



City of Chipley City Council Meeting

September 10, 2024 at 5:00 PM

City Hall - 1442 Jackson Avenue, Chipley, FL 32428

AGENDA

A. CALL TO ORDER

B. PRAYER AND PLEDGE

C. APPROVAL OF AGENDA

D. CITIZENS REQUEST

The City of Chipley welcomes you to this meeting. This is time set aside for the Citizens of Chipley to address the City Council. This is not a question and answer period, it is not a political forum, nor is it a time for personal accusations and derogatory remarks to/or about city personnel. If you would like to address the City Council please raise your hand to speak, state your name and address for the record and limit your comments to no more than three (3) minutes per Florida Statute 286.0114. To ask a question via phone; dial *9 and wait to be recognized/unmuted. If you are attending via webinar, there will be an onscreen option to ask a question during the public comment portion of the meeting. Your participation is welcomed and appreciated.

E. APPROVAL OF MINUTES

- [1.](#) Regular Council Meeting - August 13, 2024
- [2.](#) Special Council Meeting - August 29, 2024
- [3.](#) Special Council Meeting - September 3, 2024

F. CONSENT AGENDA

- [1.](#) **Request for Development Order and Certificate of Appropriateness** - 976 Main Street - Innovations Financial Credit Union.
- [2.](#) **Resolution No. 24-35** - Florida Department of Commerce Agreement No. M0143 - Amendment Two
- [3.](#) **Special Event Application** – Chipley High School Homecoming Parade
- [4.](#) **Special Event Application** – First Baptist Church Fall Festival

G. AGENDA ITEMS

- [1.](#) **Resolution No. 24-36** - Florida Department of Commerce Rural Infrastructure Fund (RIF) Application – Downtown Parking Improvements
- [2.](#) **Resolution No. 24-37** - U.S. Department of Transportation (DOT) - Reconnecting Communities Pilot (RCP) Discretionary Grant Program.
- [3.](#) **Affirmation of CRA Executive Director, CRA Chair, and CRA Vice Chair**
4. **Speed Hump Policy** - Attorney Update
- [5.](#) **Resolution No. 24-38** - State of Florida - Division of Historical Resources Grant Agreement– Old Chipley City Hall
- [6.](#) **Resolution No. 24-39** - Florida Department of Commerce Rural Infrastructure Fund (RIF) Application – Brickyard Road Wastewater Project
- [7.](#) **Resolution No. 24-40** - Florida Department of Commerce Rural Infrastructure Fund (RIF) Application – I-10 and SR 77 Interchange

H. OTHER BUSINESS

I. ADJOURN

J. ZOOM

- [1.](#) ZOOM Information

Any subject on the agenda, regardless of how stated, may be acted upon by the Council. The Council reserves the right to add other items to the agenda. Anyone desiring a verbatim transcript of the meeting must make personal arrangements as the City takes only summary minutes. Persons with disabilities needing special accommodations to participate in this proceeding should contact City Hall at (850) 638-6350, at least 48 prior to the proceedings.

City of Chipley
Council Meeting
Minutes
August 13, 2024 at 5:00 p.m.

Attendees:

Ms. Tracy Andrews, Mayor
 Mrs. Linda Cain, Council Member

Mr. Kevin Russell, Mayor Pro-Tem
 Ms. Cheryl McCall, Council Member

Others Present Were:

Mrs. Patrice Tanner, City Administrator
 Mr. Michael Richter, Police Chief
 Mrs. Tamara Donjuan, Planning/Code Enf. Officer

Ms. Sherry Snell, City Clerk
 Mr. Guy Lane, Asst. City Admin./Public Works Director
 Mrs. Michelle Jordan, City Attorney

The data reflected in these proceedings constitute an extrapolation of information elicited from notes, observations, recording tapes, photographs, and/or videotapes. Comments reflected herein are sometimes paraphrased, condensed, and/or have been edited to reflect essential subject matter addressed during the meeting. Parties interested in receiving a verbatim account of the proceedings are responsible for coordinating with the City Administrator and providing their own representative and equipment pursuant to Chapters 119 and 283, Florida Statutes.

A. CALL TO ORDER

The meeting was called to order by Mayor Andrews at 5:00 p.m.

B. PRAYER AND PLEDGE

Prayer was given by Council Member Russell and Mayor Andrews led the pledge to the American Flag.

C. APPROVAL OF AGENDA

Mayor Andrews removed Consent Item # 5 and added it as # 10 on the regular agenda items; added #11 Continuing Professional Services Agreement – Kimley-Horn and Associates, Inc.; added #12 Resilient Florida Grant – Brent Melvin. Mrs. Tanner stated she had some discussion items that she would bring up at the end of the meeting. No further discussion.

A motion was made by Council Member Russell and seconded by Council Member McCall to approve the agenda with the changes. The motion passed unanimously.

D. CITIZENS REQUEST

The City of Chipley welcomes you to this meeting. This is time set aside for the Citizens of Chipley to address the City Council. This is not a question and answer period, it is not a political forum, nor is it a time for personal accusations and derogatory remarks to/or about city personnel. If you would like to address the City Council please raise your hand to speak, state your name and address for the record and limit your comments to no more than three (3) minutes per Florida Statute 286.0114. To ask a question via phone; dial *9 and wait to be recognized/unmuted. If you are attending via webinar, there will be an onscreen option to ask a question during the public comment portion of the meeting. Your participation is welcomed and appreciated.

E. APPROVAL OF MINUTES

Section E, Item 1.

1. Regular Council Meeting – July 9, 2024
2. Special Council Meeting – July 22, 2024

A motion was made by Council Member Russell and seconded by Council Member Cain to approve the minutes as presented. The motion passed unanimously.

F. PRESENTATIONS

Mayor Andrews stated there are no presentations but wanted to say it was good to have Council Member McCall back with us after a beautiful memorial service for her mother.

G. CONSENT AGENDA ITEMS

1. **Fiscal Year 2024-2025 Budget and TRIM Schedule**
2. **Florida Recovery Obligation Calculation (F-ROC) Program - 2025 Participation Request and Renewal Form**
3. **Reappointment of CRA Board Member – Amy Wiwi**
4. **Request for Development Order and Certificate of Appropriateness - 1600 Main Street - Arbys Restaurant Group.**
5. **Request for Development Order and Certificate of Appropriateness - 976 Main Street - Innovations Financial Credit Union. (This item was moved to agenda items #10.)**
6. **Request for Development Order and Certificate of Appropriateness – 1440 Main Street – PanCare**
7. **Request for Development Order and Certificate of Appropriateness– 1610 Main Street – AutoZone**
8. **Special Event Application – Blues and Brews – Washington County Chamber of Commerce**
9. **State Revolving Fund Amendment 2 – Loan Agreement WW670111 & Grant Agreement SG670112**

A motion was made by Council Member Cain and seconded by Council Member Russell to approve the consent agenda items with the removal of #5 - Request for Development Order and Certificate of Appropriateness - 976 Main Street - Innovations Financial Credit Union. The motion passed unanimously.

G AGENDA ITEMS

1. **Ordinance No. 986 – (First Reading) - Property Rights Element.** Mrs. Tanner stated this will approve the first reading of Ordinance No. 986 – adding a Property Rights Element to the Comprehensive Plan. This Ordinance is being approved a second time due to the State not approving the first Ordinance that we submitted. It was due to an underlining issue. What has happened is any Ordinances pertaining to the comp plan that were approved since the property rights element was adopted have to be reapproved. We have a few Ordinances on the agenda that have to be reapproved due to this. Instead of doing a second reading next month, we will submit the Ordinance to the state for approval after the first reading and will bring it back for the second reading in October. No further discussion.

A motion was made by Council Member Russell and seconded by Council Member McCall

to approve the first reading of Ordinance No. 986. The motion passed unanimously.

Section E, Item 1.

2. **Ordinance No. 987** – Land Use Amendment (First Reading). Mrs. Tanner explained this Ordinance if approved, will amend the Future Land Use Map changing the land use designation from Public/Semi Public/Educational to Low Density Residential. Mrs. Tanner read Ordinance No. 987 by title:

AN ORDINANCE OF THE CITY OF CHIPLEY, FLORIDA, AMENDING ITS ADOPTED COMPREHENSIVE PLAN; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR FUTURE LAND USE CHANGE OF A PARCEL OF PROPERTY WITH PARCEL NO. 00000000-00-1941-0001 LOCATED ON 5TH STREET, FROM PUBLIC/SEMI-PUBLIC/EDUCATIONAL TO LOW DENSITY RESIDENTIAL; PROVIDING FOR AMENDMENT TO THE FUTURE LAND USE MAP; PROVIDING FOR A SMALL SCALE AMENDMENT TO THE ADOPTED COMPREHENSIVE PLAN; PROVIDING FOR THE FILING WITH THE CLERK OF CIRCUIT COURT AND THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY; AND DECLARING AN EFFECTIVE DATE.

No further discussion.

A motion was made by council Member Cain and seconded by Council Member Russell to approve the first reading of Ordinance No. 987. The motion passed unanimously.

3. **Ordinance No. 988** – Future Land Use Map – Annexation (First Reading). Mrs. Tanner explained this Ordinance, if approved, will amend the Future Land Use Map annexing Parcels #00-2245-0000 located at 1240 Panhandle Lane and #00-2245-0003 located at 1237 Panhandle Lane, a total of approximately 8.96 acres, to the Medium Density Land Use Category. Mrs. Tanner read Ordinance No. 988 by title:

AN ORDINANCE OF THE CITY OF CHIPLEY, FLORIDA, PROVIDING FOR ANNEXATION OF CONTIGUOUS LANDS AS DESCRIBED HEREIN TO THE CITY; PROVIDING FOR AUTHORITY; PROVIDING FOR BOUNDARY; PROVIDING FOR LAND USE DESIGNATION OF AFFECTED LANDS AS MEDIUM DENSITY RESIDENTIAL; PROVIDING FOR AMENDMENT TO THE FUTURE LAND USE MAP; PROVIDING FOR A SMALL SCALE AMENDMENT TO THE ADOPTED COMPREHENSIVE PLAN; PROVIDING FOR FILING WITH THE CLERK OF CIRCUIT COURT AND THE FLORIDA DEPARTMENT OF STATE; AND DECLARING AN EFFECTIVE DATE.

No further discussion.

A motion was made by Council Member Russell and seconded by Council Member Cain to approve the first reading of Ordinance No. 988. The motion passed unanimously.

4. **Ordinance No. 989** – Future Land Use Map - Annexation (First Reading). Mrs. Tanner explained this Ordinance, if approved, will approve an amendment to the Future Land Use Map annexing Parcel #00-2222-0001 located at 1447 Main Street, at total of approximately 3.52 acres, to the Commercial Land Use Category. Mrs. Tanner read Ordinance No. 989 by title:

AN ORDINANCE OF THE CITY OF CHIPLEY, FLORIDA, PROVIDING FOR ANNEXATION OF CONTIGUOUS LANDS AS DESCRIBED HEREIN TO THE CITY; PROVIDING FOR AUTHORITY; PROVIDING FOR BOUNDARY; PROVIDING FOR LAND USE DESIGNATION OF AFFECTED LANDS AS COMMERCIAL; PROVIDING FOR AMENDMENT TO THE FUTURE LAND USE MAP; PROVIDING FOR A SMALL SCALE AMENDMENT TO THE ADOPTED COMPREHENSIVE PLAN; PROVIDING FOR FILING WITH THE CLERK OF CIRCUIT COURT AND THE FLORIDA DEPARTMENT OF STATE; AND DECLARING AN EFFECTIVE DATE.

Section E, Item 1.

No further discussion.

A motion was made by Council Member Cain and seconded by Council Member Russell to approve the first reading of Ordinance No. 989. The motion passed unanimously.

5. **Ordinance No. 990** – Future Land Use Amendment (First Reading). Mrs. Tanner explained this Ordinance, if approved, will approve an amendment to the Future Land Use Map changing the land use designation of Parcel #00-2698-0001 located at 1218 Campbellton Avenue, a total of approximately .417 acres, from Low Density Residential to the High Density Residential Land Use Category. Mrs. Tanner read Ordinance No. 990 by title:

AN ORDINANCE OF THE CITY OF CHIPLEY, FLORIDA, AMENDING ITS ADOPTED COMPREHENSIVE PLAN; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR FUTURE LAND USE CHANGE OF A PARCEL OF PROPERTY WITH PARCEL NO. 00000000-00-2698-0001 LOCATED AT 1218 CAMPBELLTON AVENUE, FROM LOW DENSITY RESIDENTIAL TO HIGH DENSITY RESIDENTIAL; PROVIDING FOR AMENDMENT TO THE FUTURE LAND USE MAP; PROVIDING FOR A SMALL SCALE AMENDMENT TO THE ADOPTED COMPREHENSIVE PLAN; PROVIDING FOR THE FILING WITH THE CLERK OF CIRCUIT COURT AND THE FLORIDA DEPARTMENT OF COMMERCE; AND DECLARING AN EFFECTIVE DATE.

No further discussion.

A motion was made by Council Member McCall and seconded by Council Member Cain to approve the first reading of Ordinance No. 990. The motion passed unanimously.

6. **Resolution No. 24-34** - FDOT Small County Outreach Program (SCOP) Agreement – Bennett Drive. Mrs. Tanner explained this will approve Resolution No. 24-34 – FDOT Small County Outreach Program (SCOP) Agreement for the Bennett Drive Resurfacing Project from East Church Avenue to State Road 273 for a total of .53 miles, in the amount of \$784,760.00. I sent out an updated agreement to Council because the state failed to include our local funds for raising manholes and adjusting boxes. That is an additional \$20,500 that we will include in our budget this year. Ms. McCall asked if they are milling the road. Mrs. Tanner stated she would check on that. Ms. McCall stated it needs to be standard in our projects to do milling. Mrs. Cain asked if we could table the item until more information is received. Discussion ensued.

A motion was made by Council Member McCall and seconded by Council Member Russell to table agenda item #6 - Resolution No. 24-34 - FDOT Small County Outreach Program (SCOP) Agreement – Bennett Drive. The motion passed unanimously.

7. **Partial Release of Lien** - Old Metric Engineering Building - Main Street. Attorney Jordan explained this has already gone before the CRA Board and they recommend approval. This is the partial release of our mortgage for the Hitchcock and Pedraja parcels. There is a discrepancy in the legal descriptions existing on this property. Mrs. Tanner stated they both have CRA mortgages and in order to release the lien it requires Council approval. Jennifer Corbitt, 912 Hwy 277, stated she

A motion was made by Council Member Russell and seconded by Council Member McCall to approve the Partial Release of Liens for Hitchcock and Pedraja. The motion passed unanimously.

8. CRA Grant Documents.

- a. CRA Grant Application for Property Improvement
- b. CRA Real Property Improvement Grant Agreement
- c. Declaration of Restrictive Covenant

Attorney Jordan explained the CRA Board has approved the documents. We have re-vamped the three documents to streamline the process. All of the grants are going to a three-year lien. Under this process we will have a residential improvement grant program and a commercial improvement grant program. Mr. Russell stated the Council needs to look at putting Ordinances in place for those historic buildings downtown to eliminate people from having free range with what they want to do with those buildings. We could work with realtors to give potential buyers a copy of the Ordinance so they will know the guidelines before they purchase any building downtown. Attorney Jordan stated the CRA Board had discussion on historical preservation standards, architectural standards and colors. Mrs. Tanner explained we have the Corridor Development District (CDD) which is all of Hwy 90 within the city limits and it goes from I-10 to Watts Avenue on Hwy 77 that has not been enforced in the past for changes that were being made. There is an Ordinance that states things that have to be approved by Planning & Zoning, that as far as we can find, has not been enforced. It is not very specific so moving forward with an Ordinance, the specifics would help. We also need to determine how you want to handle the buildings that are on Hwy 77 which are getting CRA grants, that also need to go before Planning & Zoning before the work is done, which holds up the process. This is something you need to consider when the attorney looks at it. Jennifer Corbitt stated there's a lot of information and stipulations that some citizens find daunting in the CRA process. We need to think about those that are not pursuing CRA funds due to blight in the downtown area. Mrs. Tanner stated we need to look at the current Ordinances overall and see what needs to be changed. We need to listen to the CRA's opinions because they are already talking about it and trying to come up with a plan for colors and requirements for them. Mr. Mickey Knapp, 1342 N Railroad Ave, asked how you let people know that are trying to sell or buy about the new rules. Mayor Andrews stated once we have it in place, we will promote and educate our citizens on what has changed and what is new within our community. Attorney Jordan stated legally we can require them to comply with the Ordinances as they exist. We can probably look to Kimley-Horn to work with us on bringing those guidelines up to date, then look at a process that is a little speedier than what the Ordinances currently call for. They probably don't need to go before Planning & Zoning, City Council and CRA Board, but could actually be done administratively. Mrs. Tanner stated we have sped up the process, but if there was an easier process for everyone, then the four P & Z items on the agenda tonight would not have required Council approval. We have to make sure the things the CRA Board are already discussing align with whatever the Council decides for our code. Jennifer Corbitt stated design review boards are very common in municipalities and organizations. The CRA could very easily have one person designated for design review which would avoid going to Council. She also stated the Declaration of Restrictive Covenant states the CRA reserves the right to enter the property at reasonable times to inspect for compliance with these covenants. She stated this is ambiguous and you need to think about the types of businesses and entering at any time. Attorney Jordan stated the expectation of the CRA Board is that when someone implements these improvements that they will maintain those improvements during the life of our lien which is three years. Heather Lopez stated they ask what times are best and schedule any visits that are needed. We explain to the CRA applicants that when the project is complete, a final inspection is required to check off everything on the original scope of work that was approved. Once that is done, we can close out the grant. We are working on a fact sheet to walk applicants thru the process step by step that will be a separate document online to help them understand everything. It will be given out with the applications. Discussion ensued.

A motion was made by Council Member Russell and seconded by Council Member N to approve the CRA Grant Documents as presented. The motion passed unanimously.

Section E, Item 1.

9. **Award of Bid No 2024-04 – Building Demolition.** Mrs. Tanner explained the City advertised for building demolition for the old fire department building located at 1388 N Railroad Avenue and the building next door located at 1384 N Railroad Avenue. Seven bids were received with the apparent low bid from Chapel Branch and Lagniappe LLC, in the amount of \$117,927.27. We will submit a request to CRA to see if they are able to assist in funding this project. We do not know if they will have the funds available to do that so I am recommending that the Council award the bid, but the contract agreement will not be signed off on and approved until we know where we will be funding it from. Discussion ensued.

A motion was made by Council Member McCall and seconded by Council Member Russell to award Bid No. 2024-04 to Chapel Branch Lagniappe, LLC in the amount of \$117,927.27. The motion passed unanimously.

10. **Request for Development Order and Certificate of Appropriateness - 976 Main Street - Innovations Financial Credit Union.** Mrs. Donjuan explained Innovations Financial Credit Union is requesting a development order and certificate of appropriateness because it is located in the Corridor Development District at 976 Main Street. The Planning & Zoning Commission met on August 8, 2024 and approved 3-0 with the exception of parking and ADA, which they wanted them to correct and come back for approval within sixty days. They did approve temporarily so they could go ahead and open. Mr. Kenny Ray Mitchell with Innovations Financial Credit Union, stated based on ideas discussed at the Planning & Zoning Commission meeting we had some plans drawn up for parking. This is a temporary branch and hopefully we will be able to build in the next year and a half. In the meantime, we are trying to do it as cost effective as possible, because it is temporary.

A motion was made by Council Member Cain and seconded by Council Member Russell to approve the Request for Development Order and Certificate of Appropriateness for 976 Main Street. The motion passed unanimously.

11. **Continuing Professional Services Agreement – Kimley-Horn and Associates, Inc.** Mrs. Tanner explained the attorney did draw up a new agreement that was just received today with the final approval between Kimley-Horn and Attorney Jordan. If you are okay with Attorney Jordan's recommendations for the contract then we can move forward with approving it. Also included is the rate schedule and the first task work order for the Affordable Housing Live Local Act in the amount of \$13,500.00. Discussion ensued.

A motion was made by Council Member McCall and seconded by Council Member Cain to approve the Continuing Professional Services Agreement with Kimley-Horn and Associates. The motion passed unanimously.

12. **Resilient Florida Grant – Brent Melvin.** Mr. Melvin stated this is an opportunity that the Florida Department of Environmental Protection has for Resilient Florida which is targeted towards helping communities to improve their infrastructure against flooding. One of the opportunities is to do drainage improvements. In talking with Mr. Guy Lane, one historical problem for the city is the Gilbert Acres area. The grant is through FDEP for fiscally constrained communities which we are. There's no match requirement for it, so it is 100% grant funded. We would look at doing ditch cleaning, stabilization and looking for ways to do construction that's going to lower the maintenance burden on the city. Another thing we will look at is improving cross drains. I would like to ask for Council approval to work with staff on the grant submittal for the Resilient Florida program. The due date for that is September 1, 2024.

A motion was made by Council Member McCall and seconded by Council Member Cain to approve the FDEP Resilient Florida Grant submission. The motion passed unanimously.

Mr. Brent Melvin stated for the old fire department parking lot project, another grant that is open right now is the Rural Infrastructure Fund. As part of that, they actually have made a lot of great changes to it, and now if you identify infrastructure needs, such as parking, you can apply for that grant to fund the construction. The applications for that are open now and are due September 16, 2024. Mrs. Tanner stated we are already applying for it and have been discussing projects. We will bring a resolution to Council for approval the first week of September. Discussion ensued.

Mrs. Tanner stated we are looking into a monument for the Fire Department and Chief Aycock is working on it. In reaching out to get prices, Rustin Vault has a fire emblem made of concrete that they are willing to donate. We can place that as part of our monument. The Fire Chief and volunteers are discussing what kind of monument they want to do and incorporate the fire emblem into it as well as having some history from the fire department engraved on it. We could also place the placards on it in the future for members that have had years of service. Discussion ensued.

Mrs. Tanner stated the old Dairy Dip site looks great, and there was discussion about possibly putting a sunshade and possibly some benches there. My question is, does Council want to keep the property or sell it. Ms. McCall stated the impervious surface and setbacks would not allow anything to be put on it. Mrs. Cain stated we had talked about a pocket park with a shade and some benches because there are a lot of people that walk to the Dollar General could sit there and rest before going home. Mrs. Tanner stated she was contacted by Walmart yesterday, and their foundation has a grant up to \$20,000 for recreation. We put our name in the hat, we don't know if we will get it, but if we do then it could possibly be utilized for this project. Ms. McCall asked if the Transportation Alternative Grant from FDOT would cover that. Mr. Brent Melvin stated he would look into it and see. Mayor Andrews stated it sounds like we are not wanting to sell it. Mrs. Tanner stated she just wanted to make sure before we start spending additional money on it. Discussion ensued.

Mrs. Tanner stated we were reached out to about a grant opportunity through the National Fitness Campaign. This is not an approval at this time, just a discussion to determine what direction the Council wants to go in with our next FRDAP grant. We scored very well, Gilmore Park which was scored number one for \$50,000 and Shivers Park was scored number nineteen for a \$200,000 FRDAP grant. Once we get official notification of these two grants, we are allowed to have a third FRDAP grant that we can apply for, but it has to be at a different park. There are a couple of options: 1) NFC fitness court. I know a lot of people cannot afford to go to gyms because of inflation and cost being so high. The fitness court would be a 40' by 40' concrete slab with different types of workout equipment for outdoors. They also offer an additional 40' by 40' workout area for people to do classes and things out in the open. Mr. Lane and I joined a teams meeting and looked at this concept for an outdoor fitness court. If the Council is interested, due to it being costly we would have to look at possibly combining it with a FRDAP grant. It would have to be located at the Jim Trawick Park, but we have not come up with a firm place to put it yet. This would take up \$140,000 of the \$200,000 grant. Mr. Russell stated he liked the concept, but he was worried about possible vandalism. Mrs. Tanner stated it is funded through health insurance companies and other companies that have sponsored the program. This grant is only for up to \$50,000, so the city would have to fund the remaining amount, but it could be done in conjunction with the FRDAP grant for \$200,000. There are other things that we can work toward in order to get the third FRDAP grant approved without this, but it is an option. Our walking trail only has 2 exercise areas and that is an option for the FRDAP grant to add additional exercise stations along the trail. We are going to put this on the backburner for now and Mr. Lane and I will look at different aspects for the third FRDAP grant at Jim Trawick Park and bring back to council in September. Discussion ensued.

Attorney Jordan gave a quick update. She spoke last week to the attorney representing Jerusalem Missionary Baptist Church and he indicated at this time his client does not intend on pursuing litigation against the city. They did want to ask the city to consider assisting the church if, at all possible, with the repairs of the structure. I directed him to the CRA. The church currently has a

loan but they would be eligible for other funding opportunities as well. Their attorney stated they would take that under advisement. Mrs. Tanner stated the attorney reached out to her yesterday she directed him to Leah Pettis and Heather Lopez at the chamber who are doing research to try to determine if the grant funds can be used for nonprofits. However, it has been done in the past which may be something the Council wants to consider.

Section E, Item 1.

Ms. McCall asked for an update on the speed humps. Mrs. Tanner stated Attorney Jordan is currently working on the speed hump policy and we hope to bring that to Council in September.

Mr. Russell asked for an update on the First National Bank property. Mrs. Tanner stated it is in the design phase. We have a meeting scheduled for tomorrow to look at the possibility of incorporating bathrooms. Council will have final approval on the design. If they cannot be put there we will look at another area for them. Discussion ensued.

Mayor Andrews stated the CRA is having an ethics training on August 26, 2024 if you were not able to do the Florida League of Cities online. Florida League of Cities is having a conference that I will be attending tomorrow.

Mrs. Tanner stated last Thursday and Friday she requested the department heads to attend the Global Leadership Summit in Marianna. Chief Richter, Mr. Guy Lane, Mr. Jimmy Cook, Mr. Brock Tate and myself all attended. It was a great two days and I appreciate them attending and being willing to be a part of that. Mayor Andrews thanked them for attending.

Mayor Andrews stated she was at the funeral service for Mr. Don Brown and our Fire Department was there in rare form. They brought one of the old engines that I believe Mr. Brown rode in, to be a part of the procession in honor and respect for him. Our Fire Department is doing everything they need to do, our Police Department is everywhere they need to be, and we are grateful for having a great team here at the City.

Mrs. Cain stated she's had so many good comments about the Police Department. She is thankful for whoever is doing the posting on Facebook about the City because it looks good. Mrs. Tanner stated she takes pictures of things going on to post and we try to add as much information as we can to keep the citizens informed.

Mrs. Tanner stated we are participating in the Thursday Night Lights Touch A Truck event this week with Public Works, Police Department and the Fire Department bringing vehicles or equipment.

K. ADJOURN

The meeting was adjourned by Mayor Andrews at 6:34 p.m.

City of Chipley

Attest:

Tracy L. Andrews, Mayor

Sherry Snell,
City Clerk

City of Chipley
Special Council Meeting
Minutes
August 29, 2024 at 5:00 p.m.

Attendees:

Ms. Tracy Andrews, Mayor
 Mrs. Linda Cain, Council Member

Mr. Kevin Russell, Mayor Pro-Tem
 Ms. Cheryl McCall, Council Member

Others Present Were

Mrs. Patrice Tanner, City Administrator
 Mr. Hunter Aycock, Fire Chief

Mr. Michael Richter, Police Chief

The data reflected in these proceedings constitute an extrapolation of information elicited from notes, observations, recording tapes, photographs, and/or videotapes. Comments reflected herein are sometimes paraphrased, condensed, and/or have been edited to reflect essential subject matter addressed during the meeting. Parties interested in receiving a verbatim account of the proceedings are responsible for coordinating with the City Administrator and providing their own representative and equipment pursuant to Chapters 119 and 283, Florida Statutes.

- A. Call to Order.** The meeting was called to order by Mayor Andrews at 5:00 p.m.
- B. Prayer and Pledge.** Prayer was given by Mr. Russell and Mayor Andrews led the pledge to the American Flag.
- C. Approval of Agenda.**

A motion was made by Council Member McCall and seconded by Council Member Russell to approve the agenda as presented. The motion passed unanimously.

D. Agenda Items.

- 1. **Resolution No. 24-34** – FDOT Small County Outreach Program (SCOP) Agreement – Bennett Drive. Mrs. Tanner stated this is for Bennett Drive Resurfacing Project from E Church Avenue to State Road 273 for a total of .53 miles in the amount of \$784,760.00. There were questions at the last council meeting about milling which is included in the agreement. Discussion ensued.

A motion was made by Council Member McCall and seconded by Council Member Russell to approve Resolution No. 24-34 – FDOT Small County Outreach Program (SCOP) Agreement for Bennett Drive in the amount of \$784,760.00. The motion passed unanimously.

- 2. **Construction Contract with Chapel Branch & Lagniappe, LLC** – Demolition of Buildings. Mrs. Tanner stated this will approve the Construction Contract with Chapel Branch & Lagniappe, LLC for the demolition of the old Fire Station buildings and the old Beauty Shop building located at 1384 & 1388 North Railroad Avenue. The total cost of the contract is in the amount of \$117,927.27 and has been approved to be paid with CRA funds. Discussion ensued.

A motion was made by Council Member Cain and seconded by Council Member Russell to approve the Construction Contract with Chapel Branch & Lagniappe,

LLC in the amount of \$117,927.27. The motion passed unanimously.

Section E, Item2.

- 3. Chipley Tanker 2 Tank Replacement** – Fire Department – ARPA Funding. Mrs. Tanner stated this is for a new tank to be installed on Tanker 2 for the Fire Department and we are hoping to utilize ARPA funding for the purchase. There were three quotes attached in your packet. Chief Aycock stated that the tank on Tanker 2 busted again. It was built in 1990 and we were hoping it would last until we get our new tanker, but it will not. Discussion ensued.

A motion was made by Council Member Russell and seconded by Council Member Cain to approve the new tank for the Fire Department in the amount of \$31,733.00. The motion passed unanimously.

- 4. Body Worn Cameras & Camera System** – Police Department – ARPA Funding. Mrs. Tanner stated this is for the purchase of the body worn cameras and camera system for the Police Department and we are hoping to utilize ARPA funding for the purchase. The grant for 50% of the cameras that we applied for did not get approved. It is a very necessary purchase. Chief Richter stated times have changed and body cameras have helped us tremendously being crucial in evidence collection, prosecution and internal investigations. Discussion ensued.

A motion was made by Council Member Russell and seconded by Council Member Cain to approve the new Body Worn Camera System and Cameras for the Police Department in the amount of \$30,977.00. The motion passed unanimously.

Mayor Andrews adjourned the meeting at 5:10 p.m.

City of Chipley

Tracy L. Andrews, Mayor

Attest:

Sherry Snell,
City Clerk

City of Chipley
Special Council Meeting
Minutes
September 3, 2024 at 7:30 p.m.

Attendees:

Ms. Tracy Andrews, Mayor	Mr. Kevin Russell, Mayor Pro-Tem
Mrs. Linda Cain, Council Member	Ms. Cheryl McCall, Council Member

Others Present Were

Mrs. Patrice Tanner, City Administrator	Mrs. Sherry Snell, City Clerk
---	-------------------------------

The data reflected in these proceedings constitute an extrapolation of information elicited from notes, observations, recording tapes, photographs, and/or videotapes. Comments reflected herein are sometimes paraphrased, condensed, and/or have been edited to reflect essential subject matter addressed during the meeting. Parties interested in receiving a verbatim account of the proceedings are responsible for coordinating with the City Administrator and providing their own representative and equipment pursuant to Chapters 119 and 283, Florida Statutes.

A. **Call to Order.** The meeting was called to order by Mayor Andrews at 7:30 p.m.

B. **Approval of Agenda.**

A motion was made by Council Member Russell and seconded by Council Member McCall to approve the agenda as presented. The motion passed unanimously.

C. **Agenda Items.**

1. **2024 General Election Results.** Mayor Andrews asked Paula Cunningham, Election Clerk, and Sherry Snell, City Clerk, if the election was conducted according to the Florida Statutes. Both responded, “Yes”.

Mayor Andrews read the election results:

Referendum Question No. 1
Charter Amendment – Length of Terms

The Mayor and City Council Members are elected for two-year terms. The proposed Charter amendment would change the term of office from two years to four years. If adopted, the terms beginning October 2024 would expire September 2028, and, for transition purposes, the terms expiring September 2025 would be extended by one year and would expire September 2026.

Shall the Charter amendment be adopted?

YES	53
NO	30
Undervotes	0

Overvotes 0

Total 83

Section E, Item 3.

A motion was made by Council Member Russell and seconded by Council Member Cain to approve the results of the election as presented. The motion passed unanimously.

Mayor Andrews adjourned the meeting at 7:32 p.m.

City of Chipley

Tracy L. Andrews, Mayor

Attest:

Sherry Snell,
City Clerk

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Request for Development Order and Certificate of Appropriateness - 976 Main Street
- Innovations Financial Credit Union.

MEETING DATE

Thursday, September 5, 2024,

PREPARED BY

Tamara Donjuan, Planning & Zoning Officer

SUMMARY

This will approve a Development Order and Certificate of Appropriateness for Innovations Financial Credit Union located at 976 Main Street, Parcel ID:00000000-00-1893-0000, .964 acreage. The Planning and Zoning Commission met on August 8, 2024, granting a temporary permit for 60 days to allow the business to move forward with opening to the general public. The City Council approved the recommendations founded by the Planning and Zoning Commission on August 13, 2024, at the regular scheduled Council meeting.

Innovations Financial Credit Union has resubmitted documentation that address the concerns the Planning and Zoning Commission had. The new information includes drawings for the parking lot to include a ramp for ADA, as well as the necessary stormwater management requirements. Innovations Financial Credit Union request final approval for the development order and certificate of appropriateness for the development.

After reviewing the new documents, Chapter 44, Zoning- Article VII.- Off-street parking and Chapter 14, Article VIII.-Stormwater management- Section 14-189, requirements have been met.

The development has met all standards for the corridor development district. Northwest Florida Water Management District data maps show approximately 100% of the property is in Flood Zone "X" which is an area of minimal flood hazard.

The redevelopment will keep its character and charm that is an aesthetic blend with the surrounding area.

The Planning & Zoning Commission met on September 5, 2024. Approved 5-0

RECOMMENDATION

City Staff recommends approval of the Development Order and Certificate of Appropriateness.

ATTACHMENTS

1. Development Order Packet
2. Drawings for Parking and Stormwater

City of Chipley
Development Order

File No. _____ Fees Paid \$ _____

Name of Owner: Innovations Financial Credit Union Phone #: 850-233-4400

Address: 976 Main Street, Chipley, FL 32428

Name of Developer/Contractor: Mainstreet Property Solutions

Address: 777 Hutchinson Road, Chipley, FL 32428 Phone #: 850-703-0084

Type of Development: Credit Union Parcel Size: 0.964 acres

Location of Development: 976 Main Street, Chipley, FL 32428

Land Use Designation: Neighborhood Commercial Sq. Ft. of Building 1,954

Site Plan Required? Yes _____ No _____ Stormwater Permit Required? Yes _____ No _____

City Utilities Needed? Potable Water _____ Waste Water _____ Natural Gas _____ Garbage _____

Attachments to Order: 1. _____ 2. _____
3. _____ 4. _____

Date of Planning & Zoning Commission Approval: _____

Date of City Council Approval: _____

Contingencies/Conditions of Approval: _____

The City Council hereby authorizes the development of land within the City of Chipley, Florida, as specified herein. Any development undertaken pursuant to this order shall be in strict conformance with the application for development approval and site plan(s) as approved by the City.

_____/_____
Signature – City Administrator Date Attest _____/_____
Date

SEAL

Owner/Developer/Contractor: _____

APPLICATION FOR CERTIFICATE OF APPROPRIATENESS

Section F, Item 1.

Name: Innovations Financial Credit Union

Address: 976 Main Street

Phone #: 850-867-5172

Chipley, FL 32428

Address of property to be improved: 976 Main Street, Chipley, FL 32428

List of improvements including materials to be used, paint colors, and other details which will alter the current appearance of the structure or property.

Readdress: Wooden ADA ramp implementation, crushed concrete parking lot, implement ADA parking.

Note: Include a site plan showing location of proposed construction if the improvement is not on the existing structure.

I (name of applicant) Amanda Leonard ^{representative for} Innovations FCU certify that the information submitted truly reflects all improvements which will be made on the property. Should any changes be desired, I will notify the City of Chipley. I acknowledge that penalties can be the result of varying from the plans or description submitted and approved.

Signed:  Date: 8/20/24

Action: Approved Not Approved

Comments: _____

Signature/Title/Authority



City of Chipley

Land Use Compliance Certificate



Fee Amount \$ 40.00

Verification provided for (Owner's Name): Innovations Financial Credit Union

Project Site Address: 976 Main Street, Chipley, FL 32428

Phone Number: 850-867-5172

Contractor Name/Address See attached

Contractor Phone #: _____ Parcel I.D. Number: _____

City of Chipley Future Land Use Designation

Low Density Residential		Neighborhood Commercial	<input checked="" type="checkbox"/>
Medium Density Residential		Historic Commercial	
High Density Residential		Industrial	
Historic		Recreational	
Commercial		Public/Semi Public/Educational	

Flood Zone: ☒ Yes ☒ No Zone Type _____

Asbestos: ☒ Yes ☐ No

Scope of work (Please provide details of all work): add ADA wooden ramp, add ADA parking spot, and implement a crushed concrete parking lot

A site inspection has been performed on the above development site within the City of Chipley, Florida. It is hereby verified that all site development standards meet the City's land use, zoning and comprehensive planning requirements.

Anthony [Signature], Facilities Manager
Applicant

8/20/24
Date

City Official Verifying Compliance

Date

Notice to Applicant: This certificate must be presented to the Washington County Building Official and is requisite to issuance of a "Certificate of Occupancy" for your construction project.

August 20, 2024

To Whom It May Concern-

The contractor for the addition of the wooden ADA ramp is:

Mainstreet Property Solutions

850-703-0084

777 Hutchison Road, Chipley, FL 32428

The contractor for the crushed concrete parking lot and ADA parking is:

Roberts and Roberts, Inc.

850-215-8001

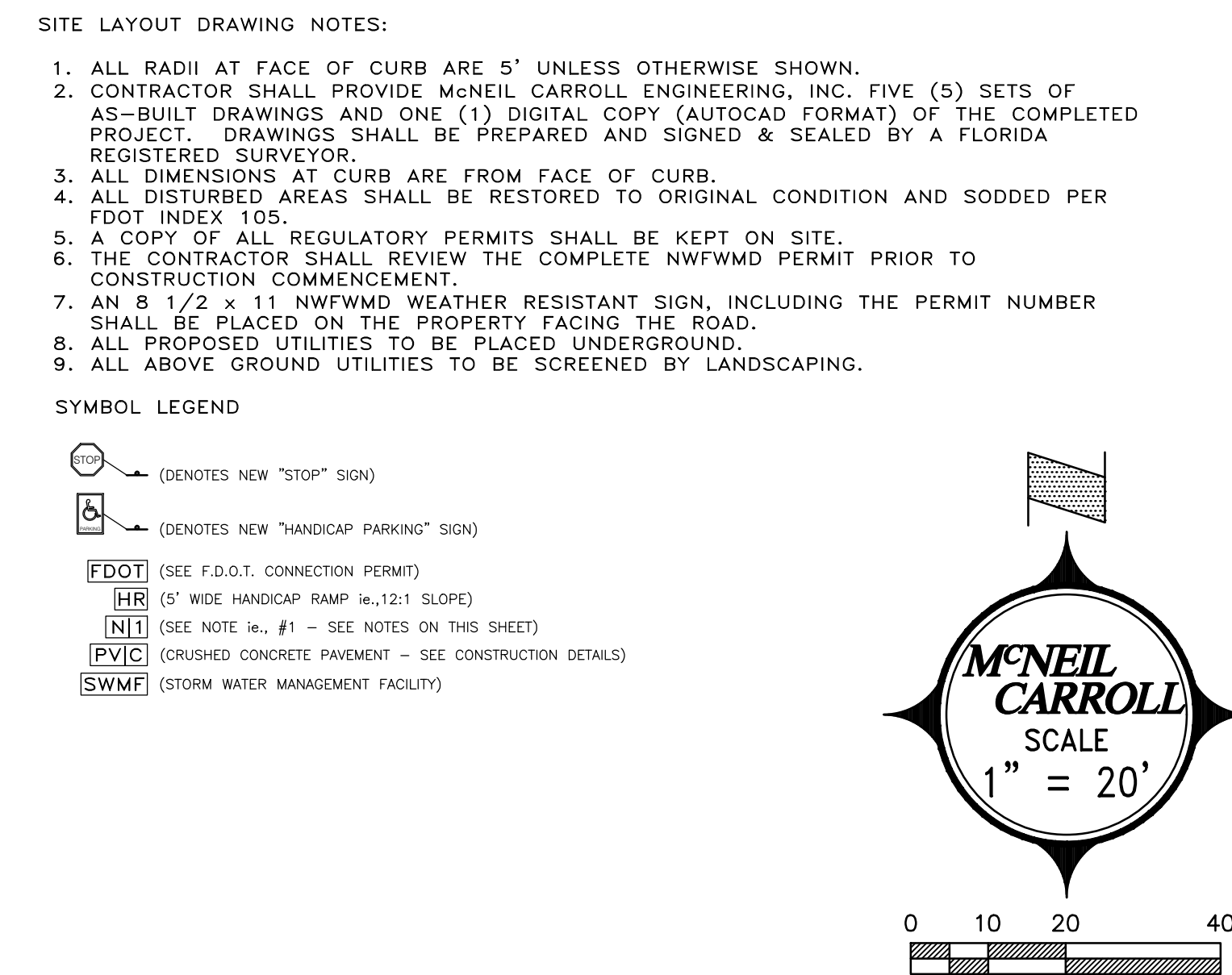
1741 N. Sherman Avenue, Panama City, FL 32405

We are using the existing concrete slab at the end of the driveway for the ADA parking. The ramp will have a landing every 12 feet (as shown in the attached drawing). The stormwater management measurements are included in the parking lot drawing.

Regards,

A handwritten signature in blue ink, appearing to be "Andre M. D.", is written on a horizontal line.





SITE DATA TABLE		
PARCEL ID: 00000000-00-1893-0000		
GOVERNING ENTITY - CITY OF CHIPLEY		
LAND USE - NEIGHBORHOOD COMMERCIAL		
TOTAL AREA OF SITE: 43,136 SQUARE FEET - 0.99 ACRES		
TOTAL BUILDING AREA: 2,092 SQUARE FEET - 0.05 ACRES		
FLOOD ZONES ON PROPERTY : X		
	ALLOWED/REQUIRED	PROPOSED
TOTAL IMPEVIOUS AREA	21,568 SQUARE FEET - 0.49 ACRES	8,876 SQUARE FEET - 0.20 ACRES (2,868 NEW)
IMPEVIOUS SURFACE RATIO	0.50	0.21
FLOOR AREA RATIO	NA	0.05
DENSITY	NA	NA
OPEN SPACE AREA	21,568 SQUARE FEET - 0.49 ACRES	34,260 SQUARE FEET - 0.79 ACRES
OPEN SPACE RATIO	0.50 MIN.	0.79
FRONT YARD SETBACK	25 FEET	38.2 FEET (EXISTING)
SIDE YARD SETBACK	10 FEET	16.9 FEET (EXISTING)
REAR YARD SETBACK	20 FEET	59.4 FEET (EXISTING)

PARKING SPACE SCHEDULE				
NO.	ANGLE	WIDTH	DEPTH	NOTES:
1	90°	12	20	W/ DRIVERS SIDE 5' WIDE AISLE
2-6	90°	8	20	

ALL PARKING STALLS SHALL BE 4" WHITE STRIPING ON ASPHALT AND 4" YELLOW ON CONCRETE. HANDICAP SIGNAGE AND STRIPING SHALL BE TO STATE AND CITY CODE. LANE SEPARATION LINES SHALL BE 6" WIDE.

REQUIRED PARKING CALCULATION			
PROPOSED USE	PARKING REQUIREMENT	SQUARE FOOTAGE/UNITS	SPACES REQUIRED
BANK	1 PER 400 SQ. FT	2,092 SQUARE FEET	5.23
		TOTAL PARKING REQUIRED =	6
		TOTAL PARKING PROVIDED =	9

SITE LAYOUT PLAN
INNOVATIONS FINANCIAL CREDIT UNION
976 MAIN STREET
CHIPLEY, FLORIDA

**McNEIL—
—CARROLL**
ENGINEERING, INC.

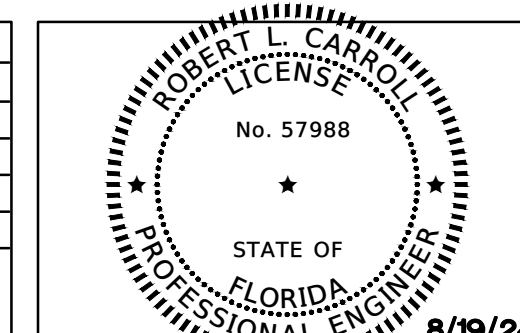
17800 Panama City Beach Parkway
Panama City Beach, Florida 32413

Phone: 850-234-1730
Fax: 850-234-1731

Professional Engineering Consultants
STATE OF FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 7288

NO.	DATE	BY	REVISIONS
01			
02			
03			
04			
05			

Sean D. McNeil, P.E. PROFESSIONAL ENGINEER FL LC # 49303	Robert L. Carroll, P.E. PROFESSIONAL ENGINEER FL LC # 57988
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CITY OF CHIPLEY

STAFF REPORT

SUBJECT: **Resolution No. 24-35** - Florida Department of Commerce Agreement No. M0143 -
Amendment Two

MEETING DATE

Tuesday, September 10, 2024

PREPARED BY

Patrice Tanner, City Administrator

SUMMARY

This resolution will amend the Florida Department of Commerce Agreement No. M0143, extending the agreement end date to September 30, 2025, unless otherwise terminated as provided in the Agreement and to include required language.

RECOMMENDATION

City Staff recommend approval of Resolution No. 24-35.

ATTACHMENTS

1. Resolution No. 24-35
2. Amendment Two

RESOLUTION NO. 24-35

A RESOLUTION APPROVING AN AGREEMENT AMENDMENT IDENTIFIED AS AMENDMENT TWO TO THE FEDERALLY FUNDED COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY (CDBG-DR) HAZARD MITIGATION GRANT MATCH PROGRAM (HMGMP) SUBRECIPIENT AGREEMENT NO. M0143, BETWEEN THE STATE OF FLORIDA, DEPARTMENT OF COMMERCE AND THE CITY OF CHIPLEY, FLORIDA.

WHEREAS, the State of Florida, Department of Commerce “Commerce”, and the City of Chipley, Florida “Grantee” entered into agreement M0143 “Agreement”; and

WHEREAS, Commerce and the Grantee may individually be referred to herein as a “Party” or collectively as the “Parties”; and

WHEREAS, Section 4, Modification of Agreement, of the Agreement provides that any amendment to the Agreement shall be in writing executed by the Parties thereto; and

WHEREAS, the Parties wish to amend the Agreement as set forth in Attachment “A”.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHIPLEY, FLORIDA, THAT:

1. The City of Chipley hereby approves the State of Florida, Department of Commerce Agreement No. M0143, Amendment Two.
2. This will extend the agreement end date to September 30, 2025 unless otherwise terminated as provided in the Agreement and to include required language.
3. The City for and in consideration of the covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound hereby agree to perform the duties described herein in the attached Attachment “A”.
4. The Mayor or Mayor Pro-Tem of the City of Chipley be hereby authorized and directed to execute the agreement.
5. A certified copy of this Resolution be forwarded to the FDEO along with the executed Agreement.

PASSED AND ADOPTED THIS 10TH DAY OF SEPTEMBER, 2024.

CITY OF CHIPLEY

ATTEST:

Tracy L. Andrews, Mayor

Sherry Snell,
City Clerk

DRAFT

**AMENDMENT TWO
TO THE FEDERALLY FUNDED
COMMUNITY DEVELOPMENT BLOCK GRANT
DISASTER RECOVERY PROGRAM (CDBG-DR)
HAZARD MITIGATION GRANT MATCH PROGRAM (HMGMP)
SUBRECIPIENT AGREEMENT**

On **July 25, 2022**, the State of Florida, Department of Commerce ("Commerce"), formerly known as the Florida Department of Economic Opportunity, and the **City of Chipley, Florida** ("Subrecipient") entered into agreement **M0143** ("Agreement"). Commerce and the Subrecipient may individually be referred to herein as a "Party" or collectively as the "Parties".

WHEREAS, Section 4, Modification of Agreement, of the Agreement provides that any amendment to the Agreement shall be in writing executed by the Parties thereto;

WHEREAS the Agreement was previously amended on **April 26, 2023**; and

WHEREAS the Parties wish to amend the Agreement as set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1. On July 1, 2023, the Florida Department of Economic Opportunity was renamed to the Florida Department of Commerce. Effective July 1, 2023, all references throughout the Agreement to "Department of Economic Opportunity" or "DEO" are replaced with "Department of Commerce" or "Commerce" as appropriate.
2. **Section 3, Period of Agreement**, is hereby deleted in its entirety and replaced with the following:

(3) Period of Agreement. This Agreement begins July 25, 2022, (the "Effective Date") and ends September 30, 2025, unless otherwise terminated as provided in this Agreement. Commerce shall not grant any extension of this Agreement unless Subrecipient provides justification satisfactory to Commerce in its sole discretion and Commerce's Deputy Secretary of the Division of Community Development approves such.

3. **Section 27, Employment Eligibility Verification**, is hereby deleted in its entirety and replaced with the following:

(27) Employment Eligibility Verification

A. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: <https://www.e-verify.gov/>.

B. In accordance with section 448.095, F.S., the State of Florida expressly requires the following:

- (1) Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
 - (2) An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 CFR 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.
- C. If Subrecipient does not use E-Verify, Subrecipient shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.
4. **Attachment G, Reports, Section 3**, is hereby deleted in its entirety and replaced with the following:
 3. The Subrecipient shall closeout its use of the CDBG-DR funds and its obligations under this Agreement by complying with the closeout procedures in 2 CFR 200.344. Activities during this close-out period may include, but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances and accounts receivable to the Subrecipient) and determining the custodianship of records.

Notwithstanding the terms of 2 CFR 200.344, upon the expiration of this Agreement, the Subrecipient shall transfer to the recipient any CDBG-DR funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG-DR funds. Further, any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG-DR funds (including CDBG-DR funds provided to the Subrecipient in the form of a loan) shall be treated in accordance with 24 CFR 570.503(b)(7).
5. All other terms and conditions of the Subrecipient Agreement not otherwise amended remain in full force and effect.

Remainder of this Page intentionally left blank.

IN WITNESS HEREOF, by signature below, the Parties agree to abide by the terms, conditions, and provisions of Commerce Agreement Number **M0143**, as amended. This Amendment is effective on the date the last Party signs this Amendment.

CITY OF CHIPLEY, FLORIDA	FLORIDA DEPARTMENT OF COMMERCE
SIGNED:	SIGNED:
TRACY L. ANDREWS	J. ALEX KELLY
MAYOR	SECRETARY
DATE:	DATE:

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL
FLORIDA DEPARTMENT OF COMMERCE

By: _____

Approved Date: _____

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Special Event Application – Chipley High School Homecoming Parade

MEETING DATE

Tuesday, September 10, 2024

PREPARED BY

Patrice Tanner, City Administrator

SUMMARY

The Chipley High School Homecoming Parade will be held on Friday, November 1, 2024 at 12:30 p.m. using the new parade route.

RECOMMENDATION

City Staff recommend approval of the Special Event Application for the Chipley High School Homecoming Parade.

ATTACHMENTS

1. Special Event Application
2. Parade Route Map



City of Chipley

CITY HALL
 1442 Jackson Avenue
 P.O. Box 1007
 Chipley, Florida 32428
 (850) 638-6350 Fax: (850) 638-6353



Special Event Application

Name/Organization: Chipley High School

Address: 1545 Brickyard Rd, Chipley, FL

Contact person: Alex Webb Phone: 260-5217 Fax: _____

E-mail: alex.webb@wcsdschools.com

Type of Event: Homecoming Parade

Purpose of Event: Homecoming for Chipley High School

Location of Event: Outdoors _____ Indoors/Outdoors

Date(s) & Time(s) of Event: November 1, 2024 @ 12:30 pm

Amount of Liability Insurance: _____ (attach copy of policy)

Concert Yes/No If yes, What type of music? No

Will food and nonalcoholic beverages be sold? No

Will fireworks be displayed? Yes/No If yes, provide name, license number and pyrotechnic plan to be approved by Fire Chief.

Will amusement rides be available? No

Number of participants anticipated per day: _____

Are security and/or medical services provided? _____

Applicant Signature: Julian D. Webb Date: 9/4/24

Approved { } Denied { }

Mayor's Signature: _____ Date: _____



City of Chipley

CITY HALL

1442 Jackson Avenue


P.O. Box 1007

Chipley, Florida 32428

(850) 638-6350 Fax: (850) 638-6353



Request for Temporary Closure of City Road/Sidewalk/Alleyway

Name of Organization: Chipley High School		Person in Charge: Alex Webb		Date: 9/4/2024
Address of Organization: 1545 Brickyard Rd, Chipley, FL			Telephone Number: 260-5217	
Title of Event: Homecoming for Chipley High School				
Date of Event: November 1, 2024 @ 12:30 pm	Starting Time of Event: 12:30 pm	Duration of Event: 1 1/2 hrs	Actual Closing Time (Set up of barriers, Etc.)	
Proposed Parade Route or Road/Sidewalk/Alleyway Closure (Include Exact Road Names and Map of Route): New parade route From the old Chipley High School parking lot on N Railroad Ave, go to 2nd Street and turn south, then go to SR 90 and turn east, then go SR 77 and turn north, then go to Church Ave and turn west, then go to 3rd Street and turn north, then go to Watts Ave and turn west, then go to 2nd Street and turn south, then go to N Railroad Ave and turn west back to the Chipley High School parking lot.				
This section is to be completed when closure is for special event filming.				
Liability Insurance Carrier: _____		Policy Effective Date: _____		
Coverage Amount: _____		(\$1,000,000 Minimum)		
Length of Coverage: _____		Days		
Licenses Pyrotechnics Operator: _____				
License Number: _____				
Approval of Local Fire Department: _____				
Federal Aviation Administration Approval for Low Flying Filming: _____				
Additional Liability Insurance Amount: _____				
PLEASE DO NOT WRITE BELOW THIS LINE				
Detour Route (Include Exact Road Names and Map of Detour Route): 				
Name of Department Responsible for Traffic Control (City Police Department, Sheriff's Department, Highway Patrol): Chipley City Police Department				
Special Conditions: Use this route only!				
Name of Police Chief: Michael Richter		Signature of Police Chief: 		Date Signed: 9-4-24
Name and Title of City Official: Patrice Tanner, City Administrator		Signature of City Official:		Date Signed:

RELEASE AND HOLD HARMLESS AGREEMENT

FOR THE SOLE CONSIDERATION OF the City of Chipley granting permission for the undersigned to conduct a Homecoming Parade upon street(s) as provided for in it's letter of request, the undersigned agrees to indemnify and hold harmless the City of Chipley, it's successors, agents and assigns and all other persons, firms or corporations, from any and all claims, demands, damages, actions, causes of actions or suits of any kind or nature whatsoever, and particularly on account of all injuries, both to person and property, which may result from the use of the street(s) as described above, and releases forever discharges the City of Chipley, for any such Claims.

Undersigned hereby declares that the terms of this agreement and lease have been completely read and are fully understood and voluntarily accepted.

IN WITNESS WHEREOF, the undersigned has executed this release, this 4th day of September, 20 24.

FIRM OR ORGANIZATION: Chipley High School

Julian A. Webb
Signature

JULIAN A. WEBB
Print Name

[Signature]
Witness

[Signature]
Witness

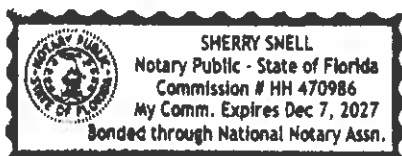
Jesse Carter
Print Name

Wendell S. Mavis
Print Name

**STATE OF FLORIDA
COUNTY OF WASHINGTON**

The foregoing instrument was acknowledged before me by Julian A. Webb, who is personally known to me or who produced _____ as identification, and who executed the foregoing instrument and acknowledge before me that he/she executed the same freely and voluntarily and for purposes expressed therein.

Witness my hand and seal in the County and State last aforesaid this 4th day of September, 20 24.



Sherry Snell
Notary Public

From Jim Trawick Parking lot on North Railroad Avenue to 2nd Street, turn east on HWY 90, Turn north on HWY 77, turn west on Church Avenue,
Turn north on 3rd Street, Turn west On Watts Avenue, turn South on 2nd Street, Turn west on Railroad Back to Jim Trawick Park.



CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Special Event Application – First Baptist Church Fall Festival

MEETING DATE

Tuesday, September 10, 2024

PREPARED BY

Patrice Tanner, City Administrator

SUMMARY

The First Baptist Church Fall Festival will be held on Sunday, October 27, 2024 from 4:00 p.m. to 6:00 p.m. They are requesting to close 4th Street from the Spivey property to South Boulevard.

RECOMMENDATION

City Staff recommend approval of the Special Event Application for the First Baptist Church Fall Festival road closure.

ATTACHMENTS

1. Special Event Application
2. Road Closure Map



City of Chipley

CITY HALL
 1442 Jackson Avenue
 P.O. Box 1007
 Chipley, Florida 32428
 (850) 638-6350 Fax: (850) 638-6353



Special Event Application

Name/Organization: First Baptist Chipley

Address: 1300 South Blvd

Contact person: Bobby Pletcher Phone: 850-258-7968 Fax: _____

E-mail: bobby@firstbaptistchipley.com

Type of Event: Fall Festival

Purpose of Event: To provide a free, fun event for our community

Location of Event: First Baptist Chipley ----- Outdoors _____ Indoors/Outdoors

Date(s) & Time(s) of Event: October 27, 2024 4 to 6 pm

Amount of Liability Insurance: \$2,000,000.00 (attach copy of policy)

Concert Yes/No If yes, What type of music? N/A

Will food and nonalcoholic beverages be sold? NO. Food and nonalcoholic drinks are free

Will fireworks be displayed? Yes/No If yes, provide name, license number and pyrotechnic plan to be approved by Fire Chief.

Will amusement rides be available? No

Number of participants anticipated per day: 1,500 - 2,000

Are security and/or medical services provided? Security

Applicant Signature: Bobby Pletcher Date: 9/9/24

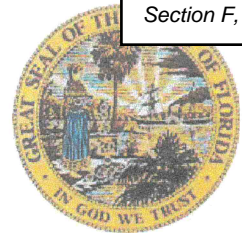
Approved { } Denied { }

Mayor's Signature: _____ Date: _____



City of Chipley

CITY HALL
1442 Jackson Avenue
P.O. Box 1007
Chipley, Florida 32428
(850) 638-6350 Fax: (850) 638-6353



Section F, Item 4.

Request for Temporary Closure of City Road/Sidewalk/Alleyway

Name of Organization: First Baptist Chipley		Person in Charge: Jennifer Duncan		Date: 9/9/24
Address of Organization 1300 South Blvd / PO Box 643			Telephone Number: (850) 693-3935	
Title of Event: Fall Festival				
Date of Event: 10/27/24	Starting Time of Event: 4 pm	Duration of Event: 2 hours	Actual Closing Time (Set up of barriers, Etc.) 12:30 pm	
Proposed Parade Route or Road/Sidewalk/Alleyway Closure (Include Exact Road Names and Map of Route): We would like to close 4th St from South Blvd North the edge of the Spivey property				
This section is to be completed when closure is for special event filming. Liability Insurance Carrier: _____ Policy Effective Date: _____ Coverage Amount: _____ (\$1,000,000 Minimum) Length of Coverage: _____ Days Licenses Pyrotechnics Operator: _____ License Number: _____ Approval of Local Fire Department: _____ Federal Aviation Administration Approval for Low Flying Filming: _____ Additional Liability Insurance Amount: _____ PLEASE DO NOT WRITE BELOW THIS LINE				
Detour Route (Include Exact Road Names and Map of Detour Route): 				
Name of Department Responsible for Traffic Control (City Police Department, Sheriff's Department, Highway Patrol): Chipley City Police Department				
Special Conditions: Use this route only!				
Name of Police Chief: Michael Richter		Signature of Police Chief:		Date Signed:
Name and Title of City Official: Patrice Tanner, City Administrator		Signature of City Official:		Date Signed:

RELEASE AND HOLD HARMLESS AGREEMENT

FOR THE SOLE CONSIDERATION OF the City of Chipley granting permission for the undersigned to conduct a Fall Festival upon street(s) as provided for in it's letter of request, the undersigned agrees to indemnify and hold harmless the City of Chipley, it's successors, agents and assigns and all other persons, firms or corporations, from any and all claims, demands, damages, actions, causes of actions or suits of any kind or nature whatsoever, and particularly on account of all injuries, both to person and property, which may result from the use of the street(s) as described above, and releases forever discharges the City of Chipley, for any such Claims.

Undersigned hereby declares that the terms of this agreement and lease have been completely read and are fully understood and voluntarily accepted.

IN WITNESS WHEREOF, the undersigned has executed this release, this 9th day of September, 20 24.

FIRM OR
ORGANIZATION: _____

[Signature]
Signature

Bobby Fletcher
Print Name

[Signature]
Witness

Lisa Salter
Witness

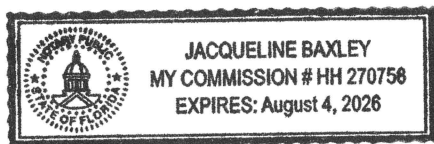
David Hingson
Print Name

Lisa Salter
Print Name

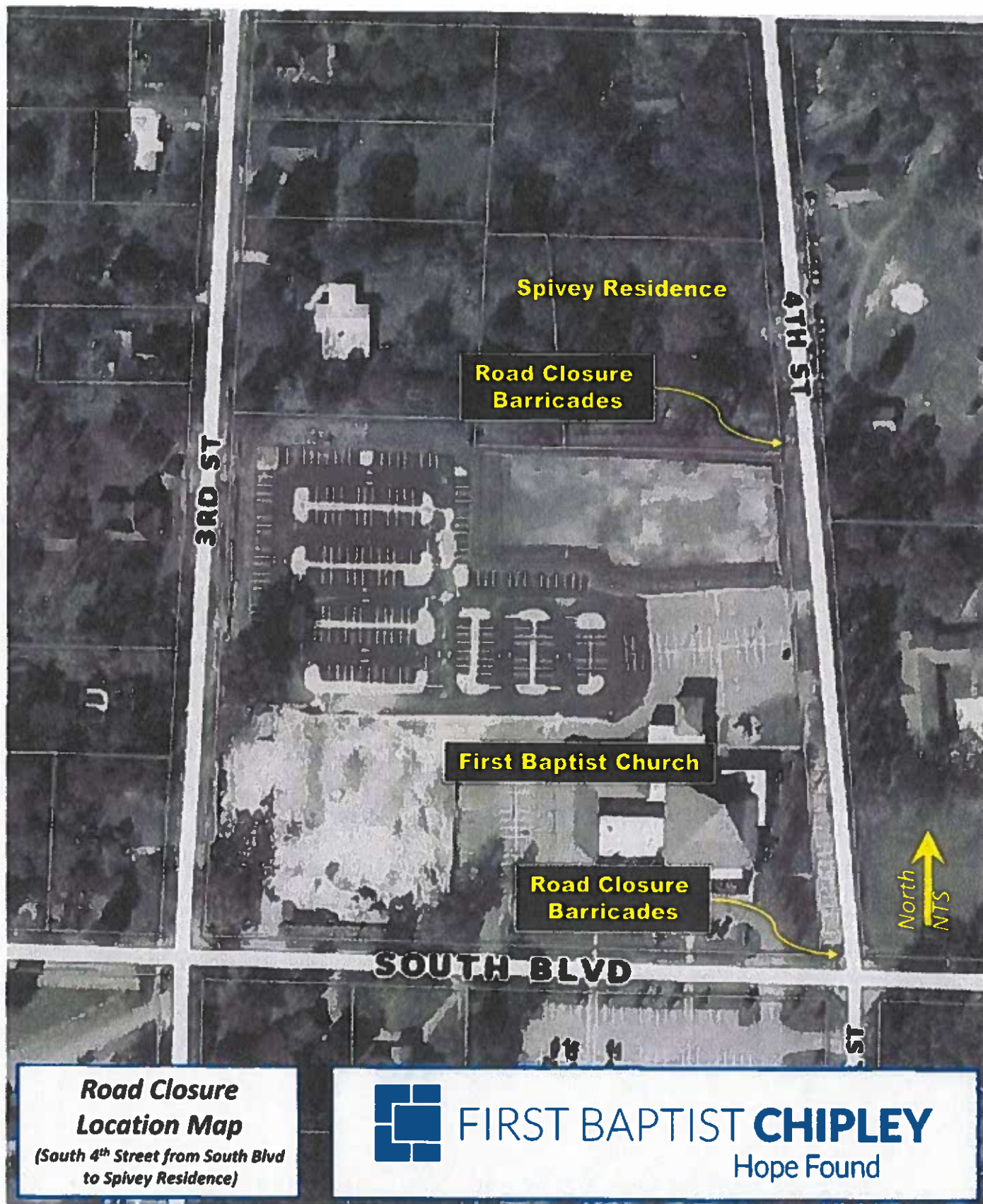
STATE OF FLORIDA
COUNTY OF WASHINGTON

The foregoing instrument was acknowledged before me by Bobby Fletcher, who is personally known to me or who produced _____ as identification, and who executed the foregoing instrument and acknowledge before me that he/she executed the same freely and voluntarily and for purposes expressed therein.

Witness my hand and seal in the County and State last aforesaid this 9 day of September, 20 24.



Jackie Baxley
Notary Public



**Road Closure
Location Map**
(South 4th Street from South Blvd
to Spivey Residence)



FIRST BAPTIST **CHIPLEY**
Hope Found

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: **Resolution No. 24-36** - Florida Department of Commerce Rural Infrastructure Fund (RIF) Application – Downtown Parking Improvements

MEETING DATEPREPARED BY

Tuesday, September 10, 2024Patrice Tanner, City Administrator

SUMMARY

This resolution will approve the submission of an application to the Florida Department of Commerce for a Rural Infrastructure Fund (RIF) Grant for Downtown Parking Improvements to spur economic development and tourism.

RECOMMENDATION

City Staff recommend approval of Resolution No. 24-36.

ATTACHMENTS

1. Resolution No. 24-36

RESOLUTION NO. 24-36

A RESOLUTION BY THE CITY OF CHIPLEY CITY COUNCIL, CHIPLEY, FLORIDA, APPROVING THE SUBMISSION OF AN APPLICATION TO THE STATE OF FLORIDA, DEPARTMENT OF COMMERCE FOR A RURAL INFRASTRUCTURE FUND (RIF) GRANT FOR DOWNTOWN PARKING IMPROVEMENTS TO SPUR ECONOMIC DEVELOPMENT AND TOURISM.

WHEREAS, the City of Chipley recognizes the potential for economic growth and increased tourism within the community; and

WHEREAS, existing parking facilities are currently insufficient to accommodate the needs of visitors, businesses, and residents, which may hinder economic development and tourism; and

WHEREAS, the development of additional parking areas is necessary to support local businesses, attract tourists, and enhance the overall economic vitality of Chipley; and

WHEREAS, the City Council deems it in the best interest of the City to undertake the construction of new parking areas to address these needs; and

WHEREAS, that the City Administrator has authority and rights to execute all required grant related application and agreement documents in the absence of the Mayor.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHIPLEY, FLORIDA, THAT:

1. **Authorization of Construction:** The City Council hereby authorizes the construction of new parking areas in strategic locations throughout Chipley, including but not limited to downtown, near key commercial areas, and at popular tourist attractions.
2. **Funding Allocation:** The City Council directs the City Administrator to allocate funding for the construction of the new parking areas. This funding shall be sourced from a combination of city funds, grants, and any other available financial resources deemed appropriate.
3. **Approval for Grant Application:** The City of Chipley City Council hereby approves the submission of a grant application to Florida Department of Commerce, Rural Infrastructure Fund Grant Program, for funding to construct a new parking area in the City of Chipley.
4. **Project Oversight:** The City of Chipley City Administrator or their designee is authorized and directed to oversee the preparation and submission of the grant application, as well as manage the implementation and administration of the project upon receipt of the grant funding.

5. **Compliance and Reporting:** The City of Chipley City Council will adhere to all grant requirements and reporting obligations as specified by the granting agency and will ensure that the project aligns with the objectives of promoting economic development and tourism.

PASSED AND ADOPTED THIS 10TH DAY OF SEPTEMBER 2024.

CITY OF CHIPLEY

Tracy L. Andrews, Mayor

ATTEST:

Sherry Snell,
City Clerk

DRAFT

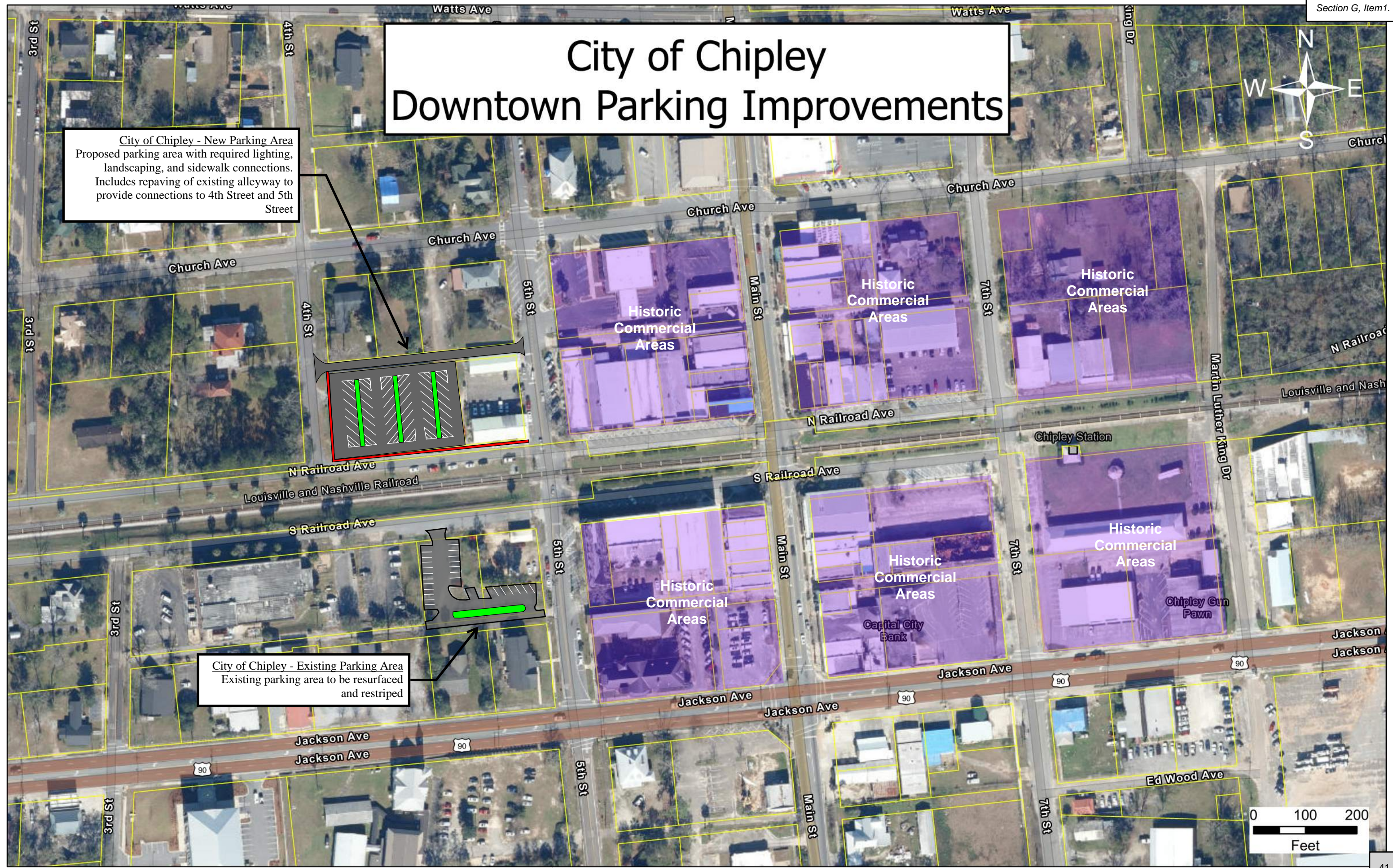
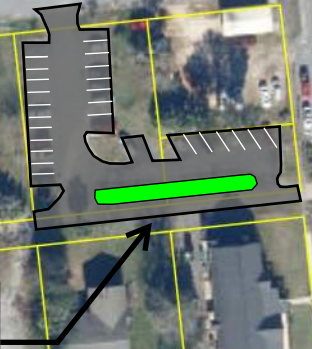
City of Chipley Downtown Parking Improvements



City of Chipley - New Parking Area
Proposed parking area with required lighting, landscaping, and sidewalk connections. Includes repaving of existing alleyway to provide connections to 4th Street and 5th Street



City of Chipley - Existing Parking Area
Existing parking area to be resurfaced and restriped



CITY OF CHIPLEY

STAFF REPORT

SUBJECT: **Resolution No. 24-37 - U.S. Department of Transportation (DOT) - Reconnecting Communities Pilot (RCP) Discretionary Grant Program.**

MEETING DATE

Tuesday, September 10, 2024

PREPARED BY

Patrice Tanner, City Administrator

SUMMARY

This resolution will approve the submission of an application to the U.S. Department of Transportation (DOT) a Reconnecting Communities Pilot (RCP) Discretionary Grant to support the development of preliminary engineering drawings for a comprehensive planning initiative aimed at enhancing three distinct segments in Chipley to include the installation of ADA-compliant sidewalk and crossings, upgraded lighting, landscaping enhancements, and more. This grant is in the amount of \$250,000 with \$50,000 matching funds required.

RECOMMENDATION

City Staff recommend approval of Resolution No. 24-37.

ATTACHMENTS

1. Resolution No. 24-37

RESOLUTION NO. 24-37

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHIPLEY,
FLORIDA AUTHORIZING THE SUBMISSION OF AN APPLICATION
TO THE US DEPARTMENT OF TRANSPORTATION FOR THE
RECONNECTING COMMUNITIES PILOT (RCP) DISCRETIONARY
GRANT PROGRAM.

WHEREAS, the City of Chipley desires to submit an application to the US Department of Transportation for the Reconnecting Communities Pilot (RCP) Discretionary Grant Program; and

WHEREAS, this funding will support the development of preliminary engineering drawings for a comprehensive planning initiative aimed at enhancing three distinct segments in Chipley; and

WHEREAS, the proposed improvements of these segments include the installation of ADA-compliant sidewalk and crossings, upgraded lighting, landscaping enhancements, and more.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF
CHIPLEY, FLORIDA, THAT:

- 1. The City of Chipley hereby authorizes the filing of an application for the Reconnecting Communities Pilot (RCP) Discretionary Grant Program in the amount of \$250,000.00.
- 2. That the Mayor is hereby authorized to execute all documents required in connection with the filing of said application.

PASSED AND ADOPTED THIS 10TH DAY OF SEPTEMBER, 2024.

CITY OF CHIPLEY

ATTEST:

Tracy L. Andrews, Mayor

Sherry Snell,
City Clerk

Reconnecting Communities Pilot Discretionary Grant Program

1. **Feasibility Assessment:** A thorough evaluation of the existing conditions to determine the feasibility of the proposed improvements. This includes assessing current roadway conditions, traffic patterns, sidewalk conditions, ADA accessibility, lighting needs, and the impact of the railroad crossing.
 - **\$30,000**
2. **Conceptual Design and Preliminary Plans:** Development of initial design concepts that outline potential solutions for the identified issues. This includes preliminary layouts for roadway alignment, sidewalk placements, ADA ramps, and lighting fixtures. The design is often laid out on aerial maps, supplemented with graphics, to facilitate public input and ensure community needs are addressed. Drafting of preliminary engineering plans that detail the scope of work. These plans serve as a foundation for further design development and are used to obtain necessary permits and approvals.
 - **\$100,000**
3. **Preliminary Lighting Design & Coordination:** Initial efforts to design appropriate lighting solutions, ensuring compliance with local standards. This includes coordinating with Florida Power & Light (FPL) or the relevant utility provider to integrate the lighting design with existing infrastructure.
 - **\$25,000**
4. **Survey & Right-of-Way Verification:** Gathering and analyzing survey data and property appraiser information to confirm that all proposed work can be accommodated within the existing right-of-way. This step is crucial for avoiding potential conflicts or the need for additional land acquisition.
 - **\$25,000**
5. **Landscape Architecture Input:** Involvement of a landscape architect to draft plans for shade trees and other landscaping elements, ensuring that these features complement the overall design and enhance the roadway's aesthetic appeal.
 - **\$20,000**
6. **Cost Estimates:** Preparation of preliminary cost estimates for the proposed improvements, including materials, labor, and contingencies. These estimates are essential for budgeting and securing funding for the project.
 - **\$18,000 (3 separate estimates, and updates)**
7. **Environmental and Regulatory Review:** Identification of any environmental or regulatory concerns that could impact the project. This includes compliance with ADA standards, environmental impact assessments, and coordination with relevant agencies, such as the railroad company and local authorities.
 - **\$10,000**
8. **Public Engagement:** Conducting initial public outreach or stakeholder meetings to gather input and address concerns from the community. The use of aerial designs and graphics to aid in visualizing the proposed improvements, making it easier for the public to provide feedback.
 - **\$12,000**
9. **Risk Assessment:** Identification of potential risks or challenges that could arise during the project, such as utility conflicts, right-of-way acquisition issues, or construction challenges at the railroad crossing.
 - **\$5,000**

10. **Schedule Development:** Establishment of a preliminary project schedule that outlines key milestones, including design completion, permitting, bidding, and construction phases.
- **\$5,000**



CITY OF CHIPLEY
STAFF REPORT

SUBJECT: Affirmation of CRA Executive Director, CRA Chair, and CRA Vice Chair

MEETING DATE	PREPARED BY
Tuesday, September 10, 2024	Patrice Tanner, City Administrator

SUMMARY
This will affirm Leah Pettis as the new CRA Executive Director, Crystal Abel as the new CRA Chair, and Summer Thomas as the new CRA Vice Chair.

RECOMMENDATION
City Staff recommend approval of Affirmation of the CRA Executive Director – Leah Pettis, CRA Chair – Crystal Abel, and CRA Vice Chair – Summer Thomas

ATTACHMENTS

- 1. Letter



Date: September 10, 2024

To: Chipley City Council

From: CRA Board

Requested Action: Affirmation of New Chairs and Executive Director

Dear Council Members,

I am writing to formally request the affirmation of Crystal Abel as Chair and Summer Thomas as Vice Chair of the Community Redevelopment Agency (CRA), effective October 1, 2024. Both candidates have demonstrated exceptional leadership skills, a strong commitment to the community, and a clear understanding of the mission and goals of the CRA. These two candidates were nominated by the peers they serve along side on the board.

In addition, I request the affirmation of Leah Pettis as the Executive Director of the CRA. Mrs. Pettis has consistently shown dedication to the agency's projects, a visionary approach to redevelopment initiatives, and has a strong record of public service. Her continued leadership will be instrumental in driving the CRA's goals forward and ensuring its success.

We believe that with this leadership team in place, the CRA will continue to thrive in its mission to revitalize and develop our community.

Your support in affirming these appointments is essential to ensuring a smooth and effective transition of leadership. We look forward to your positive consideration of this request.

Thank you for your time and attention to this matter.

Sincerely,

Leah Pettis
Executive Director
Chipley Redevelopment Agency

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Resolution No. 24-38 - State of Florida - Division of Historical Resources Grant Agreement– Old Chipley City Hall

MEETING DATEPREPARED BY

Tuesday, September 10, 2024Patrice Tanner, City Administrator

SUMMARY

This Resolution will approve an agreement with the State of Florida – Division of Historical Resources for architectural/engineering services to plan for the restoration of the Old Chipley City Hall in the amount of \$49,600.00.00, with an agreement end date of 06/30/2025, unless terminated in accordance with the provisions of Section 34 of the Agreement.

RECOMMENDATION

City Staff recommend approval of Resolution No. 24-38.

ATTACHMENTS

1. Agreement.

RESOLUTION NO. 24-38

A RESOLUTION APPROVING AN AGREEMENT IDENTIFIED AS THE STATE OF FLORIDA, DEPARTMENT OF STATE, DIVISION OF HISTORICAL RESOURCES, BETWEEN THE FLORIDA DEPARTMENT OF STATE, AND THE CITY OF CHIPLEY, FLORIDA.

WHEREAS, the State of Florida, Division of Historical Resources, hereinafter referred to as “Division” has approved Grant Agreement No. 25.h.sm.100.031 for the City of Chipley, hereinafter referred to as the “Grantee”; and

WHEREAS, the City of Chipley will use the grant exclusively for the “Old Chipley City Hall”, to procure architectural/engineering services to plan for the restoration of the Old Chipley City Hall by performing a historic conditions assessment; producing a historic conditions assessment report; producing as-built architectural drawings; and developing rehabilitation plan.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHIPLEY, FLORIDA, THAT:

1.

The City of Chipley hereby approves the Florida Department of State Small Matching Grant Agreement No. 25.h.sm.100.031 in the amount of \$49,600.00, with an agreement end date of June 30, 2025.
4.

A certified copy of this Resolution be forwarded to the State of Florida, Department of State, along with the executed Agreement.

PASSED AND ADOPTED by the City Council of the City of Chipley, Florida on this 10th day of September, 2024.

CITY OF CHIPLEY

ATTEST:

Tracy L. Andrews, Mayor

Sherry Snell,
City Clerk

AGREEMENT BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF STATE
AND
City of Chipley
25.h.sm.100.031

This Agreement is by and between the State of Florida, Department of State, Division of Historical Resources hereinafter referred to as the “Division,” and the City of Chipley hereinafter referred to as the "Grantee."

The Grantee has been awarded a Small Matching Grant by the Division, grant number 25.h.sm.100.031 for the Project “Old Chipley City Hall,” in the amount of \$49,600 (“Grant Award Amount”). The Division enters into this Agreement pursuant to Line Item 3226, contained in the 2025 General Appropriations Act, HB5001, Laws of Florida. The Division has the authority to administer this grant in accordance with Section 267.0617, *Florida Statutes*.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **Grant Purpose.** This grant shall be used exclusively for the “Old Chipley City Hall,” the public purpose for which these funds were appropriated.
- a) The Grantee shall perform the following **Scope of Work**:

Grant funds will be used to procure architectural/engineering services to plan for the restoration of the Old Chipley City Hall by performing a historic conditions assessment; producing a historic conditions assessment report; producing as-built architectural drawings; and developing rehabilitation plan.

All tasks associated with the Project shall meet the requirements set forth in this agreement.
- b) The Grantee agrees to provide the following **Deliverables** and **Performance Measures** related to the Scope of Work for payments to be awarded.

#	Payment Type	Deliverable Description	Documentation	Payment Amount
1	Fixed Price	Submit a copy of the historic preservation architect’s credentials and project timeline to the Division for review and approval.	One (1) electronic copy of the historic preservation architect’s credentials; one (1) copy of the project timeline.	\$16,534
2	Fixed Price	Submit a draft copy of the existing conditions assessment report with as-built architectural drawings and a draft copy of the preservation and rehabilitation plan with treatment recommendations to the Division for review and approval.	One (1) electronic draft copy of the existing conditions assessment report with as-built drawings; One (1) electronic draft copy of the preservation and rehabilitation plan with treatment recommendations.	\$16,533

3	Fixed Price	Submit a copy of the final conditions assessment report with as-built architectural drawings to the Division for review and approval. In addition, a Single Audit Form shall be completed by the Grantee and submitted along with the Final Progress Report prior to final payment; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks.	One (1) electronic copy of the final conditions assessment report with as-built architectural drawings; One (1) Single Audit Form; One (1) copy of the final progress report; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks.	\$16,533
Totals				\$49,600

- c) The Grantee has provided an Estimated Project Budget based upon reasonable expenditures projected to accomplish the Grantee's Scope of Work and Deliverables outlined in the Agreement. The Budget provides details of how grant and match funds will be spent. All expenditures shall be in accordance with this budget (which is incorporated as part of this Agreement and entitled Attachment A) and must be incurred during the term of this Agreement, as stated in Section 2 of this Agreement.

2. **Length of Agreement.** This Agreement shall begin on 07/01/24, and shall end 06/30/25, unless terminated in accordance with the provisions of Section 34 of this Agreement. Contract extensions will not be granted unless Grantee is able to provide substantial written justification and the Division approves such extension. The Grantee's written request for such extension must be submitted to the Division no later than thirty (30) days prior to the termination date of this Agreement and no amendment will be valid until a written amendment is signed by both parties as required in Section 7 and Section 15 of this Agreement.
3. **Contract Administration.** The parties are legally bound by the requirements of this Agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement, and will be the official contact for each party. Any notice(s) or other communications in regard to this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below shall be submitted in writing to the contract manager within 10 days of the change.

For the Division of Historical Resources:

Alexa Wilson
Florida Department of State
R.A. Gray Building
500 South Bronough Street
Tallahassee, FL 32399
Phone: 850.245.6372
Email: Alexa.Wilson@dos.myflorida.com

For the Grantee:

Contact: Heather Lopez
Address: P.O. Box 1007 Chipley Florida 32428
Phone: 850.658.4071
Email: director@visitwcfra.com

4. **Grant Payments.** All grant payments are requested online via www.dosgrants.com by submitting a payment request with documentation that the deliverable has been completed. The total grant award shall not exceed the Grant Award Amount, which shall be paid by the Division in consideration for the Grantee's minimum performance as set forth by the terms and conditions of this Agreement. Grant payment requests are not considered complete for purposes of payment until review of the deliverables for compliance with the terms and conditions of this Agreement by the appropriate Division staff is complete and approval of the deliverable given. The grant payment schedule is outlined below:
 - a) All payments will be made in the amounts identified with the Deliverables in Section 1 of this agreement.
 - b) All payments will be made in accordance with the completion of those Deliverables.
5. **Electronic Payments.** The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through electronic funds transfer must submit a Direct Deposit Authorization form to the Florida Department of Financial Services (DFS). If EFT has already been set up for the organization and a payment has been received at the account in the past year, the Grantee does not need to submit another authorization form unless the organization has changed bank accounts. If the grantee has not received a payment at the account in the past year, they should check with DFS at (850) 413-5517 or e-mail at DirectDeposit@MyFloridaCFO.com to see if their EFT request is still active. The authorization form is accessible at https://www.myfloridacfo.com/docssf/accounting-and-auditing-libraries/vendors/vendor-relations/dfs-a1-26e-direct-depositvendors.pdf?sfvrsn=eff728cf_16 where information pertaining to payment status is also available.
6. **Florida Substitute Form W-9.** A completed Substitute Form W-9 is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. The Department of Financial Services (DFS) must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). To register or access a Florida Substitute Form W-9 visit <https://flvendor.myfloridacfo.com/>. **A copy of the Grantee's Florida Substitute Form W-9 must be submitted to the Division, as required, in advance of or with the executed Agreement.**
7. **Amendment to Agreement.** Either party may request modification of the provisions of this Agreement by contacting the Division to request an Amendment to the Contract. **Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.** If changes are implemented without the Division's written approval, the organization is subject to noncompliance, and the grant award is subject to reduction, partial, or complete refund to the State of Florida and termination of this agreement.
8. **Financial Consequences.** The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*.
 - a) Any advanced funds will be returned to the State of Florida if unexpended within the first 3 months of disbursement.
 - b) Payments will be withheld for failure to complete services as identified in the Scope of Work and Deliverables, provide documentation that the deliverable has been completed, or demonstrate the appropriate use of state funds.

- c) If the grantee has spent less than the Grant Award Amount in state funds to complete the Scope of Work, the final payment will be reduced by an amount equal to the difference between spent state dollars and the Grant Award Amount.
- d) The Division may reduce individual payments by 10% if the completed Deliverable does not meet the Secretary of the Interior's Standards and Guidelines or other industry standards applicable to the project.

The Division shall reduce total grant funding for the Project in direct proportion to match contributions not met by the end of the grant period. This reduction shall be calculated by dividing the actual match amount by the required match amount indicated in the Agreement and multiplying the product by the Grant Award Amount indicated in the Agreement. Pursuant to Section 17, Grantee shall refund to the Division any excess funds paid out prior to a reduction of total grant funding.

9. Additional Special Conditions.

Planning Projects.

- a) The Grantee shall submit planning project contracts to the Division for review and approval prior to execution
- b) For planning projects, the Grantee shall follow the planning documents as outlined in the guidelines found online at <https://dos.myflorida.com/historical/grants/small-matching-grants/>.

10. Credit Line(s) to Acknowledge Grant Funding.

Pursuant to Section 286.25, *Florida Statutes*, in publicizing, advertising, or describing the sponsorship of the program the Grantee shall include the following statement:

- a) "This project is sponsored in part by the Department of State, Division of Historical Resources and the State of Florida." Any variation in this language must receive prior approval in writing by the Division.
- b) All site-specific projects must include a Project identification sign, with the aforementioned language, that must be placed on site. The cost of preparation and erection of the Project identification sign are allowable project costs. Routine maintenance costs of Project signs are not allowable project costs. A photograph of the aforementioned sign must be submitted to the Division as soon as it is erected. Non-site-specific projects that produce report(s) must include the aforementioned language in the report.

11. Encumbrance of Funds.

The Grantee shall execute a binding contract for at least a part of the Scope of Work by September 30, except as allowed below.

- a) Extension of Encumbrance Deadline: The encumbrance deadline indicated above may be extended by written approval of the Division. To be eligible for this extension, the Grantee must demonstrate to the Division that encumbrance of grant funding and the required match by binding contract(s) is achievable by the end of the requested extended encumbrance period. The Grantee's written request for extension of the encumbrance deadline must be submitted to the Department no later than fifteen (15) days prior to the encumbrance deadline indicated above.
- b) Encumbrance Deadline Exception: For projects not involving contract services the Grantee and the Department shall consult on a case-by-case basis to develop an acceptable encumbrance schedule.

- 12. Grant Reporting Requirements.** The Grantee must submit the following reports to the Division. All reports shall document the completion of any deliverables/tasks, expenses and activities that occurred during that reporting period. All reports on grant progress will be submitted online via www.dosgrants.com.
- a) **Total Compensation Paid to Non-Profit Personnel Report:**
- If applicable, the Grantee shall complete and return to the Division within 30 days of the execution of this Agreement Attachment C, entitled “Total Compensation Paid to Non-Profit Personnel Using State Funds” which shall satisfy the requirement to provide documentation that indicates the amount of state funds:
- i. Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
 - ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.
- “State funds” means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.
- b) **First Project Progress Report** is due by October 31, for the period ending September 30.
 - c) **Second Project Progress Report** is due by January 31, for the period ending December 31.
 - d) **Third Project Progress Report** is due by April 30, for the period ending March 31.
 - e) **Final Report.** The Grantee must submit a Final Report to the Division within one month of the Grant Period End Date set forth in Section 2 above.
- 13. Matching Funds.** The Grantee is required to provide a 100% match of the Grant Award Amount. Of the required match, a minimum of 25% must be cash on hand. The remaining match may include in-kind services, volunteer labor, donated materials, and additional cash. For projects located in Rural Economic Development Initiative (REDI) counties or communities that have been designated in accordance with Sections 288.0656 and 288.06561, *Florida Statutes*, Grantees may request a waiver of the match amount. Grantees that are Certified Local Government (CLG) organizations and Main Street Program organizations are not required to provide a match. The Grantee must submit documentation that the minimum match requirements have been met and provide to the Division documentation evidencing expenses incurred to comply with this requirement.
- 14. Grant Completion Deadline.** The grant completion deadline is the end date of this Agreement set forth in Section 2 above. The Grant Completion Deadline is the date when all grant and matching funds have been paid out or incurred in accordance with the work described in the Scope of Work, detailed in the Estimated Project Budget. If the Grantee finds it necessary to request an extension of the Grant Completion Deadline, an Amendment to the Agreement must be executed as per Section 7, and the stipulations in Section 15 must be met.
- 15. Extension of the Grant Completion Deadline.** An extension of the completion date must be requested at least thirty (30) days prior to the end of the Grant Period and may not exceed 30 days, unless the Grantee can clearly demonstrate extenuating circumstances. An extenuating circumstance is one that is beyond the control of the

Grantee, and one that prevents timely completion of the Project such as a natural disaster, death or serious illness of the individual responsible for the completion of the Project, litigation related to the Project, or failure of the contractor or architect to provide the services for which they were contracted to provide. An extenuating circumstance does not include failure to read or understand the administrative requirements of a grant or failure to raise sufficient matching funds. Changes to the original completion deadline shall be valid only when requested in writing, approved by the Division, and an Amendment to the Agreement has been executed by both parties and attached to the original of this Agreement. The Grantee must provide documentation that a portion of the grant funds and match contributions are encumbered and demonstrate to the satisfaction of the Division that project work is progressing at a rate such that completion is achievable within the extended Grant Period.

- 16. Non-allowable Grant Expenditures.** The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures shall be in compliance with the state guidelines for allowable Project costs as outlined in the Department of Financial Services' Reference Guide for State Expenditures (revised 11/1/2019), which are incorporated by reference and are available online at https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/stateagencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2. The following categories of expenditures are non-allowable for expenditure of grant funds and as contributions to required match:
- a) Expenditures for work not included in the Scope of Work of the executed Grant Award Agreement;
 - b) Costs of goods and services not procured in accordance with procurement procedures set forth in the Grant Award Agreement;
 - c) Costs not consistent with the grant project type, as described in section V.C.2. of the program guidelines and as selected in the application;
 - d) Expenses incurred or obligated prior to or after the Grant Period, as indicated in the Grant Award Agreement;
 - e) Expenses associated with lobbying or attempting to influence Federal, State or local legislation, the judicial branch or any state agency;
 - f) Expenditures for work not consistent with the applicable historic preservation standards as outlined in the Secretary of the Interior's Guidelines available at <https://www.nps.gov/orgs/1739/secretarystandards-treatment-historic-properties> or applicable industry standards;
 - g) Costs for projects having as their primary purpose the fulfillment of Federal or State historic preservation regulatory requirements, including costs of consultation and mitigation measures required under Section 106 of the National Historic Preservation Act of 1966, as amended, or under Section 267.031, F.S.;
 - h) Projects directed at activities or Historic Properties that are restricted to private or exclusive participation or access, which shall include restricting access on the basis of sex, race, color, religion, national origin, disability, age, pregnancy, handicap or marital status;
 - i) Entertainment, food, beverages, plaques, awards or gifts;
 - j) Costs or value of donations or In-kind Contributions not documented in accordance with the provisions of the Grant Award Agreement;
 - k) Indirect costs including Grantee overhead, management expenses, general operating costs and other costs

that are not readily identifiable as expenditures for the materials and services required to complete the work identified in the Scope of Work in the Grant Award Agreement. Examples of indirect costs include: rent/mortgage, utilities, janitorial services, insurance, accounting, internet service, monthly expenses associated to security systems, non-grant related administrative and clerical staffing, marketing and fundraising activities;

- l) Administrative and project management expenditures such as expenditures that are directly attributable to management of the grant-assisted Project and meeting the reporting and associated requirements of the Grant Award Agreement, whether grant expenditures or match contributions, which in aggregate exceed 5% of the grant award amount;
- m) Grantee operational support (i.e., organization salaries not directly related to grant activities; travel expenditures; per diem; or supplies);
- n) Insurance costs;
- o) Capital improvements to property;
- p) Planning activities for the interior of Religious Properties (Exception: planning related to structural elements of the building. Examples include: foundation repairs, repairs to columns, load bearing wall framing, roof framing, masonry repairs, window and exterior door repairs and restoration practices associated with the building envelope);
- q) Planning for accessibility improvements for Religious Properties;
- r) Furniture, including but not limited to: desks, tables, seating, rugs and mats, artwork and decorations, window treatments, case goods (including cabinets, countertops, or bookshelves) with no historic precedent, systems' furniture, movable partitions and acoustical treatments and components, unless specific prior approval has been granted by the Division;
- s) Equipment
 - 1. Purchase of all equipment directly or indirectly related to the project is non-allowable, even if such equipment is necessary for the completion of the project. Non-allowable equipment includes, but is not limited to, portable sound systems, specialty fixtures and equipment, visual display units, televisions, appliances, computers, cameras, printers, scanners, projection systems, portable light fixtures, and total stations, anchors and other objects needed to operate boats and ships, pumps, jacks, and other tools, unless specific prior approval has been granted by the Division
 - 2. If special equipment is required for completion of the Project, it shall be rented for the grant term unless it can be shown that acquiring the equipment is cheaper than renting the equipment and approval has been provided by the Division as part of the documentation presented at the time of application. If the value of special equipment is to be used as a match contribution, the value of the match contribution shall be limited to the cost of rental for the Grant Period at the market rate for such rental in the region. Approved special equipment purchased with grant funds that cost more than \$5,000 and have a useful life of more than one year will be returned to the Department at the end of the grant period, prior to final payment
- t) Supplies that will not be consumed in use during the duration of this project;

- u) Maintenance of boats, cars, trailers or other vehicles;
- v) Costs associated with attending or hosting conferences, summits, workshops or presentations including facility rental fees (Exception: municipal or county required public meetings necessary for completion of the grant-assisted project);
- w) Travel expenditures, including those of personnel responsible for items of work approved by the Division, administrative personnel, contracted or subcontracted employees, either for purposes of work on-site or research off-site; and
- x) Tuition waivers, fees, and other non-grant related costs associated with employing students for grant projects.

- 17. Unobligated and Unearned Funds and Allowable Costs.** In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state financial assistance must be in compliance with the laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the *Reference Guide for State Expenditures*.
- 18. Repayment.** All refunds or repayments to be made to the Department under this Agreement are to be made payable to the order of the "Department of State" and mailed directly to the following address: Florida Department of State, Attention: Grants Program Supervisor, Division of Historical Resources, 500 South Bronough Street Tallahassee, FL 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Grantee shall pay to the Department a service fee of \$15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.
- 19. Single Audit Act.** Each Grantee, other than a Grantee that is a State agency, shall submit to an audit pursuant to Section 215.97, *Florida Statutes*. See Attachment B for additional information regarding this requirement.
- 20. Retention of Accounting Records.** Financial records, supporting documents, statistical records, and all other records including electronic storage media pertinent to the Project shall be retained for a period of five (5) years after the close out of the grant. If any litigation or audit is initiated, or claim made, before the expiration of the five-year period, the records shall be retained until the litigation, audit, or claim has been resolved.
- 21. Obligation to Provide State Access to Grant Records.** The Grantee must make all grant records of expenditures, copies of reports, books, and related documentation available to the Division or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts, and transcripts.
- 22. Obligation to Provide Public Access to Grant Records.** The Division reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Grantee must immediately contact the Division's Contract Manager for assistance if it receives a public records request related to this Agreement.

- 23. Investment of Funds Received But Not Paid Out.** The Grantee may temporarily invest any or all grant funds received but not expended, in an interest bearing account pursuant to Section 216.181(16)(b), *Florida Statutes*. Interest earned on such investments should be returned to the Division quarterly, except that interest accrued less than \$100 within any quarter may be held until the next quarter when the accrued interest totals more than \$100. All interest accrued and not paid to the Division, regardless of amount, must be submitted with the Grantee's final Progress Report at the end of the Grant Period.
- 24. Noncompliance with Grant Requirements.** Any Grantee that has not submitted required reports or satisfied other administrative requirements for this grant or other Division of Historical Resources grants or grants from any other Florida Department of State (DOS) Division will be in noncompliance status and subject to the DOS Grants Compliance Procedure. Grant compliance issues must be resolved before a grant award agreement may be executed, and before grant payments for any DOS grant may be released.
- 25. Accounting Requirements.** The Grantee must maintain their financial records in such a manner that provides a complete record of the use of all grant funds as follows:
- a) The records must be able to specifically provide an audit trail that traces the receipt, maintenance, and expenditure of state funds;
 - b) Accounting records must adequately identify the sources and application of funds for all grant activities and must classify and identify grant funds by using the same budget categories as approved in the grant application. If Grantee's accounting records accumulate data in a different format than the one specified in this agreement, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Division.
 - c) An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget.
 - d) The Grantee's accounting records must have effective control over and accountability for all funds, property, and other assets; and
 - e) Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills, and canceled checks).
- 26. Accounting Documentation** For every expense related to the use of grant or match funds and in-kind contributions the Grantee must submit documentation that demonstrates the expense and/or contribution as follows:
- a) For all non-personnel costs, the Grantee must provide invoices/receipts and proof of payment (i.e. canceled/processed checks or bank statements). If these costs are donated in-kind contributions, the grantee must justify the donated value.
 - b) For personnel costs, the Grantee must provide timesheets that are signed by the employee documenting the hours worked, include the cost per hour, and demonstrate a clear relationship to the submitted payment documentation. If donated in-kind, justify the donated hourly value.
 - c) All costs are required to be reconciled using the "Expenditure Log" in DOSgrants.com. All entries in this log must be supported by the documentation requirements described in this section.
- 27. Availability of State Funds.** The State of Florida's performance and obligation to pay under this Agreement are

contingent upon an annual appropriation by the Florida Legislature, or the United States Congress in the case of a federally funded grant. In the event that the state or federal funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Division shall have no further liability to the Grantee, beyond those amounts already released prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.

- 28. Independent Contractor Status of Grantee.** The Grantee, if not a state agency, agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents, or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.
- 29. Grantee's Subcontractors.** The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Division shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that each of its subcontractors will be deemed to be "independent contractors" and will not be considered or permitted to be agents, servants, joint ventures, or partners of the Division.
- 30. Liability.** The Division will not assume any liability for the acts, omissions to act, or negligence of, the Grantee, its agents, servants, or employees; nor may the Grantee exclude liability for its own acts, omissions to act, or negligence, to the Division.
- a) The Grantee shall be responsible for claims of any nature, including but not limited to injury, death, and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees, and subcontractors. The Grantee, other than a Grantee which is the State or the State's agencies or subdivisions, as defined in Section 768.28, *Florida Statutes*, shall indemnify and hold the Division harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with that Section.
 - b) Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity, or increases the limits of its liability, by entering into this Agreement.
 - c) The Division shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.
 - d) The Grantee shall be responsible for all work performed and all expenses incurred in connection with the Project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities; and provided that it is understood by the Grantee that the Division shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- 31. Strict Compliance with Laws.** The Grantee shall perform all acts required by this Agreement in strict conformity

with all applicable local, state and federal laws and regulations. The Grantee shall during the term of this Agreement be in strict conformity with all applicable local, state and federal laws and regulations.

- 32. No Discrimination.** The Grantee and their subcontractors may not discriminate against any employee employed under this Agreement, or against any applicant for employment because of race, color, religion, gender, national origin, age, pregnancy, handicap or marital status. The following or a similar provision must be inserted into all of the subcontracts for services executed under this Agreement:
- a) No employee or applicant for employment engaged under this Agreement may be discriminated against because of race, color, religion, gender, national origin, age, pregnancy, handicap or marital status
- 33. Breach of Agreement.** The Division will demand the return of grant funds already received, will withhold subsequent payments, and/or will terminate this agreement if the Grantee improperly expends and manages grant funds, fails to prepare, preserve or surrender records required by this Agreement, or otherwise violates this Agreement.
- 34. Termination of Agreement.**
- a) Termination by the Division. The Division will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Division will provide the Grantee a notice of its violation by letter, and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Division will terminate this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Division terminates this Agreement, the Grantee will be compensated for any work completed in accordance with this Agreement, prior to the notification of termination, if the Division deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Division, with interest, within thirty (30) days after termination of this Agreement. The Division does not waive any of its rights to additional damages, if grant funds are returned under this Section.
 - b) Termination for convenience. The Division or the Grantee may terminate the grant in whole or in part when both parties agree that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds. The two parties will agree upon the termination conditions, including the effective date, and in the case of partial terminations, the portion to be terminated.
 - c) Termination by Grantee. The Grantee may unilaterally cancel the grant at any time prior to the first payment on the grant although the Department must be notified in writing prior to cancellation. After the initial payment, the Project may be terminated, modified, or amended by the Grantee only by mutual agreement of the Grantee and the Division. Request for termination prior to completion must fully detail the reasons for the action and the proposed disposition of the uncompleted work.
- 35. Preservation of Remedies.** No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or violation by either party under this Agreement, shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default.
- 36. Non-Assignment of Agreement.** The Grantee may not assign, sublicense nor otherwise transfer its rights, duties

or obligations under this Agreement without the prior written consent of the Division, which consent shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the Project. If the Division approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties, and obligations of the Division to another governmental entity pursuant to Section 20.06, *Florida Statutes*, or otherwise, the rights, duties, and obligations under this Agreement shall be transferred to the successor governmental agency as if it was the original party to this Agreement.

- 37. Required Procurement Procedures for Obtaining Goods and Services.** The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project. Procurement documentation supporting maximum open competition may be requested by the Division for review and approval prior to execution of these subcontracts.
- a) The Grantee must procure all professional services (architects, conservators, historic preservation consultant structural engineers, landscape architects) using at least a request for qualifications, and the grantee must solicit at least three (3) responses to their request for the service.
 - b) All contracts for procurement of goods and services (construction, exhibit fabrication, etc.) not included in Section 37.a. as described above must be procured in the manner described below:
 - 1. Procurement of Goods and Services Not Exceeding \$35,000. The Grantee must use the applicable procurement method described below:
 - i. Purchases Up to \$2,500: Procurement of goods and services where individual purchases do not exceed \$2,500 may be conducted at the Grantee's discretion using good purchasing practices.
 - ii. Purchases or Contract Amounts Between \$2,500 and \$35,000: Goods and services costing between \$2,500 and \$35,000 require informal competition such as written quotations and informal bids, and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.
 - 2. Procurement of Goods and Services Exceeding \$35,000. Goods and services costing over \$35,000 may be procured by either formal invitation to bid or request for proposals, and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.
 - i. Any formal competitive solicitation shall be made available simultaneously to all vendors, must include the time and date for the receipt of bids, proposals, or replies and of the public opening, and must include all contractual terms and conditions applicable to the procurement, and the criteria to be used in determining acceptability and relative merit of the bid, proposal, or reply.
 - c) State entities should follow required procedures set forth in Chapter 287, *Florida Statutes* and Rule 60A 1.002 of Florida Administrative Code. If the grantee is a non-state entity (local government or non-profit organization) and has existing procurement requirements and procedures, follow the more restrictive, as long as state requirements are still met.
- 38. Conflicts of Interest.** The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes*, and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The Grantee further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State Employee to avoid a potential violation of those statutes.
- 39. Binding of Successors.** This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Division of Historical Resources.

- 40. No Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
- 41. Severability.** If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.
- 42. Americans with Disabilities Act.** All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes*, and the Americans with Disabilities Act of 1990 as amended (42 U.S.C. 12101, et seq.), which is incorporated herein by reference.
- 43. Governing Law.** This Agreement shall be construed, performed, and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.
- 44. Rural Communities.** If the Grantee is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting either of the criteria set forth below, the Grantee may elect in writing to exercise this provision.
- a) A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or
 - b) A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., and which is located in a fiscally constrained county, as defined in section 218.67(1). If the Grantee meets the criteria set forth in this paragraph, then the Grantee is deemed to have demonstrated a financial hardship.
- 45. Restrictive Covenants.** In accordance with section 287.05805, *Florida Statutes*, for Acquisition and Development projects directed at Real Property, if funded, the Grantee (and the Property Owner, if not the Grantee), prior to the release of the first installment of grant funds, **must** grant to the Florida Department of State a security interest in the Real Property at least to the amount of state funds to be provided in the grant agreement. This security interest shall be recorded in the form of a restrictive covenant on the Real Property, active for a period of fifteen (15) years for Development or active for twenty (20) years for an Acquisition. The Grantee (and the Property Owner, if not the Grantee) shall record the security interest in the office of the clerk of the circuit court of the county, or another office serving as the county recorder as provided by law, in which the Real Property is located.
- 46. Entire Agreement.** The entire Agreement of the parties consists of the following documents:
- a) This Agreement
 - b) Estimated Project Budget (Attachment A)
 - c) Single Audit Act Requirements and Exhibit I (Attachment B)
 - d) Total Compensation Paid to Non-Profit Personnel Using State Funds (Attachment C)

In acknowledgment of this grant, provided from funds appropriated in the 2025 General Appropriation Act, I hereby certify that I have read this entire Agreement, and will comply with all of its requirements.

Department of State:

By:

Alissa Lotane, Division Director

Date

Grantee:

By:

Authorizing Official for the Grantee

Typed name and title

Date

ATTACHMENT A

Estimated Project Budget

Description	Grant Funds	Cash Match	In Kind Match
Existing Conditions Report	\$49,600	\$0	\$0
Totals	\$49,600	\$0	\$0

ATTACHMENT B

FLORIDA SINGLE AUDIT ACT REQUIREMENTS

AUDIT REQUIREMENTS

The administration of resources awarded by the Department of State to the Grantee may be subject to audits and/or monitoring by the Department of State as described in this Addendum to the Grant Award Agreement.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, *Florida Statutes* (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department of State. In the event the Department of State determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Department of State staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

Part I: Federally Funded

This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this agreement lists the federal resources awarded through the Department of State by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of State. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

U.S. Government Printing Office www.ecfr.gov

Part II: State Funded

This part is applicable if the recipient is a nonstate entity as defined by section 215.97(2), F.S.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement lists the state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, 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.
2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than \$750,000 in state financial assistance in its fiscal and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

State of Florida Department Financial Services (Chief Financial Officer)
<http://www.myfloridacfo.com/>

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act)
<http://www.leg.state.fl.us/>

Part III: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this agreement shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to each of the following:
 1. The Department of State through the <https://dosgrants.com/> grants management system.

2. The Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

1. The Department of State through the <https://dosgrants.com/> grants management system.
2. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Any reports, management letters, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
4. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

Part V: Record Retention

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five years from the date the audit report is issued, and shall allow the Department of State, or its designee, the CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of State, or its designee, the CFO, or Auditor General upon request for a period of at least three years from the date the audit report is issued, unless extended in writing by the Department of State.

EXHIBIT 1**FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING:**

Not applicable.

**COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED
PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

Not applicable.

**STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST
OF THE FOLLOWING:****MATCHING RESOURCES FOR FEDERAL PROGRAMS:**

Not applicable.

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Florida Department of State Historic Preservation Grants; CSFA Number 45.031. Award Amount: \$49,600

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO
THIS AGREEMENT ARE AS FOLLOWS:**

The compliance requirements of this state project may be found in Part Four (State Project Compliance Requirements) of the State Projects Compliance Supplement located at <https://apps.fldfs.com/fsaa/>.

ATTACHMENT C

Total Compensation Paid to Non-Profit Personnel Using State Funds

Name: Title: Agency Agreement/Contract # Total Contract Amount Contract Term: Invoice Number Invoice Period			
Line Item Budget Category	Total Amount Allocated	Total Amount Paid	Amount Paid from State Funds
Salaries			
Fringe Benefits			
Bonuses			
Accrued Paid Time Off			
Severance Payments			
Retirement Contributions			
In-Kind Payments			
Incentive Payments			
Reimbursements/Allowances			
Moving Expenses			
Transportation Costs			
Telephone Services			
Medical Services Costs			
Housing Costs			
Meals			
Amount Paid to Date			
CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.			
Name:			
Signature:			
Title:			
Date:			

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: **Resolution No. 24-39** - Florida Department of Commerce Rural Infrastructure Fund (RIF) Application – Brickyard Road Wastewater Project

MEETING DATEPREPARED BY

Tuesday, September 10, 2024Patrice Tanner, City Administrator

SUMMARY

This resolution will approve the submission of an application to the Florida Department of Commerce for a Rural Infrastructure Fund (RIF) Grant for the Brickyard Wastewater Project to spur economic development and tourism.

RECOMMENDATION

City Staff recommend approval of Resolution No. 24-39.

ATTACHMENTS

1. Resolution No. 24-39

RESOLUTION NO. 24-39

A RESOLUTION BY THE CITY OF CHIPLEY CITY COUNCIL, CHIPLEY, FLORIDA, APPROVING THE SUBMISSION OF AN APPLICATION TO THE STATE OF FLORIDA, DEPARTMENT OF COMMERCE FOR A RURAL INFRASTRUCTURE FUND (RIF) GRANT FOR THE PLANNING FOR THE BRICKYARD ROAD WASTEWATER PROJECT.

WHEREAS, the City of Chipley recognizes the potential for economic growth and increased tourism within the community; and

WHEREAS, existing wastewater capacity is currently insufficient to accommodate the needs of visitors, businesses, and residents, which may hinder economic development and tourism; and

WHEREAS, the construction of additional sanitary sewer lines on Brickyard Road is necessary to support local businesses, attract tourists, and enhance the overall economic vitality of Chipley; and

WHEREAS, the City Council deems it in the best interest of the City to undertake the planning and design of sanitary sewer lines to address these wastewater needs; and

WHEREAS, that the City Administrator has authority and rights to execute all required grant related application and agreement documents in the absence of the Mayor.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHIPLEY, FLORIDA, THAT:

1. **Authorization of Planning:** The City Council hereby authorizes the planning and design for new sanitary sewer lines on Brickyard Road to serve both industrial and residential areas.
2. **Funding Allocation:** The City Council directs the City Administrator to allocate funding for the planning and design of the new sanitary sewer lines on Brickyard Road. This funding shall be sourced from a combination of city funds, grants, and any other available financial resources deemed appropriate.
3. **Approval for Grant Application:** The City of Chipley City Council hereby approves the submission of a grant application to Florida Department of Commerce, Rural Infrastructure Fund Grant Program, for funding for design and planning for the sanitary sewer line on Brickyard Road in the City of Chipley.
4. **Project Oversight:** The City of Chipley City Administrator or their designee is authorized and directed to oversee the preparation and submission of the grant application, as well as manage the implementation and administration of the project upon receipt of the grant funding.

5. **Compliance and Reporting:** The City of Chipley City Council will adhere to all grant requirements and reporting obligations as specified by the granting agency and will ensure that the project aligns with the objectives of promoting economic development and tourism.

PASSED AND ADOPTED THIS 10TH DAY OF SEPTEMBER, 2024.

CITY OF CHIPLEY

Tracy L. Andrews, Mayor

ATTEST:

Sherry Snell
City Clerk

DRAFT

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: **Resolution No. 24-40** - Florida Department of Commerce Rural Infrastructure Fund (RIF) Application – I-10 and SR 77 Interchange

MEETING DATEPREPARED BY

Tuesday, September 10, 2024Patrice Tanner, City Administrator

SUMMARY

This resolution will approve the submission of an application to the Florida Department of Commerce for a Rural Infrastructure Fund (RIF) Grant for the I-10 and SR 77 Interchange to spur economic development and tourism.

RECOMMENDATION

City Staff recommend approval of Resolution No. 24-40.

ATTACHMENTS

1. Resolution No. 24-40

RESOLUTION NO. 24-40

A RESOLUTION BY THE CITY OF CHIPLEY CITY COUNCIL, CHIPLEY, FLORIDA, APPROVING THE SUBMISSION OF AN APPLICATION TO THE STATE OF FLORIDA, DEPARTMENT OF COMMERCE FOR A RURAL INFRASTRUCTURE FUND (RIF) GRANT FOR THE PLANNING AND DESIGN FOR NEEDED INFRASTRUCTURE AT THE I-10 AND SR 77 INTERCHANGE.

WHEREAS, the City of Chipley recognizes the potential for economic growth and increased tourism within the community; and

WHEREAS, existing infrastructure at I-10 and SR 77 is currently insufficient to accommodate the needs of visitors, businesses, and residents, which may hinder economic development and tourism; and

WHEREAS, the planning and design for infrastructure south of this intersection is necessary to support local businesses, attract tourists, and enhance the overall economic vitality of Chipley; and

WHEREAS, the City Council deems it in the best interest of the City to undertake the planning and design of infrastructure south of I-10 and SR 77; and

WHEREAS, that the City Administrator has authority and rights to execute all required grant related application and agreement documents in the absence of the Mayor.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHIPLEY, FLORIDA, THAT:

1. **Authorization of Planning:** The City Council hereby authorizes the planning and design for infrastructure south of the intersection of I-10 and SR 77.
2. **Funding Allocation:** The City Council directs the City Administrator to allocate funding for the planning and design of infrastructure south of the intersection of I-10 and SR 77. This funding shall be sourced from a combination of city funds, grants, and any other available financial resources deemed appropriate.
3. **Approval for Grant Application:** The City of Chipley City Council hereby approves the submission of a grant application to Florida Department of Commerce, Rural Infrastructure Fund Grant Program, for funding for design and planning for infrastructure south of the intersection of I-10 and SR 77 in the City of Chipley.
4. **Project Oversight:** The City of Chipley City Administrator or their designee is authorized and directed to oversee the preparation and submission of the grant application, as well as manage the implementation and administration of the project upon receipt of the grant funding.

5. **Compliance and Reporting:** The City of Chipley City Council will adhere to all grant requirements and reporting obligations as specified by the granting agency and will ensure that the project aligns with the objectives of promoting economic development and tourism.

PASSED AND ADOPTED THIS 10TH DAY OF SEPTEMBER, 2024.

CITY OF CHIPLEY

ATTEST:

Tracy L. Andrews, Mayor

Sherry Snell, City Clerk

DRAFT

You are invited to a Zoom webinar.

When: **September 10, 2024 5:00 PM** Central Time (US and Canada)

Topic: **City Council Meeting**

Please click the link below to join the webinar:

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