



**City of Chipley
City Council Meeting**

June 11, 2024 at 5:00 PM

City Hall - 1442 Jackson Avenue, Chipley, FL 32428

AGENDA

A. CALL TO ORDER

B. PRAYER AND PLEDGE

C. APPROVAL OF AGENDA

D. CITIZENS REQUEST

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

E. APPROVAL OF MINUTES

- [1.](#) Regular Council Meeting - May 14, 2024

F. PRESENTATIONS

- [1.](#) **Proclamation** - Rogers Insurance Agency 50th Anniversary
- [2.](#) **Proclamation** - Robert Sapp 60 Years on Main

G. CONSENT AGENDA

- [1.](#) **Resolution No. 24-29** – FDOT Traffic Signal Maintenance and Compensation Agreement
- [2.](#) **Resolution No. 24-30** - FY 23-24 Budget Amendment
- [3.](#) **Award of Bid No. 2023-03** - New Sidewalks - 2nd Street
- [4.](#) **Affirmation of Finance Director**
- [5.](#) **Affirmation of Police Chief**
- [6.](#) **Employee Classification Document** - Changes

- [7.](#) **Special Event Application** - Annual July 4th Community Fun Day - Southern Splash & Dash
- [8.](#) **Special Event Application** - DiscoverLife Church - Free Community Summer Event
- [9.](#) **Special Event Application** - Early Learning Coalition of Northwest Florida (ALCNWF) - Outdoor Children's Art Festival - Tami Valdez
- [10.](#) **Reappointment of Chipley Housing Authority Commissioner** - Curtis Carter

H. AGENDA ITEMS

- [1.](#) **Ordinance No. 983 (Public Hearing)** – Amendment to the Future Land Use Map
- [2.](#) **Ordinance No. 984 (Public Hearing)** – Amendment to Chapter 2, Administration
- [3.](#) **Ordinance No. 985 (First Reading)** - Election Referendum
- [4.](#) **Resolution No. 24-31** - DOJ Body Worn Cameras Grant
- [5.](#) **Request for a Variance and Amended Development Order** - 684 7th Street - Wolfpack Alliance, LLC
- [6.](#) **Award of RFQ No. 2024-04** - Professional Planning Consultant
- [7.](#) **Final Historic Structure Assessment Report & Expansion Plan** - Heather Lopez
- [8.](#) **Spanish Trail Playhouse** - Donation of Surplus Property
- [9.](#) **Speeding on City Streets** - Discussion

I. OTHER BUSINESS

J. ADJOURN

K. ZOOM

- [1.](#) **ZOOM Information**

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

City of Chipley
Council Meeting
Minutes
May 14, 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 Lieutenant
 Mr. Guy Lane, Public Works Director
 Mrs. Tamara Donjuan, Planning/Code Enf. Officer
 Mr. Michael Maxwell, CRA Executive Director

Ms. Sherry Snell, City Clerk
 Mr. Jimmy Cook, Water Utilities Director
 Mr. Hunter Aycock, Fire Chief
 Mr. Brock Tate, Recreation Director
 Mrs. Michelle Jordan, City Attorney

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

A. CALL TO ORDER

The meeting was called to order by Mayor Andrews at 5:02 p.m.

B. PRAYER AND PLEDGE

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

C. APPROVAL OF AGENDA

Mayor Andrews moved item # 9 - Live Local Act Discussion to Attorney Jordan's department report; added Brett Butler - Letter of Resignation before agenda item #1; added #9 - FDOT Response Letter; added #12 - Confirmation of Dual Role Assistant City Administrator; moved the Recreation Department report to follow the City Attorney report. No further discussion.

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

D. CITIZENS REQUEST

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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.

There were no comments.

E. APPROVAL OF MINUTES

1. Regular Council Meeting – April 9, 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 stated she would have new things added to her report in June.

Live Local Act – Discussion. The legislature has authorized certain residential developments that are multifamily units to bypass the local zoning boards and council approval and have an administrative approval process. There seems to be an area the legislature hasn't thought about which is an overlay district like our CRA and Historic districts, that in our code it still requires a public hearing and Planning and Zoning review. I've reached out to my local attorney groups and received mixed feedback. I think the legislature overlooked these districts but ours are not that detailed or complicated that we couldn't rely on administrative approval for projects. I need to know what official you want to designate to approve those developments. I have some paperwork from a developer that needs to be certified. It's my recommendation that we do approve this administratively. Mayor Andrews recommended the City Administrator to be the designee. Tara Tedrow, attorney for the developer, was present on ZOOM, and stated all we needed was confirmation on who would be signing the forms to send to the FL Housing Finance Corporation. No further discussion.

A motion was made by Council Member McCall and seconded by Council Member Cain to approve the City Administrator as the designee to make the approvals.

Recreation – Brock Tate. Mr. Tate explained everything was going good and tonight is the last night of regular baseball, then All Stars will start. We are not hosting a district tournament this year which rotates to other locations. The District baseball tournament will be held June 8, 2024 in Holmes County and the softball tournament will be held June 14, 2024 in Vernon. Mr. Russell asked about termites swarming on the ball fields. Mr. Tate stated the problem seems to be resolved. Ms. McCall asked if Mr. Tate could give the total of kids on the teams on his report. Mr. Tate said he would add them in the future. Ms. McCall asked if there would be another travel ball tournament. Mr. Tate said they plan the whole year in advance, so no more this year, but possibly next year. Mayor Andrews stated she had talked with the TDC Director about capturing that data from sporting events and other community events to see how we are doing. This information can also be used as a marketing feature. Discussion ensued.

Community Redevelopment Agency (CRA) – Michael Maxwell. Mr. Maxwell explained the CRA last met on April 16, 2024 and approved an extension on several grants to Billy and Brittany Wright until July 1st. We approved a standard package, working closely with Mrs. Tanner, for upgrading the CRA portion of the City's website. We are working on a grant opportunity through T-Mobile called "Main Street America – Investing Big in Small Towns" for up to \$50,000. The deadline for the application is June 30, 2024. The next CRA meeting will be May 21, 2024. Mrs. Cain asked if Our Dessert Island had talked with him about a grant. Mr. Maxwell stated yes and we have some ideas that we think we can help them on. Mayor Andrews congratulated Mr. Maxwell on his next step and thanked him for all he's done for Washington County. Discussion ensued.

Fire Department – Hunter Aycock. Chief Aycock explained it was a busy month. We ran a lot of calls to other departments helping them out. All the hydrants have been repainted and they look good. There is some visual progress on the tower which will hopefully be done by the end of the month. Mayor Andrews stated she was excited about the “Push In” Ceremony at 7:30 p.m. this evening. Discussion ensued.

Code Enforcement – Tamara Donjuan. Mrs. Donjuan explained it was extremely busy. We did have nine (9) cases for the special magistrate. I did more garbage cans in Ward 1 and 2. Mayor Andrews asked Mrs. Donjuan to explain what that means. Mrs. Donjuan explained that garbage cans should be removed from the curb after pick up. Ms. McCall asked how long Maybell’s Trailer Park has to get into compliance. Mrs. Donjuan stated they are working on it. Mrs. Tanner confirmed that work was being done. Ms. McCall stated two years is a long time when other people get thirty (30) days. Mrs. Tanner stated Mrs. Donjuan had recently reached out to the owner and explained what he needs to do. Mr. Russell stated the roof at the old fire station was peeling back and the grass is growing up around the old beauty shop that we purchased and he has a hard time explaining to citizens why they are getting code violations when the city has violations. Mrs. Tanner stated the Dollar General still hasn’t responded but we have advertised for the sidewalks and included the sidewalks at the Dairy Dip as an alternate bid. Mr. Lane has mowed the property and will keep it up until a time that it no longer belongs to the city. We will go ahead and do an ad for the demolition of the other buildings and will list the Dairy Dip as an alternate bid. Council Member Russell stated this needs to be on Facebook with pictures and addresses of the buildings that will be demolished so the public will know. Discussion ensued.

Planning & Zoning – Tamara Donjuan. Mrs. Donjuan explained it has been the slowest month in a long time. No further discussion.

Police Department – Michael Richter. Lieutenant Richter explained it was a busy month being proactive. He went over his report and stated they are still moving forward with businesses actively gathering contact information and addressing concerns they have. We have secured a vendor for radar recertifications that are scheduled for May 21st. We have issues with two of our vehicles, the 2016 Dodge Chargers, the motors need replacing. They’ve been in and out of the shop recently. I would like to get on some sort of rotation for our vehicles. Mayor Andrews asked if she could get a list of his vehicles. Mrs. Tanner stated she is checking with USDA to see if money is available through the Community Facilities Program. If there is money, then we can look and see what vehicles are in dire need of replacement. Mayor Andrews stated we appreciate the hard work being one position down. Mr. Russell stated he appreciates the PR on social media as well. Discussion ensued.

Public Works – Guy Lane. Mr. Lane stated it was a good month with the Spring Clean Up. He said the dumpsters were dumped once or twice each week and he would have the official count at the meeting next month. Council Member Russell thanked him for cutting the bushes downtown. Mrs. Tanner added that there are concerns with mowing the Dairy Dip and other areas, but asked Council to remember he is down three positions and they have been working hard to keep up and are doing a great job, but some things get delayed due to this issue. Mr. Russell stated very few things are delayed. Discussion ensued.

Water Utilities – Jimmy Cook. Mr. Cook explained they have been pretty busy doing a lot of maintenance. He added the rain has them working around the clock. Discussion ensued.

Administration – Patrice Tanner. Mrs. Tanner explained we have been trying to get pictures posted on Facebook and the website on the progress of projects for the citizens to see. She gave the following project updates: Chipley Downtown Redevelopment Plan – we will move forward with the third public meeting in June for the Downtown Redevelopment Master Plan with Fisher Arnold;

Chipley WW Effluent Disposal Project - we are getting ready to close out the sprayfield project with USDA as well as DEP; We are working on ordering the flowers for the front of City Hall, and the bushes downtown and benches have been removed for safety reasons; First Responder Emergency Equipment – we obtained the \$500,000 funding from FL Department of Commerce through our lobbyist, Liberty Partners, and it has been paid to the city. The tanker truck has not been received yet. There is an extension and we will keep the funds in deferred revenue until the truck is received next year and we will then pay for the truck in full; Website Redesign – this is continuing and still on schedule for the end of July. They offered a department header that CRA decided they would like to proceed with. This is still part of our website but identified as their own header. This will be a lower cost than having their own website and they will have control of updating it; NW Stormwater System Restoration – the FL Department of Commerce grant for \$2.9 million, is 75% complete with design and could be 90% complete by the end of the week. We are really close to bidding the project out; Chipley Fire Truck and Equipment – we will close on the grant loan with USDA on May 21st; Chipley Peach Street Lift Station – this is still in the environmental review phase; Public Works Building Solar Panel Project – this is complete. I received notification today that FPL has installed a bi-directional meter and we will start seeing savings from this point forward. We did reach out to them about the additional funds to purchase solar lights downtown, but it was not identified in the original application so we cannot get an amendment to the agreement. They stated we do need to reapply because they do have additional funds; Communications Tower – progress is ongoing and should be done by the 1st of June; GPS System for City Vehicles – The first ten units have been installed and as soon as we receive the balance of the units, the different departments will install the units on the 43 remaining vehicles; Employee Performance Management System – this is still on schedule for June; We advertised for a Contract Planner that should be on the agenda next month for approval. I am checking into a USDA Grant for Police Cars and I am still working on the audit for 6-7 more weeks. Discussion ensued.

G. PRESENTATIONS

1. **Yes Lord Deliverance Church Youth Ministries** – The City Council honored the Yes, Lord Deliverance Church Youth Ministries with certificates for their outstanding achievements.
2. **National Police Week Proclamation** – The City Council honored the Chipley Police Department with a proclamation for National Police Week, May 12-18, 2024, to recognize and honor the selfless and heroic service provided by the men and women of the Chipley Police Department.
3. **National Public Works Week Proclamation** – The City Council honored the Public Works Department with a proclamation for National Public Works Week, May 19-25, 2024, to recognize the Public Works services provided in our community are an integral part of our citizens' everyday lives.

H. CONSENT AGENDA

1. **Resolution No. 24-23** – Florida Department of Commerce Agreement Amendment One
2. **K-9 Agreement** – Officer James Webb
3. **CDBG-Mitigation Grant MT148** – Professional Services Contract Amendment
4. **Interlocal Agreement** – Fire Protection – Campbellton Fire Department
5. **Reappointment of CRA Board Member** – Heather Lopez
6. **Special Event Application** – Annual Trunk or Treat

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

H. AGENDA ITEMS

- 1. Ordinance No. 983 (First Reading)** – Amendment to the Future Land Use Map. Mrs. Tanner read Ordinance No. 981 by title:

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

Mrs. Tanner explained this Ordinance, if approved, will amend 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. No further discussion.

A motion was made by Council Member Cain and seconded by Council Member Russell to approve the first reading of Ordinance No. 983. The motion passed unanimously.

- 2. Resolution No. 24-24** – USDA Bond Closing. Mrs. Tanner explained this resolution will approve the issuance of \$238,000 in aggregate principal amount of its public improvement revenue bond, series 2024 to finance the cost of the acquisition, construction and equipping the new 2024 Pierce Saber Pumper fire truck. The annual payment amount will be \$16,748. The city was also approved for \$100,000 in USDA grand funds toward the new fire truck. The balance of the funds will come from ARPA funding. No further discussion.

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

- 3. Resolution No. 24-25** – Supplemental. Mrs. Tanner explained this will amend and supplement the Authorizing Resolution and provide for the issuance of a single Public Improvement Revenue Bond in the principal amount of \$238,000. No further discussion.

A motion was made by Council Member Cain and seconded by Council Member Russell to approve Resolution No. 24-25. The motion passed unanimously.

- 4. Resolution No. 24-26** – FDLE JAGD Grant. Lieutenant Richter explained this grant is for \$1,579.00 and we want to use these funds to assist us in identifying problem streets with things like speeding. We want to use the funds for a radar traffic counter to identify the amount of traffic speed and very detailed graphs and feedback that will help us. We can deploy these and collect the data to see if it's an ongoing issue and direct patrol accordingly. No further discussion.

A motion was made by Council Member Russell and seconded by Council Member Cain to approve Resolution No. 24-26. The motion passed unanimously.

5. **Resolution No. 24-27 – COPS Hiring Grant.** Lieutenant Richter explained we are looking at hiring two (2) new patrol positions. This would allow us to have the proper staffing to work traffic like it needs to be and dedicate officers to be more community oriented. This grant will cover up to \$250,000.00 for two (2) Officers, for a period of five (5) years with the grant covering up to 75% of each Officers salary for three (3) years, but no more than \$125,000.00 in the three (3) year period for each officer, which means the city will be responsible for all salaries not paid by the grant. Mr. Russell stated he appreciates the proactiveness that's going on in the Police Department right now. Mrs. Tanner stated she wanted to make the Council aware that those numbers identified would make the city responsible for them if the grant is approved. It's a great thing but down the road it becomes a continuous expense. Discussion ensued.

A motion was made by Council Member McCall and seconded by Council Member Cain to approve Resolution No. 24-27. The motion passed unanimously.

6. **Resolution No. 24-28 – Annual Election.** Mrs. Tanner explained this will approve the election qualifying dates of July 8-12, 2024 and election dates of September 3, 2024, and if necessary, September 24, 2024. This will be for Council Member Ward 1, Ward 4, and Member at Large. Mr. Russell stated we talked about putting it before the public to change this from a two (2) year to a four (4) year position. Mrs. Tanner stated she spoke with the attorney who had to do additional research. Attorney Jordan stated she needs direction if the Council wants that to go to a referendum. We have to adopt by ordinance, but you can put it on the ballot in September. It could be the only thing you have on the ballot. Mrs. Tanner stated you can have the ordinance approved prior to qualifying week if necessary. Attorney Jordan stated it has to be sixty days before the election. Mrs. Tanner stated we have to order the ballots the day qualifying ends, at that point the ordinance would be approved and finalized. The question is, if there happens not to be an election and if there isn't more than one person running for each seat, does the council still want to go ahead with the expense of having the election for that one item. Mayor Andrews stated she thinks it is important and we brought it up last year because two years is not an easy task, but four will allow people to flourish in that particular role and see all facets of the city. Mr. Russell stated the city is having to plan elections every single year. Mrs. Tanner stated you would be able to save the money you spent this year if it was passed, so that is an option. Attorney Jordan stated she needs more direction in how to stagger the terms and what seats will turn over in two years. Mr. Russell stated the three that go in this year will go in for four years and then the next time they go in for four years. Discussion ensued.

A motion was made by Council Member Russell and seconded by Council Member Cain to approve Resolution No. 24-28. The motion passed unanimously.

7. **Halfway Houses in the City – Discussion.** Mr. Holland Kent stated a halfway house is a center helping former drug addicts, former inmates, former psychiatric patients or others to adjust to life in general society. A professionally run halfway house can benefit the community by providing treatment to our citizens who desperately need it. However, if they are not managed properly our community will suffer. These private rehab centers taking in individuals in the residence or homes will not get the professional help they need. Law enforcement will be repeatedly called to the location for whatever reason. Neighbors would notice this and be increasingly concerned for family, neighborhood, and property. This will resort to even more calls to the police who are already overburdened now with calls. The solution would be to regulate these to ensure they are being managed properly under state and city guidelines. The very first interaction with Code Enforcement or Police, would find these residences are out of code. This will allow the city to take the necessary steps to shut it down. The city could direct

the individuals to a permanent halfway house and receive the help they actually need. Mayor Andrews asked what issue or concern that he is raising in reference to what we already have in place as it pertains to halfway homes here within the city. Mr. Kent stated he was not sure if anything is in place. Attorney Jordan stated there is nothing specific to that type of facility, but if one were operating in a single-family residence, that would be a violation of our code. Mr. Russell asked if we need an ordinance. Attorney Jordan stated it would help to get a clear definition. Mrs. Vanessa Rhynes, citizen, asked if there is currently an established halfway house in the community of Martin Woods. Council stated not that they are aware of. Mr. Kent stated he has observed a household with people going in and out with repeated law enforcement presence at times. Lieutenant Richter stated there have been issues there over the years with visits to the home and arrests being made. He stated the problem is identifying the criminal activity. Attorney Jordan stated we have to do a circular analysis and define a group home by what it is not. Mayor Andrews asked Attorney Jordan if she has enough information to draft an ordinance. Attorney Jordan stated she did and would draft the ordinance. Discussion ensued.

8. **Land Lease Agreement** – Chipley Station. Mrs. Tanner explained this is the land lease agreement that the council reviewed months ago. We had to get the survey done in order to get a legal description. This is to approve the 30-year lease with Wolfpack Alliance, LLC for the six parking spaces to be used for the food trucks at the Chipley Station. Mr. Russell asked when the start date would be. Council agreed that the date should start today. Discussion ensued.

A motion was made by Council Member Russell and seconded by Council Member Cain to approve the Land Lease Agreement to Chipley Station with a start date as of May 14, 2024. The motion passed unanimously.

9. **FDOT Letter** – Mayor Andrews stated she met with Secretary Phillip Gainer and went over some of the questions that were submitted. She stated FDOT had submitted a response letter and she would like for it to be reflected in the minutes. Mr. Russell stated we need to reach out to the County to discuss the issues on South Boulevard. Mr. Guy Lane stated he had spoken with the County on the drains on South Boulevard. and they were going to contact their engineer to see how to fix the issue. Ms. McCall stated they did not address the additional signage for beach traffic on SR 77 South to take them to Old Bonifay and then Griffin Road. Mrs. Tanner stated she had contacted Kim Toole’s office and they would look into it further. Ms. McCall stated they don’t seem to react to the safety issues that we have. Discussion ensued. (Letter attached).

10. **Ordinance No. 984 (First Reading)** – Amendment to Chapter 2, Administration. Mrs. Tanner explained this Ordinance, if approved, will amend Chapter 2 – Administration to change the time of the regular council meeting from 6:00 p.m. to 5:00 pm. Mr. Russell asked if it is necessary for department reports, we get them and can look over them and sometimes we have no questions so it’s a waste of time for them. Mayor Andrews stated maybe they can come quarterly. Mrs. Tanner stated if there are any questions from Council that you can email or call me and I will get answers for you. No further discussion.

A motion was made by Council Member McCall and seconded by Council Member Cain to approve the first reading of Ordinance No. 984. The motion passed unanimously.

11. **Statewide Mutual Aid Agreement – 2023.** Mrs. Tanner explained this agreement will approve a Statewide Mutual Aid Agreement for all City departments to request assistance for a “major disaster” or “catastrophic disaster” as defined in section 252.34, Florida Statutes, minor disasters, and other such emergencies as lawfully determined by a Participating Party. The SMAA is a written agreement between the Florida Division of Emergency Management (FDEM) and the City. It supersedes other agreements when it comes to mutual aid reimbursement whether the city is answering the call for assistance or requesting assistance due to a declared disaster if there is a mission request submitted. Signing this SMAA does not

obligate the city to provide or request assistance during a declared disaster. However, if this agreement is not in place the city cannot provide or request assistance and be reimbursed for it. No further discussion.

A motion was made by Council Member Russell and seconded by Council Member McCall to approve the Statewide Mutual Aid Agreement - 2023. The motion passed unanimously.

12. Confirmation of Dual Role Assistant City Administrator. Mrs. Tanner explained in the code it allows for an Assistant City Administrator. The City Administrator shall nominate an Assistant City Administrator for confirmation by the City Council. In the absence of the City Administrator, the Assistant City Administrator shall have the same responsibilities and duties as assigned by the City Council to the City Administrator. In my absence I would like to nominate this position as a dual role position which is what it was in the past when I was in that position. I would like to nominate Mr. Guy Lane for that position, so he would be the Assistant City Administrator and the Public Works Director as a dual role position. This would also allow his assistant to continue learning more about their department so he would be 100% capable of the Public Works position when the time came for Mr. Lane to retire. Discussion ensued.

A motion was made by Council Member Cain and seconded by Council Member McCall to approve the confirmation of Guy Lane as the Assistant City Administrator/Public Works Director. The motion passed unanimously.

J. OTHER BUSINESS

Mayor Andrews reminded everyone that the “Push In” ceremony at the Fire Department would start at 7:30 p.m. this evening.

There was no other business.

K. ADJOURN

The meeting was adjourned by Mayor Andrews at 6:47 p.m.

City of Chipley

Attest:

Tracy L. Andrews, Mayor

Sherry Snell,
City Clerk



Florida Department of Transportation

RON DESANTIS
GOVERNOR

1074 Highway 90
Chipley, Florida 32428-0607

JARED W. PERDUE, P.E.
SECRETARY

May 8, 2024

Honorable Tracy Andrews, Mayor
City of Chipley
1442 Jackson Avenue
Chipley, Florida 32428

Re: Various City Project Issues

Mayor Andrews:

Please accept the following responses to the issues that were submitted during our meeting on April 18, 2024. They are listed below in quotes as they were provided. The response in italics is to the specific issue presented, however items may have been addressed following the development and submittal of the list of issues.

1. "Why was the county allowed to resurface South Boulevard without milling? There are 9 inches of asphalt over the original pavement. The driveways have had to all be reconnected, the drainage grates have not been raised, and water pools on the city streets because it can't get to lower ground. Washington County UCRP dollars provided by FDOT. Was this project overseen by FDOT."

The specific scope of the project was developed by the county, therefore questions as to the design of the project should be addressed to the County. The project was submitted for funding by the County during the SCRAP application process. Also, the project scope is typical for these types of projects. The project was assigned a FDOT Project Manager for contract administration type oversight.

2. "Why didn't FDOT replace the entire sidewalk on US 90 since there are so many ADA violations? There are a lot of correct slabs on US 90, and you can see the bad shaped at this section from 2nd St. to 3rd Street."

Per the FDOT's standard process the sidewalk was reviewed, and the final ADA report prepared in July 2021. Sidewalk conditions can change during the 3-year design process. Sidewalks are typically replaced in non-compliant sections and not for the entirety of a resurfacing project. During the construction activities, the department can perform a review of the remaining sidewalk and can address significant issues not included in the original ADA report. However, the resurfacing project scopes have been reduced to primarily address pavement rehabilitation needs and other areas must be addressed with other funds such as maintenance funds, safety funds, or even local funds. As you know, these other funds are limited as our infrastructure needs greatly outpace the available funds.

3. "We have been notified of safety issues and ADA compatibility issues at Our Desert Island resulting in a customer in a wheelchair to turn over. There is a pole in the sidewalk at an area with cracks making it difficult to navigate. The sidewalk and driveway connection have cracks greater than 1/4". A customer in a wheelchair flipped over on the US 90 sidewalks at Our Desert Island. Now they have to help him across US 90 at 2nd St because the ramp appears to not be in compliance. Most of the sidewalks and driveway connections along Highway 90 were replaced in the ongoing resurfacing project. However, they did not touch the one at our desert island."

I have asked our design and construction team members to review this location again to address deficiencies created during the construction project.

4. "Fisher Arnold presented the Chipley Redevelopment meeting at City Hall on April 11th. We received several comments from business owners concerning safety issues on Highway 77 and Highway 90. Lack of lighting on US 90 was a major concern. The business owners have been holding festivals and a monthly "Thursday Night Lights", and pedestrian safety is a major concern of ours. On highway 90 just west of 77, there are two areas where lighting could be added on existing poles. SR 77 and US 90 could use lighting in all quadrants."

Lighting is to be added at all four quadrants of SR 77 and US 90.

5. "We also need pedestrian crosswalks and flashing pedestrian signs like the ones in front of FDOT so people can get across highway 90 at 7th and 5th streets. Please also consider them at 2nd street now that Dollar General will open by April 30th."

I asked my team to review the request and the following was determined:

7th and 5th Streets are not appropriate locations for midblock crosswalks due to their proximity to the signalized intersection at SR 77/US 90. Additionally, the hill just west of 7th Street poses sight distance issues that would prohibit the installation of a midblock crossing. The 2nd Street crossing is controlled by the traffic signal so it will not be appropriate to also add flashing lights/beacons.

6. "Why did FDOT have US 90 W. of 77 shut down to one lane on the Monday and Tuesday after Easter? This backed up the southbound traffic on 77 from US 90 all the way past old Bonifay Road, which traffic turning southbound off of Campbellton Highway could not turn. Therefore, a lot of the traffic diverted to our city streets."

The construction contractor performed a lane closure to mill turnouts and to bore under US 90 for signalization in accordance with approved contract requirements.

7. "Please send this to Kimberly Toole at the DOT and request a new flashing lights sign here on Highway 90 to warn drivers of the congested intersection ahead and make it solar to help address safety issues at fifth Street and 77."

District Traffic Operations is evaluating this sign request.

8. "Since the opening of the 1901 restaurant downtown, there is a big need to have a mid-block pedestrian crossing close to the business alleyway south of Blossoms and the 1901 gallery. I've watched people run through traffic, and almost get hit. It should justify having the lighted pedestrian signs and mid-block crossing like in front of the DOT. Would you please contact them and let them know about the safety issue?"

Just south of Blossoms/1901 Gallery is not an appropriate location for a midblock crosswalk due to the proximity to the signalized intersection at SR77/Church Avenue.

Thank you for the opportunity to address some of the city's concerns. If additional information is needed, please do not hesitate to reach out to me.

Also, thank you for the improved relationship between the city and the department that only comes through your leadership and willingness to openly discuss concerns as we work together.

Sincerely,

A handwritten signature in blue ink, consisting of a stylized 'P' followed by a horizontal line that ends in a small arrowhead.

Phillip Gainer, P.E.
District 3 Secretary

Proclamation

Rogers Insurance Agency 50th Anniversary

WHEREAS, we recognize and honor this exemplary business that, through their unwavering commitment to excellence, are a credit to this City; and

WHEREAS, Rogers Insurance Agency is a notable establishment, that is celebrating its 50th Anniversary this year; and

WHEREAS, Rogers Insurance Agency was established in 1974 by Gerald “Peewee” Rogers and is an insurance company providing personal and commercial insurance policies; and

WHEREAS, Richard C. “Ricky” Miller joined the agency in 1984 pioneering its life and health operations and propelled the agency to new heights; and

WHEREAS, Craig Miller joined the agency in 2007 representing the third generation of dedicated service to the community; and

WHEREAS, it is most fitting that we recognize this exceptional business for its contributions to quality insurance and to our City; and

NOW, THEREFORE, BE IT PROCLAIMED by the Mayor and City Council of the City of Chipley, that they wish to honor Rogers Insurance Agency for its dedication to the citizens of Chipley and the surrounding community.

Tracy L. Andrews, Mayor

Attest:

Sherry Snell, City Clerk

Proclamation

Mr. Robert Sapp 60 Years on Main Street

WHEREAS, we recognize and honor this exemplary individual that, through his unwavering commitment to excellence, is a credit to this City; and

WHEREAS, one such notable person is Mr. Robert Sapp, that is celebrating his 60th Anniversary working on Main Street this year; and

WHEREAS, Mr. Robert Sapp started working at the Vance Theater in May 1964, before buying it ten years later; and

WHEREAS, Mr. Robert Sapp went on to open Sapp's Jewelry, approximately 44 years ago, and has worked on Main Street for all of these years; and

WHEREAS, this man by his distinctive service and dedicated efforts has earned our highest respect and deepest gratitude; and

NOW, THEREFORE, BE IT PROCLAIMED by the Mayor and City Council of the City of Chipley, do hereby proclaim the City's profound appreciation and recognition of Mr. Robert Sapp for his dedicated commitment to the citizens of Chipley and the surrounding community.

Tracy L. Andrews, Mayor

Attest:

Sherry Snell, City Clerk

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Resolution No. 24-29 – FDOT Traffic Signal Maintenance and Compensation Agreement

MEETING DATEPREPARED BY

Tuesday, June 11, 2024Patrice Tanner, City Administrator

SUMMARY

This resolution will approve the FDOT Traffic Signal Maintenance and Compensation Agreement for a period of twenty (20) years beginning on July 1, 2024. The agreement is for the annual reimbursement for the maintenance and continuous operation of the traffic signals listed in Exhibit A in the amount of \$32,585.00.

RECOMMENDATION

City Staff recommend approval of Resolution No. 24-29.

- ATTACHMENTS
1. Resolution No. 24-29.

2. Agreement.

3. Exhibit A.

RESOLUTION NO. 24-29**A RESOLUTION BY THE CITY OF CHIPLEY CITY COUNCIL,
APPROVING THE TRAFFIC SIGNAL MAINTENANCE AND
COMPENSATION AGREEMENT BETWEEN THE FLORIDA
DEPARTMENT OF TRANSPORTATION AND THE CITY OF CHIPLEY,
FLORIDA.**

WHEREAS, it is determined to be in the public's interest for the City of Chipley to continue to maintain the traffic signal intersections in the corporate limits; and

WHEREAS, the proper maintenance of the traffic signals under the Florida Department of Transportation jurisdiction within the corporate limits of the City of Chipley enhances community safety.

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

1. An Agreement dated June 11, 2024 - Traffic Signal Maintenance and Compensation Agreement between the City of Chipley, Florida, and the Florida Department of Transportation is hereby approved for a period of twenty (20) years beginning on July 1, 2024.
2. The term of this Agreement is twenty (20) years provided that either party may cancel this Agreement prior to the expiration of the term of this Agreement. A minimum notice period of two (2) years plus the remaining months of the Department's fiscal year shall be provided to the other party in writing. Should the Maintaining Agency provide its written notice of cancellation to the Department, the notice shall be endorsed by the elected body under which the Agency operates.
3. The Mayor also have the authority to approve the annual Exhibit "A", which is the annual compensation amount that consists of the cost of maintenance and continuous operation of the Traffic Signals and Devices.

- 4. Tracy L. Andrews, Mayor, be hereby authorized and directed to execute and deliver the Agreement to the FDOT.
- 5. A certified copy of this Resolution be forwarded to the FDOT along with the executed Agreement.

PASSED AND ADOPTED THIS 11th DAY OF JUNE, 2024.

CITY OF CHIPLEY

Tracy L. Andrews, Mayor

ATTEST:

Sherry Snell
City Clerk

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

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CONTRACT NO. ASZ33
FINANCIAL PROJECT NO. 43675318802
F.E.I.D. NO. F596000299013

THIS TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT ("Agreement"), is entered into this _____ day of _____, between the Florida Department of Transportation, an agency of the State of Florida, herein called the "Department", and City of Chipley, Florida, _____ ("Maintaining Agency").

WITNESSETH:

- A. The Department is authorized under Section 335.055, Florida Statutes, to enter into this Agreement.
- B. The Maintaining Agency is authorized under _____ to enter into this Agreement and has authorized its undersigned representative to enter into and execute this Agreement on behalf of the Maintaining Agency.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement, the sufficiency of which is acknowledged, the parties mutually agree and covenant as follows:

1. The Maintaining Agency shall be responsible for the "Project," defined as the maintenance and continuous operation of the following, located on the State Highway System:
 - a. Traffic signals ("TS")
 - b. Interconnected and monitored traffic signals ("IMTS") - defined as signals that are interconnected with telecommunications and are monitored at a central location
 - c. Traffic signal systems - defined as central computer; traffic monitoring cameras ("TrMC"; must fulfill District purpose and need and be accessible from Department's Video Aggregation System); arterial dynamic message signs ("ADMS"); communications devices; interconnect / network; vehicle, bicycle & pedestrian detection devices [including passive pedestrian detection ("PPD") and accessible pedestrian detection]; traffic signal hardware and software; preemption devices; probe data detection system ("PDDS"); and uninterruptible power supplies ("UPS")
 - d. Control devices - defined as intersection control beacons ("ICB"), traffic warning beacons ("TWB"; including LED highlighted signs), illuminated street name signs ("ISNS"), and pedestrian flashing beacons ("PFB"; i.e., school zone flashing beacons, pedestrian crossing beacons, and Rectangular Rapid Flashing Beacons)
 - e. Emergency/fire department signals ("FDS")
 - f. Speed activated warning displays ("SAWD"; including curve warning feedback signs),
 - g. Blank out signs ("BOS", including Lane Control Signs)
 - h. Pedestrian hybrid beacons ("PHB")
 - i. Connected Automated Vehicle Devices ("CAVD"; i.e., roadside units and roadside equipment), and
 - j. In-roadway warning lights ("IRWL") system (specific to mid-block crossing and unsignalized intersection applications, as defined in the FDOT Traffic Engineering Manual)

All traffic signals and control devices mentioned in the above paragraph 1.a-j are referred to in this Agreement as "Traffic Signals and Devices". The Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with operations of such Traffic Signals and Devices upon final acceptance by the Department of the installation of each signal or device

2. The Department agrees to pay the Maintaining Agency an annual compensation amount based on the Department's fiscal year. The compensation amount consists of the cost of the maintenance and continuous operation of the Traffic Signals and Devices as identified in Exhibit A, which is attached and incorporated into this Agreement. Compensation will also be made for costs incurred for the repair and/or replacement of damaged Traffic Signals and Devices as identified in Exhibit C, attached and incorporated into this Agreement. Payments by the Department will be made in accordance with Exhibit B. In the case of construction contracts, the Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the Traffic Signals and Devices and shall undertake the maintenance and continuous operation of these Traffic Signals and Devices upon final acceptance of the installation by the Department. Prior to any final acceptance of the installation by the Department, the Maintaining Agency will have the opportunity to inspect and request modifications or corrections to the installation(s) and the Department agrees to undertake those modifications or corrections prior to final acceptance so long as the modifications or corrections comply with the Agreement, signal plans, and specifications previously approved by both the Department and Maintaining Agency. Repair or replacement and other responsibilities of the installation contractor and the Department, during construction, are contained in the Department's Standard Specifications for Road and Bridge Construction.
3. If Traffic Signals and Devices are damaged and the Maintaining Agency or its contractors did not cause the damages, then the Department shall reimburse the Maintaining Agency for the actual costs incurred by the Maintaining Agency for repairs and/or replacement of Traffic Signals and Devices, once the following occurs:

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- a. The Department has approved a properly completed invoice for reimbursement that was provided to the Department outlining the details of the requested reimbursements; and
- b. Evidence of the costs incurred were included as an attachment to the invoice.

Exhibit C sets forth additional conditions that apply when the Maintaining Agency seeks to obtain reimbursement for costs incurred for repair and/or replacement and associated contract documentation of damaged Traffic Signals and Devices. Exhibit C also serves as a form invoice that can be used by the Maintaining Agency. The Maintaining Agency shall obtain written approval from the Department regarding the appropriate method of repair and/or replacement of damaged Traffic Signals and Devices prior to performing the emergency and/or permanent repair and/or replacement work. If there is an immediate risk to public safety due to damaged Traffic Signals and Devices and the Maintaining Agency is unable to immediately obtain the Department's written approval regarding the method of repair and/or replacement, then the Maintaining Agency shall immediately repair and/or replace the Traffic Signals and Devices. The Maintaining Agency shall notify the Department within thirty (30) calendar days of becoming aware of any damage to Traffic Signals and Devices caused by third parties or Force Majeure event. The Department shall be responsible for pursuing reimbursement from individuals and/or the third parties who cause damages and are liable for replacement and/or repair costs to Traffic Signals and Devices. If the Maintaining Agency or its contractors causes damages to the Traffic Signals and Devices, then the Maintaining Agency shall repair and/or replace the Traffic Signals and Devices, and the Maintaining Agency shall be fully responsible for the cost of repair and/or replacement to the extent the damages were caused by the Maintaining Agency. Governor declared emergencies (i.e., hurricanes) are handled outside the framework of this Agreement through a combination of Federal and State Emergency Management mechanisms. An emergency contract may be used after a Governor's declaration of emergency has been signed to cover for reimbursement for storm recovery efforts.

4. The Maintaining Agency shall maintain and operate the Traffic Signals and Devices in a manner that will ensure safe and efficient movement of highway traffic and that is consistent with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the Manual on Uniform Traffic Control Devices (MUTCD), as amended.
5. The Maintaining Agency's maintenance responsibilities include, but are not limited to, locates, preventive maintenance (periodic inspection, service, and routine repairs), restoration of services, and emergency maintenance (troubleshooting in the event of equipment malfunction, failure, or damage). Restoration of services may include temporary poles and/or signals, stop signs or other methods to maintain traffic. The Maintaining Agency shall record its maintenance activities in a traffic signal maintenance log, as they occur, and include this as part of the annual report, highlighting the time it took to restore the normal service and number of times such events occurred.
6. Neither the Maintaining Agency nor the Department shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by a Force Majeure Event and provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimated duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible. These events shall be documented with detailed damage inspection report forms completed and submitted to the Department within twelve (12) weeks of the end of the Force Majeure event.

A "Force Majeure Event" means the occurrence of:

- (a) an act of war, hostilities, invasion, act of foreign enemies, riot, terrorism or civil disorder;
 - (b) act of God (such as, but not limited to, fires, explosions, earthquakes, drought, hurricanes, storms, lightning, tornados, tidal waves, floods, extreme weather or environmental conditions, and other natural calamities);
 - (c) or another event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence.
7. The Department intends to conduct a structural inspection of the mast arm structures every sixty (60) months. The inspection report will serve as ninety (90) days notification to the Maintaining Agency that deficiencies exist that require preventive maintenance. Preventive maintenance of the mast arm structures includes, but is not limited to, spot painting, cleaning, all wiring repair and replacement, graffiti removal, all signal related issues (including lighting, signs and connections), tightening of nuts, replacing missing or deficient bolts, replacement of missing cap covers or equivalent, replacement of missing or deficient access hole cover plates, repairing improper grounding, and repainting any painted mast arms installed after April 30, 2015. If the preventive maintenance is not carried out after the expiration of the 90-day notice given to the Maintaining Agency, the Department shall withhold 8.33% up to a maximum of 25% of the total annual compensation amount under this Agreement for the affected signal locations each month.
 8. Any and all work performed by the Maintaining Agency must conform to the current Department Standard Specifications for Road and Bridge Construction as applicable. Mast arms that the Department determines to be at the end of their useful life cycle will be replaced by the Department so long as documented preventive maintenance was satisfactorily performed by the Maintaining Agency. In the case of a total paint failure, as determined by the Department, on a mast arm installed prior to April 30, 2015, the Department may repaint or replace with a galvanized mast arm. The aforementioned requirement does not apply to any mast arm that was installed under a separate mast arm paint finish agreement; in such case, the terms of that agreement shall govern.

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9. The Maintaining Agency may remove any component of the installed equipment for repair or testing; however, it shall only make permanent modifications or equipment replacements and only if the equipment provided is capable of performing at minimum the same functions as the equipment being replaced. The Department shall not make any modifications or equipment replacements without prior written notice to and consultation with the Maintaining Agency.
10. The Maintaining Agency shall implement and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications, special provisions, Department re-timing projects, and the Department's Traffic Engineering Manual. The Maintaining Agency shall obtain prior written approval from the Department for any modification in phasing of signals and flash times (where applicable). Signal Systems timings (cycle length, split, offsets) are considered operational changes and may be changed by the Maintaining Agency to accommodate changing needs of traffic. The Maintaining Agency may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer registered in the State of Florida. The Maintaining Agency shall make available a copy of the timings to the Department upon request. The Department reserves the right to examine equipment, timing and phasing at any time and, after consultation with the Maintaining Agency, may specify modifications. If the Department specifies modification in timing or phasing, implementation of such modifications will be coordinated with, or made by, the Maintaining Agency. All signal timing and phasing records shall be retained by the Maintaining Agency for at least three (3) years, and will be made available to the Department upon request.
11. The Maintaining Agency shall note in the maintenance log any changes in timings and phasings, and keep a copy of the timings and phasings, and any approval documentation in a file. A copy of the log shall be provided to the Department upon request. Maintaining Agencies may provide this information electronically.
12. The Maintaining Agency and the Department shall update Exhibit A on an annual basis through an amendment of this Agreement. The Maintaining Agency designates _____ as its authorized representative(s), who is delegated the authority to execute all amendments to Exhibit A of this Agreement on behalf of the Maintaining Agency. Exhibit A will contain all Traffic Signals and Devices on the State Highway System which are within the jurisdiction of the Maintaining Agency and are operated and maintained by the Maintaining Agency. No changes or modifications may be made to Exhibit A during the Department's fiscal year for compensation. New Traffic Signals and Devices added by the Department during its fiscal year must be maintained and operated by the Maintaining Agency upon the Department's final acceptance. The Maintaining Agency and the Department shall amend Exhibit A preceding the Department's new fiscal year, which will include all new Traffic Signals and Devices added to the State Highway System during the Department's current fiscal year and delete those removed during the same period. The Maintaining Agency will begin receiving compensation for new Traffic Signals and Devices that were added to Exhibit A by amendment of this Agreement in the Department's fiscal year occurring after the Traffic Signals and Devices are installed and final acceptance of such installation is given by the Department. In the event that no change has been made to the current year's Exhibit A, a certification from the Maintaining Agency shall be provided to the Department certifying that no change has been made to Exhibit A in the Department's current fiscal year. The annual compensation will be a lump sum payment (***minus any retainage or forfeiture***) as set forth in Exhibit B. Future payments will be based on the information provided in Exhibit A, in accordance with the provisions as set forth in Exhibit B, attached to and incorporated in this Agreement.
13. Payment will be made in accordance with Section 215.422, Florida Statutes.
14. There shall be no reimbursement for travel expenses under this Agreement.
15. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
16. The Maintaining Agency should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than twenty (20) working days. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
17. If a payment is not available within forty (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 Maintaining Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Maintaining Agency requests payment. Invoices returned to a Maintaining Agency because of Maintaining Agency 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.
18. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors or vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
19. 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 (5) 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 Maintaining

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Agency'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.

20. 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 Maintaining Agency 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.
21. The Maintaining Agency must submit the final invoice on the Project to the Department within 120 days after termination of the Agreement. Invoices submitted after the 120-day time period may not be paid.
22. In the event this contract is for services in excess of \$25,000.00 and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), F.S., 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 such 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 which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year."

23. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit B for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Maintaining Agency, in writing, when funds are available.
24. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List 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, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.
25. 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 thirty-six (36) months from the date of being placed on the convicted vendor list.
26. 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 Maintaining Agency.
27. 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.
28. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch or a state agency.
29. The Maintaining Agency 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.
30. The Maintaining Agency may be subject to inspections of Traffic Signals and Devices by the Department. Such findings will be shared with the Maintaining Agency and will be the basis of all decisions regarding payment reduction, reworking, Agreement termination, or renewal. If at any time the Maintaining Agency has not performed the maintenance responsibility on the locations specified in the Exhibit A, the Department has the option of (a) notifying the Maintaining Agency of the deficiency with

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requirement that it be corrected within a specified time, otherwise the Department shall deduct payment, suspend funds, or terminate funds for any deficient maintenance of Traffic Signals and Devices that has not been corrected at the end of such time, or (b) take whatever action is deemed appropriate by the Department. Any deduction in payment, suspension of funds, or termination of funds does not relieve any obligation of the Maintaining Agency under the terms and conditions of this Agreement.

31. The Department shall monitor the performance of the Maintaining Agency in the fulfillment of its responsibilities under the Agreement. The Maintaining Agency shall submit an annual Report prior to July 15 of each year detailing the following:
 - a. All detection device malfunctions: Detection devices include, without limitation, all vehicle presence detectors and all pedestrian/bicycle detectors. Traffic devices supported by detection devices ("TDSDD") include, without limitation, traffic signals, PHBs, and warning devices. Repairs to all vehicle presence detectors shall be made within ninety (90) days with a goal of thirty (30) days if feasible. Repairs to all pedestrian/bicycle detectors shall be made within seventy-two (72) hours of discovery. If repair to vehicle presence detection device progresses beyond thirty (30) days, by the 31st day, the Maintaining Agency shall have a plan available to reestablish detection prior to day 30. The Maintaining Agency shall ensure that 90% of all TDSDD are operating without detection failures. Discovery and repair dates for each malfunctioning detection device shall be logged in the annual report. If the repairs cannot be performed within the stipulated times, the Maintaining Agency shall document the reason(s) why in the annual report. If more than 10% of the TDSDD are experiencing detection failure(s) by the end of the stipulated times, unless a longer period is approved by the Department due to extraordinary circumstances, each of these TDSDD may only be compensated at 90% of the unit compensation rate stated in Exhibit B for each day (i.e., the annual unit compensation rate is reduced by 1/3650 daily) that more than 10% of the TDSDD are experiencing detection failure(s).
 - b. Traffic signal and pedestrian hybrid beacon ("PHB") preventive maintenance inspections: Traffic signals and PHBs shall receive a comprehensive preventive maintenance inspection on at least 50% of all traffic signals and PHBs annually, alternating the remaining 50% the following year. Preventive maintenance inspection shall include verification that all detection is working, the traffic signal or PHB is cycling properly, the ventilation system is functioning, and filters are clean. Basic traffic cabinet maintenance shall also verify power feed voltages, verify that the vehicle and pedestrian indications are functioning properly, test the effective functioning of pedestrian push buttons, and check hinges and door locks. At least one (1) conflict monitor test shall be performed on 50% of traffic signals and PHBs annually, alternating the remaining 50% the following year. Each test is to be documented and included in the annual report to the Department. The inspection report shall note the location, date of inspection, and any actions taken. If 50% of the traffic signals and PHBs do not receive at least one (1) comprehensive preventive maintenance inspection during a twelve (12) month period, there shall be a 20% retainage of the annual compensation amount for the affected traffic signal and PHB locations until the preventive maintenance inspection is made. If the requirements of this paragraph 31.b are not performed within the state's next fiscal year, the 20% retainage of the annual compensation amount for the affected traffic signal and PHB locations will be forfeited.
 - c. For any traffic signals that are interconnected with telecommunications and their real-time operation is electronically monitored via software by personnel at a central location and are therefore receiving the higher compensation amount as described in Exhibit B, the name(s) and title(s) of those monitoring those intersections, and the location of the central monitoring facility(ies), are to be documented and contained in the annual report submitted to the Department. The Maintaining Agency shall be responsible for maintaining current licenses and support agreements for all computer applications necessary for IMTS including, but not limited to, central computer systems, TrMC applications, detection software, and data collection programs, unless other arrangements are made between the Department and the Maintaining Agency for specific applications or systems.
32. The Maintaining Agency may enter into agreements with other parties pertaining to Traffic Signals and Devices including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of Traffic Signals and Devices on the State Highway System, provided that such Agreements are consistent with the mutual covenants contained in this Agreement. The Maintaining Agency shall furnish a copy of such agreements to the Department.
33. This Agreement may not be assigned or transferred by the Maintaining Agency in whole or in part without prior written consent of the Department.
34. The Maintaining Agency shall allow public access to all documents, papers, letters, or other material subject to provisions of Chapter 119, Florida Statutes, and made or received by the Maintaining Agency in conjunction with this Agreement. Failure by the Maintaining Agency to grant such public access will be grounds for immediate unilateral cancellation of this Agreement.
35. At no additional cost to the Department, the Maintaining Agency shall provide the Department with, at minimum, read-only access to all traffic signal data available from the firmware of the traffic signal controllers and other devices covered under this Agreement. The Maintaining Agency shall include the Department as a party to all traffic signal firmware/software related agreements that the Maintaining Agency enters into with other parties.
36. This Agreement is governed by and construed in accordance with the laws of the State of Florida. The invalidity or unenforceability of any portion of this Agreement does not affect the remaining provisions and portions hereof. Any failure to

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enforce or election on the part of the Department to not enforce any provision of this Agreement does not constitute a waiver of any rights of the Department to enforce its remedies hereunder or at law or in equity.

37. In no event shall the making by the Department of any payment to the Maintaining Agency 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 Maintaining Agency 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.
38. The term of this Agreement is twenty (20) years from the date of execution of the Agreement; provided that either party may cancel this Agreement prior to the expiration of the term of this Agreement. A minimum notice period of two (2) years plus the remaining months of the Department's fiscal year shall be provided to the other party in writing. Should the Maintaining Agency provide its written notice of cancellation to the Department, the notice shall be endorsed by the elected body (County Commission, City Council, or local agency governing body) under which the Agency operates.
39. Any Project funds made available by the Department which are determined by the Department to have been expended 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 Maintaining Agency files shall not constitute a waiver of the Department's rights and Department has the right to verify all information at a later date by audit or investigation. Within thirty (30) days of the termination of this Agreement, the Maintaining Agency shall refund to the Department any balance of unobligated funds which were advanced or paid to the Maintaining Agency. In the event the Maintaining Agency fails to perform or honor the requirements and provisions this Agreement, the Maintaining Agency shall return funds in accordance with this paragraph within thirty (30) days of termination of the Agreement.
40. Upon execution, this Agreement cancels and supersedes any and all prior Traffic Signal Maintenance Agreement(s) between the parties, except any specific separate Agreements covering painted mast arm maintenance or any other aspect related to the painting of mast arms.
41. The Department reserves the right to remove select critical corridors or critical intersections from the Maintaining Agency's obligation under this Agreement. The remaining intersections and corridors would continue to be covered under this Agreement. The Department will provide a minimum of one year notice prior to take-over of maintenance of critical corridors or critical intersections.
42. 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.
43. The Department agrees that the Maintaining Agency must comply with State law regarding appropriations and budgets. This Agreement shall not be interpreted to conflict with State law applicable to the Maintaining Agency.
44. The Maintaining Agency shall:
 - a. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Maintaining Agency during the term of the Agreement; and
 - b. expressly require any contractors and subcontractors performing work or providing services pursuant to the Agreement 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 subcontractor during the Agreement term.
45. Unless authorized by law and agreed to in writing by the Department, the Department will not be liable to pay attorney fees, interest, or cost of collection.
46. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
47. Exhibits A, B, and C are attached and incorporated into this Agreement.
48. This Agreement contains all the terms and conditions agreed upon by the parties.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

Section G, Item 1.

OPERATIONS
04/23
Page 7 of 7

IN WITNESS WHEREOF, the parties have caused these presents to be executed, the day and year first above written.

City of Chipley, Florida
(Maintaining Agency)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By _____
(Authorized Signature)

By _____
(Authorized Signature)

Print/Type Name: _____

Print/Type Name: _____

Title: _____

Title: _____

Legal Review: _____

Attorney: _____ Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

EXHIBIT A

Reimbursement for Maintenance and Operation FY_____

Intersection Location	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD)	Illuminated Street Name Signs (ISNS)	Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Probe Data Detection System (PDDS)	Uninterruptible Power Supplies (UPS)	Connected Automated Vehicle Devices (CAVD)	Pedestrian Hybrid Beacon (PHB)	Arterial Dynamic Message Sign (ADMS)	Passive Pedestrian Detection (PPD)	Traffic Monitoring Camera (TrMC)	In-Roadway Warning Lights (IRWL)	Compensation Amount (using Unit Rates from Exhibit B)
Total Lump Sum Amount*																		

*Amount paid shall be the Total Lump Sum (*minus any retainage or forfeiture*).

I certify that the above Traffic Signals and Devices will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement. For satisfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum (minus any retainage or forfeiture) of \$_____.

Maintaining Agency

Date

District Traffic Operations Engineer

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

750-010-22
TRAFFIC OPERATIONS
04/23
Exhibit B Page 1 of 2

Section G, Item1.

EXHIBIT B

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

- 1.0 PURPOSE
- This exhibit defines the method and limits of compensation to be made to the Maintaining Agency for the services described in this Agreement and in Exhibit A and method by which payments will be made.
- 2.0 COMPENSATION FOR MAINTENANCE AND OPERATION
- For the satisfactory completion of all services related to maintenance and operation detailed in this Agreement and Exhibit A of this Agreement, the Department will pay the Maintaining Agency the Total Lump Sum (***minus any retainage or forfeiture***) in Exhibit A. The Maintaining Agency will receive one lump sum payment (***minus any retainage or forfeiture***) at the end of each fiscal year for satisfactory completion of service.

Total Lump Sum (***minus any retainage or forfeiture***) Amount for each fiscal year is calculated by adding all the individual Traffic Signal and Device unit amounts.

Pedestrian Flashing Beacon: includes school zone beacons, pedestrian crossing beacons, and rectangular rapid flashing beacons (RRFB). Systems shall be paid at a unit rate per controller regardless of the number of individual devices or poles.

Connected and Automated Vehicles Devices (CAVD): include roadside units and roadside equipment.

	Unit Compensation Rates per Unit on the State Highway System																
FY	Traffic Signals (TS) <i>Intersection</i>	Traffic Signal - Interconnected & monitored (IMTS) <i>Intersection</i>	Intersection Control Beacon (ICB) <i>Intersection</i>	Pedestrian Flashing Beacon (PFB) <i>System</i>	Emergency Fire Dept. Signal (FDS) <i>System</i>	Speed Activated Warning Display (SAWD) <i>System</i>	Illuminated Street Name Signs (ISNS) <i>Intersection</i>	Blank Out Sign (BOS) <i>Device</i>	Traffic Warning Beacon (TWB) <i>System</i>	Probe Data Detection System (PDDS) <i>Device</i>	Uninterruptible Power Supply (UPS) <i>Device</i>	Connected Automated Vehicle Devices (CAVD) <i>Device</i>	Pedestrian Hybrid Beacon (PHB) <i>System</i>	Arterial Dynamic Message Sign (ADMS) <i>Device</i>	Passive Pedestrian Detection (PPD) <i>System</i>	Traffic Monitoring Camera (TrMC) <i>Device</i>	In-Roadway Warning Lights (IRWL) <i>System</i>
2021-22	\$ 3,573	\$ 5,134	\$ 896	\$ 717	\$ 1,252	\$ 360		\$ 360	\$ 360	\$ 115	\$ 115	\$ 514					
22-23	\$3,670	\$5,273	\$921	\$737	\$1,286	\$370		\$370	\$370	\$119	\$119	\$527					
23-24	\$ 3,910	\$ 5,558	\$ 947	\$ 758	\$ 1,323	\$ 381	\$ 391	\$ 419	\$ 381	\$ 123	\$ 123	\$ 542	\$ 2,645	\$ 2,027	\$ 1,644	\$ 688	\$ 658
2024-25	Based on the Consumer Price Index (CPI), the compensation amounts will be revised.																
2025-26	Based on the CPI, the compensation amounts will be revised.																

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

750-010-22
TRAFFIC OPERATIONS
04/23
Exhibit B Page 2 of 2

Section G, Item 1.

Based on the Consumer Price Index (CPI), the Unit Rate for the following fiscal year will be adjusted accordingly, unless otherwise specified in an amendment to this Agreement. However, if CPI is negative, there shall be no reduction from the previous year’s compensation.

- 3.0 **COMPENSATION FOR REPAIR AND/OR REPLACEMENT OF DAMAGED TRAFFIC SIGNALS AND DEVICES**
For the satisfactory completion of all services related to repair and/or replacement of damaged Traffic Signals and Devices detailed in this Agreement, the Department will pay the Maintaining Agency a Lump Sum amount of the actual costs incurred for the replacement and/or repair of the damaged Traffic Signals and Devices as set forth in the invoice submitted to the Department. The invoice for the costs incurred for the replacement and/or repair of damaged Traffic Signals and Devices shall contain the information required in Exhibit C and any other additional information requested by the Department to justify the costs incurred. The reimbursement amount is subject to approval by the Department.
- 4.0 **PAYMENT PROCESSING**
For regular maintenance costs, the Maintaining Agency shall invoice the Department in a format acceptable to the District Traffic Operations Engineer, on an annual basis for the reimbursement costs incurred by the Maintaining Agency for the previous year prior to 5:00 p.m. on July 15th of each year. For example, the Maintaining Agency shall submit its invoice for the fiscal year beginning July 1, 2022 through June 30, 2023 no later than July 15, 2023.
- For costs incurred for repair and/or replacement of damaged Traffic Signals and Devices, applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The Maintaining Agency shall submit invoices for repair and/or replacement costs due to damaged Traffic Signals and Devices within 60 days of the work completed date for which the Maintaining Agency is invoicing.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

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Section G, Item1.
OPERATIONS
04/23
Exhibit C Page 1 of 1

EXHIBIT C
Reimbursement for Replacement and/or Repair of
Damaged Traffic Signals and Devices

Subject to the terms and conditions of the Agreement, the Department will reimburse the Maintaining Agency a Lump Sum amount for costs incurred for the replacement and/or repair and associated contract documentation of Traffic Signals and Devices damaged as a result of third parties or as a result of other causes that were not caused by the Maintaining Agency or its contractors. Agreement paragraph 3 provides administrative procedures on how third party and Force Majeure events are handled for reimbursement. Force Majeure events shall be documented with detailed damage inspection report forms within twelve (12) weeks following the end of the Force Majeure event. Costs related to Governor declared emergencies are not reimbursable under this agreement.

The Department follows the Traffic Signal Maintenance and Compensation Agreement Manual (Topic No. 750-010-022) for submitting damage claims. In submitting this Exhibit C to the Department, the Maintaining Agency is required to adhere to Chapter 2 of the Traffic Signal Maintenance and Compensation Agreement Manual, dated March 31, 2023, available at: [Traffic Signal Maintenance and Compensation Agreement Manual](#).

The Maintaining Agency is not required to provide a police report in situations where damage is caused to Traffic Signals and Devices by a Force Majeure Event or as a result of other causes beyond the control of the Maintaining Agency that do not necessarily prevent performance, which includes but is not limited to: storms, winds, lightning, flooding and other natural and weather related causes. The Maintaining Agency must provide a police report in all situations where a traffic accident, theft, or vandalism causes damage to Traffic Signals and Devices to the extent the Maintaining Agency has the ability and opportunity to obtain a police report.

Applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The following information shall be provided by the Maintaining Agency to be eligible for the reimbursement payment:

Date and Time of Accident/Incident:	
Location of Accident/Incident:	
Provide Police Report (if applicable) and the Following Information:	
<div style="padding-left: 40px;"><ol style="list-style-type: none">1. Attach pictures of damaged traffic signals and devices, as well as completed work.2. Attach invoices or receipt of equipment purchased to replace damaged components.3. Attach detailed documentation of labor costs associated with replacing and/or repairing damaged components, including dates of performance and completion of the work.</div>	
Contract No.: _____	
Project No.: _____	
Total Lump Sum Reimbursement Amount	\$

The Maintaining Agency hereby certifies that it has replaced and repaired all the Traffic Signals and Devices at the location or signalized intersection referenced above. Henceforth, this document is the Maintaining Agency's request for reimbursement to the Department for the services of restoring the Traffic Signals and Devices to their original operating condition.

The Parties agree to the Total Lump Sum Reimbursement Amount set forth above.

Maintaining Agency Date

District Traffic Operations Engineer Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

EXHIBIT A

Reimbursement for Maintenance and Operation FY 2025

Intersection Location	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD)	Illuminated Street Name Signs (ISNS)	Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Probe Data Detection System (PDDS)	Uninterruptible Power Supplies (UPS)	Connected Automated Vehicle Devices (CAVD)	Pedestrian Hybrid Beacon (PHB)	Arterial Dynamic Message Sign (ADMS)	Passive Pedestrian Detection (PPD)	Traffic Monitoring Camera (TrMC)	In-Roadway Warning Lights (IRWL)	Compensation Amount (using Unit Rates from Exhibit B)
SR 10 (US 90) at 2ND ST	\$4,024.00																	\$4,024.00
SR 77 at WALMART	\$4,024.00																	\$4,024.00
SR 77 at CR 280 (BRICKYARD RD)	\$4,024.00																	\$4,024.00
SR 77 S at CR 273 (SOUTH BLVD)	\$4,024.00																	\$4,024.00
SR 77 at SR 10 (US 90)	\$4,024.00																	\$4,024.00
SR 77 at CHURCH AVE	\$4,024.00																	\$4,024.00
SR 77 at NADIA AVE	\$4,024.00																	\$4,024.00
SR 77 at SR 273 (GLENWOOD/ CAMPBELLTON HWY)	\$4,024.00																	\$4,024.00
SR 10 (US 90) at 5TH ST									\$393.00									\$393.00
									Total Lump Sum Amount*								\$32,585.00	

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

*Amount paid shall be the Total Lump Sum (*minus any retainage or forfeiture*).

I certify that the above Traffic Signals and Devices will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement. For satisfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum (minus any retainage or forfeiture) of \$ \$32,585.00.

Maintaining Agency

Date

District Traffic Operations Engineer

Date

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Resolution No. 24-30 – FY 23-24 Budget Amendment

MEETING DATE	PREPARED BY
Tuesday, June 11, 2024	Patrice Tanner, City Administrator

SUMMARY

This resolution will approve an increase in the Fiscal Year 23-24 Budget by \$1,563,552.

RECOMMENDATION

City Staff recommend approval of Resolution No. 24-30.

ATTACHMENTS

- 1. Resolution No. 24-30
- 2. Budget Amendment #2a
- 3. Budget Amendment #2b

RESOLUTION NO. 24-30

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CHIPLEY, FLORIDA, AMENDING THE ADOPTED BUDGET FOR
FISCAL YEAR 2023-2024.

WHEREAS, the City of Chipley, Florida, has adopted a budget for the fiscal year 2023-2024;
and

WHEREAS, it is necessary to make amendments to the 2023-2024 budget for approved
revenues and expenditures as shown below and documented on Attachment A:

	Original/ Revised Budget	Amendments	Revised Budget
TOTAL BUDGETED REVENUES AND OTHER FINANCING SOURCES	\$19,422,415		
General Fund		\$ 1,215,699	
Sanitation		0	
Water		0	
Gas		0	
Sewer		347,853	
		\$ 1,563,552	\$20,985,967
TOTAL BUDGETED OPERATING EXPENDITURES/ EXPENSES AND OTHER FINANCING USES	\$19,422,415		
Executive		\$ 5,585	
Administration		25,199	
Police		508,736	
Fire		636,014	
Street		35,165	
Recreation		5,000	
AmTrak/Farmers Market		0	
Sanitation		0	
Water		0	
Gas		0	
Sewer		347,853	
		\$ 1,563,552	\$19,985,967

WHEREAS, Section 166.241 (3), Florida Statutes requires that appropriations for said fiscal
year be made for all expenditures and that appropriations not exceed revenues; and

WHEREAS, a final budget was approved by the Chipley City Council at a public hearing held
on September 29, 2023; and

WHEREAS, the City of Chipley must budget all revenues received and not budgeted, and all expenditures incurred and approved but not budgeted.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHIPLEY AS FOLLOWS:

1. The amendments as shown in this resolution are adopted, and hereby appropriated for the fiscal year 2023-2024.

PASSED AND ADOPTED by the City Council of the City of Chipley, Florida on this 11th day of June, 2024.

CITY OF CHIPLEY

Tracy L. Andrews, Mayor

ATTEST:

Sherry Snell, City Clerk

Fiscal Year 2023/2024								
Budget Amendment #2a								Section G, Item2.
G/L Number	Revenue	Executive	Administration	Police	Fire	Street	Recreation	
001-334-80000	56,600.00							
001-521-64100				56,600.00				
	Florida Department of Law Enforcement - SAFE Fentanyl Grant - Police Department - General Fund							
001-331-47000	7,906.00							
001-522-64300					7,906.00			
	Florida Department of Agriculture and Consumer Services - Volunteer Fire Assistance Grant - Bunker Gear - General Fund							
001-331-17000	338,000.00							
001-522-64600					338,000.00			
	USDA Rural Development - Loan/Grant - Pumper Truck/Equipment - Fire Department - General Fund							
001-331-20020	290,108.00							
001-522-64100					290,108.00			
	ARPA Funding - Pumper Truck/Equipment - Fire Department - General Fund							
001-369-00000	35,165.00							
001-541-64000						35,165.00		
	Insurance Proceeds due to Vehicle Accident at Highway 77/Brickyard Road - Traffic Signal Cabinet - Street Department - General Fund							
001-381-10000	5,585.00							
001-512-51000		5,585.00						
	Transfer from Reserves - Flag Fund - Two (2) New Flags for Interstate - Executive Department - General Fund							

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CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Award of Bid No. 2023-03 – New Sidewalks – 2nd Street

MEETING DATE	PREPARED BY
Tuesday, June 11, 2024	Patrice Tanner, City Administrator

SUMMARY

The City advertised for new sidewalks on 2nd Street. One bid was received from S.H. Hayes in the amount of \$44,910.00. Mr. Hayes has done work for the city in the past and we are confident he will do a great job on this project, and complete it in a timely manner.

RECOMMENDATION

City Staff recommend approval of Bid award to S.H. Hayes Enterprises, LLC in the amount of \$44,910.00.

- ATTACHMENTS
- 1. Bid Advertisement.
 - 2. Bid Tabulation.

ADVERTISEMENT FOR BIDS**BID NAME: New Sidewalks – 2nd Street****BID NUMBER: 2024-03**

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, June 3, 2024** for the following item or items:

New Sidewalk – 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, June 3, 2024**.

Detailed specifications and a bid sheet may be obtained from:

Guy Lane, Public Works Director
Public Works Office
671 Rustin Drive
Chipley, FL 32428
Phone: (850) 638-6346
Email: glane@cityofchipley.com

IMPORTANT: Bids shall be submitted in a sealed envelope marked: **“City of Chipley New Sidewalks – 2nd Street” 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 tax 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**

Advertised: Washington County News – May 15, 2024 and May 22, 2024

City of Chipley
Advertisement for Bids
Bid No. 2024-03
“New Sidewalks – 2nd Street”

Bid Closing: June 3, 2024 @ 2:00 p.m. Bid Opening: June 3, 2024 @ 2:00 p.m.

Company	Date Submitted	Amount
Name: S.H. Hayes Enterprises, LLC Address: 1776 Tranquil Ct Chipley, FL 32428 Telephone: 850-326-5471 Email:	06/03/2024 @ 12:52 p.m.	Bid \$38,610.00 Alternate \$6,000 Total \$44,910.00
Name: Address: Telephone: Email:		
Name: Address: Telephone: Email:		\$
Name: Address: Telephone: Email:		\$
Name: Address: Telephone: Email:		\$
Name: Address: Telephone: Email:		\$

Witness: Patrice A. Kinner
Witness: Sherry Snell

Date: 06/04/2024
Date: 6/4/24

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Affirmation of Finance Director Position

MEETING DATE	PREPARED BY
Tuesday, June 11, 2024	Patrice Tanner, City Administrator

SUMMARY

City Code Section 2-64 states the City Administrator shall nominate a Finance Director for confirmation by the city council.

RECOMMENDATION

City Staff recommend approval of Affirmation of Finance Director Position.

ATTACHMENTS

- 1. Short Bio.



City of Chipley

1442 Jackson Avenue

Post Office Box 1007

Chipley, Florida 32428

(850) 638-6350 Fax: (850) 638-6318

To: Mayor and Council Members

From: Patrice A. Tanner, City Administrator

Date: June 6, 2024

Re: Affirmation of Finance Director

Ms. Mary Jan Bossert comes to us with 16 years of Finance and Government experience, with just under 13 years of experience being with the City of Chipley. In her years of government finance, she actively collaborated with the management team in driving projects, administrative operations, scheduling to meet critical timelines, specifications and goals. Mrs. Bossert effectively handled human resources and payroll functions, as well as assisting the Finance Office with multiple financial responsibilities, to include tax revenues, general ledger account balancing, financial reporting as well as other financial duties. Ms. Bossert has also been a compliance officer managing a team of people and running her own real estate transaction business. However, her passion has always been government, so she is very happy to be returning to work with the City.

As City Administrator of the City of Chipley I believe in nothing less than having an extraordinary team in place to accomplish the goals and objectives we need to accomplish in order to keep our City moving in a positive direction, and I believe Ms. Mary Jan Bossert will be an incredible addition to our TEAM.

Thank you.

CITY OF CHIPLEY
STAFF REPORT

SUBJECT: Affirmation of Police Chief Position

MEETING DATE	PREPARED BY
Tuesday, June 11, 2024	Patrice Tanner, City Administrator

SUMMARY
City Code Section 2-64 (1) states the City Administrator shall nominate all city department heads for confirmation by the city council.

RECOMMENDATION
City Staff recommend approval of Affirmation of Police Chief Position.

ATTACHMENTS

1. Short Bio.



City of Chipley

1442 Jackson Avenue

Post Office Box 1007

Chipley, Florida 32428

(850) 638-6350 Fax: (850) 638-6318

To: Mayor and Council Members

From: Patrice A. Tanner, City Administrator

Date: June 6, 2024

Re: Affirmation of Police Chief

Mr. Michael D. Richter comes to us with 15 years of Law Enforcement experience, with just under 13 years of his experience being with the City of Chipley. In his years of law enforcement, he has demonstrated a history of developing new ideas to combat problematic issues and streamline procedures. He has also demonstrated the ability to take charge and manage conditions with no supervision. Mr. Richter is dedicated, flexible and knowledgeable, and is able to adjust to changing environments and job functions with little to no notice. He has shown a knowledge in the application of criminal law and procedure. He encourages officer participation in a team environment, and he has demonstrated dedication to the department in accomplishing department set goals.

As City Administrator of the City of Chipley I believe in nothing less than having an extraordinary team in place to accomplish the goals and objectives we need to accomplish in order to keep our City moving in a positive direction, and I believe Mr. Michael Richter will be a tremendous addition to our TEAM.

Thank you.

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Employee Classification Document – Changes

MEETING DATE	PREPARED BY
Tuesday, June 11, 2024	Patrice Tanner, City Administrator

SUMMARY

This will approve changes to the Employee Classification Document changing the Project Manager to a Grants Specialist in the Administration Department; and changing the Lieutenant position to a Captain in the Police Department. These changes better identify the positions in these departments.

RECOMMENDATION

City Staff recommend approval of Employee Classification Document – Changes.

ATTACHMENTS

1. Employee Classification Document Memo.



City of Chipley

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

To: Mayor and Council Members

From: Patrice A. Tanner, City Administrator

Date: June 4, 2024

Re: Employee Classification Document – Changes

The following position, upon approval, will be changed on the Employee Classification Document:

Title	Position ID	Pay Grade Authorized	Employee Status	FLSA Status
Project Manager	204	K	FTR	NE
TO Grants Specialist	204	K	FTR	NE

The following position, upon approval, will be changed on the Employee Classification Document:

Title	Position ID	Pay Grade Authorized	Employee Status	FLSA Status
Lieutenant	401	S13	FTR	E
TO Captain	401	S13	FTR	E

Please let me know if you have any questions.

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Special Event Application – Annual July 4th Community Fun Day – Southern Splash & Dash

MEETING DATEPREPARED BY

Tuesday, June 11, 2024Patrice Tanner, City Administrator

SUMMARY

The Annual July 4th Community Fun Day will be held on Thursday, July 4, 2024, from 3:00 p.m. – 10:00 p.m. at the former T.J. Roulhac field. A road closure is requested for Deermont Circle during the event.

RECOMMENDATION

City Staff recommend approval of the Special Event Application for the Annual July 4th Community Fun Day.

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: Miken Hooks / Southern Splash & Dash

Address: 703 Sundar Rd. Chipley FL 32428

Contact person: Miken Hooks Phone: (850) 849-1872 Fax: _____

E-mail: _____

Type of Event: Annual July 4th Community Fun Day

Purpose of Event: Community Fun Day

Location of Event: Former T.J. Routhac Field Indoors/Outdoors

Date(s) & Time(s) of Event: July 4, 2024 Start: 3:00 p.m. End: 10:00 p.m.

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

Concert Yes ☒ No ☐ If yes, What type of music? _____

Will food and nonalcoholic beverages be sold? Yes

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: 200

Are security and/or medical services provided? Yes, Security

Applicant Signature: [Signature] Date: 6-2-24

Approved { } Denied { }

Mayor's Signature: _____ Date: _____

RELEASE AND HOLD HARMLESS AGREEMENT

FOR THE SOLE CONSIDERATION OF the City of Chipley granting permission for the undersigned to conduct a July 4th Fun Day 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 _____ day of _____, 20 ____.

FIRM OR ORGANIZATION: Southern Splash & Dash

Mik Hooks Signature Miken Hooks Print Name

Witness Witness

Print Name Print Name

STATE OF FLORIDA
COUNTY OF WASHINGTON

The foregoing instrument was acknowledged before me by _____, 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 _____ day of _____, 20 ____.

Notary Public



City of Chipley

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



Section G, Item 7.

Request for Temporary Closure of City Road/Sidewalk/Alleyway

Name of Organization: Southern Splash + Dash		Person in Charge: Mike Hooks		Date: 6/2/2024
Address of Organization: 1346 Jackson Ave Chipley FL 32428			Telephone Number: (850) 849-1872	
Title of Event: July 4th Community Fun Day				
Date of Event: July 4, 2024	Starting Time of Event: 3:00 p.m.	Duration of Event: 6 hrs.	Actual Closing Time (Set up of barriers, Etc.) 3:00 p.m.	
Proposed Parade Route or Road/Sidewalk/Alleyway Closure (Include Exact Road Names and Map of Route): Deermont Circle				
This section is to be completed when closure is for special event filming. Liability Insurance Carrier: _____ Policy Effective Date: _____ Coverage Amount: _____ (\$1,000,000 Minimum) Length of Coverage: _____ Days Licenses Pyrotechnics Operator: _____ License Number: _____ Approval of Local Fire Department: _____ Federal Aviation Administration Approval for Low Flying Filming: _____ Additional Liability Insurance Amount: _____ PLEASE DO NOT WRITE BELOW THIS LINE				
Detour Route (Include Exact Road Names and Map of Detour Route): 				
Name of Department Responsible for Traffic Control (City Police Department, Sheriff's Department, Highway Patrol): Chipley City Police Department				
Special Conditions: Use this route only!				
Name of Police Chief: Scott Thompson		Signature of Police Chief:		Date Signed:
Name and Title of City Official: Patrice Tanner, City Administrator		Signature of City Official:		Date Signed:



CERTIFICATE OF LIABILITY INSURANCE

Section G, Item 7.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER East Main Street Insurance Services, Inc. Will Maddux PO Box 1298 Grass Valley CA 95945		CONTACT NAME: Will Maddux PHONE (A/C, No. Ext): (530) 477-6521 E-MAIL ADDRESS: info@theeventhelper.com FAX (A/C, No):	
INSURED Southern Splash and Dash LLC c/o Miken Hooks 1346 Jackson Ave Chipley FL 32428		INSURER(S) AFFORDING COVERAGE INSURER A: Lloyds Syndicate 2623 INSURER B: Lloyds Syndicate 623 INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # AA-1128623 AA-1126623	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR Host Liquor Liability Retail Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	EH-771324-L3697279	07/04/2024	07/05/2024	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
	GENERAL AGGREGATE \$ 2,000,000						
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							Deductible \$ 1,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	E.L. EACH ACCIDENT \$						
	E.L. DISEASE - EA EMPLOYEE \$						
	E.L. DISEASE - POLICY LIMIT \$						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder listed below is named as additional insured per attached CG 20 26 04 13. Attendance: 200, Event Type: Country Festivals and Fairs - No Rides. Policy includes a 36 month Extended Reporting Period. Damage to Premises Rented (Other than Fire) included in the Each Occurrence Limit shown above.

CERTIFICATE HOLDER**CANCELLATION**

1442 W Jackson Ave Chipley FL 32428	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Section G, Item 7.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

Name of Additional Insured Person(s) or Organization(s):

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. in the performance of your ongoing operations; or
2. in connection with your premises owned by or rented to you.

However:

1. the insurance afforded to such additional insured only applies to the extent permitted by law; and
2. if coverage provided to the Additional Insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these Additional Insureds, the following is added to **SECTION III - LIMITS OF INSURANCE**:

If coverage provided to the Additional Insured is required by a contract or agreement, the most we will pay on behalf of the Additional Insured is the amount of insurance:

1. required by the contract or agreement; or
2. available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Special Event Application – DiscoverLife Church – Free Community Summer Event

MEETING DATE	PREPARED BY
Tuesday, June 11, 2024	Patrice Tanner, City Administrator

SUMMARY

The Free Community Summer Event is to give back to the community by offering a free event featuring waterslides, snow cones, food and refreshments for everyone. This event will be held on Friday, July 19, 2024, from 5:30 p.m. – 7:30 p.m. at Jim Trawick Park.

RECOMMENDATION

City Staff recommend approval of the Special Event Application for the Free Community Summer Event.

ATTACHMENTS

- 1. Special Event Application.
- 2. Event Insurance Quote.



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: DiscoverLife Church

Address: 3493 Washington Street, Chipley, FL 32428

Contact person: Brandon Ward Phone: (850) 890-1524 Fax: _____

E-mail: Brandon@warhill.com

Type of Event: Free Community Summer Event

Purpose of Event: We aim to give back to the community by offering a free event featuring waterslides, snow cones, food, and refreshments for everyone to enjoy.

Location of Event: Jim Trawick Park (Outdoors) Indoors/Outdoors

Date(s) & Time(s) of Event: July 19th, 5:30 PM-7:30 PM

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

Concert Yes ☒ No ☐ If yes, What type of music? _____

Will food and nonalcoholic beverages be sold? No but free sodas and hot dogs will be given

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? _____

Number of participants anticipated per day: 500 people

Are security and/or medical services provided? No.

Applicant Signature: Brandon Ward Date: 5/31/24

Approved { } Denied { }

Mayor's Signature: _____ Date: _____

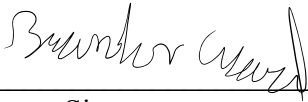
RELEASE AND HOLD HARMLESS AGREEMENT

FOR THE SOLE CONSIDERATION OF the City of Chipley granting permission for the undersigned to conduct a _____ 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 _____ day of _____, 20 ____.

FIRM OR ORGANIZATION: _____

 _____ Signature	Brandon Ward _____ Print Name
---	-------------------------------------

_____ Witness	_____ Witness
------------------	------------------

_____ Print Name	_____ Print Name
---------------------	---------------------

STATE OF FLORIDA
COUNTY OF WASHINGTON

The foregoing instrument was acknowledged before me by _____, 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 _____ day of _____, 20 ____.

Notary Public

Event Insurance Price Quote

Special Event Coverage

[Click Here to Edit or Purchase](#)

Quote# **1161877** | Prepared On **05/31/2024**

COVERAGE DETAILS

Quote Estimate Prepared For

Brandon Ward
3493 Washington Street,
Chipley, FL 32428
850-890-1524
Brandon@warhill.com

Event Details

Coverage Type: Liability Insurance
Event/Vendor Type: Festival
Event Location: FL
Number of Attendees: 500
Event Start Date: 07/19/2024
Event End Date: 07/19/2024

Special Event Liability Insurance

Special Event Liability Coverage: Yes
Liquor Coverage: None
Liability Coverage Limits: \$1,000,000/\$2,000,000
Medical Payments Limits: \$1,000
Damage to Rented Premises Limits: \$100,000

Event Cancellation Insurance

Cancellation or Postponement Coverage: No

Eligibility Questions

Will your event involve camping, overnight stays or go past 2AM:
Will the event feature bounce houses, inflatables, fireworks, pyrotechnics or attendees coming into contact with live animals:
Will the event feature any of the following:
Trampolines, rock climbing walls, roller coasters, amusement devices, carnival rides, bungee jumping, hang gliding, skydiving, parachuting, parasailing, hot air balloon rides, aircrafts, motorsports, skateboarding, skiing, temporary structures, haunted houses, water activities/open water exposures, water slides, overnight activities.
Firearms, knives or weapons of any kind, Cannabis/CBD/Hemp, open flames (candles and sparklers excluded).
Musical performance with the following genres: Electronic Dance, Heavy Metal, High Profile Performer, Hip Hop, Punk Rock, Rap or Rock.
Golf carts transporting attendees.
Is the event a protest, rally, march and/or include any high-profile attendees:
Will the event be held at a private residence:
Has there ever been a loss or claim at this event before:

Event Location / Additional Insured Information

Event Location

FL

QUOTE# 1161877

Special Event Liability Insurance \$262.60
State Tax \$7.88
SEPA Fee \$60.40

AMOUNT DUE \$330.88

COVERAGE LIMITS

Carrier	Houston Casualty Company
Deductible	\$0
<u>Special Event Liability Insurance</u>	
Each Occurrence	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Products Aggregate	\$1,000,000
General Aggregate	\$2,000,000
Medical Payments	\$1,000
Damage to Rented Premises	\$100,000
Liquor Liability	Not Included
Additional Insured(s)	Included
Waiver of Subrogation	Not Included
Primary & Non-Contributory Wording	Not Included

#1 FOR EVENT INSURANCE

Backed by Highly Rated Insurance Carriers - This policy is insured by Houston Casualty Company.

JULY 19TH
JIM TRAWICK PARK

FREE
SUMMER
EVENT

HOSTED BY
DISCOVERLIFE CHURCH

ACTIVITIES

WATER SLIDES, FOOD,
REFRESHMENTS &
SNOW CONES!

TIME: 5:30 PM- 7:30 PM

JIM TRAWICK PARK
1544 N RAILROAD AVE,
CHIPLEY, FL 32428



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

Section G, Item 8.

4

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Reed Sprague, Agent/Producer Hallmark Insurance & Risk Mgmt. Solutions, Inc. P.O. 16279 6125-A Heritage Park Dr. Chattanooga TN 37416	CONTACT NAME: Reed Sprague PHONE (A/C, No, Ext): 706-877-3190 E-MAIL ADDRESS: reed@hallmarkinsure.com FAX (A/C, No): 706-623-6688
INSURED War Hill Christian Fellowship, Inc. 8847 Hwy. 53 E Dawsonville GA 30534	INSURER(S) AFFORDING COVERAGE INSURER A: Brotherhood Mutual Insurance Co. NAIC # 13528 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		10MRA76079	04/13/2024	04/13/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Contractual Liab. \$ 1,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			10A5A0475713	04/13/2024	04/13/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Incl. \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X		10MRA0476079	04/13/2024	04/13/2025	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	10W5A0475705	04/13/2024	04/13/2025	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	H&NOA is included in the property & liability policy, not in the CA policy	X		10MRA76079	04/13/2024	04/13/2025	\$1,000,000/\$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

- War Hill's insurance policy 10MRA76079 includes coverage for special events/inflatables liability.
- On July 19, 2024, from 5:30 PM - 7:30 PM, War Hill will hold a special event on Certificate Holder's property located at: Jim Trawick Park, 1544 N. Railroad Ave., Chipley Fla. 32428

CERTIFICATE HOLDER

CANCELLATION

City of Chipley
1442 Jackson Ave.

Chipley

FL 32428

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Reed Sprague, Agent/Producer | Date Signed: June 8, 2024

ACORD 25 (2014/01)

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CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Special Event Application - Early Learning Coalition of Northwest Florida (ELCNWF) - Outdoor Children's Art Festival - Tami Valdez.

MEETING DATEPREPARED BY

Tuesday, June 11, 2024Patrice Tanner, City Administrator

SUMMARY

ArtKiDoo in the Park will be an outdoor festival for families with children ages birth – 12 years. The focus will be on Children and the Arts. This event will be held on Saturday, October 12, 2024, from 11:00 a.m. – 2:00 p.m. at Shiver’s Park.

RECOMMENDATION

City Staff recommend approval of the Special Event Application for the Outdoor Children’s Art Festival.

ATTACHMENTS

1. Special Event Application.



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: Early Learning Coalition of Northwest Florida (ELCNWF)

Address: 4636 US-90, Suite P, Marianna, FL 32446

Contact person: Tami Valdez Phone: 850-625-8882 Fax: 850-757-5450

E-mail: Tami.Valdez@elcnwf.org

Type of Event: Outdoor Children's Art Festival

Purpose of Event: To provide a free, outdoor festival targeted to families with children

ages birth-12 years old. The focus will be on Children and the Arts.

ArtKidDoo in the Park

Location of Event: Shivers Park Indoors/Outdoors

Date(s) & Time(s) of Event: October 12, 2024 11⁰⁰ am - 2⁰⁰ pm

Amount of Liability Insurance: 1,000,000.00 (attach copy of policy)

Concert Yes/No If yes, What type of music? We may have a dj, if permissable.

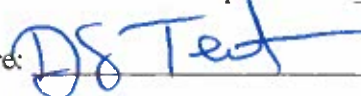
Will food and nonalcoholic beverages be sold? We are hoping to get all food donated.

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: 700

Are security and/or medical services provided? If required.

Applicant Signature:  Date: _____

Approved { } Denied { }

Mayor's Signature: _____ Date: _____

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Reappointment of Chipley Housing Authority Commissioner – Curtis Carter

MEETING DATE

Tuesday, June 11, 2024

PREPARED BY

Patrice Tanner, City Administrator

SUMMARY

This will reappoint Mr. Curtis Carter to the Chipley Housing Authority for a four-year term ending on June 30, 2028.

RECOMMENDATION

City Staff recommend approval of reappointment of Mr. Curtis Carter.

ATTACHMENTS

1. Letter

CHIPLEY HOUSING AUTHORITY
1370 OLD BONIFAY ROAD
P. O. BOX 388
CHIPLEY, FLORIDA 32428-0388
TELEPHONE (850) 638-0134
FAX (850) 638-9119

Section G, Item 10.

COMMISSIONERS
WANDA OWENS – CHAIRMAN
CURTIS CARTER – VICE CHAIRMAN
LENDIA JUSTICE
MARY GREENE

EXECUTIVE DIRECTOR
TARA FINCH

ADMINISTRATIVE ASSISTANT
TABITHA ADAMS

FAIR HOUSING AND EQUAL OPPORTUNITY

June 6, 2024

Ms. Tracy Andrews, Mayor
City of Chipley
P.O. Box 1007
Chipley, Florida 32428

RE: Commissioner Appointment to Chipley Housing Authority

Dear Mayor Andrews:

This letter is to notify you that Mr. Curtis Carter's term expires June 30, 2024. I have spoken with Mr. Carter and he wishes to continue serving for another 4 years. I respectfully request that you make this appointment with approval of the City Council members at the next scheduled City Council Meeting. The four-year term will be July 1, 2024 through June 30, 2028.

Thank you in advance for your assistance. If you have any questions, do not hesitate to call me at 638-0134.

Sincerely,



Tara Finch
Executive Director

Cc: Patrice Tanner, City Administrator
Mr. Curtis Carter

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Ordinance No. 983 (Public Hearing) – Amendment to the Future Land Use Map

MEETING DATE	PREPARED BY
Tuesday, June 11, 2024	Patrice Tanner, City Administrator

SUMMARY

This Ordinance, if approved, will amend 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.

RECOMMENDATION

City Staff recommend approval of the final reading of Ordinance No. 983.

- ATTACHMENTS
- 1. Ordinance No. 983.
 - 2. Exhibit A.

ORDINANCE NO. 983

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 983. 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. 00000000-00-2698-0001 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 9th day of April, 2024, and **PASSED** at a Regular meeting of the City Council of the City of Chipley, Florida, held at City Hall on the 14th day of May, 2024.

CITY OF CHIPLEY

Tracy L. Andrews, Mayor

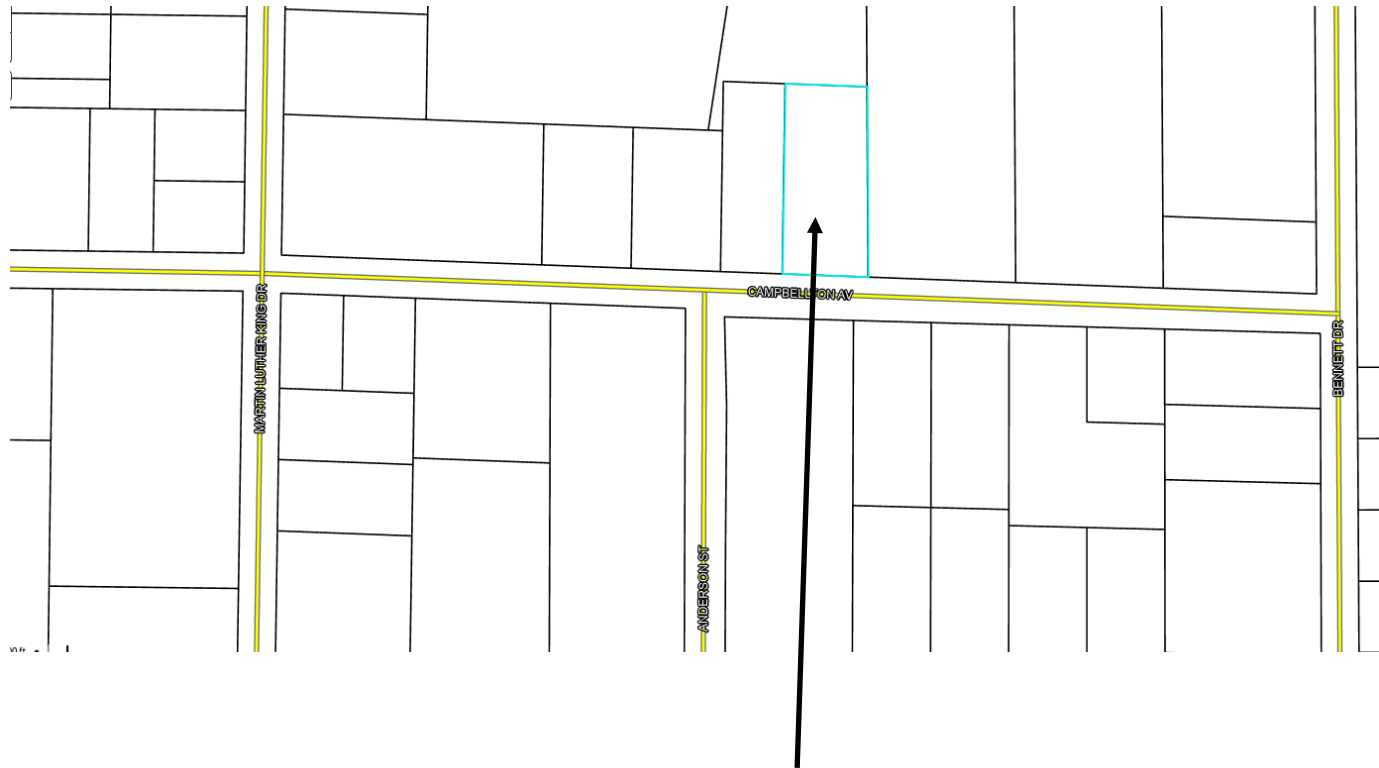
ATTEST:

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: Ordinance No. 984 (Public Hearing) – Amendment to Chapter 2, Administration

MEETING DATE	PREPARED BY
Tuesday, June 11, 2024	Patrice Tanner, City Administrator

SUMMARY

This Ordinance, if approved, will amend Chapter 2 – Administration to change the time of the regular council meeting from 6:00 p.m. to 5:00 p.m. on the second Tuesday of each month.

RECOMMENDATION

City Staff recommend approval of the final reading of Ordinance No. 984.

ATTACHMENTS

- 1. Ordinance No. 984.

ORDINANCE NO. 984**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHIPLEY, FLORIDA AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE II. CITY COUNCIL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, pursuant to Article VIII of the Constitution of the State of Florida and Chapter 166, Florida Statutes, the City Council of the City of Chipley is vested with the authority to adopt this Ordinance; and

WHEREAS, the city has found it necessary to change the time of the regularly scheduled monthly meeting.

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

Section 2. Chapter 33(a). Procedures of the Code of the City of Chipley is hereby amended, as follows (additions are shown by underline and deletions are shown by strikethrough):

ARTICLE II. CITY COUNCIL**Sec 2-33. Procedures****(a) Meetings.**

The council shall hold its regular meetings at ~~65~~:00 p.m. on the second Tuesday in each month; provided, however, that if the second Tuesday of the month is a legal holiday, the regular meeting shall be held at a time and date as the council may prescribe. Special meetings may be held on the call of the mayor or any member of the council.

Section 3. Severability. It is declared to be the intent of the City Council that, if any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 4. Conflicts. This action supersedes all codes and ordinances of the City, or parts of, in conflict with this ordinance, to the extent of the conflict. The provisions of the Code of Ordinances of the City of Chipley shall be amended to include the foregoing, with the Chapter and Section number as indicated above.

Section 5. Effective Date. This ordinance shall become effective immediately upon its passage and adoption.

INTRODUCED on first reading in the City Council on June 11, 2024.

PASSED after second reading by the City Council on July 9, 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

DRAFT

CITY OF CHIPLEY
STAFF REPORT

SUBJECT: Ordinance No. 985 (First Reading) – Election Referendum

MEETING DATE	PREPARED BY
Tuesday, June 11, 2024	Patrice Tanner, City Administrator

SUMMARY
This Ordinance, if approved, 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.

RECOMMENDATION
City Staff recommend approval of First Reading of Ordinance No. 985.

ATTACHMENTS

1. Ordinance No. 985.

**CITY OF CHIPLEY
NOTICE OF REFERENDUM**

ORDINANCE NO. 985

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.

WHEREAS, the governing body of a municipality may, by ordinance, submit a proposed amendment to its charter to the electors of the municipality; and

WHEREAS, the City Council of the City of Chipley deems it advisable to amend the City Charter to provide: (i) that the terms of office of the city council members be changed from two (2) years to four (4) years; and (ii) that, to implement such amendment, (a) the terms of office of the council members for Wards 1 and 4 and the At-Large council member, whose terms begin on ****, shall expire ****, and (b) the terms of office of the two council members whose terms are due to expire September 2025 (council members for Wards 2 and 3) shall be extended by one additional year and shall expire September 2026;

NOW, THEREFORE, THE CITY OF CHIPLEY HEREBY ORDAINS:

Section 1. Section 2-28 of the Charter of the City of Chipley is hereby amended as follows:

Sec. 2-28 - Elections and terms.

~~The regular election of city council members shall be held each year in the manner provided in chapter 12. Terms of office for council members shall be two years. Three council members shall be elected in every even-numbered year and two council members shall be elected in every odd-numbered year.~~

~~(Code 1987, § 2-7; Ord. No. 789, § 4, 10-13-1998)~~

(a) Regular elections. The regular election shall be held in the manner provided in chapter 12 each year in which the term of a city council member expires.

(b) The terms of office beginning on ***, 2024 (council members for Wards 1, 4, and At-Large), shall be four years, and, for transition purposes, the two current council members elected at the

regular election in 2023 (council members for Wards 2 and 3) shall have their current terms of office extended by one additional year and such terms shall now expire on ***.

Section 2. The City Charter amendment proposed by this ordinance shall be submitted to the electors of the City of Chipley at the regular election of September **, 2024, and shall be deemed adopted upon the favorable vote of a majority of the City electors voting at that time upon the following question:

Referendum Question No. 1
Charter Amendment – Length of Terms

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

Shall the Charter amendment be adopted?

YES ___
NO ___

Section 3. In the event of adoption by the electorate as provided herein, the City Clerk shall forthwith incorporate the amendment into the City Charter by preparing a true copy of Section 2-28 and shall file the revised articles by mail with the Florida Department of State.

Section 4. The City Clerk shall cause this ordinance to be published once in the fifth week and once in the third week immediately prior to the regular election on September **, 2024.

Section 5. If any section, subsection, clause, or provision of this ordinance is held invalid, the remainder shall not be affected by such invalidity.

Section 6. All Charter provisions or parts of Charter provisions, ordinances, and Resolutions, or parts of ordinances and resolutions, in conflict herewith shall be and hereby are repealed.

Section 7. This ordinance shall take effect immediately upon adoption. The Charter Amendment shall take effect upon approval by a majority of the electors as provided in Section 2 hereof.

INTRODUCED on first reading in the City Council on June 11, 2024.

PASSED after second reading by the City Council on _____, 2024.

CITY OF CHIPLEY, FLORIDA

Tracy L. Andrews, Mayor

ATTEST:

Sherry Snell, City Clerk

APPROVED AS TO LEGAL FORM:

Michelle Blankenship Jordan
City Attorney

CITY OF CHIPLEY
STAFF REPORT

SUBJECT: Resolution No. 24-31 – DOJ Body Worn Cameras

MEETING DATE	PREPARED BY
Tuesday, June 11, 2024	Patrice Tanner, City Administrator

SUMMARY

This resolution will approve the submittal of an application to the Department of Justice for the BJA FY24 Body-Worn Camera Policy and Implementation Program to Support Law Enforcement Agencies. This grant application is for ten (10) body worn cameras to replace the current body worn cameras which are at the end of their life cycle. The application is in the amount of \$11,050.00.

RECOMMENDATION

City Staff recommend approval of Resolution No. 24-31.

ATTACHMENTS

- 1. Resolution No. 24-31.

RESOLUTION NO. 24-31

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHIPLEY, FLORIDA AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE DEPARTMENT OF JUSTICE FOR THE FISCAL YEAR 24 BODY WORN CAMERA POLICY AND IMPLEMENTATION PROGRAM TO SUPPORT LAW ENFORCEMENT AGENCIES.

WHEREAS, the City of Chipley desires to submit an application to the Department of Justice for the BJA FY24 Body-Worn Camera Policy and Implementation Program to Support Law Enforcement Agencies; and

WHEREAS, the grant application is for ten (10) body worn cameras to support demonstration projects that advance digital evidence management, leveraging body worn cameras digital footage to promote evidence-based and procedurally just practices in agencies with established body worn camera programs; and

WHEREAS, the Chipley Police Department recognizes the need to replace their current body worn cameras which are at the end of their life cycle; and

WHEREAS, the Objectives are to use body worn cameras as indispensable tools, that when strategically implemented, can be integrated as part of a jurisdiction’s holistic problem-solving and community engagement strategy, helping to increase both trust and communication between the police and the communities they serve.

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

1. The City of Chipley hereby authorizes the filing of an application for ten (10) Body Worn Cameras in the amount of \$11,050.00.
2. That the Mayor and/or City Administrator is hereby authorized to execute all documents required in connection with the filing of said application.
3. A certified copy of this Resolution be forwarded to the DOJ along with the application.

PASSED AND ADOPTED THIS 11TH DAY OF JUNE, 2024.

CITY OF CHIPLEY

ATTEST:

Tracy L. Andrews, Mayor

Sherry Snell,
City Clerk

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Request for a Variance and Amended Development Order– 684 7th Street – Wolfpack Alliance, LLC

MEETING DATEPREPARED BY

Tuesday, June 11, 2024Tamara Donjuan, Planning & Zoning Officer

SUMMARY

A variance is needed to allow alcoholic beverages sales for the property located at 684 7th Street, Parcel ID: 00-1430-0000. The amended development order will reflect the correct type of development as an entertainment establishment. This property is located in the Historic Commercial District with an overlay of the Corridor Development District and Entertainment District.

Chapter 4, Alcoholic Beverages, Article II.-Establishments, Sec. 4-29 Location restricted; proximity to churches, public parks, residential dwellings, and schools; distance locations for bottle clubs, private clubs, and entertainment establishments; restrictions for established businesses. (3) *Distance locations for bottle clubs, private clubs, and entertainment establishments.* It is unlawful for any licensed alcoholic beverage bottle club, private club, or entertainment establishment to operate, barter, sell, give away, exchange or otherwise dispose of in the nature of a gift or exchange alcoholic and intoxicating liquors for consumption on the premises where sold, bartered, exchanged, given away or disposed of within 1,000 feet of any church, public park, residence or school. The distance shall be determined by measuring a radius from the main public entrance of the place or establishment. If any portion of a parcel of land in use as a church, public park, residence or school facility lies within such radius, then the church, public park, residence or school shall be deemed to be within such distance. This provision shall not apply to brewpubs, micro-breweries, micro-distilleries, micro-wineries or event venues.

Granting of the variance will be in harmony with the general intent and purpose of the Code and that such variance will not be injurious to the surrounding area. The variance granted is the minimum that will make possible the reasonable use of the new development as an entertainment establishment.

RECOMMENDATION

City Staff recommends approval of the variance and amended development order to promote the growth and success of the downtown area with offering additional entertainment to our community.

ATTACHMENTS

1. Variance Request Packet

2. Affidavit of Mailing

3. Entertainment District Ordinance

The Planning & Zoning Commission voted 2 ayes and 1 naye, with one abstaining from voting.



ZONING CHANGE OR VARIANCE REQUEST OR SPECIAL EXCEPTION

FEE: \$150.00

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

Date 05/03/2024 Applicant's Name Wolf Pack Alliance , LLC

Phone 503-572-4721 Address 6420 NW Lambert LN Camas WA 98607

  05/03/2024
Signature of Applicant Date

ADDRESS OR DESCRIPTION OF PROPERTY TO BE CONSIDERED: 684 7th ST. Chipley , FL

TYPE OF REQUEST: Zoning Change (O) Variance (C)

REASON FOR REQUEST: Obtain a liquor license for Chipley Station.

SUPPORTING DOCUMENT(S): _____

ZONING BOARD USE ONLY

DECISION OF ZONING BOARD: _____

Signature of Board Chairman Date

PERSON TO BE NOTIFIED OF BOARD DECISION: _____

Address: _____ Phone # _____

ORDINANCE NO. 979

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHIPLEY, FLORIDA AMENDING CHAPTER 10, ARTICLE III OF THE CODE OF ORDINANCES TO ESTABLISH A DOWNTOWN ENTERTAINMENT DISTRICT, PROVIDING FOR A LEGAL DESCRIPTION OF THE DISTRICT; PROVIDING FOR DEFINITIONS; PROVIDING FOR RULES FOR OUTSIDE CONSUMPTION OF ALCOHOLIC BEVERAGES WITHIN THE DISTRICT; PROVIDING FOR PERMITTING FOR SPECIAL EVENTS; PROVIDING FOR EMERGENCY SERVICES REQUIREMENTS FOR PERMITTED SPECIAL EVENTS; PROVIDING FOR HOURS OF MUSIC AND ENTERTAINMENT; AMENDING CHAPTER 4, ALCOHOLIC BEVERAGES, TO PROVIDE CERTAIN EXEMPTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Article VIII of the Constitution of the State of Florida and Chapter 166, Florida Statutes, the City Council of the City of Chipley is vested with the authority to adopt this Ordinance; and

WHEREAS, the concept of local sustainability and a desire for an economically healthy Downtown has inspired the City to search for programs to attract more visitors to the area to ensure the long-term viability of the City's Downtown business area; and

WHEREAS, many communities around the country have been exploring the allowance of outside alcoholic beverage consumption as an engine for downtown revitalization; and

WHEREAS, the City Council desires to improve walkability between businesses and downtown events where customers stay in the area longer and move from business to business; and

WHEREAS, the City Council desires to increase activity within the new Entertainment District to promote district-wide and site-specific events; and

WHEREAS, the City Council desires to foster a mutually beneficial relationship among downtown merchants; and

WHEREAS, the City Council encourages private development of entertainment facilities which will enhance and complement the use of existing public facilities; and

WHEREAS, the City Council proposed the creation of an Entertainment District; and

WHEREAS, the City Council finds that this Ordinance is consistent with the Comprehensive Plan of the City of Chipley; and

WHEREAS, the City Council finds that the adoption of this Ordinance will be in the best interest of the citizens of the City of Chipley.

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

Section 1. Chapter 10 of the Code of the City of Chipley is hereby amended, to provide for the addition of Section 10-24, as follows (additions are shown by underline and deletions are shown by strikethrough) to add authorizing provisions regarding the purpose and intent of the article:

Sec. 10-24. Purpose.

The purpose of this article is to encourage the location of entertainment, retail and restaurant uses within a limited defined area of the city hereafter referred to as the entertainment district. The regulations within this article create an opportunity to offer a variety of amenities to the public in a convenient physical location that will promote pedestrian use with an attendant decrease in vehicular traffic, provide for more efficient and effective public safety enforcement in a defined area, foster a mutual relationship among downtown merchants and property owners, and encourage private development of entertainment facilities which enhance and complement the use of the public facilities.

Section 2. Chapter 10 of the Code of the City of Chipley is hereby amended, to provide for the addition of Section 10-25, as follows (additions are shown by underline and deletions are shown by strikethrough) to provide for district boundaries:

Sec. 10-25. District boundaries.

The Entertainment District shall mean an area described in the attached Exhibit "A" of this ordinance and shall be generally described as the area depicted on the aerial map attached to this ordinance as Exhibit "B."

Section 3. Chapter 10 of the Code of the City of Chipley is hereby amended, to provide for the addition of Section 10-26, as follows (additions are shown by underline and deletions are shown by strikethrough) to provide for definitions:

Sec. 10-26. Definitions.

As used in this division, the term:

Alcoholic Beverages means beer, wine, and liquor, or any beverage containing any of the foregoing.

Approved Container means a clear plastic cup containing the City's approved design; for the consumption of alcoholic beverages within the boundaries of the District. Such open container may not exceed sixteen (16) fluid ounces in size.

District means the Entertainment District as set forth in section 10-25.

Event means all events held for the purpose of attracting an influx of visitors that occur one time and/or re-occur within the District that are outside the normal day-to-day business operation of the entities within the District.

Outside means all sidewalks, streets, alleyways, and designated street crossing paths within the District.

Registered Establishment means a State-licensed alcoholic beverage dispensing establishment within the District who registered with the City to serve alcoholic beverages for outside consumption.

Section 4. Chapter 10 of the Code of the City of Chipley is hereby amended, to provide for the addition of Section 10-27, as follows (additions are shown by underline and deletions are shown by strikethrough) to provide for regulations for Outside Consumption within the District:

Sec. 10-27. Outside consumption in the District.

District possession/consumption hours. Possession/consumption of any alcoholic beverages dispensed or sold by a registered establishment is authorized within the boundaries of the District, Mondays to Saturdays, from 11 am to 11 pm. Extended hours of consumption for city or city-sponsored events may be granted with prior approval by the City Administrator and/or designee.

Outside drink limit. Any registered establishment licensed to dispense or sell alcoholic beverages by the drink for consumption on the premises is authorized to dispense an alcoholic beverage in an approved container for removal from the premises, as specified in this article. No establishment shall dispense to any person, under the legal age of alcohol drinking, as provided by law, more than one such alcoholic beverage at a time for removal from the premises. No person shall remove at one time more than one such alcoholic beverages from the licensed premises.

Drinking from a bottle, aluminum, or glass container is prohibited. It shall be unlawful for any person to drink alcoholic beverages from an unapproved container, or to possess in an open aluminum or glass container any alcoholic beverage on the streets, sidewalks, rights-of-way, and parking lots, whether private or public, except as authorized and approved as outdoor dining.

Entertainment District Event Permit shall be required for events in the Entertainment District as required and approved by the City. Events are those as set forth under Sec. 10-28. Outside consumption shall be permitted as stated in these regulations for those events.

Section 5. Chapter 10 of the Code of the City of Chipley is hereby amended, to provide for the addition of Section 10-28, as follows (additions are shown by underline and deletions are shown by strikethrough) to provide for Permitting for District Events.

Sec. 10-28. Entertainment District Event Permit.

- a) All events held within the District require an Entertainment District Event Permit in accordance with the provisions of this article, unless expressly exempted. No event organizer required by this article to obtain an

- Entertainment District Event Permit shall advertise, engage in, participate in, aid, form, or start any special event prior to obtaining an Entertainment District Event Permit from the City of Chipley.
- b) The organizers of any re-occurring events are to renew permitting documentation upon passage of a calendar year since the date of the initial permit approval or once twelve (12) re-occurrences of the event have taken place, whichever comes first.
 - c) The City Administrator or his/her designee shall review the application and provide approval or denial. City Departments have the opportunity to comment on the application and provide their recommendation to the City Administrator or his/her designee.
 - d) The City of Chipley, including all Departments within, is exempt from the Entertainment District Event Permit process.
 - e) The issuance of an Entertainment District Event Permit by the City of Chipley shall not relieve any person from the duty to secure any other permits or approvals as may be required by the City's Code of Ordinances to include, but not be limited to, a Business Tax Receipt, street closure authorization, or other permits/authorizations.
 - f) Filing period. A complete application with all required documents for a special event permit shall be filed with the City Administrator or his/her designee not more than 180 days before, and not less than 45 calendar days before the date and time at which it is proposed to commence the event. The City Administrator may waive the minimum 45-day filing period and accept an application filed within a shorter period if the City of Chipley or designee determines that such waiver will not present a hazard to the public safety because of the reduced amount of time available to fully process the application after due consideration of the date, time, place, and nature of the event, the anticipated number of participants, and the necessity for the amount of City services that will be required in connection therewith.
 - g) Contents. The application shall, at a minimum, state the following:
 - a. The name of the event organizer, sponsor, or responsible person or entity.
 - b. The mailing address, email address, and telephone number of the event organizer, sponsor, or responsible person or entity.
 - c. The name, address, and telephone number of the headquarters of an organization and of the authorized and responsible heads of such organization if the event is to be conducted for, on behalf of, or by such organization.
 - d. The specific location(s) of the proposed event.
 - e. The date of the event and the hours of operation.
 - f. The approximate number of spectators and or participants present or participating in the event.

- g. A designation of any public facilities or equipment proposed to be utilized.
- h. State permit if state roadway is to be used.
- i. Proof of general liability insurance, with the City of Chipley named as an additional insured if the event is held on public or city-owned property.
- j. A security plan with the name of the company providing staffing, including certified crowd managers (if applicable), for the event. A predetermined manpower allocation table shall be used as a guideline in order to determine how many officers with arrest powers will be assigned to the event (if any). The chief of police or designee may adjust the requirement of officers with arrest powers as he/she determines necessary.
- k. A site plan, which shall show at a minimum the following:
 - i. The dimensions and locations of all permanent and proposed temporary structures to be located on the property. Should any temporary structures be required for the event, the applicants will be responsible for obtaining all necessary building permits and meeting all requirements of applicable building and fire codes;
 - ii. Ingress and egress locations; access to the site must not impede normal traffic flow on adjacent roadways;
 - iii. The capacity and location of restroom facilities (either permanent or temporary) sufficient to meet the anticipated demand at the event;
 - iv. Adequate provision for solid waste collection and disposal;
 - v. A parking plan with all on-site and overflow parking (if necessary) and proposed traffic flow, in addition to any necessary traffic control devices at the special event location.
- l. A certificate of good standing certifying that the event organizer is authorized to do business in Florida if the event organizer is a corporation or limited liability company or some other business entity required to be registered with the department of state.
- m. Copies of all fliers, handbills, newspaper advertisements and other advertising that the event organizer anticipates using to promote or advertise the special event.
- n. Written proof of permission from the owner of the regulated property for the use of said property by the event organizer for the special event. The owner shall be required to sign the application and agree to any conditions placed on the special event by the city. If the owner of the property is the city or the property is public property, this term shall not be required.

- o. Copies of all required federal, state and local business or regulatory licenses required to be held by the event organizer.
- p. Any other documentation or information that city staff or the city council determines to be reasonably necessary to properly evaluate the application.
- h) Fees. A non-refundable application fee as approved by resolution of the City Council shall be paid to the City of Chipley at the time the application is filed. Any changes to the original permit application are subject to a new application process and its payment of its associated fees as established herein.

Section 6. Chapter 10 of the Code of the City of Chipley is hereby amended, to provide for the addition of Section 10-29, as follows (additions are shown by underline and deletions are shown by strikethrough) to provide for police, fire, and emergency medical services review.

Sec. 10-29. Police, Fire, and Emergency Medical Services.

(a) Police. During the permit review process, the Chief of Police or his/her designee shall determine whether and to what extent additional police protection reasonably will be required for the event for purposes of traffic, crowd control, and security. If additional police protection for the event is deemed necessary by the Chief of Police or his/her designee, he/she shall so inform the applicant for the permit. The applicant then shall have the duty to secure police protection acceptable to the Chief of Police or his/her designee at the sole expense of the applicant and shall prepay the expenses of such protection as required. The Chief of Police or his/her designee shall consider what additional manpower, equipment and supplies are needed, as well as any other items or expenses which will be necessary.

(b) Fire and Emergency Medical Services. During the review process, the Fire Chief, the Fire Marshal, or their designee shall determine the need for on-site fire watch, crowd managers or emergency medical personnel. The Fire Marshal or his/her designee shall consider such factors as the location, number of anticipated participants and spectators, and type of event, including the application of appropriate codes and ordinances. If fire watch, crowd managers and/or emergency medical personnel for the event are deemed necessary by the Fire Chief or Fire Marshal, he/she shall so inform the applicant who shall have the responsibility to secure fire watch/emergency medical personnel/crowd managers reasonably acceptable to the Fire Chief and/or Fire Marshal or their designee at the sole expense of the applicant and shall prepay the expenses of such protection. Only state-certified licensed professional fire/emergency medical personnel shall be used for this purpose, preferably City of Chipley Fire Department employees and equipment. The conduct of the event shall not introduce extraordinary hazards to fire protection and/or life safety in the immediate or adjacent areas.

Section 7. Chapter 10 of the Code of the City of Chipley is hereby amended, to provide for the addition of Section 10-30, as follows (additions are shown by underline and deletions are shown by strikethrough) to provide for restrictions on hours for music and entertainment.

Sec. 10-31. Hours for music and entertainment.

Music, singing, and/or other forms of entertainment, whether amplified or not, shall be permitted indoors at any time during business hours of any facility or business enterprise within the district. Outdoor music, singing and entertainment shall be permitted until 12:00 am, providing compliance with the City's Noise Ordinance (section 22-6), unless otherwise permitted by way of an Entertainment District Event Permit.

Section 8. Chapter 10 of the Code of the City of Chipley is hereby amended, to provide for the addition of Section 10-31, as follows (additions are shown by underline and deletions are shown by strikethrough) to provide for temporary street closures.

Sec. 10-31. Temporary street closures.

Authorized temporary street closures in the district area will be limited to city events, city-sponsored events, or city-approved events, as authorized by the City Administrator or his/her designee.

Section 9. Chapter 4 of the Code of the City of Chipley is hereby amended, to provide for the changes of Section 4-2, as follows (additions are shown by underline and deletions are shown by strikethrough) to provide for exemptions from Prohibitions.

Sec. 4-2. Prohibitions.

Except within the Entertainment District as authorized in Chapter 10, it shall be unlawful for any person to publicly consume any alcoholic beverage within a radius of 100 feet of any package store, food store, or any other place of business which sells alcoholic beverages, unless being consumed within the privacy of any home. No vendor, bottle club, or private club shall sell, furnish or deliver, or permit any person in the vendor's, bottle club's or private club's employ to sell, furnish or deliver, or allow the consumption on the premises of any alcoholic beverages in any quantity to or by any person who is intoxicated.

Section 10. Chapter 4 of the Code of the City of Chipley is hereby amended, to provide for the changes of Section 4-31, as follows (additions are shown by underline and deletions are shown by strikethrough) to provide for exemptions from Loitering.

Except within the Entertainment District as authorized in Chapter 10, nNo person shall loaf or loiter in or near any establishment where alcoholic beverages are sold or dispensed. No proprietor of any such establishment shall permit any person to

loaf or loiter in or near such establishment. Any person that violates any provision of this chapter shall be punished as provided in section 1-9.

Section 11. Severability. It is declared to be the intent of the City Council that, if any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 12. Conflicts. This action supersedes all codes and ordinances of the City, or parts of, in conflict with this ordinance, to the extent of the conflict. The provisions of the Code of Ordinances of the City of Chipley shall be amended to include the foregoing, with the Chapter and Section number as indicated above.

Section 13. Effective Date. This ordinance shall become effective immediately upon its passage and adoption.

INTRODUCED on first reading in the City Council on November 14, 2023.

PASSED after second reading by the City Council on December 12, 2023.

CITY OF CHIPLEY, FLORIDA


By its Mayor, Tracy Andrews

ATTEST:


By the City Clerk, Patrice Tanner

APPROVED AS TO FORM:


Michelle Blankenship Jordan
City Attorney

EXHIBIT A

The Entertainment District shall run from the intersection of Church Avenue and 5th Street East to the intersection of Church Avenue and 7th Street, then South to the intersection of Jackson Avenue and 7th Street, then West to the intersection of Jackson Avenue and 5th Street, then North back to the intersection of Church Avenue and 5th Street.

EXHIBIT B

Section H, Item5.




Print
Receipt
Void
Receipt
Close
Receipt
UBS
STS
FMS

Money Received

 Add Money To Receipt

	Amount	Type	Payment Info
	150.00	PP	VISA: 1577 / AUTH: 155647069

Provider Fees Paid: \$3.00

Distributions

 Add Distribution

	Type	Amount	Apply To	Description	For	Discount Pen Forgive
	FMSD	150.00	DIST CD: 2550	VARIANCE		0.00

Operator Code: BETTY

Receipt Code: CD3008505

Receipt Date: 05/03/24

☐ Voided

Distributions: 150.00

Money: 150.00

Change Due: 0.00

 From: STORLIE, KATHY A-WOLF PACK ALLIANC

Email Address:

Destination Phone:

NOTICE OF PUBLIC HEARING

The Planning & Zoning Commission of the City of Chipley, FL will conduct a public hearing at the City Hall Council Chambers located at 1442 Jackson Ave, Chipley, FL and via Zoom, on Thursday, May 30, 2024, at 3:00 p.m. CST. The purpose of this hearing is to review and consider the following request:

1. A variance is needed to allow alcoholic beverage sales for the property located at 684 7th Street, Parcel ID: 00-1430-0000. The amended development order will reflect the correct type of development as an entertainment establishment.

Zoom webinar:

When: May 30 2024 03:00 PM Central Time (US and Canada)

Topic: Planning & Zoning Commission Meeting

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/83814523565>

Or One tap mobile :

+13052241968,,83814523565# US, +13017158592,,83814523565# 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 +1 669 900 9128 US (San Jose) +1 689 278 1000 US +1 719 359 4580 US +1 253 205 0468 US +1 253 215 8782 US (Tacoma) +1 346 248 7799 US (Houston) +1 360 209 5623 US +1 386 347 5053 US +1 507 473 4847 US +1 564 217 2000 US +1 669 444 9171 US

Webinar ID: 838 1452 3565

The City Council will conduct a public hearing at the City Hall Council Chambers located at 1442 Jackson Ave, Chipley, FL on June 11, 2024, at 5:00 pm to consider the request for the variance and amended development order request.

All citizens and interested parties are encouraged to attend the public hearings or via zoom. Any inquiries regarding the public hearings or any person requiring special accommodations due to disability or physical impairment, including speech or hearing impairments, should contact the City Hall at 850-638-6350 at least five (5) business days prior to the hearing.

Tamara Donjuan

Code Enforcement/Planning Officer

CITY OF CHIPLEY
AFFIDAVIT OF MAILING

May 9, 2024

Re: Notice of Public Hearing for the Planning and Zoning Commission, on May 30, 2024, at 3:00 pm., and Notice of Public Hearing for City Council on June 11, 2024, at 5:00 pm both located at 1442 Jackson Avenue, Chipley, FL 32428, in the city's chambers,

I, Tamara Donjuan, designated and employed by the City of Chipley, Florida, did mail the notice of a public hearings to the following:

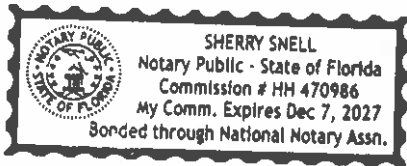
See Exhibit A, on May 9, 2024.


Employee Signature

5/9/24
Date

Sworn to and subscribed before me this 9th day of May, 2024, by
Tamara Donjuan, who is personally known by me.


Signature of Notary Public



CAPITAL CITY BANK
ATTN: ACCOUNTING DEPT
217 N MONROE ST
TALLAHASSEE, FL 32301

CITY OF CHIPLEY
PO BOX 1007
CHIPLEY, FL 32428

COGGIN PROPERTIES INC
PO BOX 432
CHIPLEY, FL 32428

COGGIN PROPERTIES LLC
232 MAY CIR
CHIPLEY, FL 32428

CORBIN DAVID ALAN
1436 CLAYTON RD
CHIPLEY, FL 32428

CULPEPPER INVESTMENT PROP LLC
1296 WELLS AVE
CHIPLEY, FL 32428

DAVIDSON J PAUL JR, DAVIDSON LEAN
1700 BONNER RD
BONIFAY, FL 32425

DAVIDSON JAMES P JR, DAVIDSON LEA
1700 BONNER RD
BONIFAY, FL 32425

DOUBLE DC PROPERTIES LLC
1456 CLAYTON RD
CHIPLEY, FL 32428

EVOLI LIFE LLC
2309 FRANKFORD AVE
PANAMA CITY, FL 32405

FALLING WATERS INVESTMENT LLC
1111 PINE BLUFF DR
CHIPLEY, FL 32428

FLORIDA GULF & ATLANTIC, LLC, RAILU
1515 SOUTH FEDERAL HWY STE 308
BOCA RATON, FL 33432

FLOYD JON S, FLOYD JENEE T
1311 PINEY GROVE RD
CHIPLEY, FL 32428

GODFREY WARD G JR TRUSTEE, WARD
PO BOX 147
CHIPLEY, FL 32428

GODFREY WARD G JR TRUSTEE, WARD
WG JR & FE GODFREY REV TRUSTS
PO BOX 147
CHIPLEY, FL 32428

GODFREY WARD G JR TRUSTEE
PO BOX 147
CHIPLEY, FL 32428

GODFREY WARD GRIFFITH TRUSTEE, C
PO BOX 147
CHIPLEY, FL 32428

J CORB LLC
912 HWY 277
CHIPLEY, FL 32428

KNAPP MICKEY
216 BAHOMA RD
CHIPLEY, FL 32428

LENZ GERALD
1536 OLIE RD
CHIPLEY, FL 32428

MAIN STREET MARKET LLC
1700 BONNER RD
BONIFAY, FL 32425

MARQUEZ ASHLYNN C, MARQUEZ JOSE
4391 CYPRESS CROSSING RD
VERNON, FL 32462

MOSS INDUSTRIES INC
1427 GAINER RD
CHIPLEY, FL 32428

PROFESSIONAL QUALITY SVCS LLC
20 WRIGHT AVE
NEW HAVEN, CT 06515

RANEY WANDA
2555 KENT RD
CHIPLEY, FL 32428

RILEY GAIL GODFREY TRUSTEE, WELL
1481 OLD BONIFAY RD
CHIPLEY, FL 32428

SASSER J D MRS, DAVIDSON TAWANA T
PO BOX 563
CHIPLEY, FL 32428

SISTERS SOUTHERN CHARM B & T
827 MAIN ST
CHIPLEY, FL 32428

SWART JAN H, SWART SOPHIA
532 TEQUESTA DR
COMPASS LAKE IN THE HILLS
MARIANNA, FL 32448

TAYLOR MARK A
PO BOX 979
CHIPLEY, FL 32428

WOLFPACK ALLIANCE LLC
6420 NW LAMBERT LN
CAMAS, WA 98607

WRIGHT JAMES W, WRIGHT BRITTANY
808 CORBIN RD
CHIPLEY, FL 32428

WRIGHT JAMES, WIRGHT BRITTANY
808 CORBIN RD
CHIPLEY, FL 32428

WRIGHT JAMES, WRIGHT BRITTANY
808 CORBIN RD
CHIPLEY, FL 32428

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Award of RFQ No. 2024-04 – Professional Planning Consultant

MEETING DATE	PREPARED BY
Tuesday, June 11, 2024	Patrice Tanner, City Administrator

SUMMARY

The City advertised for a Professional Planning Consultant and two (2) RFQ’s were received on June 4, 2024 and scored by a Selection Committee.

RECOMMENDATION

City Staff recommend approval of RFQ No. 2024-04 to Kimley Horn and for staff to negotiate per CCNA for fair and reasonable compensation, based on scoring of the Selection Committee.

ATTACHMENTS

1. Advertisement.

2. Scoresheet Totals.

CITY OF CHIPLEY, FLORIDA
REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL CONSULTING SERVICES FOR
PLANNING AND ZONING
RFQ NO. 2024-04

The City of Chipley, herein referred to as the “City” is seeking statements of qualifications from qualified firms, teams or individuals to provide professional planning services on a continuing basis for the Planning and Zoning Department. One firm is expected to be selected to enter into a continuing services contract with the City to perform support services to city staff on an as-needed basis for projects to be coordinated with the Planning and Zoning Department.

All questions must be submitted in writing to Mrs. Patrice Tanner, City Administrator for the City of Chipley, and may be emailed to ptanner@cityofchipley.com. A complete copy of the RFQ may be downloaded at www.cityofchipley.com. All Statements of Qualifications will be ranked on an individual and equal basis.

To be considered, the Firm must submit an original and three (3) copies of the Statement of Qualifications in a sealed envelope or package, clearly marked with the Firm’s or individual’s name and address, and the words “RFQ No. 2024-04 – PROFESSIONAL PLANNING AND ZONING SERVICES FOR CITY OF CHIPLEY”. Statements of Qualifications will be received by either hand delivery to the City of Chipley – City Clerk’s Office located at 1442 Jackson Avenue, Chipley, Florida or by regular mail to City of Chipley, Attention: City Clerk’s Office, Post Office Box 1007, Chipley, Florida 32428 by the closing date.

RFQ Deadline: June 4, 2024, at 2:00 p.m., local time.

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 firm for assuring that the RFQ is received in the City Clerk’s Office by the designated date and time. No faxed, electronic, or oral Statement of Qualifications will be accepted.

Award will be made to the best responsive Firm, but the City reserves the right to reject any or all Statement of Qualifications. The City of Chipley reserves the right to reject the Statement of Qualifications of a firm who has previously failed to perform properly or complete on time, contracts of similar nature, or of a firm who, in the sole opinion and discretion of the City of Chipley is not in a position to perform the contract.

SPECIAL NOTE:

The City requires a business license tax be paid for the privilege of engaging in any business within the city limits. Please contact the Finance Office for requirements and a fee schedule.

**EQUAL OPPORTUNITY EMPLOYER/HANDICAP ACCESSIBLE/FAIR HOUSING
JURISDICTION**

Advertised: Washington County News – May 15, 2024 and May 22, 2024

REQUEST FOR QUALIFICATIONS NO. 2024-04
PROFESSIONAL PLANNING AND ZONING SERVICES

No.	Criteria	Score Avail.	Selection Committee Scoring Totals	
			Land Smart, LLC	Kimley Horn
1	Qualifications and Experience	25	20	24
2	Ability to provide required scope of services	25	19	24
3	Understanding and approach	25	19	24
4	References and/or recommendations	10	4	9
5	Reputation and competence of firm, including demonstration of a thorough understanding and acceptance of the project scope	15	8	14
Total		100	70	95

Selection Committee: Guy Lane, Michael Richter, Tamara Donjuan

**REQUEST FOR QUALIFICATIONS NO. 2024-04
PROFESSIONAL PLANNING AND ZONING SERVICES**

No.	Criteria	Score Avail.	Selection Committee Scoring	
			Land Smart, LLC	Kimley Horn
1	Qualifications and Experience	25	23	24
2	Ability to provide required scope of services	25	25	25
3	Understanding and approach	25	25	25
4	References and/or recommendations	10	7	8
5	Reputation and competence of firm, including demonstration of a thorough understanding and acceptance of the project scope	15	14	14
Total		100	94	96

Evaluator's Name: Guy Lane

Signature: 

Date: 6/10/2024

REQUEST FOR QUALIFICATIONS NO. 2024-04
PROFESSIONAL PLANNING AND ZONING SERVICES

No.	Criteria	Score Avail.	Selection Committee Scoring	
			Land Smart, LLC	Kimley Horn
1	Qualifications and Experience	25	20	25
2	Ability to provide required scope of services	25	15	25
3	Understanding and approach	25	15	25
4	References and/or recommendations	10	0	10
5	Reputation and competence of firm, including demonstration of a thorough understanding and acceptance of the project scope	15	0	15
Total		100	50	100

Evaluator's Name: Michael Richter

Signature: Michael Richter

Date: 6-10-24

**REQUEST FOR QUALIFICATIONS NO. 2024-04
PROFESSIONAL PLANNING AND ZONING SERVICES**

No.	Criteria	Score Avail.	Selection Committee Scoring	
			Land Smart, LLC	Kimley Horn
1	Qualifications and Experience	25	17	22
2	Ability to provide required scope of services	25	16	23
3	Understanding and approach	25	17	22
4	References and/or recommendations	10	6	8
5	Reputation and competence of firm, including demonstration of a thorough understanding and acceptance of the project scope	15	10	13
Total		100	66	88

Evaluator's Name: TAMARA DONJUAN

Signature: 

Date: 6/10/24

Washington County Historical Museum Existing Conditions Report



Washington County Historical Museum

685 Seventh Street- Chipley, FL 32428

Prepared by:

The Lane Group, Inc.
1022 Park Street, Suite 209 Jacksonville, FL 32204
w: 904.355.5833 f: 904.355.5809
www.lanegroupinc.com

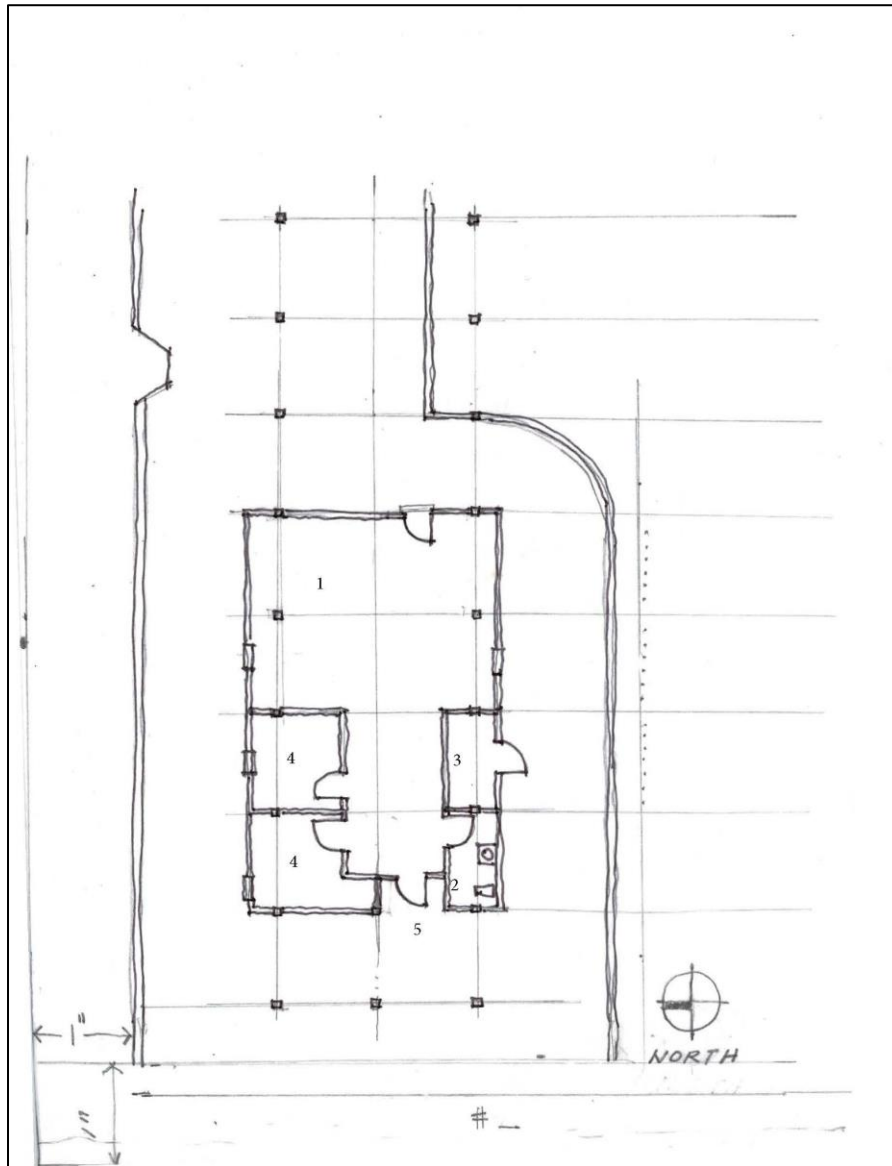
Washington County Historical Museum – Existing Photos



Expansion Needs - Photo 1

Local Artist Frank Roberts painted this original mural scene on the GWB of the East Wall of the Museum. Washington County was the country's largest producer of Naval Stores and Turpentine at one time. This industry was a significant part of the economy and cultural history of Washington County; as such, the mural will be maintained as part of any future changes/expansions. As you can see by the surrounding displays, expanding the Museum would make more room to relocate some of the items in front so visitors can fully appreciate the mural. See the proposed addition diagram on the following page.

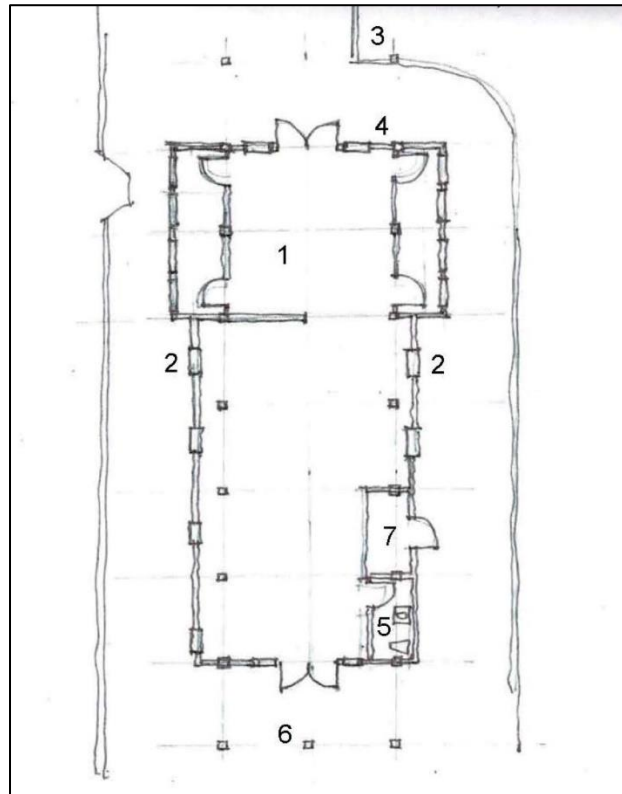
Washington County Historical Museum – Existing Photos



Existing Facility – 1040 S.F. Conditioned Space

1. Local Artist Frank Roberts wall mural to remain.
2. Upgrade existing restroom to current accessibility standards.
3. Mechanical Room to remain, upgrade obsolete equipment.
4. Remove interior non load bearing partitions.
5. Replace, single door with double doors.
6. Replace, single door with double doors and provide H.C. Ramp.

Washington County Historical Museum – Existing Photos



Proposed Addition with Improvements

1. Approximate 930 S.F. addition with flanking storage rooms.
2. Add windows to match existing.
3. Relocate Handicapped Parking Space.
4. Add Ramp.
5. Upgrade existing Restroom to current accessibility standards.
6. Provide double doors at entry.
7. Upgrade Mechanical and Electrical.

Washington County Historical Museum – Existing Photos



Expansion Needs - Photo 2

This corner of the museum is staged to illustrate the importance that the Railroad played in the growth of Chipley in the late 1800s. With an expanded footprint, the model of the original train station could be viewed on all sides, and this display could be developed with room to move closer to see the pictures, maps, documents, etc.

A photograph of a museum display. A large, white, papier-mâché swan sculpture with a yellow beak is mounted on a wall. Below it is a framed quilt with a yellow and white geometric pattern. To the left, a blue sign reads "ING ROAD". The display is surrounded by various other objects, including a lamp, a woven basket, and a small framed picture of a swan.

Certain items displayed outside could be moved inside and suspended higher up if the acoustical ceiling was removed. This extra volume of space would not only improve and increase the display space but would enhance visitors' experience. As this picture indicates, many of the items displayed currently could be placed higher up on the walls, expanding the floor space.

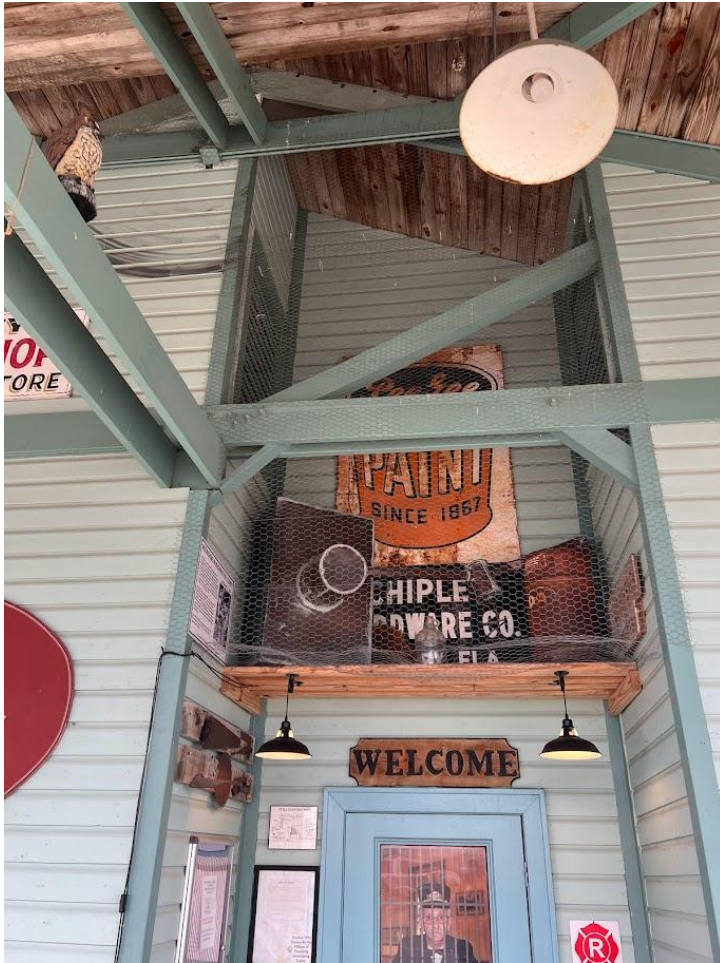
Washington County Historical Museum – Existing Photos



Expansion Needs - Photo 4

This photograph is one of (2) existing small rooms that were part of the 1989 facility. We recommend removing these (2) existing non-load-bearing interior walls to open up and create a space to accommodate and orient visitors, children, school groups, etc. The current displays will be relocated to the expanded area of the museum. We also recommend that the current single door be moved to the center of the front façade and that (2) doors with a glass transom overhead be designed to accommodate large groups further and to improve visibility, accessibility, and invitation to visitors/guests.

Washington County Historical Museum – Existing Photos



Expansion Needs - Photo 5

Both the front and rear of the Museum have display pieces mounted up high and protected with chicken wire to prevent birds from roosting. These display pieces mounted up high and protected could be included inside an expanded museum to protect them from the elements and improve their enjoyment by visitors who wish to see them up close.

The original 1989 plans had double doors at the entry instead of the current single door. We propose to provide the double doors again with more windows at the front entry as indicated by the sketch in the following page.

Washington County Historical Museum – Existing Photos



Proposed Entry Elevation Changes – 685 Seventh Street. Chipley, FL 32422

Washington County Historical Museum – Existing Photos



Accessibility - Photo 6

The following items were noted as potential issues that could impede full restroom use and should be verified/changed/corrected.

1. The toilet should be 17"-19" from the floor to the seat.
2. The existing vertical grab bar does not meet the accessibility code. Grab bars are required on the rear and side walls by the toilet.
3. The toilet paper dispenser is not ADA-compliant.

Washington County Historical Museum – Existing Photos



Accessibility - Photo 7

The following items were noted as potential issues that could impede full restroom use and should be verified/changed.

1. The sink must be 19" wide x 17" deep minimum. The existing sink appears too small.
2. All piping under the sink must be insulated.
3. The top of the sink should be mounted at 34" to the top above the finish floor.
4. The faucets should be able to operate with one hand.
5. The soap dispenser is not located within the reach range of the sink.

Washington County Historical Museum – Existing Photos



Accessibility - Photo 8

The following items were noted as potential issues that could impede full restroom use and should be verified/changed.

1. Provide a lever handle for the door.
2. The door must have a self-closing device.
3. Place Accessible Sign outside the door on the right side with Raised Letters 48" min. to 60" max. above the finish floor.

Washington County Historical Museum – Existing Photos



Improved Accessibility - Photo 9

This picture illustrates the existing door on the East Wall of the Museum that the staff would like to make accessible. Please note the following items to provide/verify;

1. The door opening must be 32" clear, although double doors are requested for improved accessibility, accommodation of large groups, movement of traveling displays, etc.
2. The door must have a lever handle.
3. A small ramp is required to access the 3" – 4" curb.
4. The threshold cannot be more than ½" tall.
5. Add Accessible Sign.
6. Provide a self-closing door device.

Washington County Historical Museum – Existing Photos



Accessibility - Photo 11

The original drawings for the facility illustrated double doors at the front entry to the facility instead of the current single door. Besides improving accessibility, the wider doors will help accommodate larger groups, access for traveling displays as well as helping staff move items inside.

Washington County Historical Museum – Existing Photos



Accessibility - Photo 11

The original drawings for the facility illustrated double doors at the front entry to the facility instead of the current single door. Besides improving accessibility, the wider doors will help accommodate larger groups, access for traveling displays as well as helping staff move items inside.

Washington County Historical Museum – Existing Photos

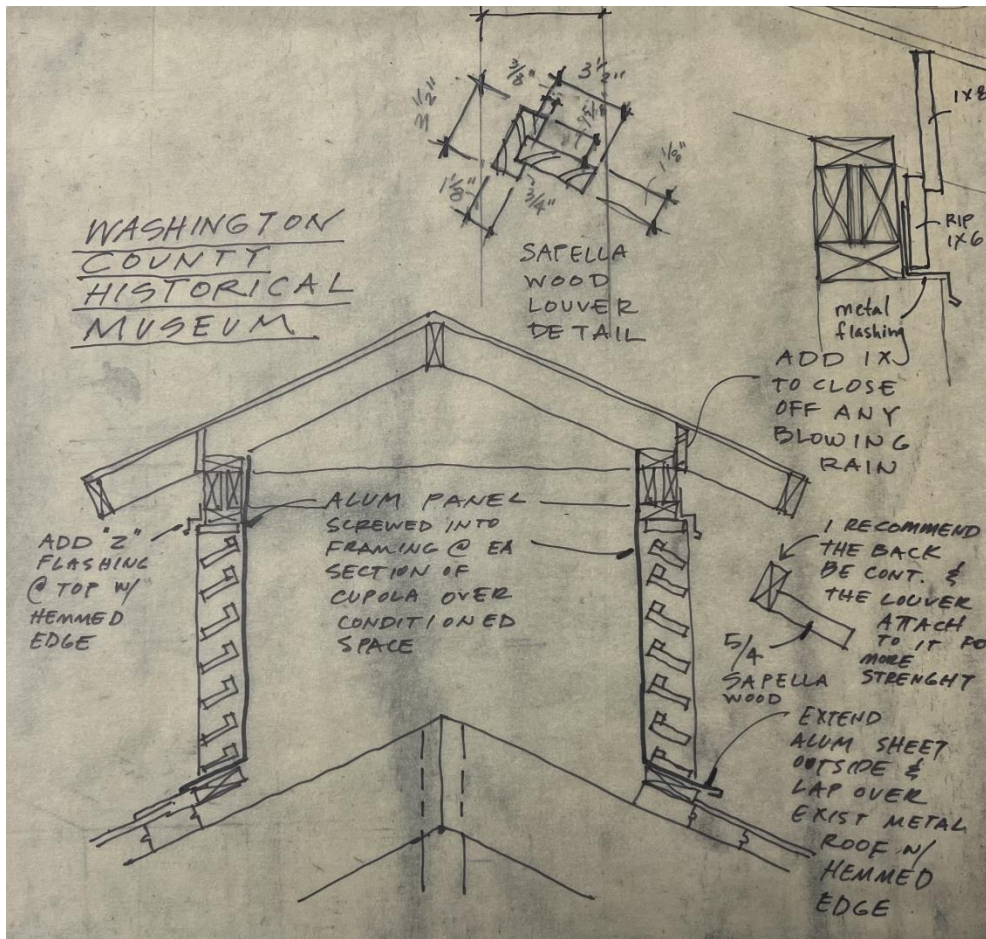


Storm Hardening and General Maintenance - Photo 12

The following comments apply to the exterior and are typical throughout the facility.

1. Prep Roof Panels for New Paint. Replace missing attachment screws and re-tighten existing loose screws, this is a maintenance task.
2. Repaint the Roof Panels. Remove all obsolete and abandoned communication disk. Patch all penetrations into the roof panels. This task is to extend the life of the roof.
3. Repair all damaged louvers in the Center Cupola and repaint them. Ensure all sections of the Cupola over-conditioned space below are sealed from blowing rain entry. Repaint Cupola metal roof.

Washington County Historical Museum – Existing Photos



Louver Replacement

Washington County Historical Museum – Existing Photos



Storm Hardening and General Maintenance - Photo 13

The following comments apply to the exterior and are typical throughout the facility.

1. Pressure wash all paved surfaces of the facility.
2. Inspect all wood trim and bead board wainscoting for damage and repair/replace as required. Prep and paint all exterior wood surfaces.
3. Replace all rusted exterior hanging light fixtures. Consider LED fixtures for replacement.

Washington County Historical Museum – Existing Photos



Storm Hardening and General Maintenance- Photo 14

The following comments apply to the exterior and are typical throughout the facility.

1. Prep Roof Panels for New Paint. Replace missing attachment screws and re-tighten existing loose screws.
2. Repaint the Roof Panels.
3. Repair all damaged louvers in the Center Cupola and repaint them. Ensure all sections of the Cupola over-conditioned space below are sealed from blowing rain entry. Repaint Cupola.

Washington County Historical Museum – Existing Photos



Storm Hardening and General Maintenance- Photo 15

The following comments apply to the exterior and are typical throughout the facility.

1. Roof Repainting. We recommend that the Metal Roof for the Farmers Market be changed to a red color to resemble the Old Railroad Train Station
2. Pressure wash all paved surfaces of the facility.
3. All woodwork prep and repaint.
4. Inspect inside the attic to ensure the interior space is closed off from any potential blowing rain into the Gable End Louvers. Inspect the louvers and repair/replace and repaint them.

Washington County Historical Museum – Existing Photos



Storm Hardening and General Maintenance- Photo 16

The following comments apply to the exterior and are typical throughout the facility.

1. Pressure wash and prep the bottom of the wood roof decking and apply a coat of semi-transparent stain if you wish to have a cleaner, more uniform appearance.
2. Prep and paint the exposed woodwork, including beams, louvers, etc.
3. Replace the rusted exterior lighting typical.

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Spanish Trail Playhouse – Donation of Surplus Property

MEETING DATE	PREPARED BY
Tuesday, June 11, 2024	Patrice Tanner, City Administrator

SUMMARY

Hunter Williams with the Spanish Trail Playhouse is requesting a donation of five (5) restaurant booths from the old Dairy Dip building to be used in their set designs to enhance the overall theatrical experience. They will handle the removal and transporting of the booths. These booths are scheduled to be included in the demolition of the building and hauled off to the landfill.

RECOMMENDATION

City Staff recommend approval of the donation of five restaurant booths to the Spanish Trail Playhouse.

ATTACHMENTS

1. Letter.



June 1, 2024

Dear Mayor Andrews and Members of the Chipley City Council,

I hope this letter finds you well. My name is Hunter Williams, and I am writing to you on behalf of the Spanish Trail Playhouse in Chipley, Florida.

The Spanish Trail Playhouse has been a cornerstone of our community, offering a wide array of performances that entertain, educate, and inspire our audiences. As we continue to strive for excellence in our productions, we are always seeking ways to enhance our set designs and overall theatrical experience.

It has come to our attention that the old Dairy Dip building in Chipley, which holds a special place in the hearts of many in our community, is scheduled for demolition. We understand that the building and its contents do not have historic value for Chipley. However, the restaurant booths within the building could be repurposed to significantly enhance our set designs for upcoming productions, providing an authentic and nostalgic element that our audiences would greatly appreciate.

We kindly request the donation of five restaurant booths from the old Dairy Dip building to the Spanish Trail Playhouse. This contribution would not only help us in creating more realistic and engaging set designs but also serve to preserve a piece of local history within our community theatre.

We are more than willing to handle the logistics of removing and transporting the booths to our facility. Your generous donation would be acknowledged in our programs and promotional materials, highlighting your support for the arts and community engagement.

Thank you for considering our request. We hope you will see the value in repurposing these booths to benefit our local arts community. Please contact the Spanish Trail Playhouse at 850-638-9113 or spanishtrailplayhouse@gmail.com if you require additional information or have any questions.

Warm regards,

Production Director
Spanish Trail Playhouse, Inc.

PO Box 1034 • Chipley, FL 32428 • 850.638.9113 • spanishtrailplayhouse@gmail.com
Physical Location: 680 2nd Street • Chipley, FL 32428 • www.spanishtrailplayhouse.com

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Speeding on City Streets - Discussion

MEETING DATE	PREPARED BY
Tuesday, June 11, 2024	Patrice Tanner, City Administrator

SUMMARY

The City Council had a discussion in April 2024 about Speeding on City Streets due to the high volume of speeding within the city. At that meeting there was discussion about speeding on city streets and what could the city do to address this issue. There was discussion about speed control devices as well as other forms of speed bumps/humps. At that time, it was discussed this topic needed to be brought back to the City Council for further discussion.

RECOMMENDATION

Discussion.

ATTACHMENTS

1. Speed Hump Policy.

SPEED HUMP POLICY and PROCEDURES for RESIDENTIAL AREAS



City of Chipley, Florida

Public Works Department

692 Rustin Drive
Chipley, Florida 32428

Phone: (850) 638-6346

Effective Date ??/??/??

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City of Chipley

SPEED HUMP POLICY and PROCEDURES FOR RESIDENTIAL AREAS

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

Speed humps shall be installed according to this policy and the specific design criteria outlined below. Requests for speed humps shall be directed in writing to the Public Works Director for review and recommendation to the City Manager and approval by the City Council.

Although residents of the City of Chipley have the option of requesting the installation of a speed hump on their street, there are disadvantages associated with speed humps as follows:

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

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

1.0 A residential street may have a problem with either cut through traffic or vehicular speeding. By default, the street functions as a minor collector road but may not have the standard pavement width, pavement structure, shoulder width, or drainage system to serve effectively as a collector road. In addition, a street may permit traffic from another subdivision to pass through the affected subdivision street in route to an outside destination. Priority for traffic calming shall be placed on streets where a higher density of housing exists (i.e., lots that are less than one acre with front yard setbacks less than 75 feet, thereby creating more potential conflicts with residents and pedestrians).

- 2.0** The cut through traffic or speeding problem can be identified by the City through current traffic counts, speed surveys, and projections of future traffic impact in accordance with long range development plans for the area. Cut through traffic shall be defined as the traffic on the affected street, which does not originate or terminate in the subdivision. A condition of speeding exists when the 85th percentile speed of traffic on the street exceeds the posted speed limit.
- 3.0** An eligible street must be a local road/street with a projected average daily traffic count not to exceed 3,000 vehicles per day at the time of full development of the area. No speed humps shall be installed on any street with a current vehicle count of less than 300 per day. Speed humps may be removed by the City at any time in the future if the traffic count for the street exceeds 3,000 vehicles per day.
- 4.0** The City shall be responsible for traffic engineering review and cost of installation of speed humps, including paving, signing and pavement markings. The City Council may establish an annual budget for the purpose of installing speed humps. Once the annual budget has been fully encumbered for a given budget year, the following alternatives are left as options to the affected area residents who desire traffic control speed humps:
- Waiting list (first come, first serve) for next budget year
 - Neighborhood Association funding
- 5.0** The installation of speed humps shall be viewed as a last step in a comprehensive plan for reducing vehicle speed and for discouraging cut through traffic movements in a residential area. Prior to the installation of speed humps, the City shall address the problem through less dramatic measures, such as installation of additional signs, traditional pavement striping and marking, etc. The City in conjunction with residents shall re-evaluate the effectiveness of those measures six months after implementation. Based on this evaluation, a final decision will be made on the installation of speed humps.

6.0 Standard Procedure for Implementation of Speed Humps

Following are the procedures for implementation of speed humps:

- Step 1 Initiation
- Step 2 Traffic Engineering Study
- Step 3 Traffic Engineering Analysis/Classification
- Step 4 Petition
- Step 5 Approval by City Council & Appropriation of Funds
- Step 6 Installation of Speed Humps

6.1 Step 1: Initiation

Speed humps can be requested by any of the following methods:

- 6.1.1** Neighborhood request (a minimum of five signatures from the owners of five separate properties in the neighborhood will be required before study will be initiated)
- 6.1.2** Regulatory agency request (e.g. Police Department)

6.1.3 Council Request

6.1.4 Staff field review

6.2 Step 2: Traffic Engineering Study

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

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

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

Traffic studies may be necessary to obtain the following information:

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

6.3 Step 3: Traffic Engineering Staff Analysis/Classification

Engineering staff will analyze traffic data, field information and other available information pertaining to a particular area of concern in determining appropriate traffic control measures of recommendation. When it is determined that there are other potentially impacted local roads or streets in the area, additional traffic studies on those other roads or streets may be conducted. For a street to be considered for speed humps, Condition 1 (Speed) and Condition 2 (Traffic Volume) must be met in addition to at least one more of the remaining three conditions listed below.

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

6.3.2 Traffic Volume – Traffic volumes on the street must be more than 300 vehicles per day and not exceed 3000 vehicles per day.

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

6.3.4 Cut Through Traffic – Cut through traffic is defined as traffic on the affected street which does originate or terminate in the subdivision. To meet this criteria, peak hour traffic volume must be greater than 12 percent of the average daily traffic, or more than 10 daily trips per household accessed.

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

- Schools within a 1,000 foot radius of the project street
- Special pedestrian generators within a 1,000 foot radius of the project street, e.g., libraries, non-passive parks, neighborhood shops, etc.
- Absence of sidewalks on the project street.
- Areas where the Chipley Police Department recommends speed hump installation as part of a comprehensive crime reduction program.

6.4 Step 4: Petition

A petition form for obtaining neighborhood consensus for the recommended control measure will be issued by the Engineering Division of the Public Works Department to the person initiating the request (contact person). The contact person will also receive a map showing the proposed locations of any speed humps and highlighting the area subject to petitioning. The area map will depict the property that is adjacent to or directly affected by any changes to the road in question.

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

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

Each parcel, regardless of the number of owners shall count as one vote. However, owner(s) of more than one parcel in the petition area shall be given one vote for each parcel owned. A minimum of 70 percent of the property owners within the affected area must be in favor of the proposed speed humps before they can be considered for approval. To determine requisite

percentage is met, the total number of parcels whose owner(s) voted in favor of installation by signing the petition shall be divided by the total number of highlighted parcels shown on the map provided by the Engineering Division.

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

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

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

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

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

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

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

6.5 Step 5: Approval by the City Council and Appropriation of Funds

Petitions received with the required minimum percentage of affirmative signatures will be presented to the City Council for consideration twice per year with cut off dates of June 30 and December 31. These dates are hereby established as deadline dates for COMPLETED applications to be on file in the office of the Director of Public Works.

6.6 Step 6: Installation of Speed Humps

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

7.0 Emergency Procedures

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

8.0 Removal of Speed Humps

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

- 8.1** The speed humps must have been in place for a minimum of six months.
- 8.2** A request for a removal petition must be signed by the owners of five separate properties in the neighborhood.
- 8.3** City staff's recommendations must support the removal of speed humps.
- 8.4** The new petition must include the same affected area as the original petition.
- 8.5** Approval of greater than 50 percent of the property owners in the original affected area is required for consideration by the City Council for removal of speed humps.
- 8.6** If a location fails to achieve the necessary petition majority within the signature period (as defined in Section 6.4), the location shall not be reconsidered for a period of two years from the date the signature period expires.
- 8.7** If a speed hump is removed, a request to reinstall it will not be considered for a period of three years following the date it was removed.

9.0 Specific Design Criteria for Speed Humps

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

- 9.1** The street must be within the City's maintenance program and must be a two (2) lane roadway with a speed limit of 25 mph or less. Alleys are not eligible. Pavement width (excluding any curb and gutter) shall not exceed 24 feet.
- 9.2** Speed humps will not be installed on streets which are classified or could be classified as COLLECTOR or ARTERIAL roads. This decision shall be made by the Director of Public Works based on streets enumerated within the City's Land Development Regulation Code or based on current engineering and traffic data for the street in question.
- 9.3** The street must be paved, in reasonably good repair, and not scheduled for resurfacing within the next two years.
- 9.4** Speed Hump Placement
 - Speed humps shall be placed at least 200 feet away from the end of a dead end street or cul-de-sac, stop signs, traffic lights, and the start/end of any horizontal curve with a centerline radius of 150 feet or less.

- Speed humps shall be placed at least 75 feet from any uncontrolled intersection.
- Speed humps should not conflict with utility access, manhole covers, and driveway connections or be within 25 feet of a fire hydrant.
- Where possible, speed humps will be placed in close proximity to a street light to provide better nighttime visibility.
- If possible, speed humps and associated warning signs will be located on property lines. Efforts will be made to avoid placement of speed humps and warning signs in front of properties whose owners did not sign the petition requesting the installation of the speed humps.

9.5 Where multiple speed humps are requested, the speed humps will be spaced a minimum of 300 feet and a maximum of 500 feet apart.

9.6 The speed humps should be designed to have a maximum height of 3-4 inches with a travel length of 12 feet.

9.7 Advance warning signs are to be installed for each approach to a series of humps. The signs shall be designed and installed in accordance with the Manual on Uniform Traffic Control Devices (MUTCD). The signs shall be standard 30" X 30" black legend on yellow diagonal warning signs with legend "SPEED HUMPS". An advisory speed plate (18" X 18" black legend on yellow rectangular warning sign) with a "15 MPH" legend shall also be installed. The signs shall be placed approximately 125 feet in advance of the first speed hump encountered by a driver.

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

10.0 Application Forms

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

11.0 Effective Date

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

FORM A - APPLICATION FORM

Contact Name _____ Day Phone _____

Neighborhood _____ Today's Date _____

Local Address _____

Which neighborhood street(s) are of concern? _____

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

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

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

☐

Yes

☐

No

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

City of Chipley
Public Works Department
P.O. Box 1007
Chipley, FL 32428

Phone: 850-6382-6346 Fax: 850-638-6314

E-Mail:

For Official Use Only

Project Number _____ Date Application Received _____

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

Date of Final Analysis Completed _____

Date of Project Presentation to City Council _____

City Council Action: Favorable ☐ Unfavorable ☐

Date of Project Implementation: _____

Project Review Date _____ Project Successful: ☐ Yes ☐ No

FORM B

Page__ of __

CITY OF CHIPLEY SPEED HUMP PROJECT

PETITION FORM

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

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

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

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

You are invited to a Zoom webinar.

When: **June 11, 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/85839019828>

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+1 309 205 3325 US

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+1 253 205 0468 US

+1 253 215 8782 US (Tacoma)

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