



**City of Chipley  
City Council Meeting**

July 08, 2025 at 5:00 PM

City Hall - 1442 Jackson Avenue, Chipley, FL 32428

**AGENDA**

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**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 - June 10, 2025

2. Special Council Meeting - June 26, 2025

**F. DEPARTMENT REPORTS**

1. Attorney Report

2. Fire Department Report

3. Code Enforcement Report

4. Planning & Zoning Report

5. Police Department Report

6. Public Works Department Report

7. Recreation Department Report

8. Water Utilities Department Report

[9.](#) Finance Department Report

[10.](#) City Administrator Report

#### **G. CONSENT AGENDA**

[1.](#) **Request for Development Order and Certificate of Appropriateness** – 1414 Main Street - Rivertown Community Church, Inc.

[2.](#) **Resolution No. 25-39** – Firefighters Assistance Grant

[3.](#) **Resolution No. 25-40** - FDEP SRF Clean Water Loan Reserve Repayment Account

#### **H. AGENDA ITEMS**

[1.](#) **RFQ No. 2025-03** - Real Estate Master Agreement and Task Order No. 1 – Elite Realty

[2.](#) **RFQ No. 2025-04** - Agreement for Professional Services –Rural Infrastructure Fund Grant - Mott MacDonald Florida, LLC

[3.](#) **Code Enforcement Fines** - 566 Martin Luther King Drive

[4.](#) **FDOS Old City Hall Grant Final Report**

[5.](#) **Parking Space Lease** - Jeanette Rathburn - Discussion

#### **I. OTHER BUSINESS**

#### **J. ADJOURN**

#### **K. ZOOM**

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**  
**June 10, 2025 at 5:00 p.m.**

**Attendees:**

Ms. Tracy Andrews, Mayor  
 Mrs. Linda Cain, Council Member  
 Mr. Leonard Blount, Council Member

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

**Others Present Were:**

Mrs. Patrice Tanner, City Administrator  
 Mr. Guy Lane, Asst. City Admin. /Public Works Dir.  
 Mrs. Michelle Jordan, City Attorney

Ms. Sherry Snell, City Clerk  
 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 Council Member Russell and Mayor Andrews led the pledge to the American Flag.

**C. APPROVAL OF AGENDA**

Mayor Andrews added #4) Code Case – 777 West Blvd; #5) Little STEM Library and added Tim Parsons – Liberty Partners of Tallahassee, LLC following the proclamation.

**A motion was made by Council Member Russell and seconded by Council Member Blount to approve the agenda with the additions. 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.

No citizen requests. No further discussion.

E. APPROVAL OF MINUTES

- 1. Regular Council Meeting - April 8, 2025
- 2. Special Council Meeting - April 10, 2025
- 3. Special Council Meeting – May 6, 2025
- 4. Regular Council Meeting – May 13, 2025
- 5. Special Council Meeting – May 29, 2025

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

F. PRESENTATIONS

1. Proclamation – Small Cities Month

Mayor Andrews read the proclamation recognizing June 2025 as Small Cities Month encouraging everyone to recognize this event and to work together this month and throughout the year to invest in small cities and towns to better the lives of all citizens.

Tim Parsons, Liberty Partners of Tallahassee, LLC. Mr. Parsons stated the legislature still has not passed the budget and it’s been a difficult session. The city submitted three projects for legislative appropriation funding and yesterday there was some confirmation that two of those requests will be approved. We have not received official notice but I wanted to share with you that it looks like the Pecan Street Resurfacing Project will be funded at \$750,000 and the Police Equipment request will be funded at \$400,000. Once it is official, I will send the end of session summary to you. Discussion ensued.

G. CONSENT AGENDA ITEMS

- 1. Resolution No. 25-36 – Florida Department of Agriculture and Consumer Services Agreement – Wastewater Treatment Facility (WWTF)
- 2. Resolution No. 25-37 - State of Florida – Department of Management Services Local Government Cybersecurity Grant Program Agreement No. DMS-24/25-340 (CSFA No. 72.016)
- 3. Resolution No. 25-38 - Peoples South Bank Loan – Police Department.
- 4. Reappointment of Planning & Zoning Commission Member – Wanda Owens.

Mr. Russell asked if Planning & Zoning Commission members were required to live in or own a business inside the city limits. Mrs. Tanner stated the city code allows any interested person to be appointed. Discussion ensued.

A motion was made by Council Member Cain and seconded by Council Member McCall to approve the consent agenda items. The motion passed unanimously.

H. AGENDA ITEMS

- 1. Ordinance No. 994 (Public Hearing) – Sidewalk Solicitation. Mayor Andrews closed the regular meeting and opened the public hearing at 5:14 p.m. Mrs. Tanner read Ordinance No. 994 by title:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF

**CHIPLEY, FLORIDA, REPEALING SECTIONS 34-5 AND 34-6 OF THE CITY OF CHIPLEY CODE OF ORDINANCES IN THEIR ENTIRETIES; ESTABLISHING REGULATIONS FOR THE SOLICITATION OF DONATIONS AND SALE OF GOODS AND SERVICES ON PUBLIC ROADWAYS AND DESIGNATED AREAS; PROVIDING FOR PERMIT REQUIREMENTS AND APPROVAL CRITERIA; AND PROVIDING FOR TEMPORARY EXCEPTIONS FOR SPECIAL EVENTS; WITH THE PURPOSE OF PROMOTING PUBLIC SAFETY AND ENSURING THE ORDERLY USE OF PUBLIC SPACES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

Mrs. Tanner explained this Ordinance, if approved, will repeal Sections 34-5 and 34-6 of the City of Chipley Code of Ordinances establishing regulations for the solicitation of donations and sale of goods and services on public roadways and designated areas. Provide for permit requirements and approval criteria. And provide for temporary exceptions for special events. Official notice to advise the public of the proposed adoption of Ordinance No. 994 was published in the Washington County News on May 28, 2025. The ad complied with the legal requirements of the City Code and Florida Statutes.

Mayor Andrews closed the public hearing and opened the regular meeting at 5:16 p.m. No further discussion.

**A motion was made by Council Member Russell and seconded by Council Member McCall to approve the final reading of Ordinance No. 994. The motion passed unanimously.**

2. **Ordinance No. 995 (First Reading)** – Amendment to Chapter 6 – Animal Control. Mrs. Tanner explained this Ordinance, if approved, will amend Chapter 6 – Animal Control of the City Code of Chipley, Florida, addressing animal control by removing breed-specific regulations and introducing provisions for dangerous animals. It establishes clear definitions and measurements for noise nuisances, implements tiered penalties for violations, and outlines owner responsibilities and enforcement mechanisms. The ordinance also mandates community education on responsible pet ownership, ensures alignment with Florida Statutes. Attorney Jordan stated she focused on the mandated changes and added some guidelines for dogs on chains. Mayor Andrews asked about cats roaming on your property or fences for dogs. Attorney Jordan stated she did not make any changes for cats but Section 6-38 does address them being a nuisance. She stated other cities implement a catch/neuter/release program. Mr. Russell asked about the cost to do that. Attorney Jordan stated you would have to discuss a program with local veterinarians. Mrs. Cain stated we have a leash law. Mr. Lane stated they have to be on a leash or under verbal control if you are not on your property. Mr. Russell asked about a stronger punishment. Mr. Lane stated if we carry an animal to the animal control facility, the owner has to pay a fee of \$45 at City Hall and pays the facility for a rabies shot if they can't provide proof from a veterinarian. With the changes in this Ordinance it states a fee of \$100 for the second violation and \$250 with the third violation. Mrs. Tanner asked how would we enforce the mandatory attendance at a city-approved responsible pet ownership class. Attorney Jordan stated you would have to put a system in place. Mrs. Tanner asked if community education is required by the Florida Statutes. Attorney Jordan stated it was not and was just a suggestion. Mrs. Tanner stated it could possibly be offered once a year and they could be required to talk to Mr. Lane before getting their animal back. Mrs. Tanner stated we could also post some information on the website. Mayor Andrews stated that Attorney Jordan would go back over the ordinance to make changes and bring back to council for review. Discussion ensued.
3. **Washington County School District Summer Lunch Program** – Jiranda White, Director of Federal Programs and Food Service. Mrs. White stated the Washington County School District offers a Summer Lunch Program with eight different sites they can go to get meals. The program runs June 9 – July 31, Monday through Thursday from 9 a.m. to 12:00 p.m. and they are trying

to let everyone know to help increase participation. Mr. Russell asked if the information could be placed in the July bills and posted on the city Facebook page. Mrs. Tanner said she would make sure that is done. Discussion ensued.

4. **Code Case #189 – 777 West Boulevard, Parcel #00-1990-0000.** Mrs. Tanner explained Code Case # 189 - Michael & Amanda Taylor, 777 West Boulevard, Parcel # 00-1990-0000, is an active case and was heard before the Special Magistrate, on October 27, 2022. An order was issued stating the owner had 60 days to bring property into compliance or the property would be assessed with daily fines of \$50 until the property is brought into compliance. This property is still in non-compliance with the City of Chipley, Code of Ordinances. This property is homestead property and has not gone through the foreclosure process with the City of Chipley. The fines total as of 06/10/2025 are \$47,450 and legal fees \$1,090, for a total of \$48,540.00. Mr. Adrian Rodriguez is in attendance via zoom to discuss the fines and the lien on this property.

Mr. Rodriguez stated he is under contract to purchase the home, renovate and clean up the property. The title work and lien search found code violations. My intention is to bring it into compliance by cleaning up the outside. I wanted to find out if you offer a stipulated agreement if I buy it to be given 45-60 days to mitigate for a reduced payoff. Mayor Andrews stated we currently do not have a program in place, but would love to see the property brought into compliance in hopes of beautifying our community. Mrs. Tanner stated he is asking to waive or reduce the fees. Ms. McCall stated the employee costs should be included in the total as well. Mr. Rodriguez stated the closing date was June 20<sup>th</sup> but he could try and request more time. Mr. Russell asked if he could meet with the City Administrator to make a plan. Mr. Rodriguez stated he is in south Florida but could do a conference call. Attorney Jordan asked if he is given 60 days and does not meet the timeline what would be the penalty. Mr. Rodriguez stated if he does not meet the timeline, then he is on the hook for the full amount for fines and legal fees. Attorney Jordan stated she could work with that. Mrs. Tanner stated after going over the order written by the Special Magistrate, she found something that was not included. The order stated a permit was not pulled, but the fence is also in violation with the height and materials used which are not allowed. Mayor Andrews stated if we give Mrs. Tanner the authority to negotiate and work with the attorney then she can let council know the final outcome. Mr. Rodriguez stated his due diligence period is over on the 14<sup>th</sup> but he can try to extend. Mrs. Tanner asked Attorney Jordan if she gets the numbers to her by the 17<sup>th</sup>, how long would it take her to prepare an agreement. Attorney Jordan stated she would be able to get it done by then. Discussion ensued.

**A motion was made by Council Member Russell and seconded by Council Member Cain to let the City Administrator negotiate the cost with Mr. Rodriguez, finalize the agreement and then notify council of the outcome. The motion passed unanimously.**

5. **Little STEM Library – Nikole Arrant.** Nikole Arrant, HNTB Corporation, stated she is part of the 2025 Florida Engineering Leadership Institute (FELI) Class. Each year, the FELI Class develops a Vision and Mission specific to the class and ours is Science, Technology, Engineering and Mathematics (STEM) outreach. We would like to expand the STEM exposure through the patronage of Little STEM Libraries and implementation of FDOT STEM boxes to inspire curiosity and hands-on learning. Our class project would be the installation of Little STEM Libraries in public places with a high traffic area of kids. Each library will be stocked with STEM-related books and activities to spread awareness and educate kids in the local community about STEM. We would like to place one in a city park. Council agreed they would like to see one at Shivers and Gilmore Parks. Mrs. Arrant stated she would check and see if they could put two up. Discussion ensued.

**A motion was made by Council Member McCall and seconded by Council Member Cain to approve the placement of a Little STEM Library at both Shivers and Gilmore Parks. The motion passed unanimously.**

I. OTHER BUSINESS

Attorney Jordan stated there have been 3-4 code cases lately asking for forgiveness of fines and when we see it being repeated we need a policy in place. She asked council if they would like her to establish a standard for owners with written agreements and come up with a percentage to use. She stated she would reach out to other cities and see what they use. Council agreed for Attorney Jordan to come up with a policy and bring back to them for review.

Mayor Andrews stated her niece, Victoria McQueen, was visiting from Penn State where she is seeking a political science degree. She is shadowing her for two weeks learning about the weak government system and how it works.

J. ADJOURN

The meeting was adjourned by Mayor Andrews at 6:29 p.m.

City of Chipley

Attest:

Tracy L. Andrews, Mayor

Sherry Snell,  
City Clerk

***City of Chipley***  
**Special Council Meeting**  
**Minutes**  
**June 26, 2025 at 4:00 p.m.**

**Attendees:**

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

Mr. Kevin Russell, Mayor Pro-Tem

**Absent:**

Mr. Leonard Blount, Council Member

Ms. Cheryl McCall, Council Member

**Others Present Were**

Mrs. Patrice Tanner, City Administrator  
Mr. Guy Lane, Asst. City Admin./Public Works Director

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 4:00 p.m.

**B. PRAYER AND PLEDGE**

Prayer was given by Mr. Cain and Mayor Andrews led the pledge to the American Flag.

**C. APPROVAL OF AGENDA**

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

**D. Agenda Items.**

- 1. Special Event Application** – Annual July 4<sup>th</sup> Community Fun Day – Southern Splash & Dash. Mrs. Tanner stated the Annual July 4<sup>th</sup> Community Fun Day will be held on Friday, July 4<sup>th</sup>, 2025, from 3:00 p.m. – 8:00 p.m. at the former T.J. Roulhac field. They have a company to purchase insurance from and will move forward as soon as the special event application is approved. Mr. Russell stated last year Mr. Hooks said he would have the paperwork submitted well in advance and now it's one week before the event. Mr. Hooks stated they were trying to obtain insurance for the event and didn't realize they could submit the paperwork before they had purchased insurance. Mr. Russell stated in the future go ahead and submit the paperwork ahead of time and it could be approved contingent on the purchase of insurance prior to the event. Mrs. Tanner stated that Chief Richter has some concerns with the road closure request. Chief Richter stated the application stated Deermont Circle and Pecan Street were both listed to be closed and asked for clarification. Mr. Hooks stated he wanted to close Pecan Street for safety concerns for people walking.

Chief Richter stated he understands the safety concerns, but there are sidewalks the closing it to traffic could prevent quick access for any emergency services. I have no with closing Deermont Circle. Discussion ensued.

Section E, Item2.

**A motion was made by Council Member Cain and seconded by Council Member Russell to approve the Special Event Application for the Annual July 4<sup>th</sup> Community Fun Day with a road closure on Deermont Circle only. The motion passed unanimously.**

Mayor Andrews adjourned the meeting at 4:08 p.m.

City of Chipley

Tracy L. Andrews, Mayor

Attest:

Sherry Snell,  
City Clerk

Tracking Number	Timestamp	Email Address	Legal Service Requested	Summary of Request	Date Submitted	Response Deadline	Contact Name	Supporting Documentation for Request	MBJ Reviewed	Notes	Status
25-001	2/24/2025 8:10:28	HAycock@cityofchipley.com	Draft Document	Draft ordinance re: open burning code	2/24/2025	2/28/2025	Hunter Aycock	<a href="https://drive.google.com/open?id=17UjSWc5vLsjNoE3fnlA9aixF26weo9La">https://drive.google.com/open?id=17UjSWc5vLsjNoE3fnlA9aixF26weo9La</a>	3/5/2025	Reviewed draft	Complete
25-002	3/17/2025 14:54:18	tdonjuan@cityofchipley.com	Request for Memo to Administration/Staff (Legal Research)	1214 Johnson Ave was foreclosed on 3/3/25 and is requesting lien search. Will the city's code enforcement lien still apply? If so, can you give me a total for the liens. Thank you.	3/17/2025	3/21/2025	Tamara Donjuan	<a href="https://drive.google.com/open?id=10bJm1CLAXDaTDjzLc7CfJxIFCWj5iTwR">https://drive.google.com/open?id=10bJm1CLAXDaTDjzLc7CfJxIFCWj5iTwR</a>	3/18/2025	Sent memo to TD	Complete
25-003	3/19/2025 12:53:53	ptanner@cityofchipley.com	Draft Document	The Washington County Phenoms - Facilities Use Agreement for use of the city field behind T.J. Roulhac. They have submitted their COI naming the city as additional insured.	3/19/2025	3/24/2025	Patrice Tanner		3/22/2025	Sent draft agreement to PT	Complete
25-004	3/20/2025 13:12:00	ptanner@cityofchipley.com	Draft Document	We will need the following per the grant agreement: The results of a title search and the opinion prepared by a member of the Florida Bar or Licensed title insurer of the project area covering the thirty (30) year period prior to approval by Department Secretary, which attests to a clear title owned by the grantee, with no liens, encumbrances or taxes held against the property or a copy of title insurance. This will be for Shivers Park - Parcel No. 00-1938-0000 and Gilmore Park - Parcel No. 00-1407-0000.	3/20/2025	4/20/2025	Patrice Tanner		4/29/2025	Sent opinion letter	Complete
25-005	3/28/2025 12:51:48	ptanner@cityofchipley.com	Request for Memo to Administration/Staff (Legal Research)	We have a council member inquiring about the possibility of making our animal control ordinance more strict to prevent dogs from being on chains, if feasible.	3/28/2025	4/4/2025	Patti Tanner		5/29/2025	Sent animal control ord to PT	Complete
25-006	4/9/2025 14:42:07	ptanner@cityofchipley.com	Document/Contract Review	This is the information we gave to the council for discussion. We will put it on the agenda for May for discussion again. I did not include the company we will use for the background checks because I know you were looking into that last month. Let me know your thoughts.	4/9/2025	4/23/2025	Patti Tanner	<a href="https://drive.google.com/open?id=1En4yLY9qU1iKYuDEHTQYiHLZi2RrSXH">https://drive.google.com/open?id=1En4yLY9qU1iKYuDEHTQYiHLZi2RrSXH</a> , <a href="https://drive.google.com/open?id=1Hh5mSWxmq57QQ5UfNgLbjnva8yHQ8l9q">https://drive.google.com/open?id=1Hh5mSWxmq57QQ5UfNgLbjnva8yHQ8l9q</a> , <a href="https://drive.google.com/open?id=1tKAX910ULZ8CrN4vJLZCNvNPD9phpWIE">https://drive.google.com/open?id=1tKAX910ULZ8CrN4vJLZCNvNPD9phpWIE</a> , <a href="https://drive.google.com/open?id=1kJH3HGtIIv0mJ0L840KEJdWstaBVuPP">https://drive.google.com/open?id=1kJH3HGtIIv0mJ0L840KEJdWstaBVuPP</a>	4/22/2025	Pending MBJ review of draft policy and agreements	PENDING
25-007	4/9/2025 15:08:13	ptanner@cityofchipley.com	Request for Memo to Administration/Staff (Legal Research)	Please review the information submitted by Mr. Richard McMahon about being approved to hand out ministry cards at Highway 77 and Highway 90 intersection. He would also like to collect money and the person performing the services would get to keep the money collected.	4/9/2025	4/16/2025	Patti Tanner	<a href="https://drive.google.com/open?id=1mqOedIPxBtp56WnGPRwhyD5f8AGh3SZ">https://drive.google.com/open?id=1mqOedIPxBtp56WnGPRwhyD5f8AGh3SZ</a> , <a href="https://drive.google.com/open?id=1JtsKmlmBI-ol0vQUXB3jSFA8S19d4nXU">https://drive.google.com/open?id=1JtsKmlmBI-ol0vQUXB3jSFA8S19d4nXU</a>	4/17/2025	Sent memo and ordinance language to PT	Complete
25-008	4/9/2025 15:17:40	ptanner@cityofchipley.com	Document/Contract Review	Can we look at the code and comp plan per our discussion last night and see if there is something we can come up with that the Council may be agreeable to that will limit the neighborhood commercial business possibilities from what they currently are. This may help to alleviate some citizen concerns when it comes to the types of businesses that are allowed at certain locations. I would say as along as it is consistent with what other entities are doing. I will send the comp plan by email because it is too large.	4/9/2025	4/10/2025	Patti Tanner		4/15/2025	Sent memo to PT to work with planning group	PENDING
25-009	4/24/2025 10:49:33	ptanner@cityofchipley.com	Draft Document	Can you please prepare the resolution and purchase agreement for the sale of the city industrial park property for MBN Properties, LLC. Seamus paid for the boundary survey to be done so it will not need to be included in the closing costs. I have attached the boundary survey. We would like if at all possible to have this on the agenda in May which would require us to have it back by May 6, 2025. If this is not possible just let me know and I will let the purchaser know it will be June. We charge \$5,000 per acre for this property.	4/24/2025	5/6/2025	Patrice Tanner	<a href="https://drive.google.com/open?id=1pDiDnrl6msHJTL6zyYthBENQ-RbXADZ">https://drive.google.com/open?id=1pDiDnrl6msHJTL6zyYthBENQ-RbXADZ</a>	5/7/2025	Sent PSA to PT	Complete
25-010	5/19/2025 8:26:12	tdonjuan@cityofchipley.com	Request for Memo to Administration/Staff (Legal Research)	I have a lien amount request for 777 West Blvd. Can you please provide me with the total lien amount with a daily per diem?	5/19/2025	5/23/2025	Tamara Donjuan	<a href="https://drive.google.com/open?id=1xgBtpyGAyiAnr4kZNP-H-w21DXHKMz1L">https://drive.google.com/open?id=1xgBtpyGAyiAnr4kZNP-H-w21DXHKMz1L</a>	5/19/2025	Sent memo to TD	Complete
25-011	5/28/2025 15:18:24	ptanner@cityofchipley.com	Request for Memo to Administration/Staff (Legal Research)	The sidewalk behind The Mug on Main is city owned and the gutters on the building are making the water flow onto our sidewalk which is a safety issue. What kind of liability is it for the city to connect to the building owners gutter and pipe the water under the sidewalk and out into the parking lot? Or, is it the building owners responsibility to direct the water off of the city sidewalk. I am being asked by a council member to redirect the water but the only way we can do this is to connect to the gutter system already in place. If it is not a liability for the city then we can do this.	5/28/2025	6/6/2025	Patti Tanner	<a href="https://drive.google.com/open?id=1THKcWU9HyC8N4d7B2e0BILxX8NdVWS4">https://drive.google.com/open?id=1THKcWU9HyC8N4d7B2e0BILxX8NdVWS4</a>	5/29/2025	Sent memo to PT	Complete
25-012	6/6/2025 7:35:28	tdonjuan@cityofchipley.com	Request for Memo to Administration/Staff (Legal Research)	You gave me the total for fine for 777 West Blvd on 05/19/2025. Have any fees changed for the attorney? I understand it has changed for the daily fines. Just need verification as this may come up in the meeting Tuesday night. Here is what you have sent me. Fines through today are \$46,350.00 accruing at \$50.00 per day. Attorney's fees and costs are \$1,077.50 through today. That gives us a total lien amount of \$47,427.50 through today.	6/6/2025	6/6/2025	Tamara Donjuan		6/9/2025	Sent memo to PT and TD	Complete



Tracking Number	Timestamp	Email Address	Legal Service Requested	Summary of Request	Date Submitted	Response Deadline	Contact Name	Supporting Documentation for Request	MBJ Reviewed	Notes	Status
25-013	6/10/2025 16:31:29	ptanner@cityofchipleY.com	Draft Document	I met with Cindy Birge with Elite Realty today and we discussed the award of the Real Estate Consulting Services from last months meeting. I am attaching a standard realtor agreement for your review, but I thought you might want to draft an agreement yourself to be approved at next months meeting. We will also need an attachment to the agreement such as a Task order that we can use to task them with specific jobs that will include the cost of the specific tasking that we can also take to the council each time we have a property to sell. So we would have a contract and task order to approve at the July meeting. I am also attaching the RFQ documents.	6/10/2025	6/24/2025	Patti Tanner	<a href="https://drive.google.com/open?id=1Z51Nj5uyKEvP8c3wULxpl8K6ORULKq">https://drive.google.com/open?id=1Z51Nj5uyKEvP8c3wULxpl8K6ORULKq</a> , <a href="https://drive.google.com/open?id=1KnzqJTzq23PPTz77JLMhBpA0yu3Ub3h">https://drive.google.com/open?id=1KnzqJTzq23PPTz77JLMhBpA0yu3Ub3h</a> , <a href="https://drive.google.com/open?id=1_SF2R1DpVOFhUi6Vs4_ivuPVnpCHB6aT">https://drive.google.com/open?id=1_SF2R1DpVOFhUi6Vs4_ivuPVnpCHB6aT</a> , <a href="https://drive.google.com/open?id=1rKZVX6PX384vnpHHeVrUpG98gl0w5JD7">https://drive.google.com/open?id=1rKZVX6PX384vnpHHeVrUpG98gl0w5JD7</a> , <a href="https://drive.google.com/open?id=1h5UUOvIMcYT-2niIN7s0vRKzoa1DZGe7w">https://drive.google.com/open?id=1h5UUOvIMcYT-2niIN7s0vRKzoa1DZGe7w</a>	6/11/2025	Pending agreement and Task draft order	PENDING

**COC: Current Litigation**

as of February 27, 2022

Section F, Item 1.

Attorney	Case Name	Court Judge Docket No.	Description	Outside Counsel	Parties	Opposing Counsel	Case Status	Lit Hold ? (Y/N)	Defendant Name	Street Address
Goldhagen, Matt	COC v. Amerigas Propane, Inc.	<b>Court:</b> Washington Co. - <b>Case No.</b> <b>Judge:</b> <b>Magistrate Judge:</b>	Foreclosure of Code Enforcement Lien / 1422 South Blvd.	Matt Goldhagen Blankenship Jordan P.A. 1512 Highway 90 Chipley, FL 32428 matt@blankenshipjordanpa.com (850) 638-9695	<b>Plaintiff(s):</b> City of Chipley <b>Defendant(s):</b> Amerigas Propane, Inc. <b>Third Parties:</b> N/A		12/16/24 Code Enforcement Hrg scheduled for 1/16/25.		Amerigas Propane	1422 Aourh Blvd.
Goldhagen, Matt	COC v. Richard Barrentine	<b>Court:</b> Washington Co. - <b>Case No.</b> <b>Judge:</b> <b>Magistrate Judge:</b>	Foreclosure of Code Enforcement Lien / 1219 Johnson Avenue	Matt Goldhagen Blankenship Jordan P.A. 1512 Highway 90 Chipley, FL 32428 matt@blankenshipjordanpa.com (850) 638-9701	<b>Plaintiff(s):</b> City of Chipley <b>Defendant(s):</b> Richard Barrentine and Diana Barrentine <b>Third Parties:</b> N/A		4/28/23 - Waiting for recorded lien. 8/28/23 - received title work. 9/8/23 - Title work shows mortgage foreclosure suit filed. Researching whether junior lien foreclosure or intervene in existing foreclosure suit to claim surplus funds. 12/22/23 - Moratorium until May. 8/4/24 - Check docket to see if moratorium lifted. 2/19/25 - Property sent to foreclosure auction & sold.	Y	Barrentine, Richard	1219 Johnson Ave.
Goldhagen, Matt	COC v. John Bledsoe	<b>Court:</b> Washington Co. - <b>Case No.</b> <b>Judge:</b> <b>Magistrate Judge:</b>	Code Enforcement Violation / 511 2nd Street	Matt Goldhagen Blankenship Jordan P.A. 1512 Highway 90 Chipley, FL 32428 matt@blankenshipjordanpa.com (850) 638-9693	<b>Plaintiff(s):</b> City of Chipley <b>Defendant(s):</b> John Bledsoe <b>Third Parties:</b> N/A		4/1/25 - CE hearing scheduled for 4/24/25.		Bledsoe, John	511 2nd St.
Goldhagen, Matt	COC v. Cabeeaf, LLC	<b>Court:</b> Washington Co. - <b>Case No.</b> <b>Judge:</b> <b>Magistrate Judge:</b>	Code Enforcement Violation / 511 5th Street.	Matt Goldhagen Blankenship Jordan P.A. 1512 Highway 90 Chipley, FL 32428 matt@blankenshipjordanpa.com (850) 638-9692	<b>Plaintiff(s):</b> City of Chipley <b>Defendant(s):</b> Cabeeaf, LLC <b>Third Parties:</b> N/A		12/16/24 Code Enforcement Hrg scheduled for 1/16/25.		CABEEAFL, LLC	511 5th St.
Goldhagen, Matt	Chipley Course, LLC v. COC	<b>Court:</b> Washington Co. - <b>Circuit Civil</b> <b>Case No.</b> 2023-CA-123 <b>Judge:</b> Timothy Register <b>Magistrate Judge:</b> N/A	Breach of Contract - Dec. Judgment	Matt Goldhagen Blankenship Jordan P.A. 1512 Highway 90 Chipley, FL 32428 matt@blankenshipjordanpa.com (850) 638-9689	<b>Plaintiff(s):</b> Chipley Course, LLC <b>Defendant(s):</b> City of Chipley <b>Third Parties:</b> N/A	WMC h Deve r, Esq. FL Bar No. 0939 730 PO Box 0914	12/22/23 - Prepare Complaint re: dec. relief. 1/25/24 Receive Amended Complaint from Chipley Gulf Course. Draft Answer to Amended Complaint and Counterclaim for Declaratory Relief. 2/7/24 COC filed an Answer and Counterclaim. 3/19/24 Responded to CGC's discovery request. Send discovery to CGC. Depo of P. Tanner scheduled for 4/23/24. Mediation held & settlement reached. Awaiting executive session scheduled for 7/22/24. 9/24/24 - CC filed MSJ & Hrg on MSJ scheduled for 1/6/25. 2/12/25 - MSJ denied. 2/14/25 - discovery ongoing. 3/5/25 Trial schedule. 3/20/25 - Depositions of Miner & Vines scheduled for April & May. 5/27/25 - COC's MSJ hrg scheduled for 7/11/25. Final hearing scheduled for 7/15/25.	N	Chipley Course	
Goldhagen, Matt	COC v. Terry Davis	<b>Court:</b> Washington Co. - <b>County Civil</b> <b>Case No.</b> 2024-CA-61 <b>Judge:</b> Frederick Peel <b>Magistrate Judge:</b> N/A	Foreclosure of Code Enforcement Lien / 504 MLK Drive	Matt Goldhagen Blankenship Jordan P.A. 1512 Highway 90 Chipley, FL 32428 matt@blankenshipjordanpa.com (850) 638-9689	<b>Plaintiff(s):</b> City of Chipley <b>Defendant(s):</b> Terry Davis, Washington Co. Clerk of Court and Washington County Tax Collector <b>Third Parties:</b> N/A		3/4/25 Rcv title work & draft complaint. 5/23/24 - Filed complaint, lis pendens & notice of appearance. 6/12/24 - Sent pleadings out for service upon defendants. 6/25/24 - Clerk's answer filed. 7/29/24 - Receive answer from Terry Davis. 8/2/24 - Need to file Motion for Summary Judgment. 10/2/24 - Draft MSJ waiting for MG's review. 10/23/24 - per TD, tax deed sale scheduled for 1/21/25. 3/20/25 - Status hrg scheduled for 4/12. 4/22/25 - Schedule final hearing per Judge. 5/27/25 - Final hrg scheduled for 9/17/25.	N	Davis, Terry	504 MLK Dr.

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Goldhagen, Matt	COC v. Estate of Dennie Gilmore a/k/a Dennie Gilmore, Deceased et al	<b>Court:</b> Washington Co. - Circuit Civil <b>Case No.</b> 2023-CA-47 <b>Judge:</b> Christopher Patterson <b>Magistrate Judge:</b> N/A	Foreclosure of Code Enforcement Lien / 1209 Cambelton Ave	Matt Goldhagen Blankenship Jordan P.A. 1512 Highway 90 Chipley, FL 32428 matt@blankenshipjordanpa.com (850) 638-9699	<b>Plaintiff(s):</b> City of Chipley  <b>Defendant(s):</b> Estate of Dennie Gilmore a/k/a Dennie Gilmore, Deceased; All Heirs, Beneficiaries, Devisees, Legatees, Spouses & Creditors of Dennie Gilmore a/k/a Dennie Gilmore, Deceased  Third Parties: N/A	1/13/23 - Complaint drafted & awaiting attorney's review. 3/20/23 - Followed up w/Atty re: file complaint. 4/10/23 Notarized Aff. Const. Service. File Complaint, Summons, NOA & NOLis Pendens. Notice of Action in Foreclosure publication is currently running and will be complete on 5/10/23. Answer to complaint due May 19. 6/23/23 - Drafting motion to appoint administrator ad litem for estate. 9/20/23 - Filed Notice of Substitution of Counsel. 11/30/23 - In process of getting admin ad litem/attorney ad litem appointed. 1/3/24 - File Motion to Appoint AAL. 1/5/24 - Received Order Appointing AAL - Kristi Novonglosky. Waiting to receive AAL report. 6/13/24 - Receive AAL report & petition. Attempt to serve Gilmore Jr. at newly found address. 7/12/24 - Serve heris located by AAL. 12/26/24 - Draft motion for const. service & sent to MG for review. 1/6/25 - Motion for Const. Service filed. 1/6/25 - Order granting Motion entered. 2/14/25 - motion for clerk default being drafted. 4/2/25 - Clerk default entered. 4/15/25 - drafting motion for default judgment. 6/30/25 - Motion for Default Judgment filed.	N	Gilmore, Estate of Dennie	1209 Cambelton Ave
Goldhagen, Matt	COC v. Cherry E. Hall	<b>Court:</b> Washington Co. - <b>Case No.</b> <b>Judge:</b> <b>Magistrate Judge:</b>	Code Enforcement Violation / 1324 Coggin Ave	Matt Goldhagen Blankenship Jordan P.A. 1512 Highway 90 Chipley, FL 32428 matt@blankenshipjordanpa.com (850) 638-9690	<b>Plaintiff(s):</b> City of Chipley  <b>Defendant(s):</b> Cherry E. Hall and Auburn E. Hall  Third Parties: N/A	9/24/24 - 9/26 Code Enforcement Hrg rescheduled to 10/31. 12/5/24 - Waiting for Order		Hall, Cherry E.	1324 Coggin Ave.
Goldhagen, Matt	COC v. William Harrison	<b>Court:</b> Washington Co. - <b>Case No.</b> <b>Judge:</b> <b>Magistrate Judge:</b>	Code Enforcement Violation / 1400 Forrest Avenue	Matt Goldhagen Blankenship Jordan P.A. 1512 Highway 90 Chipley, FL 32428 matt@blankenshipjordanpa.com (850) 638-9696	<b>Plaintiff(s):</b> City of Chipley  <b>Defendant(s):</b> William Harrison  Third Parties: N/A	4/1/25 - CE hearing scheduled for 4/24/25.		Harrison, William	1400 Forrest Ave.
Goldhagen, Matt	COC v. Estate of Edith Juanita Hogan	<b>Court:</b> Washington Co. - <b>Case No.</b> <b>Judge:</b> <b>Magistrate Judge:</b>	Foreclosure of Code Enforcement Lien / 737 Pecan Street	Matt Goldhagen Blankenship Jordan P.A. 1512 Highway 90 Chipley, FL 32428 matt@blankenshipjordanpa.com (850) 638-9689	<b>Plaintiff(s):</b> City of Chipley  <b>Defendant(s):</b> Edith Juanita Hogan,  Third Parties: N/A	3/4/24 MBJ to follow-up with TD. 8/4/24. - Order title work.	N	Hogan, Estate of Edith Juantia	737 Pecan St.
Goldhagen, Matt	COC v Annie Holmes	<b>Court:</b> Washington Co. - Circuit Civil <b>Case No.</b> 2023-CA-07 <b>Judge:</b> Timothy Register <b>Magistrate Judge:</b> N/A	Foreclosure of Code Enforcement Lien / N. Church Ave.	Matt Goldhagen Blankenship Jordan P.A. 1512 Highway 90 Chipley, FL 32428 matt@blankenshipjordanpa.com (850) 638-9693	<b>Plaintiff(s):</b> City of Chipley  <b>Defendant(s):</b> Annie Holmes  Third Parties: N/A	1/13/23 - Complaint filed & Summons Issued. Waiting on USPS PO Box Request to come back with Street Address for Service of Complaint & Summons. 2/14/23 Sent Summons & Complaint to Sherrif for service upon Defendant. 4/10/23 - Waiting for ROS from Sherrif. 5/11/23-Receive Return of Non Service. 6/26/23 -Waiting on service by Publication due being unable to serve Annie Holmes. 7/26/23 - Proof of Publication for 7/12/23 & 7/19/23 filed. Waiting for Proof of Publication for 7/26/23 & 8/2/23. 8/18/23 - Filed Notice of Filing Affidavit of Publications. 8/22/23 - Clerk's default entered. Need to file Motion to Default Judgment & schedule hearing. 9/20/23 - Filed Notice of Substitution of Counsel. 12/22/23 - File Motion for Default Judgment. 3/4/24 - Motion for Final Default Jdgmt being reviewed by MJG. 7/23/24 - Need order granting sub. service. 11/14/24 - Motion for Order granting constructive service prepared. 11/27/24 - Motion & prosed Order re: Constructive Service filed. 12/3/24 - Received Order granting const. service. 12/30/24 - Draft Motion for Summary Final Judgment & Affidavit to MG for review. 2/24/25 - MSJ filed. Hearing to be scheduled. 3/20/25 - MSJ withdrawn. Need to draft motion for default judgment instead. 4/1/25 - Motion for Default Judgment drafted. 4/22/25 - Hrg on Default Judgment. 5/12/25 - foreclosure sale scheduled for June 11 2025. 6/11/25 - foreclosure sale.	N	Holmes, Annie	N. Church Ave.

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Goldhagen, Matt	COC v. Impulsive Expressions, LLC	<b>Court:</b> Washington Co. - County Civil <b>Case No.</b> 2024-CC-094 <b>Judge:</b> Colby Peel <b>Magistrate Judge:</b>	Foreclosure of Code Enforcement Lien / 746 West Blvd.	Matt Goldhagen Blankenship Jordan P.A. 1512 Highway 90 Chipley, FL 32428 matt@blankenshipjordanpa.com (850) 638-9703	<b>Plaintiff(s):</b> City of Chipley <b>Defendant(s):</b> Impulsive Expressions, LLC <b>Third Parties:</b> N/A	R. Wesley Adkison, Esq. Kerry Adkison, P.A. P. O. Box	4/12/23 - Lien recorded. 8/25/23 - Waiting for title work. 3/4/24 - Receive title work & need to draft Complaint. 8/4/24 - Not homestead property. File Complaint. 8/21/24 - Suit filed. 9/18/24 - awaiting on service of process. 10/2/24 - Defendant served. Calendared answer due date (10/23). 10/21/24 - Answer received, claims violations corrected. MG provided outstanding fines & requested payment. 11/25/24 - Check w/MG re: response from D re: payment of fines. 12/9/24 - Moiton to Strike Answer filed & hearing set for 12/27/25. 1/15/25 - Impulsive Exp. hired attorney. Hrg on Mtn 2 Strike cancelled. 2/14/25 - Discovery ongoing.	N	Impulsive Expressions	746 West Blvd
Goldhagen, Matt	COC v. Estate of Joseph R. Ledlow et al	<b>Court:</b> Washington Co. - Circuit Civil <b>Case No.</b> 2023-CA-59 <b>Judge:</b> Christopher Patterson <b>Magistrate Judge:</b> N/A	Foreclosure of Code Enforcement Lien / 1278 Holley Ave. & 492 2nd Street	Matt Goldhagen Blankenship Jordan P.A. 1512 Highway 90 Chipley, FL 32428 matt@blankenshipjordanpa.com (850) 638-9695	<b>Plaintiff(s):</b> City of Chipley <b>Defendant(s):</b> Estate of Joseph R. Ledlow a/k/a Joseph R. Ledlow, Deceased; All Heirs, Beneficiaries, Devisees, Legatees, Spouses & Creditors of Joseph R. Ledlow a/k/a Joseph R. Ledlow, Deceased <b>Third Parties:</b> N/A		1/13/23 - Complaint drafted & awaiting attorney's review. 3/20/23 - Followed up w/Atty re: file complaint. 4/21/23 Follow up w/Atty re filing Complaint and other pleadings. 4/28/23 - Complaint, Notice of Lis Pendens & Notice of Appearance filed w/Court. Waiting for service by Publication. 7/26/23 - Publications scheduled for 7/26/23, 8/2/23, 8/9/23, & 8/16/23. 8/18/23 - Filed Notice of Filing Affidavit of Publications. Need to file Motion to Appoint Admin Alitem. 9/20/23 - Filed Notice of Substitution of Counsel. 11/15/23 - Received a second recorded Order. Waiting for title work. Will amend the complaint to include new lien. 12/22/23 - Appoint Ad. Litem & Amend complaint to include 492 2nd Street CE Lien. 2/23/24 - Filed Amended Complaint and Motion to Appoint AAL and received Order appointing AAL. 3/25/24 Awaiting AAL report. 7/8/24 - Receive AAL's Petition Det. Heirs. 7/12/24 - Serve Heirs located by AAL. 8/4/24 - Search new address for Deckard. 8/22/24 - Waiting for Deckard to be served at new address. 11/1/25 - Unable to serve Deckard. Process Servers seem to be getting run around. 12/26/24 - Draft Motion for Const. Service & sent to MG for review. 2/14/25 - Order granting const. service entered. Motion for clerk default drafted. 4/16/25 - Clerk default received. Need to draft motion for default judgment. 5/14/25 - Need to draft MSJ & MDJ. 6/27/25 - Draft MSJ & MDJ.	N	Ledlow, Estate of Joseph	1278 Holley Ave
Goldhagen, Matt	COC v. Estate of Janel Catherine Marusiak	<b>Court:</b> Washington Co. - <b>Case No.</b> <b>Judge:</b> <b>Magistrate Judge:</b>	Code Enforcement Violation / 578 7th Street	Matt Goldhagen Blankenship Jordan P.A. 1512 Highway 90 Chipley, FL 32428 matt@blankenshipjordanpa.com (850) 638-9689	<b>Plaintiff(s):</b> City of Chipley <b>Defendant(s):</b> Estate of Janel Catherine Marusiak <b>Third Parties:</b> N/A		07/25/2024 - Code Enforcement Hrg. 8/4/24.- Waiting for order.		Marusiak, Estate of Janel Catherine	578 7th Street
Goldhagen, Matt	CPD v. Jayson McCoy	<b>Court:</b> Washington Co. <b>Case No.</b> 2025-CA-30 <b>Judge:</b> Timothy Register <b>Magistrate Judge:</b>	Forfeiture / 616 Main Street	Matt Goldhagen Blankenship Jordan P.A. 1512 Highway 90 Chipley, FL 32428 matt@blankenshipjordanpa.com (850) 638-9700	<b>Plaintiff(s):</b> Chipley Police Dept. <b>Defendant(s):</b> Jayson McCoy, Walter McCoy and Heather Flemming <b>Third Parties:</b> N/A		4/18/25 - Case filed. 4/21/25 - Defendants served. 5/1/25 - Adv. Probable Cause Hrg scheduled for 6/6/25. 6/11/25 - Probable cause hrg rescheduled for 7/1/25.	Y	McCoy, Jayson	616 Main St.
Goldhagen, Matt	COC v. Latonia Mckinnie	<b>Court:</b> Washington Co. <b>Case No.</b> <b>Judge:</b> <b>Magistrate Judge:</b>	Foreclosure of Code Enforcement Lien / 1167 6th Street	Matt Goldhagen Blankenship Jordan P.A. 1512 Highway 90 Chipley, FL 32428 matt@blankenshipjordanpa.com (850) 638-9708	<b>Plaintiff(s):</b> City of Chipley <b>Defendant(s):</b> Latonia Mckinnie <b>Third Parties:</b> N/A		6/22/23 - Order finding Violation. 30 day waiting period for appeal. 11/15/23 - Received recorded Order. Waiting for title work. 12/22/23 - Follow up w/TD re: magistrate. 8/4/24 - Need to file suit. 8/22/24 - Complaint, Lis Pendens & NOA sent to MG for review.	N	McKinnie, Latonia	1167 6th Street
Goldhagen, Matt	COC v. Pamela Moore et. al.	<b>Court:</b> Washington Co. - <b>Case No.</b> <b>Judge:</b> <b>Magistrate Judge:</b>	Foreclosure of Code Enforcement Lien / 869 Chesnut Hill	Matt Goldhagen Blankenship Jordan P.A. 1512 Highway 90 Chipley, FL 32428 matt@blankenshipjordanpa.com (850) 638-9689	<b>Plaintiff(s):</b> City of Chipley <b>Defendant(s):</b> Pamela Moore, David A. Marshall <b>Third Parties:</b> N/A		3/4/24 Title Work ordered. 8/4/24 - Property brought into compliance. Bring to Council re: fine.	N	Moore, Pamela	869 Chestnut Hill

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Goldhagen, Matt	COC v. Estate of Mary C. MyDosh et al.	<b>Court:</b> Washington Co. - County Civil <b>Case No.</b> 2023-CC-39 <b>Judge:</b> Frederick Peel <b>Magistrate Judge:</b> N/A	Foreclosure of Code Enforcement Lien / 589 Main Street & 592 Main Street	Matt Goldhagen Blankenship Jordan P.A. 1512 Highway 90 Chipley, FL 32428 matt@blankenshipjordanpa.com (850) 638-9697	<b>Plaintiff(s):</b> City of Chipley  <b>Defendant(s):</b> Estate of Mary C. Mydosh a/k/a Mary Mydosh a/k/a Marh Carmella Davis; Charles Smejkal, Jr.; All Heirs, Beneficiaries, Devises, Legatees, Spouses & Creditors of Mary C. Mydosh a/k/a Mary Mydosh a/k/a Marh Carmella Davis, Deceased  <b>Third Parties:</b> N/A	N/A	2/9/23 - Requested Title Work. 4/24/23 - Draft Complaint, Summons, Notice of Action, Notice of Lis Pendens, Affidavit of Const. Service, Notice of Appearance and emailed to JAM for review. 4/28/23 - Complaint, Notice of Lis Pendens & Notice of Appearance filed w/Court. Waiting on service. 6/23/23 - Waiting on service by publication. 7/26/23 - Waiting on Return of Service for Smejkal & proof of publications (publications are scheduled for 7/26/23, 8/2/23, 8/9/23, & 8/16/23. 8/18/23 - Filed Notice of Filing Affidavit of Publications. Need to file Motion for Clerk's Default & Appoint Admin Alitem. 9/20/23 - Filed Notice of Substitution of Counsel. 11/30/23 - In process of getting admin ad litem/attorney ad litem appointed. 12/22/23 - Drop Count I of Complaint & Appoint Ad. Litem. 1/3/24. Amended Complaint to drop Count I & file Motion to Appoint AAL. 1/5/24 - Received Order Appointing AAL - Kristi Novonglosky. Waiting to receive AAL report. 8/4/24 - 589 Mian Street Closed. Followup w/AAL. 11/1/25 - Attempt to serve smejkal at new address AAL found. 12/11/24 - sent pleading to process server for service at NY address. 12/26/24 - Receive return of non-service upon Smejkal Jr. 2/20/25 - Order granting const. service received. Drafting motion for clerk default default. 4/23/25 - Clerk default entered. Need to draft motion for default judgment. 5/21/25 - Motion for Default Judgment filed.	N	MyDosh, Estate of Mary C.	589 Main St.
Goldhagen, Matt	COC v Jeremie & Carlie Peters et al	<b>Court:</b> Washington Co. - County Civil <b>Case No.</b> 2023-CC-41 <b>Judge:</b> Frederick Peel <b>Magistrate Judge:</b> N/A	Foreclosure of Code Enforcement Lien / 1471 S. Railroad Ave.	Matt Goldhagen Blankenship Jordan P.A. 1512 Highway 90 Chipley, FL 32428 matt@blankenshipjordanpa.com (850) 638-9694	<b>Plaintiff(s):</b> City of Chipley  <b>Defendant(s):</b> Jeremie Peters, Carlie Petres, Kathy J. Warrington n/k/a Kathy Hartzog, John E. Hartzog, & Fareofercashnow, Inc.  <b>Third Parties:</b> N/A		1/13/23 - Complaint drafted & awaiting attorney's review. 3/20/23 - Followed up w/Atty re: file complaint. 4/21/23 Follow up w/Atty re filing Complaint and other pleadings. 5/1/23 - Complaint, Notice of Lis Pendens & Notice of Appearance filed w/Court. 6/23/23 - waiting on returns of service. 7/26/23 - FairOffer served on 7/20/23 & 8/9/23 Answer due deadline calendared. Kathy & John Hartzog served of 7/26/23 & 8/15/23 Answer due deadline calendared. Return of Non-Service filed on 7/26/23 for Carlie Peters, may reside in Destin. 8/25/23 - Still awaiting service upon Carlie Peters and Jeremie Peters. 9/20/23 - Filed Notice of Substitution of Counsel. 11/30/23 - No answers filed. 11/19/24 - Default defendants & draft MSJ 12/3/24 - Filed motions for clerk default. 12/11/24 - Clerk defaults entered & serving being attempted upon C. Peters at new address. 12/30/24 - Service complete upon C. Peters. Answer due on 1/6/25. 2/21/25 - Drafting Motion for Clerk Default & defaults. 4/1/25 - Motion to trans. case to Circuit Civil filed. Waiting for case to be transferred to file Motion for Summary Judgment. 4/16/25 - Case not being transferred. Need to schedule hrg on MSJ in county court. 5/21/25 - Hrg on MSJ scheduled for 7/31/25.	N	Peters, Jeremie	1471 S. Railroad Ave
Goldhagen, Matt	CPD v. Estate of Martha Pippin	<b>Court:</b> Washington Co. <b>Case No.</b> 2025-CA-34 <b>Judge:</b> Timothy Register <b>Magistrate Judge:</b>	Forfeiture / 499 Martin Luther King Drive	Matt Goldhagen Blankenship Jordan P.A. 1512 Highway 90 Chipley, FL 32428 matt@blankenshipjordanpa.com (850) 638-9700	<b>Plaintiff(s):</b> Chipley Police Dept.  <b>Defendant(s):</b> Estate of Martha D. Deal Pippin, and Felecia Nickels  <b>Third Parties:</b> N/A		2/20/25 - Forfiture complaint drafted. 4/1/25 - Waiting on signed affidavit from Chief. 5/5/25 - Case filed. 5/12/25 - Defendant's served. 5/21/25 - Adv. Probable Cause Hrg scheduled for 7/10/25.	Y	Pippin, Estate of Martha	499 MLK Dr.
Goldhagen, Matt	COC v. Estate of Martha Pippin	<b>Court:</b> Washington Co. <b>Case No.</b> 2025-CA-09 <b>Judge:</b> Timothy Register <b>Magistrate Judge:</b>	Nusiance Abatement of Code Enforcement Lien / 499 Martin Luther King Drive	Matt Goldhagen Blankenship Jordan P.A. 1512 Highway 90 Chipley, FL 32428 matt@blankenshipjordanpa.com (850) 638-9700	<b>Plaintiff(s):</b> City of Chipley  <b>Defendant(s):</b> Estate of Martha D. Deal Pippin, Felecia Nickels, and Carl Hogue  <b>Third Parties:</b> N/A		3/4/24 - Review title work. 2/6/25 - Suit filed. 2/20/25 - Amending complaint due to drug arrest. 3/20/25 - Filed Amended Complaint & sent summons/complaint out for service upon defendants. Waiting for notice of publication. 4/22/25 - Received affidavit of publication. Need to file w/Clerk. Defendants have been served. Felecia filed an answer.	Y	Pippin, Estate of Martha	499 MLK Dr.
Goldhagen, Matt	COC v. REDD Whyte, LLC	<b>Court:</b> Washington Co. - <b>Case No.</b> <b>Judge:</b> <b>Magistrate Judge:</b>	Code Enforcement Violation / 550 Bennett Dr.	Matt Goldhagen Blankenship Jordan P.A. 1512 Highway 90 Chipley, FL 32428 matt@blankenshipjordanpa.com (850) 638-9691	<b>Plaintiff(s):</b> City of Chipley  <b>Defendant(s):</b> REDD Whyte, LLC  <b>Third Parties:</b> N/A		9/24/24 - 9/26 Code Enforcement Hrg rescheduled to 10/31. 12/5/24 - Waiting for Order 4/1/25 - Order received. Requesting title work.		REDD Whyte	550 Bennett Dr.

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Goldhagen, Matt	COC v. Gwuan Reed	<b>Court:</b> Washington Co. - County Civil <b>Case No.</b> 2024-CA-120 <b>Judge:</b> Frederick Peel <b>Magistrate Judge:</b> N/A	Foreclosure of Code Enforcement Lien / 618 Bennett Dr. & 618 9th St	Matt Goldhagen Blankenship Jordan P.A. 1512 Highway 90 Chipley, FL 32428 matt@blankenshipjordanpa.com (850) 638-9688	<b>Plaintiff(s):</b> City of Chipley <b>Defendant(s):</b> Gwaun Reed & Ken Naker, Washington Co. Tax Collector <b>Third Parties:</b> N/A	4/24/24 - Code enforcement hearing. Awaiting CE Order. 10/14/24 - Order recorded. Waiting on title work. 11/8/24 - Suit filed. Waiting for summons to be issued. 11/14/24 - Summons issued. Pleadings mailed to sheriff for service. 11/27/24 - Tax Collector filed Answer & Affidavit of Tax Claim. 12/11/24 - Pending service. 12/26/24 - Service complete. Pending update from TD re: how to proceed w/Tax Claim. 1/29/25 - Need to Draft ClerkDefault for Reed. 3/20/25 - Status hearing scheduled in April. 3/24/25 - Motion for Clerk Default filed. 4/21/25 - Received answer from Reed.	N	Reed, Gwuan	618 Bennett Dr.
Goldhagen, Matt	COC v. David L. Roulhac	<b>Court:</b> Washington Co. - <b>Case No.</b> 2024-CC-134 <b>Judge:</b> Colby Peel <b>Magistrate Judge:</b>	Foreclosure of Code Enforcement Lien / 566 MLK Dr.	Matt Goldhagen Blankenship Jordan P.A. 1512 Highway 90 Chipley, FL 32428 matt@blankenshipjordanpa.com (850) 638-9691	<b>Plaintiff(s):</b> City of Chipley <b>Defendant(s):</b> David Lorenzo Roulhac <b>Third Parties:</b> N/A	4/24/24 - Code enforcement hearing. Awaiting CE Order. 10/14/24 - Order recorded. Waiting on title work. 11/8/24 - MG to review complaint, list pendens & notice of appearance for filing. 11/27/24 - Case filed. 12/3/24 - waiting for summons to be issued. 12/11/24 - Pending service. 2/21/25 - Unable to serve Roulhac. Possibly deceased. 3/20/25 - Waiting for death certificate. Status hearing scheduled for June. 5/19/25 - Motion to Extend Service drafted. 6/9/25 - Order extending service entered.	N	Roulhac, David	566 MLK Dr.
Goldhagen, Matt	COC v. Estate of Pamela M. Smith	<b>Court:</b> Washington Co. - <b>Case No.</b> <b>Judge:</b> <b>Magistrate Judge:</b>	Code Enforcement Violation n / 1226 Campbellton	Matt Goldhagen Blankenship Jordan P.A. 1512 Highway 90 Chipley, FL 32428 matt@blankenshipjordanpa.com (850) 638-9694	<b>Plaintiff(s):</b> City of Chipley <b>Defendant(s):</b> Estate of Pamela M. Smith <b>Third Parties:</b> N/A	12/16/24 Code Enforcement Hrg scheduled for 1/16/25.		Smith, Estate of Pamela M.	1226 Campbellton
Goldhagen, Matt	COC v. Wallace Irvin Smith	<b>Court:</b> Washington Co. - <b>Case No.</b> <b>Judge:</b> <b>Magistrate Judge:</b>	Code Enforcement Violation / 1213 Johnson Avenue	Matt Goldhagen Blankenship Jordan P.A. 1512 Highway 90 Chipley, FL 32428 matt@blankenshipjordanpa.com (850) 638-9694	<b>Plaintiff(s):</b> City of Chipley <b>Defendant(s):</b> Wallace Irvin Smith <b>Third Parties:</b> N/A	4/1/25 - CE hearing scheduled for 4/24/25.		Smith, Wallac Irvin	1213 Johnson Ave.
Goldhagen, Matt	COC v. Michael Brian Taylor	<b>Court:</b> Washington Co. <b>Case No.</b> <b>Judge:</b> <b>Magistrate Judge:</b>	Foreclosure of Code Enforcement Lien / 777 West Boulevard	Matt Goldhagen Blankenship Jordan P.A. 1512 Highway 90 Chipley, FL 32428 matt@blankenshipjordanpa.com (850) 638-9699	<b>Plaintiff(s):</b> City of Chipley <b>Defendant(s):</b> Michael Brian Tylor; Amanda Taylor <b>Third Parties:</b> N/A	5/17/23 - Possible Homestead property. 3/4/24 - Review title work. 5/23/24 - Receive updated Order from TD. 3/5/25 - homestead property	Y	Taylor, Michael Brian	777 West Blvd.
Goldhagen, Matt	COC v. Christopher White	<b>Court:</b> Washington Co. - <b>Case No.</b> <b>Judge:</b> <b>Magistrate Judge:</b>	Code Enforcement Violation / 1257 Plum Ave.	Matt Goldhagen Blankenship Jordan P.A. 1512 Highway 90 Chipley, FL 32428 matt@blankenshipjordanpa.com (850) 638-9693	<b>Plaintiff(s):</b> City of Chipley <b>Defendant(s):</b> Christopher White and Krystal White <b>Third Parties:</b> N/A	12/16/24 Code Enforcement Hrg scheduled for 1/16/25.		White, Christopher	1257 Plum Ave.
Goldhagen, Matt	COC v. Thelma Wood	<b>Court:</b> Washington Co. - County Civil <b>Case No.</b> 2025-CC-31 <b>Judge:</b> Colby Peel <b>Magistrate Judge:</b>	Foreclosure of Code Enforcement Lien / 771 Pecan Street	Matt Goldhagen Blankenship Jordan P.A. 1512 Highway 90 Chipley, FL 32428 matt@blankenshipjordanpa.com (850) 638-9689	<b>Plaintiff(s):</b> City of Chipley <b>Defendant(s):</b> Thelma Douglas Wood <b>Third Parties:</b> N/A	3/4/24 Title Work ordered. 3/14/24 Hold - per TD owner is trying to comply. 8/4/24 - still not in compliance. Proceed w/title work. 1/29/25 - Waiting for updated title work. 2/21/25 - Complaint, lis pendens & notice of appearance being reviewed by MG. 3/20/25 - Suit filed. Awaiting service upon T. Wood. 4/1/25 - Wood served. Answer due 4/14. H. Brown representing T. Wood, but not filing notice of appearance in suit. 4/16/25 - Need to draft motion to stay to allow time to bring property into compliance.	N	Wood, Thelma	771 Pecan St.

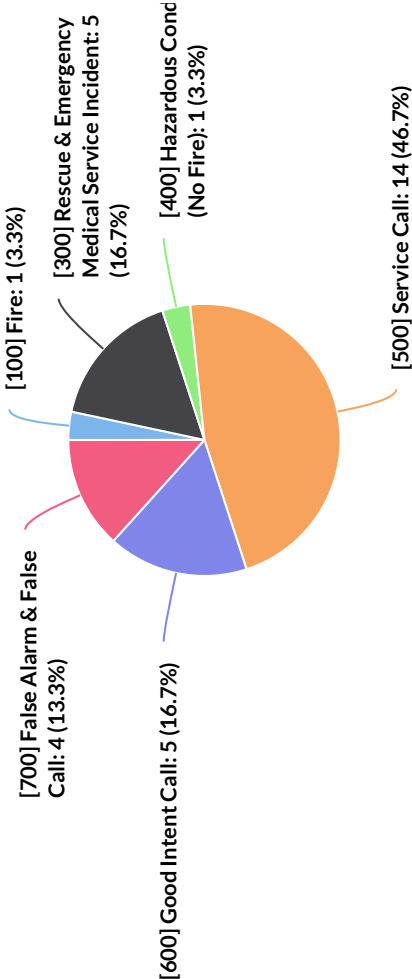


Incident Count by Series (1972)

Start Date: 6/1/2025 0:00:00 | End Date: 6/30/2025 23:59:00

Record Status (No filters applied) Incident Series (No filters applied) Incident Type (No filters applied)

Pie Chart



Incident Count by Series

Incident Series	Count
[100] Fire	1
[300] Rescue & Emergency Medical Service Incident	5
[400] Hazardous Condition (No Fire)	1
[500] Service Call	14
[600] Good Intent Call	5
[700] False Alarm & False Call	4



Total Incidents per Personnel (274)  
Start Date: 6/1/2025 0:00:00 | End Date: 6/30/2025 23:59:59

Record Status      District      Station      Shift  
(No filters applied)      (No filters applied)      (No filters applied)      (No filters applied)

Average Personnel Responding  
8

Total Runs  
30

Personnel	On Apparatus	Off Apparatus	Total # of Incidents	% of All Incidents
201 Aycock, Hunter	29	1	30	100.00%
202 Adams, James	8	15	23	76.67%
203 Rustin, Kenneth	0	2	2	6.67%
204 Ostrowski, Steven	15	9	24	80.00%
205 Finch, Donald	13	12	25	83.33%
206 Adams, Bradly	5	10	15	50.00%
207 Cook, Mathew	2	5	7	23.33%
208 Hobby, Brad	5	8	13	43.33%
209 Webb, Corey	2	6	8	26.67%
210 Gavaller, Jason	7	5	12	40.00%
211 Wilson, Sawyer	0	2	2	6.67%
212 Bass, Adam	1	2	3	10.00%
213 Pickens, Tyler	2	8	10	33.33%
214 Cook, James	1	5	6	20.00%
215 Wilcox, Jerad	6	6	12	40.00%
216 Ostrowski, Magnus	2	2	4	13.33%
217 Lane, Noah	14	5	19	63.33%
220 Adams, Wesley	0	1	1	3.33%
221 Aycock, Floyd	2	7	9	30.00%
222 Kilgore, JD	1	2	3	10.00%
223 Odum, Matt	5	11	16	53.33%
224 Hall Jr., Gary	0	3	3	10.00%





# City of Chipley

## CODE ENFORCEMENT

1442 Jackson Avenue  
P.O. Box 1007  
Chipley, Florida 32428  
(850) 638-6350 Fax: (850) 638-6318



### JUNE 2025

#### 1. Total Active Cases: 18

These cases include multiple violations.

- Public Nuisance: **82** Violations

#### 2. New cases opened this month: 67

#### 3. Properties Posted this month: 6

#### 4. Cases brought before this month's Special Magistrate: 0

#### 5. Citations written this month: 0

#### 6. Cases Closed this Month: 89

These cases include multiple violations.

- Public Nuisance: **173** Violations
- **68** of these violations are from previous months.

#### 7. Code Enforcement Verification: 11

- 1 – 615 Main Street – Business License
- 2 – 953 Industrial Drive – Updated Business License
- 3 – 1040 Main Street - Updated Business License
- 4 – 1130 Highway 90 – Updated Business License
- 5 – 1176 Jackson Avenue – Updated Business License
- 6 - 807 Main Street - Business License
- 7 – 709 7<sup>th</sup> Street - Business License
- 8 – 1691 Main Street – Updated Business License
- 9 – 837 Main Street - Updated Business License
- 10 – 852 1<sup>st</sup> Street - Updated Business License
- 11 – 1265 Church Avenue – Updated Business License

#### 8. Pit bull Registration: 0

#### 9. Properties with Active Liens: 20

1. 1209 Campbellton Avenue 08/05/2020 Sent to attorney.
2. 1278 Holley Avenue (Two Liens) 08/05/2020 & 08/26/2022 Sent to attorney.
3. 1471 S. Railroad Avenue 07/11/2022 Sent to attorney.

4. Church Avenue 07/11/2022 Sent to attorney.
5. 592 Main Street 09/19/2022 Sent to attorney.
6. 777 West Boulevard 01/09/2023 Sent to attorney.
7. 746 West Boulevard 4/12/2023 Sent to attorney.
8. 1214 Johnson Avenue 05/08/2023 Sent to attorney. (Foreclosed 2/19/2025)
9. 1167 6th Avenue 8/10/2023 Sent to attorney.
10. 492 2nd Street 8/10/2023 Sent to attorney.
11. 504 Martin Luther King Drive 11/21/23 Sent to attorney.
12. 771 Pecan Street 12/4/23 Sent to attorney.
13. 869 Chesnut Hill Street 12/4/23 Sent to attorney.
14. 737 Pecan Street 1/11/24 Sent to attorney.
15. 566 Martin Luther King Drive 6/26/24 Sent to attorney.
16. 618 Bennett Drive 6/26/24 Sent to attorney.
17. 618 9th Street 6/26/24 Sent to attorney.
18. 550 Bennett Drive 12/26/2024 Sent to attorney.
19. 1257 Plum Ave 03/04/2025 Liens.
20. 499 Martin Luther King Drive 01/09/2023 Sent to attorney.

# Case Report

Section F, Item3.

07/01/2024 - 06/30/2025

Case Date	Owner Name	Parcel Address	Description
11/18/2024	WALLACE IRVIN SMITH ESTATE & HEIRS	1213 JOHNSON AVE	Disrepair
1/14/2025	JOHN BLEDSOE	511 2ND ST	Disrepair, abandoned materials
3/6/2025	DAMARIUS J JONES	796 ORANGE ST	Abandoned materials, junk, trash
3/18/2025	SHIRLEY FAY H CAVENDER	635 5TH ST	Excessive grass, weeds, or vegetation
4/15/2025	AUDREY L SEXTON	600 5TH ST	Excessive grass, weeds, or vegetation
5/14/2025	ROOF DAWN NKA NASS / DAWN MARIE NASS FKA ROOF	WATTS AVE	No permit/Portable Shed/Possible someone living in.
5/19/2025	MURRAY W BATSON	607 HIDEAWAY DR	Excessive grass, weeds, or vegetation
5/19/2025	KIMBERLY L PATTERSON	829 FALLING WATERS RD	Excessive grass, weeds, or vegetation, fence violation
5/20/2025	BAREFIELD CLINTON DOUGLAS	742 WEST BLVD	Abandoned vehicle, excessive grass, weeds, vegetation, rubbish
5/23/2025	WASHINGTON MOTEL INV INC % REGENCY INN	1110 LOST LAKE RD	Disrepair

Case Date	Owner Name	Parcel Address	Description	Section F, Item3.
6/3/2025	DANIEL ALLEN SAPP & ETAL	668 MAIN ST	Junk, trash, rubbish, excessive grass, weeds, or vegetation	
6/17/2025	TIMOTHY & MELANIE FORD	578 MAIN ST	Excessive grass, weeds, or vegetation	
6/17/2025	HARDING R DOUGLAS / BILLY R SMITH JR	941 MAIN ST	Excessive grass, weeds, or vegetation	
6/17/2025	CURTIS A & SHARON L CARTER	538 5TH ST	Excessive grass, weeds, or vegetation	
6/18/2025	PIPPIN MARTHA D DEAL ESTATE / HEIRS / TENANTS	499 MARTIN LUTHER KING DR	RV Living	
6/24/2025	CYNTHIA C RICE	1191-1193 5TH AVE	Excessive grass, weeds, or vegetation	
6/25/2025	JOHNSON BETTY EST & IMPLUSIVE EXPRESSIONS LLC., % SANDRA BREWER	754 WEST BLVD	Abandoned materials, no 911, excessive grass, weeds, or vegetation	
6/25/2025	Charles H Parker	980 HAYWOOD DR	Excessive grass, weeds, or vegetation	

Showing 1 to 18 of 18 entries

**07/01/2025**

# Monthly Closed Cases

Section F, Item3.

## 06/01/2025 - 06/30/2025

Case Date	Owner Name	Parcel Address	Description
2/19/2025	WILLIAM HARRISON	1400 FORREST AVE	Abandoned materials
4/28/2025	GLORIA & ROBERT MC IELWAIN	1221 HARRISON AVE	Excessive grass, weeds, or vegetation
5/1/2025	William Fisher Jr	471 1ST ST	Excessive grass, weeds, or vegetation
5/1/2025	Travis Sullivan	1378 WARREN AVE	Excessive grass, weeds, or vegetation
5/1/2025	SPEARMAN JAMES	2ND ST	Excessive grass, weeds, or vegetation
5/5/2025	NORMA JEANNE CHANCY STEVERSON	872 CHESNUT HILL ST	Excessive grass, weeds, or vegetation
5/5/2025	MEAGON JOLENE BECK	897 8TH ST	Excessive grass, weeds, or vegetation, rubbish, construction debris.
5/12/2025	JAMES SPEARMAN	764 GLENWOOD AVE	Excessive grass, weeds, or vegetation
5/13/2025	CABEEAFL LLC % SHERRI WADE	541 5TH ST	Excessive grass, weeds, or vegetation
5/19/2025	JAMES A SPEARMAN	1397 OLD BONIFAY RD	Excessive grass, weeds, or vegetation
5/21/2025	CABEEAFL LLC % SHERRI WADE	511 5TH ST	Excessive grass, weeds, or vegetation
5/21/2025	GLH GROUP LLC / AGENT GEORGIA EVANS	747 5th Street	Excessive grass, weeds, vegetation

Case Date	Owner Name	Parcel Address	Description	Section F, Item3.
5/23/2025	REBECCA ANN FRANKLIN	864 CHESNUT HILL ST	Excessive grass, weeds, or vegetation	
5/23/2025	TIMOTHY W GILCHRIST & TERRY GILCHRIST	689 DEERMONT CIR	Excessive grass, weeds, or vegetation	
5/27/2025	DUANE A ODOM	907 MAIN ST	Excessive grass, weeds, or vegetation	
5/27/2025	SHELDON & PATRICIA PEEL	537 4TH ST	Excessive grass, weeds, or vegetation	
5/28/2025	Nicholas & Tami Hudson	1282 HOLLEY AVE	No 911, excessive grass, weeds, or vegetation	
5/28/2025	CABEEAFL LLC	605 7TH ST	No 911, excessive grass, weeds, or vegetation	
5/28/2025	SHARON RENE A HARRELL	601 7TH ST	No 911, excessive grass, weeds, or vegetation	
5/28/2025	GWAUN LANARDA REED	749 ORANGE ST	Excessive grass, weeds, or vegetation	
5/30/2025	HENDRIX DONALD	634 RUSTIN DR	Excessive grass, weeds, or vegetation	
5/30/2025	GIBB CHIPLEY VILLAGE INC / AGENT FRED G SHELFER JR	1411 WASHINGTON SQUARE DR	Excessive grass, weeds, or vegetation	
6/2/2025	DYLAN C & MACKENZIE A WILLIAMS	616 3RD ST	No 911 address, excessive grass, weeds, or vegetation	
6/2/2025	DOUGLAS CLEGG	828 GLENWOOD AVE	Excessive grass, weeds, or vegetation	
6/2/2025	PAUL PETE & DEIDRA DAY	1405 FORREST AVE	Excessive grass, weeds, or vegetation	
6/3/2025	DANIEL ALLEN SAPP & ETAL	668 MAIN ST	Junk, trash, rubbish, excessive grass, weeds, or vegetation	

Case Date	Owner Name	Parcel Address	Description	Section F, Item3.
6/3/2025	WOLFGANG REGINA	672 MAIN ST	Excessive grass, weeds, or vegetation	
6/3/2025	SAUNDRA G MC CALLISTER	727 EAST BLVD	Excessive grass, weeds, or vegetation	
6/3/2025	842 RATTLEBOX ROAD / AGENT	8TH ST	Excessive grass, weeds, or vegetation	
6/4/2025	FLORIDA POWER & LIGHT COMPANY	601 BENNETT DR	Excessive grass, weeds, or vegetation	
6/4/2025	BILLY DEWAYNE & CANDICE BAXLEY	496 2ND ST	Rubbish, abandoned materials, excessive grass, weeds, or vegetation	
6/4/2025	JEFFREY MCNAIR	581 5TH ST	Excessive grass, weeds, or vegetation	
6/4/2025	GEORGE CARD III	507 5TH ST	Excessive grass, weeds, or vegetation	
6/4/2025	ROSIAH BAKER % HABITAT FOR HUMANITY	1277 MORRIS AVE	Excessive grass, weeds, or vegetation	
6/4/2025	JAMES SPEARMAN	603 MAIN ST	Excessive grass, weeds, or vegetation, abandoned vehicle	
6/5/2025	Miles Anderson & James Peters	1338 Watts Avenue	Excessive grass, weeds, or vegetation	
6/17/2025	TIMOTHY & MELANIE FORD	578 MAIN ST	Excessive grass, weeds, or vegetation	
6/17/2025	HARDING R DOUGLAS / BILLY R SMITH JR	941 MAIN ST	Excessive grass, weeds, or vegetation	
6/17/2025	CURTIS A & SHARON L CARTER	538 5TH ST	Excessive grass, weeds, or vegetation	
6/17/2025	GOSHEN @ MAIN STREET LLC /PS 37 PROPERTIES LLC	761 MAIN ST	Excessive grass, weeds, or vegetation	
6/17/2025	VIVIAN MORRIS	557 MARTIN LUTHER KING DR	Excessive grass, weeds, or vegetation	





Case Date	Owner Name	Parcel Address	Description	Section F, Item3.
6/18/2025	UNKNOWN	HWY 77	Signage	
6/18/2025	UNKNOWN	HWY 77	Signage	
6/18/2025	UNKNOWN	HWY 77	Signage	
6/18/2025	PIPPIN MARTHA D DEAL ESTATE / HEIRS / TENANTS	499 MARTIN LUTHER KING DR	RV Living	
6/19/2025	UNKNOWN	Brickyard Road	Signage	
6/19/2025	UNKNOWN	Orange Hill	Signage	
6/19/2025	UNKNOWN	Orange Hill	Signage	
6/19/2025	UNKNOWN	Orange Hill	Signage	
6/19/2025	UNKNOWN	Orange Hill	Signage	
6/19/2025	UNKNOWN	Orange Hill	Signage	
6/19/2025	UNKNOWN	Brickyard Road	Signage	
6/19/2025	UNKNOWN	Orange Hill	Signage	
6/19/2025	UNKNOWN	HWY 90	Signage	
6/19/2025	UNKNOWN	HWY 90	Signage	
6/23/2025	Dania Schwerert	8th St	Excessive grass, weeds, or vegetation	
6/23/2025	RILEY ELOIS BRANTON TRUST	1332 BRICKYARD RD	Excessive grass, weeds, or vegetation	
6/24/2025	CYNTHIA C RICE	1191-1193 5TH AVE	Excessive grass, weeds, or vegetation	
6/24/2025	AMERIGAS PROPANE INC, / MEMBER	1422 SOUTH BLVD	Excessive grass, weeds, or vegetation	
6/24/2025	PAUL & DEIDRA C DAY	782 EAST BLVD	Excessive grass, weeds, or vegetation	
6/24/2025	WENDOLA I NOWELL	772 EAST BLVD	Excessive grass, weeds, or vegetation	

Case Date	Owner Name	Parcel Address	Description	Section F, Item3.
6/25/2025	JOHNSON BETTY EST & IMPLUSIVE EXPRESSIONS LLC., % SANDRA BREWER	754 WEST BLVD	Abandoned materials, no 911, excessive grass, weeds, or vegetation	
6/25/2025	Charles H Parker	980 HAYWOOD DR	Excessive grass, weeds, or vegetation	
6/25/2025	HERCULES GRIFFITH	1242 COGGIN AVE	Excessive grass, weeds, or vegetation	
6/26/2025	DANIEL B & MELISSA R FINCH	575 3RD ST	Excessive grass, weeds, or vegetation	

Showing 1 to 89 of 89 entries

**07/01/2025**



**CITY OF CHIPLEY  
PLANNING & ZONING REPORT  
FOR THE MONTH OF JUNE 2025**



**TO:** City Council

**FROM:** Tamara Donjuan – Planning Officer

**DATE:** July 1, 2025

**(1) Land Use Compliance Certificates: 18**

- 1 – 1270 Harrell Avenue – Roof Replacement
- 2 – 840 Main Street - Roof Replacement
- 3 – 844 Main Street – Roof Replacement
- 4 – 966 Lera Lane – New Construction (Revised)
- 5 – 1021 Orange Hill Road – New Construction (Revised)
- 6 – 566 Martin Luther King Drive – Portable Shed
- 7 – 873 Main Street – Fence Installation
- 8 – 1286 Old Bonifay Road – Pole Barn Installation
- 9 – 1414 Main Street – Fire Alarm Installation
- 10 – 822 5<sup>th</sup> Street – Roof Replacement
- 11 – 777 East Boulevard – Aluminum Structure Over Pool
- 12 – 1680 Main Street – Electrical Update
- 13 – 1308 Church Avenue – Solar Installation
- 14 – 880 Main Street – Renovations / Rehab
- 15 – 818 3<sup>rd</sup> Street – Accessory Structure
- 16 – 511 2<sup>nd</sup> Street – Siding/Windows/Door/Roof Replacement
- 17 – 1342 North Railroad Avenue – Inside Partition Walls Install
- 18 – 779 Sinclair Street – Roof Replacement on Porch Only

**(2) Tree Removal Permits: 3**

- 1 – 685 7<sup>th</sup> Street
- 2 – 1300 South Boulevard
- 3 – 1286 Old Bonifay Road

**(3) Demolition Permits: 1**

- 1 – 639 4<sup>th</sup> Street – Garage Only

**(4) Zoning Changes: 0**

**(5) Planning and Zoning Hearing: 1**

- 1 – 1414 Main Street / Main Street

**(6) Signage Permit: 3**

- 1 – 709 7<sup>th</sup> Street
- 2 – 830 Main Steet
- 3 – 1286 Old Bonifay Road
- 4 – 1691 Main Street – Signage

**(7) Site Plan Reviews: 0**

**(8) Development Orders: 0**

**(9) Request to Site Manufactured Home Unit: 0**

**(10) Request for Certificate of Appropriateness: 1**

1 – 1414 Main Street / Main Street

**(11) Construction Permits: 0**

**(12) Zoning Verifications: 11**

1 – 615 Main Street – Business License

2 – 953 Industrial Drive – Updated Business License

3 – 1040 Main Street - Updated Business License

4 – 1130 Highway 90 – Updated Business License

5 – 1176 Jackson Avenue – Updated Business License

6 – 807 Main Street - Business License

7 – 709 7<sup>th</sup> Street – Business License

8 – 1691 Main Street – Updated Business License

9 – 837 Main Street - Updated Business License

10 – 852 1<sup>st</sup> Street - Updated Business License

11 – 1265 Church Avenue – Updated Business License

**(13) Solicitor Permit: 1**

1 – 1346 Jackson Avenue – Boiled Peanuts

**(14) Alcoholic Beverages and Tobacco: 0**

# Permit Report

Section F, Item4.

**06/01/2025 - 06/30/2025**

Permit Type	Applicant Name	Description	Owner Name	Parcel Address
<input checked="" type="checkbox"/> <b>Permit Type: Business License</b>				
Business License	ChipleY Nails & Spa	Updated Business License	LGS INVESTMENTS LLC	1691 MAIN ST
Business License	The Styling Station	Updating Business License	MARQUEZ ASHLYNN C & JOSE S	837 MAIN ST
Business License	Dance in Line Studio	Business License	Beach Stop LLC	807 MAIN ST
Business License	Leonard Brantley	Business License	Regina Sherie Owens Graham	705-709 7TH ST
Business License	Nicole Everson Photography	Updated Business License	JEFFERSON F & NICOLE J EVERSON	852 1ST ST
Business License	Meadows Tire Center	Business License	MURRY LEON GILLEY	615 MAIN ST
Business License	Brandon & Jennifer Tompkins DBA BJ's Grill	Updating Business License	Brandon and Jennifer Tompkins	1176 JACKSON AVE
Business License	Southeastern Surveying and Mapping	Updating Business License	KRICK GARY B TRUSTEE & ETAL	1130 HWY 90
Business License	Hare Taylor LCC	Updated Business License	GCT CAPITAL PROPERTIES LLC	1046 MAIN ST
Business License	GridSource Incorporated LLC	Updating BL	Kent Construction Prop LLC	953 INDUSTRIAL DR

Permit Type	Applicant Name	Description	Owner Name	Parcel Address	Section F, Item4.
Business License	M Corb LLC	Update Business License	JCORB LLC	1265 CHURCH AVE	
☐ Permit Type: Demolition					
Demolition	Teresa Proctor	Demo Garage Only	PROCTOR RANDAL S & TERESA D	639 4TH ST	
☐ Permit Type: Land Use Compliance					
Land Use Compliance	Moss Industries Inc	Roof Replacement	Moss Industries	840 MAIN ST	
Land Use Compliance	Moss Industries Inc	Roof Replacement	MOSS INDUSTRIES INC	844 MAIN ST	
Land Use Compliance	O'Neill Investments LLC	Revised Plans for New Construction	ONEILL INVESTMENTS LLC	1021 ORANGE HILL RD	
Land Use Compliance	O'Neill Investments LLC	Revised Plans for New Construction	ONEILL INVESTMENTS LLC	966 LERA LN	
Land Use Compliance	Washington County BOCC	Accessory Structure	Washington County Government Annex	818 3rd Street	
Land Use Compliance	Johnson Roofing Solutions LLC	Roof Replacement	JANET SPENCE	1270 HARRELL AVE	
Land Use Compliance	David Roulhac	Portable Shed	DAVID LORENZO ROULHAC	566 MARTIN LUTHER KING DR	
Land Use Compliance	Anita Barnes	Fence Installation	BARNES ANITA J & DONALD J	873 MAIN ST	
Land Use Compliance	Brandy L. Vaughn	Pole Barn Installation	Brandy Vaughn	1286 OLD BONIFAY RD	
Land Use Compliance	Rivertown Community Church	Fire Alarm Installation	RADR LTD	1414 MAIN ST	32

Permit Type	Applicant Name	Description	Owner Name	Parcel Address	Section F, Item4.
Land Use Compliance	Johnson Roofing Solutions	Roof Replacement	HARRIET ANNE CHENAULT	822 5TH ST	
Land Use Compliance	Shirley Morris	Aluminum Structure over pool	SHIRLEY MORRIS	777 EAST BLVD	
Land Use Compliance	Waffle House Inc	Electrical Update	WAFFLE HOUSE INC	1680 MAIN ST	
Land Use Compliance	Deborah Carter	Solar Installation	DEBORAH T CARTER	1308 CHURCH AVE	
Land Use Compliance	J Corb LLC	Renovations / Rehab	JCORB LLC	880 MAIN ST	
Land Use Compliance	John Bledsoe	Siding, Window, Door, Roof replacement	JOHN BLEDSOE	511 2ND ST	
Land Use Compliance	Mickey Knapp	Partition Wall Install	MICKEY KNAPP	1342 NORTH RAILROAD AVE	
Land Use Compliance	Johnson Roofing Solutions LLC	Roof Replacement Porch Only	SAPP ARELY F	779 SINCLAIR ST	
<input type="checkbox"/> Permit Type: Sign					
Sign	Leonard Brantley	Signage (2)	Regina Sherie Owens Graham	709 7TH ST	
Sign	Crystal Abel	Signage / Building	GODFREY WARD G JR TRUSTEE	830 MAIN ST	
Sign	Tabitha Morris	Temporary Signage	Brandy Vaughn	1286 OLD BONIFAY RD	
Sign	Nick Geske	Signage	LGS INVESTMENTS LLC	1691 MAIN ST	
<input type="checkbox"/> Permit Type: Solicitor					
Solicitor	Michael Chamberlin	Boil Peanut Stand	OSTROWSKI JOHN & SANDRA	1346 JACKSON AVE	

Permit Type	Applicant Name	Description	Owner Name	Parcel Address	
<div> <div></div> <b>Permit Type: Tree Removal</b> </div>					
Tree Removal	City of Chipley	Tree Removal (3)	CITY OF CHIPLEY	685 7TH ST	
Tree Removal	Tabitha Morris	Tree Removal	Brandy Vaughn	1286 OLD BONIFAY RD	
Tree Removal	First Baptist Church	Tree Removal	FIRST BAPTIST CH OF CHIPLEY	1300 SOUTH BLVD	
<div> <div></div> <b>Permit Type: Zoning Variance</b> </div>					
Zoning Variance	River Community Church Inc	Variance/Development Order/ Land Use/COA	RADR LTD	1414 MAIN ST	

Showing 1 to 39 of 39 entries

**07/01/2025**





# Michael Richter, Chief of Police

*Chipley Police Department City of Chipley, Florida*

1430 JACKSON AVENUE, • P.O. BOX 1007 • CHIPLEY, FLORIDA 32428  
PHONE (850) 638-6310 • FAX (850) 638-6327

## MONTHLY ACTIVITY REPORT

June 1- June 30, 2025:

<b><u>OFFENSE:</u></b>	<b><u>NUMBER:</u></b>
WARRANT SERVICE	12
BAKER ACT	2
MARCHMAN ACT	1
AGENCY ASSIST	1
MISSING JUVENILE/RUNAWAY	1
CIVIL ISSUE	1
INFORMATION	3
MISUSE 911	1
DISTURBANCE	4
DISTURBANCE-VERBAL	0
ABUSE: CHILD	1
BATTERY	5
HARASSMENT/THREATS	1
SEX OFFENSE	1
DECEASED PERSON	0
THEFT	6
BURGLARY-RESIDENCE	2
BURGLARY- VEHICLE	2
FRAUD	0
CRIMINAL MISCHIEF	5
STOLEN VEHICLE	0
TRESPASSING	10
SUSPICIOUS ARTICLE	4
SUSPICIOUS PERSON	1
LOST/STOLEN PROPERTY	1
FOUND/ABANDONED PROPERTY	1
HIT AND RUN	2
DWSLR	3
DRUNK DRIVER	0
DRUG CASE	7
TRAFFIC STOP	7
CHASE: VEH OR FOOT	0
ACCIDENT- VEHICLE	1
<b>TOTAL</b>	<b>86</b>



# Michael Richter, Chief of Police

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## TRAFFIC TOTALS

	<b>MAY</b> <small>(LAST MONTH)</small>	<b>JUNE</b> <small>(THIS MONTH)</small>
<b>TRAFFIC CITATIONS</b>	<b>188</b>	<b>108</b>
<b>TRAFFIC WARNINGS</b>	<b>591</b>	<b>576</b>
<b>TRAFFIC CRASHES</b>	<b>19</b>	<b>13</b>

## Traffic Crash Summary June 1- June 30, 2025

<u>DATE:</u>	<u>Time:</u>	<u>Road:</u>	<u>Closest Crossroad:</u>	<u>Intersection:</u>	<u>Form:</u>
6/2	10:25am	Glenwood Ave.	2 <sup>nd</sup> St.	Not Intersection Related	Short
6/4	2:15pm	Main St.	Parking Lot- Walmart	Not Intersection Related	Short
6/5	7:00am	Orange St.	South Blvd.	Not Intersection Related	Short
6/9	11:50am	Nadia Ave.	Main St.	Intersection Related	Long
6/10	9:00am	Main St.	Parking Lot- Applefields	Not Intersection Related	Short
6/12	2:00pm	Main St.	Brickyard Rd.	Not Intersection Related	Long
6/13	3:35pm	Main St.	Parking Lot- Taco Bell	Not Intersection Related	Short
6/14	11:00am	Brickyard Rd.	Parking Lot-Brickyard Market	Not Intersection Related	Short
6/17	9:00pm	Main St.	Parking Lot- 605 Main St.	Not Intersection Related	Short
6/19	11:30am	Main St.	Parking Lot- Dollar Tree	Not Intersection Related	Short
6/23	11:30am	Main St.	Parking Lot- 1611 Main St.	Not Intersection Related	Short
6/23	12:35pm	Jackson Ave.	Parking Lot- BJ's Grill	Not Intersection Related	Short
6/26	6:00pm	Main St.	Parking Lot- Walmart	Not Intersection Related	Short



# City of Chipley

## Public Works Office JUNE Activity Report From: Guy Lane



The following is a list of routine monthly duties and additions to by departments:

### Bldg. Maintenance

Routine checks of all city buildings/Routine weekly checks of all flags, cleaning of all parks, removing trash, cleaning, and stocking bathrooms/Routine monthly checks of all traffic signals, crosswalks and playground equipment at parks/Escorted Cross-Country Exterminators to city buildings for monthly sprayings/Removed trash from Glenwood Cemetery weekly/Removed trash downtown weekly/Met with customer regarding the purchase a plot at Glenwood Cemetery/Changed the codes on the bathrooms at Farmer's Market/Pressure washed under the pavilion at the Farmer's Market/Reset all timers downtown on the antique street lamps/Put together new benches for Farmer's Market/Put out flags downtown for Flag Day/Replaced fence pickets on the privacy fence around the dumpster at Public Works.

### Street

Mowed city right of ways/Maintained ditches/Sign maintenance/Equipment maintenance/Maintained streets, sidewalks and driveways/Special Pickups/Leaf & Limb Pickup/Poured footer for flag pole at Jim Trawick Park/Patch potholes in all Wards/Cut down trees in various locations and had stumps ground/Picked up debris from inclement weather/Cleaned and maintained inlets and ditches/Cut right of ways and low hanging limbs/Cut grass at Old Roulhac and Communications tower site/Set up cones, barricades, and road closure signs for the Watermelon Parade and Thursday Night Light event/Swept right of way on 2<sup>nd</sup> Street between Holley Avenue and Warren Avenue and 1<sup>st</sup> Street from Hwy. 90 to Coleman Avenue.

### Gas

Locate Tickets (49)/Gas calls (2)/New Service (0)/Pressure test (4)/Replaced meter sets (0)/Pulled inactive meters (1)/Replaced gas warning signs (23)/Service Availability request (0)/Abandonments (7)/Changed gas charts 4 times for the month/Assisted Water Department with re-reads and water leaks/Vehicle maintenance/Assisted generator technician at the Morris Lift Station with the natural gas generator/Greased and flushed the gas valve at 2<sup>nd</sup> Street and Jackson Avenue/Changed out the gas pressure recorder at West Point Home/Gas connects (0)/Gas Disconnects (0)/Assisted Building Maintenance with cleaning the Farmer's Market and putting together benches/**Animal Complaints** (4)/Cats impounded (5)/Dogs impounded (1)/Dog bite cases (0)/Dead animal pick up (3).

### Water

Water Connects (12)/Water Disconnects (26)/Re-reads (888)/Doorknockers (33)/Non-Payment Disconnects (22)/Non-Payment Reconnects (13)/Replaced meter boxes (2)/Replaced meter box lids (1)/Hydrant meter sets (0)/Locates (40)/Service leaks (16)/After-hours service leaks (0)/Water Availability request (0)/Water taps (1)/Water main breaks (1)/Re-reads for City Hall/Assisted Gas Department with abandonment on Bennett Drive/Assisted Building Maintenance Department with taking down big USA flag, privacy fence around PW dumpster and cleaning parks and picking up trash downtown/Cut grass at old Roulhac/Took lead and copper samples/Assisted with unloading and loading crowd control panels for the Panhandle Watermelon Festival/Started replacing old registers with new Allegro registers in Book 5/Set tap and poured sidewalk back at 730 Pecan Street.



# *City of Chipley*

## **RECREATION DEPT.**

1442 Jackson Avenue

P.O. Box 1007

Chipley, Florida 32428

(850) 638-6348 Fax: (850) 638-6318

## **Recreation Department**

### **Report for June 2025**

1. Finished Softball and Baseball All-Stars.
2. Prepped soccer field for adult flag football.
3. Installed flagpole on Soccer field.
4. Equipment Maintenance.
5. Field Maintenance.
6. Splashpad Maintenance.
7. Grounds and Janitorial Maintenance.



# City of Chipley

**Water Utilities Department**  
**P. O. Box 1007**  
**Chipley, Florida 32428**  
**(850) 638-6347 - Fax: (850) 638-6052**

**June 30, 2025**

## **Water Utilities Department Report for June 2025**

To: City Council and Administrator

**Wastewater Treatment Facility:** The analytical results of the Wastewater Reclamation Facility for the month of May 2025 had no violations. We have not received all the results from June 2025, but what have received show no violations. Continuing to plot sewer lines and cleanouts in diamond maps. Cut grass at WWTF twice. Continue smoke testing.

**Lift Stations:** Routine inspections. Cut grass at all lift stations twice. John Teal and Vo-Tech generators are operational.

**Water Wells:** The bacteriological samples for the month of June 2025 passed. Check generators weekly. Cut grass at all wells twice.

**Spray Field:** Routine inspection of spray field. Mowed Pike Pond spray field. Mowed Davison and Ind. Park spray fields.

**Main Jetted- 16**

**Locates: 51**

**Work orders: 10**

**Sewer Stoppages: 6**

**Abonnement Sewer Lateral: 2**

**Replace Clean Out Caps: 5**

**Sewer Taps: 1**

**Replace/Repair Sewer Lateral: 2**

**Development Order: 1**

**Install Clean Out Boxes: 0**

**Replace Clean Outs: 1**

**Demolition Order: 1**

**Rain Guards installed: 0**

**Raised manholes: 0**

**Recorded Rainfall for the month: 5.90 inches**

Jimmy Cook  
 Water Utilities Director

# City of Chipley

1442 Jackson Avenue  
Post Office Box 1007  
Chipley, Florida 32428  
(850) 638-6350 Fax: (850) 638-6353

TO: Mayor and Council

FROM: Jamie A. Richter, Finance Director

DATE: July 02, 2025

SUBJECT: Finance Office Report – June 2025

For the month of June, the finance staff processed the following:

	<u>May</u>	<u>June</u>
Number of utility bills for the normal billing cycle	2,041	2,043
Number of new accounts opened during the month	24	21
Number of accounts closed during the month	9	18
Number of accounts transferred during the month	1	1
Credit Card Payments at Counter/By Phone	295	300
Credit Card/E-check Payments Online	417	423
Issued Work Orders	83	83
Issued Availability of Service Forms	4	2
Issued Business Tax Licenses	3	10
Purchase Orders Issued	88(\$42,428.28)	92(\$51,850.58)
Accounts Payable Checks Issued	253(\$701,824.60)	253(\$714,462.89)

The following information pertains to disconnecting customer services for non-payment:

Number of customers with delinquent accounts	449 (04/16/25)	396(06/17/25)
Door knockers and telephone calls made to customers	93	84
Number of customers with delinquent accounts	131 (04/30/25)	243(06/23/25)
Actual disconnection of services for the month	34	23

Disconnects began on **June 17, 2025**, and were completed on **June 23, 2025**.

Please let me know if you have any questions or if you need additional information.

**City of Chipley  
Schedule of Projects**

Federal or State Agency	Agreement Number	Type of Work	Number	Funding Amount	Agreement Effective Date	Agreement End Date
<b>Chipley Water Meter Upgrade Project</b> Northwest Florida Water Management District	Consultant: Liberty Partners of Tallahassee			\$1,037,119.00		
Project: This funding will upgrade and replace all water meters in the city automatic meter read system. We are currently awaiting funding approval to see if we will be awarded.						
<b>2025 PHMSA Technical Assistance Grant</b> U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration, Technical Assistance Grants		Equipment Purchase	20.710	\$ 60,863		
Consultant: Florida Gas Utility Project: The 2025 PHMSA Technical Assistance Grant which will purchase GIS Mapping software and contracting and combustible gas detection equipment has been submitted and we are awaiting approval.						
<b>Bennett Drive Improvements</b> Florida Department of Transportation, Small County Outreach Program (SCOP)		Design Construction CEI	55.009	\$ 794,759.57	09/10/24	12/31/25
Consultant: Melvin Engineering Project: This funding will be used for drainage and resurfacing improvements to Bennett Drive from East Church Avenue to Glenwood Avenue (approx. 0.52 miles). The engineering agreement was approved by the City Council in January 2025 and the design is 100% complete and the construction will advertise for bids next week.						
<b>First Responder Emergency Equipment</b> State of Florida Department of Commerce, Local Economic Development Initiatives	HL175	Fire Tanker and Equipment	40.038	\$ 500,000	07/01/23	06/30/26
Consultant: Liberty Partners of Tallahassee Project: This funding was used to purchase a Freightliner 1,250 gallon Tanker Truck, along with nine (9) SCBA Packs, twenty (20) SCBA Cylinders, nine (9) SCBA Facepieces, one (1) Charging Station, and six (6) Battery Packs. The tanker truck has been ordered and has an estimated arrival date of mid 2025 and all of the equipment has been ordered and received. We submitted a request for funds for the entire project amount and the funds have been received and have been placed in deferred revenue until such time that the truck is received. At this time expected arrival is September 2025.						

Federal or State Agency	Agreement Number	Type of Work	Number	Funding Amount	Agreement Effective Date	Agreement End Date
<b>Chipley Lead Service Line Replacement</b> Florida Department of Environmental Protection, Drinking Water State Revolving Fund	Consultant: Mott MacDonald	Planning		\$ 275,000		
		Engineering		\$540,000		
		Construction		\$8,800,000		
		Technical Services		\$640,000		
				\$ 10,255,000.00		
Project: This grant/loan funding will allow us to replace any lead service lines that are found during the inventory that is currently being completed. The inventory has been completed and we are awaiting further direction from FDEP.						
<b>Shivers Park Project</b> Florida Department of Environmental Protection, Florida Recreation Development Assistance Program (FRDAP)	Consultant: Fred Fox Enterprises	Development	37.017	\$ 200,000	12/02/24	06/30/27
		Project: The City Council approved the agreement in November 2024. This funding will be used to construct pickleball courts, an ADA playground and sidewalks to the new courts and playground, along with renovations to the existing parking lot, playground area, picnic pavilion and restrooms. The required commencement documents have been submitted and approved by the State. This project is moving forward.				
<b>Gilmore Park Project</b> Florida Department of Environmental Protection, Florida Recreation Development Assistance Program (FRDAP)	Consultant: Fred Fox Enterprises	Development	37.017	\$ 50,000	12/02/24	06/30/27
		Project: The City Council approved the agreement in November 2024. This funding will be used to construct a new playground, picnic pavilion and security lighting, along with renovations to the existing playground, restrooms and parking lot. The required commencement documents have been submitted and approved by the State. This project is moving forward.				
<b>Old Chipley City Hall - Phase II</b> Florida Department of State, Division of Historical Resources		Planning	45.031	\$ 50,000	07/01/24	07/31/25
		Project: This funding will be used to procure a consultant to do additional assessments to the building to include mold, electrical, mechanical and ADA recommendations. The architectural and structural assessments were completed in Phase I of this project. The agreement with Baker Design has been approved by the council and the engineers have completed the FINAL report which the State has approved.				
<b>2023 Bulletproof Vest Program</b> United States Department of Justice, Bureau of Justice Assistance, Bulletproof Vest Partnership	2023 BVP	Bulletproof Vests	16.607	\$ 1,275	04/01/23	08/31/25
				Match		
				\$ 1,275		
		Project: This funding will be used to purchase three (3) bulletproof vests. Bulletproof Vests have a life of five (5) years and then they are required to be replaced. This grant covers up to 50% of the cost of the vests.				

Section F, Item 10.



Federal or State Agency	Agreement Number	Type of Work	Number	Funding Amount	Agreement Effective Date	Agreement End Date
<b>Chipleay Lift Station Generators Project</b> Federal Emergency Management Association, Florida Division of Emergency Management and Florida Department of Commerce, Comm. Development Block Grant	H0767  M0143 Consultant: Wheeler EMC	Generators	97.039  14.228	\$ 117,520  Match 38,561	02/07/22  07/25/22	10/31/25  09/30/25
Project: This funding will be used to purchase one (1) generator for John Teal Lift Station and one (1) generator for Vo-Tech Lift Station. These generators will help during power outages related to hurricanes and prevent sewage spills. The generators have been installed, the electrical is complete, the additional fencing has been installed around the generators, and we are working on the closeout.						
<b>NW Stormwater System Restoration</b> U.S. Department of Housing & Urban Development Florida Department of Commerce, Community Development Block Grant	M0014  Consultant: Melvin Engineering	Administration Engineering Construction CEI	14.228	\$ 2,916,119	04/25/22	09/30/25
Project: This funding will be used to clean, reshape and stabilize ditches, construct new lateral outfall ditches, and expand existing crossdrains in the Northeast section of the City. This will include new culverts and a major box culvert at Griffin Road. Project locations will be on or near the following: west of Griffin Road, Griffin Road, North and South Railroad Avenue, Old Bonifay Road, the corner of North Railroad Avenue and Rustin Drive, 1st Street, Watts Avenue, 2nd Street and Glenwood Avenue. It has been determined that a three-inch gas main is located near the construction site. The gas line has been relocated and this project has been advertised for bids.						
<b>Washington County Industrial Park Project</b>				\$ 7,714,100.00		
Project: This is a joint effort between the County and the City to develop water, sewer and gas infrastructure, along with a roadway in the Washington County Industrial Park.						
<b>City Hall Generator</b> Federal Emergency Management Association, Florida Division of Emergency Management		Generator	97.039	\$ 126,000		
	Consultant: Wheeler EMC					
Project: The City applied for this funding in August 2023. If approved, it will provide a generator at City Hall for hurricane related power outages. This project was not approved for funding.						

Federal or State Agency	Agreement Number	Type of Work	Number	Funding Amount	Agreement Effective Date	Agreement End Date
<b>Chipley Fire Truck and Equipment</b> United States Department of Agriculture Pass-through Florida Department of Agriculture and Consumer Services Community Facilities Loan and Grant Program	Resolution No. 22-31  Consultant: SERCAP	Fire Pump and Equipment	10.766	\$ 338,000 Loan/Grant \$ 330,000 ARPA Funds		
Project: This funding will be used to purchase a new fire pump apparatus and equipment to ready it for use. The truck has been received. We held the Push-In Ceremony on May 14th and the bond closing took place on May 21, 2024. The truck and equipment has been paid for. We have about \$13,000 left to spend from grant funds, and we hope to have this project finalized and closed out in the next 60 days.						
<b>Chipley Mongoven Building</b> U.S. Department of Housing & Urban Development Florida Department of Economic Opportunity, Community Development Block Grant	M0041  Consultant: Melvin Engineering	Engineering Construction CEI	14.228	\$ 852,800	04/14/22	09/30/25
Project: This funding will be used to purchase the Mongoven Building property, demolish the building, and build a nice park area. The property has been purchased and the demolition bids have been received. The demo is 100% complete and Phase II which is the structural stabilization, has been started and is 85% complete. The Council approved a change order for additional stabilization work to be completed.						
<b>Chipley Peach Street Lift Station Improvements</b> U.S. Department of Housing and Urban Development, Community Development Block Grant	H2567  Consultant: Fred Fox Enterprises	Administration Engineering Construction CEI	14.228	\$ 700,000 ARPA Funds \$ 240,825	01/01/23	07/31/25
Project: This funding will be used to replace the Peach Street Lift Station and if the funds are available also complete septic to sewer on 1st Avenue. The environmental review has been approved, the construction contract has been approved and we are awaiting contract approval by Florida Commerce. Once we receive the approval from the State we will move forward with construction. Florida Commerce has approved the use of mitigation project funds to offset the overbudget costs associated with the lift station.						

Federal or State Agency	Agreement Number	Type of Work	Number	Funding Amount	Agreement Effective Date	Agreement End Date
<b>Citywide Flooding Resiliency Improvements</b> U.S. Department of Housing and Urban Development, Community Development Block Grants (CDBG-MIT) General Infrastructure Program Project: This funding will be used to clean, reshape and stabilize existing ditches, construct new lateral outfall ditches; restore and expand existing cross drains to ensure proper conveyance to the stormwater management facility. This project has been advertised for construction bid and awarded. The construction has started on this project.	MT148	Administration Engineering Construction CEI Consultant: Melvin Engineering	14.228	\$ 2,936,950	01/19/23	01/19/27
<b>Public Works Building Solar Panel Project</b> Florida Department of Agriculture & Consumer Services, Florida's Fiscally Constrained Energy Efficiency Program Project: This funding was used to install a 40 kilowatt photovoltaic solar power system at the Public Works Building. The panels have been placed on the roof of the building. The contract with Alternative Energy Systems is 100% complete and FPL has installed the new bi-directional meter. We will continue to monitor this project to determine the savings the City is receiving from the solar panels through 09/30/2025.	30764	Construction Consultant: SERCAP	81.041	\$ 200,000.00		09/30/25
<b>Chipleys Fire Tanker Truck</b> U.S. Department of Homeland Security Assistance to Firefighters Grant Project: This funding will be used to purchase a new Fire Tanker Truck. We are awaiting funding approval to see if we will be awarded.		Fire Tanker Consultant: Liberty Partners of Tallahassee		\$ 650,000.00		
<b>2024 Bulletproof Vest Program</b> United States Department of Justice, Bureau of Justice Assistance, Bulletproof Vest Partnership Project: If approved, this funding will be used to purchase two (2) bulletproof vests. Bulletproof Vests have a life of five (5) years and then they are required to be replaced. This grant covers up to 50% of the cost of the vests.	2024 BVP	Bulletproof Vests	16.607	\$ 1,045 Match \$ 1,045		

Federal or State Agency	Agreement Number	Type of Work	Number	Funding Amount	Agreement Effective Date	Agreement End Date
<b>Speed Reduction Efforts</b> Florida Department of Law Enforcement Edward Byrne Memorial Justice Assistance Grant Program, Florida JAG Direct	2023-JAGD	Purchase Traffic Radar Data Collector	16.738	\$ 1,579		06/30/25
Project: This grant will purchase a traffic radar data collector will be paired with previously purchased speed signs to provide data on when and where to focus traffic efforts. This equipment has been received and we are working toward closeout of this grant.						
<b>Gilbert Acres Stormwater Improvements</b> Florida Department of Environmental Protection, Resilient Florida Program		Design Construction		\$ 2,880,000		
Consultant: Melvin Engineering Project: If approved, this funding will be used to improve the outfalls from Gilbert Acres to the west (toward Alligator Creek) and back to the east toward US 90, where the City also has the Peach Street project and lift station project. We are in the funding range now we just wait to see if the funding is approved during the legislative session.						
<b>Utility Kiosk</b>						
Project: We have reached out to companies about kiosks and we are currently working with our software provider to determine the best route for us to go in order to be able to make the most efficient use of the equipment we purchase. Some kiosks are compatible and some are not so we are working through that and will know more soon. Now that we have worked through the finalization of the ARPA funding we should be able to now move forward with this project utilizing city funds. I am waiting until we know for sure what we will need for the Peach Street project.						
<b>Chipley Downtown Parking Project</b> Florida Department of Commerce, Rural Infrastructure Fund		Design Construction	40.042	\$250,000		
Consultant: Metric Consulting Project: This funding will be used to construct and rehabilitate city-owned properties to alleviate the parking insufficiency in the downtown area. This project was not approved for funding this cycle.						
<b>Brickyard Road Wastewater Design Project</b> Florida Department of Commerce, Rural Infrastructure Fund		Planning	40.042	\$ 295,000	12/06/24	12/06/26
Consultant: Liberty Partners of Tallahassee and Mott MacDonald Project: This funding will be used for the design, engineering, and survey work needed to extend public sanitary sewer service approximately 5,500 linear feet along Brickyard Road. This is a critical east/west corridor, and the extent of the project includes SR-77 to Hoyt Street. The agreement between the City and Mott MacDonald is on the agenda this month for approval.						

Federal or State Agency	Agreement Number	Type of Work	Number	Funding Amount	Agreement Effective Date	Agreement End Date
<b>I-10/Highway 77 Infrastructure Design Project</b> Florida Department of Commerce, Rural Infrastructure Fund	Consultant: Liberty Partners of Tallahassee	Planning	40.042	\$ 246,500		
Project: This funding will be used for the design, engineering, and survey work necessary to extend wastewater and natural gas infrastructure to the south quadrants of the I-10 and State Road 77 Interchange. This project was not approved for funding this cycle.						
<b>Chipley Wastewater Energy Efficiency Project</b> Florida Department of Agriculture & Consumer Services, Florida's Fiscally Constrained Energy Efficiency Program	Consultant: Melvin Engineering			\$ 661,500		
Project: This funding will be used to optimize energy consumption, reduce operational costs, and ensure compliance with regulatory standards. The goal is to replace pumps/motors/scada system to enhance the performance and sustainability of our wastewater treatment processes. This agreement was approved at the meeting last month and we are awaiting a completely executed contract from the State.						
<b>Jim Trawick Park - Phase X</b> Florida Department of Environmental Protection, Florida Recreation Development Assistance Program (FRDAP)	Consultant: Fred Fox Enterprises	Development	37.017	\$ 200,000		
Project: This funding will be used for Soccer Field Renovation, Playground Renovation to include ADA Equipment; Baseball Field No. 7 Renovation, Softball/T-Ball Field No. 8 Renovation, Add Exercise Station to Walking Trail, Picnic Facility Renovation, New Batting Cages, New Bleachers, Sidewalk to Batting Cages and Sidewalk to Playground Renovation. We are currently awaiting funding approval to see if we will be awarded.						
<b>Chipley Fire Skid Unit</b> U.S. Department of Agriculture, Forest Service, Volunteer Fire Assistance Grant Program		Purchase Equipment	10.66	\$ 11,247.00 Grant \$ 11,247.00 50% Match		
Project: This funding will be used to purchase a skid unit. This project has been approved for funding and we have purchased all of the equipment. This project has been closed out.						
<b>State of Florida Legislative Appropriations Request - Police Vehicles &amp; Equipment</b>	Consultant: Liberty Partners of Tallahassee	Purchase Vehicles and Equipment		\$ 500,000.00		
Project: This funding will purchase new police vehicles along with some much needed police equipment that the city has been unable to purchase during the budget cycle. This project was not funded during the legislative session.						

Federal or State Agency	Agreement Number	Type of Work	Number	Funding Amount	Agreement Effective Date	Agreement End Date
<b>State of Florida Legislative Appropriations Request - Pecan Street Resurfacing</b>	Consultant: Liberty Partners of Tallahassee			\$ 750,000.00		
Project: This funding will allow us to work on the drainage and resurfacing of Pecan Street. This project was funded during the legislative session and we should receive an agreement from the State in the next few months.						
<b>State of Florida Legislative Appropriations Request - Construction for Bickyard Road Sewer</b>		Construction		\$ 1,000,000.00		
Consultant: Liberty Partners of Tallahassee						
Project: This funding will allow us to construct the 5,500 linear feet of gravity sewer main on Brickyard Road that we are currently advertising for engineering services. This project was not funded during the legislative session.						
<b>RFQ for Real Estate Services</b>						
Project: We have advertised for RFQ's for Real Estate Services. We had to extend this RFQ out due to us not receiving any submittals. The Council awarded this project to Elite Realty and we are currently working on a contract to bring to the Council for approval.						
<b>Wastewater Facilities Plan</b>		Planning		\$ 90,000.00		
Florida Department of Environmental Protection - State Revolving Fund						
Consultant: Mott MacDonald						
Project: This funding will allow us to have a Wastewater Facilities Plan prepared in order to allow for us to apply for future State Revolving Fund funding. The resolution for the loan reserve repayment account is on the agenda for approval this month.						
<b>Drinking Water Facilities Plan</b>	DW670140	Planning	66.468	\$ 90,000.00		10/15/26
Florida Department of Environmental Protection - State Revolving Fund						
Consultant: Mott MacDonald						
Project: This funding will allow us to have a Wastewater Facilities Plan prepared in order to allow for us to apply for future State Revolving Fund funding. This project is moving forward.						
<b>FDEP Septic to Sewer Project</b>		Design Construction		\$ 1,325,500.00		
Florida Department of Environmental Protection , Nonpoint Source Grant Program						
Project: This funding will allow us to improve water quality, protect public health, and enhance wastewater infrastructure by moving 32 septic systems into our city sewer system. We have included a match waiver request in the grant and we are currently awaiting funding approval.						

Federal or State Agency	Agreement Number	Type of Work	Number	Funding Amount	Agreement Effective Date	Agreement End Date
<b>Pecan Street Improvements Project</b> Florida Department of Transportation, Municipal SCOP		Design CEI Construction		\$ 1,844,457.98		
Project: This funding will allow us to make improvements to Pecan Street from South Boulevard to Church Avenue, which is approximately .738 miles. We are currently awaiting funding approval to see if we will be awarded.						
<b>FDEP I &amp; I Planning Project</b> Florida Department of Environmental Protection, Cleanwater Program		Planning Design		\$ 500,000.00		
Project: This project will fund planning and design of the collection system and pump stations to develop targeted strategies for preventing future sanitary sewer overflows (SSO's) by working toward inflow & infiltration issues within our sanitary sewer system. We are awaiting approval.						
<b>Old Chipley City Hall - Construction</b> Florida Department of State, Division of Historical Resources		Construction Design/Construction		\$ 338,000 City Match \$75,000		
Project: This funding will be used for a new roof system/blocking/hurricane ties/repair roof framing. The city will be required to match \$75,000 for design and construction. We are awaiting approval of this funding.						
<b>COPS Hiring Grant Program</b> U.S. Department of Justice, COPS Hiring Grant Program				\$ 480,000.00		
Project: This funding will allow us to hire two (2) additional police officers. We are currently awaiting funding approval to see if we will be awarded.						

**CITY OF CHIPLEY**  
**STAFF REPORT**

**SUBJECT:** Request for Development Order and Certificate of Appropriateness – 1414 Main Street - Rivertown Community Church, Inc.

<b>MEETING DATE</b>	<b>PREPARED BY</b>
Tuesday, July 8, 2025 @ 5:00 pm	Tamara Donjuan, Planning & Zoning Officer

**SUMMARY**

Rivertown Community Church Inc. request for Development Order and Certificate of Appropriateness for redevelopment and a variance for the proposed new construction of an overflow parking lot. The property is located at 1414 Main Street, Parcel ID:00000000-00-2218-0000, 4 acreage and Main Street, Parcel ID:00000000-00-2218-0037, 7.08 acreage. Both parcels will be included in the project. These properties are zoned Commercial with an overlay of the Corridor Development District which requires Planning and Zoning and City Council approval.

Rivertown Community Church Inc. is proposing improvements to the existing plaza, a new 135 space parking lot, new electric signage, and interior remodel to the approximately 14,000 square foot existing structure. The existing landscape will go under maintenance improvements according with City landscaping code.

A variance request is for landscaping requirement for the new development of the 135-space parking lot. The requested variance would be from planting additional shade trees and allowing existing trees to be considered sufficient shade. This will be an overflow parking lot not primary parking. Existing trees will remain in and around the new parking area. The existing trees are larger in height and diameter than required by the cities landscape code.

The proposed new development of the parking lots for overflow meets all standards for uses allowed density and intensity except for the design standards for the landscaping Chapter 44 – Zoning, ARTICLE VI – District Regulations, Section 44-163- Corridor development district.

Mailing for the notice of hearing was mailed on May 28, 2025, by certified mail to eight owners that lie within 300 feet of the property requesting the variance for Main Street, Parcel ID: 00000000-00-2218-0037, 7.08 acreage.

The proposed redevelopment of the existing primary parking lots meets all standards for uses allowed, density and intensity, and design standards for Chapter 44 – Zoning, ARTICLE VI – District Regulations, Section 44-163- Corridor development district.

According to FEMA National Flood Hazard Layer data maps approximately 100% of the property is in Flood Zone "X", which is an area of minimal flood hazard.



The Florida Department of Environmental Protection has previously permitted the original development for stormwater. The parcel for the new parking lot is included in the initial permit.

The redevelopment of the property will allow the property to continue to maintain higher standards required for properties located in the corridor development district. It will enhance and aesthetically blend with the community. The variance request for landscaping for the new parking lot is minimal and will be in harmony with the general intent and purpose of the City's Code.

***Planning and Zoning Commission met on June 19, 2025 @ 3:00 pm APPROVED 4-0.***

## RECOMMENDATION

City Staff recommend approval of the Development Order and Certificate of Appropriateness to include the variance for the new constructed parking lot for overflow.

## ATTACHMENTS

1. Development Order Packet
2. Landscape Plans
3. Environmental Protection Permit
4. FEMA National Flood Hazard Layer

# City of Chipley Development Order

File No. \_\_\_\_\_ Fees Paid \$ 100

Name of Owner: Rivertown Community Church, Inc. Phone #: 850-718-4201

Address: 4534 Lafayette St., Marianna, FL 32446

Name of Developer/Contractor: Rivertown Community Church, Inc.

Address: 4534 Lafayette St., Marianna, FL 32446 Phone #: \_\_\_\_\_

Type of Development: Commercial / Parking Lot Parcel Size: 6 acres

Location of Development: Washington Square Blvd. / 1414 Main St / Main St

Land Use Designation: Commercial Sq. Ft. of Building: N/A

Site Plan Required? Yes ☒ No \_\_\_\_\_ Stormwater Permit Required? Yes ☒ No \_\_\_\_\_

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

Attachments to Order: 1. Site narrative 2. Land use  
3. Sign Application 4. variance / misc.

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 \_\_\_\_\_

Owner/Developer/Contractor: David H Melvin  **SEAL**  
David H. Melvin, RCC Board Member Assigned to Project

### Site Narrative

It is proposed to develop the 7-acre parcel located off Washington Square Blvd in Chipley, Florida for use as a vehicular use area (parking lot). The adjacent 4-acre parcel is the RCC Chipley Campus with existing vehicular use area and the 7-acre parcel is to be used as supplementary parking for the church. Proposed improvements are to consist of a 135- space vehicular use area and on-site landscape improvements.

Currently the 7-acre parcel is vacant but is covered under the regional FDEP Permit (RG67-137053-002). Stormwater run-off will be conveyed overland flow to regional stormwater facility. Water and sewer will not be required for the parking lot construction.

The existing curb cuts located on Washington Square Blvd. are to be utilized by the vehicular use area as an entrance and exit. The vehicular use area is proposed to supplement the existing vehicular use area located on the adjacent 4-acre parcel.



DAVID H. MELVIN, INC.  
CONSULTING ENGINEERS

4428 Lafayette Street  
Marianna, FL 32446  
Phone: (850) 482-3045  
www.melvineng.com

EB-0005637  
LC-0000277

# WASHINGTON SQUARE

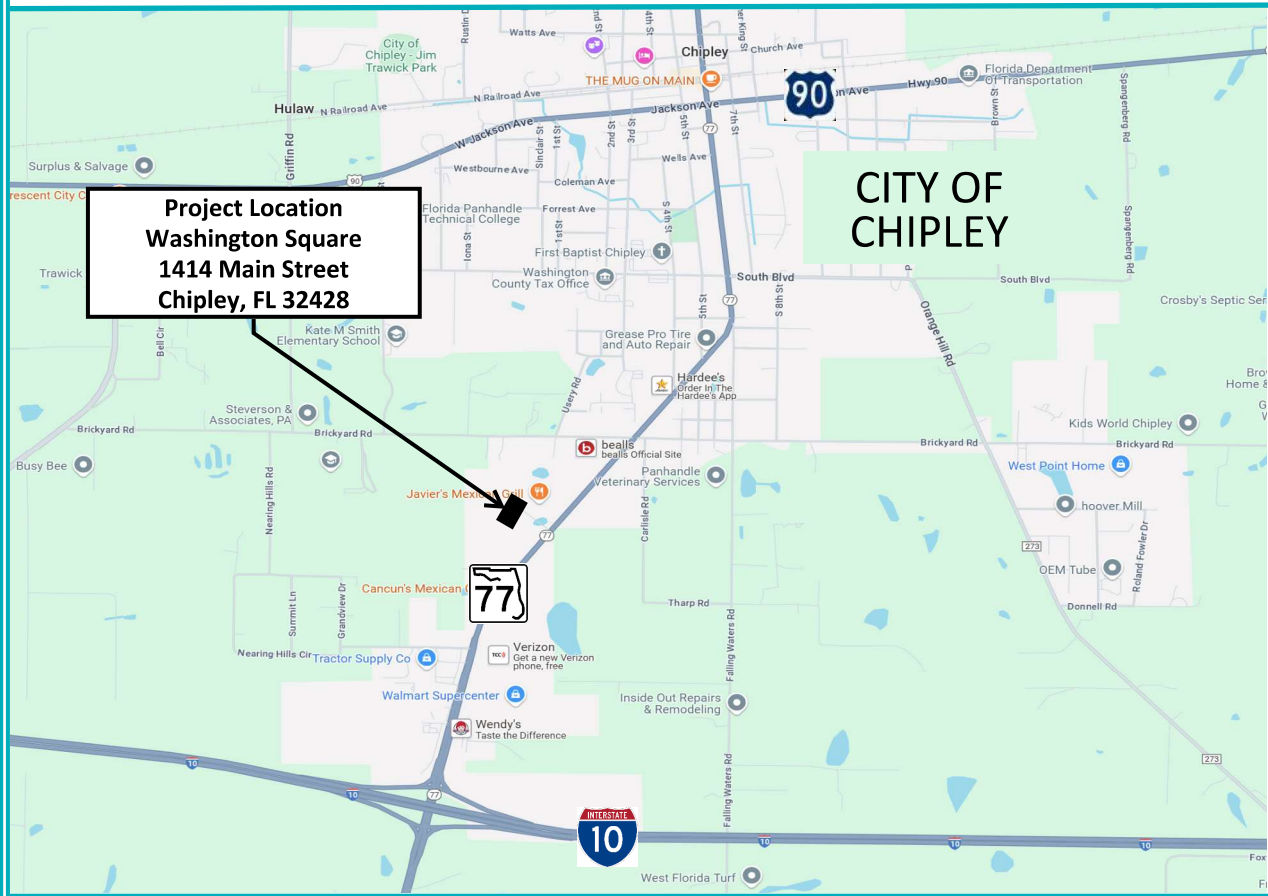
## RCC PARKING LOT ADDTIONAL AND LANDSCAPE IMPROVEMENTS

### DEVELOPMENT ORDER SUBMITTAL

OWNER:  
*RIVERTOWN COMMUNITY CHURCH (RCC)*

4534 Lafayette Street  
Marianna, FL 32446  
(850) 718-4201

VICINITY MAP



DRAWING INDEX

- |        |                                       |
|--------|---------------------------------------|
| C1     | TITLE PAGE                            |
| C2     | AERIAL LOCATION                       |
| C3     | AERIAL PROPOSED OVERFLOW PARKING AREA |
| C4     | SITE PHOTOS OVERFLOW PARKING AREA     |
| C5     | AERIAL EXISTING PARKING AREA          |
| C6     | SITE PHOTO EXISTING PARKING AREA      |
| C7     | LANDSCAPING PLANT PALETTE             |
| C8-C10 | LANDSCAPE DETAILS                     |

**RCC CHIPLEY CAMPUS**  
**CHIPLEY, FLORIDA**

TITLE  
PAGE

PROJ NO. \_\_\_\_\_  
DATE 5.18.2025  
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**C1**





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**RCC CHIPLEY CAMPUS**  
**CHIPLEY, FLORIDA**

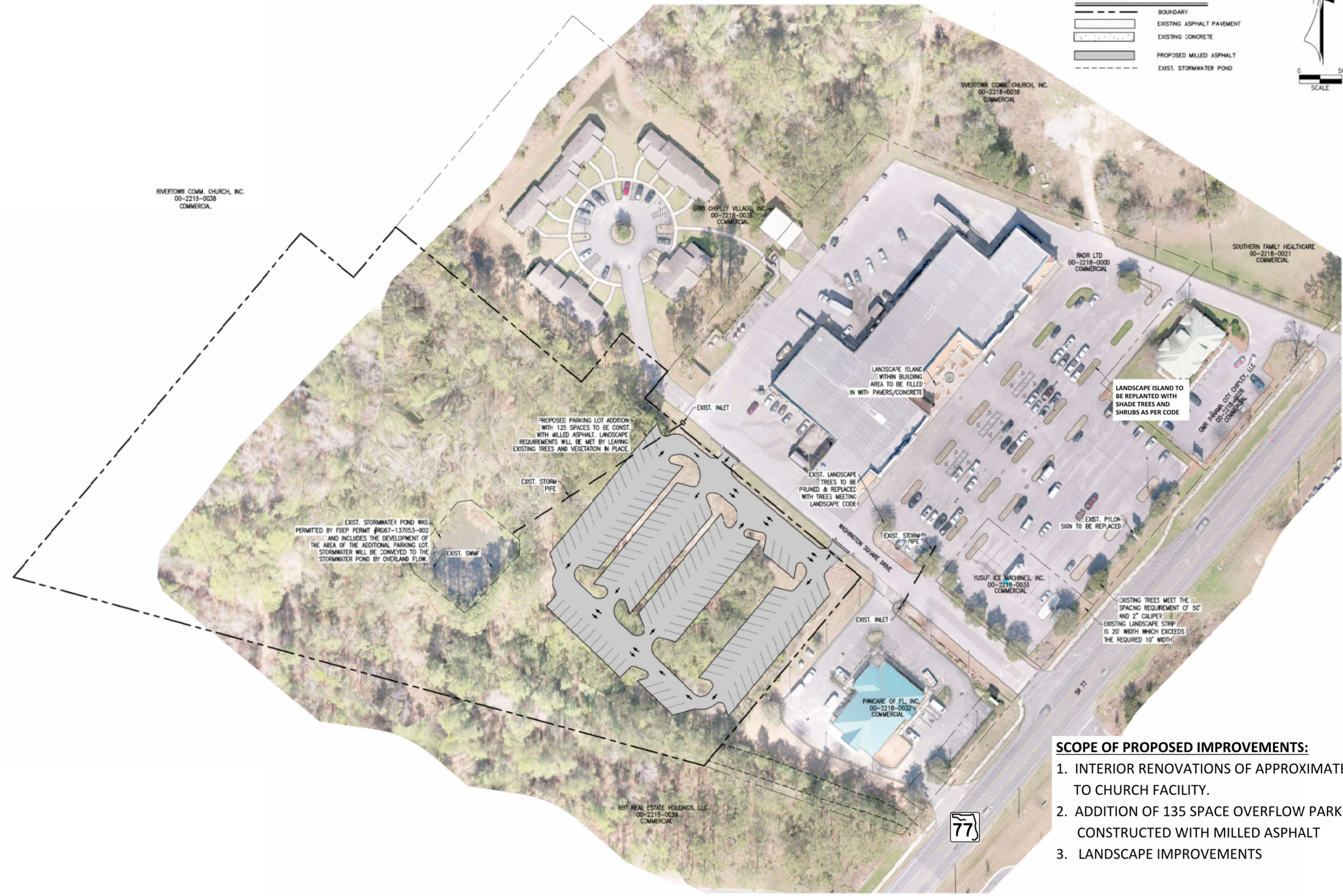
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LOCATION**

PROJ NO. \_\_\_\_\_  
DATE 5.18.2025  
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REVISION \_\_\_\_\_  
REV. DATE \_\_\_\_\_

**C2**

**LEGEND**

- BOUNDARY
- EXISTING ASPHALT PAVEMENT
- EXISTING CONCRETE
- PROPOSED MILLED ASPHALT
- EXIST. STORMWATER POND



**SCOPE OF PROPOSED IMPROVEMENTS:**

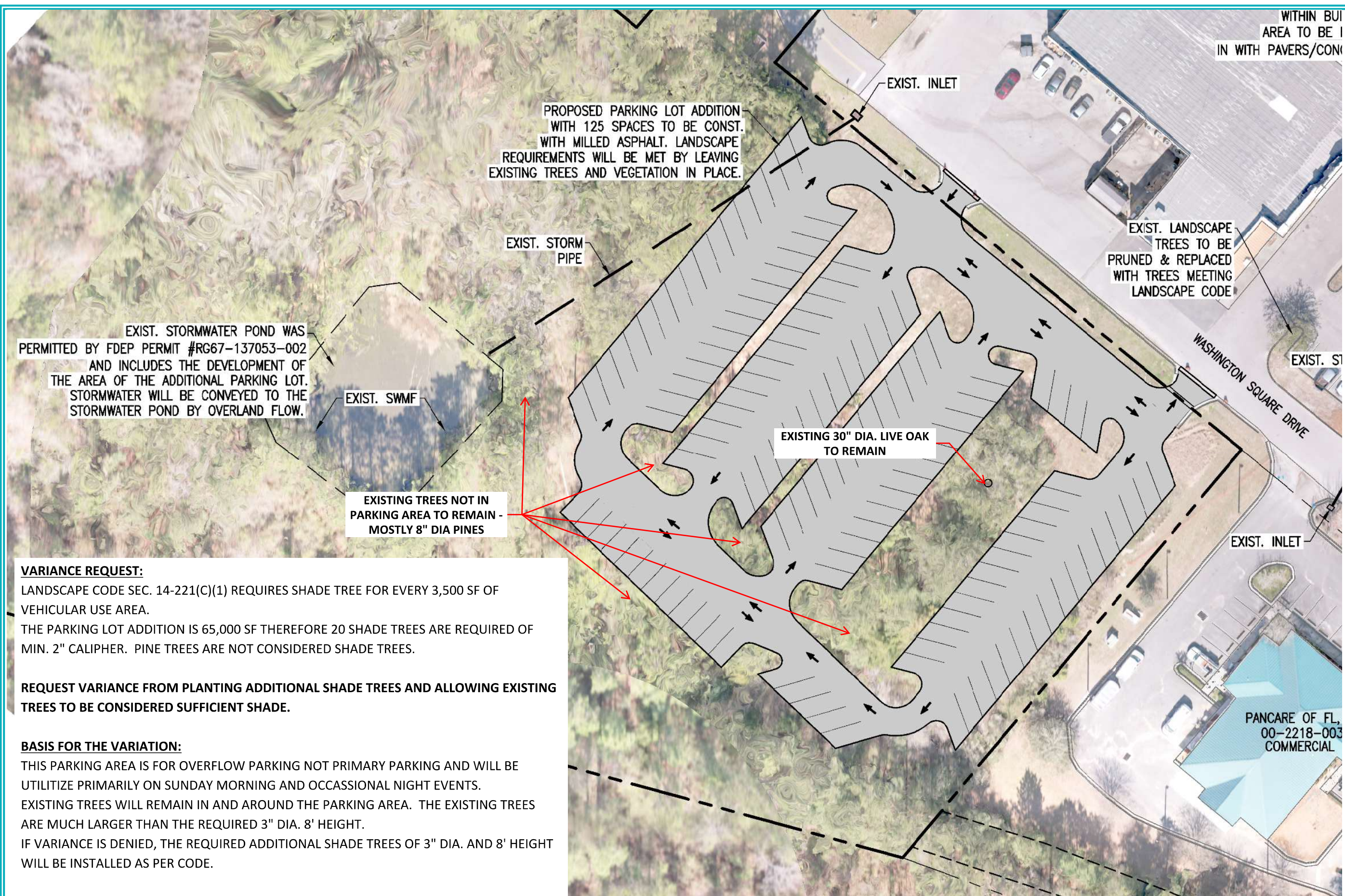
1. INTERIOR RENOVATIONS OF APPROXIMATELY 14,000 SF TO CHURCH FACILITY.
2. ADDITION OF 135 SPACE OVERFLOW PARKING AREA CONSTRUCTED WITH MILLED ASPHALT
3. LANDSCAPE IMPROVEMENTS

**Washington Square**  
**1414 Main Street**  
**Chipley, FL 32428**

**AERIAL LOCATION**  
NTS

Original Size 11x17





**VARIANCE REQUEST:**  
LANDSCAPE CODE SEC. 14-221(C)(1) REQUIRES SHADE TREE FOR EVERY 3,500 SF OF VEHICULAR USE AREA.  
THE PARKING LOT ADDITION IS 65,000 SF THEREFORE 20 SHADE TREES ARE REQUIRED OF MIN. 2" CALIPHER. PINE TREES ARE NOT CONSIDERED SHADE TREES.

**REQUEST VARIANCE FROM PLANTING ADDITIONAL SHADE TREES AND ALLOWING EXISTING TREES TO BE CONSIDERED SUFFICIENT SHADE.**

**BASIS FOR THE VARIATION:**  
THIS PARKING AREA IS FOR OVERFLOW PARKING NOT PRIMARY PARKING AND WILL BE UTILITZIE PRIMARILY ON SUNDAY MORNING AND OCCASSIONAL NIGHT EVENTS.  
EXISTING TREES WILL REMAIN IN AND AROUND THE PARKING AREA. THE EXISTING TREES ARE MUCH LARGER THAN THE REQUIRED 3" DIA. 8' HEIGHT.  
IF VARIANCE IS DENIED, THE REQUIRED ADDITIONAL SHADE TREES OF 3" DIA. AND 8' HEIGHT WILL BE INSTALLED AS PER CODE.

 **AERIAL PROPOSED OVERFLOW PARKING AREA**  
SCALE 1" = 50'

WITHIN BUI  
AREA TO BE I  
IN WITH PAVERS/CONC

EXIST. LANDSCAPE  
TREES TO BE  
PRUNED & REPLACED  
WITH TREES MEETING  
LANDSCAPE CODE

PANCARE OF FL,  
00-2218-003  
COMMERCIAL

Original Size 11x17

Section G, Item 1.

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**RCC CHIPLEY CAMPUS**

**CHIPLEY, FLORIDA**

**AERIAL PROPOSED  
OVERFLOW  
PARKING**

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**C3**

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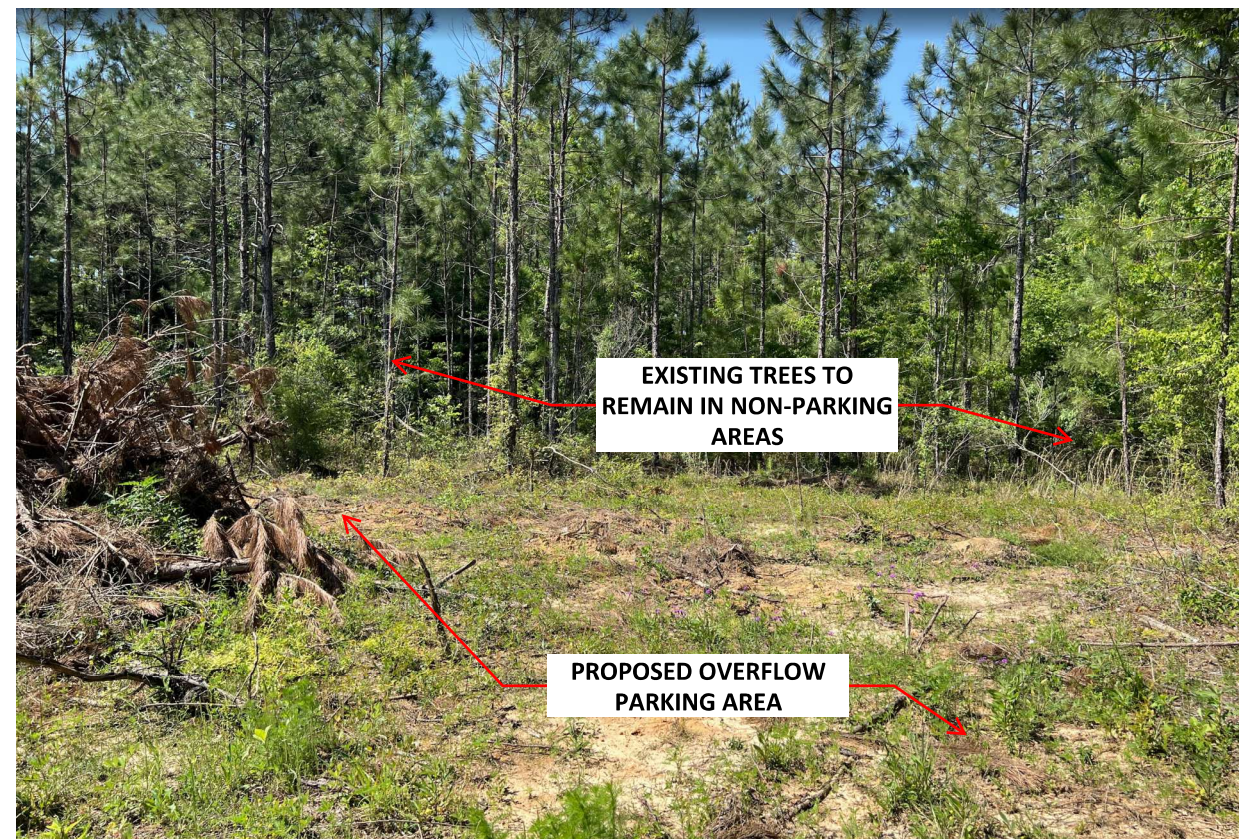
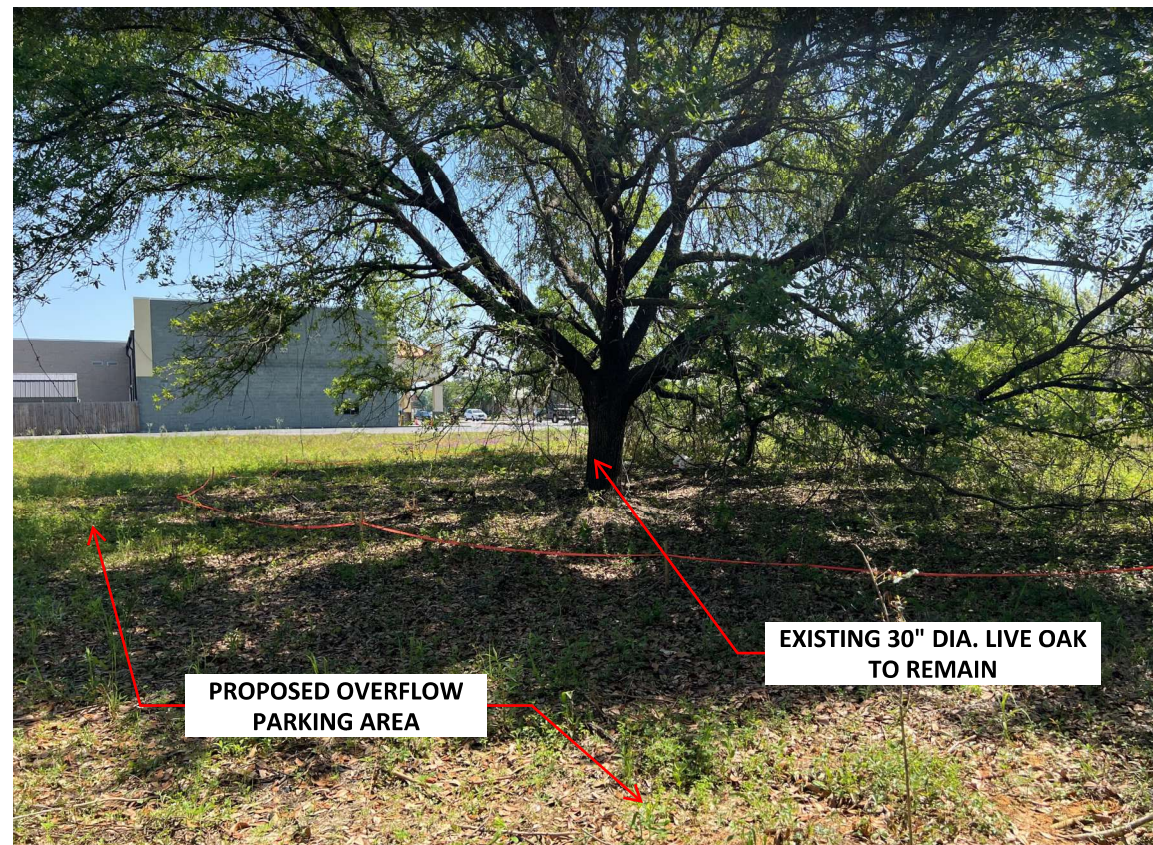
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LC-0000277

**RCC CHIPLEY CAMPUS**  
**CHIPLEY, FLORIDA**

**SITE  
PHOTOS  
OVERFLOW  
PARKING**

PROJ NO. \_\_\_\_\_  
DATE 5.18.2025  
DRAWN \_\_\_\_\_  
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REVISION \_\_\_\_\_  
REV. DATE \_\_\_\_\_

**C4**



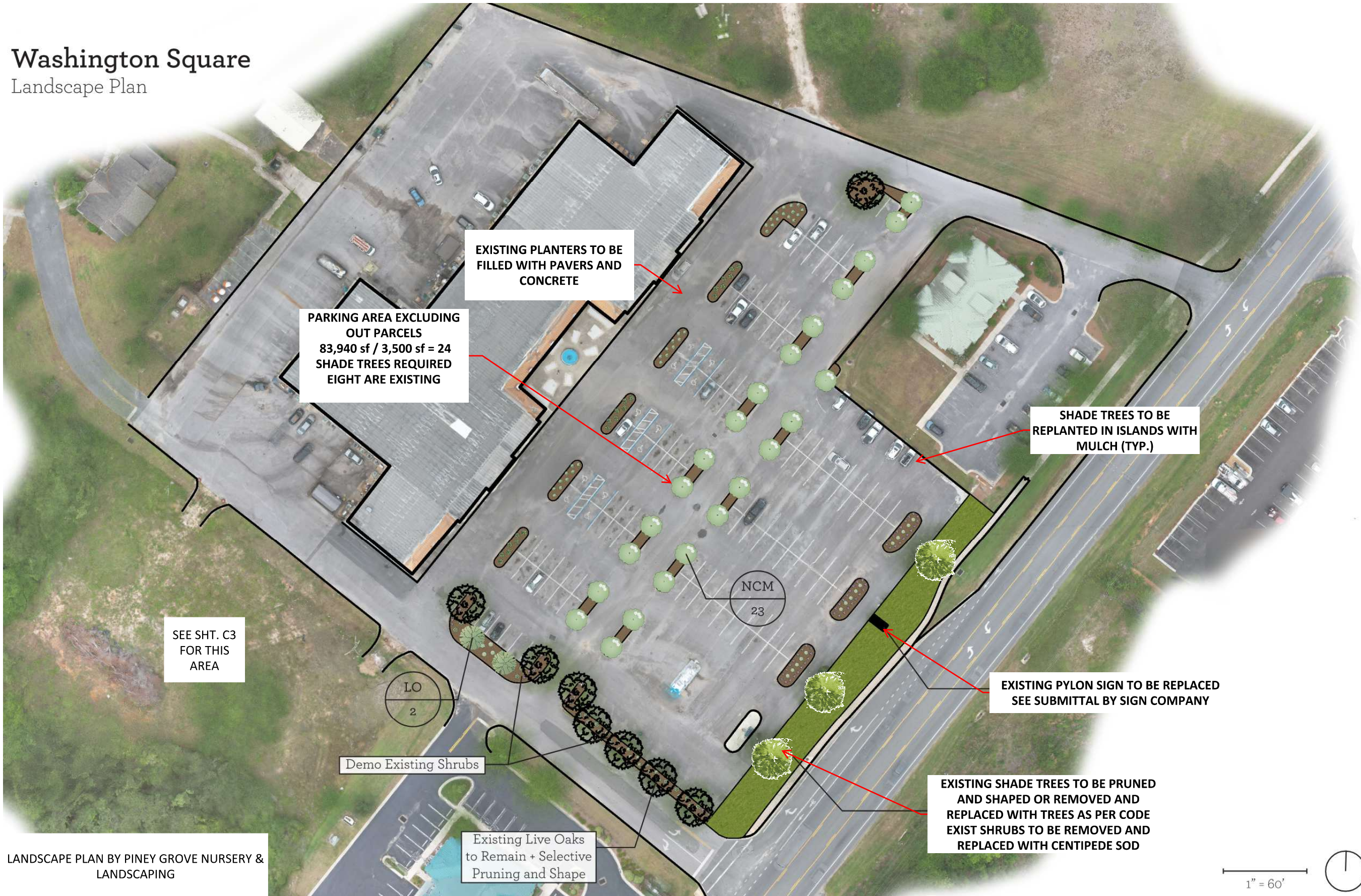
**SITE PHOTOS OVERFLOW PARKING AREA**  
NTS

Original Size 11x17



# Washington Square

## Landscape Plan



LANDSCAPE PLAN BY PINEY GROVE NURSERY & LANDSCAPING

 AERIAL EXISTING PARKING LOT

Original Size 11x17

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**RCC CHIPLEY CAMPUS**  
**CHIPLEY, FLORIDA**

### AERIAL EXISTING PARKING LOT

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DATE 5.18.2025  
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**C5**

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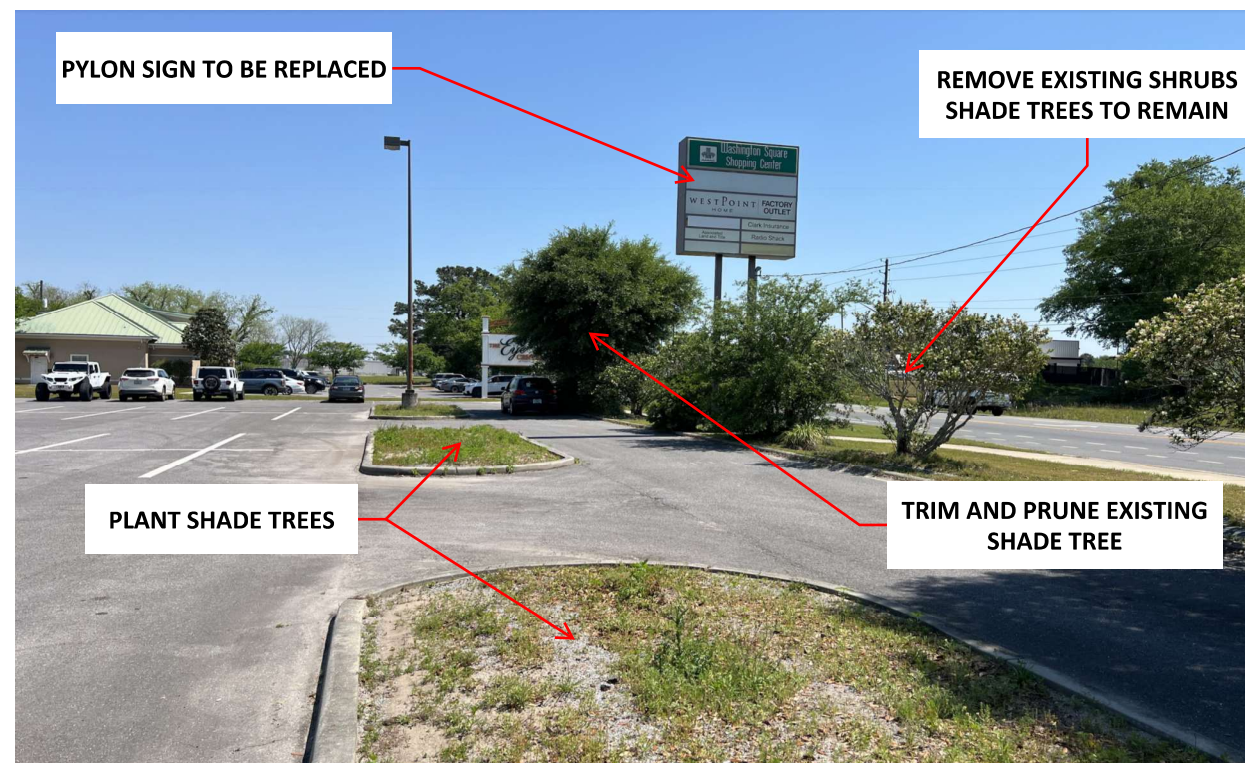
EB-0005637  
LC-0000277

RCC CHIPLEY CAMPUS  
CHIPLEY, FLORIDA

SITE  
PHOTOS

PROJ NO. \_\_\_\_\_  
DATE 5.18.2025  
DRAWN \_\_\_\_\_  
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REVISION \_\_\_\_\_  
REV. DATE \_\_\_\_\_

C6



SITE PHOTOS EXISTING PARKING AREA

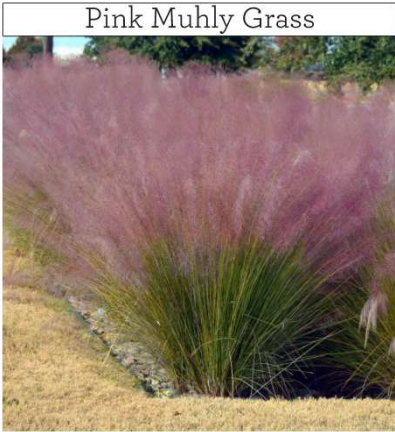
NTS

Original Size 11x17

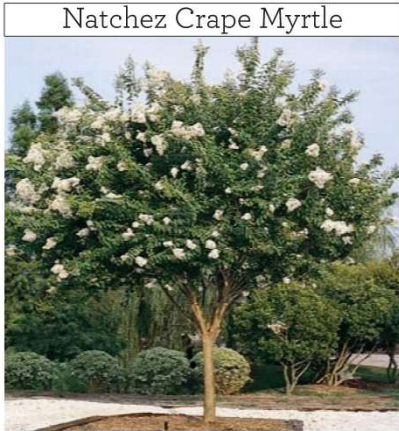


# Washington Square

Plant Palette



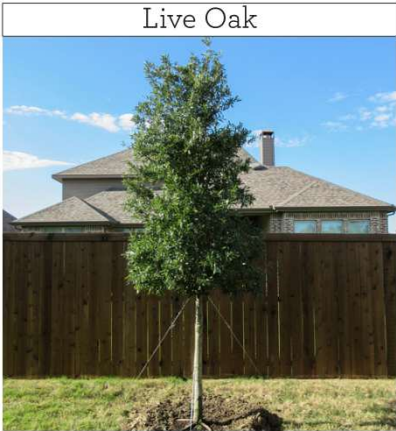
Pink Muhly Grass



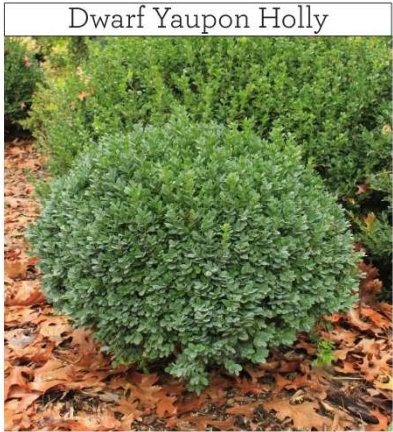
Natchez Crape Myrtle



Sweet Viburnum



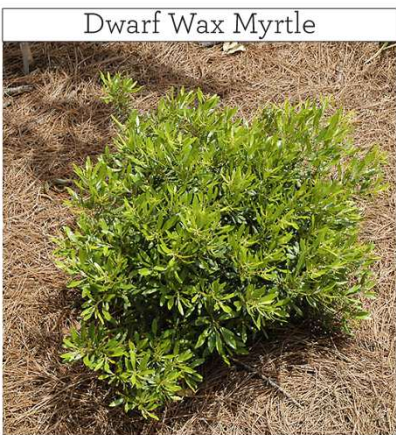
Live Oak



Dwarf Yaupon Holly



Dwarf Walter's Viburnum

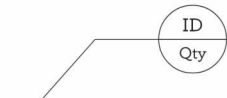


Dwarf Wax Myrtle

## Plant list

ID	Common name	Size	Qty
DYH	Dwarf Yaupon Holly	7g	44
NCM	Natchez Crape Myrtle STD	2" cal.	23
DWM	Dwarf Wax Myrtle	7g	26
PMG	Pink Muhly Grass	3g	89
LO	Live Oak	2" cal.	2
DWV	Dwarf Walter's Viburnum	7g	21
SV	Sweet Viburnum	3g	21
	Centipede Sod	7500 sq/ft	
	Pinestraw Mulch	8000 sq/ft	

## Legend



LANDSCAPE PLAN BY PINEY GROVE NURSERY &  
LANDSCAPING

## PLANT PALETTE

NTS

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CHIPLEY, FLORIDA

## PLANT PALETTE

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C7

60

Original Size 11x17





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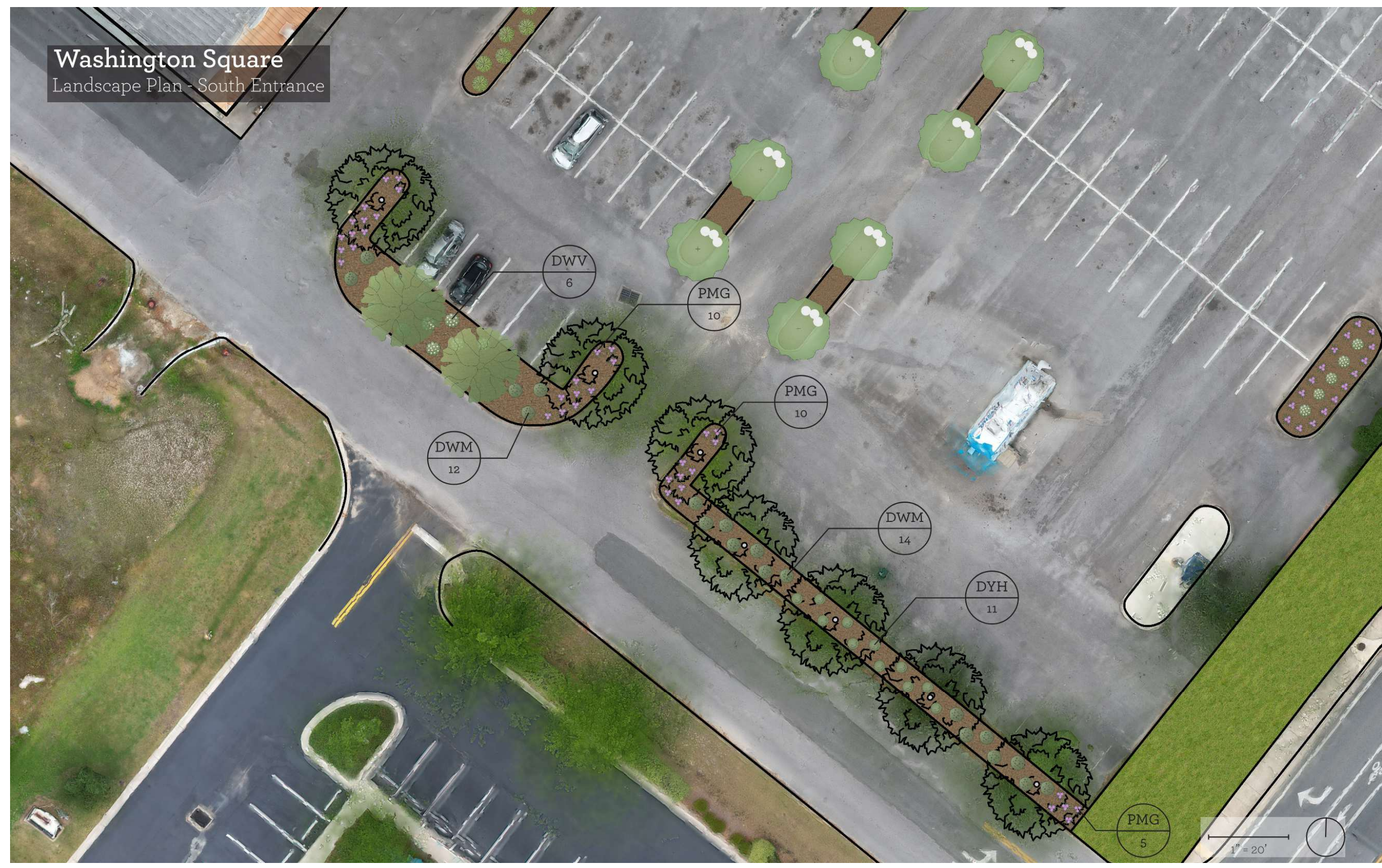
RCC CHIPLEY CAMPUS  
CHIPLEY, FLORIDA

LANDSCAPE  
DETAILS

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DATE 5.18.2025  
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C8

Washington Square  
Landscape Plan - South Entrance

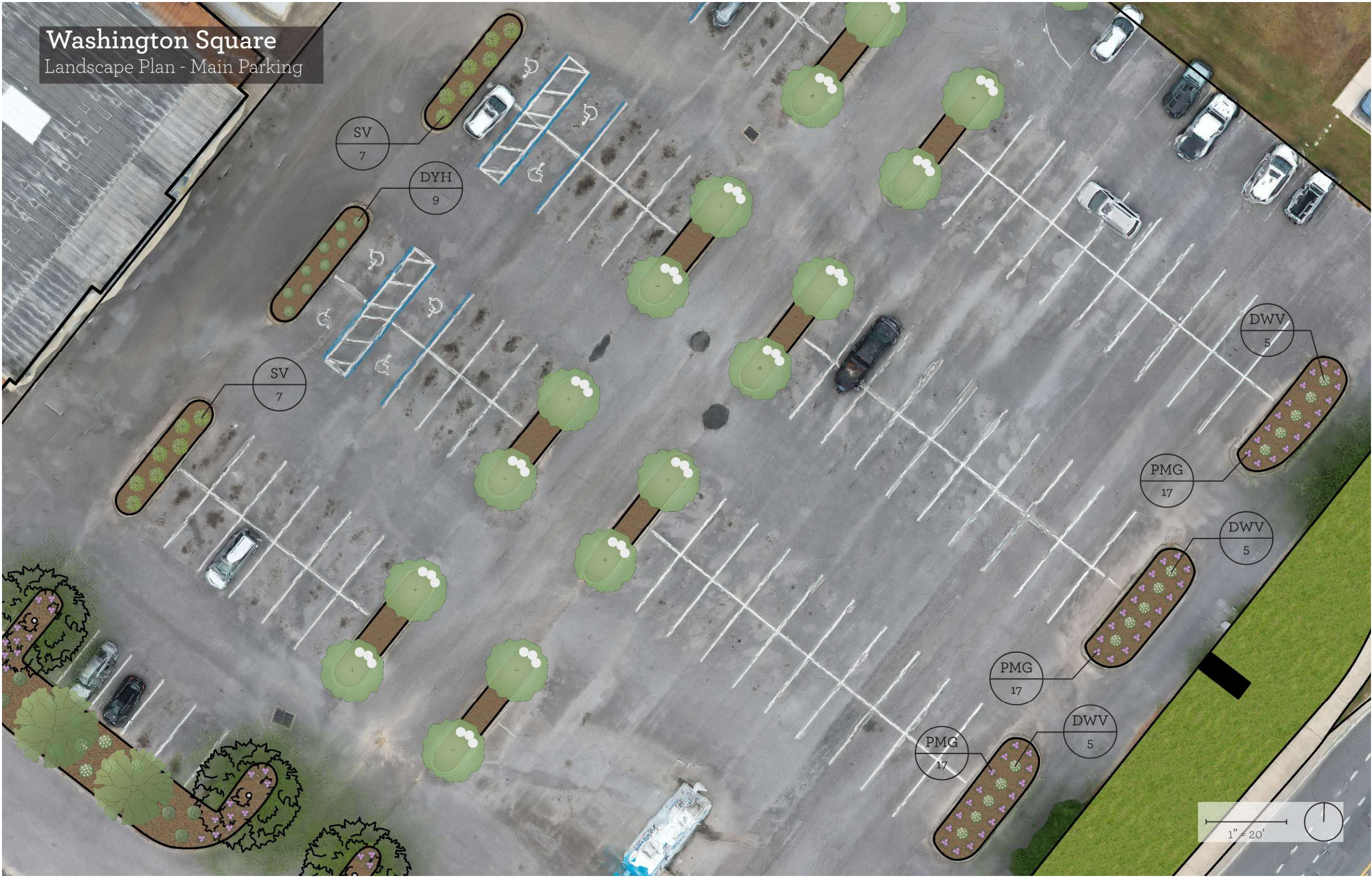


LANDSCAPE PLAN BY PINEY GROVE NURSERY &  
LANDSCAPING

LANDSCAPE DETAILS

Original Size 11x17





LANDSCAPE PLAN BY PINEY GROVE NURSERY &  
LANDSCAPING

**LANDSCAPE DETAILS**

Original Size 11x17

Section G, Item 1.

**DHM**

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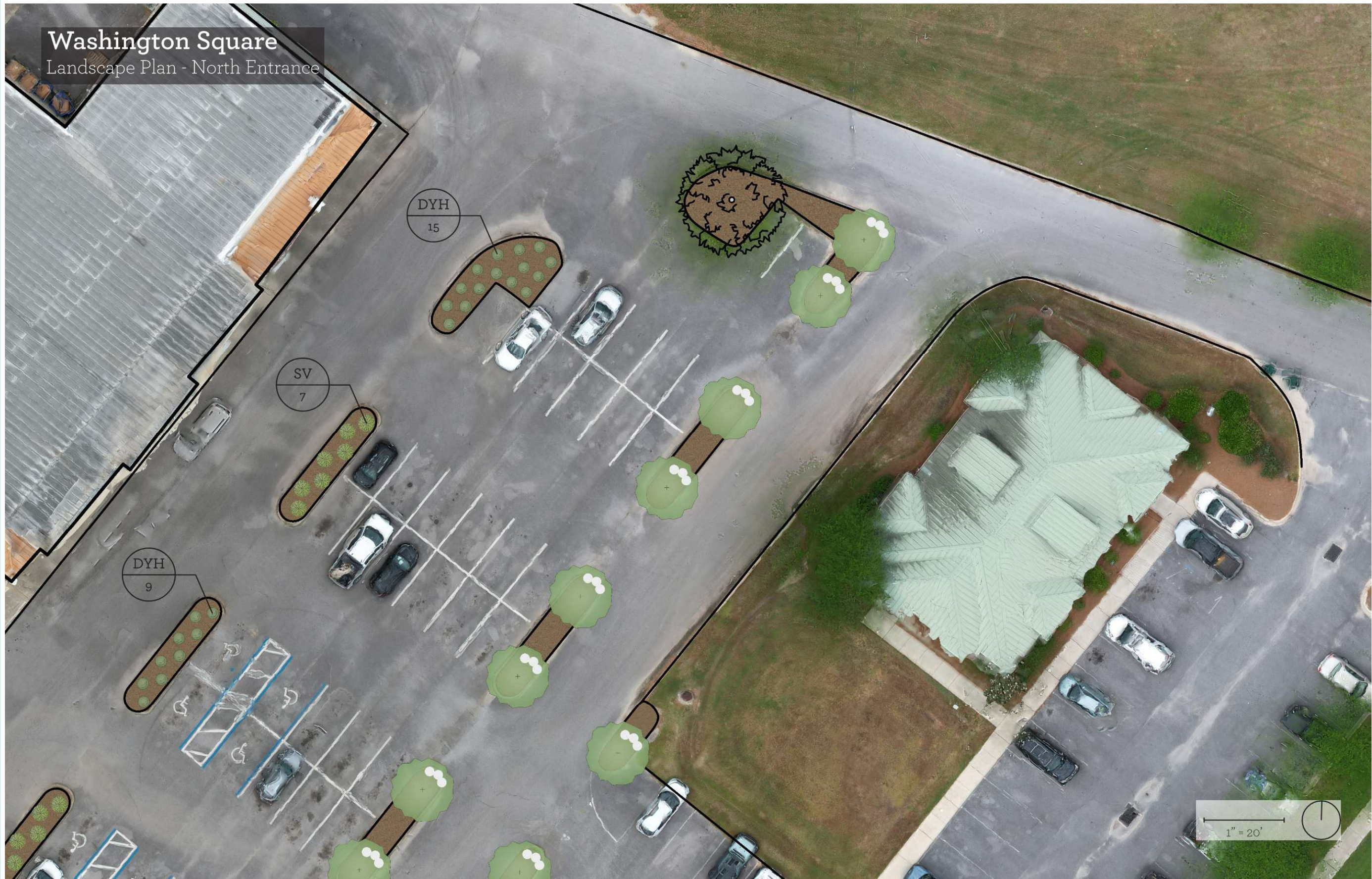
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LC-0000277

**RCC CHIPLEY CAMPUS**

**CHIPLEY, FLORIDA**

LANDSCAPE DETAILS	
PROJ NO.	
DATE	5.18.2025
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REVISION	
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# Washington Square

Landscape Plan - North Entrance

LANDSCAPE PLAN BY PINEY GROVE NURSERY &  
LANDSCAPING

## LANDSCAPE DETAILS

Original Size 11x17

Section G, Item 1.

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**RCC CHIPLEY CAMPUS**  
**CHIPLEY, FLORIDA**

## LANDSCAPE DETAILS

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DATE 5.18.2025  
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REVISION \_\_\_\_\_  
REV. DATE \_\_\_\_\_

**C10**



APPLICATION FOR CERTIFICATE OF APPROPRIATENESS

Name: Rivertown Community Church, Inc.

Address: 4534 Lafayette St., Marianna, FL 32446

Phone #: David Melvin: 850-718-4201

Address of property to be improved: 1414 Main St., Chipley, FL 32428 / Main St 2 parcels

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

The existing Washington Square Shopping Center will have approximately 14,000 sf of interior space renovated for use as a church facility. Existing trees will be pruned or replaced with trees meeting landscaping code. Existing landscape island grass/dirt will be replace with permeable artificial turf. A parking lot with 135 additional spaces will be added.

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

I (name of applicant) Rivertown Community Church, Inc. 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: \_\_\_\_\_

\*\*\*\*\*

Action:      Approved \_\_\_\_\_      Not Approved \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Digitally signed by  
David H Melvin  
Date: 2025.03.31  
11:17:34-05'00'  
\_\_\_\_\_  
Signature/Title/Authority  
David H. Melvin, RCC Board Member Assigned to Project

## CITY OF CHIPLEY APPLICATION FOR CONCURRENCY REVIEW

Applicant: Rivertown Community Church, Inc. Date: \_\_\_\_\_

Address: 4534 Lafayette St., Marianna, FL 32446 Phone: 850-718-4201

Project Name: RCC Chipley Campus Address: 1414 Main St. , Chipley, FL 32428

Contact Person: David Melvin Phone: 850-718-4201

(Use additional sheets if necessary)

1. Provide estimated water usage in gallons per person per day plus total usage per day, month, and annually. *Sunday use: 700 people x 5 gpd = 3,500 gpd      Monthly use: 24,000 gpd*  
*Week use: 5 people x 10 gpd = 500 gpd      Annual use: 288,000 gpd*
2. Provide estimated sanitary sewer usage in gallons per person per day plus total usage per day, month, and year. *Same as water use.*
3. Provide estimated solid waste generation in pounds. Provide list of types of waste generated by establishment. *General office waste and occasional food waste.*  
*Estimate 1,000 pounds per month*
4. Provide storm water management plan.
  - a. Include all permits from applicable state and federal agencies.  
*Existing FDEP Stormwater Permit #RG67-137053-002 covers the existing shopping center and proposed parking area.*
5. Provide estimated traffic volume at peak hours.
  - a. Include a written statement indicating the nature and extent of proposed development.  
*Estimated traffic volume is 500 trips on Sunday morning which is a non-peak time for SR 77.*

**\*\*\*NOTE:** Certain types of development are exempt from some portions of the concurrency review; however, some may have greater requirements than those requested above. Call the planning department at city hall if you have any questions concerning your requirements.

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_  
 (City Official)

**Certificate of Concurrency” valid for only one year following submission of information.**



Legend

-  Parcels
-  Roads

Parcel Number	00000000-00-2218-0037	Building Value	\$0	Just Value	\$166,428	Last 2 Sales		
Mailing Address	RADR LTD	Extra Features Value	\$0	Assessed Value	\$166,428	Date	Price	Vacant
	524 HWY 90	Land Value	\$166,428	Exempt Value	\$0	n/a	0	n/a
	CHIPLEY, FL 32428	Ag Land Value	\$0	Taxable Value	\$166,428	n/a	0	n/a
Property Usage	NON AG ACREAGE	Ag Market Value	\$0					

THIS MAP IS NOT A SURVEY

Date created: 3/31/2025  
Last Data Uploaded: 3/31/2025 10:17:22 AM

Developed by  SCHNEIDER  
GEOSPATIAL





# City of Chipley

## Land Use Compliance Certificate



Fee Amount \$ \_\_\_\_\_

Verification provided for (Owner's Name): Rivertown Community Church, Inc.

Project Site Address: Washington Square Blvd. / 1414 main ST / main ST

Phone Number: 850-718-4201

Contractor Name/Address \_\_\_\_\_ 2 parcels

Contractor Phone #. \_\_\_\_\_ Parcel I.D. Number: 00-2218-0037/0000

### City of Chipley Future Land Use Designation

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

Flood Zone: ☐ Yes ☒ No Zone Type \_\_\_\_\_

### Scope of work (Please provide details of all work):

The existing Washington Square Shopping Center has been obtained by Rivertown Community Church (RCC) under a management and option to purchase agreements.

RCC intends to remodel approximately 14,000 sf of the existing shopping center for a church facility. The remainder of the shopping center building will remain in its current use.

A parking lot addition with approximately 135 spaces will be add using milled asphalt. This area has been previously permitted by FDEP for stormwater treatment, no additional permit required.

Existing landscape islands will under go maintenance improvements including pruning of existing trees. Existing trees will remain or be replaced in accordance with City landscaping code.

Permeable artificial grass will installed in the existing landscape island. The parking lot addition will meet the landscape code by preserving existing trees and vegetation.

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.

Rivertown Community Church, Inc.

Applicant

David H Melvin

Digitally signed by  
David H Melvin  
Date: 2025.03.31  
11:16:48-05'00'

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.

**SITE PLAN REVIEW REQUIREMENT CHECKLIST**

Petition Number: \_\_\_\_\_

Fee Paid: \_\_\_\_\_

Date Received: \_\_\_\_\_

Receipt #: \_\_\_\_\_

Submit eight (8) copies of each of the following items to the City Clerk's Office.

Site plans submitted for Preliminary approval must have the following information:

- |                                      |                                     |     |   |
|--------------------------------------|-------------------------------------|-----|---|
| <input checked="" type="radio"/> Yes | No                                  | 1.  | Legal description of subject parcel. <i>See Original Deed / Prop App Sht.</i>   |
| <input checked="" type="radio"/> Yes | No                                  | 2.  | Site location map.  |
| <input checked="" type="radio"/> Yes | <input checked="" type="radio"/> No | 3.  | Topography map. <i>N/A</i>  |
| <input checked="" type="radio"/> Yes | No                                  | 4.  | Generalized soil types and map, if available. <i>N/A</i>  |
| <input checked="" type="radio"/> Yes | No                                  | 5.  | Type & location of existing vegetation & tree grouping. <i>N/A</i>  |
| <input checked="" type="radio"/> Yes | No                                  | 6.  | Location, names, widths of existing & proposed streets, driveways and dumpsters.  |
| <input checked="" type="radio"/> Yes | No                                  | 7.  | Dimensions/location of all buildings/structures.  |
| <input checked="" type="radio"/> Yes | No                                  | 8.  | Gross floor area of all buildings.  |
| <input checked="" type="radio"/> Yes | No                                  | 9.  | Exact number of dwelling units by number of bedrooms. <i>N/A</i>  |
| <input checked="" type="radio"/> Yes | No                                  | 10. | Total number of residential units by acre. <i>N/A</i>   |
| <input checked="" type="radio"/> Yes | No                                  | 11. | Dimensions of all yard setbacks and open spaces. <i>N/A</i>   |
| <input checked="" type="radio"/> Yes | No                                  | 12. | Location of recreation areas, if any. <i>N/A</i>  |
| <input checked="" type="radio"/> Yes | No                                  | 13. | Drainage concept.   |
| <input checked="" type="radio"/> Yes | No                                  | 14. | Site percentage & square footage covered by building structures.  |
| <input checked="" type="radio"/> Yes | No                                  | 15. | Site percentage & square footage covered by paving.   |
| <input checked="" type="radio"/> Yes | No                                  | 16. | Site percentage & square footage covered by open space.   |
| <input checked="" type="radio"/> Yes | No                                  | 17. | Sediment control measures.  |
| <input checked="" type="radio"/> Yes | No                                  | 18. | Fire flow calculations. <i>N/A</i>  |
| <input checked="" type="radio"/> Yes | No                                  | 19. | Preliminary site plan submittals must contain the following stormwater management information:  |
| <input checked="" type="radio"/> Yes | No                                  | A.  | Graphic definition of the drainage areas with each area's: <ol style="list-style-type: none"> <li>1. approximate surface area indicated</li> <li>2. approximate coefficient of imperviousness</li> <li>3. approximate points of water collection</li> </ol> |
| <input checked="" type="radio"/> Yes | No                                  | B.  | Definition of the type of stormwater management system proposed, along with the location and approximate dimensions and/or size of the facilities.  |
| Yes                                  | No                                  | C.  | Approximate stormwater management design calculations. <i>See Permit</i>  |

Site plans submitted for Final approval must have the following information:

- |                                  |    |     |   |
|----------------------------------|----|-----|---|
| Yes                              | No | 20. | A grading & drainage plan; stormwater management analysis/design. <i>See Permit</i><br>Calculations must be signed & sealed by a registered Florida engineer. |
| <input checked="" type="radio"/> | No | 21. | A landscape plan.   |
| <input checked="" type="radio"/> | No | 22. | Exact location of all public easements.   |
| Yes                              | No | 23. | Utility services & connection points; fire hydrant locations. <i>N/A</i>  |
| Yes                              | No | 24. | Architectural elevations of all buildings and structures. <i>N/A</i>  |
| Yes                              | No | 25. | Size, type and location of street graphics. <i>N/A</i>  |
| Yes                              | No | 26. | Size, location and intensity of exterior lighting devices and a statement <i>N/A</i><br>that lighting will meet City of Chipley codes.                        |
| Yes                              | No | 27. | If phasing is planned, a development timetable is required. <i>N/A</i>  |
| <input checked="" type="radio"/> | No | 28. | A sedimentation plan.   |

**NOTE:** THE CITY COUNCIL WILL NOT REVIEW A SITE PLAN THAT IS DEFICIENT IN ANY OF THE INFORMATION LISTED ABOVE.

In submitting this petition, I/We understand that all required information as listed above including eight (8) copies of each of the 28 required items must be submitted to the City Clerk’s Office before review by the Chipley City Council. **(11x17” ONLY!)**

Digitally signed by  
David H Melvin  
Date: 2025.03.31  
11:16:19-05'00'

Owner/Agent/Petitioner’s Signature  
David H. Melvin, RCC Board Member Assigned to Project

\_\_\_\_\_  
Date

**FOR OFFICE USE ONLY**

Petition Number \_\_\_\_\_ Fee Paid \_\_\_\_\_

Section, Township, Range \_\_\_\_\_

Receipt Number \_\_\_\_\_ Tax Parcel Number \_\_\_\_\_

City Council Review Date \_\_\_\_\_

Approved by City Council \_\_\_\_\_ Denied by City Council \_\_\_\_\_

# City of Chipley

## Sign Application & Permit

Date: \_\_\_\_\_ Permit #: \_\_\_\_\_

Applicant's Name: Rivertown Community Church, Inc.

Business Name: Rivertown Community Church, Inc. Phone #: \_\_\_\_\_

Address of Sign: 1414 Main Street

Name & Address of Sign Contractor: To Be Determined

Permit Fee: \_\_\_\_\_

.....  
Please provide the following information:

1. Type of Sign(s): X Ground Sign \_\_\_\_\_ Building Sign \_\_\_\_\_ Outdoor Advertising (Billboard)
2. Scale drawing and dimensions of sign.
  - a. Ground Signs & Outdoor Advertising Signs: provide site plan showing location of sign, distances from existing buildings, intersections, driveway connections and property lines. (Outdoor advertising signs require D.O.T. permit application).
  - b. Building Signs: provide drawing of building showing elevation and location of sign.
3. Type of Illumination: Electronic Sign (see attached)
4. Land Use Designation: Commercial
5. Number of Existing Signs on Property: 1

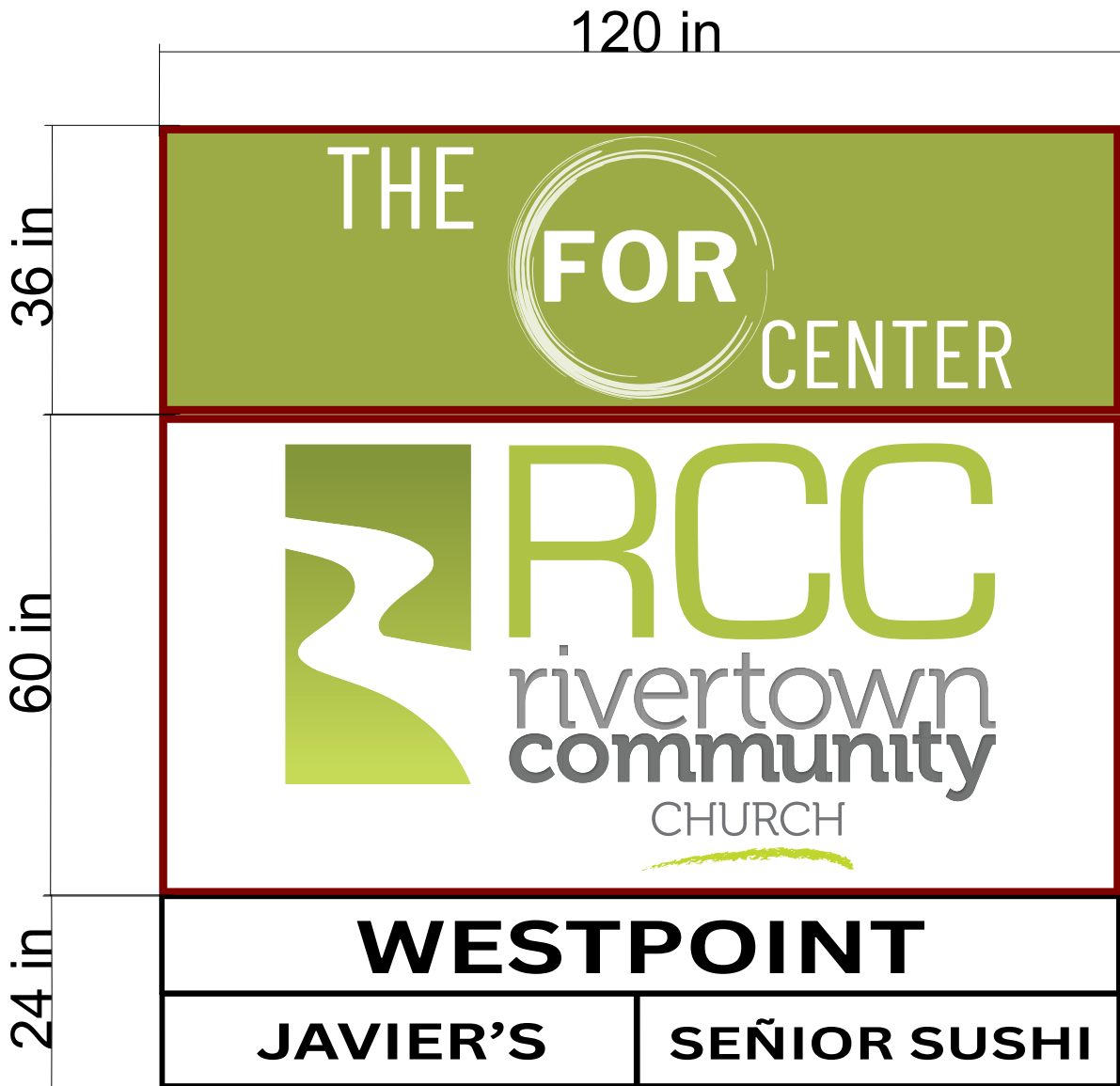
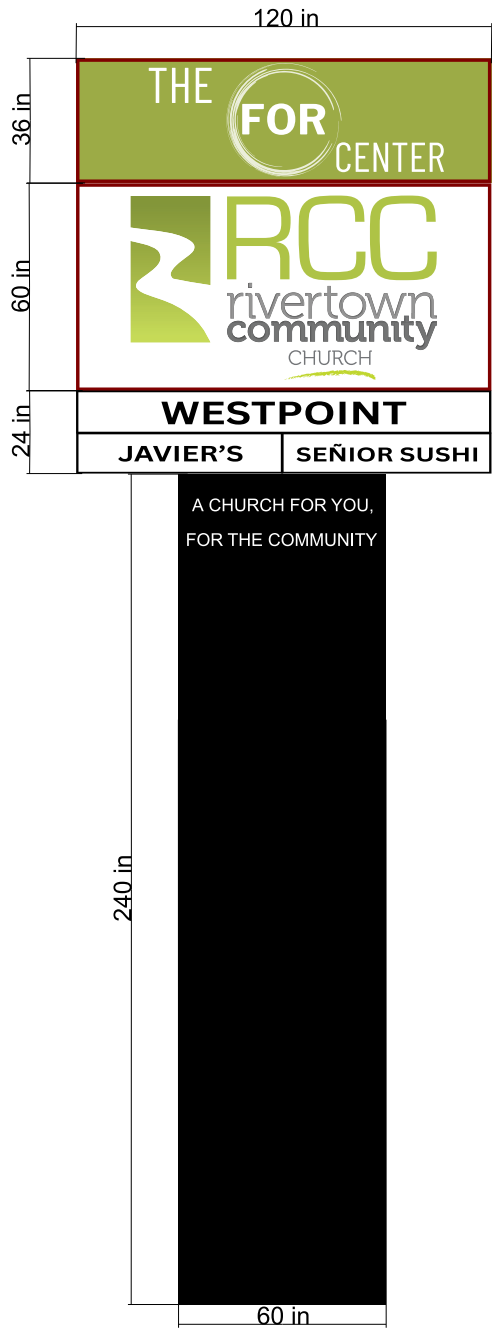
The City of Chipley hereby authorizes placement of the above referenced signage. Any deviation to construction or location which are not reflected in this document will result in revocation of permit.

Signature: City Administrator or Code Enforcement Officer \_\_\_\_\_ Date \_\_\_\_\_

Digitally signed by David H Melvin  
Date: 2025.03.31 11:17:10 -05'00'

Signature: Owner/Contractor \_\_\_\_\_ Date \_\_\_\_\_

David H. Melvin, RCC Board Member Assigned to Project




ZONING CHANGE OR VARIANCE REQUEST

FEE: \_\_\_\_\_

Any applicant requesting a particular service specified herein shall make formal application to the City and shall pay the appropriate fee. No portion of the appropriate fee shall be refunded whether the request is withdrawn by the applicant or denied or granted by the City of Chipley.

Date 05-21-2025                      Applicant's Name Rivertown Community Church, Inc.

Phone 850-718-4201                      Address 4534 Lafayette Street Marianna, FL 32446

 Digitally signed by David H. Melvin  
Date: 2025.05.21 14:25:12-05'00'

Signature of Applicant                      David H. Melvin, RCC Board Member Assigned to Project                      Date

\*\*\*\*\*

ADDRESS OR DESCRIPTION OF PROPERTY TO BE CONSIDERED: 1414 Main Street  
Chipley, Florida 32428

TYPE OF REQUEST: Zoning Change ☒                      Variance ☐

REASON FOR REQUEST: The owner would like to request the use of the existing trees to satisfy shade requirements for the overflow parking area. The overflow parking area is for overflow parking not primary parking and will be utilized primarily on Sunday morning and occassional night events. The existing trees are much larger than the required 3" dia. 8' height.

SUPPORTING DOCUMENT(S): See Sheet C3

\*\*\*\*\*

ZONING BOARD USE ONLY

DECISION OF ZONING BOARD: \_\_\_\_\_

\_\_\_\_\_

Signature of Board Chairman                      Date

PERSON TO BE NOTIFIED OF BOARD DECISION: \_\_\_\_\_

Address: \_\_\_\_\_ Phone # \_\_\_\_\_



# City of Chipley

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



Section G, Item1.

## NOTICE OF PUBLIC HEARING

May 28, 2025

Dear Citizen:

The City of Chipley Planning & Zoning Commission will conduct a public hearing on June 19, 2025, at 3:00 pm, City Hall Council Chambers, located at 1442 Jackson Ave., Chipley, FL 32428. The purpose of this hearing is to review and consider the following request:

Request for Development Order and Certificate of Appropriateness - Rivertown Community Church Inc. is requesting a development order and certificate of appropriateness for redevelopment and a variance to use the existing landscaping in a new parking lot located on Main Street, Parcel ID:00000000-00-2218-0037, 7.08 acres and 1414 Main Street, Parcel ID:00000000-00-2218-0000, 4 acres.

### 1. Chapter 44 – Zoning, ARTICLE VI – District Regulations

#### Section 44-163- Corridor Development District

##### (3) *Development Standards.*

##### c. *Design Standards.*

4. *Landscaping and screening.* Landscaping shall be provided pursuant to the landscape provisions of this Code. All service areas (e.g., trash dumpsters, loading docks, compactors) shall be screened from the street and adjacent building by landscaping or fencing (chain link fences are prohibited for this purpose) or a combination thereof. Screening shall be a minimum of six feet in height.

### 2. Chapter 14 – ARTICLE IX. – LANDSCAPING

#### Sec. 14-221. - Landscaping of vehicular use areas.

##### (c) *Interior planting areas.*

b. Trees shall be required at the minimum rate of one shade tree for every 3,500 square feet of total vehicular use area. All vehicular use areas located within the same block which serve one or more businesses or uses of land or share unified ingress and egress shall be considered as a single vehicular use area for the purpose of computing the required rate of trees, notwithstanding ownership. Required trees shall be selected from the designated shade trees on the protected tree list or the tree replant list and shall be at least eight feet in height and three inches in diameter at breast height.

If you have any questions or need additional information regarding this letter, please contact me prior to the public hearing at (850) 638-6350.

Sincerely,

Tamara Donjuan  
Planning and Zoning Officer

CITY OF CHIPLEY, LIFT STATION AKA  
PO BOX 1007  
CHIPLEY, FL 32428

DIST SCHOOL BD OF WASH CO  
(MIDDLE SCHOOL AREA)  
652 3RD ST  
CHIPLEY, FL 32428

GIBB CHIPLEY VILLAGE INC  
300 MABRY ST  
TALLAHASSEE, FL 32304

JONES LISA R, DEVITA THELMA R  
805 5TH ST  
CHIPLEY, FL 32428

PANCARE OF FLORIDA INC  
403 E 11TH ST  
PANAMA CITY, FL 32401

RADR LTD  
524 HWY 90  
CHIPLEY, FL 32428

RGT REAL ESTATE HOLDINGS LLC  
116 MC DAVIS BLVD  
STE 216  
SANTA ROSA BEACH, FL 32459

RICHARDSON LISA, DEVITA THELMA  
4013 VALENCIA CT  
PANAMA CITY, FL 32405

RIVERTOWN COMM CHURCH INC  
4534 LAFAYETTE ST  
MARIANNA, FL 32446

YUSUF ICE MACHINES INC  
PO BOX 337  
COLUMBIA, AL 36319

LIST of mailing for variance  
300 Feet from main st., 00-2218-0037.



**Add/Change/Void Cash Receipt CD1274990**Print  
ReceiptVoid  
ReceiptClose  
Receipt

UBS

STS

FMS

**Money Received**

+ Add Money To Receipt

	Amount	Type	Payment Info
-	100.00	CK	45334

**Distributions**

+ Add Distribution

	Type	Amount	Apply To	Description	For	Discount Pen Forgive
-	FMSD	100.00	DIST CD: 2550	RIVER COMMUNITY CHURCH		0.00

**Operator Code:** JANET**Receipt Code:** CD1274990**Receipt Date:** 04/02/25☐ **Voided****Distributions:** 100.00**Money:** 100.00**Change Due:** 0.00 **From:** DAVID H. MELVIN, INC.**Email Address:****Destination Phone:**

**Add/Change/Void Cash Receipt CD1275965**

Print Receipt	Void Receipt	Close Receipt	UBS	STS	FMS
---------------	--------------	---------------	-----	-----	-----

**Money Received****+ Add Money To Receipt**

	Amount	Type	Payment Info
	150.00	CK	45513

**Distributions****+ Add Distribution**

	Type	Amount	Apply To	Description	For	Discount Pen Forgive
	FMSD	150.00	DIST CD: 2550	PLANNING & ZONING FEES		0.00

**Operator Code:** BETTY**Receipt Code:** CD1275965**Receipt Date:** 05/22/25☐ **Voided****Distributions:** 150.00**Money:** 150.00**Change Due:** 0.00 **From:** MELVIN, DAVID INC(RCC)**Email Address:****Destination Phone:**

## Washington County, FL

## IMPORTANT NOTICE

The Property Appraiser makes every effort to produce the most accurate information possible. No warranties, expressed or implied are provided for the data herein, its use or interpretation. The assessment information is from the last certified tax roll. All other data is subject to change. This website is **NOT TO BE USED AS AN OFFICIAL RECORD OR FOR FINANCING PURPOSES, INSURANCE PURPOSES, PROPERTY OWNERSHIP (Deeds are the official record of title), ELIGIBILITY FOR ANY PROGRAM, AND/OR ADDRESS VERIFICATION.** If you need address verification, please contact the E-911 Addressing Coordinator at (850) 638-6325.

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

### Parcel Summary

Parcel ID 00000000-00-2218-0000  
 Location 1414 MAIN ST  
 Address CHIPLEY 32428  
 Brief Tax Description 9 4 13 4.0 PARCEL #4 AS DESC IN SURVEY, ORB 318 P 133-140 LESS ORB 397 P 264, LESS ORB 670 P 129, ESMT ORB 766 P 371, ESMT ORB 766 P 374, LESS ORB 758 P 572, LESS ORB 761 P 507, LESS ORB 898 P 526, 10' UTILITY ESMT IN ORB 898 P 531, LESS ORB 950 P 507, AND ESMT & MAINTENANCE AGREEMENT IN ORB 950 P 510.  
 (Note: Not to be used on legal documents.)  
 Property Use Code COMMUNITY SHOPPING (1600)  
 Sec/Twp/Rng 9-4-13  
 Tax District Chipley (2)  
 Millage Rate 20.4678  
 Acreage 4  
 Homestead N

[View Map](#)

\*The Property Use code is a Department of Revenue code. For zoning information please contact the Planning and Zoning department at 850-415-5093.

### Owner Information

Primary Owner  
**RADR LTD**  
 524 HWY 90  
 CHIPLEY, FL 32428

### Valuation

	2024 Final Values
Building Value	\$982,290
Extra Features Value	\$217,729
Land Value	\$104,000
Land Agricultural Value	\$0
Agricultural (Market) Value	\$0
Just (Market) Value	\$1,304,019
Assessed Value	\$1,304,019
Exempt Value	\$0
Taxable Value	\$1,304,019
Save Our Homes or AGL Amount	\$0

"Just (Market) Value" description - This is the value established by the Property Appraiser for ad valorem purposes. This value does not represent anticipated selling price.

## Land Information

Land Use	Number of Units	Unit Type	Frontage	Depth
009900 - AC NON-AG	4	AC	0	0

## Building Information

Type	COM SHP CN	Heat	FORCED AIR DUCTED
Total Area	40,962	Air Conditioning	CENTRAL
Heated Area	35,786	Bathrooms	0
Exterior Walls	CONC BLK; C BLK STUC	Bedrooms	0
Roof Cover	BUILT-UP; ENAMEL MTL	Stories	
Interior Walls	DRYWALL	Actual Year Built	1999
Frame Type	MASONRY		
Floor Cover	CORK/VTILE; CARPET		

## Extra Features

Code	Description	Length x Width	Units
1851	ASPHALT PAVING COMM	302 x 132 x	39,864
1851	ASPHALT PAVING COMM	135 x 40 x	5,400
1851	ASPHALT PAVING COMM	89 x 87 x	7,743
1851	ASPHALT PAVING COMM	193 x 60 x	11,580
1851	ASPHALT PAVING COMM	170 x 160 x	27,200
1851	ASPHALT PAVING COMM	540 x 23 x	12,420
1851	ASPHALT PAVING COMM	20 x 5 x	100
1857	CONCRETE PAVING COM	30 x 30 x	900
1808	PORTABLE BUILDINGS	16 x 10 x	160
1851	ASPHALT PAVING COMM	427 x 131 x	55,937
1808	PORTABLE BUILDINGS	20 x 10 x	200
1818	6' PRIVACY FENCE	x x	60

## Sales

Multi Parcel	Sale Date	Sale Price	Instrument	Book/Page	Vacant/Improved	Grantor	Grantee
N	7/1/1998	\$45,000	WD	<a href="#">0318/0139</a>	Improved	CLARK TO RADR LTD	
N	7/1/1998	\$148,000	WD	<a href="#">0318/0137</a>	Improved	HARRELL ETAL TO RADR LTD	
N	7/1/1998	\$320,000	WD	<a href="#">0318/0133</a>	Improved	LANEY ETAL TO RADR LTD	
N	7/1/1998	\$100	QC	<a href="#">0318/0135</a>	Improved	HARRELL ETAL TO RADR LTD	

## Tax Collector Site

[Click here to view the Tax Collector website.](#)

## Generate Owner List by Radius

Distance:

100

Feet

Use Address From:

☒ Owner ☐ Property

Select export file format:

Address labels (5160)

International mailing labels that exceed 5 lines are not supported on the Address labels (5160). For international addresses, please use the .xlsx, .csv or .tab download formats.

Download

☒ Show All Owners

☐ Show Parcel ID on Label

Skip Labels

0

## Sketches

The diagram shows a building footprint with various dimensions. The overall width is 91 and the overall height is 100. The footprint is divided into several sections with dimensions: 50, 195, 50, 50, 110, 51, 25, 92, 25, 26, 2, 34, 2, 136, 3, 11, 50, 28, 34, 2, 140, 3, 11, 50. The footprint is divided into two main sections: a larger section on the left and a smaller section on the right. The larger section is labeled 'F OPEN PRC' and the smaller section is labeled 'FOP'.

Room Type	Area
BASE AREA	35786
F OPEN PRC	5176

Developed by  
 **SCHNEIDER**  
GEOSPATIAL

79

Washington County, FL

IMPORTANT NOTICE

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Parcel Summary

Parcel ID	00000000-00-2218-0037
Location Address	MAIN ST CHIPLEY 32428
Brief Tax Description	9 4 13 7.08 PRCL #4,5,7 OF SURVEY, LESS ORB 950 P 507, LESS ORB 898 P 526, LESS ORB 1312 P 806, LESS ORB 1316 P 695 (Note: Not to be used on legal documents.)
Property Use Code	NON AG ACREAGE (9900)
Sec/Twp/Rng	9-4-13
Tax District	Chipley (2)
Millage Rate	20.4678
Acreage	7.08
Homestead	N

[View Map](#)

\*The Property Use code is a Department of Revenue code. For zoning information please contact the Planning and Zoning department at 850-415-5093.

Owner Information

Primary Owner  
[RADRLTD](#)  
524 HWY 90  
CHIPLEY, FL 32428

Valuation

	2024 Final Values
Building Value	\$0
Extra Features Value	\$0
Land Value	\$166,428
Land Agricultural Value	\$0
Agricultural (Market) Value	\$0
Just (Market) Value	\$166,428
Assessed Value	\$166,428
Exempt Value	\$0
Taxable Value	\$166,428
Save Our Homes or AGL Amount	\$0

"Just (Market) Value" description - This is the value established by the Property Appraiser for ad valorem purposes. This value does not represent anticipated selling price.

Land Information

Land Use	Number of Units	Unit Type	Frontage	Depth
009900 - AC NON-AG	7.08	AC	0	0

80

**Tax Collector Site**[Click here to view the Tax Collector website.](#)**Generate Owner List by Radius**

Distance:

100

Feet

**Use Address From:**☒ Owner ☐ Property**Select export file format:**

Address labels (5160)



- ☒ Show All Owners  
☐ Show Parcel ID on Label

Skip Labels

0

International mailing labels that exceed 5 lines are not supported on the Address labels (5160). For international addresses, please use the xlsx, csv or tab download formats.

[Download](#)**Map**

No data available for the following modules: Building Information, Extra Features, Sales, Sketches.

Washington County makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll.

[User Privacy Policy](#) | [GDPR Privacy Notice](#)  
[Last Data Upload: 5/21/2025, 10:25:03 AM](#)

[Contact Us](#)

Developed by  
 **SCHNEIDER**  
GEOSPATIAL



**AMENDED AND RESTATED PROPERTY MANAGEMENT AGREEMENT**

**THIS AMENDED AND RESTATED PROPERTY MANAGEMENT AGREEMENT**, made and entered into this the 17 day of October, 2024, to amend, restate, and supersede the original Property Management Agreement dated May 16, 2024, between **RADR, LTD**, a Florida limited partnership (the “Owner”) and **RCC PROPERTY SUBSIDIARY, LLC**, a Florida limited liability company (“Management”).

**RECITALS**

**WHEREAS**, the Owner wishes to engage Management to manage the real property located at (i) 1414 Main Street, Chipley, Washington County, Florida, being 4.0 acres, more or less, identified as Parcel #2218-0000 as shown in the records of the Washington County Property Appraiser, and (ii) 7.08 acres, more or less, located in Chipley, Washington County, Florida, identified as Parcel #2218-0037 as shown in the records of the Washington County Property Appraiser (collectively herein the “Property”), on the terms and conditions hereinafter set forth; and

**WHEREAS**, the Owner and Management have concurrent herewith entered into an Amended and Restated Purchase Option Agreement for the Property;

**NOW, THEREFORE**, in consideration of the above recitals and the mutual covenants and agreements hereinafter contained, the Owner and Management covenant and agree as follows:

1. Management agrees to manage the Property for the benefit of the Owner, including, without limitation, the assumption by Management all rights, duties and obligations of Owner under all existing leases of any portion of the Property. In connection with providing such management services, Management shall:

- (a) Manage and direct all rent collection;
- (b) Manage, direct and pay for all necessary repairs, maintenance and upkeep of the Property, including but not limited to any repairs necessary to the HVAC systems, parking lot (including repaving, resurfacing and striping), exterior walls and roof; and
- (c) Manage and direct all enforcement action necessary to protect and preserve all rights of the Owner in its capacity as Landlord for all leases related to the Property

2. Books and records detailing all rents collected from the tenants on the Property and all expenditures made related to the Property shall be maintained by Management. Each of Management and the Owner shall have full access to the books and records and may suggest changes to be made to them in order to provide more efficient management and accounting information for the Owner.



3. Upon execution of this Agreement, Owner shall execute an Assignment of Rents in favor of Management for all existing leases on the Property. Owner shall also execute an Assignment of Rents for each new leases or renewals entered into by Owner for any portion of the Property during the term of this Agreement.

4. In managing the Property, Management:

- (a) Shall carry on the business of the Owner in its capacity as Landlord in regular course in a diligent manner;
- (b) Shall not enter into any contract or commitment or engage in any transaction not in the usual and ordinary course of business for a Landlord, without the written approval of the Owner;
- (c) Shall maintain general liability insurance in amounts of not less than \$1,000,000.00 per occurrence/\$5,000,000.00 aggregate on the Property and shall list Owner as an additional insured on such coverage or policy;
- (d) Shall pay any and all costs of repairs, maintenance and upkeep of the Property, including but not limited to any repairs necessary to the HVAC systems, exterior walls and roof, parking lot maintenance (including repaving and striping);
- (e) Shall pay directly to the appropriate taxing authority any and all ad valorem taxes assessed or charged upon the Property, and shall pay to Owner all commercial sales/rental tax due on the rents collected by Management from the tenants on the Property;
- (f) Shall maintain replacement cost insurance in an amount not less than \$100,000.00 more than the total amount of (i) the then remaining payments due to Owner under this Agreement, and (ii) the then remaining balance of the Purchase Price due under the Purchase Option Agreement, and shall list Owner as an additional insured on such coverage or policy;
- (g) Shall cause the Property and/or Owner, as applicable, to duly comply with all applicable laws, licenses, ordinances and regulations as may be required under state or local law; and
- (h) Shall pay and all other expenses or costs that arise or become due on the Property or necessary for the proper maintenance of the Property during the term of this Agreement.

5. During the period from May 15, 2024 through May 31, 2030 the Property shall be managed by Management in accordance with this Agreement. Management shall deliver to the Owner monthly rents in the amount of (i) **Sixteen Thousand Six Hundred Sixty-six and 67/100 Dollars (\$16,666.67)** for the period from May 15, 2024 through May 31, 2025, (ii) **Twenty Thousand Eight Hundred Thirty-three and 33/100 Dollars (\$20,833.33);** plus Management

shall pay directly to the proper taxing authorities the total amount of the commercial sales/rental tax due to all proper taxing authorities for all rents collected by Management from the tenants on the Property with such payments being due to the Owner or the proper taxing authorities, respectively, beginning June 1, 2024 and continuing the 1st day of each month (or the due date of the respective taxes) thereafter through May 1, 2030, a monthly payment shall be deemed late if not delivered to Owner on or before close of business on the 6<sup>th</sup> day of the month in which the payment is due or if not delivered to the property taxing authorities on or before the date it is due. The total amount due on June 1, 2024 under this Section 5 was \$16,666.67, and the parties agree that this payment was reduced by \$10,771.40, which is Owner's prorated share of the 2024 ad valorem taxes, such that Management did deliver a check to Owner in the amount of \$5,895.27 prior to June 1, 2024. Notwithstanding the foregoing, the parties hereto agree that all rents due for the month of May 2024 have been previously collected by Owner and shall belong to and remain with Owner.

6. After payment by Management of any and all expenses of the Property and after payment to the Owner of that amount required under Section 5, Management shall be entitled to keep any and all remaining rents/revenue received from the tenants occupying the Property as Management's income or compensation from its services rendered under this Agreement.

7. During the period managed by Management, Management shall use all commercially reasonable effort to ensure that all expenses of the Owner related to the Property are timely paid from the funds retained by Management under Section 6, or from such other funds of Management as may be necessary.

8. This Agreement shall be terminated upon the first to occur of the following events:

- (a) A default or breach by Management of this Agreement, including but not limited to, default or breach due to failure of Management to make timely payment to Owner of all amounts due to Owner under Section 5 and failure of Management to pay any and all amounts necessary under Section 4; or
- (b) The mutual agreement of Management and the Owner to terminate this Agreement.

Further, the parties agree that in the event of termination of this Agreement the Purchase Option Agreement entered into by the parties, as amended and restated, shall also be terminated and the option granted by Owner to Management under the Purchase Option Agreement, as amended and restated, shall then be null and void with Owner retaining any and all funds paid to Owner by Management and all improvements made to the Property by Management during the term of the Purchase Option Agreement, as amended and restated.

9. Management to the fullest extent permitted by law, shall indemnify, hold harmless, protect and defend Owner from and against any and all liabilities, claims, damages, losses, demands, lawsuits, costs, and expenses, including (but not limited to) attorney fees, arising out of or resulting from the Property or Management's operation or management of the Property or any activity conducted on the Property. Should any claim, demand, or lawsuit arise or be asserted in any way whatsoever related thereto, whether arising under the laws of the United States, any state,

or under any theory of law or equity, Management will indemnify and hold harmless and defend Owner from any and all costs, expenses, or liability including but not limited to the cost of any settlement, judgment, interest or penalties, made or rendered against Owner, arising out of or related to the Property.

**10.** This Agreement may be executed in one or more counterparts, each of which shall be deemed and original, but all of which together shall constitute one and the same document.

**11.** This Agreement shall not be assigned by either party without the express written consent of the other party hereto.


**12.** This Agreement shall be construed according to, and governed by, the laws of the State of Florida.

**13.** The invalidity or unenforceability of any term or provision or any clause of this Agreement shall in no way impair or affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.


{SIGNATURES BEGIN ON FOLLOWING PAGE}



**MANAGEMENT:**  
**RCC PROPERTY SUBSIDIARY, LLC**

  
WITNESS  
Print Name: Philip Horvath  
Address: 1516 S. Blvd.  
Chipley, FL 32428

By: **NATHAN EBERSOLE**, as CFO of  
**RIVERTOWN COMMUNITY CHURCH, INC.**,  
Authorized Member

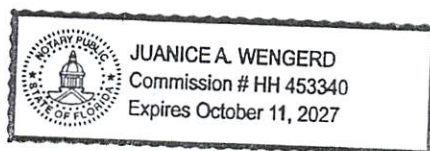
  
WITNESS  
Print Name: Dustin L. McPherson  
Address: 20708 NE John G. Beyerant Rd  
Blairstown, FL 32424

STATE OF Florida )  
 )  
Jackson COUNTY )

I, the undersigned authority, a Notary Public in and for said County and State, certify that **NATHAN EBERSOLE**, whose name is signed to the foregoing Agreement as CFO of and on behalf of **RIVERTOWN COMMUNITY CHURCH, INC.**, as Authorized Member of **RCC PROPERTY SUBSIDIARY, LLC**, and who is personally known to me ✓ or produced \_\_\_\_\_ as identification, that being informed of the contents of the Agreement, he hereby executed the same voluntarily and with full authority on behalf of said **RIVERTOWN COMMUNITY CHURCH, INC.**, on the day the same bears date.

I have hereunto set my hand and affixed my official seal this the 22 day of October, 2024.

*Juanita Wengert*  
Notary Public  
My commission expires: 10-11-2027



This instrument was prepared by  
and should be returned to:  
Russell D. Gautier, Esquire  
Williams, Gautier, Gwynn, DeLoach & Sorenson, P.A.  
Post Office Box 4128  
Tallahassee, Florida 32315-4128

Inst: 200867001422 Date: 2/27/2008 Time: 11:27 AM  
Doc. Stamp-Deed 070  
AR DC, Linda H. Cook, Washington County 8-766 P.371

**CORRECTIVE DEED FOR EASEMENT**

THIS CORRECTIVE DEED FOR EASEMENT is made this 27<sup>th</sup> day of February, 2008, by RADR, Ltd., a Florida limited partnership (hereinafter referred to as the "Grantor"), whose address is P. O. Box 86, Chipley, Florida 32428, to RADR, Ltd., a Florida limited partnership, whose address is P. O. Box 86, Chipley, Florida, (hereinafter referred to as the "Grantee").

(Wherever used herein the term ("grantors" and "grantees" include all the parties to this instrument and the heirs, legal representatives and assigns and individuals, an the sucesors and assigns of corporations.)

WITNESSETH: That Grantor for and in consideration of the sum of \$10.00 (Ten Dollars) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, conveys and confirms unto Grantee, and its successors in interest, all that certain land situate in Washington County, Florida, viz:

A non-exclusive Easement (Easement I) as described on attached "Exhibit A," is hereby granted and shall be a beneficial way of ingress and egress onto, into and across parcel numbers 3 (three), 4 (four), 5 (five) and 7 (seven), also described on "Exhibit A."

NOTE: The preparer has not examined title to the property herein described, nor has he given any opinion as to marketability of title. This deed was prepared from information provided by the parties to this deed.

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

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

AND Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to sell and convey said land; that Grantor hereby fully warrants the title to said land and will defend the same against the lawful claim of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2006.

THIS CORRECTIVE DEED FOR EASEMENT IS BEING MADE, EXECUTED AND DELIVERED TO CORRECT THE DEED FOR EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 718, PAGE 131, PUBLIC RECORDS OF WASHINGTON COUNTY, FLORIDA, AND TO CONFIRM THE PROPER JOINDER AND EXECUTION BY THE GRANTOR. THIS CORRECTIVE DEED FOR EASEMENT SHALL BE FOR THE BENEFIT OF GRANTEE AND ITS SUCCESSORS IN INTEREST WHO ACQUIRE ANY FEE OWNERSHIP INTEREST IN THE PROPERTY INTENDED TO BE BENEFITTED BY THE EASEMENT GRANTED HEREUNDER.

0706 PAGE 371

IN WITNESS WHEREOF, Grantor has executed this instrument the day and year first above written.

WITNESSES:

RADR, Ltd.,  
a Florida limited partnership  
By: RADR Enterprises, Inc.,  
a Florida corporation  
Its: General Partner

Andrew S. Fleener  
Print or type name

Russell D. Gautier  
Print or type name

By: Alfred D. Guettler  
Its: President

(Corporate Seal)

STATE OF FLORIDA  
COUNTY OF WASHINGTON

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of February, 2008, by Alfred D. Guettler, as President of RADR Enterprises, Inc., a Florida corporation, the general partner of RADR, Ltd., a Florida limited partnership, on behalf of the limited partnership. He ☒ {check box if personally known} is personally known to me or ☐ {check box, if not personally known, and fill in identification produced} has produced \_\_\_\_\_ as identification.

Janice C. George  
Signature  
Janice C. George  
Print or type name  
NOTARY PUBLIC  
My Commission Expires: March 6, 2010  
#00525945

BOOK 0766 PAGE 0372

## EXHIBIT "A"

## DESCRIPTION (EASEMENT 1):

COMMENCE AT AN EXISTING CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER OF SECTION 8, TOWNSHIP 4 NORTH, RANGE 13 WEST, WASHINGTON COUNTY, FLORIDA; THENCE N. 00°28'25" W. ALONG THE WESTERLY BOUNDARY OF SAID SECTION A DISTANCE OF 1313.55 FEET TO AN EXISTING IRON ROD; THENCE S. 71°08'05" E. A DISTANCE OF 568.81 FEET TO AN IRON ROD; THENCE N. 39°18'20" E. A DISTANCE OF 395.58 FEET TO A CONCRETE MONUMENT, SAID MONUMENT BEING THE POINT OF BEGINNING; THENCE CONTINUE N. 39°18'20" E. A DISTANCE OF 50.13 FEET TO A CONCRETE MONUMENT; THENCE S. 50°50'17" E. A DISTANCE OF 525.49 FEET TO A CONCRETE MONUMENT SET ON THE WESTERLY RIGHT-OF-WAY OF STATE ROAD NO. 77; THENCE THENCE S. 39°28'28" W. ALONG SAID WESTERLY RIGHT-OF-WAY, A DISTANCE OF 51.43 FEET TO A CONCRETE MONUMENT; THENCE N. 50°41'40" W. A DISTANCE OF 515.34 FEET TO THE POINT OF BEGINNING.

## DESCRIPTION (PARCEL NO. 3):

COMMENCE AT AN EXISTING CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER OF SECTION 8, TOWNSHIP 4 NORTH, RANGE 13 WEST, WASHINGTON COUNTY, FLORIDA; THENCE N. 00°28'25" W. ALONG THE WESTERLY BOUNDARY LINE OF SAID SECTION A DISTANCE OF 1313.55 FEET TO AN EXISTING IRON ROD; THENCE S. 71°08'05" E. A DISTANCE OF 568.81 FEET TO A CONCRETE MONUMENT, SAID MONUMENT BEING THE POINT OF BEGINNING; THENCE N. 39°18'20" E. A DISTANCE OF 395.58 FEET TO A CONCRETE MONUMENT; THENCE S. 50°50'17" E. A DISTANCE OF 525.49 FEET TO A CONCRETE MONUMENT SET ON THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD 77; THENCE S. 39°28'28" W. ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 51.43 FEET TO AN IRON ROD; THENCE S. 39°28'28" W. A DISTANCE OF 133.96 FEET TO AN IRON ROD; THENCE N. 71°08'05" W. A DISTANCE OF 83.87 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.91 ACRE, MORE OR LESS.

## DESCRIPTION (PARCEL NO. 4):

COMMENCE AT AN EXISTING CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER OF SECTION 8, TOWNSHIP 4 NORTH, RANGE 13 WEST, WASHINGTON COUNTY, FLORIDA; THENCE N. 00°28'25" W. ALONG THE WEST BOUNDARY LINE OF SAID SECTION A DISTANCE OF 1313.55 FEET TO AN EXISTING IRON ROD; THENCE S. 71°08'05" E. A DISTANCE OF 568.81 FEET TO AN IRON ROD, SAID IRON ROD BEING THE POINT OF BEGINNING; THENCE N. 39°18'20" E. A DISTANCE OF 395.58 FEET TO A CONCRETE MONUMENT; THENCE S. 50°50'17" E. A DISTANCE OF 525.49 FEET TO A CONCRETE MONUMENT; THENCE S. 39°28'28" W. A DISTANCE OF 124.93 FEET TO A CONCRETE MONUMENT; THENCE N. 71°08'05" W. A DISTANCE OF 316.81 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.23 ACRES, MORE OR LESS.

TOGETHER WITH AN EGRESS, EGRESS AND UTILITY EASEMENT DESCRIBED AS: COMMENCE AT AN EXISTING CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER OF SECTION 8, TOWNSHIP 4 NORTH, RANGE 13 WEST, WASHINGTON COUNTY, FLORIDA; THENCE N. 00°28'25" W. ALONG THE WEST BOUNDARY LINE OF SAID SECTION A DISTANCE OF 1313.55 FEET; THENCE S. 71°08'05" E. A DISTANCE OF 568.81 FEET; THENCE N. 39°18'20" E. A DISTANCE OF 395.58 FEET; THENCE S. 50°50'17" E. A DISTANCE OF 525.49 FEET; THENCE S. 39°28'28" W. A DISTANCE OF 40 FEET; THENCE S. 39°18'20" W. A DISTANCE OF 160.00 FEET; THENCE N. 50°41'40" W. A DISTANCE OF 40 FEET; THENCE S. 39°18'20" W. A DISTANCE OF 160.00 FEET; THENCE N. 50°41'40" W. A DISTANCE OF 40 FEET TO THE POINT OF BEGINNING.

## DESCRIPTION (PARCEL NO. 5):

COMMENCE AT AN EXISTING CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER OF SECTION 8, TOWNSHIP 4 NORTH, RANGE 13 WEST, WASHINGTON COUNTY, FLORIDA; THENCE N. 00°28'25" W. ALONG THE WESTERLY BOUNDARY OF SAID SECTION A DISTANCE OF 1313.55 FEET TO AN EXISTING IRON ROD; THENCE S. 71°08'05" E. A DISTANCE OF 568.81 FEET TO AN IRON ROD; THENCE N. 39°18'20" E. A DISTANCE OF 395.58 FEET TO A CONCRETE MONUMENT, SAID MONUMENT BEING THE POINT OF BEGINNING; THENCE CONTINUE N. 39°18'20" E. A DISTANCE OF 158.00 FEET TO A CONCRETE MONUMENT; THENCE S. 50°50'17" E. A DISTANCE OF 236.88 FEET; THENCE N. 39°18'20" E. A DISTANCE OF 395.58 FEET TO A CONCRETE MONUMENT; THENCE N. 50°41'40" W. A DISTANCE OF 296.86 FEET TO THE POINT OF BEGINNING.

BEING SUBJECT TO AN EASEMENT FOR EGRESS, EGRESS AND UTILITY PURPOSES ALONG THE EASTERNMOST 40 FEET, THEREOF AND CONTAINS 1.09 ACRES, MORE OR LESS.

## DESCRIPTION (PARCEL NO. 7):

COMMENCE AT AN EXISTING CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER OF SECTION 8, TOWNSHIP 4 NORTH, RANGE 13 WEST, WASHINGTON COUNTY, FLORIDA; THENCE N. 00°28'25" W. ALONG THE WESTERLY BOUNDARY OF SAID SECTION A DISTANCE OF 1313.55 FEET TO AN EXISTING IRON ROD; THENCE CONTINUE N. 00°28'25" W. ALONG SAID WESTERLY BOUNDARY LINE FOR 807.41 FEET TO AN EXISTING IRON ROD; THENCE S. 72°36'25" E. A DISTANCE OF 331.28 FEET TO AN EXISTING IRON ROD; THENCE S. 00°54'03" E. A DISTANCE OF 34.00 FEET TO AN EXISTING IRON ROD; THENCE S. 88°36'21" E. A DISTANCE OF 488.38 FEET TO AN EXISTING IRON ROD; THENCE N. 00°54'03" W. A DISTANCE OF 143.00 FEET TO AN EXISTING IRON ROD; THENCE S. 89°07'27" E. A DISTANCE OF 505.53 FEET TO AN EXISTING IRON ROD; THENCE S. 05°51'19" W. A DISTANCE OF 803.56 FEET TO A CONCRETE MONUMENT; THENCE N. 88°37'17" W. A DISTANCE OF 404.21 FEET TO A CONCRETE MONUMENT; THENCE S. 39°18'20" W. A DISTANCE OF 801.86 FEET TO AN EXISTING IRON ROD; THENCE N. 71°08'05" W. A DISTANCE OF 568.81 FEET TO THE POINT OF BEGINNING.

CONTAINING 24.37 ACRES, MORE OR LESS.

Inst: 6907802835 Date: 03/29/2007 Time: 13:38  
Doc Stamp: 0.00

PC, LINDA H. COCK, WASHINGTON County 8:18 P:134

BOOK 0718 PAGE 134

BOOK 0766 PAGE 373



RADR, LTD.  
524 Highway 90  
Chipley, FL 32428

April 4, 2025

To Whom It May Concern:

This letter serves as official written permission from RADR, LTD, the legal owner of the property located at 1414 Main Street, Chipley, Florida, to Rivertown Community Church. This includes Parcel ID 00000000-00-2218-0037 and Parcel ID 00000000-00-2218-0000.

We hereby authorize Rivertown Community Church to apply for a Development Order, Building Permits and other associated permits with the appropriate State and local governing authorities on our behalf. This permission includes, but is not limited to, making all requested and necessary improvements to the shopping center property, including the construction of an additional parking lot area and any other related site, and building enhancements as part of their proposed use and development.

Should you require any additional information or documentation to process this request, please do not hesitate to contact us directly.

Sincerely,



Alfred D. Guettler  
President and General Partner  
RADR, Ltd.



# Department of Environmental Protection

Lawton Chiles  
Governor

Panama City Branch Office  
2353 Jenks Avenue  
Panama City, FL 32405

Virginia B. Wetherell  
Secretary

April 10, 1998

Alfred D. Guettler, President  
RADR Enterprises  
524 Hwy 90  
Chipley, Florida 32428

RE: STORMWATER GENERAL PERMIT - TYPE B  
Project Name: Chipley Shopping Center - SR 77  
Project No.: RG67-137053-002

Dear Mr. Guettler:

We have reviewed your Notice of General Permit received by the Submerged Lands and Environmental Resources Program (SLERP) on March 12, 1998 concerning the above referenced project. The project appears to qualify for the general permit specified by Rule 62-25.801, Florida Administrative Code (FAC).

## NOTICE OF RIGHTS OF SUBSTANTIALLY AFFECTED PERSONS

Be advised that your neighbors and other parties who may be substantially affected by the proposed activity allowed under this determination of approval of the noticed general permit have a right to request an administrative hearing (or mediation, if available) on the Department's decision that the proposed activity qualifies for this noticed general permit. If an administrative hearing (or mediation, if available) is timely requested by a substantially affected person, the finding that the proposed activity qualifies for this noticed general permit must be reconsidered, and it is possible that the hearing or mediation could result in a determination that the proposed activity does *not* qualify for the noticed general permit. Under rule 28-106.111 of the Florida Administrative Code, a request for such an administrative hearing (or mediation, if available) must be filed with the Department's Clerk in the Office of General Counsel within 21 days of either: (a) publication of notice in a newspaper of general circulation in the county where the activity is to take place; or (b) the substantially affected person's receipt of written notice which includes the information contained in Attachment (A).

The Department will not publish notice of the determination. *Publication of this notice by you is optional and not required for you to proceed.* However, in the event that an administrative hearing is held and the Department's determination is reversed, proceeding with the proposed activity before the time period for requesting an administrative hearing has expired would mean that the activity was conducted without the required permits.

If you wish to limit the time within which *all* substantially affected persons may request an administrative hearing (or mediation, if available), you may elect to publish, at your own expense, the enclosed notice (Attachment A) one time only in the legal advertisement section of a newspaper of general circulation in the county where the activity is to take place.

"Protect, Conserve and Manage Florida's Environment and Natural Resources"

Printed on recycled paper.

If you wish to limit the time within which any *specific* person(s) may request an administrative hearing (or mediation, if available), you may provide such person(s), by certified mail, a copy of this determination, including Attachment A.

For the purposes of publication, a newspaper of general circulation means a newspaper meeting the requirements of sections 50.011 and 50.031 of the Florida Statutes. In the event you do publish this notice, within seven days of publication, you must provide to the following address a certification or affidavit of publication issued by the newspaper. If you provide direct written notice to any person as noted above, you must provide to the following address a copy of the direct written notice.


Department of Environmental Protection  
Panama City Branch Office  
2353 Jenks Avenue  
Panama City, Florida 32405

Please thoroughly review and be aware of the conditions associated with the general permit (Attachment B). Your particular attention is directed to the statement contained in the general permit which states that this general permit does not relieve you, the permittee, from obtaining a dredge and fill, collection system or distribution system permit where it is required.

We wish to point out that Rule 62-25.801, F.A.C., also requires that the permittee file an As-Built Certification with the Submerged Lands and Environmental Resources Program within thirty (30) days after the facility's completion. This certification is included as Page 4 of DEP Form 62-1.215(2), the General Permit for Stormwater Discharge Facilities.

If you have any questions about the need to obtain additional permits, or any other matters, please call Robert F. Taylor, SLERP Supervisor, at (850) 872-4375.

Sincerely,



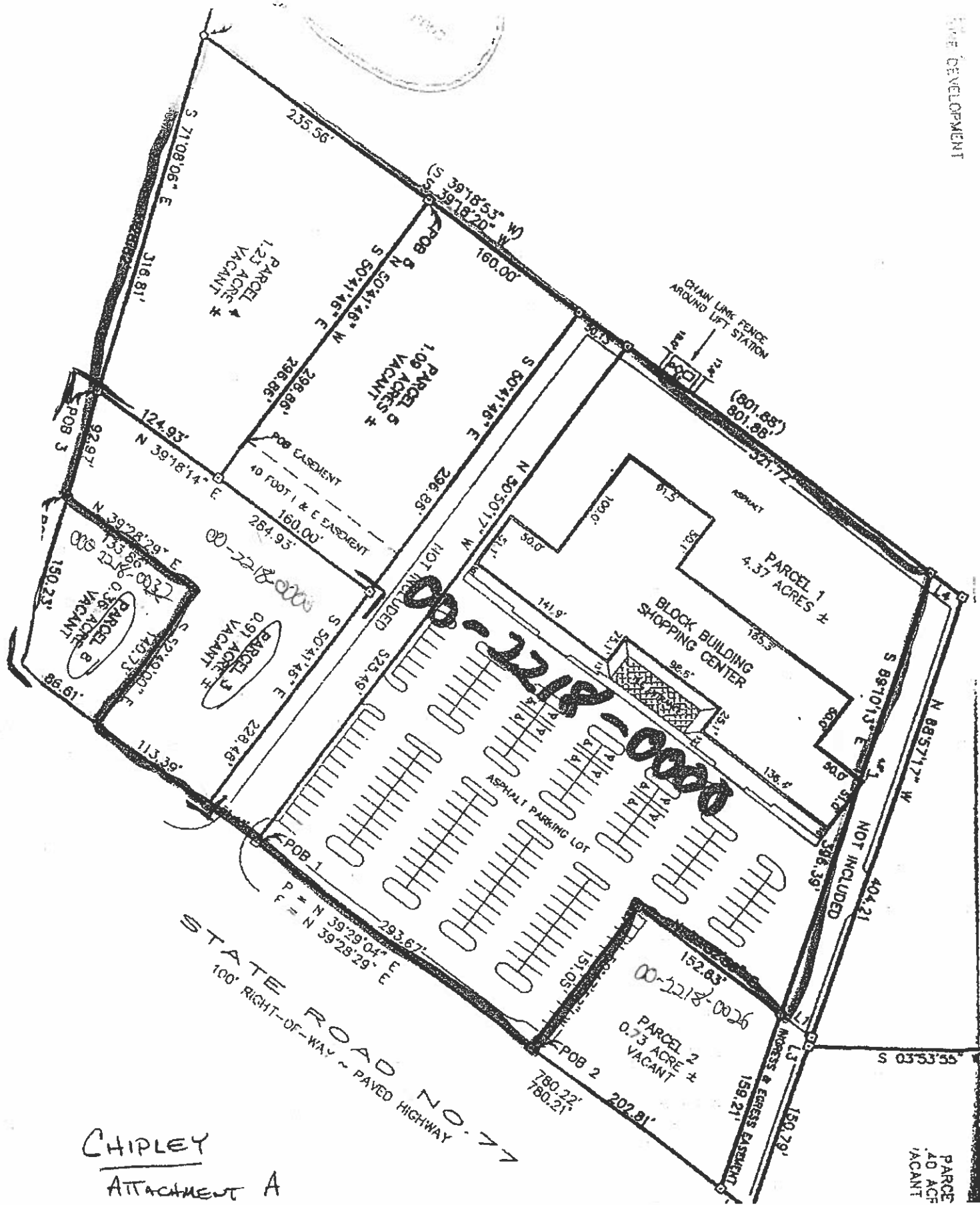
Gary L. Shaffer  
Branch Manager

GLS/mz

Attachment

cc: Cliff Street, P.E./Pens.  
Charles Dunn, P.E.

TIME DEVELOPMENT



CHIPLEY  
ATTACHMENT A



## DESCRIPTION (PARCEL NO. 5):

COMMENCE AT AN EXISTING CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 13 WEST, WASHINGTON COUNTY, FLORIDA; THENCE N. 00°26'25" W. ALONG THE WESTERLY BOUNDARY OF SAID SECTION 9 A DISTANCE OF 1313.55 FEET TO AN EXISTING IRON ROD; THENCE S. 71°08'06" E. A DISTANCE OF 568.81 FEET TO AN IRON ROD; THENCE N. 39°18'20" E. A DISTANCE OF 235.56 FEET TO A CONCRETE MONUMENT, SAID MONUMENT BEING THE POINT OF BEGINNING; THENCE CONTINUE N. 39°18'20" E. A DISTANCE OF 180.00 FEET TO A CONCRETE MONUMENT; THENCE S. 50°41'48" E. A DISTANCE OF 296.86 FEET TO A CONCRETE MONUMENT; THENCE S. 39°18'14" W. A DISTANCE OF 160.00 FEET TO A CONCRETE MONUMENT; THENCE N. 50°41'48" W. A DISTANCE OF 296.85 FEET TO THE POINT OF BEGINNING.

BEING SUBJECT TO AN EASEMENT FOR INGRESS, EGRESS AND UTILITY PURPOSES ALONG THE EASTERNMOST 40 FEET, THEREOF AND CONTAINS 1.09 ACRES, MORE OR LESS.

## DESCRIPTION (PARCEL NO. 6):

COMMENCE AT AN EXISTING CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 13 WEST, WASHINGTON COUNTY, FLORIDA; THENCE N. 00°26'25" W. ALONG THE WEST BOUNDARY OF SAID SECTION 9, A DISTANCE OF 1313.55 FEET TO AN EXISTING IRON ROD; THENCE S. 71°08'06" E. A DISTANCE OF 1128.82 FEET TO AN IRON ROD SET ON THE WESTERLY RIGHT-OF-WAY OF STATE ROAD NO. 77; THENCE N. 39°28'29" E. ALONG SAID WESTERLY RIGHT-OF-WAY, A DISTANCE OF 780.21 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N. 39°28'29" E. A DISTANCE OF 274.19 FEET TO A CONCRETE MONUMENT; THENCE DEPARTING SAID RIGHT-OF-WAY, RUN N. 68°57'17" W. A DISTANCE OF 317.73 FEET TO A CONCRETE MONUMENT; THENCE S. 03°53'55" W. A DISTANCE OF 272.27 FEET TO A CONCRETE MONUMENT; THENCE S. 68°57'17" E. A DISTANCE OF 150.79 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.40 ACRES MORE OR LESS.

## DESCRIPTION (PARCEL NO. 7):

COMMENCE AT AN EXISTING CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 13 WEST, WASHINGTON COUNTY, FLORIDA; THENCE N. 00°26'25" W. ALONG THE WESTERLY BOUNDARY LINE OF SAID SECTION 9, A DISTANCE OF 1313.55 FEET TO AN EXISTING IRON ROD; THENCE CONTINUE N. 00°26'25" W. ALONG SAID WESTERLY BOUNDARY LINE FOR 907.41 FEET TO AN EXISTING IRON ROD; THENCE S. 72°36'21" E. A DISTANCE OF 351.28 FEET TO AN EXISTING IRON ROD; THENCE S. 00°28'03" E. A DISTANCE OF 34.00 FEET TO AN EXISTING IRON ROD; THENCE S. 88°36'21" E. A DISTANCE OF 496.38 FEET TO AN EXISTING IRON ROD; THENCE N. 00°24'29" W. A DISTANCE OF 145.00 FEET TO AN EXISTING IRON ROD; THENCE S. 89°02'12" E. A DISTANCE OF 640.53 FEET TO AN EXISTING IRON ROD; THENCE S. 03°52'19" W. A DISTANCE OF 803.58 FEET TO A CONCRETE MONUMENT; THENCE N. 88°57'17" W. A DISTANCE OF 404.21 FEET TO A CONCRETE MONUMENT; THENCE S. 39°18'20" W. A DISTANCE OF 801.88 FEET TO AN EXISTING IRON ROD; THENCE N. 71°08'06" W. A DISTANCE OF 568.81 FEET TO THE POINT OF BEGINNING.

CONTAINING 24.37 ACRES MORE OR LESS.

## DESCRIPTION (PARCEL NO. 8):

COMMENCE AT AN EXISTING CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 13 WEST, WASHINGTON COUNTY, FLORIDA; THENCE N. 00°26'25" W. ALONG THE WEST BOUNDARY LINE OF SAID SECTION 9 FOR A DISTANCE OF 1313.55 FEET TO AN EXISTING IRON ROD; THENCE S. 71°08'40" E. FOR 878.69 FEET TO AN IRON ROD, SAID IRON ROD BEING THE POINT OF BEGINNING; THENCE N. 39°28'29" E. FOR 133.88 FEET TO AN IRON ROD; THENCE S. 52°48'00" E. FOR 140.73 FEET TO AN IRON ROD SET ON THE WESTERNMOST RIGHT-OF-WAY LINE OF STATE ROAD NO. 77; THENCE S. 39°28'29" W. ALONG SAID RIGHT-OF-WAY LINE FOR 86.81 FEET TO AN IRON ROD; THENCE N. 71°08'06" W. FOR 150.23 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.38 ACRES, MORE OR LESS.

## DESCRIPTION (PARCEL NO. 1):

COMMENCE AT AN EXISTING CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 13 WEST, WASHINGTON COUNTY, FLORIDA; THENCE N. 00°26'25" W. ALONG THE WESTERLY BOUNDARY OF SAID SECTION, A DISTANCE OF 1313.55 FEET TO AN EXISTING IRON ROD; THENCE S. 71°08'06" E. A DISTANCE OF 1128.82 FEET TO AN IRON ROD SET ON THE WESTERLY RIGHT-OF-WAY OF STATE ROAD 77; THENCE N. 39°28'29" E. ALONG SAID WESTERLY RIGHT-OF-WAY A DISTANCE OF 747.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N. 39°28'29" E. A DISTANCE OF 293.67 FEET TO A CONCRETE MONUMENT; THENCE DEPARTING SAID RIGHT-OF-WAY, RUN N. 50°47'57" W. A DISTANCE OF 151.05 FEET TO A CONCRETE MONUMENT; THENCE N. 39°32'56" E. A DISTANCE OF 152.63 FEET TO A NAIL AND DISK; THENCE N. 69°10'13" W. A DISTANCE OF 398.39 FEET TO A CONCRETE MONUMENT; THENCE S. 39°18'20" W. A DISTANCE OF 321.72 FEET TO A CONCRETE MONUMENT; THENCE S. 50°50'17" E. A DISTANCE OF 523.49 FEET TO THE POINT OF BEGINNING.

CONTAINING 4.21 ACRES MORE OR LESS.

## DESCRIPTION (PARCEL NO. 2):

COMMENCE AT AN EXISTING CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 13 WEST, WASHINGTON COUNTY, FLORIDA; THENCE N. 00°26'25" W. ALONG THE WESTERLY BOUNDARY OF SAID SECTION A DISTANCE OF 1313.55 FEET TO AN EXISTING IRON ROD; THENCE S. 71°08'06" E. A DISTANCE 1128.82 FEET TO AN IRON ROD SET ON THE WESTERLY RIGHT-OF-WAY OF STATE ROAD 77; THENCE N. 39°28'29" E. ALONG SAID WESTERLY RIGHT-OF-WAY, A DISTANCE OF 345.10 FEET TO A CONCRETE MONUMENT, SAID MONUMENT BEING THE POINT OF BEGINNING; THENCE DEPARTING SAID RIGHT-OF-WAY, RUN N. 30°47'57" W. A DISTANCE OF 151.05 FEET TO A CONCRETE MONUMENT; THENCE N. 39°32'58" E. A DISTANCE OF 185.58 FEET TO A CONCRETE MONUMENT; THENCE S. 68°57'17" E. A DISTANCE OF 158.96 FEET TO AN IRON ROD SET ON THE AFORESAID WESTERLY RIGHT-OF-WAY OF STATE ROAD 77; THENCE S. 39°28'29" W. ALONG SAID RIGHT-OF-WAY A DISTANCE OF 235.11 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.73 ACRES MORE OR LESS.

BEING SUBJECT TO A PERPETUAL EASEMENT FOR INGRESS & EGRESS PURPOSES ALONG THE NORTHERLY SIDE AS FOLLOWS: COMMENCE AT AN EXISTING CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 13 WEST, WASHINGTON COUNTY, FLORIDA; THENCE N. 00°26'25" W. ALONG THE WESTERLY BOUNDARY OF SAID SECTION A DISTANCE OF 1313.55 FEET TO AN EXISTING IRON ROD; THENCE S. 71°08'06" E. A DISTANCE 1128.82 FEET TO AN IRON ROD SET ON THE WESTERLY RIGHT-OF-WAY OF STATE ROAD 77; THENCE N. 39°28'29" E. ALONG SAID WESTERLY RIGHT-OF-WAY A DISTANCE OF 747.01 FEET TO A CONCRETE MONUMENT, SAID MONUMENT BEING THE POINT OF BEGINNING; THENCE DEPARTING SAID RIGHT-OF-WAY, RUN N. 69°10'13" W. A DISTANCE OF 159.21 FEET TO A CONCRETE MONUMENT; THENCE N. 39°32'56" E. A DISTANCE OF 32.95 FEET TO A CONCRETE MONUMENT; THENCE S. 68°57'17" E. A DISTANCE OF 158.96 FEET TO AN IRON ROD SET ON THE AFORESAID WESTERLY RIGHT-OF-WAY OF STATE ROAD 77; THENCE S. 39°28'29" W. ALONG SAID RIGHT-OF-WAY A DISTANCE OF 32.30 FEET TO THE POINT OF BEGINNING.

## DESCRIPTION (PARCEL NO. 3):

COMMENCE AT AN EXISTING CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 13 WEST, WASHINGTON COUNTY, FLORIDA; THENCE N. 00°26'25" W. ALONG THE WESTERLY BOUNDARY LINE OF SAID SECTION 9 A DISTANCE OF 1313.55 FEET TO AN EXISTING IRON ROD; THENCE S. 71°08'06" E. A DISTANCE 885.62 FEET TO A CONCRETE MONUMENT, SAID MONUMENT BEING THE POINT OF BEGINNING; THENCE N. 39°18'14" E. A DISTANCE OF 294.93 FEET TO A CONCRETE MONUMENT; THENCE S. 50°41'46" E. A DISTANCE OF 228.48 FEET TO A CONCRETE MONUMENT SET ON THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD 77; THENCE S. 39°29'04" E. ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 113.39 FEET TO AN IRON ROD; THENCE DEPARTING SAID RIGHT-OF-WAY, RUN N. 52°49'00" E. A DISTANCE OF 140.73 FEET TO AN IRON ROD; THENCE S. 39°28'29" W. A DISTANCE OF 133.85 FEET TO AN IRON ROD; THENCE N. 71°08'05" W. A DISTANCE OF 92.97 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.91 ACRE, MORE OR LESS.

## DESCRIPTION (PARCEL NO. 4):

COMMENCE AT AN EXISTING CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 13 WEST, WASHINGTON COUNTY, FLORIDA; THENCE N. 00°26'25" W. ALONG THE WEST BOUNDARY LINE OF SAID SECTION 9, A DISTANCE OF 1313.55 FEET TO AN EXISTING IRON ROD; THENCE S. 71°08'06" E. A DISTANCE OF 568.81 FEET TO AN IRON ROD, SAID IRON ROD BEING THE POINT OF BEGINNING; THENCE N. 39°18'20" E. A DISTANCE OF 235.55 FEET TO A CONCRETE MONUMENT; THENCE S. 50°41'46" E. A DISTANCE OF 298.86 FEET TO A CONCRETE MONUMENT; THENCE S. 39°18'14" W. A DISTANCE OF 124.93 FEET TO A CONCRETE MONUMENT; THENCE N. 71°08'06" W. A DISTANCE OF 316.81 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.23 ACRES, MORE OR LESS.

TOGETHER WITH AN INGRESS, EGRESS AND UTILITY EASEMENT DESCRIBED AS: COMMENCE AT AN EXISTING CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 13 WEST, WASHINGTON COUNTY, FLORIDA; THENCE N. 00°26'25" W. ALONG THE WEST BOUNDARY LINE OF SAID SECTION 9, A DISTANCE OF 1313.55 FEET; THENCE S. 71°08'06" E. A DISTANCE OF 568.81 FEET; THENCE N. 39°18'20" E. A DISTANCE OF 235.55 FEET; THENCE S. 50°41'46" E. A DISTANCE OF 256.86 FEET; THENCE N. 39°18'14" E. A DISTANCE OF 160.00 FEET; THENCE S. 50°41'46" E. A DISTANCE OF 40 FEET; THENCE S. 39°18'20" W. A DISTANCE OF 160.00 FEET; THENCE N. 50°41'46" W. A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.

# National Flood Hazard Layer FIRMette



5°33'6"W 30°45'56"N



## Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

<p><b>SPECIAL FLOOD HAZARD AREAS</b></p> <ul style="list-style-type: none"> <li>Without Base Flood Elevation (BFE) Zone A, V, A99</li> <li>With BFE or Depth Zone AE, AO, AH, VE, AR</li> <li>Regulatory Floodway</li> </ul>	<p><b>OTHER AREAS OF FLOOD HAZARD</b></p> <ul style="list-style-type: none"> <li>0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile</li> <li>Future Conditions 1% Annual Chance Flood Hazard Zone X</li> <li>Area with Reduced Flood Risk due to Levee. See Notes. Zone X</li> <li>Area with Flood Risk due to Levee Zone X</li> </ul>	<p><b>OTHER AREAS</b></p> <ul style="list-style-type: none"> <li>NO SCREEN</li> <li>Area of Minimal Flood Hazard Zone X</li> <li>Effective LOMRs</li> <li>Area of Undetermined Flood Hazard Zone X</li> </ul>	<p><b>GENERAL STRUCTURES</b></p> <ul style="list-style-type: none"> <li>Channel, Culvert, or Storm Sewer</li> <li>Levee, Dike, or Floodwall</li> </ul>	<p><b>OTHER FEATURES</b></p> <ul style="list-style-type: none"> <li>Cross Sections with 1% Annual Chance Water Surface Elevation</li> <li>Coastal Transect</li> <li>Base Flood Elevation Line (BFE)</li> <li>Limit of Study</li> <li>Jurisdiction Boundary</li> <li>Coastal Transect Baseline</li> <li>Profile Baseline</li> <li>Hydrographic Feature</li> </ul>	<p><b>MAP PANELS</b></p> <ul style="list-style-type: none"> <li>Digital Data Available</li> <li>No Digital Data Available</li> <li>Unmapped</li> </ul>
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The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 5/28/2025 at 6:40 PM and does not reflect changes or amendments subsequent to this time. The NFHL and effective information may change become superseded by new data over time.

This map image is void if the one or more of the following elements do not appear: basemap imagery, flood zone legend, scale bar, map creation date, community id, FIRM panel number, and FIRM effective date. Map is unmapped and unmodernized areas cannot be used for regulatory purposes.

Section G, Item 1.

You are invited to a Zoom webinar!

When: June 19, 2025 03:00 PM Central Time (US and Canada)

Topic: Planning & Zoning Commission Meeting

Join from PC, Mac, iPad, or Android:

<https://us02web.zoom.us/j/88001689870>

Phone one-tap:

+13092053325,,88001689870# US

+13126266799,,88001689870# US (Chicago)

Join via audio:

+1 309 205 3325 US

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 646 931 3860 US

+1 301 715 8592 US (Washington DC)

+1 305 224 1968 US

+1 507 473 4847 US

+1 564 217 2000 US

+1 669 444 9171 US

+1 669 900 9128 US (San Jose)

+1 689 278 1000 US

+1 719 359 4580 US

+1 253 205 0468 US

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 360 209 5623 US

+1 386 347 5053 US

Webinar ID: 880 0168 9870



CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Resolution No. 25-39 – Firefighters Assistance Grant

MEETING DATE	PREPARED BY
Tuesday, July 8, 2025	Patrice Tanner, City Administrator

SUMMARY

This resolution will approve the submittal of a Firefighter Assistance Grant with the Florida Department of Financial Services, Division of the State Fire Marshall in the amount of \$32,509.10 to replace approximately seven sets of outdated bunker gear. Receiving this grant would allow them to not only resolve the issues of outdated PPE but would ensure our firefighters can continue to safely protect and serve our community without the concern of obsolete equipment.

RECOMMENDATION

City Staff recommend approval of Resolution No. 25-39.

ATTACHMENTS

1. Resolution No. 25-39

2. Application

RESOLUTION NO. 25-39

A RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE STATE OF FLORIDA DEPARTMENT OF FINANCIAL SERVICES FOR THE VOLUNTEER FIREFIGHTER GRANT ASSISTANCE PROGRAM FOR STATE FISCAL YEAR 2024-2025.

WHEREAS, the City of Chipley desires to submit an application to the State of Florida Department of Financial Services for the Volunteer Firefighter Grant Assistance Program, (CSFA 43.006); and

WHEREAS, the objective of this program is to have an immediate impact on the safety of firefighters and to improve the emergency response capability of volunteer fire departments and combination fire departments; and

WHEREAS, the city has out of date PPE equipment that could prevent our crews from safely performing the tasks presented on a day-to-day basis; and

WHEREAS, receiving this grant will allow us to not only resolve these issues but ensure our firefighters can continue to safely protect and serve our community without the concern of obsolete equipment; and

WHEREAS, utilizing these grant funds to purchase replacement structural firefighting bunker gear will have a great impact on the safety of the firefighters of the City of Chipley.

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 Volunteer Firefighter Grant Assistance Program in the amount of \$32,509.10.
2. That the Mayor, City Administrator or Fire Chief are hereby authorized to execute all documents required in connection with the filing of said application.
3. A certified copy of this Resolution be forwarded to the FDFS along with the application.

PASSED AND ADOPTED by the City Council of the City of Chipley, Florida on this 8<sup>th</sup> day of July, 2025.

CITY OF CHIPLEY

ATTEST:

Sherry Snell, City Clerk

Tracy L. Andrews, Mayor

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Resolution No. 25-40 – FDEP SRF Clean Water Loan Reserve Repayment Account

MEETING DATE	PREPARED BY
Tuesday, July 8, 2025	Patrice Tanner, City Administrator

SUMMARY

This resolution will approve the FDEP Capitalization Grant for Clean Water Loan Reserve Repayment Account. This funding will be used to pay 50% of the total cost to prepare a Clean Water Facilities Plan which is \$90,000. The other 50% will be grant funds.

RECOMMENDATION

City Staff recommend approval of Resolution No. 25-40.

ATTACHMENTS

1. Resolution No. 25-40

**RESOLUTION NO. 25-40**

**A RESOLUTION OF CITY OF CHIPLEY, FLORIDA, RELATING TO THE CAPITALIZATION GRANT FOR CLEAN WATER STATE FUND LOAN PROGRAM (CFDA NO. 66.458); MAKING FINDINGS; AUTHORIZING THE LOAN APPLICATION; AUTHORIZING LOAN AGREEMENT NO. WW670150; ESTABLISHING PLEDGED REVENUES; DESIGNATING AUTHORIZED REPRESENTATIVES; PROVIDING ASSURANCES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.**

**WHEREAS**, the Florida Statutes provide for loans to local government agencies to finance the construction of wastewater collection and conveyance systems; and

**WHEREAS**, the Florida Administrative Code rules require authorization to apply for loans, to establish pledged revenues, to designate an authorized representative; to provide assurances of compliance with loan program requirements; and to enter into a loan agreement; and

**WHEREAS**, the State Revolving Fund loan priority list designates Project No. WW670150 as eligible for available funding; and

**WHEREAS**, the City of Chipley, Florida, intends to enter into a loan agreement with the Department of Environmental Protection under the State Revolving Fund for project financing.

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

SECTION I. The foregoing findings are incorporated herein by reference and made a part hereof.

SECTION II. The City of Chipley, Florida, is authorized to apply for a loan to finance the Project.

SECTION III. The revenues pledged for the repayment of the loan are revenues from the City's Loan Repayment Reserve Account.

SECTION IV. The City Administrator is hereby designated as the authorized representative to provide the assurances and commitments required by the loan application.

SECTION V. The Mayor is hereby designated as the authorized representative to execute the loan agreement which will become a binding obligation in accordance with its terms when signed by both parties. The Mayor is authorized to delegate responsibility to appropriate City staff to carry out technical, financial, and administrative activities associated with the loan agreement.

SECTION VI. The legal authority for borrowing money to construct this project is in accordance with Florida Statutes.

SECTION VII. All resolutions or part of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.



SECTION VIII. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION IX. This Resolution shall become effective immediately upon its passage and adoption.

**PASSED AND ADOPTED THIS 8TH DAY OF JULY, 2025.**

CITY OF CHIPLEY

ATTEST:

\_\_\_\_\_  
Tracy L. Andrews, Mayor

\_\_\_\_\_  
Sherry Snell, City Clerk

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: RFQ No. 2025-03 - Real Estate Master Agreement and Task Order No. 1 – Elite Realty

MEETING DATE	PREPARED BY
Tuesday, July 8, 2025	Patrice Tanner, City Administrator

SUMMARY

This will approve the agreement with Elite Realty for Real Estate Services for the City. The agreement shall be for a one-year period, with possible one-year extensions if needed to assist the City in the purchase/lease/sale of specified properties within the City. Task Order No. 1 will be for the sale of the Oswald Road property.

RECOMMENDATION

City Staff recommend approval of the Real Estate Master Agreement with Elite Realty and the Task Order No. 1.

ATTACHMENTS

## **MASTER SERVICES AGREEMENT FOR PROFESSIONAL REAL ESTATE SERVICES BETWEEN ELITE REALTY AND CITY OF CHIPLEY, FLORIDA**

### **I. Preamble**

This Master Services Agreement (the "Agreement") is made and entered into by and between Elite Realty, a company duly organized and existing under the laws of the State of Florida, with its principal place of business located in Chipley, Florida (hereinafter referred to as the "Service Provider"), and the City of Chipley, Florida, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter referred to as the "Client"), collectively referred to as the "Parties" and individually as a "Party".

This Agreement is entered into pursuant to Service Provider's response to Client's Request for Qualifications No. 28-003 ("RFQ"), which are incorporated herein by reference. The Parties wish to establish a general agreement governing the provision of services by the Service Provider to the Client. This Agreement sets forth the terms and conditions under which the Service Provider will provide services to the Client.

### **II. Definitions**

For the purposes of this Agreement, the following terms shall have the meanings set forth below:

- **"Agreement"** means the Master Services Agreement.
- **"Service Provider"** means Elite Realty.
- **"Client"** means the City of Chipley, Florida.
- **"Parties"** means Elite Realty and City of Chipley, Florida collectively.
- **"Party"** means either Elite Realty or City of Chipley, Florida individually.

### **III. Appointment and Scope of Work**

The Client hereby appoints the Service Provider, and the Service Provider hereby accepts such appointment, to perform certain services as may be agreed upon by the Parties from time to time. The specific services to be provided under this Agreement (the "Services") shall be described in detail in Task Work Orders, which shall be mutually agreed upon by the Parties in writing and incorporated herein by reference. Each Task Work Order shall specify the scope of work, the fees for such Services, and any other relevant terms and conditions. It is understood that the Task Work Orders may incorporate elements from the FAR/BAR Exclusive Listing Agreement, in part or in whole, as applicable and as agreed upon by the Parties.

#### IV. Order of Precedence

In the event of any conflict or inconsistency between the terms of this Agreement and any Task Work Order, the terms of this Agreement shall control unless specifically stated otherwise in the Task Work Order. The Parties acknowledge that Task Work Orders are intended to supplement, not supersede, the terms and conditions set forth in this Agreement.

**Nothing in this Agreement shall be construed to create an exclusive relationship between the Client and the Service Provider. In accordance with applicable state law and local ordinance, Client is free to engage other service providers for services similar to or different from the Services provided hereunder, and the Service Provider is free to offer and provide services to other clients, provided that such activities do not materially interfere with the Service Provider's obligations under this Agreement.**

#### V. Independent Contractor Status

Service Provider is an independent contractor and not an employee, agent, partner, or joint venturer of Client. Service Provider shall have no authority to bind Client in any manner, and Client shall not be responsible for Service Provider's acts or omissions. Service Provider acknowledges that it will not be entitled to any employee benefits from Client.

#### VI. Term and Termination

This Agreement shall commence on July 9, 2025 and shall continue in full force and effect until terminated as provided herein. The initial term of this Agreement shall be for a period of one (1) year from the Effective Date ("Initial Term"). Unless either Party provides written notice of its intention not to renew at least thirty (30) days prior to the end of the Initial Term or any subsequent renewal term, this Agreement shall automatically renew for successive one (1) year terms ("Renewal Term(s)").

Either Party may terminate this Agreement upon providing the other Party with written notice of termination in the following circumstances:

1. By the Service Provider, if the Client fails to make any payment due under this Agreement and such failure continues for a period of thirty (30) days after written notice of such failure;
2. By the Client, if the Service Provider fails to perform any of its material obligations under this Agreement and such failure continues for a period of thirty (30) days after written notice of such failure;
3. By either Party, immediately upon giving written notice to the other Party, if the other Party becomes insolvent, files for bankruptcy, or is otherwise unable to pay its debts as they become due;



#### 4. By mutual agreement of the Parties.

Upon termination of this Agreement for any reason, the Service Provider shall be entitled to payment for all Services performed up to the date of termination, subject to the terms and conditions of this Agreement. Any provisions of this Agreement that, by their nature, should survive termination will remain in effect after termination, including, but not limited to, confidentiality obligations, indemnification obligations, and dispute resolution procedures.

##### a. Task Work Order Termination

Individual Task Work Orders may be terminated independently without affecting this Master Services Agreement or other Task Work Orders. Either Party may terminate an individual Task Work Order by providing five (5) days written notice to the other Party, specifying the Task Work Order to be terminated and the effective date of termination.

Upon termination of an individual Task Work Order, the Service Provider shall not be entitled to any payment for Services performed under that Task Work Order, including any work in progress, unless explicitly provided for in the applicable Task Work Order. Where payment upon termination is specifically agreed to in the Task Work Order, the Client shall pay all undisputed amounts due within thirty (30) days of receiving the final invoice for the terminated Task Work Order.

The termination of an individual Task Work Order shall not affect the validity or enforceability of this Master Services Agreement or any other Task Work Orders that remain in effect between the Parties. All obligations, rights, and responsibilities under this Master Services Agreement and any other active Task Work Orders shall continue in full force and effect.

For clarity, termination of this Master Services Agreement shall automatically terminate all active Task Work Orders, while termination of individual Task Work Orders shall not affect the continued validity of this Master Services Agreement or other Task Work Orders.

#### VII. Compensation and Payment Terms

The Client agrees to compensate the Service Provider for the Services rendered in accordance with the terms set forth in the individual Task Work Orders. Each Task Work Order will specify the fees for the Services to be provided.

Payment from the Client to the Service Provider shall be due within thirty (30) days of the Client receiving a detailed invoice from the Service Provider. The invoice shall include a breakdown of the fees for the Services rendered, along with any other charges agreed upon in the respective Task Work Order. Late payments by the Client will incur a late fee of 1.5% per month on the unpaid balance or the maximum rate permitted by law, whichever is less.

In the event of a dispute concerning the invoice or the quality of the Services provided, the Client must notify the Service Provider in writing within fifteen (15) days of receipt of the invoice, detailing the nature of the dispute. Failure to notify the Service Provider within this timeframe will result in the invoice being deemed accepted by the Client.

All payments hereunder shall be made in United States dollars and shall be free and clear of, and without deduction for, any and all taxes, levies, imposts, duties, charges, fees, deductions, withholdings, compulsory loans, and restrictions or conditions of any nature.

#### VIII. Confidentiality

During the term of this Agreement and thereafter, each Party agrees to hold in strict confidence, and not to use, except as required to perform its obligations under this Agreement, or disclose to any third party any Confidential Information of the other Party without the prior written consent of the other Party. "Confidential Information" means all non-public information disclosed by a Party ("Disclosing Party") to the other Party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes, but is not limited to, information relating to the Disclosing Party's business and current or future products or technology, sales, customers, software, developments, inventions, processes, designs, drawings, engineering, marketing plans, financial information, and business strategies. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

Upon termination or expiration of this Agreement, the Receiving Party shall promptly return to the Disclosing Party or destroy all copies of Confidential Information received under this Agreement, at the Disclosing Party's option.

#### IX. Compliance with Laws

The Service Provider agrees to comply with all federal, state, and local laws, ordinances, regulations, and codes that are applicable to the performance of the Services under this Agreement, including but not limited to Florida Real Estate License Law (Chapter 475, Florida Statutes) and associated regulations, including but not limited to those relating to environmental protection, labor, employment, and anti-discrimination. The Service Provider

shall also obtain all necessary permits, licenses, and approvals required for the performance of the Services. The Service Provider shall promptly notify the Client of any changes in laws, regulations, or ordinances that may affect the Services provided under this Agreement.

The Client agrees to comply with all applicable laws and regulations in its use of the Services and in its activities under this Agreement. The Client shall not request the Service Provider to undertake any action or provide Services in a manner that would cause the Service Provider to be in violation of any applicable laws, regulations, or ethical standards.

Both Parties agree to provide reasonable assistance to each other in complying with applicable legal requirements. In the event of any conflict between the provisions of this Agreement and any applicable legal requirement, the Parties shall negotiate in good faith to amend the Agreement as necessary to comply with the law, while endeavoring to preserve the original intent of the Parties as closely as possible.

Failure by either Party to comply with this clause may constitute a material breach of this Agreement, entitling the other Party to terminate the Agreement upon written notice to the non-compliant Party.

#### X. Insurance and Indemnification

##### 1. Insurance:

The Service Provider shall, at its own expense, maintain during the term of this Agreement and any extensions thereof, the following insurance coverage with insurance companies acceptable to the Client:

a. Commercial General Liability Insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, covering bodily injury, property damage, and personal and advertising injury.

b. Workers' Compensation Insurance, as required by the laws of the State of Florida, with limits of not less than \$1,000,000 per accident for bodily injury or disease.

c. Professional Liability Insurance with limits of not less than \$500,000 per claim and \$1,000,000 aggregate.

d. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services provided under this Agreement, with a minimum combined single limit of \$500,000 per accident.

The Service Provider shall provide the Client with certificates of insurance evidencing the required coverage and shall include the Client as an additional insured on the Commercial

General Liability and Automobile Liability policies. The insurance certificates shall contain a provision that coverage afforded under the policies will not be canceled or modified until at least thirty (30) days' prior written notice has been given to the Client.

## 2. Indemnification:

The Service Provider shall indemnify, defend, and hold harmless the Client, its officers, directors, employees, agents, and successors from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to the performance of the Services under this Agreement, except to the extent caused by the negligence or willful misconduct of the Client.

This indemnification obligation shall survive the termination or expiration of this Agreement.

### XI. Indemnification

The Service Provider shall indemnify, defend, and hold harmless the Client, its officers, directors, employees, agents, and successors from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to the performance of the Services under this Agreement, except to the extent caused by the negligence or willful misconduct of the Client.

This indemnification obligation shall survive the termination or expiration of this Agreement.

### XII. Limitation of Liability

Notwithstanding any other provision in this Agreement, neither Party shall be liable to the other Party for any indirect, special, incidental, consequential, or punitive damages, including but not limited to loss of profits, revenue, or data, arising out of or in connection with the performance of its obligations under this Agreement, whether such liability arises from any claim based upon contract, warranty, tort (including negligence), product liability or otherwise, and whether or not the Party has been advised of the possibility of such loss or damage.

However, this limitation of liability shall not apply to:

1. Any obligations of the Parties under the Confidential Information provisions of this Agreement;
2. Liability for gross negligence or willful misconduct;
3. Any liability which cannot be excluded or limited under applicable law.

The Parties agree that this limitation of liability is a fair and reasonable allocation of risk between the Parties and is an essential element of the basis of the bargain between the Parties.

XIII. Public Records.

**IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:**

Name:	Sherry Snell, City Clerk
Phone:	(850) 638-6350
Email Address:	ssnell@cityofchibley.com
Mailing Address:	Post Office Box 1007
	Chibley, Florida 32428

Provider shall comply with the Florida Public Records laws. In particular, the Provider shall, unless waived in writing by the City:

Keep and maintain public records required by the City to perform the service.

Upon request from the City’s custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Provider does not transfer the records to the City.

Upon completion of performance under the Agreement, transfer, at no cost, to the City all public records in possession of the Provider or keep and maintain public records required by the City to perform the service. If the Provider transfers all public records to the City upon completion of the contract, the Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Provider keeps and maintains public records upon completion of the contract, the Provider shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the City, upon the request from the City’s custodian of public records, in a format that is compatible with the City’s information technology systems.



The City and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Provider with the terms, conditions, obligations, limitations, restrictions and requirements of the Agreement and such right shall extend for a period of three (3) years after any termination of the Agreement.

Failure to provide the public records to the public agency within a reasonable time may subject the Provider to penalties under s. 119.10 and s. 119.0701(4), Florida Statutes.

#### XIV. Intellectual Property

**Ownership of Work Product.** All work product, deliverables, reports, analyses, recommendations, documents, data, materials, and other intellectual property created, developed, or produced by the Service Provider in the course of performing the Services under this Agreement ("Work Product") shall be deemed "work made for hire" under the United States Copyright Act and shall be owned exclusively by the Client. To the extent that any Work Product is not deemed "work made for hire," the Service Provider hereby assigns, transfers, and conveys to the Client all right, title, and interest in and to such Work Product, including all intellectual property rights therein.

**Pre-Existing Intellectual Property.** Each Party shall retain ownership of all intellectual property, proprietary information, trade secrets, know-how, and other materials that existed prior to the commencement of this Agreement or that are developed independently outside the scope of the Services ("Pre-Existing IP"). The Service Provider grants to the Client a non-exclusive, royalty-free license to use any Pre-Existing IP of the Service Provider that is incorporated into or necessary for the Client's use of the Work Product.

**Derivative Works and Improvements.** Any derivative works, modifications, enhancements, or improvements to Pre-Existing IP that are created during the performance of the Services shall be owned by the Party that owns the underlying Pre-Existing IP, subject to the license granted above. Any derivative works, modifications, enhancements, or improvements that combine Pre-Existing IP of both Parties shall be jointly owned by the Parties.

**Third-Party Materials.** The Service Provider represents and warrants that any third-party materials, software, or intellectual property incorporated into the Work Product are properly licensed for such use and that the Client's use of the Work Product will not infringe upon the intellectual property rights of any third party.

**Cooperation in Protection.** The Service Provider agrees to cooperate with the Client in obtaining and maintaining intellectual property protection for the Work Product, including executing any documents necessary to perfect the Client's ownership rights or to obtain patent, trademark, or copyright protection.

#### XV. Dispute Resolution

In the event of any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, enforcement, interpretation, or validity thereof (a "Dispute"), the Parties shall first attempt to resolve the Dispute through good faith negotiation within thirty (30) days of the Party receiving notice of the Dispute. If the Dispute cannot be resolved through negotiation, the Parties agree to submit the Dispute to mediation. If mediation is unsuccessful, either Party may pursue any remedies available to it under law or equity in a court of competent jurisdiction.

The place of mediation shall be Chipley, Florida. The mediation shall be conducted in the English language. Each Party shall bear its own costs and expenses and an equal share of the mediator's fees.

Notwithstanding the foregoing, either Party may seek from a court of competent jurisdiction in Chipley, Florida any interim or provisional relief that is necessary to protect the rights or property of that Party.

Nothing in this clause shall be construed to preclude any Party from seeking injunctive relief or other equitable remedies in any court of competent jurisdiction to protect its intellectual property or Confidential Information.

#### XVI. Entire Agreement

This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all previous agreements, understandings, and negotiations, whether written or oral, between the Parties. No amendment, change, or modification of this Agreement shall be valid unless in writing and signed by both Parties. This Agreement may not be amended or modified by any oral agreement. By entering into this Agreement, the Parties acknowledge that they have not relied on any representation, warranty, or agreement of the other Party or of any other person on behalf of the other Party, except for those expressly contained in this Agreement.

#### XVII. Amendment and Waiver

This Agreement may be amended, modified, or supplemented only by a written instrument signed by both Parties. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any future instances, nor shall it be construed as a waiver of any other provision.

Notwithstanding the foregoing, either Party may, by giving written notice to the other, waive any of the conditions of this Agreement intended for its benefit, provided that such waiver

shall not affect the rights of the waiving Party under this Agreement unless such Party expressly states otherwise in the written notice of waiver.

XVIII. Notices

All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given, made, and received only upon the following:

- 1. When delivered personally to the recipient's address as appearing in the introductory clause of this Agreement;
- 2. One business day after being sent to the recipient's address as appearing in the introductory clause of this Agreement by reputable overnight courier service (charges prepaid);
- 3. Three business days after being mailed to the recipient's address as appearing in the introductory clause of this Agreement by United States certified or registered mail, return receipt requested, postage prepaid; or
- 4. When sent by email to the recipient's email address as specified in this Agreement or as subsequently modified by written notice, provided that the sender does not receive an electronic notification indicating that the email was not delivered.

Any Party may change its address for notices under this Agreement by giving the other Party notice of such change in accordance with the provisions of this section.

a. The name and address of City’s Agent for this Agreement is:

Name Patrice A. Tanner, City Administrator  
(850) 638-6350

Phone Number  
ptanner@cityofchipley.com

Email Address  
Post Office Box 1007

Mailing Address  
Chipley, Florida 32428

Mailing Address

b. The name and address of Elite Realty’s Agent for this Agreement is:

Name

Phone Number

Email Address

Mailing Address

## Mailing Address

If different representatives or addresses are designated by either Party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other Party to this Agreement. Such change shall not require a formal amendment of the Agreement.

## XIX. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any legal action related to this Agreement shall be in Washington County, Florida, in accordance with Section 47.011, Florida Statutes. Each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

## XX. Assignment

This Agreement may not be assigned by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed. Any attempted assignment in violation of this section shall be null and void.

For the purposes of this clause, an "affiliate" is defined as any entity that directly or indirectly controls, is controlled by, or is under common control with the Service Provider.

## XXI. Severability

If any provision of this Agreement, or the application thereof to any person or circumstance, is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable to any extent, such provision shall be deemed severed from this Agreement, but such determination shall not affect the validity, legality, or enforceability of the remaining provisions of this Agreement or the application of such provision to other persons or circumstances, which remaining provisions shall continue in full force and effect as if this Agreement had been executed with the invalid, illegal, or unenforceable provision eliminated. The Parties hereby agree to substitute for any invalid, illegal, or unenforceable provision a valid, legal, and enforceable provision that most closely approximates the intent and economic effect of the invalid, illegal, or unenforceable provision.

## XXII. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Agreement, delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

XXIII. Force Majeure

Neither Party shall be liable for any failure to perform its obligations under this Agreement if such failure is caused by the occurrence of any unforeseen event beyond its reasonable control, including but not limited to acts of God, natural disasters, wars, insurrections, terrorist acts, riots, civil disturbances, strikes, lockouts, or other labor disputes, fires, explosions, laws, regulations, governmental actions, or any other cause beyond the reasonable control of the Party affected ("Force Majeure Event").

Upon occurrence of any Force Majeure Event, the affected Party shall notify the other Party in writing within ten (10) business days, providing details of the Force Majeure Event and its expected duration. The affected Party shall use all reasonable efforts to mitigate the effects of the Force Majeure Event and to continue to perform its obligations under the Agreement to the extent possible.

If the Force Majeure Event persists for more than sixty (60) days, either Party may terminate this Agreement upon written notice to the other Party. Such termination shall be without prejudice to the rights and obligations of the Parties accrued prior to the date of termination.

Notwithstanding the foregoing, the obligation to make payments under this Agreement shall not be suspended by the occurrence of a Force Majeure Event.

XXIV. Signatures

Elite Realty	City of Chipley, Florida
By: _____	By: _____
Print Name: _____	Hon. Tracy L. Andrews, Mayor
Its: _____	
Date: _____	Date: _____
Witness: _____	Attest: _____
Print Name: _____	Sherry Snell, City Clerk



# Vacant Land Listing Agreement



Section H, Item1.

1 This Exclusive Right of Sale Listing Agreement ("Agreement") is between  
 2\* City of Chipley ("Seller")  
 3\* and brokerage Elite Realty ("Broker").

4 **1. Authority to Sell Property:** Seller gives Broker the EXCLUSIVE RIGHT TO SELL the real and personal property  
 5 (collectively "Property") described below, at the price and terms described below, beginning  
 6\* 07/09/2025 and terminating at 11:59 p.m. on 07/09/2026 ("Termination Date"). Upon  
 7 full execution of a contract for sale and purchase of the Property, all rights and obligations of this Agreement will  
 8 automatically extend through the date of the actual closing of the sales contract. Seller and Broker acknowledge  
 9 that this Agreement does not guarantee a sale. This Property will be offered to any person without regard to race,  
 10 color, religion, sex, handicap, familial status, national origin, or any other factor protected by federal, state, or local  
 11 law. Seller certifies and represents that she/he/it is legally entitled to convey the Property and all improvements.

12 **2. Description of Property:**  
 13\* (a) **Street Address:** Oswald Road Chipley, FL 32428

14  
 15\* Legal Description: 18 4 13 80 ORB 578 P 498 PARCEL DESC IN ORB 578 P 498 LESS ORB 595 P 383  
 16 ☐ See Attachment

17 (b) **Personal Property**, including storage sheds, electrical (including pedestal), plumbing, septic systems, water  
 18 tanks, pumps, solar systems/panels, irrigation systems, gates, domestic water systems, gate openers and  
 19 controls, fencing, timers, mailbox, utility meters (including gas and water), windmills, cattle guards, existing  
 20\* landscaping, trees, shrubs, and lighting:  
 21\* ☐ See Attachment

22 (c) **Occupancy:**  
 23\* Property ☐ is ☒ is not currently occupied by a tenant. If occupied, the lease term expires

24 **3. Price and Terms:** The property is offered for sale on the following terms or on other terms acceptable to Seller:

25\* (a) **Price:** \$343,000

26\* (b) **Financing Terms:** ☒ Cash ☒ Conventional ☐ VA ☐ FHA ☐ USDA ☐ Other (specify)

27\* ☐ **Seller Financing:** Seller will hold a purchase money mortgage in the amount of \$  
 28\* with the following terms:

29\* ☐ **Assumption of Existing Mortgage:** Buyer may assume existing mortgage for \$ plus  
 30\* an assumption fee of \$. The mortgage is for a term of years beginning in

31\* , at an interest rate of % ☐ fixed ☐ variable (describe)

32\* Lender approval of assumption ☐ is required ☐ is not required ☐ unknown. **Notice to Seller:** You may  
 33 remain liable for an assumed mortgage for a number of years after the Property is sold. Check with your  
 34 lender to determine the extent of your liability. Seller will ensure that all mortgage payments and required  
 35 escrow deposits are current at the time of closing and will convey the escrow deposit to the buyer at closing.

36 (c) **Seller Expenses:** Seller will pay mortgage discount, other closing costs, or concessions not to exceed  
 37 \$0 and any other expenses Seller agrees to pay in connection with a transaction.

38 **4. Broker Obligations:** Broker agrees to make diligent and continued efforts to sell the Property until a sales  
 39 contract is pending on the Property. Broker's office policy is to cooperate with all other brokers except when not in  
 40 Seller's best interest.

41 **5. Multiple Listing Service:** Placing the Property in a multiple listing service (the "MLS") is beneficial to Seller  
 42 because the Property will be exposed to a large number of potential buyers. As a MLS participant, Broker is  
 43 obligated to timely deliver this listing to the MLS. This listing will be promptly published in the MLS unless Seller  
 44 directs Broker otherwise in writing. Seller authorizes Broker to report to the MLS this listing information and price,  
 45 terms, and financing information on any resulting sale for use by authorized Board / Association members and  
 46 MLS participants and subscribers unless Seller directs Broker otherwise in writing.

47 **6. Broker Authority:** Seller authorizes Broker to:

48 (a) Advertise the Property as Broker deems advisable including advertising the Property on the Internet unless  
 49 limited in (6)(a)(i) or (6)(a)(ii) below.

50 (Seller opt-out) (Check one if applicable)

51\* (i) ☐ Display the Property on the Internet except the street address.

Seller and Broker/-Authorized Associate acknowledge receipt of a copy of this page, which is Page 1 of 4.  
 The Parties acknowledge this form should not be used to share offers or compensation to buyer brokers or other buyer representatives via  
 any field in the Multiple Listing Service.

(ii) ☐ **Seller** does not authorize **Broker** to display the Property on the Internet.

**Seller** understands and acknowledges that if **Seller** selects option (ii), consumers who search for listings on the Internet will not see information about the Property in response to their search.

**Initials of Seller**

- (b) Place appropriate transaction signs on the Property, including "For Sale" signs and "Sold" signs (once **Seller** signs a sales contract) and use **Seller's** name in connection with marketing or advertising the Property.
- (c) Obtain information relating to the present mortgage(s) on the Property.
- (d) Provide objective comparative market analysis information to potential buyers.
- (e) **(Check if applicable)** ☐ Use a lock box system and/or gate code to show and access the Property. A lock box or gate does not ensure the Property's security. **Seller** is advised to secure or remove valuables. **Seller** agrees that the lock box or gate is for **Seller's** benefit and releases **Broker**, persons working through **Broker**, and **Broker's** local Realtor Board / Association from all liability and responsibility in connection with any damage or loss that occurs. ☐ Withhold verbal offers. ☐ Withhold all offers once **Seller** accepts a sales contract for the Property.
- (f) Act as a transaction broker unless a different relationship is or has been established in writing.
- (g) **Virtual Office Websites:** Some real estate brokerages offer real estate brokerage services online. These websites are referred to as Virtual Office Websites ("VOWs"). An automated estimate of market value or reviews and comments about a property may be displayed in conjunction with a property on some VOWs. Anyone who registers on a VOW may gain access to such automated valuations or comments and reviews about any property displayed on a VOW. Unless limited below, a VOW may display automated valuations or comments and reviews about this Property.
  - ☐ **Seller** does not authorize an automated estimate of the market value of the listing (or a hyperlink to such estimate) to be displayed in immediate conjunction with the listing of this Property.
  - ☐ **Seller** does not authorize third parties to write comments or reviews about the listing of the Property (or display a hyperlink to such comments or reviews) in immediate conjunction with the listing of this Property.

**7. Seller Obligations and Representations:** In consideration of **Broker's** obligations, **Seller** agrees to:

- (a) Cooperate with **Broker** in carrying out the purpose of this Agreement, including referring immediately to **Broker** all inquiries regarding the Property's transfer, whether by purchase or any other means of transfer.
- (b) Provide **Broker** accurate information about the Property of which **Seller** may be aware, including but not limited to utility availability, presence of or access to water supply, sewer or septic system, problems with drainage, grading or soil stability, environmental hazards, commercial or industrial nuisances (noise, odor, smoke, etc.), utility or other easements, shared driveways, encroachments from or on adjacent property, zoning, wetland, flood hazard, tenancies, cemetery/grave sites, abandoned well, underground storage tanks, presence of protected species, or nests of protected species.
- (c) Provide **Broker** access to the Property and make the Property available for **Broker** to show during reasonable times.
- (d) Inform **Broker** before leasing, mortgaging, or otherwise encumbering the Property.
- (e) Indemnify **Broker** and hold **Broker** harmless from losses, damages, costs, and expenses of any nature, including attorney's fees, and from liability to any person, that **Broker** incurs because of (1) **Seller's** negligence, representations, misrepresentations, actions, or inactions; (2) the use of a lock box or gate code; (3) the existence of undisclosed material facts about the Property; or (4) a court or arbitration decision that a broker who was not compensated in connection with a transaction is entitled to compensation from **Broker**. This clause will survive **Broker's** performance and the transfer of title.
- (f) Perform any act reasonably necessary to comply with FIRPTA (Section 1445 of the Internal Revenue Code).
- (g) Make all legally required disclosures, including all facts that materially affect the Property's value and are not readily observable or known by the buyer. **Seller** certifies and represents that **Seller** knows of no such material facts (local government building code violations, unobservable defects, etc.) other than the following:

**Seller** will immediately inform **Broker** of any material facts that arise after signing this Agreement.

- (h) Consult appropriate professionals for related legal, tax, property condition, environmental, foreign reporting requirements, and other specialized advice.
- (i) **Seller** represents that **Seller** is not aware of any notice of default recorded against the Property; any delinquent amounts due under any loan secured by or other obligation affecting the Property; any bankruptcy, foreclosure, insolvency, or similar proceeding affecting the Property; any litigation, arbitration, administrative action, government investigation, or other action that affects or may affect **Seller's** ability to transfer the Property; any current, pending, or proposed special assessments affecting the Property; any planned public improvements which may result in special assessments; or any mechanics' liens or material supplier liens against the Property.

Seller   and Broker/-Authorized Associate   acknowledge receipt of a copy of this page, which is Page 2 of 4. The Parties acknowledge this form should not be used to share offers or compensation to buyer brokers or other buyer representatives via any field in the Multiple Listing Service.

(a) \_\_\_\_\_ 5% of the total purchase price plus \$\_\_\_\_\_ OR \$\_\_\_\_\_, no later than the date of closing specified in the sales contract. However, closing is not a prerequisite for **Broker's** fee being earned.

(b) 0 \_\_\_\_\_ (\$ or %) of the consideration paid for an option, at the time an option is created. If the option is exercised, **Seller** will pay **Broker** the Paragraph 8(a) fee, less the amount **Broker** received under this subparagraph.

(c) 0 (\$ or %) of gross lease value as a leasing fee, on the date **Seller** enters into a lease or agreement to lease, whichever is earlier. This fee is not due if the Property is or becomes the subject of a contract granting an exclusive right to lease the Property.

(d) **Broker's** fee is due in the following circumstances: (1) If any interest in the Property is transferred, whether by sale, lease, exchange, governmental action, bankruptcy, or any other means of transfer, regardless of whether the buyer is secured by **Seller, Broker**, or any other person. (2) If **Seller** refuses or fails to sign an offer at the price and terms stated in this Agreement, defaults on an executed sales contract, or agrees with a buyer to cancel an executed sales contract. (3) If, within 90 days after Termination Date ("Protection Period"), **Seller** transfers or contracts to transfer the Property or any interest in the Property to any prospects with whom **Seller, Broker**, or any real estate licensee communicated regarding the Property before Termination Date. However, no fee will be due **Broker** if the Property is relisted after Termination Date and sold through another broker.

(e) **Retained Deposits:** As consideration for **Broker's** services, **Broker** is entitled to receive \_\_\_\_\_ 50% (50% if left blank) of all deposits that **Seller** retains as liquidated damages for a buyer's default in a transaction, not to exceed the Paragraph 8(a) fee.

9. **Commercial Real Estate Sales Commission Lien Act:** The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

a. **Seller** may, but is not required to, compensate a buyer's broker upon closing.

b. **Seller** may choose to enter into a separate written agreement to pay buyer's broker or may approve **Broker** to pay buyer's broker.

c. **Seller** approves the following (check one; if no option is checked then option “(iii)” is deemed to be selected:

i. ☒ **Seller** authorizes **Broker** to offer compensation to buyer's broker in the amount of: 2.5% of the purchase price or \$                    . This compensation will be set forth in a separate written agreement between **Broker** and buyer's broker.

ii. ☐ **Seller** authorizes **Broker** to communicate **Seller's** offer of compensation to buyer's broker in the amount of: \_\_\_\_\_% of the purchase price or \$\_\_\_\_\_. This compensation will be set forth in a separate written agreement between **Seller** and buyer's broker.

iii. ☐ No compensation will be offered to buyer's broker.

11. **Conditional Termination:** At **Seller's** request, **Broker** may agree to conditionally terminate this Agreement. If **Broker** agrees to conditional termination, **Seller** must sign a withdrawal agreement, reimburse **Broker** for all direct expenses incurred in marketing the Property, and pay a cancellation fee of \$0 plus applicable sales tax. **Broker** may void the conditional termination, and **Seller** will pay the fee stated in Paragraph 8(a) less the cancellation fee if **Seller** transfers or contracts to transfer the Property or any interest in the Property during the time period from the date of conditional termination to Termination Date and Protection Period, if applicable.

**Arbitration:** By initialing in the space provided, **Seller**  and **Broker or Authorized Associate**

Seller   and Broker/Authorized Associate   acknowledge receipt of a copy of this page, which is Page 3 of 4. The Parties acknowledge this form should not be used to share offers of compensation to buyer brokers or other buyer representatives via any field in the Multiple Listing Service.



agree that disputes not resolved by mediation will be settled by neutral binding arbitration in the county in which the Property is located in accordance with the rules of the American Arbitration Association or other arbitrator agreed upon by the parties. Each party to any arbitration (or litigation to enforce the arbitration provision of this Agreement or an arbitration award) will pay its own fees, costs, and expenses, including attorney's fees, and will equally split the arbitrator's fees and administrative fees of arbitration.

**13. Miscellaneous:** This Agreement is binding on **Seller's** and **Broker's** heirs, personal representatives, administrators, successors, and assigns. **Broker** may assign this Agreement to another listing office. This Agreement is the entire agreement between **Seller** and **Broker**. No prior or present agreements or representations will be binding on **Seller** or **Broker** unless included in this Agreement. Electronic signatures are acceptable and will be binding. Signatures, initials, and modifications communicated by facsimile will be considered as originals. The term "buyer" as used in this Agreement includes buyers, tenants, exchangors, optionees, and other categories of potential or actual transferees.

**14. Additional Terms:**



**Seller's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
Home Telephone: \_\_\_\_\_ Work Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email Address: \_\_\_\_\_

**Seller's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
Home Telephone: \_\_\_\_\_ Work Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email Address: \_\_\_\_\_

**Broker or Authorized Associate:** *Andy Birge* dotloop verified  
07/07/25 4:19 PM CDT  
LYED-DBXO-KVC7-FZDM **Date:** \_\_\_\_\_  
Brokerage Firm Name: Elite Realty Telephone: 850-258-9442  
Address: 964 Main Street, Chipley, FL 32428

Copy returned to **Seller** on \_\_\_\_\_ by ☐ email ☐ facsimile ☐ mail ☐ personal delivery.

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Seller  and Broker/-Authorized Associate 

acknowledge receipt of a copy of this page, which is Page 4 of 4. The Parties acknowledge this form should not be used to share offers or compensation to buyer brokers or other buyer representatives via any field in the Multiple Listing Service.

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: RFQ No. 2025-04 - Agreement for Professional Services –Rural Infrastructure Fund Grant - Mott MacDonald Florida, LLC

MEETING DATEPREPARED BY

Tuesday, July 8, 2025Patrice Tanner, City Administrator

SUMMARY

This will approve the agreement with Mott MacDonald Florida, LLC for the Professional Engineering Services for Brickyard Road Gravity Design in the amount of \$162,196.00.

RECOMMENDATION

City Staff recommend approval of the Professional Engineering Services Agreement with Mott MacDonald Florida, LLC.

ATTACHMENTS

1. Agreement

2. Proposal Letter





City of Chipley  
1442 Jackson Avenue  
Chipley, Florida 32428

**Your Reference**  
RFP No 2025-04  
Professional Engineering  
Services for a RIF Grant

**Our Reference**  
Chipley Brickyard Road  
Gravity Main

Mott MacDonald  
1022 West 23rd Street  
Suite 680  
Panama City  
FL 32405  
United States of America

T +1 (850) 763 9393  
mottmac.com

## **Proposal for Brickyard Road Gravity Main**

July 1st, 2025

Ms. Tanner,

Thank you for the opportunity to submit this proposal to assist the City of Chipley in designing new sanitary sewer infrastructure for Brickyard Road. Based on our understanding of the services requested our scope of work would include the following:

- A. Prepare Plans and Specifications (30%, 60%, 90%, Bid) for the Brickyard Road Gravity Main project and assist in obtaining required permits.
- B. Prepare Bid Documents, assist in receiving bids and make recommendations on qualified bidder for project award.

A more detailed scope of work can be found in Exhibit A of the attached contract for professional services.

Mott MacDonald can provide the described engineering services for a lump sum fee of \$162,196.00. An additional breakdown of fee can be found in Exhibit A of the attached contract for professional services.

This proposal does not include any permit application fees or project bid advertisement fees.

We look forward to providing professional engineering services on this project. We will strive to provide you with timely and quality service. Should you have any questions or require additional information, please don't hesitate to call.

Sincerely,

Mott MacDonald

A handwritten signature in blue ink that reads "Billy R. Perry". The signature is fluid and cursive, with the first name "Billy" and last name "Perry" clearly legible.

Billy R. Perry, P.E., S.I.  
Senior Vice President  
billy.perry@mottmac.com

100721

## AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ ("Effective Date"), by and between **CITY OF CHIPLEY** ("CLIENT"), a Municipality of the State of Florida, having offices at 1442 Jackson Avenue, Chipley, FL 32428 and **MOTT MACDONALD FLORIDA, LLC** ("ENGINEER"), a Florida limited liability company, having offices at 1022 West 23<sup>rd</sup> Street, Panama City, FL 32405. CLIENT and ENGINEER are collectively referred to as the "Parties" or individually as a "Party".

WHEREAS, CLIENT desires to retain ENGINEER for the purposes of proceeding with professional services; and

WHEREAS, CLIENT and the ENGINEER wish to enter into an Agreement to set forth the terms and conditions under which ENGINEER will provide professional services to CLIENT on the Project (as defined herein);

NOW, THEREFORE, in consideration of the covenants herein contained, the Parties hereto agree as follows:

### 1. DEFINITIONS

For purposes of this Agreement, the following defined terms shall have the meanings set forth in this Article 1.

- (a) "Agreement" means this Agreement together with all other addenda attached hereto from time to time constitute the Agreement. All article and section numbers used herein refer to articles and sections of this Agreement unless otherwise specifically stated.
- (b) "Scope of Work" or "Services" or "Work" means those services described in the Exhibit A.
- (c) "CLIENT" means the entity noted in the opening paragraph to this Agreement.
- (d) "Project" means **City of Chipley Brickyard Road Gravity Design**

### 2. SCOPE OF WORK

- (a) Subject to the terms and conditions of this Agreement, CLIENT engages ENGINEER to perform, and ENGINEER agrees to perform, the Services to be described in Exhibit A, attached to this Agreement, and made a part hereof. Services not expressly provided for in the Scope of Work are excluded from the scope of work and ENGINEER assumes no duty to perform such services. **ENGINEER'S SERVICES SHALL NOT BE SUBJECT TO ANY EXPRESS OR IMPLIED WARRANTIES WHATSOEVER NOR SHALL IT BE SUBJECT TO ANY FITNESS FOR PURPOSE WARRANTIES, PERFORMANCE STANDARDS OR GUARANTEES OF ANY KIND.**
- (b) The Services performed by ENGINEER be in a manner consistent with that level of care and skill ordinarily exercised by other professional consulting firms providing similar services under similar circumstances at the time, and in the general vicinity where, the services are performed (the "Standard of Care").

### 3. COMMENCEMENT OF AND CHANGES IN THE WORK

- (a) ENGINEER will initiate the tasks as set forth in the Exhibit A upon receipt of a fully executed Agreement from the CLIENT. ENGINEER and the CLIENT may at any time, by mutual written agreement, make changes within the general scope of this Agreement by additions, alterations, deviations, or omissions from this Agreement.
- (b) If such changes cause an increase or decrease in ENGINEER's cost of or time required for the performance of this Agreement, or if ENGINEER, in the performance of the services, encounters conditions differing materially from those anticipated under this Agreement or beyond what could reasonably have been anticipated by an experienced professional in work of the nature involved, ENGINEER shall be entitled to an equitable adjustment in the compensation and performance time of this Agreement.
- (c) If, in the performance of its services, ENGINEER encounters hazardous materials, or pollutants that pose unanticipated risks, the Scope of Work and ENGINEER's compensation and time of performance will be reconsidered and this Agreement shall immediately become subject to renegotiation or termination, at ENGINEER's option. In the event that this Agreement is so terminated, ENGINEER shall be paid for its fees and charges incurred to the date of such termination, including, if applicable, any additional fees or charges incurred in demobilizing.
- (d) It is recognized that other contractors may be retained separately by the CLIENT for the Project (including but not limited to geological, drilling and laboratory contractors) who may provide inputs to the Project to be utilized by ENGINEER. ENGINEER shall have the right to rely upon the timely receipt, correctness and completeness of said inputs. ENGINEER shall not be responsible for the acts, errors or omissions of any remediation action contractors or other contractors working for the CLIENT on the Project.
- (e) ENGINEER shall not have the authority to control the work of contractors retained by the CLIENT and ENGINEER shall not have any responsibility for the means, methods, sequences, procedures or techniques used on the Project, for site safety, or for the use of safe construction practices by such contractors, such responsibilities resting solely with CLIENT's other contractors or parties other than ENGINEER.
- (f) ENGINEER shall not be held responsible for damages or delays in performance (and the direct or indirect costs or consequences arising from such delays) caused or arising in whole or in part from force majeure or other events beyond ENGINEER's reasonable control and to the extent ENGINEER is impacted by the same, then ENGINEER shall be entitled to an equitable adjustment of this Agreement. For purposes of this Agreement force majeure shall include, but not be limited to, adverse weather conditions, changes in law, floods, epidemics, war, riot, strikes, lockouts and other industrial disturbances, accidents, sabotage, fire, terroristic acts, loss of permits, breakdown of machinery, failure to obtain permits, court orders, acts of God, acts, orders, laws or regulations of any government agency and unavoidable delays in the receipt of laboratory testing results.

#### 4. PAYMENT OF ENGINEER'S FEES

- (a) ENGINEER shall be compensated for its services on a time and materials or lump sum basis, as more particularly set forth in Exhibit A.
- (b) On or before the 30th day of each month in which the ENGINEER is performing the Services, ENGINEER shall invoice CLIENT for the Services performed through the last day of the preceding month. ENGINEER'S Invoices shall be due and payable within thirty (30) days following CLIENT's receipt of the invoice.

- (c) For Services performed on a time and materials basis, invoices shall be submitted monthly by ENGINEER to the CLIENT and shall indicate the charges due from the Hourly Rate Schedule (including, without limitation, reimbursable expenses), attached hereto as Exhibit B.
- (d) For Services performed on a lump sum basis, invoices shall be submitted monthly by ENGINEER to CLIENT and shall indicate the tasks performed and completed, on a percent completed basis (including, without limitation, reimbursable expenses), and shall include the charges due based on the percentage of completion of the services, or in accordance with a payment schedule as otherwise mutually agreed to in Exhibit A.
- (e) The CLIENT shall promptly review ENGINEER's invoices and if the CLIENT disputes any amounts invoiced the CLIENT shall give prompt written notice thereof, including the item or items disputed and the basis for the dispute. The CLIENT shall in any event pay all amounts invoiced that the CLIENT does not dispute as provided for herein. Invoiced amounts not paid within thirty (30) days of their receipt shall bear interest at the maximum amount permissible by law.
- (f) The compensation for ENGINEER's services has been agreed to in anticipation of the orderly and continuous progress of the Project through completion. If there are material modifications or changes in the extent of the Project or in the time required for ENGINEER's services, its compensation and time of performance shall be equitably adjusted.

## 5. RESPONSIBILITIES OF THE CLIENT

The CLIENT, at its own expense, will:

- (a) Provide all criteria and full information as to the CLIENT's requirements for the Project and will make available to ENGINEER all information, documents and assistance necessary or reasonably requested by ENGINEER in order to enable it to perform the Services in a timely manner, all of which ENGINEER shall be entitled to rely upon without independent verification.
- (b) Make decisions, provide approvals and obtain all necessary authorizations, licenses and permits required in order to permit the timely performance of the Services, notify ENGINEER if it becomes aware of any matter that may change the scope, timing, order or complexity of the Services, and act reasonably, professionally and in good faith in all respects in connection with the Agreement.
- (c) Upon request by ENGINEER, furnish ENGINEER with copies of all existing data, reports, surveys, plans and other materials and information, within the possession of the CLIENT, required for the Project, all of which ENGINEER may use and rely upon in performing its services under this Agreement.
- (d) Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform its services.
- (e) Be responsible for locating existing underground or covered site utilities, pipelines, tanks and other structures prior to the installation of borings, wells or excavations and be responsible for all claims, liabilities and damages resulting from the failure to accurately to locate same. CLIENT shall review all boring, well and excavation locations prior to installation and shall direct that they be relocated if any conflict exists with any underground utilities, tanks or other structures.
- (f) Provide a description of activities which were conducted at the site at any time by the CLIENT or by any person or entity which would relate to the services and identify by name, quantity, location and date any releases of hazardous substances or pollutants.



- (g) Give prompt written notice to ENGINEER whenever the CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services or any alleged defect in ENGINEER's services.
- (h) Designate an individual or individuals to act as the CLIENT's representative(s) with respect to the services to be rendered under this Agreement. Said individual(s) shall each have complete authority to transmit instructions, receive information and interpret and define the CLIENT's requirements, decisions, policies, drawings, plans, surveys, data and reports.
- (i) To the extent required by law, promptly report all regulated conditions, including, without limitation, the discovery of releases of hazardous substances at the site to the appropriate authorities in accordance with applicable law.
- (j) Assume responsibility for unavoidable damage or alteration to the site caused by ENGINEER's services.
- (k) Assume responsibility for personal injuries and property damage caused by ENGINEER's interference with subterranean structures such as pipes, tanks and utility lines that are not disclosed to or are not accurately disclosed to ENGINEER by the CLIENT in advance.
- (l) CLIENT shall be solely responsible for the health, safety and welfare of its employees and agents and others with regard to the Work, and shall strictly comply with all health and safety rules, including but not limited to ENGINEER's Injury, Illness and Prevention Program or applicable guidance which may be provided by ENGINEER, and all other applicable rules, regulations and guidance required by ENGINEER, CLIENT or applicable government agencies relating to the Work. CLIENT is solely responsible for establishing and enforcing any additional requirements that CLIENT deems necessary to protect its employees, ENGINEER's employees, and any other persons entering the site for purposes relating to CLIENT's operations

## 6. INSURANCE

So long as ENGINEER is performing Services under this Agreement, ENGINEER shall maintain insurance coverages in forms and limits as set forth below:

- a. Statutory Worker's Compensation and Employer's Liability Insurance, with limits of \$1,000,000.
- b. Commercial General Liability Insurance in the amount of \$1,000,000 bodily injury and property damage, combined aggregate limit, with "XCU" exclusions removed.
- c. Comprehensive Automobile Liability Insurance for owned, hired and non-owned motor vehicles with limits of \$1,000,000 bodily injury and property damage, combined aggregate limit.
- d. Professional Liability insurance in an amount of \$1,000,000 per claim and annual aggregate.

## 7. INDEMNIFICATION

- (a) ENGINEER agrees to indemnify, save and hold harmless CLIENT from and against all claims, demands, suits, judgments, liabilities, costs and reasonable attorney fees, to the extent caused by the negligent acts, errors or omissions in the performance of the Services provided hereunder.
- (b) CLIENT agrees to indemnify, save and hold harmless ENGINEER from and against all claims, demands, suits, judgments, liabilities, costs and reasonably attorney fees, to the extent caused by the negligent acts, errors or omissions of the CLIENT, in the performance of their services or obligations under this Agreement.

(c) In addition to (b) above, CLIENT shall indemnify, defend and hold harmless ENGINEER from and against all losses, claims, expenses and damages in whole or in part arising or resulting from or in connection with substances or wastes found or identified at work sites (including, without limitation claims and liabilities arising from statutes such as RCRA, CERCLA, SARA, or any other federal or state statutes) and including but not limited to losses, claims, expenses and damages which arise in whole or in part out of or are related to, or are based upon, the actual, alleged or threatened dispersal, discharge, escape, release or saturation of smoke, vapor, soot, fumes, acids, alkalis, toxic chemicals, wastes, solids, liquids, gases, thermal irritants or contaminants, hazardous, toxic residual or special wastes, materials or substances nuclear material, asbestos material, or any other material, irritant, contaminant or pollutant in or into the atmosphere, or on, onto, upon in or into the surface or subsurface (a) soils, (b) water or watercourses, (c) objects, or (d) any tangible or intangible matter, whether sudden or not.

#### 8. WAIVER OF CONSEQUENTIAL DAMAGES

The Parties waive their rights to any and all claims against each other for incidental, special, indirect or consequential damages of any nature whatsoever, including but not limited to loss of use, lost profits, economic loss, delay, liquated damages or business interruption type damages arising out of or in any way related to the Services or Work, from any cause or causes, including but not limited to joint and several liability or strict liability and whether arising in contract, warranty, tort, negligence (including strict liability) or otherwise and no matter how claimed, computed or characterized.

#### 9. LIMITATION OF LIABILITY

CLIENT and ENGINEER have evaluated the risks and rewards associated with the services to be performed under this Agreement, including ENGINEER's fee relative to the risks assumed, and agree to allocate certain of the risks as set forth herein. Accordingly, to the fullest extent permitted by law, the total aggregate liability of ENGINEER (and its related corporations, subconsultants, and employees) to CLIENT is limited to the professional fees actually paid to ENGINEER for Services provided under this Agreement, for any and all injuries, damages, claims, losses, or expenses (including attorney and expert fees) arising out of ENGINEER's services under this Agreement, regardless of cause(s) or the theory of liability, including negligence, indemnity, or other recovery.

#### 10. DEFAULT/TERMINATION

In the event of a material breach of this Agreement by either Party and provided that the non-breaching Party is not in material breach hereunder and has given written notice to the other Party specifying (i) its material breach and (ii) the non-breaching Party's intent to terminate this Agreement, all at least ten (10) calendar days before the proposed date of termination, and the breaching Party has failed to correct the material breach within said ten (10) calendar days, or prepared a plan reasonably designed to cure the default if said cure is not possible within said ten (10) day period, then this Agreement shall be terminated on the date set forth in such notice. If the breaching Party cures its breach at any time prior to the proposed date of the termination, the termination notice shall be deemed withdrawn and be of no force or effect. Notwithstanding anything herein to the contrary, CLIENT may terminate this Agreement at any time, for any or no reason, upon written notice to ENGINEER; provided however that any such termination by CLIENT shall not relieve CLIENT of its obligation to pay for services or materials provided by ENGINEER in accordance with the terms of the Agreement prior to termination.

#### 11. TIME FOR PERFORMANCE

Subject to the Standard of Care, ENGINEER shall complete its performance of the Services in conformity with the time limitations, if any, set forth in Exhibit A.

#### 12. NOTICES

(a) All Notices, instructions and other communications, other than a formal notice of default, required or permitted to be given hereunder shall be in writing and shall be delivered via facsimile transmission or mailed by first class mail, as follows:

If to ENGINEER:

MOTT MacDONALD, LLC  
1022 West 23<sup>rd</sup> Street, Suite 680  
Panama City, FL 32405  
Attention: Billy R. Perry  
Phone: (850)763-9393

If to CLIENT:

CITY OF CHIPLEY  
1442 Jackson Ave  
Chipley, FL 32428  
Attention:  
Phone:

With a copy to:

MOTT MacDONALD, LLC  
111 Wood Avenue South  
Iselin, New Jersey 08830-4112  
Attention: General Counsel  
Phone: 973-379-3400

(b) Either CLIENT or ENGINEER may change the address to which communications to it are to be directed, by giving written notice to the other in the manner provided in this Section 12(a).

13. GENERAL

- (a) Executed Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but the several counterparts shall constitute but one and the same instrument.
- (b) Entire Agreement. This Agreement sets forth the entire agreement and understanding of CLIENT and ENGINEER in respect of the transactions contemplated hereby and supersedes all prior agreements, arrangements and understandings relating thereto. No representation, promise, inducement or statement of intention has been made by either CLIENT or ENGINEER which is not embodied in this Agreement.
- (c) Governing Law. This Agreement will be interpreted and construed in accordance with the internal laws of the State where the Project is located without regard to choice-of-law principles that would require the application of the laws of a jurisdiction other than such State. Unless otherwise prohibited by law CLIENT and ENGINEER waive their right to a trial by jury in any litigation resulting from this Agreement.
- (d) Third Parties. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the CLIENT and ENGINEER. ENGINEER's Work Product may not be used or relied upon by any other person without ENGINEER's express written consent. CLIENT agrees and acknowledges that any and all reports, studies, documents or other material prepared by ENGINEER under this Agreement ("Work Product") are prepared for the sole and exclusive benefit of CLIENT, and not for any third party, including but not limited to any potential investor, financing entity, or purchaser of any of CLIENT's projects ("Third Party"). CLIENT acknowledges and agrees that Work Product may not be provided to, assigned to, or relied upon by any Third Party for the purpose of raising finances or making an investment decision, or enhancing or maintaining a credit rating, whether under a primary financing, secondary financing, re-financing, equity investment or similar financing. In the event that CLIENT desires to have a Third

Party rely on Work Product, CLIENT acknowledges and agrees that such circumstances may require the execution of a modification to this Agreement or execution of a separate form of agreement meeting ENGINEER’s required terms and conditions applicable to such circumstances. Any Work Product may also include a disclaimer providing notice of the limitations on the use and distribution of such Work Product.

- (e) Ownership of Documents. All design documents, intellectual property, materials or other work product resulting from the Services, including drawings, specifications, calculations, maps, reports, photographs, samples and other documents (hereinafter “Documents”) are instruments of service, and ENGINEER shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed. CLIENT may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. ENGINEER grants CLIENT a limited license to use the Documents only on the Project for which they were prepared, subject to receipt by ENGINEER of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) CLIENT acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by ENGINEER, or for use or reuse by CLIENT or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by ENGINEER; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at the CLIENT’s sole risk and without liability or legal exposure to ENGINEER or to its officers, directors, members, partners, agents, employees, and ENGINEERS; and (3) such limited license to CLIENT shall not create any rights in third parties.
  
- (f) Severability. The invalidity of any provision or unenforceability thereof shall not affect the validity or enforceability of any other provisions hereof.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective officers thereunto duly authorized on the day and year first above written.

ATTEST:

\_\_\_\_\_

MOTT MacDONALD FLORIDA, LLC

By \_\_\_\_\_

Billy R. Perry – Senior Vice President

Dated \_\_\_\_\_

ATTEST:

\_\_\_\_\_

CITY OF CHIPLEY

By \_\_\_\_\_

\_\_\_\_\_

Type or Print Name and Title

Dated \_\_\_\_\_

## **EXHIBIT A**

### **SCOPE OF SERVICES & COMPENSATION**

#### **SPECIFIC PROJECT DESCRIPTION:**

The Brickyard Road Gravity project involves design of new sanitary sewer infrastructure along Brickyard Road from Hwy 77 to Kirkland Road in Chipley, Florida. This will involve design of approximately 5,300 LF of 8" PVC gravity line along with 200 LF jack and bore crossing of State Highway 77. This project will also address abandoning the existing forcemain along Brickyard Road and incorporating the services into the new gravity system. FDOT and FDEP permits will be required.

#### **SCOPE OF SERVICES:**

ENGINEER will perform the following general services:

- Prepare Plans and Specifications for the Brickyard Gravity project and assist in obtaining required permits.
- Prepare Bid Documents, assist in receiving bids and make recommendations on qualified bidder for project award.

##### **A. Preliminary Design and Coordination Services**

Mott MacDonald (MM) shall meet with the City of Chipley (City) as needed during the design and bidding in order to make the project successful. MM will coordinate with all necessary subconsultants and City staff as needed. MM will also coordinate with any applicable third party utility owners regarding any third party utilities. MM will submit all documents to the City for review and approval.

##### **B. Survey**

Mott MacDonald will utilize Seaside Engineering And Surveying, LLC to obtain the needed survey. Mott MacDonald will coordinate all necessary surveying required for the design including all above grade and readily identifiable below grade utilities, improvements, inlet tops and inverts, manhole tops and inverts, and any other items pertaining to the requirements of this project with the City and the performer of the survey work.

##### **C. Geotechnical**

Mott MacDonald will utilize Southern Earth and Sciences to obtain the needed geotechnical information. Mott MacDonald will coordinate all necessary geotechnical services required for the design including all boring, soil testing, and any other items pertaining to the requirements of this project with the City and the performer of the survey work.

##### **D. Design Services**

Mott MacDonald shall design the proposed Brickyard Road Gravity project. All designs will follow any identified City of Chipley Water & Sewer standards for infrastructure and utilities. MM shall provide plans, details, specifications, and contract documents to the City for review. MM will submit 30%, 60%, 90%, and 100% plans to the City for review and approval. MM will provide plans and specifications for submission to FDEP and FDOT for construction permitting.

##### **E. Bidding Services**

Mott MacDonald will provide bidding assistance to the City of Chipley including maintaining plan holders lists, providing responses to plan holder questions, developing addenda, attending Prebid and Bid Opening Meetings and developing conformed drawing incorporating all changes made during the bid process.



## **DELIVERABLES**

The following review deliverables for contract plans & specifications shall be as follows:

### **30% - Review of Contract Plans & Specifications Submittal**

- A. During the 30% design development phase, the Mott MacDonald team will focus on refining the project scope, establishing the final design criteria for each component of the new Brickyard Road Gravity and summarize the result. The results of this phase will yield a deliverable that updates the originally envisioned scope and incorporates:
  - 1. Summary of design flows and loads that will be used for upgrade and future planning.
  - 2. Overall aerial site plan (not based on survey data) showing anticipated improvements; survey will be in progress.
  - 3. Develop alignment for project
  - 4. Develop basic linework for utilities.
  - 5. Opinion of probable construction cost (OPCC) to Class 4 level
  - 6. Chipley Water and Sewer Standards itemized, if available from Chipley, otherwise Mott MacDonald Standards will be utilized.
  - 7. List of anticipated permits
  - 8. Utility Coordination

### **60% - Review of 60% Contract Plans & Specifications Submittal**

- B. During the 60% design development phase, the Mott MacDonald team will focus on refining the project scope, establishing the final design criteria for each component of the new Brickyard Road Gravity and summarize the result. The results of this phase will yield a deliverable that updates the originally envisioned scope and incorporates:
  - 1. Continuation of all items listed in the 30% review.
  - 2. Finalize alignment (both horizontal and vertical)
  - 3. Initial Sewer sizing with Plan and Profiles
  - 4. Initial Forcemain abandonment Plans
  - 5. Initial signing, striping and marking sheets
  - 6. Initial Utility Adjustment Plan
  - 7. Initial Standard Details
  - 8. Draft Technical Specifications

### **90% - Final Design Development Submittal**

- A. Upon approval of the 60% Deliverable, Mott MacDonald will proceed immediately into the final design development stage. Design documents will include generally the following:
  - 1. **Plans**
    - a. Finalize Sewer Plans and Profiles
    - b. Finalize Signing/marketing plan
    - c. Finalize Utility Adjustment plans
    - d. Finalize Traffic Control Plans / MOT
  - 2. **Specifications**
    - a. Finalize specifications.
      - a. MM will prepare design drawings and technical specifications for Chipley's review. Technical specifications for specific products or material will be developed.
      - b. MM will provide a Class 2 opinion of probable construction cost.
  - 3. **Permitting**
    - a. FDEP Permitting
      - c. MM shall provide and submit all plans and specifications required for FDEP wastewater permitting.

- d. Scope does not include wetland resource permitting. Should this become necessary it can be handled on a time and materials basis. The City shall be responsible for all permitting fees.
  - e. MM will provide a Class 2 opinion of probable construction cost.
- 4. **Review and QA/QC**
  - a. Mott MacDonald’s technical experts will provide a QA/QC and constructability review of the drawings and specifications for technical accuracy.
  - b. A review meeting to discuss Chipley’s comments will be held.

**100% Contract Plans & Specifications Submittal**

- A. Upon approval of the 90 percent drawings, Mott MacDonald will finalize any remaining outstanding items and prepare the bid sets.
- B. Submittal Schedule
  - 1. MM shall develop a schedule in coordination and mutual agreement with the City of Chipley.

**Bidding**

- A. Bidding Assistance
  - 1. MM will assist during the bid process with the following:
    - a. MM will attend one pre-bid meeting and aid Chipley in answering technical questions during the meeting.
    - b. MM will provide technical assistance during the bidding phase to answer questions submitted by the Contractors. Mott MacDonald will be responsible for any addendum issued.
    - c. MM will incorporate any addenda items into the 100 percent bid set and prepare a conformed set of drawings and specifications. Mott MacDonald will provide five copies of the conformed drawings and specifications and a PDF version of the conformed set.

**COMPENSATION:**

Fixed Price. ENGINEER's compensation shall be a fixed price (lump sum) of **\$162,196.00** to be paid as follows:

- Design Services \$155,076.00
- Bidding and Award Services \$7,120.00

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Code Enforcement Case – 566 Martin Luther King Drive

MEETING DATE	PREPARED BY
Tuesday, July 8, 2025	Patrice Tanner, City Administrator

SUMMARY

The property located at 566 Martin Luther King Drive, property owner – David Roulhac, has been accruing fines of \$50 per day since 05/03/2024. The total legal fees are \$1,921.20 and the total fines are \$40,450.00 as of May 31, 2025 for a total of \$42,371.20. Mr. David Roulhac is present to discuss his property.

RECOMMENDATION

Discussion.

ATTACHMENTS

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: FDOS Old City Hall Grant Final Report

MEETING DATE	PREPARED BY
Tuesday, July 8, 2025	Patrice Tanner, City Administrator

SUMMARY

This is the Final Report for the FDOS Old City Hall Grant. This report is a historic conditions assessment of the old Chipley City Hall. It will provide as-built architectural drawings and develop a rehabilitation plan.

RECOMMENDATION

City staff recommends approval of the FDOS Old City Hall final report.

ATTACHMENTS

- 1. Report

# Building Assessment Report

---

07/02/2025 “FINAL Submittal”  
Old Chipley City Hall





## **Building Assessment Report**

Old Chipley City Hall

### **Property Name and Location**

Old Chipley City Hall

672 5<sup>th</sup> Street

Chipley, FL 32428

### **Prepared For**

The City of Chipley

1442 Jackson Avenue

Chipley, FL 32428

### **PREPARED BY**

#### **Baker Design Build (Structural)**

219 N. Newnan Street, 2nd Floor, Jacksonville, FL 32202

#### **In Conjunction With**

#### **The Lane Group, Inc. (Architect)**

1022 Park Street, Suite 209 Jacksonville, FL 32204

#### **nMotion Engineering (MEP Engineering)**

12574 Flagler Center Blvd Suite 101, Jacksonville, FL 32258

Final Submittal – July 2, 2025

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July 2, 2025

The City of Chipley

C/O: Heather Lopez  
1442 Jackson Avenue  
Chipley, FL 32428  
[director@visitcfla.com](mailto:director@visitcfla.com)

Baker Consulting & Engineering LLC, dba, Baker Design Build (BDB) in conjunction with, The Lane Group, Inc., and nMotion Engineering is pleased to present this Building Assessment Report to you for your records for fulfilling the City of Chipley's contract to perform services related to the Division of Historical Resources grant through the State of Florida for inspection and creation of a plan for repairs and restoration of the Old Chipley City Hall, a historic structure.

We have evaluated our findings, and we present this report compiling our assessments and recommendations herein. The purpose of this assessment was to assess the structure located at 672 5<sup>th</sup> Street, Chipley, FL 32428 (Old Chipley City Hall), and develop an existing conditions plan for repair, restoration, and storm hardening of the Old Chipley City Hall.

The purpose of this assessment was not to determine if the condition of the existing building is in compliance with the FBC or the fire safety code. This assessment report is to outline our findings and develop a rehabilitation plan for repair, restoration, and storm hardening of the structure.

It should be noted that all the data contained within this report was deducted based on our observation only. No physical testing was performed, and no calculations have been made to determine the adequacy of the structural system or its compliance with accepted building code requirements. This report is to visually observe items that may



need to be addressed and repaired to ensure the on-going historical integrity of the structure.

This report does not express or imply any warranty of the structure but only addresses the condition of the portion which was included in the scope of work mentioned above. The opinions stated in the report are based on limited visual observations only. For the purposes of this report the following scale is used. Good, Fair, Poor. The photo documentation is numbered 1 – 54.

Should you need any additional information, please feel free to contact our team directly at (904) 356-8520.

Sincerely,

A handwritten signature in blue ink, appearing to read "Tamara G. Baker".

Tamara G. Baker, PE, SI, CGC, PhD

Structural Engineer

License Number 60000



## I. INTRODUCTION

Baker Design Build was contracted by Heather Lopez on behalf of The City of Chipley, Florida to perform a Condition Assessment Report of The Old Chipley City Hall located at 672 5<sup>th</sup> Street, Chipley, FL 32428.

This assessment was conducted on March 7, 2025, and included an on-site assessment of the historic structure. The purpose of this assessment was to evaluate the existing conditions of the structure and plan for the restoration of the Old Chipley City Hall by producing an existing conditions assessment report, as-built architectural drawings, and developing a preservation and rehabilitation plan with treatment recommendations for the building.

The following services were conducted during our assessment in accordance with the signed contract with The City of Chipley.

- I. Inspect for mold or other issues that may have developed since the storms due to damage
- II. Inspect electrical and other wiring throughout the entire structure to ensure that it meets all modern safety and communications standards
- III. Inspect Mechanical Systems
- IV. Development of specific work recommendations. These recommendations will include selection and rationale for the most appropriate approach to treatment (preservation, rehabilitation, restoration, or reconstruction)
- V. Prepare an existing condition survey (including exterior and interior mechanical and electrical systems, etc.)
- VI. Make recommendations for improving accessibility while maintaining the historical integrity of the structure





## II. PHYSICAL DESCRIPTION

The former City Hall Building in Chipley, Florida, at 672 5<sup>th</sup> Street, was designed in 1928 by Alvin R. Moore of Tallahassee in the Mediterranean Style. Completed in 1929, Buchanan Builders constructed the approximately 4,000 square-feet (sf) two-story, wood or masonry framed with brick veneer, diamond-shaped slate roof, and steel windows building. Parts of the building were constructed on-grade and other parts were off-grade. It is a historic structure listed on the National Register for Historic Places.

## III. ASSESSMENT & FINDINGS

### A. STRUCTURAL

Based on our visual assessment, we observed some signs of distress/settlement that included cracks in the interior plaster walls, windowsills, and finished floor. We also noted what appeared to be a water intrusion in the conference room on the second floor. When we observed the attic space at the addition, we observed the 2x sawn lumber roof framing. It was noted that the rafters did not appear to have proper hurricane ties to resist uplift. It was also unclear how the wood ledge was attached to the existing building and which indicates a lack of a continuous load path in high velocity wind conditions. Additionally, it was noted that the roof framing did not have solid blocking between rafters at the bearing points. This can lead to rotation of the roof members supporting the roof deck. When observing the attic space of the main building from the second floor, we noted several areas where water intrusion was evident. Water spots were observed in the existing lumber roof diaphragm which could lead to reduced capacity to resist high wind loads. Some of the rafters we observed appear to have water stains although it was unclear what degree of deterioration had occurred, if any. We were unable to identify if a continuous load path was present to resist uplift forces, but based on the construction of the addition, it is likely the proper hurricane ties are not present. When observing the exterior stairwell, extensive termite damage was noted in the baseboards. We were informed that the building had previously been treated for termites, and they were no



longer active.

See photos 1-54.



Photo 1



Photo 2

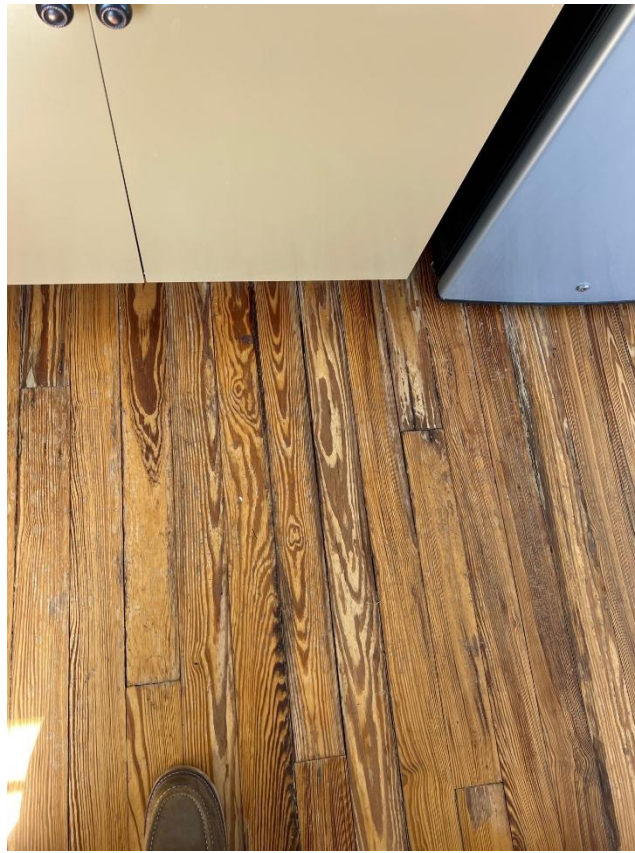


Photo 3



Photo 4

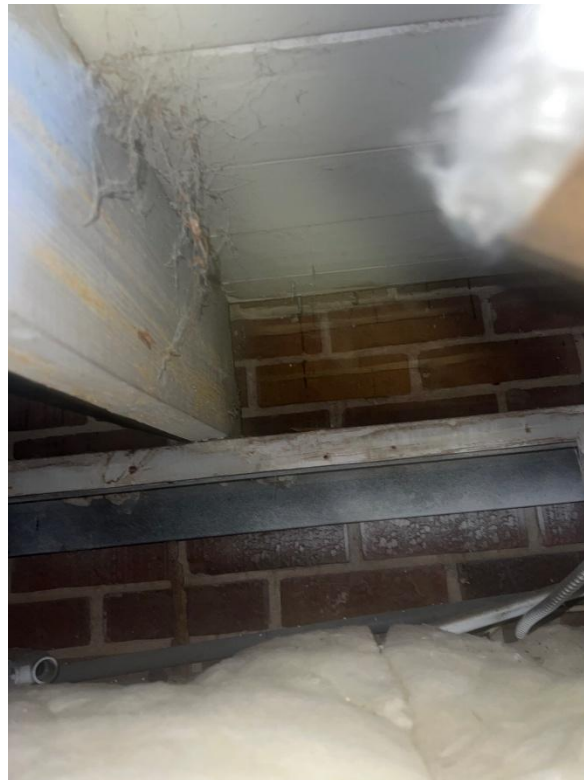


Photo 5





Photo 6



Photo 7



Photo 8





Photo 9



Photo 10



Photo 11



Photo 12





Photo 13



Photo 14



Photo 15



Photo 16





Photo 17

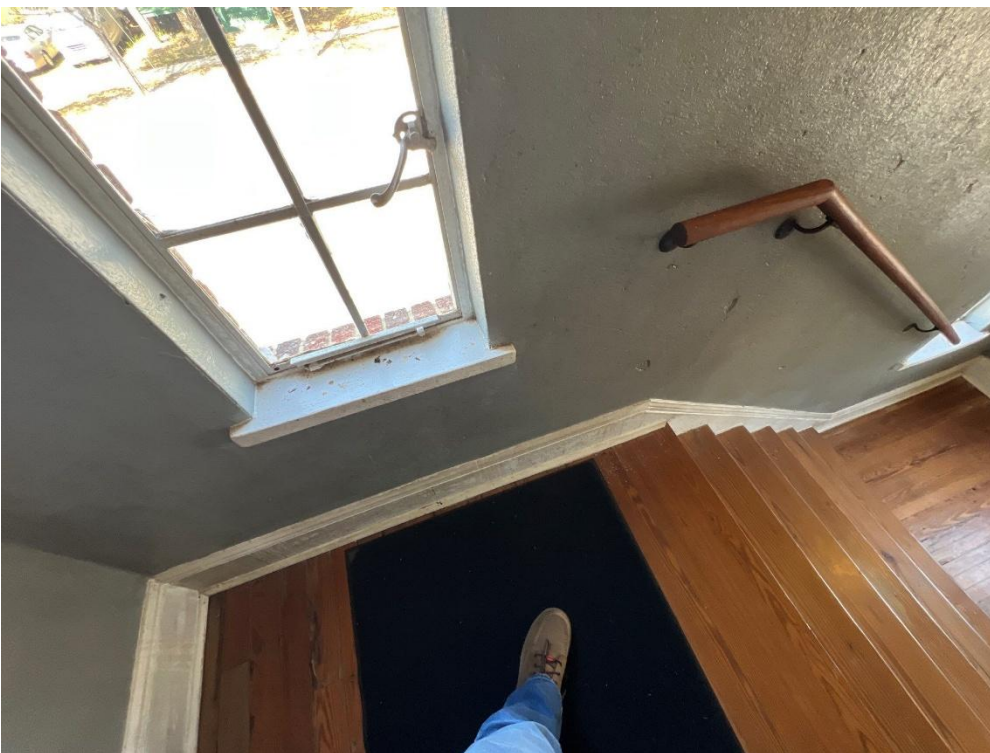


Photo 18



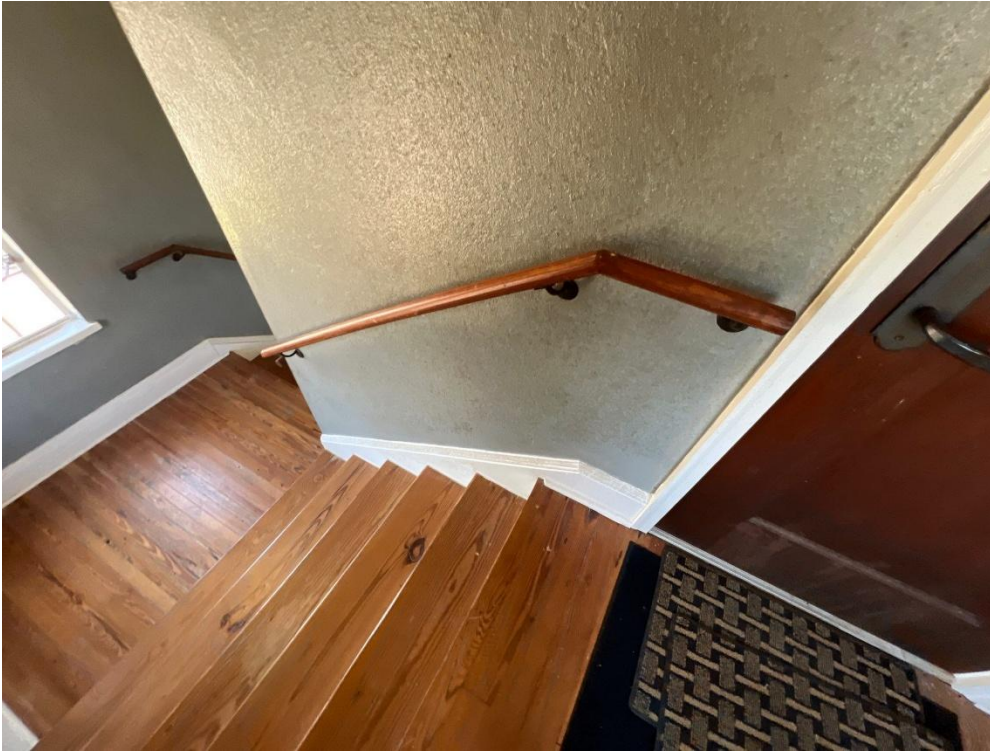


Photo 19



Photo 20



Photo 21

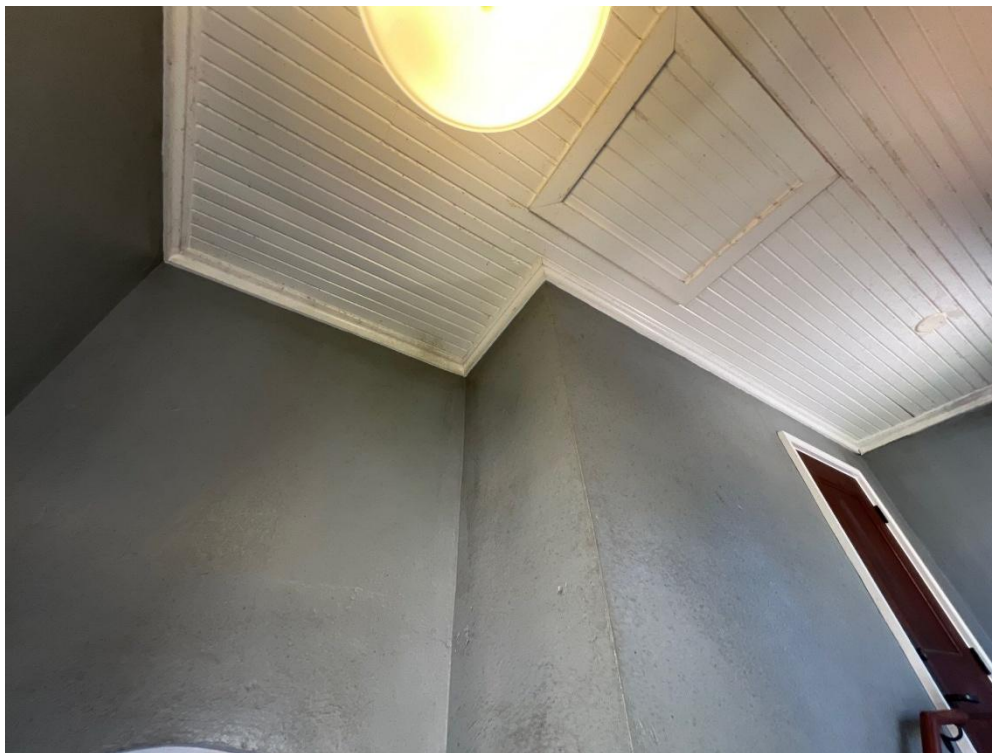


Photo 22





Photo 23

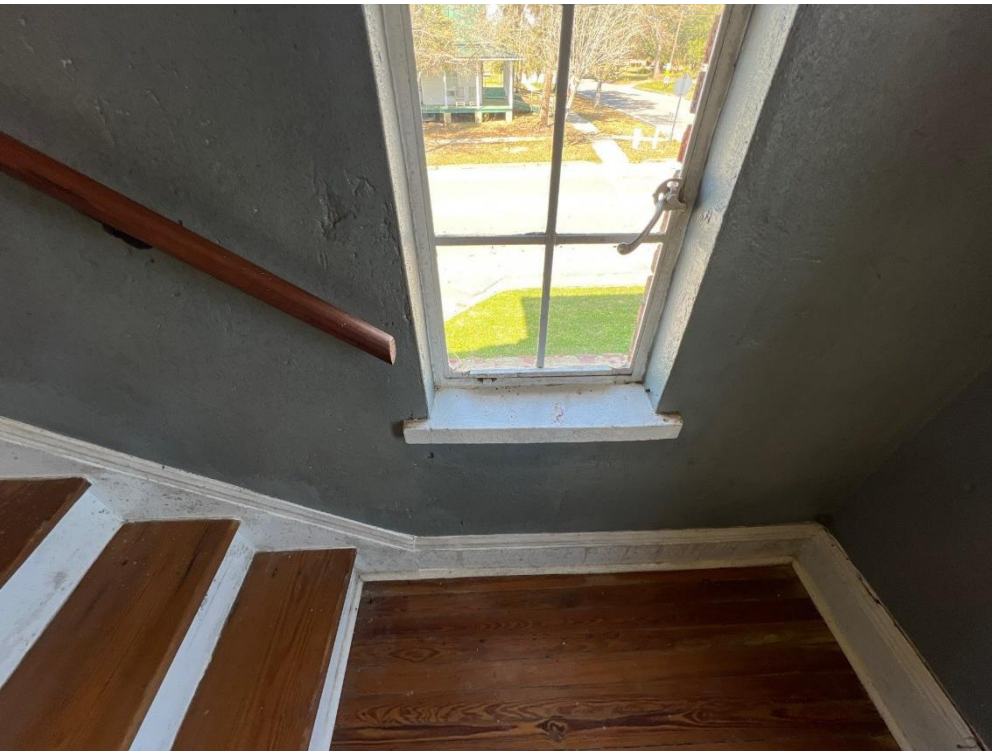


Photo 24



Photo 25



Photo 26





Photo 27



Photo 28





Photo 29

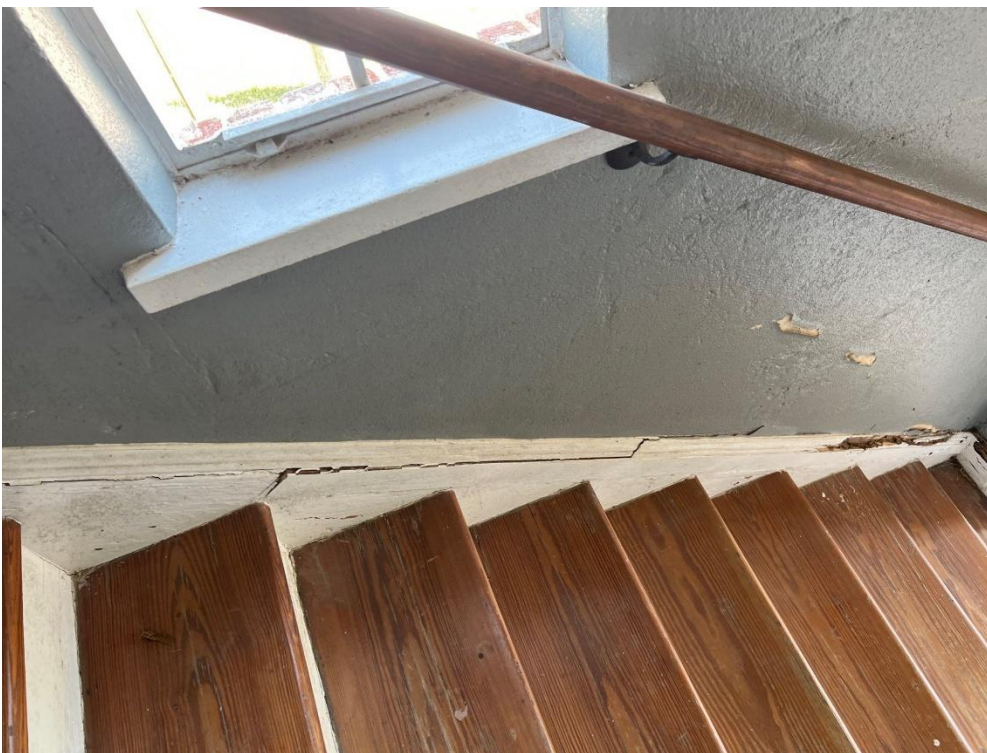


Photo 30



Photo 31



Photo 32





Photo 33



Photo 34





Photo 35



Photo 36





Photo 37



Photo 38





Photo 39



Photo 40



Photo 41





Photo 42



Photo 43





Photo 44



Photo 45





Photo 46



Photo 47



Photo 48



Photo 49



Photo 50





Photo 51



Photo 52



Photo 53



Photo 54



## CONCLUSION AND RECOMMENDATIONS

The following represents the conclusions and structural recommendations by Baker Design Build. Additional recommendations can be found in the exhibits that follow this report.

1. In many locations there are minor cracks with loss of mortar in the exterior brick. These should be repointed.
2. Remove of portions of the damaged interior finishes and observe the structural load-bearing elements.
3. Remove the area of damaged brick and reinstall new brick.
4. Many window lintels appear corroded. These should be replaced in kind with hot-dipped galvanized lintels of the same size, with a minimum 4" bearing at each side of the lintel.
5. Control joints should be part of the brick system. If not present, they should be cut every 25 ft maximum.
6. Modify existing roof framing by providing missing elements i.e. hurricane ties, blocking.
7. Remove and replace deteriorated roof framing members and portions of roof diaphragm.
8. Stair-step cracking at a corner of a building could be repointed as a short-term solution, but the foundation may need underpinning as a long-term solution if the building is settling.
9. Investigate and ensure that a continuous load path is present from roof framing down to foundation.

Many of the recommendations are specialty items that should be performed by specialty contractors with years of experience in these services and that have experience with historic structures. We recommend that you carefully review each specialty subcontractor's relevant experience.



Structurally, the building appears to be in Fair overall condition. The issues observed should be addressed in a timely manner, but do not appear to immediately pose life-safety issues to the occupants. While we recognize that the structure needs maintenance/repairs, it does not appear to be unstable.

## I. EXHIBITS

ARCHITECTURAL ADA ASSESSMENT REPORT & PLANS  
MECHANICAL & PLUMBING SYSTEM ASSESSMENT  
ELECTRICAL SYSTEM ASSESSMENT  
MOLD AND FUNGI INDOOR AIR QUALITY STUDY

## The Old Chipley City Hall ADA Assessment



### The Old Chipley City Hall

672 5<sup>th</sup> Street. Chipley, FL 32428

April 23, 2025

Prepared by:

The Lane Group, Inc.  
1022 Park Street, Suite 209, Jacksonville, FL 32204  
w: 904.355.5833 f: 904.355.5809  
[www.lanegroupinc.com](http://www.lanegroupinc.com)



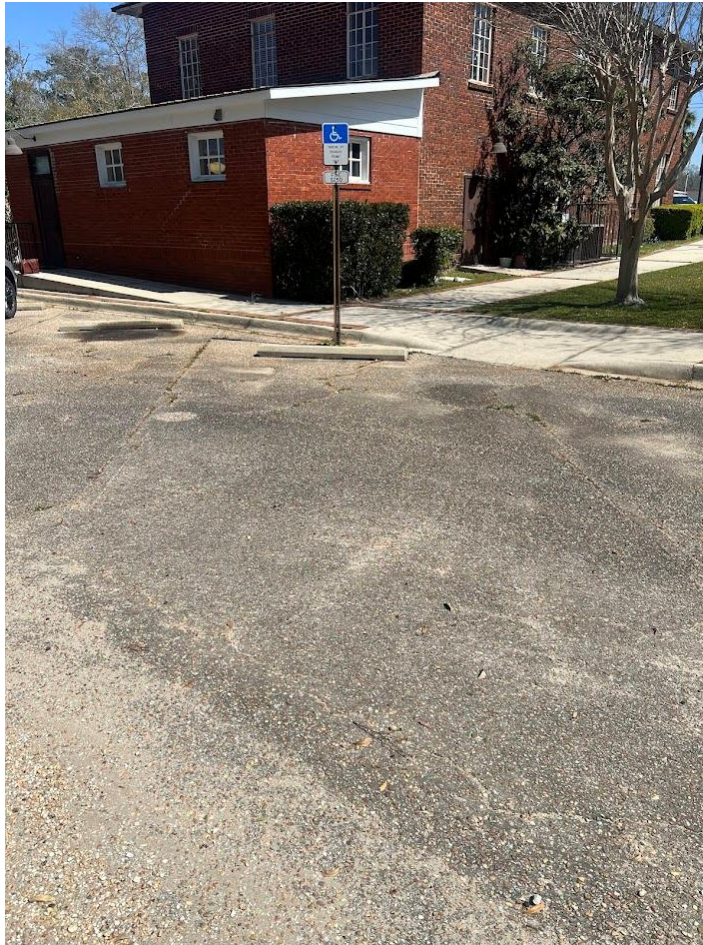
ADA Compliance Assessment

(April 23, 2025)

The Lane Group, Inc. is submitting the following assessment for the ADA Compliance of the first floor only of the Old Chipley City Hall with options/recommendations for improved accessibility. We are not including or making recommendations for vertical access to the 2<sup>nd</sup> floor of the facility due to the disproportional costs associated with suggesting an elevator be installed. The Bureau of Historic Preservation “Accessibility Requirements and Readily Achievable Barrier Removal for Historic Buildings and Facilities” was referenced during the preparation for this study. The field notes and photographs recorded during our March 7th, 2025, site visit help illustrate the existing conditions and our recommendations for compliance. Also, we are making additional recommendations to improve the use of the facility as the various agencies and services are currently utilizing it for the citizens of Washington County and the City of Chipley.

## ADA PARKING

### Re-stripping



#### Existing Conditions—

1. There is one accessible parking space located in the existing parking lot behind the building.
2. The number of Parking Spaces in the rear parking lot along Church Street and on both sides of 5<sup>th</sup> Street is (26). Therefore, (2) accessible spaces are required.

#### Recommendations —

1. Re-stripe and add the wheelchair decal to the existing parking space with the access aisle centered on the existing curb cut by FDOT Standards. See page # 4.
2. Relocate the FDOT Parking Sign to the center of the Parking Space and on to the sidewalk. See the following plan.
3. Adding another Accessible Parking Space at the front of the facility on 5<sup>th</sup> Street is recommended. See the following plan on page # 5.

## ADA PARKING

### Existing Curb Cut

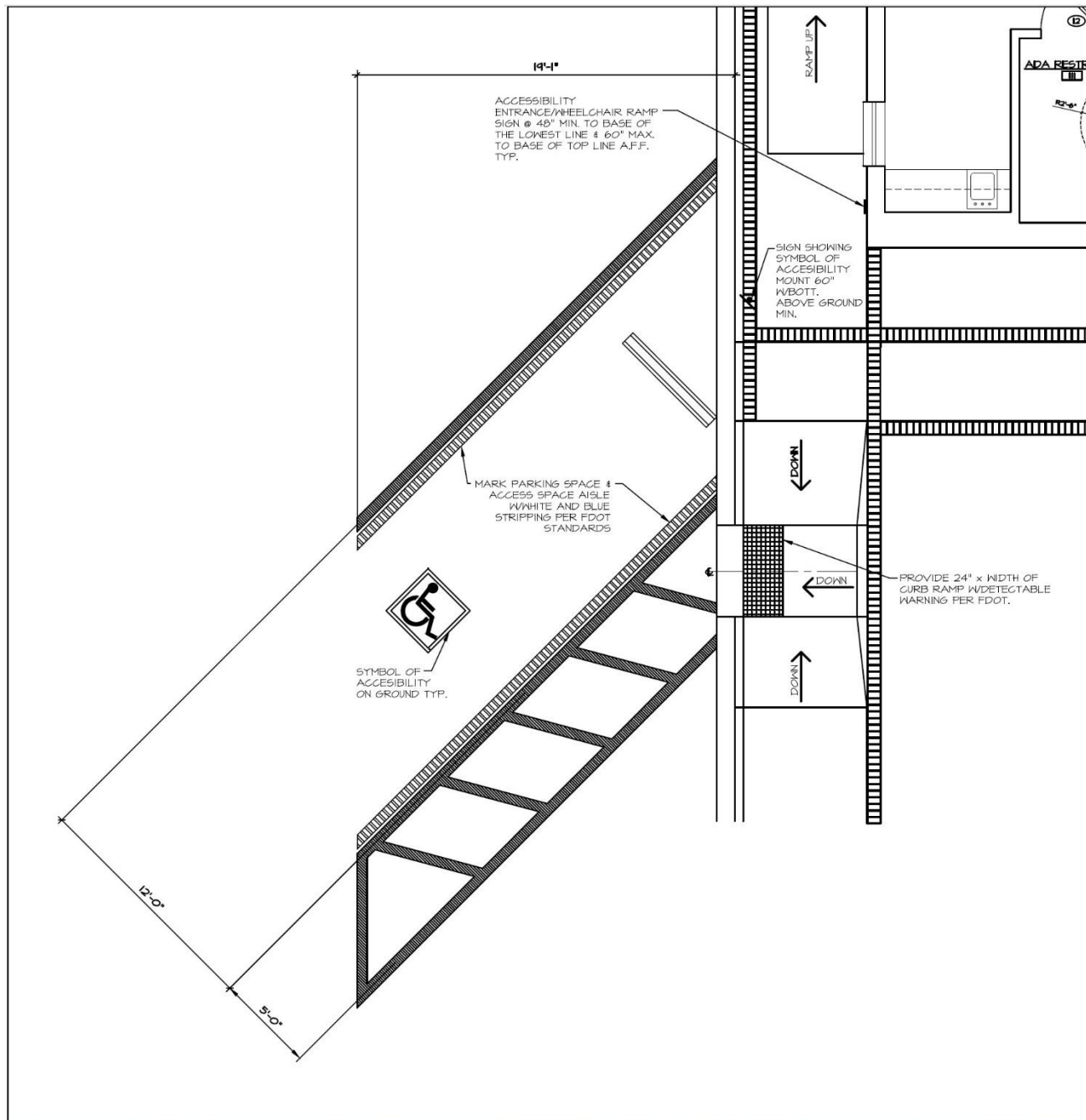


#### Existing Conditions—

1. Existing Curb Cut at rear parking.

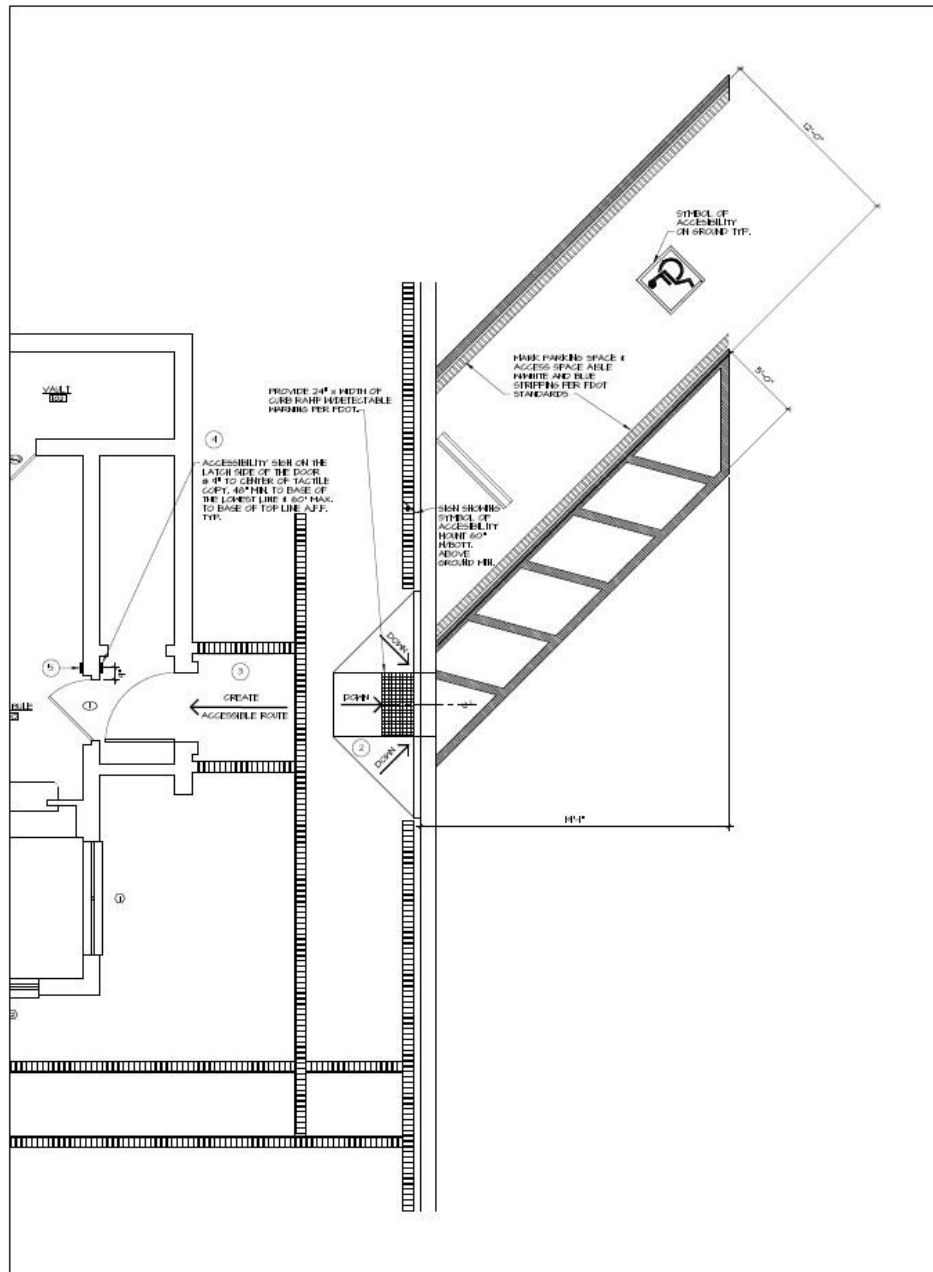
#### Recommendations —

1. Center on the curb cut and mark the accessible aisle with white diagonal striping per FDOT Standards. Set the 12-foot parking space to the left of the access aisle per the following plan.
2. Provide 24" deep by the width of the curb cut ramp detectable warning per FDOT.

**EXISTING ADA PARKING ON REAR OF BUILDING****Recommendations –**

1. Re-stripe the Accessible Parking Space and access aisle.
2. Add Accessible Route & Wheelchair Ramp Sign onto the corner of the building.



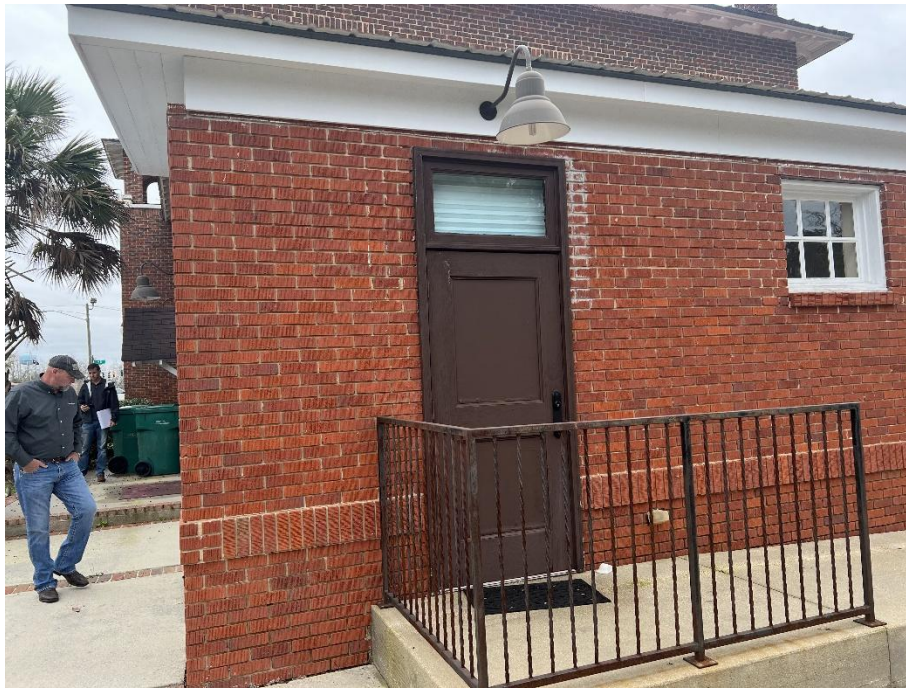
**RECOMMENDED ADA PARKING SPACE BE ADDED TO 5<sup>th</sup> STREET****Recommendations –**

1. Add an accessible standard or Van parking Space with the corresponding access aisle with white diagonal striping, accessibility ground symbol, blue stripes etc. per FDOT Standards. Locate the accessible parking space on site in the most advantageous location relative to the accessible route to the facility's front door on 5<sup>th</sup> Street.
2. Create a new curb cut to correspond to the access aisle.
3. Create an accessible route over the existing sidewalk to the front door.

Cont.

4. Add "Accessible Entrance" Sign adjacent to the latch side of the existing door @ 9" to center of tactile copy. Locate or mount 48" minimum to base of the lowest line and 60" maximum to base of top line.
5. Add "Accessible "Exit" sign adjacent to the latch side inside of the existing door. Mount 48" minimum to base of the lowest line and 60" maximum to base of top line.
6. Add a door closer and provide an ADA Compliant Threshold not exceeding  $\frac{1}{4}$ ". Adjust the door closer and door operating pressure to meet the code requirement
7. Add an accessible standard or Van parking Space with the corresponding access aisle with white diagonal striping, accessibility ground symbol, blue stripes etc. per FDOT Standards. Locate the accessible parking space on site in the most advantageous location relative to the accessible route to the facility's front door on 5<sup>th</sup> Street.
8. Create a new curb cut to correspond to the access aisle.
9. Create an accessible route over the existing sidewalk to the front door.
10. Add "Accessible Entrance" Sign adjacent to the latch side of the existing door @ 9" to center of tactile copy. Locate or mount 48" minimum to base of the lowest line and 60" maximum to base of top line.
11. Add "Accessible "Exit" sign adjacent to the latch side inside of the existing door. Mount 48" minimum to base of the lowest line and 60" maximum to base of top line.
12. Add a door closer and provide an ADA Compliant Threshold not exceeding  $\frac{1}{4}$ ". Adjust the door closer and door operating pressure to meet the code requirement

EXISTING RAILING AND ENTRY DOOR

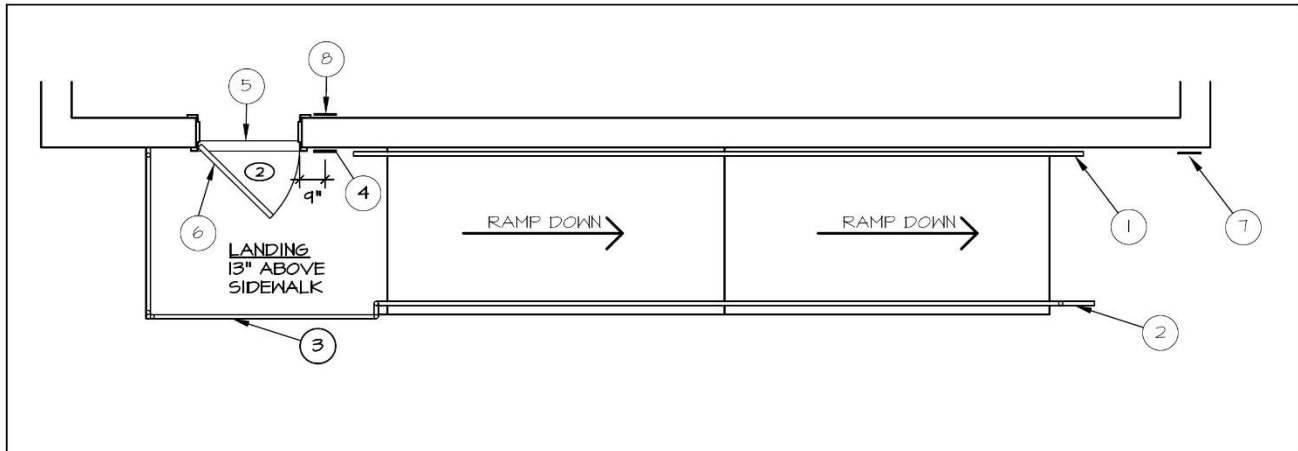


Existing Conditions –

1. Railing does not extend the full length of the Ramp.
2. Out swinging door has a round knob.
3. There is no signage to identify this entrance as an accessible entrance.

Recommendations –

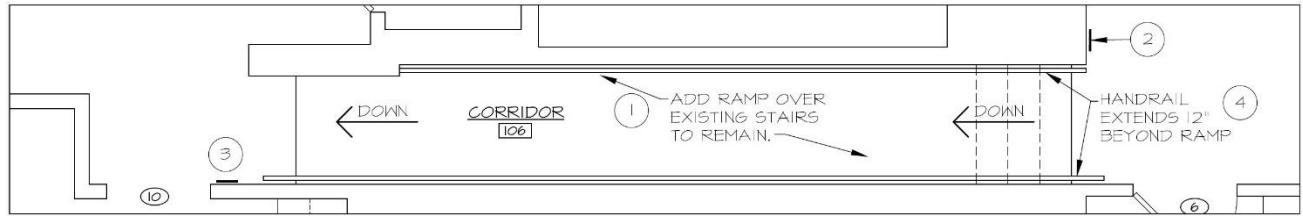
See the following page.

ADD HANDRAILS AND SIGNAGE TO EXISTING RAMPRecommendations –

1. Add Handrail to the existing Brick Wall with 12" extensions beyond the ramp at each end. The top of the rail mounted between 34" -38".
2. Add a handrail outside of the ramp with a 12" extension at the bottom beyond the ramp. Mount @ 34" – 38". The Ramp is part of the egress path and therefore must maintain a minimum of 44" wide.
3. Add Handrail on the outside vertical face of the landing to maintain the 60" clear space on top. Mount top of the rail @ 34" – 38".
4. Add "Accessible Entrance" sign on the latch side of door @ 9" to center of tactile copy. 48" minimum to base of lowest line and 60" maximum to base of top line.
5. Change threshold to meet ADA Requirements.
6. The door was locked due to damage, so we could not check the operating pressure to open it or the closer delay. Also, the round knob needs to be changed to a lever handle.
7. Add a sign "Accessible Entrance".
8. Add "Exit" sign on the latch side of door @ 9" to center of tactile copy. 48" minimum to base of lowest line and 60" maximum to base of top line.



## INTERIOR RAMP



### Recommendations –

1. Add a new wooden ramp with commercial carpet finish. The existing historic steps will remain, and the new ramp will be built over them.
2. Mount sign "Accessible Restroom Down Ramp".
3. Mount Sign "Accessible Exit Up Ramp".
4. Add Handrails on both sides, mounted between 34" – 38" above ramp. Maintain 36" minimum clear between railings.

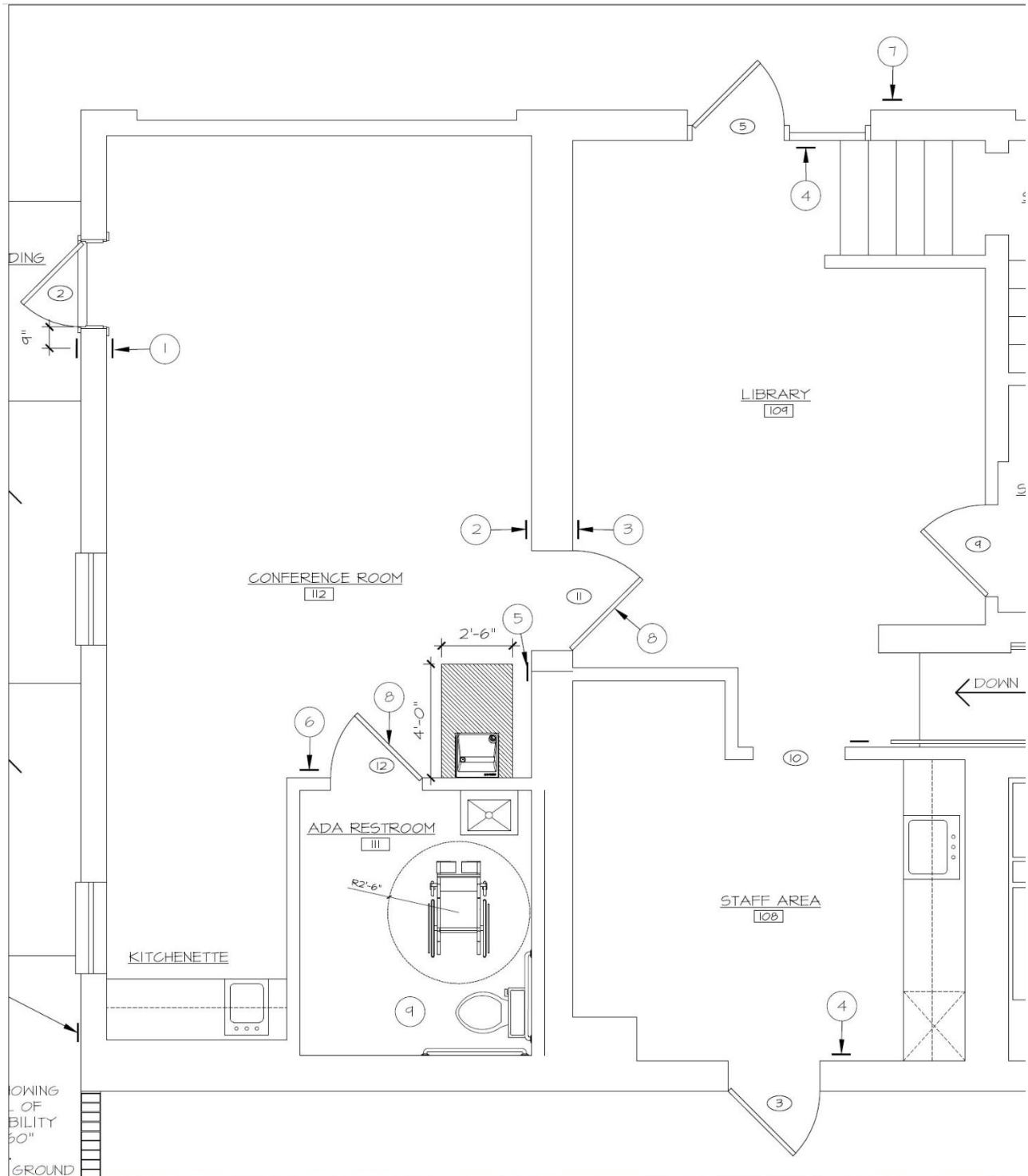
## SIGNAGE AND ADA RESTROOM

The following notes are keyed to the plan on page # 10.

1. "Accessible Exit" sign set on latch of door typical U.N.O.
2. "Accessible Entrance" Foyer.
3. "Accessible Entrance" sign for Conference Room.
4. "Not an Accessible Exit" sign.
5. "Water Fountain" sign. The existing water fountain meets ADA compliance standards.
6. "Unisex Accessible Restroom" sign.
7. "Not Accessible Entrance"
8. Change knob door handle to lever handle.
9. Regarding the existing restroom, please note the following:
  - A. Mirror is at 42" AFF, it needs to be lowered such that the bottom edge of the reflecting surface is at a maximum of 40" AFF.
  - B. Top of Lavatory is 34-1/2" AFF. The maximum height by code is 34" AFF.
  - C. Paper Towel Dispenser is at 49" AFF. It needs to be lowered to 48" AFF to the paper itself.
  - D. Soap Dispenser is at 44-1/2" to top. The maximum height by the ADA Code is 44" AFF.
  - E. The Side Grab Bar adjacent to the toilet is 3" from the corner. The grab bar needs to be mounted 12" from the corner.
  - F. The Grab Bar behind the toilet is mounted at 7" from the corner. Relocate grab bar at 6" from corner.
  - G. Toilet Paper Holder should be mounted at a height of 7" minimum to 9" maximum to the center line of the dispenser in front of the toilet. The height is 15" AFF to the bottom up to 48" AFF.

# SIGNAGE AND ADA RESTROOM

(Floor Plan-Lower Section First Floor)



ADA COMPLIANT SIGNAGE





ADA COMPLIANT SIGNAGE





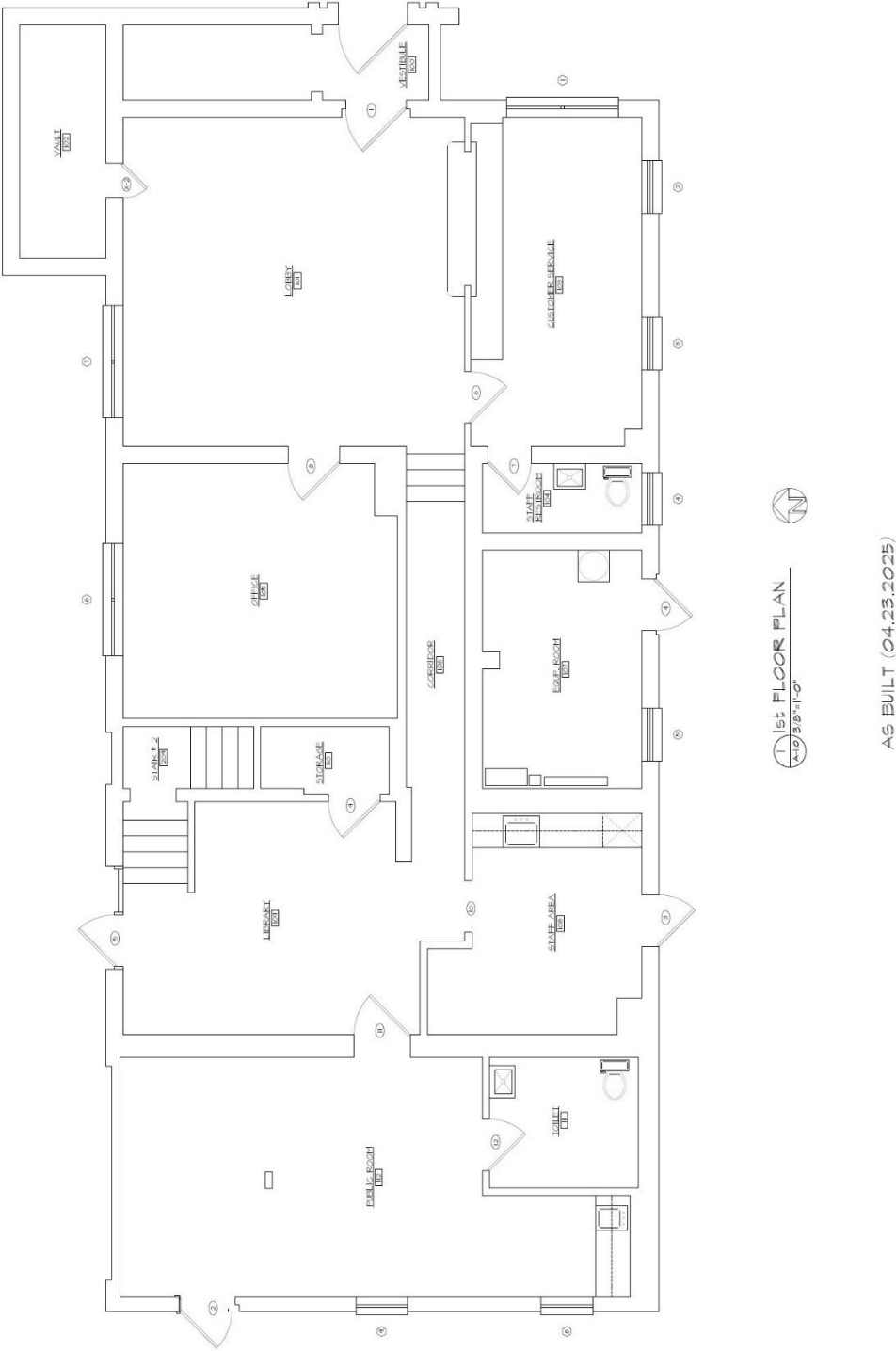
## CONCLUSION

The following recommendations are submitted to improve the facilities compliance with the ADA for the Historic Old Chipley City Hall.

1. Accessible Parking – Restripe the existing Accessible parking space in the rear of the building and add another space in the front off 5<sup>th</sup> Street. The new front accessible parking space can be a “Van” Size and can be the first space in the existing parking area close to Church Street.
2. Accessible Entrances – The existing front door off of 5<sup>th</sup> Street shall be made into an Accessible Entrance and identified with signage. The existing entrance doors threshold at the front and back of the building, shall be checked for compliance as well as adding the required door closer. The existing rear ramp and accessible entrance shall be improved with the addition of ADA signage, lever handle, correcting the threshold, and providing the proper railings on both sides of the ramp.
3. Interior Ramp – We are recommending adding an interior ramp in the corridor over the existing steps that will remain. This ramp will allow access to all the services provided on the first floor regardless which accessible entrance is utilized. The accessible restroom and (2) means of accessible egress can now be provided.
4. Signage – The addition of signage is important to improve the use and safety of visitors. We are recommending locations with signage to assist visual impaired visitors to navigate and access the services of the Historic City Hall.
5. Accessible Restroom – We have recorded several items that require minor mounting heights that need to be corrected.
6. Doors – All doors with knob handles shall be replaced with lever handles. The (2) entry doors shall be provided with accessible thresholds, door operational pressures checked and door closers operated per the code requirements. The accessible restroom door shall also have a door closer, along with the lever handles as noted above.

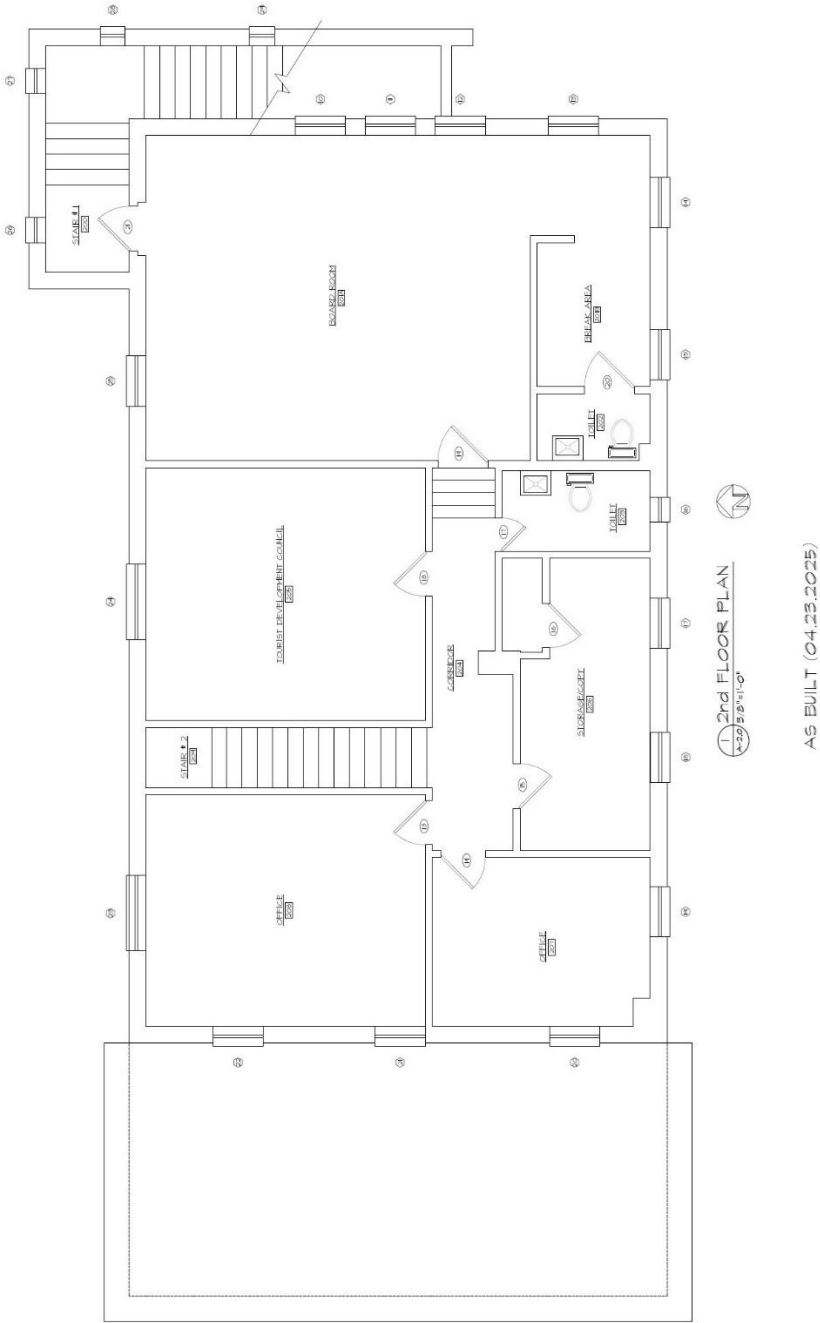
END OF REPORT

AS BUILT 1<sup>st</sup> FLOOR PLAN  
(04.23.2025)





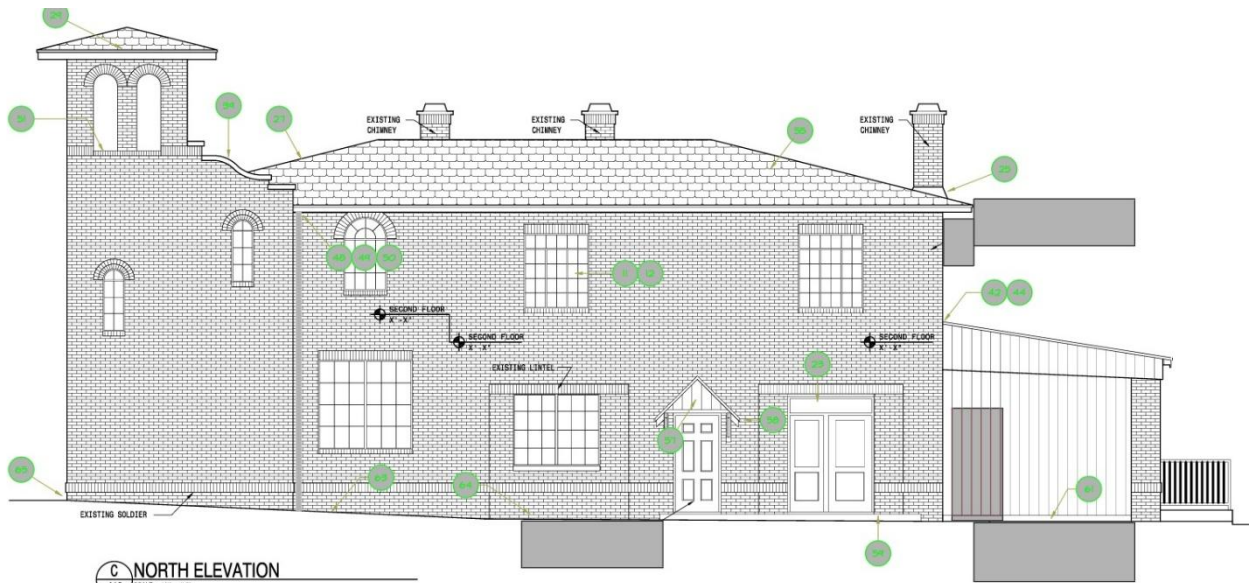
AS BUILT 2<sup>ND</sup> FLOOR PLAN  
(04.23.2025)



# The Old Chipley City Hall

Section H, Item4.

## AS BUILT NORTH AND WEST ELEVATION (04.23.2025)



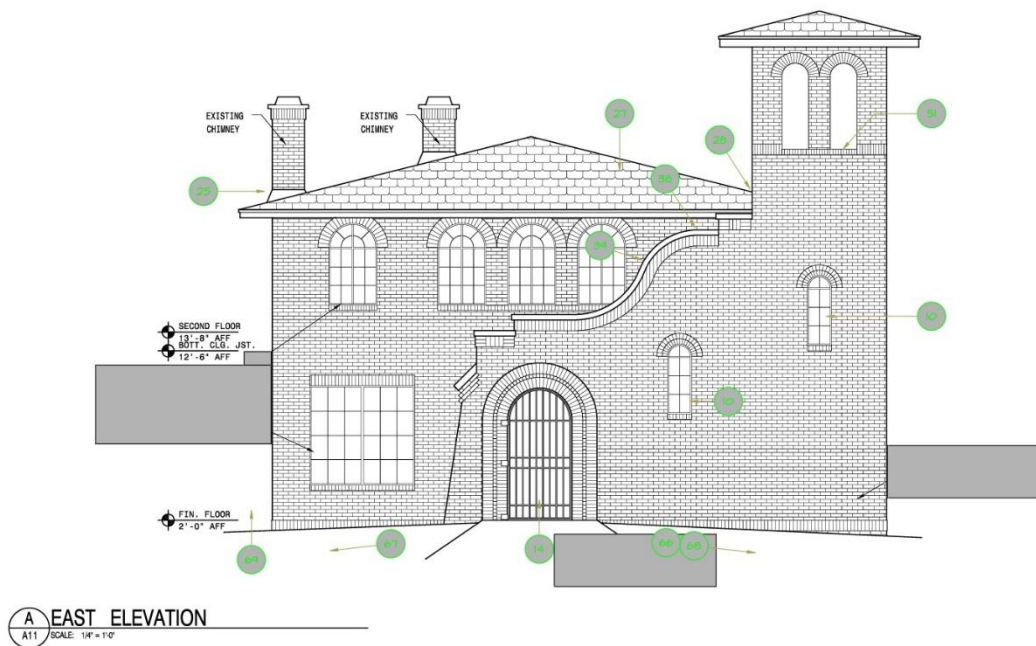
C NORTH ELEVATION  
A12 SCALE: 1/4" = 1'-0"



D WEST ELEVATION  
A12 SCALE: 1/4" = 1'-0"

The Old Chipley City Hall  
AS BUILT SOUTH AND EAST ELEVATION  
(04.23.2025)

Section H, Item4.



**Mechanical & Plumbing System Assessment  
Chipley Old City Hall  
672 5<sup>th</sup> St. Chipley, FL 32428**

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**Part I – Summary of Existing Conditions**

**A. General**

The two-story building is currently occupied by the Washington County Chamber - Commerce. The building is comprised of office areas, restrooms, conference rooms, electrical/mechanical room, storage rooms, etc. The site visit was performed on March 7<sup>th</sup>, 2025.

**B. Mechanical Assessment:**

The building is currently air conditioned by two heat pump split systems. The first floor is being served by a 5-ton split system. The air handler is in an electrical/mechanical room on the first floor which is accessible through an exterior door. The second floor is being served by a 4-ton split system. The air handler is in a closet on the second floor. Both heat pump units are located outdoors, next to each other. Portions of the refrigerant line insulations are worn out and damaged. It was noted that each restroom had an exhaust grille.

The air handler and heat pump serving the first floor are past its life expectancy and is showing signs of major wear and tear. The electrical wiring inside the heat pump is exposed and zip tied. See Figures 1 & 2.

The air handler and heat pump serving the second floor are approximately 5 years old. See Figures 3 & 4.

The ductwork shows major wear and tear and is past its life expectancy. According to the building representative, portions of the ductwork on the second floor have been replaced due to leaks and mold issues. Most of the air distribution devices seem to have been replaced at some point. Some air distribution devices currently have black spots on them which suggests mold growth. See Figure 5 for a sample location. The building representative has stated that there were mold issues previously. See new mold report by others. A missing grille was noted in the 1<sup>st</sup> floor restroom, next to the conference room, see Figure 6.

The corridor of both the 1<sup>st</sup> and 2<sup>nd</sup> floor is being used as a return air plenum which is not permitted per the current Florida Mechanical Code, See Figure 7. The return duct back to AHU-1 was not properly sealed. It is unclear if the return plenum box under AHU-1 is properly connected to the return duct and sidewall return grille. There is a beehive in the wall cap behind the exterior heat pump units, which need to be removed & cleaned.





*Figure 1 – Air Handling Unit (AHU-1)*



*Figure 2 – Heat Pump Unit (HPU-1)*



*Figure 3 – Air Handling Unit (AHU-2)*



*Figure 4 - Heat Pump Unit (HPU-2)*



*Figure 5 – Air Distribution Device*



*Figure 6 – Missing Ceiling Grille*





*Figure 7 – Sidewall Return Grille in Corridor*



### **C. Plumbing Assessment:**

The building currently has a total of four restrooms. Two restrooms are on the first floor and the other two restrooms are on the second floor. Each restroom consists of one water closet and one lavatory, see Figure 8. Plumbing fixtures were operational at the time of the site visit. Faucets were the two handle types and operational at the time of the site visit. Some of the sinks were missing P-trap covers. The water drainage in some of the sinks took a long time to drain. This could possibly be due to having a high flow faucet with a small bowl sink and possible small drain size, see Figure 9. This could also be due to clogs or undersized piping systems. A single water cooler was noted, see Figure 10. See Architectural report for ADA requirements.

There was an existing 20-gallon electric tank water heater. The water heater is approximately 18 years old and past its life expectancy, see Figure 11.

The domestic water system and sanitary systems were in normal operations at the time of the site visit. There was a disconnected and/or abandoned pipe noted at the exterior of the building, See Figure 12. There was also exposed PVC piping on the other side of the building which could suggest that some of the plumbing systems have been replaced at some point or re-routed. See Figure 13.

The sanitary and domestic water systems and piping are expected to be past its life expectancy. Portions of the plumbing piping were not adequately supported or insulated. The water meter cover outside was empty and there was no shut off valve observed, See Figure 14.

Water sterilization testing & report shall be performed by others to determine the quality of the water. The testing company shall specialize in testing domestic water systems and be approved by the state.



Figure 8 – Typical Restroom



Figure 9 – Break Room Sink



Figure 10 – Water Cooler



Figure 11 – Electric Tank Water Heater



*Figure 12 – Disconnected and/or Abandoned Pipe*



*Figure 13 – Exposed Piping on Exterior of Building*



*Figure 14 – Exterior Cover*



## **Part II – Recommendations**

### **A. Mechanical**

It is recommended to remove and replace all existing ductwork, air distribution devices, exhaust fans & grilles, accessories, etc. It is also recommended to remove and replace AHU-1 & HPU-1 (serving 1<sup>st</sup> floor). Other than AHU-2 and HPU-2 (serving 2<sup>nd</sup> floor), the mechanical equipment is past its life expectancy and most items do not meet the current Florida Mechanical Code requirements. It is recommended that AHU-2 and HPU-2 be thoroughly cleaned, disinfected, sanitized and maintained. It is recommended to replace the air handler filter as well. Wear and tear items are evident throughout the mechanical systems. The refrigerant lines & condensate lines shall be properly supported & insulated. See new mold report by others.

### **B. Plumbing**

It is recommended to replace the sanitary, vent and domestic water piping throughout the building. The plumbing fixtures are in good condition. P-trap covers should be added where necessary. The faucets shall have the water flow adjusted as required. Due to the age and wear and tear to the existing water heater, it is recommended to replace the electric tank water heater and accessories. All plumbing lines shall be properly supported and insulated as required. See Architectural report for ADA requirements.

Water sterilization testing & report shall be performed by others to determine the quality of the water. The testing company shall specialize in testing domestic water systems and be approved by the state. All plumbing lines shall be scoped to determine the integrity of the plumbing systems.



## Electrical System Assessment Chipley Old City Hall 672 5<sup>th</sup> St. Chipley, FL 32428

---

### Part I – Summary of Existing Conditions

#### A. General

The two-story building is currently occupied by the Washington County Chamber - Commerce. The building is comprised of office areas, restrooms, conference rooms, electrical/mechanical room, storage rooms, etc. The site visit was performed on March 7<sup>th</sup>, 2025.

#### B. Power Distribution Assessment:

The existing building electrical service is provided by the local electrical utility that comes underground to the building. The service is being fed from an exterior junction box that feeds a single slot electrical meter as shown in (Figure 1). The electrical meter feeds an interior disconnect box that feeds an electrical panel in the electrical room, behind the electrical meter. The electrical panel 'A' is rated as 400Amps main circuit breaker, 240/120Volts, single phase as shown (Figure 2 and 3). Electrical panel 'A' feeds the whole building electrical load. The disconnect switch by the electrical panel 'A' acts as a junction box that feeds the electrical panel 'A' power. Electrical Panel 'A' had unlabeled circuits and missing conduit gaps as shown in (Figure 7). Electrical panel 'A' also had abandoned cables as shown in (Figure 5).



Figure 1 – Exterior Electrical Meter and Service Junction Box



Figure 2 – Electrical Panel A

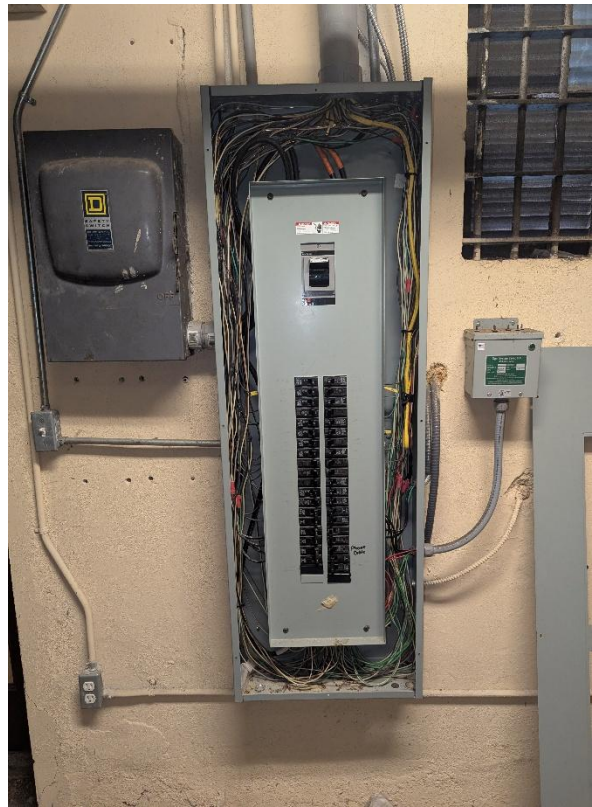


Figure 3 – Electrical Panel A

### C. General Electrical Assessment:

#### **Interior:**

The building consists of general electrical outlets distributed throughout, of which some that were not operational. Above the ceiling there are multiple open junction boxes, abandoned wiring, and exposed wiring. Many of the circuits were unlabeled or unknown of which branch circuit breaker they were fed from as shown on (Figure 4 and 5).

#### **Exterior:**

The electrical meter on the outside of the electrical room is not completely sealed, refer to (Figure 6). There is also no clearance in front of the electrical equipment outside as the A/C units sit in front of it as shown in (Figure 1).

Some of the existing exterior outlets were missing weatherproof protection and were damaged.





**Figure 4: Exposed Wires from MC Type Sheathing**



**Figure 5: Abandoned cabling**



**Figure 6: Exposed Electrical Meter**



**Figure 7: Exposed Electrical Gap**

## D. Communications Assessment:

The main telecommunication components located in the electrical room as shown in (Figure 8). It is fed from the exterior telecommunication components as shown in (Figure 1). There are some telephone blocks that are abandoned. There are also unused and abandoned cabling that are not terminated.

The facility consisted of data/telephone outlets and TV type coaxial cables. A few of the communication outlet locations were abandoned and non-terminated as shown in (Figure 9).



Figure 8 – Communication System

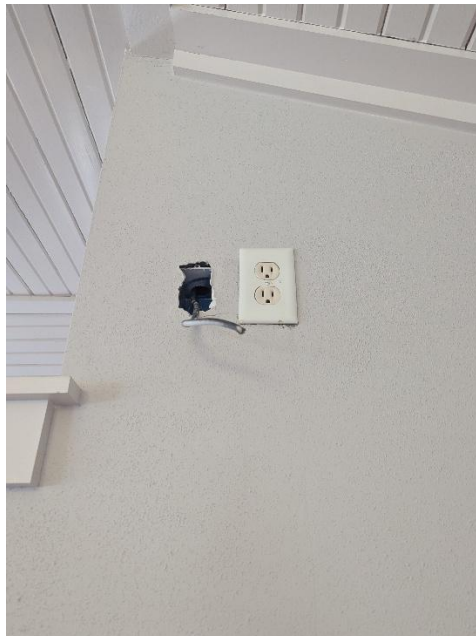


Figure 9 – Abandoned Telecommunication/TV Outlet



## **E. Lighting Assessment:**

Office, conference and restroom spaces consisted of surface mounted type down-light fixture as shown in (Figure 10). Some of those lights had battery as an emergency backup. A few of the lights were not operating as shown in (Figure 11). The building consisted of light fixtures with single pole switches control and no motion sensors. The building also consisted of exit signs for egress locations.

Building exterior lights consisted of wall mounted type fixtures and decorative entrance lighting. Refer to (Figure 12).



**Figure 10 – Light Fixture (Down-Light)**



**Figure 11 – Light Fixture (Down-Light)**



**Figure 12 – Exterior Light Fixture (Wall Mounted)**

**F. Emergency Power Distribution Assessment:**

The facility does not currently have any emergency power infrastructure.

**G. Fire Alarm System Assessment:**

The facility does not currently have any fire alarm system infrastructure.

## **Part II – Recommendations**

### **A. Power Distribution/General Electrical:**

There are some conduits and cables that are abandoned. Some junction boxes and cables were exposed which could cause a fire hazard.

#### **Building Representative Comments:**

Some electrical outlets in the kitchen and conference room area do not operate.

#### **Recommendations:**

- Replace main power distribution system.
- Fix or replace all exposed wires, electrical terminations, loose wires, and/or provide new wiring for all electrical circuits. (For the entire building.)
- Replace all the wiring that fails insulation testing.
- Fix or replace all exposed electrical junction boxes and terminations.
- Organize and support all pathways and cables.
- Fix or replace any damaged and exposed outlets. Fix wiring for nonoperational outlets.
- Remove all abandoned cabling and its associated pathway.
- Remove any abandoned circuits that are no longer in use.
- Provide updated circuit labels.

### **B. Communications:**

Main telecommunication system has some abandoned cabling and unused communication blocks.

#### **Recommendations:**

- Remove all telephone and data cabling that is abandoned. (Interior and exterior locations).
- Remove all outdated and abandoned telephone blocks.
- Provide a small communication rack for all the telecommunication wiring and components.
- Repair all damaged communication outlets.

### **C. Lighting:**

The interior light fixtures consisted of outdated type light fixtures with toggle type switching and no motion sensor. It is unknown if the battery backup in the egress locations lights is operational. The exterior light fixtures consisted of wall mounted type fixtures that are outdated and partially damaged.

#### Building Representative Comments:

One of the light fixtures in the hallway was not operating correctly. An electrician looked at it and noticed that the wire was exposed and could have been a fire hazard. Another light fixture in the restroom is also not operating correctly where it sometimes works and sometimes it doesn't.

#### Recommendations:

- Replace all the lighting with new LED lighting.
- Provide motion sensor and low voltage light switching controls.
- Provide emergency battery backup wall pack for egress pathway locations where required.
- Test all exit signs for battery operation. Replace with new if battery fails.





109 AZALEA POINT DRIVE SOUTH • PONTE VEDRA BEACH • FLORIDA • 32082

April 3, 2025

Mr. Eli Jensen, President  
Jensafe Environmental, Incorporated  
610-4 North Lane Avenue  
Jacksonville, Florida 32254

Reference: Mold and Fungi Indoor Air Quality Study – One Two Story Building  
627 5th Street  
Chipley, Florida 32428

Dear Mr. Jensen:

Pursuant to your request an Indoor Air Quality Study was initiated on March 7, 2025 at the referenced property. One (1) hand held instruments was used on site to collect moisture measurements and readings during the onsite inspection. Fifteen (15) air samples were collected and sent to the laboratory. The ceilings and walls were inspected visually for mold and fungi growth. Visual mold or fungi growth was found to be present inside the building. Visible mold/fungi growth was present on the interior wall system and the interior surfaces. Two swab samples were obtained and sent to the laboratory for mold and fungi analysis.

The interior finishes were inspected for moisture using a nondestructive testing meter. A moisture meter was used to check the interior finishes to determine the moisture content. The interior surfaces were checked at elevations of approximately 1', 2' and 4' from the floor. A nondestructive moisture reading of 170 or greater on a scale of 1000 is generally considered to be at a level that would support mold and fungi growth. No moisture readings at or above 170 were found on the interior surfaces at the time of the inspection. The interior surfaces had moisture readings that were below 170 at the time of the inspection.

The interior surfaces were also inspected for moisture using a destructive testing meter. A destructive moisture meter was used to check the interior surfaces to determine the moisture content. The interior surfaces were checked at elevations of approximately 1', 2' and 4' from the floor. A nondestructive moisture reading of 17.0% or greater on a scale of 100.0% is generally considered to be at a level that would support mold and fungi growth. No moisture readings above 17.0% were found at the time of the inspection on the interior surfaces. Moisture readings of 7-12.5% were found in the interior surfaces of the building.

ENVIRONEERING, INC  
April 3, 2025  
Page 2 of 3

Fifteen (15) air-o-cell cassettes were used to collect an indoor air quality samples for comparison with the outdoor air. Significant quantities of fungi spores were not found to be present in the building air when compared to the outside air. The air-o-cell cassette data is provided by enclosure (1). The outside air had 80, 120 and 370 Counts/M<sup>3</sup> of mold/fungi spores as compared to the inside air which had 120-3,300 Counts/M<sup>3</sup> of mold/fungi spores. The first floor mechanical room had the highest reading of 3,300 Counts/M<sup>3</sup> of mold/fungi spores. The first floor mechanical room is not a conditioned air space.

The outside air normally varies up from 100 to 4,000 Counts/M<sup>3</sup> on a routine basis. The air samples were obtained on March 7, 2025.

Water stains were limited to two roof leaks and two locations with condensation issues. Two (2) water stains were visually present on the interior ceiling and floor of the second floor conference room. These leaks were most likely from leaks in the roof system. The roof needs to be replaced. Swab sample, S-1, was obtained from the west ceiling leak area. Visible black mold/fungi was present on the ceiling drywall system in both of the second floor bathrooms around the air conditioning diffuser. The condensation was most likely from hot moist air coming in through the front door and rising up to the metal air conditioning diffuser and condensing on the surface when temperature was lower than the dew point of the exterior air. Swab sample, S-2, was obtained from the black mold/fungi growing around the center second floor air conditioning diffuser.

No water was dripping from the ceiling in the conference room at the time of the inspection.

Two swab samples was obtained and sent to the laboratory for mold and fungi analysis. The samples were obtained from the second floor conference room ceiling and the center bathroom ceiling. No mold/fungi was found on the conference room ceiling sample S-1. The swab sample, S-2. was found to have Chlamydospores, Cladosporium and Hyphae present.

The inspector detected noticeable odors at the time of the site visit and inspection of the referenced property. The only room that smelled musty and moldy was the first floor mechanical room that was the old jail.

#### CONCLUSIONS:

The air quality inside the building was tested as part of the inspection. There was visible mold/fungi growth present inside the first floor mechanical room, exterior enclosed stairs and the two second floor bathroom ceiling systems at the time of the inspection. The interior surfaces were dry at the time of the inspection. The recommendations need to be followed to bring the building into normal operating parameters.

ENVIRONEERING, INC  
April 3, 2025  
Page 3 of 3

RECOMMENDATIONS:

- Replace the building roof.
- Cap the chimneys if they are not already capped.
- Replace the rotten wood on the enclosed exterior stairs.
- Seal the electrical switches and receptacle openings to prevent crawl space air from entering the interior work space.
- Sterilize, clean and seal the interior surface of the walls and ceiling in the first floor mechanical room, exterior enclosed stairs and the two second floor bathroom ceiling systems.
- Repair the water damage to the second floor conference room ceiling and floor at the location of the two water leaks.
- Install a small rotating wall fan to circulate the upper air in the two second floor bathrooms.
- Clean the second floor A/C diffusers one every six months.
- Hire a Florida Licensed Mold/Fungi Abatement Contractor to do the removal work.
- Complete a visual inspection and clearance air samples after the Florida Licensed Mold/Fungi Abatement Contractor has finished abatement work.
- Follow the Mold/Fungi Abatement Plans and Specifications as prepared by ENVIRONEERING, Inc. and submitted under separate cover letter for the above work.

I can be reached at (904) 665-0100 or mobile 612-1456 if you should have any questions.

Sincerely,



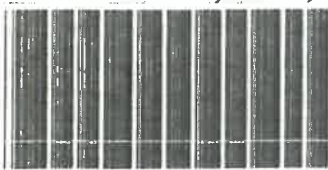
Timothy W. Rudolph, P.E., L.A.C., L.M.R.S.A.  
Environmental Engineer  
President

State of Florida Mold Related Services Assessor MRSA1621  
<JENSAFE-IAQ-8562.doc >

4-3-2025

**ROUTINE FIVE (5)****DAY TAT****CHAIN OF CUSTODY FORM****JON 8562****ENVIRONEERING, INC., 109 Azalea Point Drive South, Ponte Vedra Beach, Florida 32082**

To Laboratory:


**ROUTINE FIVE (5)  
DAY TURN AROUND  
TIME**

## Customer Information

Date: 3/7/2025

Company Name: ENVIRONEERING, INC.

Phone: (904) 665-0100

Address: 109 Azalea Point Drive South

Owner JENSAFE Environmental, LLC

City, State, Zip: Ponte Vedra Beach, FL 32082

Project 627 5th Street

Contact: Mr. Tim Rudolph

Chipley, Florida 32428

&lt;COC-AMERISCI-8081-AIROCELL-1.XLS&gt;

Cassette Number	Sample Number	Sample Location/Description	TIME (MINUTES)	LITERS/COLOR
3882-3360	A	OUTSIDE	5.00	73.4
3882-3324	1	LOBBY	5.00	73.4
3908-8870	2	SERVICE OFFICE	5.00	73.4
3882-3325	3	OFFICE	5.00	73.4
3882-3348	4	COMMON AREA	5.00	73.4
3906-8875	5	CONFERENCE ROOM	5.00	73.4
3882-3339	6	MECHANICAL ROOM	5.00	73.4
3906-8873	B	OUTSIDE	5.00	73.4
3906-8895	7	CONFERENCE ROOM (2ND FLR)	5.00	73.4
3906-8851	8	OFFICE (2ND FLR)	5.00	73.4
3906-8867	9	BATHROOM (2ND FLR)	5.00	73.4
3906-8556	10	UTILITY ROOM (2ND FLR)	5.00	73.4
3906-8880	11	OFFICE EAST (2ND FLR)	5.00	73.4
3906-8883	12	OFFICE WEST (2ND FLR)	10.00	146.70
3906-8869	C	OUTSIDE	5.00	73.40
N/A	S-1	CONFERENCE CEILING - LEAK	N/A	N/A
N/A	S-2	BATHROOM CENTER - CEILING	N/A	N/A

\*

Received by: **AC** Date: **3.11.25**  
 Prepared by: **AC** Date: **3/12/25**  
 Analyzed by: **AC** Date: **3/12/25**  
 Released by: **AC** Date: **3/12/25**

AIL.COM

FLOW RATE = 14.67 lpm

AIROCELL CASSETTE - (Read Darkest Part of Sample)

TODY

CHECK # - 15819

 Date/Time  
 3/10/2025 - 12:00

Released by:

ENCLOSURE (1)

ENVIRONEERING, Inc. Ltr Dtd - 04/03/2025





3301 N.W. 55TH ST., FT. LAUDERDALE, FL 33309  
888-854-0477

**PREPARED FOR:** ENVIRONEERING, INC.

**TEST ADDRESS:** 627 5TH STREET CHIPLEY, FL 32428



## CERTIFICATE OF MOLD ANALYSIS

**PREPARED FOR**

**ENVIRONEERING, INC.**

**PHONE NUMBER:** (904) 665-0100

**EMAIL:** ENVIRONEERINGINC@GMAIL.COM

**TEST LOCATION:**

**JON 8562 JENSAFE ENVIRONMENTAL, LLC**

**627 5TH STREET**

**CHIPLEY, FL 32428**

**CHAIN OF CUSTODY # 52943636**

**COLLECTED:** MON MARCH 10, 2025

**RECEIVED:** TUE MARCH 11, 2025

**REPORTED:** FRI MARCH 28, 2025

**APPROVED BY:**

**John D. Shane PhD  
Laboratory Manager**

VERSION: 1.0 (A VERSION NUMBER GREATER THAN ONE (1) INDICATES THAT THE DATA IN THIS REPORT HAS BEEN AMENDED)

EPA regulations or standards for airborne or surface mold concentrations have not been established. There are also no EPA regulations or standards for evaluating health effects due to mold exposure. Information about mold can be found at [www.epa.gov/mold](http://www.epa.gov/mold).

All samples were received in an acceptable condition for analysis unless noted specifically in the Comments section under a particular sample. All results relate only to the samples submitted for analysis and apply to the samples as received by the laboratory. Volumes, flowrates, areas or other information are supplied by the customer. This information can affect the validity of the results. Results have not been adjusted for field or laboratory unless otherwise noted. PriorityLab bears no responsibility for sample collection activities or analytical method limitations. No warranty is either express or implied and PriorityLab assumes no responsibility or liability for errors in public information utilized, statements from sources other than PriorityLab, or developments resulting from situations outside the scope of this analysis, nor for the purpose for which the client uses the analysis. The determinations in this report are outside the scope of the AIHA LAP, LLC scope of accreditation. Contractors or consultants reviewing this report must draw their own conclusions regarding further investigation or remediation deemed necessary. PriorityLab liability is limited to the cost of the sample analysis and may not exceed the amount of the fee paid by the client.

Reports are issued free of alterations or additions and PriorityLab does not accept liability of the tampering or unlawful alteration of documents sent. All reports are expressly and exclusively for PriorityLab clients and may not be reproduced by third parties. If this report is reproduced, it must be reproduced in full unless written permission is obtained from PriorityLab. PriorityLab keeps all client data secure and confidential and any information contained in reports or files will not be divulged unless permission is expressly given by the client submitting the sample(s) except where authorized by law and all PriorityLab

3301 N.W. 55TH ST., FT. LAUDERDALE, FL 33309  
888-854-0477

PREPARED FOR: ENVIRONNEERING, INC.

TEST ADDRESS: 627 5TH STREET CHIPLEY, FL 32428

## Detailed Mold Analysis

Analysis Method	Air Analysis	Air Analysis	Air Analysis	Air Analysis
Lab Sample #	52943636-1	52943636-2	52943636-3	52943636-4
Sample Identification	38823360	38823324	39068870	38823325
Sample Location	OUTSIDE (A)	LOBBY	SERVICE OFFICE	OFFICE
Sample Type / Metric	Air-O-Cell/75L	Air-O-Cell/75L	Air-O-Cell/75L	Air-O-Cell/75L
Analysis Date	Wed March 12, 2025	Wed March 12, 2025	Wed March 12, 2025	Wed March 12, 2025

Fungal Types Identified	Raw Count	Spores / m <sup>3</sup>	% of Total	Raw Count	Spores / m <sup>3</sup>	% of Total	Raw Count	Spores / m <sup>3</sup>	% of Total	Raw Count	Spores / m <sup>3</sup>	% of Total
Alternaria	---	---	---	3	40	6	---	---	---	1	13	4
Ascospores	1	13	16	1	13	2	3	40	18	1	13	4
Basidiospores	3	40	50	6	80	13	2	27	12	3	40	12
Cercospora	---	---	---	1	13	2	---	---	---	---	---	---
Chaetomium	---	---	---	---	---	---	1	13	6	---	---	---
Cladosporium	2	27	33	18	239	41	6	80	37	8	106	33
Curvularia	---	---	---	6	80	13	---	---	---	1	13	4
Epicoccum	---	---	---	---	---	---	1	13	6	---	---	---
Nigrospora	---	---	---	---	---	---	---	---	---	1	13	4
Pestalotia(opsis)	---	---	---	1	13	2	---	---	---	---	---	---
Pithomyces	---	---	---	2	27	4	---	---	---	1	13	4
Smut/Myxomycetes	---	---	---	3	40	6	1	13	6	2	27	8
Stachybotrys	---	---	---	---	---	---	---	---	---	2	27	8
Unclassified Pigmented Spores	---	---	---	2	27	4	2	27	12	4	53	16
Total Spore Count*	6	80	100	43	570	100	16	210	100	24	320	100
Minimum Detection Limit	14			14			14			14		

**Definitions****Raw Count:** Actual number of spores observed and counted.**Spores/m<sup>3</sup>:** Spores per cubic meter.**% of Total:** Percentage of a particular spore in relation to total number of spores.**Present** = growth observed.**---**: Spore type was not observed.**\***: Indicates to look above at the names in red under "indoor problem fungi".

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Spore types not listed in this report were not observed.

Background debris estimates the amount of non-spore particles. Increasing amount of debris will affect the accuracy of the spore counts. Total percent may not equal 100% due to rounding.

\*Total Spore Counts are reported to 2 significant figures.

3301 N.W. 55TH ST., FT. LAUDERDALE, FL 33309  
888-854-0477

PREPARED FOR: ENVIRONNEERING, INC.

TEST ADDRESS: 627 5TH STREET CHIPLEY, FL 32428

## Detailed Mold Analysis

Analysis Method	Air Analysis	Air Analysis	Air Analysis	Air Analysis
Lab Sample #	52943636-5	52943636-6	52943636-7	52943636-8
Sample Identification	38823348	39068875	38823339	39068873
Sample Location	COMMON AREA	CONFERENCE ROOM	MECHANICAL ROOM	OUTSIDE (B)
Sample Type / Metric	Air-O-Cell/75L	Air-O-Cell/75L	Air-O-Cell/75L	Air-O-Cell/75L
Analysis Date	Wed March 12, 2025	Wed March 12, 2025	Wed March 12, 2025	Wed March 12, 2025

Fungal Types Identified	Raw Count	Spores / m <sup>3</sup>	% of Total	Raw Count	Spores / m <sup>3</sup>	% of Total	Raw Count	Spores / m <sup>3</sup>	% of Total	Raw Count	Spores / m <sup>3</sup>	% of Total
Ascospores	---	---	---	5	67	33	7	93	2	1	13	10
Basidiomycetes	1	13	10	2	27	13	13	173	5	5	67	55
Chaetomium	---	---	---	---	---	---	6	80	2	---	---	---
Cladosporium	3	40	33	3	40	20	86	1,144	35	2	27	22
Curvularia	---	---	---	1	13	6	5	67	2	---	---	---
Epicoccum	2	27	22	---	---	---	1	13	<1	---	---	---
Gliomastix	---	---	---	---	---	---	49	652	20	---	---	---
Nigrospora	---	---	---	---	---	---	4	53	1	---	---	---
Penicillium/Aspergillus	---	---	---	---	---	---	10	133	4	---	---	---
Pithomyces	1	13	10	---	---	---	---	---	---	---	---	---
Smut/Myxomycetes	1	13	10	---	---	---	8	106	3	---	---	---
Stachybotrys	---	---	---	---	---	---	40	532	16	---	---	---
Torula	---	---	---	1	13	6	---	---	---	---	---	---
Trichocladium	---	---	---	---	---	---	6	80	2	---	---	---
Unclassified Colorless Spores	---	---	---	---	---	---	3	40	1	---	---	---
Unclassified Pigmented Spores	1	13	10	3	40	20	7	93	2	1	13	10
Total Spore Count*	9	120	100	15	200	100	250	3,300	100	9	120	100
Minimum Detection Limit	14			14			14			14		

### Definitions

**Raw Count:** Actual number of spores observed and counted.

**Spores/m<sup>3</sup>:** Spores per cubic meter.

**% of Total:** Percentage of a particular spore in relation to total number of spores.

**Present = growth observed.**

**---**: Spore type was not observed.

**\***: Indicates to look above at the names in red under "indoor problem fungi".

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Spore types not listed in this report were not observed.

Background debris estimates the amount of non-spore particles. Increasing amount of debris will affect the accuracy of the spore counts. Total percent may not equal 100% due to rounding.

\*Total Spore Counts are reported to 2 significant figures.



3301 N.W. 55TH ST., FT. LAUDERDALE, FL 33309  
888-854-0477

PREPARED FOR: ENVIRONNEERING, INC.

TEST ADDRESS: 627 5TH STREET CHIPLEY, FL 32428

## Detailed Mold Analysis

Analysis Method	Air Analysis	Air Analysis	Air Analysis	Air Analysis
Lab Sample #	52943636-9	52943636-10	52943636-11	52943636-12
Sample Identification	39068895	39068851	39068867	39068856
Sample Location	CONFERENCE ROOM 2nd FLOOR	OFFICE 2nd FLOOR	BATHROOM 2nd FLOOR	UTILITY ROOM 2nd ROOM
Sample Type / Metric	Air-O-Cell/75L	Air-O-Cell/75L	Air-O-Cell/75L	Air-O-Cell/75L
Analysis Date	Wed March 12, 2025	Wed March 12, 2025	Wed March 12, 2025	Wed March 12, 2025

Fungal Types Identified	Raw Count	Spores / m <sup>3</sup>	% of Total	Raw Count	Spores / m <sup>3</sup>	% of Total	Raw Count	Spores / m <sup>3</sup>	% of Total	Raw Count	Spores / m <sup>3</sup>	% of Total
Alternaria	1	13	2	---	---	---	---	---	---	---	---	---
Ascospores	6	80	15	---	---	---	2	27	5	3	40	25
Basidiospores	3	40	7	3	40	14	5	67	13	1	13	8
Bipolaris/Drechslera	---	---	---	---	---	---	1	13	2	---	---	---
Cladosporium	13	173	32	7	93	34	28	372	75	3	40	25
Curvularia	4	53	9	2	27	10	1	13	2	---	---	---
Epicoccum	7	93	17	2	27	10	---	---	---	1	13	8
Nigrospora	1	13	2	1	13	4	---	---	---	1	13	8
Penicillium/Aspergillus	---	---	---	1	13	4	---	---	---	---	---	---
Pestalotia(opsis)	---	---	---	---	---	---	---	---	---	1	13	8
Smut/Myxomycetes	2	27	5	2	27	10	---	---	---	---	---	---
Unclassified Pigmented Spores	3	40	7	2	27	10	---	---	---	2	27	16
Total Spore Count*	40	530	100	20	270	100	37	490	100	12	160	100
Minimum Detection Limit	14			14			14			14		

<b>Definitions</b> <b>Raw Count:</b> Actual number of spores observed and counted. <b>Spores/m<sup>3</sup>:</b> Spores per cubic meter. <b>% of Total:</b> Percentage of a particular spore in relation to total number of spores. <b>Present = growth observed.</b> <b>---</b> : Spore type was not observed. <b>*</b> : Indicates to look above at the names in red under "indoor problem fungi".	INTENTIONALLY BLANK	INTENTIONALLY BLANK	INTENTIONALLY BLANK	INTENTIONALLY BLANK
---	---------------------	---------------------	---------------------	---------------------

Spore types not listed in this report were not observed.

Background debris estimates the amount of non-spore particles. Increasing amount of debris will affect the accuracy of the spore counts. Total percent may not equal 100% due to rounding.

\*Total Spore Counts are reported to 2 significant figures.



3301 N.W. 55TH ST., FT. LAUDERDALE, FL 33309  
888-854-0477

PREPARED FOR: ENVIRONNEERING, INC.

TEST ADDRESS: 627 5TH STREET CHIPLEY, FL 32428

## Detailed Mold Analysis

Analysis Method	Air Analysis	Air Analysis	Air Analysis	Surface Analysis
Lab Sample #	52943636-13	52943636-14	52943636-15	52943636-16
Sample Identification	39068880	39068883	39068859	SWAB 1
Sample Location	OFFICE EAST 2nd FLOOR	OFFICE WEST 2nd FLOOR	OUTSIDE (C)	CONFERENCE CEILING - LEAK
Sample Type / Metric	Air-O-Cell/75L	Air-O-Cell/150L	Air-O-Cell/75L	Swab
Analysis Date	Wed March 12, 2025	Wed March 12, 2025	Wed March 12, 2025	Wed March 12, 2025

Fungal Types Identified	Raw Count	Spores / m <sup>3</sup>	% of Total	Raw Count	Spores / m <sup>3</sup>	% of Total	Raw Count	Spores / m <sup>3</sup>	% of Total		Mold Present	
Ascospores	4	53	14	14	94	11	2	27	7		---	
Basidiospores	8	106	28	20	134	16	6	80	21		---	
Chaetomium	---	---	---	2	13	1	---	---	---		---	
Cladosporium	5	67	18	41	275	34	9	120	32		---	
Curvularia	1	13	3	2	13	1	---	---	---		---	
Epicoccum	---	---	---	4	27	3	---	---	---		---	
Nigrospora	---	---	---	2	13	1	1	13	3		---	
Penicillium/Aspergillus	6	80	21	13	87	10	---	---	---		---	
Pestalotia(opsis)	---	---	---	1	7	<1	---	---	---		---	
Pithomyces	---	---	---	3	20	2	1	13	3		---	
Pyricularia	---	---	---	---	---	---	1	13	3		---	
Smut/Myxomycetes	1	13	3	9	60	7	6	80	21		---	
Stachybotrys	---	---	---	3	20	2	---	---	---		---	
Unclassified Pigmented Spores	3	40	10	5	34	4	2	27	7		---	
<b>Total Spore Count*</b>	<b>28</b>	<b>370</b>	<b>100</b>	<b>120</b>	<b>800</b>	<b>100</b>	<b>28</b>	<b>370</b>	<b>100</b>		<b>NA</b>	

<b>Minimum Detection Limit</b>	14	7	14	1
<b>Definitions</b> <b>Raw Count:</b> Actual number of spores observed and counted. <b>Spores/m<sup>3</sup>:</b> Spores per cubic meter. <b>% of Total:</b> Percentage of a particular spore in relation to total number of spores. <b>Present = growth observed.</b> <b>---</b> : Spore type was not observed. <b>*</b> : Indicates to look above at the names in red under "indoor problem fungi".	INTENTIONALLY BLANK	INTENTIONALLY BLANK	INTENTIONALLY BLANK	INTENTIONALLY BLANK

Spore types not listed in this report were not observed.

Background debris estimates the amount of non-spore particles. Increasing amount of debris will affect the accuracy of the spore counts. Total percent may not equal 100% due to rounding.

\*Total Spore Counts are reported to 2 significant figures.



3301 N.W. 55TH ST., FT. LAUDERDALE, FL 33309  
888-854-0477

PREPARED FOR: ENVIRONNEERING, INC.

TEST ADDRESS: 627 5TH STREET CHIPLEY, FL 32428

## Detailed Mold Analysis

Analysis Method	Surface Analysis	Intentionally Blank	Intentionally Blank	Intentionally Blank
Lab Sample #	52943636-17			
Sample Identification	SWAB 2			
Sample Location	BATHROOM CENTER - CEILING			
Sample Type / Metric	Swab			
Analysis Date	Wed March 12, 2025			
<b>Fungal Types Identified</b>				
Chlamydo spores	Present			
Cladosporium	Present			
Hyphae	Present			
Total Spore Count <sup>#</sup>	NA			
Minimum Detection Limit	1			
<b>Definitions</b> Raw Count: Actual number of spores observed and counted. Spores/m <sup>3</sup> : Spores per cubic meter. % of Total: Percentage of a particular spore in relation to total number of spores. Present = growth observed. ---: Spore type was not observed. *: Indicates to look above at the names in red under "indoor problem fungi".	INTENTIONALLY BLANK	INTENTIONALLY BLANK	INTENTIONALLY BLANK	INTENTIONALLY BLANK

**ROUTINE FIVE (5)  
DAY TAT**

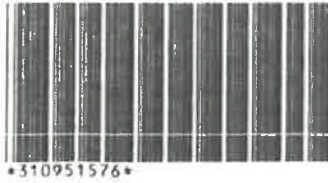
**CHAIN OF CUSTODY FORM**

**JON 8562**

Section H, Item4.

**ENVIRONEERING, INC., 109 Azalea Point Drive South, Ponte Vedra Beach, Florida 32082**

To Laboratory:



**ROUTINE FIVE (5)  
DAY TURN AROUND  
TIME**

**Customer Information**

Company Name: **ENVIRONEERING, INC.**

Address: **109 Azalea Point Drive South**

City, State, Zip: **Ponte Vedra Beach, FL 32082**

Contact: **Mr. Tim Rudolph**

Date: **3/7/2025**

Phone: **(904) 665-0100**

Owner: **JENSAFE Environmental, LLC**

Project: **627 5th Street**

**Chipley, Florida 32428**

<COC-AMERISCI-8081-AIROCELL-1.XLS>

Cassette Number	Sample Number	Sample Location/Description	TIME (MINUTES)	LITERS/COLOR
3882-3360	A	OUTSIDE	5.00	73.4
3882-3324	1	LOBBY	5.00	73.4
3908-8870	2	SERVICE OFFICE	5.00	73.4
3882-3325	3	OFFICE	5.00	73.4
3882-3348	4	COMMON AREA	5.00	73.4
3906-8875	5	CONFERENCE ROOM	5.00	73.4
3882-3339	6	MECHANICAL ROOM	5.00	73.4
3906-8873	B	OUTSIDE	5.00	73.4
3906-8895	7	CONFERENCE ROOM (2ND FLR)	5.00	73.4
3906-8851	8	OFFICE (2ND FLR)	5.00	73.4
3906-8867	9	BATHROOM (2ND FLR)	5.00	73.4
3906-8556	10	UTILITY ROOM (2ND FLR)	5.00	73.4
3906-8880	11	OFFICE EAST (2ND FLR)	5.00	73.4
3906-8883	12	OFFICE WEST (2ND FLR)	10.00	146.70
3906-8869	C	OUTSIDE	5.00	73.40
N/A	S-1	CONFERENCE CEILING - LEAK	N/A	N/A
N/A	S-2	BATHROOM CENTER - CEILING	N/A	N/A

Received by: **AC** Date: **3.11.25**  
 Prepared by: **AC** Date: **3/12/25**  
 Analyzed by: **AC** Date: **3/12/25**  
 Released by: **AC** Date: **3/12/25**

AIL.COM

**FLOW RATE = 14.67 lpm**

AIROCELL CASSETTE - (Read Darkest Part of Sample)

TODY

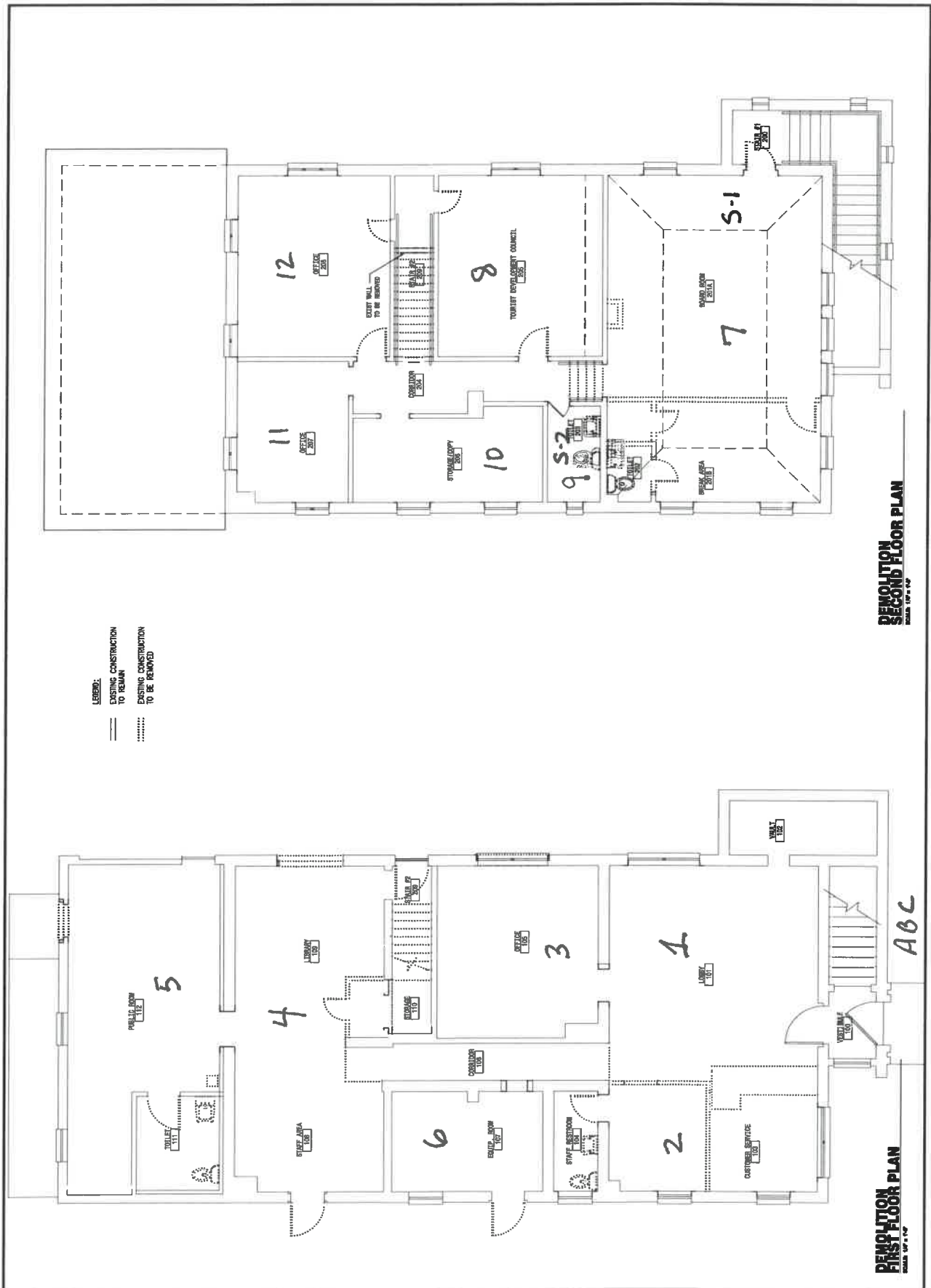
CHECK # - **15819**

Date/Time: **3/10/2025 - 12:00**  
 Released by: **Tim Rudolph**



52943636

Environeering, Inc.  
 Tim Rudolph - (904) 665-0100 - Samples: 17  
 Date Received: 03/11/25 02:49 PM



Polymers International, Inc. - G:\CLEANSTUFF-15-28\26241 Crayley Old Town Hall Phase I\WP\Architectural\28-241old1.dwg [A01] Last Printed: August 01, 2007 - 11:44am By: bblaker



Jensafe Environmental, LLC  
610-4 North Lane Avenue  
Jacksonville, Florida 32254  
April 3, 2025

ENVIRONEERING, INC.  
109 Azalea Point Drive South  
Ponte Vedra Beach, FL 32082

Section H, Item4.

## **MOLD AND FUNGI REMOVAL SPECIFICATION FOR**

627 5th Street  
Chipley, Florida

**SCOPE** – This specification and enclosed drawing are for the mold and fungi abatement at 627 5th Street in Chipley, Florida. The work prior to and after the mold and fungi abatement is not covered by this specification.

**PREWORK ACTIVITIES BY OTHERS** – The general contractor or abatement contractor shall remove any item of value that is to be reused prior to the start of mold and fungi abatement activities. The work area shall be wiped down with the disinfectant listed in this specification.

**A/C DUCT CLEANING** – The duct work will not be cleaned under this specification. HEPA vacuum vents and diffusers at the end of the project. Sterilize after HEPA vacuuming is done with Fiberlock Shockwave™, IAQ 2000™ or 2500™ or approved equal.

**QUALIFICATIONS** – The mold and fungi abatement contractor shall have a respiratory management program and personnel trained in mold and fungi remediation. Personnel to be used on this project shall have written medical approval by a doctor to wear a respirator and shall have passed a respirator fit test. The mold and fungi abatement contractor shall also be a Florida Licensed Mold/Fungi Abatement Contractor. The contractor selected to complete the work shall be approved by ENVIRONEERING, Inc.

**PREWORK SUBMITTAL** – Submit a copy of the written medical opinion by the doctor for each employee who is to work in the regulated area. Submit a copy of the respiratory fit tests for each employee. Submit cut sheets for the respirators, HEPA cartridges, suits, gloves, boots and HEPA negative air machines to be used on the job. Submit a copy of insurance for general liability and workman's compensation. Submit a copy of contractor's mold/fungi abatement license. Submittal shall be sent to ENVIRONEERING, Inc. for approval (1) business days prior to the start of the abatement work.

**PREWORK** – Install scaffolding or ladder to access ceiling work area. Install HEPA negative air machines in the work areas; first floor mechanical room, exterior enclosed stairs and the two second floor bathroom ceiling systems. One HEPA negative air machine with a 600-2,000 CFM rating should be installed for each work area. Run electrical power as required from existing temporary or permanent service. It is recommended that the A/C units be turned off during the mold/fungi abatement. It is

ENCLOSURE (2)  
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recommended that the supply and return diffusers be sealed with two layers of 6-mil polyethylene sheeting for critical barrier protection.

WORK —. HEPA vacuum work surface first in each work area; first floor mechanical room, exterior enclosed stairs and the two second floor bathroom ceiling systems. Clean mold/fungi from surfaces using a solution of Fiberlock Shockwave™, IAQ 2000™ or 2500™ or approved equal. Wipe surface clean. Use Scotch Brite™ pads as manufactured by 3M Corporation or equal as needed to remove surface mold/fungi growth. Double bag waste in two layers of six-mil polyethylene sheeting. Areas on the drywall ceiling with visible black mold/fungi growth shall have the drywall removed a minimum of two (2") foot from the visible growth to the center of the nearest support. The drywall board shall be free from visible mold/fungi growth at the end of the cut, if not additional drywall shall be removed until no visible mold/fungi growth is present at the end of the cut. Spray the entire work area with Fiberlock IAQ 6100™ Clear 100% Acrylic mold resistant coating or approved equal. Clean and HEPA vacuum floor area. The abatement contractor shall maintain a sign in/sign out logbook at the decontamination unit. Daily logs shall be written by the abatement contractor. Remove mold and fungi damaged drywall.

Decontaminate entire work area with a solution of quaternary ammonium chloride suitable for porous surfaces in accordance with the manufacturer directions. Acceptable products are Fiberlock Shockwave™, IAQ 2000™ or 2500™ or approved equal.

The rusty metal corners on the drywall shall be sanded to white metal with 220 dry grit sand paper and primed with IAQ 4000™ or approved equal.

Spray the entire work area with Fiberlock IAQ 6100™ Clear 100% Acrylic mold resistant coating or approved equal. The work area is defined as the surface with visible mold/fungi growth.

Replace the A/C unit air filters.

Once the work area is decontaminated request a visual inspection from ENVIRONEERING, Incorporated at (904) 665.0100.

Clearance samples will be obtained by ENVIRONEERING, Incorporated using Air-o-cell cassettes. The clearance criteria will be that work area will be equal to or less than the outside readings for mold and fungi. A minimum of one sample per indoor room and one exterior sample will be obtained and analyzed.

The abatement contractor shall maintain the work site in a professional, safe and clean manner at all times. The floor shall be protected from additional damage throughout this project.

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DISPOSAL – Solid waste shall be sent to a permitted class I landfill for disposal.

POST WORK – The abatement contractor shall submit a copy of the daily log, sign in/sign out sheets and waste disposal manifest with the invoice for payment. A copy of the post work submittal shall also be provided to ENVIRONEERING, Incorporated.

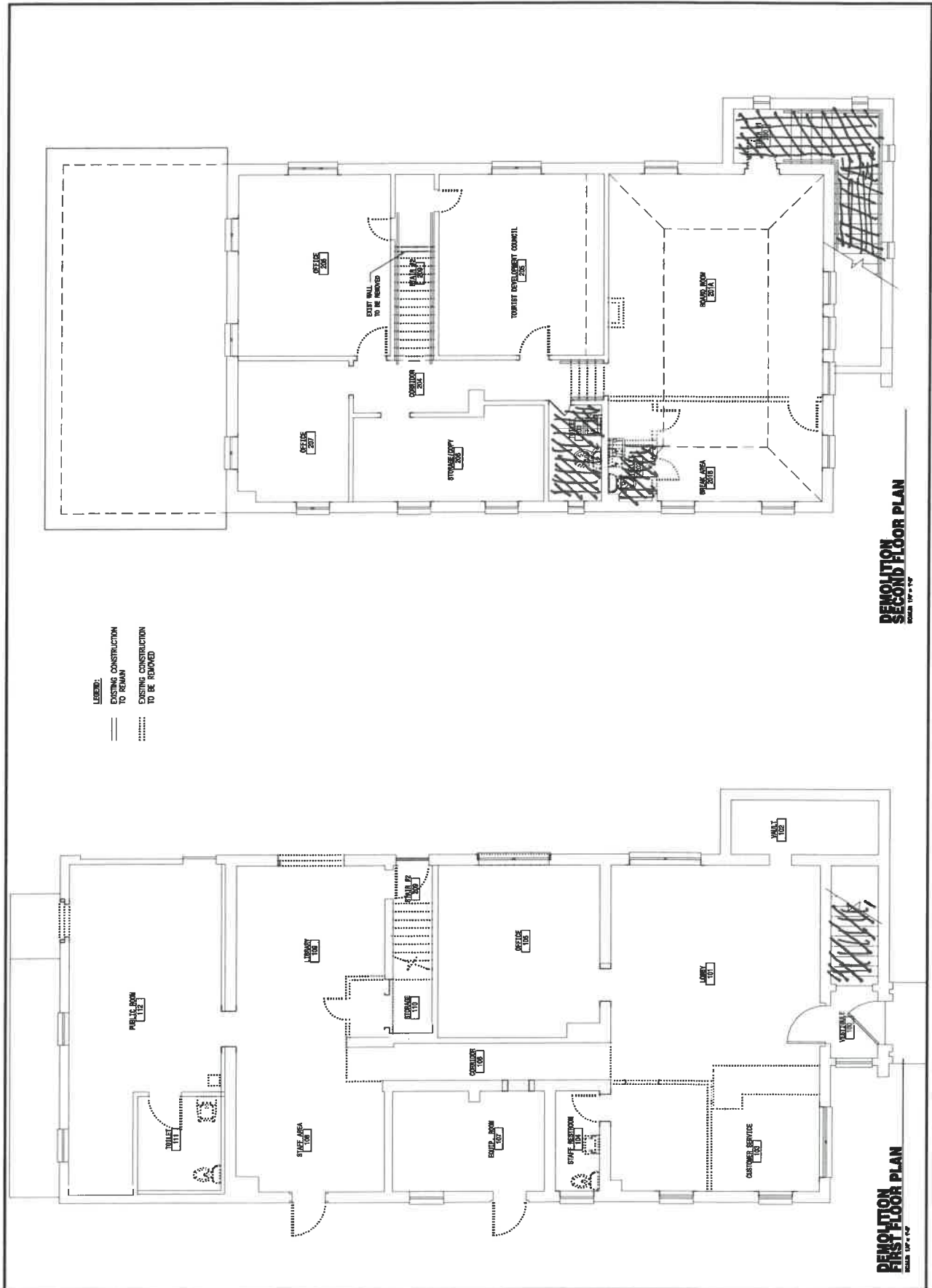
Prepared By:



Timothy W. Rudolph, P.E.  
Florida Engineering License No. 39617  
ENVIRONEERING, INC  
State of Florida Mold Related Services Assessor MRSA1621  
<JENSAFE-8562-IAQ-FUNGI-SPECIFICATION-1.doc>

4/3/2025

ENVIRONMENTAL, INC. IAQ ABATEMENT AREAS 3/7/2025.  
~~THE~~ - ABATEMENT AREA.





CITY OF CHIPLEY

STAFF REPORT

SUBJECT:      Parking Space Lease – Jeanette Rathburn - Discussion

MEETING DATE	PREPARED BY
Tuesday, July 8, 2025	Patrice Tanner, City Administrator

**SUMMARY**

Jeanette Rathburn, owner of Purradise City, located at 1333 S Railroad Avenue would like to discuss the option of allowing business owners in the building where she is located and the attached building to lease parking spaces. The businesses would include Purradise City, The Mug on Main, Bella Salon, and the new owners of the Sister's Sweets building. The lease would include two (2) spaces in front of each business for a total of eight (8) spaces. They would purchase the signs that would be placed to designate the spaces are reserved for each business.

**RECOMMENDATION**

The city is currently working on a plan to change the parking lot schematics slightly in order to add a couple of parking spaces as well as allow for the ADA spaces to be closer to the building with an ADA ramp. We have not finalized the design but this could possibly put the ADA spaces near the entrance to Purradise City and The Mug on Main.

It was explained to Ms. Rathburn that if she is interested in leasing parking spaces this is something she would need to present to the City Council as the city does not normally lease parking spaces to individual businesses. It was explained that we realize there were spaces in this same parking lot that were leased to Chipley Station and this was done with City Council approval due to the nature of that business.

**ATTACHMENTS**