



CITY OF CALLAWAY BOARD OF COMMISSIONERS

TUESDAY, FEBRUARY 25, 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

- **Proclamation** American Red Cross Month

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

- **February 11, 2025** Regular Meeting
- **Financial Statements** January 2025

PUBLIC HEARING

1. **Ordinance 1110** SSCPA- Parcel ID 07295-000-000
2. **Ordinance 1111** Rezoning- Parcel ID 07295-000-000
3. **LDR Variance** Drive-thru Coffee Shop in Sub-district #1

REGULAR AGENDA

4. **Ordinance ~~1102~~ 1112** SSCPA- 174 N. Star Ave
5. **Ordinance ~~1103~~ 1113** Rezoning- 174 N. Star Ave
6. **Budget Amendment** New A.C. unit at Fire Station

COMMISSION/STAFF COMMENTS

ANNOUNCEMENTS

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

- **March 4, 2025** **Planning Board Meeting (Potential)** 6:00 p.m.

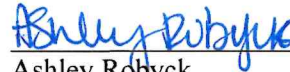
- March 11, 2025
- March 16, 2025

Commission Meeting
Historical Society Meeting

6:00 p.m.
2:00 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).



American Red Cross
of Northwest Florida

AMERICAN RED CROSS MONTH, 2025
A Proclamation

Whereas, This March, we celebrate American Red Cross Month by recognizing the compassionate acts of people in Callaway and by renewing our commitment to lend a helping hand to our neighbors in need. Since Clara Barton founded the American Red Cross more than 140 years ago, generation after generation has stepped up to deliver relief and care across our country and around the world, bringing out the best of humanity in times of crisis. Advancing this noble mission, the volunteers, blood and platelet donors, and supporters who now give back through the Northwest Florida Red Cross Chapter remain unwavering in their commitment to prevent and alleviate human suffering in the face of today's emergencies.

Whereas, Their voluntary and generous contributions shine a beacon of hope in people's darkest hours — whether it's delivering shelter, food and comfort during disasters; providing critical blood donations for hospital patients; supporting service members, veterans and their families; saving lives with first aid, CPR, AED and other skills; or delivering international aid and reconnecting loved ones separated by global crises.

Whereas, This work to uplift our community is truly made possible by those who selflessly answer the call to help, whenever and wherever it's needed. We hereby recognize this month of March in honor of their remarkable service, and we ask everyone to join in their commitment to care for one another.

NOW, THEREFORE, I, Mayor Pam Henderson, of Callaway Florida, by virtue of the authority vested in me by the laws of Callaway and Florida do hereby proclaim March 2025 as

“Red Cross Month”

I encourage all citizens of Callaway to reach out and support its humanitarian mission.

IN WITNESS THEREOF, I have hereunto set my hand and caused the Official Seal of the City of Callaway, Florida to be affixed this 25th day of February 2025.

City of Callaway, Florida

Pamn Henderson, Mayor

Attested: _____
Ashley Robyck, City Clerk

**CITY OF CALLAWAY
BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
FEBRUARY 11, 2025– 6:00 P.M.**

The City of Callaway Commission met in a Regular Session on February 11, 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; David Joyner, Fire Chief, and Tim Legare, Director of Leisure Services.

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

PRESENTATION

Deputy Kip Mckenzie reviewed the BCSO Stats for the month of January.

Mayor Henderson presented Proclamations for Black History Month and previous Commissioner George Smith.

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

City Manager Cook asked to withdraw item #1 and add item #7- Gore Park Community Center- Change Order #1.

Motion:

Motion made by Commissioner Pelletier and seconded by Commissioner Ayers to add item #7- Gore Park Community Center- Change Order #1.

APPROVAL OF MINUTES

January 28, 2025 Regular Meeting

Motion:

Motion made by Commissioner Ayers and seconded by Commissioner Griggs to approve the minutes of January 28, 2025. Motion carried unanimously.

REGULAR AGENDA

Ordinance 1109- Street Name Change 1st Reading

This item was pulled.

Ordinance 1110-Small Scale Comprehensive Plan Amendment Parcel ID 07295-000-000 1st Reading

Bill Frye, Director of Public Works/Planning introduced Aaron Harris, Engineer of Record representing the property owner. Mr. Harris advised that they tried to make the current land use designation work financially and were not able to, so they are asking for this amendment to build a townhome community. He advised that this would not be any more dense as far as site coverage because it will be a two-story project.

Commissioner Griggs asked if there have been any reactions to the posting. Director Frye advised that he has not received any comments from the noticing. Commissioner Griggs advised that he is surprised that there has been no reaction from the neighboring community.

Commissioner Pelletier advised he was also surprised by the lack of neighboring comments.

Commissioner Ayers asked about the number of units. Mr. Harris advised they are proposing a total of 18 units, and all are proposed as platted, for sale townhomes as they have no desire to build a rental product such as apartments.

Mayor Henderson asked if there was a way to add a stipulation that this would not be a rental product. City Attorney Obos advised we cannot.

Commissioner Ayers asked what the elevation is being raised to. Mr. Harris addressed. Discussion ensued.

Mayor Henderson called for Public Participation,

Alvin Peters, 512 Bunkers Cove Road, expressed his appreciation to the commission for recognizing Black History Month and Mr. George Smith tonight.

Motion:

Motion made by Commissioner Ayers and seconded by Commissioner Griggs to approve the first reading of Ordinance 1110. The motion carried 4-1 roll call vote with Commissioner Pelletier voting in opposition.

Ordinance 1111- Rezoning Parcel ID 07295-000-000

Director Frye advised this is the rezoning for the same property.

Commissioner Griggs advised that the summary form states R-5M but the property is R-6M. City Attorney Obos advised that it is R-6M on the map. City Clerk Robyck advised that it is correct in the Ordinance.

Mayor Henderson called for Public Participation, there was none.

Motion:

Motion made by Commissioner Ayers and seconded by Commissioner Griggs to approve the first reading of Ordinance 1111. The motion carried unanimously upon roll-call vote.

Budget Amendment- Tyndall Parkway Median Beautification Project

City Manager Cook advised this is to raise the budget amount to the budgeted amount by the state. He also stated that this is a pass through, the state will reimburse.

Mayor Henderson called for Public Participation, there was none.

Motion:

Motion made by Commissioner Ayers and seconded by Commissioner Pelletier to approve the Budget Amendment for the Tyndall Parkway Beautification Project. The motion carried unanimously.

Discussion- City Election Dates

Mayor Henderson read her Mayor's Corner article for next month's newsletter regarding information on pros and cons on moving City elections to November.

Commissioner Ayers advised that he agrees with the letter and just did not want to drop the ball regarding this subject.

Discussion ensued regarding qualifying periods.

Commissioner Griggs advised that there is information about this on the website with a link to the meeting with the Supervisor of Elections.

Mayor Henderson for public participation; there was none.

Direction from commission was to continue to receive comments from citizens and make a decision at the second meeting in March.

Discussion- City Water letter to Bay County

Commissioner Ayers reviewed a publication from Dr. Ladapo, State Surgeon General regarding effects of fluorination in drinking water. He would like to send a letter to Bay County asking them to remove fluoride from the water.

Mayor Henderson asked about state or federal fluorination guidelines. Commissioner Ayers advised that he believes there are optional guidelines. She also stated that with Dr. Ladapo being the State Surgeon General, she is unsure of why he is not going to legislature regarding this issue.

Commissioner Davis asked what our Health Department's stance on this is. Mayor Henderson advised that he spoke at our health department, so she imagines they do not disagree with him.

Commissioner Pelletier advised that the Republican Party is going to press the issue with the county.

Commissioner Ayers advised that it would save the County around \$90,000 per year to not put fluoride in the water.

Commissioner Griggs spoke on fluoride in toothpaste and water and standards that people who have the knowledge regarding it have set and does not agree with the letter.

Mayor Henderson called for Public Participation;

Tony Bostick, 159 N Kimbrel Ave, advised that the Commission should be careful to follow Dr. Ladapo due to sanctions he has been a part of due to Covid.

Ron Shaner, 5711 Kevin Circle, states that he does not know about the fluoride, and he depends on others who know more about this than he does and questions the black specks in his water.

Charlette Lynn, 7003 Cherry Street, does not agree with removing fluoride from water and believes fluoride is good for children's teeth and asks why are we saying it is bad for our health. Discussion ensued.

Gore Park Community Center- Change Order #1

City Manager Cook advised that as demolition began in the ceiling of the building, it was found that insulation was sparse and not up to code. Spray foam insulation is requested and will help significantly lower power bills to the building. He advised that we are significantly under budget on this project. He also advised that the water heater is not working where it currently is and they would like to move it back to the mechanical room and move away from a water heater to a wall unit that will serve the building just fine at no cost.

Commissioner Pelletier asked if it would be hot water on demand. City Manager Cook confirmed.

Mayor Henderson called for Public Participation; there was none.

Motion:

Motion made by Commissioner Ayers and seconded by Commissioner Pelletier/Davis to approve Change Order #1 for the Gore Park Community Center.

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

Pamn Henderson, Mayor

- New H&R Block business
- City Manager's address to the TPO
- FDOT projects update in Bay County
- FDOT update on Callaway Elementary pick-up and drop-off issues
- Bay County League of Cities meeting
- Bay Goes Red for Cardiovascular event

Scott Davis, Commissioner, Ward I

- No truck signs on certain roads
- Fencing along Callaway Park Way

David Griggs, Commissioner, Ward II

- Transportation Alternative Program grant issues

Kenneth Ayers, Commissioner, Ward IV

- Events attended
- Meeting with Shane Boyett with FPL

Eddie Cook, City Manager

- Berthe Bridge update
- Tyndall Parkway Median project update
- Gore Park Community Center project update
- Berthe Spillway Grant
- Beacon Point update
- Lift Station Rehab bid
- Hugh Thomas Spine Road project
- Sandy Creek infrastructure project

- Cemetery update
- Gore Park ditch piping and backfilling
- HMGP projects
- Fire Station bid
- Cherry Street meeting
- Berthe and Boat Race Round-a-bout update
- *Notification for road closure
- *Solid Waste

PUBLIC PARTICIPATION

Tony Bostick 159 N Kimbrel Ave., complimented Deputy Kip McKenzie and his team for their work in Callaway, Director Legare for his work on the parks in Callaway, City Manager Cook and his work in the City, Mayor Henderson and the Commission for the jobs they do.

ANNOUNCEMENTS

Mayor Henderson read the announcements as follows:

- | | | |
|----------------------------|-------------------------------|------------------|
| • February 18, 2025 | Planning Board Meeting | 6:00 p.m. |
| • February 25, 2025 | Commission Meeting | 6:00 p.m. |

ADJOURNMENT

There being no further business, the meeting was adjourned at 8:01 p.m.

Attest: _____
Pamn Henderson, Mayor

Ashley Robyck, City Clerk



**Financial Statements
Unaudited
For Period Ended

January 31, 2025**



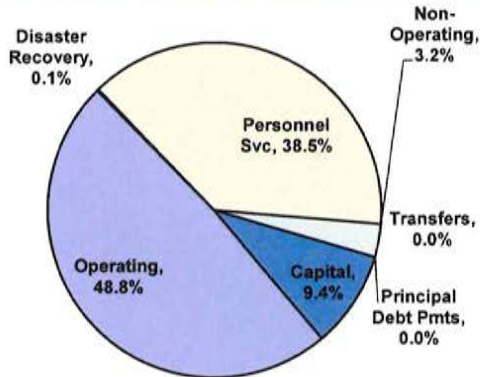
CITY OF CALLAWAY

Fiscal Year 2025

BUDGET-IN-BRIEF as of January 31, 2025

33.3 % of Year Elapsed

YTD-Citywide Expense Allocation



General Fund Revenues

Revenues	Budget	Year-to-Date	%
Ad valorem Taxes	2,414,572	1,774,443	73.5%
Other Taxes	2,230,749	795,172	35.6%
Permits, Fees, & Licenses	1,482,474	485,795	32.8%
Grants & Shared Revenue**	5,650,737	781,609	13.8%
FEMA Public Assistance	-	-	0.0%
Financing Proceeds	-	-	0.0%
Service Charges	262,602	86,557	33.0%
Judgements, Fines, & Forfeits	51,500	25,621	49.7%
Interest & Other Earnings	496,700	144,739	29.1%
Rents & Royalties	79,796	22,145	27.8%
Sales of Fixed Assets	-	2,796	0.0%
Contributions & Donations	900	316	0.0%
Miscellaneous Revenue	23,484	31,363	133.6%
Transfers In	1,245,899	-	0.0%
Total Revenues	\$ 13,939,413	\$ 4,150,556	29.8%

General Fund Expenditures

Expenditures	Budget	Year-to-Date	%
Executive (Commission)	56,550	18,890	33.4%
City Manager	251,630	85,029	33.8%
Finance	447,380	151,099	33.8%
Legal	58,500	16,560	28.3%
Code Enforcement	426,391	116,151	27.2%
Information Technology	95,907	31,311	32.6%
City Clerk	158,688	33,273	21.0%
Elections	-	-	0.0%
General Government	3,309,123	287,156	8.7%
Human Resources	96,311	31,038	32.2%
Law Enforcement	2,656,718	885,573	33.3%
Fire Department	2,409,351	846,330	35.1%
Emergency & Disaster Relief	116,045	8,699	7.5%
Utility Billing	-	172	0.0%
Streets	1,338,897	466,005	34.8%
Maintenance Shop	295,145	97,767	33.1%
Leisure Services	2,177,690	553,563	25.4%
Cost Allocation Transfers	(862,966)	(287,656)	33.3%
Interest Expense	-	-	0.0%
Transfers/Payments	896,859	-	0.0%
Total Expenditures	\$ 13,928,219	\$ 3,340,960	24.0%

General Fund Increase/Decrease to Fund Balance

	Budget	Year-to-Date
Incr / (Decr) to Fund Balance	11,194	809,596

Community Redevelopment Fund

	Budget	Year-to-Date	%
Revenues & Trfrs In	2,565,711	1,143,791	0.0%
Expenditures	3,184,707	102,436	3.2%
Incr / (Decr) to Fund Balance	(618,996)	1,041,355	

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	20,582,973	42,065	0.2%
1/2 Cent Infrastructure Tax	2,044,744	631,309	30.9%
Total Revenues and Trans In	22,627,717	673,375	3.0%
Expenditures	26,721,570	187,246	0.7%
Incr / (Decr) to Fund Balance	(4,093,853)	486,128	

Water Fund

	Budget	Year-to-Date	%
Revenues & Trfrs In	4,350,859	1,287,888	29.6%
Expenses & Trfrs Out	4,054,455	1,103,700	27.2%
Incr / (Decr) to Net Assets	296,404	184,189	

Sewer Fund

	Budget	Year-to-Date	%
Revenues & Trfrs In	6,935,644	1,991,555	28.7%
Expenses & Trfrs Out	6,855,169	1,326,153	19.3%
Incr / (Decr) to Net Assets	80,475	665,402	

Solid Waste Fund

	Budget	Year-to-Date	%
Revenues	1,118,968	386,281	34.5%
Expenses & Trfrs Out	833,599	172,523	20.7%
Incr / (Decr) to Net Assets	285,369	213,759	

Citywide Increase/Decrease to Fund Balance / Net Assets

	Budget	Year-to-Date
Incr / (Decr) to Fund Balance/Net Assets	(4,039,407)	3,400,429



CITY OF CALLAWAY

Fiscal Year 2025

BUDGET-IN-BRIEF Quarterly Summary as of January 31, 2025

33.3 % 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	\$ 48,895	\$ -	\$ -	\$ 1,774,443	\$ 640,129	73.5%	
Other Taxes	2,230,749	624,330	170,842	-	-	795,172	1,435,577	35.6%	
Permits, Fees, & Licenses	1,482,474	387,077	98,717	-	-	485,795	996,679	32.8%	
Grants & Shared Revenue**	5,650,737	607,045	174,563	-	-	781,609	4,869,128	13.8%	
FEMA Public Assistance	-	-	-	-	-	-	-	0.0%	
Financing Proceeds	-	-	-	-	-	-	-	0.0%	
Service Charges	262,602	68,432	18,125	-	-	86,557	176,045	33.0%	
Judgements, Fines, & Forfeits	51,500	22,683	2,938	-	-	25,621	25,879	49.7%	
Interest & Other Earnings	496,700	109,099	35,640	-	-	144,739	351,961	29.1%	
Rents & Royalties	79,796	13,941	8,204	-	-	22,145	57,651	27.8%	
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	23,484	9,117	22,246	-	-	31,363	(7,879)	133.6%	
Transfers In	1,245,899	-	-	-	-	-	1,245,899	0.0%	
Total Revenues	\$ 13,939,413	\$ 3,570,386	\$ 580,170	\$ -	\$ -	\$ 4,150,556	\$ 9,788,857	29.8%	

General Fund Expenditures									
Expenditures	Budget	1st QTR	2nd QTR	3rd QTR	4th QTR	Year-to-Date	Variance	%	
Executive (Commission)	\$ 56,550	\$ 14,344	\$ 4,545	\$ -	\$ -	\$ 18,890	\$ 37,660	33.4%	
City Manager	251,630	57,785	27,243	-	-	85,029	166,601	33.8%	
Finance	447,380	80,805	70,294	-	-	151,099	296,281	33.8%	
Legal	58,500	13,100	3,460	-	-	16,560	41,940	28.3%	
Code Enforcement	426,391	89,304	26,847	-	-	116,151	310,240	27.2%	
Information Technology	95,907	25,377	5,935	-	-	31,311	64,596	32.6%	
City Clerk	158,688	22,618	10,654	-	-	33,273	125,415	21.0%	
Elections	-	-	-	-	-	-	-	0.0%	
General Government	3,309,123	221,879	65,277	-	-	287,156	3,021,967	8.7%	
Human Resources	96,311	20,671	10,368	-	-	31,038	65,273	32.2%	
Law Enforcement	2,656,718	664,180	221,393	-	-	885,573	1,771,145	33.3%	
Fire Department	2,409,351	553,779	292,550	-	-	846,330	1,563,021	35.1%	
Emergency & Disaster Relief	116,045	4,214	4,485	-	-	8,699	107,346	0.0%	
Utility Billing	-	-	172	-	-	172	(172)	0.0%	
Streets	1,338,897	321,043	144,962	-	-	466,005	872,892	34.8%	
Maintenance Shop	295,145	66,685	31,083	-	-	97,767	197,378	33.1%	
Leisure Services	2,177,690	403,116	150,447	-	-	553,563	1,624,127	25.4%	
Cost Allocation Transfers	(862,966)	(215,742)	(71,914)	-	-	(287,656)	(575,310)	33.3%	
Interest Expense	-	-	-	-	-	-	-	0.0%	
Transfers & Loan Payments	896,859	-	-	-	-	-	896,859	0.0%	
Total Expenditures	\$ 13,928,219	\$ 2,343,158	\$ 997,802	\$ -	\$ -	\$ 3,340,960	\$ 10,587,259	24.0%	

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	\$ 11,194	\$ 1,227,228	\$ (417,632)	\$ -	\$ -	\$ 809,596	\$ (798,402)		

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	16,061	-	-	102,436	3,082,271	3.2%	
Incr / (Decr) to Fund Balance	\$ (618,996)	\$ 1,057,416	\$ (16,061)	\$ -	\$ -	\$ 1,041,355	\$ (1,660,351)		



CITY OF CALLAWAY

Fiscal Year 2025

BUDGET-IN-BRIEF Quarterly Summary as of January 31, 2025

33.3 % of the Year Elapsed

Capital Projects Fund								
	Budget	1st QTR	2nd QTR	3rd QTR	4th QTR	Year-to-Date	Variance	%
Revenues & Trfrs In	20,582,973	-	42,065	-	-	42,065	20,540,908	0.2%
1/2 Cent Infrastructure Tax	2,044,744	502,804	128,505	-	-	631,309	1,413,435	30.9%
Total Revenues and Trans In	22,627,717	502,804	170,571	-	-	673,375	21,954,342	3.0%
Expenditures	26,721,570	87,168	100,078	-	-	187,246	26,534,324	0.7%
Incr / (Decr) to Fund Balance	\$ (4,093,853)	\$ 415,636	\$ 70,493	\$ -	\$ -	\$ 486,128	\$ (4,579,981)	
Water Fund								
	Budget	1st QTR	2nd QTR	3rd QTR	4th QTR	Year-to-Date	Variance	%
Revenues								
Charges for Services	3,826,885	978,471	213,128	-	-	1,191,599	2,635,286	31.1%
Other Income	523,974	76,993	19,296	-	-	96,289	427,685	18.4%
Total Revenues	4,350,859	1,055,464	232,424	-	-	1,287,888	3,062,971	29.6%
Expenditures								
Salaries & Benefits	686,438	156,562	73,491	-	-	230,053	456,385	33.5%
Contractual Services	38,800	8,557	2,136	-	-	10,693	28,107	27.6%
Cost of Water	1,180,314	286,861	102,372	-	-	389,233	791,081	33.0%
Other Expenditures	2,148,903	356,939	116,781	-	-	473,720	1,675,183	22.0%
Total Expenditures	4,054,455	808,919	294,780	-	-	1,103,700	2,950,755	27.2%
Incr / (Decr) to Net Assets	\$ 296,404	\$ 246,545	\$ (62,356)	\$ -	\$ -	\$ 184,189	\$ 112,215	
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	443,394	-	-	1,737,429	3,652,241	32.2%
Other Income	1,545,974	200,117	54,009	-	-	254,126	1,291,848	16.4%
Total Revenues	6,935,644	1,494,153	497,403	-	-	1,991,555	4,944,089	28.7%
Expenditures								
Salaries & Benefits	616,633	115,519	61,520	-	-	177,039	439,594	28.7%
Contractual Services	15,000	1,825	873	-	-	2,699	12,301	18.0%
Cost of Treatment	2,331,955	493,181	132,553	-	-	625,734	1,706,221	26.8%
Other Expenditures	3,891,581	380,273	140,409	-	-	520,682	3,370,899	13.4%
Total Expenditures	6,855,169	990,798	335,355	-	-	1,326,153	5,529,016	19.3%
Incr / (Decr) to Net Assets	\$ 80,475	\$ 503,354	\$ 162,048	\$ -	\$ -	\$ 665,402	\$ (584,927)	
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	89,161	-	-	356,975	708,920	33.5%
Other Income	53,073	21,873	7,433	-	-	29,307	23,766	55.2%
Total Revenues	1,118,968	289,687	96,594	-	-	386,281	732,687	34.5%
Expenditures								
Salaries & Benefits	261,690	53,132	27,391	-	-	80,522	181,168	30.8%
Contractual Services	128,211	740	254	-	-	994	127,217	0.8%
Other Expenditures	443,698	66,715	24,291	-	-	91,006	352,692	20.5%
Total Expenditures	833,599	120,587	51,936	-	-	172,523	946,445	20.7%
Incr / (Decr) to Net Assets	\$ 285,369	\$ 169,100	\$ 44,658	\$ -	\$ -	\$ 213,759	\$ 71,610	
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	\$ (4,039,407)	\$ 3,619,279	\$ (218,850)	\$ -	\$ -	\$ 3,400,429	\$ 7,439,836	

City of Callaway
Balance Sheet
For Period Ended January 31, 2025



	General	CRA	CIP	Water	Sewer	Solid Waste	Total
Current Assets							
Cash & Cash Equivalents	\$ 7,469,487	\$ 2,488,074	\$ (1,513,765)	\$ 2,943,099	\$ 10,650,257	\$ 2,068,005	\$ 24,105,156
Cash - Restricted	2,958,011	-	6,956	2,622,281	1,365,718	-	6,952,966
Cash - Infrastructure Tax	-	-	8,588,663	-	-	-	8,588,663
Cash - ARPA Restricted	-	-	-	-	-	-	-
Investments	12,248	-	-	-	-	-	12,248
Investments - Restricted	169,503	-	-	589,886	2,490,202	-	3,249,590
Receivables	3,673,223	-	184,345	450,325	1,677,460	90,004	6,075,358
Inventory	29,212	-	-	-	-	9,509	38,721
Prepaid Items	156,147	-	-	2,991	-	-	159,137
Other Current Assets	-	-	-	-	1,474,000	-	1,474,000
Total Current Assets:	\$ 14,467,830	\$ 2,488,074	\$ 7,266,200	\$ 6,608,582	\$ 17,657,636	\$ 2,167,518	\$ 50,655,840
Non Current Assets							
Capital Assets	\$ -	\$ -	\$ -	\$ 8,830,252	\$ 9,232,777	\$ 243,003	\$ 18,306,032
Other Noncurrent Assets	-	-	-	3,116,788	9,279,672	-	12,396,460
Deferred Outflow	-	-	-	109,869	94,174	31,391	235,434
Total Non Current Assets:	\$ -	\$ -	\$ -	\$ 12,056,908	\$ 18,606,623	\$ 274,394	\$ 30,937,926
Total Assets:	\$ 14,467,830	\$ 2,488,074	\$ 7,266,200	\$ 18,665,490	\$ 36,264,260	\$ 2,441,912	\$ 81,593,766
Current Liabilities							
Payable	\$ 326,908	\$ 16,061	\$ 32,134	\$ 177,388	\$ 388,767	\$ 12,135	\$ 953,394
Unearned Revenue	3,211,293	-	6,956	-	-	-	3,218,249
Other Current Liability	11,370	-	-	1,724,349	877,000	-	2,612,719
Total Current Liabilities:	\$ 3,549,572	\$ 16,061	\$ 39,090	\$ 1,901,738	\$ 1,265,767	\$ 12,135	\$ 6,784,363
Non Current Liabilities							
Non-Current Liability	\$ -	\$ -	\$ -	\$ 6,776,453	\$ 7,716,056	\$ 114,794	\$ 14,607,302
Deferred Inflow	-	-	-	17,829	15,282	5,093	38,204
Total Non Current Liabilities:	\$ -	\$ -	\$ -	\$ 6,794,282	\$ 7,731,338	\$ 119,887	\$ 14,645,506
Total Liabilities:	\$ 3,549,572	\$ 16,061	\$ 39,090	\$ 8,696,019	\$ 8,997,104	\$ 132,022	\$ 21,429,869
Fund Balance							
Fund Balance Unrestricted	\$ 6,891,331	\$ -	\$ -	\$ 5,648,684	\$ 20,136,840	\$ 1,853,128	\$ 34,529,982
Fund Balance Restricted	3,217,332	1,430,658	6,740,981	4,136,598	6,464,913	243,003	22,233,486
Total Liabilities and Fund	\$ 13,658,234	\$ 1,446,719	\$ 6,780,071	\$ 18,481,302	\$ 35,598,858	\$ 2,228,153	\$ 78,193,337
Retained Earnings:	\$ 809,596	\$ 1,041,355	\$ 486,128	\$ 184,189	\$ 665,402	\$ 213,759	\$ 3,400,429
Total Liabilities, Fund	\$ 14,467,830	\$ 2,488,074	\$ 7,266,200	\$ 18,665,490	\$ 36,264,260	\$ 2,441,912	\$ 81,593,766

Cash and Investments

	Government Funds		Enterprise Funds		Total Funds	
Unrestricted	\$ 8,456,043	41.9%	\$ 15,661,360	68.9%	\$ 24,117,404	56.2%
Restricted	\$ 11,723,133	58.1%	\$ 7,068,087	31.1%	\$ 18,791,220	43.8%
Total	\$ 20,179,176	100.0%	\$ 22,729,447	100.0%	\$ 42,908,623	100.0%
Unrestricted	\$ 8,456,043		\$ 15,661,360		\$ 24,117,404	
17% Reservers	\$ 4,082,259		\$ 1,996,348		\$ 6,078,607	
Net Available for Operations	\$ 4,373,784		\$ 13,665,012		\$ 18,038,797	

City of Callaway
General Fund Revenue & Expenditures
For YTD Period Ended January 31, 2025



<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	\$ 48,895	\$ 1,774,443	\$ 640,129	\$ -	\$ 640,129	73.49%
Local Option Fuel Tax	307,602	21,554	87,733	219,869	-	219,869	28.52%
Pub Svc Utility Tx-Electricity	1,196,059	95,362	451,380	744,679	-	744,679	37.74%
Pub Svc Utility Tax - Water	310,877	21,177	99,450	211,427	-	211,427	31.99%
Pub Svc Utility Tax - Nat. Gas	65,063	6,202	20,869	44,194	-	44,194	32.08%
Pub Svc Utility Tx-Bottled Gas	9,252	912	3,016	6,236	-	6,236	32.60%
Communications Services Tax	322,624	29,481	117,797	204,827	-	204,827	36.51%
Local Business License Tax	19,272	808	14,928	4,345	-	4,345	77.46%
Subtotal	\$ 4,645,321	\$ 224,390	\$ 2,569,615	\$ 2,075,706	\$ -	\$ 2,075,706	55.32%
Permits, Fees and Licenses							
Building Permits	\$ 35,000	\$ 1,135	\$ 9,415	\$ 25,585	\$ -	\$ 25,585	26.90%
Electric Franchise Fees	838,541	64,330	304,595	533,946	-	533,946	36.32%
Gas Franchise Fees	62,697	5,859	18,514	44,183	-	44,183	29.53%
Refuse Collection Permits	103,387	8,309	35,491	67,896	-	67,896	34.33%
Stormwater Fees	106,766	8,883	35,560	71,206	-	71,206	33.31%
Other Licenses & Permits	3,239	215	2,860	379	-	379	88.30%
Comp Plan & LDR Permits	7,844	-	1,350	6,494	-	6,494	17.21%
Impact Fees - Transportation Res.	275,000	9,986	78,010	196,990	-	196,990	28.37%
Impact Fees - Transportation Comm.	50,000	-	-	50,000	-	50,000	0.00%
Subtotal	\$ 1,482,474	\$ 98,717	\$ 485,795	\$ 996,679	\$ -	\$ 996,679	32.77%
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	212,975	484,813	-	484,813	30.52%
MRS - Motor Fuel Tax	152,136	11,092	46,434	105,702	-	105,702	30.52%
Mobile Home License Tax	1,200	503	710	490	-	490	59.21%
Alcoholic Beverage Lic. Tax	4,500	-	3,076	1,424	-	1,424	68.37%
Local Gov't Half Cent Sales Tx	1,781,340	112,092	513,944	1,267,396	-	1,267,396	28.85%
Firefighter Supplemental Comp	2,970	-	780	2,190	-	2,190	26.26%
Motor Fuel Tax Refund	10,750	-	3,688	7,062	-	7,062	34.31%
Subtotal	\$ 5,650,737	\$ 174,563	\$ 781,609	\$ 4,869,128	\$ -	\$ 4,869,128	13.83%

City of Callaway
General Fund Revenue & Expenditures
For YTD Period Ended January 31, 2025



<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	570	1,670	4,430	-	4,430	27.38%
Lien Search Fees	23,000	1,550	4,750	18,250	-	18,250	20.65%
Fire Protection Services (Co.)	208,142	15,611	78,053	130,089	-	130,089	37.50%
Collection of Bad Debt	-	-	8	(8)	-	(8)	0.00%
Penalties	2,500	233	925	1,575	-	1,575	37.01%
Other Charges for Services	20,660	111	651	20,009	-	20,009	3.15%
Foreclosure Registrations	2,150	50	500	1,650	-	1,650	23.26%
Subtotal	\$ 262,602	\$ 18,125	\$ 86,557	\$ 176,045	\$ -	\$ 176,045	32.96%
Other Revenues							
Judgements, Fines, & Forfeits	\$ 51,500	\$ 2,938	\$ 25,621	\$ 25,879	\$ -	\$ 25,879	49.75%
Interest & Dividends	496,700	39,034	144,739	351,961	-	351,961	29.14%
Concession Stand Rent	3,600	-	-	3,600	-	3,600	0.00%
A&CC Rental Fees	47,500	5,634	12,158	35,342	-	35,342	25.60%
Sports Field Rental Fees	5,000	2,120	9,345	(4,345)	-	(4,345)	186.90%
Rec Complex Facility Rentals	1,000	-	180	820	-	820	18.00%
Rents - Other	22,696	450	462	22,234	-	22,234	2.04%
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	700	3,005	(2,065)	-	(2,065)	319.68%
Other Misc. Revenue	22,544	21,546	28,358	(5,814)	-	(5,814)	125.79%
Other Misc. Revenue - Mowing	-	-	-	-	-	-	0.00%
Gen Fund Over/Short	-	-	-	-	-	-	0.00%
Subtotal	\$ 652,380	\$ 72,423	\$ 226,981	\$ 425,399	\$ -	\$ 425,399	34.79%
Total Taxes and Revenues	\$ 12,693,514	\$ 588,218	\$ 4,150,556	\$ 8,542,958	\$ -	\$ 8,542,958	32.70%
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	\$ 13,939,413	\$ 588,218	\$ 4,150,556	\$ 9,788,857	\$ -	\$ 9,788,857	29.78%

City of Callaway
General Fund Revenue & Expenditures
For YTD Period Ended January 31, 2025



<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	\$ 16,667	\$ 33,333	\$ -	\$ 33,333	33.33%
Benefits	3,950	327	1,307	2,643	-	2,643	33.08%
Other Expenses	2,600	52	916	1,684	-	1,684	35.24%
Subtotal Commission	\$ 56,550	\$ 4,545	\$ 18,890	\$ 37,660	\$ -	\$ 37,660	33.40%
City Manager							
Salaries and Wages	\$ 164,965	\$ 18,796	\$ 57,407	\$ 107,558	\$ -	\$ 107,558	34.80%
Benefits	77,865	8,408	25,905	51,960	-	51,960	33.27%
Other Expenses	8,800	40	1,717	7,083	289	6,794	19.51%
Subtotal City Manager	251,630	27,243	85,029	166,601	289	166,313	33.79%
Finance Dept.							
Salaries and Wages	\$ 227,884	\$ 25,714	\$ 79,069	\$ 148,815	\$ -	\$ 148,815	34.70%
Benefits	106,246	11,178	35,232	71,014	-	71,014	33.16%
Audit / Accounting	59,700	-	-	59,700	-	59,700	0.00%
Other Contractual Service	34,575	32,425	32,893	1,682	-	1,682	95.14%
Other Expenses	18,975	977	3,905	15,070	-	15,070	20.58%
Subtotal Finance	\$ 447,380	\$ 70,294	\$ 151,099	\$ 296,281	\$ -	\$ 296,281	33.77%
Legal							
City Attorney Fees	\$ 56,000	\$ 3,460	\$ 16,560	\$ 39,440	\$ -	\$ 39,440	29.57%
Other Expenses	2,500	-	-	2,500	-	2,500	0.00%
Subtotal Legal	\$ 58,500	\$ 3,460	\$ 16,560	\$ 41,940	\$ -	\$ 41,940	28.31%
Code Enforcement							
Salaries and Wages	\$ 163,881	\$ 18,478	\$ 57,054	\$ 106,827	\$ -	\$ 106,827	34.81%
Benefits	70,820	6,796	23,104	47,716	-	47,716	32.62%
Other Contractual Services	38,500	450	7,377	31,123	-	31,123	19.16%
Animal Control	130,000	-	26,250	103,750	-	103,750	20.19%
Other Expenses	23,190	1,097	2,365	20,825	150	20,675	10.20%
Capital Outlay - Fixed Assets	-	-	-	-	-	-	0.00%
Subtotal Planning / Code	\$ 426,391	\$ 26,821	\$ 116,151	\$ 310,240	\$ 150	\$ 310,090	27.24%
Information Technology							
IT - Contracted Services	\$ 70,907	\$ 5,935	\$ 23,484	\$ 47,423	\$ -	\$ 47,423	33.12%
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	\$ 31,311	\$ 64,596	\$ -	\$ 64,596	32.65%
City Clerk							
Salaries & Wages	102,091	8,143	24,878	77,213	-	77,213	24.37%
Benefits	45,177	2,473	8,168	37,009	-	37,009	18.08%
Other Expenses	11,420	39	227	11,193	-	11,193	1.98%
Subtotal City Clerk	\$ 158,688	\$ 10,654	\$ 33,273	\$ 125,415	\$ -	\$ 125,415	20.97%

City of Callaway
General Fund Revenue & Expenditures
For YTD Period Ended January 31, 2025



<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	\$ 5,758	\$ 18,486	\$ 40,595	\$ -	\$ 40,595	31.29%
Benefits	29,461	2,408	8,429	21,032	-	21,032	28.61%
Other Contractual Services	70,000	3,478	11,012	58,988	578	58,410	15.73%
Communications/Telephone	25,000	1,067	5,089	19,911	-	19,911	20.35%
Utilities	15,600	1,422	4,541	11,059	-	11,059	29.11%
Repair and Maintenance	2,500	-	-	2,500	-	2,500	0.00%
Other Expenses	718,844	51,077	239,599	479,245	2,551	476,694	33.33%
Capital Outlay - Fixed Assets	2,388,637	-	-	2,388,637	-	2,388,637	0.00%
Subtotal Gen Govt / Admin	\$ 3,309,123	\$ 65,211	\$ 287,156	\$ 3,021,967	\$ 3,129	\$ 3,018,838	8.68%
Human Resources							
Salaries & Wages	70,033	8,020	24,589	45,444	-	45,444	35.11%
Benefits	17,928	1,832	5,645	12,283	-	12,283	31.49%
Other Expenses	8,350	517	804	7,546	-	7,546	9.63%
Subtotal Human Resources	\$ 96,311	\$ 10,368	\$ 31,038	\$ 65,273	\$ -	\$ 65,273	32.23%
Law Enforcement							
Other Contractual Services	\$ 2,656,718	\$ 221,393	\$ 885,573	\$ 1,771,145	\$ -	\$ 1,771,145	33.33%
Utilities	-	-	-	-	-	-	0.00%
Subtotal Law Enforcement	\$ 2,656,718	\$ 221,393	\$ 885,573	\$ 1,771,145	\$ -	\$ 1,771,145	33.33%
Fire Department							
Salaries and Wages	\$ 1,237,269	\$ 143,359	\$ 430,372	\$ 806,897	\$ -	\$ 806,897	34.78%
Benefits	799,704	82,581	265,967	533,737	-	533,737	33.26%
Communications/Telephone	12,000	884	3,544	8,456	-	8,456	29.53%
Utilities	27,000	2,010	7,643	19,357	-	19,357	28.31%
Insurance	-	-	-	-	-	-	0.00%
Repair and Maintenance	94,160	1,943	9,543	84,617	9,883	74,734	10.13%
Other Expenses	122,600	6,220	39,284	83,316	18,180	65,136	32.04%
Capital Outlay - Fixed Assets	116,618	55,424	89,976	26,642	11,351	15,291	77.15%
Subtotal Fire Dept.	\$ 2,409,351	\$ 292,420	\$ 846,330	\$ 1,563,021	\$ 39,414	\$ 1,523,607	35.13%

City of Callaway
General Fund Revenue & Expenditures
For YTD Period Ended January 31, 2025



<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	2,435	8,699	13,772	-	13,772	38.71%
Legal Fees (City Atty)	-	-	-	-	-	-	0.00%
Contracted Services Debris Monitoring	-	-	-	-	-	-	0.00%
Debris Removal - Vegetative	-	-	-	-	-	-	0.00%
Debris - Operat & Grinding	-	-	-	-	-	-	0.00%
Debris Removal - Construction	-	-	-	-	-	-	0.00%
Debris - Hazardous Trees	-	-	-	-	-	-	0.00%
Buildings	-	-	-	-	-	-	0.00%
Improvements O/T Buildings	-	-	-	-	-	-	0.00%
Machinery & Equipment	-	-	-	-	-	-	0.00%
Drainage Projects	93,574	-	-	93,574	-	93,574	0.00%
Subtotal E & D Relief	\$ 116,045	\$ 2,435	\$ 8,699	\$ 107,346	\$ -	\$ 107,346	7.50%
Utility Billing							
Salaries & Wages	\$ 317,445	\$ 33,420	\$ 102,791	\$ 214,654	\$ -	\$ 214,654	32.38%
Benefits	146,351	11,904	40,015	106,336	-	106,336	27.34%
Contractual Services UB	69,467	22,090	30,847	38,620	-	38,620	44.40%
Transportation & Postage	39,960	131	12,916	27,044	-	27,044	32.32%
Other Expenses	156,770	12,115	50,093	106,677	3,472	103,204	31.95%
CA - UB - Operating Exp	(729,993)	(79,487)	(236,490)	(493,503)	-	(493,503)	32.40%
Subtotal Utility Billing	\$ -	\$ 172	\$ 172	\$ (172)	\$ 3,472	\$ (3,645)	0.00%

City of Callaway
General Fund Revenue & Expenditures
For YTD Period Ended January 31, 2025



<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	\$ 54,688	\$ 172,724	\$ 383,976	\$ -	\$ 383,976	31.03%
Benefits	232,478	19,889	66,207	166,271	-	166,271	28.48%
Contractual Services	28,350	789	13,301	15,049	1,595	13,454	46.92%
Stormwater Services	25,000	2,200	6,584	18,416	-	18,416	26.34%
Street Lighting	185,400	14,822	57,349	128,051	-	128,051	30.93%
Repair and Maintenance	74,500	5,212	26,123	48,377	4,507	43,870	35.06%
Fuel & Lubricants	60,000	3,264	12,773	47,227	-	47,227	21.29%
Road Materials & Supplies	40,000	1,847	3,755	36,245	692	35,553	9.39%
Sidewalk Repairs	20,000	-	5,132	14,868	-	14,868	25.66%
Other Expenses	20,875	2,574	11,833	9,042	-	9,042	56.69%
Capital Outlay - Fixed Assets	95,594	39,424	90,223	5,371	-	5,371	94.38%
Paving	-	-	-	-	-	-	0.00%
Subtotal Street Dept.	\$ 1,338,897	\$ 144,709	\$ 466,005	\$ 872,892	\$ 6,794	\$ 866,098	34.81%
Maintenance Shop							
Salaries and Wages	\$ 163,113	\$ 18,606	\$ 57,372	\$ 105,741	\$ -	\$ 105,741	35.17%
Benefits	63,062	6,321	20,899	42,163	-	42,163	33.14%
Contracted Services	16,600	1,155	6,278	10,323	1,622	8,701	37.82%
Utilities	8,880	533	1,660	7,220	-	7,220	18.69%
Repair and Maintenance	10,400	23	498	9,902	2,400	7,502	4.79%
Operating Supplies	10,000	253	2,315	7,685	2,483	5,202	23.15%
Other Expenses	23,090	3,611	8,745	14,345	1,165	13,180	37.87%
Capital Outlay - Fixed Assets	-	-	-	-	-	-	0.00%
Subtotal Maintenance Shop	\$ 295,145	\$ 30,500	\$ 97,767	\$ 197,378	\$ 7,670	\$ 189,708	33.13%
Leisure Services							
Salaries and Wages	\$ 855,140	\$ 84,583	\$ 265,552	\$ 589,588	\$ -	\$ 589,588	31.05%
Benefits	390,723	31,509	107,161	283,562	-	283,562	27.43%
Contracted Services	29,750	1,806	15,701	14,049	1,630	12,419	52.78%
Utilities	103,000	6,365	31,508	71,492	-	71,492	30.59%
Repair and Maintenance	180,000	18,114	66,425	113,575	12,069	101,506	36.90%
Operating Supplies	35,000	355	18,637	16,363	60	16,303	53.25%
Other Expenses	83,900	4,574	23,582	60,318	700	59,618	28.11%
Capital Outlay - Fixed Assets	500,177	499	24,997	475,180	93,749	381,431	5.00%
Subtotal Leisure Services	\$ 2,177,690	\$ 147,804	\$ 553,563	\$ 1,624,127	\$ 108,207	\$ 1,515,920	25.42%
Operating Expenses							
Cost Allocation Transfers	\$ (862,966)	\$ (71,914)	\$ (287,656)	\$ (575,310)	\$ -	\$ (575,310)	33.33%
Transfers Out	896,859	-	-	896,859	-	896,859	0.00%
Increase to Reserves	11,194	-	-	11,194	-	11,194	0.00%
Unrealized Gain/Loss on Invest	-	-	-	-	-	-	0.00%
Interest Expense	-	-	-	-	-	-	0.00%
Sutotal Other Operating Expenses	\$ 45,087	\$ (71,914)	\$ (287,656)	\$ 332,743	\$ -	\$ 332,743	-638.00%
Total Expenditures	\$ 13,939,413	\$ 992,052	\$ 3,340,960	\$ 10,598,453	\$ 169,125	\$ 10,429,328	23.97%
Net Fund Revenues & Expenditures	\$ -	\$ (403,835)	\$ 809,596	\$ (809,596)	\$ (169,125)	\$ (640,471)	

City of Callaway
CRA Fund Revenues & Expenditures
For YTD Period Ended January 31, 2025



<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	-	-	-	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	9,201	-	9,201	98.81%
Subtotal	2,565,711	-	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	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	-	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	-	56,420	35,030	-	35,030	61.69%
Stormwater Projects - Cemetary Drainage	300,000	1,150	1,614	298,387	2,381	296,006	0.54%
Stormwater Projects - Berthe Spillway	2,727,807	14,911	43,708	2,684,100	155,851	2,528,249	1.60%
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	16,061	102,436	3,082,271	158,232	2,924,040	3.22%
Net Fund Revenues & Expenditures	-	(16,061)	1,041,355	(1,041,355)	(158,232)	(883,123)	

City of Callaway
Capital Projects Fund Revenues & Expenditures
For YTD Period Ended January 31, 2025



	2025	Current	Year to		Encumbered	Budget	% of
Description	Budget	Month	Date	YTD Var	Amount	Available	Bud. Used
Revenues and Other Sources of Funds							
Grants & Shared Revenues							
Federal Grants - 428	\$ 2,305,673	\$ 42,065	\$ 42,065	\$ 2,263,608	\$ -	\$ 2,263,608	1.82%
Infrastructure Half Cent Tax	1,775,763	97,798	510,864	1,264,899	-	1,264,899	28.77%
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	400,000	-	-	400,000	-	400,000	0.00%
FDOT Grant - Cherry Street Sidewalk	2,553,262	-	-	2,553,262	-	2,553,262	0.00%
FDOT Grant - West Cherry Street	528,511	-	-	528,511	-	528,511	0.00%
Paving Grant - State	2,000,000	-	-	2,000,000	-	2,000,000	0.00%
CDBG Grant - Lift Station Rehab	2,466,203	-	-	2,466,203	-	2,466,203	0.00%
Subtotal	21,461,877	139,864	552,930	20,908,947	-	20,908,947	2.58%
Other Sources							
Interest - Infrastructure	\$ 268,981	\$ 30,707	\$ 120,445	\$ 148,536	\$ -	\$ 148,536	44.78%
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	\$ 26,721,570	\$ 170,571	\$ 673,375	\$ 26,048,195	\$ -	\$ 26,048,195	2.52%
Expenditures and Uses of Funds							
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	8,610	8,610	16,390	-	16,390	34.44%
Fox & Lannie Row Pond Clean-UP	141,500	-	-	141,500	-	141,500	0.00%
Berthe Ave Spillway Bridge	978,963	16,254	67,373	911,590	838,038	73,552	6.88%
FDOT Tyndall Median Beautification	400,000	459	459	399,541	6,657	392,884	0.11%
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	13,250	13,250	2,301,760	106,028	2,195,732	0.57%
FDOT Grant - Cherry Street Sidewalk	2,540,989	741	1,824	2,539,165	460,806	2,078,359	0.07%
Road Paving	-	-	-	-	-	-	0.00%
State Grant - Road Paving	1,180,134	500	5,500	1,174,634	827,769	346,865	0.47%
Cherry St Paving & 2nd Sidewalk	5,181,853	-	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	528,511	-	-	528,511	-	528,511	0.00%
Subtotal	\$ 19,066,823	\$ 39,815	\$ 140,756	\$ 18,926,067	\$ 3,908,269	\$ 15,017,798	0.74%
Lift Station Rehab - CDBG	2,516,203	16,100	16,100	2,500,103	128,800	2,371,303	0.64%
Sandy Creek Rehab CDBG	5,138,544	25,000	30,390	5,108,154	205,212	4,902,942	0.59%
Subtotal	\$ 7,654,747	\$ 41,100	\$ 46,490	\$ 7,608,257	\$ 334,012	\$ 7,274,245	0.61%
Total Expenditures and Uses of Funds	\$ 26,721,570	\$ 80,915	\$ 187,246	\$ 26,534,324	\$ 4,242,281	\$ 22,292,043	0.70%
Net Fund Revenues & Expenditures	\$ -	\$ 89,656	\$ 486,128	\$ (486,128)	\$ (4,242,281)	\$ 3,756,152	

City of Callaway
Water Fund Revenues & Expenditures
For YTD Period Ended January 31, 2025



<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	\$ 5,000	\$ -	\$ 1,984	\$ 3,016	\$ -	\$ 3,016	39.69%
Impact Fees - Water Res.	115,000	2,534	27,070	87,930	-	87,930	23.54%
Impact Fees - Water Comm.	10,000	-	990	9,010	-	9,010	9.90%
State Grants - Storms & Floods	-	-	-	-	-	-	0.00%
Subtotal	\$ 130,000	\$ 2,534	\$ 30,045	\$ 99,955	\$ -	\$ 99,955	23.11%
Charges for Services							
Water Charges	\$ 3,402,940	\$ 230,487	\$ 1,070,481	\$ 2,332,459	\$ -	\$ 2,332,459	31.46%
Collection of Bad Debt	-	-	54	(54)	-	(54)	0.00%
Reconnect Fees	129,819	10,450	39,500	90,319	-	90,319	30.43%
Penalties	77,327	6,543	26,751	50,576	-	50,576	34.59%
System Taps	11,486	1,130	2,500	8,986	-	8,986	21.77%
Other Utility Income	205,313	11,047	52,313	153,000	-	153,000	25.48%
Utilities Over/Short	-	-	-	-	-	-	0.00%
Service Work Charges	-	-	-	-	-	-	0.00%
Subtotal	\$ 3,826,885	\$ 259,657	\$ 1,191,599	\$ 2,635,286	\$ -	\$ 2,635,286	31.14%
Interest & Other Earnings							
Interest	\$ 120,000	\$ 10,016	\$ 37,440	\$ 82,560	\$ -	\$ 82,560	31.20%
Interest - Impact Fees	55,000	5,165	20,653	34,347	-	34,347	37.55%
Interest - Spec Cap Ext Fees	-	-	-	-	-	-	0.00%
Disposition of Fixed Assets	-	-	62	(62)	-	(62)	0.00%
Insurance Proceeds	-	-	1,765	(1,765)	-	(1,765)	0.00%
Subtotal	\$ 175,000	\$ 15,181	\$ 59,920	\$ 115,080	\$ -	\$ 115,080	34.24%
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	\$ 278,953	\$ 1,287,888	\$ 3,062,971	\$ -	\$ 3,062,971	29.60%

City of Callaway
Water Fund Revenues & Expenditures
For YTD Period Ended January 31, 2025



<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	\$ 54,303	\$ 164,973	\$ 309,420	\$ -	\$ 309,420	34.78%
Benefits	212,045	19,189	65,080	146,965	-	146,965	30.69%
Engineering Services	-	-	-	-	-	-	0.00%
Contractual Services	38,800	2,136	10,693	28,107	6,112	21,994	27.56%
Cost of Water	1,180,314	102,372	389,233	791,081	-	791,081	32.98%
Communications/Telephone	5,500	448	1,396	4,104	-	4,104	25.39%
Transportation/Postage	2,500	400	400	2,100	-	2,100	16.00%
Utilities	18,000	621	2,449	15,551	-	15,551	13.60%
Insurance	-	-	-	-	-	-	0.00%
Repair and Maintenance	162,000	5,898	42,366	119,634	13,303	106,331	26.15%
Fuel & Lubricants	40,000	2,494	10,427	29,573	-	29,573	26.07%
Operating Supplies	20,000	1,148	8,092	11,908	2,715	9,193	40.46%
Other Expenses	129,500	5,701	29,032	100,468	13,219	87,249	22.42%
Capital Outlay - Fixed Assets	331,250	3,894	37,527	293,723	75,373	218,350	11.33%
Interest Pmt	256,416	21,051	84,205	172,211	-	172,211	32.84%
Amortization - Loss on AdvRef	38,143	3,179	12,716	25,427	-	25,427	33.34%
UB Cost Allocation	364,996	39,743	118,245	246,751	-	246,751	32.40%
Cost Allocation Transfer	380,598	31,716	126,864	253,734	-	253,734	33.33%
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	\$ 294,293	\$ 1,103,700	\$ 3,247,159	\$ 110,722	\$ 3,136,437	25.37%
Net Fund Revenues & Expenditures	\$ -	\$ (15,340)	\$ 184,189	\$ (184,189)	\$ (110,722)	\$ (73,467)	

City of Callaway
Sewer Fund Revenues & Expenditures
For YTD Period Ended January 31, 2025



<u>Description</u>	<u>2025 Budget</u>	<u>Current Month</u>	<u>Year to Date</u>	<u>YTD Var</u>	<u>Encumbered Amount</u>	<u>Budget Available</u>	<u>% of Bud. Used</u>
Revenues and Other Sources of Funds							
Permits, Fees, & Licenses							
Special Capital Ext Fee	\$ 2,500	\$ -	\$ 2,526	\$ (26)	\$ -	\$ (26)	101.02%
Impact Fees - Sewer Res.	120,000	4,675	41,785	78,215	-	78,215	34.82%
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	\$ 4,675	\$ 44,985	\$ 984,515	\$ -	\$ 984,515	4.37%
Charges for Services							
Charges for Serives	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Collection of Bad Debt	-	-	128	(128)	-	(128)	0.00%
Account Fees	16,739	1,290	5,160	11,579	-	11,579	30.83%
Reconnect Fees	-	-	-	-	-	-	0.00%
Penalties	130,284	11,460	44,811	85,473	-	85,473	34.40%
System Taps	11,594	810	2,040	9,554	-	9,554	17.60%
Other Utility Income	500	-	-	500	-	500	0.00%
Sewer / Wastewater Charges	5,230,553	429,724	1,685,291	3,545,262	-	3,545,262	32.22%
Subtotal	\$ 5,389,670	\$ 443,284	\$ 1,737,429	\$ 3,652,241	\$ -	\$ 3,652,241	32.24%
Interest & Other Earnings							
Dividends	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Interest Earned	400,000	38,428	153,176	246,824	-	246,824	38.29%
Interest - Impact Fees	97,500	9,325	37,450	60,050	-	60,050	38.41%
Interest - Spec Cap Ext Fees	-	-	-	-	-	-	0.00%
Interest - Sandy Creek Assmts	-	-	-	-	-	-	0.00%
Interest - Bond Proceeds	-	-	-	-	-	-	0.00%
Disposition of Fixed Assets	-	-	4,940	(4,940)	-	(4,940)	0.00%
Subtotal	\$ 497,500	\$ 47,753	\$ 202,817	\$ 294,683	\$ -	\$ 294,683	40.77%
Other Sources							
Transfer from General Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Amort-Premium 2015 Refunding	18,974	1,581	6,324	12,650	-	12,650	33.33%
Subtotal	\$ 18,974	\$ 1,581	\$ 6,324	\$ 12,650	\$ -	\$ 12,650	33.33%
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	\$ 497,293	\$ 1,991,555	\$ 4,944,089	\$ -	\$ 4,944,089	28.71%

City of Callaway
Sewer Fund Revenues & Expenditures
For YTD Period Ended January 31, 2025



<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	\$ 41,652	\$ 122,104	\$ 295,282	\$ -	\$ 295,282	29.25%
Benefits	199,247	17,393	54,935	144,312	-	144,312	27.57%
Engineering Services	-	-	-	-	-	-	0.00%
Contractual Services	15,000	873	2,699	12,301	1,582	10,719	17.99%
Cost of Treatment	2,331,955	156,500	625,734	1,706,221	-	1,706,221	26.83%
Communications/Telephone	5,300	513	1,580	3,720	-	3,720	29.82%
Transportation/Postage	2,640	400	400	2,240	-	2,240	15.15%
Utilities	91,000	7,286	30,115	60,885	-	60,885	33.09%
Insurance	-	-	-	-	-	-	0.00%
Repair and Maintenance	181,000	11,587	51,577	129,423	9,264	120,159	28.50%
Fuel & Lubricants	74,500	7,598	23,559	50,941	-	50,941	31.62%
Operating Supplies	16,500	801	4,869	11,631	-	11,631	29.51%
Other Expenses	46,700	3,552	11,446	35,254	1,007	34,247	24.51%
Capital Outlay - Fixed Assets	2,058,046	13,521	60,771	1,997,275	144,044	1,853,231	2.95%
Principal Pmt	400,000	-	-	400,000	-	400,000	0.00%
Amortization of Bond Costs	-	-	-	-	-	-	0.00%
Interest Pmt	256,416	21,051	84,205	172,211	-	172,211	32.84%
Interest Pmt / Sandy Creek	-	-	-	-	-	-	0.00%
Amort. of Deferred Loss on Ref	38,143	3,179	12,716	25,427	-	25,427	33.34%
Bond Issuance Cost	5,500	500	4,250	1,250	-	1,250	77.27%
UB Cost Allocation	364,996	39,743	118,245	246,751	-	246,751	32.40%
Cost Allocation Transfers	350,840	29,237	116,948	233,892	-	233,892	33.33%
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	\$ 355,387	\$ 1,326,153	\$ 5,609,491	\$ 155,898	\$ 5,453,593	19.12%
Net Fund Revenues & Expenditure:	\$ -	\$ 141,906	\$ 665,402	\$ (665,402)	\$ (155,898)	\$ (509,504)	

City of Callaway
Solid Waste Fund Revenues & Expenditures
For YTD Period Ended January 31, 2025



<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	2,383	9,367	18,219	-	18,219	33.96%
Other Utility Income	-	-	-	-	-	-	0.00%
State Grants - Storms & Floods	-	-	-	-	-	-	0.00%
Solid Waste Service Fees	1,038,309	86,778	347,587	690,722	-	690,722	33.48%
Subtotal	\$ 1,065,895	\$ 89,161	\$ 356,975	\$ 708,920	\$ -	\$ 708,920	33.49%
Interest & Other Earnings							
Interest	\$ 51,073	\$ 7,357	\$ 28,567	\$ 22,506	\$ -	\$ 22,506	55.93%
Disposition of Fixed Assets	-	-	-	-	-	-	0.00%
Sales of Surplus or Scrap	2,000	77	739	1,261	-	1,261	36.96%
Transfer From General Fund	-	-	-	-	-	-	0.00%
Subtotal	\$ 53,073	\$ 7,433	\$ 29,307	\$ 23,766	\$ -	\$ 23,766	55.22%
Use of Reserves							
Budgeted Use of Reserves (UN)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Total Revenues & Sources of Funds	\$ 1,118,968	\$ 96,594	\$ 386,281	\$ 732,687	\$ -	\$ 732,687	34.52%
<u>Expenditures and Uses of Funds</u>							
Salaries and Wages	\$ 185,307	\$ 20,547	\$ 61,797	\$ 123,510	\$ -	\$ 123,510	33.35%
Benefits	76,383	6,843	18,725	57,658	-	57,658	24.51%
Contracted Services	128,211	254	994	127,217	-	127,217	0.78%
Repair and Maintenance	47,000	514	5,989	41,011	5,013	35,998	12.74%
Tipping Fees	150,000	10,787	33,435	116,565	13,213	103,352	22.29%
Fuel & Lubricants	40,000	1,874	7,192	32,808	-	32,808	17.98%
Other Expenses	7,670	100	546	7,124	-	7,124	7.12%
Capital Outlay - Fixed Assets	-	-	-	-	-	-	0.00%
Cost Allocation Transfer	131,528	10,961	43,844	87,684	-	87,684	33.33%
Budgeted Increase to Reserves	285,369	-	-	285,369	-	285,369	0.00%
Total Expenditures	\$ 1,118,968	\$ 51,881	\$ 172,523	\$ 946,445	\$ 18,226	\$ 928,220	15.42%
Net Fund Revenues & Expenditures	\$ -	\$ 44,713	\$ 213,759	\$ (213,759)	\$ (18,226)	\$ (195,533)	

CITY OF CALLAWAY

BOARD OF COMMISSIONERS

AGENDA ITEM SUMMARY

DATE: FEBRUARY 25, 2025

ITEM: ORDINANCE NO. 1110 – SMALL SCALE COMP PLAN AMENDMENT – 1200 BLOCK OF S. KATHERINE AVE, PARCEL ID 07295-000-000 (2ND READING)

1. PLACED ON AGENDA BY:

Eddie Cook, City Manager

And

Bill Frye, Director of Public Works/Planning

2. AGENDA:

PRESENTATION ☐

PUBLIC HEARING ☒

OLD BUSINESS ☐

REGULAR ☐

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

N/A

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

The request is for a Small Scale Comprehensive Plan Amendment to change the Callaway Future Land Use Map. The property currently has a Future Land Use Designation of Low Density Residential. The applicant, Napoleon Decutiis, is requesting that the City of Callaway amend the Future Land Use Map to provide the property with a “High Density Residential” designation.

The subject property is approximately 2.065 acres.

The Planning Department has reviewed the proposed SSCPA for consistence with the Callaway Comprehensive Plan and has performed a capacity analysis of future facilities and services. The proposed plan amendment was found to be consistent with the pertinent elements of the Comprehensive Plan.

The Planning Board has met on February 4, 2025 and recommended that the City Commission approve the SSCPA.

ATTACHMENTS:

- Ordinance No. 1110
- SSCMP Application
- Future Land Use Map Area

5. REQUESTED MOTION/ACTION: Approval of the final reading of Ordinance No. 1110 upon roll-call vote.

ORDINANCE NO. 1110

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF CALLAWAY, ACTING UPON THE APPLICATION OF NAPOLEON DECIUTHS, DESIGNATING FOR HIGH DENSITY RESIDENTIAL FUTURE LAND USE A CERTAIN PARCEL OF LAND LYING WITHIN THE CITY OF CALLAWAY, FLORIDA, CONSISTING OF APPROXIMATELY 2.065 MORE OR LESS ACRES; SAID PARCEL IS LOCATED ON SOUTH KATHERINE AVE, CALLAWAY, FLORIDA, PARCEL ID 07295-000-000, AS MORE PARTICULARLY DESCRIBED IN THE BODY OF THE ORDINANCE; AMENDING THE CITY'S FUTURE LAND USE MAP FOR HIGH DENSITY RESIDENTIAL DESIGNATION FOR THE PARCEL; REPEALING ORDINANCES OR PARTS OF ORDINANCE IN CONFLICT HEREWITH; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AS PROVIDED BY LAW.

WHEREAS, the Callaway City Commission approved Ordinance No. 664, known as "The City of Callaway Comprehensive Growth Development Plan"; and

WHEREAS, the City Commission desires to amend the Future Land Use Map ("FLUM") contained within the City of Callaway Comprehensive Growth Development Plan to change the future land use designation for a certain parcel of land within the City; and

WHEREAS, Exponential Investment Group, LLC, (the "Applicant"), submitted an application requesting an amendment to the Comprehensive Plan designating a certain parcel as "High Density Residential" and

WHEREAS, the Callaway Planning Board reviewed the proposed amendment, conducted a public hearing pursuant to Section 163.3174, Florida Statutes, on February 4, 2025, and recommended approval; and

WHEREAS, the Applicant and the City have agreed that the property should be designated "High Density Residential"; and

WHEREAS, the City Commission conducted a public hearing and two separate readings of the Applicant's request; and

WHEREAS, on February 25, 2025, the City Commission conducted a properly noticed adoption hearing as required by Sections 163.3184 and 163.3187, Florida Statutes, and adopted this Ordinance in the course of that hearing; and

WHEREAS, the subject property involves a use of fifty (50) acres or less and the cumulative effect of the acreage for all small scale amendments adopted by the City this calendar year, including the subject parcel, does not exceed 120 acres, and the subject parcels otherwise qualify for a small scale amendment pursuant to Section 163.3187(1), Florida Statutes; and

WHEREAS, all conditions required for the enactment of this Ordinance to amend the City of Callaway Comprehensive Growth Development Plan to make respective FLUM designation for the subject parcel have been met;

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

SECTION 1. The following described parcel of real property situated within the municipal limits of the City of Callaway, Florida, is designated Commercial future land use under the City's Comprehensive Plan, to wit,

EXHIBIT "A"

and the City's Future Land Use Map is amended accordingly.

SECTION 2. SEVERABILITY. If any section, subsection, sentence, clause, phrase or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion or application shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.

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

SECTION 4. EFFECTIVE DATE. The Ordinance shall take effect as provided by law.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Commission of the City of Callaway, Florida, this 25th day of February 25, 2025.

CITY OF CALLAWAY, FLORIDA

By: _____
Pamn Henderson, Mayor

ATTEST: _____
Ashley Robyck, City Clerk

PASSED ON FIRST READING: FEBRUARY 11, 2025
NOTICE PUBLISHED ON: FEBRUARY 13, 2025
PASSED ON SECOND READING: FEBRUARY 25, 2025

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

Kevin D. Obos, City Attorney

VOTE OF COMMISSION:

Davis	_____
Griggs	_____
Pelletier	_____
Ayers	_____
Henderson	_____

EXHIBIT "A"

**ORDINANCE NO. 1110
AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF CALLAWAY
FOR PARCEL ID: 07295-000-000**

Lot Eight (8), Block "D", of a Subdivision entitled East Bay Park and lying in the East Half of the East Half of Section 19, Township 4 South, Range 13 West, recorded in Plat Book 8, Page 10, of the Public Records of Bay County, Florida.



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

SMALL SCALE COMPREHENSIVE PLAN AMENDMENT APPLICATION

Application fee: \$1,100
(Plus, hourly attorney and engineering fees reimbursed as billed)

NOTE: The subject property must be under 50 acres in size to qualify as a Small-Scale Plan Amendment.

A. APPLICANT INFORMATION

1. Owner's name: Exponential Investment Group LLC
2. Mailing address: 1016 Thomas Drive #243 PC 32408
3. Phone: 904 822 1438 Fax: — Email: ex2igroup@gmail.com
4. Authorized agent name: ~~Debra V. Harris~~ Nap de Cortes
5. Mailing address: Same as above
6. Phone: Same Fax: — Email: Same

If the applicant does not own the property, give name, address, and telephone number of owner. (Must attach a notarized statement of consent from the owner) Attach a legal description including a survey if available. Attach a copy of the deed or other instrument documenting legal interest.

B. REQUESTED AMENDMENT

to amend FLM Map to allow for townhomes on
individual lots in lieu of single family lots, to
make project financially feasible,

November 29, 2023

C. PROPERTY INFORMATION

1. Address of site for which amendment is requested:

Kelvin Ave - 2 AC

2. Tax ID: 07245 - 000-000

3. Acreage of property: 2.06 AC

4. Existing Tax Classification: -

5. Proposed Tax Classification: -

D. SITE INFORMATION

The following information must be provided along with this application:

1. The most recent aerial photograph available from the Property Appraiser's Office. The information required by 2. (a) Through (g) may be shown on the aerial photo in lieu of the required site plan.
2. A site plan or drawing, drawn to a scale deemed acceptable by the Planning Director, which describes or shows the following:
 - a) Location in relation to surrounding physical features such as streets, railroads, water bodies, etc. Names of all adjacent streets and other physical features must be shown.
 - b) North direction arrow.
 - c) Township, Range and Section
 - d) Existing designated use of the site and all adjacent properties, as shown on the Land Use Map.
 - e) Dimensions of the site (length, width, etc.) in linear feet.
 - f) Size of the site in square feet or acres.
 - g) The type of development proposed for the site; the general location of such development of the site, and the size (square feet) of the proposed development.

E. JUSTIFICATION

Explain the circumstances that give rise to the need for the amendment, including an explanation of why a similar piece of property already designated for the requested use would not be suitable.

F. FACILITY CAPACITY ANALYSIS

Applicant must provide information as to how the site will have access to potable water, sewage disposal, roads, and storm water control.

1. **Transportation** – Comprehensive Plan Amendment Traffic Impact Analysis Guidelines are attached to this application (Please include a transportation impact analysis with application)

MINIMAL IMPACT

2. **Potable Water Source -**

Private water wells:

Private community system provider:

Community water avail on Katherine Ave

Public water system provider:

3. **Sewage Disposal Source -**

Private septic tanks:

Private sewage system provider:

Public sewage system provider:

Public Sewage System avail on Katherine Ave

4. **Storm water control**

Describe how the storm water will be controlled and treated:

Underground Storm Sewerage w/ detention on site

Attach additional pages if necessary.

G. CERTIFICATION AND AUTHORIZATION

By my signature hereto, I do hereby certify that the information contained in this application is true and correct and understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application.

I do hereby authorize the City of Callaway staff to enter upon my property at any reasonable time for purposes of site inspection.

I do hereby authorize the placement of a public notice sign on my property at locations to be determined by City staff.

Nathan de Cuir

Applicant's name (please print)

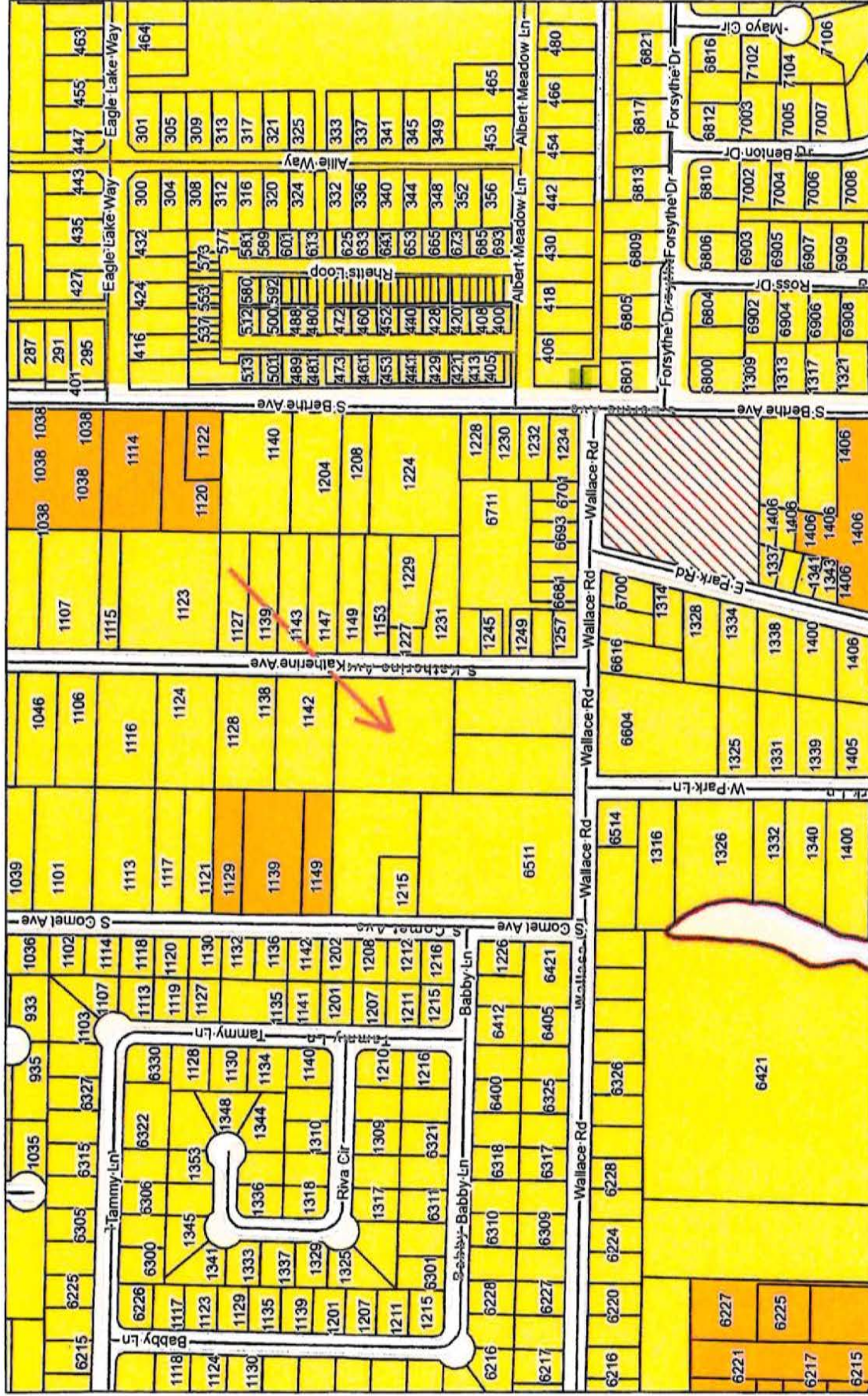
[Signature]

Applicant's signature

EXPONENTIAL INVESTMENT GROUP

Company name

Future Land Use



1/16/2025, 10:55:39 AM

Parcels

Callaway City Limits

Future Land Use

High Density Residential

Low Density Residential

Commercial

Conservation

Agriculture

1:4,884

0 0.04 0.07 0.1 0.14 mi
0 0.05 0.1 0.2 km

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

DATE: FEBRUARY 25, 2025

ITEM: **ORDINANCE NO. 1111** – REZONING OF PROPERTY LOCATED ON KATHERINE AVE, PARCEL ID 07295-000-000

1. PLACED ON AGENDA BY:

EDDIE COOK, CITY MANAGER

&

BILL FRYE, PLANNING/PUBLIC WORKS DIRECTOR

2. AGENDA:

PRESENTATION ☐

PUBLIC HEARING ☒

OLD BUSINESS ☐

REGULAR ☐

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

N/A

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

Napoleon Deciutiis, property owner has submitted a Rezoning Application for property located on the 1200 Block of S. Katherine Ave, Parcel ID 07295-000-000, to change from Residential Single-Family R-6M to Residential Multi Family Medium Density.

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

Planning Board met on Tuesday, February 4th and recommended approval.

ATTACHMENTS:

- Ordinance No. 1111
- Application for Rezoning
- Vicinity Map
- Deed
- Proof of Ownership

REQUESTED MOTION/ACTION: Approval of the 2nd reading of Ordinance No. 1111 for Rezoning, upon roll-call vote.

ORDINANCE NO. 1111

AN ORDINANCE REZONING FROM RESIDENTIAL R-6M TO RESIDENTIAL MULTI FAMILY MEDIUM DENSITY THAT CERTAIN PARCEL OF LAND LYING WITHIN THE CITY OF CALLAWAY, FLORIDA, CONTAINING APPROXIMATELY 2.065 ACRES; LOCATED ON SOUTH KATHERINE AVE; PARCEL ID 07295-000-000; ALL AS MORE PARTICULARLY DESCRIBED IN THE BODY OF THE ORDINANCE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT IMMEDIATELY UPON ITS PASSAGE.

WHEREAS, Napoleon Decutiis, the owner of the real property designated herein, has initiated this ordinance by filing a petition with the City praying that said real property, being more particularly described below be rezoned from Residential R-6M to Residential Multi Family Medium Density as shown below; and

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

WHEREAS, the City of Callaway Planning Board reviewed the proposed zoning change, conducted a public hearing on February 4, 2025, and recommended approval; and

WHEREAS, based upon competent substantial evidence adduced in a properly advertised public hearing conducted on February 25, 2025, the City found the requested change to be consistent with the currently applicable Comprehensive Growth Development Plan and to reasonably accomplish a legitimate public purpose.

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

SECTION 1. The following described parcel of real property situate within the municipal limits of the City of Callaway, Florida, is rezoned from Residential R-6M to Residential Multi Family Medium Density.

SEE ATTACHED AND INCORPORATED ‘EXHIBIT “A”

and the City’s zoning map is amended accordingly.

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

SECTION 3. This ordinance shall take effect immediately upon passage.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Commission of the City of Callaway, Florida, this 25th day of February, 2025.

CITY OF CALLAWAY, FLORIDA

By: _____
Pamn Henderson, Mayor

ATTEST: _____
Ashley Robyck City Clerk

PASSED ON FIRST READING: FEBRUARY 11, 2025
NOTICE PUBLISHED ON: FEBRUARY 13, 2025
PASSED ON SECOND READING: FEBRUARY 25, 2025

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

VOTE OF COMMISSION:
Davis ___
Griggs ___
Pelletier ___
Ayers ___
Henderson ___

Kevin Obos, City Attorney

EXHIBIT "A"

ORDINANCE NO. 1110
AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF CALLAWAY
FOR PARCEL ID: 07295-000-000

Lot Eight (8), Block "D", of a Subdivision entitled East Bay Park and lying in the East Half of the East Half of Section 19, Township 4 South, Range 13 West, recorded in Plat Book 8, Page 10, of the Public Records of Bay County, Florida.



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

APPLICATION FOR REZONING

1. Applicant(s) name: Exponential Investment Group LLC
Applicant(s) address: 1016 Thomas Drive #243 PC 32408
Applicant(s) phone: 760 622 1587 Email: ex2igroup@gmail.com
Date of application: Jan 9, 2025
2. Rezone from: RCM to: RMFMD
3. Parcel ID #: 07295-000-000
4. Legal Description of site to be rezoned: Katherine Avenue
5. Driving directions to site: Wallace to Katherine
6. ☒ Name and address of property owner(s) according to most recent ad valorem tax records:
(Year _____)

7. If applicant does not own the property, give name(s), address(s) and telephone number(s) of the owner(s). (Must attach statement of consent form):
N/A

8. Property address to be rezoned:

Kalene Ave - 240
(Address must be obtained from County prior to Planning Board Meeting)

X 9. Present Property Tax Classification: _____

X 10. Proposed Property Tax Classification: _____

11. Purpose of rezoning: to allow townhomes to make
project financially feasible.

12. Additional pertinent information: proposed street improvements
will remain the same as previous layout.

Signature of applicant(s): [Signature] Date: 1/9/2025

Date: _____

To be submitted with application:

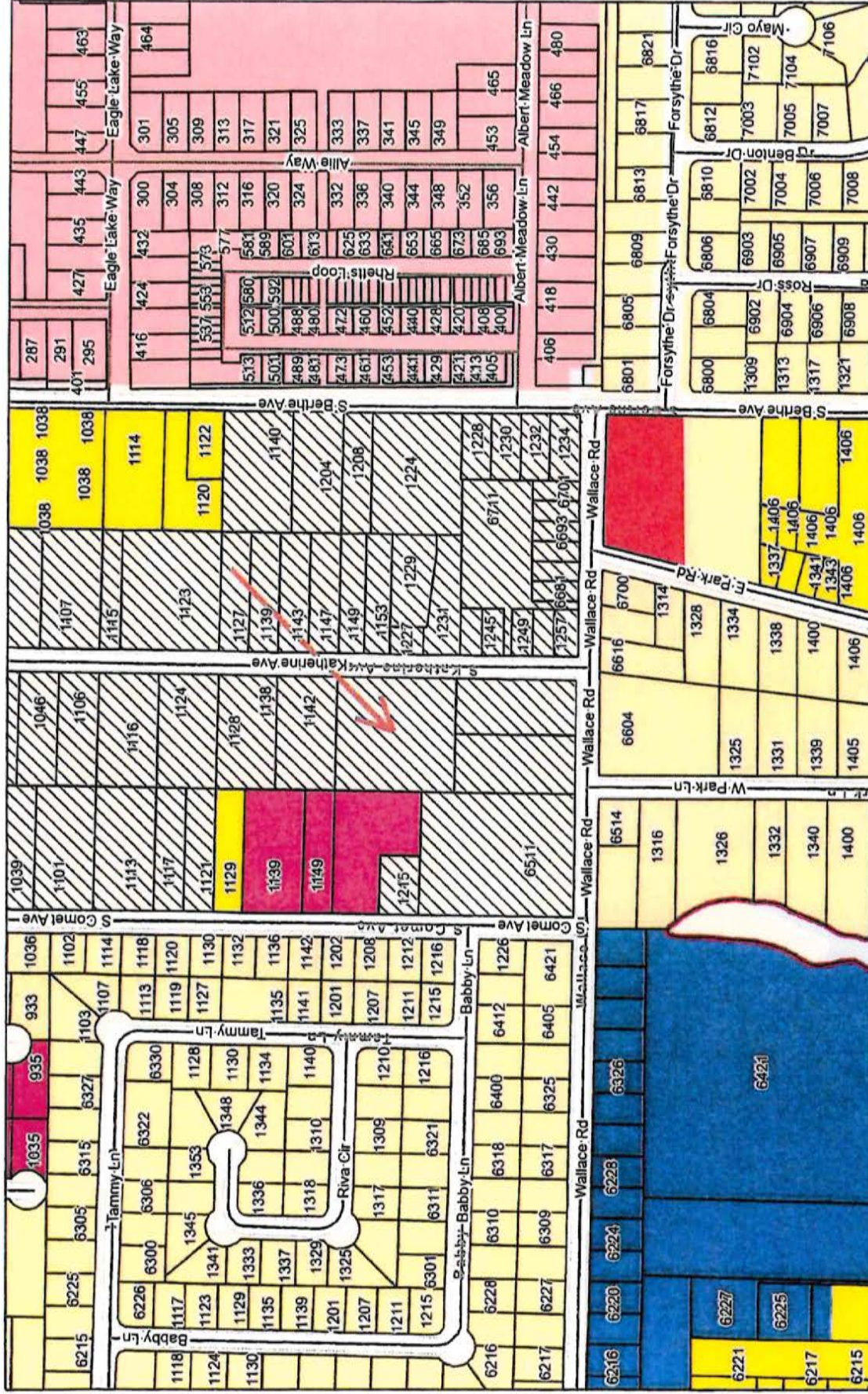
Incomplete submittals will not be reviewed

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

(Do Not Write Below This Line)

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

Zoning Map



1/16/2025, 11:00:05 AM

Parcels

Zoning

Callaway City Limits

Residential R-5

Residential R-6

Residential R-6M

Residential R-9

Residential Multi-Family

Commercial

Institutional-Professional

Planned Development

1:4,884

0 0.04 0.07 0.1 0.14 mi

0 0.05 0.1 0.2 km

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This Instrument Prepared By:
South Oak Title
Jordan Reichel
2810 Martin Luther King Junior
Boulevard
Suite A
Panama City, FL 32405
As a necessary incident to the
fulfillment of conditions contained
in a title insurance commitment
issued by it.

File: PC-23-13950

Property Appraisers Parcel I.D. (Folio) Number(s):
07295-000-000

WARRANTY DEED

THIS WARRANTY DEED, Made the **October 31, 2023**, by
Tony Layne, a married man (herein referred to as "Grantor," whether one or more), whose mailing address is
PO Box 413, Blountstown, FL 32424
and **Exponential Investment Group LLC, a Florida Limited Liability Company**, (herein referred to as
"Grantee"), whose mailing address is
1016 Thomas Drive, 243, Panama City Beach, FL 32408

WITNESSETH: That said Grantor, for and in consideration of the sum of **Ten Dollars and No Cents (\$10.00)** and
other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises,
releases, conveys, and confirms unto Grantee, all that certain land situated in **Bay, Florida**, to wit:

**Lot Eight (8), Block "D", of a Subdivision entitled East Bay Park and lying in the East Half of the East Half
of Section 19, Township 4 South, Range 13 West, recorded in Plat Book 8, Page 10, of the Public Records of
Bay County, Florida.**

This Property **IS NOT** the homestead of the Grantor(s) under the laws and constitution of the State of Florida.

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

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple;
that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants
the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land
is free of all encumbrances, except taxes accruing subsequent to **2023**, reservations, restrictions, and easements of
record, if any.

*The Terms "Grantor" and "Grantee" herein shall be construed to include all genders and singular or plural as the
context indicates.

IN WITNESS WHEREOF Grantor(s) has/have hereunto set Grantor(s) hand(s) and seal(s), this 31 day of October, 2023.

SIGNED IN THE PRESENCE OF THE FOLLOWING WITNESSES
TWO SEPARATE DISINTEREST WITNESSES REQUIRED



WITNESS

PRINT NAME: Christin Bramblette



Tony Layne

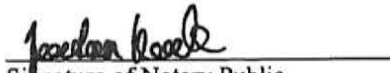


WITNESS

PRINT NAME: Jordan Reichek

STATE OF FLORIDA
COUNTY OF BAY

The foregoing instrument was acknowledged before me by means of (X) physical presence or () online notarization this 31st day of October, 2023, by Tony Layne.


Signature of Notary Public
Print, Type/Stamp Name of Notary

Personally Known: _____ OR Produced Identification: ✓

Type of Identification

Produced: OL

After Recording Return to:
South Oak Title
Jordan Reichek
2810 Martin Luther King Junior Boulevard, Suite A
Panama City, FL 32405



JORDAN REICHEK
Commission # HH 080831
Expires February 2, 2025
Bonded Thru Budget Notary Services



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

Detail by Entity Name

Florida Limited Liability Company

EXPONENTIAL INVESTMENT GROUP LLC

Filing Information

Document Number L22000468946
FEI/EIN Number 88-4243222
Date Filed 11/01/2022
Effective Date 11/01/2022
State FL
Status ACTIVE

Principal Address

1016 S. THOMAS DR
#243
PANAMA CITY BEACH, FL 32408

Mailing Address

1016 S. THOMAS DR
#243
PANAMA CITY BEACH, FL 32408

Registered Agent Name & Address

DECIUTIIS, NAPOLEON C
1016 S. THOMAS DR
#243
PANAMA CITY BEACH, FL 32408

Authorized Person(s) Detail

Name & Address

Title MGR

DECIUTIIS, NAPOLEON C
1016 S. THOMAS DR, #243
PANAMA CITY BEACH, FL 32408

Annual Reports

Report Year	Filed Date
2023	07/12/2023
2024	01/20/2024

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

DATE: FEBRUARY 25, 2025

ITEM: VARIANCE FROM LDR TO ALLOW DRIVE-THRU ONLY ESTABLISHMENT IN CENTRAL CORRIDORS
URBAN DESIGN OVERLAY DISTRICT, SUB-DISTRICT #1

1. PLACED ON AGENDA BY:

EDDIE COOK – CITY MANAGER

And

BILL FRYE, DIRECTOR OF PUBLIC WORKS & PLANNING

2. AGENDA:

PRESENTATION	☐
PUBLIC HEARING	☒
OLD BUSINESS	☐
REGULAR	☐

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

N/A

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

Shannon Maddox has applied for a variance to submit a development order application to put in a Human Bean Coffee, drive-thru only establishment in Sub-District #1.

SECTION 15.562 CENTRAL CORRIDORS URBAN DESIGN OVERLAY DISTRICT

15.562.1 Subdistrict #1- Town Center

(c) *Prohibited uses.* The following uses are not permitted within the sub district.

(1) Residential - single-family detached use (except as exempted by this ordinance), group foster homes, and adult congregate living facilities.

(2) Commercial - gasoline service stations, "drive-thru" only uses (not part of or accessory to an allowable primary use), automobile or engine repair, construction storage yards, self-storage, farm equipment, car wash, vehicle sales, mobile home and recreational vehicle sales, mini-warehouse storage facilities, delivery facilities, minor repair and other uses deemed detrimental to or inconsistent with the character or purpose of the Town Center Sub District.

(3) Public Facilities - adult congregate living facilities, large commercial scale day-care centers, and major maintenance facilities.

(4) Recreation - utilities or maintenance facilities.

ATTACHMENTS:

- Application for Variance
- Vicinity Map

5. REQUESTED MOTION/ACTION:

Approval of Variance or direction to staff.



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

REQUEST FOR A VARIANCE

A copy of your current deed or most recent property tax bill is required. In addition, a survey may be required for some applications.

Non refundable fee of \$250 due when application submitted

Date: 01/21/25

Applicant's name: Shannon Maddox

Applicant's address: 1396 Highway 71 Marianna, FL 32448

Phone: 850-372-3627 Email: shannon.maddox@maddoxms.com

Street address or location of proposed variance request: Parcel #: 24460-000-000

Legal description of property of variance: See attached sheet
(Attach)

Type of variance requested: Variance on parcel size (Section 15.532.1 (1) Required Lot Size
"Side Yard") and Business Type (Section 15.532.1 (2) Commerical "drive-thru")

Present zoning classification: Commercial sub district #1

Action taken on any prior applications: (part or all of land) N/A

List the names and address of **all** owners and occupants at the property:

Hot and Cold Investments *LLC* 1396 Highway 71, Marianna, FL 32448

Name Address

by SHARON MADON MANAGER

Name Address

Sharon Madon

Name Address

Name Address

Sharon Madon

Applicant's signature

6/27/25

Date

1

Callaway City Limits

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

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

DATE: FEBRUARY 28, 2025

ITEM: ORDINANCE NO. 1112 – SMALL SCALE COMP PLAN AMENDMENT – 174 N. STAR AVE, PARCEL ID# 06513-000-000. (1ST READING)

1. PLACED ON AGENDA BY:

Eddie Cook, City Manager

And

Bill Frye, Planning/Public Works Director

2. AGENDA:

PRESENTATION ☐

PUBLIC HEARING ☐

OLD BUSINESS ☐

REGULAR ☒

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

N/A

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

The request is for a Small-Scale Comprehensive Plan Amendment to change the Callaway Future Land Use Map. The property currently has a Future Land Use Designation of Low density residential (Max- 6.99 units per acre.) The applicant, Bryon Keith Cliett, is requesting that the City of Callaway amend the Future Land Use Map to provide the property with a “Medium Density Residential” designation (Max- 8.99 units per acre.)

The subject property is approximately 4.3 acres. There are a mixture of property uses and allowance in the area. Therefore, changing the Future Land Use of the property would be consistent with the surrounding area.

The Planning Department has reviewed the proposed SSPA for consistency with the Callaway Comprehensive Plan and has performed a capacity analysis of future facilities and services. The proposed plan amendment was found to be consistent with the pertinent elements of the Comprehensive Plan.

The Planning Board met on February 18, 2025, and recommended that the City Commission approve the SSCPA.

ATTACHMENTS:

- Ordinance No. 1112
- Application for SSCPA
- Future Land Use Map Area
- Permission for Representation

5. REQUESTED MOTION/ACTION: Approval of the First reading of Ordinance No. 1112 upon roll-call vote.

ORDINANCE NO. 1112

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF CALLAWAY, ACTING UPON THE APPLICATION OF BRYON KETHI CLIETT, DESIGNATING FOR MEDIUM DENSITY RESIDENTIAL FUTURE LAND USE A CERTAIN PARCEL OF LAND LYING WITHIN THE CITY OF CALLAWAY, FLORIDA, CONSISTING OF APPROXIMATELY 4.3 MORE OR LESS ACRES; SAID PARCEL IS LOCATED AT 174 NORTH STAR AVENUE, CALLAWAY, FLORIDA, PARCEL ID 06513-000-000, AS MORE PARTICULARLY DESCRIBED IN THE BODY OF THE ORDINANCE; AMENDING THE CITY'S FUTURE LAND USE MAP FOR MEDIUM DENSITY RESIDENTIAL DESIGNATION FOR THE PARCEL; REPEALING ORDINANCES OR PARTS OF ORDINANCE IN CONFLICT HEREWITH; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AS PROVIDED BY LAW.

WHEREAS, the Callaway City Commission approved Ordinance No. 664, known as "The City of Callaway Comprehensive Growth Development Plan"; and

WHEREAS, the City Commission desires to amend the Future Land Use Map ("FLUM") contained within the City of Callaway Comprehensive Growth Development Plan to change the future land use designation for a certain parcel of land within the City; and

WHEREAS, Bryon Keith Cliett, (the "Applicant"), submitted an application requesting an amendment to the Comprehensive Plan designating a certain parcel as "Medium Density Residential" and

WHEREAS, the Callaway Planning Board reviewed the proposed amendment, conducted a public hearing pursuant to Section 163.3174, Florida Statutes, on February 18, 2025, and recommended approval; and

WHEREAS, the Applicant and the City have agreed that the property should be designated "Medium Density Residential"; and

WHEREAS, the City Commission conducted a public hearing and two separate readings of the Applicant's request; and

WHEREAS, on March 11, 2025, the City Commission conducted a properly noticed adoption hearing as required by Sections 163.3184 and 163.3187, Florida Statutes, and adopted this Ordinance in the course of that hearing; and

WHEREAS, the subject property involves a use of fifty (50) acres or less and the cumulative effect of the acreage for all small scale amendments adopted by the City this calendar year, including the subject parcel, does not exceed 120 acres, and the subject parcels otherwise qualify for a small scale amendment pursuant to Section 163.3187(1), Florida Statutes; and

WHEREAS, all conditions required for the enactment of this Ordinance to amend the City of Callaway Comprehensive Growth Development Plan to make respective FLUM designation for the subject parcel have been met;

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

SECTION 1. The following described parcel of real property situated within the municipal limits of the City of Callaway, Florida, is designated Commercial future land use under the City's Comprehensive Plan, to wit,

EXHIBIT "A"

and the City's Future Land Use Map is amended accordingly.

SECTION 2. SEVERABILITY. If any section, subsection, sentence, clause, phrase or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion or application shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.

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

SECTION 4. EFFECTIVE DATE. The Ordinance shall take effect as provided by law.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Commission of the City of Callaway, Florida, this 11th day of March 2025.

CITY OF CALLAWAY, FLORIDA

By: _____
Pamn Henderson, Mayor

ATTEST: _____
Ashley Robyck, City Clerk

PASSED ON FIRST READING:
NOTICE PUBLISHED ON:
PASSED ON SECOND READING:

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

Kevin D. Obos, City Attorney

VOTE OF COMMISSION:

Davis	_____
Griggs	_____
Pelletier	_____
Ayers	_____
Henderson	_____

EXHIBIT "A"

**ORDINANCE NO. 1112
AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF CALLAWAY
FOR PARCEL ID: 06513-000-000**

The North Half (N1/2) of the Northwest Quarter of the Southwest Quarter of the Southeast Quarter of Section Eight (8), Township Four (4), South, Range Thirteen (13) West, containing five (5) acres more or less.



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

SMALL SCALE COMPREHENSIVE PLAN AMENDMENT APPLICATION

Application fee: \$1,100
(Plus, hourly attorney and engineering fees reimbursed as billed)

NOTE: The subject property must be under 50 acres in size to qualify as a Small-Scale Plan Amendment.

A. APPLICANT INFORMATION

1. Owner's name: Mary Ann Walden Trust
2. Mailing address: 1400 Harvard Blvd Lyn Haven, FL 32444
3. Phone: _____ Fax: _____ Email: _____
4. Authorized agent name: Inga Brown
5. Mailing address: 3009 Hwy 77 Suite H Panama City, FL 32405
6. Phone: _____ Fax: _____ Email: Inga@coastsrealstate.com

If the applicant does not own the property, give name, address, and telephone number of owner. (Must attach a notarized statement of consent from the owner) Attach a legal description including a survey if available. Attach a copy of the deed or other instrument documenting legal interest.

B. REQUESTED AMENDMENT

~~Revised to Medium Density~~
Small Scale

November 29, 2023

C. PROPERTY INFORMATION

1. Address of site for which amendment is requested:

174 Star Ave Panama City 32404

2. Tax ID: 06513-000-000

3. Acreage of property: 4.9 acres

4. Existing Tax Classification: _____

5. Proposed Tax Classification: _____

D. SITE INFORMATION

The following information must be provided along with this application:

1. The most recent aerial photograph available from the Property Appraiser's Office. The information required by 2. (a) Through (g) may be shown on the aerial photo in lieu of the required site plan.
2. A site plan or drawing, drawn to a scale deemed acceptable by the Planning Director, which describes or shows the following:
 - a) Location in relation to surrounding physical features such as streets, railroads, water bodies, etc. Names of all adjacent streets and other physical features must be shown.
 - b) North direction arrow.
 - c) Township, Range and Section
 - d) Existing designated use of the site and all adjacent properties, as shown on the Land Use Map.
 - e) Dimensions of the site (length, width, etc.) in linear feet.
 - f) Size of the site in square feet or acres.
 - g) The type of development proposed for the site; the general location of such development of the site, and the size (square feet) of the proposed development.

E. JUSTIFICATION

Explain the circumstances that give rise to the need for the amendment, including an explanation of why a similar piece of property already designated for the requested use would not be suitable.

I would like to have the property rezoned to medium density to match the adjacent property.

F. FACILITY CAPACITY ANALYSIS

Applicant must provide information as to how the site will have access to potable water, sewage disposal, roads, and storm water control.

1. **Transportation** – Comprehensive Plan Amendment Traffic Impact Analysis Guidelines are attached to this application (Please include a transportation impact analysis with application)

2. **Potable Water Source -**

Private water wells:

Private community system provider:

Public water system provider:

City of Callaway

3. **Sewage Disposal Source -**

Private septic tanks:

Private sewage system provider:

Public sewage system provider:

City of Callaway

4. Storm water control

Describe how the storm water will be controlled and treated:

Controlled on-site

Attach additional pages if necessary.

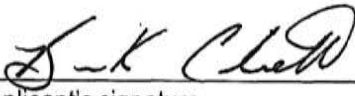
G. CERTIFICATION AND AUTHORIZATION

By my signature hereto, I do hereby certify that the information contained in this application is true and correct and understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application.

I do hereby authorize the City of Callaway staff to enter upon my property at any reasonable time for purposes of site inspection.

I do hereby authorize the placement of a public notice sign on my property at locations to be determined by City staff.

Bayon K Cliett
Applicant's name (please print)


Applicant's signature

QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED, executed this 12 day of January, 2011, by MARY ANN WALDEN, GRANTOR, whose address is 1400 Harvard Blvd, Lynn Haven, Florida 32444, first party, to MARY ANN WALDEN as Trustee of THE MARY ANN WALDEN TRUST DATED MAY 29, 2002, GRANTEE, whose address is 1400 Harvard Blvd., Lynn Haven, Florida 32444, second party:

WITNESSETH, That the said first party, for and in consideration of the sum of \$10.00, in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lots, pieces or parcels of land, situate, lying and being in the County of BAY, State of Florida, to-wit:

The North Half (N $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Eight (8), Township Four (4) South, Range Thirteen (13) West, containing five (5) acres more or less.

Parcel ID#: 06513-000-000

The above property does not constitute the homestead of the Grantor.

MARY ANN WALDEN shall have the independent power and authority to protect, conserve, and to sell, or to lease, or to encumber, or otherwise to manage and dispose of the real property conveyed by this deed.

MARY ANN WALDEN shall serve as Trustee. If MARY ANN WALDEN cannot serve or continue to serve as TRUSTEE, then the Successor TRUSTEE shall be GERALD J. WALDEN. If GERALD J. WALDEN cannot serve or continue to serve as TRUSTEE, then the Successor TRUSTEE shall be HAROLD L. WALDEN.

All Successor TRUSTEES are hereby granted the power to protect, conserve and to sell, or to lease, or to encumber, or otherwise to manage and dispose of the real property described in this deed.

The powers of the TRUSTEE and all Successor TRUSTEES shall extend to any and all rights which the GRANTOR possesses in the above described real property; any deed, mortgage, or other instrument executed by the TRUSTEE shall convey all rights or interests of the GRANTOR including homestead; and the TRUSTEE is appointed as the attorney-in-fact for the GRANTOR to carry out this intent, which appointment shall be durable and shall not be affected by the incapacity of the GRANTOR.

Any person dealing with the TRUSTEE shall deal with said TRUSTEE in the order as set forth above. However, no person shall deal with a Successor TRUSTEE until one or more of the following have been received by said person or placed of record in the aforementioned county:

A. The written resignation of the prior TRUSTEE sworn to and acknowledged before a notary public.

B. A certified death certificate of the prior TRUSTEE.

C. The order of a court of competent jurisdiction adjudicating the prior TRUSTEE incompetent, or removing said TRUSTEE for any reason.

D. The written certificates of two physicians currently practicing medicine that the TRUSTEE is unable to manage his or her own affairs or is physically or mentally incapable of discharging the duties of TRUSTEE.

E. The written removal of a Successor TRUSTEE and/or the appointment of an additional Successor TRUSTEE by either of the GRANTORS sworn to and acknowledged before a notary public; this

right being reserved to GRANTOR, MARY ANN WALDEN.

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

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

Signed, sealed and delivered
in the presence of:

Christophe J. P. S. to
WITNESS (print or type name as above)
Stacy Sauls
WITNESS (print or type name as above)

Mary Ann Walden
MARY ANN WALDEN, Grantor

STATE OF FLORIDA
COUNTY OF BAY

The foregoing instrument was acknowledged before me this 12
day of January, 2011 by MARY ANN WALDEN,
[☒] who is personally known to me;
[☐] or who has produced FL Drivers License as
identification.

Stacy Sauls
NOTARY PUBLIC: Stacy Sauls
Commission No: DD00012
My Commission Expires: 10-20-13

This Instrument Prepared By:
C. Jason White, Esq.
JELKS & WHITE, P.A.
516 McKenzie Ave.
Panama City, Florida 32401
(850) 784-0809
from information, including the legal
description, supplied by one or both
of the Parties herein without title search.
No Warranties are made as to title.



[illegible]

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

 Parcels
 Callaway City Limits
 Future Land Use
 High Density Residential
 Medium Density Residential
 Low Density Residential
 Public Buildings & Facilities
 Commercial
 Conservation

January 24, 2025

RE: 174 N Star Ave Panama City, Florida 32404- Re-Zoning

To whom it may concern:

The Mary Ann Walden Trust gives Mr. Bryon Cliett permission to bring the above property before the City of Callaway Commission for the purposes of Re-Zoning. Mr. Cliett is currently under contract to purchase the above property.

Thank You,

x Mary Ann Walden Trust by Gerald J Walden trustee

The Mary Ann Walden Trust

Gerald J Walden, Trustee

CITY OF CALLAWAY

BOARD OF COMMISSIONERS

AGENDA ITEM SUMMARY

DATE: FEBRUARY 28, 2025

ITEM: **ORDINANCE NO. 1113 – REZONING OF PROPERTY LOCATED AT 174 N STAR AVE- PARCEL ID 06513-000-000 (1ST READING)**

1. PLACED ON AGENDA BY:

EDDIE COOK, CITY MANAGER

&

BILL FRYE, PLANNING/PUBLIC WORKS DIRECTOR

2. AGENDA:

PRESENTATION ☐

PUBLIC HEARING ☐

OLD BUSINESS ☐

REGULAR ☒

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

N/A

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

Bryon Keith Cliett, property owner, has submitted a Rezoning Application for property located at 174 N. Star Avenue, Parcel ID 06513-000-000, to change from Residential Single-Family R-5 to Residential Multi Family Medium Density.

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

Planning Board met on Tuesday, February 11, 2025 and recommended approval.

ATTACHMENTS:

- Ordinance No. 1113
- Application for Rezoning
- Deed
- Permission for Representation
- Zoning Map

REQUESTED MOTION/ACTION: Approval of the 1st reading of Ordinance No. 1113 for Rezoning, upon roll-call vote.

ORDINANCE NO. 1113

AN ORDINANCE REZONING FROM RESIDENTIAL R-5 TO RESIDENTIAL MULTI FAMILY MEDIUM DENSITY THAT CERTAIN PARCEL OF LAND LYING WITHIN THE CITY OF CALLAWAY, FLORIDA, CONTAINING APPROXIMATELY 4.3 ACRES; LOCATED AT 174 NORTH STAR AVENUE; PARCEL ID 06513-000-000; ALL AS MORE PARTICULARLY DESCRIBED IN THE BODY OF THE ORDINANCE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT IMMEDIATELY UPON ITS PASSAGE.

WHEREAS, Bryon Keith Cliett, the owner of the real property designated herein, has initiated this ordinance by filing a petition with the City praying that said real property, being more particularly described below be rezoned from Residential R-5 to Residential Multi Family Medium Density as shown below; and

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

WHEREAS, the City of Callaway Planning Board reviewed the proposed zoning change, conducted a public hearing on February 18, 2025, and recommended approval; and

WHEREAS, based upon competent substantial evidence adduced in a properly advertised public hearing conducted on March 11, 2025, the City found the requested change to be consistent with the currently applicable Comprehensive Growth Development Plan and to reasonably accomplish a legitimate public purpose.

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

SECTION 1. The following described parcel of real property situate within the municipal limits of the City of Callaway, Florida, is rezoned from Residential R-5 to Residential Multi Family Medium Density.

SEE ATTACHED AND INCORPORATED ‘EXHIBIT “A”

and the City’s zoning map is amended accordingly.

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

SECTION 3. This ordinance shall take effect immediately upon passage.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Commission of the City of Callaway, Florida, this 11th day of March, 2025.

CITY OF CALLAWAY, FLORIDA

By: _____
Pamn Henderson, Mayor

ATTEST: _____
Ashley Robyck City Clerk

PASSED ON FIRST READING: _____
NOTICE PUBLISHED ON: _____
PASSED ON SECOND READING: _____

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

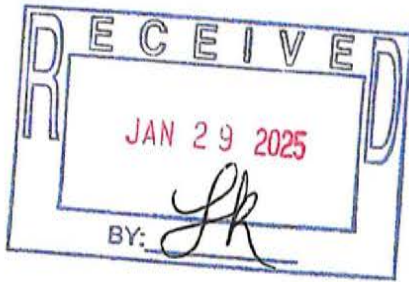
VOTE OF COMMISSION:
Davis ___
Griggs ___
Pelletier ___
Ayers ___
Henderson ___

Kevin Obos, City Attorney

EXHIBIT "A"

ORDINANCE NO. 1113
REZONING
FOR PARCEL ID: 06513-000-000

The North Half (N1/2) of the Northwest Quarter of the Southwest Quarter of the Southeast Quarter of Section Eight (8), Township Four (4), South, Range Thirteen (13) West, containing five (5) acres more or less.



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

APPLICATION FOR REZONING

1. Applicant(s) name: Bryon Keith Cliett
Applicant(s) address: 8700 Front Beach Rd., #6310, PCB 32408
Applicant(s) phone: 850/866.0434 Email: bryon.Cliett@gmail.com
Date of application: 01/27/2025
2. Rezone from: R-5 to: R-MFMD (Medium Density)
3. Parcel ID #: 06513-000-000
4. Legal Description of site to be rezoned: 174 North Star Ave., Callaway 32404
E 45 13W 5A N 1/2 OF NW 1/4 OF SE 1/4 less Rd. R/W
FORB 3296 P 2006
5. Driving directions to site: 174 North Star Ave., Callaway 32404
6. Name and address of property owner(s) according to most recent ad valorem tax records:
(Year _____)
Mary Ann Walden Trust
7. If applicant does not own the property, give name(s), address(s) and telephone number(s) of the owner(s). (Must attach statement of consent form): Attached.

8. Property address to be rezoned: 174 North Star Ave, 32404
(Address must be obtained from County prior to Planning Board Meeting)

9. Present Property Tax Classification: _____

10. Proposed Property Tax Classification: _____

11. Purpose of rezoning: Development and in accordance
with adjacent property zoning.

12. Additional pertinent information: _____

Signature of applicant(s): *Trk Chew* Date: 1/27/2025

Date: _____

To be submitted with application:
Incomplete submittals will not be reviewed

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

(Do Not Write Below This Line)

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

QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED, executed this 12 day of January, 2011, by MARY ANN WALDEN, GRANTOR, whose address is 1400 Harvard Blvd, Lynn Haven, Florida 32444, first party, to MARY ANN WALDEN as Trustee of THE MARY ANN WALDEN TRUST DATED MAY 29, 2002, GRANTEE, whose address is 1400 Harvard Blvd., Lynn Haven, Florida 32444, second party:

WITNESSETH, That the said first party, for and in consideration of the sum of \$10.00, in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lots, pieces or parcels of land, situate, lying and being in the County of BAY, State of Florida, to-wit:

The North Half (NW $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Eight (8), Township Four (4) South, Range Thirteen (13) West, containing five (5) acres more or less.

Parcel ID#: 06513-000-000

The above property does not constitute the homestead of the Grantor.

MARY ANN WALDEN shall have the independent power and authority to protect, conserve, and to sell, or to lease, or to encumber, or otherwise to manage and dispose of the real property conveyed by this deed.

MARY ANN WALDEN shall serve as Trustee. If MARY ANN WALDEN cannot serve or continue to serve as TRUSTEE, then the Successor TRUSTEE shall be GERALD J. WALDEN. If GERALD J. WALDEN cannot serve or continue to serve as TRUSTEE, then the Successor TRUSTEE shall be HAROLD L. WALDEN.

All Successor TRUSTEES are hereby granted the power to protect, conserve and to sell, or to lease, or to encumber, or otherwise to manage and dispose of the real property described in this deed.

The powers of the TRUSTEE and all Successor TRUSTEES shall extend to any and all rights which the GRANTOR possesses in the above described real property; any deed, mortgage, or other instrument executed by the TRUSTEE shall convey all rights or interests of the GRANTOR including homestead; and the TRUSTEE is appointed as the attorney-in-fact for the GRANTOR to carry out this intent, which appointment shall be durable and shall not be affected by the incapacity of the GRANTOR.

Any person dealing with the TRUSTEE shall deal with said TRUSTEE in the order as set forth above. However, no person shall deal with a Successor TRUSTEE until one or more of the following have been received by said person or placed of record in the aforementioned county:

A. The written resignation of the prior TRUSTEE sworn to and acknowledged before a notary public.

B. A certified death certificate of the prior TRUSTEE.

C. The order of a court of competent jurisdiction adjudicating the prior TRUSTEE incompetent, or removing said TRUSTEE for any reason.

D. The written certificates of two physicians currently practicing medicine that the TRUSTEE is unable to manage his or her own affairs or is physically or mentally incapable of discharging the duties of TRUSTEE.

E. The written removal of a Successor TRUSTEE and/or the appointment of an additional Successor TRUSTEE by either of the GRANTORS sworn to and acknowledged before a notary public; this

right being reserved to GRANTOR, MARY ANN WALDEN.

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

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

Signed, sealed and delivered
in the presence of:

Chris
WITNESS

Christopher J. Smith
(print or type name as above)

Stacy Sauls
WITNESS

(print or type name as above)

Mary Ann Walden
MARY ANN WALDEN, Grantor

STATE OF FLORIDA
COUNTY OF BAY

The foregoing instrument was acknowledged before me this 12
day of January, 2011 by MARY ANN WALDEN,
[] who is personally known to me;
[☒] or who has produced FL Drivers License as
identification.

Stacy Sauls
NOTARY PUBLIC: Stacy Sauls
Commission No: DD901312
My Commission Expires: 10-20-13

This Instrument Prepared By:
C. Jason White, Esq.
JELES & WHITE, P.A.
516 McKenzie Ave.
Panama City, Florida 32401
(850) 784-0809

from information, including the legal
description, supplied by one or both
of the Parties herein without title search.
No Warranties are made as to title.



January 24, 2025

RE: 174 N Star Ave Panama City, Florida 32404- Re-Zoning

To whom it may concern:

The Mary Ann Walden Trust gives Mr. Bryon Cliett permission to bring the above property before the City of Callaway Commission for the purposes of Re-Zoning. Mr. Cliett is currently under contract to purchase the above property.

Thank You,

x *Mary Ann Walden Trust by Gerald J Walden Trustee*

The Mary Ann Walden Trust

Gerald J Walden, Trustee

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

DATE: FEBRUARY 25, 2025

ITEM: BUDGET AMENDMENT TO PURCHASE AND INSTALL A NEW AC UNIT AT FIRE STATION

1. PLACED ON AGENDA BY:

EDDIE COOK, CITY MANAGER , DAVID JOYNER, FIRE CHIEF,
AND
DAVID SCHULTZ, DIRECTOR OF FINANCE

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)

Attached is a quote for replacement of one of the A/C units on the fire side of the Public Safety Building in the amount of \$6,314.27. This is an unexpected replacement cost we did not budget for. The unit leaks and is destroying the ceiling and wall when it overflows. Daikin gave a brief description of the issue below.

The fan coil unit in question is recommended for replacement due to its poor condition of the body/frame rusted beyond repair. We've already replaced the primary drain pan as well as the emergency overflow pan. Due to the condition of the rusted-out body, excessive condensation is building up from the attic's ambient conditions with no place to drain out except the emergency drain pan. After many attempts to remedy this, it is our recommendation that we need to replace the unit.

Staff requesting to move forward with the replacement and increasing the budget to cover the cost of \$6,315.

Attachment(s):

Budget Amendment
Contract

5. REQUESTED MOTION/ACTION: Staff requests increase budget to cover the cost of the capital purchase.

BUDGET Amendment REQUEST

AMOUNTS IN WHOLE DOLLARS

Department Fire Department

2/19/2025

Date _____

[illegible]

APPROVALS

6,315 6,315

1

1

Department Head

1

Date:

Feb 20, 2025

2

Finance

Donna Schultz

Date:

2/19/25

3

City Manager

Twiss Lee

Date:

2/19/25

4

Commission

[illegible]

Date:

—

SERVICE & REPAIR QUOTE



Calloway Fire Department VRV Replacement

CITY OF CALLAWAY FIRE DEPARTMENT
252 N Star Ave
Callaway, FL 32404

Quote #: Q-69468

Prepared for:

Dustin Crum
Deputy Chief
CITY OF CALLAWAY
Quote Document Date: 02/17/25

Prepared by:

Brandon Crump
Account Manager
Phone: 850-572-8383 Mobile:
E-mail: brandon.crump@daikinapplied.com
Daikin Applied Americas, Inc.

Scope of Services

Daikin Applied Americas, Inc. is pleased to offer the following Service & Repair Quote for your consideration. Thank you for selecting Daikin Applied Service Group to care for your building's system. Our service personnel have the knowledge and experience to deliver the best support available. Daikin is pleased to offer this Quote for your consideration.

Daikin Applied will provide equipment, parts, and labor to replace one (1) 4 Ton VRV AHU.

- Arrive on site and check in
- LOTO Existing unit
- Remove existing AHU
- Install new Daikin VRV AHU (4 Ton)
- Remove LOTO
- Start up and test operation
- 10 Year Parts Warranty whole unit

Emergency Service Response

Emergency service is available on a 7-day, 24 hour basis. For scheduled service and repairs covered under this agreement and performed at the Customer's request outside of normal working hours, the Customer agrees to pay the difference between the prevailing standard billing rate and the prevailing overtime rate.

Equipment Repair

Daikin will perform all services during its regular working hours unless otherwise specified. Any services requested or agreed to by Customer that are outside the Scope of Work will be performed by Company at an additional cost. Company will invoice such services at a special service and repair billing rate at Company's published labor rate for the service area.

Standard Inclusions:

The agreement includes travel to and from the site, planned maintenance materials, and any trips to supply depots to procure materials. The Owner will receive a written report for the inspection or services provided. For specific activities associated with the equipment covered under the agreement, reference the planned maintenance activities section.

Standard Exclusions:

- All work to be performed during 'normal working hours'
- Any and all recommended/required repairs to be quoted separately
- Asbestos identification, abatement, and pipe insulation are not included
- Chemical (acid) cleaning of tubes, if required, is not included
- Vibration analysis testing is not included
- Refrigerant is not included
- Compressor overhaul/internal inspection is excluded
- This Quote is only valid if check valve holds, otherwise we will need to revise the quote to cover refrigerant

Pricing and Acceptance

Feel free to contact me if you have any questions or concerns regarding the information contained in this Service & Repair Quote. If you would like us to proceed with the solution presented above, sign the acceptance line below (including PO# if applicable) and return a copy so that we can begin to mobilize our efforts to complete services as quickly as possible. We appreciate the opportunity to provide you with this solution and look forward to working with you on this and servicing your needs in the future.

Investment Amount and Billing Terms:

Investment required to implement the proposed solution

\$6,314.27 (Six Thousand, Three Hundred Fourteen dollars and Twenty Seven cents)

***Price does not include applicable sales tax**

Pricing and acceptance are based upon the Terms and Conditions which are attached.

Billing/Payment Terms*: Billed in full upon completion

*All billings are due immediately upon Receipt

This Quote will be honored by Daikin Applied for 30 days from the date on the front of the Quote. After 30 days, Daikin Applied reserves the right to evaluate cost changes (both increases and decreases) from the Quote.

Dustin Crum
CITY OF CALLAWAY
6601 E HWY 22
CALLAWAY, Florida 32404

Daikin Applied Americas Inc.
13600 Industrial Park Blvd
Minneapolis, MN 55441

Accepted by:

Approved by:

(Print Full Legal Name of Customer)

(Print Full Legal Name of Daikin Applied Representative)

(Signature)

(Signature)

(Title)

(Title)

Date:

Date:

Note: This Agreement is subject to final credit approval by Daikin Applied.

DAIKIN APPLIED AMERICAS INC. TERMS & CONDITIONS OF SALE (US & CANADA)

1. Agreement of Sale: The term "Company" as used herein shall mean Daikin Applied Americas Inc. dba Daikin Applied. Company's Proposal to provide equipment, parts, or services, which includes specifications to perform services including planned maintenance services (also referred to as a "Maintenance Agreement"), is Company's offer to sell such equipment, parts or services as indicated, including without limitation those products sold under the brand name Daikin, only under the terms and conditions stated herein. Customer's submittal of any purchase documents, execution of this offer, or allowing Company to commence work contemplated by the proposal, shall be deemed Customer's acceptance of this offer, forming an agreement of the parties relating to Company's sale to Customer of such equipment, parts, and/or services in accordance with the provisions described herein (the "Agreement"). Any additional or differing terms and conditions contained in any documents prepared or submitted by Customer (regardless of whether such terms materially alter this offer) are hereby rejected by Company and shall not become part of this Agreement between Customer and Company unless expressly consented to in writing by an authorized representative of Company.

2. Prices: For materials, equipment and services under this Agreement that are not part of a Maintenance Agreement, prices are subject to increase upon notice, due to such events as announced increases in the Company's list prices or increases in labor or material costs. For services under this Agreement that are part of a Maintenance Agreement, quoted prices are subject to acceptance by Customer within thirty (30) days of the date of the proposal, or can be adjusted by Company, and are subject to adjustment once each calendar year thereafter, effective on the anniversary date, for changes in labor, subcontractor and material costs. If such adjustment is not expressly set forth in a Maintenance Agreement, Company will provide Customer forty-five (45) days prior written notice of such adjustment. Customer's payment of an invoice with an adjusted price shall be Customer's acceptance of the price adjustment so long as such invoice reflects the price adjustment expressly set forth in the notice of adjustment or Maintenance Agreement.

3. Payment: Terms of payment are subject to prior approval of the Company's credit department. Terms of payment for equipment are net thirty (30) days from date of invoice, unless otherwise agreed upon in writing by Company. Terms of payment for services are due upon receipt of invoice, unless otherwise agreed upon in writing by Company. If at any time the financial condition of Customer or any other circumstance affecting the credit decision relating to Customer does not, in Company's opinion, justify continuance of production or shipment of products or performance of services on the terms of payment specified, Company may require full or partial payment in advance, or may, in its sole discretion, stop or delay production or shipment of products or performance of services, or terminate this Agreement. In the event of default in payment, Customer agrees to pay all costs of collection incurred by Company, including but not limited to, collection agency fees, attorneys' fees, legal expenses and court costs. All past due amounts shall bear interest at the highest rate allowed by law. Customer shall have no rights of set off against any amounts that become payable to Company under this Agreement or otherwise.

4. Taxes: The amount of any present or future taxes applicable to the product shall be added to the price contained herein and paid by Customer unless Customer has provided to Company valid exemption documentation. Any manufacturer's tax, occupation tax, use tax, sales tax, excise tax, value added tax, duty, custom, inspection or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority on or measured by the transaction between Company and Customer, excluding business income or franchise taxes imposed on Company, shall be paid by the Customer in addition to the prices quoted or invoiced. In the event Company is required to pay any such tax, fee or charge, the Customer shall reimburse Company therefor.

5. Cancellations: Equipment is specially manufactured in response to orders. Accepted orders cannot be cancelled without Company's written consent. If Customer cancels any order without Company's consent, Customer shall, promptly upon demand by Company: (a) reimburse Company for any and all expenses (including overhead) incurred in processing the order, (b) paid Company a reasonable profit, in Company's discretion, and (c) indemnify Company for any and all loss incurred by Company as a result of Customer's cancellation of the order.

6. Shipments and Shipping:

6.1. All shipments will be made F.O.B. factory or warehouse with freight prepaid and allowed as quoted via a low-cost common carrier. Charges for special carrier services requested by Customer shall be paid by Customer. Company may ship the goods in one or more lots; such lots may be separately invoiced and shall be paid for when due per invoice, without regard to subsequent deliveries. Delay in delivery of any lot shall not relieve Customer of its obligation to accept remaining deliveries.

6.2. Notwithstanding the dates on any Company acknowledgments or confirmations of shipping, shipment dates are only estimates. For clarity, this Agreement is not a contract obligating Company to ship product or perform services at a specified time, unless set forth in a separate writing signed by an officer of Company.

7. Acceptance: Customer will inspect the products set forth in Company's proposal within five (5) business days of the date the products are delivered to Customer ("Inspection Period"). Acceptance shall be deemed to have occurred at the end of the Inspection Period, unless Customer notifies Company in writing of any nonconforming products and furnishes Company with written evidence, or other documentation required by Company, identifying the nonconformities. If Customer timely and properly notifies Company of any nonconforming products, then Company will replace such nonconforming products with conforming products. Acceptance also occurs if Customer waives its right of inspection, uses the of equipment, or makes any payment toward the invoice for the products.

8. Claims: Responsibility of Company for all shipments ceases upon delivery of the goods to the carrier; and, regardless of shipping terms or freight payment, Customer shall bear all risk of loss or damage for goods in transit. All claims for shortage or damage in transit must be filed by Customer against the carrier, and not Company, in accordance with Company's then current policies and procedures. Claims for factory shortages will not be considered unless made in writing to Company within ten (10) days after receipt of the goods and accompanied by reference to Company's bill of lading and factory order numbers.

9. Returns: Goods may not be returned unless Customer obtains the advance written permission of an authorized Company official. All authorized returned goods must be shipped prepaid to the location designated by the authorization. Customer shall pay all handling and transportation charges relating to such returned goods.

10. Limited Warranty: Subject to the provisions of Sections 11 and 12, Company provides the following limited warranties as the sole warranties and remedies for equipment, services and software provided by Company under this Agreement.

10.1. Company warrants that it will, at its option, repair or replace defective parts in the event any product (excluding software and firmware) manufactured by Company, sold hereunder and used in the United States or Canada, proves defective in material or workmanship within twelve (12) months from initial start-up, or eighteen (18) months from date of shipment, whichever period expires sooner. Authorized replacement parts are warranted for the remainder of the original warranty period. All shipments of such parts will be made F.O.B. factory, freight prepaid and allowed. Company reserves the right to select carrier and method of shipment. In addition, Company provides labor to repair or replace warranty parts during Company normal working hours on products with rotary screw compressors or centrifugal compressors. Warranty labor is not provided for any other products.

10.2. Company warrants that services furnished by Company pursuant to the Agreement are guaranteed to meet industry standards for a period of thirty (30) days from the date of performance. Company expressly limits this warranty to cover only that portion of Customer's equipment on which Company performed the services set forth in the Agreement. If Company's services do not conform to the foregoing warranty, Company will, at its expense, reperform the services.

10.3. For parts and equipment furnished by Daikin Applied but manufactured by others ("Third-Party Equipment"), Daikin Applied will pass through to Customer the manufacturer's warranty for all Third-Party Equipment as Customer's sole warranty and remedy for such Third-Party Equipment.

10.4. EXCEPT TO THE EXTENT SOFTWARE AND FIRMWARE IS WARRANTED IN ACCORDANCE WITH SECTION 10.3, ALL SOFTWARE AND FIRMWARE PROVIDED IN OR WITH THE PRODUCTS IS PROVIDED "AS IS."

10.5. THE FOREGOING WARRANTIES CONSTITUTE THE SOLE WARRANTIES MADE BY COMPANY AND INCLUDE CUSTOMER'S SOLE REMEDIES FOR WARRANTY CLAIMS. COMPANY DOES NOT WARRANT THAT THE OPERATION OF ANY SOFTWARE OR FIRMWARE PROVIDED UNDER THIS AGREEMENT WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ANY DEFECT OR MALFUNCTION IN THE SOFTWARE IS CORRECTABLE. THESE WARRANTIES ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, WHICH ARE HEREBY DISCLAIMED.

11. Warranty Exclusions and Requirements:

11.1. Company's warranties set forth in Section 10 shall not apply to any products or parts, or as applicable, services: (a) that have been opened, disassembled, or repaired, or altered or performed, in each case by anyone other than Company or its authorized service representative; (b) that have been subjected to misuse, abuse, negligence, accidents, damage, or abnormal use or service; (c) that have not been properly maintained; (d) that have been operated or installed, or have had startup performed, in each case in a manner contrary to Company's printed instructions; (e) that have been exposed, directly or indirectly, to a corrosive atmosphere or material such as, but not limited to, chlorine, fluorine, fertilizers, waste water, urine, rust, salt, sulfur, ozone, or other chemicals, contaminants, minerals, or corrosive agents; (f) that were manufactured or furnished by others and/or are not an integral part of a product manufactured by Company; or (g) for which Company has not been paid in full.

11.2. The warranties set forth in Section 10 shall not apply to products with rotary screw compressors or centrifugal compressors if such products have not been started, or if such startup has not been performed, by a Company or Company authorized service representative.

11.3. Refrigerants, fluids, oils and expendable items such as filters are not covered by Company's warranty.

11.4. COMPANY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING PREVENTION OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES.

11.5. COMPANY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, THAT THE PARTS ORDERED BY CUSTOMER MEET THE DESIGN AND SPECIFICATION REQUIREMENTS OF ANY PROJECT. To that end, Customer accepts full and sole responsibility to determine what parts ordered are needed for a project.

11.6. If free warranty labor is available under Section 10, such free labor does not include diagnostic visits, inspections, travel time and related expenses, or unusual access time or costs required by product location.

11.7. No person (including any agent, sales representative, dealer or distributor) has the authority to expand Company's obligation beyond the terms of the express warranties in this Agreement, or to state that the performance of any product is other than is published by Company.

11.8. The warranties in Section 10 and any optional extended warranties are granted only to the original user.

11.9. Company must receive a startup Registration Form for products containing motor compressors and/or furnaces within ten (10) days of original product startup. If Company does not timely receive such Registration Form, the startup date and ship date will be deemed the same for determining the commencement of the warranty period and the warranty shall expire twelve (12) months from that date.

12. Remedies and Limitation on Liability:

12.1. Customer's remedies with respect to the products and services sold hereunder shall be limited to the warranties provided in section 10 and shall not exceed the lesser of: (a) the cost of repairing or replacing defective products; and (b) the original purchase price actually paid for the products or services.

12.2. IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL COMPANY BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR INCIDENTAL, INDIRECT, SPECIAL, CONTINGENT, CONSEQUENTIAL, DELAY OR LIQUIDATED DAMAGES, INCLUDING, WITHOUT LIMITATION ANY DAMAGES THAT ARISE OUT OF OR IN ANY WAY RELATE TO COMPANY'S PERFORMANCE OR LACK OF PERFORMANCE UNDER THIS AGREEMENT, WHETHER THE THEORY FOR RECOVERY IS BASED IN LAW OR IN EQUITY, OR IS UNDER ANY LEGAL THEORY WHATSOEVER, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT OR WARRANTY, INFRINGEMENT, NEGLIGENCE, OR STRICT LIABILITY, REGARDLESS OF WHETHER THESE DAMAGES COULD HAVE BEEN FORESEEN. THE TERM "CONSEQUENTIAL DAMAGES" INCLUDES, WITHOUT LIMITATION, THOSE DAMAGES ARISING FROM BUSINESS INTERRUPTION OR ECONOMIC LOSS, SUCH AS LOSS OF ANTICIPATED PROFITS, REVENUE, PRODUCTION, USE, REVENUE, REPUTATION, DATA OR

CROPS. IN NO EVENT WILL COMPANY'S LIABILITY UNDER THIS AGREEMENT, IN THE AGGREGATE, ARISING FROM ANY CAUSE WHATSOEVER EXCEED THE PRICE PAID OR PAYABLE FOR THE EQUIPMENT OR SERVICES GIVING RISE TO THE CLAIM.

13. Intellectual Property Indemnification: Company will, at its own expense, defend any suits that may be instituted by anyone against Customer for alleged infringement of any valid United States patent, trademark or copyright in existence on the date of this Agreement relating to any products or replacement parts sold hereunder that are manufactured by Company; *provided that* Customer has: (i) made all payments then due hereunder; (ii) given Company immediate notice in writing of any such suit and transmit to Company immediately upon receipt all processes and papers served upon Customer; and (iii) permitted Company, either in the name of Customer or the name of Company, to defend the same and given Company all needed information, assistance and authority to enable it to do so. If the products alleged in such suit held by a court of competent jurisdiction to have, in and of themselves, infringed any such patent, trademark or copyright, Company will pay any final award of damages in such suit to the extent attributable to such infringement. Notwithstanding the foregoing, Company shall not be responsible for any settlement made without its written consent, or for infringements of combination or process patents covering the use of the products in combination with other goods not furnished and manufactured by Company. Notwithstanding the provisions of this paragraph, Customer will hold Company harmless against any expense or loss resulting from infringement of patents or trademarks arising from compliance with Customer's designs or specifications or instructions.

14. System Security: Customer is solely responsible for the implementation and maintenance of a comprehensive security program ("Security Program") that contains reasonable and appropriate security measures and safeguards to protect Customer's computer network, systems, machines, and data (collectively, "Systems") against Cyber Threats, including those Systems on which Customer runs the products or uses the services provided by Company. "Cyber Threat(s)" means any circumstances or events with the potential to adversely impact, compromise, damage, or disrupt Customer's Systems or that may result in any unauthorized access, acquisition, loss, misuse, destruction, disclosure, and/or modification of Customer's Systems, including any data, whether through malware, hacking, or similar attacks.

15. Force Majeure: Company shall not be liable for any damage as a result of any failure to perform or for delay in performance due to any cause beyond Company's reasonable control, including without limitation, any acts of God, including flood, earthquake, tornado, storm, fire, or epidemics or pandemics; acts of terrorism, war or public enemy, civil disobedience, riots, sabotage, or labor disputes; labor or material shortages or delays, delays in transportation, or inability to access or obtain manufacturing facilities; restraint by court order or public authority (whether valid or invalid); or acts of Customer (a "Force Majeure Event"). In the event of a Force Majeure cause or event, the time for the affected party's performance will be extended for a period of time reasonably necessary to overcome the delay caused by such Force Majeure cause or event. If the materials or equipment included in this Agreement become temporarily or permanently unavailable for reasons beyond the control of Company, Company shall be excused from furnishing said materials or equipment and shall be reimbursed for the difference between cost of materials or equipment unavailable and the cost of an available reasonable substitute.

16. Choice of Law and Disputes:

16.1. This Agreement shall be governed by and construed according to the laws of the State of Minnesota, without regard to conflicts of law.

16.2. All claims, disputes, controversies and alleged breaches arising out of or relating to the Agreement shall be submitted to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), except that Company, at its sole option, may elect at any time before it has filed an arbitration demand or answering statement to litigate in court in lieu of arbitration. Any such arbitration shall be held in Minneapolis, Minnesota, unless another site is mutually agreed upon by the parties. Arbitration discovery shall be allowed in accordance with the Federal Rules of Civil Procedure; *provided, however*, that any such discovery shall be completed within four (4) months from the date the Demand for Arbitration is filed with the AAA. Any arbitration award may be entered as a judgment in any state or federal court having jurisdiction.

17. General Provisions:

17.1. This Agreement is binding upon and shall inure to the benefit of each party's respective successors, assigns and affiliates.

17.2. The headings in this Agreement are used as a matter of convenience and shall not be construed to in no way define, limit or describe the scope or intent of any provision of this Agreement.

17.3. A party's failure or neglect to enforce any provision hereof shall in no way constitute a waiver of such party's rights under any other provision. No waiver, alteration or modification of this Agreement shall be valid unless made in writing and signed by an authorized official of the Company. In particular and without limiting the foregoing, notwithstanding anything to the contrary in Customer's purchase order or any other documents, the Company does not accept any order subject to project design and specifications.

17.4. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements relating thereto either written or oral, except to the extent that they are expressly incorporated herein.

17.5. If any provision of this Agreement is found for any reason to be invalid or unenforceable, such provision shall be deemed deleted and replaced by an enforceable provision which, insofar as possible, achieves the same economic and other benefits for the parties as the severed provision was intended to achieve, and the remaining provisions of this Agreement shall continue in full force and effect.

18. Additional Provisions Relating to Company's Provision of Services:

18.1. If during the first thirty (30) days of any Maintenance Agreement or upon a seasonal start-up under a Maintenance Agreement, Company determines that any equipment covered under this Agreement in need of repair and/or replacement, Company shall inform Customer of the equipment condition and the recommended remedy. Thereafter, Company shall not be responsible for the present or future repair and/or replacement or operability of any such specifically identified equipment until such equipment is brought by Customer to an acceptable condition, or the Customer removes the unacceptable equipment from such Maintenance Agreement.

18.2. Any and all costs, fees and expenses arising from or incurred, directly or indirectly, in anticipation of any federal, state, county, local or administrative statute, law, rule, regulation or ordinance (collectively "Governmental Regulation(s)") requiring use of a refrigerant, other than the type of refrigerant currently being utilized in connection with Customer's equipment on which Company is providing services under this

Agreement, shall be borne solely by Customer and Company shall not be required to bear any such costs, fees or expenses incurred or required in connection with the modification, removal, replacement or disposal of any refrigerant made in response to any Governmental Regulation.

18.3. The contract price stated in this Agreement is predicated on the fact that all work will be done during Company's regular working hours unless otherwise specified. If for any reason Customer requests that such work be performed other than during regular working hours, or requests work that is outside the scope of services specified hereunder, Customer agrees to pay Company any additional charges arising from such additional services, including, without limitation, premium pay, special freight or other fees or costs associated therewith. Company may, in its sole discretion, reserves the right to engage others in a subcontractor status to perform the work hereunder.

18.4. Customer shall be solely responsible for all costs, expenses, damages, fines, penalties, claims and liabilities associated with or incurred in connection with any hazardous materials or substances, including but not limited to asbestos, upon, beneath, about or inside Customer's equipment or property. Title to, ownership of, and legal responsibility and liability for any and all such hazardous materials or substances, shall at all times remain with Customer. Customer shall be responsible for the removal, handling and disposal of all hazardous materials and substances in accordance with all applicable Governmental Regulations. Customer shall defend, indemnify, and hold harmless Company and its officers, directors, agents, and employees (collectively "Indemnified Parties") for, from and against any and all claims, damages, costs, expenses, liabilities, actions, suits, fines and penalties (including without limitation, attorneys' fees and expenses) suffered or incurred by any such Indemnified Parties, based upon, arising out of or in any way relating to exposure to, handling of, or disposal of any hazardous materials or substances, including but not limited to asbestos, in connection with the services performed hereunder. Company shall have the right to suspend its work, at no penalty to Company, until such products or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price shall be equitably adjusted.

18.5. Customer shall provide Company personnel with the usual required utilities (water, electricity, compressed air, etc.) and special tools and equipment normally used for such services unless specifically stated in the quote. Further, Customer shall ensure that sufficient service access space is provided. Company shall not be held liable for failure of or damage to any Customer equipment caused by power interruptions, single phasing, phase reversal, low voltage, or other deficiencies beyond the control of Company.

18.6. Company is not responsible for: (a) the design of Customer's system (unless specifically included in Company's proposal), (b) obsolescence, electrical power failures, low voltage, the burned-out of main or branch fuses, low water pressure, vandalism, or misuse or abuse of Customer's system by others (including the Customer), (c) negligence of the operation of the system by Customer or others, or (d) other causes beyond the control of Company. If Company is required to make any repairs and/or replacements or emergency calls occasioned by the improper operation of the system or the equipment covered hereby, or by any cause beyond Company's control, Customer shall pay Company for the charges incurred in making such repairs and/or replacements or emergency calls in accordance with the current established Company rates for performing such services.

18.7. A Maintenance Agreement may be terminated: (i) by either party upon the anniversary date of the Agreement; *provided however*, that written notice of such termination must be given to the non-terminating party at least thirty (30) days prior to the anniversary date; (ii) by Company upon five (5) days prior written notice to Customer, in the event that: (x) any sums or monies due or payable pursuant to this Agreement are not paid when due, or (y) any additions, alterations, repairs or adjustments are made to the system or equipment without Company's prior approval; (iii) by either party, in the event that the other party commits any other material breach of this Agreement and such breach remains uncured for ten (10) business days, after written notice thereof. If a Maintenance Agreement is terminated for any reason, other than a material breach by Company, Customer shall pay, in addition to all sums currently due and owing, the entire remaining balance due for the term of the Maintenance Agreement, or an amount equal to time and materials expended for the year, whichever is less.

19. Additional Provisions Relating to Sales in Canada: The parties hereto confirm that it is their wish that this contract be drawn up in the English language only; les parties aux présentes confirment leur volonté que ce contrat soit rédigé en langue anglaise seulement.