



CITY OF CALLAWAY BOARD OF COMMISSIONERS

TUESDAY, MARCH 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

- **Presentation** Fluoride in Water Nancy Viejo

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

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

PUBLIC HEARING

1. **Ordinance 1114** LDR Amendment- Recreational Equipment

REGULAR AGENDA

2. **Ordinance 1115** City Election Dates
3. **Ordinance 1116** Annexation- 760 N. Fox Ave -Corrected Summary Form
4. **Ordinance 1117** SSCPA- 760 N. Fox Ave
5. **Ordinance 1118** Rezoning- 760 N. Fox Ave
6. **Ordinance 1119** Annexation- 235 Hill Drive
7. **Discussion** Speed Bumps
8. **Garbage Haulers** Agreement Renewals
9. **Budget Amendment** Tetra Tech Public Assistance
10. **Development Order Review** Tyndall Parkway Coffee Shop

COMMISSION/STAFF COMMENTS

ANNOUNCEMENTS

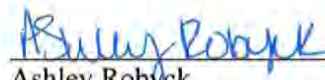
All meetings will be held at the Callaway Arts & Conference Center, 500 Callaway Park Way, Callaway, FL, unless otherwise noted.

- April 1, 2025
- April 8, 2025
- April 12, 2025

Planning Board Meeting (Potential)	6:00 p.m.
Commission Meeting	6:00 p.m.
BCSO Kite Day	10:00 a.m.

PUBLIC PARTICIPATION

ADJOURNMENT



Ashley Robyck
City Clerk

PURSUANT TO FLORIDA STATUTE 286.0105: Any person who decides to appeal any decision made at a meeting(s) announced in this notice with respect to any matter considered at such meeting(s) will need a record of the proceedings and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Any person requiring a special accommodation at this meeting because of a disability or physical impairment should contact Callaway's City Clerk, at 6601 E. Highway 22, Callaway, FL 32404; or by phone at (850) 871-6000 at least five calendar days prior to the meeting.

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

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

The City of Callaway Commission met in a Regular Session on March 11, 2025. In attendance were Pam Henderson, Mayor, David Griggs, Mayor Pro tem, and Commissioners, Scott Davis, Bob Pelletier, 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; Bonnie Poole, Director of Code Enforcement; David Joyner, Fire Chief, and Tim Legare, Director of Leisure Services.

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

PRESENTATION

Deputy Kip McKenzie advised that due to new computer systems, the statistics are not correct. He also advised that the BCSO annual Kite Day would be on April 12th and expressed thanks to the City Manager and Code Enforcement for their help with cleaning up certain areas.

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

APPROVAL OF MINUTES

February 25, 2025 Regular Meeting

Motion:

Motion made by Commissioner Davis and seconded by Commissioner Griggs to approve the minutes of February 25, 2025. Motion carried unanimously.

PUBLIC HEARING

Ordinance 1112-Small Scale Comprehensive Plan Amendment 174 N. Star Ave, Parcel ID 06513-000-000 (2nd Reading)

City Attorney Obos read Ordinance 1112 as follows:

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF CALLAWAY, ACTING UPON THE APPLICATION OF BRYON KETIH 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.

Mayor Henderson called for Public Participation.

Citizen, advised that citizens can remain anonymous if they would like during public participation.

Motion:

Motion made by Commissioner Ayers and seconded by Commissioner Griggs/Pelletier to approve the second reading of Ordinance 1112. The motion carried unanimously upon roll call vote.

Ordinance 1113- Rezoning 174 N. Star Ave Parcel ID 06513-000-000

City Attorney Obos read Ordinance 1113 as follows:

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.

Mayor Henderson called for Public Participation, there was none.

Motion:

Motion made by Commissioner Ayers and seconded by Commissioner Griggs to approve the second reading of Ordinance 1113. The motion carried unanimously upon roll-call vote.

REGULAR AGENDA

Ordinance 1114- Land Development Regulation (LDR) Amendment- Recreational Equipment Storage

City Attorney Obos read Ordinance 1114 as follows:

AN ORDINANCE OF THE CITY OF CALLAWAY, FLORIDA, AMENDING CITY'S LAND DEVELOPMENT REGULATIONS TO MODIFY THE PARKING STANDARDS FOR MAJOR RECREATIONAL EQUIPMENT ON RESIDENTIAL PROPERTY; DEFINING MAJOR RECREATIONAL EQUIPMENT; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Henderson advised they want to mirror Panama City's Ordinance.

Commissioner Davis agrees with the updated Ordinance.

Commissioner Pelletier advised that he is glad that boats are included.

Commissioner Ayers advised that he agrees with the clarification in this Ordinance.

Commissioner Griggs advised the importance of the citizens understanding what the Ordinance enforces.

Bonnie Poole, Director of Code Enforcement clarifies that the triangle is as one person pulls out of their driveway, recreational equipment cannot block view of road, as well has other rules

Mayor Henderson called for Public Participation,

Jeffery Carnahan 7752 Shadow Bay Drive, asked about the sheet that Commission received about the triangle.

Ron Shaner, 5711 Kevin Circle, advised that will state his name and he disagrees with changing the Ordinance.

Christine Smallwood, 7303 Rodgers Drive, commends the Commission with the turnaround time to get this on the agenda.

Marla Clark, 511 Old Hickory Street, thanked the commission for putting this on the agenda and advised that there are more than just RV and Motorhomes and spoke of current violations.

Don Hennings 431 Tanya Pass, commented that some people had to sell their RV because they couldn't afford storage, hard to makeup those lost 2 years when it's suddenly okay to have them.

Citizen, commended Ayers for changing his mind and spoke on other eyesores in the city.

Commissioner Griggs advised that deed restrictions can restrict this whether commission passes it or not and advised citizens to fully understand this ordinance.

Richard Trevathan, 1327 S Kimbrel Avenue asked the number of things allowed and about a boat and rental space and the overlay district. Commissioner Griggs and Mayor Henderson addressed.

Motion:

Motion made by Commissioner Davis and seconded by Commissioner Ayers to approve the first reading of Ordinance 1114, LDR Amendment- Recreational Equipment Storage with the illustration added. The motion carried unanimously upon roll call vote.

Budget Amendment- Comprehensive Plan Update

City Manager Cook advised that this is to cover the \$87,500 cost that we will be reimbursed for.

Commissioner Ayers asked if Bay County has this within their budget to reimburse.

City Attorney Obos addressed.

Mayor Henderson for public participation; there was none.

Motion:

Motion made by Commissioner Griggs and seconded by Commissioner Davis to approve the Budget Amendment for the comprehensive Plan Update. The motion carried unanimously.

Mutual Aid Agreement with Panama City Fire Department

City Manager Cook advised that this is a mutual aid agreement for fire protection with Panama City much like we have with each other city and the county.

Mayor Henderson for public participation; there was none.

Motion:

Motion made by Commissioner Ayers and seconded by Commissioner Pelletier to approve the Mutual Aid Agreement with the City of Panama City Fire Department. The motion carried unanimously.

Change Order- Tetra Tech #14

City Manager Cook advised that this is a change order extending the period of performance through December 31, 2025. This will be a cost increase of \$32,560.68 from \$1,087,024.000 to \$1,119,584.68. This cost increase will be reimbursed by FEMA.

Commissioner Ayers asked if we are sure FEMA will reimburse.
City Manager addressed.

Commissioner Pelletier asked for a breakdown of what is still owed by FEMA.
Finance Director Schultz addressed.

Mayor Henderson called for Public Participation; there was none.

Motion:

Motion made by Commissioner Griggs and seconded by Commissioner Ayers to approve Change Order #14 with Tetra Tech. The motion carried unanimously.

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

Pamn Henderson, Mayor

- STEM Initiatives with the Navy Base and schools
- Events attended
- Legislature session bills regarding fluoride and the 25% upcharge for customers outside of City limits, and City election dates
- Property tax issues
- Bay County League of Cities quarterly meeting
- Women in Construction Habitat for Humanity event

Scott Davis, Commissioner, Ward I

- Brittany Woods flagpole and solar light
- Utility Coordinator update
- FPL and roundabout issues

David Griggs, Commissioner, Ward II

- Upcharge for services outside of city limits

Kenneth Ayers, Commissioner, Ward IV

- Florida History
- Other areas regarding fluoride in the water
- Berthe Ave broken guidewire and anchor
- Events attended
- Meeting with City Manager
- City Election dates discussion at next Commission Meeting
- RV discussion with citizens
- Callaway Cemetery
- New coffee shop on Cherry St at Tyndall Parkway

Eddie Cook, City Manager

- Gore Park parking project
- Cherry Street utility coordinator update
- Beacon Point bid opening March 28
- Boat Race Road paving
- Roundabout project update
- Berthe Spillway update
- Hugh Thomas project update
- Sandy Creek sewer project update
- Water & Sewer capacity study update
- Stormwater Master Plan Study
- Lift Station Rehabilitation project update
- Flex Net meter reading project
- Parker Median project update
- Cemetery drainage
- Chlorination update
- Berthe Bridge update
- Veteran's Park fencing
- LAP projects
- Solid Waste bid update

ANNOUNCEMENTS

Mayor Henderson read the announcements as follows:

• March 16, 2025	Historical Society Meeting	2:00 p.m.
• March 18, 2025	Planning Board Meeting	6:00 p.m.
• March 22, 2025	Opening Day	9:00 a.m.
• March 25, 2025	Commission Meeting	6:00 p.m.

PUBLIC PARTICIPATION

Anna Pelletier, 7724 Shadow Bay Drive, asked if there are public record documents regarding City Manager riding with Commissioner and how much time that takes from his duties. City Manager & Commissioner Ayers addressed.

Fred Melko 5712 Kevin Circle, asked about trash and solid waste removal and displeasure with what he received after the last meeting and glass left in the road in front of his house. Would like original letter about solid waste pickup pre-hurricane.

Ron Shaner, 5711 Kevin Cir, confirms what Mr. Melko regarding glass left in the road and palm trees picked up by public works, and spoke on the 1% tax that Panama City and Panama City Beach collects.

Theresa Langston, 6031 Lance Street, asked how much time City Manager spends on anything other than Callaway business during business hours, spoke on TECO update, utility coordinator, bridge completion, Beacon Point partnership and Commissioner Ayers lunch with City Manager.

ADJOURNMENT

There being no further business, the meeting was adjourned at 8:08 p.m.

Attest: _____
Pamn Henderson, Mayor

Ashley Robyck, City Clerk



**Financial Statements
Unaudited
For Period Ended
February 28, 2025**



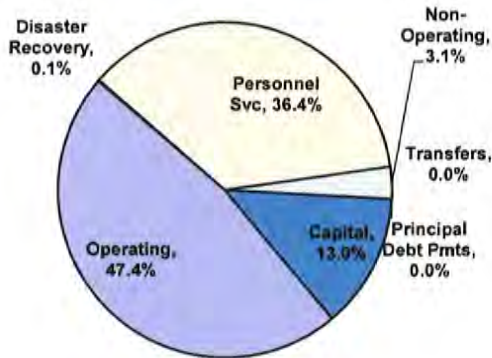
CITY OF CALLAWAY

Fiscal Year 2025

BUDGET-IN-BRIEF as of February 28, 2025

41.47 % of Year Elapsed

YTD-Citywide Expense Allocation



General Fund Revenues

Revenues	Budget	Year-to-Date	%
Ad valorem Taxes	2,414,572	1,849,569	76.6%
Other Taxes	2,230,749	991,979	44.5%
Permits, Fees, & Licenses	1,482,474	619,083	41.8%
Grants & Shared Revenue**	5,650,737	964,111	17.1%
FEMA Public Assistance	-	-	0.0%
Financing Proceeds	-	-	0.0%
Service Charges	262,602	104,966	40.0%
Judgements, Fines, & Forfeits	51,500	32,142	62.4%
Interest & Other Earnings	496,700	182,375	36.7%
Rents & Royalties	79,796	28,005	35.1%
Sales of Fixed Assets	2,795	2,796	0.0%
Contributions & Donations	900	317	0.0%
Miscellaneous Revenue	114,504	31,369	27.4%
Transfers In	1,245,899	-	0.0%
Total Revenues	\$ 14,033,228	\$ 4,806,710	34.3%

General Fund Expenditures

Expenditures	Budget	Year-to-Date	%
Executive (Commission)	56,550	23,433	41.4%
City Manager	251,630	104,041	41.3%
Finance	447,380	202,698	45.3%
Legal	58,500	23,584	40.3%
Code Enforcement	428,391	134,516	31.5%
Information Technology	95,907	40,246	42.0%
City Clerk	158,688	60,333	38.0%
Elections	-	-	0.0%
General Government	3,396,623	347,218	10.2%
Human Resources	96,311	37,717	39.2%
Law Enforcement	2,656,718	1,106,966	41.7%
Fire Department	2,415,666	1,019,799	42.2%
Emergency & Disaster Relief	116,045	8,699	7.5%
Utility Billing	-	-	0.0%
Streets	1,338,897	540,309	40.4%
Maintenance Shop	295,145	117,508	39.8%
Leisure Services	2,177,690	851,605	39.1%
Cost Allocation Transfers	(862,966)	(359,570)	41.7%
Interest Expense	-	-	0.0%
Transfers/Payments	896,859	-	0.0%
Total Expenditures	\$ 14,022,034	\$ 4,259,102	30.4%

General Fund Increase/Decrease to Fund Balance

	Budget	Year-to-Date
Incr / (Decr) to Fund Balance	11,194	547,608

Community Redevelopment Fund

	Budget	Year-to-Date	%
Revenues & Trfrs In	2,565,711	1,143,791	0.0%
Expenditures	3,184,707	116,638	3.7%
Incr / (Decr) to Fund Balance	(618,996)	1,027,153	

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	380,654	1.8%
1/2 Cent Infrastructure Tax	2,044,744	824,287	40.3%
Total Revenues and Trans In	22,627,717	1,204,941	5.3%
Expenditures	26,721,570	410,444	1.5%
Incr / (Decr) to Fund Balance	(4,093,853)	794,497	

Water Fund

	Budget	Year-to-Date	%
Revenues & Trfrs In	4,350,859	1,653,558	38.0%
Expenses & Trfrs Out	4,054,455	1,350,676	33.3%
Incr / (Decr) to Net Assets	296,404	302,883	

Sewer Fund

	Budget	Year-to-Date	%
Revenues & Trfrs In	6,935,644	2,467,347	35.6%
Expenses & Trfrs Out	6,855,169	1,660,338	24.2%
Incr / (Decr) to Net Assets	80,475	807,009	

Solid Waste Fund

	Budget	Year-to-Date	%
Revenues	1,118,968	483,047	43.2%
Expenses & Trfrs Out	833,599	218,219	26.2%
Incr / (Decr) to Net Assets	285,369	264,828	

Citywide Increase/Decrease to Fund Balance / Net Assets

	Budget	Year-to-Date
Incr / (Decr) to Fund Balance/Net Assets	(4,039,407)	3,743,979



CITY OF CALLAWAY

Fiscal Year 2025

BUDGET-IN-BRIEF Quarterly Summary as of February 28, 2025

41.47 % 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	\$ 124,021	\$ -	\$ -	\$ 1,849,569	\$ 565,003	76.6%
Other Taxes	2,230,749	624,330	367,649	-	-	991,979	1,238,770	44.5%
Permits, Fees, & Licenses	1,482,474	387,077	232,005	-	-	619,083	863,391	41.8%
Grants & Shared Revenue**	5,650,737	607,045	357,065	-	-	964,111	4,686,626	17.1%
FEMA Public Assistance	-	-	-	-	-	-	-	0.0%
Financing Proceeds	-	-	-	-	-	-	-	0.0%
Service Charges	262,602	68,432	36,534	-	-	104,966	157,636	40.0%
Judgements, Fines, & Forfeits	51,500	22,683	9,458	-	-	32,142	19,358	62.4%
Interest & Other Earnings	496,700	109,099	73,276	-	-	182,375	314,325	36.7%
Rents & Royalties	79,796	13,941	14,064	-	-	28,005	51,791	35.1%
Sales of Fixed Assets	-	-	-	-	-	-	-	0.0%
Sales of Scrap	2,795	2,796	-	-	-	2,796	(1)	100.0%
Contributions & Donations	900	316	0	-	-	317	583	0.0%
Miscellaneous Revenue	114,504	9,117	22,252	-	-	31,369	83,135	27.4%
Transfers In	1,245,899	-	-	-	-	-	1,245,899	0.0%
Total Revenues	\$ 14,033,228	\$ 3,570,386	\$ 1,236,324	\$ -	\$ -	\$ 4,806,710	\$ 9,226,518	34.3%

General Fund Expenditures

Expenditures	Budget	1st QTR	2nd QTR	3rd QTR	4th QTR	Year-to-Date	Variance	%
Executive (Commission)	\$ 56,550	\$ 14,344	\$ 9,088	\$ -	\$ -	\$ 23,433	\$ 33,117	41.4%
City Manager	251,630	57,785	46,256	-	-	104,041	147,589	41.3%
Finance	447,380	80,805	121,893	-	-	202,698	244,682	45.3%
Legal	58,500	13,100	10,484	-	-	23,584	34,916	40.3%
Code Enforcement	426,391	89,304	45,212	-	-	134,516	291,875	31.5%
Information Technology	95,907	25,377	14,870	-	-	40,246	55,661	42.0%
City Clerk	158,688	33,507	26,826	-	-	60,333	98,355	38.0%
Elections	-	-	-	-	-	-	-	0.0%
General Government	3,396,623	221,879	125,339	-	-	347,218	3,049,405	10.2%
Human Resources	96,311	20,671	17,046	-	-	37,717	58,594	39.2%
Law Enforcement	2,656,718	664,180	442,786	-	-	1,106,966	1,549,752	41.7%
Fire Department	2,415,666	553,779	466,020	-	-	1,019,799	1,395,867	42.2%
Emergency & Disaster Relief	116,045	4,214	4,485	-	-	8,699	107,346	0.0%
Utility Billing	-	-	-	-	-	-	-	0.0%
Streets	1,338,897	321,043	219,266	-	-	540,309	798,588	40.4%
Maintenance Shop	295,145	66,685	50,824	-	-	117,508	177,637	39.8%
Leisure Services	2,177,690	403,116	448,489	-	-	851,605	1,326,085	39.1%
Cost Allocation Transfers	(862,966)	(215,742)	(143,828)	-	-	(359,570)	(503,396)	41.7%
Interest Expense	-	-	-	-	-	-	-	0.0%
Transfers & Loan Payments	896,859	-	-	-	-	-	896,859	0.0%
Total Expenditures	\$ 14,022,034	\$ 2,354,047	\$ 1,905,056	\$ -	\$ -	\$ 4,259,102	\$ 9,762,932	30.4%

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	\$ 1,216,340	\$ (668,732)	\$ -	\$ -	\$ 547,608	\$ (536,414)

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	30,263	-	-	116,638	3,068,070	3.7%
Incr / (Decr) to Fund Balance	\$ (618,996)	\$ 1,057,416	\$ (30,263)	\$ -	\$ -	\$ 1,027,153	\$ (1,646,149)	



CITY OF CALLAWAY

Fiscal Year 2025

BUDGET-IN-BRIEF Quarterly Summary as of February 28, 2025

41.67 % of the Year Elapsed

Capital Projects Fund								
	Budget	1st QTR	2nd QTR	3rd QTR	4th QTR	Year-to-Date	Variance	%
Revenues & Trfrs In	20,582,973	-	380,654	-	-	380,654	20,202,319	1.8%
1/2 Cent Infrastructure Tax	2,044,744	502,804	321,483	-	-	824,287	1,220,457	40.3%
Total Revenues and Trans In	22,627,717	502,804	702,137	-	-	1,204,941	21,422,776	5.3%
Expenditures	26,721,570	87,168	323,275	-	-	410,444	26,311,126	1.5%
Incr / (Decr) to Fund Balance	\$ (4,093,853)	\$ 415,636	\$ 378,862	\$ -	\$ -	\$ 794,497	\$ (4,888,350)	
Water Fund								
	Budget	1st QTR	2nd QTR	3rd QTR	4th QTR	Year-to-Date	Variance	%
Revenues								
Charges for Services	3,826,885	978,471	553,439	-	-	1,531,909	2,294,976	40.0%
Other Income	523,974	76,993	44,656	-	-	121,649	402,325	23.2%
Total Revenues	4,350,859	1,055,464	598,094	-	-	1,653,558	2,697,301	38.0%
Expenditures								
Salaries & Benefits	686,438	156,562	112,572	-	-	269,135	417,303	39.2%
Contractual Services	38,800	8,557	4,398	-	-	12,955	25,845	33.4%
Cost of Water	1,180,314	286,861	185,526	-	-	472,387	707,927	40.0%
Other Expenditures	2,148,903	356,939	239,260	-	-	596,199	1,552,704	27.7%
Total Expenditures	4,054,455	808,919	541,756	-	-	1,350,676	2,703,779	33.3%
Incr / (Decr) to Net Assets	\$ 296,404	\$ 246,545	\$ 56,338	\$ -	\$ -	\$ 302,883	\$ (6,479)	
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	867,383	-	-	2,161,418	3,228,252	40.1%
Other Income	1,545,974	200,117	105,812	-	-	305,929	1,240,045	19.8%
Total Revenues	6,935,644	1,494,153	973,195	-	-	2,467,347	4,468,297	35.6%
Expenditures								
Salaries & Benefits	616,633	115,519	103,040	-	-	218,559	398,074	35.4%
Contractual Services	15,000	1,825	1,183	-	-	3,009	11,991	20.1%
Cost of Treatment	2,331,955	493,181	310,239	-	-	803,420	1,528,535	34.5%
Other Expenditures	3,891,581	380,273	255,077	-	-	635,350	3,256,231	16.3%
Total Expenditures	6,855,169	990,798	669,539	-	-	1,660,338	5,194,831	24.2%
Incr / (Decr) to Net Assets	\$ 80,475	\$ 503,354	\$ 303,655	\$ -	\$ -	\$ 807,009	\$ (726,534)	
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	178,170	-	-	445,984	619,911	41.8%
Other Income	53,073	21,873	15,191	-	-	37,064	16,009	69.8%
Total Revenues	1,118,968	289,687	193,360	-	-	483,047	635,921	43.2%
Expenditures								
Salaries & Benefits	261,690	53,132	47,099	-	-	100,231	161,459	38.3%
Contractual Services	128,211	740	482	-	-	1,222	126,989	1.0%
Other Expenditures	443,698	66,715	50,052	-	-	116,767	326,931	26.3%
Total Expenditures	833,599	120,587	97,632	-	-	218,219	900,749	26.2%
Incr / (Decr) to Net Assets	\$ 285,369	\$ 169,100	\$ 95,728	\$ -	\$ -	\$ 264,828	\$ 20,541	
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)	\$ 3,608,391	\$ 135,588	\$ -	\$ -	\$ 3,743,979	\$ 7,783,386	

City of Callaway
Balance Sheet
For Period Ended February 28, 2025



	General	CRA	CIP	Water	Sewer	Solid Waste	Total
Current Assets							
Cash & Cash Equivalents	\$ 7,179,007	\$ 2,472,013	\$ (1,191,819)	\$ 2,980,457	\$ 10,803,926	\$ 2,123,454	\$ 24,367,038
Cash - Restricted	3,003,857	-	6,956	2,637,312	1,373,715	-	7,021,839
Cash - Infrastructure Tax	-	-	8,781,641	-	-	-	8,781,641
Cash - ARPA Restricted	-	-	-	-	-	-	-
Investments	12,290	-	-	-	-	-	12,290
Investments - Restricted	169,811	-	-	622,901	2,526,680	-	3,319,392
Receivables	5,935,048	-	1,875,851	493,161	1,805,174	90,205	10,199,439
Inventory	31,188	-	-	-	-	9,509	40,697
Prepaid Items	97,343	-	-	2,991	-	-	100,334
Other Current Assets	-	-	-	-	997,000	-	997,000
Total Current Assets:	\$ 16,428,544	\$ 2,472,013	\$ 9,472,629	\$ 6,736,821	\$ 17,506,495	\$ 2,223,169	\$ 54,839,671
Non Current Assets							
Capital Assets	\$ -	\$ -	\$ -	\$ 8,830,252	\$ 9,232,777	\$ 243,003	\$ 18,306,032
Other Noncurrent Assets	-	-	-	3,113,609	9,961,573	-	13,075,182
Deferred Outflow	-	-	-	121,821	87,015	52,209	261,045
Total Non Current Assets:	\$ -	\$ -	\$ -	\$ 12,065,681	\$ 19,281,365	\$ 295,212	\$ 31,642,259
Total Assets:	\$ 16,428,544	\$ 2,472,013	\$ 9,472,629	\$ 18,802,503	\$ 36,787,860	\$ 2,518,381	\$ 86,481,929
Current Liabilities							
Payable	\$ 281,408	\$ 14,202	\$ 238,689	\$ 190,646	\$ 433,608	\$ 16,716	\$ 1,175,268
Unearned Revenue	5,478,646	-	2,156,866	-	-	-	7,635,512
Other Current Liability	12,220	-	-	1,719,039	890,500	-	2,621,759
Total Current Liabilities:	\$ 5,772,274	\$ 14,202	\$ 2,395,555	\$ 1,909,685	\$ 1,324,108	\$ 16,716	\$ 11,432,540
Non Current Liabilities							
Non-Current Liability	\$ -	\$ -	\$ -	\$ 6,774,855	\$ 7,166,567	\$ 172,182	\$ 14,113,603
Deferred Inflow	-	-	-	36,956	26,397	15,839	79,192
Total Non Current Liabilities:	\$ -	\$ -	\$ -	\$ 6,811,811	\$ 7,192,964	\$ 188,021	\$ 14,192,795
Total Liabilities:	\$ 5,772,274	\$ 14,202	\$ 2,395,555	\$ 8,721,496	\$ 8,517,071	\$ 204,737	\$ 25,625,335
Fund Balance							
Fund Balance Unrestricted	\$ 6,891,331	\$ -	\$ -	\$ 5,641,526	\$ 20,998,866	\$ 1,805,812	\$ 35,337,534
Fund Balance Restricted	3,217,332	1,430,658	6,282,577	4,136,598	6,464,913	243,003	21,775,081
Total Liabilities and Fund	\$ 15,880,936	\$ 1,444,859	\$ 8,678,132	\$ 18,499,620	\$ 35,980,851	\$ 2,253,552	\$ 82,737,951
Retained Earnings:	\$ 547,608	\$ 1,027,153	\$ 794,497	\$ 302,883	\$ 807,009	\$ 264,828	\$ 3,743,979
Total Liabilities, Fund	\$ 16,428,544	\$ 2,472,013	\$ 9,472,629	\$ 18,802,503	\$ 36,787,860	\$ 2,518,381	\$ 86,481,929

Cash and Investments

	Government Funds		Enterprise Funds		Total Funds	
Unrestricted	\$ 8,471,491	41.5%	\$ 15,907,837	69.0%	\$ 24,379,329	56.0%
Restricted	\$ 11,962,265	58.5%	\$ 7,160,608	31.0%	\$ 19,122,872	44.0%
Total	\$ 20,433,756	100.0%	\$ 23,068,445	100.0%	\$ 43,502,201	100.0%
Unrestricted	\$ 8,471,491		\$ 15,907,837		\$ 24,379,329	
17% Reservers	\$ 4,098,208		\$ 1,996,348		\$ 6,094,556	
Net Available for Operations	\$ 4,373,284		\$ 13,911,489		\$ 18,284,773	

City of Callaway
General Fund Revenue & Expenditures
For YTD Period Ended February 28, 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	\$ 75,126	\$ 1,849,569	\$ 565,003	\$ -	\$ 565,003	76.60%
Local Option Fuel Tax	307,602	23,393	111,126	196,476	-	196,476	36.13%
Pub Svc Utility Tx-Electricity	1,196,059	107,198	558,578	637,481	-	637,481	46.70%
Pub Svc Utility Tax - Water	310,877	28,574	128,024	182,853	-	182,853	41.18%
Pub Svc Utility Tax - Nat. Gas	65,063	7,238	28,108	36,955	-	36,955	43.20%
Pub Svc Utility Tx-Bottled Gas	9,252	1,241	4,257	4,995	-	4,995	46.02%
Communications Services Tax	322,624	28,869	146,667	175,957	-	175,957	45.46%
Local Business License Tax	19,272	293	15,220	4,052	-	4,052	78.97%
Subtotal	\$ 4,645,321	\$ 271,933	\$ 2,841,548	\$ 1,803,773	\$ -	\$ 1,803,773	61.17%
Permits, Fees and Licenses							
Building Permits	\$ 35,000	\$ 1,042	\$ 10,456	\$ 24,544	\$ -	\$ 24,544	29.88%
Electric Franchise Fees	838,541	72,890	377,485	461,056	-	461,056	45.02%
Gas Franchise Fees	62,697	7,720	26,234	36,463	-	36,463	41.84%
Refuse Collection Permits	103,387	12,628	48,119	55,268	-	55,268	46.54%
Stormwater Fees	106,766	8,946	44,506	62,260	-	62,260	41.69%
Other Licenses & Permits	3,239	115	2,975	264	-	264	91.85%
Comp Plan & LDR Permits	7,844	3,550	4,900	2,944	-	2,944	62.47%
Impact Fees - Transportation Res.	275,000	26,397	104,407	170,593	-	170,593	37.97%
Impact Fees - Transportation Comm.	50,000	-	-	50,000	-	50,000	0.00%
Subtotal	\$ 1,482,474	\$ 133,288	\$ 619,083	\$ 863,391	\$ -	\$ 863,391	41.76%
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	263,851	433,937	-	433,937	37.81%
MRS - Motor Fuel Tax	152,136	11,092	57,527	94,609	-	94,609	37.81%
Mobile Home License Tax	1,200	-	710	490	-	490	59.21%
Alcoholic Beverage Lic. Tax	4,500	1,419	4,496	4	-	4	99.91%
Local Gov't Half Cent Sales Tx	1,781,340	119,114	633,058	1,148,282	-	1,148,282	35.54%
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	\$ 182,502	\$ 964,111	\$ 4,686,626	\$ -	\$ 4,686,626	17.06%

City of Callaway
General Fund Revenue & Expenditures
For YTD Period Ended February 28, 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	270	1,940	4,160	-	4,160	31.80%
Lien Search Fees	23,000	2,000	6,750	16,250	-	16,250	29.35%
Fire Protection Services (Co.)	208,142	15,611	93,664	114,478	-	114,478	45.00%
Collection of Bad Debt	-	-	8	(8)	-	(8)	0.00%
Penalties	2,500	230	1,155	1,345	-	1,345	46.20%
Other Charges for Services	20,660	98	749	19,911	-	19,911	3.62%
Foreclosure Registrations	2,150	200	700	1,450	-	1,450	32.56%
Subtotal	\$ 262,602	\$ 18,409	\$ 104,966	\$ 157,636	\$ -	\$ 157,636	39.97%
Other Revenues							
Judgements, Fines, & Forfeits	\$ 51,500	\$ 6,520	\$ 32,142	\$ 19,358	\$ -	\$ 19,358	62.41%
Interest & Dividends	496,700	37,636	182,375	314,325	-	314,325	36.72%
Concession Stand Rent	3,600	-	-	3,600	-	3,600	0.00%
A&CC Rental Fees	47,500	5,210	17,368	30,132	-	30,132	36.56%
Sports Field Rental Fees	5,000	500	9,845	(4,845)	-	(4,845)	196.90%
Rec Complex Facility Rentals	1,000	150	330	670	-	670	33.00%
Rents - Other	22,696	-	462	22,234	-	22,234	2.04%
Disposition of Fixed Assets	-	-	-	-	-	-	0.00%
Sale of Scrap	2,795	-	2,796	(1)	-	(1)	100.03%
Donations - Private Sources	400	-	-	400	-	400	0.00%
Donations - Veteran's Memorial Wall	-	-	-	-	-	-	0.00%
Voluntary Park Fees Collected	500	0	317	183	-	183	63.34%
Insurance Proceeds	-	-	-	-	-	-	0.00%
Non-Res. Rec League Fee	940	-	3,005	(2,065)	-	(2,065)	319.68%
Other Misc. Revenue	113,564	6	28,364	85,200	-	85,200	24.98%
Other Misc. Revenue - Mowing	-	-	-	-	-	-	0.00%
Gen Fund Over/Short	-	-	-	-	-	-	0.00%
Subtotal	\$ 746,195	\$ 50,022	\$ 277,003	\$ 469,192	\$ -	\$ 469,192	37.12%
Total Taxes and Revenues	\$ 12,787,329	\$ 656,154	\$ 4,806,710	\$ 7,980,619	\$ -	\$ 7,980,619	37.59%
Use of Reserves							
Transfer from Sewer Un Rest.	-	-	-	-	-	-	0.00%
Budgeted Use of Reserves (UN)	349,040	-	-	349,040	-	349,040	0.00%
Budgeted Use of Reserves (RES)	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	\$ 14,033,228	\$ 656,154	\$ 4,806,710	\$ 9,226,518	\$ -	\$ 9,226,518	34.25%

City of Callaway
General Fund Revenue & Expenditures
For YTD Period Ended February 28, 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	\$ 20,834	\$ 29,167	\$ -	\$ 29,167	41.67%
Benefits	3,950	327	1,633	2,317	-	2,317	41.35%
Other Expenses	2,600	50	966	1,634	-	1,634	37.15%
Subtotal Commission	\$ 56,550	\$ 4,543	\$ 23,433	\$ 33,117	\$ -	\$ 33,117	41.44%
City Manager							
Salaries and Wages	\$ 164,965	\$ 12,680	\$ 70,087	\$ 94,878	\$ -	\$ 94,878	42.49%
Benefits	77,865	5,818	31,722	46,143	-	46,143	40.74%
Other Expenses	8,800	165	2,231	6,569	-	6,569	25.36%
Subtotal City Manager	251,630	18,663	104,041	147,589	-	147,589	41.35%
Finance Dept.							
Salaries and Wages	\$ 227,884	\$ 17,138	\$ 96,207	\$ 131,677	\$ -	\$ 131,677	42.22%
Benefits	106,246	8,263	43,494	62,752	-	62,752	40.94%
Audit / Accounting	59,700	25,000	25,000	34,700	-	34,700	41.88%
Other Contractual Service	34,575	144	33,037	1,538	-	1,538	95.55%
Other Expenses	18,975	1,054	4,960	14,015	-	14,015	26.14%
Subtotal Finance	\$ 447,380	\$ 51,599	\$ 202,698	\$ 244,682	\$ -	\$ 244,682	45.31%
Legal							
City Attorney Fees	\$ 56,000	\$ 7,024	\$ 23,584	\$ 32,416	\$ -	\$ 32,416	42.11%
Other Expenses	2,500	-	-	2,500	-	2,500	0.00%
Subtotal Legal	\$ 58,500	\$ 7,024	\$ 23,584	\$ 34,916	\$ -	\$ 34,916	40.31%
Code Enforcement							
Salaries and Wages	\$ 163,881	\$ 12,319	\$ 69,372	\$ 94,509	\$ -	\$ 94,509	42.33%
Benefits	70,820	5,395	28,499	42,321	-	42,321	40.24%
Other Contractual Services	38,500	441	7,818	30,682	-	30,682	20.31%
Animal Control	130,000	-	26,250	103,750	-	103,750	20.19%
Other Expenses	23,190	211	2,576	20,614	150	20,464	11.11%
Capital Outlay - Fixed Assets	-	-	-	-	-	-	0.00%
Subtotal Planning / Code	\$ 426,391	\$ 18,365	\$ 134,516	\$ 291,875	\$ 150	\$ 291,725	31.55%
Information Technology							
IT - Contracted Services	\$ 70,907	\$ 5,935	\$ 29,419	\$ 41,488	\$ -	\$ 41,488	41.49%
Other Contractual Services	-	-	-	-	-	-	0.00%
IT - Equipment < \$1,000	25,000	3,000	10,827	14,173	-	14,173	43.31%
Subtotal Information Tech.	\$ 95,907	\$ 8,935	\$ 40,246	\$ 55,661	\$ -	\$ 55,661	41.96%
City Clerk							
Salaries & Wages	102,091	5,426	44,148	57,943	-	57,943	43.24%
Benefits	45,177	1,890	15,951	29,226	-	29,226	35.31%
Other Expenses	11,420	7	234	11,186	-	11,186	2.05%
Subtotal City Clerk	\$ 158,688	\$ 7,323	\$ 60,333	\$ 98,355	\$ -	\$ 98,355	38.02%

City of Callaway
General Fund Revenue & Expenditures
For YTD Period Ended February 28, 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	\$ 3,972	\$ 22,458	\$ 36,623	\$ -	\$ 36,623	38.01%
Benefits	29,461	1,971	10,400	19,061	-	19,061	35.30%
Other Contractual Services	157,500	1,712	12,768	144,732	578	144,154	8.11%
Communications/Telephone	25,000	1,067	6,155	18,845	-	18,845	24.62%
Utilities	15,600	969	5,510	10,090	-	10,090	35.32%
Repair and Maintenance	2,500	-	-	2,500	-	2,500	0.00%
Other Expenses	718,844	50,328	289,927	428,917	1,585	427,332	40.33%
Capital Outlay - Fixed Assets	2,388,637	-	-	2,388,637	-	2,388,637	0.00%
Subtotal Gen Govt / Admin	\$ 3,396,623	\$ 60,017	\$ 347,218	\$ 3,049,405	\$ 2,163	\$ 3,047,242	10.22%
Human Resources							
Salaries & Wages	70,033	5,346	29,935	40,098	-	40,098	42.74%
Benefits	17,928	1,258	6,903	11,025	-	11,025	38.50%
Other Expenses	8,350	75	879	7,471	-	7,471	10.53%
Subtotal Human Resources	\$ 96,311	\$ 6,679	\$ 37,717	\$ 58,594	\$ -	\$ 58,594	39.16%
Law Enforcement							
Other Contractual Services	\$ 2,656,718	\$ 221,393	\$ 1,106,966	\$ 1,549,752	\$ -	\$ 1,549,752	41.67%
Utilities	-	-	-	-	-	-	0.00%
Subtotal Law Enforcement	\$ 2,656,718	\$ 221,393	\$ 1,106,966	\$ 1,549,752	\$ -	\$ 1,549,752	41.67%
Fire Department							
Salaries and Wages	\$ 1,237,269	\$ 88,889	\$ 519,261	\$ 718,008	\$ -	\$ 718,008	41.97%
Benefits	799,704	58,662	324,630	475,074	-	475,074	40.59%
Communications/Telephone	12,000	884	4,428	7,573	-	7,573	36.90%
Utilities	27,000	1,575	9,219	17,781	-	17,781	34.14%
Insurance	-	-	-	-	-	-	0.00%
Repair and Maintenance	94,160	4,433	14,234	79,926	7,428	72,498	15.12%
Other Expenses	122,600	3,182	42,683	79,917	20,479	59,437	34.82%
Capital Outlay - Fixed Assets	122,933	15,327	105,345	17,588	14,832	2,756	85.69%
Subtotal Fire Dept.	\$ 2,415,666	\$ 172,953	\$ 1,019,799	\$ 1,395,867	\$ 42,739	\$ 1,353,128	42.22%

City of Callaway
General Fund Revenue & Expenditures
For YTD Period Ended February 28, 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	-	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	\$ -	\$ 8,699	\$ 107,346	\$ -	\$ 107,346	7.50%
Utility Billing							
Salaries & Wages	\$ 317,445	\$ 21,517	\$ 110,465	\$ 206,980	\$ -	\$ 206,980	34.80%
Benefits	146,351	9,720	43,841	102,510	-	102,510	29.96%
Contractual Services UB	69,467	3,041	33,887	35,580	-	35,580	48.78%
Transportation & Postage	39,960	3,081	15,997	23,963	-	23,963	40.03%
Other Expenses	156,770	12,036	62,130	94,640	2,459	92,181	39.63%
CA - UB - Operating Exp	(729,993)	(49,395)	(266,320)	(463,673)	-	(463,673)	36.48%
Subtotal Utility Billing	\$ -	\$ -	\$ -	\$ -	\$ 2,459	\$ (2,459)	0.00%

City of Callaway
General Fund Revenue & Expenditures
For YTD Period Ended February 28, 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>
Planning / Street Department							
Salaries and Wages	\$ 556,700	\$ 34,861	\$ 207,585	\$ 349,115	\$ -	\$ 349,115	37.29%
Benefits	232,478	14,327	80,533	151,945	-	151,945	34.64%
Contractual Services	28,350	499	13,800	14,550	1,595	12,956	48.68%
Stormwater Services	25,000	-	6,584	18,416	-	18,416	26.34%
Street Lighting	185,400	14,820	72,170	113,231	-	113,231	38.93%
Repair and Maintenance	74,500	2,411	28,535	45,965	3,562	42,403	38.30%
Fuel & Lubricants	60,000	3,587	16,361	43,639	-	43,639	27.27%
Road Materials & Supplies	40,000	1,415	5,170	34,830	692	34,137	12.93%
Sidewalk Repairs	20,000	399	5,531	14,469	-	14,469	27.66%
Other Expenses	20,875	1,984	13,817	7,058	-	7,058	66.19%
Capital Outlay - Fixed Assets	95,594	-	90,223	5,371	-	5,371	94.38%
Paving	-	-	-	-	-	-	0.00%
Subtotal Street Dept.	\$ 1,338,897	\$ 74,304	\$ 540,309	\$ 798,588	\$ 5,849	\$ 792,739	40.35%
Maintenance Shop							
Salaries and Wages	\$ 163,113	\$ 12,412	\$ 69,785	\$ 93,328	\$ -	\$ 93,328	42.78%
Benefits	63,062	4,821	25,720	37,342	-	37,342	40.78%
Contracted Services	16,600	1,111	7,389	9,212	811	8,401	44.51%
Utilities	8,880	338	1,998	6,882	-	6,882	22.50%
Repair and Maintenance	10,400	20	518	9,882	2,380	7,502	4.98%
Operating Supplies	10,000	435	2,809	7,191	1,783	5,409	28.09%
Other Expenses	23,090	545	9,290	13,800	1,545	12,255	40.23%
Capital Outlay - Fixed Assets	-	-	-	-	-	-	0.00%
Subtotal Maintenance Shop	\$ 295,145	\$ 19,681	\$ 117,508	\$ 177,637	\$ 6,519	\$ 171,118	39.81%
Leisure Services							
Salaries and Wages	\$ 855,140	\$ 58,458	\$ 324,010	\$ 531,130	\$ -	\$ 531,130	37.89%
Benefits	390,723	25,257	132,417	258,306	-	258,306	33.89%
Contracted Services	29,750	1,277	17,058	12,692	1,630	11,062	57.34%
Utilities	103,000	7,278	38,786	64,214	-	64,214	37.66%
Repair and Maintenance	180,000	10,698	77,123	102,877	28,268	74,609	42.85%
Operating Supplies	35,000	488	19,125	15,875	3,535	12,340	54.64%
Other Expenses	83,900	3,115	26,697	57,203	1,027	56,176	31.82%
Capital Outlay - Fixed Assets	500,177	191,391	216,388	283,789	171,973	111,816	43.26%
Subtotal Leisure Services	\$ 2,177,690	\$ 297,963	\$ 851,605	\$ 1,326,085	\$ 206,433	\$ 1,119,652	39.11%
Operating Expenses							
Cost Allocation Transfers	\$ (862,966)	\$ (71,914)	\$ (359,570)	\$ (503,396)	\$ -	\$ (503,396)	41.67%
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)	\$ (359,570)	\$ 404,657	\$ -	\$ 404,657	-797.50%
Total Expenditures	\$ 14,033,228	\$ 897,528	\$ 4,259,102	\$ 9,774,126	\$ 266,311	\$ 9,507,814	30.35%
Net Fund Revenues & Expenditures	\$ -	\$ (241,374)	\$ 547,608	\$ (547,608)	\$ (266,311)	\$ (281,297)	

City of Callaway
CRA Fund Revenues & Expenditures
For YTD Period Ended February 28, 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	5,460	7,074	292,927	525	292,402	2.36%
Stormwater Projects - Berthe Spillway	2,727,807	8,742	52,449	2,675,358	147,109	2,528,249	1.92%
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	14,202	116,638	3,068,070	147,634	2,920,436	3.66%
Net Fund Revenues & Expenditures	-	(14,202)	1,027,153	(1,027,153)	(147,634)	(879,519)	

City of Callaway
Capital Projects Fund Revenues & Expenditures
For YTD Period Ended February 28, 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							
Grants & Shared Revenues							
Federal Grants - 428	\$ 2,305,673	\$ 338,589	\$ 380,654	\$ 1,925,019	\$ -	\$ 1,925,019	16.51%
Infrastructure Half Cent Tax	1,775,763	162,221	673,086	1,102,677	-	1,102,677	37.90%
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 Rehabs	2,466,203	-	-	2,466,203	-	2,466,203	0.00%
Subtotal	21,461,877	500,810	1,053,740	20,408,137	-	20,408,137	4.91%
Other Sources							
Interest - Infrastructure	\$ 268,981	\$ 30,756	\$ 151,201	\$ 117,780	\$ -	\$ 117,780	56.21%
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	\$ 531,566	\$ 1,204,941	\$ 25,516,629	\$ -	\$ 25,516,629	4.51%
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	6,132	14,743	10,257	-	10,257	58.97%
Fox & Lannie Row Pond Clean-UP	141,500	-	-	141,500	-	141,500	0.00%
Berthe Ave Spillway Bridge	978,963	5,718	73,091	905,872	832,320	73,552	7.47%
FDOT Tyndall Median Beautification	400,000	104,100	104,559	295,441	302,334	(6,893)	26.14%
Cherry Street Drainage	4,448,524	-	-	4,448,524	-	4,448,524	0.00%
FlexNet Meter Reading	250,480	9,350	11,850	238,630	225,270	13,360	4.73%
CDBG - Spine Road Hugh Thomas Paving	2,315,010	-	13,250	2,301,760	106,028	2,195,732	0.57%
FDOT Grant - Cherry Street Sidewalk	2,540,989	-	1,824	2,539,165	460,806	2,078,359	0.07%
Road Paving	-	-	-	-	-	-	0.00%
State Grant - Road Paving	1,180,134	96,653	102,153	1,077,981	731,116	346,865	8.66%
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	1,244	1,244	744,815	746,059	(1,244)	0.17%
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	\$ 223,197	\$ 363,954	\$ 18,702,869	\$ 4,092,225	\$ 14,610,645	1.91%
Lift Station Rehabs - CDBG	2,516,203	-	16,100	2,500,103	128,800	2,371,303	0.64%
Sandy Creek Rehab CDBG	5,138,544	-	30,390	5,108,154	205,212	4,902,942	0.59%
Subtotal	\$ 7,654,747	\$ -	\$ 46,490	\$ 7,608,257	\$ 334,012	\$ 7,274,245	0.61%
Total Expenditures and Uses of Funds	\$ 26,721,570	\$ 223,197	\$ 410,444	\$ 26,311,126	\$ 4,426,237	\$ 21,884,890	1.54%
Net Fund Revenues & Expenditures	\$ -	\$ 308,369	\$ 794,497	\$ (794,497)	\$ (4,426,237)	\$ 3,631,739	

City of Callaway
Water Fund Revenues & Expenditures
For YTD Period Ended February 28, 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	\$ 5,000	\$ -	\$ 1,984	\$ 3,016	\$ -	\$ 3,016	39.69%
Impact Fees - Water Res.	115,000	8,152	35,222	79,778	-	79,778	30.63%
Impact Fees - Water Comm.	10,000	-	990	9,010	-	9,010	9.90%
State Grants - Storms & Floods	-	-	-	-	-	-	0.00%
Subtotal	\$ 130,000	\$ 8,152	\$ 38,197	\$ 91,803	\$ -	\$ 91,803	29.38%
Charges for Services							
Water Charges	\$ 3,402,940	\$ 305,913	\$ 1,376,394	\$ 2,026,546	\$ -	\$ 2,026,546	40.45%
Collection of Bad Debt	-	29	83	(83)	-	(83)	0.00%
Reconnect Fees	129,819	10,950	50,450	79,369	-	79,369	38.86%
Penalties	77,327	6,453	33,204	44,123	-	44,123	42.94%
System Taps	11,486	500	3,000	8,486	-	8,486	26.12%
Other Utility Income	205,313	16,466	68,778	136,535	-	136,535	33.50%
Utilities Over/Short	-	-	-	-	-	-	0.00%
Service Work Charges	-	-	-	-	-	-	0.00%
Subtotal	\$ 3,826,885	\$ 340,310	\$ 1,531,909	\$ 2,294,976	\$ -	\$ 2,294,976	40.03%
Interest & Other Earnings							
Interest	\$ 120,000	\$ 10,560	\$ 48,000	\$ 72,000	\$ -	\$ 72,000	40.00%
Interest - Impact Fees	55,000	5,067	25,720	29,280	-	29,280	46.76%
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	\$ 15,627	\$ 75,547	\$ 99,453	\$ -	\$ 99,453	43.17%
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	\$ 365,670	\$ 1,653,558	\$ 2,697,301	\$ -	\$ 2,697,301	38.01%

City of Callaway
Water Fund Revenues & Expenditures
For YTD Period Ended February 28, 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>							
Salaries and Wages	\$ 474,393	\$ 28,517	\$ 193,490	\$ 280,903	\$ -	\$ 280,903	40.79%
Benefits	212,045	10,564	75,644	136,401	-	136,401	35.67%
Engineering Services	-	-	-	-	-	-	0.00%
Contractual Services	38,800	2,261	12,955	25,845	5,612	20,233	33.39%
Cost of Water	1,180,314	83,154	472,387	707,927	-	707,927	40.02%
Communications/Telephone	5,500	449	1,846	3,654	-	3,654	33.56%
Transportation/Postage	2,500	-	400	2,100	-	2,100	16.00%
Utilities	18,000	580	3,029	14,971	-	14,971	16.83%
Insurance	-	-	-	-	-	-	0.00%
Repair and Manitenance	162,000	29,356	71,722	90,278	10,693	79,584	44.27%
Fuel & Lubricants	40,000	1,905	12,333	27,667	-	27,667	30.83%
Operating Supplies	20,000	4,292	12,579	7,421	442	6,978	62.90%
Other Expenses	129,500	8,541	37,573	91,927	13,219	78,708	29.01%
Capital Outlay - Fixed Assets	331,250	6,340	43,867	287,383	88,177	199,206	13.24%
Interest Pmt	256,416	21,010	105,215	151,201	-	151,201	41.03%
Amortization - Loss on AdvRef	38,143	3,179	15,895	22,248	-	22,248	41.67%
UB Cost Allocation	364,996	24,697	133,160	231,836	-	231,836	36.48%
Cost Allocation Transfer	380,598	31,716	158,580	222,018	-	222,018	41.67%
Budgeted Incr to Reserves (UN)	296,404	-	-	296,404	-	296,404	0.00%
Budgeted Incr to Reserves (RES)	-	-	-	-	-	-	0.00%
Transfer to CIP	-	-	-	-	-	-	0.00%
Total Expenditures	\$ 4,350,859	\$ 256,563	\$ 1,350,676	\$ 3,000,183	\$ 118,144	\$ 2,882,040	31.04%
Net Fund Revenues & Expenditures	\$ -	\$ 109,107	\$ 302,883	\$ (302,883)	\$ (118,144)	\$ (184,739)	

City of Callaway
Sewer Fund Revenues & Expenditures
For YTD Period Ended February 28, 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	3,217	45,002	74,998	-	74,998	37.50%
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	\$ 3,217	\$ 48,202	\$ 981,298	\$ -	\$ 981,298	4.68%
Charges for Services							
Charges for Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Collection of Bad Debt	-	-	128	(128)	-	(128)	0.00%
Account Fees	16,739	1,350	6,510	10,229	-	10,229	38.89%
Reconnect Fees	-	-	-	-	-	-	0.00%
Penalties	130,284	10,877	55,688	74,596	-	74,596	42.74%
System Taps	11,594	420	2,460	9,134	-	9,134	21.22%
Other Utility Income	500	-	-	500	-	500	0.00%
Sewer / Wastewater Charges	5,230,553	411,343	2,096,633	3,133,920	-	3,133,920	40.08%
Subtotal	\$ 5,389,670	\$ 423,989	\$ 2,161,418	\$ 3,228,252	\$ -	\$ 3,228,252	40.10%
Interest & Other Earnings							
Dividends	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Interest Earned	400,000	38,139	191,315	208,685	-	208,685	47.83%
Interest - Impact Fees	97,500	8,866	46,316	51,184	-	51,184	47.50%
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	\$ 47,005	\$ 249,822	\$ 247,678	\$ -	\$ 247,678	50.22%
Other Sources							
Transfer from General Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Amort-Premium 2015 Refunding	18,974	1,581	7,905	11,069	-	11,069	41.66%
Subtotal	\$ 18,974	\$ 1,581	\$ 7,905	\$ 11,069	\$ -	\$ 11,069	41.66%
Use of Reserves							
Transfer to General Fund	-	-	-	-	-	-	0.00%
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	\$ 475,792	\$ 2,467,347	\$ 4,468,297	\$ -	\$ 4,468,297	35.57%

City of Callaway
Sewer Fund Revenues & Expenditures
For YTD Period Ended February 28, 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	\$ 27,688	\$ 149,792	\$ 267,594	\$ -	\$ 267,594	35.89%
Benefits	199,247	13,832	68,767	130,480	-	130,480	34.51%
Engineering Services	-	-	-	-	-	-	0.00%
Contractual Services	15,000	310	3,009	11,991	1,582	10,409	20.06%
Cost of Treatment	2,331,955	168,500	803,420	1,528,535	-	1,528,535	34.45%
Communications/Telephone	5,300	514	2,094	3,206	-	3,206	39.52%
Transportation/Postage	2,640	-	400	2,240	-	2,240	15.15%
Utilities	91,000	7,496	38,428	52,572	-	52,572	42.23%
Insurance	-	-	-	-	-	-	0.00%
Repair and Maintenance	181,000	8,433	60,293	120,707	16,558	104,149	33.31%
Fuel & Lubricants	74,500	4,812	28,371	46,129	-	46,129	38.08%
Operating Supplies	16,500	3,791	8,660	7,840	22	7,818	52.49%
Other Expenses	46,700	3,555	15,001	31,699	1,007	30,691	32.12%
Capital Outlay - Fixed Assets	2,058,046	16,625	77,396	1,980,650	127,419	1,853,231	3.76%
Principal Pmt	400,000	-	-	400,000	-	400,000	0.00%
Amortization of Bond Costs	-	-	-	-	-	-	0.00%
Interest Pmt	256,416	21,010	105,215	151,201	-	151,201	41.03%
Interest Pmt / Sandy Creek	-	-	-	-	-	-	0.00%
Amort. of Deferred Loss on Ref	38,143	3,179	15,895	22,248	-	22,248	41.67%
Bond Issuance Cost	5,500	-	4,250	1,250	-	1,250	77.27%
UB Cost Allocation	364,996	24,698	133,160	231,836	-	231,836	36.48%
Cost Allocation Transfers	350,840	29,237	146,185	204,655	-	204,655	41.67%
Budgeted Incr to Reserve (UN)	80,475	-	-	80,475	-	80,475	0.00%
Budgeted Incr to Reserves (RES)	-	-	-	-	-	-	0.00%
Total Expenditures	\$ 6,935,644	\$ 333,680	\$ 1,660,338	\$ 5,275,306	\$ 146,588	\$ 5,128,718	23.94%
Net Fund Revenues & Expenditure:	\$ -	\$ 142,112	\$ 807,009	\$ (807,009)	\$ (146,588)	\$ (660,421)	

City of Callaway
Solid Waste Fund Revenues & Expenditures
For YTD Period Ended February 28, 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	2,191	11,558	16,028	-	16,028	41.90%
Other Utility Income	-	-	-	-	-	-	0.00%
State Grants - Storms & Floods	-	-	-	-	-	-	0.00%
Solid Waste Service Fees	1,038,309	86,818	434,404	603,905	-	603,905	41.84%
Subtotal	\$ 1,065,895	\$ 89,009	\$ 445,984	\$ 619,911	\$ -	\$ 619,911	41.84%
Interest & Other Earnings							
Interest	\$ 51,073	\$ 7,406	\$ 35,973	\$ 15,100	\$ -	\$ 15,100	70.43%
Disposition of Fixed Assets	-	-	-	-	-	-	0.00%
Sales of Surplus or Scrap	2,000	352	1,091	909	-	909	54.54%
Transfer From General Fund	-	-	-	-	-	-	0.00%
Subtotal	\$ 53,073	\$ 7,757	\$ 37,064	\$ 16,009	\$ -	\$ 16,009	69.84%
Use of Reserves							
Budgeted Use of Reserves (UN)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Total Revenues & Sources of Funds	\$ 1,118,968	\$ 96,766	\$ 483,047	\$ 635,921	\$ -	\$ 635,921	43.17%
<u>Expenditures and Uses of Funds</u>							
Salaries and Wages	\$ 185,307	\$ 14,358	\$ 76,155	\$ 109,152	\$ -	\$ 109,152	41.10%
Benefits	76,383	5,350	24,075	52,308	-	52,308	31.52%
Contracted Services	128,211	228	1,222	126,989	-	126,989	0.95%
Repair and Maintenance	47,000	5,014	11,088	35,912	8,344	27,568	23.59%
Tipping Fees	150,000	7,793	41,227	108,773	11,906	96,867	27.48%
Fuel & Lubricants	40,000	1,908	9,100	30,900	-	30,900	22.75%
Other Expenses	7,670	-	546	7,124	-	7,124	7.12%
Capital Outlay - Fixed Assets	-	-	-	-	-	-	0.00%
Cost Allocation Transfer	131,528	10,961	54,805	76,723	-	76,723	41.67%
Budgeted Increase to Reserves	285,369	-	-	285,369	-	285,369	0.00%
Total Expenditures	\$ 1,118,968	\$ 45,612	\$ 218,219	\$ 900,749	\$ 20,250	\$ 880,499	19.50%
Net Fund Revenues & Expenditures	\$ -	\$ 51,154	\$ 264,828	\$ (264,828)	\$ (20,250)	\$ (244,578)	

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

DATE: MARCH 25, 2025

ITEM: ORDINANCE NO. 1114 – LAND DEVELOPMENT REGULATION (LDR) AMENDMENT- RECREATIONAL EQUIPMENT STORAGE (FINAL READING)

1. PLACED ON AGENDA BY:

Pamn Henderson, Mayor

And

Kevin Obos, City Attorney

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)

In response to citizen input at the February 25, 2025 meeting, this item is placed on the agenda.

Language in the recently adopted Panama City ordinance includes the following:

“Parking or storage of major recreational equipment on residential premises shall be allowed subject to the following conditions:

May be parked or stored in:

1. Permanent equipment enclosures such as carports and garages,
2. The driveway of the owner’s residence, but not in any portion of the right-of-way,
3. The front yard, except in the required visibility triangle, but only perpendicular to the front lot line,
4. One of the required side yards, but not both,

Other highlights:

1. Shall not be used for living, sleeping or housekeeping purposes while stored on residential premises,
2. Shall not be connected to any utilities except electricity,
3. Must be well-maintained in an operable condition and must be properly licensed in accordance with the laws of the state,
4. There shall not be more than one major recreational vehicle in the front and/or side yards,
5. There shall not be any major recreational equipment used for commercial purposes”

ATTACHMENTS:

- ORDINANCE 1114- LDR AMENDMENT

5. REQUESTED MOTION/ACTION:

Approval of the first reading of Ordinance No. 1089 upon roll-call vote.

ORDINANCE NO. 1114

AN ORDINANCE OF THE CITY OF CALLAWAY, FLORIDA, AMENDING CITY'S LAND DEVELOPMENT REGULATIONS TO MODIFY THE PARKING STANDARDS FOR MAJOR RECREATIONAL EQUIPMENT ON RESIDENTIAL PROPERTY; DEFINING MAJOR RECREATIONAL EQUIPMENT; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 163, Part II, Florida Statutes, requires local government to adopt, amend, and enforce land development regulations that are consistent with the local comprehensive plan; and

WHEREAS, the City Commission of the City of Callaway, Florida (the "City") amended its Land Development Regulations in 2023 by Ordinance No. 1073 to establish standards for travel trailers on residential property; and

WHEREAS, the City desires to amend the Land Development Regulations to modify the parking standards for travel trailers and other large recreational equipment; and

WHEREAS, the City Commission considered the amendment at a publicly noticed hearing dated March 25, 2025.

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

SECTION 1. From and after the effective date of this Ordinance, Article VII of the City's Land Development Regulations related to Design Standards and Development Criteria shall be amended as follows (~~striktthrough~~ text is deleted; underlined text is added):

Sec. 15.750.3. – Specific Parking Requirements for Major Recreational Equipment Travel trailers in residential zoning districts.

~~A travel trailer (as defined in Article II of this Chapter) may be parked in a residential zoning district (street or lot) only under the following conditions:~~

- ~~(1) — The travel trailer may not be occupied for living purposes.~~
- ~~(2) — The maximum height is fifteen (15) feet.~~
- ~~(3) — The travel trailer is parked in a rear or side yard no closer than five (5) feet to any property line and is screened from view by a buffer not to exceed eight (8) feet in height; or is parked within an enclosed garage or covered carport.~~
- ~~(4) — The travel trailer may be parked in the front yard on a temporary basis as follows:~~

- a. ~~For a period of up to two (2) days for purposes of loading, unloading and cleaning;~~
- b. ~~For a period of up to seven (7) days when owned by visitors or house guests of the subject property.~~

It shall be unlawful for any person to park or store Major Recreational Equipment except in accordance with the provisions of this section.

(1) Recreational equipment.

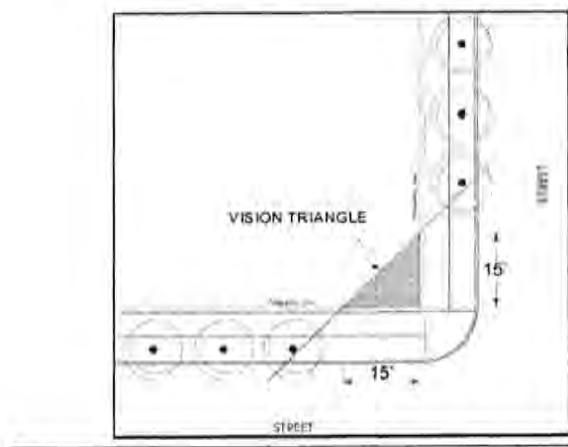
a. General requirements.

- 1. Parking or storage of Major Recreational Equipment, except for loading and unloading not to exceed 24 hours, shall not be permitted in any portion of any public right-of-way.
- 2. Repairing or maintaining Major Recreational Equipment, except repairs necessitated by an emergency, shall not be permitted in any portion of any public right-of-way.
- 3. Major Recreational Equipment shall not be parked or stored on any vacant lot except where such vacant lot adjoins a lot on which a principal structure under the same ownership is located.
- 4. Major Recreational Equipment may not be parked or stored on a parking lot for the principal purpose of displaying such equipment for sale except on parking lots where the sale of vehicles and Major Recreational Equipment is a duly authorized permitted use (i.e., new and used car lot, major recreational equipment sales lot).
- 5. Major Recreational Equipment may not be used for storage of goods, materials or equipment other than those items considered to be part of the vehicle or major recreational equipment essential for its immediate use.
- 6. Parking or storage of Major Recreational Equipment is allowed in duly authorized facilities designed for storage and parking of Major Recreational Equipment and on residential premises as provided in subsection (1)b. of this section.

b. Residential requirements. Parking or storage of Major Recreational Equipment on residential premises shall be allowed subject to the following conditions:

- 1. May be parked or stored in:
 - i. Permanent equipment enclosures such as carports or garages;
 - ii. The driveway of the owner's residence but not in any portion of any public right-of-way;
 - iii. Rear yards not closer than three feet to the rear and side property lines;
 - iv. The front yard except in the required Vision Triangle but only perpendicular to the front lot line and within 15 feet of either side lot line; or
 - v. One of the required side yards but not both.
- 2. May be parked on corner lots in the required street side yard except in the required Vision Triangle.
- 3. May be parked anywhere on residential premises not to exceed 24 hours during loading or unloading.

4. Shall not be used for living, sleeping or housekeeping purposes while stored on a residential premises.
 5. Shall not be connected to any utilities except electricity.
 6. May not be parked or stored in required parking spaces of multiple-family developments.
 7. Must be well maintained in an operable condition and must be properly licensed in accordance with all laws of the state.
 8. Shall not have more than one (1) major recreational equipment in the front and/or side yards.
 9. Shall not permit any major recreational equipment used for commercial purposes.
- c. The Vision Triangle is identified for illustration purposes only below:



SECTION 2. From and after the effective date of this Ordinance, Article II of the City's Land Development Regulations related to Definitions shall be amended as follows ~~striethrough~~ text is deleted; underlined text is added):

Sec. 15-205 – Definitions.

Unless specifically defined below, words or phrases used in these Regulations shall be interpreted so as to give them the meaning they have in common usage and to give this Chapter its most reasonable application:

...

Major Recreational Equipment. Any vehicle, vessel, trailer, or large equipment used primarily for recreational purposes, including Recreational Vehicles, Travel Trailers, camping trailers, truck campers, motor homes, boats, boat trailers, jet skis, utility trailers, and similar recreational equipment.

...

Vision triangle. A designated area located near streets or driveway intersections that shall be free from visual obstruction in order to maintain safe visibility for vehicles, bicyclists, and pedestrians. Sight vision triangles shall be provided on all corners at the intersection of any public or private street with another street, an

alley or a driveway; and, on all corners of the intersection of an alley and driveway. The area on each side of an accessory at the intersection of the access way and any public right-of-way pavement line, defined as a triangle with an apex at the point of intersection and two sides thirty (30) feet long extending from the apex along the edge of the access way and the pavement line and with a third side connecting the ends of the first two.

...
SECTION 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict. If any phrase, clause, sentence, paragraph, section, or subsection of this Ordinance shall be declared unconstitutional or invalid by a court of competent jurisdiction, such unconstitutionality or invalidity shall not affect the remaining phrases, clauses, sentences, paragraphs, sections or subsections of this Ordinance.

SECTION 4. It is the intention of the Commission that the provisions of this Ordinance shall become a part of Appendix A, City of Callaway Land Development Regulations. The provisions of this Ordinance may be renumbered or re-lettered with cross-references corrected and the word "ordinance" may be changed to "section," "article", "division" or other appropriate word to accomplish such intention.

SECTION 5. Effective Date. This Ordinance shall take effect immediately upon its passage.

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

CITY OF CALLAWAY, FLORIDA

By: _____
Pamn Henderson, Mayor

ATTEST: _____
Ashley Robyck, City Clerk

PASSED ON FIRST READING: MARCH 11, 2025
NOTICE PUBLISHED ON: MARCH 12, 2025
PASSED ON SECOND READING: MARCH 25, 2025

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

City Attorney

VOTE OF COMMISSION:

Ayers	_____
Davis	_____
Griggs	_____
Henderson	_____
Pelletier	_____

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

DATE: MARCH 25, 2025

ITEM: ORDINANCE NO. 1115- ELECTION DATE CHANGES

1. PLACED ON AGENDA BY:

Kenneth Ayers Jr, Commissioner
&
Kevin Obos, City Attorney

2. AGENDA:

PRESENTATION ☐
PUBLIC HEARING ☐
OLD BUSINESS ☐
REGULAR ☒

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

N/A

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

This is the first reading of Ordinance No. 1115, which moves City Elections to November each even-numbered year to coincide with Federal, State, and County Elections.

ATTACHMENTS:

- Ord. No. 1115

5. REQUESTED MOTION/ACTION:

Approval of the first reading of Ordinance No. 1115 upon roll-call vote.

ORDINANCE NO. 1115

AN ORDINANCE OF THE CITY OF CALLAWAY, FLORIDA, AMENDING SECTION 4.02 OF THE CITY'S CHARTER RELATED TO THE CONDUCT OF MUNICIPAL ELECTIONS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; SCRIVENER'S ERRORS; LIBERAL INTERPRETATION; MODIFICATIONS; CODIFICATION; EFFECT ON EXISTING TERMS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. From and after the effective date of this ordinance, Section 4.02 of the City Charter of Callaway, Florida is amended to read as follows (new text **bold and underlined**, deleted text ~~struck through~~):

Section 4.02. Conduct generally.

A. Except as otherwise specifically provided by this Charter, all elections held by the City shall be conducted in accordance with all applicable provisions of the Florida Election Code.

B. Regular elections for the offices of Mayor and City Commissioner shall be held on ~~the first Tuesday after the third Monday in April. The elections will be held on the same Tuesday of every even-numbered year~~ **the Tuesday next after the first Monday in November of each even-numbered year to coincide with federal, state, and county elections**. Each candidate for City Commissioner shall be elected for the ward in which they reside. Each candidate for Mayor shall be elected city-wide. The electors shall be entitled to vote for one candidate for the office of Commissioner from each ward and for one candidate for Mayor. The candidate receiving the highest number of the votes cast for that particular office shall be elected.

SECTION 2. EFFECT ON EXISTING TERMS. In accordance with Section 2.02 of the City Charter, the terms of all members of the City Commission affected by this Ordinance shall be extended until each Commissioner's successor is duly elected.

SECTION 3. CONFLICT WITH OTHER ORDINANCES OR CODES. All Ordinances or parts of Ordinances of the Code of Ordinances of Callaway, Florida, in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

SECTION 4. SEVERABILITY. If any provision of this Ordinance is held to be illegal, invalid, or unconstitutional by a court of competent jurisdiction, the other provisions of this ordinance shall remain in full force and effect.

SECTION 5. SCRIVENER'S ERRORS. It is the intention of the City, and it is hereby provided that the provisions of this ordinance shall become and be made a part of the Code of Ordinances of Callaway, Florida, and to that end, the sections of this ordinance may be renumbered

or re-lettered and the word "ordinance" may be changed to "section" or "article" or other appropriate designation. Additionally, corrections of typographical errors which do not affect the intent of this Ordinance may be authorized by the City Attorney without public hearing, by filing a corrected or recodified copy with the City Clerk.

SECTION 6. ORDINANCE TO BE LIBERALLY CONSTRUED. This Ordinance shall be liberally construed in order to effectively carry out the purposes hereof which are deemed not to adversely affect public health, safety, or welfare.

SECTION 7. MODIFICATIONS. It is the intent of the City that the provisions of this Ordinance may be modified as a result of considerations that may arise during a public hearing. Such modifications shall be incorporated into the final version of the Ordinance adopted by the City.

SECTION 8. CODIFICATION. The appropriate officers and agents of the City are authorized and directed to codify, include and publish in electronic format the provisions of this Ordinance within the Callaway Code of Ordinances, and unless a contrary ordinance is adopted within ninety (90) days following such publication, the codification of this Ordinance shall become the final and official record of the matters herein ordained. Section numbers may be assigned and changed whenever necessary or convenient.

SECTION 9. EFFECTIVE DATE. 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 ____ day of _____, 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 Obos, City Attorney

VOTE OF COMMISSION:

Ayers	_____
Davis	_____
Griggs	_____
Henderson	_____
Pelletier	_____

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

DATE: MARCH 25, 2025

ITEM: ORDINANCE NO. 1116 – ANNEXATION – **760** N. FOX AVENUE (1ST 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)

Insite Land Development FG1, Inc. has submitted to the City of Callaway Petition for Voluntary Annexation of the property located at 760 N. Fox Avenue, Parcel ID# 06006-030-000. The property is approximately 8.47 acres.

With the passing of Ordinance #1089, Interlocal Service Boundary Agreement with Bay County, the creating of an enclave is no longer an issue.

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

The Planning Board met on March 18, 2025, and **did** recommend approval of the annexation.

ATTACHMENT:

- Ordinance No. 1116
- Petition for Voluntary Annexation
- Vicinity Map
- Deed

5. REQUESTED MOTION/ACTION: Approval of the 1st reading of Ordinance No. 1116 for Voluntary Annexation upon roll-call vote.

ORDINANCE NO. 1116

AN ORDINANCE ANNEXING THE FOLLOWING UNINCORPORATED AREA OF BAY COUNTY, WHICH IS CONTIGUOUS TO THE CITY OF CALLAWAY, FLORIDA UPON PETITION OF THE OWNER OF SAID PROPERTY; PROPERTY CONTAINING APPROXIMATELY 8.47 ACRES AND LOCATED AT 760 NORTH FOX AVENUE, PROPERTY ID 06006-030-000, AS MORE PARTICULARLY DESCRIBED IN THE ORDINANCE; REDEFINING THE BOUNDARY LINES OF THE CITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT IMMEDIATELY UPON PASSAGE.

WHEREAS, Insite Land Development FGI, Inc., owners of real property in an unincorporated area of Bay County, which is contiguous to this City, have filed a petition on the 24th day of February, 2025, praying that said real property, being more particularly described below, be annexed to this City, and

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

WHEREAS, in accordance with Chapter 171, Florida Statutes, the City and Bay County have entered into an Interlocal Service Boundary Agreement (ISBA) to govern annexations, and

WHEREAS, the City Commission has determined that the area to be annexed fully complies with the requirements of the ISBA and State law; and

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

WHEREAS, Notice of Voluntary Annexation for this property has been published on the Bay County Public Notice Website once a week for two (2) consecutive weeks prior to this date.

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

SECTION 1. Annexation of Real Property. The real property described herein shall be and is hereby annexed and made part of the City of Callaway, Florida. This real property is described in “**Exhibit A**” and illustrated in the attachment to this Ordinance, and contains 8.47 acres, more or less. The described real property shall be existing within the boundaries of the City and known to be existing within said boundaries from the effective date of this Ordinance.

SECTION 2. City Boundaries Redefined. The boundary lines of the City of Callaway, Florida, are redefined to include therein said tract of land. The revision shall be filed with the Florida Department of State within 30 days of adoption.

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

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

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

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Commission of the City of Callaway, Florida, this ____ day of _____, 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	___
Henderson	___
Pelletier	___
Ayers	___

City Attorney

ATTACHMENT TO ORDINANCE NO. 1116

EXHIBIT A

PARCELB:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 13 WEST, BAY COUNTY, FLORIDA; RUNNING THENCE SOUTH 88°43'40" EAST 33.00 FEET; TO THE EAST RIGHT OF WAY LINE OF FOX AVENUE; THENCE NORTH 01°06'44" WEST; ALONG SAID RIGHT OF WAY LINE 659.59 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01°06'44" WEST FOR 374.68 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE NORTH 88°53'16" EAST FOR 309.89 FEET; THENCE NORTH 00°42'04" WEST FOR 92.88 FEET; THENCE SOUTH 88° 44'46" EAST FOR 648.47 FEET; THENCE SOUTH 00°23'53" EAST FOR 480.18 FEET TO THE BOUNDARY LINE AGREEMENT RECORDED IN O.R.B. 934, PAGE 1039, BAY COUNTY, FLORIDA; THENCE NORTH 88°44'47" WEST; ALONG SAID LINE AGREEMENT FOR 953.30 FEET TO THE POINT OF BEGINNING.



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

PETITION FOR VOLUNTARY ANNEXATION

Comes now Insite Land Development FBI Inc., the owner(s) of the real property located in an unincorporated area of Bay County that is contiguous to the City of Callaway in Bay County, Florida, and in petitioning say:

1. Petitioners are the sole owner(s) of the following described real property whose address of the location is: 760 N FOX AVE
2. That said real property lies in an unincorporated area of Bay County which is contiguous to the City of Callaway in Bay County, Florida, and said real property meets the standards of Section 171.042, Florida Statutes
3. Petitioners desire that said described real property be annexed to the City of Callaway, in Bay County, Florida.

Applicant's phone: 410-967-4358 C. TATE

Applicant's email: CTATE@VIDA COMPANIES.COM

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

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

Signature

Date

2/24/2025

February 27, 2019

Prepared by and return to:
Keith Carroll
Clear Title & Escrow, LLC
340 West 23rd Street
Suite F
Panama City, FL 32405
(850) 640-1491
File No 2022-705

Parcel Identification No 06006-035-000

(Space Above This Line For Recording Date)

WARRANTY DEED

(STATUTORY FORM - SECTION 689.02, F.S.)

This indenture made the 2nd day of May, 2023 between , whose post office address is InsiteUSA.net Callaway, LLC, a Florida limited liability company, whose post office address is 4500 Salisbury Road, #530, Jacksonville, Florida 32216, Grantor, to Insite Land Development FG1 Inc., a Florida Corporation, whose post office address is 760 North Fox Avenue, Panama City, FL 32404, Grantee:

Witnesseth, that said Grantor, for and in consideration of the sum of TEN DOLLARS (U.S.\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Bay, Florida, to-wit:

PARCEL A:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 13 WEST, BAY COUNTY, FLORIDA; RUNNING THENCE SOUTH 88°43'40" EAST 33.00 FEET; TO THE EAST RIGHT OF WAY LINE OF FOX AVENUE; THENCE NORTH 01°06'44" WEST; ALONG SAID RIGHT OF WAY LINE 659.59 FEET; THENCE NORTH 01°06'44" WEST FOR 374.68 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE NORTH 88°53'16" EAST FOR 309.89 FEET; THENCE NORTH 00°42'04" WEST FOR 92.88 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°42'04" WEST FOR 237.34 FEET; THENCE SOUTH 88°52'10" WEST FOR 309.89 FEET; THENCE NORTH 01°14'55" WEST FOR 367.50 FEET; THENCE SOUTH 89°57'02" EAST FOR 637.57 FEET; THENCE SOUTH 00°28'31" EAST FOR 412.82 FEET; THENCE SOUTH 88°24'43" EAST FOR 326.87 FEET; THENCE SOUTH 00°23'53" EAST FOR 190.395 FEET; THENCE NORTH 88°44'46" WEST FOR 648.47 FEET TO THE POINT OF BEGINNING.

PARCEL B:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 13 WEST, BAY COUNTY, FLORIDA; RUNNING THENCE SOUTH 88°43'40" EAST 33.00 FEET; TO THE EAST RIGHT OF WAY LINE OF FOX AVENUE; THENCE NORTH 01°06'44" WEST; ALONG SAID RIGHT OF WAY LINE 659.59 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01°06'44" WEST FOR 374.68 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE NORTH 88°53'16" EAST FOR 309.89 FEET; THENCE NORTH 00°42'04" WEST FOR 92.88 FEET; THENCE SOUTH 88°44'46" EAST FOR 648.47 FEET; THENCE SOUTH 00°23'53" EAST FOR 480.18 FEET TO THE BOUNDARY LINE AGREEMENT RECORDED IN O.R.B. 934, PAGE 1039, BAY COUNTY, FLORIDA; THENCE NORTH 88°44'47" WEST; ALONG SAID LINE AGREEMENT FOR 953.30 FEET TO THE POINT OF BEGINNING.

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

Subject to taxes for 2023 and subsequent years, not yet due and payable; covenants, restrictions, easements, reservations, and limitations of record, if any

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

And Grantor hereby covenant with the Grantee that the Grantor is lawfully seized of said land in fee simple, that Grantor have good right and lawful authority to sell and convey said land and that the Grantor hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, Grantor have hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed, and delivered in our presence.

[Signature]
WITNESS

PRINT NAME: Andrew [unclear]

[Signature]
WITNESS

PRINT NAME: Dan [unclear]

InsiteUSA.net Callaway LLC, a Florida limited liability company

By: [Signature]
Scott Bolo, Managing Member

STATE OF FLORIDA
COUNTY OF BAY

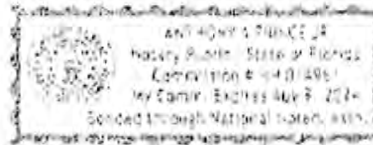
The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization this 2nd day of May, 2023, by Scott Bolo, Managing Member for InsiteUSA.net Callaway, LLC, a Florida limited liability company.

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

Personally Known: _____ OR Produced Identification: [initials]

Type of Identification

Produced: FL ID



CITY OF CALLAWAY BOARD OF COMMISSIONERS AGENDA ITEM SUMMARY

DATE: MARCH 25, 2025

ITEM: ORDINANCE NO. 1117 – SMALL SCALE COMP PLAN AMENDMENT – 760 N. FOX AVE PARCEL ID 06006-030-000. (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 Bay County residential. The applicant, Scott Bolo, P.E. of Insite Land Development, 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 8.47 acres.

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 4, 2025, and recommended that the City Commission approve the SSCPA.

ATTACHMENTS:

- Ordinance No. 1117
- Application for SSCPA
- Future Land Use Map Area

5. REQUESTED MOTION/ACTION: Approval of the First reading of Ordinance No. 1117 upon roll-call vote.

ORDINANCE NO. 1117

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF CALLAWAY, ACTING UPON THE APPLICATION OF INSITE LAND DEVELOPMENT FGI INC, DESIGNATING FOR HIGH DENSITY RESIDENTIAL FUTURE LAND USE A CERTAIN PARCEL OF LAND LYING WITHIN THE CITY OF CALLAWAY, FLORIDA, CONSISTING OF APPROXIMATELY 8.47 MORE OR LESS ACRES; SAID PARCEL IS LOCATED AT 760 NORTH FOX AVE, CALLAWAY, FLORIDA, PARCEL ID 06006-030-000, 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, the Insite Land Development FGI Inc (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 March 11, 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 April 8, 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 subject parcel otherwise qualifies 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 for High Density Residential 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 ____ day of ____, 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:

City Attorney

VOTE OF COMMISSION:

Davis	_____
Ayers	_____
Griggs	_____
Henderson	_____
Pelletier	_____

EXHIBIT A

PARCEL: 06006-030-000

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 13 WEST, BAY COUNTY, FLORIDA; RUNNING THENCE SOUTH 88°43'40" EAST 33.00 FEET; TO THE EAST RIGHT OF WAY LINE OF FOX AVENUE; THENCE NORTH 01°06'44" WEST; ALONG SAID RIGHT OF WAY LINE 659.59 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01°06'44" WEST FOR 374.68 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE NORTH 88°53'16" EAST FOR 309.89 FEET; THENCE NORTH 00°42'04" WEST FOR 92.88 FEET; THENCE SOUTH 88° 44'46" EAST FOR 648.47 FEET; THENCE SOUTH 00°23'53" EAST FOR 480.18 FEET TO THE BOUNDARY LINE AGREEMENT RECORDED IN O.R.B. 934, PAGE 1039, BAY COUNTY, FLORIDA; THENCE NORTH 88°44'47" WEST; ALONG SAID LINE AGREEMENT FOR 953.30 FEET TO THE POINT OF BEGINNING.



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: Insite Land Development F61 Inc.
2. Mailing address: 7901 4th Street #300 St Pete, FL 33702
3. Phone: 9045312880 Fax: _____ Email: office@insiteusa.net
4. Authorized agent name: SCOTT BOLO RE
5. Mailing address: 130 CORRIDOR DR # 574
6. Phone: 8506405959 Fax: _____ Email: SCOTTB@C-EPL.NET

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

change designation to PD consistent with
the plans shown in the included sections

November 29, 2023

C. PROPERTY INFORMATION

1. Address of site for which amendment is requested:

760 N Fox Ave.

2. Tax ID: 06006-030-000

3. Acreage of property: 8.41 Parcel B

4. Existing Tax Classification: Vacant

5. Proposed Tax Classification: Residential

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.

The parcel is urban infill and the PD is not represented in available land parcels.

This type of housing meets the needs for work force housing in short supply and very much needed by community

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 Calloway, FL

3. **Sewage Disposal Source -**

Private septic tanks:

Private sewage system provider:

Public sewage system provider: City of Calloway, FL

4. Storm water control

Describe how the storm water will be controlled and treated:

The site has ponds sized to manage storm events
The site is located on a primary drainage
ditch and is well-drained to local creek

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.

Scott Bolo
Applicant's name (please print)

Applicant's signature *Member/Manager*

In Site Land Development P.C. Inc.
Company name

STATE OF FLORIDA
COUNTY OF BAY

Sworn to and subscribed before me this 24 day of 02 2025 by
Scott Bolo, who is personally known to me or who has produced
as identification and who did/did not take an oath.

NOTARY PUBLIC

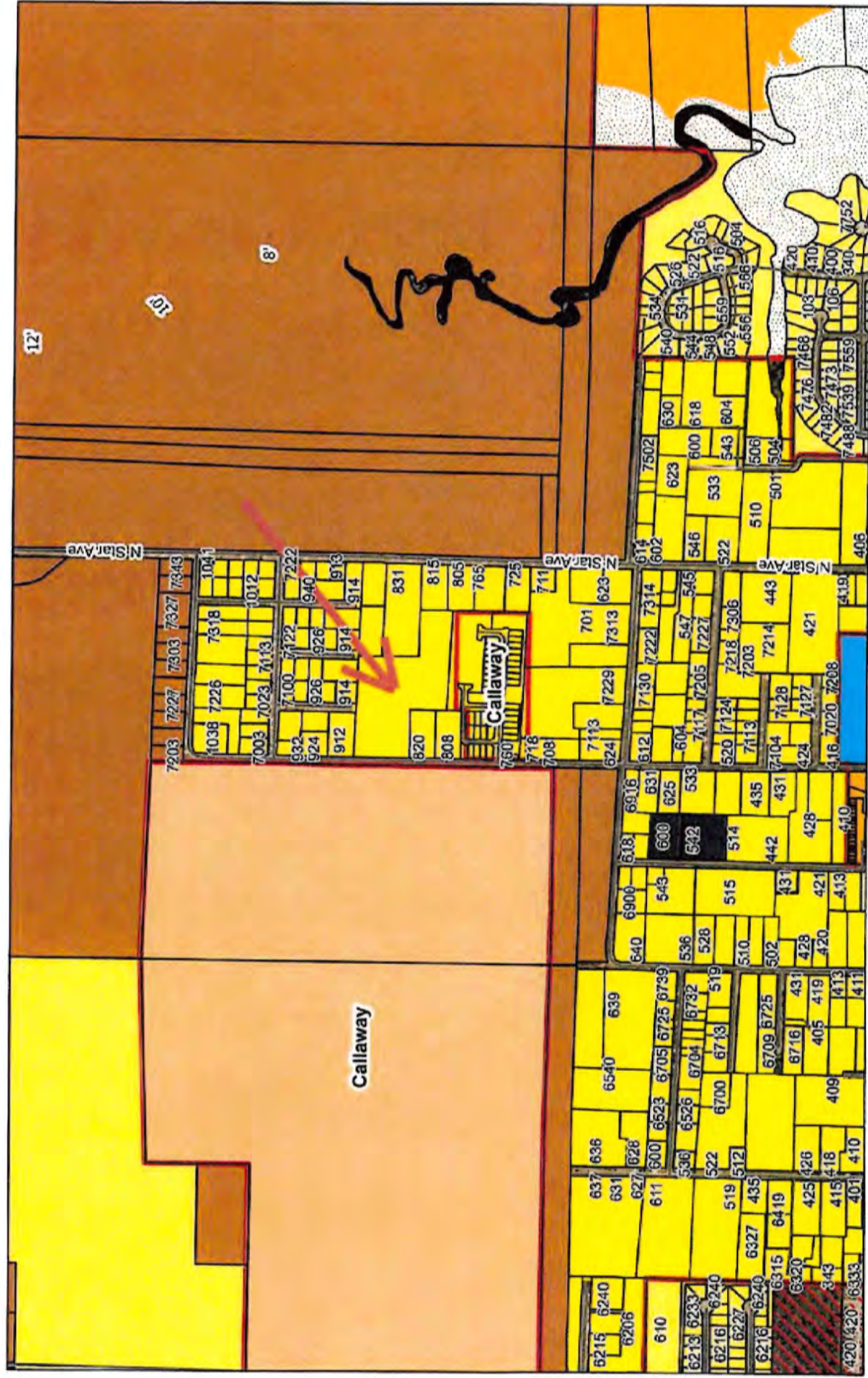
PRINT NAME Kaelyne F. Burke

MY COMMISSION EXPIRES 11-22-28



November 29, 2023

FLU Map



3/14/2025, 8:31:43 AM

- Parcels
- Callaway City Limits
- Future Land Use
- AGT Agriculture Timberland
- P/I Public/Institutional
- RES Residential
- High Density Residential
- Low Density Residential
- Public Buildings & Facilities
- Commercial
- Conservation
- Undesignated
- Undesignated
- Base Flood Elevation (BFE) Lines

1:12,269

0 0.07 0.15 0.3 mi

0 0.13 0.25 0.5 km

Sources: Esri, TomTom, Garmin, FRC, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

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

DATE: MARCH 25, 2025

ITEM: ORDINANCE No. 1118 – REZONING OF 760 N. FOX AVE, PARCEL ID 06006-030-000(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)

Scott Bolo, P.E. for Insite Land Development, has submitted to the City of Callaway a Rezoning Application for property located at 760 North Fox Ave, Parcel ID 06006-030-000. The property is approximately 8.47 acres.

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.

The Planning Board met on March 18, and recommended that the City Commission approve the rezoning.

ATTACHMENTS:

- Ordinance No. 1118
- Application for Rezoning
- Zoning Map
- Deed

REQUESTED MOTION/ACTION: Approval of the 1st reading of Ordinance No. 1118 for Rezoning, upon roll-call vote.

ORDINANCE NO. 1118

AN ORDINANCE REZONING FROM BAY COUNTY R-2 DUPLEX/ MANUFACTURED HOUSING TO PLANNED DEVELOPMENT A CERTAIN PARCEL OF LAND LYING WITHIN THE CITY OF CALLAWAY, FLORIDA, CONSISTING OF APPROXIMATELY 8.47 MORE OR LESS ACRES; SAID PARCEL IS LOCATED AT 760 NORTH FOX AVENUE, CALLAWAY, FLORIDA, PARCEL ID 06006-030-000; 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, Insite Land Development, 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 Bay County R-2, Duplex/Manufactured Housing to Planned Development 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 March 18, 2025, and recommended approval; and

WHEREAS, based upon competent substantial evidence adduced in a properly advertised public hearing conducted on April 8, 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 situated within the municipal limits of the City of Callaway, Florida, is rezoned Bay County R-2 Duplex/ Manufactured Housing to Planned Development to wit,

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 13 WEST, BAY COUNTY, FLORIDA; RUNNING THENCE SOUTH 88°43'40" EAST 33.00 FEET; TO THE EAST RIGHT OF WAY LINE OF FOX AVENUE; THENCE NORTH 01°06'44" WEST; ALONG SAID RIGHT OF WAY LINE 659.59 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01°06'44" WEST FOR 374.68 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE NORTH 88°53'16" EAST FOR 309.89 FEET; THENCE NORTH 00°42'04" WEST FOR 92.88 FEET; THENCE SOUTH 88°44'46" EAST FOR 648.47 FEET; THENCE SOUTH 00°23'53" EAST FOR 480.18 FEET TO THE BOUNDARY LINE AGREEMENT RECORDED IN O.R.B. 934, PAGE 1039, BAY COUNTY, FLORIDA; THENCE NORTH 88°44'47" WEST; ALONG SAID LINE AGREEMENT FOR 953.30 FEET TO THE POINT OF BEGINNING.

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.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Commission of the City of Callaway, Florida, ____ day of ____ 2025.

CITY OF CALLAWAY, FLORIDA

ATTEST: _____
Ashley Robyck, City Clerk

By: _____
Pamn Henderson, Mayor

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

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

City Attorney

VOTE OF COMMISSION:

Ayers	_____
Davis	_____
Griggs	_____
Henderson	_____
Pelletier	_____



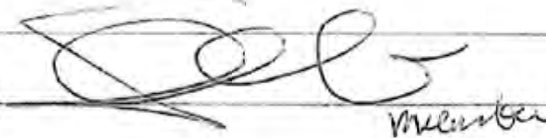
Public Works Department
324 S Berthe Avenue, Callaway, FL 32404
Phone (850) 871-1033
www.cityofcallaway.com

APPLICATION FOR REZONING

1. Applicant(s) name: Insite Land Development FG1 Inc.
Applicant(s) address: 760 N FOX AVE
Applicant(s) phone: _____ Email: _____
Date of application: 2/24/2025
2. Rezone from: R-2 to: PD
3. Parcel ID #: 06006-030-000
4. Legal Description of site to be rezoned: see attached
5. Driving directions to site: Go North on SR 22 toward Callaway Elementary School turn Left onto Fox Ave. Continue to 900 Block
6. Name and address of property owner(s) according to most recent ad valorem tax records:
(Year 2024) Insite Land Development FG1 Inc.
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): _____

8. Property address to be rezoned: 160 N FOX AVE.
(Address must be obtained from County prior to Planning Board Meeting)
9. Present Property Tax Classification: VACANT
10. Proposed Property Tax Classification: RESIDENTIAL
11. Purpose of rezoning: Rezone from R-2 to PD to meet demand for work force housing
12. Additional pertinent information: _____

Signature of applicant(s):


member

Date:

2/24/2025

Date: _____

To be submitted with application:

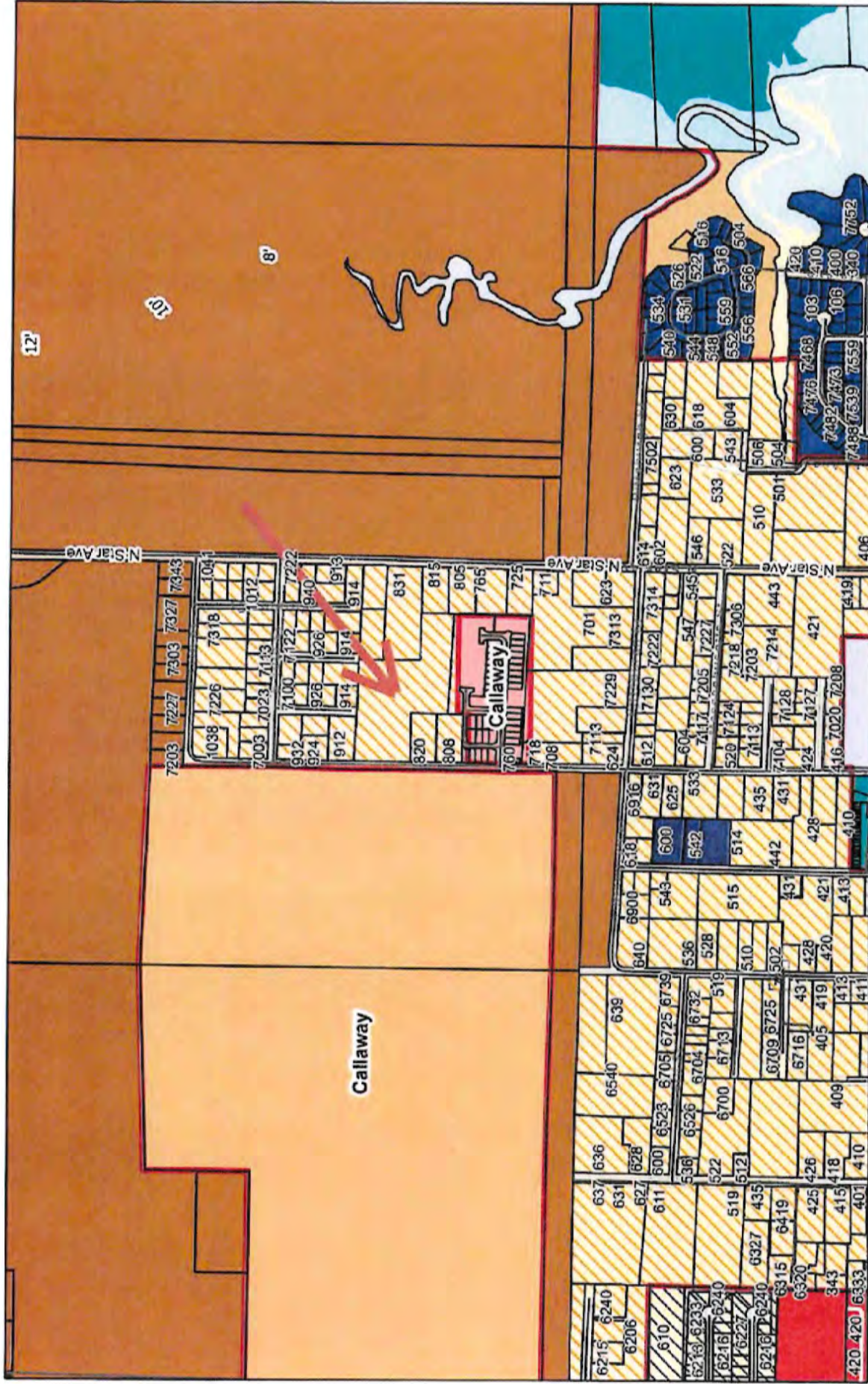
Incomplete submittals will not be reviewed

- 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 _____

Zoning Map



3/14/2025, 8:33:15 AM

Parcels

Callaway City Limits

Zoning

R-2 Duplex/Manufactured Housing // Residential R-6M

AG-2 Agriculture/Timberland

P/I Public/Institutional

Residential R-6

Residential R-6M

Residential R-7

Multi-Family High Density

Planned Development

Commercial

Institutional/Professional

Undesignated

Base Flood Elevation (BFE) Lines

1:12,269

0 0.07 0.15 0.3 mi

0 0.13 0.25 0.5 km

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

Prepared by and return to:
Keith Carroll
Clear Title & Escrow, LLC
340 West 23rd Street
Suite F
Panama City, FL 32405
(850) 640-1491
File No 2022-705

Parcel Identification No 06006-035-000

[Space Above This Line For Recording Use]

WARRANTY DEED

(STATUTORY FORM - SECTION 689.02, F.S.)

This indenture made the 2nd day of May, 2023 between _____ whose post office address is InsiteUSA.net Callaway, L.L.C., a Florida limited liability company, whose post office address is 4500 Salisbury Road, #530, Jacksonville, Florida 32216, Grantor, to Insite Land Development EGI Inc., a Florida Corporation, whose post office address is 760 North Fox Avenue, Panama City, FL 32404, Grantee:

Witnesseth, that said Grantor, for and in consideration of the sum of TEN DOLLARS (U.S.\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Bay, Florida, to-wit:

PARCEL A:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 13 WEST, BAY COUNTY, FLORIDA; RUNNING THENCE SOUTH 88°43'40" EAST 33.00 FEET; TO THE EAST RIGHT OF WAY LINE OF FOX AVENUE; THENCE NORTH 01°06'44" WEST; ALONG SAID RIGHT OF WAY LINE 659.59 FEET; THENCE NORTH 01°06'44" WEST FOR 374.68 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE NORTH 88°53'16" EAST FOR 309.89 FEET; THENCE NORTH 00°42'04" WEST FOR 92.88 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°42'04" WEST FOR 237.34 FEET THENCE SOUTH 88°52'10" WEST FOR 309.89 FEET; THENCE NORTH 01°14'55" WEST FOR 367.50 FEET; THENCE SOUTH 89°57'02" EAST FOR 637.57 FEET; THENCE SOUTH 00°28'31" EAST FOR 412.82 FEET; THENCE SOUTH 88°24'43" EAST FOR 326.87 FEET; THENCE SOUTH 00°23'53" EAST FOR 190.395 FEET; THENCE NORTH 88°44'46" WEST FOR 648.47 FEET TO THE POINT OF BEGINNING.

PARCEL B:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 13 WEST, BAY COUNTY, FLORIDA; RUNNING THENCE SOUTH 88°43'40" EAST 33.00 FEET; TO THE EAST RIGHT OF WAY LINE OF FOX AVENUE; THENCE NORTH 01°06'44" WEST; ALONG SAID RIGHT OF WAY LINE 659.59 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01°06'44" WEST FOR 374.68 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE NORTH 88°53'16" EAST FOR 309.89 FEET; THENCE NORTH 00°42'04" WEST FOR 92.88 FEET; THENCE SOUTH 88°44'46" EAST FOR 648.47 FEET; THENCE SOUTH 00°23'53" EAST FOR 480.18 FEET TO THE BOUNDARY LINE AGREEMENT RECORDED IN O.R.B. 934, PAGE 1039, BAY COUNTY, FLORIDA; THENCE NORTH 88°44'47" WEST; ALONG SAID LINE AGREEMENT FOR 953.30 FEET TO THE POINT OF BEGINNING.

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

Subject to taxes for 2023 and subsequent years, not yet due and payable; covenants, restrictions, easements, reservations, and limitations of record, if any.

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

And Grantor hereby covenant with the Grantee that the Grantor is lawfully seized of said land in fee simple, that Grantor have good right and lawful authority to sell and convey said land and that the Grantor hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, Grantor have hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed, and delivered in our presence:

[Signature]

WITNESS

PRINT NAME: Reddy, [Signature]

[Signature]

WITNESS

PRINT NAME: [Signature]

InsiteUSA.net Callaway LLC, a Florida limited liability company

[Signature]

By: Scott Bolo, Managing Member

STATE OF FLORIDA
COUNTY OF BAY

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization this 2nd day of May, 2023, by Scott Bolo, Managing Member for InsiteUSA.net Callaway, LLC, a Florida limited liability company.

[Signature]

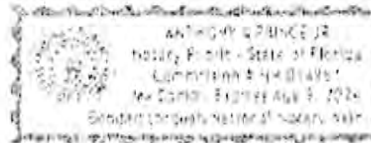
Signature of Notary Public

Print, Type/Stamp Name of Notary

Personally Known: _____ OR Produced Identification: [Signature]

Type of Identification

Produced: FL ID



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

DATE: MARCH 25, 2025

ITEM: ORDINANCE NO. 1119 – ANNEXATION – 235 HILL DRIVE, PARCEL ID 06109-000-000 (1ST 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)

Juan Carlos Zalazar Selvas has submitted to the City of Callaway Petition for Voluntary Annexation of the property located at 235 Hill Drive, Parcel ID 06109-000-000. The property is approximately 2.94 acres. The proposed annexation is of a vacant parcel on the North dead end of Hill Drive off of Cherry Street.

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

The Planning Board met on March 18, 2025, and recommended approval of the annexation.

ATTACHMENT:

- Ordinance No. 1119
- Petition for Voluntary Annexation
- Vicinity Map
- Deed
- Email

5. REQUESTED MOTION/ACTION: Approval of the 1st reading of Ordinance No. 1119 for Voluntary Annexation upon roll-call vote.

ORDINANCE NO. 1119

AN ORDINANCE ANNEXING THE FOLLOWING UNINCORPORATED AREA OF BAY COUNTY, WHICH IS CONTIGUOUS TO THE CITY OF CALLAWAY, FLORIDA UPON PETITION OF THE OWNER OF SAID PROPERTY: PROPERTY CONTAINING APPROXIMATELY 2.94 ACRES AND LOCATED AT 235 HILL DRIVE, PROPERTY ID 06109-000-000, AS MORE PARTICULARLY DESCRIBED IN THE ORDINANCE; REDEFINING THE BOUNDARY LINES OF THE CITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT IMMEDIATELY UPON PASSAGE.

WHEREAS, Juan Carlos Zalazar Selvas., owners of real property in an unincorporated area of Bay County, which is contiguous to this City, have filed a petition on the 21st day of February, 2025, praying that said real property, being more particularly described below, be annexed to this City, and

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

WHEREAS, in accordance with Chapter 171, Florida Statutes, the City and Bay County have entered into an Interlocal Service Boundary Agreement (ISBA) to govern annexations, and

WHEREAS, the City Commission has determined that the area to be annexed fully complies with the requirements of the ISBA and State law; and

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

WHEREAS, Notice of Voluntary Annexation for this property has been published on the Bay County Public Notice Website once a week for two (2) consecutive weeks prior to this date.

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

SECTION 1. Annexation of Real Property. The real property described herein shall be and is hereby annexed and made part of the City of Callaway, Florida. This real property is described in “**Exhibit A**” and illustrated in the attachment to this Ordinance, and contains 2.94 acres, more or less. The described real property shall be existing within the boundaries of the City and known to be existing within said boundaries from the effective date of this Ordinance.

SECTION 2. City Boundaries Redefined. The boundary lines of the City of Callaway, Florida, are redefined to include therein said tract of land. The revision shall be filed with the Florida Department of State within 30 days of adoption.

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

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

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

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Commission of the City of Callaway, Florida, this ____ day of _____, 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	_____
Henderson	_____
Pelletier	_____
Ayers	_____

City Attorney

EXHIBIT "A"

The Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) of Section Seven (7), Township Four (4) South, Range Thirteen (13) West. LESS AND EXCEPT road right of way.

ALSO LESS AND EXCEPT THE FOLLOWING:

LESS & EXCEPT NO. 1

Beginning at a point which is 30 feet North of the Southwest corner of the Southeast Quarter of the Northwest Quarter of the Southwest Quarter of Section Seven 7, Township 4 South, Range 13 West, Bay County, Florida running thence North 209.00 feet; thence East 206.00 feet; thence South 209.00 feet; thence West 206.00 feet to the Starting Point.

LESS & EXCEPT NO 2

Commence 239 feet North and 206 feet East of the Southwest Corner of the Southeast Quarter of the Northwest Quarter of the Southwest Quarter of Section 7, Township 4 South, Range 13 West for the Point of Beginning; thence run East 115 feet; thence run South 209 feet; thence run West 115 feet; thence run North 209 feet to the Point of Beginning.

LESS & EXCEPT NO. 3

Commence at a point which is 30' North of the SW Corner of the SE ¼ of the NW ¼ of the SW ¼ of Section 7, T4S, R13W; thence East 321' to the Point of Beginning; thence continue East, 153.72' to the West R/W line of Hill Drive; thence North, at an angle of 90°38'30" to the left, along said R/W line, 179'; thence Northwesterly, at an angle of 62°25'46" to the left, 66.23'; thence West, at an angle of 26°55'44" to the left, 95'; thence South, at an angle of 90°38'30" to the left, 209' to the Point of Beginning.

LESS & EXCEPT NO. 4

Beginning at the Northwest corner of Lot 17, Block 2, E.B. Register's First Addition to Callaway, according to plat on file in Plat Book 9, Page 10, Public Records of Bay County, Florida; said lot being on the East side of the right-of-way line of Hill Drive; thence North along said right-of-way line 100 feet; thence East 135 feet; thence South 100 feet; thence West 135 feet to the POINT OF BEGINNING.

LESS & EXCEPT NO. 5

Beginning 100 feet North of the Northwest corner of Lot 17, Block 2, E.B. REGISTER'S FIRST ADDITION TO CALLAWAY, according to the plat on file in Plat Book 9, Page 10, Public Records of Bay County, Florida; said lot corner being on the East right-of-way line of Hill Drive; thence North along said right-of-way line 85 feet; thence East 135 feet; thence South 85 feet; thence West 135 feet to the POINT OF BEGINNING.

LESS & EXCEPT NO. 6

Beginning 185 feet North of the Southeast corner of the Southeast Quarter of the Northwest Quarter of the Southwest Quarter of Section 7, Township 4 South, Range 13 West, Bay County, Florida; running thence West 135 feet to the R/W of Hill Drive; thence along the East R/W of Hill Drive North 125 feet; thence East 135 feet; thence South 125 feet to the POINT OF BEGINNING, lying and being in Bay County, Florida.

LESS & EXCEPT NO. 7

Beginning 310 feet North of the Southeast corner of the Southeast quarter of the Northwest quarter of the Southwest quarter of Section 7, Township 4 South, Range 13 West, running thence West 135 feet to the R/W of Hill Drive, thence along the East R/W of Hill Drive North 75 feet; thence East 135 feet; thence South 75 feet to the Point of Beginning. Lying and being in Bay County, Florida.

LESS & EXCEPT NO. 8

Beginning 185 feet North of the Southeast corner of the Southeast quarter (SE ¼) of the Northwest quarter (NW ¼) of the Southwest quarter (SW ¼) of Section 7, Township 4 South, Range 13 West; running thence West 135 feet to the right-of-way of Hill Drive; thence along the East right-of-way of Hill Drive North 475 feet; thence East 135 feet; thence

South 475 feet to the POINT OF BEGINNING, lying and being in Bay County, Florida

Less and Except

Beginning 185 feet North of the Southeast corner of the Southeast quarter (SE ¼) of the Northwest quarter (NW ¼) of the Southwest quarter (SW ¼) of Section 7, Township 4 South, Range 13 West; running thence West 135 feet to the right-of-way of Hill Drive; thence along the East right-of-way of Hill Drive North 200 feet; thence East 135 feet; thence South 200 feet to the POINT OF BEGINNING, lying and being in Bay County, Florida

LESS & EXCEPT NO. 9

Commence at the Northeast (NE) corner of the Southeast Quarter (SE ¼), of the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) of Section 7, Township 4 South, Range 13 West; Thence N89°19'01"W, 185 feet along the North line of the SE ¼ of the NW ¼ of the SW ¼ of said Section 7 to the West right-of-way line of Hill Drive and the POINT OF BEGINNING; Thence S00°09'46"E along said right-of-way line, 191.54 feet to the centerline of a 40 foot wide Department of Transportation drainage easement; Thence N63°50'24"W, 445.23 feet along the centerline of said drainage easement to the North line of the said SE ¼ of the NW ¼ of the SW ¼; Thence S89°19'01"E, 399.11 feet along said North line to the POINT OF BEGINNING. The Southwesterly 20 feet of this parcel is subject to D.O.T. drainage easement as per Official Records Book 319, Page 278, and also that certain easement along the North side of parcel as per Deed Book 185, Page 475 of the Public Records of Bay County, Florida.

LESS & EXCEPT NO. 10

Commence at the Southeast corner of the NW ¼ of the SW ¼ of Section 7, Township 4 South, Range 13 West; thence West along the North line of Lot 17, Block 2 of E.B. Register's First Addition to Callaway for 135 feet to the POINT OF BEGINNING; thence North and parallel to the East line of the NW ¼ of the SW ¼ of said Section for 660 feet; thence West 50 feet; thence South 660 feet to a point 50 feet West of the POINT OF BEGINNING; thence East 50 feet to the POINT OF BEGINNING.

LESS & EXCEPT NO. 11

Commence at the Southwest corner of the Southeast quarter of the Northwest quarter of the Southwest quarter of Section 7, Township 4 South, Range 13 West, thence North along the West line of said Southeast quarter of the Northwest quarter of the Southwest quarter a distance of 383.50 feet; thence deflect 90 degrees to the East, a distance of 15 feet to the Point of Beginning of this description; thence North and parallel to before mentioned line 100 feet; thence deflect 90 degrees to the East 60 feet; thence deflect 90 degrees to the South 100 feet; thence deflect 90 degrees to the West 60 feet to the Point of Beginning.



FEB 26 2025

SK

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

PETITION FOR VOLUNTARY ANNEXATION

Comes now **JUAN CARLOS ZALAZAR SELVAS**, the owner(s) of the real property located in an unincorporated area of Bay County that is contiguous to the City of Callaway in Bay County, Florida, and in petitioning say:

1. Petitioners are the sole owner(s) of the following described real property whose address of the location is: 235 HILL DRIVE, 32404
2. That said real property lies in an unincorporated area of Bay County which is contiguous to the City of Callaway in Bay County, Florida, and said real property meets the standards of Section 171.042, Florida Statutes.
3. Petitioners desire that said described real property be annexed to the City of Callaway, in Bay County, Florida.

Applicant's phone: 850-527-7199

Applicant's email: jcqualityconcrete@yahoo.com

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

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

Signature

Date

February 27, 2019

THIS INSTRUMENT PREPARED BY:
Christine D. Smallwood Miranda, Esq
P.O. Box 37031
Panama City, Florida 32412
Tel: (850) 640-3702
www.smallwoodmirandalaw.com

THIS INSTRUMENT WAS PREPARED WITHOUT
THE BENEFIT OF A TITLE SEARCH, PER THE
REQUEST OF THE GRANTOR AND GRANTEE

QUIT CLAIM DEED

THIS INDENTURE, made on this 2nd day of April, 2024, by and between JC QUALITY CONCRETE, LLC, a Florida limited liability company, hereinafter referred to as the "Grantor", and JUAN C. ZALAZAR SELVAS, a married man, whose address is 5719 Louis Street, Panama City, Florida 32404, hereinafter referred to as the "Grantee";

WITNESSETH:

That the said Grantor, for and in consideration of \$10.00 paid by said Grantee, and other valuable consideration given by and between the parties, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said Grantee forever, all the right, title, interest, claim and demand which the said Grantor has in and to the following described parcel of land, situate, lying and being in the County of Bay, State of Florida, to wit:

See Exhibit "A" attached and made a part hereof, consisting of two pages, for legal description of real property conveyed.

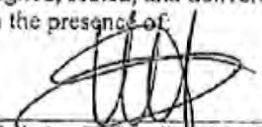
PARCEL IDENTIFICATION NO. 06109-000-000

SAID PROPERTY IS NOT THE HOMESTEAD OF THE GRANTOR.

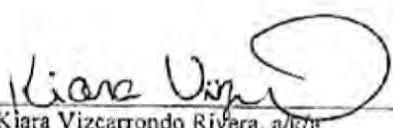
TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in any way appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the Grantor, either in law or equity, to the only proper use, benefit and behalf of the Grantee forever

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

Signed, sealed, and delivered
in the presence of:

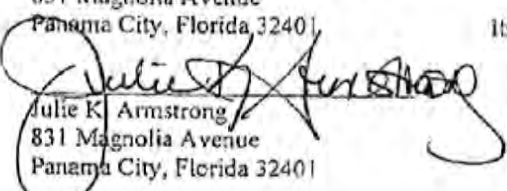

Christine D. Smallwood Miranda
831 Magnolia Avenue
Panama City, Florida 32401

By:

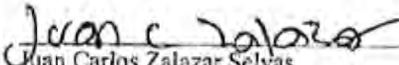

Kiara Vizcarrondo Rivera, a/k/a

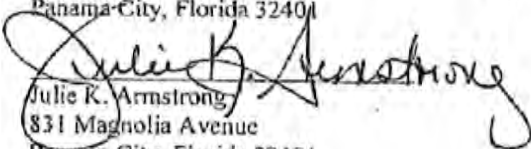
Its:

Kiara Zalazar Selvas
Manager


Julie K. Armstrong
831 Magnolia Avenue
Panama City, Florida 32401


Christine D. Smallwood Miranda
831 Magnolia Avenue
Panama City, Florida 32401

By: 
Its: Juan Carlos Zalazar Selvas
Manager


Julie K. Armstrong
831 Magnolia Avenue
Panama City, Florida 32401

**STATE OF FLORIDA
COUNTY OF BAY**

I HEREBY CERTIFY, that on this 2nd day of April, 2024, before me personally appeared KIARA VIZCARRONDO RIVERA and JUAN CARLOS ZALAZAR SELVAS, in their capacity as Managers for JC Quality Concrete, LLC, a limited liability company, who are ~~a~~ personally known to me or ☐ who have produced the identification indicated below, who are the persons described herein and who executed the foregoing instrument, ~~by~~ personal appearance before me, or ☐ by online appearance via video, and who after being duly sworn say that the execution hereof is their free act and deed of the uses and purposes herein mentioned.

THIS INSTRUMENT ACKNOWLEDGED before me the undersigned Notary Public by my hand and official seal, the day and year last aforesaid.

- (☒) To me personally known
(☐) Identified by Driver's License
(☐) Other: _____

SEAL



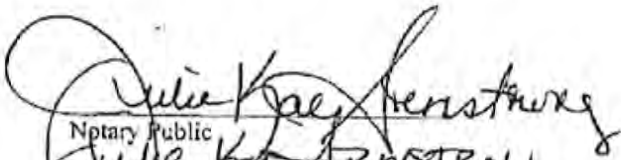

Notary Public
Print Name: Julie Kae Armstrong

EXHIBIT "A"

The Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) of Section Seven (7), Township Four (4) South, Range Thirteen (13) West. LESS AND EXCEPT road right of way.

ALSO LESS AND EXCEPT THE FOLLOWING:

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South 475 feet to the POINT OF BEGINNING, lying and being in Bay County, Florida

Less and Except

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LESS & EXCEPT NO. 9

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SMALLWOOD MIRANDA LAW, INC.

www.smallwoodmirandalaw.com

February 11, 2025

VIA ELECTRONIC MAIL

Hon. Commissioner Scott Davis
commissionerdavis@cityofcallaway.com

Hon. Commissioner Bob Pelletier
commissionerpelletier@cityofcallaway.com

Hon. Commissioner David Griggs
commissionergriggs@cityofcallaway.com

Hon. Commissioner Kenneth L. Ayers, Jr.
commissionerayers@cityofcallaway.com

Re: Application for Annexation of Real Property into the City of Callaway

Hon. Commissioners:

Good afternoon. I am reaching out to you to confirm your openness to considering annexation of the real property located at 235 Hill Drive, Panama City, Florida 32404 (Bay County PID 06109-000-000) into the City of Callaway. My clients, Mr. Juan Carlos Zalazar and his wife, Mrs. Kiara Vizcarrondo, are the owners of the aforementioned real property, as well as the adjacent lot located at 5719 Lois Street, Panama City, Florida 32404.

In this regard, the Hill Drive property abuts the Lois Drive property; which is my clients' main residence. Given the amount of commercial property surrounding the Hill Drive property, not to mention immediately adjacent to it, my clients would like to have both parcels within the City of Callaway limits. Once annexed, my clients would like to obtain a variance to allow them to maintain storage of work equipment upon the 2.94-acre Hill Drive parcel, in a manner that is in line with other storage facilities within a five mile square radius. I have enclosed some visuals to geographically focus your attention, which were printed from the County's property appraiser website, pending receipt of the required boundary surveys to be submitted with applications.

However, before submitting applications for annexation and rezoning, I want to confirm that the information provided via telephone by Code Enforcement suggesting your unwillingness to provide my clients a fair shake, is not correct. Therefore, I kindly ask that you confirm the best time to reach out to you individually to discuss the process moving forward for my clients, as well as the most efficient and effective manner to submit and process the necessary paperwork to maximize the use and enjoyment of their land. In closing, I thank you in advance for your anticipated attention and response, and hope that this message finds you and yours well and enjoying a nice day.

Respectfully submitted,

Christine D. Smallwood Miranda, Esq.

CDS/jka
Cc: clients (via email)
Enclosures as stated

Christine D. Smallwood Miranda, Esq.
cds@smallwoodmirandalaw.com
Physical: 831 Magnolia Avenue
Panama City, FL 32401

Office Number
850-640-3702

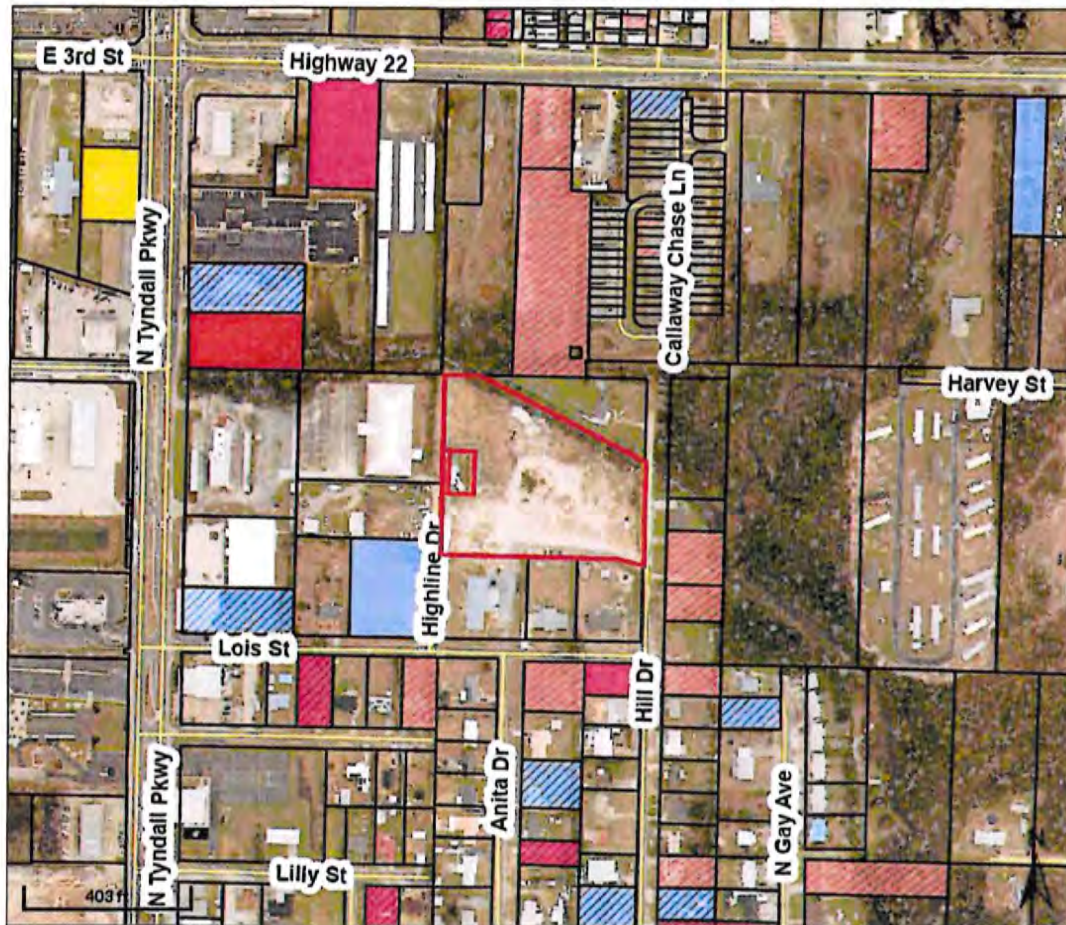
Aletta Michele Smallwood, Esq.
ams@smallwoodmirandalaw.com
Mailing: PO Box 37031
Panama City, FL 32412



Bay County Property Appraiser - Dan Sowell, CFA

Main Office | 860 W. 11th St, Panama City, FL 32401 | 850-248-8401

Beach Office | 301 Richard Jackson Blvd, Panama City Beach, FL 32407 | 850-248-8470



Overview



Legend

- Parcels
- Roads
- 2025 Improved Sales
- 2025 Vacant Sales
- 2024 Improved Sales
- 2024 Vacant Sales
- 2023 Improved Sales
- 2023 Vacant Sales
- 2022 Improved Sales
- 2022 Vacant Sales

Parcel ID	06109-000-000	Owner	SELVAS, JUAN C	Last 2 Sales		
Class Code	VACANT/XFOB		ZALAZAR	Date	Price Reason	Qual
Taxing District	55		5719 LOUIS ST	4/2/2024	\$100 REMOVE CAP	U
	PANAMA CITY		PANAMA CITY, FL 32405	7/23/2021	\$100 UNQUAL/TRANSACTION OF AFFILIATION	U
Acres	2.94	Physical Address	235 HILL DR	MLS		
		Just Value	Value \$63062			

(Note: Not to be used on legal documents)

Maps have been compiled from the most authentic information available and are to be used for assessment purposes only. Bay County Property Appraiser's Office assumes NO responsibility for errors and/or omissions that may be contained herein. **THIS MAP IS NOT A SURVEY**

Date created: 2/11/2025

Last Data Uploaded: 2/11/2025 2:02:19 AM

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GEOSPATIAL



Bay County Property Appraiser - Dan Sowell, CFA

Main Office | 860 W. 11th St, Panama City, FL 32401 | 850-248-8401

Beach Office | 301 Richard Jackson Blvd, Panama City Beach, FL 32407 | 850-248-8470



Overview



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- 2024 Vacant Sales
- 2023 Improved Sales
- 2023 Vacant Sales
- 2022 Improved Sales
- 2022 Vacant Sales

Parcel ID	06113-000-000	Owner	SELVAS, JUAN C ZALAZAR	Last 2 Sales				
Class Code	SINGLE FAMILY		5719 LOIS ST	Date	Price	Reason		Qual
Taxing District	2		PANAMA CITY, FL 32404-6247	7/23/2021	\$100	UNQUAL/CORRECTIVE/QCD,TD		U
	PANAMA CITY			4/22/2020	\$120000	QUAL/DEED EXAMINATION		Q
Acres	0.988	Physical Address	5719 LOIS ST	MLS				
		Just Value	Value \$293058					

(Note: Not to be used on legal documents)

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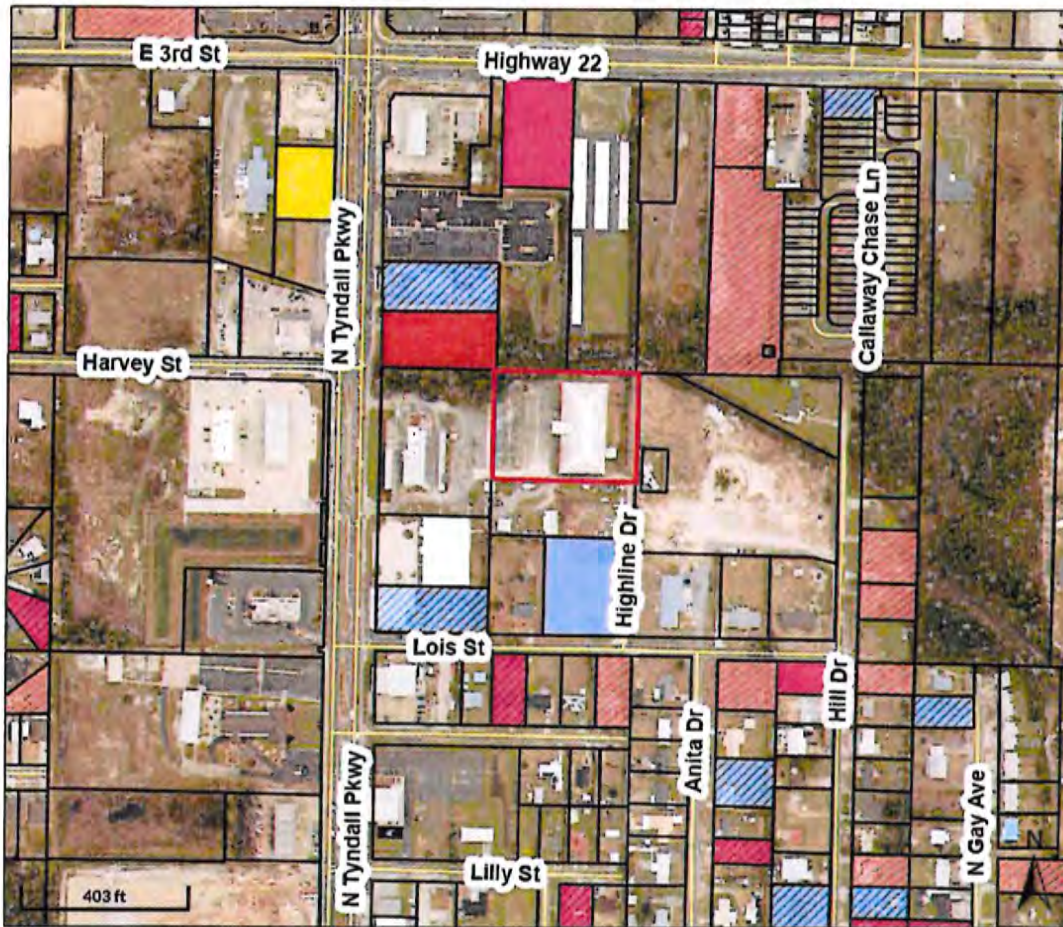
Developed by SCHNEIDER
GEOSPATIAL



Bay County Property Appraiser - Dan Sowell, CFA

Main Office | 860 W. 11th St, Panama City, FL 32401 | 850-248-8401

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Overview

Legend

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- 2024 Improved Sales
- 2024 Vacant Sales
- 2023 Improved Sales
- 2023 Vacant Sales
- 2022 Improved Sales
- 2022 Vacant Sales

Parcel ID	06092-020-000	Owner	HEAD PANAMA FLA	Last 2 Sales			
Class Code	OFFICE BLDG		TYNDALL, LLC.	Date	Price	Reason	Qual
Taxing District	2		475 S SAN ANTONIO RD	5/7/2014	\$5800000	UNQUAL/FEDERAL/STATE/LOCAL U	
	PANAMA CITY		LOS ALTOS, CA 94022-3618			GOV	
Acres	1.95	Physical Address	230 TYNDALL PKWY N	6/1/2008	\$100	QUAL/DEED EXAMINATION	U
		Just Value	Value \$1942887	MLS	742932		

(Note: Not to be used on legal documents)

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Developed by SCHNEIDER
GEOSPATIAL

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

DATE: MARCH 25, 2025

ITEM: DISCUSSION REGARDING SPEED BUMPS

1. PLACED ON AGENDA BY:

KENNETH AYERS JR, COMMISSIONER

2. AGENDA:

PRESENTATION	☐
PUBLIC HEARING	☐
OLD BUSINESS	☐
REGULAR	☒

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

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

COMMISSIONER AYERS WOULD LIKE TO DISCUSS SPEED BUMPS

ATTACHMENTS:

- RESOLUTION 18-12
- REPEALED SPEED BUMP POLICY

5. REQUESTED MOTION/ACTION: Direction to Staff

RESOLUTION NO. 18-12

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CALLAWAY, FLORIDA, ADOPTING A POLICY FOR THE INSTALLATION OF SPEED BUMPS; REPEALING ALL RESOLUTIONS IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Callaway, Florida wishes to formally adopted policies and procedures in regards to speed bumps; and,

WHEREAS, staff has reviewed and made recommendations to Commission regarding said policies and procedures.

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

SECTION 1. The "City of Callaway Speed Bump Policy" is hereby adopted and attached hereto as "Exhibit A".

SECTION 2. REPEAL. All resolutions or parts of resolutions in conflict herewith are repealed to the extent of such conflict.

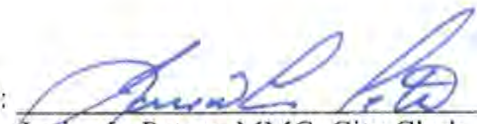
SECTION 3. SEVERABILITY. If any section, subsection, sentence, clause or phrase of this Resolution, including Exhibit A, is for any reason held invalid or unconstitutional by the decision of any court or regulatory body of competent jurisdiction, such decision shall not affect the validity of the remaining portions hereof.

SECTION 4. EFFECTIVE DATE. This resolution shall become effective immediately upon adoption.

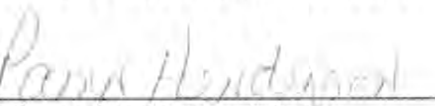
PASSED AND ADOPTED this 8th day of May, 2018, by the CALLAWAY CITY COMMISSION meeting in regular session.

CITY OF CALLAWAY, FLORIDA

Attest:


Janice L. Peters, MMC, City Clerk

By:


Pam Henderson, Mayor

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


Kevin D. Obos, City Attorney

VOTE OF COMMISSION:

Davis	<u>AYE</u>
Fairbanks	<u>AYE</u>
Griggs	<u>AYE</u>
Henderson	<u>NAY</u>
Townsend	<u>Reigned</u>

SPEED BUMP POLICY and PROCEDURES for RESIDENTIAL AREAS



City of Callaway, Florida

Planning Department

6601 E. Hwy. 22

Callaway, Florida 32404

Phone: (850) 871-4672

Effective May 8, 2018

Resolution No. 18-12

Table of Contents

Section	Subject	Page
	Introduction	3
1	Identification of Problem	3-4
2	Definition of Cut-Through Volume and Speeding	4
3	Minimum and Maximum Volume Criteria	4
4	Speed Bump Funding	4-5
5	Initial Traffic Calming Measures	5
6	Standard Procedure for Implementation of Speed Bumps	5
	6.1 Initiation	5
	6.2 Traffic Study	5
	6.3 Traffic Analysis/Classification	5
	6.4 Petition	6
	6.5 Approval by City Commission and Appropriation of Funds	6
	6.6 Installation of Speed Bumps	8
7	Emergency Procedures	8
8	Removal of Speed Bumps	8
9	Specific Design Criteria for Speed Bumps	9
10	Application Forms	10
11	Effective Date	10
Form A	Application Form	11
Form B	Petition Form	12

City of Callaway

SPEED BUMP POLICY and PROCEDURES FOR RESIDENTIAL AREAS

The City of Callaway has recognized that properly placed and designed speed bumps are an effective tool for reducing vehicular speeds and discouraging cut through traffic on residential streets. This policy outlines the procedure for determining when, where, and how speed bumps will be installed within Callaway.

Speed bumps shall be installed according to this policy and the specific design criteria outlined below. Requests for speed bumps shall be directed in writing to the Planning Department for review and recommendation to the City Manager and approval by the City Commission.

Although residents of the City of Callaway have the option of requesting the installation of a speed bump on their street, there are disadvantages associated with speed bumps as follows:

- Speed bumps cause delays for police and fire vehicles of 3 to 5 seconds per bump and up to 10 seconds per bump for ambulances with patients.
- Speeds may increase between bumps as drivers speed to make up for lost time.
- Speeds may increase over time as drivers get use to the feel of the speed bumps.
- Noise levels may increase as drivers brake and accelerate at speed bumps.
- Traffic volume may be diverted to adjacent streets as drivers seek alternate routes to avoid the speed bumps.
- Some motorists drive with their wheel(s) in the gutter, bike lane, or road shoulder in order to minimize the impact of the bumps.
- Speed bumps may have a negative impact on air quality and energy consumption due to increased slowing and braking.
- Motorcycles, bicycles, and low clearance vehicles must use extra care.

Speed bumps may be installed in residential areas (local roads or streets) if all of the following conditions are met. Roads and/or streets, which are classified or could be classified as COLLECTOR or ARTERIAL roads will not be considered for control under the guidelines of this program. By definition, the main purpose of a collector road is convey the traffic from nearby residential roads and streets in order to provide access to another collector or arterial roadway. In many cases, collector roads serve as primary access to residential areas for emergency vehicles. An arterial is that part of the roadway system serving as the principal network for through traffic flow.

- 1.0 A residential street may have a problem with either cut through traffic or vehicular speeding. By default, the street functions as a minor collector road but may not have the standard pavement width, pavement structure, shoulder width, or drainage system to serve effectively as a collector road. In addition, a street may permit traffic from another subdivision to pass through the affected subdivision street in route to an outside destination. Priority for traffic calming shall be placed on streets where a higher density

of housing exists (i.e., lots that are less than one acre thereby creating more potential conflicts with residents and pedestrians).

- 2.0 The cut through traffic or speeding problem can be identified by the City through current traffic counts, speed surveys, and projections of future traffic impact in accordance with long range development plans for the area. Cut through traffic shall be defined as the traffic on the affected street, which does not originate or terminate in the subdivision. A condition of speeding exists when the 85th percentile speed of traffic on the street exceeds the posted speed limit.
- 3.0 An eligible street must be a local road/street with a projected average daily traffic count not to exceed 3,000 vehicles per day at the time of full development of the area. Speed bumps may be removed by the City at any time in the future if the traffic count for the street exceeds 3,000 vehicles per day.
- 4.0 The City shall be responsible for traffic engineering review and cost of installation of speed bumps, including paving, signing and pavement markings. The City Commission may establish an annual budget for the purpose of installing speed bumps. Once the annual budget has been fully encumbered for a given budget year, the following alternatives are left as options to the affected area residents who desire traffic control speed bumps:
- Waiting list (first come, first serve) for next budget year
 - Neighborhood Association funding
- 5.0 The installation of speed bumps shall be viewed as a last step in a comprehensive plan for reducing vehicle speed and for discouraging cut through traffic movements in a residential area. Prior to the installation of speed bumps, the City shall address the problem through less dramatic measures, such as installation of additional signs, traditional pavement striping and marking, etc. The City in conjunction with residents shall re-evaluate the effectiveness of those measures three months after implementation. Based on this evaluation, a final decision will be made on the installation of speed bumps.
- 6.0 **Standard Procedure for Implementation of Speed Bumps**
Following are the procedures for implementation of speed bumps:
- | | |
|--------|--|
| Step 1 | Initiation |
| Step 2 | Traffic Engineering Study |
| Step 3 | Traffic Engineering Analysis/Classification |
| Step 4 | Petition |
| Step 5 | Approval by City Commission & Appropriation of Funds |
| Step 6 | Installation of Speed Bumps |
- 6.1 **Initiation (Step 1)**
Speed bumps can be requested by any of the following methods:

6.1.1 Neighborhood request (a minimum of five signatures from the owners of five separate properties in the neighborhood will be required before study will be initiated)

6.1.2 Regulatory agency request (e.g. Police Department)

6.1.3 Commissioner Request

6.1.4 Staff field review

6.2 Traffic Study (Step 2)

Staff will review the concern with the person(s) initiating the request to assure that the scope and details of the concern are clearly identified.

A traffic study may include any or all of the following, depending on the scope of the concern.

- Traffic conditions at the location
- Existing traffic signs and pavement markings
- Motorist's travel patterns
- Effect of the roadway system in the vicinity
- Construction in the nearby area
- Traffic or roadway plans for the vicinity and contributing roadway system
- Time of day, day of week relationship
- Apparent causes of the concern
- History of the location
- Determination of roadway classification (local, collector or arterial)
- Emergency Services concerns
- Drainage Impact

Traffic studies may be necessary to obtain the following information:

- 24- hour traffic count to determine the average daily traffic (ADT)
- Vehicle speed check to determine the 85th percentile speed
- Vehicle turning movement counts
- Origination/Destination study
- Pedestrian counts
- Accident report summary
- Collision diagram studies

6.3 Traffic Analysis / Classification (Step 3)

Staff will analyze traffic data, field information and other available information pertaining to a particular area of concern in determining appropriate traffic control measures of recommendation. When it is determined that there are other

potentially impacted local roads or streets in the area, additional traffic studies on those other roads or streets may be conducted.

For a street to be considered for speed bumps, Condition 1 (Speed) and Condition 2 (Traffic Volume) must be met in addition to at least one more of the remaining three conditions listed below.

6.3.1 Speed - The speed criteria considers the difference between the posted (or regulatory) speed limit and the measured speed of vehicles over an averaged 24-hour period. To be considered, the 85th percentile speed along the street must exceed the speed limit by at least ten (10) mph. (The 85th percentile speed is the speed at which 85% of the motorists are driving at or below.) If the 85th percentile speed along the street exceeds the speed limit by at least fifteen (15) mph, then only Condition 1 and Condition 2 must be met to be considered for speed bumps.

6.3.2 Traffic Volume – Traffic volumes on the street must not exceed 3000 vehicles per day.

6.3.3 Accidents – All accidents considered must be speed related accidents within the City of Callaway database and on the project street, either at intersections or at mid-block locations. The street must have had two or more speed related accidents within the past three years.

6.3.4 Cut Through Traffic – Cut through traffic is defined as traffic on the affected street which does not originate or terminate in the subdivision. To meet this criteria, peak hour traffic volume must be greater than 12 percent of the average daily traffic, or more than 10 daily trips per household accessed.

6.3.5 Type of Neighborhood – the following is a list of special conditions that may be considered:

- Schools within a 1,000 foot radius of the project street
- Special pedestrian generators within a 1,000 foot radius of the project street, e.g., libraries, non-passive parks, neighborhood shops, etc.
- Absence of sidewalks on the project street.
- Areas where the Bay County Sheriff's Office recommends speed bump installation as part of a comprehensive crime reduction program.

6.4 Petition (Step 4)

A petition form for obtaining neighborhood consensus for the recommended control measure will be issued by the Callaway Planning Department to the person initiating the request (contact person). The contact person will also receive a map

showing the proposed locations of any speed bumps and highlighting the area subject to petitioning. The area map will depict the property that is adjacent to or directly affected by any changes to the road in question.

PLEASE NOTE: The speed bump locations shown on the map may be altered in an attempt to prevent installing speed bumps directly in front of property owners not supporting the installation. As noted on the petition form, an approval signature by a property owner indicates their willingness to allow the installation of a speed bump or associated warning signs on the street in front of their property.

The contact person is required to obtain signatures of **property owners** in the affected area indicating whether they are for or against consideration of the speed bump project. Property owners that signed the original "five-signature letter" requesting the speed bump study must also sign the petition to acknowledge they have seen the map indicating the proposed speed bump locations.

Each parcel, regardless of the number of owners shall count as one vote. However, owner(s) of more than one parcel in the petition area shall be given one vote for each parcel owned. A minimum of 70 percent of the property owners within the affected area must be in favor of the proposed speed bumps before they can be considered for approval. To determine whether the requisite percentage is met, the total number of parcels whose owner(s) voted in favor of installation by signing the petition shall be divided by the total number of highlighted parcels shown on the map provided by the Planning Department.

All vacant property within the affected area should be listed on the petition as vacant by the contact person. A sufficient number of non-resident owners (including owners of vacant property) must be contacted if the minimum petition threshold (70%) cannot be met because of an excessive number of vacant properties.

Unless property is undergoing change of ownership, a spouse's signature will not be accepted if the spouse is not the legal owner. If both spouses are joint owners, the signature of either party is acceptable.

Where applicable, the petition must also be endorsed by an officially incorporated homeowners association for the subdivision/development.

The contact person will have 90 days to return completed petition forms. Petitions not received within the 90 day period will be deemed null and no further action will be taken. Prior to the expiration of the initial 90 day period, a one-time extension of the 30 days may be granted by the Planning Department when a written request for the extension is made for good cause. However, in no case will petitions be accepted later than 120 days from the beginning of the initial signature period. The initial signature period will be measured from the date shown on the letter transmitting the petition and area map to the contact person. In those cases

where the due date falls on a weekend or legal holiday, the due date shall be the end of the next business day.

Signatures are final and may not be added or removed from a petition once the petition has been received by City staff.

Upon receipt of the completed petition forms, City staff will verify signatures against property records recorded in the Bay County Property Appraiser's office and ensure the minimum petition threshold has been met.

If a location fails to achieve the necessary petition majority within the signature period, the location shall not be reconsidered for a period of one year from the date the signature period expires. For reconsideration requests received within two years of the original petition start date, a new traffic analysis will not be done unless traffic conditions have significantly changed and steps 2 and 3 in Section 6.0 will be omitted.

6.5 Approval by the City Commission and Appropriation of Funds (Step 5)

Petitions received with the required minimum percentage of affirmative signatures will be presented to the City Commission for consideration.

6.6 Installation of Speed Bumps (Step 6)

Upon approval by the City Commission and the confirmation of availability of funds the installation of speed bumps will be scheduled.

7.0 Emergency Procedures

The City may, at its option, install traffic control measures in emergency situations as supported by traffic studies.

8.0 Removal of Speed Bumps

A petition to remove a speed bump may be accepted if the following conditions are met:

8.1 The speed bumps must have been in place for a minimum of six months.

8.2 A request for a removal petition must be signed by the owners of five separate properties in the neighborhood.

8.3 City staff's recommendations must support the removal of speed bumps.

8.4 The new petition must include the same affected area as the original petition.

8.5 Approval of greater than 50 percent of the property owners in the original affected area is required for consideration by the City Commission for removal of speed bumps.

- 8.6 If a location fails to achieve the necessary petition majority within the signature period (as defined in Section 6.4), the location shall not be reconsidered for a period of two years from the date the signature period expires.
- 8.7 If a speed bump is removed, a request to reinstall it will not be considered for a period of three years following the date it was removed.

9.0 Specific Design Criteria for Speed Bumps

To ensure the safe and efficient design of speed bumps for residential neighborhoods, the following design criteria has been established for speed bumps in residential neighborhoods:

- 9.1 The street must be within the City's maintenance program and must be a two (2) lane roadway with a speed limit of 25 mph or less. Alleys are not eligible. Pavement width (excluding any curb and gutter) shall not exceed 24 feet.
- 9.2 Speed bumps will not be installed on streets which are classified or could be classified as COLLECTOR or ARTERIAL roads. This decision shall be made by the Planning Department based on streets enumerated within the City's Land Development Regulation Code or based on current engineering and traffic data for the street in question.
- 9.3 The street must be paved.
- 9.4 Speed Bump Placement
- Speed bumps shall be placed at least 200 feet away from the end of a dead end street or cul-de-sac, stop signs, traffic lights.
 - Speed bumps shall be placed at least 75 feet from any uncontrolled intersection.
 - Speed bumps should not conflict with utility access, manhole covers, and driveway connections or be within 25 feet of a fire hydrant.
 - Where possible, speed bumps will be placed in close proximity to a street light to provide better nighttime visibility.
 - If possible, speed bumps and associated warning signs will be located on property lines. Efforts will be made to avoid placement of speed bumps and warning signs in front of properties whose owners did not sign the petition requesting the installation of the speed bumps.
- 9.5 Where multiple speed bumps are requested, the speed bumps will be spaced a minimum of 300 feet apart.
- 9.6 The speed bumps should have a maximum height of 3-4 inches.
- 9.7 Advance warning signs are to be installed for each approach to a series of bumps. The signs shall be designed and installed in accordance with the Manual on Uniform Traffic Control Devices (MUTCD). The signs shall be standard 30" X 30" black legend on yellow diagonal warning signs with legend "SPEED BUMPS". An

advisory speed plate (18" X 18" black legend on yellow rectangular warning sign) with a "15 MPH" legend shall also be installed. The signs shall be placed approximately 125 feet in advance of the first speed bump encountered by a driver.

- 9.8 Speed bumps will include either reflective pavement markings or embedded reflective strips to alert nighttime drivers to their presence.

10.0 Application Forms

Speed bumps can be requested by individual citizens or by neighborhood associations. The person(s) making the request are responsible for circulating the petition form (attached form A & B), obtaining signatures of the property owners within the petition area, and completing the application form.

11.0 Effective Date

This revised speed bump policy and procedures shall be effective on the date approved by the City Commission and shall apply to all speed bump applications initiated after the effective date.

FORM A - APPLICATION FORM

Contact Name _____

Day Phone _____

Neighborhood _____

Today's Date _____

Local Address _____

Which neighborhood street(s) are of concern? _____

What traffic problems have you identified affecting the above street(s)? _____

How many property owners were identified in your petition area? _____

Did the minimum required 70% of eligible property owners support installing speed bumps?

☐ Yes ☐ No

Please return the completed application form along with the signed petition forms to:

City of Callaway
Planning Department
6601 E. Hwy. 22
Callaway, FL 32404

Phone: 850-871-4672

E-Mail: wfrye@cityofcallaway.com

For Official Use Only

Project Number _____ Date Application Received _____

Date Preliminary Analysis Completed _____ Identified Problems: ☐ Exist ☐ Perceived

Date of Final Analysis Completed _____

Date of Project Presentation to City Commission _____

City Commission Action: ☐ Favorable ☐ Unfavorable

Date of Project Implementation: _____

Project Review Date _____ Project Successful: ☐ Yes ☐ No

FORM B Page__ of __
CITY OF CALLAWAY SPEED BUMP PROJECT
PETITION FORM

We, the undersigned, as property owners in the _____ neighborhood,
hereby request the installation of speed bumps on _____ street(s),
as shown on the attached map

Please list all addresses in the petition area. One signature per lot.

By signing "Yes" below, the property owner acknowledges they have seen the map showing the proposed location of the speed bumps and that if adjustments must be made to the location at a later date, they consent to having the speed bump or any associated signage placed in front of their property, if necessary. Efforts will be made to place speed bumps only in front of properties whose owners sign the petition requesting the installation of the speed bumps.

Date	Property Owner's Name (please print)	Address	Signature	Support Installing?	
				Yes	No



CITY OF CALLAWAY TRAFFIC ISSUE PETITION

PROCEDURE FOR CITIZEN PETITIONS CONCERNING TRAFFIC ISSUES

Listed below are the procedures for citizens who are requesting a speed bump, stop sign or other speed altering device.

1. The affected citizens will sign a petition requesting a specific service (see attached sample and blank form). They will turn the petition in to City Hall.
2. City Hall will ask the Bay County Sheriff's Office to complete a two-day (not consecutive days) traffic study of the area described on the petition.
3. The Public Works Director will also evaluate the issue taking into consideration the traffic study information. A written recommendation will be submitted for the Commission to review.
4. The petition, traffic study and Public Works recommendation will be placed on a Regular Commission Agenda for discussion and a recommendation if necessary.
5. The "Point of Contact" (usually the person initiating the petition) will be contacted regarding the date the item will be reviewed by the Commission.



[illegible]

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

DATE: MARCH 25, 2025

ITEM: GARBAGE HAULER PERMIT RENEWALS

1. PLACED ON AGENDA BY:

Eddie Cook, City Manager
&
Ashley Robyck, City Clerk

2. AGENDA:

PRESENTATION ☐
PUBLIC HEARING ☐
OLD BUSINESS ☐
REGULAR ☒

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

N/A

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

Every three (3) years the companies who haul garbage for our citizens must renew their permit. Per Chapter 9, Article II, Sec. 9-23, of City's Code of Ordinances, the City Commission shall review the application of each garbage hauler to determine, in its sole discretion, whether or not it is in the best interests of the City that the permit be granted.

Attached is Chapter 9, Article II, Sec. 9, of the City's Code of Ordinances, which addresses the application process, issuance of the permits, and prohibited acts. All are vetted by Purchasing for compliance.

ATTACHMENTS:

- Code of Ordinances Article II Chapter 9
- Permit Applications
 - Bargain Sanitation
 - BCC Waste Solutions
 - Coastal Waste
 - Waste Management
 - Waste Pro

5. REQUESTED MOTION/ACTION:

Staff recommends approval the permit renewals.

ARTICLE II. - COLLECTING, HAULING OR TRANSPORTING GARBAGE OR REFUSE

Sec. 9-21. - Permit required.

The hauling or transportation of garbage or refuse of another from residences or places of business by any person without a permit from the city is hereby prohibited, it being the intent and purpose of this section to prohibit any person or agency other than the city, its duly authorized agents or permittees from hauling or transporting of garbage or other refuse of another, for hire, within the city limits thereof. This provision shall not prohibit those persons generating construction or demolition debris from removing that refuse created by their operations provided such removal can be accomplished safely using equipment suitable for such removal. This provision shall not prohibit any person from removing any garbage or refuse generated by themselves, their household or business establishment.

Sec. 9-23. - Issuance of permit; fee.

(a) Review. The city commission shall then review the application of each applicant to determine in, its sole discretion, whether or not it is in the best interests of the city that the permit be granted. The city may refuse to issue a permit to an applicant who by past conduct in this state has repeatedly violated pertinent statutes, rules, or orders or permit terms or conditions relating to any similar operation. For the purposes of this subsection, an applicant includes the owner or operator of the collection, hauling or transportation business, or if the owner or operator is a business entity, a parent of a subsidiary corporation, a partner, a corporate officer or director, or a stockholder holding more than 50 percent of the stock of the corporation. No permit shall be issued except by a majority vote of the commission.

(b) Term. If in the judgment of the city commission the permit should be issued to the applicant, the permit shall be issued under such terms and conditions as may be set forth therein. No permit shall be granted for a period longer than three years. In the event that the permit expires and the city commission is in the process of amending or modifying this article, the permit shall automatically renew and the permittee shall be bound by the original permit for consecutive periods of 30 days until such time as the city commission has completed its amendment process. Upon completion of the amendment process, the permittee will be required to make application to the city pursuant to the terms of the amendments to this article.

(c) Indemnity. Any permittee under the terms of this ordinance shall indemnify, defend, and hold harmless, the City of Callaway from any and all liability, claims, demands, judgments or causes of action against the City of Callaway as a result of any of the operations of the permittee. The permittee shall at all times maintain in force and effect the policy of automobile and general liability insurance with combined single limits of at least \$250,000.00, which said policy shall by its terms be applicable to the aforesaid indemnification of the City of Callaway and to the public generally. The policy shall provide that the city shall receive ten days prior notice of any cancellation/termination of coverage. Cancellation/termination of coverage shall constitute grounds for immediate suspension/revocation of the permit.

CITY OF CALLAWAY GARBAGE HAULER AGREEMENT AND PERMIT

This Agreement made as of this 1st day of April 2025, by and between the **City of Callaway**, Florida - (the "CITY"), and **Bargain Sanitation**, authorized to do business in the State of Florida (the "CONTRACTOR"), and whose address is 6317 Cherry Street, Callaway FL, 32404 Phone: (850) 871-0016.

WHEREAS, the Code of Ordinances of the City of Callaway provides for the regulation, licensing and permitting of those persons or entities desiring to provide garbage and refuse collection services within the CITY, and

WHEREAS, the CONTRACTOR named herein is desirous of providing such collection services within the CITY,

NOW, THEREFORE, by the mutual promises, covenants, and conditions hereinafter recited, the parties hereto promise, covenant, and agree as follows:

SECTION I TERM OF AGREEMENT

The term of this Agreement is thirty-six (36) months commencing on the April 1, 2025, and extending through March 31, 2028, unless earlier terminated as provided herein. In the event the parties hereto fail to renew or amend the terms of this Agreement on or before the date of expiration specified herein, the promises, covenants and conditions shall continue to govern the parties so long as the CONTRACTOR shall operate within the CITY.

SECTION II DEFINITIONS

Unless an intent to the contrary is manifest herein, this agreement adopts by reference all definitions contained within Chapter 9 of the Code of Ordinances of the City of Callaway, as is fully set forth herein. In addition, the following words, terms and phrases, when used in this Agreement shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- (1) Customers - shall mean all garbage and/or refuse accounts within the corporate limits of the City of Callaway.
- (2) Health Department - shall mean the Bay County Health Department.
- (3) Gross Receipts – shall mean those monies actually collected during the period by the CONTRACTOR.

SECTION III SCOPE OF WORK

It shall be the duty of the CONTRACTOR to collect and deposit at that site designated by Bay County, and in accordance with those operational standards set forth by the County, the Health Department and other agencies with regulatory authority, all items of garbage and refuse as may be collected from each customer within the CITY. The CONTRACTOR shall pick up such garbage and refuse at those accounts serviced by him a minimum of once per week, except where there is a higher volume of garbage or refuse, in which case collection shall be more frequent.

CONTRACTOR is required to attach to this application, a statement of: (1) what garbage or refuse will NOT be collected; (2) the intended service area if less than the entire corporate limits of the City; (3) whether or not the collection of garbage or other refuse will be made in the front or rear of the residences or places of businesses proposed to be served by the CONTRACTOR; and (4) the disposition to be made of the garbage and refuse collected.

Any CONTRACTOR which intends to collect, haul, transport, or dispose of any Hazardous or Biohazardous waste shall attach a listing of those wastes or classes of wastes and, prior to engaging in such operations, must provide the CITY with copies of all required licenses and permits from those regulatory agencies having jurisdiction over such activities.

The CONTRACTOR shall maintain an office equipped with a telephone and with such attendants as may be necessary to receive and handle complaints and/or to receive instructions and directions from their customers or the CITY. The CONTRACTOR shall further maintain continuous supervision of the work performed under the terms of their contracts to ensure compliance with all applicable ordinances, statutes, regulations, and health codes. The CONTRACTOR shall not use, or require the use of such containers, fixtures, or devices which shall in any way constitute a health hazard, impede the flow of traffic or in any way endanger the safety of the citizens of Callaway.

The CONTRACTOR shall furnish with this application a current statement of financial condition. The statement shall be under oath and in a form acceptable to the CITY.

SECTION IV QUALITY OF SERVICE

The CONTRACTOR shall use in performing such services, only such personnel as are qualified to perform the work. All work called for pursuant to the terms of those contracts entered into between the CONTRACTOR and his customer shall be performed in an efficient and workmanlike manner by careful and competent personnel who are familiar with the type of work being performed, and all services performed shall be subject to inspection and approval by the CITY. In the event that the CONTRACTOR fails to perform the work as described in this Agreement, the CITY shall give to the CONTRACTOR a list of such deficiencies at the address provided herein for notice. The failure of any CONTRACTOR to remedy or correct such unsatisfactory performance or condition within seven (7) calendar days of the date of mailing such notice shall constitute a breach of this Agreement and shall entitle the CITY to cancel and

terminate this Agreement and Permit, pursuant to Section VI below. The CITY representative may inspect the CONTRACTOR'S operation and equipment at reasonable times and the CONTRACTOR shall permit him to make such inspections without interference. The CONTRACTOR shall supervise his employees to ensure that they perform these services in a courteous, helpful, and lawful manner. The CONTRACTOR shall at all times ensure that the space around those containers used for the depositing of garbage or refuse outside the customer's establishment shall be left free of any garbage or refuse spill occurring during the course of collection.

CONTRACTOR shall, at his expense, repair any and all damage to public or private property occasioned by the CONTRACTOR or his agents, servant, or employees.

SECTION V EQUIPMENT

The CONTRACTOR shall provide and maintain that equipment necessary to service his customer's accounts and maintain regular schedules of collection. All equipment shall be maintained in good condition and the vehicles are to be washed and sanitized as and when needed. The CONTRACTOR shall provide and utilize the equipment necessary to lawfully and safely collect, haul, or transport such waste.

The CONTRACTOR shall furnish to the CITY a list of all equipment and vehicles to be used in providing such services and shall keep such list current during the term of this Agreement and Permit. This list will identify the equipment by year, model, make, serial number and license tag number.

SECTION VI TERMINATION

The City Commission may, upon a showing of good cause and by a majority vote, and pursuant to Section 9-24, revoke any permit issued. Violation of the terms of Chapter 9 of the Code of Ordinances, or any other ordinance of the City of Callaway, this Permit, or any laws or regulations of the State of Florida or of the United States, shall be deemed prima facie good cause for revocation of said Permit. The CITY shall give the holder of the Permit at least ten (10) days' notice of intention to revoke the Permit. A public hearing shall be held at a regular or called meeting of the City Commission to determine whether or not the Permit should be revoked.

If the Commission determines that there exist conditions or circumstances that endanger the health, safety and welfare of the citizens of Callaway, then they can, by majority vote, order an immediate suspension of the Permit. In such circumstances, the revocation hearing shall be expedited, if requested in writing by the permittee.

In the event of the termination of this Agreement and Permit, or in the event the CITY is required to initiate any action to enforce its rights under and by virtue of this Agreement and Permit, the CONTRACTOR hereby agrees and does become liable to the CITY for all costs, fees

and expenses, including, but not limited to, reasonable attorney fees and the cost of investigation incurred by the CITY in any such undertaking regardless of whether or not suit is filed.

The termination of this Agreement and Permit or enforcement of the terms thereof shall in no way restrict, limit or bar the election of other or additional remedies.

SECTION VII COMPLIANCE WITH LAWS AND REGULATIONS, ETC.

The CONTRACTOR hereby agrees to abide by all applicable Federal, State, County and City laws, ordinances, and regulations.

SECTION VIII INDEMNIFICATION

The CONTRACTOR shall indemnify, defend, and hold harmless, the CITY from any and all liability, claims, demands, judgments or causes of action against the CITY as a result of any of the operations of the CONTRACTOR. The CONTRACTOR further agrees to make payment of all proper charges for labor, materials, and equipment required in the aforementioned workers' service and to save harmless the CITY, its officers, agents, servants, and employees and each and every one of them, against and from all damages, to which the CITY or any of its officers, agents, servants, or employees may be put by reason of injury to person or property or other damage resulting from the negligence, carelessness and poor performance of said work or service, or through the negligence or any willful act of the CONTRACTOR, his agents or servants, or through improper defective machinery or equipment used by the CONTRACTOR or his agents or servants.

SECTION IX INSURANCE & BOND REQUIREMENTS

The CONTRACTOR shall obtain all insurance required under the ordinances of the CITY and this Agreement. The CONTRACTOR shall at all times maintain in force and effect the policy of automobile and general liability insurance with combined single limits of at least \$250,000.00, which said policy shall by its terms be applicable to the aforesaid indemnification of the CITY and to the public generally. In addition, the CONTRACTOR shall at all times maintain in force and effect a policy of worker's compensation insurance in the statutory legal required amount for all employees.

The CONTRACTOR shall furnish to the CITY satisfactory proof of all such insurance with an insurance company satisfactory and acceptable to the CITY. The policy shall provide that the CITY shall receive ten (10) days prior notice of any cancellation/termination of coverage. Cancellation/termination of coverage shall constitute grounds for immediate suspension/revocation of the permit.

The CONTRACTOR shall furnish a bond with good and sufficient surety on a form approved by the CITY conditioned upon the proper performance of all of its obligations under

the terms of this agreement or the ordinances of the CITY or the laws or regulations of the State of Florida and upon the satisfactory completion of all services to the citizens of the City of Callaway for which the permittee shall be paid in advance. The amount of said bond, fixed by the City Commission for this 36-month period, is \$2,500.00.

SECTION X RATES & REPORTS

The CONTRACTOR shall furnish a listing of maximum rates to be charged. Such rates shall be subject to the approval of the City Commission and may not be increased without prior approval.

The CONTRACTOR shall furnish to the CITY a list of those customer accounts within the CITY to be served by the CONTRACTOR, together with a schedule of collection reflecting the days, frequency, and routes to be utilized in providing services. The CONTRACTOR further agrees to provide revisions of said list each calendar quarter (90 days) or upon request by the CITY to determine the accuracy of such list. Such report shall be provided in the format requested by the City, a copy of which is attached hereto. Failure to submit the report in a timely manner shall constitute grounds for suspension or revocation of the permit. The CONTRACTOR shall not use any route which has not been approved. CONTRACTOR further agrees to furnish such other information and data as may be determined necessary by the CITY.

SECTION XI FEES AND CHARGES

The CONTRACTOR agrees to pay the CITY the sum of five per cent (5%) of the gross receipts collected by the CONTRACTOR for providing such services within the corporate limits of the CITY. CONTRACTOR may designate whether to remit the fees to the CITY on a monthly or quarterly basis. Said sum shall be paid one month from the date of the issuance of the Permit and each month (or quarter if quarterly reporting is elected) thereafter during the term of the Permit. In the event the Permit shall expire, the CONTRACTOR shall continue to operate within the CITY pending the renewal of such Permit. This obligation shall continue during the term of his operation within the CITY and shall apply to all sums collected from operations within the corporate limits of the CITY. Payments are due to the city on the 5th of the month following each report month (or quarter, if quarterly reporting is elected) and subject to \$100 late penalty if not paid by the 20th of the month following each report month (or quarter). Each payment shall be accompanied by the required report, in its entirety, and in proper format as described in Section X above. Failure to timely make such payments and submit required reports may result in suspension or termination of this Agreement and Permit.

The CONTRACTOR further agrees to make all business records available for inspection and audit by the CITY or a party designated on behalf of the CITY to conduct such inspection and audit. In the event any such audit reveals an underpayment to the CITY in excess of one and one quarter percent (1-1/4%), the CONTRACTOR shall bear all costs related to the audit. Any deficiency or underpayment shall immediately become due and payable by the CONTRACTOR. Should the auditor determine that the underpayment was an intentional, willful, or grossly

negligent act on the part of the CONTRACTOR, or their employees, such finding shall constitute grounds for cancellation, suspension, revocation or termination of this Agreement and Permit.

CONTRACTOR hereby chooses to submit payment and reports: (please specify)

(X) Monthly or () Quarterly during the term of this agreement.

SECTION XII NOTICES

Any notice or correspondence required under the terms of this Agreement shall be delivered to the parties at the following addresses:

The City of Callaway
Ashley Robyck
6601 E. Highway 22
Callaway, Florida 32404

PH: 850-215-6694

And

Company: Bargain Sanitation
Attn: Patrick Lundy
Address: 6317 Cherry Street
City/St/Zip: Callaway, Fl. 32404

PH: 850-871-0016
E-Mail: bargainiansanitation@comcast.net

SECTION XIII ENTIRE AGREEMENT

The terms and provisions herein, together with attachments, constitute the entire agreement between the parties and shall supersede all previous communications, agreements, and proposals between the parties hereto with respect to the subject matter of this Agreement and shall not be modified except in writing by the parties. No permit granted pursuant to the terms of this agreement shall be assigned, except upon approval of a majority of the City Commission.

In the event any portion of this Agreement is found to conflict with any ordinance, law, or regulation, such ordinance, law, or regulation shall prevail and shall in no wise affect the remaining portions of this Agreement.

IN WITNESS HEREOF the parties hereto have caused this Agreement to be executed on the date first written above.

CITY CLERK

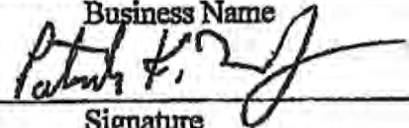
CITY OF CALLAWAY, FLORIDA

Attest: _____
Ashley Robyck, City Clerk

By: _____
Eddie Cook, City Manager

CONTRACTOR:

Bargain Sanitation
Business Name

By: 
Signature

Patrick Lundy, Co-Owner
Print Name & Title

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

KEVIN D. OBOS, HAND ARENDALL HARRISON SALE
CITY ATTORNEY

**CITY OF CALLAWAY
GARBAGE HAULER
AGREEMENT AND PERMIT**

This Agreement made as of this 1st day of April 2025, by and between the **City of Callaway**, Florida - (the "CITY"), and **BCC Waste Solutions LLC**, authorized to do business in the State of Florida (the "CONTRACTOR"), and whose address is 205 Hatcher Drive, Panama City FL, 32409 Phone: (251) 610-5006.

WHEREAS, the Code of Ordinances of the City of Callaway provides for the regulation, licensing and permitting of those persons or entities desiring to provide garbage and refuse collection services within the CITY, and

WHEREAS, the CONTRACTOR named herein is desirous of providing such collection services within the CITY,

NOW, THEREFORE, by the mutual promises, covenants, and conditions hereinafter recited, the parties hereto promise, covenant, and agree as follows:

SECTION I TERM OF AGREEMENT

The term of this Agreement is thirty-six (36) months commencing on the April 1, 2025, and extending through March 31, 2028, unless earlier terminated as provided herein. In the event the parties hereto fail to renew or amend the terms of this Agreement on or before the date of expiration specified herein, the promises, covenants and conditions shall continue to govern the parties so long as the CONTRACTOR shall operate within the CITY.

SECTION II DEFINITIONS

Unless an intent to the contrary is manifest herein, this agreement adopts by reference all definitions contained within Chapter 9 of the Code of Ordinances of the City of Callaway, as is fully set forth herein. In addition, the following words, terms and phrases, when used in this Agreement shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- (1) Customers - shall mean all garbage and/or refuse accounts within the corporate limits of the City of Callaway.
- (2) Health Department - shall mean the Bay County Health Department.
- (3) Gross Receipts - shall mean those monies actually collected during the period by the CONTRACTOR.

SECTION III SCOPE OF WORK

It shall be the duty of the CONTRACTOR to collect and deposit at that site designated by Bay County, and in accordance with those operational standards set forth by the County, the Health Department and other agencies with regulatory authority, all items of garbage and refuse as may be collected from each customer within the CITY. The CONTRACTOR shall pick up such garbage and refuse at those accounts serviced by him a minimum of once per week, except where there is a higher volume of garbage or refuse, in which case collection shall be more frequent.

CONTRACTOR is required to attach to this application, a statement of: (1) what garbage or refuse will NOT be collected; (2) the intended service area if less than the entire corporate limits of the City; (3) whether or not the collection of garbage or other refuse will be made in the front or rear of the residences or places of businesses proposed to be served by the CONTRACTOR; and (4) the disposition to be made of the garbage and refuse collected.

Any CONTRACTOR which intends to collect, haul, transport, or dispose of any Hazardous or Biohazardous waste shall attach a listing of those wastes or classes of wastes and, prior to engaging in such operations, must provide the CITY with copies of all required licenses and permits from those regulatory agencies having jurisdiction over such activities.

The CONTRACTOR shall maintain an office equipped with a telephone and with such attendants as may be necessary to receive and handle complaints and/or to receive instructions and directions from their customers or the CITY. The CONTRACTOR shall further maintain continuous supervision of the work performed under the terms of their contracts to ensure compliance with all applicable ordinances, statutes, regulations, and health codes. The CONTRACTOR shall not use, or require the use of such containers, fixtures, or devices which shall in any way constitute a health hazard, impede the flow of traffic or in any way endanger the safety of the citizens of Callaway.

The CONTRACTOR shall furnish with this application a current statement of financial condition. The statement shall be under oath and in a form acceptable to the CITY.

SECTION IV QUALITY OF SERVICE

The CONTRACTOR shall use in performing such services, only such personnel as are qualified to perform the work. All work called for pursuant to the terms of those contracts entered into between the CONTRACTOR and his customer shall be performed in an efficient and workmanlike manner by careful and competent personnel who are familiar with the type of work being performed, and all services performed shall be subject to inspection and approval by the CITY. In the event that the CONTRACTOR fails to perform the work as described in this Agreement, the CITY shall give to the CONTRACTOR a list of such deficiencies at the address provided herein for notice. The failure of any CONTRACTOR to remedy or correct such unsatisfactory performance or condition within seven (7) calendar days of the date of mailing such notice shall constitute a breach of this Agreement and shall entitle the CITY to cancel and

terminate this Agreement and Permit, pursuant to Section VI below. The CITY representative may inspect the CONTRACTOR'S operation and equipment at reasonable times and the CONTRACTOR shall permit him to make such inspections without interference. The CONTRACTOR shall supervise his employees to ensure that they perform these services in a courteous, helpful, and lawful manner. The CONTRACTOR shall at all times ensure that the space around those containers used for the depositing of garbage or refuse outside the customer's establishment shall be left free of any garbage or refuse spill occurring during the course of collection.

CONTRACTOR shall, at his expense, repair any and all damage to public or private property occasioned by the CONTRACTOR or his agents, servant, or employees.

SECTION V EQUIPMENT

The CONTRACTOR shall provide and maintain that equipment necessary to service his customer's accounts and maintain regular schedules of collection. All equipment shall be maintained in good condition and the vehicles are to be washed and sanitized as and when needed. The CONTRACTOR shall provide and utilize the equipment necessary to lawfully and safely collect, haul, or transport such waste.

The CONTRACTOR shall furnish to the CITY a list of all equipment and vehicles to be used in providing such services and shall keep such list current during the term of this Agreement and Permit. This list will identify the equipment by year, model, make, serial number and license tag number.

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The City Commission may, upon a showing of good cause and by a majority vote, and pursuant to Section 9-24, revoke any permit issued. Violation of the terms of Chapter 9 of the Code of Ordinances, or any other ordinance of the City of Callaway, this Permit, or any laws or regulations of the State of Florida or of the United States, shall be deemed prima facie good cause for revocation of said Permit. The CITY shall give the holder of the Permit at least ten (10) days' notice of intention to revoke the Permit. A public hearing shall be held at a regular or called meeting of the City Commission to determine whether or not the Permit should be revoked.

If the Commission determines that there exist conditions or circumstances that endanger the health, safety and welfare of the citizens of Callaway, then they can, by majority vote, order an immediate suspension of the Permit. In such circumstances, the revocation hearing shall be expedited, if requested in writing by the permittee.

In the event of the termination of this Agreement and Permit, or in the event the CITY is required to initiate any action to enforce its rights under and by virtue of this Agreement and Permit, the CONTRACTOR hereby agrees and does become liable to the CITY for all costs, fees

and expenses, including, but not limited to, reasonable attorney fees and the cost of investigation incurred by the CITY in any such undertaking regardless of whether or not suit is filed.

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The CONTRACTOR hereby agrees to abide by all applicable Federal, State, County and City laws, ordinances, and regulations.

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The CONTRACTOR shall indemnify, defend, and hold harmless, the CITY from any and all liability, claims, demands, judgments or causes of action against the CITY as a result of any of the operations of the CONTRACTOR. The CONTRACTOR further agrees to make payment of all proper charges for labor, materials, and equipment required in the aforementioned workers' service and to save harmless the CITY, its officers, agents, servants, and employees and each and every one of them, against and from all damages, to which the CITY or any of its officers, agents, servants, or employees may be put by reason of injury to person or property or other damage resulting from the negligence, carelessness and poor performance of said work or service, or through the negligence or any willful act of the CONTRACTOR, his agents or servants, or through improper defective machinery or equipment used by the CONTRACTOR or his agents or servants.

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The CONTRACTOR shall obtain all insurance required under the ordinances of the CITY and this Agreement. The CONTRACTOR shall at all times maintain in force and effect the policy of automobile and general liability insurance with combined single limits of at least \$250,000.00, which said policy shall by its terms be applicable to the aforesaid indemnification of the CITY and to the public generally. In addition, the CONTRACTOR shall at all times maintain in force and effect a policy of worker's compensation insurance in the statutory legal required amount for all employees.

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The CONTRACTOR shall furnish a bond with good and sufficient surety on a form approved by the CITY conditioned upon the proper performance of all of its obligations under

the terms of this agreement or the ordinances of the CITY or the laws or regulations of the State of Florida and upon the satisfactory completion of all services to the citizens of the City of Callaway for which the permittee shall be paid in advance. The amount of said bond, fixed by the City Commission for this 36-month period, is \$2,500.00.

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The CONTRACTOR shall furnish a listing of maximum rates to be charged. Such rates shall be subject to the approval of the City Commission and may not be increased without prior approval.

The CONTRACTOR shall furnish to the CITY a list of those customer accounts within the CITY to be served by the CONTRACTOR, together with a schedule of collection reflecting the days, frequency, and routes to be utilized in providing services. The CONTRACTOR further agrees to provide revisions of said list each calendar quarter (90 days) or upon request by the CITY to determine the accuracy of such list. Such report shall be provided in the format requested by the City, a copy of which is attached hereto. Failure to submit the report in a timely manner shall constitute grounds for suspension or revocation of the permit. The CONTRACTOR shall not use any route which has not been approved. CONTRACTOR further agrees to furnish such other information and data as may be determined necessary by the CITY.

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The CONTRACTOR agrees to pay the CITY the sum of five per cent (5%) of the gross receipts collected by the CONTRACTOR for providing such services within the corporate limits of the CITY. CONTRACTOR may designate whether to remit the fees to the CITY on a monthly or quarterly basis. Said sum shall be paid one month from the date of the issuance of the Permit and each month (or quarter if quarterly reporting is elected) thereafter during the term of the Permit. In the event the Permit shall expire, the CONTRACTOR shall continue to operate within the CITY pending the renewal of such Permit. This obligation shall continue during the term of his operation within the CITY and shall apply to all sums collected from operations within the corporate limits of the CITY. Payments are due to the city on the 5th of the month following each report month (or quarter, if quarterly reporting is elected) and subject to \$100 late penalty if not paid by the 20th of the month following each report month (or quarter). Each payment shall be accompanied by the required report, in its entirety, and in proper format as described in Section X above. Failure to timely make such payments and submit required reports may result in suspension or termination of this Agreement and Permit.

The CONTRACTOR further agrees to make all business records available for inspection and audit by the CITY or a party designated on behalf of the CITY to conduct such inspection and audit. In the event any such audit reveals an underpayment to the CITY in excess of one and one quarter percent (1-1/4%), the CONTRACTOR shall bear all costs related to the audit. Any deficiency or underpayment shall immediately become due and payable by the CONTRACTOR. Should the auditor determine that the underpayment was an intentional, willful, or grossly

negligent act on the part of the CONTRACTOR, or their employees, such finding shall constitute grounds for cancellation, suspension, revocation or termination of this Agreement and Permit.

CONTRACTOR hereby chooses to submit payment and reports: (please specify)

☐ Monthly or ☒ Quarterly during the term of this agreement.

SECTION XII NOTICES

Any notice or correspondence required under the terms of this Agreement shall be delivered to the parties at the following addresses:

The City of Callaway
Ashley Robyck
6601 E. Highway 22
Callaway, Florida 32404

PH: 850-215-6694

And

Company: BCC Waste Solutions, LLC
Attn: Hunter Swartz
Address: 905 Hatchum Drive
City/St/Zip: Danville City, FL 32809

PH: (251) 610-5000

E-Mail: hunter@bccwaste.com

SECTION XIII ENTIRE AGREEMENT

The terms and provisions herein, together with attachments, constitute the entire agreement between the parties and shall supersede all previous communications, agreements, and proposals between the parties hereto with respect to the subject matter of this Agreement and shall not be modified except in writing by the parties. No permit granted pursuant to the terms of this agreement shall be assigned, except upon approval of a majority of the City Commission.

In the event any portion of this Agreement is found to conflict with any ordinance, law, or regulation, such ordinance, law, or regulation shall prevail and shall in no wise affect the remaining portions of this Agreement.

IN WITNESS HEREOF the parties hereto have caused this Agreement to be executed on the date first written above.

CITY CLERK

CITY OF CALLAWAY, FLORIDA

Attest: _____
Ashley Robyck, City Clerk

By: _____
Eddie Cook, City Manager

CONTRACTOR:

BCC Waste Solutions LLC
Business Name

By: _____
Signature

Hunter Swartz, President
Print Name & Title

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

KEVIN D. OBOS, HAND ARENDALL HARRISON SALE
CITY ATTORNEY

**CITY OF CALLAWAY
GARBAGE HAULER
AGREEMENT AND PERMIT**

This Agreement made as of this 1st day of April 2025, by and between the **City of Callaway**, Florida - (the "CITY"), and **Coastal Waste & Recycling Inc.**, authorized to do business in the State of Florida (the "CONTRACTOR"), and whose address is **1151 E. 15th Street, Panama City FL 32405**. Phone: **(850)-769-4304**.

WHEREAS, the Code of Ordinances of the City of Callaway provides for the regulation, licensing and permitting of those persons or entities desiring to provide garbage and refuse collection services within the CITY, and

WHEREAS, the CONTRACTOR named herein is desirous of providing such collection services within the CITY,

NOW, THEREFORE, by the mutual promises, covenants, and conditions hereinafter recited, the parties hereto promise, covenant, and agree as follows:

SECTION I TERM OF AGREEMENT

The term of this Agreement is thirty-six (36) months commencing on the April 1, 2025, and extending through March 31, 2028, unless earlier terminated as provided herein. In the event the parties hereto fail to renew or amend the terms of this Agreement on or before the date of expiration specified herein, the promises, covenants and conditions shall continue to govern the parties so long as the CONTRACTOR shall operate within the CITY.

SECTION II DEFINITIONS

Unless an intent to the contrary is manifest herein, this agreement adopts by reference all definitions contained within Chapter 9 of the Code of Ordinances of the City of Callaway, as is fully set forth herein. In addition, the following words, terms and phrases, when used in this Agreement shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- (1) Customers - shall mean all garbage and/or refuse accounts within the corporate limits of the City of Callaway.
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SECTION III SCOPE OF WORK

It shall be the duty of the CONTRACTOR to collect and deposit at that site designated by Bay County, and in accordance with those operational standards set forth by the County, the Health Department and other agencies with regulatory authority, all items of garbage and refuse as may be collected from each customer within the CITY. The CONTRACTOR shall pick up such garbage and refuse at those accounts serviced by him a minimum of once per week, except where there is a higher volume of garbage or refuse, in which case collection shall be more frequent.

CONTRACTOR is required to attach to this application, a statement of: (1) what garbage or refuse will NOT be collected; (2) the intended service area if less than the entire corporate limits of the City; (3) whether or not the collection of garbage or other refuse will be made in the front or rear of the residences or places of businesses proposed to be served by the CONTRACTOR; and (4) the disposition to be made of the garbage and refuse collected.

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The CONTRACTOR shall maintain an office equipped with a telephone and with such attendants as may be necessary to receive and handle complaints and/or to receive instructions and directions from their customers or the CITY. The CONTRACTOR shall further maintain continuous supervision of the work performed under the terms of their contracts to ensure compliance with all applicable ordinances, statutes, regulations, and health codes. The CONTRACTOR shall not use, or require the use of such containers, fixtures, or devices which shall in any way constitute a health hazard, impede the flow of traffic or in any way endanger the safety of the citizens of Callaway.

The CONTRACTOR shall furnish with this application a current statement of financial condition. The statement shall be under oath and in a form acceptable to the CITY.

SECTION IV QUALITY OF SERVICE

The CONTRACTOR shall use in performing such services, only such personnel as are qualified to perform the work. All work called for pursuant to the terms of those contracts entered into between the CONTRACTOR and his customer shall be performed in an efficient and workmanlike manner by careful and competent personnel who are familiar with the type of work being performed, and all services performed shall be subject to inspection and approval by the CITY. In the event that the CONTRACTOR fails to perform the work as described in this Agreement, the CITY shall give to the CONTRACTOR a list of such deficiencies at the address provided herein for notice. The failure of any CONTRACTOR to remedy or correct such unsatisfactory performance or condition within seven (7) calendar days of the date of mailing such notice shall constitute a breach of this Agreement and shall entitle the CITY to cancel and

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SECTION IX INSURANCE & BOND REQUIREMENTS

The CONTRACTOR shall obtain all insurance required under the ordinances of the CITY and this Agreement. The CONTRACTOR shall at all times maintain in force and effect the policy of automobile and general liability insurance with combined single limits of at least \$250,000.00, which said policy shall by its terms be applicable to the aforesaid indemnification of the CITY and to the public generally. In addition, the CONTRACTOR shall at all times maintain in force and effect a policy of worker's compensation insurance in the statutory legal required amount for all employees.

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The CONTRACTOR shall furnish a bond with good and sufficient surety on a form approved by the CITY conditioned upon the proper performance of all of its obligations under

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The CONTRACTOR shall furnish to the CITY a list of those customer accounts within the CITY to be served by the CONTRACTOR, together with a schedule of collection reflecting the days, frequency, and routes to be utilized in providing services. The CONTRACTOR further agrees to provide revisions of said list each calendar quarter (90 days) or upon request by the CITY to determine the accuracy of such list. Such report shall be provided in the format requested by the City, a copy of which is attached hereto. Failure to submit the report in a timely manner shall constitute grounds for suspension or revocation of the permit. The CONTRACTOR shall not use any route which has not been approved. CONTRACTOR further agrees to furnish such other information and data as may be determined necessary by the CITY.

SECTION XI FEES AND CHARGES

The CONTRACTOR agrees to pay the CITY the sum of five per cent (5%) of the gross receipts collected by the CONTRACTOR for providing such services within the corporate limits of the CITY. CONTRACTOR may designate whether to remit the fees to the CITY on a monthly or quarterly basis. Said sum shall be paid one month from the date of the issuance of the Permit and each month (or quarter if quarterly reporting is elected) thereafter during the term of the Permit. In the event the Permit shall expire, the CONTRACTOR shall continue to operate within the CITY pending the renewal of such Permit. This obligation shall continue during the term of his operation within the CITY and shall apply to all sums collected from operations within the corporate limits of the CITY. Payments are due to the city on the 5th of the month following each report month (or quarter, if quarterly reporting is elected) and subject to \$100 late penalty if not paid by the 20th of the month following each report month (or quarter). Each payment shall be accompanied by the required report, in its entirety, and in proper format as described in Section X above. Failure to timely make such payments and submit required reports may result in suspension or termination of this Agreement and Permit.

The CONTRACTOR further agrees to make all business records available for inspection and audit by the CITY or a party designated on behalf of the CITY to conduct such inspection and audit. In the event any such audit reveals an underpayment to the CITY in excess of one and one quarter percent (1-1/4%), the CONTRACTOR shall bear all costs related to the audit. Any deficiency or underpayment shall immediately become due and payable by the CONTRACTOR. Should the auditor determine that the underpayment was an intentional, willful, or grossly

negligent act on the part of the CONTRACTOR, or their employees, such finding shall constitute grounds for cancellation, suspension, revocation or termination of this Agreement and Permit.

CONTRACTOR hereby chooses to submit payment and reports: (please specify)

☐ Monthly or ☐ Quarterly during the term of this agreement.

SECTION XII NOTICES

Any notice or correspondence required under the terms of this Agreement shall be delivered to the parties at the following addresses:

The City of Callaway
Ashley Robyck
6601 E. Highway 22
Callaway, Florida 32404

PH: 850-215-6694

And

Company: COASTAL WASTE + RECYCLING
Attn: Jay HANNEN District Manager
Address: 1151 E 15TH ST.
City/St/Zip: PANAMA CITY, FL. 32405

PH: (850) 769-4304
E-Mail: Jhannen@Coastalwasteinc.com

SECTION XIII ENTIRE AGREEMENT

The terms and provisions herein, together with attachments, constitute the entire agreement between the parties and shall supersede all previous communications, agreements, and proposals between the parties hereto with respect to the subject matter of this Agreement and shall not be modified except in writing by the parties. No permit granted pursuant to the terms of this agreement shall be assigned, except upon approval of a majority of the City Commission.

In the event any portion of this Agreement is found to conflict with any ordinance, law, or regulation, such ordinance, law, or regulation shall prevail and shall in no wise affect the remaining portions of this Agreement.

IN WITNESS HEREOF the parties hereto have caused this Agreement to be executed on the date first written above.

CITY CLERK

CITY OF CALLAWAY, FLORIDA

Attest: _____
Ashley Robyck, City Clerk

By: _____
Eddie Cook, City Manager

CONTRACTOR:

Coral Waste + Recycling
Business Name

By: [Signature]
Signature

Jay Hansen District mgr.
Print Name & Title

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

KEVIN D. OBOS, HAND ARENDALL HARRISON SALE
CITY ATTORNEY

CITY OF CALLAWAY GARBAGE HAULER AGREEMENT AND PERMIT

This Agreement made as of this 1st day of **April 2025**, by and between the **City of Callaway**, Florida - (the "CITY"), and **Waste Pro USA**, authorized to do business in the State of Florida (the "CONTRACTOR"), and whose address is **12310 Panama City Beach Parkway, Panama City Beach Fl 32407**. Phone: **(850)-871-1800**.

WHEREAS, the Code of Ordinances of the City of Callaway provides for the regulation, licensing and permitting of those persons or entities desiring to provide garbage and refuse collection services within the CITY, and

WHEREAS, the CONTRACTOR named herein is desirous of providing such collection services within the CITY,

NOW, THEREFORE, by the mutual promises, covenants, and conditions hereinafter recited, the parties hereto promise, covenant, and agree as follows:

SECTION I TERM OF AGREEMENT

The term of this Agreement is thirty-six (36) months commencing on the April 1, 2025, and extending through March 31, 2028, unless earlier terminated as provided herein. In the event the parties hereto fail to renew or amend the terms of this Agreement on or before the date of expiration specified herein, the promises, covenants and conditions shall continue to govern the parties so long as the CONTRACTOR shall operate within the CITY.

SECTION II DEFINITIONS

Unless an intent to the contrary is manifest herein, this agreement adopts by reference all definitions contained within Chapter 9 of the Code of Ordinances of the City of Callaway, as is fully set forth herein. In addition, the following words, terms and phrases, when used in this Agreement shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- (1) Customers - shall mean all garbage and/or refuse accounts within the corporate limits of the City of Callaway.
- (2) Health Department - shall mean the Bay County Health Department.
- (3) Gross Receipts – shall mean those monies actually collected during the period by the CONTRACTOR.

SECTION III SCOPE OF WORK

It shall be the duty of the CONTRACTOR to collect and deposit at that site designated by Bay County, and in accordance with those operational standards set forth by the County, the Health Department and other agencies with regulatory authority, all items of garbage and refuse as may be collected from each customer within the CITY. The CONTRACTOR shall pick up such garbage and refuse at those accounts serviced by him a minimum of once per week, except where there is a higher volume of garbage or refuse, in which case collection shall be more frequent.

CONTRACTOR is required to attach to this application, a statement of: (1) what garbage or refuse will NOT be collected; (2) the intended service area if less than the entire corporate limits of the City; (3) whether or not the collection of garbage or other refuse will be made in the front or rear of the residences or places of businesses proposed to be served by the CONTRACTOR; and (4) the disposition to be made of the garbage and refuse collected.

Any CONTRACTOR which intends to collect, haul, transport, or dispose of any Hazardous or Biohazardous waste shall attach a listing of those wastes or classes of wastes and, prior to engaging in such operations, must provide the CITY with copies of all required licenses and permits from those regulatory agencies having jurisdiction over such activities.

The CONTRACTOR shall maintain an office equipped with a telephone and with such attendants as may be necessary to receive and handle complaints and/or to receive instructions and directions from their customers or the CITY. The CONTRACTOR shall further maintain continuous supervision of the work performed under the terms of their contracts to ensure compliance with all applicable ordinances, statutes, regulations, and health codes. The CONTRACTOR shall not use, or require the use of such containers, fixtures, or devices which shall in any way constitute a health hazard, impede the flow of traffic or in any way endanger the safety of the citizens of Callaway.

The CONTRACTOR shall furnish with this application a current statement of financial condition. The statement shall be under oath and in a form acceptable to the CITY.

SECTION IV QUALITY OF SERVICE

The CONTRACTOR shall use in performing such services, only such personnel as are qualified to perform the work. All work called for pursuant to the terms of those contracts entered into between the CONTRACTOR and his customer shall be performed in an efficient and workmanlike manner by careful and competent personnel who are familiar with the type of work being performed, and all services performed shall be subject to inspection and approval by the CITY. In the event that the CONTRACTOR fails to perform the work as described in this Agreement, the CITY shall give to the CONTRACTOR a list of such deficiencies at the address provided herein for notice. The failure of any CONTRACTOR to remedy or correct such unsatisfactory performance or condition within seven (7) calendar days of the date of mailing such notice shall constitute a breach of this Agreement and shall entitle the CITY to cancel and

terminate this Agreement and Permit, pursuant to Section VI below. The CITY representative may inspect the CONTRACTOR'S operation and equipment at reasonable times and the CONTRACTOR shall permit him to make such inspections without interference. The CONTRACTOR shall supervise his employees to ensure that they perform these services in a courteous, helpful, and lawful manner. The CONTRACTOR shall at all times ensure that the space around those containers used for the depositing of garbage or refuse outside the customer's establishment shall be left free of any garbage or refuse spill occurring during the course of collection.

CONTRACTOR shall, at his expense, repair any and all damage to public or private property occasioned by the CONTRACTOR or his agents, servant, or employees.

SECTION V EQUIPMENT

The CONTRACTOR shall provide and maintain that equipment necessary to service his customer's accounts and maintain regular schedules of collection. All equipment shall be maintained in good condition and the vehicles are to be washed and sanitized as and when needed. The CONTRACTOR shall provide and utilize the equipment necessary to lawfully and safely collect, haul, or transport such waste.

The CONTRACTOR shall furnish to the CITY a list of all equipment and vehicles to be used in providing such services and shall keep such list current during the term of this Agreement and Permit. This list will identify the equipment by year, model, make, serial number and license tag number.

SECTION VI TERMINATION

The City Commission may, upon a showing of good cause and by a majority vote, and pursuant to Section 9-24, revoke any permit issued. Violation of the terms of Chapter 9 of the Code of Ordinances, or any other ordinance of the City of Callaway, this Permit, or any laws or regulations of the State of Florida or of the United States, shall be deemed prima facie good cause for revocation of said Permit. The CITY shall give the holder of the Permit at least ten (10) days' notice of intention to revoke the Permit. A public hearing shall be held at a regular or called meeting of the City Commission to determine whether or not the Permit should be revoked.

If the Commission determines that there exist conditions or circumstances that endanger the health, safety and welfare of the citizens of Callaway, then they can, by majority vote, order an immediate suspension of the Permit. In such circumstances, the revocation hearing shall be expedited, if requested in writing by the permittee.

In the event of the termination of this Agreement and Permit, or in the event the CITY is required to initiate any action to enforce its rights under and by virtue of this Agreement and Permit, the CONTRACTOR hereby agrees and does become liable to the CITY for all costs, fees

and expenses, including, but not limited to, reasonable attorney fees and the cost of investigation incurred by the CITY in any such undertaking regardless of whether or not suit is filed.

The termination of this Agreement and Permit or enforcement of the terms thereof shall in no way restrict, limit or bar the election of other or additional remedies.

SECTION VII COMPLIANCE WITH LAWS AND REGULATIONS, ETC.

The CONTRACTOR hereby agrees to abide by all applicable Federal, State, County and City laws, ordinances, and regulations.

SECTION VIII INDEMNIFICATION

The CONTRACTOR shall indemnify, defend, and hold harmless, the CITY from any and all liability, claims, demands, judgments or causes of action against the CITY as a result of any of the operations of the CONTRACTOR. The CONTRACTOR further agrees to make payment of all proper charges for labor, materials, and equipment required in the aforementioned workers' service and to save harmless the CITY, its officers, agents, servants, and employees and each and every one of them, against and from all damages, to which the CITY or any of its officers, agents, servants, or employees may be put by reason of injury to person or property or other damage resulting from the negligence, carelessness and poor performance of said work or service, or through the negligence or any willful act of the CONTRACTOR, his agents or servants, or through improper defective machinery or equipment used by the CONTRACTOR or his agents or servants.

SECTION IX INSURANCE & BOND REQUIREMENTS

The CONTRACTOR shall obtain all insurance required under the ordinances of the CITY and this Agreement. The CONTRACTOR shall at all times maintain in force and effect the policy of automobile and general liability insurance with combined single limits of at least \$250,000.00, which said policy shall by its terms be applicable to the aforesaid indemnification of the CITY and to the public generally. In addition, the CONTRACTOR shall at all times maintain in force and effect a policy of worker's compensation insurance in the statutory legal required amount for all employees.

The CONTRACTOR shall furnish to the CITY satisfactory proof of all such insurance with an insurance company satisfactory and acceptable to the CITY. The policy shall provide that the CITY shall receive ten (10) days prior notice of any cancellation/termination of coverage. Cancellation/termination of coverage shall constitute grounds for immediate suspension/revocation of the permit.

The CONTRACTOR shall furnish a bond with good and sufficient surety on a form approved by the CITY conditioned upon the proper performance of all of its obligations under

the terms of this agreement or the ordinances of the CITY or the laws or regulations of the State of Florida and upon the satisfactory completion of all services to the citizens of the City of Callaway for which the permittee shall be paid in advance. The amount of said bond, fixed by the City Commission for this 36-month period, is \$2,500.00.

SECTION X RATES & REPORTS

The CONTRACTOR shall furnish a listing of maximum rates to be charged. Such rates shall be subject to the approval of the City Commission and may not be increased without prior approval.

The CONTRACTOR shall furnish to the CITY a list of those customer accounts within the CITY to be served by the CONTRACTOR, together with a schedule of collection reflecting the days, frequency, and routes to be utilized in providing services. The CONTRACTOR further agrees to provide revisions of said list each calendar quarter (90 days) or upon request by the CITY to determine the accuracy of such list. Such report shall be provided in the format requested by the City, a copy of which is attached hereto. Failure to submit the report in a timely manner shall constitute grounds for suspension or revocation of the permit. The CONTRACTOR shall not use any route which has not been approved. CONTRACTOR further agrees to furnish such other information and data as may be determined necessary by the CITY.

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CONTRACTOR hereby chooses to submit payment and reports: (please specify)

(☒) Monthly or (☐) Quarterly during the term of this agreement.

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The City of Callaway
Ashley Robyck
6601 E. Highway 22
Callaway, Florida 32404

PH: 850-215-6694

And

Company: Waste Pro Panama City
Attn: Sandra Carbin
Address: 12310 PCB PKWY
City/ST/Zip: PCB, FL 32407
PH: (850) 872-1800
E-Mail: scorbin@wasteprousa.com

SECTION XIII ENTIRE AGREEMENT

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IN WITNESS HEREOF the parties hereto have caused this Agreement to be executed on the date first written above.

CITY CLERK

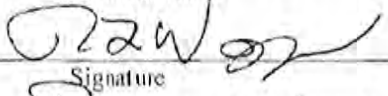
CITY OF CALLAWAY, FLORIDA

Attest: _____
Ashley Robyck, City Clerk

By: _____
Eddie Cook, City Manager

CONTRACTOR:

Waste Pro Panama City
Business Name

By: 
Signature
Richard G. Worst
Print Name & Title

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

KEVIN D. OBOS, HAND ARENDALL HARRISON SALE
CITY ATTORNEY

CITY OF CALLAWAY GARBAGE HAULER AGREEMENT AND PERMIT

This Agreement made as of this 1st day of April 2025, by and between the **City of Callaway**, Florida - (the "CITY"), and **Waste Management, Inc of FL**, authorized to do business in the State of Florida (the "CONTRACTOR"), and whose address is 6319 E. Highway 22, Panama City Fl 32404 Phone: (850)-874-8006.

WHEREAS, the Code of Ordinances of the City of Callaway provides for the regulation, licensing and permitting of those persons or entities desiring to provide garbage and refuse collection services within the CITY, and

WHEREAS, the CONTRACTOR named herein is desirous of providing such collection services within the CITY,

NOW, THEREFORE, by the mutual promises, covenants, and conditions hereinafter recited, the parties hereto promise, covenant, and agree as follows:

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The term of this Agreement is thirty-six (36) months commencing on the April 1, 2025, and extending through March 31, 2028, unless earlier terminated as provided herein. In the event the parties hereto fail to renew or amend the terms of this Agreement on or before the date of expiration specified herein, the promises, covenants and conditions shall continue to govern the parties so long as the CONTRACTOR shall operate within the CITY.

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It shall be the duty of the CONTRACTOR to collect and deposit at that site designated by Bay County, and in accordance with those operational standards set forth by the County, the Health Department and other agencies with regulatory authority, all items of garbage and refuse as may be collected from each customer within the CITY. The CONTRACTOR shall pick up such garbage and refuse at those accounts serviced by him a minimum of once per week, except where there is a higher volume of garbage or refuse, in which case collection shall be more frequent.

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The CONTRACTOR shall furnish with this application a current statement of financial condition. The statement shall be under oath and in a form acceptable to the CITY.

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terminate this Agreement and Permit, pursuant to Section VI below. The CITY representative may inspect the CONTRACTOR'S operation and equipment at reasonable times and the CONTRACTOR shall permit him to make such inspections without interference. The CONTRACTOR shall supervise his employees to ensure that they perform these services in a courteous, helpful, and lawful manner. The CONTRACTOR shall at all times ensure that the space around those containers used for the depositing of garbage or refuse outside the customer's establishment shall be left free of any garbage or refuse spill occurring during the course of collection.

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If the Commission determines that there exist conditions or circumstances that endanger the health, safety and welfare of the citizens of Callaway, then they can, by majority vote, order an immediate suspension of the Permit. In such circumstances, the revocation hearing shall be expedited, if requested in writing by the permittee.

In the event of the termination of this Agreement and Permit, or in the event the CITY is required to initiate any action to enforce its rights under and by virtue of this Agreement and Permit, the CONTRACTOR hereby agrees and does become liable to the CITY for all costs, fees

and expenses, including, but not limited to, reasonable attorney fees and the cost of investigation incurred by the CITY in any such undertaking regardless of whether or not suit is filed.

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The CONTRACTOR hereby agrees to abide by all applicable Federal, State, County and City laws, ordinances, and regulations.

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The CONTRACTOR shall indemnify, defend, and hold harmless, the CITY from any and all liability, claims, demands, judgments or causes of action against the CITY as a result of any of the operations of the CONTRACTOR. The CONTRACTOR further agrees to make payment of all proper charges for labor, materials, and equipment required in the aforementioned workers' service and to save harmless the CITY, its officers, agents, servants, and employees and each and every one of them, against and from all damages, to which the CITY or any of its officers, agents, servants, or employees may be put by reason of injury to person or property or other damage resulting from the negligence, carelessness and poor performance of said work or service, or through the negligence or any willful act of the CONTRACTOR, his agents or servants, or through improper defective machinery or equipment used by the CONTRACTOR or his agents or servants.

SECTION IX INSURANCE & BOND REQUIREMENTS

The CONTRACTOR shall obtain all insurance required under the ordinances of the CITY and this Agreement. The CONTRACTOR shall at all times maintain in force and effect the policy of automobile and general liability insurance with combined single limits of at least \$250,000.00, which said policy shall by its terms be applicable to the aforesaid indemnification of the CITY and to the public generally. In addition, the CONTRACTOR shall at all times maintain in force and effect a policy of worker's compensation insurance in the statutory legal required amount for all employees.

The CONTRACTOR shall furnish to the CITY satisfactory proof of all such insurance with an insurance company satisfactory and acceptable to the CITY. The policy shall provide that the CITY shall receive ten (10) days prior notice of any cancellation/termination of coverage. Cancellation/termination of coverage shall constitute grounds for immediate suspension/revocation of the permit.

The CONTRACTOR shall furnish a bond with good and sufficient surety on a form approved by the CITY conditioned upon the proper performance of all of its obligations under

the terms of this agreement or the ordinances of the CITY or the laws or regulations of the State of Florida and upon the satisfactory completion of all services to the citizens of the City of Callaway for which the permittee shall be paid in advance. The amount of said bond, fixed by the City Commission for this 36-month period, is \$2,500.00.

SECTION X RATES & REPORTS

The CONTRACTOR shall furnish a listing of maximum rates to be charged. Such rates shall be subject to the approval of the City Commission and may not be increased without prior approval.

The CONTRACTOR shall furnish to the CITY a list of those customer accounts within the CITY to be served by the CONTRACTOR, together with a schedule of collection reflecting the days, frequency, and routes to be utilized in providing services. The CONTRACTOR further agrees to provide revisions of said list each calendar quarter (90 days) or upon request by the CITY to determine the accuracy of such list. Such report shall be provided in the format requested by the City, a copy of which is attached hereto. Failure to submit the report in a timely manner shall constitute grounds for suspension or revocation of the permit. The CONTRACTOR shall not use any route which has not been approved. CONTRACTOR further agrees to furnish such other information and data as may be determined necessary by the CITY.

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The CONTRACTOR further agrees to make all business records available for inspection and audit by the CITY or a party designated on behalf of the CITY to conduct such inspection and audit. In the event any such audit reveals an underpayment to the CITY in excess of one and one quarter percent (1-1/4%), the CONTRACTOR shall bear all costs related to the audit. Any deficiency or underpayment shall immediately become due and payable by the CONTRACTOR. Should the auditor determine that the underpayment was an intentional, willful, or grossly

negligent act on the part of the CONTRACTOR, or their employees, such finding shall constitute grounds for cancellation, suspension, revocation or termination of this Agreement and Permit.

CONTRACTOR hereby chooses to submit payment and reports: (please specify)

☐ Monthly or ☐ Quarterly during the term of this agreement.

SECTION XII NOTICES

Any notice or correspondence required under the terms of this Agreement shall be delivered to the parties at the following addresses:

The City of Callaway
Ashley Robyck
6601 E. Highway 22
Callaway, Florida 32404

PH: 850-215-6694

And

Company: WASTE MANAGEMENT Inc of Florida
Attn: BILL DYER
Address: 6319 E. Highway 22
City/St/Zip: Panama City, FL 32404
PH: () 615-642-1706
E-Mail: WDYER@WM.COM

SECTION XIII ENTIRE AGREEMENT

The terms and provisions herein, together with attachments, constitute the entire agreement between the parties and shall supersede all previous communications, agreements, and proposals between the parties hereto with respect to the subject matter of this Agreement and shall not be modified except in writing by the parties. No permit granted pursuant to the terms of this agreement shall be assigned, except upon approval of a majority of the City Commission.

In the event any portion of this Agreement is found to conflict with any ordinance, law, or regulation, such ordinance, law, or regulation shall prevail and shall in no wise affect the remaining portions of this Agreement.

IN WITNESS HEREOF the parties hereto have caused this Agreement to be executed on the date first written above.

CITY CLERK

CITY OF CALLAWAY, FLORIDA

Attest: _____
Ashley Robyck, City Clerk

By: _____
Eddie Cook, City Manager

CONTRACTOR:

Waste Management Inc of Florida
Business Name

By: [Signature]
Signature

William Fowler Dyer DM
Print Name & Title

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

KEVIN D. OBOS, HAND ARENDALL HARRISON SALE
CITY ATTORNEY

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

DATE: MARCH 25, 2025

ITEM: BUDGET AMENDMENT FOR TETRA TECH PUBLIC ASSISTANCE CHANGE ORDER

1. PLACED ON AGENDA BY:

EDDIE COOK, CITY MANAGER

AND

DAVID SCHULTZ, DIRECTOR OF FINANCE

2. AGENDA:

PRESENTATION ☐

PUBLIC HEARING ☐

OLD BUSINESS ☐

REGULAR ☒

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

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

At the March 11, 2025 Commission meeting a change order to increase the contract for Tetra Tech Public Assistance in the amount of \$32,560.68 was approved for the FY 2025 Budget.

Staff is asking to increase the budget to cover both the cost and the reimbursement in the amount of \$32,561.

Attachment(s):

Budget Amendment
Task/Change Order

5. REQUESTED MOTION/ACTION: Staff requests increase budget to cover both the cost and funding of the Tetra Tech Change Order in the amount of \$32,561.

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

Change Order
Authorization No. 14

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

PROJECT: Preliminary Public Assistance Consulting Services
2018 Hurricane Michael

DURATION OF WORK:
The period of performance is extended through December 31, 2025.

SCOPE OF SERVICES:
No change.

ESTIMATED COST (not to exceed):
The not-to-exceed amount is increased by \$32,560.68 from \$1,087,024.00 to \$1,119,584.68.

All other terms and conditions remain unchanged.

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

APPROVED BY:

CONSULTANT:
TETRA TECH, INC.

CITY:
CITY OF CALLAWAY, FLORIDA


Name: Jonathan Burgie
Title: Business Unit President
Date: February 24, 2025

Name: Eddie Cook
Title: City Manager
Date: _____

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

DATE: MARCH 25, 2025

ITEM: DEVELOPMENT ORDER (DO) APPLICATION – CONSTRUCTION OF COFFEE/BEVERAGE AND PASTRY SHOP
AT 271 N. TYNDALL PARKWAY, CALLAWAY, FL

1. PLACED ON AGENDA BY:

EDDIE COOK – CITY MANAGER

AND

BILL FRYE, DIRECTOR OF PUBLIC WORKS

2. AGENDA:

PRESENTATION	☐
PUBLIC HEARING	☐
OLD BUSINESS	☐
REGULAR	☒

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

N/A

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

Alex Schroth & Phillip Sanntora, P.E. with Northstar Engineering Services have submitted application to construct a drive-thru Coffee Shop. The Public Works Department and Fire Department have reviewed the plans for the project and have no outstanding issues or concerns. The Planning Department has found that the plans meet the requirements of LDR and Comprehensive Plan.

The Planning Board reviewed the Development Order on March 18, 2025, and recommended approval in accordance with the plans dated March 7, 2025.

ATTACHMENTS:

- Development Order Application
- Warranty Deed
- Letter of Authorization
- Engineered Plans dated March 7, 2025

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

Date received: _____



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

COMMERCIAL DEVELOPMENT ORDER APPLICATION

A. APPLICANT INFORMATION (Please print or type)

1. Name of applicant: Alex Schroth
2. The applicant is the A) Property owner _____ or B) Authorized agent X
(If the applicant is an agent, attach a signed statement from the property owner granting permission for the agent to obtain any necessary permits.)
3. Applicant address: 1021 Grace Ave, Panama City, FL 32401
4. Applicant telephone: (850) 250-0143 Email: alexs@northstarengineering.com
5. Name of project contact: Shannon Maddox
6. Project contact address: 1396 Highway 71, Marianna, FL 32448
7. Contact telephone: (850) 372-3627 Email: shannon.maddox@maddoxms.com
8. Name of person or firm the development order is to be issued to (If not same as the applicant):
Hot & Cold Investments LLC
Address of recipient: 1396 Highway 71, Marianna, FL 32448
9. Review fee amount (Please attach check made payable to City of Callaway)
 - Development Order Review \$500.00* \$500
 - Deviation from Site Plan \$500.00* \$

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

B. PROJECT INFORMATION

1. Project name: Tyndall Parkway Coffee Shop
2. Proposed use of site (in acres) 0.54
3. Number of buildings / sq. ft.: 1/ 600
4. Proposed intensity in impervious surface ratio: 0.64
5. Are proposed roads, easements, stormwater facilities, and/or on-site utilities to be private or dedicated to the city? dedicated to the city X private combination (attach explanation)
6. Is this project part of an **existing** multi-phase development? X No Yes; this project is part of
7. Is this project the start of a **new** multi-phase project? X No Yes; this is a multi-phase project anticipated to be developed in phases. This application is for phase(s)
8. Has the city previously issued any development orders for the subject parcel? No X Yes
If yes, what is status of current development order? Never constructed, property sold
9. Height of tallest building above grade: 22' 2"
10. Is this waterfront property X No Yes
If yes, to which waterbody is this property adjacent?

C. DEVELOPMENT SITE INFORMATION

1. Current use of site (in acres): Vacant Commercial (0.54 AC)
2. Address of site: 271 N Tyndall Parkway, Callaway, FL 32404
3. Property appraiser's parcel ID#(s) 24460-000-000

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

4. Size of property: 23632 square feet 0.54 acres
5. Name(s) of adjacent street(s):
North- South-
East- North Tyndall Parkway West-

D. SITE LAND USE DESIGNATIONS

1. Future Land Use Map Designation: Mixed Use
2. Future Land Use Map Designation of adjacent parcels:
North- Mixed Use South- Mixed Use
East- Mixed Use (across street) West- Mixed Use
3. Is subject property in an overlay(s): X Yes No If yes, please specify
Sub District #1 - Town Center
4. Subject property's zoning district(s) COM-1
5. Zoning districts of adjacent parcels:
North- COM-1 South- R-6M
East- COM-1 West- COM-1

E. SITE UTILITIES (Check all applicable services)

1. Water system
available capacity: _____
Demand created by proposed development: 480 GPD
2. Sewer system
available capacity: _____
Demand created by proposed development: 480 GPD

F. TRAFFIC IMPACTS

Appendix A contains information on Transportation Impact Fees.

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

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

G. SITE ENVIRONMENTAL INFORMATION (Check all that apply)

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

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

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

H. REQUIRED PERMITS (Check all that apply)

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

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

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

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

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

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

Alex Schroth
Owner's or authorized agent's signature

3/7/2025
Date

Alex Schroth
(Please print or type name)

ENGINEER'S CERTIFICATION

I, Phillip Santora, certify that I have reviewed and intend to comply with the City of Callaway's Land Development Regulations

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

	Non-Compliance Item	Relevant Code Section	Reason(s)
1	Land Use	Section 15.532.1 (1) Section 15.532.1 (2)	Approved by City Commission February 25th, 2025
2			
3			
4			
5			

(Attach extra sheets if necessary)

Variances will be Approved or Disapproved by the city.

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

I, Phillip Santora, am fully aware of the information required to submit and request a complete development review.

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

Certified by: **Phillip E
Santora**

Digitally signed by Phillip
E Santora
Date: 2025.03.07 16:30:35
-06'00'

Company Name and Address:
Northstar Engineering Services
1021 Grace Ave, Panama City, FL
32401

Date: 3/7/2025
Name: Phillip Santora
Title: President
Telephone: (850) 250-0143
P.E. Registration No. 53698

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

It is hereby understood by and between the City of Callaway and Alex Schroth, the Developer/Authorized Agent of Shannon Maddox that all developments receiving water and sewer services from the City will comply with the following provisions:

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

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

Shannon Maddox
Developer (Print)

Hot & Cold Investments LLC
Company (Print)

Alex Schroth
Authorized Agent (Print)

3/7/2025
Date

3/7/2025
Date
Alex Schroth
Signature

COMMERCIAL DEVELOPMENT ORDER CHECKLIST

The following items must be submitted with application packet.

- | | | |
|----|--|----------------------------|
| 1. | Application checklist | <u>X</u> |
| 2. | Development order application
(Please note: if applicant is an authorized agent, attach a signed statement from the property owner(s) granting permission for the agent to obtain any necessary permits.) | <u>X</u> |
| 3. | Development order review fee (\$500) | <u>X</u> |
| 4. | Copy of deed | <u>X</u> |
| 5. | Drainage calculations | <u>X</u> |
| 6. | Plans (5 copies) | |
| | a) Aerial | <u>X</u> |
| | b) Survey/tree survey
(Showing all existing topography, man made features and easements) | <u>X</u> |
| | c) Landscape plan
(Showing open spaces and buffers) | <u>X</u> |
| | d) External public/private lighting | <u>Provided Separately</u> |
| | e) Site plan
(Must include location and arrangement of all proposed and existing buildings and structures, including floor area, square footage, height, setbacks, building separation, and parking requirements) | <u>X</u> |
| | f) Erosion and sedimentation control/waste control plan and clearing plan | <u>X</u> |
| | g) Site grading/drainage plan | <u>X</u> |
| | h) Utility plans | <u>X</u> |
| | i) Plan and profiles | <u>N/A</u> |
| | j) Construction details | <u>X</u> |
| | k) Signage
(If a multi-tenant commercial project) | <u>N/A</u> |
| 7. | Rendering(s) of Building(s) | <u>X</u> |
| 8. | Transportation Impact Fee Info | <u>X</u> |

9 Jurisdictional permits

(Attach copies of each application applied for)

- | | |
|--|-------------------|
| a) FDEP/NWFWM Stormwater Permit | <u> X </u> |
| b) FDEP Wastewater Permit | <u> </u> |
| c) FDEP Water Main Ext. Permit | <u> </u> |
| d) NPDES Environmental Resource Permit | <u> </u> |
| e) NPDES Construction Generic Permit | <u> </u> |
| f) FDOT Driveway Connection | <u> X </u> |
| g) FDOT Drainage Connection | <u> X </u> |
| h) Bay County Access/Drainage | <u> </u> |
| i) Other <u> </u> | <u> </u> |

* Application review will not begin until all the above items have been submitted to the Planning Department

Prepared by and return to:

BURKE BLUE HUTCHISON SMITH ZIMMERMAN BURKE & MASTERS, P.A.

16215 Panama City Beach Parkway

Panama City Beach, FL 32413

(850) 236-4444

File No 2024-197

Based on: \$450,000.00

Documentary Stamps Collected: \$3,150.00

Parcel Identification No. 24460-000-000

(Space Above This Line For Recording Data)

WARRANTY DEED

(STATUTORY FORM - SECTION 689.02, F.S.)

This indenture made the 24th day of January, 2025 between Johnny Bunch and Judy Bunch, husband and wife, whose post office address is 2312 Transmitter Road, Panama City, FL 32404, Grantors, to Hot & Cold Investments, LLC, a Florida limited liability company, whose post office address is 4380 Lafayette Street, Marianna, FL 32446, Grantee:

Witnesseth, that said Grantors, for and in consideration of the sum of TEN DOLLARS (U.S.\$10.00) and other good and valuable considerations to said Grantors in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Bay, Florida, to-wit:

HISTORICAL LEGAL: THE EAST 1/2 OF THE EAST 1/2 OF LOT 65 OF THE ST. ANDREWS BAY DEVELOPMENT COMPANY'S PLAT OF SECTION 12, TOWNSHIP 4 SOUTH, RANGE 14 WEST, AS PER PLAT RECORDED IN PLAT BOOK 6, PAGE 24 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCELS: A PARCEL FRONTING 130 FEET ON STATE ROAD 22 AND 140 FEET ON U.S. HIGHWAY 98, SAID PARCEL LYING IN THE SOUTHWEST CORNER OF THE INTERSECTION OF U.S. HIGHWAY 98 AND STATE ROAD 22 AND BEING A PART OF THE EAST 1/2 OF THE EAST 1/2 OF LOT 65, ACCORDING TO PLAT OF ST. ANDREWS BAY DEVELOPMENT COMPANY OF SECTION 12, TOWNSHIP 4 SOUTH, RANGE 14 WEST, ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF BAY COUNTY, FLORIDA.

ALSO LESS AND EXCEPT: CONVEYANCES TO THE STATE OF FLORIDA RECORDED IN DEED BOOK 230, PAGE 21 AND OFFICIAL RECORDS BOOK 320, PAGE 713.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A LOT OR PARCEL OF LAND BEING LOCATED IN THE CITY OF CALLAWAY, BAY COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF LOT 65 OF THE ST. ANDREWS BAY DEVELOPMENT COMPANY'S SUBDIVISION OF SECTION 12 AS FOUND RECORDED IN THE OFFICE OF THE CLERK OF COURT OF BAY COUNTY, FLORIDA, IN PLAT BOOK 6, PAGE 24 WITH THE WEST RIGHT OF WAY (R/W) OF NORTH TYNDALL PARKWAY (R/W VARIES) AS MARKED BY A CAPPED PIN STAMPED DRAGON LB7431; THENCE ALONG SAID SOUTH LINE BEARING N 89°21'30" W A DISTANCE OF 118.03 FT TO A CAPPED PIN STAMPED LB7858; THENCE DEPART SAID SOUTH LINE BEARING N 00°45'48" E A DISTANCE OF 182.84 FT TO A CAPPED PIN STAMPED B&H LB2372; THENCE S 89°13'21" E A DISTANCE OF 129.93 FT TO SAID WEST R/W AS MARKED BY A 1" PIPE; THENCE ALONG SAID WEST R/W BEARING S 00°42'24" W A DISTANCE OF 172.51 FT TO A

CAPPED PIN STAMPED LB7858; THENCE ALONG SAID WEST R/W BEARING N 89°28'08" W A DISTANCE OF 12.08 FT TO A CAPPED PIN STAMPED LB7858; THENCE ALONG SAID WEST R/W BEARING S 00°42'17" W A DISTANCE OF 10.00 FT TO THE POINT OF BEGINNING. SAID PARCEL BEING LOCATED IN THE CITY OF CALLOWAY, BAY COUNTY, FLORIDA, IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 4 SOUTH, RANGE 14 WEST.

Grantors warrant that at the time of this conveyance, the subject property is not the Grantors' homestead within the meaning set forth in the constitution of the State of Florida, nor is it contiguous to or a part of a homestead property.

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

Subject to taxes for 2025 and subsequent years, not yet due and payable; covenants, restrictions, easements, reservations and limitations of record, if any.

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

And Grantors hereby covenant with the Grantee that the Grantors are lawfully seized of said land in fee simple, that Grantors have good right and lawful authority to sell and convey said land and that the Grantors hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, Grantors have hereunto set Grantors' hand and seal the day and year first above written.
Signed, sealed and delivered in our presence:

Johnny Bunch
Johnny Bunch
Judy Bunch
Judy Bunch

Raylene Margo Lavender
WITNESS
Raylene Margo Lavender
PRINTED NAME

Timothy Carroll
WITNESS
TIMOTHY CARROLL
PRINTED NAME

16215 Panama City Beach Parkway
Panama City Beach, FL 32413
WITNESS ADDRESS

3009 Hwy 77, Ste H, Panama
City 32405
WITNESS ADDRESS

STATE OF FLORIDA
COUNTY OF BAY

The foregoing instrument was acknowledged before me by means of (X) physical presence or ()
online notarization this 29 day of January, 2025, by Johnny Bunch and Judy Bunch.

Raylene Margo Lavender
Signature of Notary Public
Raylene Margo Lavender
Print, Type/Stamp Name of Notary



Personally Known: _____ OR Produced Identification: ✓
Type of Identification
Produced: Florida Drivers Licenses

Hot & Cold Investments LLC
1396 Highway 71
Marianna, FL 32448

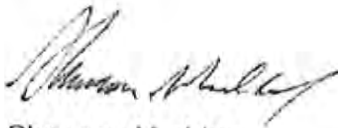
March 7, 2025

To Whom It May Concern:

Please let this letter serve as a notice to allow Northstar Engineering Services to act as our agent on the property in Callaway, FL with the address of 271 N Tyndall Parkway, Callaway, FL 32404.

If you have any questions, please contact Shannon Maddox with Hot & Cold Investments LLC by phone at (850) 372-3627 or shannon.maddox@maddoxms.com

Sincerely,

A handwritten signature in cursive script, appearing to read "Shannon Maddox".

Shannon Maddox
Hot & Cold Investments LLC

SITE CONSTRUCTION PLANS FOR **TYNDALL PARKWAY COFFEE SHOP**

CALLAWAY, FLORIDA

MARCH 2025

INDEX TO SHEETS

COVER SHEET/INDEX	1
GENERAL NOTES	2
EXISTING CONDITIONS PLAN	3
LAYOUT PLAN	4
GRADING & DRAINAGE PLAN	5
EROSION CONTROL PLAN	6
UTILITIES PLAN	7
LANDSCAPING PLAN	8
CONSTRUCTION DETAILS	9-11

PROJECT LOCATION



VICINITY MAP

NOT TO SCALE

OWNER/DEVELOPER
SHANNON MADDOX
1396 HIGHWAY 71
MARIANNA, FL 32448

PROJECT NO. FL 0040-24



1001 GRACE AVE. PANAMA CITY, FLORIDA 32408
(P) 334.673.1895
(F) 334.673.1846

THIS ITEM HAS BEEN DIGITALLY SIGNED AND
SEALED BY PHILLIP E. SANTORA P.E. ON THE DATE
ADJACENT TO THE SEAL.

Phillip E Santora
Senior

Date: 2025.03.07 16:28:59 -0600

PRINTED COPIES OF THIS DOCUMENT ARE NOT
CONSIDERED SIGNED AND SEALED AND THE
SIGNATURE HAS NOT BEEN VERIFIED ON ANY
ELECTRONIC COPIES.



[illegible]

- [illegible]

1. AN IMPACT GRADING PLAN FOR CONCRETE OR CONCRETE FROM CONSTRUCTION SHALL BE SUBMITTED TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP).
2. SHALL BE OBTAINED BY THE OWNER PRIOR TO ANY CONSTRUCTION OR LAND DISTURBANCE.
3. TYPES OF ALL ENVIRONMENTAL PERMITS SHALL BE POSTED ON-SITE AND A SIGN SHALL BE INSTALLED OUTSIDE.
4. A STORMWATER FLOWLINE PREVENTION PLAN (SWPPP) SHALL BE PREPARED BY THE PROJECT ENGINEER AND A COPY OF THE SWPPP SHALL BE KEPT ON-SITE DURING CONSTRUCTION.
5. EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED IN ACCORDANCE WITH THE FLORIDA EROSION CONTROL AND SEDIMENT CONTROL MANUAL AND AS PER MANUFACTURER'S RECOMMENDATIONS.
6. SEDIMENT CONTROL MEASURES SHALL BE INSTALLED AT THE BEGINNING OF THE GRADING AS SOON AS PRACTICAL. THESE REVERSED SHALL RECORD PROGRESS AND MAINTENANCE AND TOPSOIL AND SHALL REMAIN IN PLACE AND FUNCTIONAL UNTIL SITE HAS BEEN ADEQUATELY STABILIZED WITH VEGETATION, BERM BODIOUS AND SEDIMENT CONTROL MEASURES SUBMITTED IN THESE DRAWINGS SHALL BE CONSIDERED MINIMUM REQUIREMENTS, AND ADDITIONAL MEASURES COULD BE REQUIRED TO PREVENT OR CONTROL WEARERS, CONSTRUCTION METHODS, ETC.
7. EFFECTS OF EROSION AND SEDIMENT CONTROL MEASURES SHALL BE DONE AT LEAST EVERY SEVEN (7) DAYS AND WITHIN 24 HOURS OF A STORM EVENT THAT EXCEEDS 0.5 INCHES OF RAINFALL.
8. CONSTRUCTION SHALL MAINTAIN A LOG OF ALL PERIODS OF WEATHER-RELATED CONSTRUCTION.
9. THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION SHALL BE NOTIFIED BY A WRITTEN INSPECTION THAT HAS SUCCESSFULLY COMPLETED THE FLORIDA PERMITS, EROSION, AND SEDIMENTATION CONTROL INSPECTION. COPIES OF THE INSPECTION REPORTS SHALL BE KEPT ON-SITE AT THE TEMPORARY CONSTRUCTION OFFICE AND SHALL BE AVAILABLE FOR REVIEW BY FDEP PERSONNEL.
10. INSPECTIONS OF THE EROSION AND SEDIMENT CONTROL PLAN CAN BE DONE BY THE PROJECT ENGINEER.
11. THE PROJECT ENGINEER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF EROSION AND SEDIMENT CONTROL MEASURES UNTIL THE PROJECT IS COMPLETED BY RESTORING TO ORIGINAL OR BETTER CONDITION.
12. MAINTAIN STABILIZATION BY RESTORING GRASSLAND LINES TO ADEQUATE CONSTRUCTION/GRADING UNITS.
13. PROVIDE AND MAINTAIN A 100 FOOT NATURAL, PERMANENT BUFFER AROUND SURFACE WATERS.
14. INSTALL SLOPED (NATURAL) CHANNEL FILL AT CONSTRUCTION TERMINATION POINTS TO REDUCE WET-SITE VEHICLE TRACKING.
15. INSTALL SLOPED WET-SITE OF THE DIRT OF BURIES OR PERIMETER OF CONSTRUCTION AREAS PRIOR TO EARTHWORK.
16. PROVIDE SLOPED PROTECTION DURING ALL PHASES OF CONSTRUCTION TO PREVENT PROTECTION ON "BUT DAMPS" BODIES FOR EXHAUSTED DRAIN PROTECTION, INITIAL BLOCK AND BUILT-UPON AREAS.
17. ALL EXISTING AREAS AND SURFACES MUST PROTECT CURRENTLY UNDERSOILS GRADING/CONSTRUCTION FOR A PERIOD GREATER THAN 7 DAYS SHALL BE STABILIZED WITH TOPSOIL OR PERMANENT VEGETATION. ALL EXISTING AREAS THAT HAVE BEEN GRABBED AND NOT RECOVERED PERMANENT OR OTHER PERMANENT IMPROVEMENTS.
18. PROTECT ALL AREAS THAT ARE NOT TO BE RECOVERED FROM SITE. DO NOT PAVE VEHICLES, CONSTRUCTION EQUIPMENT, OR STOCKPILE MATERIALS WITHIN 500 FEET OF WATERS.
19. MAINTAIN THE GRASSLAND OF DIRT THROUGH THE APPROPRIATE APPLICATION OF WATER OR OTHER DIRT SUPPRESSION TECHNIQUES.
20. VARIATIONS FROM METHOD OF CONCRETE, MIXTURE OF EQUIPMENT SHALL BE PROPERLY APPROVED. A CONCRETE WATERSHED PLAN SHALL BE SUBMITTED TO THE FDEP.
21. CONSTRUCTION SHALL MAINTAIN A LOG OF ALL PERIODS OF WEATHER-RELATED CONSTRUCTION.
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PROJECT DEVELOPER/OWNER
SHANNON MADDOX
1396 HIGHWAY 71
MARIANNA, FL
32446

CONCLUSIONS

WAICB
CITY OF CALLAWAY UTILITIES
6501 E. HWY. 22
CALLAWAY, FL 32624
(850) 674-1033

ELECTRIC
FLORIDA POWER & LIGHT CO.
1230 N. 5TH ST.
PANAMA CITY, FL 32405
(904) 835-5797

CALL before you dig.
511 or 1-800-452-4770
or visit
www.callsunshine.com

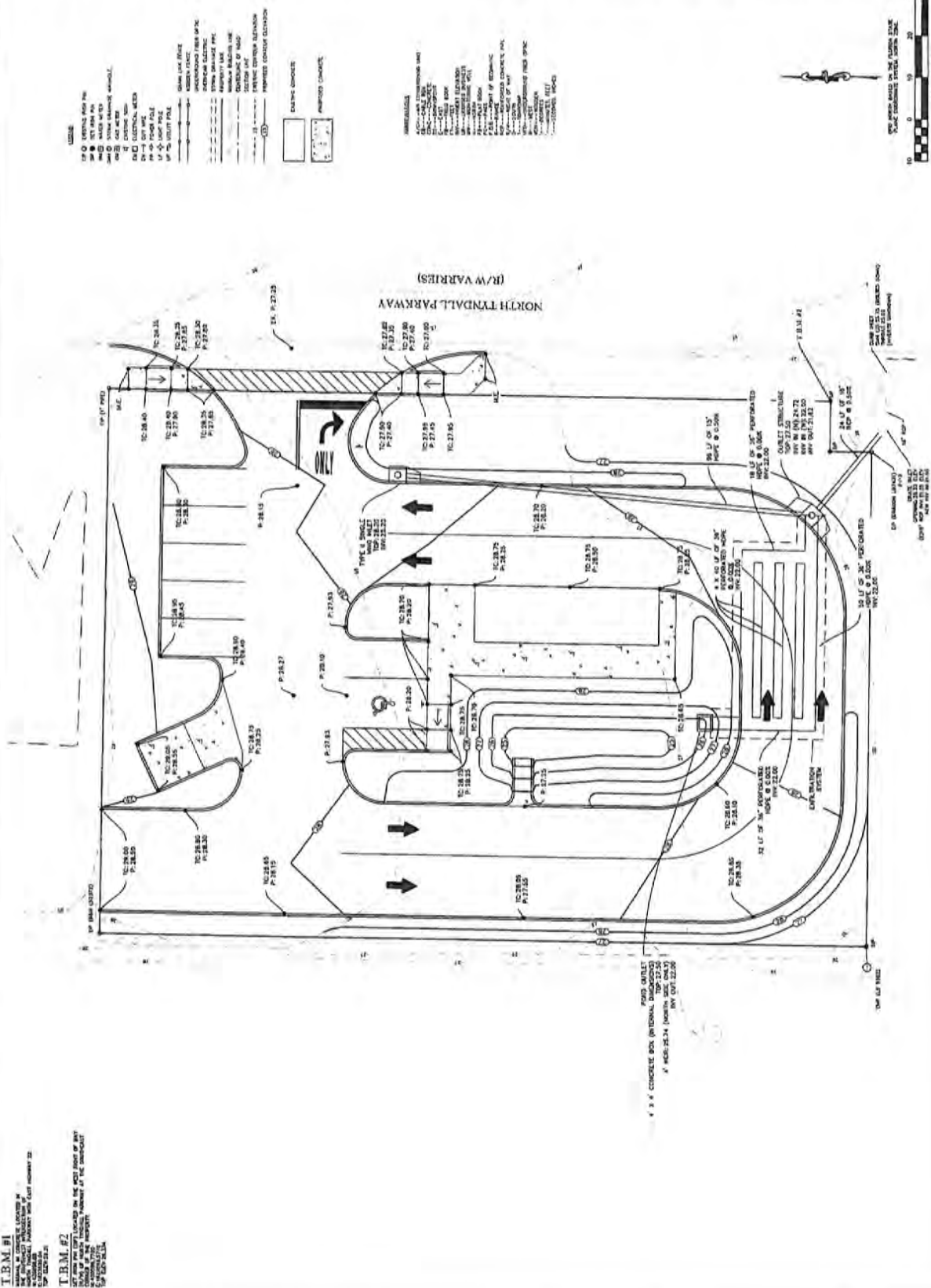


GENERAL NOTES
BAY COUNTY, FLORIDA
PINNAT PARKWAY GOLF SHOP



AL CLINT. OF ALBANY.
CA-18962E, CA-283118

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T.B.M. =

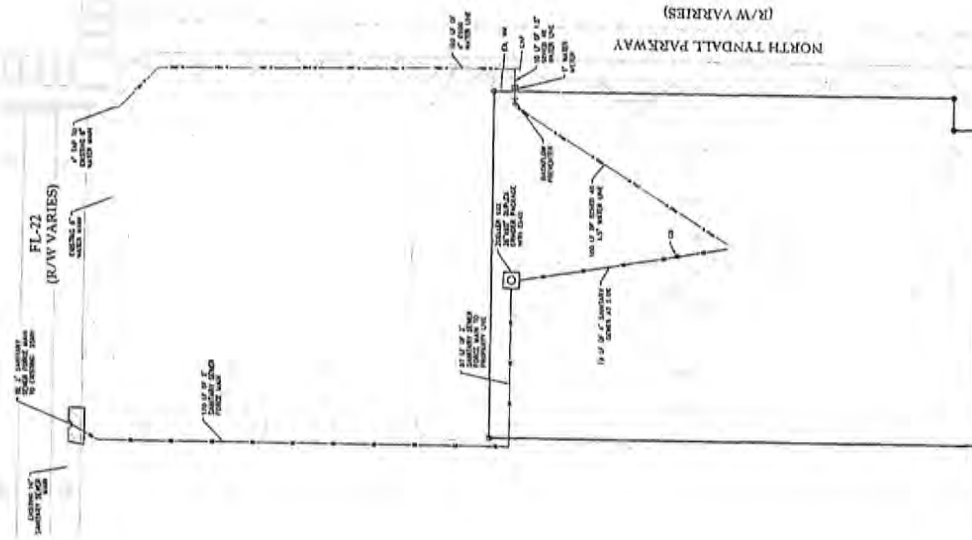
WILKINSON, MI CONCRETE LOCATED IN
THE IMMEDIATE VICINITY OF
NORTH HAVEN, PARKWAY WITH EAST HIGHWAY 22
E 13099.00
E 13099.00
E 13099.00

T.R.M.#2
LOT 2000 PM (C) LOCATED ON THE WEST FRONT OF BAY
VIEW RD. IN HAZEL TRAIL PARKWAY AT THE DOWNGRADE
CORNER OF THE PROPERTY.
APPROXIMATELY 6 ACRES.
FOR INFO CALL

T.B.M.#1
MAGNOLIA IN CONCRETE LOCATED IN
S-E QUARTER SECTION 36
NORTH TOWNSHIP, PARISH WITH EAST HIGHWAY 22.
C. 20000 10
C. 20000 10
C. 20000 10

T.B.M. #2
 367 MIAMI PIN (CSP) LOCATED ON THE WEST RIGHT OF WAY
 1/4 MI. OF NORTH TONGUE PARKWAY AT THE SOUTHWEST
 CORNER OF THE PROPERTY.
 N-120518, 17943
 C-1021843, 1775
 DP-1176 28, 134

NOTE:
CONTRACTOR TO FIELD VERIFY UNDERGROUND
FIBER OPTIC CABLE AND WILL RETAIN AND
PROTECT THROUGHOUT CONSTRUCTION.



2007

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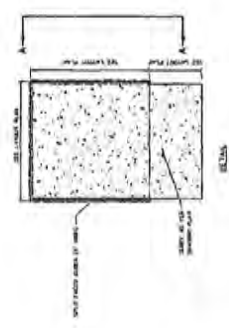
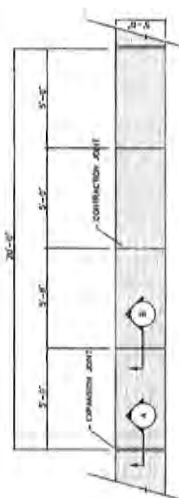
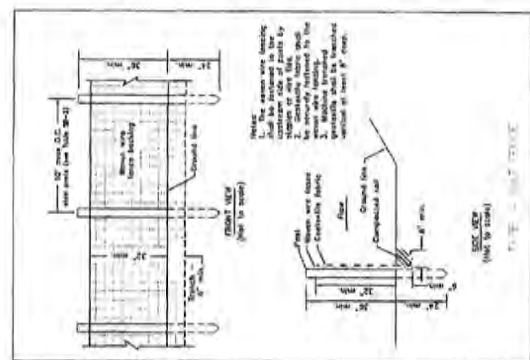
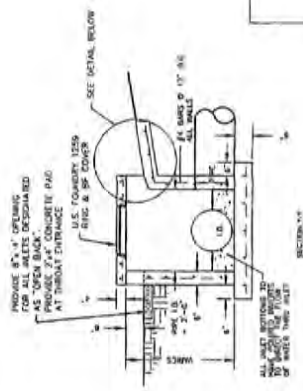
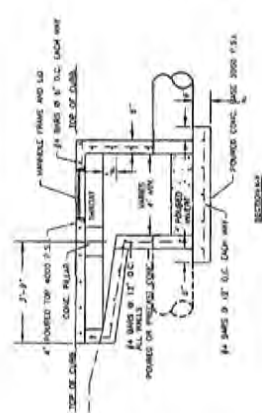
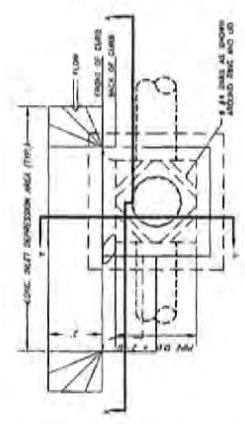
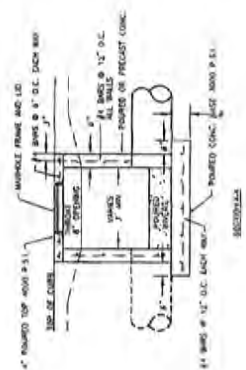
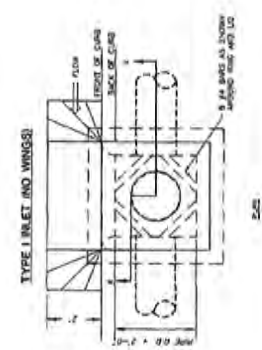
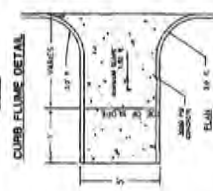
SITE CONSTRUCTION PLANS FOR
TYNDAL PARKWAY GARAGE SHOP
HAY COUNTY, FLORIDA
UTLIFE PLAN

NRTHSTAR
ENGINEERING SERVICES

AL. CERT. OF AUTH.
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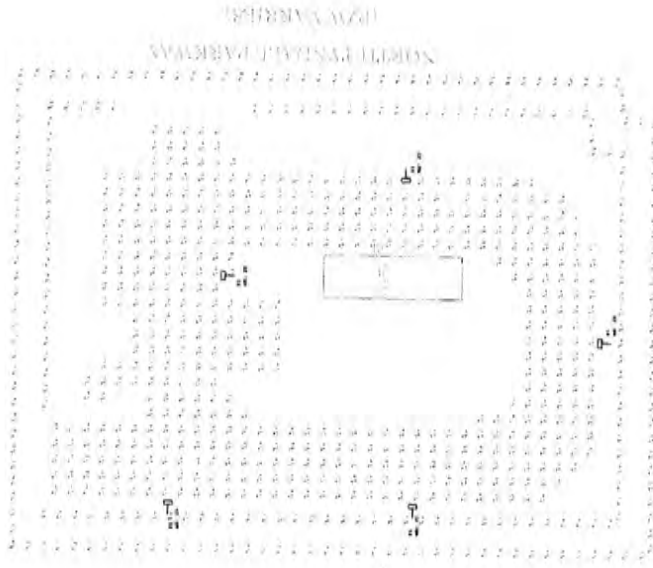
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479

COFFEE SHOP TYNDALL PKWY

25BM-JA-Tyndall Pkwy Coffee Shop-Site-A-0311.AGI	
DWG-3/1/0025	
Drawn By: Jason Austin	
SHEET NO.	
SHEET TOTAL	
DATE	
REVISIONS	



Calculation	Quantity	Unit	Area	Perimeter	Volume	Weight	Cost
Asphalt	1000	Sq Yd	1000	1000	1000	1000	1000
Gravel	1000	Sq Yd	1000	1000	1000	1000	1000
Concrete	1000	Sq Yd	1000	1000	1000	1000	1000
Foundation	1000	Sq Yd	1000	1000	1000	1000	1000
Roofing	1000	Sq Yd	1000	1000	1000	1000	1000
Interior	1000	Sq Yd	1000	1000	1000	1000	1000
Exterior	1000	Sq Yd	1000	1000	1000	1000	1000
Landscaping	1000	Sq Yd	1000	1000	1000	1000	1000
Other	1000	Sq Yd	1000	1000	1000	1000	1000
Total	1000	Sq Yd	1000	1000	1000	1000	1000



A NEW LOCATION FOR
NORTH BEACH
3215 TYPICAL PARKWAY
PANAMA CITYFLORIDA

11

Author's address: Department of Psychology, University of Cambridge, 18a Avenue Road, Cambridge CB3 9ET, UK. E-mail: ajm22@cam.ac.uk

DECEMBER 13, 2010

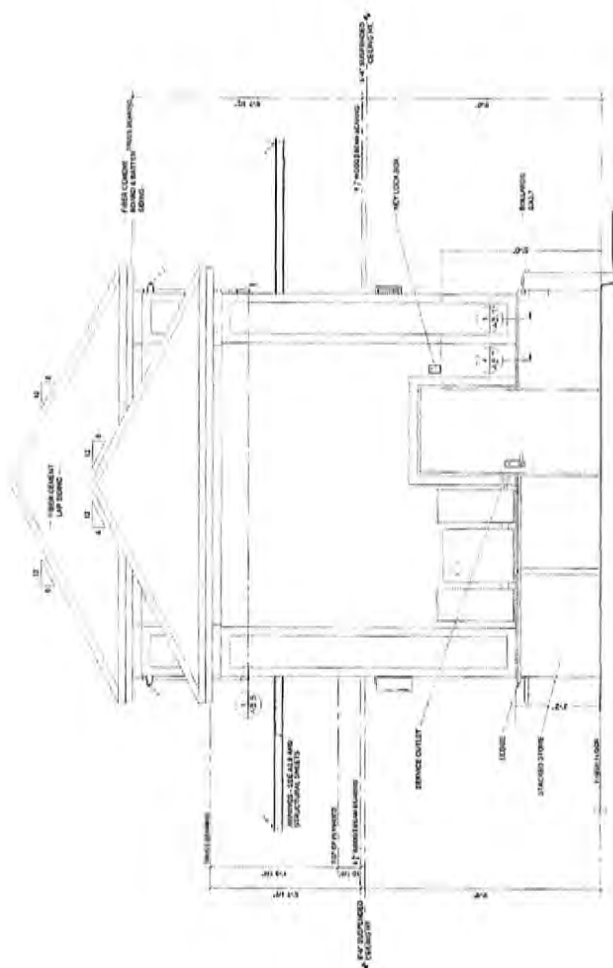
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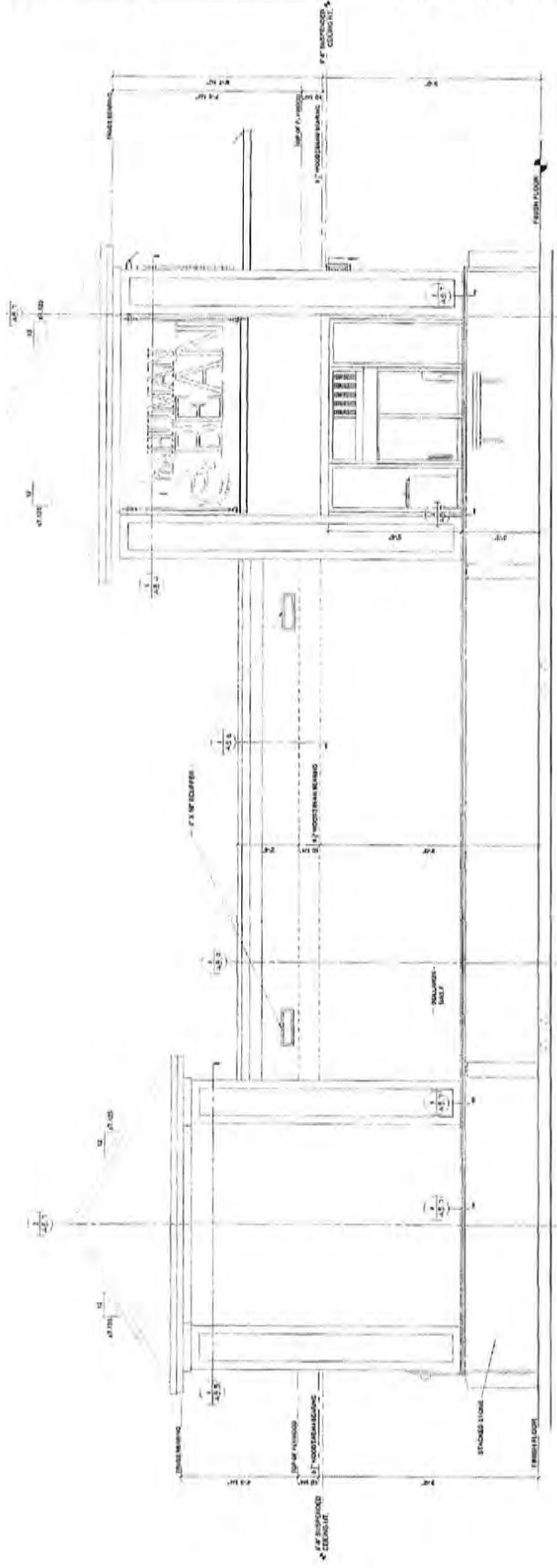
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NEAR ELEVATION -
SLOPED

A2.2
5 OF 21



NORTHEAST ELEVATION
SCALE 1/8" = 1'-0"



NORTHWEST ELEVATION
SCALE: 1/2"=1'-0"



PARISH
ARCHITECTURE
ARCHITECTURE PLANNING
101 Commercial Circle, Suite 100
Tampa, Florida 33602
813.241.1111

A NEW LOCATION FOR
STAN
271 N. TYPICAL PARKWAY
TAMPA, FLORIDA 33602

DATE: 11/11/2011
PROJECT: STAN

PROJECT NO: 11111

PROJECT NO: 11111

PROJECT NO: 11111

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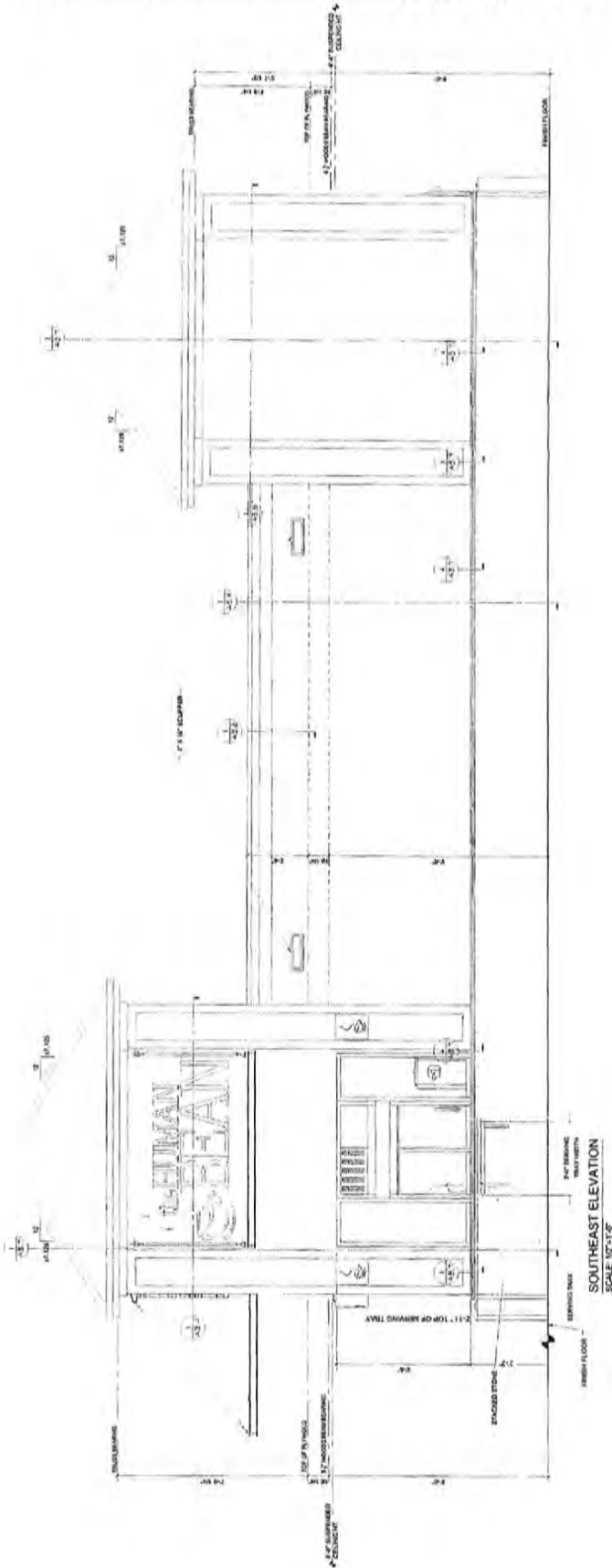
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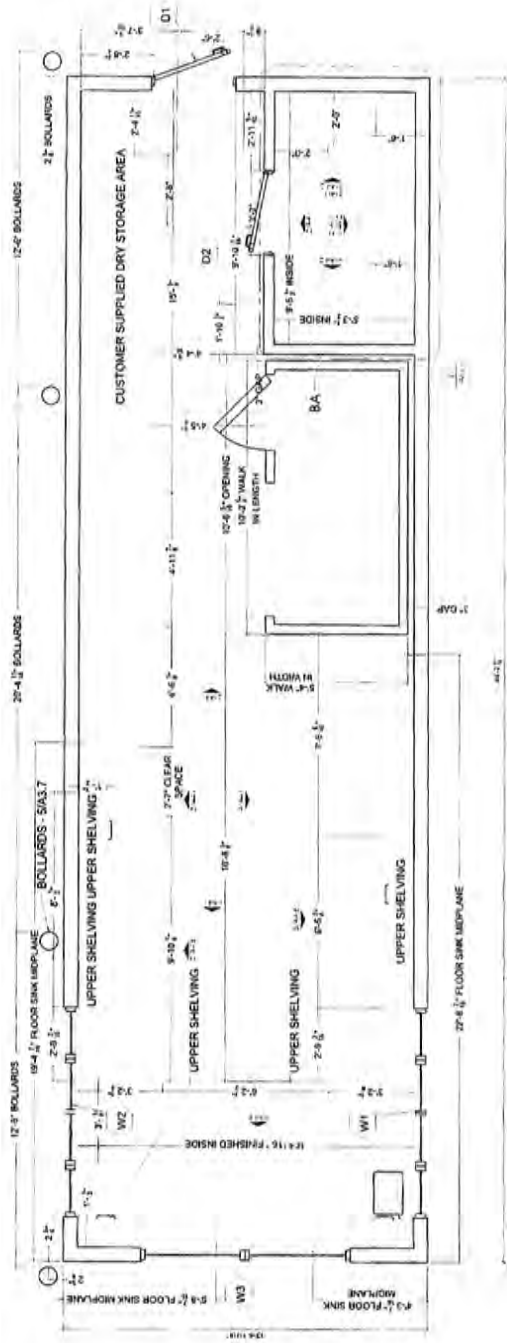
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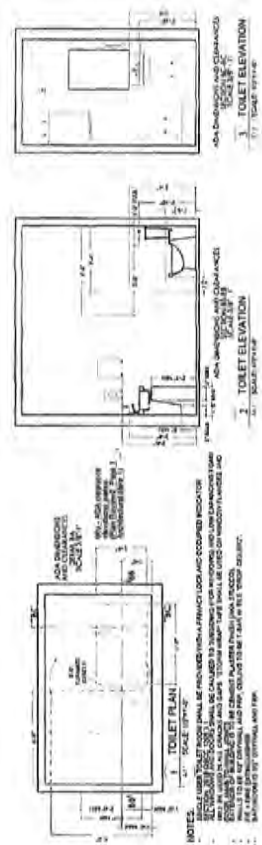


W1 DOOR / WINDOW NUMBER ON DOOR AND WIND

[illegible]

DOOR AND WINDOW NOTES:

1. WALK UP WINDOW LOCATION - IF BUILDING IS A DOUBLE SIDED DRIVE THRU, REPLACE LEFT PANE OF FRONT WALL WINDOW WITH READY ACCESS 600 SERIES WINDOW FOR WALK UP CUSTOMERS.
2. DRIVE THRU WINDOW SPECS - USE READY ACCESS 600 SERIES WINDOW, BLACK FRAME. INCLUDE AIR CURTAINS ABOVE SERVICE WINDOWS WHEN REQUIRED BY LOCAL CODE



NOTE:
SEE STRUCTURAL PLANS FOR MEMBER SIZES, THICKNESSES,
SPACING, SPANS, CONNECTIONS, MATERIAL TYPES, ETC. FOR ALL
STRUCTURAL ELEMENTS REQUIRED FOR THE CONSTRUCTION OF
THIS BUILDING.

**CITY OF CALLAWAY
PLANNING DEPARTMENT
STAFF SUMMARY**

PETITION FOR VOLUNTARY ANNEXATION APPLICATION – PARCEL ID NO. 06006-030-000

Date: March 18, 2025

Applicant: Insite Land Development FG1 Inc.

Location of Subject Property: 760 N Fox Ave
(Parcel No. 06006-030-000)

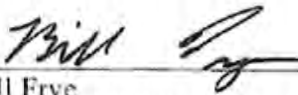
Background:

The proposed annexation is a vacant parcel along N Fox Ave just north of Pittsburgh St. The applicant is requesting voluntary annexation. This will be a continuation of the Fox Glenn subdivision, phase 2.

Findings:

The property is approximately 8.47 acres.

The Callaway Planning Department has reviewed this Voluntary Annexation Application and has found the property is contiguous with the City. The interlocal agreement, Ord. # 1089 (attached) between the City of Callaway and Bay County allows this to be a legal annexation.



Bill Frye
Director of Public Works & Planning

Enclosures: Petition for Voluntary Annexation
Deed
Survey
Vicinity Map
Ord. # 1089 Interlocal agreement



ng

apb

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