



**City of Chipley  
City Council Meeting**

August 13, 2024 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 - July 9, 2024
- [2.](#) Special Council Meeting - July 22, 2024

**F. PRESENTATIONS**

**G. CONSENT AGENDA**

- [1.](#) **Fiscal Year 2024-2025 Budget and TRIM Schedule**
- [2.](#) **Florida Recovery Obligation Calculation (F-ROC) Program - 2025 Participation Request and Renewal Form**
- [3.](#) **Reappointment of CRA Board Member – Amy Wiwi**
- [4.](#) **Request for Development Order and Certificate of Appropriateness - 1600 Main Street - Arbys Restaurant Group.**
- [5.](#) **Request for Development Order and Certificate of Appropriateness - 976 Main Street - Innovations Financial Credit Union.**

- [6.](#) **Request for Development Order and Certificate of Appropriateness** – 1440 Main Street – PanCare
- [7.](#) **Request for Development Order and Certificate of Appropriateness**– 1610 Main Street – AutoZone
- [8.](#) **Special Event Application** – Blues and Brews – Washington County Chamber of Commerce
- [9.](#) **State Revolving Fund Amendment 2** – Loan Agreement WW670111 & Grant Agreement SG670112

## **H. AGENDA ITEMS**

- [1.](#) **Ordinance No. 986** - Property Rights Element (First Reading)
- [2.](#) **Ordinance No. 987** – Land Use Amendment (First Reading)
- [3.](#) **Ordinance No. 988** – Future Land Use Map – Annexation (First Reading)
- [4.](#) **Ordinance No. 989** – Future Land Use Map - Annexation (First Reading)
- [5.](#) **Ordinance No. 990** – Future Land Use Amendment (First Reading)
- [6.](#) **Resolution No. 24-34** - FDOT Small County Outreach Program (SCOP) Agreement – Bennett Drive
- [7.](#) **Partial Release of Lien** - Old Metric Engineering Building - Main Street
- [8.](#) **CRA Grant Documents**
  - a. CRA Grant Application for Property Improvement**
  - b. CRA Real Property Improvement Grant Agreement**
  - c. Declaration of Restrictive Covenant**
- [9.](#) **Award of Bid No. 2024-04** – Building Demolition
- [10.](#) **Continuing Professional Services Agreement** - Kimley-Horn and Associates, Inc.
- [11.](#) **National Fitness Campaign**

## **I. OTHER BUSINESS**

## **J. ADJOURN**

## **K. ZOOM**

- [1.](#) ZOOM Information

***City of Chipley***  
**Council Meeting**  
**Minutes**  
**July 9, 2024 at 5:00 p.m.**

**Attendees:**

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

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

**Others Present Were:**

Mrs. Patrice Tanner, City Administrator  
 Mr. Michael Richter, Police Chief  
 Mr. Hunter Aycock, Fire Chief  
 Mr. Brock Tate, Recreation Director  
 Mrs. Tamara Donjuan, Planning/Code Enf. Officer

Ms. Sherry Snell, City Clerk  
 Mr. Guy Lane, Asst. City Admin./Public Works Director  
 Ms. Mary Jan Bossert, Finance Director  
 Mr. Rodney Pittman, Collection System Foreman  
 Mrs. Michelle Jordan, City Attorney

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

**A. CALL TO ORDER**

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

**B. PRAYER AND PLEDGE**

Prayer was given by Pastor Philip Horvath and Mayor Andrews led the pledge to the American Flag.

**C. APPROVAL OF AGENDA**

Mayor Andrews added #9 – Resolution No. 21-28 - Discussion. Attorney Jordan removed #6 – RFQ No. 2024-04 – Professional Planning Consultant Agreement. No further discussion.

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

**D. CITIZENS REQUEST**

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Mrs. Josephine Robinson Floyd, 849 Orange Hill Rd., Chipley, FL, stated she has concerns about the East side of Hwy 77. It's not just the streets, but what has grown up and the water puddles are still there like many years ago. Mrs. Cain stated she just brought this issue to the code officer yesterday. Mrs. Robinson Floyd stated it's more than code enforcement. Mayor Andrews stated her concerns have been noted.

## **E. APPROVAL OF MINUTES**

### **1. Regular Council Meeting – June 11, 2024**

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

## **F. DEPARTMENT REPORTS**

City Attorney – Michelle Jordan. Attorney Jordan reminded the Council of the Executive Session on July 22, 2024. No further discussion.

Fire Department – Hunter Aycock. Chief Aycock explained it has been a pretty busy couple of months. The Watermelon Festival fundraiser went really well. The communications tower is complete as far as construction, just a few final things to do like moving equipment over. Ms. McCall asked when the next fundraiser would be. Mr. Aycock stated the next Watermelon Festival. Mayor Andrews stated she is very proud because Chief Aycock spoke at the FPL Storm Expo in Panama City representing Washington County and the City of Chipley. He did an excellent job talking about storm restoration efforts and our partnership and commitment to our community. She thanked him for accepting the invite. Mr. Aycock said he appreciated the opportunity. Mrs. Tanner stated the fire department may not have fundraisers throughout the year, but they do accept donations into their volunteer fire department account. Ms. McCall asked if that could be put on the bill. Mrs. Tanner stated it could be added periodically to the bills. Discussion ensued.

Code Enforcement Report – Tamara Donjuan. Mrs. Donjuan explained it was a pretty active month. She attended a Code Enforcement Conference in Orlando last month. Mr. Russell asked if there was any progress on 1278 Holley Avenue. Attorney Jordan stated she had received a report from the attorney's office to discuss tomorrow. No further discussion.

Planning & Zoning Report – Tamara Donjuan. Mrs. Donjuan explained it was a slower month. Ms. McCall asked about the houses west of Gilmore Park being demolished. Mrs. Donjuan stated they received a CRA grant and were waiting on a start date. Discussion ensued.

Police Department Report – Michael Richter. Chief Richter asked if there were any questions. Ms. McCall said page one shows traffic stop one and asked what the difference is in that and the next page. Chief Richter stated some calls are generated by dispatch and it's our responsibility to make changes if necessary. A traffic stop could have generated a criminal incident report. Mr. Russell asked if there were any issues on July 4<sup>th</sup>. Chief Richter stated it was the best 4<sup>th</sup> that we've had in thirteen years. He stated there were very little incidents and people listened and were respectful. Discussion ensued.

Public Works Department Report – Guy Lane. Mr. Lane explained the building at the Music Park had been demolished. Mr. Russell asked about the old Fire Department building. Mrs. Tanner stated the bid would go out this week. Mrs. Cain stated the old Diary Dip property looked good. Discussion ensued.

Recreation Department Report – Brock Tate. Mr. Tate explained they were staying busy. He



stated our District won the 10U Baseball All-Stars Championship. Baseball and softball are finished for the year. Discussion ensued.

Water Utilities Department Report – Rodney Pittman. Mr. Pittman explained the grease trap inspections were completed this month. Work is underway at John Teal and Vo-Tech lift stations to place generators. Discussion ensued.

Administration – Patrice Tanner. Mrs. Tanner explained the following project updates: 2024 PHMSA Technical Assistance Grant – We reapplied for this grant; Historical Society Museum – The final report was done last month and that project has been paid in full and closed out thanks to Heather who worked hard to make sure it was taken care of in a timely manner; Bennett Drive Improvements – We should be receiving a grant agreement from the state anytime for that project; Chipley Lead Service Line Replacement – This has been changed a little, instead of the city going through DEP to get funding for that project to get the actual survey work done, we are going through Florida Rural Water Association, who has gone through DEP and obtained grant funding for different municipalities and local governments to be able to fund that at 100%. We will have a company come out to do the lead service line survey to determine if we have any lines that need to be replaced. They will pay for this in full and at that point we will be able to take the results of that to DEP through the city to request funding to replace those lines; Shivers Park Project and Gilmore Park Project – We are still waiting to hear on that grant, which will hopefully be quick; Website Redesign – This is complete and we are just waiting for it to go live soon. When it goes live the CRA will have their own separate header on the website where they will be able to update and make changes; City Hall Generator – We have finalized the requests for information from FEMA and are waiting for approval on the project, hopefully in the next few months we will hear something back on that; Mongoven Building – The demo is 100% complete and we are now in the design phase. David Melvin brought a conceptual drawing to the council last year, they will tweak that and bring back to council for approval hopefully in the next couple of months. Once that is finalized, we will be able to bid the project out for construction. Ms. McCall asked if there was a way to incorporate a piece of the water tower in the park area. Mrs. Tanner stated if the council wants to see that happen then she would let them know and see how they can incorporate it. Mr. Russell asked if we could do a social media update to let people know the project is not complete. Mrs. Tanner stated we would do an update to let them know; 2024 PHMSA Infrastructure Grant – We have reapplied for this grant to include gas line and service line replacement and retiring existing gas mains and service lines. We have just applied for that in the last thirty days; 2024 Bulletproof Vest Program – We applied for another grant in the amount of \$2090.00 which is 50% city funded and 50% grant funded; Speed Reduction Efforts – We applied for a traffic radar data collector in which our grant portion is \$1,579; Mrs. Tanner stated the annual audit is now complete and has been submitted.

## **G. AGENDA ITEMS**

- 1. Natural Gas Financial Hedging** – Katie Hall, General Manager and CEO, Florida Gas Utility, gave a presentation on Natural Gas Financial Hedging. She stated hedging is a type of investment that is intended to reduce the risk of adverse price movements in an asset. It reduces the risk of price volatility and helps achieve budget goals and rate stability. A good hedging policy is ongoing. She stated her recommendation was to approve a “rolling” hedging directive which would be using parameters to lock in at the right time to meet all of the city’s budgetary goals. Discussion ensued.

**A motion was made by Council Member McCall and seconded by Council Member Cain to approve the Call Option for the “Rolling” Hedging Directive for natural gas. The motion passed unanimously.**

- 2. Ordinance No. 985 (Public Hearing)** – Election Referendum. Mayor Andrews closed the

regular meeting and opened the public hearing at 5:47 p.m. Mayor Andrews explained this will amend the City Charter changing the election cycles from yearly to every two (2) years and the terms of office of the City Council members from two (2) years to four (4) years. Mrs. Tanner read Ordinance No. 985 by title:

**AN ORDINANCE OF THE CITY OF CHIPLEY PROPOSING AN AMENDMENT TO THE CITY CHARTER CHANGING THE ELECTION CYCLES FROM YEARLY TO EVERY TWO YEARS AND THE TERMS OF OFFICE OF THE CITY COUNCIL MEMBERS FROM TWO (2) YEARS TO FOUR (4) YEARS; EXTENDING THE TERMS OF THOSE COUNCIL MEMBERS WHOSE TERMS ARE DUE TO EXPIRE SEPTEMBER 2025 BY ONE ADDITIONAL YEAR; PROVIDING FOR SUBMISSION OF THE PROPOSED CITY CHARTER AMENDMENT TO THE ELECTORS OF THE CITY AT THE REGULAR ELECTION IN SEPTEMBER 2024; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEALER; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.**

Mrs. Tanner stated official notice to advise the public of the proposed adoption of Ordinance No. 985 was published in the Washington County News on June 26, 2024. The ad complied with the legal requirements of the City Code and Florida Statutes.

Mr. Russell stated if we do this, we need to advertise it well so the public will understand the city has to pay for election materials every year and with a 2-year term they don't have time to get acclimated.

Mayor Andrews closed the public hearing and opened the regular meeting at 5:49 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. 985. The motion passed unanimously.**

3. **Resolution No. 24-32** – FY 23-24 State Assistance for Fentanyl Eradication (S.A.F.E.) - Amendment One. Mrs. Tanner explained the Governor approved an extension to the funds and this resolution will approve an amendment to the Florida Department of Law Enforcement Agreement Number 2023-SAFE-SF-052 Adjustment One, extending the project end date to June 30, 2025 and will include a Fringe Benefits Addition. No further discussion.

**A motion was made by Council Member Cain and seconded by Council Member Russell to approve Resolution No. 24-32. The motion passed unanimously.**

4. **Resolution No. 24-33** – Florida Department of Commerce Agreement Number HL175 - Amendment One – First Responder Emergency Equipment. Mrs. Tanner explained this resolution is for the First Responder Emergency Equipment and will approve Amendment One to the Florida Department of Commerce Agreement Number HL175, extending the agreement end date to June 30, 2025. We have already received the full amount of funds for the tanker truck, but the truck will not be received until sometime in 2025. They extended the agreement out to where the receipt of the truck can take place next year instead of having to be received by September of this year. No further discussion.

**A motion was made by Council Member McCall and seconded by Council Member Russell to approve Resolution No. 24-33. The motion passed unanimously.**

5. **Continuing Services Agreement Services Order** - WWTP Permit Renewal - Mott

MacDonald Florida, LLC. Mrs. Tanner explained this will approve a Continuing Services Agreement Task Order with Mott MacDonald Florida, LLC for the preparation of a permit application package to renew the existing FDEP permits for the City of Chipley WWTP (FLA027570) and the Pike Pond Sprayfield (FLAB07131) in the amount of \$25,000.00. No further discussion.

**A motion was made by Council Member Cain and seconded by Council Member McCall to approve the Continuing Services Agreement Services Order with Mott MacDonald Florida, LLC. The motion passed unanimously.**

5. **CRA Moratorium on Grant Funding – October 2024.** Mrs. Tanner explained this was a moratorium on grant funding basically halting all CRA grant funding until October 1, 2024. Heather Lopez, TDC Director, stated they are requesting a moratorium on grant funding only. The loans will still be open. We are doing this to address some language issues and other things that we have been discussing in our meetings. This will give us the time to be able to make those adjustments and get them back to the City Council in September for approval so that we can open the grants back up October 1, 2024. We have voted to still consider emergency situations, so anything that would be detrimental to a building or a home could be addressed during the moratorium. We also voted to consider grants that are in the process already, as long as the bids were dated prior to today and they would have to have a completed application in the CRA office by August 1, 2024 to be considered at the regular meeting in August. Attorney Jordan stated there were issues with sizes of buildings and owners not carrying insurance on the structures. The last update of the Master Plan was in 2017 and there have been a lot of changes in the downtown development and unique requests for funding that don't align with our plan which is outdated. Mayor Andrews asked if they were doing an update on the Master Plan. Attorney Jordan stated that was a long-term project, but we don't want to hold up our current programs. Mayor Andrews stated we need to look at all aspects of the grants. Attorney Jordan stated they were trying to streamline the process to help the property owners. Mrs. Lopez stated the last time the applications were reviewed was in 2018. Mr. Mickey Knapp, 1216 Harrison Avenue, stated insurance is a problem due to the age of the buildings. Builders risk is all you can get which is really expensive. Mayor Andrews stated those things should be taken into consideration. Attorney Jordan asked how important it was to Council for the buildings to be insured. Mrs. Tanner asked if the liens we put on the buildings at the time the grants are done, if that goes over to the property itself if something were to happen to the building. Attorney Jordan stated it is attached to the land but we don't do any title work. We do title work on the loans but not on the grants because there's a cost associated with that and it uses grant funding. Mr. Russell asked if you could require insurance on buildings built after a certain date to help with the issue of the older buildings downtown. Attorney Jordan said there wouldn't be an issue with that. She stated they would like everything approved in September so it's ready to go by October 1, 2024 with the new funding year. She asked council about properties that are subdivided into rentals and how the grants should be done. Mr. Russell stated he thinks it should go by the square footage of the building instead of by address. The Council was in agreement. Discussion ensued.

**A motion was made by Council Member Russell and seconded by Council Member McCall to approve the CRA Moratorium on Grant Funding until October 2024. The motion passed unanimously.**

6. **RFQ No. 2024-04 – Professional Planning Consultant Agreement – Kimley Horn.** Mrs. Tanner explained this item was removed from the agenda by Attorney Jordan, but she would like to recognize Ali Palmer, representative for Kimley Horn, that was present. I would like to request since we are trying to get them started as soon as possible that once the attorney reviews the contract and makes any changes necessary, then we can meet as soon as possible. Attorney Jordan stated July 22<sup>nd</sup>, 2024 would work for the meeting.

**7. Natural Gas Financial Hedging** – Florida Gas Utility. Moved to #1 on agenda.

- 8. Chipley Downtown Redevelopment Master Plan** - Fisher Arnold Discussion. Mr. David Baker, Fisher Arnold, gave a presentation of the Chipley Downtown Redevelopment Master Plan. Mr. Russell stated on page twelve it talks about design guidelines and not having an ordinance in place to stop certain things like covering a building in stucco because the brick is not accommodating for it. The council needs to address what we want it to look like and put an ordinance in place for it. What about chain link fences, do we get rid of all of them? Mr. Baker stated anything along the road frontage that has curb appeal we recommend that. It could be combined if they need security fencing for something. Mr. Russell asked about broken tile pieces on the railroad and if it was the responsibility of the city or the railroad. Ms. McCall stated it was not mentioned about state roads and the ownership of those. Mr. Baker stated he could add that to the final report. Mr. Russell stated there's an over abundance of new trees in the plan. Mr. Baker stated a lot of those are just part of the graphic representation. This is a guide of recommendations for the council to start moving forward with, but changes can be made to be more specific to what the council wants to see. Ms. McCall stated there was no information for funding resources listed. Mr. Baker stated he would add potential funding opportunities to the final plan. Discussion ensued.

**A motion was made by Council Member Russell and seconded by Council Member McCall to approve the Chipley Downtown Redevelopment Master Plan. The motion passed unanimously.**

- 9. Resolution No. 21-28** - Discussion. Mrs. Tanner stated this resolution was passed in 2021 and it was a policy written by Attorney Jordan for the council to determine how to name facilities or park fields. A question has come up about one of the current city buildings being named after an individual. Ms. McCall stated we have two volunteer firemen that have been here over 50 years and it would be nice to name the department after them, but it doesn't allow it. Mayor Andrews stated she had done some research and found some history on how the volunteer fire department came about and thinks it would be a good idea to do a historic marker on a monument with information on how the department was established. This would cover the originators and we could also do a ceremony inducting them into a hall of fame. Mrs. Tanner asked if council would like a firefighter statue with a place to put the history and hall of fame names. Council agreed they would like that. Mr. Russell asked if it would be placed at the fire department or downtown somewhere so more people would see it. Council agreed they would like to see it in the downtown area. Mrs. Tanner stated she would research the cost.

**J. OTHER BUSINESS**

Mrs. Tanner stated Mr. Tony Davis, Jerusalem Baptist Church, was present and would like to speak. Mr. Tony Davis, 2580 Wheeler Circle, Cottondale, FL, spoke about a drainage ditch easement for the Jerusalem Baptist Church. He stated the city has failed to maintain the easement which was a concern for him due to a tree falling on the roof of the church. Attorney Jordan stated this was turned over to the insurance carrier who denied the claim last week. She stated the church is represented by an attorney and all communication should be between legal counsel due to possible litigation. Discussion ensued.

**K. ADJOURN**

The meeting was adjourned by Mayor Andrews at 7:23 p.m.

City of Chipley

Attest:

Tracy L. Andrews, Mayor

Sherry Snell,  
City Clerk

***City of Chipley***  
**Special Council Meeting**  
**Minutes**  
**July 22, 2024 at 4:30 p.m.**

**Attendees:**

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

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

**Others Present Were**

Mrs. Patrice Tanner, City Administrator  
 Mrs. Michelle Jordan, City Attorney

Ms. Sherry Snell, City Clerk  
 Mr. Michael Richter, Police Chief

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

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

- D. **Agenda Items.**

- 1. **Purchase Police Vehicle** – Garber Fleet Sales. Chief Richter explained this vehicle would be used as another K-9 unit for drug enforcement. We would then have one on each squad and one would be available at all times. We have an officer interested and another county is helping to locate a K-9 and they will train the officer at no charge. The 2023 Dodge Ram Special Service Vehicle cost to include the police package and in-car camera is \$68,909.00. Discussion ensued.

**A motion was made by Council Member Russell and seconded by Council Member McCall to approve the purchase of a police vehicle in the amount of \$68,909.00 from Garber Fleet Sales. The motion passed unanimously.**

Mayor Andrews adjourned the meeting at 4:34 p.m.

City of Chipley

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

Attest:

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

CITY OF CHIPLEY

STAFF REPORT

SUBJECT:      Fiscal Year 2024-2025 Budget and TRIM Schedule

MEETING DATE	PREPARED BY
Tuesday, August 13, 2024	Patrice Tanner, City Administrator

SUMMARY

This will approve the Budget and TRIM schedule with the required dates and times for the tentative and final public hearings as well as all other steps required for the annual millage and budget process. The Tentative Millage and Budget Hearing will be held on September 12, 2024 at 5:05 p.m. and the Final Millage and Budget Hearing will be held on September 30, 2024 at 5:05 p.m.

RECOMMENDATION

City Staff recommend approval of the Fiscal Year 2024-2025 Budget and TRIM Schedule.

ATTACHMENTS

- 1. Budget and TRIM Schedule



**City of Chipley**  
**2024 - 2025 Budget and TRIM Schedule**

Section G, Item1.

DAY #	DATE	AGENCY	ACTIVITY
1	July 1, 2024 (06/27/24)	Property Appraiser	Certifies tax roll or court certifies interim tax roll (Form DR-420)
Within 35 Days	August 4, 2024 (08/01/24)	City	Taxing authority advises Property Appraiser of proposed millage, rolled-back rate, date, time and place of the tentative budget hearing on Form DR-420
	TBD	City	Budget Workshop
	TBD	City	Budget Workshop
Between 65/80 Days (73 days) WCBCC - 09/10/24 (Tentative) School Board-07/29/24(Tentative)	September 12, 2024 5:05 p.m.	City	Tentatively adopts millage and budget at the tentative millage and budget hearing.
Between 80/95 Days (86 days)	September 25, 2024	City	Advertises (in newspaper) final millage and budget hearing within 15 days after the tentative millage and budget are adopted.
WCBCC - 09/23/24 (Final) School Board - 09/09/24 (Final) (91 days)	September 30, 2024 5:05 p.m.	City	Holds final millage and budget hearing NO SOONER than 2 days NOR LATER than 5 days after it is advertised in the newspaper. Adopts final millage and budget.
Within 3 Days of Final Hearing	October 3, 2024	City	Forwards resolution or ordinance adopting final millage to Property Appraiser, Tax Collector and FDOR. NO LATER THAN 3 DAYS
		Property Appraiser	Certifies final tax roll to Taxing Authorities. Form DR-422
		City	Completes and certifies Form DR-422 to Property Appraiser. (within 3 days)
Within 30 Days of Final Millage and Budget Adoption	November 1, 2024	City	Certifies compliance with SS. 200.065 and 200.069, F.S., to Department of Revenue-Form DR-487

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Florida Recovery Obligation Calculation (F-ROC) Program - 2025 Participation Request and Renewal Form

MEETING DATE	PREPARED BY
Tuesday, August 13, 2024	Patrice Tanner, City Administrator

SUMMARY

This will approve the 2025 Participation Request and Renewal Form for the Florida Recovery Obligation Calculation (F-ROC) Program that will assist applicants in identifying risk in their organization and develops a clear action plan that will abate those risks, while standardizing and streamlining the Public Assistance process. Mrs. Tanner and Mr. Lane have taken the required training at this time.

RECOMMENDATION

City Staff recommend approval of Florida Recovery Obligation Calculation (F-ROC) Program – 2025 Participation Request and Renewal Form.

ATTACHMENTS

1. 2025 Participation Request and Renewal Form

**2025 PARTICIPATION REQUEST AND RENEWAL FORM  
FLORIDA RECOVERY OBLIGATION CALCULATION (F-ROC) PROGRAM**

Section G, Item2.

City of Chipley (hereinafter referred to as the "Applicant"), requests to opt-in/renew its participation in the Florida Recovery Obligation Calculation ("F-ROC") program. The F-ROC program is an initiative, sponsored by the Florida Division of Emergency Management ("Division"), that assists Applicants in identifying risk in their organization and develops a clear action plan that will abate those risks, while standardizing and streamlining the Public Assistance process.

Applicant's name:	City of Chipley
Applicant's FEIN:	59-6000299
Applicant's Address:	Physical: 1442 Jackson Avenue, Chipley, FL 32428 Mailing: Post Office Box 1007, Chipley, FL 32428

**(1) DEFINITIONS**

1. Disaster Readiness Assessment ("DRA"): The DRA is a questionnaire completed prior to a disaster that evaluates the Applicant's risk of de-obligations in the Public Assistance ("PA") program.
2. Post Disaster Questionnaire (PDQ): The PDQ is completed after each federally declared event to gather Applicant specific information regarding training and utilization of forms.
3. Expedited Projects: Applicants may submit Expedited Projects to FEMA if they have an immediate need for funding to continue life-saving emergency protective measures. If approved, the Applicant will be awarded 50% of the federal portion of the FEMA-confirmed project cost based on initial documentation.
4. Obligated: FEMA obligates funding once a project meets the Stafford Act eligibility requirements.
5. De-obligated: FEMA de-obligates funding if previously obligated costs have been determined to be ineligible under the PA program.
6. Emergency Management Accreditation Program (EMAP): A voluntary "standards, assessment, and accreditation" process for disaster preparedness programs.

**(2) CONTACT**

Applicant Point of Contact:	Patrice A. Tanner, City Administrator
Telephone:	(850) 638-6350 (Office) (850) 768-1789 (Cell)
Email:	ptanner@cityofchipley.com

**2025 PARTICIPATION REQUEST AND RENEWAL FORM  
FLORIDA RECOVERY OBLIGATION CALCULATION (F-ROC) PROGRAM**

*Section G, Item2.*

Division Point of Contact:	Recovery Bureau
Telephone:	(850) 815-4400
Email:	F-ROC@em.myflorida.com

- a. In the event that different representatives or addresses are designated by either party after submittal of this Form, a notice of the name, telephone, and email of the new representative will be provided to the other party in writing via letter or electronic email.

**(3) TERMS AND CONDITIONS**

Upon the Applicant submitting, via electronic mail to F-ROC@em.myflorida.com, this Form for the F-ROC program, completing the mandatory Opt-In training course, and submitting the mandatory Disaster Readiness Assessment, the Applicant will receive the minimum/baseline score of 10% for work completed projects and work to be completed projects.

- a. Pursuant to this Form, the opt-in/renewal will be for one (1) year and will only cover large, non-expedited, Category A (Debris Removal) and Category B (Emergency Protective Measures) projects. Annual renewal of this Form will begin in June of the year in which the Form is set to expire.
- b. To complete the participation process and receive the 10% baseline, the Applicant must:
  - i. Complete the Opt-In training course with a score of 100%;
  - ii. Submit the signed Participation Opt-in and Renewal Form; and
  - iii. Submit the 2025 DRA.
- c. If an Applicant wishes to increase their score, they can do so by completing the optional items listed below:
  - i. Complete the recommended abatement activities following submittal and review of the DRA.
  - ii. Complete the Post Disaster Questionnaire ("PDQ").
  - iii. Utilize the Division's standardized F-ROC forms.
  - iv. Training (excluding the Opt-in and Leadership courses).
- d. This Form will not apply to any Expedited Projects.
- e. The deadline to opt-in or renew participation in the 2025 term of the F-ROC program, is August 31, 2024.

**2025 PARTICIPATION REQUEST AND RENEWAL FORM  
FLORIDA RECOVERY OBLIGATION CALCULATION (F-ROC) PROGRAM**

*Section G, Item2.*

- f. The implementation of the F-ROC program does not guarantee funding for Applicants. Funding will remain contingent upon obligation by FEMA and the Applicant will be liable for repayment (See (7) REPAYMENTS) upon de-obligation by FEMA of any disbursed funds. Any de-obligation of funding is within FEMA's sole discretion and the Division shall not be liable for FEMA's exercise of its discretion.
- g. If the Applicant seeks to "opt-out" of F-ROC, the Applicant must make a request to that effect in writing to the Division, on their letter head and duly signed by an authorized representative of the Applicant.
- h. The deadline to complete the 2025 DRA, pursuant to this Form, is October 31, 2024.
- i. The deadline to complete any abatement activities shall be March 31<sup>st</sup> of the calendar year after this Form has been executed.
- j. The Applicant shall have sixty (60) days from the date their County is designated under the disaster declaration to complete the applicable PDQ. The PDQ must be completed in order to access additional points and increase the locked-in score. If the Applicant requests an extension on completing the PDQ, such an extension request must be made prior to the obligation of funds for it to impact the Applicant's score and therefore, reflect upon the obligation attaching thereto.
- k. The Applicant and the Division will identify the key Points of Contact (POC) respectively.
- l. The Division reserves the right to remove an Applicant from the program. Furthermore, if the Division has reason to believe that the Applicant is engaged in fraud, waste, abuse, or noncompliance of State and/or Federal laws, the Division may impose a one (1) year prohibition upon the Applicant from participation in the program.
- m. The Applicant's failure to complete the criteria set forth in this Form shall result in a default to the traditional method of disbursing obligated Public Assistance funds; Meaning, the Division will consider failure to complete the requirements as the Applicant voluntarily "opting-out" of the program.
- n. Opt-in/participation renewal duration shall be one (1) year with annual "opt-in" renewals.

**(4) PERIOD OF PERFORMANCE**

This Form survives and remains in effect after termination, for the herein referenced State and Federal audit requirements and the referenced required records retention periods. Work may only be performed during the timeframes established and approved by the State and/or FEMA for each Category of Work type.

**2025 PARTICIPATION REQUEST AND RENEWAL FORM  
FLORIDA RECOVERY OBLIGATION CALCULATION (F-ROC) PROGRAM**

*Section G, Item2.*

**(5) FUNDING**

- a. Participation in the F-ROC program does not guarantee funding and is dependent upon FEMA's obligation.
- b. By signing and returning this Form for F-ROC, Applicants have the potential to receive a score up to 80%. This score is made up of three components:
  - 1. 10% Baseline score for signing and returning this Form. Applicants will receive the baseline score upon submittal of the 2025 DRA.
  - 2. Up to a 50% score for completing the DRA and applicable abatement activities.
  - 3. Up to a 20% score for completing the PDQ.
- c. Applicants who have received EMAP accreditation will receive an additional 5%.
- d. Scores related to any activities completed as a result of this form shall be applied to any Presidentially declared events from July 1, 2025, through June 30, 2026 (this period shall be the relevant period for Disaster Readiness Assessment [DRA]).
- e. The Applicant may choose to receive a lesser score than the score earned through the completion of the above components on a one-time basis per disaster. The Applicant must make a request to that effect in writing to the Division, on their letter head and duly signed by an authorized representative of the Applicant. Such a request must be made prior to the obligation of funds for it to impact the Applicant's score and therefore, reflect upon the obligation attaching thereto.
- f. The Applicant's score directly corresponds to the percent of the eligible obligated amount that will be disbursed to the Applicant upon obligation of the Public Assistance project. After validation of all supporting documentation is complete, the Applicant will receive the remainder of the validated, obligated amount.
- g. If the Applicant has any open receivables with the Division, those receivables must be satisfied before any disbursements are made through the F-ROC program.

**(6) PAYMENT**

- a. The payment method used by the Division is either a Cost Reimbursement or an Advance Payment. Advance Payments are governed by Chapter 216, Florida Statutes. Documentation to support the F-ROC payment must be provided to the Division within 90 days of the disbursement of funds via a Request for Reimbursement in FloridaPA.org. The Division, in its sole discretion, may release funds during or after the term of this form, subject to the availability of funds.
- b. The Division's Grant Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the agreement period and

**2025 PARTICIPATION REQUEST AND RENEWAL FORM  
FLORIDA RECOVERY OBLIGATION CALCULATION (F-ROC) PROGRAM**

Section G, Item2.

produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Applicant.

**(7) REPAYMENTS**

- a. Refunds or repayments of obligated funds may be paid to the Division via offset with another obligated Public Assistance project, check, or a payment plan, as approved by the Department of Financial Services.
- b. All refund or repayments due to the Division under this Agreement are to be made payable to the order of "Florida Division of Emergency Management" and must include the invoice number and the applicable Disaster and Project number(s) that are the subject of the invoice, and be mailed directly to the following address:

Florida Division of Emergency Management Cashier  
2555 Shumard Oak Boulevard  
Tallahassee FL 32399-2100

For the purposes of execution and opt-in/renewal, this Form shall terminate upon the expiration date of June 30, 2025, unless the Applicant renews annually. The Division reserves the right to remove an Applicant from the program. The Division and Applicant agree that all records will be maintained until the conclusion of all applicable record retention periods.

IN WITNESS WHEREOF, the Applicant hereto has executed this Form.

Applicant: City of Chipley

By: \_\_\_\_\_ (Signature)

Name: Tracy L. Andrews

Title: Mayor

Date: August 13, 2024

**2025 PARTICIPATION REQUEST AND RENEWAL FORM  
FLORIDA RECOVERY OBLIGATION CALCULATION (F-ROC) PROGRAM**

*Section G, Item2.*

**ATTACHMENT A: APPLICANT POINTS OF CONTACT**

**F-ROC SMART GRANTS CONTACTS**

	Name	Email Address
Authorized Agent*	Tracy L. Andrews, Mayor	tandrews@cityofchipley.com
Alternate**	Patrice A. Tanner, City Administrator	ptanner@cityofchipley.com
Alternate		
Alternate		
Alternate		
Alternate		
Alternate		

*\*All Applicants must identify an Authorized Agent. The Authorized Agent is the only person who can submit the DRA.*

*\*\*An alternate can do all tasks within the system with the exception of submitting the DRA.*

**F-ROC COMMUNICATIONS DISTRIBUTION LIST**

Name	Email Address
Tracy L. Andrews, Mayor	tandrews@cityofchipley.com
Patrice A. Tanner, City Administrator	ptanner@cityofchipley.com
William G. Lane, Assistant City Administrator/PW Director	glane@cityofchipley.com

*This list will be for anyone you would like to receive F-ROC communications and updates.*





# Florida Division of Emergency Management

***Guy Lane***

*Guy Lane glane@cityofchipley.com 08/06/2024*

has successfully completed the required  
2025 F-ROC Opt-in eLearning

Melissa Foggy  
F-ROC Project Manager



Kevin Guthrie, Director  
Division of Emergency Management



# Florida Division of Emergency Management

***Patrice Tanner***

*City of Chipley ptanner@cityofchipley.com 08/06/2024*

has successfully completed the required  
2025 F-ROC Opt-in eLearning

Melissa Foggy  
F-ROC Project Manager



Kevin Guthrie, Director  
Division of Emergency Management

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

**SUBJECT:** Reappointment of CRA Board Member – Amy Wiwi

<b>MEETING DATE</b>	<b>PREPARED BY</b>
Tuesday, August 13, 2024	Patrice Tanner, City Administrator

**SUMMARY**  
This will reappoint Mrs. Amy Wiwi to the CRA Board for a four-year term ending on September 13, 2028.

**RECOMMENDATION**  
City Staff recommend approval of reappointment of Mrs. Amy Wiwi

**ATTACHMENTS**

- 1. Letter



Dear Council Members,

The Chipley Redevelopment Agency is requesting the reapproval of Amy Wiwi's reappointment to the CRA board. This would extend her spot on the Board until 9/14/2028. Mrs. Wiwi is an asset to our Board and provides a pivotal aspect of the community needed for our Board to function effectively. I appreciate your consideration.

Sincerely,

A handwritten signature in black ink that reads 'Leah Pettis'.

Leah Pettis

Executive Director

CITY OF CHIPLEY  
STAFF REPORT

SUBJECT: Request for Development Order and Certificate of Appropriateness - 1600 Main Street  
- Arbys Restaurant Group.

MEETING DATE	PREPARED BY
Tuesday, August 13 2024,	Tamara Donjuan, Planning & Zoning Officer

SUMMARY

This will approve a Development Order and Certificate of Appropriateness for Arby’s located at 1600 Main Street, Parcel ID:00000000-00-2340-0000, 1.05 acreage for renovations to existing structure. This property is zoned Commercial with an overlay of the Corridor Development District which requires Planning and Zoning and City Council approval.

The proposed renovations meet all standards for design standards for the corridor development district. According to Northwest Florida Water Management District data maps approximately 97% of the property is in Flood Zone "X" which is an area of minimal flood hazard, 3% is in Flood Zone “A”. The structure is not located in flood zone “A.” There will be no change of use or change in square footage to the site.

The proposed renovations will enhance the structure with fresh paint and maintenance. The renovations will allow the structure to keep its character and charm that is an aesthetic blend with the area.

The Planning and Zoning Commission met on August 8, 2024. **Approved 3-0**

RECOMMENDATION

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

ATTACHMENTS

- 1. Development Order Packet

# City of Chipley Development Order

File No. 655 Fees Paid \$ 100

Name of Owner: Arbys Restaurant Group (Patrick Ault) Phone #: 865-296-9689

Address: 865-296-9689

Name of Developer/Contractor: TBD

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

Type of Development: Restaurant Parcel Size: 1.05

Location of Development: 1600 Main St Chipley, FL

Land Use Designation: Corridor Development District Sq. Ft. of Building 2,035

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

existing acct  
City Utilities Needed? Potable Water Waste Water Natural Gas Garbage

Attachments to Order: 1. Land use 2. Sign permit

3. COA 4. Flood info

Date of Planning & Zoning Commission Approval: August 8, 2024

Date of City Council Approval: August 13, 2024

Contingencies/Conditions of Approval: \_\_\_\_\_

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

Signature – City Administrator \_\_\_\_\_ Date \_\_\_\_\_ Attest \_\_\_\_\_ Date \_\_\_\_\_

SEAL

Owner/Developer/Contractor: Arbys Restaurant

Add/Change/Void Cash Receipt CD3009062

Money Received

Add Money To Receipt

Amount	Type	Payment Info
100.00	PP	MASTERCARD: 1825 / AUTH 159384018

Provider Fees Paid: \$3.00

Distributions

Add Distribution

Type	Amount	Apply To	Description	For	Discount Pen Forgive
FMSD	100.00	DIST CD: 2550	PLANNING & ZONING FEES	ARBY'S	0.00

Operator Code: JANET

Receipt Code: CD3009062

Receipt Date: 07/17/24

☐ Voided

Distributions: 100.00

Money: 100.00

Change Due: 0.00

☒ From: JENNIFER ADAMS - ARBY'S

Email Address:

Destination Phone:



# City of Chipley

## Land Use Compliance Certificate



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

Verification provided for (Owner's Name): Arbys Restaurant Group (Patrick Ault)

Project Site Address: 1600 Main St Chipley, FL 32428

Phone Number: Arbys Restaurant Group (Patrick Ault)

Contractor Name/Address 865-296-9689

Contractor Phone #: 865-296-9689 Parcel I.D. Number: TBD 00-2340-0000

### 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 Corridor Development District	<input checked="" type="radio"/>	Public/Semi Public/Educational	<input type="radio"/>

Flood Zone: ☐ Yes ☒ No Zone Type Corridor Development District

Scope of work (Please provide details of all work):  
EXTERIOR ELEVATION REMODEL. SITE MAINTENANCE REFRESH PAINT .  
INTERIOR WORK INCLUDES NEW SEATING, DECOR THROUGHOUT. RESTROOM  
MODIFICATION. NO CHANGE IN USE. NO CHANGE OF SQUARE FOOTAGE.

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.

Melissa Solis

Applicant

7/17/2024

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.



APPLICATION FOR CERTIFICATE OF APPROPRIATENESS

Name: Core States Group (Melissa Solis)

Address: 4240 E Jurupa St #402  
Ontario, CA 91761

Phone #:

Address of property to be improved: 1600 Main St Chipley, FL 32428

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

EXTERIOR ELEVATION REMODEL. SITE MAINTENANCE REFRESH PAINT.  
INTERIOR WORK INCLUDES NEW SEATING, DECOR THROUGHOUT. RESTROOM MODIFICATION.  
NO CHANGE IN USE. NO CHANGE OF SQUARE FOOTAGE.

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

I (name of applicant) Melissa Solis 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:

Signature/Title/Authority

# City of Chipley

## Sign Application & Permit

Date: 7/17/24 Permit #: \_\_\_\_\_

Applicant's Name: Kaitlin McGinnis at Anchor Sign, Inc.

Business Name: Arby's Phone #: 843-576-3241

Address of Sign: 1600 Main St

Name & Address of Sign Contractor: Anchor Sign, Inc. / David Jackson - Qualifier

Permit Fee: \_\_\_\_\_  
2200 Discher Ave  
Charleston, SC 29405

.....  
 Please provide the following information:

1. Type of Sign(s): ☒ 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: Internal illumination w/ LEDs
4. Land Use Designation: Commercial
5. Number of Existing Signs on Property: 0

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

David Jackson  
 Signature: Owner/Contractor

7-17-24  
 Date

<b>SIGN F</b>	Arby's B14 Reader Board Reface/Retrofit
Type:	D/F Pylon Cabinet w/ Reader Board
Illumination:	Internally Illuminated w/ LEDs
Square Footage:	Top Cabinet: 140.20   Reader Board: 45.09

- Remove existing top cabinet from pylon
- Existing footer and pole to remain
- Reader board detail page on next page



#### Electrical Detail:

- White LEDs  
 (4) GEPS24-100U-NA @ 1.1 amps each  
 Total Amps: 4.4  
 (1) 20 amp 120V Circuit Req.



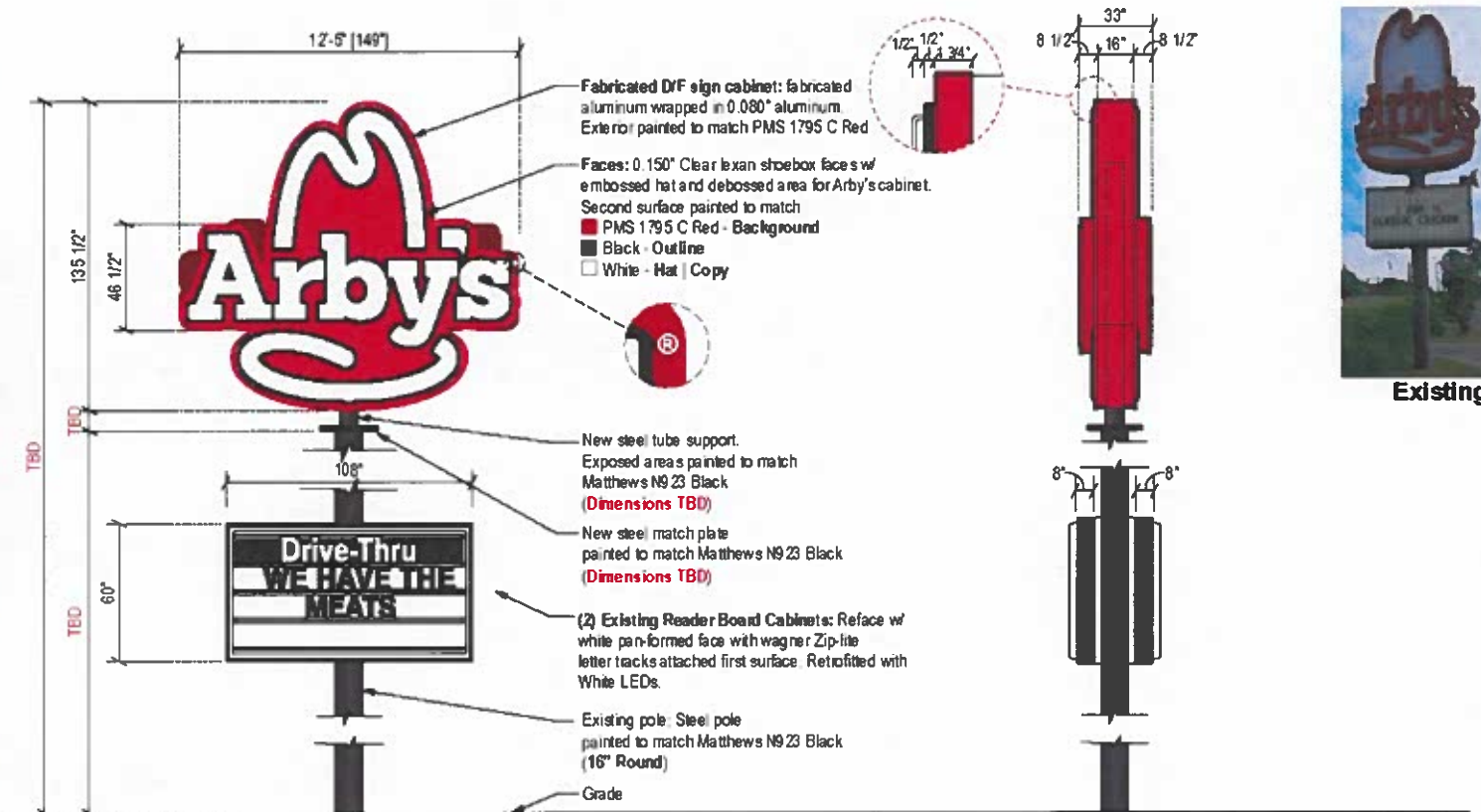
#### General Notes:

This sign is to be installed in accordance with the requirements of Article 600 of the National Electrical Code.

- 1) Grounded and bonded per NEC 600.7/NEC 250
- 2) Existing branch circuit in compliance with NEC 600.5, not to exceed 20 amps
- 3) Sign is to be UL listed per NEC 600.3
- 4) UL disconnect switch per NEC 600.6- required per sign component before leaving manufacturer\*  
 \*For multiple signs, a disconnect is permitted but not required for each section

Quellier- David W. Jackson - ES-0000291

1.800.313.3331



**D/F Pylon Sign - Elevation**  
**B14**  
 Scale: 3/16" = 1'-0"

**Side View**  
 Scale: 3/16" = 1'-0"



Existing

Allowable Square Footage of Pylon:	TBD
Formula:	
Actual Square Footage of this Pylon:	185.29



Client: Arby's  
 Site #: ARB-7767  
 Address: 1600 Main Street  
 Chipley, FL 32428

REVISION INFO  
 06/20/2024 Original Renderings  
 07/17/2024 Updated Sign B to 22' 58" & Sign C & D to 27' 116"

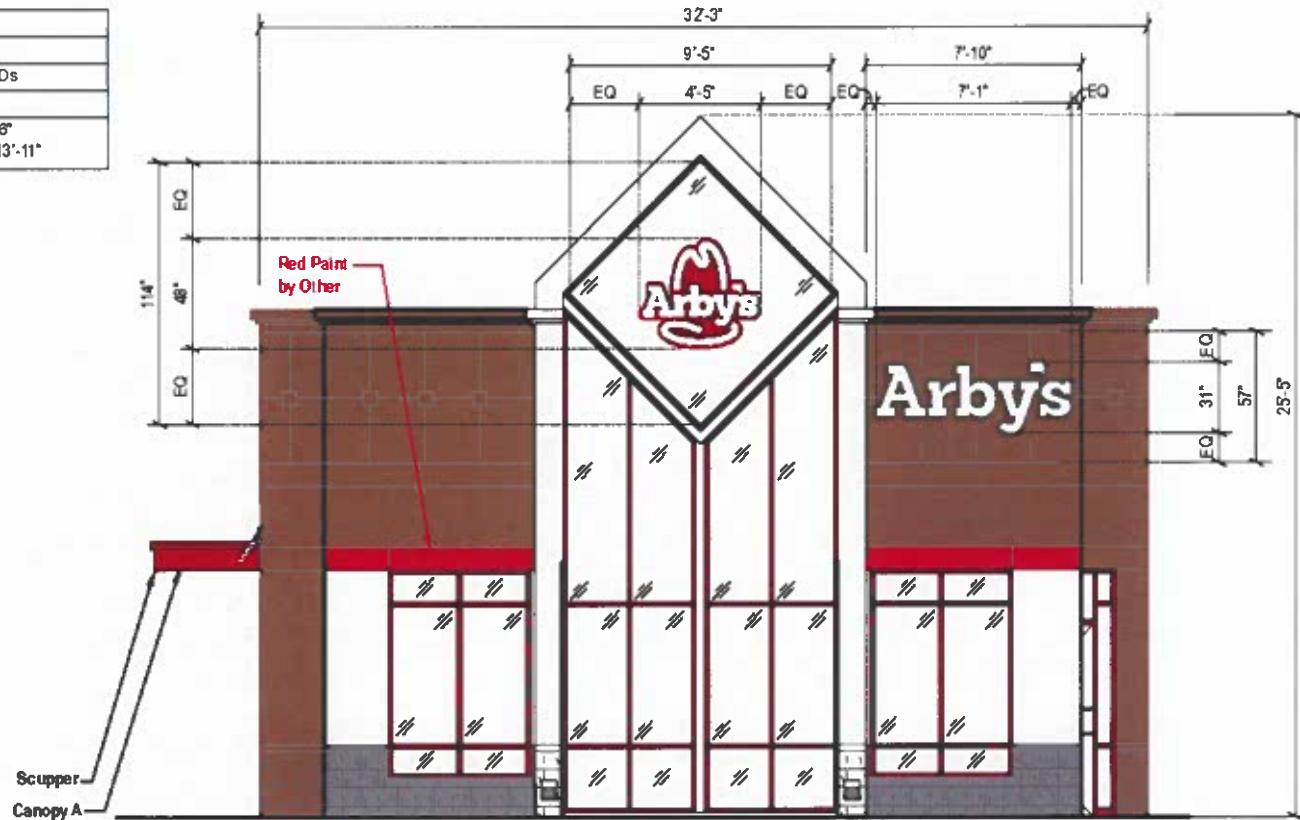
SS  
 KH

This rendering is the property of Anchor Sign, Inc. It is for the exclusive use of Anchor Sign, Inc. and the party who requested the rendering. It is an unpublished original drawing not to be distributed, reproduced, or modified without the consent of Anchor Sign, Inc. Please contact your account manager with questions regarding this statement.

**AnchorSign.**  
 1.800.213.3331

<b>SIGN A</b>	48" Arby's
Type:	S/F Interior Hanging Hat Logo
Illumination:	Internally Illuminated w/ LEDs
Square Footage:	17.67

<b>SIGN B</b>	22 5/8" Arby's
Type:	Individual Channel Letters
Illumination:	Internally Illuminated w/ LEDs
Square Footage:	18.30
To Grade:	Top of Sign to Grade = 16'-6"
	Bottom of Sign to Grade = 13'-11"



**Front Elevation (East)**

Scale: 3/16" = 1'-0"

Allowable Square Footage (at this Elevation):	180
Formula:	
Actual Square Footage of this Elevation:	35.97

Qualifier - David W. Jackson - E8-0000291  
1.800.213.3331

<b>Arby's</b>	Client: Arby's Site #: ARB-7767 Address: 1600 Main Street Chipley, FL 32428	REVISION INFO	06/20/2024	Original Renderings	SS KH	This rendering is the property of Anchor Sign, Inc. It is for the exclusive use of Anchor Sign, Inc. and the party who requested the rendering. It is an unpublished original drawing not to be distributed, reproduced or modified without the consent of Anchor Sign, Inc. Please contact your account manager with questions regarding this statement.
			07/17/2024	Updated Sign B to 22 5/8" & Sign C & D to 27 1/16"		

**AnchorSign.**  
1.800.213.3331

<b>SIGN C</b>	27 1/16" Arby's
Type:	Individual Channel Letters
Illumination:	Internally Illuminated w/ LEDs
Square Footage:	26.14
To Grade:	Top of Sign to Grade = 16'-9"
	Bottom of Sign to Grade = 13'-8"



Existing



Right Elevation (North)

Scale: 1/8" = 1'-0"

Qualifier - David W. Jackson - E8-0000291  
1.800.213.3331

Allowable Square Footage for this Elevation:	TBD
Formula:	
Actual Square Footage of this Elevation:	26.14

<b>Arby's</b>	Client: Arby's Site #: ARB-7787 Address: 1600 Main Street Chipley, FL 32428	REVISION INFO	06/20/2024	Original Renderings	SS KH	This rendering is the property of Anchor Sign, Inc. It is for the exclusive use of Arby's, Inc. and the party who requested the rendering. It is an unpublished original drawing not to be distributed, reproduced, or modified without the consent of Anchor Sign, Inc. Please contact your account manager with questions regarding this statement.	<b>AnchorSign.</b> 1.800.213.3331
			07/17/2024	Updated Sign B to 22 5/8" & Sign C & D to 27 1/16"			

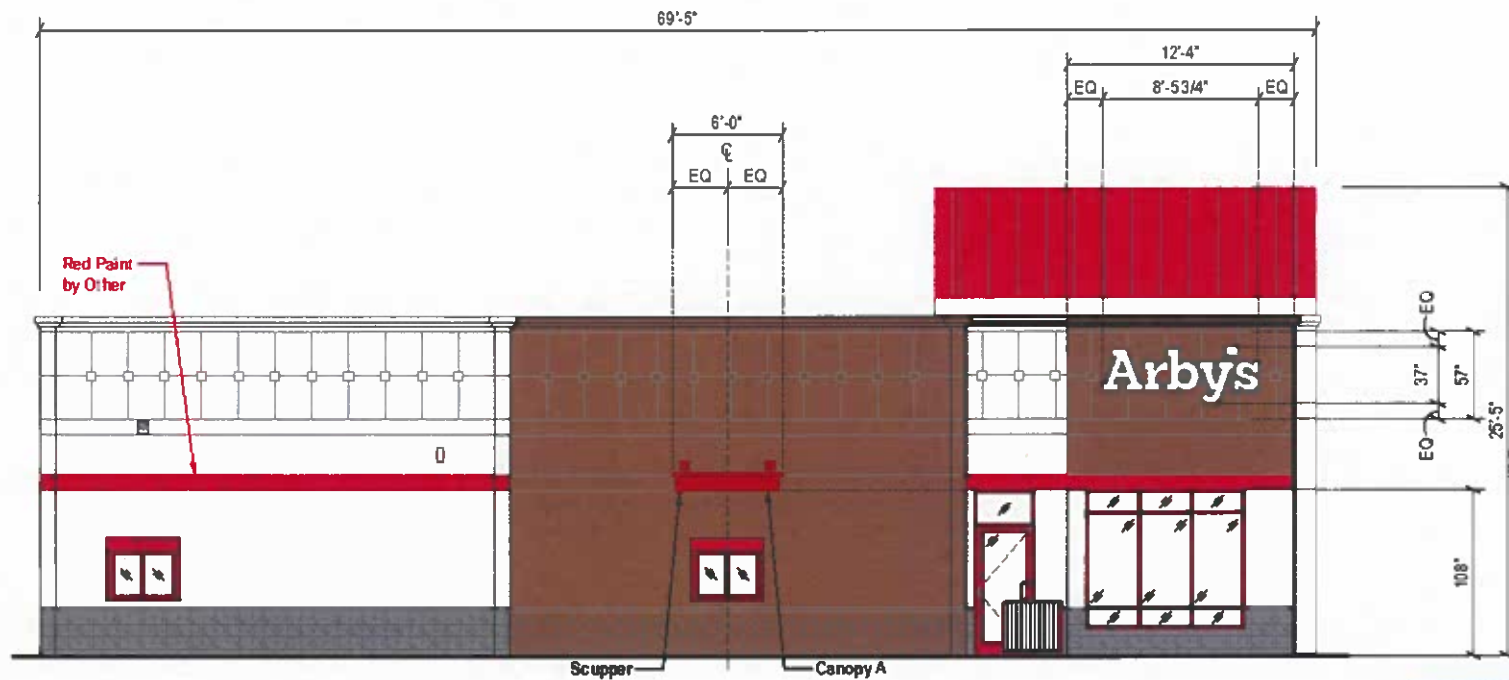


<b>SIGN D</b>	27 1/16" Arby's
Type:	Individual Channel Letters
Illumination:	Internally Illuminated w/ LEDs
Square Footage:	26.14
To Grade:	Top of Sign to Grade = 16'-3"
	Bottom of Sign to Grade = 14'-2 1/4"

<b>Canopy A</b>	Arby's
Type:	12' Drive-Thru Canopy
Illumination:	Internally Illuminated w/ LEDs
To Grade:	Bottom of Canopy to Grade = 9'-0"



Existing



Left Elevation (South)

Scale: 1/8" = 1'-0"

Qualifier -David W. Jackson - ES-0000291  
1.800.313.3331

Allowable Square Footage of this Elevation	TBD
Formula:	
Actual Square Footage of this Elevation	26.14



Client: Arby's  
Site #: ARB-7767  
Address: 1600 Main Street  
Chipley, FL 32428

REVISION INFO  
06/20/2024 Original Renderings  
07/17/2024 Updated Sign B to 22 5/8" & Sign C & D to 27 1/16"

SS  
KH

This rendering is the property of Anchor Sign, Inc. It is for the exclusive use of Arby's, Inc. and the party which requested the rendering. It is an unpublished original drawing not to be distributed, reproduced or exhibited without the consent of Anchor Sign, Inc. Please contact your account manager with questions regarding this statement.

**AnchorSign.**  
1.800.213.3331

# NWFWMD Report

Section G, Item4.

## Geographical Information

Latitude/Longitude: 30.75475,-85.55043  
 Address: Arby's, 1600 Main St, Chipley, FL, 32428, USA  
 Parcel ID: 00000000-00-2340-0000  
 Firm Panel (Preliminary): N/A  
 Firm Panel (Effective): 12133C0070D

Effective SFHA Flood Map (Effective Issue Date: 7/4/2011)



## Flood Information

### Flood Zone Information

#### Preliminary Flood Zone

Location of Interest: N/A  
 Parcel: N/A  
 Base Flood Information\*: N/A

#### Effective Flood Zone

Location of Interest: X  
 Parcel: A:3%; X:97%;  
 Base Flood Information\*: N/A

\*The computed elevation to which floodwater is anticipated to rise during the base flood (100 Year Flood). Base Flood Elevations (BFEs) are shown on Flood Insurance Rate Maps (FIRMs) and on the flood profiles. The BFE is the regulatory requirement for the elevation or floodproofing of structures. The relationship between the BFE and a structure's elevation determines the flood insurance premium. Datum of measurement is NAVD1988.

**Zone VE:** A coastal area inundated by 100-year flooding and subject to a velocity hazard (wave action) where BFEs have been determined. **Zone AE:** An area inundated by 100-year flooding, for which BFEs have been determined. **Zone AO/AH:** An area inundated by 100-year flooding; (AO) Sheet flow, ponding, or shallow flooding where Base Flood Depths are provided; (AH) Shallow flooding base floodplain where BFE's have been determined. **Zone A:** An area inundated by 100-year flooding, for which no BFEs have been determined. **Zone 0.2PCT (0.2 PCT ANNUAL CHANCE FLOOD HAZARD/X500):** An area inundated by 500-year flooding an area inundated by 100-year flooding with average depths of less than 1 foot or with drainage areas less than 1 square mile or an area protected by levees from 100-year flooding. **Zone X:** An area of minimal flood hazard.

#### Disclaimer:

Although derived directly from a variety of sources, including the Federal Emergency Management Agency's (FEMA's) Flood Insurance Rate Maps (FIRMs), the District's digital elevation model, the counties' digital parcel maps and data from other governmental sources, the data provided through this portal is for informational purposes only. The user is advised to be aware that for flood insurance or regulatory determinations, or for supporting an application for a Letter of Map Change (LOMC), only the official and latest FEMA FIRM and Flood Insurance Study (FIS) report should be consulted. Also, all elevation data submitted in support of a LOMC application must be certified by a licensed land surveyor, engineer, or architect. The NWFWMD, FEMA, its agents, and partners shall not be held responsible for the misuse or misinterpretation of the information presented in this portal.

CITY OF CHIPLEY

STAFF REPORT

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

MEETING DATE	PREPARED BY
Thursday, August 8, 2024,	Tamara Donjuan, Planning & Zoning Officer

SUMMARY

This will approve a Development Order and Certificate of Appropriateness for Innovations Financial Credit Union located at 976 Main Street, Parcel ID:00000000-00-1893-0000, .964 acreage for redevelopment. This property is zoned Neighborhood Commercial with an overlay of the Corridor Development District which requires Planning and Zoning and City Council approval.

The proposed development meets all standards for uses allowed, density and intensity, and design standards for the corridor development district. According to Northwest Florida Water Management District data maps approximately 100% of the property is in Flood Zone "X" which is an area of minimal flood hazard. The redevelopment will not create impervious surfaces and is exempt for additional stormwater management.

The proposed redevelopment will keep its character and charm that is an aesthetically blend with the area. The redevelopment will provide additional job growth and additional services to the community.

The Planning and Zoning Commission met on August 8, 2024. **Approval 3-0 for the Development Order and Certificate of Appropriateness with the exception of parking and ADA that will need to come back to Planning & Zoning for approval within 60 days.**

RECOMMENDATION

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

ATTACHMENTS

- 1. Development Order Packet



# **City of Chipley Development Order**

File No. C657 Fees Paid \$ 100  
 Name of Owner: Innovations Financial Credit Union Phone #: 850-867-5172  
 Address: 976 Main Street, Chipley, FL 32428  
 Name of Developer/Contractor: Mainstreet Property Solutions  
 Address: 777 Hutchinson Road, Chipley, FL 32428 Phone #: 850-703-0084  
 Type of Development: Credit Union Parcel Size: 0.964 acres  
 Location of Development: 976 Main Street, Chipley, FL 32428  
 Land Use Designation: Neighborhood Commercial Sq. Ft. of Building 1,954

Site Plan Required? Yes ☐ No ☒ Stormwater Permit Required? Yes ☐ No ☒

City Utilities Needed? Potable Water ☐ Waste Water ☐ Natural Gas ☐ Garbage ☐  
Existing

Attachments to Order: 1. Land Use 2. Sign  
 3. COA 4. MSC.

Date of Planning & Zoning Commission Approval: August 8, 2024

Date of City Council Approval: August 13, 2024

Contingencies/Conditions of Approval: \_\_\_\_\_

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

\_\_\_\_\_  
 Signature – City Administrator Date Attest Date

**SEAL**

Owner/Developer/Contractor: INNOVATIONS Financial Credit Union

**Add/Change/Void Cash Receipt CD3009060**Print  
ReceiptVoid  
ReceiptClose  
Receipt

UBS

STS

FMS

**Money Received**

+ Add Money To Receipt

	Amount	Type	Payment Info
	100.00	PP	VISA: 3437 / AUTH: 159381180

**Provider Fees Paid: \$3.00****Distributions**

+ Add Distribution

	Type	Amount	Apply To	Description	For	Discount Pen Forgive
	FMSD	100.00	DIST CD: 2550	PLANNING & ZONING FEES		0.00

**Operator Code:** TIFFANY**Receipt Code:** CD3009060**Receipt Date:** 07/17/24☐ **Voided****Distributions:** 100.00**Money:** 100.00**Change Due:** 0.00 **From:** AMANDA LEONARD/INNOVATIONS**Email Address:****Destination Phone:**



City of Chipley  
Land Use Compliance Certificate



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

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

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

Phone Number: 850-867-5172

Contractor Name/Address \_\_\_\_\_

Contractor Phone #: \_\_\_\_\_ Parcel I.D. Number: \_\_\_\_\_

City of Chipley Future Land Use Designation

Low Density Residential	<input type="radio"/>	Neighborhood Commercial	<input checked="" 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 type="radio"/>	Public/Semi Public/Educational	<input type="radio"/>

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

Scope of work (Please provide details of all work): Paint exterior, add 6 parking bumpers to grassy area, add exterior security cameras, add alarm system, add monument sign to front yard

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.

[Signature] Applicant Facilities Manager Date 7/17/24

\_\_\_\_\_  
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.

APPLICATION FOR CERTIFICATE OF APPROPRIATENESS

Name: Innovations Financial Credit Union

Address: 976 Main Street  
Chipley, FL 32428

Phone #: 950-867-5172

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

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

monument sign, re-paint exterior with Sherwin Williams SW-7005  
'Pure White' & SW-7006 'Grizzle Gray' around window trim.  
Add 6 parking spaces to grassy area

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

I (name of applicant) Amanda Leonard 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.

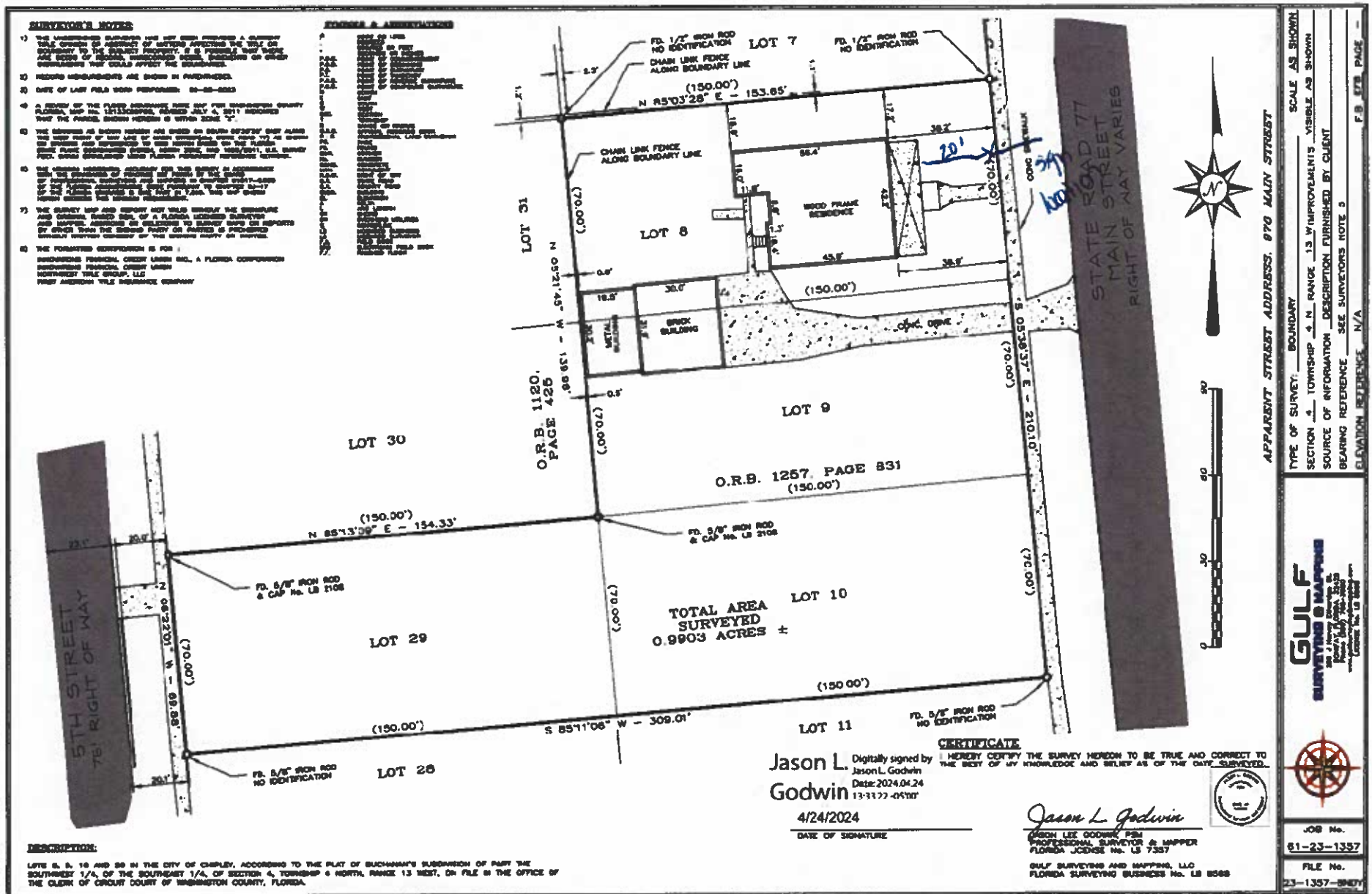
Signed: [Signature] Date: 7/17/24

\*\*\*\*\*

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

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

\_\_\_\_\_  
Signature/Title/Authority







# City of Chipley

## Sign Application & Permit

Date: 7/17/24 Permit #: \_\_\_\_\_

Applicant's Name: Innovations Financial Credit Union

Business Name: Innovations Financial Credit Union Phone #: 850-867-5172

Address of Sign: 976 Main St., Chipley, FL 32428

Name & Address of Sign Contractor: Advanced Signs

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

.....  
Please provide the following information:

1. Type of Sign(s): ☒ 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: internally illuminated
4. Land Use Designation: Neighborhood Commercial
5. Number of Existing Signs on Property: 0

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

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

\_\_\_\_\_  
Date

# INNOVATIONS FINANCIAL CREDIT UNION

PDF Created at:

6/18/2024  
2:39:48 PM

## BACKGROUND FOR VIEW ONLY:



### DESCRIPTION:

1. CUSTOM FABRICATED ALUMINUM CABINET INTERNALLY ILLUMINATED (DEPTH CAN VARY).
2. FLAT LEXAN FACE WITH CUSTOM TRANSLUCENT GRAPHICS.
3. GENSTONE FAUX BRICK
4. SQ ALUMINUM SUPPORTS SECURED WITH CONCRETE FOUNDATION.
5. 2\" SQ ALUMINUM ACCENT BAND

10 Monument Sign / Double-Sided  
Foundation Mount - Qty 1

○ White

● PANTONE 3015 C

Sales Rep: STEVE CLEMENTS Designer:

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WWW.ADV-SIGNS.COM  
7518 McElvey Rd  
Panama City Beach, FL 32408  
TEL 850-914-9925  
FAX 800-368-9925

Contact Name: AMANDA LEONARD

Contact Ph: 850.243.0682

Contact Email: ALEONARD@INNOVATIONSFCU.ORG

WO#S106

WO9106 - INNOVATIONS - MONUMENT SIGN, WALL GRAPHICS AND PLAQUE - MAY2024 fs

Job Type: true

Ship/install location: 976 Main Street, Chipley, FL 32428

Fonts:

\\ADV-NAS\Graphics\ART\INNOVATIONS\WO9106 - INNOVATIONS - MONUMENT SIGN, WALL GRAPHICS AND PLAQUE - MAY2024



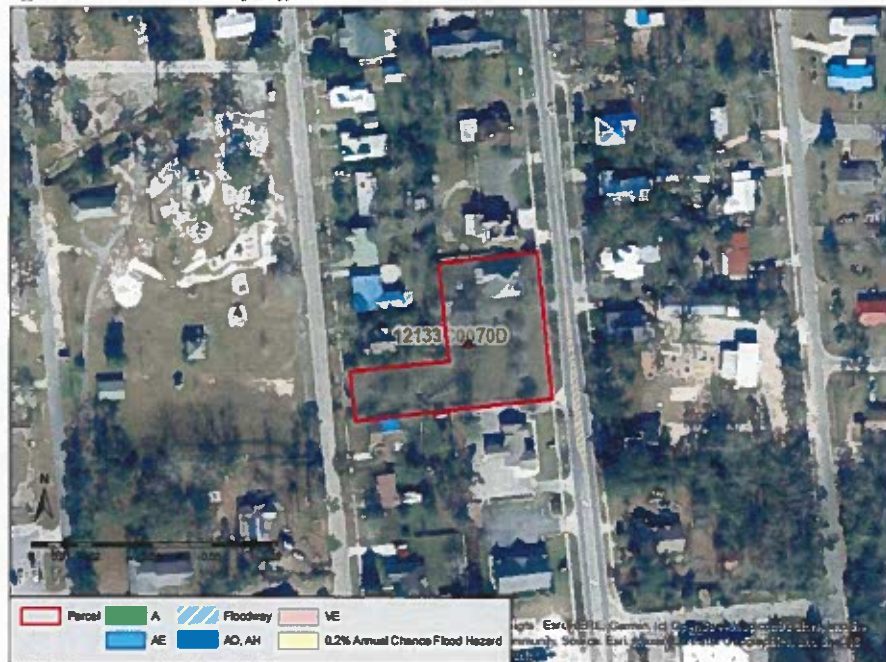
# NWFWMD Report

Section G, Item5.

## Geographical Information

Latitude/Longitude: 30.77375,-85.53820  
 Address: 976 Main St, Chipley, FL, 32428, USA  
 Parcel ID: 00000000-00-1893-0000  
 Firm Panel (Preliminary): N/A  
 Firm Panel (Effective): 12133C0070D

Effective SFHA Flood Map (Effective Issue Date: 7/4/2011)



## Flood Information

### Flood Zone Information

#### Preliminary Flood Zone

Location of Interest: N/A  
 Parcel: N/A  
 Base Flood Information\*: N/A

#### Effective Flood Zone

Location of Interest: X  
 Parcel: X:100%;  
 Base Flood Information\*: N/A

\*The computed elevation to which floodwater is anticipated to rise during the base flood (100 Year Flood). Base Flood Elevations (BFEs) are shown on Flood Insurance Rate Maps (FIRMs) and on the flood profiles. The BFE is the regulatory requirement for the elevation or floodproofing of structures. The relationship between the BFE and a structure's elevation determines the flood insurance premium. Datum of measurement is NAVD1988.

**Zone VE:** A coastal area inundated by 100-year flooding and subject to a velocity hazard (wave action) where BFEs have been determined. **Zone AE:** An area inundated by 100-year flooding, for which BFEs have been determined. **Zone AO/AH:** An area inundated by 100-year flooding: (AO) Sheet flow, ponding, or shallow flooding where Base Flood Depths are provided; (AH) Shallow flooding base floodplain where BFEs have been determined. **Zone A:** An area inundated by 100-year flooding, for which no BFEs have been determined. **Zone 0.2PCT (0.2 PCT ANNUAL CHANCE FLOOD HAZARD/X500):** An area inundated by 500-year flooding an area inundated by 100-year flooding with average depths of less than 1 foot or with drainage areas less than 1 square mile or an area protected by levees from 100-year flooding. **Zone X:** An area of minimal flood hazard.

#### Disclaimer:

Although derived directly from a variety of sources, including the Federal Emergency Management Agency's (FEMA's) Flood Insurance Rate Maps (FIRMs), the District's digital elevation model, the counties' digital parcel maps and data from other governmental sources, the data provided through this portal is for informational purposes only. The user is advised to be aware that for flood insurance or regulatory determinations, or for supporting an application for a Letter of Map Change (LOMC), only the official and latest FEMA FIRM and Flood Insurance Study (FIS) report should be consulted. Also, all elevation data submitted in support of a LOMC application must be certified by a licensed land surveyor, engineer, or architect. The NWFWMD, FEMA, its agents, and partners shall not be held responsible for the misuse or misinterpretation of the information presented in this portal.

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Request for Development Order and Certificate of Appropriateness – 1440 Main Street – PanCare

MEETING DATE	PREPARED BY
Tuesday, August 13, 2024	Tamara Donjuan, Planning & Zoning Officer

SUMMARY

This will approve a Development Order and Certificate of Appropriateness for the property located at 1440 Main Street, Parcel ID:00000000-00-2218-0032, 1.268 acreage for redevelopment and new construction. This property is zoned Commercial with an overlay of the Corridor Development District which requires Planning and Zoning and City Council approval.

The proposed development meets all standards for uses allowed, density and intensity, and design standards for the corridor development district. According to Northwest Florida Water Management District data maps approximately 100% of the property is in Flood Zone "X" which is an area of minimal flood hazard. The redevelopment and new construction will not create impervious surfaces and is exempt for additional stormwater management.

The proposed development will be an asset to the city that promotes job growth and added healthcare availability to the community.

The Planning and Zoning Commission met on August 1, 2024. **Approved 3-0**

RECOMMENDATION

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

ATTACHMENTS

1. Development Order Packet
2. Proposed Site Plan
3. Elevations of the Structure

# City of Chipley Development Order

File No. 653 Fees Paid \$ 100.00

Name of Owner: PANCRE OF FLORIDA Phone #: (850) 769-1551

Address: 402 E 11TH ST. PANAMA CITY FL, 32401

Name of Developer/Contractor: ALLSTATE CONSTRUCTION

Address: 5718 TOWER RD TALLAHASSEE, FL 32303 Phone #: (850) 514-1004

Type of Development: COMMERCIAL Parcel Size: 1.268 ACRES

Location of Development: 1440 MAIN ST. CHIPLEY, FL 32428

Land Use Designation: COMMERCIAL Sq. Ft. of Building 5,348

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

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

Attachments to Order: 1. Civil plans 2. Land use

3. COA 4. miscellaneous

Date of Planning & Zoning Commission Approval: August 1, 2024 6:30 pm

Date of City Council Approval: August 13, 2024 5 pm

Contingencies/Conditions of Approval: Signage same or similar to

pictures provided.

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

Signature – City Administrator

Date

Attest

Date

SEAL

Owner/Developer/Contractor: Pan Care/Nono/Allstate Construction

Print  
Receipt

Void  
Receipt

Close  
Receipt

UBS

STS

FMS

Money Received

+Add Money To Receipt

	Amount	Type	Payment Info
	100.00	PP	MASTERCARD: 6456 / AUTH: 159026681

Provider Fees Paid: \$3.00

Distributions

+Add Distribution

	Type	Amount	Apply To	Description	For	Discount Pen Forgive
	FMSD	100.00	DIST CD: 2550	PLANNING & ZONING FEES		0.00

Operator Code: JANET

Receipt Code: CD3008988

Receipt Date: 07/11/24

☐ Voided

Distributions: 100.00

Money: 100.00

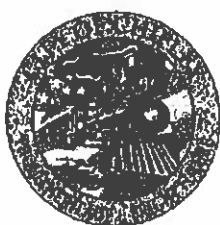
Change Due: 0.00

☒ From: PLANNING & ZONING FEES

Email Address:

Destination Phone:

All state (pancare)



# City of Chipley

## Land Use Compliance Certificate

Fee Amount \$ 00 7/11/24



Verification provided for (Owner's Name): PANCRE OF FLORIDA

Project Site Address: 1440 MAIN ST. CHIPLEY FL 32428

Phone Number: (850) 769-1591

Contractor Name/Address ALLSTATE CONSTRUCTION 5918 TOWER RD. TALLAHASSEE FL 32303

Contractor Phone #: (850) 514-1004 Parcel I.D. Number: 00000000-00-2218-0032

### 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 X

Scope of work (Please provide details of all work): THE SCOPE OF WORK FOR THE CURRENT PLANS IS A FULL RENOVATION OF THE EXISTING BUILDING (TINDALL FEDERAL CREDIT UNION) INTO A PANCRE PHARMACY, CLINIC AND DENTAL OFFICE MULTI USE SPACE. ALONG WITH THE RENOVATION TO THE EXISTING BUILDING WE WILL BE ADDING ADDITIONAL BUILDING SPACE WHERE THE CURRENT DRIVE THROUGH IS LOCATED.

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.

ALLSTATE CONSTRUCTION  
Applicant

07/09/2024  
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.

## APPLICATION FOR CERTIFICATE OF APPROPRIATENESS

Name: PANCARE OF FLORIDA

Address: 403 E 11th St. PANAMA CITY.

Phone #: (850) 514-1004

FL 92401

Address of property to be improved: 1440 MAIN ST. CHIPLEY FL, 32428

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

NEW CONSTRUCTION WILL MATCH COLORS OF EXISTING BUILDING

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

I (name of applicant) Taron Lawton 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: John Miller Date: 7/10/2024

\*\*\*\*\*

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

Comments:

Signature/Title/Authority



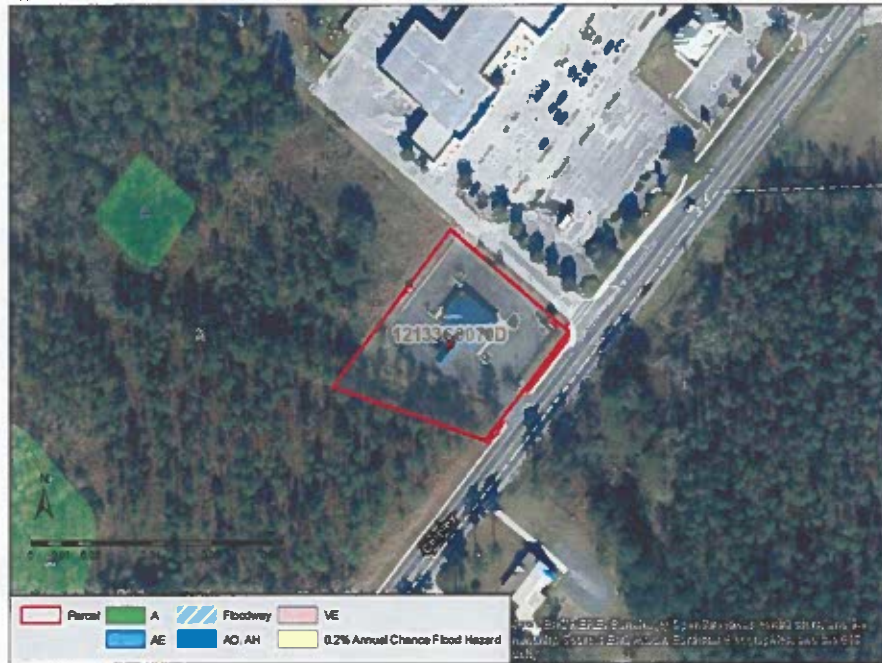
# NWFWMD Report

Section G, Item6.

## Geographical Information

Latitude/Longitude: 30.76027,-85.54669  
 Address: Tyndall Fcu, 1440 Main St, Chipley, FL, 32428, USA  
 Parcel ID: 00000000-00-2218-0032  
 Firm Panel (Preliminary): N/A  
 Firm Panel (Effective): 12133C0070D

Effective SFHA Flood Map (Effective Issue Date: 7/4/2011)



## Flood Information

### Flood Zone Information

#### Preliminary Flood Zone

Location of Interest: N/A  
 Parcel: N/A  
 Base Flood Information\*: N/A

#### Effective Flood Zone

Location of Interest: X  
 Parcel: X:100%;  
 Base Flood Information\*: N/A

\*The computed elevation to which floodwater is anticipated to rise during the base flood (100 Year Flood). Base Flood Elevations (BFEs) are shown on Flood Insurance Rate Maps (FIRMs) and on the flood profiles. The BFE is the regulatory requirement for the elevation or floodproofing of structures. The relationship between the BFE and a structure's elevation determines the flood insurance premium. Datum of measurement is NAVD1988.

**Zone VE:** A coastal area inundated by 100-year flooding and subject to a velocity hazard (wave action) where BFEs have been determined. **Zone AE:** An area inundated by 100-year flooding, for which BFEs have been determined. **Zone AO/AH:** An area inundated by 100-year flooding; (AO) Sheet flow, ponding, or shallow flooding where Base Flood Depths are provided; (AH) Shallow flooding base floodplain where BFE's have been determined. **Zone A:** An area inundated by 100-year flooding, for which no BFEs have been determined. **Zone 0.2PCT (0.2 PCT ANNUAL CHANCE FLOOD HAZARD/X500):** An area inundated by 500-year flooding or an area inundated by 100-year flooding with average depths of less than 1 foot or with drainage areas less than 1 square mile or an area protected by levees from 100-year flooding. **Zone X:** An area of minimal flood hazard.

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**DAG ARCHITECTS**  
 400 Main Street, Suite 100, Panama City, FL 32401  
 904.371.1111  
 www.dagarchitects.com

PERMIT DRAWINGS

Digitally signed  
 by Owen Eric  
 Gipsen  
 Date:  
 2024.07.02  
 07:30:17-05'00'

PANCRE OF FLORIDA, INC.  
**RENOVATIONS &  
 NEW CONSTRUCTION  
 FOR PANCRE CHIPLEY**  
 1440 MAIN ST., CHIPLEY, FL 32428

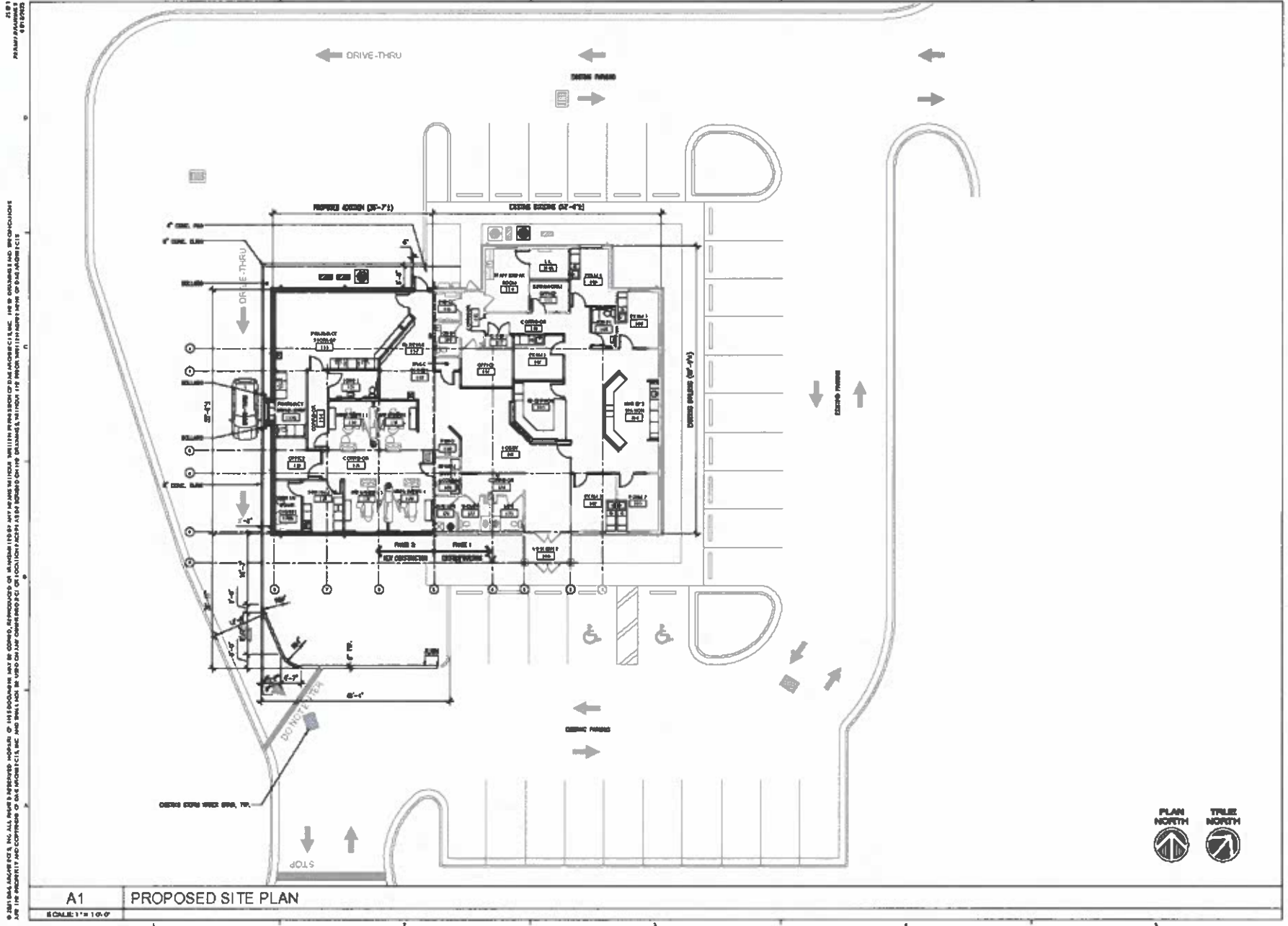


REVISIONS		
No.	Description	Date

SITE PLAN

PROJECT NUMBER: 23071  
 DATE: 06/18/24

A100



A1 PROPOSED SITE PLAN

SCALE: 1" = 100'

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435 Main Street, Suite 1, Portland, ME 04101  
 207.774.1871  
[www.bayarea.com](http://www.bayarea.com)

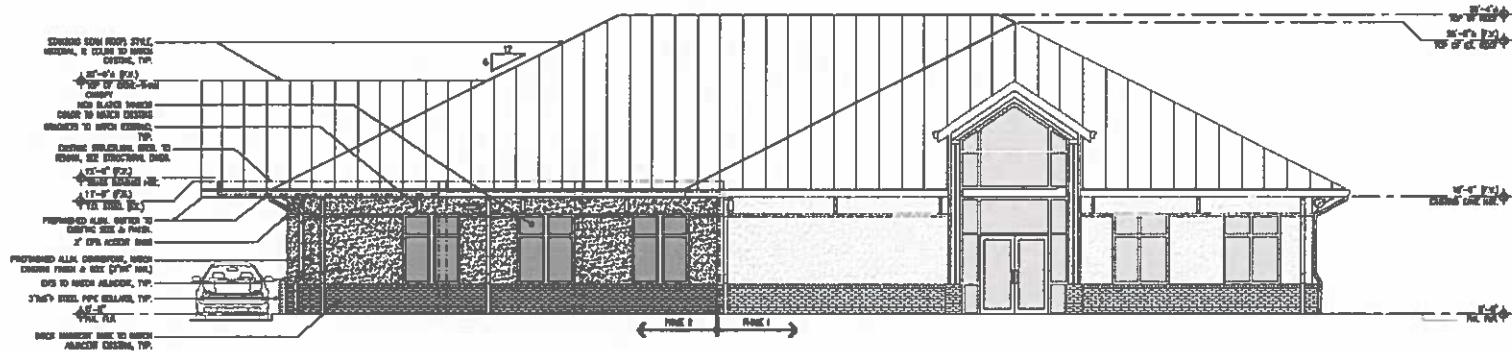


**RENOVATIONS &  
NEW CONSTRUCTION  
FOR PANCARE CHIPLEY**  
1440 MAIN ST. CHIPLEY, FL 32428

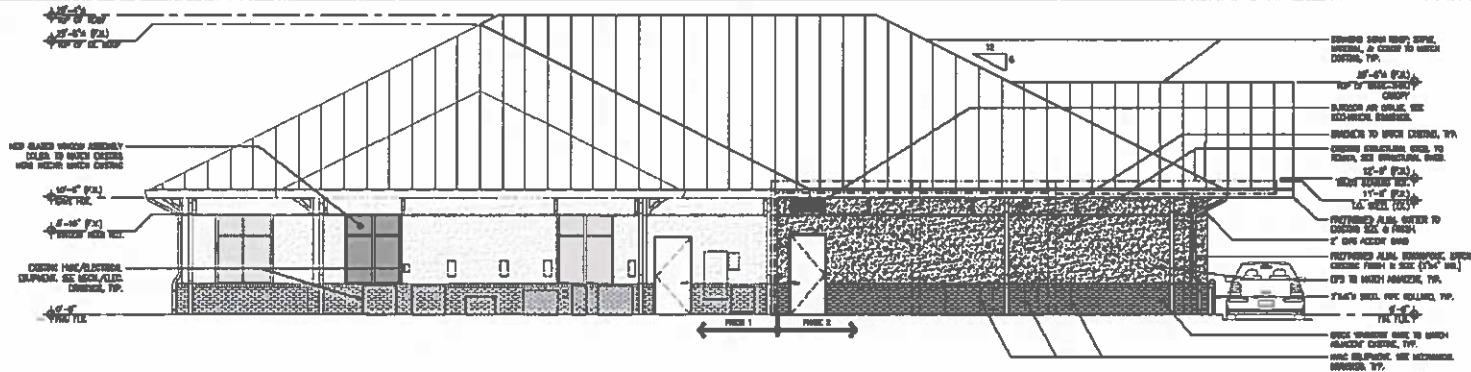
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PRODUCED BY	23071
DATE	081020Z

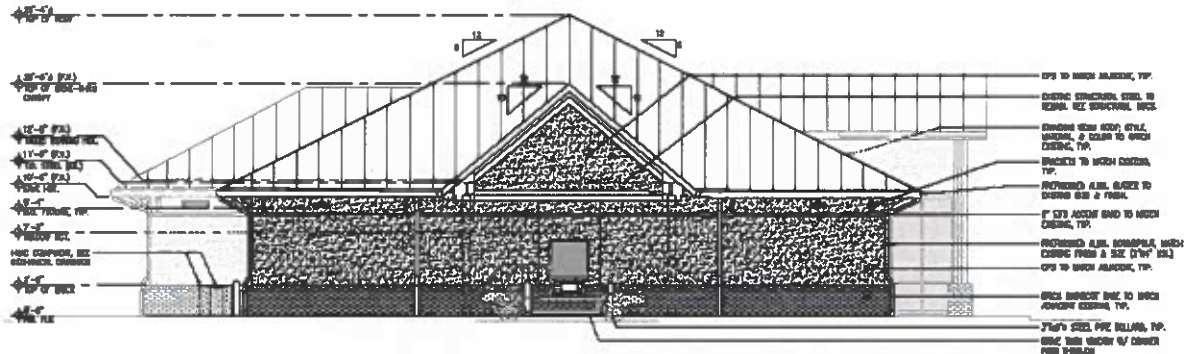
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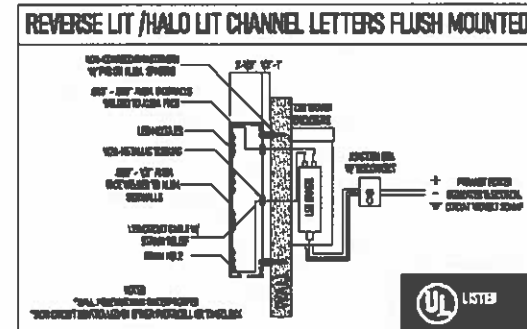
SCALE: 3/16" = 1'-0"



SOLE: 37 5 = 140



SCALE: 241 00 140°



**ID** Sign Type 1 / Reverse Lit Channel Letters  
Single Sided - Qty 1



SOUTH ELEVATION (15th STREET)

Sales Rep: Braden Heermann

Designer:

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WWW.ADV-SIGNS.COM  
7518 McEvey Rd.  
Panama City Beach, FL 32408  
TEL: 850-814-8826  
FAX: 800-368-8828

Contact Name: Nick Wilkinson

Contact Ph: 850-758-1253

Contact Email: NWILKINSON@ALLSTATECONSTRUCTION.COM

WO#8316

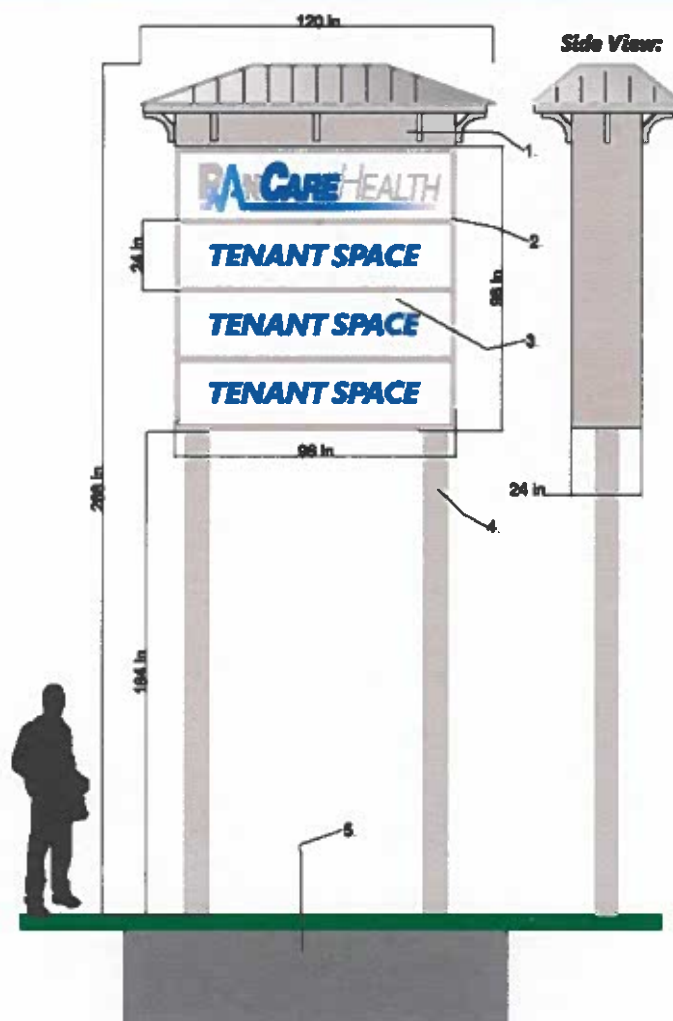
WO8316 - ALLSTATE CONSTRUCTION - PANCARERX - BUILDING SIGN - OCT2023.fs

Job Type: true

Ship/Install location: 403 E 11TH ST PANAMA CITY FL 32401

\\ADV-NAS\Graphics\ART\ALLSTATE CONSTRUCTION\WO8316 - ALLSTATE CONSTRUCTION - PANCARERX - BUILDING SIGN - OCT2023

Fonts:



## DESCRIPTION:

1. FABRICATED ALUMINUM ROOF STRUCTURE
2. FABRICATED ALUMINUM CABINET DOUBLE SIDED, INTERNALLY ILLUMINATED WITH LEDS
3. WHITE POLYCARBONATE FACES WITH TRANSLUCENT GRAPHICS.
4. STEEL SUPPORT AS REQ'D BY ENGINEER
5. CONCRETE FOOTING AS REQ'D BY ENGINEER

ID

Sign Type 1 / Entrance Pylon

Double Sided - Qty 2

\*Mounted at each entrance

Sales Rep: Braden Heermann Designer: BH

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WWW.ADV-SIGNS.COM  
7518 McElvey Rd.  
Panama City Beach, FL 32408  
TEL: 850-914-9826  
FAX: 800-368-9828

Contact Name: ASHLEY KELLEY

Contact Ph: 850-747-5599

WO#8013

Contact Email: AKELLEY@PANCAREFL.ORG

Due Date:

WO8013 - PANCARE HEALTH REGIONAL CENTER - EXTERIOR SIGNS - APR2023.fs

Z:\Graphics\Art\PANCARE HEALTH

Ship/install location: 2223 15th St

PANAMA CITY FL

32405

Fonts:

## CITY OF CHIPLEY APPLICATION FOR CONCURRENCY REVIEW

Applicant: Pancare of Florida Date: \_\_\_\_\_  
 Address: 408 E. 11<sup>th</sup> ST Panama City Phone: 850 769-1551  
 Project Name: Pancare of Florida Address: 1440 main st  
 Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

(Use additional sheets if necessary)

- attached -

1. Provide estimated water usage in gallons per person per day plus total usage per day, month, and annually.
2. Provide estimated sanitary sewer usage in gallons per person per day plus total usage per day, month, and year.
3. Provide estimated solid waste generation in pounds. Provide list of types of waste generated by establishment.
4. Provide storm water management plan.
  - a. Include all permits from applicable state and federal agencies.
5. Provide estimated traffic volume at peak hours.
  - a. Include a written statement indicating the nature and extent of proposed development.

**\*\*\*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.**

1. Water usage based on facility of similar size, scope and function would be estimated at 2 gallons per day, 65,000 gallons per month and 780,000 gallons per year.
2. Sewer usage based on facility of similar size, scope and function would be estimated at 2,907 gallons per day, 65,000 gallons per month and 780,000 gallons per year.
3. Solid waste usage based on facility of similar size, scope and function would be estimated at a maximum of 1,600 pounds per week (4 yard dumpster picked up twice a week). Regulated Medical waste, including dental, is and additional 7 pound/32 gallon BIO box once a month.
4. The existing Stormwater Management Plan has not been affected by the changes on site; site development resulted in a small decrease in impervious surface area (-1,064 SF). Please refer to attached PDFs.
5. Traffic volume based on facility of similar size, scope and function would be estimated at approx. 5500 patients a year, 30-40 patients a day, and 500-600 a month; 40% of the patients arrive between 8:00-10:00 am and 1:00-2:30 pm.  
The nature of this project is to remodel and expand the existing bank into clinical office space, relocating the Health clinic in the adjacent strip mall along with adding services for dental and pharmaceutical needs.



# City of Chipley

## Sign Application & Permit

Date: 07/31/2024 Permit #: \_\_\_\_\_

Applicant's Name: ALLSTATE CONSTRUCTION

Business Name: PANLARE HEALTH Phone #: (850) 408-3026

Address of Sign: 1440 MAIN ST. CHIPLEY FL, 32428

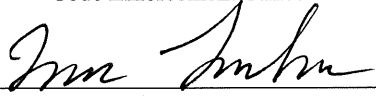
Name & Address of Sign Contractor: ADVANCED SIGN SOLUTIONS 7518 McELVEY RD. PANAMA CITY BEACH, FL 32408

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

.....  
Please provide the following information:

1. Type of Sign(s): ☒ 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: LED, GROUND LIT (GROUND SIGN IS GROUND LIT)
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
 Signature: Owner/Contractor	<u>07/31/2024</u> Date

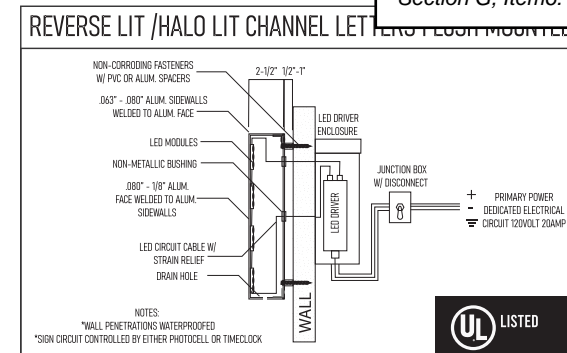
Section G, Item6.



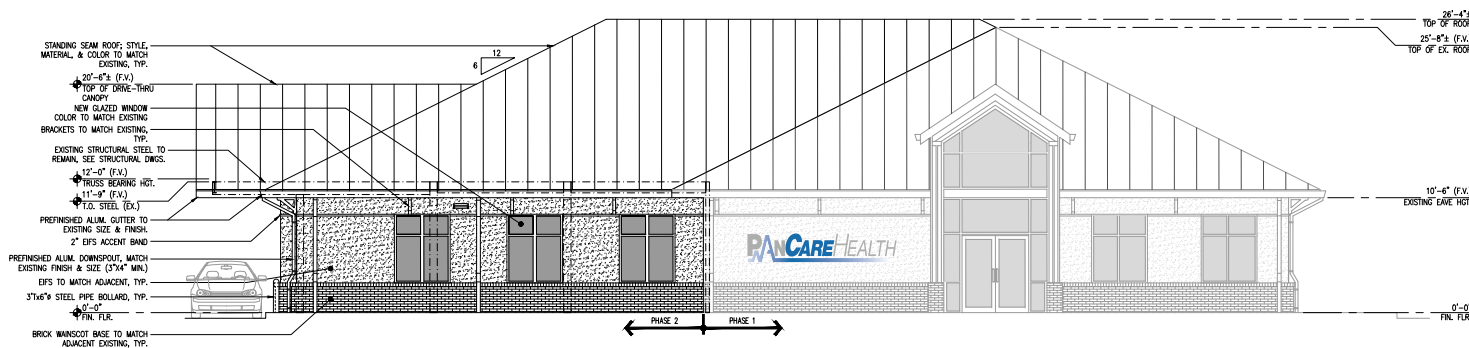
ID

Sign Type 1 / Reverse Lit Channel Letters

Single Sided - Qty 1



**\*\*MUST VERIFY ELECTRICAL ACCESS FOR THIS SIGN TYPE\*\***



C1 SOUTH ELEVATION

Sales Rep: Braden Heermann

Designer: BH

Artwork contained within this proof is the property of Sightline Creative Inc. DBA Advanced Sign Solutions and cannot be shared, distributed or used without the express written consent of Sightline Creative Inc. Any use in design or production, without consent of Sightline Creative Inc, constitutes agreement to pay a minimum design fee of \$250.



WWW.ADV-SIGNS.COM

7518 McElvey Rd.  
Panama City Beach, FL 32408

TEL: 850-914-9925  
FAX: 800-368-9928

Contact Name: Preston Phillips

Contact Ph: 850-933-4887

Contact Email: PPHILLIPS@ALLSTATECONSTRUCTION.COM

WO9238 - ALLSTATE - CHIPLEY PAN CARE - JUL2024.fs

Ship/install location: 1440 Main St. Chipley, FL 32428

WO#9283

Job Type: true

Fonts:

Section G, Item6.



**Illuminated Cabinet Face - Side View**

1.

2.

3.

1. EXISTING ALUMINUM PYLON DOUBLE SIDED.

2. STRETCH FACE RETAINER. CLIP SYSTEM MUST BE CONFIRMED

3. NEW TRANSLUCENT FLEX FACE (BOTH SIDES)



ID

Sign Type 2 / Flexible Translucent Face

Single Sided - Qty 2 (1 for each side)

Sales Rep: Braden Heermann

Designer: BH

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A

ADVANCED

SIGN SOLUTIONS

WWW.ADV-SIGNS.COM

7518 McElvey Rd.

Panama City Beach, FL 32408

TEL: 850-914-9925

FAX: 800-368-9928

Contact Name: Preston Phillips

Contact Ph: 850-933-4887

Contact Email:PPHILLIPS@ALLSTATECONSTRUCTION.COM

WO9238 - ALLSTATE - CHIPLEY PANCARE - JUL2024.fs

Ship/install location: 1440 Main St. Chipley, FL 32428

WO#9283

Job Type: true

Fonts:

60



CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Request for Development Order and Certificate of Appropriateness– 1610 Main Street  
– AutoZone

MEETING DATEPREPARED BY

Tuesday, August 13, 2024Tamara Donjuan, Planning & Zoning Officer

SUMMARY

This will approve a Development Order and Certificate of Appropriateness for AutoZone located at 1610 Main Street, Parcel ID:00000000-00-2340-0002, 8.791 acreage for redevelopment. This property is zoned Commercial with an overlay of the Corridor Development District which requires Planning and Zoning and City Council approval.

The proposed development meets all standards for uses allowed, density and intensity, and design standards for the corridor development district. Developers will do additional stormwater management requirements to the property that will reduce the risk of stormwater discharge onto the property. According to Northwest Florida Water Management District data maps approximately 16% of the property is in a Flood Zone "A" which has 1% chance of flooding annually and 84% of the property is in Flood Zone "X" which is an area of minimal flood hazard. The current development and proposed development **are** in flood zone of "X".

The proposed development offers economic growth for jobs and services for the community.

The Planning and Zoning Commission met on August 1, 2024. **Approved 4-0**

RECOMMENDATION

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

- ATTACHMENTS
1. Development Order Packet

2. Civil Plans

3. Stormwater Design Calculations Letter

# City of Chipley Development Order

File No. 1054 Fees Paid \$ \_\_\_\_\_  
 Name of Owner: DHS Chipley Ventures LLC Phone #: 907-221-5851  
 Address: PO Box 130 Daphne, AL 36526  
 Name of Developer/Contractor: AutoZone Stores LLC  
 Address: 123 S Front Street, 3rd Floor Phone #: 901-995-8701  
Memphis, TN 38103  
 Type of Development: Interior Retail Buildout Parcel Size: 0.8 Acre  
& Exterior Loading Zone  
 Location of Development: 1610 Main Street, Chipley, FL 32428  
 Land Use Designation: Commercial Sq. Ft. of Building Exist. 48,711 SF

Site Plan Required? Yes ☒ No ☐

Stormwater Permit Required? Yes ☒ No ☐

*Exempt from  
NPDES*

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

Attachments to Order:

1. Site plan
2. Survey
3. Stormwater Report
4. \_\_\_\_\_

Date of Planning & Zoning Commission Approval: August 1, 2024 @ 3pm

Date of City Council Approval: August 13, 2024 @ 5pm

Contingencies/Conditions of Approval: \_\_\_\_\_

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

Signature – City Administrator \_\_\_\_\_

Date \_\_\_\_\_

Attest \_\_\_\_\_

Date \_\_\_\_\_

SEAL

Owner/Developer/Contractor: \_\_\_\_\_

  
Print  
Receipt  
Void  
Receipt  
Close  
Receipt  
UBS  
STS  
FMS

## Money Received

 Add Money To Receipt

	Amount	Type	Payment Info
	100.00	PP	MASTERCARD: 7977 / AUTH: 159229740

Provider Fees Paid: \$3.00

## Distributions

 Add Distribution

	Type	Amount	Apply To	Description	For	Discount Pen Forgive
	FMSD	100.00	DIST CD: 2550	PLANNING & ZONING FEES		0.00

Operator Code: JANET

Receipt Code: CD3009027

Receipt Date: 07/15/24

☐ Voided

Distributions: 100.00

Money: 100.00

Change Due: 0.00

 From: STORE DEV (AUTOZONE) BRYAN ROSS

Email Address:

Destination Phone:



# City of Chipley

## Land Use Compliance Certificate

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



Verification provided for (Owner's Name):

*DHS Chipley Ventures LLC*

Project Site Address:

*1610 Main Street Chipley, FL 32423*

Phone Number:

*901-445-8701*

Contractor Name/Address

*TBD*

Contractor Phone #:

*TBD*

Parcel I.D. Number:

*00000000-00-2340-0002*

### 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):

*New loading zone  
concrete pad and dumpster.*

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.

*[Signature]*

Applicant

*7/17/24*

Date

City Official Verifying Compliance

Date

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



# City of Chipley Sign Application & Permit

*Inc. sign picture*

Date: 7/12/24 Permit #: 654  
 Applicant's Name: DHS Chipley Ventures LLC  
 Business Name: AutoZone Phone #: 407-221-5851  
 Address of Sign: 1610 Main Street  
 Name & Address of Sign Contractor: JBD  
 Permit Fee: \_\_\_\_\_

.....  
 Please provide the following information:

1. Type of Sign(s): ☒ Ground Sign ☒ Building Sign ☐ Outdoor Advertising (Billboard)  
*Panel added to exist. monument sign*
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: Exterior
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.

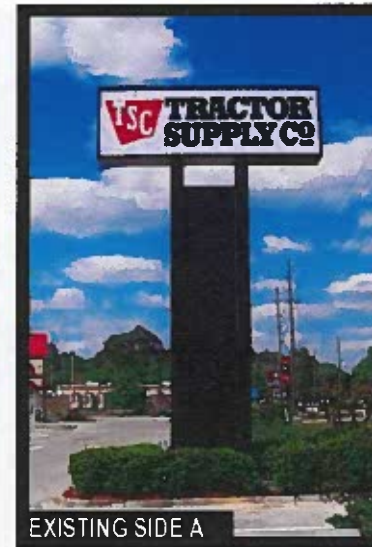
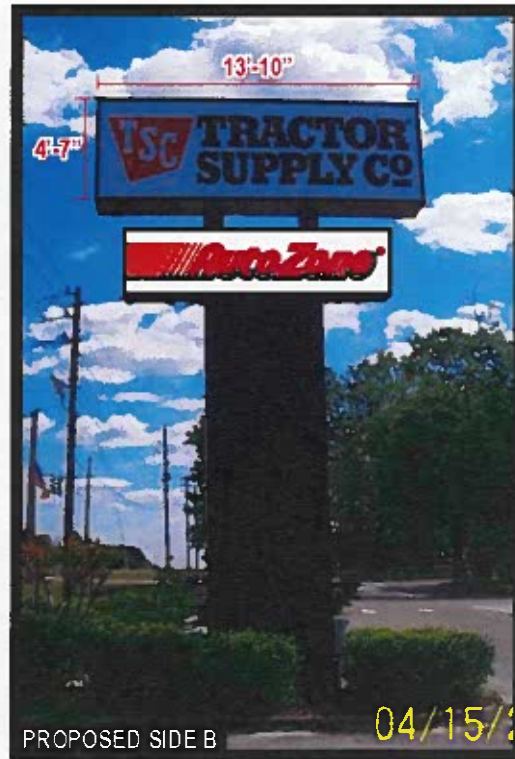
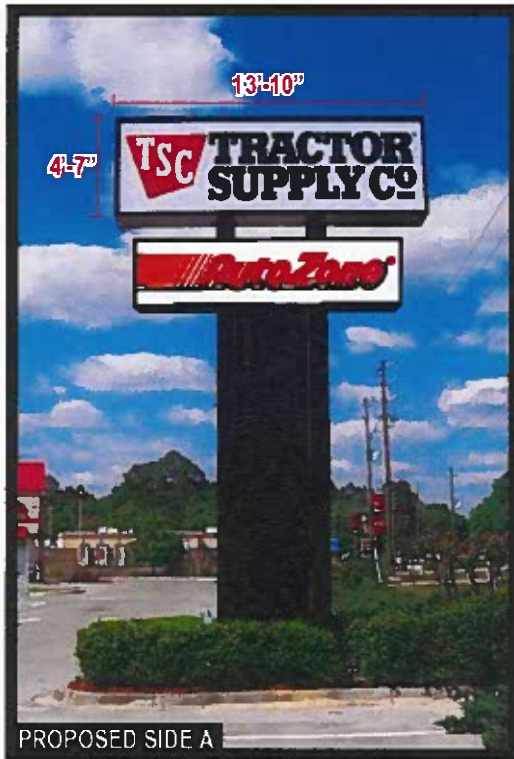
\_\_\_\_\_  
 Signature: City Administrator or  
 Code Enforcement Officer

\_\_\_\_\_  
 Date

*[Signature]*  
 Signature: Owner/Contractor

7/12/24  
 Date





**APPROVED**  
By Laura Beth Myers at 9:44 am, Aug 31, 2023



**NEW DOUBLE FACE PYLON CABINET:**

- Aluminum Cabinet Construction Painted Black
  - 2" Retainers Painted Black
  - Flat White Lexan Faces
  - Vinyl Graphics First Surface W/ Overlamine
  - Cabinet Mounted To Existing Steel
  - Part Of Existing Pole Cover To Be Removed
- 36 Square Feet

THIS DRAWING IS FOR CONCEPTUAL PURPOSES ONLY. DUE TO CONSTRUCTION CONSTRAINTS, SIZES AND OR LAYOUTS MAY CHANGE SLIGHTLY.

# **CITY OF CHIPLEY** **APPLICATION FOR CONCURRENCY REVIEW**

Applicant: DHS Chipley Ventures LLC Date: 7/12/24  
 Address: PO BOX 130 Daphne, AL 36526 Phone: 407-221-5851  
 Project Name: AutoZone Chipley Address: 1610 Main Street  
 Contact Person: Matt D'Angelo, PE Phone: 913-288-0233

(Use additional sheets if necessary)

1. Provide estimated water usage in gallons per person per day plus total usage per day, month, and annually. 400 gpd ADF
  2. Provide estimated sanitary sewer usage in gallons per person per day plus total usage per day, month, and year. 400 gpd ADF
  3. Provide estimated solid waste generation in pounds. Provide list of types of waste generated by establishment. 25 pounds/day
  4. Provide storm water management plan.
    - a. Include all permits from applicable state and federal agencies. See attached report. State/federal permits not required
  5. Provide estimated traffic volume at peak hours.
    - a. Include a written statement indicating the nature and extent of proposed development. No net increase of building SF = no new traffic generation
- \*\*\*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: \_\_\_\_\_  
 (City Official)

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

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



Auto zone

**NWFWMD Report**

Section G, Item 7.

**Geographical Information**

Latitude/Longitude: 30.75410,-85.55154  
 Address: PetVet, 1610 Main St, Chipley, FL, 32428, USA  
 Parcel ID: 00000000-00-2340-0002  
 Firm Panel (Preliminary): N/A  
 Firm Panel (Effective): 12133C0070D

**Effective SFHA Flood Map (Effective Issue Date: 7/4/2011)****Flood Information****Flood Zone Information****Preliminary Flood Zone**

Location of Interest: N/A  
 Parcel: N/A  
 Base Flood Information\*: N/A

**Effective Flood Zone**

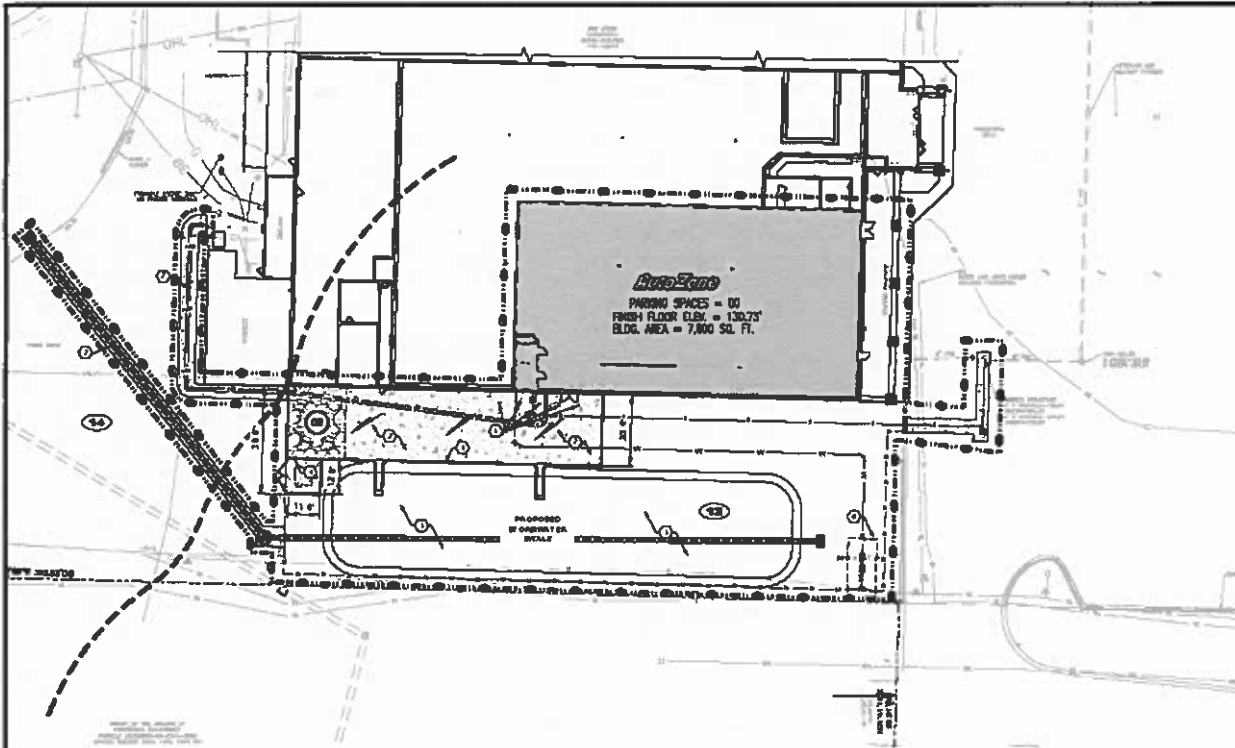
Location of Interest: X  
 Parcel: A:16%; X:84%;  
 Base Flood Information\*: N/A

\*The computed elevation to which floodwater is anticipated to rise during the base flood (100 Year Flood). Base Flood Elevations (BFEs) are shown on Flood Insurance Rate Maps (FIRMs) and on the flood profiles. The BFE is the regulatory requirement for the elevation or floodproofing of structures. The relationship between the BFE and a structure's elevation determines the flood insurance premium. Datum of measurement is NAVD1988.

Zone VE: A coastal area inundated by 100-year flooding and subject to a velocity hazard (wave action) where BFEs have been determined. Zone AE: An area inundated by 100-year flooding, for which BFEs have been determined. Zone AO/AH: An area inundated by 100-year flooding; (AO) Sheet flow, ponding, or shallow flooding where Base Flood Depths are provided; (AH) Shallow flooding base floodplain where BFEs have been determined. Zone A: An area inundated by 100-year flooding, for which no BFEs have been determined. Zone 0.2PCT (0.2 PCT ANNUAL CHANCE FLOOD HAZARD/X500): An area inundated by 500-year flooding an area inundated by 100-year flooding with average depths of less than 1 foot or with drainage areas less than 1 square mile or an area protected by levees from 100-year flooding. Zone X: An area of minimal flood hazard.

**Disclaimer:**

Although derived directly from a variety of sources, including the Federal Emergency Management Agency's (FEMA's) Flood Insurance Rate Maps (FIRMs), the District's digital elevation model, the counties' digital parcel maps and data from other governmental sources, the data provided through this portal is for informational purposes only. The user is advised to be aware that for flood insurance or regulatory determinations, or for supporting an application for a Letter of Map Change (LOMC), only the official and latest FEMA FIRM and Flood Insurance Study (FIS) report should be consulted. Also, all elevation data submitted in support of a LOMC application must be certified by a licensed land surveyor, engineer, or architect. The NWFWMD, FEMA, its agents, and partners shall not be held responsible for the misuse or misinterpretation of the information presented in this portal.



KEYNOTES	SITE DATA
<ol style="list-style-type: none"> <li>1. EXISTING CONCRETE - 10'x10'x4" P.C.L.A.</li> <li>2. EXISTING CONCRETE - 10'x10'x4" P.C.L.A.</li> <li>3. EXISTING CONCRETE - 10'x10'x4" P.C.L.A.</li> <li>4. EXISTING CONCRETE - 10'x10'x4" P.C.L.A.</li> <li>5. EXISTING CONCRETE - 10'x10'x4" P.C.L.A.</li> <li>6. EXISTING CONCRETE - 10'x10'x4" P.C.L.A.</li> <li>7. EXISTING CONCRETE - 10'x10'x4" P.C.L.A.</li> <li>8. EXISTING CONCRETE - 10'x10'x4" P.C.L.A.</li> <li>9. EXISTING CONCRETE - 10'x10'x4" P.C.L.A.</li> <li>10. EXISTING CONCRETE - 10'x10'x4" P.C.L.A.</li> </ol>	<p><b>GENERAL NOTES</b></p> <ol style="list-style-type: none"> <li>1. EXISTING CONCRETE - 10'x10'x4" P.C.L.A.</li> <li>2. EXISTING CONCRETE - 10'x10'x4" P.C.L.A.</li> <li>3. EXISTING CONCRETE - 10'x10'x4" P.C.L.A.</li> <li>4. EXISTING CONCRETE - 10'x10'x4" P.C.L.A.</li> <li>5. EXISTING CONCRETE - 10'x10'x4" P.C.L.A.</li> <li>6. EXISTING CONCRETE - 10'x10'x4" P.C.L.A.</li> <li>7. EXISTING CONCRETE - 10'x10'x4" P.C.L.A.</li> <li>8. EXISTING CONCRETE - 10'x10'x4" P.C.L.A.</li> <li>9. EXISTING CONCRETE - 10'x10'x4" P.C.L.A.</li> <li>10. EXISTING CONCRETE - 10'x10'x4" P.C.L.A.</li> </ol>
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**AutoZone Inc.**  
 123 South Front Street, 3rd Floor  
 Memphis, Tennessee 38103  
 Tel: (901) 465-0700 Fax: (901) 465-0900  
 For Bidding & Contractor Information Contact  
 P.O. Box 10101 Memphis, TN 38101

AutoZone Store Development  
 1810 MAIN STREET  
 CHIPLEY, FLORIDA 32428



REVISIONS
1.
2.
3.
4.
5.
6.
7.

ARCHITECT: TSD  
 DRAFTSMAN: RM  
 CHECKED BY: MSD  
 DATE: 3/1/2024  
 PROJECT NO: 2024001  
 DUSTING



July 9, 2024

Tamara Donjuan  
Code Enforcement / Planning and Zoning Officer  
1442 Jackson Ave.  
Chipley, FL 32428

5601 Mariner Street  
Suite 105  
Tampa, FL 33609  
Phone: 813.288.0233  
Fax: 813.288.0433

RE: Stormwater Design Calculations  
AutoZone - Chipley  
1610 Main St, Chipley, FL 32428

Hello:

On behalf of DHS Chipley Ventures LLC, CPH would like to request permit approval for the subject project located at the above referenced address. The project involves the construction of a 2,800 +/- square foot (SF) concrete loading zone pad. The project is to take place on a single parcel (ID #00000000-00-2340-0002). The existing drainage conditions of the project site direct all stormwater runoff to an existing pond in the rear of the project site. Details of the existing pond could not be located from permit databases or the property owner. The proposed drainage conditions of the project site will capture the drainage from the proposed loading zone pad in a proposed swale according to City of Chipley requirements. A model of the loading zone pad and adjacent swale was completed in ICPR to verify the swale can attenuate the runoff from the 100 year storm event. The results of the model are provided in the appendix below. Changes to the existing stormwater management system are **not** proposed. Please see table below detailing the existing versus proposed site design criteria:

	<b>Impervious Area</b>	<b>Pervious Area</b>	<b>Percent Impervious</b>
<b>Existing:</b>	12,940 SF	9,860 SF	57%
<b>Proposed:</b>	15,743 SF	7,057 SF	69%
<b>Proposed Vehicular Use Area:</b>	2,803 SF	N/A	N/A

Overall, the proposed development will be accommodated by the existing/proposed stormwater management system. Therefore, CPH would like to formally request permit approval for this project. Please feel free to contact the office with any questions.

Sincerely,



Digitally signed by Matthew S D'Angelo  
 DN: C=US, O=Florida, dnQualifier=A01410C000001801E444C5200037BF5, CN=Matthew S D'Angelo  
 Reason: I am the author of this document  
 Location: your signing location here  
 Date: 2024.07.09 11:30:47-04'00'  
 Foxit PhantomPDF Version: 10.1.4

**THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY MATTHEW S. D'ANGELO, PE ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.**

CPH, Inc.  
 Matthew D'Angelo, P.E.  
*Project Engineer*

Post-Development

1

Simple Basin: Basin

Scenario: Scenario1  
Node: Swale  
Hydrograph Method: NRCS Unit Hydrograph  
Infiltration Method: Curve Number  
Time of Concentration: 15.0000 min  
Max Allowable Q: 0.00 cfs  
Time Shift: 0.0000 hr  
Unit Hydrograph: UH256  
Peaking Factor: 256.0  
Area: 0.2000 ac  
Curve Number: 98.0  
% Impervious: 7.08  
% DCIA: 7.08  
% Direct: 0.00  
Rainfall Name:

Comment:

Node: Swale

Scenario: Scenario1  
Type: Stage/Area  
Base Flow: 0.00 cfs  
Initial Stage: 127.00 ft  
Warning Stage: 129.70 ft

Stage [ft]	Area [ac]	Area [ft2]
127.00	0.0436	1899
128.00	0.0672	2927
129.00	0.0932	4060
130.00	0.1215	5293

Comment:

Node Max Conditions [Scenario1]

Node Name	Sim Name	Warning Stage [ft]	Max Stage [ft]	Min/Max Delta Stage [ft]	Max Total Inflow [cfs]	Max Total Outflow [cfs]	Max Surface Area [ft2]
Swale	10 YR 24 HR	129.70	128.74	0.0010	0.72	0.00	3768
Swale	100 YR 24 HR	129.70	129.59	0.0010	1.23	0.00	4786
Swale	25 YR 24 HR	129.70	129.07	0.0010	0.90	0.00	4143

Post-Development2

Simulation: 10 YR 24 HR

Scenario: Scenario1  
Run Date/Time: 4/29/2024 5:36:35 PM  
Program Version: ICPR4 4.07.06

General

Run Mode: Normal

	Year	Month	Day	Hour [hr]
Start Time:	0	0	0	0.0000
End Time:	0	0	0	24.0000

	Hydrology [sec]	Surface Hydraulics [sec]
Min Calculation Time:	60.0000	0.1000
Max Calculation Time:		30.0000

Output Time Increments

Hydrology

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	15.0000

Surface Hydraulics

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	15.0000

Restart File

Save Restart: False

Resources & Lookup Tables

Resources

Rainfall Folder:  
  
Unit Hydrograph Folder:

Lookup Tables

Boundary Stage Set:  
Extern Hydrograph Set:  
Curve Number Set: CN  
  
Green-Ampt Set:  
Vertical Layers Set:  
Impervious Set: 1

Tolerances & Options

Time Marching: SAOR  
Max Iterations: 6  
Over-Relax Weight: 0.5 dec  
Fact:  
dZ Tolerance: 0.0010 ft

IA Recovery Time: 24.0000 hr  
  
  
Smp/Man Basin Rain: Global

Max dZ: 1.0000 ft  
Link Optimizer Tol: 0.0001 ft  
Edge Length Option: Automatic

Opt:  
Rainfall Name: ~FLMOD  
Rainfall Amount: 7.00 in  
Storm Duration: 24.0000 hr  
  
Df1t Damping (1D): 0.0050 ft  
Min Node Srf Area 100 ft2  
(1D):  
Energy Switch (1D): Energy

Comment:

Simulation: 100 YR 24 HR  
Scenario: Scenario1  
Run Date/Time: 4/29/2024 5:36:50 PM  
Program Version: ICPR4 4.07.06

General

Run Mode: Normal

	Year	Month	Day	Hour [hr]
Start Time:	0	0	0	0.0000
End Time:	0	0	0	24.0000

	Hydrology [sec]	Surface Hydraulics [sec]
Min Calculation Time:	60.0000	0.1000
Max Calculation Time:		30.0000

Output Time Increments

Hydrology

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	15.0000

Surface Hydraulics

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	15.0000

Restart File  
Save Restart: False

Resources & Lookup Tables



Post-Development4

Resources	Lookup Tables
Rainfall Folder:	Boundary Stage Set:
Unit Hydrograph Folder:	Extern Hydrograph Set:
	Curve Number Set: CN
	Green-Ampt Set:
	Vertical Layers Set:
	Impervious Set: 1

Tolerances & Options			
Time Marching:	SAOR	IA Recovery Time:	24.0000 hr
Max Iterations:	6		
Over-Relax Weight	0.5 dec		
Fact:			
dZ Tolerance:	0.0010 ft	Smp/Man Basin Rain	Global
		Opt:	
Max dZ:	1.0000 ft		
Link Optimizer Tol:	0.0001 ft	Rainfall Name:	~FLMOD
		Rainfall Amount:	12.00 in
Edge Length Option:	Automatic	Storm Duration:	24.0000 hr
		Dflt Damping (1D):	0.0050 ft
		Min Node Srf Area	100 ft2
		(1D):	
		Energy Switch (1D):	Energy

Comment:

Simulation: 25 YR 24 HR	
Scenario:	Scenario1
Run Date/Time:	4/29/2024 5:37:07 PM
Program Version:	ICPR4 4.07.06

General				
Run Mode:	Normal			
	Year	Month	Day	Hour [hr]
Start Time:	0	0	0	0.0000
End Time:	0	0	0	24.0000
	Hydrology [sec]	Surface Hydraulics		
		[sec]		
Min Calculation Time:	60.0000	0.1000		
Max Calculation Time:		30.0000		

Output Time Increments

Hydrology

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	15.0000

Surface Hydraulics

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	15.0000

Restart File

Save Restart: False

Resources & Lookup Tables

Resources

Rainfall Folder:

Unit Hydrograph  
Folder:

Lookup Tables

Boundary Stage Set:  
Extern Hydrograph Set:  
Curve Number Set: CN  
  
Green-Ampt Set:  
Vertical Layers Set:  
Impervious Set: 1

Tolerances & Options

Time Marching: SAOR	IA Recovery Time: 24.0000 hr
Max Iterations: 6	
Over-Relax Weight 0.5 dec	
Fact:	
dZ Tolerance: 0.0010 ft	Smp/Man Basin Rain Global
	Opt:
Max dZ: 1.0000 ft	Rainfall Name: ~FLMOD
Link Optimizer Tol: 0.0001 ft	Rainfall Amount: 8.78 in
Edge Length Option: Automatic	Storm Duration: 24.0000 hr
	Dflt Damping (1D): 0.0050 ft
	Min Node Srf Area 100 ft2
	(1D):
	Energy Switch (1D): Energy

Comment:

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Special Event Application – Blues and Brews – Washington County Chamber of Commerce

MEETING DATEPREPARED BY

Tuesday, August 13, 2024Patrice Tanner, City Administrator

SUMMARY

The Blues and Brews Outdoor Music Festival will be held on Saturday, October 19, 2024 from 2:00 p.m. to 9:00 p.m. A road closure is requested for MLK Drive and 7<sup>th</sup> Street from the alley behind the Farmer’s Market to N Railroad Avenue during the event.

RECOMMENDATION

City Staff recommend approval of the Special Event Application for Blues and Brews.

ATTACHMENTS

1. Special Event Application

2. Certificate of Insurance



# City of Chipley

CITY HALL  
1442 Jackson Avenue  
P.O. Box 1007

Chipley, Florida 32428  
(850) 638-6350 Fax: (850) 638-6353



## Special Event Application

Name/Organization: Washington County Chamber of Commerce

Address: 672 5th Street Chipley, FL 32428

Contact person: Leah Pettis Phone: 850-638-4157 Fax: \_\_\_\_\_

E-mail: director@washcomall.com

Type of Event: Outdoor Music Festival

Purpose of Event: To bring people to the Downtown Chipley area. To allow the citizens and guests to enjoy live music, craft beer, and shop at our local merchants enjoy the food vendors and take in the atmosphere of our beautiful city.

Location of Event: Outdoors on the Green Space by Train Station - 674 7th Street Indoors/Outdoors

Date(s) & Time(s) of Event: Saturday, October, 19, 2024

Amount of Liability Insurance: \$1,000,000 (attach copy of policy)

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

Will food and nonalcoholic beverages be sold? Yes and Alcohol will be sold.

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

Will amusement rides be available? No

Number of participants anticipated per day: 500 +

Are security and/or medical services provided? We will work closely with the City Police

Applicant Signature: Leah Pettis Date: 8/7/24Music

Approved { } Denied { }

Mayor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_



# City of Chipley

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



Section G, Item8.

## Request for Temporary Closure of City Road/Sidewalk/Alleyway

Name of Organization: Washington County Chamber of Commerce		Person in Charge: <b>Leah Pettis</b>		Date: <b>8/7/24</b>
Address of Organization <b>672 5th Street, Chipley, FL</b>			Telephone Number: <b>850-638-4157</b>	
Title of Event: <b>Blues and Brews</b>				
Date of Event: <b>8.7.24</b>	Starting Time of Event: <b>2:00 PM</b>	Duration of Event: <b>7 hours</b>	Actual Closing Time (Set up of barriers, Etc.) <b>Noon</b>	
Proposed Parade Route or Road/Sidewalk/Alleyway Closure (Include Exact Road Names and Map of Route): Requesting that the roads around the Washington County Historical Society be closed to vehicular traffic as there will be many pedestrians in the area that day. From East Jackson, 7th Street to North Railroad to Martin Luther King Blvd.				
This section is to be completed when closure is for special event filming.  Liability Insurance Carrier: _____ Policy Effective Date: _____ Coverage Amount: _____ (\$1,000,000 Minimum) Length of Coverage: _____ Days  Licenses Pyrotechnics Operator: _____ License Number: _____ Approval of Local Fire Department: _____  Federal Aviation Administration Approval for Low Flying Filming: _____ Additional Liability Insurance Amount: _____  <b>PLEASE DO NOT WRITE BELOW THIS LINE</b>				
Detour Route (Include Exact Road Names and Map of Detour Route):   				
Name of Department Responsible for Traffic Control (City Police Department, Sheriff's Department, Highway Patrol): <b>Chipley City Police Department</b>				
Special Conditions: <b>Use this route only!</b>				
Name of Police Chief: <b>Michael Richter</b>		Signature of Police Chief:		Date Signed:
Name and Title of City Official: <b>Patrice Tanner, City Administrator</b>		Signature of City Official:		Date Signed:

RELEASE AND HOLD HARMLESS AGREEMENT

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

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

IN WITNESS WHEREOF, the undersigned has executed this release, this 7th day of August, 20 24.

FIRM OR ORGANIZATION: Washington County Chamber of Commerce

Leah Pettis  
Signature

Leah Pettis  
Print Name

Heather Lopez  
Witness

Jonathan Barnett  
Witness

Heather Lopez  
Print Name

JONATHAN BARNETT  
Print Name

STATE OF FLORIDA  
COUNTY OF WASHINGTON

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

Witness my hand and seal in the County and State last aforesaid this 7th day of August, 20 24.



Sherry Snell  
Notary Public

Power Poll ●

Stage

Portable  
Lavatory

Existing  
Restrooms

Porta-Potty

10x10  
tent -  
vendor

10x10  
tent -  
vendor

10x10  
tent -  
vendor

10x10  
tent -  
vendor

Gazebo- I.D. check Point  
and Wristband issuing for  
21 and older

Beer  
Vendor

Beer  
Vendor

Beer  
Vendor

Beer  
Vendor

Beer  
Vendor

N. Railroad Ave.

Food  
Vendor

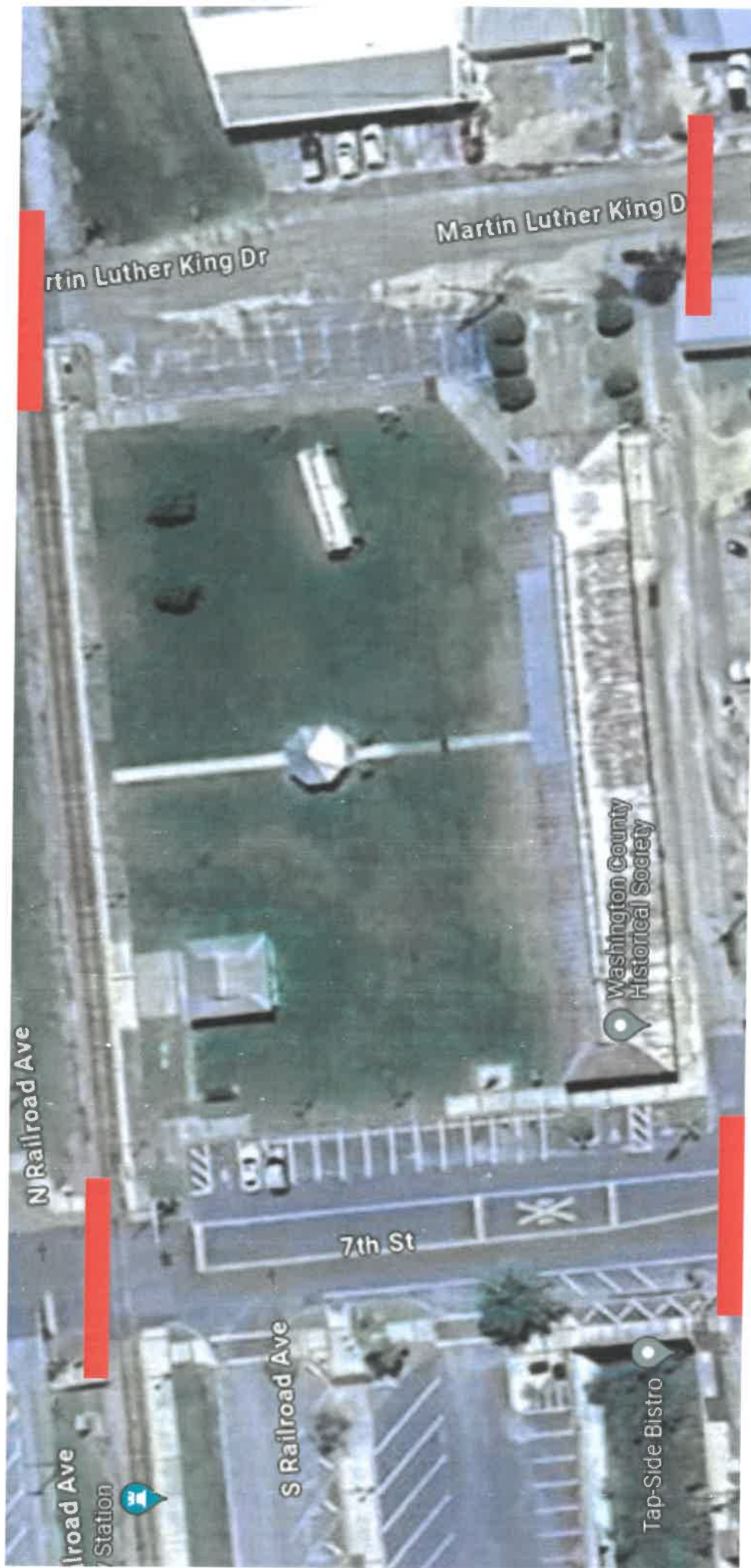
Food  
Vendor

Food  
Vendor

Food  
Vendor



Red marks indicate desired road blocks.



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

**SUBJECT:** State Revolving Fund Amendment 2 – Loan Agreement WW670111 & Grant Agreement SG670112

<b>MEETING DATE</b>	<b>PREPARED BY</b>
Tuesday, August 13, 2024	Patrice Tanner, City Administrator

**SUMMARY**

This will approve the State Revolving Fund Amendment 2 with the State of Florida Department of Environmental Protection for Loan Agreement WW670111 & Grant Agreement SG670112. This will allow for an extended completion date to May 15, 2024, due to final paperwork approval. This will defer the loan payment due date to November 15, 2024 in the amount of \$47,150, and semiannually thereafter on May 15 and November 15 of each year until all amounts due under the Agreement have been fully paid.

**RECOMMENDATION**

City Staff recommend approval of State Revolving Fund Amendment 2.

**ATTACHMENTS**

1. State Revolving Fund Amendment 2

**STATE REVOLVING FUND  
AMENDMENT 2 TO LOAN AGREEMENT WW670111  
& GRANT AGREEMENT SG670112  
CITY OF CHIPLEY**

This amendment is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the CITY OF CHIPLEY, FLORIDA, (Local Government) existing as a local governmental entity under the laws of the State of Florida. Collectively, the Department and the Local Government shall be referred to as “Parties” or individually as “Party”.

The Department and the Local Government entered into a State Revolving Fund Loan Agreement, Number WW670111 & Grant Agreement SG670112, as amended; and

Loan repayment activities need rescheduling to give the Local Government additional time to complete construction.

Certain provisions of the Agreement need revision and several provisions need to be added to the Agreement.

The Parties hereto agree as follows:

- 1. Section 8.16 is added to the Agreement as follows:

**8.16. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.**

The Local Government and any contractors/subcontractors are prohibited from obligating or expending any Loan or Principal Forgiveness funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

- 2. Unless repayment is further deferred by amendment of the Agreement, Semiannual Loan Payments as set forth in Section 10.05 shall be received by the Department beginning on November 15, 2024, and semiannually thereafter on May 15 and November 15 of each year until all amounts due under the Agreement have been fully paid.

- 3. The items scheduled under Section 10.07 of the Agreement are rescheduled as follows:

- (2) Completion of Project construction is scheduled for May 15, 2024.

(3) Establish the Loan Debt Service Account and begin Monthly Loan Deposits no later than May 15, 2024.

(4) The first Semiannual Loan Payment in the amount of \$47,150 shall be due November 15, 2024.

4. All other terms and provisions of the Loan Agreement shall remain in effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

This Amendment 2 to Loan Agreement WW670111 & Grant Agreement SG670112 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this amendment to the Loan Agreement to be executed on its behalf by the Secretary or Designee and the Local Government has caused this amendment to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this amendment shall be as set forth below by the Department.

for  
**CITY OF CHIPLEY**

\_\_\_\_\_  
Mayor

Attest:

Approved as to form and legal sufficiency:

\_\_\_\_\_  
City Clerk  
SEAL

\_\_\_\_\_  
City Attorney

for  
**STATE OF FLORIDA**  
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**

\_\_\_\_\_  
Secretary or Designee

\_\_\_\_\_  
Date

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Ordinance No. 986 - Property Rights Element (First Reading)

MEETING DATE	PREPARED BY
Tuesday, August 13, 2024	Patrice Tanner, City Administrator

SUMMARY

This will approve the first reading of Ordinance No. 986 – adding a Property Rights Element to the Comprehensive Plan. This Ordinance is being approved a second time due to the State not approving the first Ordinance that we submitted.

RECOMMENDATION

City Staff recommend approval of Ordinance No. 986.

ATTACHMENTS

- 1. Ordinance No. 986
- 2. Exhibit “A”

**ORDINANCE NO. 986**

**AN ORDINANCE OF THE CITY OF CHIPLEY, FLORIDA, AMENDING THE COMPREHENSIVE PLAN BY ADDING A NEW PROPERTY RIGHTS ELEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Section 163.3167, Florida Statutes, requires the City of Chipley to maintain a comprehensive plan to guide its future development and growth; and

**WHEREAS**, Section 163.3177(6)(i)1, Florida Statutes, requires the City of Chipley comprehensive plan to include a property rights element; and

**WHEREAS**, the City of Chipley respects judicially acknowledged and constitutionally protected private property rights; and

**WHEREAS**, the City of Chipley respects the rights of all people to participate in land use planning processes; and

**WHEREAS**, this ordinance will amend the comprehensive plan by adding a property rights element.

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

**Section 1. Purpose and Intent.**

This ordinance is enacted to amend the City of Chipley comprehensive plan by adding the property rights element attached as EXHIBIT A and made part of this ordinance as set forth (additions are shown by underline and deletions are shown by strikethrough).

**Section 2. Title of Comprehensive Plan Amendment.**

This Comprehensive Plan Amendment for the City of Chipley shall be entitled “City of Chipley Comprehensive Plan Amendment 2022/2023 Property Rights Element”.

**Section 3. Comprehensive Plan Amendment Adopted.**

The City of Chipley Comprehensive Plan Amendment 2022/2023 Property Rights Element attached hereto as Exhibit A is hereby adopted.

**Section 4. Severability.**

If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance and the City of Chipley’s Comprehensive Plan shall remain in full force and effect.



**Section 5. Copy on File.**

An official, true, and correct copy of all elements of the City of Chipley Comprehensive Plan, as adopted and amended from time to time, shall be maintained by the City Clerk or his/her designee.

**Section 6. Effective Date.**

The effective date of this plan amendment shall be upon adoption of this ordinance.

**INTRODUCED** on first reading at a regular meeting of the City Council on August 13, 2024.

**PASSED** after second reading at a special meeting of the City Council on October 8, 2024.

CITY OF CHIPLEY, FLORIDA

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

ATTEST:

\_\_\_\_\_  
By the City Clerk, Patrice A. Tanner

APPROVED AS TO FORM:

\_\_\_\_\_  
Michelle Blankenship Jordan  
City Attorney

## EXHIBIT A PROPERTY RIGHTS ELEMENT

### I. INTRODUCTION

#### A. Purpose

The purpose of the Property Rights Element is to implement requirements of House Bill 59, signed by the Governor on June 28, 2021. The bill modified Chapter 163.3177, Florida Statutes (F.S.), to require local government comprehensive plans to contain a Property Rights Element. The purpose of the Element, per Chapter 163.3177(i), is to identify property rights that shall be considered in local decision-making.

#### B. Assessment and Conclusions

As stated in Section A, Purpose, this Element meets the statutory requirements of Chapter 163.3177, F.S.

### II. GOAL, OBJECTIVES AND POLICIES

It is the **GOAL** of the City of Chipley to respect judicially acknowledged and constitutionally protected private property rights.

#### **OBJECTIVE 1.1 Property Rights**

The City shall consider property rights during local decision-making processes.

**Policy 1.1.a:** The right of a property owner to physically possess and control his or her interest in the property, including easements, leases, or mineral rights.

**Policy 1.1.b:** The right of a property owner to use, maintain, develop, and improve his or her property for personal use or for the use of any other person, subject to state law and local ordinances.

**Policy 1.1.c:** The right of the property owner to privacy and to exclude others from the property to protect the owner's possessions and property.

**Policy 1.1.d:** The right of a property owner to dispose of his or her property through sale or gift.

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Ordinance No. 987 – Land Use Amendment (First Reading)

MEETING DATE	PREPARED BY
Tuesday, August 13, 2024	Patrice Tanner, City Administrator

SUMMARY

This will approve the first reading of Ordinance No. 987 – amending the Future Land Use Map changing the land use designation of Parcel No. 00-1941-0001 from Public/Semi Public/Educational to Low Density Residential. This is being reapproved due to this ordinance needing to be approved after Ordinance No 986 - Property Rights Element.

RECOMMENDATION

City Staff recommend approval of the first reading of Ordinance No. 987.

- ATTACHMENTS
- 1. Ordinance No. 987
  - 2. Exhibit A
  - 3. Exhibit B

**ORDINANCE NO. 987**

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

**BE IT ORDAINED BY THE CITY COUNCIL OF CHIPLEY, FLORIDA, AS FOLLOWS:**

**SECTION 1. AUTHORITY.** The authority for enactment of this Ordinance is Section 2 of the City Code, Sections 163.3187 F.S., 166.021 F.S. and the Comprehensive Plan.

**SECTION 2. FINDING OF FACT.** The City Council of Chipley, Florida finds:

- A. A public hearing has been held by the City Council after “due public notice”; and
- B. This amendment involves changing the Future Land Use designation imposed on a parcel of property with Parcel No. 00000000-00-1941-0001 located on 5<sup>th</sup> Street from Public/Semi-Public/Educational to Low Density Residential; and
- C. This amendment is consistent with the City Land Use Regulations and the adopted Comprehensive Plan and is in the best interest of the City and its citizens.

**SECTION 3. PURPOSE.** The purpose of this Ordinance is to adopt a small-scale comprehensive plan amendment to the City of Chipley Comprehensive Plan also known as Ordinance 987. The amendment is identified as 24S1 and is described in Section 4 herein.

**SECTION 4. FUTURE LAND USE MAP AMENDMENT.** The Future Land Use Map of the City of Chipley, Florida, is hereby amended by changing the Future Land Use category imposed on a certain parcel of property with Parcel No. 00000000-00-1941-0001 located on 5<sup>th</sup> Street, containing a .183 acre parcel more or less, from Public/Semi-Public/Educational to Low Density Residential, and as more specifically described as follows:

**SUBJECT PARCEL – Parcel I.D. # 00000000-00-1941-0001.**

THAT PART OF LOT 7, BLOCK 24, IN THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 4 NORTH, RANGE 13 WEST, ACCORDING TO THE L. W.

MORDT, PLAT OF THE CITY OF CHIPLEY IN WASHINGTON COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:  
BEGIN AT A 5/8" IRON AND CAP (STAMPED PLS 5308) MARKING THE SOUTHEAST CORNER OF SAID LOT 7; THENCE RUN NORTH 89° 13' 42" WEST ALONG THE SOUTH UNE OF SAID LOT 7, A DISTANCE OF 100.00 FEET TO AN 5/8" IRON ROD AND CAP; THENCE DEPARTING SAID SOUTH LOT LINE, RUN NORTH 05° 18' 03" WEST A DISTANCE OF 80.00 FEET TO A 5/8" IRON ROD AND CAP MARKING THE NORTH UNE OF SAID LOT 7; THENCE RUN SOUTH 89° 13' 42" EAST ALONG SAID NORTH UNE A DISTANCE OF 100.00 FEET TO A 5/8" IRON ROD AND CAP MARKING THE NORTHEAST CORNER OF SAID LOT 7 (ALSO BEING THE WESTERLY RIGHT OF WAY UNE OF 5TH STREET)(75 FOOT RIGHT OF WAY); THENCE RUN SOUTH 05° 18' 03" EAST 80.00 FEET TO THE POINT OF BEGINNING.

And also;

The land use change imposed on the subject parcel and map change is shown as Exhibit A and Exhibit B, which are attached and made a part hereof by reference.

**SECTION 5. EFFECTIVE DATE.** The effective date of this plan amendment and ordinance shall be thirty-one (31) days after adoption on the second reading by the City Council, unless the amendment is challenged pursuant to Section 163.3187 of the Florida Statutes. If challenged, the effective date shall be a date a final order is issued by the Department of Economic Opportunity or other appropriate authority, finding the amendment in compliance in accordance with Section 163.3184 F.S.

**INTRODUCED** at a Regular meeting of the City Council of the City of Chipley, Florida, held at City Hall on the 13<sup>th</sup> day of August, 2024, and **PASSED** at a Regular meeting of the City Council of the City of Chipley, Florida, held at City Hall on the 8<sup>th</sup> day of October, 2024.

CITY OF CHIPLEY

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

ATTEST:

\_\_\_\_\_  
By its Clerk, Sherry Snell

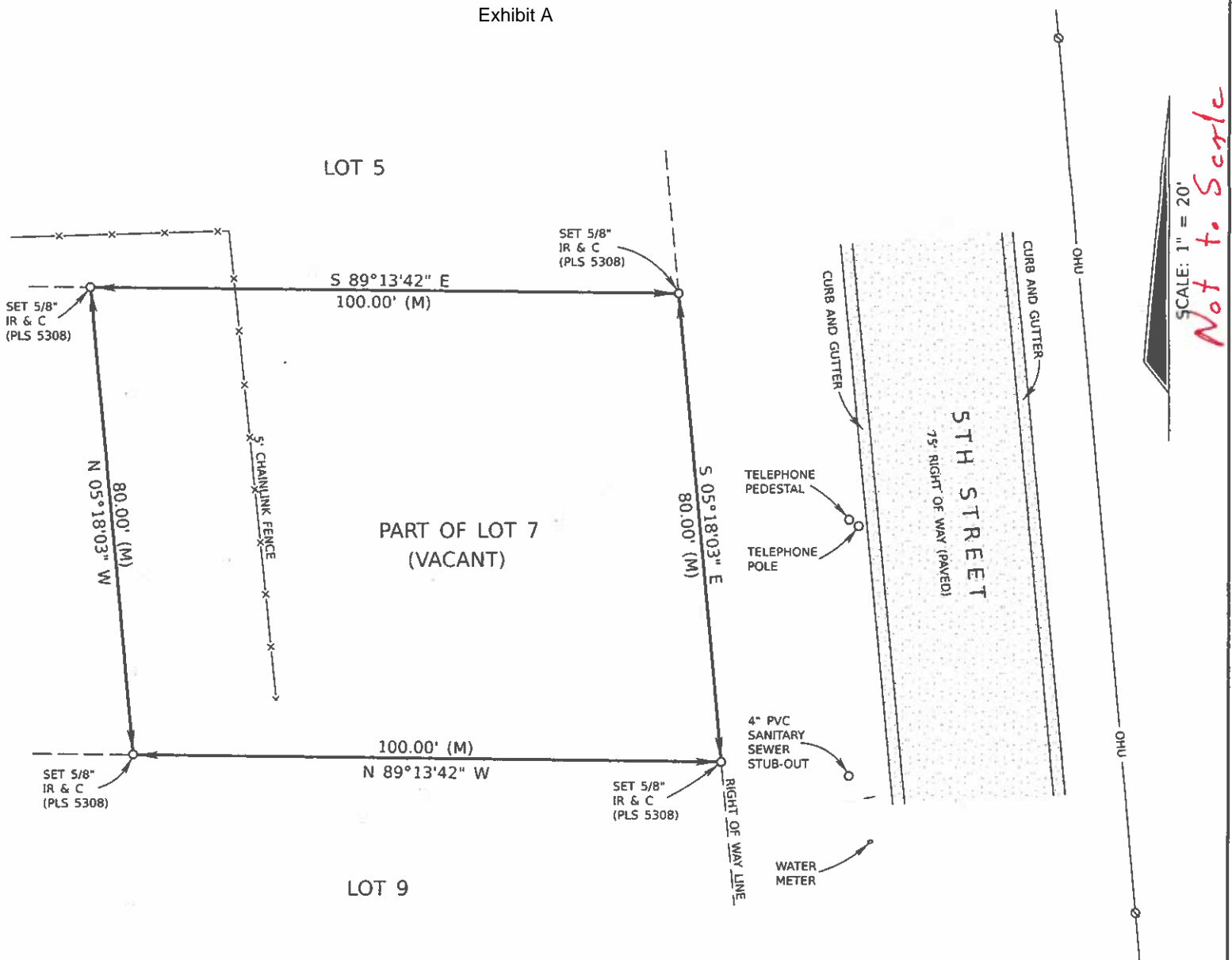
The form and legal sufficiency of the foregoing  
has been reviewed and approved by the City Attorney.

\_\_\_\_\_  
Michelle Blankenship Jordan, City Attorney

CELL: 850-326-6774

4669 HAMBONE TRAIL  
VERNON, FLORIDA 32462

Exhibit A



## DESCRIPTION (NEWLY CREATED):

THAT PART OF LOT 7, BLOCK 24, IN THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 4 NORTH, RANGE 13 WEST, ACCORDING TO THE L. W. MORDT, PLAT OF THE CITY OF CHIPLEY IN WASHINGTON COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

BEGIN AT A 5/8" IRON AND CAP (STAMPED PLS 5308) MARKING THE SOUTHEAST CORNER OF SAID LOT 7; THENCE RUN NORTH 89° 13' 42" WEST ALONG THE SOUTH LINE OF SAID LOT 7, A DISTANCE OF 100.00 FEET TO AN 5/8" IRON ROD AND CAP; THENCE DEPARTING SAID SOUTH LOT LINE, RUN NORTH 05° 18' 03" WEST A DISTANCE OF 80.00 FEET TO A 5/8" IRON ROD AND CAP MARKING THE NORTH LINE OF SAID LOT 7; THENCE RUN SOUTH 89° 13' 42" EAST ALONG SAID NORTH LINE A DISTANCE OF 100.00 FEET TO A 5/8" IRON ROD AND CAP MARKING THE NORTHEAST CORNER OF SAID LOT 7 (ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF 5TH STREET)(75 FOOT RIGHT OF WAY); THENCE RUN SOUTH 05° 18' 03" EAST 80.00 FEET TO THE POINT OF BEGINNING.

## LEGEND

P.O.B. = POINT OF BEGINNING  
P.O.C. = POINT OF COMMENCEMENT  
ID = IDENTIFICATION  
PLS = PROFESSIONAL LAND SURVEYOR  
CONC. = CONCRETE  
IP = IRON PIPE  
LB = LICENSED BUSINESS  
(D) = DEED  
IR & C = IRON ROD AND CAP  
R/W = RIGHT OF WAY  
(M) = MEASURED  
IR = IRON ROD  
CM = CONCRETE MONUMENT  
FND. = FOUND  
N & D = NAIL & DISK  
OHU = OVERHEAD UTILITIES  
ORB = OFFICIAL RECORDS BOOK  
L.W. = LITE WOOD  
LS = LICENSED SURVEYOR  
PSM = PROFESSIONAL SURVEYOR AND  
YDS = YARDS  
⊙ = POWER POLE  
↓ = GUY ANCHOR

## Exhibit B



5th Street

Parcel No. 00000000-00-1941-0001

.183 acres more or less



CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Ordinance No. 988 – Future Land Use Map – Annexation (First Reading)

MEETING DATE	PREPARED BY
Tuesday, August 13, 2024	Patrice Tanner, City Administrator

SUMMARY

This will approve the first reading of Ordinance No. 988 – amending the Future Land Use Map annexing Parcels # 00-2245-0000 located at 1240 Panhandle Lane & # 00-2245-0003 located at 1237 Panhandle Lane, a total of approximately 8.96 acres, to the Medium Density Land Use Category. This is being reapproved due to this ordinance needing to be approved after Ordinance No 986 - Property Rights Element.

RECOMMENDATION

City Staff recommend approval of Ordinance No. 988.

- ATTACHMENTS
- 1. Ordinance No. 988
  - 2. Exhibit A
  - 3. Exhibit B
  - 4. Exhibit C

## ORDINANCE NO. 988

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

**WHEREAS**, Chapter 163 Florida Statutes empowers the City Council of Chipley, Florida to prepare, amend, and enforce a comprehensive plan for the development of the city; and

**WHEREAS**, the City Council of Chipley, Florida will hold a public hearing on October 8, 2024, to adopt the Comprehensive Plan Amendment pursuant to Section 163.3187, Florida Statutes, having provided for due public notice, having reviewed, and considered public comments received at the public hearing, and having provided for necessary revisions; and

**WHEREAS**, in exercise of its authority, the City Council of the City of Chipley, Florida finds it necessary and desirable to adopt and does hereby adopt this Comprehensive Plan Amendment, in order to encourage the most appropriate use of land, water and resources, consistent with the public interest; and to deal effectively with future problems that may result from the use and development of land within the City of Chipley, Florida as follows:

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

**SECTION 1. AUTHORITY.** The authority for enactment of this Ordinance is Chapter 163 and 171.044, Florida Statutes, Chapter 2 of the City Code, and the adopted Comprehensive Plan.

**SECTION 2. ANNEXATION AND LAND DESCRIPTION.** The **attached** described unincorporated, contiguous land area is hereby annexed into the City of Chipley, Florida: **EXHIBIT A** contains the Survey of the property **approximately 8.96 acres**. **EXHIBIT B** contains the Deed and Legal Description.

**SECTION 3. BOUNDARY.** The existing boundary line of the City of Chipley, Florida is modified to include the herein referenced tract of land as **EXHIBIT A** and **EXHIBIT B** containing the Survey, Deed, and Legal Description. **EXHIBIT C** contains the Future Land Use Map shall be updated to reflect the change concurrent with the passage of this Ordinance.

**SECTION 4. LAND USE DESIGNATION.** The property hereby annexed shall be assigned a City future land use designation as **Medium Density Residential**. The property was subject to the Washington County Comprehensive Plan and Land Development Regulations which shall

remain in full force and effect until the annexation process and large-scale comprehensive plan amendment are complete pursuant to the City Code, City Comprehensive Plane, and other general laws.

**SECTION 5. FUTURE LAND USE MAP AMENDED.** The adopted Future Land Use Map of the City of Chipley, which is a part of the adopted COMPREHENSIVE PLAN, and which map is attached hereof by reference, is hereby amended to impose upon approximately 8.96 acres annexed land with the City’s requirements pursuant to the **Medium Density Land Use Category**. The amendment is identified as **Ordinance No. 988**.

**SECTION 6. EFFECTIVE DATE.** The effective date of this small scale plan amendment and ordinance shall be thirty-one (31) days after adoption on second reading by the City Council, unless the amendment is challenged pursuant to Section 163.3187 of the Florida Statutes. If challenged, the effective date shall be a date a Final Order is issued by the Department of Community Affairs or other appropriate authority, finding the amendment in compliance in accordance with Section 163.3184, F.S.

**INTRODUCED** on first reading at a regular meeting of the City Council on August 13, 2024.

**PASSED** after second reading at a regular meeting of the City Council on October 8, 2024.

CITY OF CHIPLEY, FLORIDA

ATTEST:

\_\_\_\_\_  
By its Mayor, Tracy Andrews

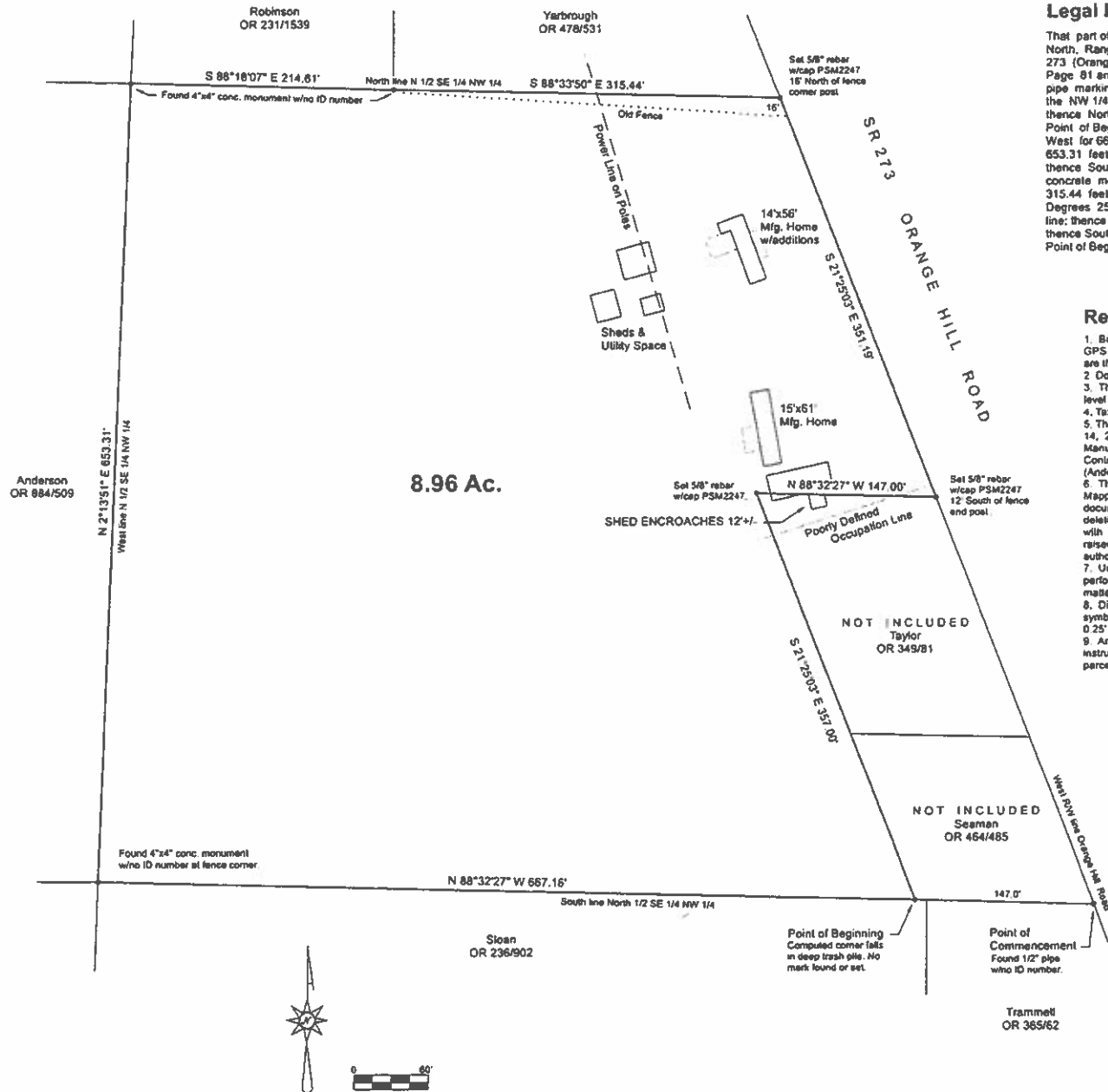
\_\_\_\_\_  
By the City Clerk, Sherry Snell

APPROVED AS TO FORM:

\_\_\_\_\_  
Michelle Blankenship Jordan  
City Attorney

## ANNEXATION EXHIBIT A

## BOUNDARY SURVEY MAP



## Legal Description

That part of the North 1/2 of the SE 1/4 of the NW 1/4 of Section 10, Township 4 North, Range 13 West, in Washington County, Florida, lying West of State Road 273 (Orange Hill Road), LESS parcels described in Official Records Book 342 Page 81 and Book 454 Page 485, bounded as follows: Commencing at an iron pipe marking the intersection of the South line of said North 1/2 of the SE 1/4 of the NW 1/4 with the West right of way line of said Orange Hill Road, and run thence North 88 Degrees 32 Minutes 27 Seconds West for 147.00 feet to the Point of Beginning; thence continue North 88 Degrees 32 Minutes 27 Seconds West for 667.16 feet; thence North 02 Degrees 13 Minutes 51 Seconds East for 653.31 feet along the West line of said North 1/2 of the SE 1/4 of the NW 1/4; thence South 88 Degrees 18 Minutes 07 Seconds East for 214.61 feet to a concrete monument; thence South 88 Degrees 33 Minutes 50 Seconds East for 315.44 feet to the West right of way line of Orange Hill Road; thence South 21 Degrees 25 Minutes 03 Seconds East for 351.19 feet along the right of way line; thence North 88 Degrees 32 Minutes 27 Seconds West for 147.00 feet; thence South 21 Degrees 25 Minutes 03 Seconds East for 357.00 feet to the Point of Beginning.

## Report and F.A.C. 5J-17 Compliance

1. Bearings are Florida State Plane Coordinate System grid derived from GPS observations. They differ from deed description bearings but the lines are the same and there are no gaps or overlaps.
2. Does not apply.
3. The purpose of this BOUNDARY SURVEY is to mark the corners, and the level of survey accuracy is premised upon that expected use.
4. Tax Parcel Number is 00000000-00-2245-0000.
5. The field data collection to perform this survey was completed on November 14, 2018, and the methods applied conform to those found in the BLM Manual of Survey Instructions (US Dept. of Interior, Brown's Boundary Control and Legal Principles (Robillard), and Surveying Theory and Practice (Anderson).
6. This survey was performed by Roger Lonsway, Licensed Surveyor and Mapper #2247, 2252 Gilbert Mill Road, Gt. Bend, FL 32431, and the original documents and maps produced are his property. Reproduction, additions, or deletions without permission are prohibited, and except for electronic copies with electronic signature and seal are not valid without the signature and raised seal of the surveyor or the electronic seal and signature image authorized January 24, 2015.
7. Unless specifically indicated, no exhaustive record title search has been performed by the surveyor, so there may be easements or other important matters of title that are not disclosed by this survey.
8. Dimensional accuracy of measurements is indicated by the dimension label symbolism employed as follows: XXX.XX' = +/- 0.15' +/- 1/20000, XX.X' = +/- 0.25' +/- 1/10000, XX' = +/- 0.50'.
9. Amalgamation of parcels in the style OR XXX/XXX indicate the recorded instrument book and page numbers found in the public record for the adjoining parcels.

## Certificate

This survey is for the exclusive use of and is certified to: Panhandle Investments, LLC, Florida Land Title and Trust Company, First American Title Insurance Company, and to no other parties, and only for the specific purpose indicated hereon, and is certified to meet the FLORIDA STANDARDS OF PRACTICE FOR SURVEYORS AND MAPPERS as set forth in CH. 5J-17 F.A.C.

**Roger Lonsway, P.S.M.**

Survey Project Number 45488  
Drawn November 15, 2018

Handwritten signature and seal of Roger Lonsway, P.S.M.

Prepared by:  
Jennifer A. Mercer, an employee of  
Florida Land Title & Trust Co.  
P.O. Box 726, 2870 Madison Street  
Marianna, Florida 32447  
In Connection With Title Insurance  
File Number: FLT96-36071

Warranty Deed

This Indenture, made , September 20, 2021 A.D.

Between  
Panhandle Investment Group, LLC, a Florida limited liability company, whose  
post office address is: 1224 Clayton Road, Chipley, Florida 32428, Grantor and  
No Doubt Holdings, LLC a Georgia limited liability company, whose post office  
address is: 3980 St. Elisabeth Square, Duluth, Georgia 30096, Grantee,

Witnesseth, that the said Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00 ), to it in hand  
paid by the said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee forever, the  
following described land, situate, lying and being in the County of Washington, State of Florida, to wit:

SEE ATTACHED EXHIBIT A  
Subject to taxes for the current year, covenants, restrictions and easements of record, if any.

And the said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all  
persons whomsoever.

In Witness Whereof, the said Grantor has caused this instrument to be executed in its name by its duly authorized officer  
and caused its corporate seal to be affixed the day and year first above written.

Signed and Sealed in Our Presence:

Jennifer A Mercer  
Jennifer A Mercer  
Printed Name as to First Witness  
Richard H. H. H.  
Printed Name as to Second Witness

Panhandle Investment Group, LLC  
By: Seamus O'Neill  
Its Managing Member  
By: Brandon Lovering  
Its Managing Member

State of Florida  
County of Washington

The foregoing instrument was acknowledged before me by means of ( ☒ ) physical presence or ( ) online notarization on this  
September 21, 2021, by Seamus O'Neill and Brandon Lovering, the Managing Members of Panhandle Investment Group, LLC  
He/She ☒ is/are personally known to me or ( ) has produced a driver's license as identification.

JENNIFER A. MERCER  
Notary Public  
State of Florida  
Comm# HH161213  
Expires 8/9/2025

Jennifer A Mercer (Seal)  
Notary Public  
Notary Printed Name \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

FLT96-36071

**Exhibit "A"**

That part of the North 1/2 of the Southeast 1/4 of the Northwest 1/4 of Section 10, Township 4 North, Range 13 West, Washington County, Florida, lying West of State Road 273 (Orange Hill Road).

LESS parcels described in Official Records Book 342 Page 81 and Book 464 Page 485, bounded as follows:

COMMENCING at an iron pipe marking the intersection of the South line of said North 1/2 of the Southeast 1/4 of the Northwest 1/4 with the West right of way line of said Orange Hill Road; thence run North 88 degrees 32 minutes 27 seconds West for a distance of 147.00 feet to the POINT OF BEGINNING; thence continue North 88 degrees 32 minutes 27 seconds West for a distance of 667.16 feet; thence run North 02 degrees 13 minutes 51 seconds East for a distance of 653.31 feet along the West line of said North 1/2 of the Southeast 1/4 of the Northwest 1/4; thence run South 88 degrees 18 minutes 07 seconds East for a distance of 214.61 feet to a concrete monument; thence run South 88 degrees 33 minutes 50 seconds East for a distance of 315.44 feet to the West right of way line of Orange Hill Road; thence run South 21 degrees 25 minutes 03 seconds East for a distance of 351.19 feet along the right of way line; thence run North 88 degrees 32 minutes 27 seconds West for a distance of 147.00 feet; thence run South 21 degrees 25 minutes 03 seconds East for a distance of 357.00 feet to the POINT OF BEGINNING.

Together with:

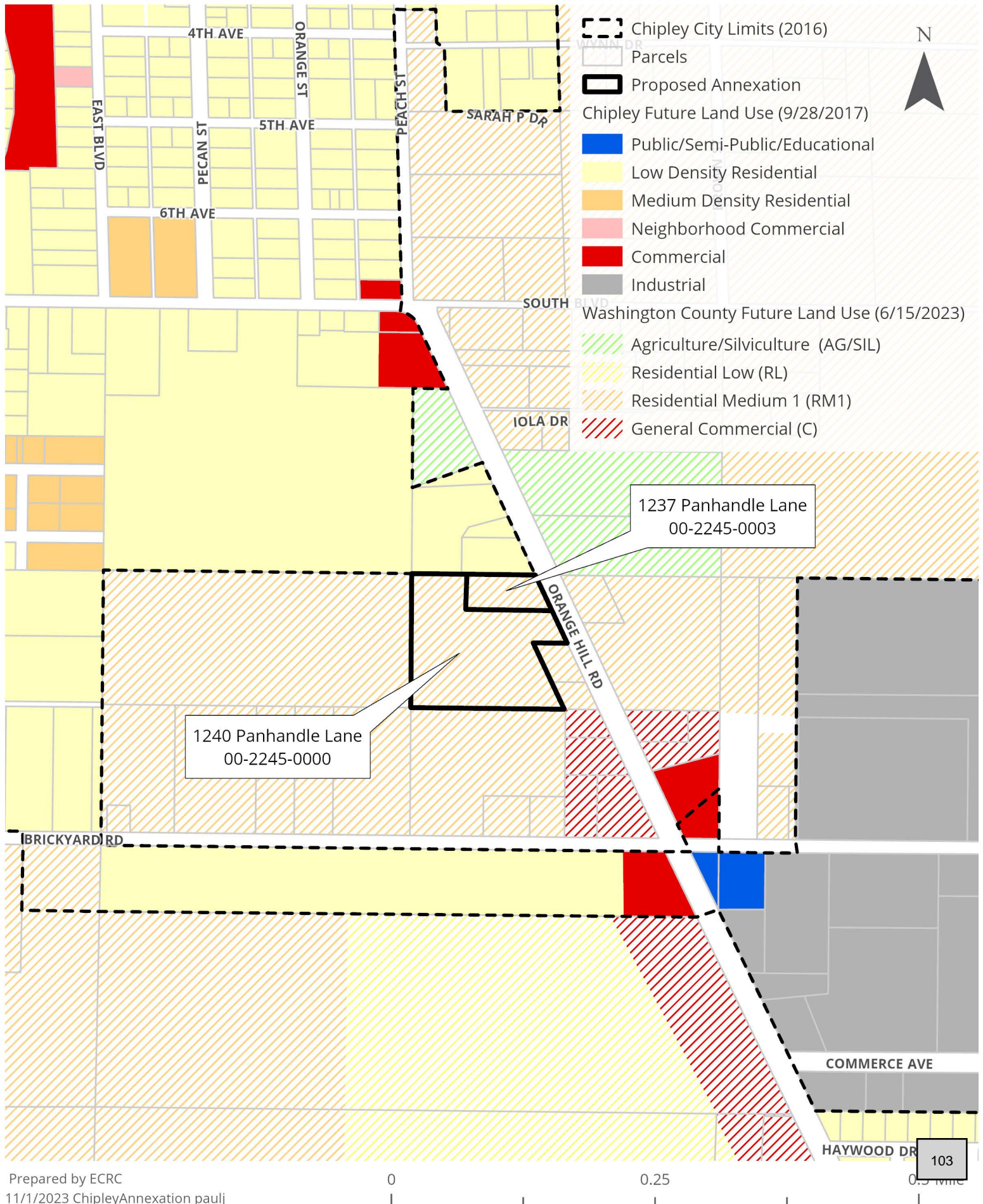
2019 TRU Single Wide Mobile Home Serial Number: SRB032101AL  
2019 TRU Single Wide Mobile Home Serial Number: SRB032102AL  
2019 TRU Single Wide Mobile Home Serial Number: SRB032103AL  
2019 TRU Single Wide Mobile Home Serial Number: SRB032104AL  
2003 RDMN Single Wide Mobile Home Serial Number: 114-39641  
2019 TRU Single Wide Mobile Home Serial Number: SRB076802AL



# Chipley Proposed Annexation: 1237 & 1240 Panhandle

Section H, Item 3.

## 00-2245-0003 & 00-2245-0000





CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Ordinance No. 989 – Future Land Use Map - Annexation (First Reading)

MEETING DATE	PREPARED BY
Tuesday, August 13, 2024	Patrice Tanner, City Administrator

SUMMARY

This will approve the first reading of Ordinance No. 989 – amending the Future Land Use Map annexing Parcels # 00-2222-0001 located at 1447 Main Street, a total of approximately 3.52 acres, to the Commercial Land Use Category. This is being reapproved due to this ordinance needing to be approved after Ordinance No 986 - Property Rights Element.

RECOMMENDATION

City Staff recommend approval of Ordinance No. 989.

- ATTACHMENTS
- 1. Ordinance No. 989
  - 2. Exhibit A
  - 3. Exhibit B
  - 4. Exhibit C

**ORDINANCE NO. 989**

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

**WHEREAS**, Chapter 163 Florida Statutes empowers the City Council of Chipley, Florida to prepare, amend, and enforce a comprehensive plan for the development of the city; and

**WHEREAS**, the City Council of Chipley, Florida will hold a public hearing on October 8, 2024, to adopt the Comprehensive Plan Amendment pursuant to Section 163.3187, Florida Statutes, having provided for due public notice, having reviewed and considered public comments received at the public hearing, and having provided for necessary revisions; and

**WHEREAS**, in exercise of its authority, the City Council of the City of Chipley, Florida finds it necessary and desirable to adopt and does hereby adopt this Comprehensive Plan Amendment, in order to encourage the most appropriate use of land, water and resources, consistent with the public interest; and to deal effectively with future problems that may result from the use and development of land within the City of Chipley, Florida as follows:

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

**SECTION 1. AUTHORITY.** The authority for enactment of this Ordinance is Chapter 163 and 171.044, Florida Statutes, Chapter 2 of the City Code, and the adopted Comprehensive Plan.

**SECTION 2. ANNEXATION AND LAND DESCRIPTION.** The **attached** described unincorporated, contiguous land area is hereby annexed into the City of Chipley, Florida: **EXHIBIT A** contains the Survey of the property **approximately 3.52 acres**. **EXHIBIT B** contains the Deed and Legal Description.

**SECTION 3. BOUNDARY.** The existing boundary line of the City of Chipley, Florida is modified to include the herein referenced tract of land **EXHIBIT A** and **EXHIBIT B** containing the Survey, Deed, and Legal Description. **EXHIBIT C** the Future Land Use Map shall be updated to reflect the change concurrent with the passage of this Ordinance.

**SECTION 4. LAND USE DESIGNATION.** The property hereby annexed shall be assigned a City future land use designation as **Commercial**. The property was subject to the Washington

County Comprehensive Plan and Land Development Regulations which shall remain in full force and effect until the annexation process and small-scale comprehensive plan amendment are complete pursuant to the City Code, City Comprehensive Plane, and other general laws.

**SECTION 5. FUTURE LAND USE MAP AMENDED.** The adopted Future Land Use Map of the City of Chipley, which is a part of the adopted COMPREHENSIVE PLAN, and which map is attached hereof by reference, is hereby amended to impose upon approximately 3.52 acres of annexed land with the City’s requirements pursuant to the Commercial Land Use Category. The amendment is identified as **Ordinance No. 989.**

**SECTION 6. EFFECTIVE DATE.** The effective date of this small-scale plan amendment and ordinance shall be thirty-one (31) days after adoption on second reading by the City Council, unless the amendment is challenged pursuant to Section 163.3187 of the Florida Statutes. If challenged, the effective date shall be a date a Final Order is issued by the Department of Community Affairs or other appropriate authority, finding the amendment in compliance in accordance with Section 163.3184, F.S.

**INTRODUCED** on first reading at a regular meeting of the City Council on August 13, 2024.

**PASSED** after second reading at a regular meeting of the City Council on October 8, 2024.

CITY OF CHIPLEY, FLORIDA

ATTEST:

\_\_\_\_\_  
By its Mayor, Tracy Andrews

\_\_\_\_\_  
By the City Clerk, Sherry Snell

APPROVED AS TO FORM:

\_\_\_\_\_  
Michelle Blankenship Jordan  
City Attorney





**SURVEYED LEGAL DESCRIPTION TRACT 1**

SAID TRACT CONTAINS 2.571 ACRES (111,989 SQ.FT.)

### UTILITY NOTE

**Sunshine 811**

**SURVEYED LEGAL DESCRIPTION TRACT 2**

SAID TRACT CONTAINS 0.957 ACRES (41,668 SQ.FT.)

## REFERENCES

## PROJECT NOTES

1. TOTAL AREA OVERALL TRACT = 3.527 ACRES (153,857 SQ.FT.)
  2. THIS PROPERTY IS ZONED: GENERAL COMMERCIAL PROPERTY ADDRESS: 1447 MAIN STREET CHIPLEY, FLORIDA 32428
  3. SETBACKS ARE AS FOLLOWS:  
FROM ARTERIAL = 50'  
FRONT COLLECTOR = 35'  
SIDE = 15'  
REAR = 15'
  4. THIS SURVEY WAS MADE USING A GEOMAX ZOOM 90 ROBOTIC TOTAL STATION TO OBTAIN LINEAR AND ANGULAR MEASUREMENTS.
  5. THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 18,636 FEET AND AN ANGULAR ERROR OF 0 DEGREES 00 MINUTES AND 11 SECONDS PER ANGLE POINT, AND WAS ADJUSTED USING COMPASS RULE.
  6. THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 337,814 FEET.
  7. THERE IS NO KNOWN NATIONAL GEODETIC SURVEY MONUMENT WITHIN 500 FEET OF ANY POINT ON THE PROPERTY PLATTED, OR ANY POINT OF REFERENCE THEREON.
  8. CERTAIN DATA SHOWN ON THIS PLAT WAS OBTAINED UTILIZING GPS (GLOBAL POSITIONING SYSTEMS). IT INCLUDES: BASIS OF BEARINGS, HORIZONTAL CONTROL, AND VERTICAL CONTROL. THE EQUIPMENT USED TO OBTAIN THIS DATA WAS A CHAMPION PRO GPS RECEIVER WITH AN ANTENNA AND RT3 DATA COLLECTOR RECEIVING RTK CORRECTIONS VIA A MOBILE DATA CONNECTION FROM THE FLORIDA PERMANENT REAL TIME NETWORK. THE TECHNIQUE USED WAS A RTK CORRECTED MEASUREMENTS FROM A TRIMBLE VRS REAL TIME NETWORK.
  9. THE HORIZONTAL DATUM AS REFERENCED HEREIN IS BASED ON THE NORTH AMERICAN DATUM OF 1983(NAD83). THE VERTICAL DATUM (ELEVATIONS) SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988(NAVD88). BOTH DATUMS REFERENCED ABOVE WERE ESTABLISHED ON SITE USING SAID THE GPS REAL TIME NETWORK USING GEO1012b.
  10. THIS PROPERTY IS IN FLOOD ZONE "X" AS PER FLOOD INSURANCE RATE MAP FOR WASHINGTON COUNTY, FLORIDA, AND INCORPORATED, PANEL 70 OF 475, AS SHOWN ON MAP NUMBER 12133500700, WITH AN EFFECTIVE DATE OF JULY 4, 2011.
- ZONE "X" DENOTES AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

## LEGEND

SYMBOLS		LINE TYPES	
REBAR FOUND CAPPED	<ul style="list-style-type: none"> <li>5/8"RB/SQ OBSON 5803</li> <li>5/8" RBS CAP</li> <li>2"OTPF</li> </ul>	PROPERTY LINE	
REBAR SET WITH PLASTIC CAP STAMPED LB#B367	<ul style="list-style-type: none"> <li>4"x4"CMF/NF/MM/RLS#719</li> <li>4"x4"CMF</li> </ul>	ADJOINING PROPERTY LINE	
OPEN TOP PIPE FOUND	<ul style="list-style-type: none"> <li>STOP</li> <li>GWA</li> <li>PP</li> </ul>	RIGHT-OF-WAY LINE	
CONCRETE MARKER FOUND W/NAIL AND WASHER STAMPED	<ul style="list-style-type: none"> <li>TM</li> </ul>	SECTION LINE	
CONCRETE MONUMENT FOUND		OVERHEAD CABLE TV	
SIGN		OVERHEAD ELECTRICAL	
GUY WIRE ANCHOR		OVERHEAD TELEPHONE	
POWER POLE		WOVEN WIRE FENCE	
CONCRETE TELEPHONE MARKER		FIELD MEASURED BEARING AND DISTANCE FIELD	S 89°46'00" E - 788.00'(F)
		RECORDED BEARING AND DISTANCE	S 89°46'00" E - 788.00'(R)
ABBREVIATIONS		HATCHING	
ACRES	AC.	CONCRETE HATCHING	
SQUARE FEET	SQ.FT.	GRAVEL HATCHING	
OFFICIAL RECORD BOOK	O.R.B.	ASPHALT HATCHING	
UNDERGROUND FIBER OPTIC LINE	UGFO		

## SURVEYOR'S CERTIFICATION

CARY B. "BRITT" WETHERINGTON  
FLORIDA SURVEYOR AND MAPPER No. LS 6482

8/15/20.  
DATE

**PREPARED FOR:  
ECLIPSE BRAND BUILDERS**

JOB No.:	21-0042
DRAWN BY:	MDR
DESIGNED BY:	-
SURVEYED BY:	JCR
SURVEY DATE:	03/17/2021
CHECKED BY:	CFR
SCALE:	1" = 40'
DATE:	08/15/2021

SHEET  
1  
OF



**EMC ENGINEERING  
SERVICES, INC.**

**emc**  
CIVIL  
MARINE  
ENVIRONMENTAL

1344 US Hwy 19S, Suite A  
Leesburg, GA 31763  
Ph: (229) 435-6133  
Fax: (229) 439-7979  
albany@emc-eng.com  
[www.emc-eng.com](http://www.emc-eng.com)

ALBANY • ATLANTA • AUGUSTA • BRUNSWICK • COLUMBUS  
SAVANNAH • STATESBORO • THOMASTON • VALDOSTA • WARNER ROBINS

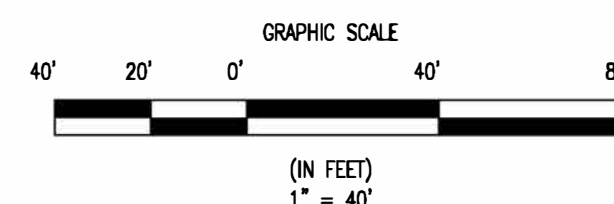
JOB NUMBER:	21-0042	SURVEY DATE:	MARCH 29, 2021
DRAWN/CHECKED:	MDR/CFR	PLAT DATE:	AUGUST 15, 2021
SCALE:	1"=40'	REVISION DATE:	N/A
FIELD BOOK	FILE	FILE:	XXXXX

RE-PLAT
COMMUNITY SOUTH CREDIT UNION PROPERTY SECTION 9, TOWNSHIP 4 NORTH, RANGE 13 WEST WASHINGTON COUNTY, FLORIDA



**106 NORTH MAIN STREET  
BOSTON, GEORGIA 31626  
229-393-5834  
wxtonservices@gmail.com**

**FLORIDA PSM No. - LS 6482  
FLORIDA LB No. - LB 8367**



UNLESS IT BEARS THE ORIGINAL SIGNATURE AND THE  
ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED  
SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR  
MAP IS FOR INFORMATIONAL USE ONLY AND IS NOT VALID



## **ANNEXATION**

### **EXHIBIT B**

#### **SURVEYED LEGAL DESCRIPTION OVERALL BOUNDARY**

ALL OF THAT TRACT OR PARCEL OF LAND LYING AND BEING I SECTION 9, TOWNSHIP 4 NORTH, RANGE 13 WEST, WASHINGTON COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 5/8" REBAR FOUND CAPPED (GIBSON) AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9 AND GO NORTH 00 DEGREES 28 MINUTES 49 SECONDS EAST FOR A DISTANCE OF 345.71 FEET TO A 1/2" REBAR FOUND CAPPED, SAID POINT BEING THE POINT OF THE BEGINNING.

FROM SAID POINT OF BEGINNING GO NORTH 51 DEGREES 12 MINUTES 12 SECONDS WEST ALONG A COMMON PROPERTY LINE WITH RONNIE HARRELL PROPERTY FOR A DISTANCE OF 499.51 FEET TO A 1/2" REBAR FOUND CAPPED ON THE EASTERLY RIGHT-OF-WAY LINE OF MAIN STREET/STATE ROAD #77 (100' PUBLIC R/W); THENCE GO NORTH 39 DEGREES 58 MINUTES 25 SECONDS EAST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF MAIN STREET/STATE ROAD #77 FOR A DISTANCE OF 615.36 FEET TO A 5/8" REBAR FOUND CAPPED GIBSON 5308; THENCE LEAVING THE EASTERLY RIGHT-OF-WAY LINE OF MAIN STREET/STATE ROAD #77 GO SOUTH 00 DEGREES 26 MINUTES 23 SECONDS WEST FOR A DISTANCE OF 784.57 FEET TO A 5/8" REBAR FOUND CAPPED GIBSON 5308, AND THE POINT OF BEGINNING.

SAID TRACT CONTAINS 3.527 ACRES (153,657 SQ. FT.)

# ANNEXATION EXHIBIT B

Section H, Item 4.

Prepared by and return to:  
Panhandle Land Title, LLC.  
124 East Virginia Avenue  
Bonifay, FL 32425  
(850) 547-2025  
File No 22-068

Parcel Identification No Property 1:  
00000000-00-2222-000

[Space Above This Line For Recording Data]

## WARRANTY DEED

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

**This indenture made the 31st day of March, 2022 between R. Ronnie Harrell, a married man, conveying separately owned non-homestead property** whose post office address is **109 Girard Ave, Dothan, AL 36303**, Grantor, to **Community South Credit Union**, whose post office address is **1447 Main Street, Chipley, FL 32428**, Grantee:

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

Property 1:

THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 13 WEST, WASHINGTON COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 9, TOWNSHIP 4 NORTH, RANGE 13 WEST, WASHINGTON COUNTY, FLORIDA; THENCE N 00°27'00" E ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 OF SOUTHWEST 1/4, A DISTANCE OF 345.57 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE, N 51°11'11" W, 499.40 FEET TO THE EASTERLY RIGHT OF WAY LINE OF MAIN STREET (STATE ROAD 77) (100' RIGHT OF WAY); THENCE N 39°58'25" E ALONG SAID EASTERLY RIGHT OF WAY LINE, 90.02 FEET TO THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL AS DESCRIBED IN OFFICIAL RECORD BOOK 1025, PAGE 546 OF THE PUBLIC RECORDS FOR WASHINGTON COUNTY, FLORIDA; THENCE S 51°11'11" E ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL, 426.34 FEET TO THE AFORESAID EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE S 00°27'00" W ALONG SAID EAST LINE, 114.78 FEET TO THE POINT OF BEGINNING, CONTAINING 0.96 OF AN ACRE, MORE OR LESS.

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

**Subject to** taxes for 2022 and subsequent years, not yet due and payable; covenants, restrictions, easements, reservations and limitations of record, if any.


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

**And** Grantor hereby covenants with the Grantee that the Grantor is lawfully seized of said land in fee simple, that Grantor has good right and lawful authority to sell and convey said land and that the Grantor hereby

fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.


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

Signed, sealed and delivered in our presence:

WITNESS   
**Janice J. Sapp**

1st Witness Printed Name

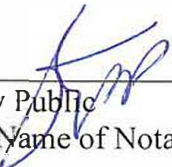
  
R. Ronnie Harrell

WITNESS   
**Joani Carol Rogers**

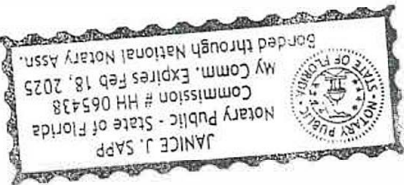
2nd Witness Printed Name

STATE OF FLORIDA  
COUNTY OF HOLMES

The foregoing instrument was acknowledged before me by means of (x ) physical presence or ( ) online notarization this 31st day of March, 2022, by R. Ronnie Harrell.

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

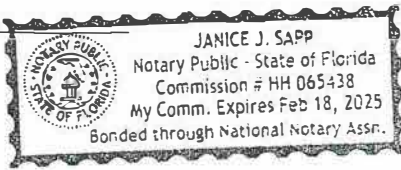
**Janice J. Sapp**



Personally Known: \_\_\_\_\_ OR Produced Identification: ✓

Type of Identification

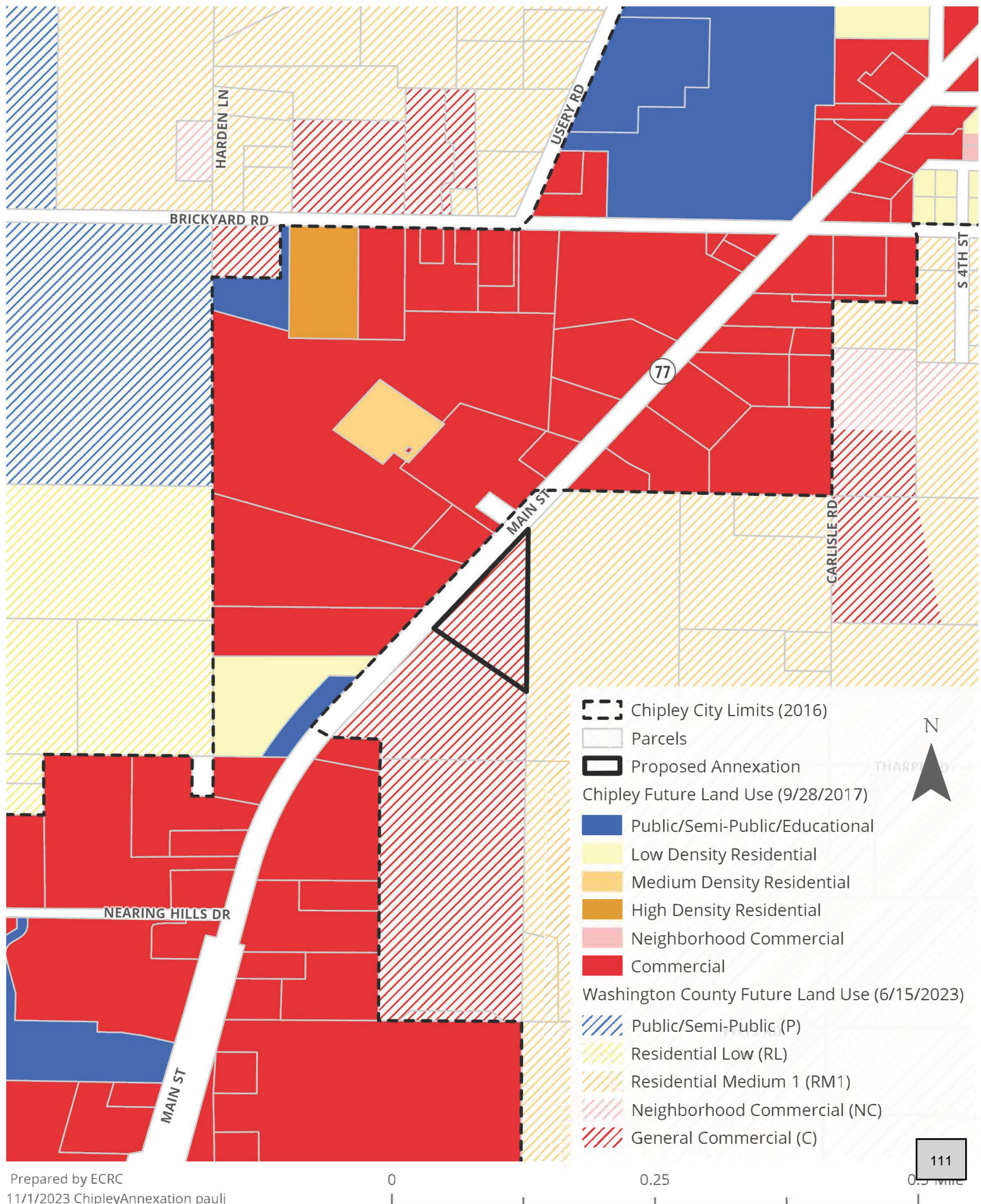
Produced: 





# Chipley Proposed Annexation: 1447 Main Street, 00-222

Section H, Item 4.





CITY OF CHIPLEY  
STAFF REPORT

SUBJECT: Ordinance No. 990 – Future Land Use Amendment (First Reading)

MEETING DATE	PREPARED BY
Tuesday, August 13, 2024	Patrice Tanner, City Administrator

SUMMARY

This will approve the first reading of Ordinance No. 990 – amending the Future Land Use Map changing the land use designation of Parcel # 00-2698-0001 located at 1218 Campbellton Avenue, a total of approximately .417 acres, from Low Density Residential to the High Density Residential Land Use Category. This is being reapproved due to this ordinance needing to be approved after Ordinance No 986 - Property Rights Element.

RECOMMENDATION

City Staff recommend approval of Ordinance No. 990.

ATTACHMENTS

1. Ordinance No. 990
2. Exhibit A

**ORDINANCE NO. 990**

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

**BE IT ORDAINED BY THE CITY COUNCIL OF CHIPLEY, FLORIDA, AS FOLLOWS:**

**SECTION 1. AUTHORITY.** The authority for enactment of this Ordinance is Section 2 of the City Code, Sections 163.3187 F.S., 166.021 F.S. and the Comprehensive Plan.

**SECTION 2. FINDING OF FACT.** The City Council of Chipley, Florida finds:

- A. A public hearing has been held by the City Council after “due public notice”; and
- B. This amendment involves changing the Future Land Use designation imposed on a parcel of property with Parcel No. 00000000-00-2698-0001 located at 1218 Campbellton Avenue from Low Density Residential to High Density Residential; and
- C. This amendment is consistent with the City Land Use Regulations and the adopted Comprehensive Plan and is in the best interest of the City and its citizens.

**SECTION 3. PURPOSE.** The purpose of this Ordinance is to adopt a small-scale comprehensive plan amendment to the City of Chipley Comprehensive Plan also known as Ordinance 989. The amendment is identified as 24S2 and is described in Section 4 herein.

**SECTION 4. FUTURE LAND USE MAP AMENDMENT.** The Future Land Use Map of the City of Chipley, Florida, is hereby amended by changing the Future Land Use category imposed on a certain parcel of property with Parcel No. 00000000-00-2698-0001 located at 1218 Campbellton Avenue, containing a .417 acre parcel more or less, from Low Density Residential to High Density Residential, and as more specifically described as follows:

**SUBJECT PARCEL – Parcel I.D. # 00000000-00-2698-0001.**

COMMENCE AT THE SW CORNER OF LOT 10, BLOCK “A” OF HAGERMAN ADDITION TO THE TOWN OF CHIPLEY, FLORIDA IN

SECTION 33, TOWNSHIP 5 NORTH, RANGE 13 WEST; THENCE RUN EAST ALONG THE NORTH BOUNDARY LINE OF CAMPBELLTON AVENUE 529 FEET TO THE TO THE POINT OF BEGINNING; THENCE N 01 DEGREES 20’ WEST FOR 200 FEET; THENCE NORTH 89 DEGREES 20’ EAST FOR 91.0 FEET MORE OR LESS TO THE EAST BOUNDARY LINE OF LOT 11, BLOCK “A”; THENCE S01 DEGREES 20’ EAST FOR 200 FEET TO THE SOUTHEAST CORNER OF SAID LOT 11 BLOCK “A”; THENCE S89 DEGREES 20’ WEST ALONG CAMPBELLTON AVENUE FOR 91.0 FEET MORE OR LESS TO THE POINT OF BEGINNING.

And also;

The land use change imposed on the subject parcel and map change is shown as Exhibit A, which is attached and made a part hereof by reference.

**SECTION 5. EFFECTIVE DATE.** The effective date of this plan amendment and ordinance shall be thirty-one (31) days after adoption on the second reading by the City Council, unless the amendment is challenged pursuant to Section 163.3187 of the Florida Statutes. If challenged, the effective date shall be a date a final order is issued by the Department of Economic Opportunity or other appropriate authority, finding the amendment in compliance in accordance with Section 163.3184 F.S.

**INTRODUCED** at a Regular meeting of the City Council of the City of Chipley, Florida, held at City Hall on the 13th day of August, 2024, and **PASSED** at a Regular meeting of the City Council of the City of Chipley, Florida, held at City Hall on the 8<sup>th</sup> day of October, 2024.

CITY OF CHIPLEY

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

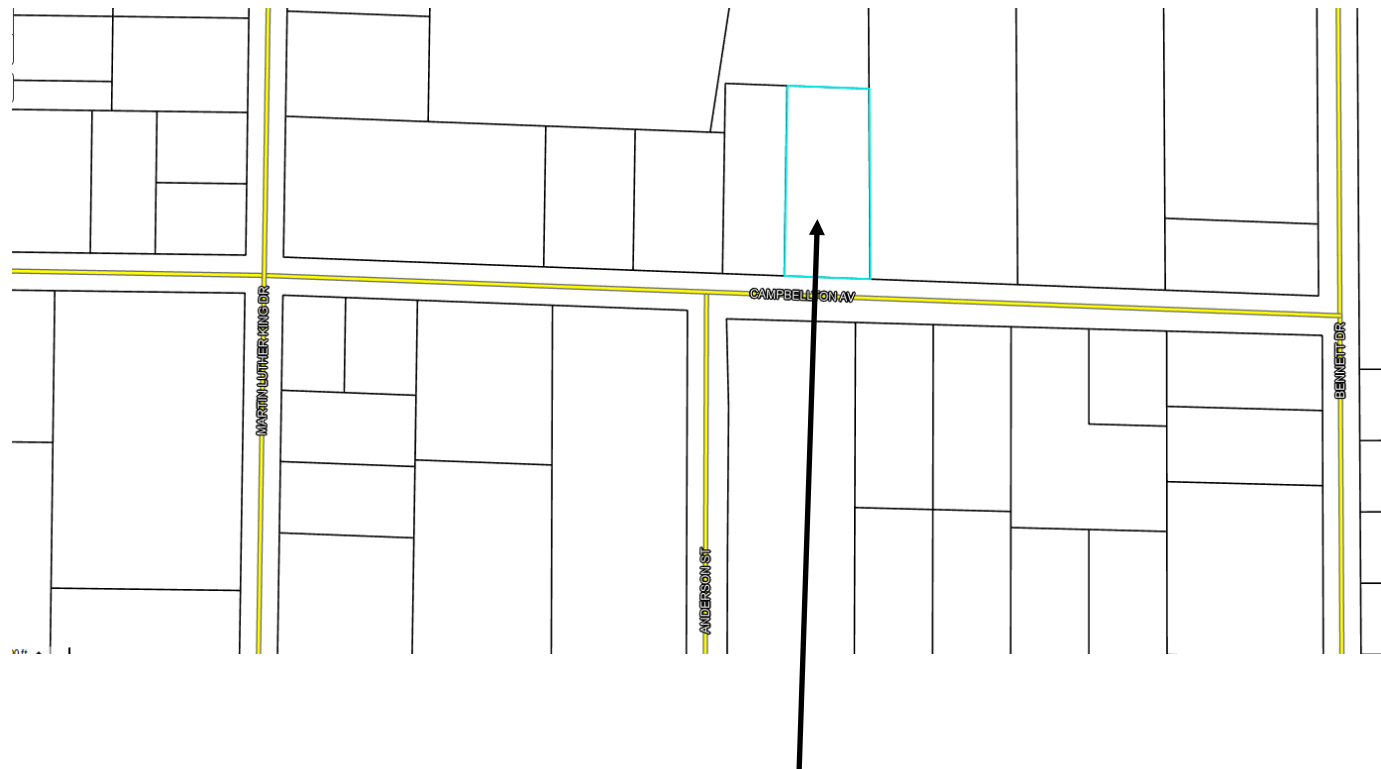
ATTEST:

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

The form and legal sufficiency of the foregoing  
has been reviewed and approved by the City Attorney.

\_\_\_\_\_  
Michelle Blankenship Jordan, City Attorney

## EXHIBIT A



**1218 Campbellton Avenue**  
**Parcel No. 00000000-2698-0001**  
**.417 acres more or less**

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Resolution No. 24-34 - FDOT Small County Outreach Program (SCOP) Agreement – Bennett Drive

MEETING DATEPREPARED BY

Tuesday, August 13, 2024Patrice Tanner, City Administrator

SUMMARY

This will approve Resolution No. 24-34 - FDOT Small County Outreach Program (SCOP) Agreement for the Bennett Drive Resurfacing Project from E Church Avenue to State Road 273 for a total of .53 miles, in the amount of \$784,760.00.

RECOMMENDATION

City Staff recommend approval of Resolution No. 24-34 - FDOT Small County Outreach Program (SCOP) Agreement for Bennett Drive in the amount of \$784,760.00.

ATTACHMENTS

1. Resolution No. 24-34

2. FDOT Small County Outreach Program (SCOP) Agreement

RESOLUTION NO. 24-34

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE  
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND  
THE CITY OF CHIPLEY, FLORIDA.

WHEREAS, the State of Florida Department of Transportation, hereinafter referred to as the “DEPARTMENT”, find it necessary for the City of Chipley, hereinafter referred to as the “RECIPIENT”, to execute and deliver to the FDOT the Small County Outreach Program Agreement identified as Financial Project No. 453572-1-54-01 – Small County Outreach Program (SCOP), (CSFA 55.009) – Bennett Drive Resurfacing Project, hereinafter referred to as the Agreement.

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

1. An Agreement identified as the Small County Outreach Program (SCOP) – Bennett Drive Resurfacing Project, between the City of Chipley, Florida, and the State of Florida Department of Transportation, is hereby approved and the Recipient agrees to complete the project on or before December 31, 2025.
2. The Agreement is for the Bennett Drive Resurfacing Project from E Church Avenue to State Road 273 for a total of .53 miles, in the amount of \$784,760.00.
3. That the Mayor, be hereby authorized and directed to execute the Agreement.
4. A certified copy of this Resolution be forwarded to the FDOT along with the executed Agreement.

PASSED AND ADOPTED THIS 13TH DAY OF AUGUST, 2024.

CITY OF CHIPLEY  
  
\_\_\_\_\_  
Tracy L. Andrews, Mayor

ATTEST:  
  
\_\_\_\_\_  
Sherry Snell  
City Clerk

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

Section H, Item 6.

PROGRAM MANAGEMENT  
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FPN: <u>453572-1-54-01</u>	Fund: <u>SCRC</u> Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
County No: <u>Washington (61)</u>	Contract No: _____	Vendor No: <u>F596000299001</u>

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

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

- 1. Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (*select the applicable statutory authority for the program(s) below*):
  - ☐ Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)
  - ☒ Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (CSFA 55.009)
  - ☐ Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (CSFA 55.016)
  - ☐ Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
  - ☐ Insert Legal Authority , Insert Funding Program Name , Insert CSFA Number

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

- 2. Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in Bennett Drive Resurfacing Project, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
- 3. Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before December 31, 2025. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

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

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
  - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
  - b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
  - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
  - d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.
6. **Project Cost:**
  - a. The estimated cost of the Project is \$805,260. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
  - b. The Department agrees to participate in the Project cost up to the maximum amount of \$784,760 and, additionally the Department's participation in the Project shall not exceed 100% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
  - c. The Department's participation in eligible Project costs is subject to, but not limited to:
    - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
    - ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and



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

**7. Compensation and Payment:**

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

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

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

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**STATE-FUNDED GRANT AGREEMENT**

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

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

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

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

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

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

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

**8. General Requirements:**

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

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

**9. Contracts of the Recipient**

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

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

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

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

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

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

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

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

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

☐ shall

☐ shall not

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

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

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

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

And

State of Florida Auditor General  
Local Government Audits/342  
111 West Madison Street, Room 401  
Tallahassee, FL 32399-1450  
Email: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

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

**13. Restrictions, Prohibitions, Controls and Labor Provisions:**

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

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

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

#### **14. Indemnification and Insurance:**

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

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or



employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

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

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

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shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

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

**15. Miscellaneous:**

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

**16. Exhibits.**

- a.** **Exhibits A, B, D, F, H, and J** are attached to and incorporated into this Agreement.
- b.** ☒ The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.

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- c. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.
- d. ☐ A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O, Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.
- e. ☐ The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: \_\_\_\_\_

**f. Exhibit and Attachment List**

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

\*Additional Exhibit(s): Exhibit C

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

*The remainder of this page intentionally left blank.*

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

RECIPIENT City of Chipley

STATE OF FLORIDA,  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Tim Smith, P.E.  
Title: Director of Transportation Development

Legal Review:

By: \_\_\_\_\_  
Name: \_\_\_\_\_

**EXHIBIT A****PROJECT DESCRIPTION AND RESPONSIBILITIES**FPN: 453572-1-54-01

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

**PROJECT LOCATION:**

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

**PROJECT LENGTH AND MILE POST LIMITS:** 0.53 Miles

**PROJECT DESCRIPTION:** This project is for the Design, Construction and CEI services for the Bennett Drive Resurfacing Project. This project will consist of paving and drainage improvements from E Church Avenue to State Road 273. Within this project there are two Typical Sections and they are outlined below:

Typical Section #1 from E Church Avenue to Old Bonifay Road consists of resurfacing the two 10' wide travel lanes with 3' wide grassed shoulders and shoulder re-work on each side. Some pavement reconstruction will be required in areas with severe damage.

Typical Section #2 from Old Bonifay Road to SR 273 consist of widening the existing 18' roadway to 20' wide by constructing west side widening only due to conflicts on the east side.

Also included in the work to be completed is evaluation of all existing drainage culverts, existing ditches, and signage and updating as needed. Pavement markings will also be upgraded to current standards including the placement of thermolastic markings on the final lift of the asphalt. All necessary permitting will be included as part of this project. The Recipient will ensure that an appropriate pavement design for this project is submitted for review during plans development. No additional right-of-way will be required for the project. Total length of the project is 0.53 miles.

**SPECIAL CONSIDERATIONS BY RECIPIENT:**

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

In accordance with Section 10.c. of this Agreement, the Parties agree as follows:

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

In accordance with Section 10.d. of this Agreement, the Parties agree as follows:

For the provision of Construction Engineering Inspection (CEI) services, the Recipient is required to hire a Department pre-qualified consultant in the appropriate work type.

In accordance with Section 10.e. of this Agreement, the Parties agree as follows:

The Recipient is required to hire a Department pre-qualified consultant in the appropriate work type for the Project.

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

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

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

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

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

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

- a) Study to be completed by .
- b) Design to be completed by .
- c) Right-of-Way requirements identified and provided to the Department by .
- d) Right-of-Way to be certified by .
- e) Construction contract to be let by .
- f) Construction to be completed by December 31, 2025 .

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

#### SPECIAL CONSIDERATIONS BY DEPARTMENT:

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

The Department will issue a Letter of Concurrence for construction and CEI to the Recipient after bid tabulations have been reviewed and approved

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**EXHIBIT B**  
**SCHEDULE OF FINANCIAL ASSISTANCE**

<b>RECIPIENT NAME &amp; BILLING ADDRESS:</b> City of Chipley 1442 Jackson Ave Chipley, FL. 32428		<b>FINANCIAL PROJECT NUMBER:</b> 453572-1-54-01			
PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION			
		(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	Indicate source of Local funds
<b>Design- Phase 34</b>	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Design Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
<b>Right-of-Way- Phase 44</b>	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Right-of-Way Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
<b>Construction- Phase 54</b>	Maximum Department Participation (Insert Program Name)	\$805,260.00	\$20,500.00	\$784,760.00	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY: 2025	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Construction Cost		\$805,260.00 100.00%	\$20,500.00 100.00%	\$784,760.00 100.00%	
<b>Construction Engineering and Inspection - Phase 64</b>	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Construction Engineering and Inspection Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
<b>(Phase : )</b>	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
<b>TOTAL COST OF THE PROJECT</b>		\$805,260.00	\$20,500.00	\$784,760.00	

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

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

Maria Showalter- Local Programs Administrator

District Grant Manager Name

Signature

Date



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**EXHIBIT C**

**ENGINEER'S CERTIFICATION OF COMPLIANCE**

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

**NOTICE OF COMPLETION**

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

PROJECT DESCRIPTION: Bennett Drive Resurfacing Project

FPID#: 453572-1-54-01

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

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ENGINEER'S CERTIFICATION OF COMPLIANCE**

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

By: \_\_\_\_\_, \_\_\_\_\_ P.E.

SEAL:

Name: \_\_\_\_\_

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

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**STATE-FUNDED GRANT AGREEMENT**

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**EXHIBIT D**

**RECIPIENT RESOLUTION**

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

**EXHIBIT F****CONTRACT PAYMENT REQUIREMENTS**  
**Florida Department of Financial Services, Reference Guide for State Expenditures**  
***Cost Reimbursement Contracts***

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

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

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

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

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

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

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

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

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

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Page 1 of 1**EXHIBIT H****ALTERNATIVE ADVANCE PAYMENT FINANCIAL PROVISIONS**

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

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

-----

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

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Page 1 of 1**EXHIBIT J****STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)****THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:****Awarding Agency:** Florida Department of Transportation**State Project Title  
and CSFA  
Number:**

- ☐ County Incentive Grant Program (CIGP), (CSFA 55.008)
- ☒ Small County Outreach Program (SCOP), (CSFA 55.009)
- ☐ Small County Road Assistance Program (SCRAP), (CSFA 55.016)
- ☐ Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
- ☐ Specific Appropriation 2042A of Chapter 2023-239, L.O.F, (CSFA 55.039)

**\*Award Amount:** \$784,760.00

\*The state award amount may change with supplemental agreements

Specific project information for CSFA Number is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:**State Project Compliance Requirements for CSFA Number are provided at:  
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

*This Instrument Prepared by & return to:*  
**Name:** Panhandle Land Title, LLC  
**Address:** 124 East Virginia Avenue  
Bonifay, FL 32425  
**Parcel I.D. #:** 00000000-00-1371-0000  
**PORTION ONLY**

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

PARTIAL RELEASE OF MORTGAGE

**Know All Men By These Presents:** That City of Chipley (hereinafter referred to as “Mortgagee”), whose address is 1442 West Jackson Avenue, Chipley, FL 32428 is the owner and holder of a certain mortgage deed executed by David A. Hitchcock and Tiffany M. Hitchcock, to City of Chipley (hereinafter referred to as “Mortgagor”), bearing date of 04/12/2022 and recorded on 04/12/2022 in Book 1238 at Page 602 in the office of the Clerk of the Circuit Court of Washington County, Florida, securing that certain note in the principal sum of **\$20,000.00** and certain promises and obligations forth in said mortgage deed upon the property situate in said State and County; and

**Whereas,** the said Mortgagor have requested the said Mortgagee to release the premises described below, being part of said mortgaged premises, form the lien and operation of said Mortgage;

**Now, Therefore, Know Ye,** that the said Mortgagee, in consideration of the premises and of the sum of Ten and no/100 Dollars and other valuable consideration in hand paid by or on behalf of the Mortgagor at the time of the execution hereof, the receipt whereof is hereby acknowledged, does hereby remise, release, quitclaim, exonerate and discharge from the lien and operation of said mortgage unto the Mortgagor, its heirs and assigns, all that piece, parcel or tract of land, being a part of the premises conveyed by said mortgage, to wit:

**Commence at the Northwest corner of Lot 139, in the South 1/2, of the Northeast 1/4, of Section 4, Township 4 North, Range 13 West, Washington County, Florida; thence South 06°00'53" East, along the West line of said Lot 139, for a distance of 30.94 feet to the POB; thence continue South 06°00'53" East, for a distance of 5.49 feet; thence North 84°13'29" East, for a distance of 100.00 feet; thence North 06°03'41" West, for a distance of 5.01 feet; thence South 84°30'07" West, for a distance of 100.00 feet to the POB, said lands containing 0.0121 acres more or less.**

**Provided Always,** nevertheless, that nothing herein contained shall in anywise impair, alter or diminish the effect, lien or encumbrance of the aforesaid Mortgage on the remaining part of said mortgaged premises not hereby released therefrom, or any of the rights and remedies of the holder hereof.

City of Chipley

By: \_\_\_\_\_  
Tracy L. Andrews  
Mayor of the City of Chipley

STATE OF FLORIDA  
COUNTY WASHINGTON

I hereby certify that on this \_\_\_\_ day of August, 2024, before me, the subscriber, a Notary Public of the State aforesaid, Tracy L. Andrews, who acknowledged by means of [ ] personal appearance or [ ] online notarization, herself to be the Mayor of City of Chipley, the holder of the Mortgage referred to above, and he executed the foregoing Partial Release of Mortgage for the purposes therein contained by signing the name of City of Chipley, as its agent, acknowledging that the facts set forth therein are true.

WITNESS my hand and notarial seal.

\_\_\_\_\_  
Notary Public  
My Commission expires: \_\_\_\_\_



*This Instrument Prepared by & return to:*  
**Name:** Panhandle Land Title, LLC  
**Address:** 124 East Virginia Avenue  
Bonifay, FL 32425  
**Parcel I.D. #:** 00000000-00-1367-0000  
**PORTION ONLY**

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

PARTIAL RELEASE OF MORTGAGE

**Know All Men By These Presents:** That City of Chipley (hereinafter referred to as “Mortgagee”), whose address is 1442 West Jackson Avenue, Chipley, FL 32428 is the owner and holder of a certain mortgage deed executed by Leanne G. Pedraja and husband, John Pedraja, to City of Chipley (hereinafter referred to as “Mortgagor”), bearing date of 7/18/2019 and recorded on 07/25/2019 in Book 1151 at Page 518 in the office of the Clerk of the Circuit Court of Washington County, Florida, securing that certain note in the principal sum of **\$20,000.00** and certain promises and obligations forth in said mortgage deed upon the property situate in said State and County; and

**Whereas,** the said Mortgagor have requested the said Mortgagee to release the premises described below, being part of said mortgaged premises, form the lien and operation of said Mortgage;

**Now, Therefore, Know Ye,** that the said Mortgagee, in consideration of he premises and of the sum of Ten and no/100 Dollars and other valuable consideration in hand paid by or on behalf of the Mortgagor at the time of the execution hereof, the receipt whereof is hereby acknowledged, does hereby remise, release, quitclaim, exonerate and discharge from the lien and operation of said mortgage unto the Mortgagor, its heirs and assigns, all that piece, parcel or tract of land, being a part of the premises conveyed by said mortgage, to wit:

**Commence at the Northwest corner of Lot 139, in the South 1/2, of the Northeast 1/4, of Section 4, Township 4 North, Range 13 West, Washington County, Florida; Thence North 84°48'14" East along the extension of the North line of said Lot 139, for a distance of 151.12 feet to the Northeast corner of Lot 137 in aforementioned South 1/2 and the POB; thence continue North 84°48'14" East, for a distance of 4.14 feet; thence South 05°19'22" East, for a distance of 44.37 feet; thence South 84°39'43" West, for a distance of 4.13 feet to the East line of aforementioned Lot 137; thence North 05°20'17" West, for a distance of 44.38 feet to the POB, said lands containing 0.0042 acres more or less.**

**Provided Always,** nevertheless, that nothing herein contained shall in anywise impair, alter or diminish the effect, lien or encumbrance of the aforesaid Mortgage on the remaining part of said mortgaged premises not hereby released therefrom, or any of the rights and remedies of the holder hereof.

City of Chipley

By: \_\_\_\_\_  
Tracy L. Andrews  
Mayor of the City of Chipley

STATE OF FLORIDA  
COUNTY WASHINGTON

I hereby certify that on this \_\_\_\_\_ day of August, 2024, before me, the subscriber, a Notary Public of the State aforesaid, Tracy L. Andrews, who acknowledged by means of ☐ personal appearance or ☐ online notarization, herself to be the Mayor of City of Chipley, the holder of the Mortgage referred to above, and he executed the foregoing Partial Release of Mortgage for the purposes therein contained by signing the name of City of Chipley, as its agent, acknowledging that the facts set forth therein are true.

WITNESS my hand and notarial seal.

\_\_\_\_\_  
Notary Public  
My Commission expires: \_\_\_\_\_

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: CRA Grant Documents

MEETING DATE	PREPARED BY
Tuesday, August 13, 2024	Patrice Tanner, City Administrator

SUMMARY

The CRA Board worked with Attorney Jordan to update the multiple CRA grants into one CRA grant package with updated requirements.

This will approve:

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

RECOMMENDATION

City Staff recommend approval of the CRA Grant Documents.

- ATTACHMENTS
- 1. CRA Commercial/Residential Grant Agreement.
  - 2. CRA Real Property Improvement Grant Agreement
  - 3. Declaration of Restrictive Covenant

Chipley Community Redevelopment Agency Grant Application  
for Property Improvement

Date Submitted: \_\_\_\_\_ Application Number: \_\_\_\_\_

Section 1: Applicant Information

- 1. Applicant Name: \_\_\_\_\_
- 2. Business Name (if applicable): \_\_\_\_\_
- 3. Property Address: \_\_\_\_\_
- 4. Mailing Address (if different): \_\_\_\_\_
- 5. Phone Number: \_\_\_\_\_
- 6. Email Address: \_\_\_\_\_
- 7. Have you received any CRA Grants for this property in the last 36 months? If Yes, Amount: \_\_\_\_\_

Section 2: Property Information

- 1. Property Owner Name: \_\_\_\_\_
- 2. Washington County Parcel Identification Number (PIN): \_\_\_\_\_
- 3. Current Use of Property: \_\_\_\_\_
  - Owner Applicant
  - Tenant Applicant
- 4. Proposed Use of Property: \_\_\_\_\_
- 5. Liens/Encumbrances/Judgments: \_\_\_\_\_
- 6. Overlay District (Historic District/Entertainment District)(write “None” if not applicable): \_\_\_\_\_

Section 3: Project Description

- 1. Project Summary: (attach additional sheets if necessary)  
\_\_\_\_\_  
\_\_\_\_\_
- 2. Detailed Scope of Work: (attach additional sheets if necessary)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 3. Estimated Start Date: \_\_\_\_\_
- 4. Estimated Completion Date: \_\_\_\_\_

Section 4: Project Budget

Item	Cost
_____	\$ _____
_____	\$ _____
<b>Total Project Cost</b>	<b>\$ _____</b>

- 1. Amount of Grant Requested: \$ \_\_\_\_\_
- 2. Other Sources of Funding:
  - Personal Funds: \$ \_\_\_\_\_
  - Bank Loan: \$ \_\_\_\_\_

**Section 5: Community Impact**

- 1. Describe the anticipated impact of the project on the community: \_\_\_\_\_
- 2. How will the project contribute to the goals of the Community Redevelopment Plan?  
\_\_\_\_\_

**Section 6: Required Attachments**

- 1. Proof of Property Ownership (Deed and Title Search within thirty (30) days of application date OR Owner’s Title Policy issued within six (6) months of application date)
- 2. Detailed Project Plans and Specifications
- 3. Contractor Estimates
  - Copy of Liability Certificate of Insurance
  - Copy of City of Chipley Business License
- 4. Photos of Current Property Condition
- 5. Inspection Report (4 point or better) performed within prior 6 months

**Section 7: Applicant Certification**

I, \_\_\_\_\_, certify that the information provided in this application is true and correct to the best of my knowledge. I agree to comply with the terms and conditions of the Community Redevelopment Agency grant program.

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Please adjust the details and attach the necessary documents to align with your specific project and CRA requirements.

**CHIPLEY CRA REAL PROPERTY IMPROVEMENT GRANT AGREEMENT**

**Recitals**

**WHEREAS**, the City of Chipley, Florida Community Redevelopment Agency (the "Agency" or "Grantor") is a public body corporate and politic, established and operating under the laws of the State of Florida, including but not limited to, the Florida Community Redevelopment Act of 1969, as amended (the "Act"); and

**WHEREAS**, the Agency has adopted a Community Redevelopment Plan (the "Plan") in June of 2017, which outlines the goals, programs, and projects for the redevelopment of the designated redevelopment area; and

**WHEREAS**, \_\_\_\_\_ (the "Grantee") has applied for a grant under the Plan to assist in the redevelopment efforts that are consistent with the objectives and projects identified in the Plan; and

**WHEREAS**, the Agency, in accordance with the Act and pursuant to the Plan, has determined that providing a grant to the Grantee serves the public purpose by promoting the redevelopment objectives outlined in the Plan;

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the terms and conditions of this Grant Agreement.

**Grant Amount and Use**

The Agency agrees to provide a grant in the amount of \$\_\_\_\_\_ (\_\_\_\_\_) to the Grantee, subject to the terms and conditions of this Agreement. The Grantee is also required to provide matching funds of \$\_\_\_\_\_ (\_\_\_\_\_) towards the project costs. The grant funds and matching funds shall be used exclusively for the purpose of rehabilitating and improving real estate located within the redevelopment area as defined by the Plan. Such improvements may include, but are not limited to, facade improvements, structural repairs, demolition of blighted structures, and signage upgrades in accordance with the guidelines established by the Agency under the Act. The Grantee is strictly prohibited from using the grant funds for any other purposes not specified in this Agreement.

The Grantee agrees to utilize the grant funds in a manner consistent with the objectives of the Plan and in compliance with all applicable laws and regulations of the State of Florida and the City of Chipley. The Grantee further agrees to provide the Agency with detailed reports and documentation of the use of the grant funds, as may be required by the Agency to ensure compliance with the terms of this Agreement and the objectives of the Plan.

**Term of Agreement**

This Agreement shall commence on the Effective Date and shall remain in full force and effect until \_\_\_\_\_, unless sooner terminated in accordance with the provisions of this

Agreement. The "Effective Date" shall be defined as the date upon which the last party executes this Agreement.

### **Conditions Precedent**

The obligations of the Agency to disburse the Grant Funds to the Grantee are subject to the satisfaction of each of the following conditions precedent by the Grantee on or before the specified deadline. If any of these conditions are not satisfied by the Grantee, the Agency may, at its sole discretion, terminate this Agreement or waive any of the conditions precedent:

1. Submission of a detailed project plan by the **Grantee** to the **Agency** for approval, which must align with the objectives of the **Plan** and be submitted no later than 30 days after the **Effective Date**.
2. Obtaining all necessary permits and approvals required for the commencement of the project, including but not limited to zoning and environmental permits, from the appropriate governmental authorities within 60 days after the **Effective Date**. The Grantee shall ensure that the redevelopment project is carried out in accordance with any existing development orders, environmental plans, or studies pertaining to the Property.
3. Proof of adequate financing, in addition to the **Grant Funds**, to complete the project. This must be provided to the **Agency** within 45 days after the **Effective Date**.
4. Execution of a Declaration of Restrictive Covenant in favor of the Agency, within 30 days after the **Effective Date**.

### **Obligations of the Grantee**

The Grantee shall adhere to the following obligations to ensure compliance with the terms of this Grant Agreement:

1. Provide the Agency with written proof of payment for all approved expenditures related to the use of the Grant Funds within thirty (30) days of making such expenditures. Such proof shall include, but is not limited to, receipts and canceled checks evidencing the proper use of funds in accordance with the Plan and this Agreement. **Invoices are not acceptable proof of payment.**
2. Execute and record, at the Grantee's own expense, a Declaration of Restrictive Covenant in the public records of the county in which the property is located. This Declaration shall stipulate that the property will be used in a manner consistent with the Plan and the Act for a minimum period of three (3) years from the Effective Date. The Grantee shall provide the Agency with a recorded copy of the Declaration within sixty (60) days of the Effective Date.

### **Obligations of the Grantor**

The Agency, in consideration of the undertakings of the Grantee under this Agreement, agrees to provide the Grant Funds to the Grantee in accordance with the terms and conditions set forth herein. The Agency's obligations under this Agreement are subject to the following conditions:

- The Grantee must use the Grant Funds exclusively for purposes that are consistent with the **Plan** and the **Act**.

- The Agency shall disburse the Grant Funds to the Grantee within thirty (30) days of approval of Grantee's proof of payment, subject to the Grantee's compliance with the terms of this Agreement.
- The Agency may require the Grantee to submit periodic reports detailing the use of the Grant Funds and the progress of the project or activities funded thereby.
- In the event that the Grantee fails to comply with any of the conditions set forth in this Agreement, including but not limited to, utilizing the Grant Funds for purposes not outlined in the Plan or the Act, failure to maintain the Property as per the Agreement, or violation of the Declaration of Restrictive Covenant, the Agency may, at its sole discretion, require the return of all or part of the Grant Funds disbursed.

### **Declaration of Restrictive Covenant**

In consideration of the Grant Funds provided by the Agency to the Grantee, and as a condition of receiving such Grant Funds, the Grantee hereby agrees to impose a restrictive covenant on the real property described in Exhibit A attached hereto (the "Property"). This Declaration of Restrictive Covenant shall serve to ensure that the Property is used in a manner consistent with the Plan and the Act. The restrictive covenant shall be recorded in the public records of Washington County, Florida, and shall run with the land for a period of three (3) years from the date of Project completion.

The restrictive covenant shall include, but not be limited to, the following provisions:

- The Property shall be developed and used exclusively for purposes that are in compliance with the Plan and the Act.
- The Grantee shall not remove or materially alter (defined as any alteration that changes the fundamental character or use of the improvement, or any alteration that requires a permit under local building regulations) any improvements without the prior written consent of the Agency.
- The Grantee shall maintain the Property in a manner that supports the objectives of the Plan and the Act.
- In the event of a breach of any of the provisions of this restrictive covenant, the Agency shall have the right to demand repayment of the Grant Funds, to be made within thirty (30) days of such demand, in addition to any other legal remedies available.

This Declaration of Restrictive Covenant shall be binding upon the Grantee, their heirs, successors, and assigns, and shall inure to the benefit of the Agency, its successors, and assigns. The terms of this Declaration may only be amended, modified, or terminated with the written consent of both the Grantee and the Agency.

### **Compliance with Laws**

The Grantee shall, at all times during the term of this Agreement and any extension thereof, comply with all applicable federal, state, and local laws, ordinances, regulations, and codes, including but not limited to the Act and any regulations promulgated thereunder, which are applicable to the use of the Grant Funds and the development and maintenance of the Property.



This compliance shall include, without limitation, adherence to environmental laws, zoning ordinances, and building codes, as well as any specific requirements set forth in the Plan.

Furthermore, the Grantee agrees to ensure that the Property remains in compliance with the Declaration of Restrictive Covenant, which mandates adherence to the Plan and the Act. Failure by the Grantee to comply with any of the aforementioned laws, ordinances, regulations, codes, or the Declaration of Restrictive Covenant may result in the termination of this Agreement, at the sole discretion of the Agency, and may require the Grantee to refund any Grant Funds disbursed under this Agreement. The Grantee shall promptly notify the Agency of any environmental issues that arise on the Property during the Project.

### **Insurance**

The Grantee shall, at its own expense, obtain and maintain in full force and effect during the term of this Agreement, with insurers of recognized responsibility, comprehensive general liability insurance and/or property insurance, against claims which may arise from or in connection with the performance of the Grantee's obligations under this Agreement. Such insurance shall have minimum limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The Agency shall be named as an additional insured on all such policies, and the Grantee shall provide the Agency with certificates of insurance evidencing the same upon request. All policies shall provide for a minimum of thirty (30) days' advance written notice to the Agency of cancellation, nonrenewal, or material change. The Grantee agrees that the procurement and maintenance of the required insurance shall not limit or affect any liability that the Grantee may incur under this Agreement or otherwise. The insurance requirements specified herein shall in no way derogate from the obligations assumed by the Grantee under this Agreement, including but not limited to the indemnification obligations set forth elsewhere in this Agreement.

### **Publicity/Use of Project for Public Relations**

The Grantee hereby grants to the Agency the irrevocable right to use any photographs, videos, or other visual representations of the project funded under this Agreement in the Agency's publications, advertising, presentations, and other public relations materials, without any further consent from or compensation to the Grantee. The Agency may use these materials to promote the success of the Community Redevelopment Plan and highlight the contributions of the Grant Program towards the redevelopment efforts within the designated area. The Grantee agrees to provide the Agency with any such materials upon request and to cooperate with the Agency in any public relations efforts related to the project. This provision is intended to facilitate the dissemination of information regarding the positive impact of the Grant Program and the cooperative effort between the Agency and the Grantee in achieving the objectives outlined in the Plan.

### **Default and Remedies**

In the event that the Grantee fails to comply with any of the terms, conditions, or obligations set forth in this Agreement, including but not limited to the use of the Grant Funds in accordance with the Plan and the Act, or if the Grantee fails to maintain the Property in a manner

consistent with the Declaration of Restrictive Covenant, such failure shall constitute a default under this Agreement ("Event of Default").

Upon the occurrence of an Event of Default, the Agency shall provide written notice to the Grantee, specifying the nature of the default and allowing a period of thirty (30) days for the Grantee to cure the default. If the Grantee fails to cure the default within the specified period, the Agency may exercise any one or more of the following remedies:

1. Terminate this Agreement immediately upon written notice to the Grantee.
2. Require the immediate repayment of all or any portion of the Grant Funds disbursed to the Grantee, together with interest at the rate of eighteen percent (18%) per annum from the date of disbursement.
3. Take legal action to enforce the Agreement, including but not limited to the recovery of damages and the enforcement of the Declaration of Restrictive Covenant. In addition, the Grantee shall be liable for all costs and expenses, including attorney's fees, incurred by the Agency in enforcing this Agreement or recovering any amounts due.
4. Any other remedies available under the law or equity.

The rights and remedies provided in this clause are cumulative and not exclusive of any rights or remedies provided by law or in equity.

### **Amendments**

This Agreement may be amended only by written agreement of the parties. No amendment, modification, or waiver of any provision of this Agreement shall be effective unless it is in writing and signed by both the Agency and the Grantee. Any such amendment, modification, or waiver shall be attached to this Agreement and become a part thereof. Notwithstanding the foregoing, the Agency reserves the right, in its sole discretion, to make any amendments necessary to comply with the requirements of the Act or any other applicable law or regulation without the need for a written agreement from the Grantee, provided that the Agency gives the Grantee written notice of such amendments at least thirty (30) days prior to their effective date.

### **Notices**

All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of delivery if delivered personally to the party to whom notice is to be given, or on the date of mailing if mailed to the party to whom notice is to be given by first class mail, postage prepaid, and addressed to the party at the address provided in this Agreement or at such other address as the party may specify in writing.

The Agency shall direct all notices, requests, demands, and other communications to:

- City of Chipley, Florida Community Redevelopment Agency
- Address: P.O. Box 457, Chipley, Florida 32428
- Attn: \_\_\_\_\_

The Grantee shall direct all notices, requests, demands, and other communications to:

- Name: \_\_\_\_\_
- Address: \_\_\_\_\_
- Attn: \_\_\_\_\_

Any party may change its address for notice by giving written notice of such change to the other party in accordance with the provisions of this clause.

**Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than those of the State of Florida. Any legal suit, action, or proceeding arising out of, or related to, this Agreement or the transactions contemplated hereby shall be instituted exclusively in the Circuit Court in and for the Fourteenth Judicial Circuit, Washington County, Florida. Each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

**Entire Agreement**

This Agreement, including any exhibits and attachments hereto, constitutes the entire agreement between the Agency and the Grantee with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, between the parties. No amendment, modification, or supplement of any provisions of this Agreement shall be valid or effective unless made in writing and signed by both parties. This Agreement may not be modified or amended except by an instrument in writing signed by the duly authorized representatives of both the Agency and the Grantee.

**Severability**

If any provision of this Agreement, or the application thereof to any person or circumstance, is held invalid, the remainder of the Agreement, and the application of such provision to other persons or circumstances, shall not be affected thereby and shall continue in full force and effect to the fullest extent permitted by law. The parties hereby declare their intention that this Agreement would have been executed without the inclusion of any provision that may, for any reason, be declared invalid. Further, if any provision contained within this Agreement is found to be void, voidable, or unenforceable, the parties agree to amend the Agreement in a manner that will give effect to the original intent of the parties to the fullest extent possible while remaining valid and enforceable.

**APPLICANT**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**GRANTOR**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**Prepared By and Return To:**  
Chipley City Attorney  
Michelle Blankenship Jordan  
Florida Bar No. 0070836  
Blankenship Jordan, P.A.  
P.O. Box 548  
Chipley, Florida 32428

**DECLARATION OF RESTRICTIVE COVENANT**

**THIS DECLARATION**, entered into this \_\_\_\_ day of \_\_\_\_\_, voluntarily by \_\_\_\_\_, with an address of \_\_\_\_\_ (“Owner”), for the benefit of the City of Chipley Community Redevelopment Agency, a corporate and politic body of the State of Florida, with an address of P.O. Box 457, Chipley, Florida 32428, (“Chipley CRA”) in consideration for Owner’s receipt of a Commercial Improvement Grant/Residential Improvement Grant, as provided for herein:

**Preamble**

**WHEREAS**, the City of Chipley, Florida, by Resolution No. 85-14 pursuant to F.S. Chapter 163, pt. III (F.S. § 163.330 et seq.) created a corporate and politic body, known as the Chipley Redevelopment Agency; and

**WHEREAS**, the CRA is governed by a seven (7) member Board of Commissioners; and

**WHEREAS**, the CRA Board adopted its most recent CRA Redevelopment Plan in June 2017; and

**WHEREAS**, the CRA Board approved a Commercial Improvement Grant and a Residential Improvement Grant program on \_\_\_\_\_; and

**WHEREAS**, the real property subject to this Declaration of Restrictive Covenant is located within the CRA District; and

**WHEREAS**, the Owner has applied for a Residential/Commercial Improvement Grant; and

**WHEREAS**, the CRA Board finds the subject property and the Owner’s proposed redevelopment meets the criteria established in the CRA Redevelopment Plan for rehabilitation and revitalization of blight.

**Grant of Restrictive Covenant**

The Chipley CRA, in consideration of the mutual covenants herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby imposes the following restrictive covenants on the property described in Exhibit A attached hereto and made a part hereof (the "Property"), which covenants shall run with the land and be binding on the Owner, her heirs, successors, and assigns:

- The **Property** shall be maintained in a manner that is consistent with the community standards of the City of Chipley, Florida, and in compliance with all applicable laws, regulations, and ordinances.
- The **Chipley CRA** reserves the right to enter the **Property** at reasonable times to inspect for compliance with these covenants.

### **Purpose of Restrictive Covenant**

This Declaration of Restrictive Covenant (the "Declaration") is made with the purpose of ensuring that the use and development of the Property adhere to certain specified standards and restrictions, as agreed upon by the Chipley CRA and the Owner. It is intended to protect the aesthetic and environmental quality of the surrounding area, promote sustainable development, and enhance the overall value of the Property for the benefit of the community. The restrictions set forth in this Declaration shall run with the land and be binding upon the Owner, their heirs, successors, and assigns, and all future owners and occupants of the Property.

### **Term of Restrictive Covenant**

This Restrictive Covenant shall commence on the date of execution by the Chipley CRA and shall continue in full force and effect for a term of three (3) years ("Term"). Upon the expiration of the Term, this Restrictive Covenant shall be considered fully satisfied and shall be automatically released without any further action required by the Owner, provided that the Owner has complied with all terms and conditions set forth herein during the Term.

### **Improvement Requirements**

The Owner hereby agrees to use the grant funds provided by the Chipley CRA solely for the purpose of making improvements to the Property, as described in Exhibit A, which is attached hereto and incorporated herein by reference. Such improvements shall be made in accordance with all applicable local, state, and federal laws, ordinances, rules, and regulations. The Owner further agrees to complete all improvements within a timeframe to be specified in the grant agreement between the Chipley CRA and the Owner. Failure to complete the improvements within the specified timeframe or to use the grant funds exclusively for the purpose of making improvements to the Property may result in the requirement to repay the grant funds in full to the Chipley CRA.

All improvements made to the Property shall become the property of the Owner; however, during the term of this Restrictive Covenant, the Owner shall not remove or materially alter any improvements without the prior written consent of the Chipley CRA. This consent shall not be unreasonably withheld, conditioned, or delayed.

### **Enforcement**

This Declaration of Restrictive Covenant may be enforced by the Chipley CRA, its successors, and assigns, against the Owner, her successors, and assigns, in any court of competent jurisdiction within the State of Florida. The Chipley CRA shall have the right, but not the obligation, to require the Owner to remedy any breach of this Declaration within a specified period, as determined by the Chipley CRA. Should the Owner fail to remedy such breach within the specified period, the Chipley CRA may, at its discretion, undertake any legal or equitable action

necessary to enforce the terms of this Declaration, including but not limited to seeking injunctive relief, specific performance, or damages.

Furthermore, if the Chipley CRA incurs any costs, including reasonable attorney's fees, in enforcing this Declaration, the Owner shall reimburse the Chipley CRA for all such costs. The rights and remedies provided herein are cumulative and shall not preclude the Chipley CRA from exercising any other rights or remedies available under law or in equity.

## Modification and Termination

This Declaration of Restrictive Covenant may be modified, amended, or terminated only by a written instrument signed by both the Chipley CRA and the Owner. Any such modification, amendment, or termination shall not adversely affect the rights of any lender holding a mortgage on the Property without such lender's written consent. Notwithstanding the foregoing, the Chipley CRA reserves the right to modify, amend, or terminate this Declaration of Restrictive Covenant in whole or in part, without the consent of the Owner, if such modification, amendment, or termination is required to comply with any applicable federal, state, or local law, regulation, or court order.

Upon termination of this Declaration of Restrictive Covenant, all rights and obligations of the parties hereunder shall cease, except for any rights or obligations that, by their nature, should survive termination, including, but not limited to, any obligations related to the repayment of Grant Funds.

## Governing Law

This Declaration of Restrictive Covenant shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Florida.

<b>OWNER:</b>	
Print Name	
Witness:	
Print Name: _____	Print Name: _____
Address: _____	Address: _____

STATE OF FLORIDA )  
COUNTY OF )

SWORN TO AND SUBSCRIBED to before me, \_\_\_\_\_, by means  
of ☐ physical presence or ☐ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 202\_,  
by \_\_\_\_\_, who is ☐ personally known to me or ☐ provided  
\_\_\_\_\_ as identification.

(SEAL)

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Award of Bid No. 2024-04 – Building Demolition

MEETING DATE	PREPARED BY
Tuesday, August 13, 2024	Patrice Tanner, City Administrator

SUMMARY

The City advertised for building demolition for the old fire department building located at 1388 N Railroad Avenue and the building next door located at 1384 N Railroad Avenue. Seven bids were received with the apparent low bid from Chapel Branch and Lagniappe LLC. In the amount of \$117,927.27.

RECOMMENDATION

City Staff recommend approval of Bid award to Chapel Branch and Lagniappe LLC in the amount of \$117,927.27.

- ATTACHMENTS
- 1. Bid Advertisement
  - 2. Bid Tabulation
  - 3. Chapel Branch and Lagniappe LLC Bid



**ADVERTISEMENT FOR BIDS**

**BID NAME: Building Demolition**  
**BID NUMBER: 2024-04**

Notice is hereby given to all interested persons or vendors that sealed bids, submitted in triplicate, will be accepted by the City of Chipley, located at the Chipley City Hall, 1442 Jackson Avenue, Chipley, Florida 32428, **until 2:00 p.m., local time on, August 6th, 2024** for the following item or items:

**Building Demolition – Contact Chipley Public Works for specifications.**

Bids will be opened in the **Meeting Room in the City of Chipley City Hall** located at **1442 Jackson Avenue, Chipley, Florida 32428** at **2:30 p.m., local time on, August 6th, 2024.**

Detailed specifications and a bid sheet may be obtained from:

Guy Lane, Assistant City Administrator/Public Works Director  
Public Works Office  
671 Rustin Drive  
Chipley, FL 32428  
Phone: (850) 638-6346  
Email: [glane@cityofchipley.com](mailto:glane@cityofchipley.com)

**IMPORTANT:** Bids shall be submitted in a sealed envelope marked: **“City of Chipley Building Demolition” and identified by the Name of the Company, Name and Number of the Bid, along with the Date and Time of Opening.** Bids will be received by either hand delivery to the City Clerk’s Office located at 1442 Jackson Avenue, Chipley, Florida or by mail at City of Chipley, Post Office Box 1007, Chipley, Florida 32428 by the Bid closing deadline. Late submittals received after the aforementioned deadline date, either by mail or otherwise, will not be considered and will be returned unopened. The time of receipt will be determined by the time received in the City of Chipley City Hall – City Clerk’s Office. It is the sole responsibility of the vendor for assuring that the bid is received in the City Clerk’s Office by the designated date and time. No faxed, electronic or oral bids will be accepted.

**SPECIAL NOTE:**

The City requires a business license to be paid for the privilege of engaging in any business within the city limits. Please contact the Finance Office for a fee schedule.

No bid may be withdrawn for a period of fifteen days after the scheduled closing time for receipt of bids. Bid award will be made to the lowest responsive bidder, but the right is reserved to reject any or all bids.

**EQUAL OPPORTUNITY EMPLOYER**  
**HANDICAP ACCESSIBLE/FAIR HOUSING JURISDICTION**

**City of Chipley**  
**Advertisement for Bids**  
**Bid No. 2024-04**  
**"Building Demolition"**

Bid Closing: August 6, 2024 @ 2:00 p.m. Bid Opening: August 6, 2024 @ 2:30 p.m.

Company	Date Submitted	Amount
Name: Chapel Branch and Lagniappe LLC Address: 805 Main St. Chipley, FL 32428 Telephone: 850-209-9873 Email:	08/06/2024 @ 8:15 a.m.	\$ 117,927 <sup>27</sup>
Name: Preslies Construction and Land Development Address:  Telephone: Email:	08/06/2024 @ 9:58 a.m.	\$ 168,600 <sup>00</sup>
Name: 814-Sand Address:  Telephone: Email:	08/06/2024 @ 12:45 p.m.	\$ 158,877 <sup>41</sup>
Name: Nyland Secured Contracting Address:  Telephone: Email:	08/06/2024 @ 1:22 p.m.	\$ 125,433 <sup>45</sup>
Name: Circle P Enterprises, LLC Address:  Telephone: Email:	08/06/2024 @ 1:36 p.m.	\$ 239,750 <sup>00</sup>
Name: Carl Owens Address:  Telephone: Email:	08/06/2024 @ 1:58 p.m.	\$ 245,500 <sup>00</sup>
Name: Travis Griffin Equip. Co., Inc. Address:  Telephone: Email:	08/06/2024 @ 1:59 p.m.	\$ 146,370 <sup>00</sup>

Witness:

*Sherry Snell*  
*rf ty*

Date:

*8/6/24*

Date:

*8/6/24*



**Chapel Branch & Lagniappe, LLC**  
 Contact: Tony Lagman, Owner (850) 209-9873



**LOCATION: OLD FIRE DEPT - BID NO.: 2024-04**

**Bid Sheet**

	<u>QTY</u>	<u>Units</u>	<u>Unit Price</u>	<u>Price Total</u>
1384 Demolition	1.00	LS	\$ 32,825.00	\$ 32,825.00
1388 Demolition	1.00	LS	\$ 85,102.27	\$ 85,102.27
<b><u>Total</u></b>				<b>\$ 117,927.27</b>

Signature: \_\_\_\_\_

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



# ***BUSINESS TAX LICENSE***

**CITY OF CHIPLEY  
STATE OF FLORIDA**

**No: 02178.1**

*The business identified below is licensed to engage in or manage the business, profession or occupation of:*  
**SERVICES**

*805 Main St*

*in the CITY OF CHIPLEY for the period beginning October 01, 2023*

*and ending September 30, 2024*

*Issued: August 31, 2023*

**CHAPEL BRANCH & LAGNIAPPE, LLC  
2829 YELLOW JACKET DR  
VERNON FL 32462**

*Betty Nelson*  
\_\_\_\_\_  
Clerk/Cashier

NOTE: A PENALTY IS IMPOSED IF YOU DO NOT KEEP THIS LICENSE EXHIBITED CONSPICUOUSLY AT YOUR ESTABLISHMENT OR PLACE OF BUSINESS.

Section H, Item9.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Section H, Item 9.



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE PLUMBING CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



**FERRER, JUSTINO R**

CHAPEL BRANCH & LAGNIAPPE LLC  
2829 YELLOW JACKET DRIVE  
VERNON FL 32462

**LICENSE NUMBER CFC1482105**

**EXPIRATION DATE: AUGUST 31, 2024**

Always verify licenses online at [MyFloridaLicense.com](https://MyFloridaLicense.com)



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

**CONTINUING PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
CITY OF CHIPLEY, FLORIDA  
And  
KIMLEY-HORN AND ASSOCIATES, INC.**

**THIS AGREEMENT** is made between CITY OF CHIPLEY, FLORIDA, a Florida municipal corporation, (hereinafter referred to as "CITY") and KIMLEY-HORN AND ASSOCIATES, INC., a foreign profit corporation authorized to do business in the State of Florida, (hereinafter referred to as the "CONSULTANT"), whose principal place of business is 421 Fayetteville Street, Suite 600, Raleigh, North Carolina 27601, with FEIN 56-0885615. CITY and CONSULTANT may be referred to individually as "Party" or collectively as "Parties".

**RECITALS**

**WHEREAS**, the CITY requested qualifications from qualified firms and selected the CONSULTANT to provide professional Planning services on an as-need/project basis, as may be more particularly described in an assigned Individual Project Order ("IPO"); and

**WHEREAS**, the CITY solicited proposals from qualified CONSULTANTS on May 15, 2024, pursuant to the CITY'S Request for Qualifications ("RFQ") No. 2024-04, which RFQ and all addenda thereto is attached hereto as Exhibit "A" and is incorporated into this Agreement by reference and made a part hereof; and

**WHEREAS**, the CONSULTANT has submitted a Response to the RFQ, dated June 4, 2024, which Response ("Response to the RFQ") is attached hereto as Exhibit "B" and incorporated into this Agreement by reference and made a part hereof; and

**WHEREAS**, the CONSULTANT is willing and able to perform such professional services for the CITY within the basic terms and conditions set forth in this agreement (hereinafter "Continuing Services Agreement" or "Agreement"); and

**WHEREAS**, the CITY selected the CONSULTANT to provide said Continuing Professional Planning Services to the CITY based on the representations of CONSULTANT in their Response to RFQ; and

**WHEREAS**, the purpose of this Continuing Services Agreement is not to authorize the CONSULTANT to perform a specific project, but to set forth certain general terms and conditions, which shall govern the relationship between CITY and CONSULTANT and which shall be incorporated into subsequent supplemental agreements/IPOs for specific projects or services when required; and

**WHEREAS**, this Agreement shall become effective upon the full execution of the Agreement below.

**NOW THEREFORE**, in consideration of the foregoing recitals, which are incorporated herein and made a part hereof by this reference, the mutual terms, conditions, promises and covenants set forth below, and other good and valuable consideration, the sufficiency of which the Parties hereby acknowledge, the CITY and CONSULTANT agree as follows:

### **Section 1. Definitions.**

The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:

- 1.1 *Compensation*: the total amount paid by the CITY for the CONSULTANT'S professional services for a specific project, exclusive of reimbursable expenses.
- 1.2 *Contract Time*: the number of calendar days provided in the IPO for completion of a specific project or any extension date, whichever shall last occur.
- 1.3 *Reimbursable Expenses*: the direct non-salary expenses directly attributable to the Project. Reimbursable expenses include application and permit fees paid for applying for approval of authorities having jurisdiction over the specific project; travel expenses; and Subconsultant's fees. CONSULTANT shall only be reimbursed for the direct cost of the item without additional mark-up. Reimbursable Expenses must be substantiated by actual invoices and require prior written authorization of the CITY.
- 1.4 *Subconsultant Fee*: the direct and actual cost of the subconsultant with no markup, as reflected by actual invoices of the subconsultant.
- 1.5 *Travel Expenses*: travel expenses, whether within or outside of Washington County, and whether to the specific project or otherwise, shall not be reimbursed unless CONSULTANT has secured advance written authorization for such travel from the CITY Administrator. All approved travel expenses will be reimbursed in accordance with the CITY'S adopted travel policy.
- 1.6 *Individual Project Order*: a supplementary agreement to provide services for a particular project, which shall be subject to the terms of this Agreement. IPOs will be issued in substantially the same form as that provided in the attached and incorporated herein as Exhibit "C".

### **Section 2. Scope of Services.**

The CONSULTANT shall perform for the CITY only those services specifically described and set forth in the Individual Project Orders (IPOs) issued under this Continuing Professional Services Agreement. The scope of such services shall be limited to the detailed descriptions provided in each respective IPO, and no additional services shall be undertaken by the CONSULTANT without the express written authorization of the CITY through the issuance of a new or amended IPO. Each IPO will define the services to be

provided, including, but not limited to, the objectives, deliverables, timeline, mechanisms for the CITY to provide feedback on the CONSULTANT's performance, and any other requirements as deemed necessary by the CITY for the successful completion of the specified project or task. The CONSULTANT is obligated to perform all services in accordance with the highest professional standards and in full compliance with the terms and conditions of this Agreement and the specific provisions of each IPO.

### **Section 3. Term of Agreement.**

3.1 This Continuing Professional Services Agreement ("Agreement") shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect for a period of two (2) years from the effective date, with an option to renew for one (1) additional year, unless sooner terminated year, unless further extended by option or renewal and/or until terminated pursuant to Subsections 3.4, 3.5, or other applicable sections of this Agreement. Each IPO shall specify the period of service agreed to by the CITY and CONSULTANT for services to be rendered under said IPO. Notwithstanding the above, this Agreement shall not commence before the effective date hereof.

3.2 Effect on IPO. Nothing in this section shall be construed to limit the CITY'S right to terminate any ongoing IPO(s).

3.3 Non-Exclusive Agreement. Notwithstanding the provisions of Subsection 3.1, the CITY Administrator may issue requests for proposals for this professional discipline at any time and may utilize the services of any other CONSULTANTS retained by the CITY under similar continuing services agreements. Nothing in this Agreement shall be construed to give the CONSULTANT a right to perform services for a specific project.

3.4 Termination for Cause. This Agreement or an IPO may be terminated by either party for cause, upon fourteen (14) calendar days written notice to the other party should the other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. Cause shall be defined as a substantial failure by the other party to perform in accordance with the terms and conditions contained in this Agreement and/or any IPO through no fault of the terminating party. If the CONSULTANT abandons this Agreement or an IPO, or the CITY terminates the Agreement or IPO for cause, the CONSULTANT shall indemnify the CITY against any loss pertaining to this termination. The aforementioned indemnification shall be in addition to, and shall not be construed to limit, the indemnification set forth in the RFQ, attached and incorporated as Exhibit "A". In the event that the CONSULTANT is terminated by the CITY for cause, and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 3.5 of this Agreement and the provision of Section 3.5 shall apply.

3.5 Termination for Convenience. This Agreement or an IPO may be terminated by the CITY for convenience upon fourteen (14) calendar days' written notice to the CONSULTANT. In the event of termination, the CONSULTANT shall incur no further



obligations in connection with the Project and shall, to the extent possible, terminate any outstanding subconsultant obligations. The CONSULTANT shall be compensated for all services performed to the satisfaction of the CITY and for reimbursable expenses incurred prior to the date of termination. The CONSULTANT shall promptly submit to the CITY its invoice for final payment and reimbursement and the invoice shall comply with the provisions of Section 4.1 of this Agreement. Under no circumstances shall the CITY make any payment to the CONSULTANT for profit/markup or overhead for services which have not been performed.

3.6 Assignment Upon Termination. Upon termination of this Agreement or a IPO, a copy of all of the CONSULTANT'S work product shall become the property of the CITY and the CONSULTANT shall, within five (5) days of receipt of written direction from the CITY, transfer to either the CITY or its authorized designee, a copy of all work product in its possession, including but not limited to designs, specifications, drawings, studies, reports, intellectual property, and all other documents and data in the possession of the CONSULTANT pertaining to this Agreement or IPO. Further, upon the CITY'S request, the CONSULTANT shall assign its rights, title, and interest under any subcontractor's agreements to the CITY. All work product provided under this Agreement shall be used solely for its intended purpose.

3.7 Suspension for Convenience. The CITY shall have the right at any time to direct the CONSULTANT to suspend its performance, or any designated part thereof, for any reason whatsoever or without reason, for a cumulative period of up to thirty (30) calendar days. If any such suspension is directed by the CITY, the CONSULTANT shall immediately comply with same. In the event the CITY directs a suspension of performance as provided for herein through no fault of the CONSULTANT, the CITY shall pay to the CONSULTANT its reasonable costs, actually incurred and paid, of demobilization and remobilization, as full compensation for any such suspension.

#### **Section 4. Compensation and Payment Terms.**

4.1 Billing. CONSULTANT shall submit invoices which are identified by the specific IPO number on a monthly basis in a timely manner. These invoices shall identify the nature of the work performed, the phase of work, and the estimated percentage of work accomplished in accordance with the Fee Schedule set forth in the IPO. Invoices for each phase shall not exceed amounts allocated to each phase of the Project plus reimbursable expenses accrued during each phase. Requests for payment of reimbursable expenses shall be remitted with supporting documentation to substantiate the same. The statement shall show a summary of fees with accrual of the total and credits for portions previously paid by the CITY. The CITY shall pay CONSULTANT within thirty (30) calendar days of approval by the CITY Administrator of any invoices submitted by CONSULTANT to the CITY.

4.2 Disputed Invoices. In the event that all or a portion of an invoice submitted to the CITY for payment to the CONSULTANT is disputed, or additional backup documentation is required, the CITY shall notify the CONSULTANT within fifteen (15) working days of

receipt of the invoice of such objection, modification or additional documentation request. The CONSULTANT shall provide the CITY with additional backup documentation within five (5) working days of the date of the CITY'S notice. The CITY may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the CONSULTANT. The CITY shall pay to the CONSULTANT the undisputed portion of the invoice. The parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

4.3 Suspension of Payment. In the event that the CITY becomes credibly informed that any representations of the CONSULTANT are wholly or partially inaccurate, or in the event that the CONSULTANT is not in compliance with any term or condition of this Agreement and/or any IPO, the CITY may withhold payment of sums then or in the future otherwise due to the CONSULTANT until the inaccuracy, or other breach of the Agreement(s), and the cause thereof, is corrected to the CITY'S satisfaction.

4.4 Final Payment. Submission of the CONSULTANT'S invoice for final payment and reimbursement shall constitute the CONSULTANT'S representation to the CITY that, upon receipt from the CITY of the amount invoiced, all obligations of the CONSULTANT to others, including its subconsultants, incurred in connection with the Project, shall be paid in full. The CONSULTANT shall deliver to the CITY all documents requested by the CITY evidencing payments to any and all subconsultants, and all final specifications, plans, or other documents as dictated in the Scope of Services and Deliverable. Acceptance of final payment shall constitute a waiver of any and all claims against the CITY by the CONSULTANT.

## **Section 5. Additional Services and Changes in Scope of Services.**

5.1 Changes Permitted. Changes in the Scope of Services of an IPO consisting of additions, deletions, revisions, or any combination thereof, may be ordered by the CITY by IPO Amendment, without invalidating the IPO.

5.2 IPO Amendment Defined. An IPO Amendment shall mean a written amendment to the IPO, executed by the CONSULTANT and the CITY, issued after execution of an IPO, authorizing and directing a change in the Scope of Services or an adjustment in the Contract Price or the Contract Time, or any combination thereof. The Contract Price and/or the Contract Time may be changed only by an IPO Amendment.

5.3 Effect of Executed IPO Amendment. The execution of an IPO Amendment by the CITY and the CONSULTANT shall constitute conclusive evidence of the CONSULTANT'S agreement to the ordered changes in the Scope of Services or an adjustment in the Contract Price or the Contract Time, or any combination thereof. The CONSULTANT, by executing the IPO Amendment, waives and forever releases any claim against the CITY for additional time or compensation for matters relating to or arising out of or resulting from the Services included within or affected by the executed IPO Amendment.

5.4 The CITY may request changes that would increase, decrease, or otherwise modify the Scope of Services of this Agreement. Such changes must be contained in a

written agreement executed by the parties in accordance with the provisions of the Continuing Services Agreement, prior to any deviation from the terms of the Agreement, including the initiation of any extra work.

### **Section 6. CITY'S Responsibilities.**

6.1 The CITY shall assist the CONSULTANT by placing at its disposal all available information as may be requested in writing by the CONSULTANT and shall allow reasonable access to all pertinent information relating to the services to be performed by the CONSULTANT.

6.2 The CITY shall furnish to the CONSULTANT, at the CONSULTANT'S written request, all available maps, plans, existing studies, reports, and other data, in the CITY'S possession, pertinent to the services to be provided by the CONSULTANT. CONSULTANT shall be entitled to rely on the completeness and accuracy of all information provided by the CITY or the CITY's consultants or representatives.

6.3 The CITY shall arrange for access to and make all provisions for the CONSULTANT to enter upon public property as required for the CONSULTANT to perform services.

### **Section 7. Code of Ethics.**

7.1 The parties to this Continuing Professional Services Agreement, being the CITY of Chipley ("CITY") and Kimley-Horn and Associates, Inc. ("CONSULTANT"), hereby agree to adhere to the highest standards of ethical conduct in the performance of their duties under this Agreement. The following provisions shall apply:

- The code of ethics of the Florida Engineering Society is hereby incorporated into this Agreement by reference.
- The CONSULTANT warrants and represents that its employees shall abide by the Code of Ethics for Public Officers and Employees as set forth in Chapter 112, Florida Statutes.

7.2 Failure to comply with these ethical standards may result in immediate termination of this Agreement, at the CITY'S discretion, and may subject the CONSULTANT to other penalties as prescribed by law or ordinance.

### **Section 8. Policy of Non-Discrimination/Wages.**

8.1 The CONSULTANT shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work and shall not discriminate on the grounds of race, color, religion, sex, age, marital status, national origin, physical or mental disability in the performance of work under this Agreement.

8.2 If the project is subject to federal and grant funding that requires specific wage and non-discrimination provisions, CONSULTANT shall be required to comply with the same.

## **Section 9. Ownership of Documents/Deliverables.**

9.1 All finished or unfinished documents, including but not limited to, detailed reports, studies, plans, drawings, surveys, maps, models, photographs, specifications, digital files, and all other data prepared for the CITY or furnished by the CONSULTANT pursuant to any IPO, shall become the property of the CITY, including any intellectual property rights therein, whether the Project for which they are made is completed or not, and shall be delivered by CONSULTANT to the CITY within five (5) calendar days after receipt of written notice requesting delivery of said documents or digital files. The CONSULTANT agrees to assign all rights, title, and interest in such intellectual property to the CITY, unless otherwise agreed in writing. The CONSULTANT shall have the right to keep one record set of the documents upon completion of the Project, however, in no event shall the CONSULTANT, without the CITY'S prior written authorization, use, or permit to be used, any of the documents except for client or educational presentations or seminar use.

9.2 All subcontracts for the preparation of reports, studies, plans, drawings, specifications, digital files, or other data, entered into by the CONSULTANT for each Specific project shall provide that all such documents and rights obtained by virtue of such contracts shall become the property of the CITY.

9.3 All final plans and documents prepared by the CONSULTANT shall bear the endorsement and seal of a person duly registered as a Professional Engineer, Architect, Landscape Architect, Professional Geologist, or Land Surveyor, as appropriate, in the State of Florida and date approved and/or sealed.

9.4 All deliverables should be provided in hard copy format as well as electronic format to the CITY. Drawings should be provided in CADD, spread sheets in Excel, and written documentation should be provided in Microsoft Word. The date of submittal to the CITY shall be deemed to be the latter of delivery of hard copies and delivery of electronic copies, as applicable.

9.5 Any modifications by the CITY to any of the CONSULTANT'S documents, without written authorization by the CONSULTANT will be at the CITY'S sole risk and without liability to the CONSULTANT.

## **Section 10. Records/Audits.**

10.1 The CONSULTANT shall maintain and require subconsultants to maintain, complete and correct records, books, documents, papers, and accounts pertaining to the specific project. Such records, books, documents, papers, and accounts shall be available at all reasonable times for examination and audit by the CITY Administrator or any authorized CITY representative with reasonable notice and shall be kept for a period of three (3) years after the completion of each IPO. Incomplete or incorrect entries in such records, books, documents, papers, or accounts will be grounds for disallowance by or reimbursement to the CITY of any fees or expenses based upon such entries. Disallowed fees will be paid when incomplete or incorrect entries are remedied to the satisfaction of the CITY.

10.2 The CONSULTANT shall comply with Chapter 119, Florida Statutes, as applicable.

10.3 Refusal of the CONSULTANT to comply with the provisions of this clause shall be grounds for termination for cause by the CITY of this Agreement or any IPO.

**Section 11. No Contingent Fee.**

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event the CONSULTANT violates this provision, the CITY shall have the right to terminate this Agreement or any IPO, without liability, and at its sole discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

**Section 12. Independent Contractor.**

The CONSULTANT is an independent contractor under this Agreement and any IPOs. Personal services provided by the CONSULTANT shall be by employees of the CONSULTANT and subject to supervision by the CONSULTANT, and not as officers, employees, or agents of the CITY. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement or any IPOs shall be those of the CONSULTANT. The CONSULTANT warrants that the services provided and any intellectual property used under this Agreement do not infringe on any third-party intellectual property rights.

**Section 13. Assignment; Amendments.**

13.1 This Agreement shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the CONSULTANT, without the prior written consent of the CITY.

13.2 No modification, amendment or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality as this Agreement.

**Section 14. Indemnification/Hold Harmless.**

14.1 Pursuant to Section 725.08, Florida Statutes, the CONSULTANT shall indemnify, and hold harmless the CITY, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, to the extent caused by CONSULTANT'S, or any persons employed or utilized by the CONSULTANT in the performance of this Agreement or any IPO, negligent acts, errors or omissions, negligence, recklessness, or intentionally wrongful conduct in the performance of this Agreement. CONSULTANT shall reimburse the CITY for all its

expenses including reasonable attorneys' fees and costs incurred, up through and inclusive of any appeals, in and about the defense of any such claim or investigation and for any judgment or damages to the extent caused by CONSULTANT'S and/or and of the CONSULTANT'S subconsultant's negligent acts, errors or omissions, negligence, recklessness, or intentionally wrongful conduct.

14.3 The CONSULTANT shall indemnify, defend and hold harmless the CITY, its officers, agents and employees, from and against any and all claims, demands, suits, liabilities, damages, losses, costs and expenses, including reasonable attorneys' fees, arising out of or resulting from any actual or alleged intellectual property infringement in the performance of services under this Agreement.

14.4 The provisions of this section shall survive termination of this Agreement. Nothing contained herein shall in any way alter or diminish the CITY'S statutory or common law protections related to Sovereign Immunity.

14.4 Except as otherwise explicitly provided herein, in no event shall either Party, its parents, affiliates and subsidiaries or their respective directors officers or employees be liable to the other for any indirect, incidental, special, consequential or punitive damages whatsoever (including without limitation, loss of revenue, loss of use, or interruption of business) arising out of or related to this Agreement, even if advised of the possibility of such damages, and CONSULTANT hereby releases CITY and CITY hereby releases CONSULTANT from any such liability.

### **Section 15. Insurance.**

The CONSULTANT shall secure and maintain throughout the duration of this Agreement and any IPO, insurance of such type and in such amounts necessary to protect its interest and the interest of the CITY against hazards or risks of loss as specified in the RFQ. This insurance shall also include intellectual property (IP) coverage to protect against any potential IP infringement claims related to the services provided under this Agreement or any IPO. The underwriter of such insurance shall be qualified to do business in Florida and have agents upon whom service of process may be made in the State of Florida. The CITY shall be listed as an additional insured on all policies, with the exception of workers' compensation coverage, if applicable. The insurance coverage shall be primary insurance with respect to the CITY, its officials, employees, agents, and volunteers. Any insurance maintained by the CITY shall be in excess of the CONSULTANT'S insurance and shall not contribute to the CONSULTANT'S insurance. Additionally, CONSULTANT shall obtain additional insurance coverage as the CITY may require for a specific IPO.

### **Section 16. Representative of CITY and CONSULTANT.**

For the effective administration and management of the Continuing Services Agreement, the following representatives are hereby designated by the Parties:

- 16.1 CITY Representative: The CITY designates the CITY Administrator or their designee, as the official representative for the CITY. All communications pertaining to the day-to-day conduct of this Agreement shall be directed to the CITY Representative. It is the responsibility of the CONSULTANT to ensure that the CITY Representative is kept informed of all matters related to the execution of this Agreement.
- 16.2 CONSULTANT Representative: The CONSULTANT shall designate a representative who will be responsible for managing the day-to-day operations related to this Agreement. The CONSULTANT must inform the CITY Representative, in writing, of the designated CONSULTANT Representative. This ensures a clear line of communication is established between the Parties for the efficient execution of the Agreement.

This designation of representatives aims to facilitate prompt and efficient resolution of issues and to ensure that both Parties remain informed of progress and any challenges encountered during the execution of the Agreement.

#### **Section 17. Cost and Attorney's Fees/Waiver of Jury Trial.**

17.1 If either the CITY or CONSULTANT is required to enforce the terms of this Agreement or any IPO by court proceedings or otherwise, whether or not formal legal action is required, each party shall be responsible for their own costs and expenses, including attorneys' fees and costs, the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

17.2 In the event of any litigation arising out of this Agreement or IPO, each party hereby knowingly, irrevocably, voluntarily, and intentionally waives its right to trial by jury.

#### **Section 18. Priority of Authority of Instruments.**

The relationship between the Parties shall be governed by several contract documents, all of which, when read together, shall constitute one agreement between the Parties. The contract documents include this Agreement, one or more ensuing IPOs, and the CITY solicitation documents. In the event of conflict between or amongst the contract documents, priority shall be as follows:

- A. IPO Amendment;
- B. IPO;
- C. this Agreement;
- D. the RFQ, including any addenda thereto.

Otherwise, there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in the aforementioned contract documents. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements whether oral or written.

## **Section 19. CONSULTANT'S Responsibilities.**

19.1 Under the Continuing Professional Services Agreement, the CONSULTANT, Kimley-Horn and Associates, Inc., shall ensure that all its drawings, studies, plans, specifications, or other construction or contract documents prepared are accurate, coordinated, and adequate for construction. These documents must comply with all applicable published CITY Codes, as well as state, county, and federal laws, rules, and regulations.

19.2 The CONSULTANT is required to exercise the same degree of care, skill, and diligence in the performance of services for each IPO as is ordinarily provided by a professional engineer, architect, landscape architect, surveyor, or mapper under similar circumstances. Should it be determined at any time during the term of any IPO, or the construction of the Project for which services were provided under a prior IPO, that the CONSULTANT'S documents are incorrect, defective, or fail to conform to the Scope of Services for the particular Project, the CONSULTANT shall, upon written notification from the CITY, immediately proceed to correct the work. This includes re-performing services that failed to meet the aforementioned standard of care and paying all costs and expenses associated with correcting said incorrect or defective work. This also includes any additional testing, inspections, and construction and reimbursements to the CITY for any other services and expenses made necessary by such errors or omissions, except for any costs and expenses which the CITY would have otherwise paid absent the CONSULTANT'S error or omission.

19.3 The CONSULTANT'S obligations to maintain accuracy and integrity in their work and to correct any of its errors or defects at their own expense are in addition to, and cumulative of, any and all other rights and remedies provided by this Agreement, the IPO, by law, equity, or otherwise. Furthermore, the CONSULTANT shall maintain in good standing all required professional licenses and certifications required under federal, state, and local laws necessary to perform the services throughout the term of the Agreement.

19.4 The obligations of the CONSULTANT under subsection 20.2 of this Agreement shall survive the termination of this Agreement or any IPO, ensuring accountability and adherence to professional standards throughout and beyond the duration of the contractual relationship.

## **Section 20. Subconsultants.**

20.1 In the event the CONSULTANT requires the services of any subconsultants or other professional associates in connection with services covered by any IPO, the CONSULTANT must secure the prior written approval of the CITY. The CONSULTANT shall comply with CITY procurement guidelines except where state or federal law, regulations, or grant requirements mandate to the contrary and use best efforts to utilize subconsultants whose principal place of business is located within the CITY or Washington County, Florida and adhere to all local CITY ordinances.



20.2 Any subcontract with a subconsultant shall afford to the CONSULTANT rights against the subconsultant which correspond to those rights afforded to the CITY against the CONSULTANT herein, including but not limited to those rights of termination as set forth herein.

20.3 No reimbursement shall be made to the CONSULTANT for any subconsultants that have not been previously approved by the CITY for use by the CONSULTANT.

20.4 Any subconsultant shall be bound by the terms and conditions of this Agreement and comply with the same insurance requirements as described in Section 16.

### **Section 21. Employment Eligibility Verification (E-Verify).**

21.1 The CONSULTANT must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States. The provisions of 48 CFR 52.222-54 (as amended) are incorporated herein by reference. In accordance with Subpart 22.18 of the Federal Acquisition Register, the CONSULTANT must:

1. Enroll in the E-Verify Program.
2. Use E-Verify to verify the employment eligibility of all new hires working in the United States.
3. Use E-Verify to verify the employment eligibility of all employees assigned to the Agreement.
4. Include this requirement in certain subcontracts, such as those for construction.

Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

21.2 The CONSULTANT shall also comply with Florida Statute 448.095, which directs all public employers, including municipal governments, and private employers with twenty-five or more employees to verify the employment eligibility of all new employees through the U.S. Department of Homeland Security's E-Verify System. Furthermore, a public entity may not enter into a contract unless each party to the contract registers with and uses the E-Verify system. Florida Statute 448.095 further provides that if a CONSULTANT enters into a contract with a subcontractor, the subcontractor must provide the CONSULTANT with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. In accordance with Florida Statute 448.095, the CONSULTANT, if it employs more than twenty-five employees, is required to verify employee eligibility using the E-Verify system for all existing and new employees hired by the CONSULTANT during the contract term. Furthermore, the CONSULTANT must also require and maintain the statutorily required affidavit of its subcontractors. It is the responsibility of the CONSULTANT to ensure compliance with E-Verify requirements (as applicable). To enroll in E-Verify, employers should visit the E-Verify website (<https://www.everify.gov/employers/enrolling-in-e-verify>) and follow the

instructions. The CONSULTANT must retain the I-9 Forms for inspection and provide an executed E-Verify Affidavit, which is attached hereto as Exhibit "E".

## **Section 22. Scrutinized Companies.**

22.1 In accordance with Florida Statutes and in alignment with the CITY'S commitment to ethical business practices, the CONSULTANT agrees to not engage in any business operations with scrutinized companies located in or doing business with countries designated by the state of Florida as supporting terrorism. The CONSULTANT further commits to not engaging in any actions that would cause the CITY to be in violation of state or federal laws regarding dealings with scrutinized companies.

22.2 For the purposes of this Agreement, a "scrutinized company" is defined as any business or entity that has been identified by the state of Florida as engaging in activities or operations that are in violation of federal laws pertaining to the support of terrorism, human trafficking, or other activities deemed unethical or illegal under Florida law.

22.3 Should the CONSULTANT be found in violation of this clause, it shall constitute a material breach of this Agreement, warranting immediate termination and subject to legal action as deemed appropriate by the CITY. The CONSULTANT is required to immediately notify the CITY if it becomes aware of any potential violations of this clause during the term of the Agreement.

## **Section 23. Compliance with Florida Public Record Law.**

Pursuant to Section 119.0701, Florida Statutes, CONSULTANT agrees to:

1. Keep and maintain public records in CONSULTANT'S possession or control in connection with CONSULTANT'S performance under this agreement. CONSULTANT shall 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 Agreement, and following completion of the Agreement until the records are transferred to the CITY.
2. Upon request from the CITY'S custodian of public records, CONSULTANT shall 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 by Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the CITY. Notwithstanding, it is understood that at all times CONSULTANT'S workpapers shall remain the sole property of CONSULTANT and are not subject to the terms of this Agreement. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to this Agreement in the possession of CONSULTANT shall be delivered by CONSULTANT to the CITY Administrator, at no cost to the CITY, within seven (7) days. All such records stored electronically by CONSULTANT shall be delivered to the CITY in a format that is compatible with the CITY'S information technology systems. Once the public

records have been delivered upon completion or termination of this Agreement, CONSULTANT shall destroy any and all duplicate records that are exempt or confidential and exempt from public records disclosure requirements. Notwithstanding the terms of this Section, the Parties agree and it is understood that CONSULTANT will maintain a copy of any information, confidential or otherwise, necessary to support its work product generated as a result of its engagement for services, solely for reference and archival purposes in accordance with all applicable professional standards, which will remain subject to the obligations of confidentiality herein.

4. Any compensation due to CONSULTANT shall be withheld until all records are received as provided herein.
5. CONSULTANT'S failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the CITY.

**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, THE PROVIDER SHALL CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (TELEPHONE NUMBER: (850) 638-6350; E-MAIL ADDRESS: SSnell@cityofchipley.com, AND MAILING ADDRESS: 1442 Jackson Avenue, Chipley, FL 32428).**

#### **Section 24. Notices.**

Whenever either party desires to give notice to the other under this Continuing Professional Services Agreement, such notice must be given by hand delivery, or written notice sent by certified United States mail, with return receipt requested, or by a nationally recognized private mail delivery service. Notices must be addressed to the party for whom it is intended, at the address last specified in writing between the parties, and in compliance with the provisions of this clause. The addresses designated for giving of notice are as follows:

- For the CITY:
  - CITY of Chipley
  - Attention: CITY Administrator
  - 1442 Jackson Avenue
  - Chipley, FL 32428
  - Telephone: (850) 638-6350
- With a copy to:
  - Michelle Blankenship Jordan, City Attorney
  - PO Box 548
  - Chipley, FL 32428

- For the CONSULTANT:
  - Kimley-Horn and Associates, Inc.
  - 2 Alhambra Plaza, Suite #500
  - Coral Gables, FL 33134
  - Telephone: (305) 673-2025

The parties may update their respective addresses for notice by providing written notice to the other party in accordance with the terms of this clause.

#### **Section 25. Truth-In-Negotiation Certificate.**

Signature of this Agreement by CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement or any IPO are accurate, complete, and current at the time of contracting. Each IPO's contract prices and any additions shall be adjusted to exclude any significant sums by which the CITY determines the Project's contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments shall be made within one year following the end of each IPO.

#### **Section 26. Consent to Jurisdiction.**

The parties, CITY OF CHIPLEY, FLORIDA ("CITY") and KIMLEY-HORN AND ASSOCIATES, INC. ("CONSULTANT"), hereby agree and submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of or relating to this Continuing Services Agreement or any IPO issued pursuant thereto. Venue for any action to enforce this Continuing Services Agreement or any IPO any legal suit, action, or proceeding arising out of or related to this Agreement or the IPOs shall be in the courts of the 14th Judicial Circuit in and for Washington County, Florida, or, in the event of federal jurisdiction, the United States District Court for the Northern District of Florida.

#### **Section 27. Governing Law.**

This Agreement and any IPO issued hereunder shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws principles.

#### **Section 28. Headings.**

Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

#### **Section 29. Exhibits.**

Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The Exhibits, if not physically attached, should be treated as part of this Agreement, and are incorporated by reference.

**Section 30. Severability.**

If any provision of this Agreement or any IPO or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

**Section 31. Survival of Provisions.**

Any terms or conditions of either this Agreement or any subsequent IPO that require acts beyond the date of the term of either agreement, shall survive termination of the agreements, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

**Section 32. Counterparts.**

This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

**Section 33. Force Majeure.**

It is understood that performance of any act by the CITY or CONSULTANT hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts, pandemics or any cause beyond the reasonable control of such party, provided however, the CITY shall have the right to provide substitute service from third parties or CITY forces as may be necessary to meet CITY needs. In the event of a force majeure, the CITY may, at its option and discretion, cancel or renegotiate the Agreement.

**Section 34. Interpretation.**

34.1 The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

34.2 Preparation of this Agreement has been a joint effort of the CITY and CONSULTANT and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

**Section 35. Third Party Beneficiary.**

CONSULTANT and the CITY agree that it is not intended that any provision of this Agreement establishes a third-party beneficiary giving or allowing any claim or right of action whatsoever by any third party under this Agreement.

**Section 36. No Estoppel.**

Neither the CITY'S review, approval, and/or acceptance of, or payment for services performed under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement. The CONSULTANT shall be and remain liable to the CITY in accordance with applicable laws for all damages to the CITY caused by the CONSULTANT'S negligent performance of any of the services under this Agreement. The rights and remedies provided for under this Agreement are in addition to any other rights and remedies provided by law.

**FLORIDA STATUTE 558.0035. PURSUANT TO FLORIDA STATUTES CHAPTER 558.0035, A DESIGN PROFESSIONAL EMPLOYED BY CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF A PROFESSIONAL SERVICES CONTRACT.**

**Section 37. Conclusion.**

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized representatives. The CITY of Chipley, Florida ("CITY"), acting by and through its CITY Administrator, and attested by its CITY Clerk, and Kimley-Horn and Associates, Inc. ("CONSULTANT"), acting by and through a duly authorized representative, have executed this Continuing Professional Services Agreement on the respective dates set forth below their signatures. This document and any attachments hereto constitute the complete and exclusive statement of the agreement between the parties with respect to its subject matter and supersedes all proposals, understandings, representations, prior agreements, or communications relating to the subject matter of this Agreement. Each party warrants that the person signing this Agreement on its behalf is duly authorized to do so and that this Agreement is binding upon the parties in accordance with its terms.

(SIGNATURES TO FOLLOW ON NEXT PAGE)

**CITY OF CHIPLEY**

\_\_\_\_\_  
Tracy Andrews, Mayor

ATTEST:

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

**KIMLEY-HORN AND  
ASSOCIATES, INC.**

By:

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Print Name:

(EXHIBITS TO FOLLOW)

**INDIVIDUAL PROJECT ORDER NUMBER \_\_\_\_\_**

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Consultant), and The City of Chipley (the Client) in accordance with the terms of the Master Agreement for Continuing Professional Services dated \_\_\_\_\_, which is incorporated herein by reference.

**Identification of Project:**

**Project Name: Live Local Analysis**  
**KH Project Manager: Ali Palmer**  
**Project Number: TBD**

**Specific scope of basic Services:****Task 1 - Project Kick-Off and Management**

Up to two (2) Kimley-Horn staff members will meet with the Client for a virtual 1-hour kick-off meeting. The Client may invite staff from other City departments to participate in the meeting and provide input. The goal of this meeting will be to:

- Introduce team members of the team to discuss roles and responsibilities.
- Discuss the City's specific desired objectives and outcomes.
- Confirm the tentative project schedule and milestones.
- Discuss the goals of stakeholder engagement.
- Develop a list of data needs from the City.

Up to one (1) Kimley-Horn staff member will facilitate a project progress call once a month with the City to review the work assignments, project status, data/analysis needs, and similar, through the end of this assignment not to exceed three (3) one-hour meetings.

**Tasks to be completed/deliverable:**

- Project Kick-Off Meeting Summary (PDF)
- Monthly update call with follow up email summary

**Task 2 – City Mapping Analysis**

Kimley-Horn will perform a mapping exercise to identify which areas of the city may be impacted as allowed under the Live Local Act per the current City zoning. According to the Live Local Act, affordable housing in commercial, industrial, and mixed-use zones are entitled to use, density, and height (intensity) allowances. This task will examine the City's current Future Land Use Map, Zoning Map and Zoning Code including height and density regulations.

Kimley-Horn will provide one (1) draft of the map for the Client to review and provide comment. The Client shall collect comments from each reviewer and provide one consolidated set of comments to Kimley-Horn in the original PDF document. Kimley-Horn will revise the mapping once to address Client comments and provide the final draft to the Client as part of Task 3.

**Tasks to be completed/deliverable:**



- One live local impact map

### **Task 3 – Live Local Act Analysis White Paper**

Kimley-Horn will prepare one (1) white paper focusing on the impact of the Live Local Act on the City of Chipley. This white paper, not to exceed 10 pages, will address the map findings and will further discuss how Live Local will impact each applicable zoning district within the City. The analysis will also identify land areas that may be most appropriate for the application of the Live Local allowances and will summarize level of service impacts for each type of zoning district that may be impacted. The final map from Task 2 will be used as supporting exhibits in this white paper.

Kimley-Horn will provide one (1) draft of the white paper for the Client to review and provide comment. The Client shall collect comments from each reviewer and provide one consolidated set of comments to Kimley-Horn in the original Word document. Kimley-Horn will revise the white paper once to address Client comments and provide the final draft to the Client.

### **Schedule:**

Kimley-Horn will develop a detailed schedule at the project kick off meeting with City staff.

### **Terms of compensation:**

<b>TASK</b>	<b>DESCRIPTION</b>	<b>FEE</b>
1	PROJECT KICK OFF & MANAGEMENT	\$1,500
2	MAPPING	\$5,000
3	WHITE PAPER	\$7,000
	<b>TOTAL</b>	<b>\$13,500</b>

ACCEPTED:

**CLIENT**

**KIMLEY-HORN AND ASSOCIATES, INC.**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: Mayor

TITLE: \_\_\_\_\_

P.E. No.: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

DRAFT



## Kimley-Horn and Associates, Inc.

---

### Hourly Labor Rate Schedule

<b>Classification</b>	<b><i>Rate</i></b>
Analyst I	\$135 - \$165
Analyst II	\$175 - \$205
Professional	\$200 - \$235
Senior Professional I	\$250 - \$325
Senior Professional II	\$345 - \$420
Senior Technical Support	\$120 - \$300
Technical Support	\$105 - \$170
Support Staff	\$90 - \$150

Effective through June 30, 2025

Subject to annual adjustment thereafter

Internal Reimbursable Expenses will be charged at 5% of Labor Billings





# NATIONAL FITNESS CAMPAIGN CAMPAIGN BRIEFING





# AMERICA'S LARGEST PUBLIC-PRIVATE WELLNESS PARTNERSHIP

**CELEBRATING** 500TH  
Healthy Community this Year



**NOW FUNDED**  
to welcome 1000 Healthy  
Communities by 2025

**OUR MISSION** : to Build Healthy Communities



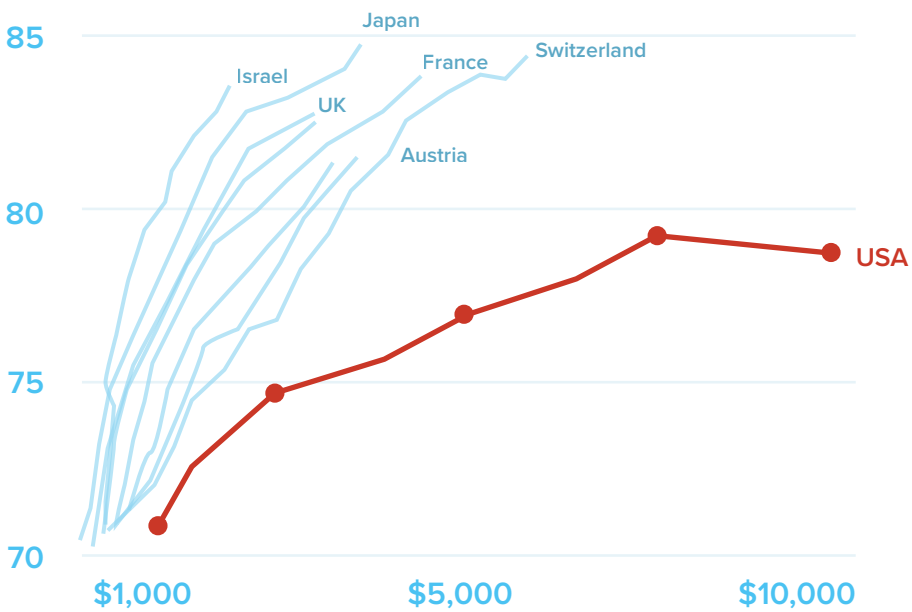


# WHY WE DO IT

TO MAKE WORLD CLASS FITNESS FREE



Life Expectancy vs Health Expenditure



**UNDERSTANDING THE PROBLEM**

AMERICA IS FACING A HEALTH CRISIS CAUSED BY SEDENTARY LIFE-  
STYLES AND CITIES DESIGNED FOR CARS. USA SPENDS MORE MONEY  
THAN ANY OTHER ON HEALTHCARE WITH POOR RESULTS.



**BECOMING THE SOLUTION**

WHEN COMMUNITIES ARE DESIGNED TO SUPPORT V  
BEING, HEALTH OUTCOMES CHANGE!



BROUGHT TO YOU BY



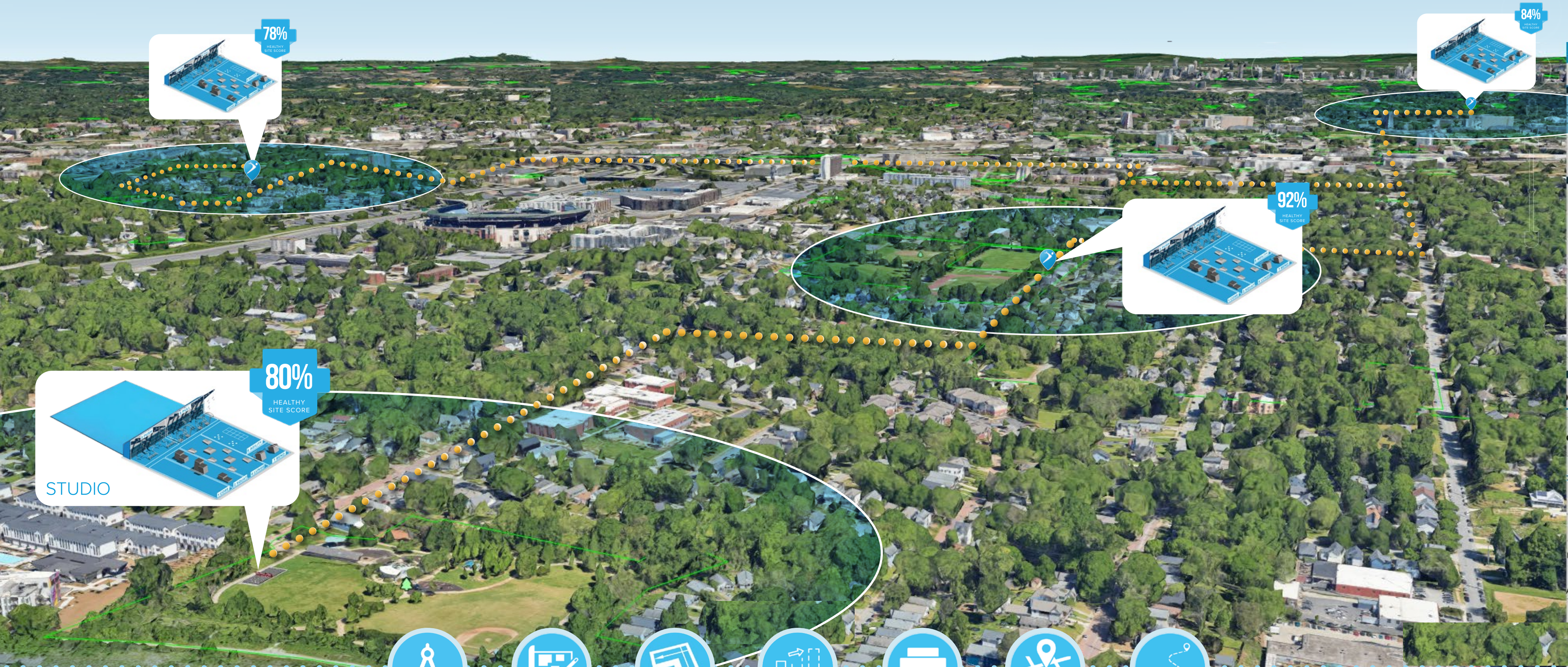




# FITNESS COURT | HEALTHY INFRASTRUCTURE PLANNING

## MULTI-SITE FUNDING FOR HEALTH IMPACT

Section H, Item 11.



**BUILDING HEALTHY COMMUNITIES**  
MULTI-SITE PHASING FOR HEALTH IMPACT  
HEALTHY SITE SCORE (HSS)



PLANNING



PHASING



LAYOUTS



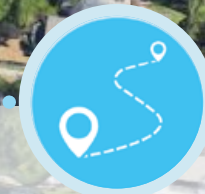
PROJECTIONS



SCORES



MAPPING



TRAILS

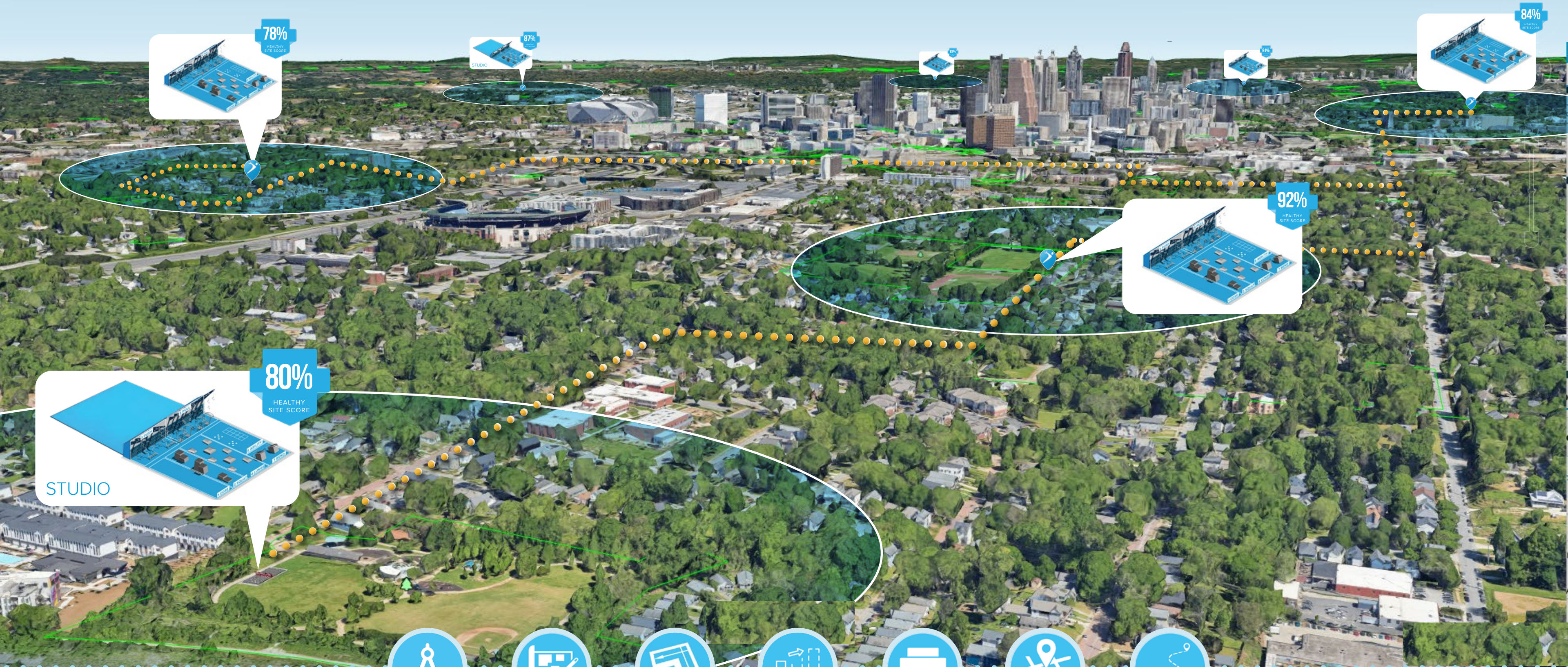




# FITNESS COURT | HEALTHY INFRASTRUCTURE PLANNING

## MULTI-SITE FUNDING FOR HEALTH IMPACT

Section H, Item 11.



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MULTI-SITE PHASING FOR HEALTH IMPACT  
HEALTHY SITE SCORE (HSS)



PLANNING



PHASING



LAYOUTS



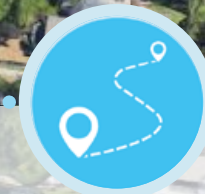
PROJECTIONS



SCORES



MAPPING



TRAILS





CAMPAIGN OVERVIEW

# WHAT WE DO

**A COMPREHENSIVE COMMUNITY WELLNESS PROGRAM**

DESIGN & PLANNING

LAUNCH & PRESS

SPONSOR SUPPORT

PUBLIC ART

GRANT FUNDING

AMBASSADOR TRAINING

INSTALLATION

MOBILE APP







# FITNESS COURT

COMMUNITY WELLNESS HUB

STUDIO

Section H, Item 11.



**COMMUNITY WELLNESS PROGRAMMING**  
WELCOMES ENTIRE COMMUNITY  
MAYORS WELLNESS SERIES



HIIT



YOGA



ZUMBA



DANCE



STRETCH



KICKBOXING



TAI-CHI

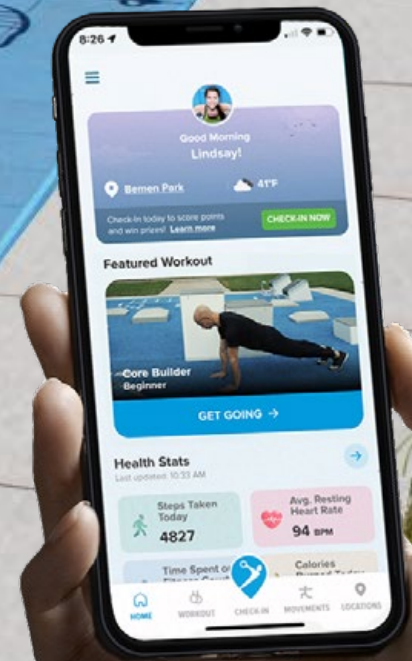




# FITNESS COURT

WORLDS BEST OUTDOOR GYM

Section H, Item 11.



**7 MOVEMENT FULL BODY WORKOUT**  
FUNCTIONAL TRAINING SYSTEM  
DIGITALLY ACTIVATED | COACH IN YOUR POCKET



CORE



SQUAT



PUSH



LUNGE



PULL



AGILITY



BEND





# FITNESS COURT

EVERY FITNESS COURT IS A WORK OF ART

Section H, Item 11.

ART



**WORK WITH LOCAL ARTISTS**  
NFC DESIGN STUDIO



**WORLD RENOWN ARTIST GALLERY**  
KEITH HARING | JEAN MICHEL BASQUIAT



# Fitness Court® Public Art

EACH FITNESS COURT® IS A ONE-OF-A-KIND WORK OF ART.

Section H, Item 11.

## NFC DESIGN STUDIO

Additional Funding Required:  
\$10,000



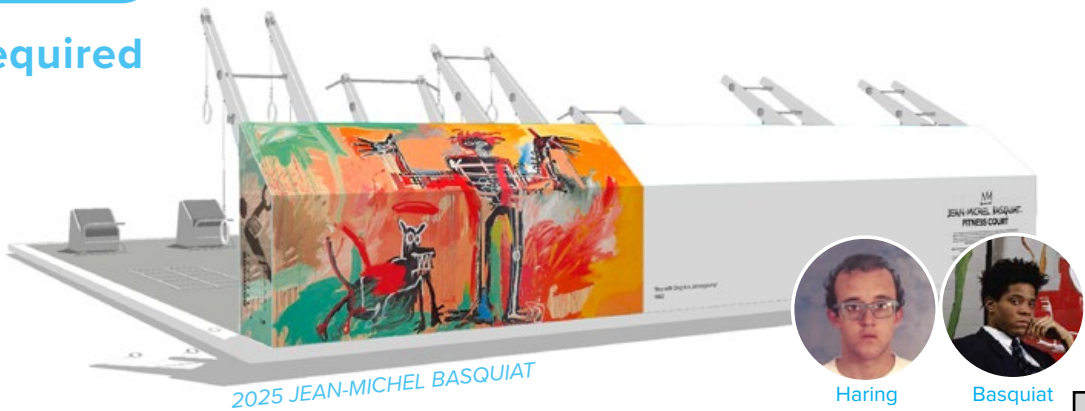
## LOCAL ARTIST

Additional Funding Required:  
\$25,000



## FEATURED ARTIST

Additional Funding Required  
\$35,000  
*Limited licenses available*



**2025 NFC Public Art Collection**  
*No Additional Funding Required*





# CAMPAIGN IMPACT

## BUILDING HEALTHY COMMUNITIES

### 1. BE A PART OF THE NATIONAL FITNESS CAMPAIGN

AMERICA'S LARGEST PUBLIC PRIVATE WELLNESS PARTNERSHIP

### 2. HEALTH BENEFITS

MORE TIME OUTDOORS, IMPROVED MENTAL & PHYSICAL WELLBEING

### 3. HEALTHY INFRASTRUCTURE

PLACES DESIGNED FOR PEOPLE NOT CARS

### 4. BUILDING COMMUNITY

CREATING A WELLNESS CULTURE THAT IS SOCIAL, CONNECTED AND FUN!

### 5. REDUCED HEALTHCARE COSTS

HEALTHIER, HAPPIER, PEOPLE





# 2025 STATEWIDE CAMPAIGN



NATIONAL FITNESS CAMPAIGN

# 2025

200 NEW PARTNERS

WE'RE PLEASED TO ANNOUNCE THE 2025 CAMPAIGN

# NFC Grant Requirements

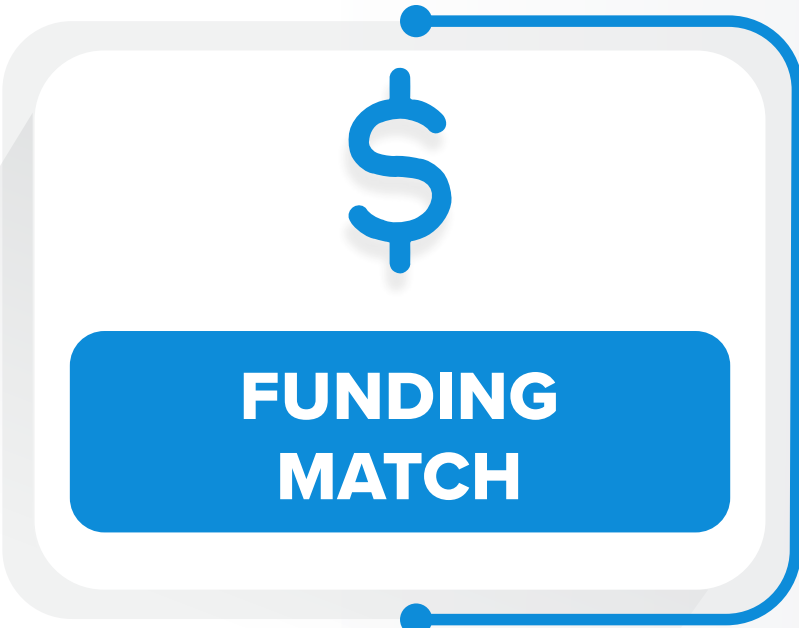
Program Qualification



STEP 1



STEP 2



STEP 3



STEP 4

JOIN THE CAMPAIGN





STEP 1

## LEADERSHIP SUPPORT

BUILD CONSENSUS / CONFIRM FEASIBILITY  
MUNICIPAL LEADER SUPPORT

SHARE 2 MINUTE VIDEO







*STEP 2*  
**SITES WITH IMPACT**

*IDENTIFY SITES THAT MEET CRITERIA  
FOR FUNDING*

*HEALTHY INFRASTRUCTURE PLANNING  
• VISIBLE • CONNECTED • ACCESSIBLE •*

**SUBMIT SITES FOR  
CONSIDERATION**







## STEP 3 FUNDING MATCH

*NFC GUIDES FUNDING PLAN  
CIP • STATE/NATIONAL • LOCAL SPONSORS*

**GRANT FUNDING AVAILABLE:  
\$30,000-\$60,000 PER SITE**

*GRANT FUNDING TYPICALLY SUPPORTS ABOUT  
1/3 OF FUNDING REQUIREMENT*

**PROGRAM FUNDING REQUIREMENT  
\$150,000-\$260,000**

*PER SITE PENDING PROGRAM CONFIGURATION AND  
INSTALLATION METHOD*







## STEP 4 QUALIFY FOR GRANT

- A. PRE-APPLICATION PHASE
- B. GRANT AWARD
- C. BUILD/SITE PLAN
- D. LAUNCH LOCAL CAMPAIGN

**SUBMIT GRANT  
APPLICATION**





# STEP 4

## GRANT QUALIFICATION PROCESS

Section H, Item 11.

### PRE APPLICATION PHASE

- 1 Feasibility Review
- 2 Evaluation Call
- 3 Non-Binding Grant Application

### AWARD PHASE

- 4 Award of Grant Eligibility *(First Come, First Served for Qualified Applicants)*
- 5 Local Adoption by Governing Body
- 6 Develop and Confirm Funding Match

### LAUNCH PHASE

- 7 Shipment for Storage
- 8 Install Concrete Slab and Art Approval
- 9 Fitness Court Assembly
- 10 Press Launch Ceremony



**CAMPAIGN LAUNCHES AND  
FITNESS COURTS OPEN!**

**2025 GRANT  
APPLICATION  
PERIOD NOW OPEN**



Campaign seeking qualified applicants able to meet the 2025 time frame for adoption and local funding match.

You are invited to a Zoom webinar.

When: **August 13, 2024 5:00 PM** Central Time (US and Canada)

Topic: **City Council Meeting**

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/81974476190>

Or One tap mobile :

+13052241968,,81974476190# US

+13017158592,,81974476190# US (Washington DC)

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

+1 305 224 1968 US

+1 301 715 8592 US (Washington DC)

+1 309 205 3325 US

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 646 931 3860 US

+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

+1 507 473 4847 US

+1 564 217 2000 US

+1 669 444 9171 US

+1 669 900 9128 US (San Jose)

Webinar ID: 819 7447 6190