



CITY OF CALLAWAY BOARD OF COMMISSIONERS

TUESDAY, JANUARY 28, 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 "AMENDED"

CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATION

Presentation - Nina Ward, Bay County Supervisor of Elections

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

- **January 14, 2025** Regular Meeting
- **Financial Statements** December 2024

REGULAR AGENDA

- | | |
|----------------------------------|---|
| 1. Budget Amendment | Beacon Point Demolition Dumpster & Payment |
| 2. Budget Amendment | LAP-West Cherry Street Sidewalk |
| 3. Change Order | Tetra Tech- Change Order #13 |
| 4. Advisory Board Appointment | Planning Board |
| 5. Municipal Elections Agreement | Supervisor of Elections |
| 6. Bid Award | LS2025-01 Gore Park Community Center |
| 7. Bid Award | CM2024-22 Tyndall Beautification-Parker Medians |

COMMISSION/STAFF COMMENTS ANNOUNCEMENTS

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

- | | | |
|---------------------|------------------------------------|-----------|
| • February 04, 2025 | Planning Board Meeting (Potential) | 6:00 p.m. |
| • February 11, 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).

**CITY OF CALLAWAY
BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
JANUARY 14, 2025– 6:00 P.M.**

The City of Callaway Commission met in a Regular Session on January 14, 2025. In attendance were Pamn 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; and Brent Clayton, Leisure Services Foreman.

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

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

Mike Lozon with the Bay County Veteran's Society presented plaques to the City of Callaway and Callaway Leisure Services for their support with the Vietnam Traveling Wall That Heals.

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

Commissioner Pelletier asked to withdraw item #7.

APPROVAL OF MINUTES

December 10, 2024

Regular Meeting

City Clerk Robyck advised that on the motion to approve the minutes, it states the minutes of December 10, 2024 and should say November 19, 2024.

Motion:

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

PUBLIC HEARING

Ordinance 1108- Rezoning 247 N Hwy 22A, 2nd 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.**

Mayor Henderson advised that this is a correction of an error when zoning was done many years ago.

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. Hwy 22A The motion carried unanimously upon roll-call vote.

REGULAR AGENDA

Resolution 25-01 LAP Agreement- Cherry Street West Sidewalks

City Attorney Obos read the Resolution as follows:

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.

City Manager Cook advised that this will be sidewalks on Cherry Street from Tyndall Parkway to Bob Little Road and that engineering is done, this is for CEI and construction. He also advised that this is funded 100% by grant money.

Mayor Henderson called for Public Participation, there was none.

Motion:

Motion made by Commissioner Griggs and seconded by Commissioner Davis to approve Resolution 25-01 LAP Agreement for Cherry Street West Sidewalks. The motion carried unanimously upon roll-call vote.

Resolution 25-02- Code Enforcement Nuisance Abatements

City Attorney Obos read the resolution as follows:

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.

City Manager Cook advised that this is due to clean-up.

Commissioner Griggs asked if this was a tax lien. City Manager Cook and City Attorney Obos confirmed.

Mayor Henderson called for Public Participation, there was none.

Motion:

Motion made by Commissioner Davis and seconded by Commissioner Griggs to approve Resolution 25-02 Code Enforcement Nuisance Abatement. The motion carried unanimously upon roll-call vote.

Resolution 25-03- Transportation Alternative Program- South Gay Avenue Sidewalks

City Attorney Obos read the resolution as follows:

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

City Manager Cook advised that every year we have to apply for LAP grants, and this is the beginning of the process. The City has been successful in previous east and west sidewalks but north to south we only have Tyndall Parkway and Berthe Avenue and South Gay would be the last street to connect those sidewalks.

Mayor Henderson asked if we should take out the word “continue” from the resolution. City Manager Cook advised that he will check with the engineer.

Commissioner Pelletier stated that he thinks this will be a good project.

Mayor Henderson also advised that letters of support help the city and there were some available for citizens to sign.

Mayor Henderson called for Public Participation,

Anna Pelletier, 7724 Shadow Bay Drive, asked about the timeframe to sign the letter of support. Mayor Henderson advised.

Motion:

Motion made by Commissioner Ayers and seconded by Commissioner Griggs to approve Resolution 25-03 TAP- South Gay Avenue Sidewalks. The motion carried unanimously upon roll-call vote.

Development Order Review- 5824 Cherry Street

Bill Frye, Director of Public Works/Planning reviewed the development order. He advised that it will be platted and individually owned. He advised that the retention will be owned by the end unit. He advised that the only thing that will be dedicated to the city is a twelve-inch stormwater pipe that could be used in the future on Gay Avenue.

Commissioner Griggs stated that he noticed they will be responsible for tying into Cherry Street. Director Frye confirmed. He also asked about the fencing. Director Frye addressed buffering requirements.

Mayor Henderson called for Public Participation, there was none.

Motion:

Motion made by Commissioner Ayers and seconded by Commissioner Davis to approve the Development Order for 5824 Cherry Street. The motion carried unanimously.

Development Order Review- Park Place Phase 3 & 4

Director Frye reviewed the development order for Park Place Phase 3 & 4. He advised that it will be more of the same that is currently at the Park Place subdivision. He advised that the roads will be dedicated to the city and the HOA will take care of maintenance of the right of ways of the ponds. He advised that they will use 1.845 acres of their land bank for the playground and green space requirement.

Commissioner Pelletier commented that the city approved Ordinance 1066 regarding playgrounds in 2022 and advised that he did not see a playground in this project. Discussion ensued regarding the LDR changes and the Land Agreement with St. Joe.

Director Frye advised that the entire project is 113 acres but only 37 will be developed due to the rest being wetlands so there will be open space will be left untouched.

Commissioner Pelletier asked if we have taken over the rest of the roads. Director Frye confirmed, and City Attorney Obos advised that they are dedicated to the city as they as platted.

Mayor Henderson called for Public Participation;

Teresa Langston, 6031 Lance Street, commented on the agreement & playground requirement, and commented on traffic issues on Highway 22.

Anna Pelletier, 7724 Shadow Bay Drive, commented on the playground issue and the size of the current pool. She also commented on the ordinance that revised the playground requirement.

Commissioner Griggs commented on the land agreement and what was required when the agreement was signed.

Mayor Henderson advised that we cannot just back out of a contract or we would be in breach of that contract. Discussion ensued.

Sheri Clark, 6206 Boat Race Road, asked if developers are required to put in a street light when they build these large developments. Commissioner Ayers advised it is a state road and a traffic study would have to be done and it would be up to traffic management. Discussion ensued.

Motion:

Motion made by Commissioner Griggs and seconded by Commissioner Ayers to approve the Development Order for Park Place Phase 3 & 4. The motion carried unanimously.

Discussion- City Clerk and City Manager Expectations

This item was withdrawn.

Discussion- Moving City Elections to November

Commissioner Ayers advised that currently, the City elections are in April and he would like to see them moved to November citing higher turnouts and saving money spent on City elections. City Attorney Obos advised that it does not require a charter amendment as election dates are statutorily exempt from charter amendments so Commission could do it by ordinance.

Mayor Henderson advised that she spoke with some people from Panama City Beach who just went through this and she was told that the City Clerk was no longer involved in city elections and asked if that would be the same for Callaway. City Attorney advised that there will still be a canvassing board and we would still get our certified results from the Supervisor of Elections as we do now. City Clerk Robyck advised that currently, the City Clerk and Administrative Support Clerk are the canvassing board members for the city.

Commissioner Pelletier advised that he tried to have Nina Ward come tonight but she was out of town and can come at a later date. He commented that the problem he sees is that this will only affect the turnout of wards III, IV, & Mayor since the other two wards will not be in the same year as the Presidential election. Discussion ensued.

Mayor Henderson called for Public Participation;

Anna Pelletier, 7724 Shadow Bay Drive, asked about the cost to participate in early voting and as a poll worker she has noticed a number of people only voting for the President in those elections.

Teresa Langston, 6031 Lance Street, commented that if the City wants to save money with elections, they should just have one election for all wards and Mayor and does not agree with changing when it is done now.

Don Hennings, 431 Tanya Pass, stated that he is against it and should keep it how it is now.

Sheri Clark, 6206 Boat Race Road, stated she does not agree and does not think it should change.

Citizen, 1911 Tyndall Drive, asked about the differences in percentages of voters.

Jesse Jordan, 282 Hugh Thomas Drive, stated that she believes this would be unfair to the wards that are not in the same year as a Presidential election.

Direction was to have the Supervisor of Elections attend the next regular Commission meeting to discuss.

Board Appointment- Planning Board

City Manager Cook advised that Mr. Carnahan has reapplied for his position on the Planning Board for a three-year term to expire on December 31, 2027.

Mayor Henderson called for Public Participation; there was none.

Motion:

Motion made by Commissioner Ayers and seconded by Commissioner Pelletier to approve the appointment of Jeffery Carnahan to the Planning Board for a 3-year term expiring December 31, 2027. The motion carried unanimously.

Budget Amendment- Boat Race Road Round-a-Bout

City Manager Cook advised that on December 10 Commission approved the contract for the Round-a-Bout for \$746,059. The budget for fiscal year 2025 was based on prior information and budgeted \$590,802 leaving a shortage of \$155,257 and this is requesting the increase. He also advised that in

previous years while working on this, we budgeted \$750,000 but only decreased it after receiving the cost opinion.

Mayor Henderson that transportation impact fees can only be used for certain things and must be spent in a reasonable amount of time and this is a good way to use them.

Mayor Henderson called for Public Participation; there was none.

Motion:

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

Preliminary Plat Review- Fox Glenn Subdivision

Director Frye reviewed the preliminary plat and advised that this has been reviewed by an independent surveyor as required and reviewed by DRMP for compliance to our code.

Commissioner Griggs asked about an update on the total development including the property north of this. Scott Bolo, P.E., addressed.

Motion:

Motion made by Commissioner Ayers and seconded by Commissioner Griggs to approve the Preliminary Plat Review of Fox Glenn Subdivision. The motion carried unanimously.

Bid Award-Beacon Point Plaza- North Outparcel

City Manager Cook advised that as a result of the rebid for Beacon Point for the outparcel, five bids were received. Anderson Construction was the lowest bidder at \$1,258,774.00 with a 270 day completion. The city completed the demolition and received payment from the owner on Friday.

Commissioner Pelletier advised that he did not see the 270 days in the contract and substantial completion. City Attorney Obos addressed.

Commissioner Griggs noted that in Article 5 of the contract it calls for final completion in 270 days and asked about one bid noting 60 days. City Attorney Obos addressed. Discussion ensued regarding the bid certification form stating a maximum of 60 days and the city's right to waive informalities such as that.

Mayor Henderson called for Public Participation;

Jason Holley, Holley Development, advised that he was the only responsible bidder due to the number of days to completion on the bid certification form and him being the only company to put 60 days. He also stated that some architectural pages from the plans were missing until he asked about them and they could not have been more responsible. Discussion ensued.

Motion:

Motion made by Commissioner Griggs and seconded by Commissioner Ayers to reject all proposals and rebid the project. The motion carried unanimously.

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

Pamn Henderson, Mayor

- Events attended
- FDOT Meeting regarding Callaway Elementary
- Governor DeSantis Visit to Callaway Elementary
- Public Meeting- Bay County Safety Plan Thursday Jan. 16
- Berthe Bridge

Scott Davis, Commissioner, Ward I

- Soliciting Requirements

David Griggs, Commissioner, Ward II

- Importance of letters of support

Bob Pelletier, Commissioner, Ward III

- Asked if information on letters of support could be put in newsletter if possible next time

Kenneth Ayers, Commissioner, Ward IV

- Events attended
- Meeting with Jimmy Patronis regarding City's financial position
- Compliments to City Manager regarding Berthe Bridge

Eddie Cook, City Manager

- Berthe Bridge update
- Minneola Street Opening
- Berthe Spillway update
- Community Center bid
- Tyndall Beautification bid
- Legislative Paving project update
- Beacon Point update
- Cemetery update
- Veteran's fence update
- Cherry Street update

ANNOUNCEMENTS

Mayor Henderson read the announcements as follows:

- | | | |
|--------------------|-------------------------------------|-----------|
| • January 19, 2025 | Callaway Historical Society Meeting | 2:00 p.m. |
| • January 21, 2025 | Planning Board Meeting (Potential) | 6:00 p.m. |
| • January 28, 2025 | Commission Meeting | 6:00 p.m. |

PUBLIC PARTICIPATION

Anna Pelletier, 7724 Shadow Bay Drive, asked about bidding out for vinyl fencing versus wood fencing at the cemetery. City Manager Cook addressed.

Jesse Jordan, 282 Hugh Thomas Drive, recommended sending the letter of support via email.

ADJOURNMENT

There being no further business, the meeting was adjourned at 8:18 p.m.

Attest: _____
Pamn Henderson, Mayor

Ashley Robyck, City Clerk



**Financial Statements
Unaudited
For Period Ended
December 31, 2024**



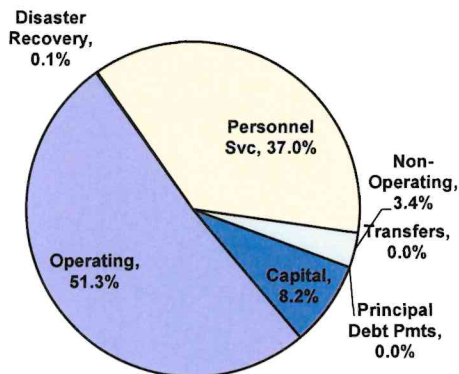
CITY OF CALLAWAY

Fiscal Year 2025

BUDGET-IN-BRIEF as of December 31, 2024

25.0 % of Year Elapsed

YTD-Citywide Expense Allocation



General Fund Revenues

Revenues	Budget	Year-to-Date	%
Ad valorem Taxes	2,414,572	1,725,548	71.5%
Other Taxes	2,230,749	624,330	28.0%
Permits, Fees, & Licenses	1,482,474	387,077	26.1%
Grants & Shared Revenue**	5,650,737	607,045	10.7%
FEMA Public Assistance	-	-	0.0%
Financing Proceeds	-	-	0.0%
Service Charges	262,602	68,432	26.1%
Judgements, Fines, & Forfeits	51,500	22,683	44.0%
Interest & Other Earnings	496,700	109,099	22.0%
Rents & Royalties	79,796	13,941	17.5%
Sales of Fixed Assets	-	2,796	0.0%
Contributions & Donations	900	316	0.0%
Miscellaneous Revenue	1,940	9,117	470.0%
Transfers In	1,245,899	-	0.0%
Total Revenues	\$ 13,917,869	\$ 3,570,386	25.7%

General Fund Expenditures

Expenditures	Budget	Year-to-Date	%
Executive (Commission)	56,550	14,344	25.4%
City Manager	251,630	57,785	23.0%
Finance	447,380	80,805	18.1%
Legal	58,500	13,100	22.4%
Code Enforcement	426,391	63,054	14.8%
Information Technology	95,907	25,377	26.5%
City Clerk	158,688	22,618	14.3%
Elections	-	-	0.0%
General Government	3,309,123	221,879	6.7%
Human Resources	96,311	20,671	21.5%
Law Enforcement	2,656,718	664,180	25.0%
Fire Department	2,409,351	553,779	23.0%
Emergency & Disaster Relief	116,045	4,214	3.6%
Utility Billing	-	-	0.0%
Streets	1,328,547	321,043	24.2%
Maintenance Shop	295,145	66,685	22.6%
Leisure Services	2,177,690	403,116	18.5%
Cost Allocation Transfers	(862,966)	(215,742)	25.0%
Interest Expense	-	-	0.0%
Transfers/Payments	896,859	-	0.0%
Total Expenditures	\$ 13,917,869	\$ 2,316,908	16.6%

General Fund Increase/Decrease to Fund Balance

	Budget	Year-to-Date
Incr / (Decr) to Fund Balance	-	1,253,478

Community Redevelopment Fund

	Budget	Year-to-Date	%
Revenues & Trfrs In	2,565,711	1,143,791	0.0%
Expenditures	3,184,707	86,375	2.7%
Incr / (Decr) to Fund Balance	(618,996)	1,057,416	

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	20,351,273	-	0.0%
1/2 Cent Infrastructure Tax	2,044,744	502,804	24.6%
Total Revenues and Trans In	22,396,017	502,804	2.2%
Expenditures	26,489,870	87,168	0.3%
Incr / (Decr) to Fund Balance	(4,093,853)	415,636	

Water Fund

	Budget	Year-to-Date	%
Revenues & Trfrs In	4,350,859	1,055,464	24.3%
Expenses & Trfrs Out	4,054,455	808,919	20.0%
Incr / (Decr) to Net Assets	296,404	246,545	

Sewer Fund

	Budget	Year-to-Date	%
Revenues & Trfrs In	6,935,644	1,494,153	21.5%
Expenses & Trfrs Out	6,855,169	990,798	14.5%
Incr / (Decr) to Net Assets	80,475	503,354	

Solid Waste Fund

	Budget	Year-to-Date	%
Revenues	1,118,968	289,687	25.9%
Expenses & Trfrs Out	833,599	120,587	14.5%
Incr / (Decr) to Net Assets	285,369	169,100	

Citywide Increase/Decrease to Fund Balance / Net Assets

	Budget	Year-to-Date
Incr / (Decr) to Fund Balance/Net Assets	(4,050,601)	3,645,529



CITY OF CALLAWAY

Fiscal Year 2025

BUDGET-IN-BRIEF Quarterly Summary as of December 31, 2024

25.0 % 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	\$ 1,725,548	\$ -	\$ -	\$ -	\$ 1,725,548	\$ 689,024	71.5%	
Other Taxes	2,230,749	624,330	-	-	-	624,330	1,606,419	28.0%	
Permits, Fees, & Licenses	1,482,474	387,077	-	-	-	387,077	1,095,397	26.1%	
Grants & Shared Revenue**	5,650,737	607,045	-	-	-	607,045	5,043,692	10.7%	
FEMA Public Assistance	-	-	-	-	-	-	-	#DIV/0!	
Financing Proceeds	-	-	-	-	-	-	-	0.0%	
Service Charges	262,602	68,432	-	-	-	68,432	194,170	26.1%	
Judgements, Fines, & Forfeits	51,500	22,683	-	-	-	22,683	28,817	44.0%	
Interest & Other Earnings	496,700	109,099	-	-	-	109,099	387,601	22.0%	
Rents & Royalties	79,796	13,941	-	-	-	13,941	65,855	17.5%	
Sales of Fixed Assets	-	-	-	-	-	-	-	0.0%	
Sales of Scrap	-	2,796	-	-	-	2,796	(2,796)	0.0%	
Contributions & Donations	900	316	-	-	-	316	584	0.0%	
Miscellaneous Revenue	1,940	9,117	-	-	-	9,117	(7,177)	470.0%	
Transfers In	1,245,899	-	-	-	-	-	1,245,899	0.0%	
Total Revenues	\$ 13,917,869	\$ 3,570,386	\$ -	\$ -	\$ -	\$ 3,570,386	\$ 10,347,483	25.7%	

General Fund Expenditures									
Expenditures	Budget	1st QTR	2nd QTR	3rd QTR	4th QTR	Year-to-Date	Variance	%	
Executive (Commission)	\$ 56,550	\$ 14,344	\$ -	\$ -	\$ -	\$ 14,344	\$ 42,206	25.4%	
City Manager	251,630	57,785	-	-	-	57,785	193,845	23.0%	
Finance	447,380	80,805	-	-	-	80,805	366,575	18.1%	
Legal	58,500	13,100	-	-	-	13,100	45,400	22.4%	
Code Enforcement	426,391	63,054	-	-	-	63,054	363,337	14.8%	
Information Technology	95,907	25,377	-	-	-	25,377	70,530	26.5%	
City Clerk	158,688	22,618	-	-	-	22,618	136,070	14.3%	
Elections	-	-	-	-	-	-	-	0.0%	
General Government	3,309,123	221,879	-	-	-	221,879	3,087,244	6.7%	
Human Resources	96,311	20,671	-	-	-	20,671	75,640	21.5%	
Law Enforcement	2,656,718	664,180	-	-	-	664,180	1,992,538	25.0%	
Fire Department	2,409,351	553,779	-	-	-	553,779	1,855,572	23.0%	
Emergency & Disaster Relief	116,045	4,214	-	-	-	4,214	111,831	0.0%	
Utility Billing	-	-	-	-	-	-	-	0.0%	
Streets	1,328,547	321,043	-	-	-	321,043	1,007,504	24.2%	
Maintenance Shop	295,145	66,685	-	-	-	66,685	228,460	22.6%	
Leisure Services	2,177,690	403,116	-	-	-	403,116	1,774,574	18.5%	
Cost Allocation Transfers	(862,966)	(215,742)	-	-	-	(215,742)	(647,224)	25.0%	
Interest Expense	-	-	-	-	-	-	-	0.0%	
Transfers & Loan Payments	896,859	-	-	-	-	-	896,859	0.0%	
Total Expenditures	\$ 13,917,869	\$ 2,316,908	\$ -	\$ -	\$ -	\$ 2,316,908	\$ 11,600,961	16.6%	

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	\$ -	\$ 1,253,478	\$ -	\$ -	\$ -	\$ 1,253,478	\$ (1,253,478)		

Community Redevelopment Fund									
	Budget	1st QTR	2nd QTR	3rd QTR	4th QTR	Year-to-Date	Variance	%	
Revenues & Trfrs In	2,565,711	1,143,791	-	-	-	1,143,791	1,421,920	0.0%	
Expenditures	3,184,707	86,375	-	-	-	86,375	3,098,332	2.7%	
Incr / (Decr) to Fund Balance	\$ (618,996)	\$ 1,057,416	\$ -	\$ -	\$ -	\$ 1,057,416	\$ (1,676,412)		



CITY OF CALLAWAY

Fiscal Year 2025

BUDGET-IN-BRIEF Quarterly Summary as of December 31, 2024

25.0 % of the Year Elapsed

Capital Projects Fund								
	Budget	1st QTR	2nd QTR	3rd QTR	4th QTR	Year-to-Date	Variance	%
Revenues & Trfrs In	20,351,273	-	-	-	-	-	20,351,273	0.0%
1/2 Cent Infrastructure Tax	2,044,744	502,804	-	-	-	502,804	1,541,940	24.6%
Total Revenues and Trans In	22,396,017	502,804	-	-	-	502,804	21,893,213	2.2%
Expenditures	26,489,870	87,168	-	-	-	87,168	26,402,702	0.3%
Incr / (Decr) to Fund Balance	\$ (4,093,853)	\$ 415,636	\$ -	\$ -	\$ -	\$ 415,636	\$ (4,509,489)	
Water Fund								
	Budget	1st QTR	2nd QTR	3rd QTR	4th QTR	Year-to-Date	Variance	%
Revenues								
Charges for Services	3,826,885	978,471	-	-	-	978,471	2,848,414	25.6%
Other Income	523,974	76,993	-	-	-	76,993	446,981	14.7%
Total Revenues	4,350,859	1,055,464	-	-	-	1,055,464	3,295,395	24.3%
Expenditures								
Salaries & Benefits	686,438	156,562	-	-	-	156,562	529,876	22.8%
Contratual Services	38,800	8,557	-	-	-	8,557	30,243	22.1%
Cost of Water	1,180,314	286,861	-	-	-	286,861	893,453	24.3%
Other Expenditures	2,148,903	356,939	-	-	-	356,939	1,791,964	16.6%
Total Expenditures	4,054,455	808,919	-	-	-	808,919	3,245,536	20.0%
Incr / (Decr) to Net Assets	\$ 296,404	\$ 246,545	\$ -	\$ -	\$ -	\$ 246,545	\$ 49,859	
Sewer Fund								
	Budget	1st QTR	2nd QTR	3rd QTR	4th QTR	Year-to-Date	Variance	%
Revenues								
Charges for Services	5,389,670	1,294,036	-	-	-	1,294,036	4,095,634	24.0%
Other Income	1,545,974	200,117	-	-	-	200,117	1,345,857	12.9%
Total Revenues	6,935,644	1,494,153	-	-	-	1,494,153	5,441,491	21.5%
Expenditures								
Salaries & Benefits	616,633	115,519	-	-	-	115,519	501,114	18.7%
Contratual Services	15,000	1,825	-	-	-	1,825	13,175	12.2%
Cost of Treatment	2,331,955	493,181	-	-	-	493,181	1,838,774	21.1%
Other Expenditures	3,891,581	380,273	-	-	-	380,273	3,511,308	9.8%
Total Expenditures	6,855,169	990,798	-	-	-	990,798	5,864,371	14.5%
Incr / (Decr) to Net Assets	\$ 80,475	\$ 503,354	\$ -	\$ -	\$ -	\$ 503,354	\$ (422,879)	
Solid Waste Fund								
	Budget	1st QTR	2nd QTR	3rd QTR	4th QTR	Year-to-Date	Variance	%
Revenues								
Charges for Services	1,065,895	267,814	-	-	-	267,814	798,081	25.1%
Other Income	53,073	21,873	-	-	-	21,873	31,200	41.2%
Total Revenues	1,118,968	289,687	-	-	-	289,687	829,281	25.9%
Expenditures								
Salaries & Benefits	261,690	53,132	-	-	-	53,132	208,558	20.3%
Contratual Services	128,211	740	-	-	-	740	127,471	0.6%
Other Expenditures	443,698	66,715	-	-	-	66,715	376,983	15.0%
Total Expenditures	833,599	120,587	-	-	-	120,587	998,381	14.5%
Incr / (Decr) to Net Assets	\$ 285,369	\$ 169,100	\$ -	\$ -	\$ -	\$ 169,100	\$ 116,269	
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)	\$ 3,645,529	\$ -	\$ -	\$ -	\$ 3,645,529	\$ 7,696,130	

City of Callaway
Balance Sheet
For Period Ended December 31, 2024



	General	CRA	CIP	Water	Sewer	Solid Waste	Total
Current Assets							
Cash & Cash Equivalents	\$ 7,734,527	\$ 2,498,215	\$ (1,466,263)	\$ 2,753,113	\$ 10,587,482	\$ 2,026,836	\$ 24,133,909
Cash - Restricted	2,928,677	-	6,956	2,615,248	1,356,232	-	6,907,112
Cash - Infrastructure Tax	-	-	8,460,158	-	-	-	8,460,158
Cash - ARPA Restricted	-	-	-	-	-	-	-
Investments	12,200	-	-	-	-	-	12,200
Investments - Restricted	169,161	-	-	556,483	2,452,973	-	3,178,617
Receivables	3,667,392	-	184,345	498,254	1,643,892	87,034	6,080,917
Inventory	32,712	-	-	-	-	9,509	42,221
Prepaid Items	221,357	-	-	2,991	-	-	224,347
Other Current Assets	-	-	-	-	1,474,000	-	1,474,000
Total Current Assets:	\$ 14,766,027	\$ 2,498,215	\$ 7,185,196	\$ 6,426,087	\$ 17,514,578	\$ 2,123,379	\$ 50,513,482
Non Current Assets							
Capital Assets	\$ -	\$ -	\$ -	\$ 8,830,252	\$ 9,216,677	\$ 243,003	\$ 18,289,932
Other Noncurrent Assets	-	-	-	3,359,967	9,282,851	-	12,642,818
Deferred Outflow	-	-	-	109,869	94,174	31,391	235,434
Total Non Current Assets:	\$ -	\$ -	\$ -	\$ 12,300,087	\$ 18,593,702	\$ 274,394	\$ 31,168,184
Total Assets:	\$ 14,766,027	\$ 2,498,215	\$ 7,185,196	\$ 18,726,175	\$ 36,108,280	\$ 2,397,773	\$ 81,681,666
Current Liabilities							
Payable	\$ 186,747	\$ 10,141	\$ 5,524	\$ 222,845	\$ 409,245	\$ 12,655	\$ 847,156
Unearned Revenue	3,211,322	-	6,956	-	-	-	3,218,278
Other Current Liability	10,470	-	-	1,722,169	877,000	-	2,609,639
Total Current Liabilities:	\$ 3,408,539	\$ 10,141	\$ 12,479	\$ 1,945,014	\$ 1,286,245	\$ 12,655	\$ 6,675,073
Non Current Liabilities							
Non-Current Liability	\$ -	\$ -	\$ -	\$ 6,778,034	\$ 7,717,637	\$ 114,794	\$ 14,610,464
Deferred Inflow	-	-	-	17,829	15,282	5,093	38,204
Total Non Current Liabilities:	\$ -	\$ -	\$ -	\$ 6,795,863	\$ 7,732,919	\$ 119,887	\$ 14,648,668
Total Liabilities:	\$ 3,408,539	\$ 10,141	\$ 12,479	\$ 8,740,877	\$ 9,019,163	\$ 132,542	\$ 21,323,741
Fund Balance							
Fund Balance Unrestricted	\$ 6,886,678	\$ -	\$ -	\$ 5,602,155	\$ 20,136,950	\$ 1,853,128	\$ 34,478,910
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	\$ 13,512,548	\$ 1,440,799	\$ 6,769,561	\$ 18,479,630	\$ 35,604,926	\$ 2,228,673	\$ 78,036,137
Retained Earnings:	\$ 1,253,478	\$ 1,057,416	\$ 415,636	\$ 246,545	\$ 503,354	\$ 169,100	\$ 3,645,529
Total Liabilities, Fund	\$ 14,766,027	\$ 2,498,215	\$ 7,185,196	\$ 18,726,175	\$ 36,108,280	\$ 2,397,773	\$ 81,681,666

Cash and Investments

	Government Funds		Enterprise Funds		Total Funds	
Unrestricted	\$ 8,778,679	43.2%	\$ 15,367,430	68.8%	\$ 24,146,109	56.6%
Restricted	\$ 11,564,952	56.8%	\$ 6,980,935	31.2%	\$ 18,545,887	43.4%
Total	\$ 20,343,631	100.0%	\$ 22,348,365	100.0%	\$ 42,691,997	100.0%
Unrestricted	\$ 8,778,679		\$ 15,367,430		\$ 24,146,109	
17% Reservers	\$ 4,080,500		\$ 1,996,348		\$ 6,076,848	
Net Available for Operations	\$ 4,698,180		\$ 13,371,082		\$ 18,069,262	

City of Callaway
General Fund Revenue & Expenditures
For YTD Period Ended December 31, 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 Sources of Funds</u>							
Property and Other Taxes							
Ad Valorem Taxes	\$ 2,414,572	\$ 1,544,024	\$ 1,725,548	\$ 689,024	\$ -	\$ 689,024	71.46%
Local Option Fuel Tax	307,602	21,151	66,179	241,423	-	241,423	21.51%
Pub Svc Utility Tx-Electricity	1,196,059	96,280	356,018	840,041	-	840,041	29.77%
Pub Svc Utility Tax - Water	310,877	24,804	82,925	227,952	-	227,952	26.67%
Pub Svc Utility Tax - Nat. Gas	65,063	4,904	14,668	50,395	-	50,395	22.54%
Pub Svc Utility Tx-Bottled Gas	9,252	1,019	2,104	7,148	-	7,148	22.74%
Communications Services Tax	322,624	30,562	88,316	234,308	-	234,308	27.37%
Local Business License Tax	19,272	788	14,120	5,152	-	5,152	73.27%
Subtotal	\$ 4,645,321	\$ 1,723,531	\$ 2,349,878	\$ 2,295,443	\$ -	\$ 2,295,443	50.59%
Permits, Fees and Licenses							
Building Permits	\$ 35,000	\$ 2,128	\$ 8,280	\$ 26,720	\$ -	\$ 26,720	23.66%
Electric Franchise Fees	838,541	66,214	240,265	598,276	-	598,276	28.65%
Gas Franchise Fees	62,697	4,235	12,654	50,043	-	50,043	20.18%
Refuse Collection Permits	103,387	6,623	27,182	76,205	-	76,205	26.29%
Stormwater Fees	106,766	8,909	26,677	80,089	-	80,089	24.99%
Other Licenses & Permits	3,239	665	2,645	594	-	594	81.66%
Comp Plan & LDR Permits	7,844	750	1,350	6,494	-	6,494	17.21%
Impact Fees - Transportation Res.	275,000	5,866	68,024	206,976	-	206,976	24.74%
Impact Fees - Transportation Comm.	50,000	-	-	50,000	-	50,000	0.00%
Subtotal	\$ 1,482,474	\$ 95,389	\$ 387,077	\$ 1,095,397	\$ -	\$ 1,095,397	26.11%
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	50,876	162,099	535,689	-	535,689	23.23%
MRS - Motor Fuel Tax	152,136	11,092	35,342	116,794	-	116,794	23.23%
Mobile Home License Tax	1,200	87	208	992	-	992	17.33%
Alcoholic Beverage Lic. Tax	4,500	-	3,076	1,424	-	1,424	68.37%
Local Gov't Half Cent Sales Tx	1,781,340	130,113	401,852	1,379,488	-	1,379,488	22.56%
Firefighter Supplemental Comp	2,970	780	780	2,190	-	2,190	26.26%
Motor Fuel Tax Refund	10,750	3,688	3,688	7,062	-	7,062	34.31%
Subtotal	\$ 5,650,737	\$ 196,637	\$ 607,045	\$ 5,043,692	\$ -	\$ 5,043,692	10.74%

City of Callaway
General Fund Revenue & Expenditures
For YTD Period Ended December 31, 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	450	1,100	5,000	-	5,000	18.03%
Lien Search Fees	23,000	1,250	3,200	19,800	-	19,800	13.91%
Fire Protection Services (Co.)	208,142	15,611	62,443	145,699	-	145,699	30.00%
Collection of Bad Debt	-	-	8	(8)	-	(8)	0.00%
Penalties	2,500	202	693	1,807	-	1,807	27.71%
Other Charges for Services	20,660	190	539	20,121	-	20,121	2.61%
Foreclosure Registrations	2,150	100	450	1,700	-	1,700	20.93%
Subtotal	\$ 262,602	\$ 17,803	\$ 68,432	\$ 194,170	\$ -	\$ 194,170	26.06%
Other Revenues							
Judgements, Fines, & Forfeits	\$ 51,500	\$ 10,509	\$ 22,683	\$ 28,817	\$ -	\$ 28,817	44.05%
Interest & Dividends	496,700	37,329	109,099	387,601	-	387,601	21.96%
Concession Stand Rent	3,600	-	-	3,600	-	3,600	0.00%
A&CC Rental Fees	47,500	3,010	6,524	40,976	-	40,976	13.73%
Sports Field Rental Fees	5,000	625	7,225	(2,225)	-	(2,225)	144.50%
Rec Complex Facility Rentals	1,000	90	180	820	-	820	18.00%
Rents - Other	22,696	45	12	22,684	-	22,684	0.05%
Disposition of Fixed Assets	-	-	-	-	-	-	0.00%
Sale of Scrap	-	-	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	-	316	184	-	184	63.26%
Insurance Proceeds	-	-	-	-	-	-	0.00%
Non-Res. Rec League Fee	940	1,215	2,305	(1,365)	-	(1,365)	245.21%
Other Misc. Revenue	1,000	6,801	6,812	(5,812)	-	(5,812)	681.21%
Other Misc. Revenue - Mowing	-	-	-	-	-	-	0.00%
Gen Fund Over/Short	-	-	-	-	-	-	0.00%
Subtotal	\$ 630,836	\$ 59,623	\$ 157,953	\$ 472,883	\$ -	\$ 472,883	25.04%
Total Taxes and Revenues	\$ 12,671,970	\$ 2,092,983	\$ 3,570,386	\$ 9,101,584	\$ -	\$ 9,101,584	28.18%
Use of Reserves							
Trasfer from Sewer Un Rest.	-	-	-	-	-	-	0.00%
Budgeted Use of Reserves (UN)	349,040	-	-	349,040	-	349,040	0.00%
Budgeted Use of Reserves (RES)	896,859	-	-	896,859	-	896,859	0.00%
Subtotal	\$ 1,245,899	\$ -	\$ -	\$ 1,245,899	\$ -	\$ 1,245,899	0.00%
Total Revenues and Sources of Funds	\$ 13,917,869	\$ 2,092,983	\$ 3,570,386	\$ 10,347,483	\$ -	\$ 10,347,483	25.65%

City of Callaway
General Fund Revenue & Expenditures
For YTD Period Ended December 31, 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>Expenditures and Uses of Funds</u>							
Executive (Commission)							
Executive Salaries	\$ 50,000	\$ 4,167	\$ 12,500	\$ 37,500	\$ -	\$ 37,500	25.00%
Benefits	3,950	327	980	2,970	-	2,970	24.81%
Other Expenses	2,600	797	864	1,736	-	1,736	33.25%
Subtotal Commission	\$ 56,550	\$ 5,290	\$ 14,344	\$ 42,206	\$ -	\$ 42,206	25.37%
City Manager							
Salaries and Wages	\$ 164,965	\$ 13,250	\$ 38,611	\$ 126,354	\$ -	\$ 126,354	23.41%
Benefits	77,865	5,861	17,497	60,368	-	60,368	22.47%
Other Expenses	8,800	644	1,677	7,123	289	6,834	19.06%
Subtotal City Manager	251,630	19,755	57,785	193,845	289	193,556	22.96%
Finance Dept.							
Salaries and Wages	\$ 227,884	\$ 19,079	\$ 53,355	\$ 174,529	\$ -	\$ 174,529	23.41%
Benefits	106,246	8,236	24,054	82,192	-	82,192	22.64%
Audit / Accounting	59,700	-	-	59,700	-	59,700	0.00%
Other Contractual Service	34,575	140	468	34,107	-	34,107	1.35%
Other Expenses	18,975	861	2,929	16,046	-	16,046	15.44%
Subtotal Finance	\$ 447,380	\$ 28,316	\$ 80,805	\$ 366,575	\$ -	\$ 366,575	18.06%
Legal							
City Attorney Fees	\$ 56,000	\$ 3,489	\$ 13,100	\$ 42,900	\$ -	\$ 42,900	23.39%
Other Expenses	2,500	-	-	2,500	-	2,500	0.00%
Subtotal Legal	\$ 58,500	\$ 3,489	\$ 13,100	\$ 45,400	\$ -	\$ 45,400	22.39%
Code Enforcement							
Salaries and Wages	\$ 163,881	\$ 13,939	\$ 38,576	\$ 125,305	\$ -	\$ 125,305	23.54%
Benefits	70,820	5,519	16,308	54,512	-	54,512	23.03%
Other Contractual Services	38,500	443	6,928	31,572	-	31,572	17.99%
Animal Control	130,000	-	-	130,000	-	130,000	0.00%
Other Expenses	23,190	448	1,243	21,947	228	21,719	5.36%
Capital Outlay - Fixed Assets	-	-	-	-	-	-	0.00%
Subtotal Planning / Code	\$ 426,391	\$ 20,348	\$ 63,054	\$ 363,337	\$ 228	\$ 363,109	14.79%
Information Technology							
IT - Contracted Services	\$ 70,907	\$ 5,935	\$ 17,549	\$ 53,358	\$ -	\$ 53,358	24.75%
Other Contractual Services	-	-	-	-	-	-	0.00%
IT - Equipment < \$1,000	25,000	-	7,827	17,173	-	17,173	31.31%
Subtotal Information Tech.	\$ 95,907	\$ 5,935	\$ 25,377	\$ 70,530	\$ -	\$ 70,530	26.46%
City Clerk							
Salaries & Wages	102,091	5,939	16,735	85,356	-	85,356	16.39%
Benefits	45,177	1,928	5,695	39,482	-	39,482	12.61%
Other Expenses	11,420	115	188	11,232	33	11,199	1.65%
Subtotal City Clerk	\$ 158,688	\$ 7,982	\$ 22,618	\$ 136,070	\$ 33	\$ 136,037	14.25%

City of Callaway
General Fund Revenue & Expenditures
For YTD Period Ended December 31, 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	\$ 4,422	\$ 12,727	\$ 46,354	\$ -	\$ 46,354	21.54%
Benefits	29,461	1,991	6,021	23,440	-	23,440	20.44%
Other Contractual Services	70,000	4,806	7,534	62,466	578	61,888	10.76%
Communications/Telephone	25,000	1,067	4,022	20,978	-	20,978	16.09%
Utilities	15,600	1,246	3,119	12,481	-	12,481	19.99%
Repair and Maintenance	2,500	-	-	2,500	-	2,500	0.00%
Other Expenses	718,844	51,741	188,455	530,389	-	530,389	26.22%
Capital Outlay - Fixed Assets	2,388,637	-	-	2,388,637	-	2,388,637	0.00%
Subtotal Gen Govt / Admin	\$ 3,309,123	\$ 65,273	\$ 221,879	\$ 3,087,244	\$ 578	\$ 3,086,666	6.71%
Human Resources							
Salaries & Wages	70,033	5,876	16,569	53,464	-	53,464	23.66%
Benefits	17,928	1,298	3,813	14,115	-	14,115	21.27%
Other Expenses	8,350	182	288	8,062	-	8,062	3.45%
Subtotal Human Resources	\$ 96,311	\$ 7,356	\$ 20,671	\$ 75,640	\$ -	\$ 75,640	21.46%
Law Enforcement							
Other Contractual Services	\$ 2,656,718	\$ 221,393	\$ 664,180	\$ 1,992,538	\$ -	\$ 1,992,538	25.00%
Utilities	-	-	-	-	-	-	0.00%
Subtotal Law Enforcement	\$ 2,656,718	\$ 221,393	\$ 664,180	\$ 1,992,538	\$ -	\$ 1,992,538	25.00%
Fire Department							
Salaries and Wages	\$ 1,237,269	\$ 100,423	\$ 287,013	\$ 950,256	\$ -	\$ 950,256	23.20%
Benefits	799,704	62,346	183,387	616,317	-	616,317	22.93%
Communications/Telephone	12,000	884	2,661	9,340	-	9,340	22.17%
Utilities	27,000	1,850	5,634	21,366	-	21,366	20.87%
Insurance	-	-	-	-	-	-	0.00%
Repair and Maintenance	94,160	948	7,470	86,690	5,372	81,319	7.93%
Other Expenses	122,600	14,601	33,064	89,536	19,806	69,730	26.97%
Capital Outlay - Fixed Assets	116,618	-	34,552	82,066	64,970	17,096	29.63%
Subtotal Fire Dept.	\$ 2,409,351	\$ 181,052	\$ 553,779	\$ 1,855,572	\$ 90,147	\$ 1,765,424	22.98%

City of Callaway
General Fund Revenue & Expenditures
For YTD Period Ended December 31, 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>
Emergency & Disaster Relief							
Professional Services	22,471	-	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	-	(10,350)	-	-	-	-	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	\$ (10,350)	\$ 4,214	\$ 111,831	\$ -	\$ 111,831	3.63%
Utility Billing							
Salaries & Wages	\$ 317,445	\$ 24,991	\$ 69,371	\$ 248,074	\$ -	\$ 248,074	21.85%
Benefits	146,351	9,526	28,111	118,240	-	118,240	19.21%
Contractual Services UB	69,467	2,846	8,757	60,710	-	60,710	12.61%
Tranportation & Postage	39,960	6,320	12,785	27,175	-	27,175	32.00%
Other Expenses	156,770	12,813	37,979	118,791	30	118,761	24.23%
CA - UB - Operating Exp	(729,993)	(56,496)	(157,003)	(572,990)	-	(572,990)	21.51%
Subtotal Utility Billing	\$ -	\$ -	\$ -	\$ -	\$ 30	\$ (30)	0.00%

City of Callaway
General Fund Revenue & Expenditures
For YTD Period Ended December 31, 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>
Planning / Street Department							
Salaries and Wages	\$ 556,700	\$ 41,278	\$ 118,036	\$ 438,664	\$ -	\$ 438,664	21.20%
Benefits	232,478	15,112	46,317	186,161	-	186,161	19.92%
Contractual Services	18,000	10,980	12,512	5,488	1,180	4,309	69.51%
Stormwater Services	25,000	4,384	4,384	20,616	-	20,616	17.54%
Street Lighting	185,400	14,765	42,527	142,873	-	142,873	22.94%
Repair and Maintenance	74,500	2,812	20,686	53,814	2,794	51,020	27.77%
Fuel & Lubricants	60,000	2,351	9,510	50,490	-	50,490	15.85%
Road Materials & Supplies	40,000	449	1,908	38,092	0	38,092	4.77%
Sidewalk Repairs	20,000	2,372	5,132	14,868	-	14,868	25.66%
Other Expenses	20,875	1,896	9,231	11,644	28	11,616	44.22%
Capital Outlay - Fixed Assets	95,594	-	50,799	44,795	39,424	5,371	53.14%
Paving	-	-	-	-	-	-	0.00%
Subtotal Street Dept.	\$ 1,328,547	\$ 96,400	\$ 321,043	\$ 1,007,504	\$ 43,425	\$ 964,078	24.17%
Maintenance Shop							
Salaries and Wages	\$ 163,113	\$ 13,942	\$ 38,767	\$ 124,346	\$ -	\$ 124,346	23.77%
Benefits	63,062	4,938	14,579	48,483	-	48,483	23.12%
Contracted Services	16,600	1,111	5,123	11,477	-	11,477	30.86%
Utilities	8,880	422	1,126	7,754	-	7,754	12.69%
Repair and Maintenance	10,400	64	405	9,995	2,305	7,690	3.90%
Operating Supplies	10,000	225	1,550	8,450	2,002	6,448	15.50%
Other Expenses	23,090	1,644	5,135	17,955	3,709	14,247	22.24%
Capital Outlay - Fixed Assets	-	-	-	-	-	-	0.00%
Subtotal Maintenance Shop	\$ 295,145	\$ 22,346	\$ 66,685	\$ 228,460	\$ 8,016	\$ 220,444	22.59%
Leisure Services							
Salaries and Wages	\$ 855,140	\$ 67,452	\$ 180,969	\$ 674,171	\$ -	\$ 674,171	21.16%
Benefits	390,723	26,183	75,651	315,072	-	315,072	19.36%
Contracted Services	29,750	802	13,815	15,935	2,445	13,491	46.44%
Utilities	103,000	3,410	22,581	80,419	-	80,419	21.92%
Repair and Maintenance	180,000	11,385	48,311	131,689	7,320	124,368	26.84%
Operating Supplies	35,000	1,878	18,282	16,718	60	16,658	52.23%
Other Expenses	83,900	8,202	19,008	64,892	655	64,237	22.66%
Capital Outlay - Fixed Assets	500,177	-	24,498	475,679	93,749	381,930	4.90%
Subtotal Leisure Services	\$ 2,177,690	\$ 119,312	\$ 403,116	\$ 1,774,574	\$ 104,228	\$ 1,670,346	18.51%
Operating Expenses							
Cost Allocation Transfers	\$ (862,966)	\$ (71,914)	\$ (215,742)	\$ (647,224)	\$ -	\$ (647,224)	25.00%
Transfers Out	896,859	-	-	896,859	-	896,859	0.00%
Increase to Reserves	-	-	-	-	-	-	0.00%
Unrealized Gain/Loss on Invest	-	-	-	-	-	-	0.00%
Interest Expense	-	-	-	-	-	-	0.00%
Sutotal Other Operating Expenses	\$ 33,893	\$ (71,914)	\$ (215,742)	\$ 249,635	\$ -	\$ 249,635	-636.54%
Total Expenditures	\$ 13,917,869	\$ 721,983	\$ 2,316,908	\$ 11,600,961	\$ 246,974	\$ 11,353,987	16.65%
Net Fund Revenues & Expenditures	\$ -	\$ 1,371,000	\$ 1,253,478	\$ (1,253,478)	\$ (246,974)	\$ (1,006,504)	

City of Callaway
CRA Fund Revenues & Expenditures
For YTD Period Ended December 31, 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	-	-	-	100.00%
Stormwater Grants	1,412,719	-	-	1,412,719	-	1,412,719	0.00%
Intergov't Revenue from Bay Co	776,300	767,099	767,099	9,201	-	9,201	98.81%
Subtotal	2,565,711	1,143,791	1,143,791	1,421,920	-	1,421,920	44.58%
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	1,143,791	1,143,791	2,040,916	-	2,040,916	35.92%
<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	200	695	305	-	305	69.50%
Education	-	-	-	-	-	-	0.00%
Land	25,000	-	-	25,000	-	25,000	0.00%
Buildings	-	-	-	-	-	-	0.00%
Improvements O/T Buildings	91,450	39,230	56,420	35,030	-	35,030	61.69%
Stormwater Projects - Cemetary Drainage	300,000	-	464	299,537	525	299,012	0.15%
Stormwater Projects - Berthe Spillway	2,727,807	9,941	28,796	2,699,011	170,762	2,528,249	1.06%
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	49,371	86,375	3,098,332	171,287	2,927,046	2.71%
Net Fund Revenues & Expenditures	-	1,094,420	1,057,416	(1,057,416)	(171,287)	(886,129)	

City of Callaway
Capital Projects Fund Revenues & Expenditures
For YTD Period Ended December 31, 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	115,946	413,066	1,362,697	-	1,362,697	23.26%
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	115,946	413,066	20,817,111	-	20,817,111	1.95%
Other Sources							
Interest - Infrastructure	\$ 268,981	\$ 29,287	\$ 89,738	\$ 179,243	\$ -	\$ 179,243	33.36%
Insurance Proceeds	-	-	-	-	-	-	0.00%
Transfers from General Fund	896,859	-	-	896,859	-	896,859	0.00%
Budget Use of Reserves	4,093,853	-	-	4,093,853	-	4,093,853	0.00%
Total Revenues and Sources of Funds	\$ 26,489,870	\$ 145,234	\$ 502,804	\$ 25,987,066	\$ -	\$ 25,987,066	1.90%
<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	32,156	32,156	946,808	27,720	919,088	3.28%
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	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	2,540,106	461,747	2,078,359	0.03%
Road Paving	-	-	-	-	-	-	0.00%
State Grant - Road Paving	1,180,134	-	5,000	1,175,134	828,269	346,865	0.42%
Cherry St Paving & 2nd Sidewalk	5,181,853	41,240	41,240	5,140,613	688,292	4,452,321	0.80%
Boat Race Round About - Impact Fees	746,059	-	-	746,059	746,059	-	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	\$ 18,835,123	\$ 73,396	\$ 81,778	\$ 18,753,345	\$ 2,986,707	\$ 15,766,638	0.43%
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	\$ 26,489,870	\$ 73,396	\$ 87,168	\$ 26,402,702	\$ 2,992,517	\$ 23,410,185	0.33%
Net Fund Revenues & Expenditures	\$ -	\$ 71,838	\$ 415,636	\$ (415,636)	\$ (2,992,517)	\$ 2,576,881	

City of Callaway
Water Fund Revenues & Expenditures
For YTD Period Ended December 31, 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>							
Permits, Fees. & Licenses							
Special Capital Ext Fee	\$ 5,000	\$ -	\$ 1,984	\$ 3,016	\$ -	\$ 3,016	39.69%
Impact Fees - Water Res.	115,000	2,125	24,536	90,464	-	90,464	21.34%
Impact Fees - Water Comm.	10,000	-	990	9,010	-	9,010	9.90%
State Grants - Storms & Floods	-	-	-	-	-	-	0.00%
Subtotal	\$ 130,000	\$ 2,125	\$ 27,511	\$ 102,489	\$ -	\$ 102,489	21.16%
Charges for Services							
Water Charges	\$ 3,402,940	\$ 267,502	\$ 886,523	\$ 2,516,417	\$ -	\$ 2,516,417	26.05%
Collection of Bad Debt	-	-	54	(54)	-	(54)	0.00%
Reconnect Fees	129,819	10,050	29,050	100,769	-	100,769	22.38%
Penalties	77,327	6,357	20,208	57,119	-	57,119	26.13%
System Taps	11,486	400	1,370	10,116	-	10,116	11.93%
Other Utility Income	205,313	9,921	41,265	164,048	-	164,048	20.10%
Utilities Over/Short	-	-	-	-	-	-	0.00%
Service Work Charges	-	-	-	-	-	-	0.00%
Subtotal	\$ 3,826,885	\$ 294,230	\$ 978,471	\$ 2,848,414	\$ -	\$ 2,848,414	25.57%
Interest & Other Earnings							
Interest	\$ 120,000	\$ 9,411	\$ 27,424	\$ 92,576	\$ -	\$ 92,576	22.85%
Interest - Impact Fees	55,000	5,006	15,488	39,512	-	39,512	28.16%
Interest - Spec Cap Ext Fees	-	-	-	-	-	-	0.00%
Disposition of Fixed Assets	-	-	62	(62)	-	(62)	0.00%
Insurance Proceeds	-	(5,455)	1,765	(1,765)	-	(1,765)	0.00%
Subtotal	\$ 175,000	\$ 8,961	\$ 44,740	\$ 130,260	\$ -	\$ 130,260	25.57%
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	\$ 306,897	\$ 1,055,464	\$ 3,295,395	\$ -	\$ 3,295,395	24.26%

City of Callaway
Water Fund Revenues & Expenditures
For YTD Period Ended December 31, 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	\$ 474,393	\$ 38,208	\$ 110,670	\$ 363,723	\$ -	\$ 363,723	23.33%
Benefits	212,045	14,960	45,892	166,153	-	166,153	21.64%
Engineering Services	-	-	-	-	-	-	0.00%
Contractual Services	38,800	5,234	8,557	30,243	4,683	25,560	22.05%
Cost of Water	1,180,314	86,884	286,861	893,453	-	893,453	24.30%
Communications/Telephone	5,500	449	948	4,552	-	4,552	17.24%
Transportation/Postage	2,500	-	-	2,500	-	2,500	0.00%
Utilities	18,000	532	1,828	16,172	-	16,172	10.16%
Insurance	-	-	-	-	-	-	0.00%
Repair and Manitenance	162,000	25,127	36,427	125,573	7,769	117,804	22.49%
Fuel & Lubricants	40,000	2,445	7,933	32,067	-	32,067	19.83%
Operating Supplies	20,000	2,937	6,944	13,056	283	12,773	34.72%
Other Expenses	129,500	20,849	23,156	106,344	14,486	91,858	17.88%
Capital Outlay - Fixed Assets	331,250	22,864	33,364	297,886	16,453	281,433	10.07%
Interest Pmt	256,416	21,051	63,154	193,262	-	193,262	24.63%
Amortization - Loss on AdvRef	38,143	3,179	9,537	28,606	-	28,606	25.00%
UB Cost Allocation	364,996	28,248	78,501	286,495	-	286,495	21.51%
Cost Allocation Transfer	380,598	31,716	95,148	285,450	-	285,450	25.00%
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	\$ 304,683	\$ 808,919	\$ 3,541,940	\$ 43,675	\$ 3,498,265	18.59%
Net Fund Revenues & Expenditures	\$ -	\$ 2,214	\$ 246,545	\$ (246,545)	\$ (43,675)	\$ (202,870)	

City of Callaway
Sewer Fund Revenues & Expenditures
For YTD Period Ended December 31, 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>							
Permits, Fees, & Licenses							
Special Capital Ext Fee	\$ 2,500	\$ -	\$ 2,526	\$ (26)	\$ -	\$ (26)	101.02%
Impact Fees - Sewer Res.	120,000	4,289	37,110	82,890	-	82,890	30.92%
Impact Fees - Sewer Comm.	10,000	-	675	9,325	-	9,325	6.75%
State Grants - Storms & Floods	897,000	-	-	897,000	-	897,000	0.00%
Subtotal	\$ 1,029,500	\$ 4,289	\$ 40,310	\$ 989,190	\$ -	\$ 989,190	3.92%
Charges for Services							
Charges for Serives	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Collection of Bad Debt	-	-	128	(128)	-	(128)	0.00%
Account Fees	16,739	1,420	3,870	12,869	-	12,869	23.12%
Reconnect Fees	-	-	-	-	-	-	0.00%
Penalties	130,284	10,793	33,351	96,933	-	96,933	25.60%
System Taps	11,594	420	1,230	10,364	-	10,364	10.61%
Other Utility Income	500	-	-	500	-	500	0.00%
Sewer / Wastewater Charges	5,230,553	407,723	1,255,457	3,975,096	-	3,975,096	24.00%
Subtotal	\$ 5,389,670	\$ 420,356	\$ 1,294,036	\$ 4,095,634	\$ -	\$ 4,095,634	24.01%
Interest & Other Earnings							
Dividends	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Interest Earned	400,000	36,857	114,747	285,253	-	285,253	28.69%
Interest - Impact Fees	97,500	9,130	28,125	69,375	-	69,375	28.85%
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	\$ 53,239	\$ 155,064	\$ 342,436	\$ -	\$ 342,436	31.17%
Other Sources							
Transfer from General Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Amort-Premium 2015 Refunding	18,974	1,581	4,743	14,231	-	14,231	25.00%
Subtotal	\$ 18,974	\$ 1,581	\$ 4,743	\$ 14,231	\$ -	\$ 14,231	25.00%
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	\$ 479,466	\$ 1,494,153	\$ 5,441,491	\$ -	\$ 5,441,491	21.54%

City of Callaway
Sewer Fund Revenues & Expenditures
For YTD Period Ended December 31, 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>
Expenditures and Uses of Funds							
Salaries and Wages	\$ 417,386	\$ 31,061	\$ 80,452	\$ 336,935	\$ -	\$ 336,935	19.28%
Benefits	199,247	13,322	35,067	164,180	-	164,180	17.60%
Engineering Services	-	-	-	-	-	-	0.00%
Contractual Services	15,000	399	1,825	13,175	1,173	12,001	12.17%
Cost of Treatment	2,331,955	164,500	493,181	1,838,774	-	1,838,774	21.15%
Communications/Telephone	5,300	514	1,067	4,233	-	4,233	20.14%
Transportation/Postage	2,640	-	-	2,640	-	2,640	0.00%
Utilities	91,000	7,016	21,733	69,267	-	69,267	23.88%
Insurance	-	-	-	-	-	-	0.00%
Repair and Maintenance	181,000	9,382	39,743	141,257	13,520	127,737	21.96%
Fuel & Lubricants	74,500	4,788	15,961	58,539	-	58,539	21.42%
Operating Supplies	16,500	829	3,970	12,530	98	12,432	24.06%
Other Expenses	46,700	2,331	7,895	38,805	-	38,805	16.90%
Capital Outlay - Fixed Assets	2,058,046	15,750	47,250	2,010,796	157,565	1,853,231	2.30%
Principal Pmt	400,000	-	-	400,000	-	400,000	0.00%
Amortization of Bond Costs	-	-	-	-	-	-	0.00%
Interest Pmt	256,416	21,051	63,154	193,262	-	193,262	24.63%
Interest Pmt / Sandy Creek	-	-	-	-	-	-	0.00%
Amort. of Deferred Loss on Ref	38,143	3,179	9,537	28,606	-	28,606	25.00%
Bond Issuance Cost	5,500	1,000	3,750	1,750	-	1,750	68.18%
UB Cost Allocation	364,996	28,248	78,501	286,495	-	286,495	21.51%
Cost Allocation Transfers	350,840	29,237	87,711	263,129	-	263,129	25.00%
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	\$ 332,606	\$ 990,798	\$ 5,944,846	\$ 172,355	\$ 5,772,490	14.29%
Net Fund Revenues & Expenditure:	\$ -	\$ 146,860	\$ 503,354	\$ (503,354)	\$ (172,355)	\$ (330,999)	

City of Callaway
Solid Waste Fund Revenues & Expenditures
For YTD Period Ended December 31, 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)	0.00%
Penalties	27,586	2,138	6,984	20,602	-	20,602	25.32%
Other Utility Income	-	-	-	-	-	-	0.00%
State Grants - Storms & Floods	-	-	-	-	-	-	0.00%
Solid Waste Service Fees	1,038,309	86,869	260,808	777,501	-	777,501	25.12%
Subtotal	\$ 1,065,895	\$ 89,007	\$ 267,814	\$ 798,081	\$ -	\$ 798,081	25.13%
Interest & Other Earnings							
Interest	\$ 51,073	\$ 6,922	\$ 21,211	\$ 29,862	\$ -	\$ 29,862	41.53%
Disposition of Fixed Assets	-	-	-	-	-	-	0.00%
Sales of Surplus or Scrap	2,000	187	662	1,338	-	1,338	33.12%
Transfer From General Fund	-	-	-	-	-	-	0.00%
Subtotal	\$ 53,073	\$ 7,109	\$ 21,873	\$ 31,200	\$ -	\$ 31,200	41.21%
Use of Reserves							
Budgeted Use of Reserves (UN)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Total Revenues & Sources of Funds	\$ 1,118,968	\$ 96,116	\$ 289,687	\$ 829,281	\$ -	\$ 829,281	25.89%
<u>Expenditures and Uses of Funds</u>							
Salaries and Wages	\$ 183,307	\$ 15,189	\$ 41,250	\$ 142,057	\$ -	\$ 142,057	22.50%
Benefits	78,383	4,144	11,882	66,501	-	66,501	15.16%
Contracted Services	128,211	272	740	127,471	-	127,471	0.58%
Repair and Maintenance	47,000	873	5,420	41,580	3,676	37,904	11.53%
Tipping Fees	150,000	4,876	22,648	127,352	2,000	125,352	15.10%
Fuel & Lubricants	40,000	1,489	5,318	34,682	-	34,682	13.29%
Other Expenses	7,670	98	446	7,224	-	7,224	5.82%
Capital Outlay - Fixed Assets	-	-	-	-	-	-	0.00%
Cost Allocation Transfer	131,528	10,961	32,883	98,645	-	98,645	25.00%
Budgeted Increase to Reserves	285,369	-	-	285,369	-	285,369	0.00%
Total Expenditures	\$ 1,118,968	\$ 37,902	\$ 120,587	\$ 998,381	\$ 5,676	\$ 992,705	10.78%
Net Fund Revenues & Expenditures	\$ -	\$ 58,214	\$ 169,100	\$ (169,100)	\$ (5,676)	\$ (163,424)	

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

DATE: JANUARY 28, 2025

ITEM: BUDGET AMENDMENT FOR FY 2025 BEACON POINT DEMOLITION DUMPSTER & PAYMENT

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 ☒

Wages, Benefits and equipment portion of cost are included in operations budget, but dumpster cost is not.

On the October 22, 2024 Commission approved the use of city staff and equipment to do the demolition of the outer parcel of Beacon Point.

Staff is requesting to increase the budget to cover the cost of the dumpsters used in the demolition of the outer parcel of Beacon Point in the amount of \$10,350 and increase the budget for Other Misc. Revenue by \$21,544 for the full invoice and payment amount. The wages, benefits and equipment cost are included in the operating budget already. The difference will be to reserves to maintain a balance budget.

Attachment(s):

Budget Amendment Request form and supporting document.

4. REQUESTED MOTION/ACTION: Staff requests proceeding with adjusting the Budget to cover the cost and payment of the demolition.

AMOUNTS IN WHOLE DOLLARS

Department Street Department, Other Revenue and Reserves

1/16/2025

[illegible]

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

DATE: OCTOBER 22, 2024

ITEM: CONTRACT FOR BEACON POINT DEMOLITION

1. PLACED ON AGENDA BY:

Eddie Cook, City Manager

2. WORKSHOP:

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)

At the October 15, 2024 Special Meeting, Commission approved rejecting the one bid received for the Beacon Point Construction project and to allow the developer to contract with the city to demo the building outside of the grant and be 100% reimbursed by the developer.

The project will be rebid with the demolition removed.

*Approved
10/22/24*

ATTACHMENT(S)

- Agreement

5. REQUESTED MOTION/ACTION:

Approval of the agreement with the property owner of Beacon Point Plaza for Demo

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

DATE: JANUARY 28, 2025

ITEM: BUDGET AMENDMENT FOR FY 2025 LAP WEST CHERRY STREET SIDEWALK

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 January 14, 2025 Commission approved the LAP award for West Cherry Street Sidewalk in the amount of \$528,511. The budget about for FY 2025 was based on prior know information and budgeted at \$421,811 leaving the budget short by \$106,700.

Staff is requesting to increase the budget to match the award amount by \$106,700. Both revenues and expenditures will be increase to cover this increase

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 awarded amount.

BUDGET Amendment REQUEST

AMOUNTS IN WHOLE DOLLARS

Department Construction in Progress

1/15/2025

Date _____

[illegible]

**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)

✓ Budget \$

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.

Approved

ATTACHMENTS:

- Resolution No. 24-01
- LAP Agreement

5. REQUESTED MOTION/ACTION:

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-011-03
 PROGRAM
 MANAGEMENT
 5/21
 Page: 611

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 _____

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

DATE: JANUARY 28, 2025

ITEM: CHANGE ORDER #13- TETRA TECH PUBLIC ASSISTANCE CONSULTING SERVICES - 2018
HURRICANE MICHAEL

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)

This is a no cost change order extending the period of performance through March 31, 2025.

ATTACHMENTS:

- TETRA TECH CHANGE ORDER #13

5. REQUESTED MOTION/ACTION: APPROVAL OF TETRA TECH CHANGE ORDER #13

CITY OF CALLAWAY, FLORIDA
TASK ORDER No. 1-2018-FRS-HurricaneMichael-Callaway

Change Order
Authorization No. 13

In accordance with **TASK ORDER No. 1-2018-FRS-HurricaneMichael-Callaway** dated November 30, 2018 between the **City of Callaway, Florida (City)** and **Tetra Tech, Inc. (Tetra Tech)**, the City hereby authorizes the services be performed for the updated **Period of Performance (POP)** set forth herein:

PROJECT: Preliminary Public Assistance Consulting Services
2018 Hurricane Michael

DURATION OF WORK:
Extending the period of performance through March 31, 2025.

SCOPE OF SERVICES:
No change.

ESTIMATED COST (not to exceed):
No change.

This Change Order No. 13 provides a "no cost" time extension through March 31, 2025.

The individuals executing this change order represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this change order on behalf of the respective legal entities of the Consultant and the City.

APPROVED BY:

CONSULTANT:
TETRA TECH, INC.

CITY:
CITY OF CALLAWAY, FLORIDA



Name: Jonathan Burgiel
Title: Business Unit President
Date: January 13, 2025

Name: Eddie Cook
Title: City Manager
Date: _____

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

DATE: JANUARY 28, 2025

ITEM: ADVISORY BOARD APPOINTMENT

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 currently has one vacancy.

We've received the following applications:

	<u>Planning Board</u>
• Teresa Hyatt-Langston	X
• Donald Hennings	X

This vacancy is for a 3-year term ending December 31, 2027.

The application was received as documented in the attachment, with terms as referenced therein.

ATTACHMENTS:

- Documentation of Application Received

5. REQUESTED MOTION/ACTION: APPOINT MRS. HYATT-LANGSTON OR MR. HENNINGS TO FILL THE PLANNING BOARD VACANCY



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: Hyatt-Longston Teresa Louise
(Last) (First) (Middle)

Address: 6031 Vance Street, Callaway, FL 32404

Mailing Address (if different): Same

Business Address: _____

Occupation: Revenue Specialist II

Home/Cell Ph.: 407-709-0803 Work Ph.: _____

E-mail: tlangstonpb@gmail.com

Do you reside within the City limits? ☒ Yes ☐ No
• If yes, how long have you resided in the City of Callaway? 36 (1971-1995)
(2013-present)

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

Are you a Registered Voter in Bay County? ☒ Yes ☐ No Voter ID#: 106732886

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? To serve my local community and have a say in future development plans. This will help to know and understand the issues in our city.

What special skills would you bring to this position? Critical thinking, strong listening abilities, understanding of community needs and contribute to informed decision making process.

Please list fields of work experience: Customer service, Sales tax, reemployment tax, Corporate Income tax, Criminal, domestic and real estate law.

List any licenses and/or degrees (location and year): A.S. Degree Criminal Justice, Gulf Coast Community College. BS Legal Studies University of Central Florida 2004.

Local References (Please list 3):

1. Pastor Denny Davis 517 Transmitter Road, Panama City, FL 32401 850-624-4893
2. Katie Vinson 161 N. Gay Avenue, Panama City, FL 32404 850-258-0806
3. Heather Newbauer 1700 Cherry Street Panama City, FL 32401 850-774-2832

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: Deusa Hyatt-Langston Date: January 13, 2025

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 Robyck, City Clerk
City of Callaway
6601 E. Highway 22
Callaway, FL 32404



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: Hennings (Last) Donald (First) Andrew (Middle)

Address: 431 Tanya Pass, Callaway, FL 32404

Mailing Address (if different): _____

Business Address: _____

Occupation: Retired USAF and RE Housing Authority

Home/Cell Ph.: (850) 628-0570 Work Ph.: _____

E-mail: donhennings@comcast.net

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

- If yes, how long have you resided in the City of Callaway? 38

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
2. Half Cent Sales Tax
3. Audit Committee

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: Half-Cent Sales tax and Audit - currently serving

Why would you like to serve on this board? to use my common sense to help direct Callaway's growth and to help maintain the quality of services available to citizens

What special skills would you bring to this position? 22 years Air Force, 29 years Panama City Housing Authority maintenance

Please list fields of work experience: firefighter, maintenance

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

Local References (Please list 3):

1. Tom and Gail Westfall
2. _____
3. _____

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

Signed: Dale Henz Date: 1-23-25

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 Robyck, City Clerk
City of Callaway
6601 E. Highway 22
Callaway, FL 32404

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

DATE: JANUARY 28, 2025

ITEM: MUNICIPAL ELECTION AGREEMENT- SUPERVISOR OF ELECTIONS

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 ☐

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

The attached contract is between the City of Callaway and new Supervisor of Elections, Nina Ward regarding municipal elections.

ATTACHMENTS:

- Municipal Elections Agreement

5. REQUESTED MOTION/ACTION: APPROVAL OF CONTRACT FOR SUPERVISOR OF ELECTIONS

BAY COUNTY SUPERVISOR OF ELECTIONS

AND

CALLAWAY

MUNICIPAL ELECTION AGREEMENT

This Agreement is made and entered into this ____ day of _____, 20____, between the City of Callaway, a Florida municipal corporation, ("City"), and Nina Ward, Bay County Supervisor of Elections ("Supervisor").

Whereas, the Supervisor is a lawfully elected constitutional office of Bay County, Florida, whose constitutional duties include the handling of elections for the State of Florida and Bay County, Florida, within the jurisdictional limits of Bay County; and,

Whereas, the City, pursuant to its charter and Florida law, is obligated to provide for the conduct of the City elections, including, but not limited to, general and special elections; and

Whereas, the Supervisor may, under agreement with the City, conduct City elections on behalf of the City; and,

Whereas, the City is authorized to enter into an agreement with the Supervisor for the conduct of City elections;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the receipt and sufficiency of which the parties expressly agree, it is agreed that:

1. Scope of Services Agreement

The Supervisor shall provide the following services in compliance with the Florida's election laws and the City Charter and Ordinances as applicable:

- a. Provides in accordance with Florida's election laws and City Charter/Ordinances, all Candidate handbooks, qualifying documents, treasurer reports, etc., required by Candidates to qualify for an elected office of the City at actual cost billed to the City or Candidate.
- b. Serves as the qualifying officer to accept qualification papers and perform all other administrative tasks necessary and incidental to the qualification of candidates for elected offices of the City at her office.
- c. Receipt of all qualifying checks which shall be paid to the order of "The City of ____". The Supervisor of Elections shall deliver all checks to the City Clerk within 5 days after the last day of qualifying when qualifying City candidates.

- d. The Supervisor serves as financial reporting officer and shall preserve all records filed pursuant to the financial reporting requirements of Florida's election laws, including, but not limited to the State of Florida General Records Schedule GS3 for Election Records ("Schedule GS3) and make the same available as required by law. Upon the expiration of the required GS3 government record retention schedule the Supervisor of Elections shall destroy such records unless the City provides written notice that the records are to be transferred to the City.
- e. Perform all aspects of ballot design and creation according to the Florida election laws and the Florida Uniform Ballot layout.,
- f. The Supervisor will facilitate design and production of mailed sample ballot using the Supervisor's approved vendor. The City will be responsible for the actual cost of postage and production of the sample ballot. The City will have the option to mail sample ballots to each active registered voter or household.
- g. Perform all functions related to the processing and tabulation of vote by mail ballots except for the performance of the duties reserved by the City to the canvassing board at actual cost.
- h. Provide for the publishing of notices for City elections dates and election qualifying dates on the Supervisor's official website in compliance with Florida election laws and the City Charter or ordinances. Digital copies of notices will be provided to the City so that this information can be posted on the City's official website.
- i. Provide for the appointment, training and supervision of election workers in compliance with Florida election laws. The salary level and payments made for services and training to the election workers will be the standard pay used by the Supervisor in federal, state or countywide elections and will be reimbursed at actual cost.
- j. Upon closing of the polls, unofficial results will be made available for immediate release and publication. Official results will be provided at the completion of the canvassing board requirements.
- k. Vote by Mail Ballots shall be processed and tabulated in compliance with the Florida election laws at the Supervisor's central tabulation site. The Supervisor shall examine vote by mail ballots to ensure compliance with Florida election laws and the City's Canvassing Board procedures.
- l. The Supervisor will develop a scheduled timeline for City Canvassing Board meetings according to Florida election laws. The Supervisor may serve as an advisor to the City Canvassing Board and may serve as a member of the Canvassing Board if duly appointed by the City. It is recommended to use a standard uniform canvassing board consisting of the Supervisor of Elections and two City officials. Canvassing Board Alternates shall be

identified in case one or more members are unable to serve. If the Supervisor is designated as a member of a City Canvassing Board, the Deputy Supervisor will be designated as her alternate. Designation of the Canvassing Board shall be determined no less than 45 days prior to the election.

2. In the event the City holds a referendum, then the Supervisor will provide services subject to the following:
 - a. The Ballot Title shall consist of a caption, not exceeding 15 words and Sentence Case. The Ballot layout shall be in accordance with Florida election laws and the required uniform ballot design. The ballot statement may not exceed 75 words in length. The title and statement shall be translated in Spanish. If the City does not have means to translate ballot language to Spanish, the Supervisor will have the ballot language translated using the approved vendor and the City will be charged the actual cost for translation services. The ballot statement shall be printed on the ballot, followed by the word "Yes" and also by the word "No," and shall be styled in such that a "Yes" vote will indicate approval of the referendum and a "No" vote will indicate rejection.
 - b. The Supervisor will provide a template for resolution or ordinance upon request.
3. Compensation for Services.
 - a. The Supervisor, upon a written request from the City, prior to the election will submit an estimate of expenditures to perform the upcoming election.
 - b. The City shall provide prompt payment, in accordance with Florida law for all election related items.
 - c. The Supervisor shall, within 30 days upon completion of an election, provide an invoice to the City Clerk detailing the actual expenses incurred by the Supervisor for the conduct of an election for the City. Payment shall be made within 30 days of receipt of an invoice.
 - d. In the event that the Supervisor is named as a party in any action involving a City election, then the City agrees to indemnify, defend and hold the Supervisor harmless from any and all costs related to the action. The Supervisor shall have her choice of counsel and the City shall reimburse all reasonable attorney's fees incurred by the Supervisor.
4. Consultation
 - a. Each year the Supervisor and the City Clerk should consult regarding the expected number and type of elections for the City to conduct, and determine if the City plans to conduct Early Voting.
 - b. In the event the City desires a Special Election or any "Mail Ballot" election, the City Clerk shall submit and consult in writing his/her request, according to Florida Statute 100.151,

whereby no special election will be called prior to receiving consent from the Supervisor of Elections as to a date when the election can be conducted. An agreed upon date shall be arranged.

5. Term

- a. This Agreement shall become effective on the date of its approval by the City and supersedes any prior agreements between the City and the Bay County Supervisor of Elections. Any amendments or modifications to this Agreement shall be in writing and signed by both parties.
- b. The Agreement shall be automatically extended from year to year on its anniversary date.
- c. This Agreement may be terminated at any time by either party, with or without cause, upon giving 120 days written notice to the other party. The Agreement shall terminate on the 120th day after the date of the written notice.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate authorized representative on the dates below written,

CITY OF CALLAWAY

ATTEST: _____
Ashley Robyck, City Clerk

Pamn Henderson, Mayor

**NINA WARD, BAY COUNTY
SUPERVISOR OF ELECTIONS**

ATTEST: _____
_____, Deputy Supervisor
of Elections

Nina Ward, Bay County Supervisor
of Elections

CITY OF CALLAWAY

BOARD OF COMMISSIONERS

AGENDA ITEM SUMMARY

DATE: JANUARY 28, 2025

ITEM: BID AWARD – LS2025-01 GORE PARK COMMUNITY CENTER BUILDING IMPROVEMENTS

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 notice was published in Bay County Public Notice Website and Vendor Registry on Thursday, January 02, 2025, with a closing date of Friday, January 24, 2025, at 10:00 a.m.

As a result, we received six bids as follows:

BGN Contractors	\$ 339,000.00	150 days completion
Holley Development Group	\$ 436,282.67	150 days completion
Anderson Construction	\$ 353,974.00	120 days completion
JNB Contracting LLC	\$ 420,000.00	90 days completion
Southern Construction Service	\$ 249,358.00	120 days completion
BCL Civil Contractors	\$ 351,542.50	150 days completion

Staff recommendation is to approve award to Southern Construction Services in the not-to-exceed amount of \$249,358.00.

ATTACHMENTS:

- BID CERTIFICATION FORM
- AGREEMENT

5. REQUESTED MOTION/ACTION: Award Agreement to Southern Construction Services in the not-to-exceed amount of \$249,358.00.

BID/RFP CERTIFICATION FORM
CITY OF CALLAWAY
GORE PARK COMMUNITY BUILDING IMPROVEMENTS
BID NO: LS2025-01

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 **GORE PARK COMMUNITY CENTER IMPROVEMENTS NO: LS2025-01**, for the Total Sum(s) as follows (totals must match attached breakdown of costs for each Part): Two hundred forty nine thousand three hundred fifty eight Dollars (\$ 249,358).
5. Number of days from date of the Notice to Proceed that will be required for the final completion of all work as described herein.

120
(Maximum ~~45~~ Calendar Days)
150
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: _____

Name of Bidder: Southern Construction Service, Inc

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

If a Partnership: _____

Name(s) of Partner(s): Harold E Walker

If a Corporation: Harold E Walker

Incorporated in State of: FL Date of Incorporation: 1-1-2014

Business Address: 3033 Transmitter Road

City: Panama City State FL Zip 32404

Telephone Number: (850) 532-5302 Fax () N/A

Submitted By: Harold E Walker

(Print)

Title: President

Signature: [Signature]

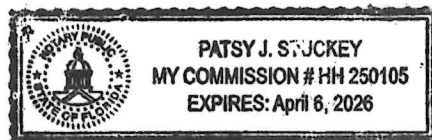
ATTEST: _____

Secretary

By: _____

Print Name

State of Florida
County of _____



Affix Corporate Seal
(If Corporation)

The foregoing instrument was acknowledged before me this 24 day of Jan, 2025 by Harold E. Walker
who is personally known to me or who presented _____ as identification, and who (did) (did not) take
an oath.

[Signature]
[Signature of Notary Public]

Patsy J. Stuckey
[Printed, typed or stamped name of Notary Public]

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

**AGREEMENT FOR CONTRACTOR SERVICES
GORE PARK COMMUNITY BUILDING IMPROVEMENTS
BID NO: LS2025-01**

This Agreement made as of this 28th day of, January, 2025, by and between the **City of Callaway**, Florida - (the "CITY"), and Southern Construction Service authorized to do business in the State of Florida (the "CONTRACTOR"), and whose address is 3033 Transmitter Road Panama City Fl 32404 Phone: (850) 832-5302.

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

ARTICLE 1 - SERVICES

The CONTRACTOR'S responsibility under this Agreement is to furnish, deliver, and construct all materials, labor, and equipment and to perform all operations in accordance with the plans and specifications and as listed in the Bid Form for the **GORE PARK COMMUNITY CENTER IMPROVEMENTS NO: LS2025-01**.

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

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

ARTICLE 2 – SCHEDULE

The term of this contract shall commence upon written Notice to Proceed by the City and that all work will be completed within **120** days of the Notice to Proceed.

ARTICLE 3 - PAYMENTS TO CONTRACTOR

- A. The CITY shall pay to the CONTRACTOR for services satisfactorily performed **\$249,358.00**, 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.

ARTICLE 4 - TERMINATION

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

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

ARTICLE 5 - PERSONNEL

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

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

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

ARTICLE 6 - SUBCONTRACTING

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

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

ARTICLE 7 - FEDERAL AND STATE TAX

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

ARTICLE 8 – INSURANCE & BONDS

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

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

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

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

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

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

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

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

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

ARTICLE 9 - EXCUSABLE DELAYS

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

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

ARTICLE 10 - LIQUIDATED DAMAGES

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

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

ARTICLE 11 - ARREARS

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

ARTICLE 12 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

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

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

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

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, Ashley Robyck, City Clerk, at 850-215-6694, by email at arobyck@cityofcallaway.com, or via mail, at 6601 E. Hwy. 22, Callaway, FL 32404.

ARTICLE 13 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

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

ARTICLE 14 - CONTRACT ASSIGNMENT

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

ARTICLE 15 - AMENDMENT

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

ARTICLE 16 - ENFORCEMENT COSTS

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

ARTICLE 17 - AUTHORITY TO PRACTICE

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

ARTICLE 18 - SEVERABILITY

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

ARTICLE 19 - CITY'S REPRESENTATIVE AND AUTHORITY

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

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

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

ARTICLE 20 - MODIFICATION

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

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

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

ARTICLE 21 - CONTRACT DOCUMENTS

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

- A. Advertisement for Bids,
- B. Special Instructions and Conditions,
- C. General Instructions and Conditions,
- D. Minimum Technical Specifications,
- E. Bid Forms
Bid Certification Form
Drug-Free Workplace Certification

- Public Entity Crimes Statement,
- G. Addendums (if any),
- H. Performance & Payments Bonds (if required),
- I. Change Orders (if any).

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

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

ARTICLE 22 - VENUE

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

ARTICLE 23 - NOTICE

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

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

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

and if sent to the CONTRACTOR shall be mailed to:

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

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

CITY CLERK

CITY OF CALLAWAY, FLORIDA

Attest: _____
Ashley Robyck,
City Clerk

By: _____
Pamn Henderson, Mayor

Contractor Witnesses:
(2 REQUIRED)

Contractor:

Witness: _____
Name

Signature

Business Name

By: _____
Signature

Witness: _____
Name

Signature

Print Name and Title

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

KEVIN D. OBOS, HARRISON SALE MCCLOY
CITY ATTORNEY

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

DATE: JANUARY 28, 2025

ITEM: BID AWARD – CM2024-24 TYNDALL BEAUTIFICATION- PARKER MEDIANS

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 notice in the Panama City News Herald, Bay County Public Notice Website and Vendor Registry on Wednesday, December 25, 2024, 2024, with a closing date of Tuesday, January 21, 2025, at 10:00 a.m.

As a result, we received two bids as follows:

Lawnmasters of PC \$399,825.00

Lawnscapes of Bay County \$399,925.60

Staff recommendation is to approve award to Lawnmasters of PC in the not-to-exceed amount of \$399,825.00.

ATTACHMENTS:

- BID CERTIFICATION FORM
- AGREEMENT

5. REQUESTED MOTION/ACTION: Award Agreement to Lawnmasters of PC in the not-to-exceed amount of \$399,825.00.

BID/RFP CERTIFICATION FORM
CITY OF CALLAWAY
TYNDALL PARKWAY BEAUTIFICATION- PARKER MEDIANS
BID NO.: CM2024-24

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 **TYNDALL PARKWAY BEAUTIFICATION- PARKER MEDIANS BID NO.: CM2024-24**, for the Total Sum(s) as follows (*totals must match attached breakdown of costs for each Part*): three hundred thousand nine hundred eighty two and 00/100 Dollars (\$ 399,825 ^{cents}).
cents
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.

(Maximum 120 Calendar Days)
6. The City reserves the right to accept any or all prices itemized in any combination that best serves the interests of the City. The City further reserves the right to accept or reject any of the components of this Proposal, including alternates.

7. BIDDER HEREBY ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDUMS: 1-8

Name of Bidder: Lawnmasters PC

Business structure: () Corporation, () Partnership, () Individual, (x) Other: Single Member LLC

If a Partnership: _____

Name(s) of Partner(s): _____

If a Corporation: _____

Incorporated in State of: _____ Date of Incorporation: _____

Business Address: 2638 N. East Ave

City: Panama City State FL Zip 32405

Telephone Number: (850) 640-3925 Fax () _____

Submitted By: TYLER OLSON

Affix Corporate Seal
(If Corporation)

(Print)

Title: MANAGER

Signature: [Signature]

ATTEST: _____

Secretary

By: _____

Print Name

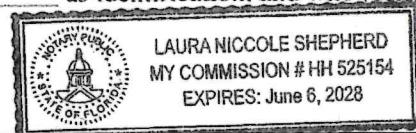
State of Florida

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 13th day of Jan, 2025 by Tyler Olson,
who is personally known to me or who presented _____ as identification, and who (did) (did not) take
an oath.

[Signature]
[Signature of Notary Public]



[Printed, typed or stamped name of Notary Public]

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

**AGREEMENT FOR CONTRACTOR SERVICES
TYNDALL PARKWAY BEAUTIFICATION- PARKER MEDIANS
BID NO.: CM2024-24**

This Agreement made as of this 28th day of, January 2025, by and between the **City of Callaway**, Florida - (the "CITY"), and Lawnmasters of PC authorized to do business in the State of Florida (the "CONTRACTOR"), and whose address is 2638 N. East Avenue Panama City Florida 32404 Phone: (850) 640-3925.

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

ARTICLE 1 - SERVICES

The CONTRACTOR'S responsibility under this Agreement is to furnish, deliver, and construct all materials, labor, and equipment and to perform all operations in accordance with the plans and specifications and as listed in the Bid Form for the **TYNDALL PARKWAY BEAUTIFICATION- PARKER MEDIANS BID NO.: CM2024-24**.

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

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

ARTICLE 2 – SCHEDULE

The term of this contract shall commence upon written Notice to Proceed by the City, and all work will be completed within 120 days of the Notice to Proceed.

ARTICLE 3 - PAYMENTS TO CONTRACTOR

- A. The CITY shall pay to the CONTRACTOR for services satisfactorily performed \$399,825, 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 (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.

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, the 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 a 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 the use of grant funds for the project, by the 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 to the CONTRACTOR, or the amount of such damages shall be due and collectable from the CONTRACTOR or Surety.

ARTICLE 11 - ARREARS

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

ARTICLE 12 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

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

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

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

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

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

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

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, Ashley Robyck, City Clerk, at 850-215-6694, by email at arobyck@cityofcallaway.com, or via mail, at 6601 E. Hwy. 22, Callaway, FL 32404.

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 that may arise as to the quality and acceptability of materials furnished and work performed and shall interpret the intent of the Contract Documents with reasonable promptness.

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

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

ARTICLE 20 - MODIFICATION

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

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

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

ARTICLE 21 - CONTRACT DOCUMENTS

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

- A. Advertisement for Bids,
- B. Special Instructions and Conditions,
- C. General Instructions and Conditions,
- D. Minimum Technical Specifications,
- E. Bid Forms
 - Bid Certification Form
 - Drug-Free Workplace Certification
 - Public Entity Crimes Statement,
- G. Addendums (if any),
 - Anti-Collusion Clause Form
 - Sales Tax Exemption Agreement

- H. Performance & Payments Bonds (if required),
- I. Change Orders (if any).

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

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

ARTICLE 22 - VENUE

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

ARTICLE 23 - NOTICE

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

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

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

and if sent to the CONTRACTOR shall be mailed to:

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: _____
Keith E. Cook, City Manager

Contractor Witnesses:
(2 REQUIRED)

Contractor:

Witness: _____
Name

Business Name

Signature

By: _____
Signature

Print Name and Title

Approved as to Form for the reliance of the City of
Callaway only:

Kevin D. Obos, City Attorney