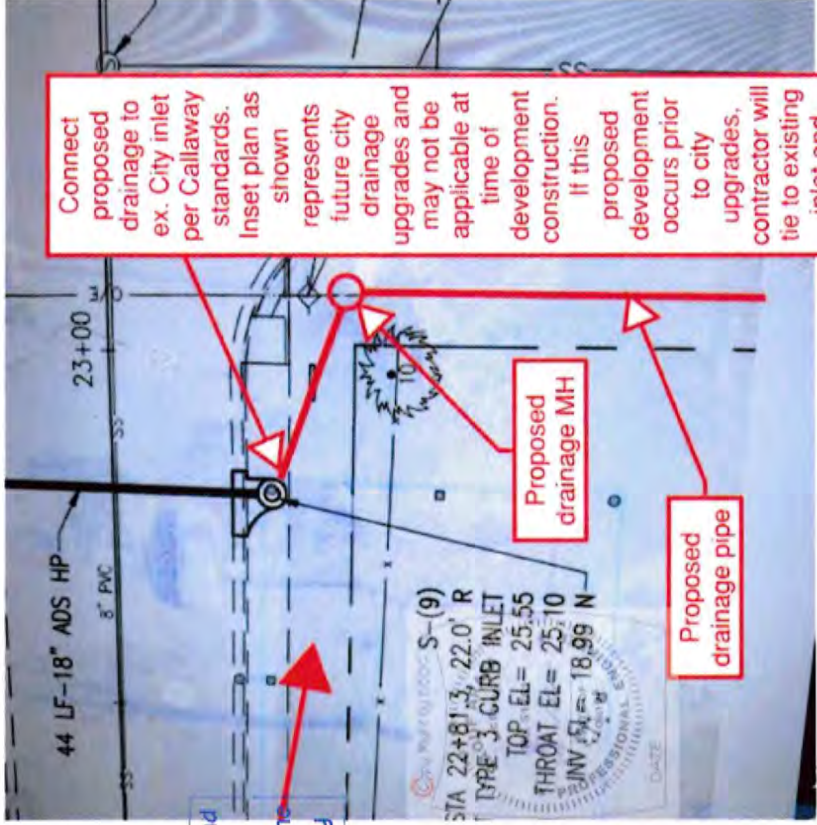
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11/20/2024

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MH Location and Connection should be per the City of Callaway



Connect proposed drainage to ex. City inlet per Callaway standards. Inset plan as shown represents future city drainage upgrades and may not be applicable at time of development construction. If this proposed development occurs prior to city upgrades, contractor will tie to existing inlet and development owner will have to reconnect to new inlet (as shown) once city upgrades are complete.

Proposed drainage MH

Proposed drainage pipe

Note: The Owner / The Contractor is responsible to reconnect to the City Drainage Upgrades In Case that the City Drainage Upgrades are Lagging the Development

PROJECT: Site Plan Design for 7 & 3 Units of Townhouses
ADDRESS: 5824 CHERRY ST P. C. FL 32404
CLIENT: Mark Mulligan
ECDC Energy Conscious Design & Construction
2108 W. 33rd Street, Panama City, FL 32405
(850) 914-0050, ecdc.ecg@gmail.com

ENGINEERING DESIGNED BY:
DR. RAOUF ARAFA, Ph.D., P.E.
ECDC, Inc.
In Case of the City Drainage Upgrades are Lagging the Development

DATE: 11/20/2024
SCALE: A1E
SHEET: PAGE 15

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

DATE: JANUARY 14, 2025

ITEM: DEVELOPMENT ORDER (DO) APPLICATION – PARK PLACE PHASE 3 & 4

1. PLACED ON AGENDA BY:

EDDIE COOK – CITY MANAGER

AND

BILL FRYE, DIRECTOR OF PUBLIC WORKS

2. AGENDA:

PRESENTATION ☐

PUBLIC HEARING ☐

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 behalf of The St Joe Company, Doug Crook, P.E. has submitted a request for a Development Order to construct a subdivision of 193 single family homes. The Public Works Department and Fire Department have reviewed the plans for the project and have no outstanding issues or concerns. The Planning Department has found that the plans meet the requirements of LDR and Comprehensive Plan.

The Planning Board reviewed the Development Order on January 7, 2025 and recommended approval.

ATTACHMENTS:

- Development Order Application
- Site Map
- Engineered Plans dated December 2024

5. REQUESTED MOTION/ACTION: City Commission approval, allowing staff to execute the Development Order and allow construction to begin.

Date Received: _____

PE#103509



Planning Department
324 S. Berthe Ave, Callaway, FL 32404
Phone (850) 871-1033
www.cityofcallaway.com

SUBDIVISION OR MULTI-FAMILY DEVELOPMENT ORDER APPLICATION

A. APPLICANT INFORMATION (Please print or type)

1. Name of applicant: The St. Joe Company
2. The applicant is the: A) Property Owner X or B) Authorized Agent _____
(If the applicant is an agent, attach a signed statement from the property owner granting permission for the agent to obtain any necessary permits)
3. Applicant address: 130 Richard Jackson Blvd, Suite 200
Panama City Beach, FL 32407
4. Applicant telephone: (850) 231-6530 Email: justin.smith@joe.com
5. Name of project contact: Doug Crook, P.E.
6. Project contact address: 600 Ohio Ave. Lynn Haven, FL 32444
7. Contact telephone: (850) 763-5200 Email: jdc@panhandleengineering.com
8. Name of person or firm the Development Order is to be issued to (If not same as the applicant):
Address of recipient: 130 Richard Jackson Blvd, Suite 200 Panama City Beach, FL 32407
9. Review fee amount (Please attach check made payable to City of Callaway)
 - Development Order Review \$500.00* \$ 500.00
 - Deviation from Site Plan \$500.00* \$

* Plus, Engineering and Attorney review fees reimbursed as billed.
(For a deviation from site plan, please attach a narrative citing approved development order detailing all proposed changes from approved development order)

B. PROJECT INFORMATION

1. Project name: Park Place Phase 3 & 4
2. Proposed use of site (in acres): 113.64 ac
3. Number of units (or lots if subdivision): 193 lots
4. Number of bedrooms per dwelling: TBD
5. Proposed density in units per acre and intensity in impervious surface ratio: 1.7 17.3%
6. Are proposed roads, easements, stormwater facilities, and/or on-site utilities to be private or dedicated to the city? X dedicated to the city _____ private _____ combination (attach explanation)
7. Is this project part of an **existing** multi-phase development? _____ No X Yes; this project is part of Park Place
8. Is this project the start of a **new** multi-phase project? X No _____ Yes; this is a multi-phase project anticipated to be developed in _____ phases. This application is for phase(s) _____
9. Has the city previously issued any development order for the subject parcel? X No _____ Yes
If yes, what is status of current development order? _____
10. Height of tallest building above grade: 2 - Stories
11. Is this waterfront property: X No _____ Yes
If yes, to which waterbody is this property adjacent? _____

C. DEVELOPMENT SITE INFORMATION

1. Current use of site (in acres): Vacant (113.636)
2. Address of site: Betty Louise Dr., Callaway, FL 32404
3. Property appraiser's parcel ID#(s) ~~06647-020-000~~ 06617-010-000 

NOTE: Copy of deed with legal description MUST be included.

4. Size of property: 4,949,984.16 (square feet); 113.636 (acres)
5. Name(s) of adjacent street(s):
North- Betty Louise Dr. South- N/A
East- Lawton Branch Way West- N/A

D. SITE LAND USE DESIGNATIONS

1. Future Land Use Map Designation: LDRES(CAL)
2. Future Land Use Map Designation of Adjacent Parcels:
North- LDRES(CAL) South- Conservation(BC)
East- LDRES(CAL) West- LDRES(CAL)
3. Is subject property in an Overlay(s): _____ Yes X No (If yes, please specify) _____

4. Subject property's zoning district(s):
 North- R-8 South- CSVH
 East- R-6 West- R-9
5. Zoning districts of adjacent parcels:
 North- R-8 South- CSVH
 East- R-6 West- R-9

E. SITE UTILITIES (Check all applicable services)

1. Water system
 Available capacity: TBD
 Demand created by proposed development: 57,900 GPD
2. Sewer system
 Available capacity: TBD
 Demand created by proposed development: 48,250 GPD

F. TRAFFIC IMPACTS

Appendix A contains information on Transportation Impact Fees.

1. HURRICANE EVACUATION - The subject property occurs in the following Hurricane Evacuation Zone(s): (Check all that apply)

☐ Tropical Storm ☐ Category 1 Hurricane ☐ Category 2 Hurricane
☐ Category 3 Hurricane ☐ Category 4-5 Hurricane ☒ N/A

G. SITE ENVIRONMENTAL INFORMATION (Check all that apply)

1. ☒ Flood Zone Type: ; Elevation
 2. ☐ Protected Trees (indicate type and size on site plan)
 3. ☒ Wetlands: ☒ FDEP ☒ COE
 4. ☐ Shoreline
 5. ☐ Coastal Area
 6. ☐ Aquifer Recharge
 7. ☒ Wildlife Habitat

An environmental assessment should be included with the application. This assessment should be prepared by a licensed environmental firm, and at a minimum should address the following.

- a) Hazardous materials inspection
 b) Wetland delineation including all wetland buffers. Any recommended mitigation should be detailed.
 c) Characterization of the shoreline habitat and aquatic resources (shellfish, seagrass beds, etc.)
 d) Characterization of the uplands ecosystems and soils.
 e) Ecosystem characterization, threatened and endangered species report, including recommended mitigation, if necessary.
 f) survey of the Florida Master Site File (administered by the Bureau of Historic Preservation, Division of Historical Resources) to determine the presence of items of historical, cultural, or archeological significance.

H. REQUIRED PERMITS (Check all that apply)

1. ☒ Dredge and Fill (☐ DEP ☒ COE)
2. ☐ FDOT (☐ Driveway Access ☐ Drainage ☐ Utility)
3. ☐ Right-of-Way Use (☐ Bay County ☐ City of Callaway)
4. ☐ Driveway (☐ Bay County ☐ City of Callaway)
5. ☐ Water Well (☐ NFWWMD ☐ Health Dept)
6. ☒ FDEP Water Distribution
7. ☒ FDEP Wastewater Collection and Transmission
8. ☐ FDEP Stormwater
9. ☒ Others (specify): NFWWMD Stormwater

I. CERTIFICATION OF RIGHT TO APPLY FOR DEVELOPMENT ORDER AND UNDERSTANDING OF TRANSPORTATION CONCURRENCY AND WETLANDS REQUIREMENTS

I hereby certify that the information contained herein is true and correct and that I am either the true and sole owner of the subject property or am authorized to act on behalf of the true owner(s) in all regards in this matter, pursuant to proof and authorization submitted with the corresponding development application or attached hereto. I hereby represent that I have the lawful right and authority to file this application. I understand that submission of the form initiates a process and does not imply approval by the City of Callaway.

I further certify that I understand that issuance of a Certificate of Concurrence will require successful completion of Development Review, and that likewise no final development order will be issued except upon successful completion of this Concurrence Review. I further understand that "Inquiry Only" Review will result in no Certificate of Concurrence being issued, and therefore no binding assurance of future capacity, and that a Concurrence Review application will be required in conjunction with the first final development order applied for on this property.

I do hereby certify my understanding that a thirty (30) foot buffer is required between DEP jurisdictional wetlands, and a fifty (50) foot buffer is required between the mean high-water line of East Bay and its tributaries. I understand that all vegetation must be preserved within the 30-foot buffer with no land clearing to occur. I further understand that erosion control measures (e.g., hay bales, silt fence) must be installed at the **landward** edge of the wetland buffer and along any ditch or other stormwater control structure prior to any clearing on the site and maintained throughout construction including final grading. I understand that a City of Callaway Development Order does not authorize any land clearing in jurisdictional wetlands and that permits must be obtained from the Department of Environmental Protection and/or the U. S. Army Corps of Engineers for development activities in wetlands.

By signing this application, the owner hereby authorizes the City of Callaway Planning Department to access the subject property to verify information contained in this application and accompanying submittal documents. Further, the person named as the Project Contact is authorized on my behalf (if applicable).



Owner's or Authorized Agent's signature



Date

Justin Smith

(Please print or type name)

ENGINEER'S CERTIFICATION

I, Doug Crook, P.E., certify that I have reviewed and intend to comply with the City of Callaway's Land Development Regulations.

Those item(s) not in compliance with the City of Callaway's Land Development Regulations for which I am requesting a variance or special exception for are listed below:

	Non-Compliance Item	Relevant Code Section	Reason(s)
1			
2			
3			
4			
5			

(Attach extra sheets if necessary)

Variances will be Approved or Disapproved by the city.

Approval or disapproval of the requested variances or special exception will be with the City Commission.

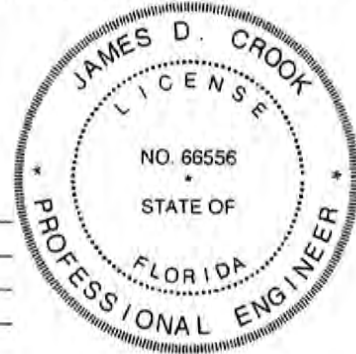
I, Doug Crook, P.E., am fully aware of the information required to submit and request a complete development review.

The information contained in this submitted development package is true and correct to the best of my knowledge and the package is complete, prepared with sound engineering principles, and complies with all applicable city land development regulations unless noted otherwise.

Certified by:

Company Name and Address:
Panhandle Engineering, Inc.
600 Ohio Ave.
Lynn Haven, FL 32444

Date: _____
 Name: Doug Crook, P.E.
 Title: Vice President
 Telephone: (850) 763-5200
 P.E. Registration No. 66556



CITY OF CALLAWAY
DEVELOPMENT MEMORANDUM OF UNDERSTANDING
FOR WATER AND/OR SEWER FACILITIES

It is hereby understood by and between the City of Callaway and Justin Smith, the Developer/Authorized Agent of The St. Joe Company that all developments receiving water and sewer services from the City will comply with the following provisions:

1. All water and sewer facilities being constructed by the developer in conjunction with this project, shall be constructed in accordance with plans and specifications prepared and sealed by a registered professional engineer licensed to participate in the State of Florida.
2. All water meters and appurtenances shall be approved by the City and installed by the developer at no cost to the city. All meters shall include meter transmitting units (MTU) and towers as determined by the City to be necessary to provide a fixed network meter read system.
3. Water and sewer facilities being constructed by the developer for which the City will be requested to assume maintenance and operation responsibilities shall be constructed in accordance with the City's Land Development Regulations and other applicable ordinances.
4. It shall be the developer's responsibility to properly secure all applicable Local, County, State, and Federal permits to construct these facilities, including the payment of all associated fees.
5. It shall be the developer's responsibly to ensure compliance with all applicable laws, regulations, and permit conditions during construction.
6. Water service for construction purposes only may be permitted by the city upon specific metered fire hydrant or other above ground connection. The developer will be responsible for payment of water consumption.
7. The developer shall ensure that no potable water service will be provided through these facilities until:
 - A. All bacteriological and pressure testing has been completed.
 - B. The system has been approved for use by the Department of Environmental Protection.
 - C. As-built plans have been received by the city.
 - D. All required submittals have been received (i.e., pump station valves, hydrants, meters, etc.)
 - E. All applicable fees are paid in full.
8. The developer assumes full responsibility for payment of all enforcement action fees, penalties, remediation costs, or similar expenses imposed against the city by the Department of Environmental Protection or any settlement arising from such an enforcement action in any way or in any part caused by or related to this project and for legal and/or professional fees incurred by the city in defending or addressing any such enforcement action.
9. No public utility service shall be provided to the development until all the above conditions are met, inspected, and approved by the city. It is the developer's responsibility to call for inspections as required 48 hours in advanced.

By execution below, the developer is certifying that he/she has read and understands the provisions outlined herein and accepts full responsibility for compliance therewith. If signed by agent or anyone other than owner/developer, please provide documents authorizing the person to sign.

Justin Smith

Developer (Print)

The St. Joe Company

Company (Print)

Authorized Agent (Print)

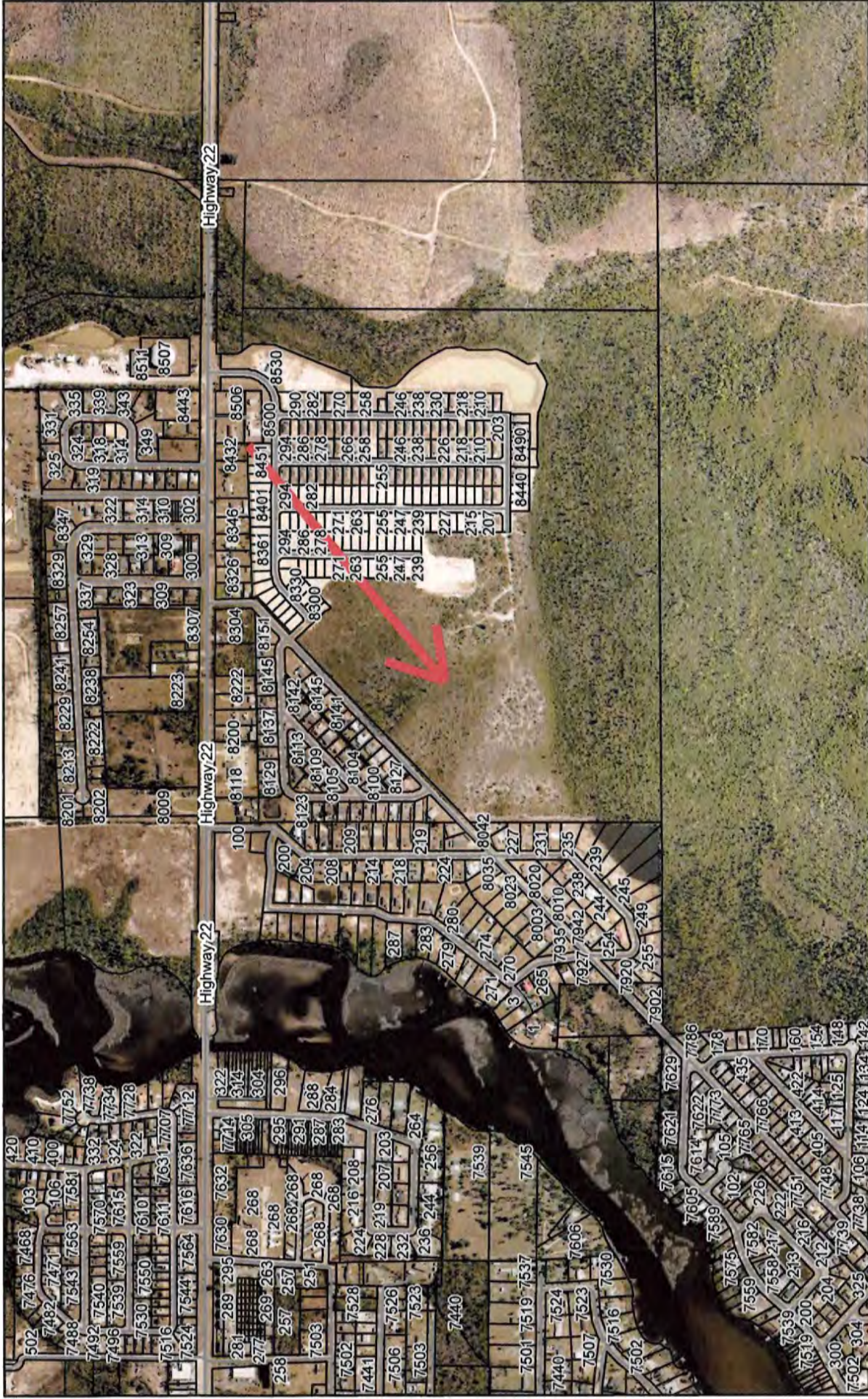
8/22/2024

Date

Date

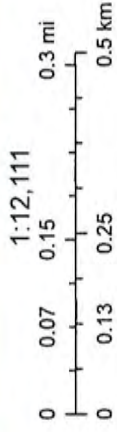

Signature

Park Place Phase 3 & 4



12/30/2024, 12:20:39 PM

 Parcels



Esri Community Maps Contributors, Florida State University, Bay County, FDEP, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc., METU

PARK PLACE PHASE 3 AND 4 CALLAWAY, FLORIDA

PREPARED FOR:

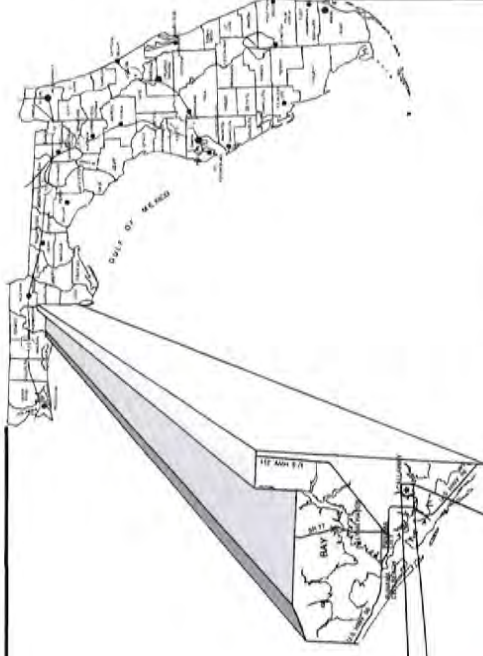
THE ST JOE COMPANY LLC
130 N RICHARD JACKSON BLVD, STE 200
PANAMA CITY BEACH, FL 32407-2512

PREPARED BY:

**PANHANDLE
ENGINEERING**
ENVIRONMENTAL ENGINEERS • CIVIL ENGINEERS • LAND PLANNERS
600 Ohio Avenue Lynn Haven, Florida 32444
(850)763-5200 www.panhandleengineering.com



ACORNELL BETTY LOUISE DR. PC 32484 • 8-10-1996
LAT. 30° 08' 33.51" N
LONG. 84° 12' 51.74" W
VICINITY MAP
SCALE: 1" = 1,000'



FOR PERMITTING
USE ONLY, NOT FOR
CONSTRUCTION.

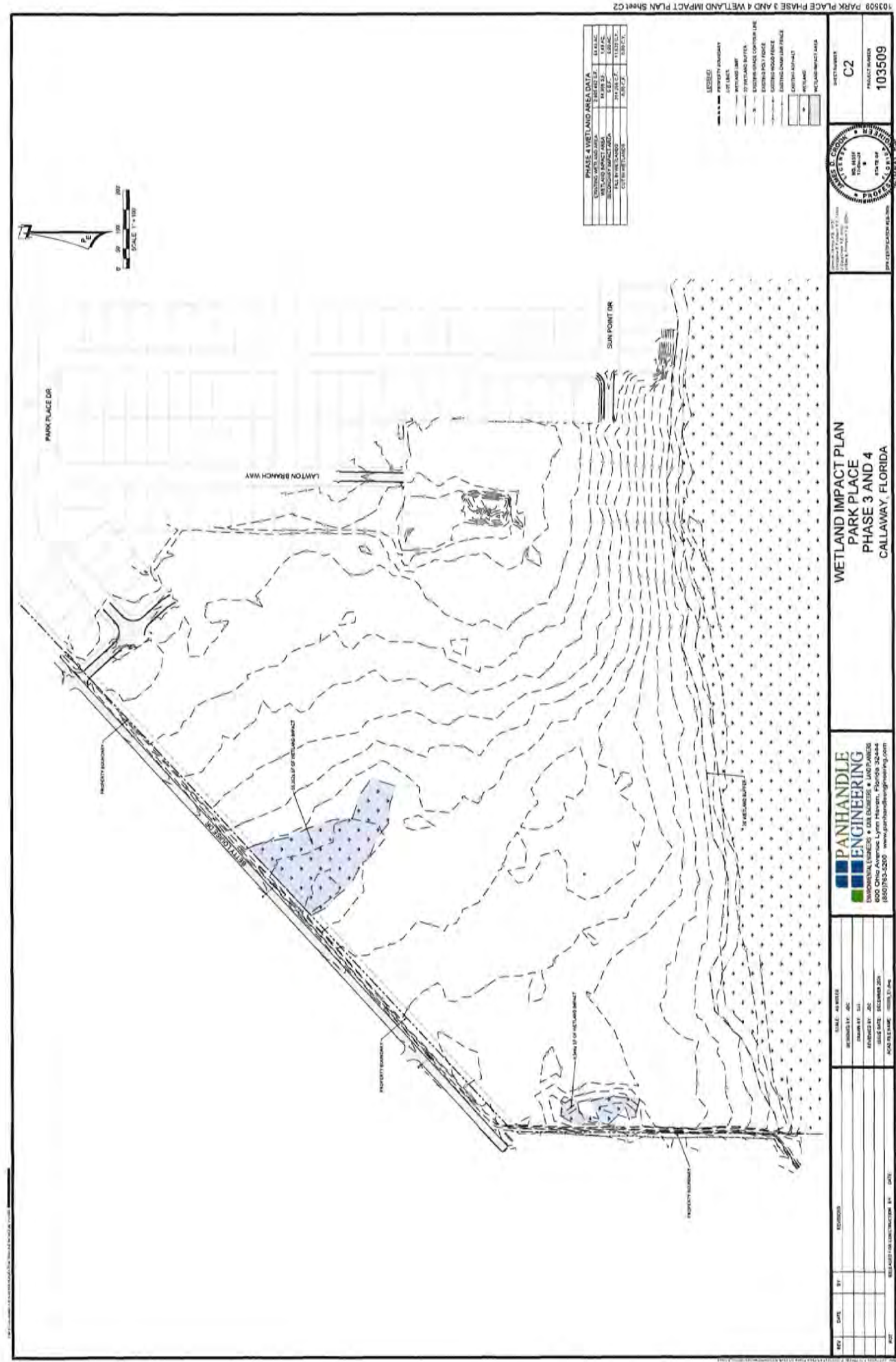
DECEMBER 2024
PROJECT No. 103509

DRAWING INDEX

No.	TITLE
C0	- COVER SHEET
C1	- EXISTING CONDITIONS, DEMOLITION, & EROSION CONTROL PLAN
C2	- WETLAND IMPACT PLAN
C3	- SITE MASTER PLAN WITH AERIAL
C4	- C7 - SITE PLAN
C8	- OVERALL GRADING AND DRAINAGE PLAN
C9	- C12 - GRADING AND DRAINAGE PLAN
C13	- STRUCTURE AND PIPE TABLES
C14	- POND 1 DETAILS
C15	- POND 2 DETAILS
C16	- OVERALL UTILITY PLAN
C17	- C20 - UTILITY PLAN
C21	- C28 - ROADWAY PLAN AND PROFILE
C29	- OVERALL SIGNAGE AND PAVEMENT MARKING PLAN
D1	- D3 - CONSTRUCTION DETAILS
D4	- D8 - UTILITY DETAILS
D9	- STORMWATER POLLUTION PREVENTION PLAN

Always call 811 two full business days before you dig
to have underground utilities located and marked.

Sunshine811.com



103509 PARK PLACE PHASE 3 AND 4 WETLAND IMPACT PLAN SHEET C2

DATE: 12/15/2011

BY: JAC

REVISIONS:

DATE: 12/15/2011

BY: JAC

REVISIONS:

DATE: 12/15/2011

BY: JAC

REVISIONS:

DATE: 12/15/2011

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BY: JAC

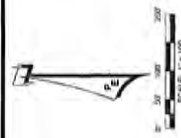
REVISIONS:

DATE: 12/15/2011

BY: JAC



THE UNIVERSITY OF CHICAGO

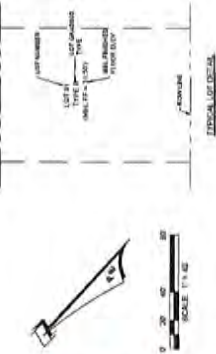


- GRADING NOTES**
1. ALL ELEVATIONS ARE BASED ON THE DATUM OF MEAN SEA LEVEL.
 2. ALL ELEVATIONS AND DISTANCES OF ADJACENT LOTS ARE TO BE MAINTAINED AND NOT TO BE CHANGED.
 3. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
 4. THE GRADING SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
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 10. THE GRADING SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.



PANHANDLE ENGINEERING ENVIRONMENTAL ENGINEERS • CIVIL ENGINEERS • LAND-ANALYSTS 10000 North US Highway 1, Suite 100, Ft. Worth, Texas 76116 (817) 335-1234 • www.panhandle-engineering.com		OVERALL GRADING AND DRAINAGE PLAN PARK PLACE PHASE 3 AND 4 CALLAWAY, FLORIDA		SHEET NUMBER C8 PROJECT NUMBER 103509	
DATE 10/1/2011	BY J. L. BROWN	CHECKED BY J. L. BROWN	IN CHARGE J. L. BROWN	SCALE 1" = 100'	PROJECT LOCATION CALLAWAY, FLORIDA
RELEASED FOR CONSTRUCTION BY J. L. BROWN	DATE 10/1/2011	BY J. L. BROWN	CHECKED BY J. L. BROWN	IN CHARGE J. L. BROWN	PROJECT LOCATION CALLAWAY, FLORIDA



[illegible]

LEGEND

PROPERTY BOUNDARY

LOT LINE

WETLAND LIMIT

10' BUFFER

EXISTING IMAGE CONTROL

PROPOSED IMAGE CONTROL

PROPOSED IMAGE CONTROL

EXISTING FENCE

EXISTING WOOD FENCE

EXISTING DRAINAGE LINE

EXISTING DRAINAGE LINE

WETLAND

POND 2 OUTFALL STRUCTURE

—

BYPASS DITCH SECTION

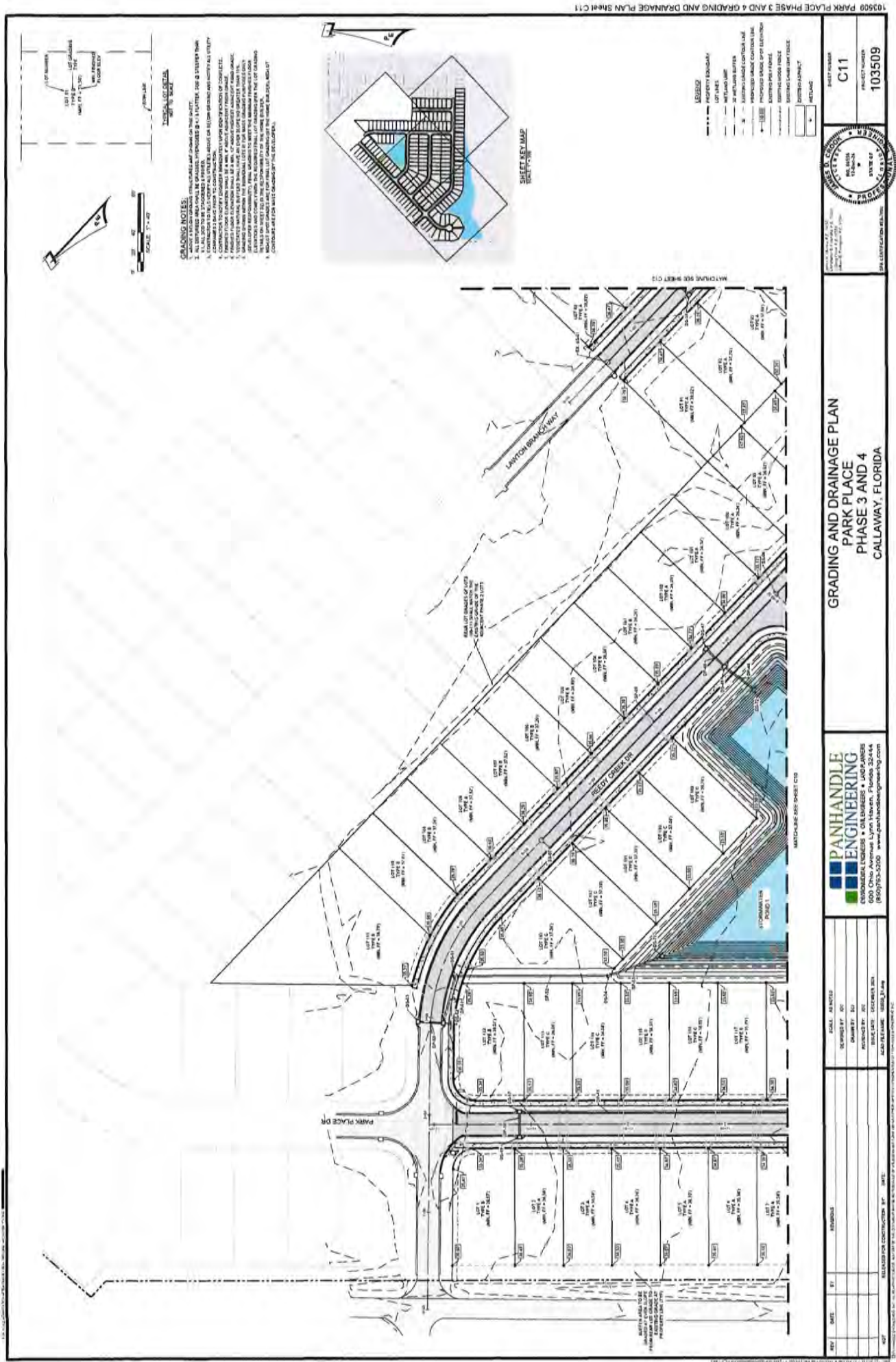
GRADING AND DRAINAGE PLAN
PARK PLACE
PHASE 3 AND 4
CALLAWAY, FLORIDA

**PANHANDLE
ENGINEERING**
ENVIRONMENTAL ENGINEERS • CHEMICAL ENGINEERS • LAND DEVELOPERS
800 Circle Avenue, Lynn Haven, Florida 32444
(850) 763-5200 www.panhandleengineering.com

DATE	4.6. COMMENCEMENT OF THE ACTION	4.7. DATE	4.8. DATE	4.9. DATE	4.10. DATE	4.11. DATE	4.12. DATE	4.13. DATE	4.14. DATE	4.15. DATE	4.16. DATE	4.17. DATE	4.18. DATE	4.19. DATE	4.20. DATE	4.21. DATE	4.22. DATE	4.23. DATE	4.24. DATE	4.25. DATE	4.26. DATE	4.27. DATE	4.28. DATE	4.29. DATE	4.30. DATE	4.31. DATE	4.32. DATE	4.33. DATE	4.34. DATE	4.35. DATE	4.36. DATE	4.37. DATE	4.38. DATE	4.39. DATE	4.40. DATE	4.41. DATE	4.42. DATE	4.43. DATE	4.44. DATE	4.45. DATE	4.46. DATE	4.47. DATE	4.48. DATE	4.49. DATE	4.50. DATE	4.51. DATE	4.52. DATE	4.53. DATE	4.54. DATE	4.55. DATE	4.56. DATE	4.57. DATE	4.58. DATE	4.59. DATE	4.60. DATE	4.61. DATE	4.62. DATE	4.63. DATE	4.64. DATE	4.65. DATE	4.66. DATE	4.67. DATE	4.68. DATE	4.69. DATE	4.70. DATE	4.71. DATE	4.72. DATE	4.73. DATE	4.74. DATE	4.75. DATE	4.76. DATE	4.77. DATE	4.78. DATE	4.79. DATE	4.80. DATE	4.81. DATE	4.82. DATE	4.83. DATE	4.84. DATE	4.85. DATE	4.86. DATE	4.87. DATE	4.88. DATE	4.89. DATE	4.90. DATE	4.91. DATE	4.92. DATE	4.93. DATE	4.94. 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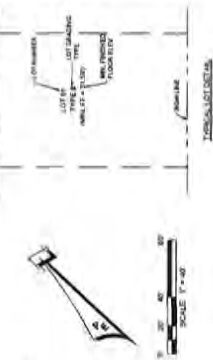
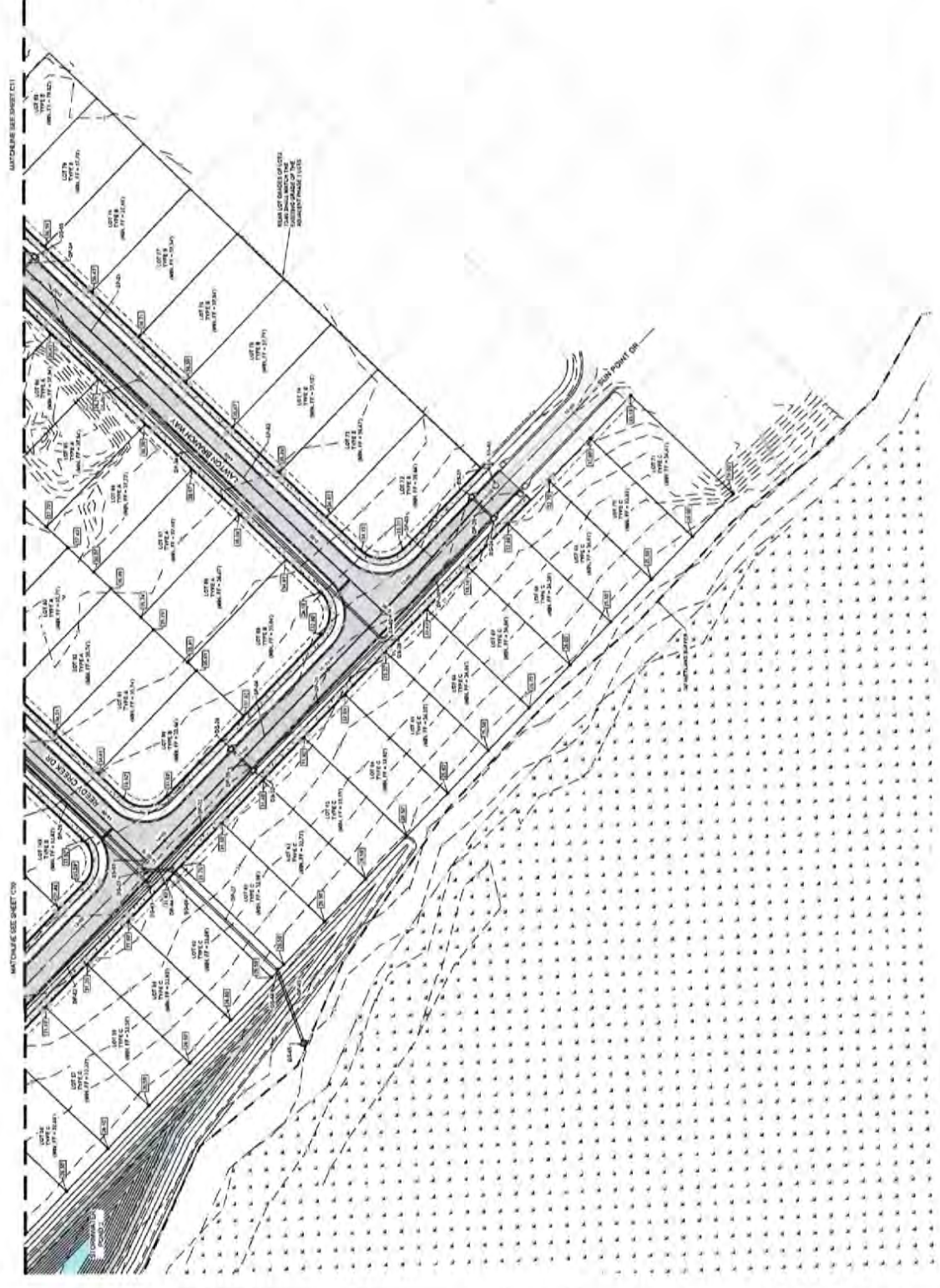




GRADING NOTES:

1. ALL DISTURBED AREAS SHALL BE GRADED TO FINISH ELEVATION OF 1.0' UNLESS OTHERWISE NOTED.
2. ALL DISTURBED AREAS SHALL BE GRADED TO FINISH ELEVATION OF 1.0' UNLESS OTHERWISE NOTED.
3. ALL DISTURBED AREAS SHALL BE GRADED TO FINISH ELEVATION OF 1.0' UNLESS OTHERWISE NOTED.
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9. ALL DISTURBED AREAS SHALL BE GRADED TO FINISH ELEVATION OF 1.0' UNLESS OTHERWISE NOTED.
10. ALL DISTURBED AREAS SHALL BE GRADED TO FINISH ELEVATION OF 1.0' UNLESS OTHERWISE NOTED.

GRADING AND DRAINAGE PLAN PARK PLACE PHASE 3 AND 4 CALLAWAY, FLORIDA		PANHANDLE ENGINEERING ENGINEERS • SURVEYORS • LANDSCAPERS 10000 N. US HIGHWAY 90, SUITE 100 FORT WORTH, TEXAS 76133 (817) 335-5200 www.panhandleengineering.com		PROJECT NUMBER 103509	
DATE 10/1/2010		SCALE AS SHOWN		SHEET NUMBER C11	
DESIGNED BY J. L. BROWN		CHECKED BY J. L. BROWN		DATE 10/1/2010	
APPROVED BY J. L. BROWN		DATE 10/1/2010		PROJECT LOCATION 103509 PARK PLACE PHASE 3 AND 4 GRADING AND DRAINAGE PLAN SHEET C11	



GRADING NOTES

1. ALL GRADING SHALL BE BASED ON THE FOLLOWING ELEVATIONS AND SLOPES.
2. ALL GRADING SHALL BE BASED ON THE FOLLOWING ELEVATIONS AND SLOPES.
3. ALL GRADING SHALL BE BASED ON THE FOLLOWING ELEVATIONS AND SLOPES.
4. ALL GRADING SHALL BE BASED ON THE FOLLOWING ELEVATIONS AND SLOPES.
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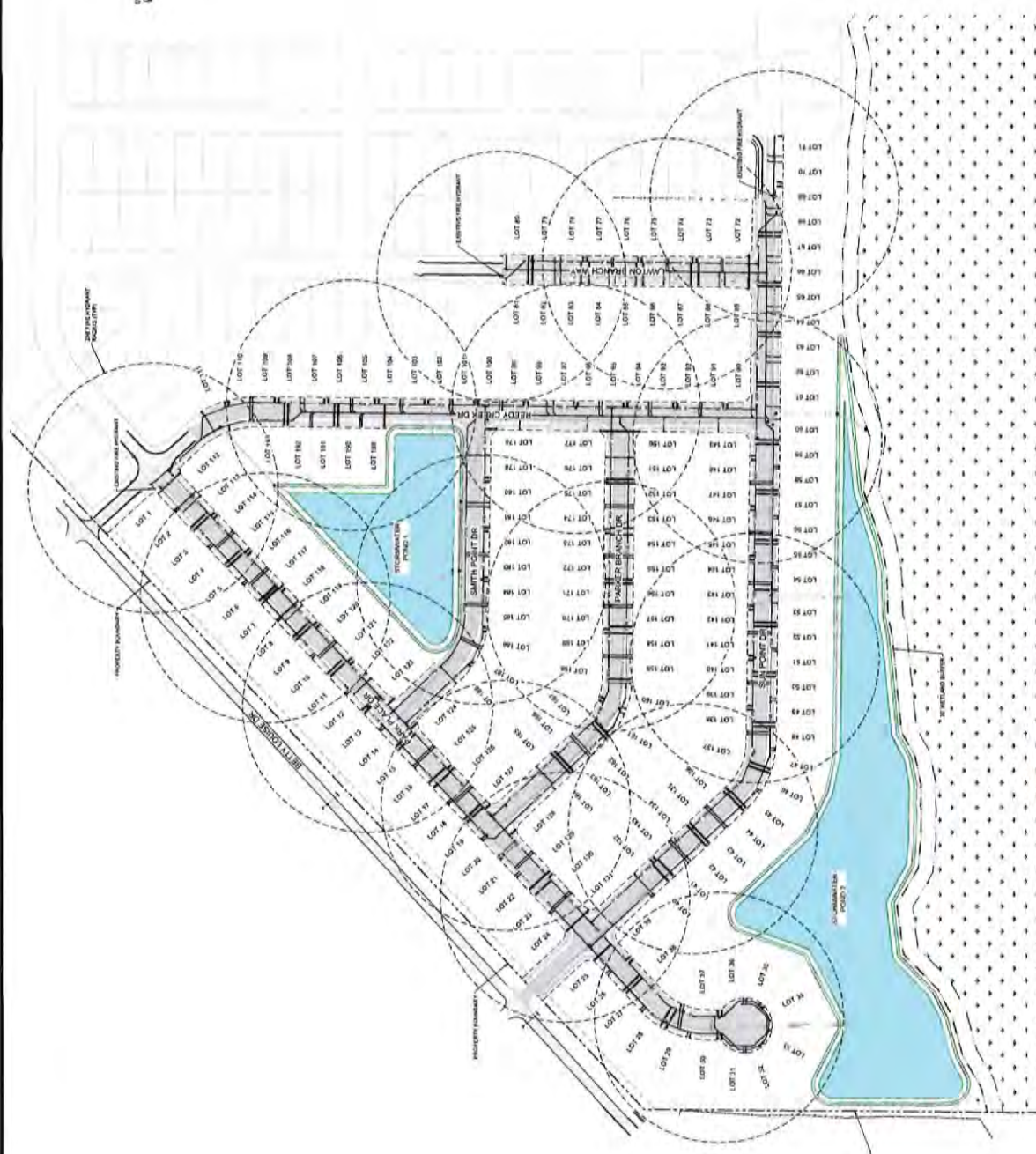


- LEGEND**
- PROPERTY BOUNDARY
 - EXISTING LOT LINES
 - EXISTING LOT LINES
 - EXISTING LOT LINES
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		GRADING AND DRAINAGE PLAN PARK PLACE PHASE 3 AND 4 CALLAWAY, FLORIDA		103509 PARK PLACE PHASE 3 AND 4 GRADING AND DRAINAGE PLAN SHEET C13 C12 103509	
PANHANDLE ENGINEERING ENGINEERING • CIVIL ENGINEERS • LANDSCAPE ARCHITECTS 1000 N. GULF BLVD., SUITE 100 FORT MYERS, FL 33901 (888) 953-5200 www.panhandleengineering.com		SHEET NUMBER C12 PROJECT NUMBER 103509		SHEET NUMBER C12 PROJECT NUMBER 103509	
DATE 10/1/2013 BY JAC CHECKED BY JAC SCALE 1" = 40'		DATE 10/1/2013 BY JAC CHECKED BY JAC SCALE 1" = 40'		DATE 10/1/2013 BY JAC CHECKED BY JAC SCALE 1" = 40'	

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- UTILITY NOTES:**
1. ALL UTILITIES SHALL BE SHOWN TO THE CENTERLINE OF THE ROAD OR TO THE CENTERLINE OF THE LOT.
 2. ALL UTILITIES SHALL BE SHOWN TO THE CENTERLINE OF THE ROAD OR TO THE CENTERLINE OF THE LOT.
 3. ALL UTILITIES SHALL BE SHOWN TO THE CENTERLINE OF THE ROAD OR TO THE CENTERLINE OF THE LOT.
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 9. ALL UTILITIES SHALL BE SHOWN TO THE CENTERLINE OF THE ROAD OR TO THE CENTERLINE OF THE LOT.
 10. ALL UTILITIES SHALL BE SHOWN TO THE CENTERLINE OF THE ROAD OR TO THE CENTERLINE OF THE LOT.

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1. ALL UTILITIES SHALL BE SHOWN TO THE CENTERLINE OF THE ROAD OR TO THE CENTERLINE OF THE LOT.

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9. ALL UTILITIES SHALL BE SHOWN TO THE CENTERLINE OF THE ROAD OR TO THE CENTERLINE OF THE LOT.

10. ALL UTILITIES SHALL BE SHOWN TO THE CENTERLINE OF THE ROAD OR TO THE CENTERLINE OF THE LOT.

- LEGEND:**
- PROPERTY BOUNDARY
 - LOT LINES
 - EXISTING WATER
 - EXISTING SEWER
 - EXISTING GAS
 - EXISTING STORMWATER
 - PROPOSED WATER MAIN (12\"/>

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DATE 10/11/2011		BY J. L. BARNETT		SCALE AS SHOWN	
REVISIONS 1. 10/11/2011		DATE 10/11/2011		BY J. L. BARNETT	
DESCRIPTION OVERALL UTILITY PLAN		DATE 10/11/2011		BY J. L. BARNETT	
PROJECT NUMBER 103509		DATE 10/11/2011		BY J. L. BARNETT	



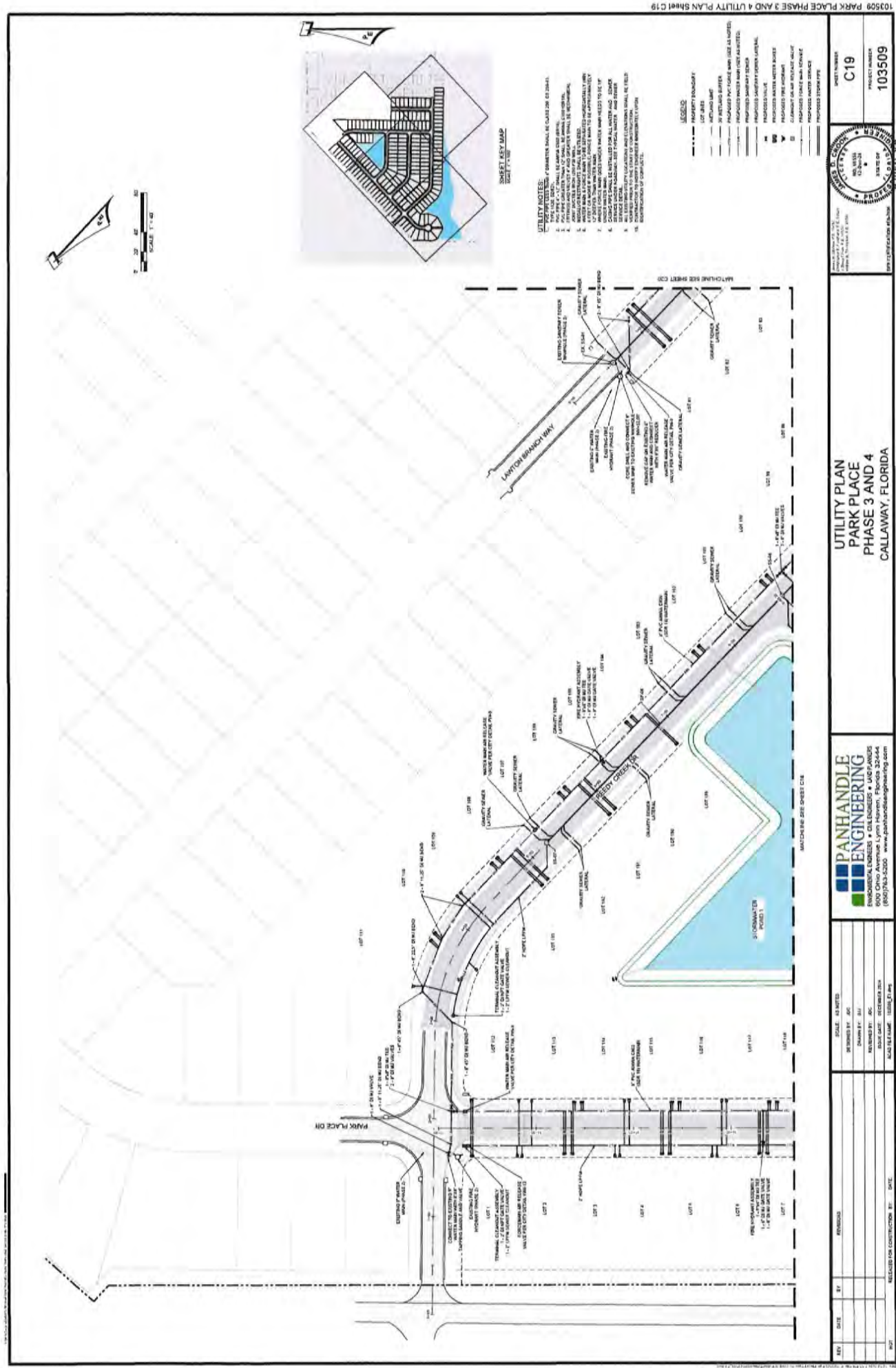
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- | LENDING | |
|-----------------------|--|
| PROPERTY BOUNDARY | |
| LOT LINES | |
| WETLAND LIMIT | |
| 20' WETLAND BUFFER | |
| PROPOSED PFC FENCE | |
| PROPOSED WATER MAIN | |
| PROPOSED SANITARY | |
| PROPOSED SANITARY | |
| PROPOSED VALVE | |
| PROPOSED WATER METER | |
| PROPOSED FISH PASSAGE | |
| CLEARANCE OF AIR REL. | |
| PROPOSED FORCE MAIN | |
| PROPOSED WATER METER | |
| PROPOSED WATER METER | |

UTILITY PLAN
PARK PLACE
PHASE 3 AND 4
CALLAWAY, FLORIDA

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600 Ohio Avenue, Lynn Haven, Florida 32444
(850) 783-5200 www.panhandleengineering.com

[illegible]



- UTILITY NOTES:**
1. ALL UTILITIES SHOWN ARE BASED ON THE LATEST AVAILABLE RECORD DRAWINGS AND FIELD SURVEY DATA.
 2. THE LOCATION AND DEPTH OF UTILITIES SHALL BE VERIFIED BY FIELD SURVEY PRIOR TO CONSTRUCTION.
 3. THE LOCATION AND DEPTH OF UTILITIES SHALL BE VERIFIED BY FIELD SURVEY PRIOR TO CONSTRUCTION.
 4. THE LOCATION AND DEPTH OF UTILITIES SHALL BE VERIFIED BY FIELD SURVEY PRIOR TO CONSTRUCTION.
 5. THE LOCATION AND DEPTH OF UTILITIES SHALL BE VERIFIED BY FIELD SURVEY PRIOR TO CONSTRUCTION.
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 9. THE LOCATION AND DEPTH OF UTILITIES SHALL BE VERIFIED BY FIELD SURVEY PRIOR TO CONSTRUCTION.
 10. THE LOCATION AND DEPTH OF UTILITIES SHALL BE VERIFIED BY FIELD SURVEY PRIOR TO CONSTRUCTION.
- LEGEND:**
- PROPOSED WATER MAIN
 - PROPOSED SEWER MAIN
 - PROPOSED GAS MAIN
 - PROPOSED ELECTRIC MAIN
 - PROPOSED STORMWATER MAIN
 - PROPOSED WATER SERVICE LINE
 - PROPOSED SEWER SERVICE LINE
 - PROPOSED GAS SERVICE LINE
 - PROPOSED ELECTRIC SERVICE LINE
 - PROPOSED STORMWATER SERVICE LINE

PROJECT INFORMATION PROJECT NUMBER: 103509 SHEET NUMBER: C19		CLIENT INFORMATION CLIENT: PANHANDLE ENGINEERING ADDRESS: 10000 N. W. 11th Ave., Suite 100, Fort Lauderdale, FL 33304 PHONE: (954) 551-5000 FAX: (954) 551-5001 WWW: www.panhandleengineering.com									
DESIGNER INFORMATION DESIGNED BY: JAC DRAWN BY: JAC CHECKED BY: JAC DATE: 06/20/2014		REVISIONS <table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>BY</th> <th>REVISION</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>06/20/2014</td> <td>JAC</td> <td>ISSUED FOR CONSTRUCTION</td> </tr> </tbody> </table>		NO.	DATE	BY	REVISION	1	06/20/2014	JAC	ISSUED FOR CONSTRUCTION
NO.	DATE	BY	REVISION								
1	06/20/2014	JAC	ISSUED FOR CONSTRUCTION								



UTILITY PLAN
PARK PLACE
PHASE 3 AND 4
CALLAWAY, FLORIDA

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 (954) 551-5000 • www.panhandleengineering.com

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3-DIGIT NUMBER	C20
PROJECT NUMBER	103509

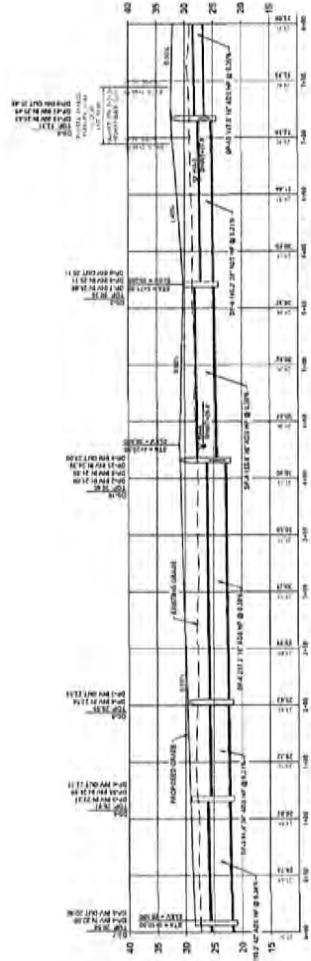
C21
103509



Journal of Democracy 34:2 (2013)
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DOI 10.1215/08913121-1250000



PARK PLACE DRIVE PLAN VIEW
SCALE 1" = 10'



PARK PLACE DRIVE PROFILE VIEW
SCALE: 1" = 10' HORIZ.
1" = 10' VERT.

NOTE:
SERVICES FOR THE
CALL SURVEILLANCE UNIT ON LIAISON OFFICERS

ADDRESS:
1000 PINE STREET
SUITE 100
DENVER CO, 80202

HOURS:
M-F 9:00-5:00 PM

ADVANCE NOTICE:
2 FULL BUSINESS DAYS

MARK VALUE:
IN CASH OR BY PAYEE

LEGEND	
	PROPERTY BOUNDARY
	LOT LINE
	SETBACK LINE
	EXISTING DRIVE
	EXISTING SIDEWALK
	EXISTING DRIVE
	EXISTING DRIVE
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ROADWAY PLAN AND PROFILE
PARK PLACE
PHASE 3 AND 4
CALLAWAY, FLORIDA

Product number
C26

Product number
103509





NOTE:
RESPONSE MUST BE
MAILED IMMEDIATELY BY AIR MAIL TO THE OFFICE
ADDRESS:
U.S. POSTAL ACTION BOARD
Washington, D.C. 20715

HOURS:
ADVANCE NOTICE
A FULL BUSINESS DAY
BEFORE RECEIVING A RESPONSE

MAILING VALID:
22 CALIFORNIA DAYS



NEEDY CREEK DRIVE PROFILE VIEW
SCALE: 1" = 10' HORIZ.
1" = 10' VERT.

16570
PROPERTY ADDRESS
LOT LINE
WETLAND LIMIT
2) NATURAL BUFFER
EXISTING PLANT CANOPY
3)
DISTAL FOOT WALL
EXISTING ROCK FLOOR
EXISTING GRADE LINE (1)

☐	EXTERIOR ALUMINUM
☐	WETLAND
☒	PADLOCKED ALUMINUM
☐	PAVING CONCERTE
☐	PAVING MOLD

C27
103509

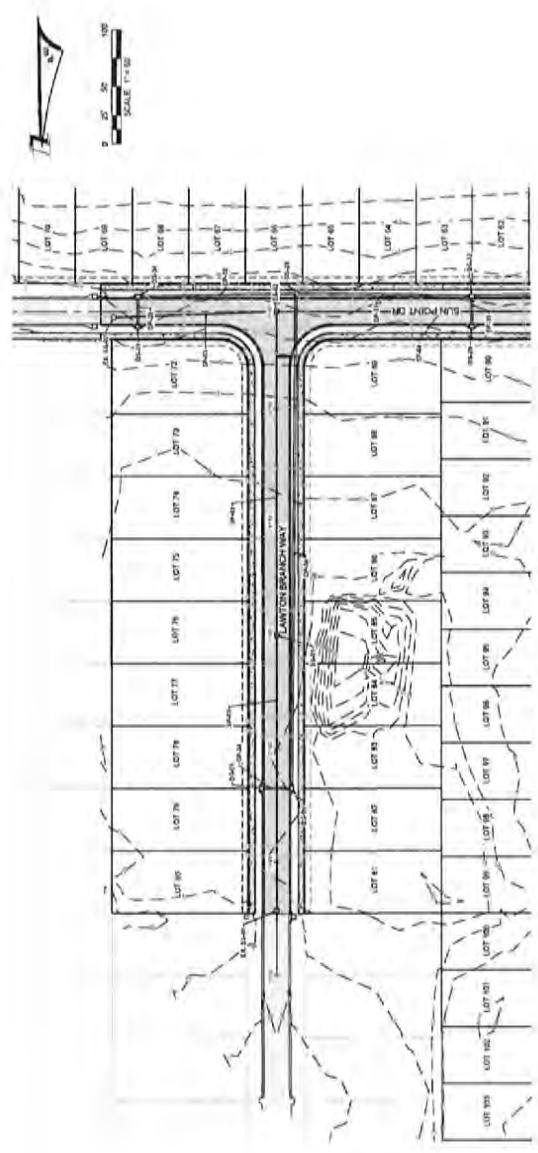
**ROADWAY PLAN AND PROFILE
PARK PLACE
PHASE 3 AND 4
CALLAWAY, FLORIDA**

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(813) 553-5200 www.panhandleengineering.com

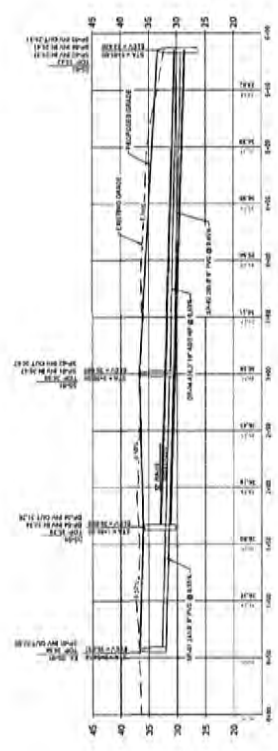
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INITIALS	1010
SIGNATURE	1010
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LOCATION	1010
DESCRIPTION	1010
REMARKS	1010
INITIALS	1010
SIGNATURE	1010

Conductivity

103509 PARK PLACE PHASE 3 AND 4 ROADWAY PLAN AND PROFILE SHEET C28



LANTON BRANCH WAY PLAN VIEW
SCALE 1" = 100'



LANTON BRANCH WAY PROFILE VIEW
SCALE 1" = 100'

NOTE:
1. ALL DIMENSIONS ARE IN FEET AND INCHES.
2. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE ROADWAY.
3. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE ROADWAY.
4. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE ROADWAY.
5. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE ROADWAY.
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10. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE ROADWAY.

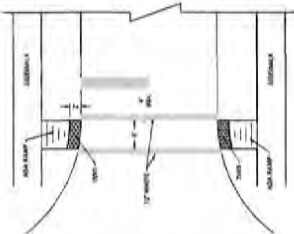
- LEGEND**
- PROPOSED ROADWAY
 - EXISTING ROADWAY
 - EXISTING SIDEWALK
 - EXISTING CURB
 - EXISTING DRAINAGE
 - EXISTING LIGHTS
 - EXISTING SIGNAGE
 - EXISTING FENCE
 - EXISTING UTILITY
 - EXISTING CONCRETE
 - EXISTING ASPHALT
 - EXISTING GRAVEL
 - EXISTING SAND
 - EXISTING SOIL
 - EXISTING ROCK
 - EXISTING VEGETATION
 - EXISTING BUILDING
 - EXISTING FENCE
 - EXISTING UTILITY
 - EXISTING CONCRETE
 - EXISTING ASPHALT
 - EXISTING GRAVEL
 - EXISTING SAND
 - EXISTING SOIL
 - EXISTING ROCK
 - EXISTING VEGETATION
 - EXISTING BUILDING

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DATE 10/1/2011		BY J. L. BROWN		SCALE 1" = 100'	
REVISIONS		DATE		BY	
1. REVISION		10/1/2011		J. L. BROWN	
2. REVISION		10/1/2011		J. L. BROWN	
3. REVISION		10/1/2011		J. L. BROWN	
4. REVISION		10/1/2011		J. L. BROWN	
5. REVISION		10/1/2011		J. L. BROWN	
6. REVISION		10/1/2011		J. L. BROWN	
7. REVISION		10/1/2011		J. L. BROWN	
8. REVISION		10/1/2011		J. L. BROWN	
9. REVISION		10/1/2011		J. L. BROWN	
10. REVISION		10/1/2011		J. L. BROWN	

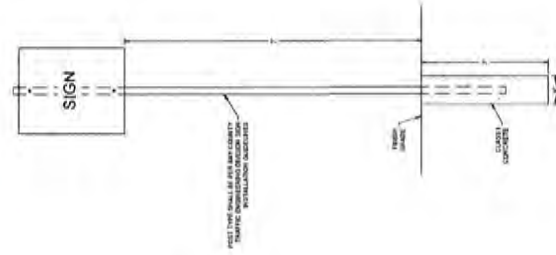


NOTES:

1. ALL LOTS ARE TO BE DEVELOPED WITH A MINIMUM OF 10% TREE COVERAGE.
2. ALL LOTS ARE TO BE DEVELOPED WITH A MINIMUM OF 10% TREE COVERAGE.
3. ALL LOTS ARE TO BE DEVELOPED WITH A MINIMUM OF 10% TREE COVERAGE.
4. ALL LOTS ARE TO BE DEVELOPED WITH A MINIMUM OF 10% TREE COVERAGE.
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10. ALL LOTS ARE TO BE DEVELOPED WITH A MINIMUM OF 10% TREE COVERAGE.

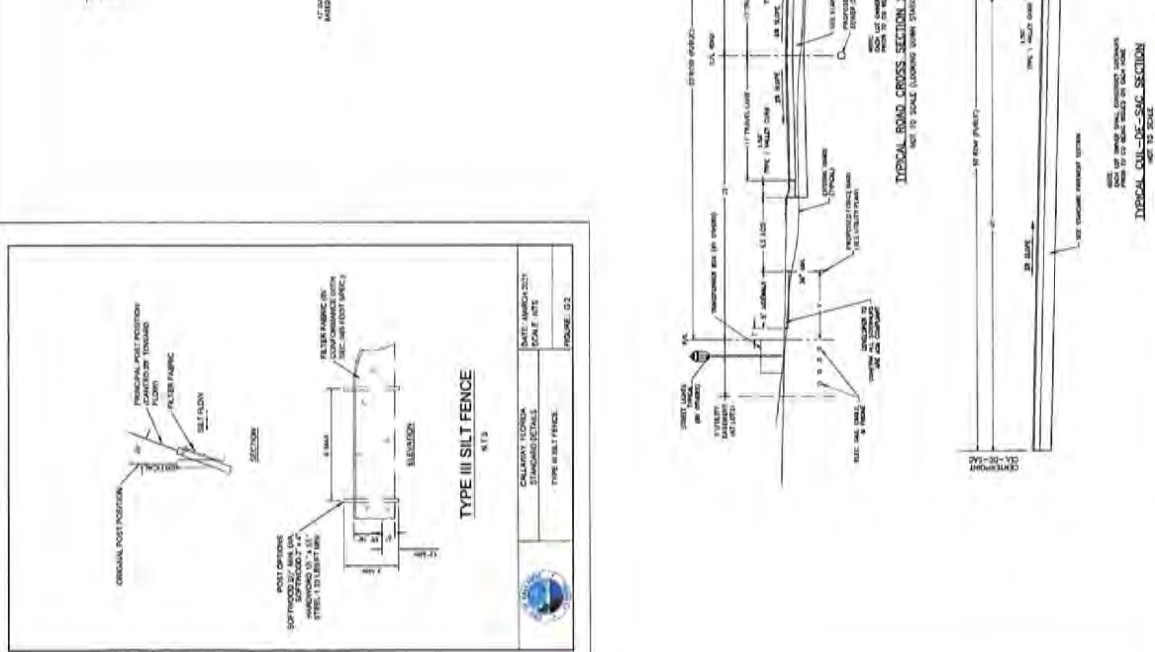
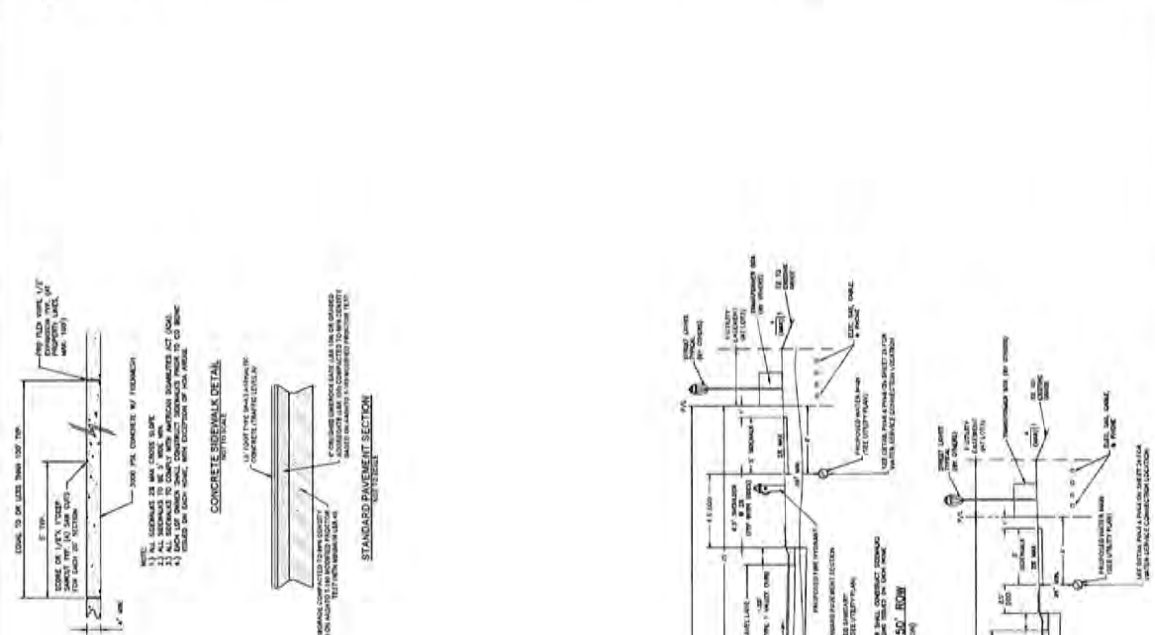
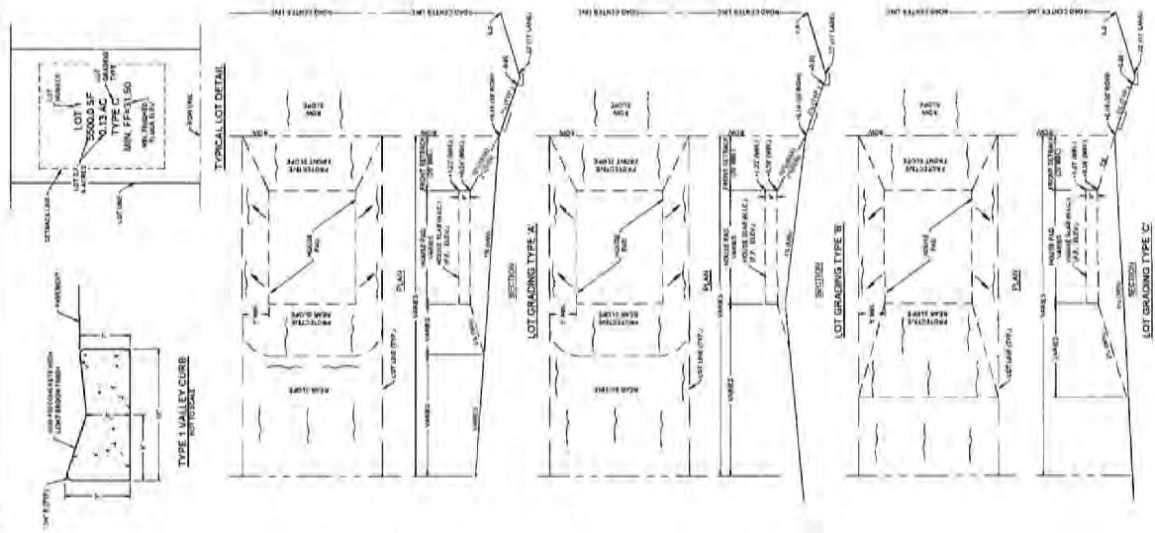
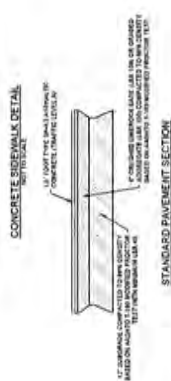
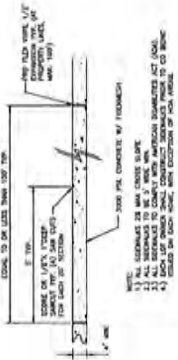
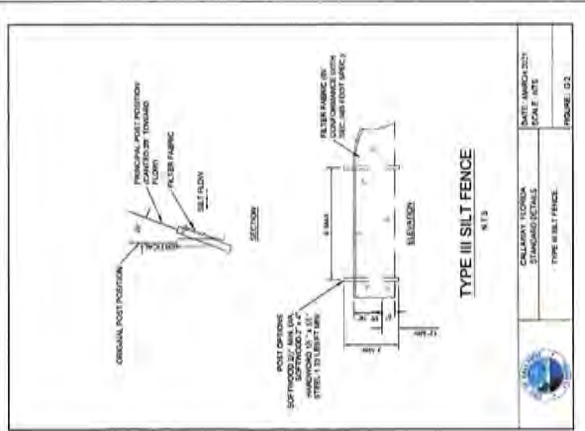


CROSSWALK DETAIL
NOT TO SCALE



NOTE: ALL SIGNS TO BE INSTALLED WITH A MINIMUM OF 10% TREE COVERAGE. ALL SIGNS TO BE INSTALLED WITH A MINIMUM OF 10% TREE COVERAGE.

PANHANDLE ENGINEERING ENVIRONMENTAL ENGINEERS • DESIGNERS • LANDSCAPERS 10000 N. W. 10th Avenue, Suite 100, Fort Lauderdale, FL 33309 (954) 575-5200 • www.panhandleengineering.com		OVERALL SIGNAGE AND PAVEMENT MARKING PLAN PARK PLACE PHASE 3 AND 4 CALLAWAY, FLORIDA		SHEET NUMBER C29 PROJECT NUMBER 103509
DATE 10/1/2019	BY JLM	CHECKED BY JLM	DESIGNED BY JLM	SCALE 1" = 100'



REV	DATE	BY	REVISION
1	03/15/17	JD	ISSUED FOR PERMIT
2	03/15/17	JD	ISSUED FOR CONSTRUCTION
3	03/15/17	JD	ISSUED FOR CONSTRUCTION
4	03/15/17	JD	ISSUED FOR CONSTRUCTION
5	03/15/17	JD	ISSUED FOR CONSTRUCTION
6	03/15/17	JD	ISSUED FOR CONSTRUCTION
7	03/15/17	JD	ISSUED FOR CONSTRUCTION
8	03/15/17	JD	ISSUED FOR CONSTRUCTION
9	03/15/17	JD	ISSUED FOR CONSTRUCTION
10	03/15/17	JD	ISSUED FOR CONSTRUCTION

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CONSTRUCTION DETAILS

PARK PLACE

PHASE 3 AND 4

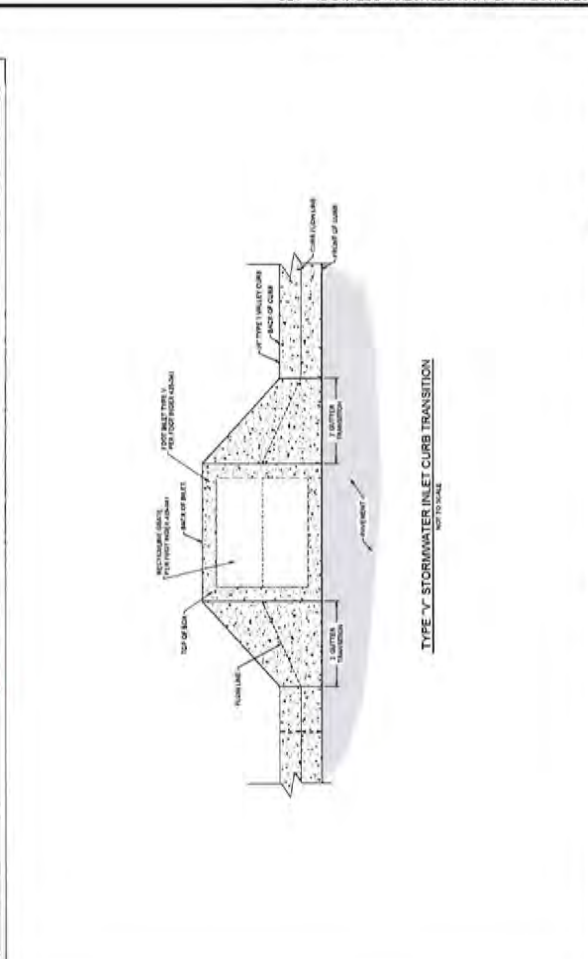
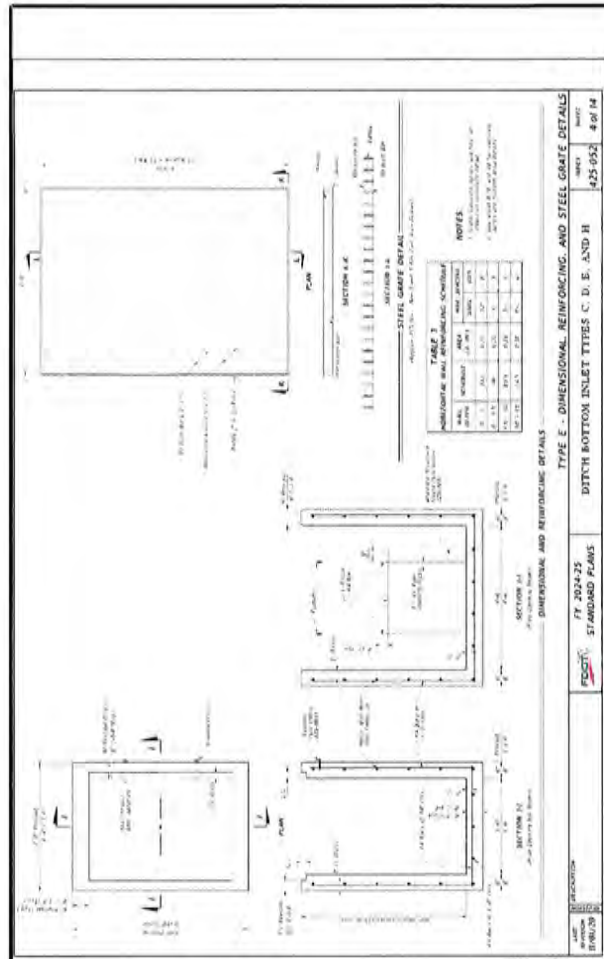
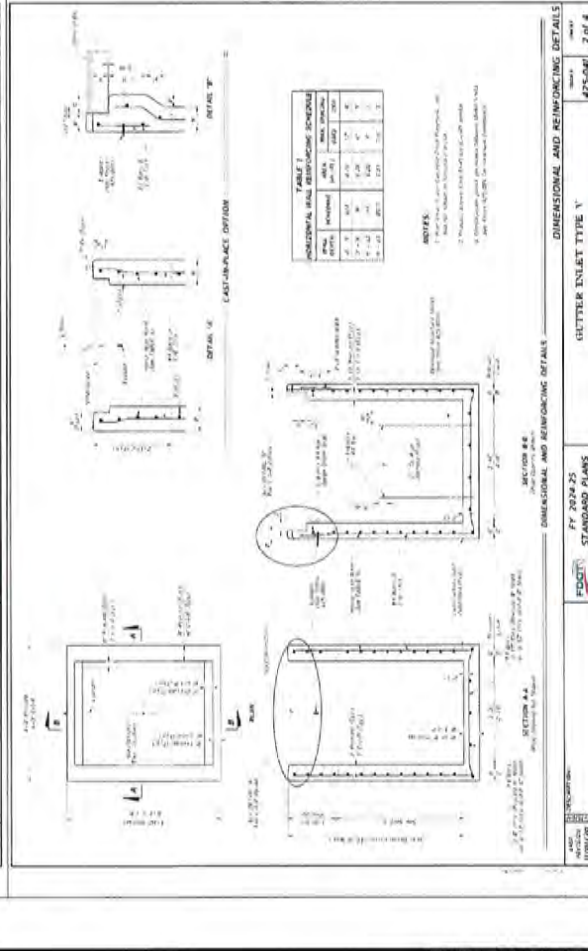
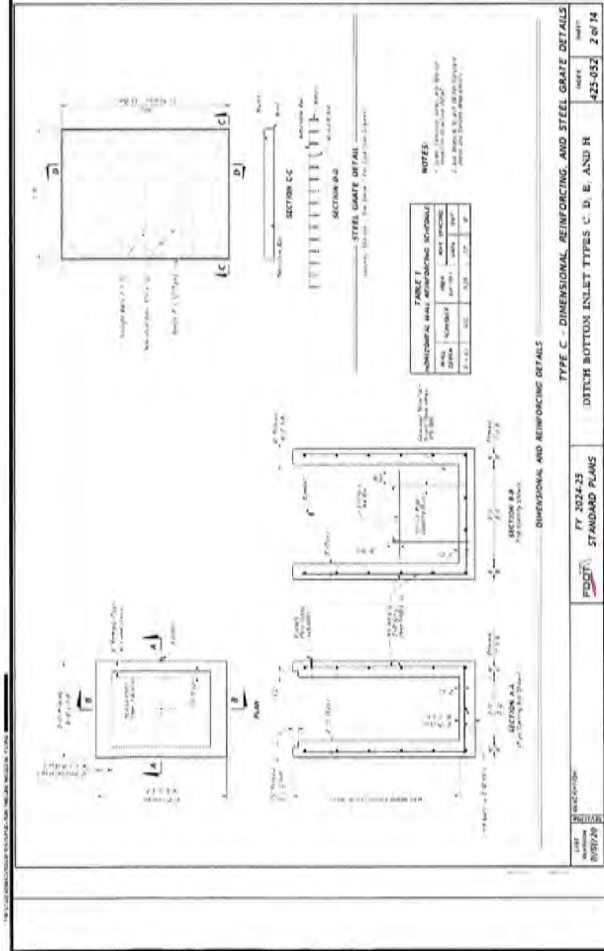
CALLAWAY, FLORIDA

SHEET NUMBER

D1

PROJECT NUMBER

103509



CONSTRUCTION DETAILS

PARK PLACE

PHASE 3 AND 4

CALLAWAY, FLORIDA

PROJECT NUMBER

103509

DATE

10/10/2023

PROJECT NUMBER

103509

DATE

10/10/2023

PROJECT NUMBER

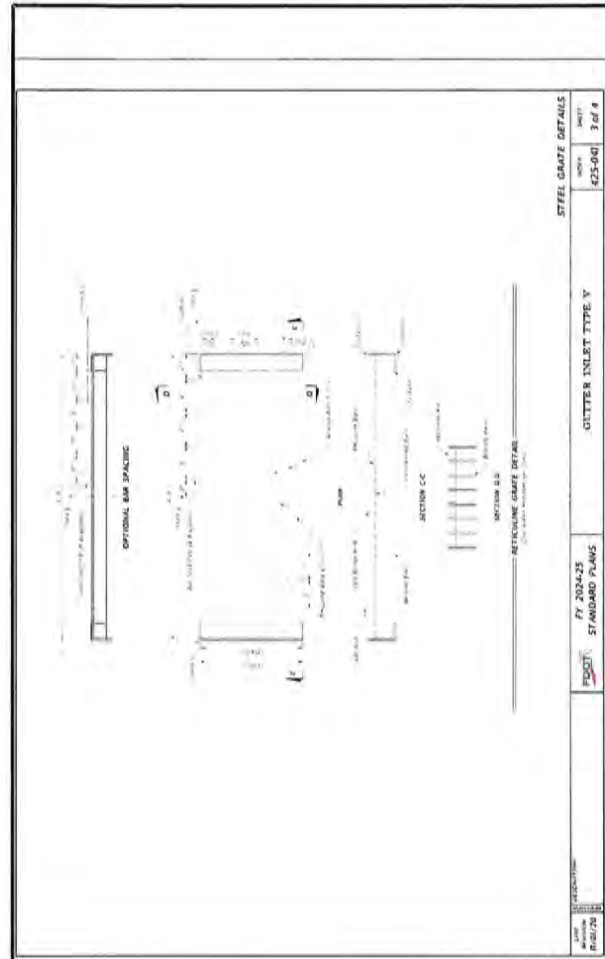
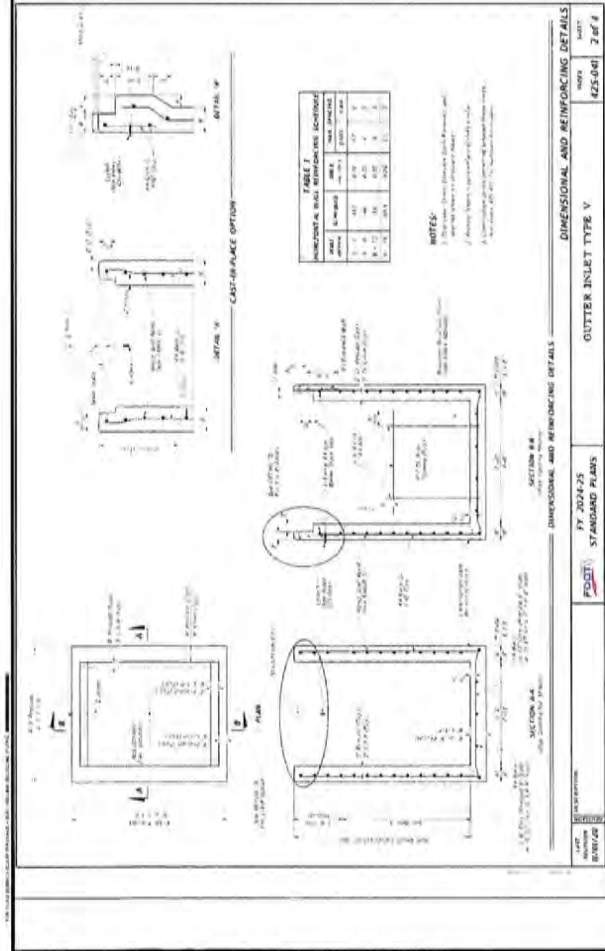
103509

DATE

10/10/2023

PROJECT NUMBER

103509



REV	DATE	BY	REVISION
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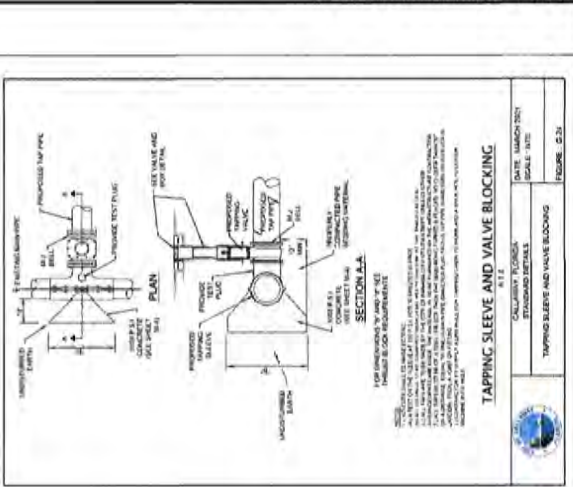
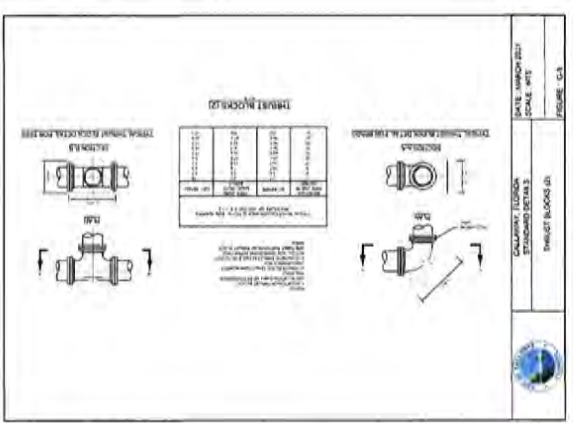
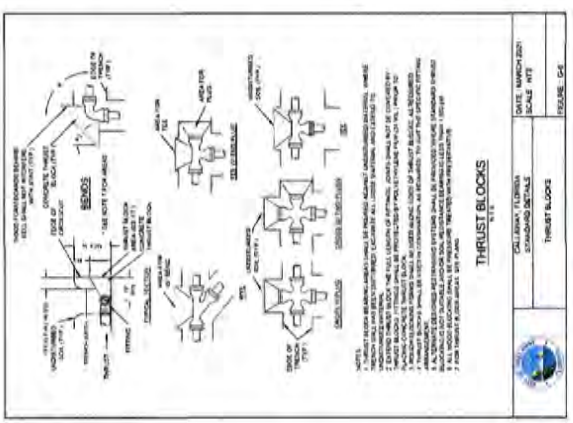
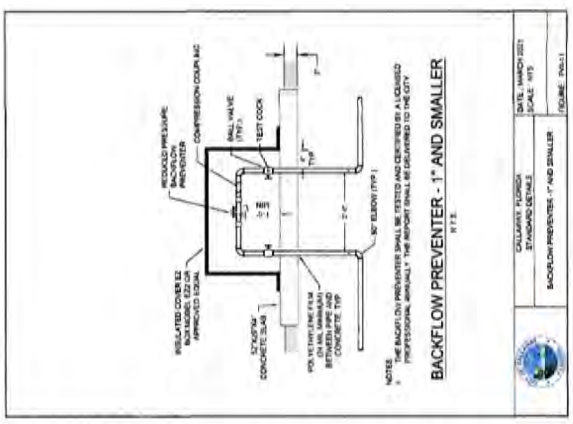
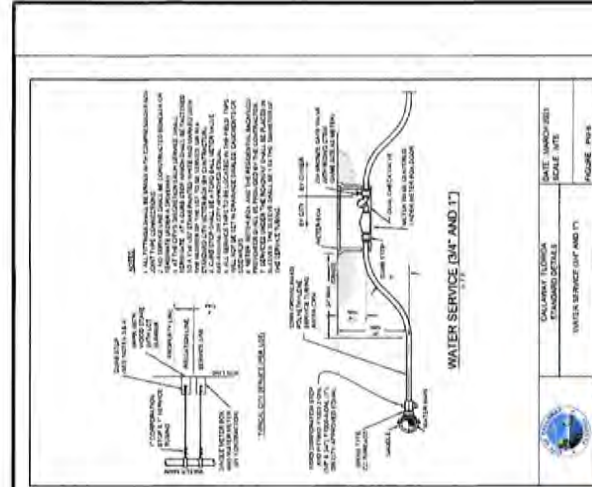
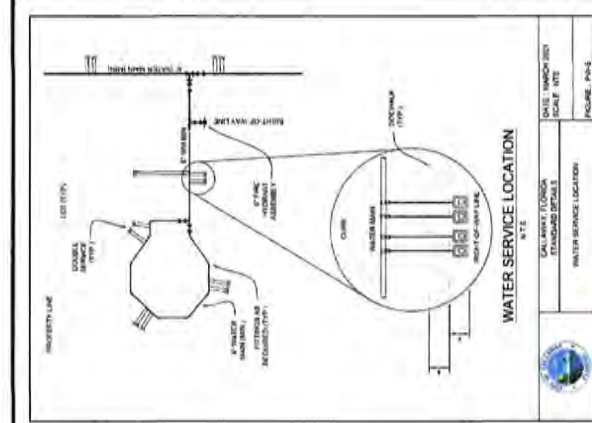
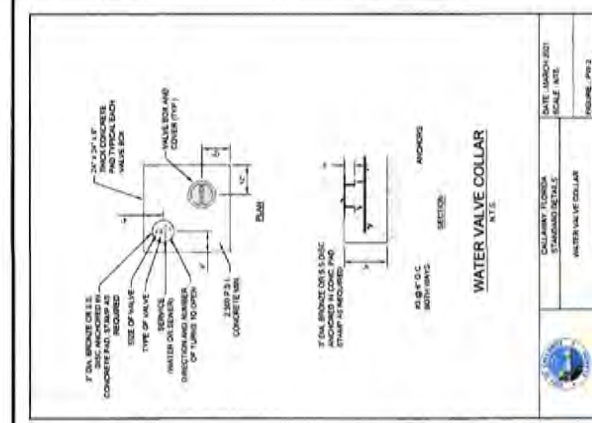
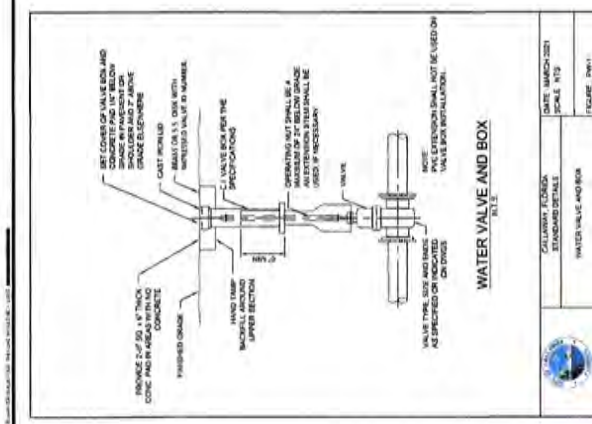
PANHANDLE ENGINEERING, INC.
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 1000 West 10th Street, Suite 100, Oklahoma City, Oklahoma 73101
 (405) 521-5500 • www.panhandle-engineering.com

CONSTRUCTION DETAILS
PARK PLACE
PHASE 3 AND 4
CALLAWAY, FLORIDA

SCALE: AS SHOWN
 DESIGNED BY: JAC
 DRAWN BY: JAC
 CHECKED BY: JAC
 DATE: 01/15/2024
 PROJECT NO.: 2024-001

PROJECT NUMBER: **D3**
 PROJECT NUMBER: **103509**





UTILITY DETAILS
PARK PLACE PHASE 3 AND 4
CALLAWAY, FLORIDA

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FORT WORTH, TEXAS 76116
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REVISIONS

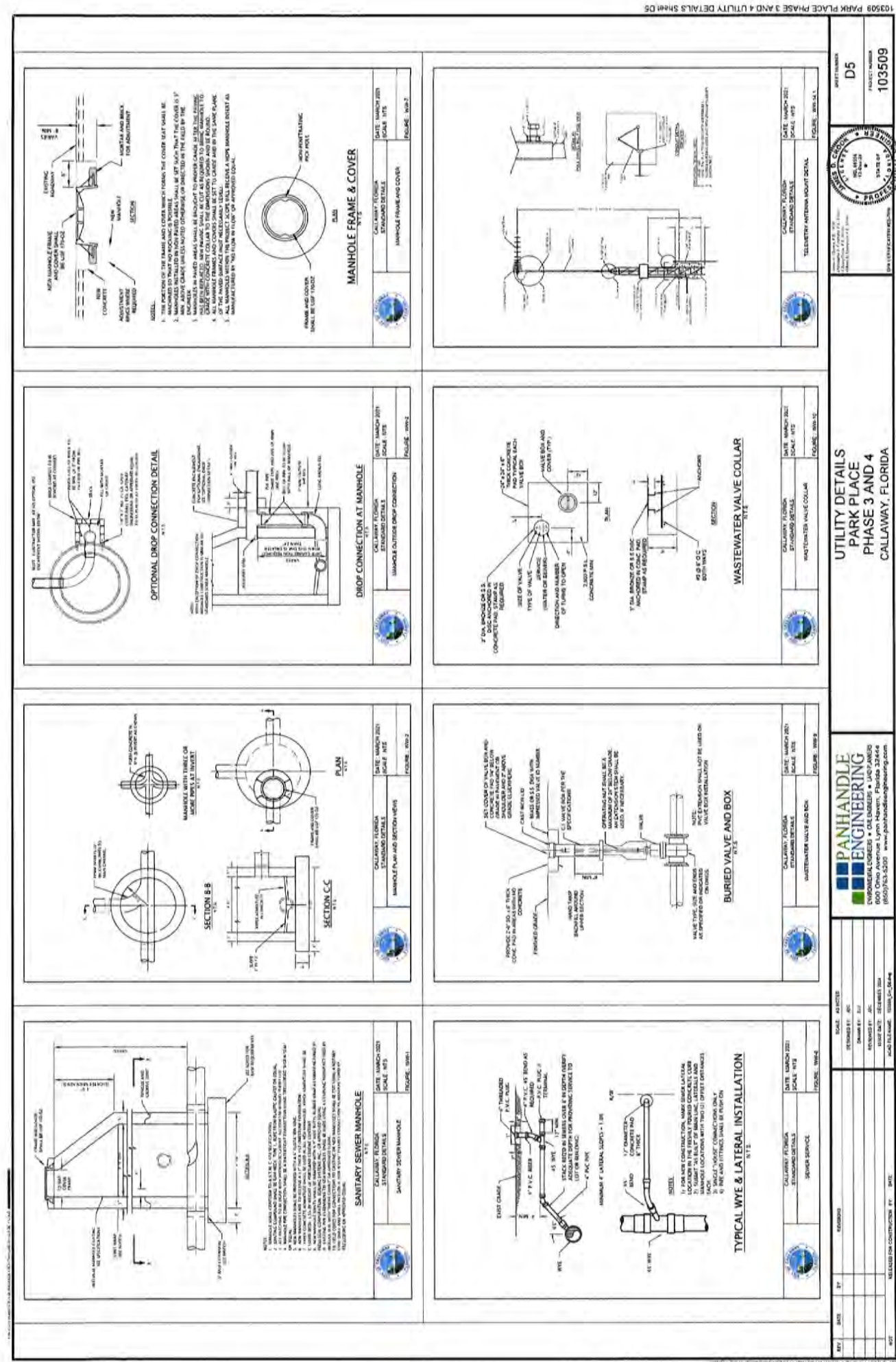
NO.	DATE	BY	REVISIONS
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SCALE: AS SHOWN
MATERIAL: SEE SPECIFICATIONS
DATE: MARCH 2021
SCALE: N.T.S.
FIGURE: PW-1

PROJECT NUMBER: 103509
SHEET NUMBER: D4

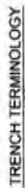
PROJECT LOCATION: PARK PLACE PHASE 3 AND 4, CALLAWAY, FLORIDA

DESIGNED BY: [Name]
CHECKED BY: [Name]
APPROVED BY: [Name]



REV	DATE	BY	REVISIONS
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100			REVISION BY: JEC





TRENCH TERMINOLOGY

	CALIFORNIA FLORIDA STANDARD DETAILS	DATE: MARCH 2011 SCALE: NTS
	FRENCH TECHNOLOGY	PLOURE C&E



TRENCH TYPE "A"

	CALLAWAY IN ORDER	DATE: MARCH 2021
	STANDARD DETAILS	SCALE: NTS
TRENCH TYPE "M"		FIGURE: C-3



COMBINATION AIR VALVE

	CALIFORNIA AIR RESOURCES BOARD STANDARD DETAILS	DATE: MARCH 2021 SCALE: N/A
	COMBINATION AIR VALVE	FIGURE: P1049



OFFSET WASTEWATER COMBINATION AIR VALVE

	CALLAWAY FLORISSA STANDARD DETAILS	DATE: MARCH 2021 SCALE: 48"
	REASTERN VALLEY OF FIRE COMBINATION AIR VALVE	FIGURE: NW 12



TRENCH TYPE "B"

	CALLAWAY TILGION STANDARD DETAILS	DATE: MARCH 2023 SCALE: NTS
	TRIMON TYPE 'B'	FIGURE: C-4



LOCATING WIRE

	UNIVERSITY OF FLORIDA STANDARD DETAILS	DATE: MARCH 2021 SCALE: NTS
	LOCATING LINE	FIGURE: Q-15



1. LOCATION OF PUBLIC WATER SYSTEM MAINS ACCORDANT WITH WATER CODE, F.A.C.

2. The following utility shall allow a minimum separation distance of 12 inches between any public water main and any other utility.

3. Separation Requirements for Public Water System Mains

Utility Type	Minimum Separation (ft)	Minimum Separation (in)	Notes
• Storm Sewers	1.0	12	
• Sanitary Sewers	1.0	12	
• Gas Mains	1.0	12	
• Electric Mains	1.0	12	
• Telecommunications	1.0	12	
• Other	1.0	12	

4. To be used for all public water system mains in accordance with the following requirements:

• All public water system mains shall be installed in accordance with the following requirements:

• All public water system mains shall be installed in accordance with the following requirements:

EXCEPTIONS TO MINIMUM SEPARATION REQUIREMENTS:

Where a minimum separation is not possible, the minimum separation shall be as follows:

• All public water system mains shall be installed in accordance with the following requirements:

• All public water system mains shall be installed in accordance with the following requirements:



LOCATION OF PUBLIC WATER SYSTEM MAINS IN ACCORDANCE WITH WATER CODE, F.A.C.

The following utility shall allow a minimum separation distance of 12 inches between any public water main and any other utility.

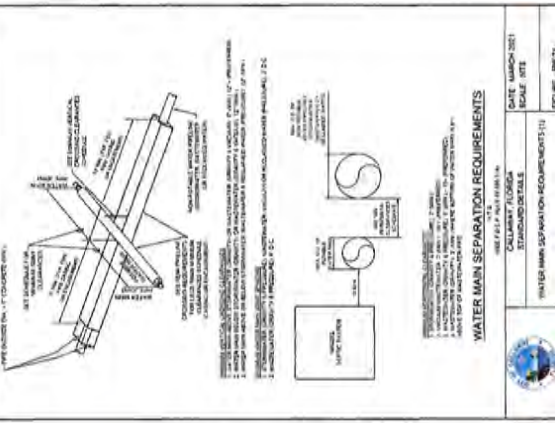
3. Separation Requirements for Public Water System Mains



4. To be used for all public water system mains in accordance with the following requirements:

• All public water system mains shall be installed in accordance with the following requirements:

• All public water system mains shall be installed in accordance with the following requirements:



WATER MAIN SEPARATION REQUIREMENTS

1. All public water system mains shall be installed in accordance with the following requirements:

2. All public water system mains shall be installed in accordance with the following requirements:

62-555.314 (5)

IN ANY CASE, THE SEPARATION DISTANCE BETWEEN ANY PUBLIC WATER MAIN AND ANY OTHER UTILITY SHALL BE AS FOLLOWS:

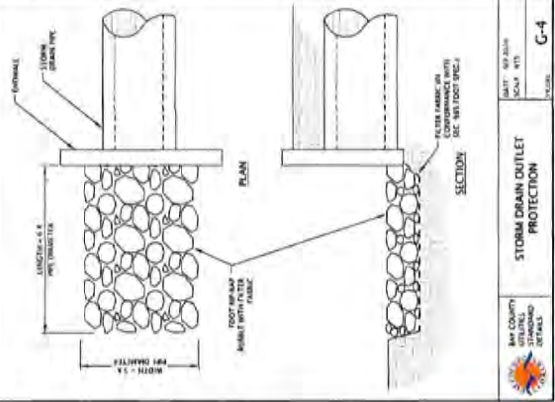
1. USE OF PRESSURIZED PIPE CONFORMING TO THE AMERICAN WATER WORKS ASSOCIATION STANDARD SPECIFICATION FOR PIPE, 19th EDITION, SHALL BE REQUIRED FOR ALL PUBLIC WATER MAINS.

2. USE OF WATER TIGHT CASTING PIPE OR CONCRETE ENCLOSURE AT LEAST FOUR INCHES THICK FOR THE WATER MAIN, AND

3. USE OF PRESSURIZED PIPE CONFORMING TO THE AMERICAN WATER WORKS ASSOCIATION STANDARD SPECIFICATION FOR PIPE, 19th EDITION, SHALL BE REQUIRED FOR ALL PUBLIC WATER MAINS.

F.A.C. 62-555.314 EXCEPTIONS

Utility Type	Minimum Separation (ft)	Minimum Separation (in)	Notes
• Storm Sewers	1.0	12	
• Sanitary Sewers	1.0	12	
• Gas Mains	1.0	12	
• Electric Mains	1.0	12	
• Telecommunications	1.0	12	
• Other	1.0	12	



STORM DRAIN OUTLET PROTECTION

1. All storm drain outlets shall be installed in accordance with the following requirements:

2. All storm drain outlets shall be installed in accordance with the following requirements:

STORM DRAIN OUTLET PROTECTION

1. All storm drain outlets shall be installed in accordance with the following requirements:

2. All storm drain outlets shall be installed in accordance with the following requirements:



STORM DRAIN OUTLET PROTECTION

1. All storm drain outlets shall be installed in accordance with the following requirements:

2. All storm drain outlets shall be installed in accordance with the following requirements:



STORM DRAIN OUTLET PROTECTION

1. All storm drain outlets shall be installed in accordance with the following requirements:

2. All storm drain outlets shall be installed in accordance with the following requirements:

PANHANDLE ENGINEERING

ENVIRONMENTAL ENGINEERS • G.E. ENGINEERS • LANDSCAPE ARCHITECTS

(800) 755-5200 • www.panhandle-engineering.com

UTILITY DETAILS

PARK PLACE

PHASE 3 AND 4

CALLAWAY, FLORIDA

103509

D8

103509

[illegible]

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

DATE: JANUARY 14, 2025

ITEM: DISCUSSION- CITY CLERK AND CITY MANAGER EXPECTATIONS

1. PLACED ON AGENDA BY:
BOB PELLETIER, COMMISSIONER

2. AGENDA:
PRESENTATION ☐
PUBLIC HEARING ☐
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)

COMMISSIONER PELLETIER WOULD LIKE TO DISCUSS EXPECTATIONS AND SET PARAMETERS CONCERNING THE CITY MANAGER AND CITY CLERK POSITIONS

ATTACHMENTS:

- CITY MANAGER JOB DESCRIPTION
- CITY CLERK JOB DESCRIPTION

5. REQUESTED MOTION/ACTION: Set Parameters for City Manager and City Clerk Positions



ADMINISTRATION

CITY MANAGER

Salary Range: \$105,646 - \$193,197
Department: Administrative
Reports To: City Commission
Approved By: City Commission

Date: 8/18/22

SUMMARY:

A highly responsible management position; the chief administrative officer of the City is responsible to the City Commission for the administration of all City affairs as prescribed by City Charter or by ordinances of the City.

POWER AND DUTIES:

- Ensures that all laws, provisions of the Charter, ordinances, policies and procedures of the City, and other acts of the City Commission, subject to administrative enforcement by City staff are faithfully executed.
- Appoints, supervises, disciplines, demotes, suspends or removes any City employee or appointed administrative officer, except the City Clerk and City Attorney, when deemed necessary for the good of the City, subject to City ordinances and resolutions, policies and procedures of the City.
- Directs, supervises and has responsibility for the administration of all departments, divisions, offices and subordinate officers and employees, those powers which are necessary or expedient to the proper management, control and function of such departments, divisions, offices and positions.
- Attends all meetings of the City Commission.
- Recommends to the Commission for adoption of such actions as deemed necessary or expedient in the interest of the City.
- Keeps the City Commission fully advised as to the financial condition and needs of the City monthly, and submits for its consideration an annual budget.
- Performs such other duties as may be prescribed or as may be required by ordinance or resolution, policies and procedures of the City Commission; such as responding timely to Commission questions and implementing as directed Commissions adopted policies, procedures and directives.
- Purchases services, supplies, materials and equipment subject to City ordinances and resolutions; provided that such purchases are otherwise in conformance with the requirements of the City Charter and general law and City policies and procedures.
- Signs such contracts, bonds and agreements of the City as required by the Charter or ordinances of the City, or as approved by the City Commission.
- Responsible for the oversight of collection of all revenues and monies due the City and shall ensure that proper records of such collections are maintained. Has the authority to disburse funds appropriated by the City Commission and shall ensure that proper records of such disbursements are maintained.
- Ensures that a uniform system of accounts in which all financial transactions of the City shall be entered is maintained. Requires the maintenance of a uniform system of accounting for each administrative department, division, office or position of the City, and may audit such accounts at any time.
- Designates a qualified City administrative officer to assume and exercise the power and duties of the office during temporary absences or disability and notify Commission of such designation.

QUALIFICATION REQUIREMENTS:

- Thorough knowledge of municipal programs, services, and functions.
- Ability to comprehend and implement complex rulings, regulations, policies and directives.
- Ability to interact with top level officials and others with tact and diplomacy.
- County residency required within 6-months of employment. Prefer successful candidate live in the City.

EDUCATION AND/OR EXPERIENCE:

- Bachelor's Degree in business related field (Master's Degree preferred).
- Five to ten years of leadership experience including organizational, financial and public relations skills may be substituted for education.
- Working knowledge in urban planning and community redevelopment and experience in administering a community redevelopment plan is preferred.
- Experience as a City Manager is preferred.
- Experience with Grant Administration is required.
- Familiarity with Florida's Sunshine Laws and Ethics is required.

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to stand; walk; sit; use hands and fingers to handle or feel objects, tools or controls; reach with hands and arms; climb or balance, stoop, kneel, crouch, or crawl; talk or hear; and taste or smell. The employee must frequently lift and/or move up to 25 pounds, and occasionally lift up to 50 pounds. Specific vision abilities required by this job include close vision and distance vision.

Work Environment:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee occasionally works near moving mechanical parts. The noise level in the work environment is usually moderate.



ADMINISTRATION

CITY CLERK

Salary Range: \$57,000 – \$94,640
Department: Administration
Reports To: City Commission
Approved By: City Commission: 8/08/23

SUMMARY:

This is highly responsible administrative work in recording and/or maintaining official records, administrative manuals of the City, recording actions of the City Commission and records retention and archiving. This position also performs executive secretarial duties for the City Commission. Work is performed under the executive direction of the City Commission. The City Clerk is appointed by the City Commission and shall hold office at the pleasure of the City Commission. The compensation of the City Clerk shall be as determined by the City Commission.

POWERS AND DUTIES:

- The City Clerk shall give public notice of all City meetings to the Commissioners and the public, as required by law, and shall attend all such meetings in person or by designee and shall keep minutes of the proceedings.
- Coordinate development of agendas for all City Commission and Board meetings to include public notice of same, with Commission, City Manager and Department Heads.
- Prepares minutes of each meeting and reviews for errors and confirmation of City actions prior to submission for approval.
- Attends Commission and board meetings and records all motions, votes, and actions. Designates Records Clerk the responsibility of recording minutes if unable to attend a meeting requiring minutes.
- Maintains official Minute Book.
- Schedules and coordinates special events as well as keeps calendars for the City Commission and all Boards.
- Assist citizens and troubleshoots complaints in areas of responsibility.
- Directs the City's records (public records requests, archiving, etc).
- Records all ordinances, resolutions, contracts and deeds.
- Produce ordinances and resolutions as needed, keep up to date and assign numbers to each. Submit each to City Attorney for review prior to Commission.
- Maintains custody of the City's official seal. Signs documents and affixes seal.
- The City Clerk or his/her designee shall authenticate by signature and be custodian of this Charter, all ordinances, resolutions, contracts and deeds, and other City documents and shall perform such other duties as required by law or by the City Commission.
- Record and publish video for all meetings of the City Commission and boards to the City's website.
- Attests City contracts and agreements.
- Administers oaths, accepts affidavits, and maintains municipal deeds, leases, agreements and other records as required.

- Serves as official Records Management Liaison Officer for City.
- Coordinate and track all Board appointment applications, Commission approval of appointment and expirations, to include background checks.
- Works with the Supervisor of Elections during all municipal elections.
- Bids/RFP's – Coordinate, notice and publish all with City Manager and Department Heads; hold recorded bid openings, produce minutes and finalize all contracts for Commission approval. Notify vendors of award of Bids/RFP's and Keep track of all original bonds submitted with Bids/RFP's, and any subsequent Payment & Performance Bonds required, returning to vendor in a timely manner.
- Perform other duties assigned by the City Commission.

QUALIFICATION REQUIREMENTS:

- To perform this job successfully, an individual must be able to perform each essential duty satisfactorily.
- The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
- The employee filling this position is required to be bonded.
- Required to be Notary Public for State of Florida.
- Ability to read and interpret documents.
- Ability to write routine reports and correspondence.
- Ability to speak effectively before groups, as well as one on one.
- Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals.
- Ability to compute rate, ratio and percent; and to draw and interpret bar graphs.
- Ability to calculate accurately.
- Ability to solve practical problems and to deal with a variety of concrete variables in situations where only limited standardization exists.
- Ability to interpret a variety of detailed and complex instructions furnished in written, oral, diagram, or schedule form.
- Knowledge of the ordinances, policies, and procedures of the City.
- Knowledge of legal requirements, rules and procedures of the City meetings.
- Knowledge of the organization, function and activities of the municipal government.
- Knowledge of office methods, procedures and equipment.
- Must be able to quickly acquire knowledge of the City; legal requirements, rules and procedures of the City meetings; the organization, function, and activities of the municipal government; office methods, procedures, and equipment.
- Ability to plan and supervise the work of clerical subordinates; accurately prepare and report City actions; establish and maintain effective working relationships with City officials, employees, and the general public; meet short and/or emergency deadlines in a competent and efficient manner.
- Any and all other duties as assigned by the City Commission.

EDUCATION AND/OR EXPERIENCE:

- Graduation from an accredited college or university with a Bachelor's degree in Public or Business Administration or related area is preferred.
- Extensive experience in administration, including a minimum of 3 years of supervisory experience. Must be computer literate. Word processing, database and spreadsheet abilities are required.
- Prefer previous work history of taking minutes.
- Master Municipal Clerk Certification required.
- Proficient in Microsoft Office.
- Required to hold a valid Florida Notary Public license.

A comparable amount of training or experience may be substituted for the minimum qualifications.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to stand; walk, sit; use hands and fingers to handle or feel objects, tools or controls; reach with hands and arms; climb or balance, stoop, kneel; talk or hear; and smell. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision and distance vision.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee occasionally works near moving mechanical parts. The noise level in the work environment is usually moderate.

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

DATE: JANUARY 14, 2025

ITEM: DISCUSSION- MOVING CITY ELECTIONS TO NOVEMBER

1. PLACED ON AGENDA BY:

KENNETH AYERS, COMMISSIONER

2. AGENDA:

PRESENTATION	☐
PUBLIC HEARING	☐
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)

COMMISSIONER AYERS WOULD LIKE TO DISCUSS MOVING CITY ELECTIONS FOR MAYOR AND COMMISSIONERS FROM APRIL TO NOVEMBER

5. REQUESTED MOTION/ACTION: DISCUSSION

CITY OF CALLAWAY BOARD OF COMMISSIONERS AGENDA ITEM SUMMARY

DATE: JANUARY 14, 2025

ITEM: ADVISORY BOARD APPOINTMENTS

1. PLACED ON AGENDA BY:

Eddie Cook, City Manager
&
Ashley Robyck, City Clerk

2. AGENDA:

PRESENTATION	☐
PUBLIC HEARING	☐
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 Planning Board has 2 vacant seats due to expired terms.

We've received the following applications:

Planning Board

- Jeffery Carnahan X

Mr. Carnahan has applied for reappointment. The appointment is for a 3-year term ending December 31, 2027.

Applications were received as documented in the attachment, with terms as referenced therein. There is still one seat available and is advertised.

ATTACHMENTS:

- Documentation of Application Received

5. REQUESTED MOTION/ACTION:

Re-appointment of Mr. Carnahan to vacancy as documented.



CITY OF CALLAWAY

ADVISORY BOARD APPLICATION

OFFICE OF THE CITY CLERK
6601 EAST HIGHWAY 22
CALLAWAY, FL 32404
TELEPHONE: (850) 215-6694
WEB: WWW.CITYOFCALLAWAY.COM

☒ NEW APPLICATION

☒ RE-APPLICATION

- ☐ AUDIT COMMITTEE* (5 Members - 4 Citizens for 3-Year Terms, and 1 Commissioner for 2-year Terms)
☐ HALF CENT SALES SURTAX OVERSIGHT COMMITTEE (3-Year Terms, 5 Members)
☒ PLANNING BOARD* (3-Year Terms, 7 Members)
☐ OTHER: _____

Name: CARNATHAN (Last) Jeffrey (First) Long (Middle)

Address: 7752 Shiprock Bay Drive

Mailing Address (if different): _____

Business Address: _____

Occupation: Ret

Home/Cell Ph.: 775 750 8167 Work Ph.: _____

E-mail: Sage.hartsh.58@yahoo.com

Do you reside within the City limits? ☒ Yes ☐ No

- If yes, how long have you resided in the City of Callaway? 1 year

Do you own property in the City of Callaway? ☒ Yes ☐ No

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

Please rank your board preference(s):
1. PLANNING BOARD
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: _____

Why would you like to serve on this board? I HAVE 20+ years in Construction AND WOULD BE A GREAT Benefit to the Planning Board

What special skills would you bring to this position? Lecturing, Public Speaking

Please list fields of work experience: Electrical Engineering, Solar Power

List any licenses and/or degrees (location and year): 1986-1987

Local References (Please list 3):

1. Sharon Howard Hays 509 236 7373
2. Kristen Robins 950 636 1522
3. Stephen B. Binkins 686 6618 1166

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: Jeffrey Wayne Lank Date: 9/6/2022

SCHEDULE OF BOARD MEETINGS

Audit Committee*	As Needed	TBD
Half Cent Surtax Committee	3 rd THURS March & October	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.

Submit application to:

Ashley
Rodriguez
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: JANUARY 14, 2025

ITEM: BUDGET AMENDMENT FOR FY 2025 BOAT RACE ROUND ABOUT

1. PLACED ON AGENDA BY:

EDDIE COOK, CITY MANAGER ,

AND

DAVID SCHULTZ, DIRECTOR OF FINANCE

2. AGENDA:

PRESENTATION	☐
PUBLIC HEARING	☐
OLD BUSINESS	☐
REGULAR	☒

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

On the December 10, 2024 Commission approved the awarding of the bid for Boat Race Round About to Roberts and Roberts for \$746,059. The budget about for FY 2025 was based on prior know information and budgeted at \$590,802 leaving the budget short by \$155,257.

Requesting to increase the budget to match the bid amount by \$155,257. Fund for this project will be paid out of Transportation Impact Fees.

Attachment(s):

Budget Amendment Request form and supporting documents.

4. REQUESTED MOTION/ACTION: Staff requests proceeding with adjusting the Budget to cover the increased cost of the project.

BUDGET Amendment REQUEST

AMOUNTS IN WHOLE DOLLARS

Department Construction in Progress

1/8/2025

[illegible]

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

DATE: JANUARY 14, 2025

ITEM: PLAT REVIEW – FOX GLENN SUBDIVISION- PARCEL ID 06006-035-000

1. PLACED ON AGENDA BY:

Eddie Cook – City Manager

&

Bill Frye, Director of Public Works/Planning

2. AGENDA:

PRESENTATION ☐

PUBLIC HEARING ☐

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)

Scott Bolo, PE and Julius Hardin, Developer are requesting to plat and subdivide the property to be named Fox Glenn off North Fox Avenue.

The Public Works Department and Fire Department have reviewed the Preliminary Plat and have no outstanding issues or concerns. The Planning Department has found that the plans meet the requirements of LDR, and Comprehensive Plan.

The Planning Board met on December 17, 2024, and voted to convey a recommendation of approval to the City Commission.

ATTACHMENTS:

- Preliminary plat of Fox Glenn

5. REQUESTED MOTION/ACTION:

City Commission approval of the Plat for the Fox Glenn Subdivision, as recommended by the Planning Board and Staff.

SYMBOLS AND ABBREVIATIONS

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3	3/4 SECTION
4	SECTION
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95	3/4 SECTION
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98	1/2 SECTION
99	3/4 SECTION
100	SECTION

FOX GLENN SUBDIVISION

A SUBDIVISION OF A PORTION OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 4 SOUTH, RANGE 14 WEST, BAY COUNTY, FLORIDA

PREPARED BY

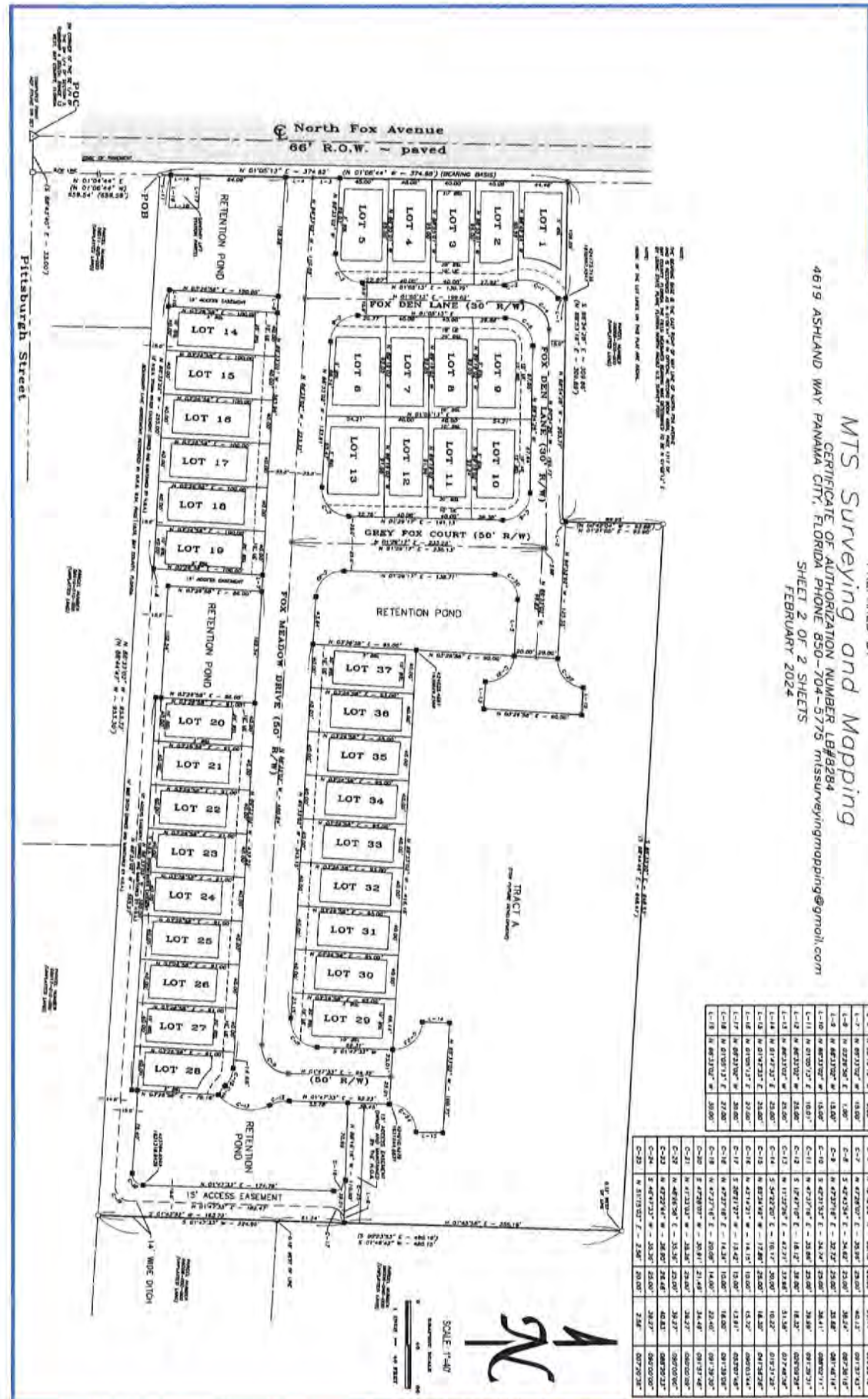
MTS Surveying and Mapping

CERTIFICATE OF AUTHORIZATION NUMBER LB#8284

4619 ASHLAND WAY PANAMA CITY, FLORIDA PHONE 850-704-5775 missurveyingmapping@gmail.com

SHEET 2 OF 2 SHEETS

FEBRUARY 2024



LINE #	BEARING	DISTANCE	AREA	PERIMETER
1-1	N 01°00'00" E	24.11	1.00	1.00
1-2	N 01°00'00" E	24.11	1.00	1.00
1-3	N 01°00'00" E	24.11	1.00	1.00
1-4	N 01°00'00" E	24.11	1.00	1.00
1-5	N 01°00'00" E	24.11	1.00	1.00
1-6	N 01°00'00" E	24.11	1.00	1.00
1-7	N 01°00'00" E	24.11	1.00	1.00
1-8	N 01°00'00" E	24.11	1.00	1.00
1-9	N 01°00'00" E	24.11	1.00	1.00
1-10	N 01°00'00" E	24.11	1.00	1.00
1-11	N 01°00'00" E	24.11	1.00	1.00
1-12	N 01°00'00" E	24.11	1.00	1.00
1-13	N 01°00'00" E	24.11	1.00	1.00
1-14	N 01°00'00" E	24.11	1.00	1.00
1-15	N 01°00'00" E	24.11	1.00	1.00
1-16	N 01°00'00" E	24.11	1.00	1.00
1-17	N 01°00'00" E	24.11	1.00	1.00
1-18	N 01°00'00" E	24.11	1.00	1.00
1-19	N 01°00'00" E	24.11	1.00	1.00
1-20	N 01°00'00" E	24.11	1.00	1.00
1-21	N 01°00'00" E	24.11	1.00	1.00
1-22	N 01°00'00" E	24.11	1.00	1.00
1-23	N 01°00'00" E	24.11	1.00	1.00
1-24	N 01°00'00" E	24.11	1.00	1.00
1-25	N 01°00'00" E	24.11	1.00	1.00
1-26	N 01°00'00" E	24.11	1.00	1.00
1-27	N 01°00'00" E	24.11	1.00	1.00
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1-34	N 01°00'00" E	24.11	1.00	1.00
1-35	N 01°00'00" E	24.11	1.00	1.00
1-36	N 01°00'00" E	24.11	1.00	1.00
1-37	N 01°00'00" E	24.11	1.00	1.00
1-38	N 01°00'00" E	24.11	1.00	1.00

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

DATE: JANUARY 14, 2025

ITEM: **BID AWARD – CM2024-22 BEACON POINT PLAZA CONSTRUCTION- NORTH OUTPARCEL**

1. PLACED ON AGENDA BY:

Eddie Cook, City Manager
&
Ashley Robyck, City Clerk

2. AGENDA:

PRESENTATION ☐
PUBLIC HEARING ☐
OLD BUSINESS ☐
REGULAR ☒

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

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

Staff issued an Invitation to Bid on Wednesday November 6, 2024 with a closing date of Friday December 20, 2024. Five Bids were received as follows:

-Holley Development \$1,556,560.00 60 day completion
-JNB Contracting \$1,852,000.00 270 day completion
-BGN Contractors Inc \$1,735,586.89 270 day completion
-Anderson Construction \$1,258,774.00 270 day completion
-Culpepper Construction \$2,230,000.00 270 day completion

Staff recommendation is to approve award to Anderson Construction in the not-to-exceed amount of \$1,258,774.00 contingent on state approval and authorization.

ATTACHMENTS:

- BID CERTIFICATION FORM
- AGREEMENT

5. REQUESTED MOTION/ACTION: Award of Agreement for Bid No. CM2024-22 to Anderson Construction for the not-to-exceed amount of \$1,258,774.00.

BID/RFP CERTIFICATION FORM
CITY OF CALLAWAY
BEACON POINTE PLAZA REHABILITATION PROJECT
BID NO.: CM2024-22

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 **BEACON POINTE PLAZA REHABILITATION PROJECT – NORTH OUTPARCEL BID NO.: CM2024-22**, for the Total Sum(s) as follows (*totals must match attached breakdown of costs for each Part*): One Million Two Hundred Fifty-Eight Thousand Seven Hundred Seventy-Four Dollars (\$1,258,774).
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.

270
(Maximum 60 Calendar Days)
6. The City reserves the right to accept any or all prices itemized in any combination that best serves the interests of the City. The City further reserves the right to accept or reject any of the components of this Proposal, including alternates.
7. BIDDER HEREBY ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDUMS: 1-6

BEACON POINTE PLAZA REHABILITATION PROJECT – NORTH OUTPARCEL**Bid No.: CM2024-22**

Proposed rehabilitation activities will not change the size or capacity of existing structures by more than 20 percent and the activities do not involve a change in land use.

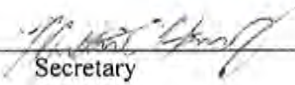
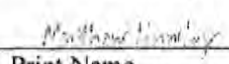
ITEM	DESCRIPTION	QTY	UNIT	AMOUNT
A.	REHABILITATION OF 5,000 SF OUTPARCEL - Reconstruction +/- 5,000 sf of outparcel building into 3 suites of approximately 1,667 sf each with drive-thru located on the east side of the building - Reconstruction of the existing pylon sign	1	EA	\$ 1,170,661
SUBTOTAL				1,170,661
BONDS AND INSURANCE (2%)				25,175
MOBILIZATION AND GENERAL CONDITIONS (MAXIMUM 5%)				62,938
TOTAL BID SUBMISSION				\$ 1,258,774

Name of Bidder: Anderson Construction Company of North FloridaBusiness structure: ☒ Corporation, () Partnership, () Individual, () Other: _____

If a Partnership: _____

Name(s) of Partner(s): _____

If a Corporation: _____

Incorporated in State of: Florida Date of Incorporation: 2003Unique Entity Identifier Number: 52-2388318Business Address: 1729 St Andrews BlvdCity: Panama City State: FL Zip: 32405Telephone Number: 850-215-5060 Fax: () n/aSubmitted By: Garrett AndersonAffix Corporate Seal
(If Corporation)(Print)
Title: PresidentSignature: ATTEST: 
SecretaryBy: 
Print Name

State of Florida
County of Bay

The foregoing instrument was acknowledged before
me by means of ☒ Physical Presence or
☐ Online Notarization

The foregoing instrument was acknowledged before me this 20 day of Dec, 2024 by Garrett Anderson,
who is personally known to me or who presented _____ as identification, and who (did) (did not) take
an oath.

Stephanie Douglas
[Signature of Notary Public]

Stephanie Douglas
[Printed, typed or stamped name of Notary Public]

Contractor MBE/WBE/VOB Status (Check all that apply):

- ☐ Minority Business Enterprise
- ☐ Women's Business Enterprise
- ☐ Veteran-Owned Business
- ☒ Not a Minority Business Enterprise, Women's Business Enterprise, or Veteran Owned Business



**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.**

*****PLEASE NOTE THAT SECTION 3 FORMS MUST BE SUBMITTED WITH THE BID PACKAGE*****

CITY OF CALLAWAY
BEACON POINTE PLAZA REHABILITATION PROJECT – NORTH OUTPARCEL
BID NO.: CM2024-22

This Agreement made as of this 14th day of, January, 2025, by and between the **City of Callaway**, Florida - (the "CITY"), and **Anderson Construction**, authorized to do business in the State of Florida (the "CONTRACTOR"), and whose address is **PO Box 16226, Panama City Fl 32404**
Phone: **850-215-5060**

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 construction of the Beacon Pointe Plaza, which is supported by U.S Department of Housing and Urban Development (HUD) Community Development Block Grant – Disaster Recovery (CDBG-DR) for **BID NO. CM2024-12 – BEACON POINTE PLAZA REHABILITATION PROJECT – NORTH OUTPARCEL**.

CONTRACTOR shall comply with, and shall ensure that all subcontractors comply with, all applicable procedures, guidelines, manuals, standards, and directives as described in EXHIBIT A: Required Contract Terms & Conditions – Hometown Revitalization Subrecipient Agreement M0038; EXHIBIT B: HUD-4010 – Federal Labor Standards Provisions and Davis Bacon Wage Decision; EXHIBIT C: Minority Business Enterprises and Women's Business Enterprises; EXHIBIT D: Environmental Review Record Required Mitigation Measures and Conditions; and EXHIBIT E: Section 3 Clause and Section 3 Required Forms.

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.

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 270 consecutive calendar days, unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.

ARTICLE 3 - PAYMENTS TO CONTRACTOR

- A. The CITY shall pay to the CONTRACTOR for services satisfactorily performed **\$1,258,774.00**, 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. Five percent (5%) 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.
- E. PROHIBITION OF CONTINGENCY FEES – Pursuant to Florida Statutes, no person may, in whole or in part, pay, give, or receive, or agree to pay, give, or receive, a contingency fee. However, this subsection does not apply to claims bills. Any person who violates this section commits a misdemeanor of the first degree, punishable as provided in fs. 775.082 or 775.083.

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 any time.

ARTICLE 10 - LIQUIDATED DAMAGES

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

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

ARTICLE 11 - ARREARS

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

ARTICLE 12 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

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

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

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

If the CONTRACTOR has questions regarding the application of Chapter 119, Florida Statutes, to the CONTRACTOR'S duty to provide public records relating to this contract, contact the custodian of public records, Audra Boswell, City Clerk, at 850-215-6694, email at arobyck@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 Qualifications,
- B. Special Instructions and Conditions,

- C. General Instructions and Conditions,
- D. Minimum Technical Specifications,
- E. Bid Forms
 - RFQ Affidavit
 - Conflict of Interest Disclosure Form
 - Equal Opportunity Report Statement
 - Certification Regarding Lobbying
 - Non-Collusion Certification
 - Public Entity Crimes Statement,
- F. Addenda (if any),
- G. Change Orders (if any),
- H. Notice of Award
- I. Notice to Proceed
- J. EXHIBIT A: Required Contract Terms & Conditions – Hometown Revitalization Subrecipient Agreement M0038
- K. EXHIBIT B: HUD-4010 – Federal Labor Standard Provisions and Davis Bacon Wage Decision
- L. EXHIBIT C: Minority Business Enterprises and Women’s Business Enterprises
- M. EXHIBIT D: Environmental Review Record Required Mitigation Measures and Conditions
- N. EXHIBIT E: Section 3 Clause and Section 3 Required Forms

- RFQ Affidavit of Solvency
- Claims/Liens/Litigation History
- Certification Regarding Debarment
- Certification of Non-Segregated Facilities
- Drug-Free Workplace Certification
- Truth in Negotiation Certification

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: Ashley Robyck, City Clerk
 Phone: (850) 215-6694
 Email: arobbyck@cityofcallaway.com

With a copy to: Kevin D. Obos, Esq. City Attorney
 Hand Arendall Harrison Sale, LLC

304 Magnolia Avenue
Panama City, FL 32401
Phone: (850) 769-3434
Fax: (850) 769-6121

and if sent to the CONTRACTOR shall be mailed to:

Contractor: _____
Attn: _____
Address: _____

Phone: _____
E-Mail: _____

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: _____
Ashley Robyck
City Clerk

By: _____
Pamn Henderson, Mayor

Contractor Witnesses:

Contractor:

Witness: _____
Name

Signature

Business Name

By: _____
Signature

Print Name and Title

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

KEVIN D. OBOS, HAND ARENDALL HARRISON SALE
CITY ATTORNEY