



CITY OF CALLAWAY BOARD OF COMMISSIONERS

TUESDAY, SEPTEMBER 9, 2025 – 6:00 P.M.
CALLAWAY ARTS & CONFERENCE CENTER
500 CALLAWAY PARK WAY
CALLAWAY, FL 32404

MAYOR

PAMN HENDERSON

COMMISSIONERS

DAVID GRIGGS

BOB PELLETIER

KENNETH AYERS, JR.

KEVIN OBOS, CITY ATTORNEY

KEITH "EDDIE" COOK, CITY MANAGER

ASHLEY ROBYCK, CITY CLERK

REGULAR MEETING AGENDA

CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATION

- | | | |
|-----------------------|-------------------------|---------------------|
| • Presentation | BCSO Statistics- August | Deputy Kip McKenzie |
| • Presentation | Yard of the Month | 6818 Omoko Street |
| • Proclamation | Constitution Week | |

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

- | | |
|----------------------------|--------------------------------|
| • August 26, 2025 | Regular Meeting |
| • September 4, 2025 | 1 st Budget Hearing |

PUBLIC HEARING

REGULAR AGENDA

- | | |
|--------------------------------|---|
| 1. Ordinance 1130 | Rezoning Parcel ID 07261-000-010 |
| 2. Resolution 25-20 | State Appropriations – S. Gay & Beulah Ave |
| 3. Land Purchase | Property near Brittany Woods |
| 4. Task Order Amendment | 14 Lift Stations Rehabilitation - Structural ESDC |

COMMISSION/STAFF COMMENTS

ANNOUNCEMENTS

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

- | | | |
|-----------------------------|---|------------------|
| • September 16, 2025 | Planning Board Meeting (Potential) | 6:00 p.m. |
| • September 18, 2025 | Final Budget Hearing | 5:01 p.m. |
| • September 18, 2025 | Historical Society Meeting | 5:30 p.m. |
| • September 23, 2025 | Commission Meeting | 6:00 p.m. |

PUBLIC PARTICIPATION

ADJOURNMENT



Ashley Robyck, City Clerk

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

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



MONTHLY ACTIVITY LIST

August 2025

Accidents:	32	Citations:	139
Arrests:	47	Miles Patrolled:	21,921
Calls for Service:	1,174	Traffic Stops:	253

2025 ANNUAL TOTALS

	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	12-Month	
													Annual Totals	Monthly Average
Accidents	33	19	33	33	46	41	39	32					276	35
Arrests	40	41	45	52	51	37	51	47					364	46
Calls for Service	932	929	1,135	1,130	1,077	957	1,152	1,174					8,486	1,061
Citations	81	70	139	97	90	86	122	139					824	103
Miles Patrolled	22,796	17,963	24,461	32,159	23,845	24,285	24,765	21,921					192,195	24,024
Traffic Stops	126	102	206	185	140	134	194	253					1,340	168

February Stats are not accurate due to the installation of a new computer program

CITY OF CALLAWAY



YARD OF THE MONTH

The City Commission for the City of Callaway, Florida, recognizes and honors

Willie Joe Melvin

for improvements and beautification to their property, with the
“Yard of the Month” Award for September 2025.

PRESENTED THIS 9TH DAY OF SEPTEMBER 2025.

MAYOR

CITY MANAGER



City of Callaway

Proclamation

Whereas, the Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law; and

Whereas, September 17, 2025, marks the two hundred thirty-eighth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

Whereas, it is fitting and proper to officially recognize this magnificent document and the anniversary of its creation, as well as the patriotic celebrations which will commemorate the occasion; and

Whereas, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17th through September 23rd as Constitution Week.

Now, Therefore, I, Pamn Henderson, by the virtue of the authority vested in me as Mayor of the City of Callaway, do hereby proclaim the week of **September 17-23** as

“Constitution Week”

and urge all citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties.

In Witness Whereof, I have hereunto set my hand and caused the Official Seal of the City of Callaway, Florida to be affixed this 9th day of September 2025.

City of Callaway, Florida

Pamn Henderson, Mayor

Attested: _____
Ashley Robyck, City Clerk

**CITY OF CALLAWAY
BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
AUGUST 26, 2025– 6:00 P.M.**

The City of Callaway Commission met in a Regular Session on August 26, 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; Tim Legare, Director of Leisure Services; and David Joyner, Fire Chief.

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

Mayor Henderson called for additions or deletions to the agenda. City Manager Cook asked to add items 6- Task Order - Lead Service Line Inventory & item 7- Budget Amendment for the Lead Service Line Inventory.

Motion:

Motion made by Commissioner Griggs and seconded by Commissioner Pelletier to approve items #6 & #7. The motion carried unanimously.

APPROVAL OF MINUTES

August 12, 2025

Regular Meeting

August 19, 2025

Budget Workshop

City Clerk Robyck advised that in the top paragraph it stated that Commissioner Davis was in attendance by phone but that is incorrect. He was present in person.

Motion:

Motion made by Commissioner Pelletier and seconded by Commissioner Ayers to approve the minutes of August 12, 2025 as amended & August 19, 2025. Motion carried unanimously.

PUBLIC HEARING

Ordinance 1122- No Commercial Trucks on Certain Residential Streets

City Attorney Obos read the Ordinance as follows:

AN ORDINANCE OF THE CITY OF CALLAWAY, FLORIDA, AMENDING THE CITY'S CODE RELATED TO TRAFFIC AND MOTOR VEHICLES; AUTHORIZING THE COMMISSION TO PROHIBIT THE USE OF CERTAIN STREETS BY HEAVY COMMERCIAL TRUCKS; PROVIDING FOR EXEMPTIONS; 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.

Mayor Henderson called for public participation; there was none.

Motion:

Motion made by Commissioner Davis and seconded by Commissioner Pelletier to approve the Final Reading of Ordinance 1122. The motion carried unanimously upon roll call vote.

Review of Planned Development for Fox Glen Phase II

Bill Frye, Director of Public Works/Planning reviewed the Planned Development Narrative and advised that it is the same as Phase 1, just the southern half of the property. City Attorney advised that the property was rezoned to Planned Development back in April & this is just approving the narrative that goes along with it.

Commissioner Griggs asked about playgrounds and concerns about on-street parking being notated in the narrative. Director Frye addressed. Discussion ensued.

Commissioner Pelletier asked about the number of units & changing the current ordinance to ban on-street parking throughout the City.

Mayor Henderson called for public participation;

Paul Bohac, 7010 Mike Ln, advised that he agrees with Commissioner Griggs' concerns with street parking. He also spoke on the drawings, width of home lots and no reference to the school zone and bus route.

Don Hennings, 431 Tanya Pass, advised that Phase 1 was approved, and this is basically the same as that phase & the inability to stop them from parking on the grass.

Anna Pelletier, 7724 Shadow Bay Dr, spoke on the comment on the city not being responsible for children and asked what kind of city we want. She also commented on a focus on family events & growth at Tyndall.

Ron Shaner, 5711 Kevin Cir, advised that he is against street parking and compact housing and spoke on parking issues on other roads.

Tim Brewer, 6620 Cherry St, spoke on his experience as a paramedic and the issues they would run into with vehicles parked in the street.

David Agosta, 6609 Pridgen St, agrees with Commissioner Pelletier to do an ordinance to do away with parking on the street.

Motion:

Motion made by Commissioner Griggs and seconded by Commissioner Ayers to approve the Planned Development for Fox Glen Phase II. The motion carried unanimously.

REGULAR AGENDA**Resolution 25-12- Truck Restricted Roads**

City Attorney Obos read the resolution as follows:

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CALLAWAY,
FLORIDA, PROHIBTING HEAVY COMMERCIAL TRUCKS FROM TRAVELING ON**

CAMELLIA AVENUE, SENECA AVENUE, SIMS AVENUE, N. GAY AVENUE, S. GAY AVENUE, AND N. KIMBREL AVENUE; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.

Mayor Henderson called for public participation;

Martin Vossler, 6303 Wallace Rd, commented that this is good but how will it be enforced & that truck drivers may not know until it's too late.

Commissioner Pelletier asked if we could send letters to the businesses in the area.

David Agosta, 6609 Pridgen St, asked about the cost of the signs and if it was possible to place additional signs.

Motion:

Motion made by Commissioner Ayers and seconded by Davis to approve Resolution 25-12. The motion carried unanimously.

Discussion – Stormwater Fee

City Manager Cook advised that During the budget workshop the fee for stormwater was discussed. The city needs a master stormwater study. The city currently has over \$500,000 in restricted funds for stormwater. We have been doing most of our projects in- house or using grant funds. The cost of a master stormwater study will be approximately \$300,000 for the entire city and all basins.

To fund the study completely with just one year's revenue, the cost would be over \$4 per resident this would include the budgeted \$100,000 for internal projects and needs during the year related to stormwater.

To keep taxpayer costs at a minimum, staff recommends using the restricted funds to cover the cost of the master study and keep the stormwater fee at \$1. The study will identify future needs by priority, and we will address them in future years budgets. Each dollar added to billing generates \$100,000 annually.

Mayor Henderson stated that this seems pretty cut & dry.

Commissioner Griggs asked if CRA funds could be used since it is part of the CRA and gave history on the origination of the stormwater fee. City Manager Cook advised that the CRA funds are being used for the spillway.

Commissioner Pelletier stated he agrees and wish he would have known at the budget workshop.

Mayor Henderson called for public participation;

Teresa Langston, 6031 Lance St, commented that nothing was mentioned at the budget workshop & no one knew and asked for clarification of restricted funds. City Manager Cook addressed.

Direction to staff was leave at \$1 & do stormwater study with the restricted funds.

Bid Award – PW2025-06 Solid Waste Pickup & Hauling

City Manager Cook advised Express Disposal did not submit a State of Florida Business License nor a County License. They submitted a business tax application for the City of Callaway. Research could not confirm the State of Florida Business License. Their bid has been removed from consideration.

The city currently charges \$13 dollars per month for solid waste pick-up. This includes all operations, maintenance, administrative, and future capital planning. An analysis of our operations shows that we spend approximately \$9.36 per residence for operations. Our prior rate for solid waste was \$9.97 and in 2024 we added \$3.03 for capital expansion. Should we decide to use an outside vendor, we will still have to maintain at least one truck and one employee in the department. One truck must also remain state certified for tire disposal. We will also have an administrative cost for phone call, complaints, etc. We estimate that we would need to an additional \$2.50 to provide this administrative service. The main concern is we will lose the discretion factor to assist our citizens. Meaning, if we request them to pick up a pile as a courtesy, we will be charged as an added expense, and it will be a taxpayer expense. Also, as the city does internal projects, we will still have cost of disposal of vegetative materials.

He also advised that if the city moves to a private provider, it will be difficult to bring back into a city provided services. By Florida State statute, we would have penalties to pay to private providers to remove this service from them like was explained when we investigated a single provider for trash services. Staff does not recommend moving to a private provider for these reasons.

Commissioner Pelletier reviewed the numbers and asked where the additional cost for administrative services is coming from. He also spoke on accidents with our trucks and holes left in the ground after pickup.

Mayor Henderson advised she has concerns with where the current solid waste employees would go. City Manager Cook addressed.

David Shultz, Director of Finance reviewed where administrative costs would be needed and issues with going to a private provider.

City Attorney Obos spoke on the issues Springfield has had with private providers.

Commissioner Griggs advised that the things picked up would not change from what we currently pick up and he is against going private due to the loss of flexibility and management.

Commissioner Ayers advised he also believes we should stay with in-house.

Mayor Henderson called for public participation; there was none.

David Agosta, 6609 Pridgen St, commented that he is against going private after hearing from the City Attorney & Finance Director.

Don Hennings, 431 Tanya Pass, spoke against using a contractor and stated that the City should tweak the regulations.

Laurence Lyons, 7003 Benton Dr, asked about money and advised that the claw trucks leaving holes in the easements is a training issue.

Teresa Langston, 6031 Lance St, commented that it does not matter until the City gets proactive about illegal dumping and people should have the option to opt out of Solid Waste Pickup.

Motion:

Motion made by Commissioner Griggs and seconded by Commissioner Ayers to reject all bids received and keep Solid Waste in-house. The motion carried 4-1 with Commissioner Pelletier voting in opposition.

Task Order – Lead Service Line Inventory- Dewberry engineering

City Manager Cook advised that the city was informed that it did not complete the necessary steps for DEP concerning the Lead Service Line Inventory. We do not have the capacity to expedite the completion of the request. This task order will complete and submit the required information to keep us in compliance. He advised that we are not aware of where the disconnect was, but he received an email three weeks ago regarding it and has been in contact with them since.

Commissioner Davis asked if we know of any areas with lead. City Manager Cook advised that staff has never seen lead pipes.

Commissioner Pelletier asked if the emails for the correct contacts have been updated. City Manager Cook confirmed.

Mayor Henderson called for public participation; there was none.

Motion:

Motion made by Commissioner Ayers and seconded by Commissioner Griggs to approve the Task Order for Lead Service Line Inventory from Dewberry Engineering. The motion carried unanimously.

Budget Amendment – Lead Service Line Inventory

City Manager Cook advised that this is the budget amendment to add a line item in the budget for the Lead Service Line Inventory.

Mayor Henderson called for public participation; there was none.

Motion:

Motion made by Commissioner Ayers and seconded by Commissioner Griggs to approve the Budget Amendment for Lead Service Line Inventory. The motion carried unanimously.

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

Pam Henderson, Mayor

- Economic Development Council Meeting

Scott Davis, Commissioner Ward I

- Submitted his resignation effective this evening

David Griggs, Commissioner Ward II

- Bay County Contractors meeting

Bob Pelletier, Commissioner Ward III

- Berthe Bridge Rating by FDOT – City Manager Cook will address.
- YouTube Streaming – City Clerk Robyck addressed.

Kenneth Ayers Jr, Commissioner Ward IV

- Meeting with City Manager
- Events attended

Eddie Cook, City Manager

- Project updates to include:
 - Cherry St
 - Hugh Thomas
 - Sandy Creek
 - Roundabout
- Property near Brittany Woods Park
- Disaster Preparedness Plan
- Water & Sewer Master Plan
- Extended Congratulations to Mayor Henderson for Bronze Certification for Elected Officials from FLC

ANNOUNCEMENTS

Mayor Henderson read the announcements as follows:

- | | | |
|---------------------|------------------------------------|-----------|
| • September 2, 2025 | Planning Board Meeting (Potential) | 6:00 p.m. |
| • September 4, 2025 | 1st Budget Hearing | 5:01 p.m. |
| • September 9, 2025 | Commission Meeting | 6:00 p.m. |

PUBLIC PARTICIPATION

There was none.

ADJOURNMENT

There being no further business, the meeting was adjourned at 8:14 p.m.

Attest: _____
Ashley Robyck, City Clerk

Pamn Henderson, Mayor

CITY OF CALLAWAY
BOARD OF COMMISSIONERS
1ST BUDGET HEARING MINUTES
THURSDAY, SEPTEMBER 4, 2025 – 5:01 P.M.

The Callaway Commission met for the first budget hearing session with Pamn Henderson, Mayor, David Griggs, Mayor Pro tem, and Commissioners, Bob Pelletier, and Kenneth L. Ayers, in attendance. Also present were Eddie Cook, City Manager; Ashley Robyck, City Clerk; David Schultz, Finance Director; Tim Legare, Leisure Services Director.

**PUBLIC HEARING – PRESENTATION OF THE TENTATIVE BUDGET FOR FISCAL YEAR
BEGINNING OCTOBER 1, 2025**

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

Public Announcement – Ad Valorem Tax Rate (Trim Notice)

City Clerk Robyck read the Public Announcement as follows:

“Pursuant to Section 200.065(2)(e), F.S., "Notice of Tentative property Taxes for the City of Callaway, Florida" (TRIM NOTICE) the proposed ad valorem rate for the Fiscal Year 2025/26 was advertised to be a maximum of 2.7500 mils. This millage rate would be greater than the current years rolled-back rate of 2.6981 mils. After reviewing revenue projections and proposed expenditure levels for the 2025/26 Fiscal Year, the General Fund budget is balanced at a tentative rate of 2.7000 mils, which is more than the current year's roll back rate by 0.0019, an increase of 0.0704%. This means 2.7000 mils is to be levied to fund the Fiscal Year 2025/26 Budget.”

Tentative FY2025/26 Budget and City Manager's Budget Message

City Manager Cook advised that additional capitals for 2026 are needed & reviewed the need to do upgrades to our lift stations.

Commissioner Griggs reviewed where the money would be coming from.

Mayor Henderson asked if commission wanted to add funding for the St. Joe Bay Estuary Program.

Commissioner Ayers stated he appreciates Mayor Henderson bringing this up but believes it is premature. He also advised that he is waiting on answers from Dr. Graham and believes this is going out of our scope for spending taxpayers' money. Commissioner Griggs agreed.

Commissioner Pelletier advised that he rather see the \$20,000 go towards a tree giveaway for citizens.

Commissioner Pelletier also advised that he believes we are premature on the need for a new truck in Solid Waste due to growth and spoke on how Panama City does their Solid Waste pickup. City Manager Cook addressed. Discussion ensued.

Director Schultz commented on how much the City has grown over the last few years and how much other departments have expanded however the Solid Waste department has not added personnel or equipment and is heavily affected by our population.

PUBLIC PARTICIPATION

Mayor Henderson called for public participation; there was none.

Resolution No. 25-17 - Final Tax Assessments for Abatement Liens

City Clerk Robyck read Resolution No. 25-17 by headnote as follows:

RESOLUTION 25-17

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CALLAWAY, FLORIDA, RELATING TO NUISANCE ABATEMENT WITHIN THE CITY; CONFIRMING THE INITIAL ASSESSMENT RESOLUTION; PROVIDING AUTHORITY AND DEFINITIONS; CREATING THE NUISANCE ABATEMENT ASSESSMENT AREA; AMENDING AND APPROVING THE NUISANCE ABATEMENT ASSESSMENT ROLL; PROVIDING FOR THE IMPOSITION OF THE NUISANCE ABATEMENT ASSESSMENTS; PROVIDING FOR COLLECTION OF THE ASSESSMENTS PURSUANT TO THE UNIFORM ASSESSMENT COLLECTION ACT; PROVIDING FOR THE EFFECT OF THIS RESOLUTION; PROVIDING SEVERABILITY; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

City Manager Cook advised these are tax liens.

Mayor Henderson called for Public Participation; there was none.

Motion:

A motion was made by Griggs and seconded by Commissioner Pelletier to approve Resolution No. 25-17. The motion carried unanimously upon roll-call vote.

Resolution No. 25-18 - FY2025/26 Tentative Ad Valorem Tax Rate

Consideration of Resolution levying a General Fund Ad Valorem Rate of 2.7000 mils.

City Clerk Robyck read Resolution No. 25-18 by headnote as follows:

RESOLUTION 25-18

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CALLAWAY OF BAY COUNTY, FLORIDA, ADOPTING THE TENTATIVE LEVYING OF AD VALOREM TAXES FOR FISCAL YEAR 2025/26 AND PROVIDING FOR AN EFFECTIVE DATE.

City Manager Cook advised that Commission wanted to lower Ad Valorem to 2.7000 and that has been done.

Mayor Henderson called for Public Participation; there was none.

Motion:

A motion was made by Commissioner Ayers and seconded by Commissioner Pelletier to approve Resolution No. 25-18, levying a tentative Ad Valorem Rate of 2.7000 mils for FY2025/26. Motion carried unanimously.

Resolution No. 25-19 - FY2025/26 Tentative Budget

Consideration of Resolution adopting a tentative budget effective October 1, 2025.

City Clerk Robyck read Resolution No. 25-19 by headnote as follows:

RESOLUTION # 25-19

A RESOLUTION OF THE CITY OF CALLAWAY OF BAY COUNTY, FLORIDA, ADOPTING THE TENTATIVE BUDGET FOR FISCAL YEAR 2025-26 AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Henderson called for Public Participation; there was none.

Motion:

A motion was made by Commissioner Pelletier and seconded by Commissioner Ayers to approve Resolution No. 25-19, adopting the tentative budget for FY2025/26 as amended.

The motion carried unanimously upon roll-call vote.

ADJOURNMENT

There being no further business motion was made to adjourn at 5:31 p.m.

Ashley Robyck, City Clerk

Attest: _____
Pamn Henderson, Mayor

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

DATE: SEPTEMBER 9, 2025

ITEM: ORDINANCE No. 1130 – REZONING OF WALLACE ROAD & COMET AVE, PARCEL ID 07261-000-010 (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)

Joshua Hoey, property representative, has submitted to the City of Callaway a Rezoning Application for property located at Wallace Road & Comet Avenue, Parcel ID 07261-000-010. The property is approximately .482 acres in total.

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 September 2, 2025 and recommended that the City Commission approve the rezoning.

ATTACHMENTS:

- Ordinance No. 1130
- Application for Rezoning
- Proof of Ownership
- Addendum
- Zoning Map

REQUESTED MOTION/ACTION: Approval of the 1st reading of Ordinance No. 1130 for Rezoning, upon roll-call vote.

ORDINANCE NO. 1130

AN ORDINANCE REZONING FROM RESIDENTIAL R-9 TO RESIDENTIAL R-6 A CERTAIN PARCEL OF LAND LYING WITHIN THE CITY OF CALLAWAY, FLORIDA, CONSISTING OF APPROXIMATELY .482 MORE OR LESS ACRES; SAID PARCEL IS LOCATED AT WALLACE ROAD AND COMET AVENUE, CALLAWAY, FLORIDA, PARCEL ID 07261-000-010; 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, Joshua Hoey, representative of the real property designated herein, has initiated this ordinance by filing a petition with the City praying that said real property, being more particularly described below, be rezoned from Residential R-9 to Residential R-6 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 September 2, 2025 and recommended approval; and

WHEREAS, based upon competent substantial evidence adduced in a properly advertised public hearing conducted on _____, 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 from Residential R-9 to Residential R-6 to wit,

“EAST BAY PARK LOT 45 LESS ELY 120’ BLK A (132C4) ORB 3131 P 1460”

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

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:

Ayers	_____
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: Joshua Hoey
Applicant(s) address: 4423 Conifer Lane Panama City, FL
Applicant(s) phone: 850-303-4654 Email: josh.hoey@whenyouthink.com
Date of application: 08/13/2025
2. Rezone from: R-9 to: R-6
3. Parcel ID #: 07261-000-010
4. Legal Description of site to be rezoned: East Bay Park Lot 45 Less ELY
120' BLKA (132CV) ORB 4842 P663
5. Driving directions to site: _____

6. Name and address of property owner(s) according to most recent ad valorem tax records:
(Year 2024) Mary Katherine Bates, 734 Plowson Road
Mount Juliet, TN 37122
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): see attached addendum

8. Property address to be rezoned:

No address assigned - See parcel ID on front ->
(Address must be obtained from County prior to Planning Board Meeting)

9. Present Property Tax Classification: _____

10. Proposed Property Tax Classification: _____

11. Purpose of rezoning: Single family residential construction

12. Additional pertinent information: I am purchasing this property to build cottage style single family homes.

Signature of applicant(s):

[Signature]

Date: 08/13/2025

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 _____

IN THE CIRCUIT COURT OF THE
FOURTEENTH JUDICIAL CIRCUIT
IN AND FOR BAY COUNTY, FLORIDA

DIVISION: PROBATE

IN RE: ESTATE OF
BARBARA SCHWARZAUER

File No. 24-824-CP

ORDER OF SUMMARY ADMINISTRATION

(Intestate-Ancillary)

THIS MATTER having come before the Court on the Petition of Mary Katherine Bates for Summary Administration of the estate of Barbara Scharzauer, deceased; the court finding that the decedent died on February 14, 2019, intestate; that all interested persons have been served proper notice of the Petition or have waived notice thereof; that the material allegation in the Petition are true; and that the decedent's estate qualifies for summary administration and an Order of Summary Administration should be entered, it is

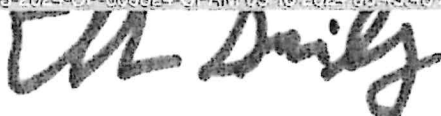
ADJUDGED that:

1. An immediate distribution of the assets of the decedent as follows:

Name	Asset	Share or Amount
Mary Katherine Bates	.482 acre lot in Panama City, Bay County, Florida EAST BAY PARK LOT 45 LESS ELY 120' BLK A (132C4) ORB 3131 P 1460	1/3 share
Samuel Kelton Scharzauer	.482 acre lot in Panama City, Bay County, Florida EAST BAY PARK LOT 45 LESS ELY 120' BLK A (132C4) ORB 3131 P 1460	1/3 share
Harold Ratcliff Scharzauer	.482 acre lot in Panama City, Bay County, Florida EAST BAY PARK LOT 45 LESS ELY 120' BLK A (132C4) ORB 3131 P 1460	1/3 share

2. Those to whom specified parts of the decedent's estate are distributed by this Order shall be entitled to receive and collect the same, and to maintain actions to enforce the right.
3. All assets of the decedent's estate shall be administered in accordance with Florida laws of intestacy.
4. Debtors of the decedent, those holding property of the decedent, and those with whom securities or other property of decedent are registered, are authorized and empowered to comply with this Order by paying, delivering, or transferring to those specified parts set forth herein of the decedent's estate distributed to them by this Order, and those persons shall not be accountable to anyone else for the property.

DONE AND ORDERED in Panama City, Bay County, Florida on this Wednesday, September 18, 2024.

03-2024-CP-000824-CPAM 09/18/2024 08:49:46 AM


Elijah Smiley, Judge
03-2024-CP-000824-CPAM 09/18/2024 08:49:46 AM

Addendum to Contract



Addendum No. 1 to the Contract with the Effective Date of 08/12/2025 between

Mary Katherine Bates ETAL (Seller)

and JAH RENTALS LLC (Buyer)

concerning the property described as: X Wallace Road Panama City, FL 32404

Parcel ID: 07261-000-010

(the "Contract"). Seller and Buyer make the following terms and conditions part of the Contract:

Sellers allow buyer authorization to request a rezoning of the property to R-6 zoning.

Buyer:	<i>Joshua Hoy</i>	dotloop verified 08/13/25 12:09 PM CDT F2HA-UXZJ-6I7C-6CWN
Buyer:		
Seller:	<i>Samuel Kelton Schwarzenov</i>	dotloop verified 08/13/25 12:12 PM CDT 02FD-3N96-B0DR-DA7P
Seller:	<i>Mary Katherine Bates</i>	dotloop verified 08/13/25 12:14 PM CDT 3BHN-ANPD-FPMX-VINI
	<i>Harold Schwarzenov</i>	dotloop verified 08/13/25 1:50 PM CDT GIVW-DU2M-4UWM-NLVM

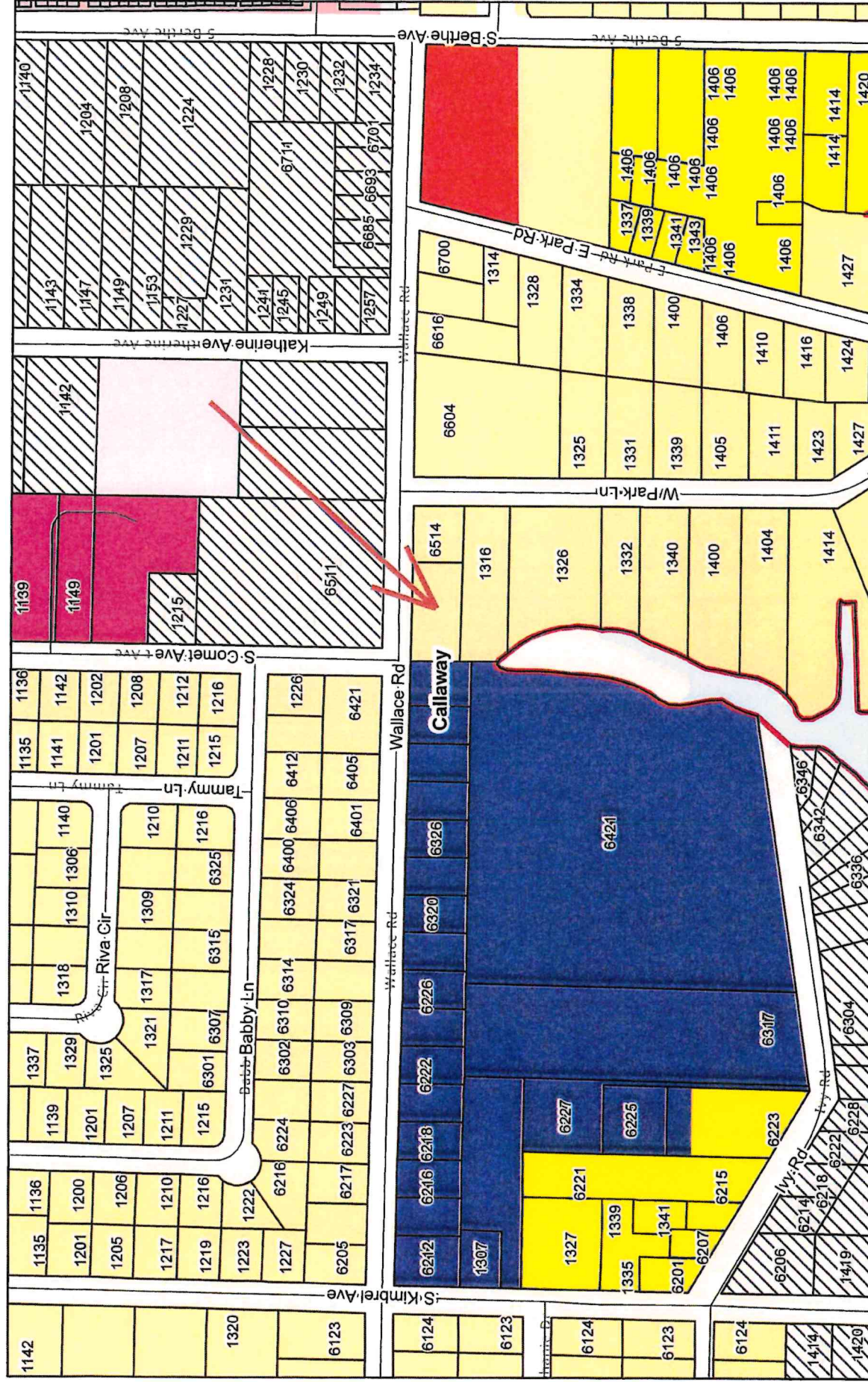
Date: _____

Date: _____

Date: _____

Date: _____

Vicinity / Zoning Map



8/19/2025, 10:27:59 AM



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

DATE: SEPTEMBER 9, 2025

ITEM: RESOLUTION NO. 25-20 STATE FUNDED GRANT AGREEMENT

1. PLACED ON AGENDA BY:

Eddie Cook, City Manager

2. AGENDA:

PRESENTATION ☐
PUBLIC HEARING ☐
OLD BUSINESS ☐
REGULAR ☒

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

N/A

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

The City has received \$250,000 in grant money from FDOT for City of Callaway Roadway Repairs, with the City to match funds in the amount of \$250,000. FDOT requires acceptance of the agreement by Resolution as attached, which authorizes the City Manager to sign the agreement. The grant funds will be used towards the following:

The project will consist of design, construction and CEI for the resurfacing of South Gay Avenue & Beulah Avenue. The scope of work consists of milling and resurfacing, rehabilitation and restoring S. Gay Avenue from Cherry Street to the end of S. Gay Avenue and Beulah Ave from Cherry Street to John B. Gore Boat Ramp.

ATTACHMENTS:

- Resolution No. 25-20
- Grant Agreement

5. REQUESTED MOTION/ACTION: Approval of Resolution No. 25-20 upon roll-call vote.

RESOLUTION NO. 25-20

A RESOLUTION OF THE CITY OF CALLAWAY, FLORIDA, APPROVING A STATE-FUNDED GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR ROAD IMPROVEMENTS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Callaway has been allocated funds of up to \$250,000 in Federal Grants for Callaway Road Improvements; and,

WHEREAS, the City intends to apply these funds towards resurfacing of South Gay Avenue & Beulah Avenue; and,

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

SECTION 1. That the State Funded Grant Agreement is hereby approved with the Florida Department of Transportation for Road Improvements.

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

SECTION 3. This resolution shall become effective upon adoption.

PASSED AND ADOPTED this 9th day of September, 2025, by the CALLAWAY CITY COMMISSION meeting in regular session.

CITY OF CALLAWAY, FLORIDA

By: _____
Pamn Henderson, Mayor

Attest: _____
Ashley Robyck, City Clerk

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

VOTE OF COMMISSION:
Griggs _____
Henderson _____
Pelletier _____
Ayers _____

Kevin D. Obos, City Attorney

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
03/25

FPN: <u>445851-4-54-01</u>	Fund: <u>EM26</u> Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
County No: <u>46-Bay</u>	Contract No: _____	Vendor No: <u>F591005908004</u>

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on _____,
(This date to be entered by DOT only)
by and between the State of Florida Department of Transportation, ("Department"), and City of Callaway, ("Recipient"). The Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

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

- 1. Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (select the applicable statutory authority for the program(s) below):
 - ☐ Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (ALN 55.008)
 - ☐ Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (ALN 55.009)
 - ☐ Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (ALN 55.016)
 - ☐ Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (ALN 55.026)
 - ☒ Specific Appropriations 1871A of Chapter 2025-198 , Local Transportation Project , ALN 55.039

The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

- 2. Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in CITY OF CALLAWAY ROADWAY IMPROVEMENTS OF S GAY AVE & BEULAH AVE, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
- 3. Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before 10/31/2026. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
03/25

Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
 - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
 - b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
 - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
 - d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.
6. **Project Cost:**
 - a. The estimated cost of the Project is \$500,000. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$250,000 and, additionally the Department's participation in the Project shall not exceed 50% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
 - c. The Department's participation in eligible Project costs is subject to, but not limited to:
 - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
 - ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
03/25

- iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

- a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A"**, and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.
- b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.
- c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- d. If Recipient is considered a rural community or rural area of opportunity, as these terms are defined by Section 288.0656(2), Florida Statutes, Recipient may submit payment requests for eligible performance completed/costs incurred under this Agreement pursuant to **Exhibit "H", Alternative Advance Payment Financial Provisions**.
- e. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- f. Travel expenses are not compensable under this Agreement.
- g. Payment shall only be made after receipt and approval of deliverables and costs incurred unless the payment is made under **Exhibit "H"** or advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed or paid under **Exhibit "H"**, to the extent of the non-performance. The Recipient will not be reimbursed or paid until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for any unpaid performance completed by the Recipient during the next billing period or as provided by **Exhibit "H", Alternative Advance Payment Financial Provisions**. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
03/25

payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

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

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

- h. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- m. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
03/25

which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- n. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- o. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.
 - ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

- a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes. The Recipient shall certify to the Department that the purchase of

commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes. It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

- c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

10. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

- a. The Recipient is responsible for obtaining all permits necessary for the Project.
- b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
 - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
 - ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.
- c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.
- d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.
- e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
03/25

performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

- f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).
- g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.
- h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.
- i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
- j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
- k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

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

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

☐ shall

☐ shall not

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

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
03/25

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.
- b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
 - i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "J", State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
 - ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
 - iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).
 - iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
03/25

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
 - vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
 - vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
 - viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
03/25

entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

- c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. The Recipient shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
 - ii. Expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor and subcontractor during the contract term.
- g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- h. In accordance with Section 787.06(13), Florida Statutes, the Recipient must verify its contractors or subcontractors are not engaged in coercion for labor or services.

14. Indemnification and Insurance:

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.
- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
03/25

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

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

- d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subcontracting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
- e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be

added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

- g. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

- a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.
- j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
03/25

16. Exhibits.

- a. **Exhibits A, B, D, F, H, and J** are attached to and incorporated into this Agreement.
- b. ☒ The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.
- c. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.
- d. ☐ A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O, Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.
- e. ☐ The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: _____

f. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
*Exhibit C: Engineer's Certification of Compliance
Exhibit D: Recipient Resolution
Exhibit F: Contract Payment Requirements
Exhibit H: Alternative Advance Payment Financial Provisions
Exhibit J: State Financial Assistance (Florida Single Audit Act)
*Exhibit K: Advance Project Reimbursement
*Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

*Additional Exhibit(s):

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

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
03/25

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

RECIPIENT City of Callaway

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: _____
Name: _____
Title: _____

By: _____
Name: Colby Cleveland, P.E.
Title: Interim Director of Transportation Development

Legal Review:

By: _____
Name: _____

EXHIBIT A**PROJECT DESCRIPTION AND RESPONSIBILITIES**FPN: 445851-4-54-01

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

PROJECT LOCATION:

- ☐ The project is on the National Highway System.
- ☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 1.100

PROJECT DESCRIPTION: This project is for the design, construction, and CEI for roadway improvements for City of Callaway Roadway Improvements of S. Gay Ave. & Beulah Ave. The scope of work consists of milling and resurfacing, rehabilitating, and restoring S. Gay Ave. from Cherry St. to end of S. Gay Ave. and Beulah Ave. from Cherry St. to John B. Gore Boat Ramp. The project will be constructed within the existing right of way.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities. In accordance with Section 10.c. of this Agreement, the Parties agree as follows:

The Department hereby notifies the Recipient that for projects that are not located on the Department's right-of-way, the Recipient is advised to hire a contractor prequalified by the Department.

In accordance with Section 10.d. of this Agreement, the Parties agree as follows:
For the provision of Construction Engineering Inspection (CEI) services, the Recipient is advised to hire a Department pre-qualified consultant in the appropriate work type.

In accordance with Section 10.e. of this Agreement, the Parties agree as follows:
The Recipient is advised to hire a Department pre-qualified consultant in the appropriate work type for the design phase of the Project.

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

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

The Recipient shall provide a copy of the design plans for the Department's review and approval prior to advertisement. Plans shall be submitted at 60%, 90% and final along with the engineer's cost estimate, Utility Certification, Permit Certification, Right of Way Certification, Railroad Certification, and a complete set of draft bid documents in PDF (Portable Document Format). The Recipient shall be responsible for addressing all plan review comments in the Department's

Electronic Review Comments (ERC) System.

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

Off the State Highway System (Off-System) construction projects must be administered in accordance with latest version of the Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways Florida (also known as the Florida Greenbook).

On the State Highway System (On-System) construction projects must be administered in accordance with the FDOT Construction Project Administration Manual (Topic no. 700-000-000). Materials will be inspected in accordance with the FDOT Sampling Testing and Reporting Guide by Material Description and the FDOT Materials Manual (Topic No. 675-000-000). Divisions II and III of the FDOT Standard Specifications for Road and Bridge Construction and implemented modifications must be used. The Recipient will be responsible for all project level inspection, verification testing, and assuring all data are entered into Materials Acceptance and Certification System (MAC) as appropriate. In addition, the following Off the State Highway System (Off-System) and Off the National Highway System projects will be administered as above: all bridge projects; box culverts; and all projects with a construction value of \$10 million or more.

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

- a) Study to be completed by .
- b) Design to be completed by .
- c) Right-of-Way requirements identified and provided to the Department by .
- d) Right-of-Way to be certified by .
- e) Construction contract to be let by .
- f) Construction to be completed by 10/31/2026 .

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

SPECIAL CONSIDERATIONS BY DEPARTMENT:

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-011-0B
PROGRAM
MANAGEMENT
8/21
Page 1 of 1

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS: City of Callaway, 6601 East Hwy 22 Callaway, FL 32404		FINANCIAL PROJECT NUMBER: 445851-4-54-01		
---	--	--	--	--

PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION			Indicate source of Local funds
		(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	
Design- Phase 34	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
Total Design Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Right-of-Way- Phase 44	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
Total Right-of-Way Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Construction- Phase 54	Maximum Department Participation (Local Transportation Project)	\$500,000.00	\$250,000.00	\$250,000.00	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
Total Construction Cost		\$500,000.00 100.00%	\$250,000.00 50.00%	\$250,000.00 50.00%	
Construction Engineering and Inspection - Phase 64	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
Total Construction Engineering and Inspection Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
(Phase :)	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
Total Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
TOTAL COST OF THE PROJECT		\$500,000.00	\$250,000.00	\$250,000.00	

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

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

Maria Showalter - Local Programs Administrator
District Grant Manager Name

Signature Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT**EXHIBIT C****ENGINEER'S CERTIFICATION OF COMPLIANCE**

Engineer's Certification of Compliance. The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

NOTICE OF COMPLETION

STATE-FUNDED GRANT AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and City of Callaway

PROJECT DESCRIPTION: CITY OF CALLAWAY ROADWAY IMPROVEMENTS OF S GAY AVE
& BEULAH AVE

FPID#: 445851-4-54-01

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of ____, 20__.

By: _____

Name: _____

Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Recipient shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____ P.E.

SEAL:

Name: _____

Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT D

RECIPIENT RESOLUTION

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

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

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

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

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

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

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

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

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

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

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

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT**EXHIBIT H****ALTERNATIVE ADVANCE PAYMENT FINANCIAL PROVISIONS**

*Note: When Recipient meets the definition of a rural community or Rural Area of Opportunity, as these terms are defined by **Section 288.0656(2), F.S.**, or is considered a "governmental entity" authorized by the Department's Comptroller under **Section 334.044(29), F.S.**, as eligible for Alternative Advance Payment. The agreement for these entities must include the following language or exhibit.*

*The process for requesting and obtaining approval for an alternative advance payment for "other governmental entities" is included in the **Disbursement Handbook for Employees and Managers**. The Department's Comptroller or designee must approve any modifications to the provisions. Please see **Financial Provisions for All Department Funded Agreements Procedure (FDOT Topic No. 350-020-301) Section 1.1 and 4** for alternative advance pay guidelines.*

1. The amount of the invoice submitted to the Department for verified and eligible costs incurred by the Recipient or invoiced by the Recipient's contractor(s) and/or consultant(s) does not exceed the total amount of the costs incurred by the Recipient or invoice(s) received from the Recipient's contractor(s) or consultant(s).
2. All invoices received from the Recipient clearly separate any cost(s) incurred by the Recipient or the Recipient's contractor(s) or consultant(s) for eligible costs and performance under the terms and conditions of this Agreement.
3. All invoices submitted to the Department provide complete documentation, including copies of all contractor or consultant invoices when applicable and the date(s) the authorized work was performed and accepted by the Recipient, in sufficient detail to substantiate the eligibility of the cost(s) and performance covered by the Recipient's Invoice.
4. The Recipient has certified, on each invoice, that the costs incurred by the Recipient or invoiced by the Recipient's contractor(s) and/or consultant(s) are valid and have been incurred in performance of eligible work under the terms and conditions of this Agreement.
5. Each invoice subsequent to the first invoice submitted by the Recipient includes the Recipient's certification that all previously invoiced costs have been paid by the Recipient.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT J

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Awarding Agency: Florida Department of Transportation

**State Project Title
and ALN Number:**

- ☐ County Incentive Grant Program (CIGP), (ALN 55.008)
- ☐ Small County Outreach Program (SCOP), (ALN 55.009)
- ☐ Small County Road Assistance Program (SCRAP), (ALN 55.016)
- ☐ Transportation Regional Incentive Program (TRIP), (ALN 55.026)
- ☒ Local Transportation Project, CSFA 55.039

***Award Amount:** \$250,000.00

*The state award amount may change with supplemental agreements

Specific project information for ALN Number is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for ALN Number are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

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

DATE: SEPTEMBER 9, 2025

ITEM: BRITTNEY WOODS LAND PURCHASE

1. PLACED ON AGENDA BY:

Eddie Cook, City Manager

2. AGENDA:

PRESENTATION	☐
PUBLIC HEARING	☐
OLD BUSINESS	☐
REGULAR	☒

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

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

This is the contract for the 12-acre land purchase next to Brittney Woods Park. Purchase price is \$800.

Survey also included.

ATTACHMENTS:

- Land Contract
- Survey

5. REQUESTED MOTION/ACTION: APPROVE THE 12-ACRE LAND PURCHASE.

Vacant Land Contract

null

- 1 **1. Sale and Purchase ("Contract"):** Robert Lon Byrd, Trustee of the Robert Lon Byrd Revocable Trust
 2 ("Seller") and City of Callaway
 3 ("Buyer") (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property")
 4 described as:
 5 Address: 7th St
 6 Legal Description: _____
 7 See attached.
 8 _____
 9 _____
 10 _____
 11 SEC 1 /TWP / 4 /RNG 14 of Bay County, Florida. Real Property ID No.: _____
 12 including all improvements existing on the Property and the following additional property: _____
 13 _____
- 14 **2. Purchase Price:** (U.S. currency)..... \$ 800.00
 15 All deposits will be made payable to "Escrow Agent" named below and held in escrow by:
 16 Escrow Agent's Name: Hand Arendall Harrison Sale LLC
 17 Escrow Agent's Contact Person: Tabitha Wichowski
 18 Escrow Agent's Address: 304 Magnolia Ave, Panama City, FL 32401
 19 Escrow Agent's Phone: 850-769-3434
 20 Escrow Agent's Email: twichowski@handfirm.com
- 21 (a) Initial deposit (\$0 if left blank) (Check if applicable)
 22 ☐ accompanies offer
 23 ☐ will be delivered to Escrow Agent within _____ days (3 days if left blank)
 24 after Effective Date \$ _____
- 25 (b) Additional deposit will be delivered to Escrow Agent (Check if applicable)
 26 ☐ within _____ days (10 days if left blank) after Effective Date
 27 ☐ within _____ days (3 days if left blank) after expiration of Due Diligence Period \$ _____
- 28 (c) Total Financing (see Paragraph 6) (express as a dollar amount or percentage) \$ _____
- 29 (d) Other: \$ _____
- 30 (e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations)
 31 to be paid at closing by wire transfer or other Collected funds \$ 800.00
- 32 (f) ☐ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The
 33 unit used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specify): _____
 34 prorating areas of less than a full unit. The purchase price will be \$ _____ per unit based on a
 35 calculation of total area of the Property as certified to Seller and Buyer by a Florida licensed surveyor in
 36 accordance with Paragraph 8(c). The following rights of way and other areas will be excluded from the
 37 calculation: _____
- 38 **3. Time for Acceptance; Effective Date:** Unless this offer is signed by Seller and Buyer and an executed copy
 39 delivered to all parties on or before September 19, 2025, this offer will be withdrawn and Buyer's deposit, if
 40 any, will be returned. The time for acceptance of any counter-offer will be 3 days after the date the counter-offer is
 41 delivered. The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer
 42 has signed or initialed and delivered this offer or the final counter-offer.
- 43 **4. Closing Date:** This transaction will close on September 30, 2025 ("Closing Date"), unless specifically
 44 extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including,
 45 but not limited to, Financing and Due Diligence periods. However, if the Closing Date occurs on a Saturday,
 46 Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business
 47 day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property
 48 insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If
 49 this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and
 50 other items.
- 51 **5. Extension of Closing Date:** If Paragraph 6(b) is checked and Closing Funds from Buyer's lender(s) are not
 52 available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements

Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is 1 of 8 pages.

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("CFPB Requirements), if applicable, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 10 days.

6. Financing: (Check as applicable)

(a) ☒ **Buyer** will pay cash for the Property with no financing contingency.

(b) ☐ This Contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s) specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within _____ days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial, and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may terminate this Contract and **Buyer's** deposit(s) will be returned.

(1) ☐ **New Financing:** **Buyer** will secure a commitment for new third party financing for \$ _____ or _____% of the purchase price at (Check one) ☐ a fixed rate not exceeding _____% ☐ an adjustable interest rate not exceeding _____% at origination (a fixed rate at the prevailing interest rate based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and Broker fully informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all such information to **Seller** and Broker.

(2) ☐ **Seller Financing:** **Buyer** will execute a ☐ first ☐ second purchase money note and mortgage to **Seller** in the amount of \$ _____, bearing annual interest at _____% and payable as follows:

The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow forms generally accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller** to obtain credit, employment, and other necessary information to determine creditworthiness for the financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not **Seller** will make the loan.

(3) ☐ **Mortgage Assumption:** **Buyer** will take title subject to and assume and pay existing first mortgage to

LN# _____ in the approximate amount of \$ _____ currently payable at \$ _____ per month, including principal, interest, ☐ taxes and insurance, and having a ☐ fixed ☐ other (describe) _____ interest rate of _____% which ☐ will ☐ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds _____% or the assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess, failing which this Contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves **Buyer**, this Contract will terminate; and **Buyer's** deposit(s) will be returned.

7. Assignability: (Check one) **Buyer** ☒ may assign and thereby be released from any further liability under this Contract, ☐ may assign but not be released from liability under this Contract, or ☐ may not assign this Contract.

8. Title: **Seller** has the legal capacity to and will convey marketable title to the Property by ☒ statutory warranty deed ☐ special warranty deed ☐ other (specify) _____, free of liens, easements, and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) _____, provided there exists at closing no violation of the foregoing.

(a) **Title Evidence:** The party who pays for the owner's title insurance policy will select the closing agent and pay for the title search, including tax and lien search (including municipal lien search) if performed, and all other fees charged by closing agent. **Seller** will deliver to **Buyer**, at

(Check one) ☐ **Seller's** ☒ **Buyer's** expense and

(Check one) ☐ within _____ days after Effective Date ☐ at least _____ days before Closing Date,

(Check one)

(1) ☒ a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the

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amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date.

- (2) ☐ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**, then (1) above will be the title evidence.

(b) **Title Examination:** After receipt of the title evidence, **Buyer** will, within _____ days (10 days if left blank) but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and **Seller** cures the defects within _____ days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) **Survey:** **Buyer** may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 8(b).

(d) **Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.

9. **Property Condition:** **Seller** will deliver the Property to **Buyer** at closing in its present "as is" condition, with conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will not engage in or permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

(a) **Inspections: (Check (1) or (2))**

- (1) ☒ **Due Diligence Period:** **Buyer** will, at **Buyer's** expense and within 10 days (30 days if left blank) ("Due Diligence Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine whether the Property is suitable for **Buyer's** intended use. During the Due Diligence Period, **Buyer** may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives **Buyer**, its agents, contractors, and assigns, the right to enter the Property at any time during the Due Diligence Period for the purpose of conducting Inspections, provided, however, that **Buyer**, its agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to **Seller** all reports and other work generated as a result of the Inspections.

Before expiration of the Due Diligence Period, **Buyer** must deliver written notice to **Seller** of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is" condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this Contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is 3 of 8 pages.

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(2) ☐ **No Due Diligence Period:** Buyer is satisfied that the Property is suitable for Buyer's purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to Buyer. This Contract is not contingent on Buyer conducting any further investigations.

(b) **Government Regulations:** Changes in government regulations and levels of service which affect Buyer's intended use of the Property will not be grounds for terminating this Contract if the Due Diligence Period has expired or if Paragraph 9(a)(2) is selected.

(c) **Flood Zone:** Buyer is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty.

(d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Florida Statutes, Seller will provide Buyer with an affidavit or survey as required by law delineating the line's location on the Property, unless Buyer waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shore line of the Property being purchased.

☐ Buyer waives the right to receive a CCCL affidavit or survey.

10. Closing Procedure; Costs: Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures Buyer for title defects arising between the title binder effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to Seller (in local cashier's check if Seller requests in writing at least 5 days before closing) and brokerage fees to Broker as per Paragraph 21. In addition to other expenses provided in this Contract, Seller and Buyer will pay the costs indicated below.

(a) Seller Costs:

Taxes on deed

Recording fees for documents needed to cure title

Title evidence (if applicable under Paragraph 8)

Estoppel Fee(s)

Other: Buyer to pay all closing cost

(b) Buyer Costs:

Taxes and recording fees on notes and mortgages

Recording fees on the deed and financing statements

Loan expenses

Title evidence (if applicable under Paragraph 8)

Lender's title policy at the simultaneous issue rate

Inspections

Survey

Insurance

Other: Buyer to pay all closing cost

(c) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

(d) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, Seller will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing; and Buyer will pay all other amounts. If special assessments may be paid in installments, ☐ Seller ☐ Buyer (Buyer if left blank) will pay installments due after closing. If Seller is checked, Seller will pay the assessment in full before or at the time of closing. Public body does not include a Homeowners' or Condominium Association.

(e) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY

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IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

- (f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at closing.
- (g) **1031 Exchange:** If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.

11. Computation of Time: Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, or national legal holiday (see 5 U.S.C. 6103) shall extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in this Contract.**

12. Risk of Loss; Eminent Domain: If any portion of the Property is materially damaged by casualty before closing or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may terminate this Contract by written notice to the other within 10 days after **Buyer's** receipt of **Seller's** notification, and **Buyer's** deposit(s) will be returned, failing which **Buyer** will close in accordance with this Contract and receive all payments made by the governmental authority or insurance company, if any.

13. Force Majeure: **Seller** or **Buyer** will not be required to perform any obligation under this Contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God or "force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of **Seller** or **Buyer** and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond 30 days, either party may terminate this Contract by delivering written notice to the other; and **Buyer's** deposit(s) will be returned.

14. Notices: All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by this Contract, regarding any contingency will render that contingency null and void, and this Contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party.**

15. Complete Agreement; Persons Bound: This Contract is the entire agreement between **Seller** and **Buyer**. **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this Contract.** Modifications of this Contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This Contract, signatures, initials, documents referenced in this Contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this Contract. This Contract will not be recorded in any public record. The terms "**Seller**," "**Buyer**," and "**Broker**" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of **Seller**, **Buyer**, and **Broker**.

- 273 **16. Default and Dispute Resolution:** This Contract will be construed under Florida law. This Paragraph will survive
274 closing or termination of this Contract.
- 275 (a) **Seller Default:** If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this Contract, **Buyer**
276 may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting
277 from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also be
278 liable for the full amount of the brokerage fee.
- 279 (b) **Buyer Default:** If **Buyer** fails, neglects, or refuses to perform **Buyer's** obligations under this Contract,
280 including payment of deposit(s), within the time(s) specified, **Seller** may elect to recover and retain the
281 deposit(s), paid and agreed to be paid, for the account of **Seller** as agreed upon liquidated damages,
282 consideration for execution of this Contract, and in full settlement of any claims, whereupon **Seller** and **Buyer**
283 will be relieved from all further obligations under this Contract; or **Seller**, at **Seller's** option, may proceed in
284 equity to enforce **Seller's** rights under this Contract.
- 285 **17. Attorney's Fees; Costs:** In any litigation permitted by this Contract, the prevailing party shall be entitled to
286 recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting
287 the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.
- 288 **18. Escrow Agent; Closing Agent:** **Seller** and **Buyer** authorize Escrow Agent and closing agent (collectively
289 "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them
290 upon proper authorization and in accordance with Florida law and the terms of this Contract, including disbursing
291 brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and
292 finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person
293 for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this
294 Contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees
295 and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed
296 funds or equivalent and charged and awarded as court costs in favor of the prevailing party.
- 297 **19. Professional Advice; Broker Liability:** Broker advises **Seller** and **Buyer** to verify all facts and representations
298 that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this
299 Contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor
300 reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax,
301 property condition, environmental, and other specialized advice. **Buyer** acknowledges that all representations
302 (oral, written, or otherwise) by Broker are based on **Seller** representations or public records. **Buyer agrees to rely**
303 **solely on Seller, professional inspectors, and government agencies for verification of the Property**
304 **condition and facts that materially affect Property value.** **Seller** and **Buyer** respectively will pay all costs and
305 expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors,
306 agents, and employees in connection with or arising from **Seller's** or **Buyer's** misstatement or failure to perform
307 contractual obligations. **Seller** and **Buyer** hold harmless and release Broker and Broker's officers, directors,
308 agents, and employees from all liability for loss or damage based on (i) **Seller's** or **Buyer's** misstatement or failure
309 to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to,
310 photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related
311 to the Property; (iii) Broker's performance, at **Seller's** or **Buyer's** request, of any task beyond the scope of
312 services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or
313 retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any
314 vendor. **Seller** and **Buyer** each assume full responsibility for selecting and compensating their respective vendors.
315 This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be
316 treated as a party to this Contract. This Paragraph will survive closing.
- 317 **20. Commercial Real Estate Sales Commission Lien Act:** If the Property is commercial real estate as defined by
318 Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales
319 Commission Lien Act provides that when a broker has earned a commission by performing licensed services
320 under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the
321 broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.
- 322 **21. Brokers:** The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." **Instruction to**
323 **closing agent:** **Seller** and **Buyer** direct Closing Agent to disburse at Closing the full amount of the brokerage
324 fees as specified in separate brokerage agreements with the parties and cooperative agreements between the
325 Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be
326 used to modify any offer of compensation made by **Seller** or listing broker to cooperating brokers.

Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is 6 of 8 pages.

VAC-14xxxx Rev 3/25

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327 N/A
328 **Seller's** Sales Associate/License No.

329 N/A
330 **Seller's** Sales Associate Email Address
331
332 N/A
333 **Seller's** Sales Associate Phone Number
334
335 N/A
336 **Listing Brokerage**
337
338
339 **Listing Brokerage Address**

N/A
Buyer's Sales Associate/License No.

N/A
Buyer's Sales Associate Email Address

N/A
Buyer's Sales Associate Phone Number

N/A
Buyer's Brokerage

Buyer's Brokerage Address

340 **22. Addenda:** The following additional terms are included in the attached addenda and incorporated into this Contract
341 **(Check if applicable):**
342 ☐ A. Back-up Contract
343 ☐ B. Kick Out Clause
344 ☐ C. HOA Addendum
345 ☐ D. Other _____
346

347 **23. Additional Terms:** _____
348 _____
349 _____
350 _____
351 _____
352 _____
353 _____
354 _____
355 _____
356 _____
357 _____
358 _____
359 _____
360 _____
361 _____
362 _____

363 **COUNTER-OFFER/REJECTION**
364 ☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and
365 deliver a copy of the acceptance to Seller).
366 ☐ Seller rejects Buyer's offer

367 **[The remainder of this page is intentionally left blank.**
368 **This Contract continues with Line 369 on Page 8 of 8.]**

This is intended to be a legally binding Contract. If not fully understood, seek the advice of an attorney before signing.

ATTENTION: SELLER AND BUYER

CONVEYANCES TO FOREIGN BUYERS: Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 2023 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers who are associated with a "foreign country of concern", namely: the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. **It is a crime to buy or knowingly sell property in violation of the Act.**

At time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the Act.
Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act.

City of Callaway

Buyer: _____ Date: _____

Print name: Ed Cook, City Manager

Buyer: _____ Date: _____

Print name: Ahsley Robyck, City Clerk

Buyer's address for purpose of notice:

Address: _____

Phone: _____ Fax: _____ Email: _____

Robert Lon Byrd, Trustee of the Robert Lon Byrd Revocable Trust

Seller: _____ Date: _____

Print name: Robert Lon Byrd

Seller: _____ Date: _____

Print name: _____

Seller's address for purpose of notice:

Address: _____

Phone: _____ Fax: _____ Email: _____

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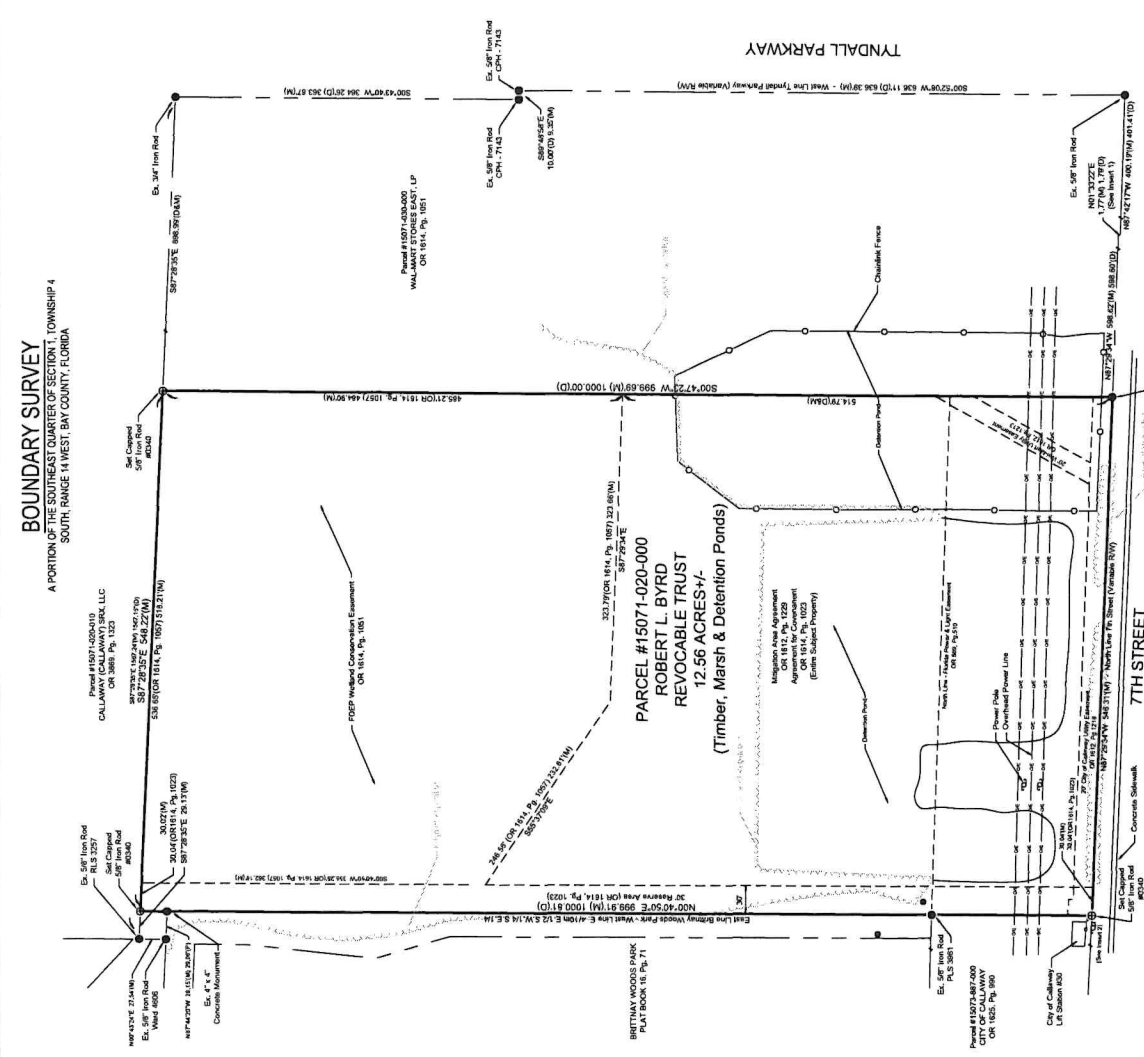
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[illegible]

- REVEAL NOTES:**
- THE SURVEY DATUM SHOWN HEREON IS BASED ON THE NORTH AMERICAN DATUM OF 1983. PLANT AND COORDINATE SYSTEM NORTH ZONE, NORTH AMERICAN DATUM OF 1983. DATUM, AND EXISTING FIELD MONUMENTATION.
- A TITLE SEARCH REVEALED BY TITLE INSURANCE AGENCY, INC. FILE NO. 3279560 (RECORDED IN PUBLIC RECORDS, COUNTY OF ALBANY, NEW YORK) REFLECTS THE UNRECORDED DEED, EASEMENTS, NORTH-OF-AND BUILDING EASEMENTS, RESTRICTIVE COVENANTS, AND OTHER INSTRUMENTS WHICH MAY AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
- THE SURVEY OF THIS PLOT HEREON WAS CONDUCTED BY MARSHALL & DODD, INC., AN FIRM WITH MAIN STREET, PLYMOUTH, NEW YORK 10576, AND WAS PERFORMED FROM JULY 17, 2005 THROUGH AUGUST 26, 2005.
- UTILITIES SHOWN HEREON ARE BASED ON VISIBLE UTILITIES ONLY. INSURANCE



CITY OF CALLAWAY

BOARD OF COMMISSIONERS

AGENDA ITEM SUMMARY

DATE: SEPT 9, 2025

ITEM: TASK ORDER - STRUCTURAL ESDC FIVE LIFT STATIONS – CDBG-DR (BKD)

1. PLACED ON AGENDA BY:

Eddie Cook, City Manager

2. AGENDA:

PRESENTATION	☐
PUBLIC HEARING	☐
OLD BUSINESS	☐
REGULAR	☒

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

Will use the grant funds

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

This is an ESDC task order for structural services during construction (for the five stations currently under construction contract with Mainline). Mainline is waiting for structural subs to perform submittal reviews due to the grant requirement, so this will need to be approved before they can proceed. Future task orders will include ESDC services in to avoid secondary approval requests by the commission

ATTACHMENTS: Task Order for ESDC services

5. REQUESTED MOTION/ACTION: APPROVE THE TASK ORDER FOR ESDC SERVICES BY BASKERVILLE-DONIVAN ENGINEERING.

PROFESSIONAL SERVICES PROPOSAL**TASK ORDER AMENDMENT TO 14 LIFT STATIONS REHABILITATION (CDBG-DR)
CONTRACT FOR STRUCTURAL ESDC
City of Callaway, Florida****August 25, 2025****SUMMARY AND PURPOSE**

The following is an amendment to the originally approved task order (under RFQ Bid No. PW2022-07) for the rehabilitation design of 14 lift stations to now provide Structural Engineering Services During Construction (ESDC) for the first five (5) pump stations recently awarded to Mainline for construction. The scope of work outlined in this task order will address ESDC throughout the course of project construction on a Lump Sum fee basis. Service and scope of work details are defined below under Task 1.

Florida Design Standards (Florida "Green Book"), the FDOT Design Standards Manual and City of Callaway Land Development Regulations (LDRs) will be utilized as the basis of all design, where appropriate.

WORK SCOPE ELEMENTS**Task 1 – Engineering Services During Construction (ESDC)**

BDI will procure the structural design subcontractor to provide the city with structural ESDC through project close-out to include the following:

- Virtual attendance at preconstruction meeting and/or weekly meetings
- Submittal review (linings, coatings, concrete, rebar, etc.)
- Answer questions regarding the plans and specifications
- Review material test reports
- Structural observations onsite and subsequent report writing.

Anticipated Fee Schedule:

Engineering Services During Construction (ESDC) \$ 14,490.00

*The fee schedule above is based on a lump sum basis, and the contract shall not exceed this fee amount without prior written authorization from the City of Callaway.

Excluded Items:

- Permitting Fees
- PD&E Studies
- Phase 1 and 2 Environmental Assessments
- Cultural Resource Assessment Report (CRAS)
- Lighting Studies
- Site Lighting, Landscape and Irrigation Design
- Construction Engineering Inspection (CEI) Services
- Public Meetings (hourly service fees apply as requested by County)

Submitted By:
BASKERVILLE-DONOVAN, INC.

Accepted By:
CITY OF CALLAWAY

Digitally signed by Jeffrey C Petermann
Date: 2025.09.02 11:30:48-05'00'

Jeffrey C. Petermann, P.E.
Vice President/Regional PM

Eddie Cook
City Manager

Date: 25 August 2025

Date: _____

L:\276 City of Callaway\27661.01 Lift Stations Rehabilitation - CDBG-DR Grant\Contracts\Subconsultant Agreement\Structural