



**City of Chipley  
City Council Workshop**

January 04, 2024 at 5:00 PM

City Hall - 1442 Jackson Avenue, Chipley, FL 32428

**AGENDA**

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**A. CALL TO ORDER**

**B. PRAYER AND PLEDGE**

**C. APPROVAL OF AGENDA**

**D. CITIZENS REQUEST**

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

**E. APPROVAL OF MINUTES**

1. Regular Council Meeting - December 12, 2023.

**F. DEPARTMENT REPORTS**

- [1. City Attorney Report](#)
- [2. CRA Report](#)
- [3. Fire Department Report](#)
- [4. Code Enforcement Report](#)
- [5. Planning & Zoning Report](#)
- [6. Police Department Report](#)
- [7. Public Works Department Report](#)
- [8. Recreation Department Report](#)
- [9. Water Utilities Department Report](#)

10. City Administrator Report

**G. PRESENTATIONS**

1. Presentation of Chipley Christmas House Decoration Awards (Council Meeting only).
2. Presentation of the Christmas Parade Awards (Council Meeting only).

**H. CONSENT AGENDA**

**I. AGENDA ITEMS**

1. Ordinance No 980 (Public Hearing) – Amendment to Chapter 2 - Administration.
2. Resolution No. 24-12 - Florida Division of Emergency Management Hazard Mitigation Grant Program – Lift Station Generator Project - Agreement Modification.
3. Resolution No. 24-13 – Florida Department of Commerce Community Planning Technical Assistant Grant Agreement
4. Resolution No. 24-14 – Fiscal Year 2023-2024 Budget Amendment No. 1
5. Award of Bid for Mongoven Building Demolition – Break-N-Ground, LLC
6. Employee Classification Document – Change.
7. Special Event Application - Rogers Insurance Agency, Inc.

**J. OTHER BUSINESS**

**K. ADJOURN**

**L. 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.

Tracking Number	Timestamp	Email Address	Legal Service Requested	Summary of Request	Date Submitted	Response Deadline	Contact Name	Supporting Documentation for Request	MBJ Reviewed	Notes	Status
23-001	3/15/2023 15:12:43	dminer@cityofchipley.com	Draft Document	Draft ground lease for 7th street parking lot	3/15/2023	3/29/2023	Dan Miner	<a href="https://drive.google.com/open?id=15jGnmkrq15HIVzo3wIR-HbBTtBGqRsTq">https://drive.google.com/open?id=15jGnmkrq15HIVzo3wIR-HbBTtBGqRsTq</a>	4/3/2023	Emailed draft lease to counsel for WPA	Complete
23-002	3/20/2023 10:23:55	tdonjuan@cityofchipley.com	Document/Contract Review	Tamara Donjuan	3/20/2023	3/31/2023	Tamara Donjuan	<a href="https://drive.google.com/open?id=10P4NzY_qXvcETlyIGB3QXzhrmu-Ls-eD">https://drive.google.com/open?id=10P4NzY_qXvcETlyIGB3QXzhrmu-Ls-eD</a>	4/1/2023	Emailed form to TD for execution with instruction	Complete
23-003	3/30/2023 9:49:33	ptanner@cityofchipley.com	Document/Contract Review	I have a public records request on the status of the old dairy dip. Can you please give me an update as to where we are at on that property. Thank you!	3/30/2023	3/31/2023	Patrice Tanner		3/31/2023	Emailed status update to PT	Complete
23-004	4/12/2023 11:57:02	dminer@cityofchipley.com	Document/Contract Review	The right of way was abandoned (see attached recording) and Mr. Urserly along with Gil Carter, Property Appraiser, is saying the City needs to issue a Warranty Deed. Can you please prepare and or advise otherwise.	4/12/2023	4/30/2023	Dan Miner	<a href="https://drive.google.com/open?id=1_akcss82veF0Co0sBkSFvcU006q38QhY">https://drive.google.com/open?id=1_akcss82veF0Co0sBkSFvcU006q38QhY</a>	4/15/2023	Emailed memo to DM	Complete
23-005	4/12/2023 14:40:04	tdonjuan@cityofchipley.com	Document/Contract Review	2 new code cases with liens over 90 days.	4/12/2023	4/18/2023	Tamara Donjuan	<a href="https://drive.google.com/open?id=1DD7eOgz3Bqah3ol17mPjwAd6KKYueC60_https://drive.google.com/open?id=1onKprbez5cTldDWEeDIQoXPM4sGo58sa">https://drive.google.com/open?id=1DD7eOgz3Bqah3ol17mPjwAd6KKYueC60_https://drive.google.com/open?id=1onKprbez5cTldDWEeDIQoXPM4sGo58sa</a>	4/13/2023	Emailed TD and DM re: submission	Complete
23-006	4/13/2023 11:09:58	tdonjuan@cityofchipley.com	Document/Contract Review	499 MLK Dr ready for foreclosure	4/13/2023	4/28/2023	Tamara Donjuan	<a href="https://drive.google.com/open?id=1PpdZ-G9TSEzOOz1A1SG22e-TXBhBsUdS">https://drive.google.com/open?id=1PpdZ-G9TSEzOOz1A1SG22e-TXBhBsUdS</a>	4/15/2023	Ordered Title Search	PENDING
23-007	4/13/2023 11:12:47	tdonjuan@cityofchipley.com	Document/Contract Review	777 West Blvd	4/13/2023	4/28/2023	Tamara Donjuan	<a href="https://drive.google.com/open?id=18zO1t85hJNAM2bipyPIP-8PYIMJHLI8_">https://drive.google.com/open?id=18zO1t85hJNAM2bipyPIP-8PYIMJHLI8_</a>	4/15/2023	Ordered Title Search	PENDING
23-008	4/18/2023 16:19:41	director@washcomail.com	Draft Document	Revise fee/permit grant to incorporate professional services like engineering/surveying	4/18/2023	4/28/2023	Michael Maxwell	<a href="https://drive.google.com/open?id=19a4bxJy9_QxedjsY9gdPJJ7JkGubSE">https://drive.google.com/open?id=19a4bxJy9_QxedjsY9gdPJJ7JkGubSE</a>	4/28/2023	Sent drafts to MM	Complete
23-009	4/18/2023 16:22:10	director@washcomail.com	Document/Contract Review	Revise City procurement policy to incorporate CRA grant funding caps based on 3 bids (not to approve a specific bidder)	4/18/2023	4/28/2023	Michael Maxwell		4/28/2023	Sent draft to PT	Complete
23-010	5/23/2023 8:39:01	DMiner@cityofchipley.com	Document/Contract Review	Review Verizon markup to tower lease	5/23/2023	5/30/2023	Dan Miner	<a href="https://drive.google.com/open?id=1KzH8VMY0GLKU0Yrz9ZPFbAEaYWitg2EJ_https://drive.google.com/open?id=1bj5CINLbacWzSC_IKS25e99g7mAEX7hz_https://drive.google.com/open?id=1deJSTt0xKIYH7C9JMP5_YpYxFWipbH">https://drive.google.com/open?id=1KzH8VMY0GLKU0Yrz9ZPFbAEaYWitg2EJ_https://drive.google.com/open?id=1bj5CINLbacWzSC_IKS25e99g7mAEX7hz_https://drive.google.com/open?id=1deJSTt0xKIYH7C9JMP5_YpYxFWipbH</a>	9/29/2023	LONGTERM PENDING	PENDING
23-011	5/25/2023 12:16:52	dminer@cityofchipley.com	Document/Contract Review	Need to end agreement with Golf Course for spraying reclaimed water to their site. I don't see anything in the agreement to do such. Can you draft a letter to Mr. Vines stating we are ending the agreement? Thanks!	5/25/2023	6/25/2023	Dan Miner	<a href="https://drive.google.com/open?id=1eWJCMGpUxISNDBI6c1lIgcRBuLknwQz">https://drive.google.com/open?id=1eWJCMGpUxISNDBI6c1lIgcRBuLknwQz</a>	5/28/2023	Emailed draft termination letter to DM	Complete
23-012	6/13/2023 15:23:25	ptanner@cityofchipley.com	Document/Contract Review	CRA Revolving Loan - Brittany Wright - 1329 South Railroad Avenue. Mrs. Wright paid her \$25.00 Application Fee. Thank you.	6/13/2023	7/1/2023	Patrice Tanner	<a href="https://drive.google.com/open?id=18ow56ljOE_h3fpoGylwWxcIFHuLsfwA6">https://drive.google.com/open?id=18ow56ljOE_h3fpoGylwWxcIFHuLsfwA6</a>	10/18/2023	Sale closed 10/18/23	Complete
23-013	7/2/2023 13:49:25	ptanner@cityofchipley.com	Document/Contract Review	Purchase of Mongoven Building with FDEO Grant Funds - This item is on the July 11th agenda with the attached documents which were approved by FDEO prior to being signed by the owners and the city. Once approved, we will need to follow up with the closing. Let us know what else we will need to do in order to close, once approved. FDEO is requesting that we close on the property as quickly as possible in order to move forward with the advertising for bids for the demolition of the building.	7/2/2023	7/11/2023	Patrice Tanner	<a href="https://drive.google.com/open?id=1w9Dur6yz2l_Ch0utKqEhFp0hDcKencIK_https://drive.google.com/open?id=1yDL7SIFzC_zDqgdDL9jCzodTkLQXyg0V_https://drive.google.com/open?id=12wec_NjGQ1MoHly-i5nPKJPK-oA7jCk_https://drive.google.com/open?id=1IE_RZ9EOUzjJcLed6frMISEzgiIT7cq9_https://drive.google.com/open?id=16rCsq6ZQgYnRfoFxpMB8NVY5dAZyUg_https://drive.google.com/open?id=1VZ62jslpS8rnS8Qx0wJQfDyH4P_k6H5">https://drive.google.com/open?id=1w9Dur6yz2l_Ch0utKqEhFp0hDcKencIK_https://drive.google.com/open?id=1yDL7SIFzC_zDqgdDL9jCzodTkLQXyg0V_https://drive.google.com/open?id=12wec_NjGQ1MoHly-i5nPKJPK-oA7jCk_https://drive.google.com/open?id=1IE_RZ9EOUzjJcLed6frMISEzgiIT7cq9_https://drive.google.com/open?id=16rCsq6ZQgYnRfoFxpMB8NVY5dAZyUg_https://drive.google.com/open?id=1VZ62jslpS8rnS8Qx0wJQfDyH4P_k6H5</a>	10/9/2023	Sale closed 10/5/23	Complete

Tracking Number	Timestamp	Email Address	Legal Service Requested	Summary of Request	Date Submitted	Response Deadline	Contact Name	Supporting Documentation for Request	MBJ Reviewed	Notes	Status
23-014	7/5/2023 14:18:19	tdonjuan@cityofchipley.com	Document/Contract Review	There is a developer interested in using this new law that went into effect on July 1, 2023. He stated according to the new law he will be able to build affordable housing a total of 30 to 35 units on property that is currently zoned neighborhood commercial, not high density residential what you typically would need for his project. Please provide guidance if the developer is correct according to the attachment. Bill 102 thru Florida. Would he not need a zoning charge? Do we need to update Code. Your thoughts are welcomed.	7/5/2023	7/14/2023	Tamara Donjuan	<a href="https://drive.google.com/open?id=1ZBnhvAYLYmbekWGjxTeFuJxadBEaQxMt">https://drive.google.com/open?id=1ZBnhvAYLYmbekWGjxTeFuJxadBEaQxMt</a>	7/8/2023	Sent memo to TD	Complete
23-015	7/7/2023 13:49:46	ptanner@cityofchipley.com	Document/Contract Review	Purchase of 1384 North Railroad Avenue - This item was approved at the Special Meeting on July 6th. Attached is the final offer pertaining to this purchase for \$110,000. Let us know what else we will need to do in order to close on the property. The realtor said he can draw up another contract quickly if he needs to, unless you will be preparing that.	7/7/2023	7/11/2023	Patrice Tanner	<a href="https://drive.google.com/open?id=1ielly3_bLnG36GKw0KytWtqCluHxz3c5">https://drive.google.com/open?id=1ielly3_bLnG36GKw0KytWtqCluHxz3c5</a> , <a href="https://drive.google.com/open?id=1ME4GWfw5QRHR7cubiQ1HT2OVvU2p10d4">https://drive.google.com/open?id=1ME4GWfw5QRHR7cubiQ1HT2OVvU2p10d4</a>	9/19/2023	Sent contract to Panhandle	Complete
23-016	7/12/2023 11:17:35	TAndrews@cityofchipley.com	Draft Document	<b>Draft Ordinance creating downtown entertainment district</b>	7/12/2023	7/26/2023	Tracey Andrews	<a href="https://drive.google.com/open?id=1XNBpyKEIGUc-1SYmKjZ1wAdK4AZhV6Wp">https://drive.google.com/open?id=1XNBpyKEIGUc-1SYmKjZ1wAdK4AZhV6Wp</a>	11/14/2023	Ordinance approved by Council	Complete
23-017	7/12/2023 11:39:00	dminer@cityofchipley.com	Draft Document	The mayor asked that I have you look at our firework ordinance to reflect current state law and have it prepared for the next meeting.. I think we can address it in the Fireworks Prohibited section. See link <a href="https://library.municode.com/fl/chipley/codes/code_of_ordinances?nodeId=PTICOOOR_CH24OFMIPR_ARTIINGE_S24-6FIRO">https://library.municode.com/fl/chipley/codes/code_of_ordinances?nodeId=PTICOOOR_CH24OFMIPR_ARTIINGE_S24-6FIRO</a> allowing it during those times as approved by state law. I think SB 170.	7/12/2023	7/27/2023	Dan	<a href="https://drive.google.com/open?id=1SRL-v267VwfJS1jqCaskcumHlfyqAT">https://drive.google.com/open?id=1SRL-v267VwfJS1jqCaskcumHlfyqAT</a>	7/25/2023	Sent ordinance to DM	Complete
23-018	7/28/2023 14:46:17	ptanner@cityofchipley.com	Document/Contract Review	We received the attached Notice of Claim in the mail today.	7/28/2023	8/15/2023	Patrice Tanner	<a href="https://drive.google.com/open?id=1cVuXby1DfalbvU1ZWaW6-z5wmtvHnGgV">https://drive.google.com/open?id=1cVuXby1DfalbvU1ZWaW6-z5wmtvHnGgV</a>	7/31/2023	Mailed response letter to attorneys	Complete
23-019	8/8/2023 10:54:29	tdonjuan@cityofchipley.com	Document/Contract Review	Stephanie Broxton is appealing the code enforcement order. Please advise on what needs to be done. The appeal date was up on August 5, 2023.	8/8/2023	8/14/2023	Tamara Donjuan	<a href="https://drive.google.com/open?id=113SmdajnbafrXtQDPHbbai-uyKZhYbw">https://drive.google.com/open?id=113SmdajnbafrXtQDPHbbai-uyKZhYbw</a>	8/8/2023	Sent memo to TD	Complete
23-020	8/29/2023 9:23:38	ptanner@cityofchipley.com	Draft Document	You stated in the meeting this month that we will need a resolution to approve the Chamber Blues & Brews Event since it does not follow code. Will you be sending us the verbiage for that resolution?	8/29/2023	9/1/2023	Patrice Tanner		9/5/2023	Sent draft to PT	Complete
23-021	9/12/2023 14:28:01	tdonjuan@cityofchipley.com	Document/Contract Review	This is a old code case that was sold at a tax deed auction and the city claimed the surplus from the sale. Can you file a satisfaction for this case? I have attached all documents in reference to this case.	9/12/2023	9/18/2023	Tamara Donjuan	<a href="https://drive.google.com/open?id=1q8JGSmigEoFGIDKKl6SK6xDzekvoOd06">https://drive.google.com/open?id=1q8JGSmigEoFGIDKKl6SK6xDzekvoOd06</a>	10/21/2023	Sent draft to TD	Complete
23-022	10/3/2023 10:34:42	SThompson@cityofchipley.com	Draft Document	Good Morning Michelle,  Could you help me prepare an agreement between the Police Department, CLS Technology and selected downtown businesses for the installation, use of power, and internet services for businesses allowing us to install surveillance cameras at their businesses.  We will need to be able to access our equipment, perform maintenance, and install equipment as needed. We will also need to be notified if the business closes down or otherwise moves so that we can retrieve our equipment.  I have a couple of businesses that tentatively agreed to allow us to install these cameras and use their internet services, so I guess you could leave the business name blank and we can fill that in as needed.	10/3/2023	10/13/2023	Scott Thompson		11/20/2023	Sent agreement to CST	Complete
23-023	10/11/2023 8:08:33	tdonjuan@cityofchipley.com	Document/Contract Review	Gary Everett is quieting a title on an old code case that was sold at a tax deed auction on 9/14/21 the city did claim a surplus for \$13,248.44 he is requesting a satisfaction for the lien. Can you help with this request? his case number thru the clerk's office is 23CA102.	10/11/2023	10/20/2023	Tamara Donjuan		10/21/2023	Sent draft to TD	Complete
23-024	10/18/2023 10:22:43	tdonjuan@cityofchipley.com	Document/Contract Review	Will you please file a surplus claim for a code case? The Estate of Mary Mydosh, 589 Main Street. I have attached the surplus claim form and lien to the property. Please forward me a copy once complete for my records. Thank you. The surplus amount is \$11,188.75.	10/18/2023	10/27/2023	Tamara Donjuan	<a href="https://drive.google.com/open?id=1mEyKcgdBwtmndV7mp-yc4jRPRzGmNBuH">https://drive.google.com/open?id=1mEyKcgdBwtmndV7mp-yc4jRPRzGmNBuH</a> , <a href="https://drive.google.com/open?id=1JAah1oGHU2j-1mp1o7yFrU4ST52xaUn_">https://drive.google.com/open?id=1JAah1oGHU2j-1mp1o7yFrU4ST52xaUn_</a>	10/21/2023	Sent draft to TD	Complete

Tracking Number	Timestamp	Email Address	Legal Service Requested	Summary of Request	Date Submitted	Response Deadline	Contact Name	Supporting Documentation for Request	MBJ Reviewed	Notes	Status
23-025	10/20/2023 9:51:43	tdonjuan@cityofchipley.com	Document/Contract Review	I am attaching an order on a code case that I need to have a final expense thru today to including fines that have been assessed. They are trying to pay the fines to sell the property. They have cleaned the lot up.	10/20/2023	10/24/2023	Tamara Donjuan	<a href="https://drive.google.com/open?id=1B16x6rPzSTRKSynX44i6Vg-0Y_QnmJuG">https://drive.google.com/open?id=1B16x6rPzSTRKSynX44i6Vg-0Y_QnmJuG</a>	10/21/2023	Sent memo to TD	Complete
23-026	10/27/2023 10:23:36	tdonjuan@cityofchipley.com	Document/Contract Review	Quick question to the variance process in regards to the alcoholic beverage license. Can you review our ordinance? Alcoholic beverages are for only permitted in commercial land use areas. Variances may not be permitted in other land uses except for commercial is how I read the ordinance. Can you verify if this is correct?	10/27/2023	11/2/2023	Tamara Donjuan		10/30/2023	Sent memo to TD	Complete
23-027	11/14/2023 14:52:36	tdonjuan@cityofchipley.com	Document/Contract Review	The property owners have sold the sinclair property and have the check for us. Can you prepare a satisfaction?	11/14/2023	11/20/2023	Tamara Donjuan	<a href="https://drive.google.com/open?id=1uS98LfMT7a7q2_EQHV6_qlbg4QHjywtX">https://drive.google.com/open?id=1uS98LfMT7a7q2_EQHV6_qlbg4QHjywtX</a>	11/20/2023	Sent draft to TD	Complete
23-028	12/5/2023 14:20:57	ptanner@cityofchipley.com	Document/Contract Review	Per Dan's request please research and take the lead on the Local Bill Process we need to follow for the annexations so we can make sure it is done properly. We should have the legal descriptions from the surveyor in the next week. Just let us know what we need to do.	12/5/2023	12/11/2023	Patrice Tanner		12/13/2023	Sent memo to PT	Complete
23-029	12/8/2023 12:29:02	ptanner@cityofchipley.com	Document/Contract Review	Public Records Request from Mr. James Brooks: Please provide fines imposed on the Mongoven Building property since the time it was abandoned.	12/8/2023	12/12/2023	Patrice Tanner		12/12/2023	Sent memo to PT	Complete
23-030	12/15/2023 9:58:19	sthompson@cityofchipley.com	Draft Document	Lease between Community South Credit Union and the City of Chipley for the property of 1042 Hwy 90, Chipley Florida, which is the tower site. This property was recently given its own address for the tower and communications building. I have attached the new survey of the property below for your review. If you need anything further please let me know.	12/15/2023	1/31/2024	Scott Thompson	<a href="https://drive.google.com/open?id=1vzxue8idQF93dBc_nvZU32Kug7bE-OJt">https://drive.google.com/open?id=1vzxue8idQF93dBc_nvZU32Kug7bE-OJt</a>	12/19/2023	Sent draft to ST	Complete
24-001	1/3/2024 9:08:04	tdonjuan@cityofchipley.com	Request for Formal Written Opinion to City Council	We spoke the other day about the new business coming in downtown that will be selling alcoholic beverages and will be having food trucks. They are wanting to apply for alcoholic beverage license 8COP this is typically the license type for a restaurant. On the application the zoning officer is required to sign off for zoning. Would there be any issues if the City approved and signed off on this establishment.	1/3/2024	1/9/2024	Tamara Donjuan				

# COC: Current Litigation

as of February 27, 2023

Section F, Item 1.

Attorney	Case Name	Court Judge Docket No.	Description	Outside Counsel	Parties	Up po sin	Lit Hold? (Y/N)	Per son	Case Status
Goldhagen, Matt	COC v Annie Holmes	<b>Court:</b> Washington Co. - Circuit Civil <b>Case No.</b> 2023-CA-07 <b>Judge:</b> Christopher Patterson <b>Magistrate Judge:</b> N/A	Foreclosure of Code Enforcement Lien / N. Church Ave.	Matt Goldhagen Blankenship Jordan P.A. 1512 Highway 90 Chipley, FL 32428 matt@blankenshipjordanpa.com (850) 638-9693	<b>Plaintiff(s):</b> City of Chipley <b>Defendant(s):</b> Annie Holmes <b>Third Parties:</b> N/A		N		1/13/23 - Complaint filed & Summons Issued. Waiting on USPS PO Box Request to come back with Street Address for Service of Complaint & Summons. 2/14/23 Sent Summons & Complaint to Sherrif for service upon Defendant. 4/10/23 - Waiting for ROS from Sherrif. 5/11/23-Receive Return of Non Service. 6/26/23 - Waiting on service by Publication due being unable to serve Annie Holmes. 7/26/23 - Proof of Publication for 7/12/23 & 7/19/23 filed. Waiting for Proof of Publication for 7/26/23 & 8/2/23. 8/18/23 - Filed Notice of Filing Affidavit of Publications. 8/22/23 - Clerk's default entered. Need to file Motion to Default Judgment & schedule hearing. 9/20/23 - Filed Notice of Substitution of Counsel. 12/22/23 - File Motion for Default Judgment.
Goldhagen, Matt	COC v Jeremie & Carlie Peters et al	<b>Court:</b> Washington Co. - County Civil <b>Case No.</b> 2023-CC-41 <b>Judge:</b> Frederick Peel <b>Magistrate Judge:</b> N/A	Foreclosure of Code Enforcement Lien / 1471 S. Railroad Ave.	Matt Goldhagen Blankenship Jordan P.A. 1512 Highway 90 Chipley, FL 32428 matt@blankenshipjordanpa.com (850) 638-9694	<b>Plaintiff(s):</b> City of Chipley <b>Defendant(s):</b> Jeremie Peters, Carlie Petres, Kathy J. Warrington n/k/a Kathy Hartzog, John E. Hartzog, & Fareoffercashnow, Inc. <b>Third Parties:</b> N/A		N		1/13/23 - Complaint drafted & awaiting attorney's review. 3/20/23 - Followed up w/Atty re: file complaint. 4/21/23 Follow up w/Atty re filing Complaint and other pleadings. 5/1/23 - Complaint, Notice of Lis Pendens & Notice of Appearance filed w/Court. 6/23/23 - waiting on returns of service. 7/26/23 - FairOffer served on 7/20/23 & 8/9/23 Answer due deadline calendared. Kathy & John Hartzog served of 7/26/23 & 8/15/23 Answer due deadline calendared. Return of Non-Service filed on 7/26/23 for Carlie Peters, may reside in Destin. 8/25/23 - Still awaiting service upon Carlie Peters and Jeremie Peters. 9/20/23 - Filed Notice of Substitution of Counsel. 11/30/23 - No answers filed. 12/22/23 - Motions for Clerk default being prepared.
Goldhagen, Matt	COC v. Estate of Joseph R. Ledlow et al	<b>Court:</b> Washington Co. - Circuit Civil <b>Case No.</b> 2023-CA-59 <b>Judge:</b> Christopher Patterson <b>Magistrate Judge:</b> N/A	Foreclosure of Code Enforcement Lien / 1278 Holley Ave. & 492 2nd Street	Matt Goldhagen Blankenship Jordan P.A. 1512 Highway 90 Chipley, FL 32428 matt@blankenshipjordanpa.com (850) 638-9695	<b>Plaintiff(s):</b> City of Chipley <b>Defendant(s):</b> Estate of Joseph R. Ledlow a/k/a Joseph R. Ledlow, Deceased; All Heirs, Beneficiaries, Devisees, Legatees, Spouses & Creditors of Joseph R. Ledlow a/k/a Joseph R. Ledlow, Deceased <b>Third Parties:</b> N/A		N		1/13/23 - Complaint drafted & awaiting attorney's review. 3/20/23 - Followed up w/Atty re: file complaint. 4/21/23 Follow up w/Atty re filing Complaint and other pleadings. 4/28/23 - Complaint, Notice of Lis Pendens & Notice of Appearance filed w/Court. Waiting for service by Publication. 7/26/23 - Publications scheduled for 7/26/23, 8/2/23, 8/9/23, & 8/16/23. 8/18/23 - Filed Notice of Filing Affidavit of Publications. Need to file Motion to Appoint Admin Alitem. 9/20/23 - Filed Notice of Substitution of Counsel. 11/15/23 - Received a second recorded Order. Waiting for title work. Will amend the complaint to include new lien. 12/22/23 - Appoint Ad. Litem & Amend complaint to include 492 2nd Street CE Lien.
Goldhagen, Matt	COC v. Estate of Mary C. MyDosh et al.	<b>Court:</b> Washington Co. - County Civil <b>Case No.</b> 2023-CC-39 <b>Judge:</b> Frederick Peel <b>Magistrate Judge:</b> N/A	Foreclosure of Code Enforcement Lien / 589 Main Street & 592 Main Street	Matt Goldhagen Blankenship Jordan P.A. 1512 Highway 90 Chipley, FL 32428 matt@blankenshipjordanpa.com (850) 638-9697	<b>Plaintiff(s):</b> City of Chipley <b>Defendant(s):</b> Estate of Mary C. Mydosh a/k/a Mary Mydosh a/k/a Marh Carmella Davis; Charles Smejkal, Jr.; All Heirs, Beneficiaries, Devisees, Legatees, Spouses & Creditors of Mary C. Mydosh a/k/a Mary Mydosh a/k/a Marh Carmella Davis, Deceased <b>Third Parties:</b> N/A		N		2/9/23 - Requested Title Work. 4/24/23 - Draft Complaint, Summons, Notice of Action, Notice of Lis Pendens, Affidavit of Const. Service, Notice of Appearance and emailed to JAM for review. 4/28/23 - Complaint, Notice of Lis Pendens & Notice of Appearance filed w/Court. Waiting on service. 6/23/23 - Waiting on service by publication. 7/26/23 - Waiting on Return of Service for Smejkal & proof of publications (publications are scheduled for 7/26/23, 8/2/23, 8/9/23, & 8/16/23. 8/18/23 - Filed Notice of Filing Affidavit of Publications. Need to file Motion for Clerk's Default & Appoint Admin Alitem. 9/20/23 - Filed Notice of Substitution of Counsel. 11/30/23 - In process of getting admin ad litem/attorney ad litem appointed. 12/22/23 - Drop Count l of Complaint & Appoint Ad. Litem.

# COC: Current Litigation

as of February 27, 2023

Section F, Item1.

Goldhagen, Matt	COC v. Nancy Elizabeth White	<b>Court:</b> Washington Co. <b>Case No.</b> N/A <b>Judge:</b> N/A <b>Magistrate Judge:</b> N/A	Foreclosure of Code Enforcement Lien / 737 Sinclair St.	Matt Goldhagen Blankenship Jordan P.A. 1512 Highway 90 Chipley, FL 32428 matt@blankenshipjordanpa.com (850) 638-9698	<b>Plaintiff(s):</b> City of Chipley <b>Defendant(s):</b> Nancy Elizabeth White <b>Third Parties:</b> N/A	N	2/24/23 - Need to bring motion back to court to enter an amended order that identifies both parcels (correct scrivener's error). 3/20/23 - Tax deed sale scheduled. COC filed claim for surplus funds. 12/22/23 - Interpleader suit filed.
Goldhagen, Matt	COC v. Estate of Dennie Gilmore a/k/a Dennie Gilmore, Deceased et al	<b>Court:</b> Washington Co. - Circuit Court <b>Case No.</b> 2023-CA-47 <b>Judge:</b> Christopher Patterson <b>Magistrate Judge:</b> N/A	Foreclosure of Code Enforcement Lien / 1209 Campbellton Ave	Matt Goldhagen Blankenship Jordan P.A. 1512 Highway 90 Chipley, FL 32428 matt@blankenshipjordanpa.com (850) 638-9699	<b>Plaintiff(s):</b> City of Chipley <b>Defendant(s):</b> Estate of Dennie Gilmore a/k/a Dennie Gilmore, Deceased; All Heirs, Beneficiaries, Devisees, Legatees, Spouses & Creditors of Dennie Gilmore a/k/a Dennie Gilmore, Deceased <b>Third Parties:</b> N/A	N	1/13/23 - Complaint drafted & awaiting attorney's review. 3/20/23 - Followed up w/Atty re: file complaint. 4/10/23 Notarized Aff. Const. Service. File Complaint, Summons, NOA & NOLis Pendens. Notice of Action in Foreclosure publication is currently running and will be complete on 5/10/23. Answer to complaint due May 19. 6/23/23 - Drafting motion to appoint administrator ad litem for estate. 9/20/23 - Filed Notice of Substitution of Counsel. 11/30/23 - In process of getting admin ad litem/attorney ad litem appointed.
Goldhagen, Matt	COC v. Estate of Martha Pippin	<b>Court:</b> Washington Co. <b>Case No.</b> <b>Judge:</b> <b>Magistrate Judge:</b>	Foreclosure of Code Enforcement Lien / 777 West Boulevard & 499 Martin Luther King Drive	Matt Goldhagen Blankenship Jordan P.A. 1512 Highway 90 Chipley, FL 32428 matt@blankenshipjordanpa.com (850) 638-9700	<b>Plaintiff(s):</b> City of Chipley <b>Defendant(s):</b> Estate of Martha D. Deal Pippin; Michael Brian Tylor; Amanda Taylor <b>Third Parties:</b> N/A	Y	5/17/23 - Possible Homestead property. 12/22/23 - Prepare complaint.
Goldhagen, Matt	COC v. Richard Barrentine	<b>Court:</b> Washington Co. <b>Case No.</b> <b>Judge:</b> <b>Magistrate Judge:</b>	Foreclosure of Code Enforcement Lien / 1219 Johnson Avenue	Matt Goldhagen Blankenship Jordan P.A. 1512 Highway 90 Chipley, FL 32428 matt@blankenshipjordanpa.com (850) 638-9701	<b>Plaintiff(s):</b> City of Chipley <b>Defendant(s):</b> Richard Barrentine and Diana Barrentine <b>Third Parties:</b>	y	4/28/23 - Waiting for recorded lien. 8/28/23 - received title work. 9/8/23 - Title work shows mortgage foreclosure suit filed. Researching whether junior lien foreclosure or intervene in existing foreclosure suit to claim surplus funds. 12/22/23 - Moratorium until May.
Goldhagen, Matt	COC v. BC Graham Theological Seminary	<b>Court:</b> Washington Co. - County Civil <b>Case No.</b> 2023-CC-81 <b>Judge:</b> Frederick Peel <b>Magistrate Judge:</b> N/A	Foreclosure of Code Enforcement Lien / 1218 Campbellton Ave.	Matt Goldhagen Blankenship Jordan P.A. 1512 Highway 90 Chipley, FL 32428 matt@blankenshipjordanpa.com (850) 638-9702	<b>Plaintiff(s):</b> City of Chipley <b>Defendant(s):</b> BC Graham Theological Seminary <b>Third Parties:</b>	N	4/28/23- Waiting for recorded lien. 8/25/23 - Waiting for title work. 9/19/23 - File Complaint, Summonses, Notice of Lis Pendens, and Notice of Appearance. 10/10/23 - g. McGhee, D. Davis, J. Wilson & M. Wilson served. Wilson filed Mtn to Dismiss. 10/19/23 - Return of Non Service re: BC Graham. 10/24/23 - Peel Recusal Order entered & Order of Reassignment to Judge Roberts. 10/27/23 - Return of Non Service re: J. Kirkland. 12/22/23 - Stipulation for Dismissal prepared.
Goldhagen, Matt	COC v. Sandra Brewer	<b>Court:</b> Washington Co. <b>Case No.</b> <b>Judge:</b> <b>Magistrate Judge:</b>	Foreclosure of Code Enforcement Lien / 746 West Blvd.	Matt Goldhagen Blankenship Jordan P.A. 1512 Highway 90 Chipley, FL 32428 matt@blankenshipjordanpa.com (850) 638-9703	<b>Plaintiff(s):</b> City of Chipley <b>Defendant(s):</b> Sandra Brewer and Iplusive Expressions, LLC <b>Third Parties:</b>	N	4/12/23 - Lien recorded. 8/25/23 - Waiting for title work. 12/22/23 - Prepare Complaint
Goldhagen, Matt	COC v. Stephanie Broxton	<b>Court:</b> Washington Co. - Circuit Court <b>Case No.</b> 2023-CA-86 <b>Judge:</b> Christopher Patterson <b>Magistrate Judge:</b> N/A	Appeal of Code Enforcement Lien / 653 Bennett Drive	Matt Goldhagen Blankenship Jordan P.A. 1512 Highway 90 Chipley, FL 32428 matt@blankenshipjordanpa.com (850) 638-9706	<b>Plaintiff(s):</b> City of Chipley <b>Defendant(s):</b> Stephanie Broxton <b>Third Parties:</b>	N	6/22/23 - Order finding Violation. 30 day waiting period for appeal. Broxton filed appeal 31 days after Order. COC filed Motion to Dismiss. 8/22/23 - Judge denied Motion to Dismiss. 10/26/23 - Order dismissing appeal due to Appellant's failure to file the required brief. 12/22/23 - Waiting on direction from Council - CRA grant received.
Goldhagen, Matt	COC v. Joshua Deans	<b>Court:</b> Washington Co. <b>Case No.</b> <b>Judge:</b> <b>Magistrate Judge:</b>	Foreclosure of Code Enforcement Lien / 745-763 1st Street	Matt Goldhagen Blankenship Jordan P.A. 1512 Highway 90 Chipley, FL 32428 matt@blankenshipjordanpa.com (850) 638-9707	<b>Plaintiff(s):</b> City of Chipley <b>Defendant(s):</b> Joshua Deans and Jeremy Deans <b>Third Parties:</b>	N	6/22/23 - Order finding Violation. 30 day waiting period for appeal. 9/25/23 - Waiting for title work.

# COC: Current Litigation

as of February 27, 2023

Section F, Item1.

Goldhagen, Matt	COC v. Latonia Mckinnie	<b>Court:</b> Washington Co. <b>Case No.</b> <b>Judge:</b> <b>Magistrate Judge:</b>	Foreclosure of Code Enforcement Lien / 1167 6th Street	Matt Goldhagen Blankenship Jordan P.A. 1512 Highway 90 Chipley, FL 32428 matt@blankenshipjordanpa.com (850) 638-9708	<b>Plaintiff(s):</b> City of Chipley <b>Defendant(s):</b> Latonia Mckinnie <b>Third Parties:</b>	N	6/22/23 - Order finding Violation. 30 day waiting period for appeal. 11/15/23 - Received recorded Order. Waiting for title work. 12/22/23 - Follow up w/TD re: magistrate.
Goldhagen, Matt	Lora Bell v. COC	<b>Court:</b> Washington Co. - Circuit Court <b>Case No.</b> 2023-CA-77 <b>Judge:</b> Christopher Patterson <b>Magistrate Judge:</b> N/A	Interpleader Complaint / 737 Sinclair Street	Matt Goldhagen Blankenship Jordan P.A. 1512 Highway 90 Chipley, FL 32428 matt@blankenshipjordanpa.com (850) 638-9709	<b>Plaintiff(s):</b> Hon. Lora Bell, Clerk of Court <b>Defendant(s):</b> City of Chipley, Nancy E. White, Amy K. Hill, William M. Hill, Andrew H. Hill, Tina M. Hill, Monica N. Hill, Christina Hill, and Teannah Hill <b>Third Parties:</b> N/A	N	7/18/23 COC served with Complaint. Answer filed 8/9/23. 9/20/23 - Filed Notice of Substitution of Counsel. 11/17/23 - Clerk filed motion for interpleader. Hearing hasn't been scheduled due to all parties not being personally served.
Goldhagen, Matt	CPD v. Nipul Metha	<b>Court:</b> Washington Co. - Circuit Court <b>Case No.</b> 2023-CA-85 <b>Judge:</b> Christopher Patterson <b>Magistrate Judge:</b> N/A	Forfeiture	Matt Goldhagen Blankenship Jordan P.A. 1512 Highway 90 Chipley, FL 32428 matt@blankenshipjordanpa.com (850) 638-9710	<b>Plaintiff(s):</b> Chipley Police Department <b>Defendant(s):</b> Nipul Metha, Atul Modi, and Nitya, Inc. d/b/a Gas Mart/77 Gas Mart <b>Third Parties:</b> N/A	N	8/4/23 - Petition for Final Order of Forfeiture filed with the Court. 8/9/23 - Atul Modi and Gas Mart served with Petition & Summons. 8/25/23 - Serve Nipul Metha.
Goldhagen, Matt		<b>Court:</b> Washington Co. - <b>Case No.</b> <b>Judge:</b> <b>Magistrate Judge:</b>	Foreclosure of Code Enforcement Lien / 5871 7th Street	Matt Goldhagen Blankenship Jordan P.A. 1512 Highway 90 Chipley, FL 32428 matt@blankenshipjordanpa.com (850) 638-9689	<b>Plaintiff(s):</b> City of Chipley <b>Defendant(s):</b> [DEFENDANT] <b>Third Parties:</b> [THIRD PARTIES]	N	12/22/23 - Special Magistrate to amend order to correct address.
Goldhagen, Matt	COC v. Terry Davis	<b>Court:</b> Washington Co. - <b>Case No.</b> <b>Judge:</b> <b>Magistrate Judge:</b>	Foreclosure of Code Enforcement Lien / 504 MLK Drive	Matt Goldhagen Blankenship Jordan P.A. 1512 Highway 90 Chipley, FL 32428 matt@blankenshipjordanpa.com (850) 638-9689	<b>Plaintiff(s):</b> City of Chipley <b>Defendant(s):</b> Terry Davis <b>Third Parties:</b> [THIRD PARTIES]	N	[DESCRIPTION OF RECENT FILINGS AND PROCEDURAL POSTURE]
Goldhagen, Matt	COC v. Edith Juanita Hogan	<b>Court:</b> Washington Co. - <b>Case No.</b> <b>Judge:</b> <b>Magistrate Judge:</b>	Foreclosure of Code Enforcement Lien / 737 Pecan Street	Matt Goldhagen Blankenship Jordan P.A. 1512 Highway 90 Chipley, FL 32428 matt@blankenshipjordanpa.com (850) 638-9689	<b>Plaintiff(s):</b> City of Chipley <b>Defendant(s):</b> Edith Juanita Hogan, <b>Third Parties:</b> [THIRD PARTIES]	N	[DESCRIPTION OF RECENT FILINGS AND PROCEDURAL POSTURE]
Goldhagen, Matt	COC v. Thelma Wood	<b>Court:</b> Washington Co. - <b>Case No.</b> <b>Judge:</b> <b>Magistrate Judge:</b>	Foreclosure of Code Enforcement Lien / 771 Pecan Street	Matt Goldhagen Blankenship Jordan P.A. 1512 Highway 90 Chipley, FL 32428 matt@blankenshipjordanpa.com (850) 638-9689	<b>Plaintiff(s):</b> City of Chipley <b>Defendant(s):</b> Thelma Wood <b>Third Parties:</b> [THIRD PARTIES]	N	[DESCRIPTION OF RECENT FILINGS AND PROCEDURAL POSTURE]
Goldhagen, Matt	COC v. Pamela Moore et. al.	<b>Court:</b> Washington Co. - <b>Case No.</b> <b>Judge:</b> <b>Magistrate Judge:</b>	Foreclosure of Code Enforcement Lien / 869 Chesnut Hill	Matt Goldhagen Blankenship Jordan P.A. 1512 Highway 90 Chipley, FL 32428 matt@blankenshipjordanpa.com (850) 638-9689	<b>Plaintiff(s):</b> City of Chipley <b>Defendant(s):</b> Pamela Moore, David A. Marshall <b>Third Parties:</b> [THIRD PARTIES]	N	[DESCRIPTION OF RECENT FILINGS AND PROCEDURAL POSTURE]
Goldhagen, Matt	COC v. Chipley Course, LLC	<b>Court:</b> Washington Co. - <b>Case No.</b> <b>Judge:</b> <b>Magistrate Judge:</b>	Chipley Course, LLC	Matt Goldhagen Blankenship Jordan P.A. 1512 Highway 90 Chipley, FL 32428 matt@blankenshipjordanpa.com (850) 638-9689	<b>Plaintiff(s):</b> City of Chipley <b>Defendant(s):</b> [DEFENDANT] <b>Third Parties:</b> [THIRD PARTIES]	N	12/22/23 - Prepare Complaint re: dec. relief.



COC: Current Litigation

as of February 27, 2023

Section F, Item1.									
Goldhagen, Matt	Godfrey Environmental	<b>Court:</b> Washington Co. - <b>Case No.</b> <b>Judge:</b> <b>Magistrate Judge:</b>	Godfrey Environmental	Matt Goldhagen Blankenship Jordan P.A. 1512 Highway 90 Chipley, FL 32428 matt@blankenshipjordanpa.com (850) 638-9689	<b>Plaintiff(s):</b> [PLAINTIFF] <b>Defendant(s):</b> [DEFENDANT] <b>Third Parties:</b> [THIRD PARTIES]		N		12/22/23 - Monitor. Dismissed w/o prejudice

## ChIPLEY Redevelopment Agency January 2024 Report to ChIPLEY City Council

- I. The CRA Board of Directors met on Tuesday, December 19, 2023.
- 1.2 The Board of Directors approved an Amendment to the CRA Administrative Budget with the Washington County Chamber of Commerce in order to fund the hiring of a part-time Administrative Assistant. The Amendment would change the monthly budget amount from \$2325 to \$3824. This would provide the funding to hire a part-time Admin for 20 hours a week at \$15 per hour plus 15.3% payroll taxes. This will now be sent to the City Council for consideration.
- 1.3 The Board of Directors approved an Exterior Improvement Grant Application for 1342 North Railroad, Mickey Knapp, in the amount of \$20,000.
- II. Roundtable discussion topics included revitalizing the CRA Mentoring Project; the feasibility of assisting with construction of a walking path at Artis Gilmore Park; and an update on assisting with the painting of fire hydrants in the CRA District.
- III. Fiscal Year 2024 Grants Status – See Attached
- IV. Loan Balances as of 11.30.2023 – See Attached
- IV. Account Balances as of 11.30.2023 – See Attached
- V. The next CRA Meeting is scheduled for Tuesday, January 16 at 3:30 PM.

Respectfully submitted by

Michael D. Maxwell  
Executive Director

**City of Chipley**  
**Chipley Redevelopment Agency**  
**FY 2024 Grant Summary**

<u>Grant</u>				<u>Date</u>	<u>Amount</u>	<u>Date Recorded</u>
<u>Number</u>	<u>Grantee</u>	<u>Property Address</u>	<u>Type of Grant</u>	<u>Approved</u>	<u>Approved</u>	
01-2024	Sheri Graham	709 7th Street	Interior Improvement	10.17.2023	\$ 12,000.00	
02-2024	Stephanie Lee	653 Bennett Drive	Demolition Assistance	10.17.2023	\$ 2,250.00	
03-2024	Keisha Williams	1367A South Railroad	Interior Improvement	11.14.2023	\$ 10,856.00	
04-2024	Sheri Graham	709 7th Street	Exterior Improvement	11.14.2023	\$ 14,714.00	
05-2024	Sheri Graham	709 7th Street	Demolition Assistance	11.14.2023	\$ 9,825.00	
06-2024	Sheri Graham	709 7th Street	Exterior Infrastructure	11.14.2023	\$ 3,000.00	
07-2024	Mickey Knapp	1342 N. Railroad	Exterior Improvement	12.19.2023	\$ 20,000.00	
					<u>\$ 72,645.00</u>	



## Chipley Fire Department

### December 2023 Monthly Activity Report

From: Hunter Aycock, Fire Chief

Type of Call	November	December	For the Year of 2023 - 2024	
	Totals	Totals	Total Calls	Responders
Structure Fires	3	3	Structure Fires	10
Vehicle Fires	2	3	Vehicle Fires	6
Wild land Fires	4	1	Wild Land Fires	15
Fire Alarms	8	10	Fire Alarms	27
Meeting (Business & Training)	2	1	Meetings	7
MVA ( Traffic Crashes)	2	4	Sig 4 ( Traffic Crashes)	15
First Responder	0	0	First Responder	0
Life Flight	0	0	Life Flights	0
Public Service Calls:	5	11	Public Service Calls:	24
			Average Response	9
Total # of calls for the month:	26	33	Total Calls:	104
Total # of calls in the City:	14	25	Total City calls:	58
Total # of calls in the County:	12	6	Total County calls:	39
Total # of Mutual Aids:	1	1	Total Mutual Aids:	3
Total # of Meetings:	2	1	Total Meetings:	7

Were currently working on starting the process of testing all fire hydrants this will allow all hydrants to be painted to NFPA standards. Hydrants will then be painted red, orange, green, blue.

Red     0 - 500 GPM  
 Orange   500 - 999 GPM  
 Green   1,000 - 1,499 GPM  
 Blue     1,500 - above GPM



# *City of Chipley*

## CODE ENFORCEMENT

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



Section F, Item4.

### December 2023

#### 1. Total Active Cases: 10

These active cases include subsection a) some cases may include multiple violations.

##### a. Public Nuisance: 14

- Junk, Trash and Debris: 6
- Building/Structure Violations: 4
- Junk Cars: 1
- Overgrown Lots: 3
- Fence Violations: 0
- 911 Addressing Violations: 0
- RV, Vehicle, Outbuilding used for residential living: 0
- Zoning Violations (to include Signage): 0
- Construction Container Violations: 0
- Swimming Pool Violations: 0
- Obstruction of Right-of-Way: 0
- Permit Violations: 0
- Pitbull Registration Violation: 0
- Utilities Violation: 0

#### 2. New cases opened this month: 18

#### 3. Properties Posted this month: 0

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

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

#### 6. Cases Closed this Month: 11

These closed cases include subsection b) some cases may include multiple violations.

##### a. 0 of these closed cases are from previous months.

##### b. Public Nuisance: 11

- Junk, Trash and Debris: 9
- Building/Structure Violations: 0
- Junk Cars: 1
- Overgrown Lots: 0
- Fence Violations: 0

- 911 Addressing Violations: **0**
- RV, Vehicle, Outbuilding used for residential living: **0**
- Zoning Violations: **0**
- Garbage Container Left at Roadside: **0**
- Swimming Pool Violations: **0**
- Obstruction of Right-of-Way (to include Signage): **1**
- Permit Violations: **0**
- Animal Control Violations: **0**
- Utilities Violation: **0**
- Outside Burning of Household Trash: **0**
- Demo Debris: **0**

#### **9. Code Enforcement Verification: 4**

1. 653 Bennett Drive
2. 1167 Jackson Avenue
3. 1163 Jackson Avenue
4. Pecan Street

#### **10. Pit bull Registration: 0**

#### **11. Properties with Active Liens: 16**

1. 1209 Campbellton Avenue 08/05/2020 Sent to attorney.
2. 589 Main Street 09/19/2022 Surplus Claim for \$11,188.75 request on 10/24/2023
3. 1278 Holley Avenue (Two Liens) 08/05/2020 & 08/26/2022 Sent to attorney.
4. 1471 S. Railroad Avenue 07/11/2022 Sent to attorney.
5. Church Avenue 07/11/2022 Sent to attorney.
6. 592 Main Street 09/19/2022 Sent to attorney.
7. 777 West Boulevard 01/09/2023 Sent to attorney.
8. 499 Martin Luther King Drive 01/09/2023 Sent to attorney.
9. 746 West Boulevard 4/12/2023 Sent to attorney.
10. 1214 Johnson Avenue 05/08/2023 Sent to attorney.
11. 1218 Campbellton Avenue 05/08/2023 Sent to attorney.
12. 1167 6<sup>th</sup> Avenue 8/10/2023 Liens accruing.
13. 492 2<sup>nd</sup> Street 8/10/2023 Liens accruing.
14. 504 Martin Luther King Drive 11/21/23 Liens accruing.
15. 771 Pecan Street 12/4/23 Liens accruing.
16. 869 Chesnut Hill Street 12/4/23 Liens accruing.

# Case Report

12/1/2022 - 12/31/2023

Case Date	Owner Name	Parcel #	Parcel Address	Description	Main Status
12/29/2023	WASHINGTON COUNTY/JEFF MASSEY	00000000-00-2891-0000	1292 MORRIS AVE	Structure in disrepair, excessive grass, weeds, and vegetation	Active
12/29/2023	L D & JOYCE HODGES	00000000-00-2867-0000	539 2ND ST	Junk. rubbish, abandoned materials	Active
12/28/2023	JOHN BLEDSOE	00000000-00-2871-0000	511 2ND ST	Junk vehicles/abandoned materials	Active
12/28/2023	VIVIAN J & PERCY L MORRIS	00000000-00-1170-00004	1189 1ST AVE	Junk, trash, abandoned materials	Active
12/27/2023	HOLY BAND OF INSPIRATION INC	00000000-00-1155-0000	758 PEACH ST	Disrepair on structure	Active
12/27/2023	ANDERSON GEORGIA & ETAL	00000000-00-1151-0000	PEACH ST	Junk, trash, rubbish	Active
12/12/2023	JOHN BRIGHAM JR ESTATE / HEIRS	00000000-00-2713-0000	CAMPBELLTON AVE	Rubbish, junk. abandoned materials	Active
11/16/2023	WINSTON S & TAMMY ROBINSON	00000000-00-2961-0000	1385 WARREN AVE	Structure in Disrepair	Active
6/7/2023	EDITH JAUNITAHOGAN C/O JOHNNY SMITH	00000000-00-1118-0000	737 PECAN ST	Excessive grass, weeds, vegetation and disrepair	Active
4/13/2023	STEPHANIE L BROXTON	00000000-00-1062-0000	653 BENNETT DR	House in Disrepair, excessive grass, weeds, and vegetation	Active

Total Records: 10

12/29/2023

# Case Report

12/1/2023 - 12/31/2023

Case Date	Owner Name	Parcel #	Parcel Address	Description	Main Status
12/27/2023	MYRICK THOMAS & RUTH	00000000-00-1157-0000	1157 5TH AVE	Piles of dirt	Closed Case
12/27/2023	EDMOND R JENKINS & ETAL	00000000-00-1151-0001	754 PEACH ST	Junk, trash, debris	Closed Case
12/14/2023	SHELBY ODOM	00000000-00-2165-0002	900 8TH ST	Abandoned materials	Closed Case
12/12/2023	UNKNOWN		Orange Hill/Haywood Dr	Signage	Closed Case
12/12/2023	GWAUN REED	00000000-00-1227-0000	618 9TH ST	Rubbish, junk, abandoned materials	Closed Case
12/11/2023	VIVIAN MORRIS	00000000-00-2710-0001	1207 CAMPBELLTON AVE	Rubbish, junk, abandoned materials	Closed Case
12/7/2023	Redd Whyte LLC / TENANT	0000000000026990001	550 Bennett Dr	Junk Vehicle	Closed Case
12/5/2023	ELMER & BEVERLY SIMMONS	00000000-00-1082-0000	753 EAST BLVD	Abandoned materials	Closed Case
12/4/2023	STEPHANIE ELKINS	00000000-00-1088-0001	769 EAST BLVD	Abandoned materials.	Closed Case
12/4/2023	CYNTHIA C RICE	00000000-00-1090-0003	1191-1193 5TH AVE	Abandoned materials.	Closed Case
12/4/2023	CHAUCEY & SERITA SCANLAN	00000000-00-1094-0001	1194 6TH AVE	Abandoned materials.	Closed Case

Total Records: 11

12/29/2023





**CITY OF CHIPLEY  
PLANNING & ZONING REPORT  
FOR THE MONTH OF DECEMBER 2023**



**TO:** City Council  
**FROM:** Tamara Donjuan – Planning Officer  
**DATE:** January 2, 2024

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**(1) Land Use Compliance Certificates: 13**

- 1 – 508 3<sup>rd</sup> Street – Electrical Repair
- 2 – 1313 Forrest Avenue – New Construction
- 3 – 5<sup>th</sup> Street – Selective Demo (Monogovan Building)
- 4 – 808 Main Street – Roof Installation
- 5 – 1239 Coggin Avenue – Demo
- 6 – 640 Pecan Street – Renovations and HVAC
- 7 – 1150 4<sup>th</sup> Avenue – Renovations
- 8 – 731 Orange Street – Renovations and HVAC
- 9 – 664 2<sup>nd</sup> Street – Fence Installation
- 10 – 747 Sinclair Street – Solar Installation
- 11 – 748 3<sup>rd</sup> Street – Shed Installation
- 12 – 613 Bennett Drive – House Renovations
- 13 – 788 4<sup>th</sup> Street – New Construction for Shed

**(2) Tree Removal Permits: 1**

- 1 – 1151 1<sup>st</sup> Avenue

**(3) Demolition Permits: 3**

- 1 – 5<sup>th</sup> Street
- 2 – 737 Pecan Street
- 3 – 1239 Coggins Avenue

**(4) Zoning Changes: 0**

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

- 1 – 5<sup>th</sup> Street

**(6) Signage: 0**

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

**(8) Development Orders: 1**

- 1 – 1313 Forrest Avenue – New Construction

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

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

*Section F, Item 5.*

1 – 5<sup>th</sup> Street

**(11) Construction Permits: 0**

**(12) Zoning Verifications: 0**

**(13) Solicitor Permit: 0**

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

# Permit Report

12/1/2023 - 12/31/2023

Permit #	Permit Type	Permit Type	Permit Type	Applicant Name	Description	Land Use Designation	Owner Name	Parcel #	Parcel Address	Flood Zone	Main Status
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## Group: Certificate of Appropriateness

470	Certificate of Appropriateness	Demolition	Land Use Compliance	City of Chipley	Selected Demo	Historic Commercial	CITY OF CHIPLEY	00000000-00-1449-0000	687-691 5TH ST	No	Open

Group Total: 1

## Group: Demolition

471	Demolition			Johnny Smith	Demo Structure	Low Density Residential	EDITH JAUNITAHOGAN C/O JOHNNY SMITH	00000000-00-1118-0000	737 PECAN ST	No	Closed

Group Total: 1

## Group: Development Order

468	Development Order	Land Use Compliance		Harry Wilson Stakely	New Construction Single Family	Low Density Residential	HARRY W STAKELY	00000000-00-1744-0000	1313 FORREST AVE	No	Closed

Group Total: 1

## Group: Land Use Compliance

481	Land Use Compliance			Peggy Spivey	Shed	Low Density Residential	JOSEPH C II & PEGGY S SPIVEY	00000000-00-1936-0000	788 4TH ST	No	Closed
480	Land Use Compliance			Darla Platt	Shed Installation	Historical Residential	JEFFREY AND DARLA PLATT	00000000-00-1804-0000	748 3rd Street	No	Closed

Section F, Item5.											
479	Land Use Compliance			Chris Dalton	Solar Installation	Low Density Residential	CHRISTOPHER RYAN DALTON	00000000-00-1699-0000	747 SINCLAIR ST		
477	Land Use Compliance			Marisol Reynoso	Fence Installation	Low Density Residential	LATRICA WILLIAMS	00000000-00-1566-0003	664 2ND ST	No	Closed
476	Land Use Compliance			Gina Smith	Renovations and HVAC	Low Density Residential	GINA EVERETT	00000000-00-1139-0002	731 ORANGE ST	No	Closed
475	Land Use Compliance			Willie Boston	Renovations	Low Density Residential	WILLIE F & EVA MAE BOSTON	00000000-00-1149-0000	1150 4TH AVE	No	Closed
474	Land Use Compliance			Carlotta Speed	Renovations/HVAC	Low Density Residential	CARLOTTA L SPEED	00000000-00-1047-0010	640 PECAN ST	No	Closed
473	Land Use Compliance	Demolition		Vernita Lewis	Demo	Low Density Residential	WILLIE JAMES L PATRICK ESTATE % VERNITA PATRICK	00000000-00-1288-0001	1239 COGGIN AVE	No	Closed
472	Land Use Compliance			Sharon Harrell	Reroof Installation	Historic Commercial	SHARON HARRELL	00000000-00-1366-0000	808 MAIN ST	No	Closed
469	Land Use Compliance			Cheryl Wynn	House Renovations	Low Density Residential	Cheryl Wynn	00000000-00-1061-0000	613 BENNETT DR	No	Closed
467	Land Use Compliance			Samantha Ricci	Electrical Repair	Low Density Residential	T REARICK TRUSTEE / 3RD TRUST #504	00000000-00-2955-0009	508 3RD ST	No	Closed

Group Total: 11

## Group: Tree Removal

478	Tree Removal			Dianne Beard	Tree Removal (2)	Low Density Residential	DIANNE B BEARD	00000000-00-1170-0012	1151 1ST AVE	No	Closed

Group Total: 1

Total Records: 15

12/29/2023



# SCOTT THOMPSON, Chief of Police

*Chipley Police Department City of Chipley, Florida*

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

## MONTHLY ACTIVITY REPORT DECEMBER 1 to DECEMBER 31, 2023

OFFENSE	NUMBER
INFORMATION	3
WARRANT SERVICE	8
TRAFFIC STOP	2
SUSPICIOUS INCIDENT	1
BAKER ACT	1
BURGLARY(RESIDENCE)	1
BURGLARY(BUSINESS)	1
DISTRUBANCE	3
HIT AND RUN	1
SHOTS HEARD	1
CRIMINAL MISCHIEF	2
VEHICLE ACCIDENT	2
ABANDONED PROPERTY	1
HARASSMENT/THREATS	2
DECEASED PERSON	2
BATTERY	1
CIVIL ISSUE	1
THEFT	4
	<b>37</b>

### TOTALS

	OCT (LAST MONTH)	NOV (THIS MONTH)
TRAFFIC CITATIONS	20	16
TRAFFIC WARNINGS	103	81
TRAFFIC CRASHES	10	17



# SCOTT THOMPSON, Chief of Police

*Chipley Police Department City of Chipley, Florida*

1430 JACKSON AVENUE, • P.O. BOX 1007 • CHIPLEY, FLORIDA 32428

PHONE (850) 638-6310 • FAX (850) 638-6327

DECEMBER 1 to DECEMBER 31, 2023

## Traffic Crash Summary

<u>Date</u>	<u>Time</u>	<u>Road</u>	<u>Closest Crossroad</u>	<u>Intersection</u>	<u>Form</u>
12/1	956am	Church Ave	5 <sup>th</sup> Street	Not Intersection Related	Short
12/1	700pm	Hwy 77	Chestnut Hill	Not Intersection Related	Long
12/2	200pm	1611 Main St.	Parking lot	Not Intersection Related	Short
12/2	753pm	Hwy 77	Nadia Ave	Intersection Related	Long
12/3	452pm	1623 Main St	Parking Lot	Not Intersection Related	Short
12/6	120pm	1621 Main St.	Parking Lot	Not Intersection Related	Short
12/7	840am	Wash. Co. Courthouse	parking lot	Not Intersection Related	Long
12/11	1208pm	Hwy 77	C.R. 280	Not Intersection Related	Long
12/13	1235pm	1621 Main Str	Parking Lot	Not Intersection Related	Short
12/15	1240pm	U.S. 90	7 <sup>th</sup> Street	Intersection Related	Short
12/15	249pm	1414 Main Street	parking lot	Not Intersection Related	Short
12/16	808pm	Hwy 77	Nearing Hills Rd	Not Intersection Related	Short
12/18	844pm	Sonic	Parking Lot	Not Intersection Related	Short
12/19	130pm	Pecan St	C.R. 273	Intersection Related	Short
12/20	650pm	1611 Main St.	Parking lot	Not Intersection Related	Short
12/21	1107pm	Hwy 77	C.R. 166	Intersection Related	Short
12/28	250pm	Hwy 77	C.R. 280	Not Intersection Related	Short



# City of Chipley

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



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

### Bldg. Maintenance

Routine checks of all city buildings/Routine weekly checks of all flags, cleaning of all parks, removing trash and cleaning and stocking bathrooms/Routine monthly checks of all traffic signals, crosswalks and playground equipment at parks/Escorted Cross Country Exterminators to city buildings for monthly sprayings/Picked up trash downtown twice weekly for month/Picked up trash at Glenwood Cemetery weekly/Worked on Christmas lighting downtown/Lowered and raised flags to half staff twice for month/Located grave plot at Glenwood Cemetery for Rustin Vault/Replaced 4 “Welcome to Chipley” banners downtown/Replaced 2 electrical outlets in the antique street lamps for Christmas lights/Met with customer at Glenwood Cemetery to pick out plots for purchase/Put City decals on new City truck for City Hall/Changed out one bulb in parking lot at City Hall/Repaired one antique street lamp at the Farmer’s Market/Put down a new ADA pad in front of the old Chipley High School building/Took big USA flag down once due to inclement weather conditions/Reset the traffic signal at Hwy. 77 & Nadia Avenue/Met with WUD’s at the Farmer’s Market to camera the sewer lines from the bathrooms.

### Street

Mowed city right of ways/Maintained ditches/Sign maintenance/Equipment maintenance/Maintained streets, sidewalks and driveways/Special pickups/Limb & leaf pickup/Patched potholes in various Wards/Took out and replaced section of sidewalk on Coggin Avenue/Installed driveway at 5<sup>th</sup> Street and poured mitered ends/Installed larger storm drain pipe on 3<sup>rd</sup> Street & Watts Avenue/Bladed and added millings to milled roads in all Wards/Cut holding pond at Office Park/Put out detour and road closure signs for Christmas Parade/Mowed ditches with mini-excavator/Hauled spoiled dirt/Assisted Building Department with Christmas lighting and cleaning parks.

### Gas

Locate Tickets (46)/Gas calls (3)/New Service (1)/Pressure test (1)/Replaced meter sets (0)/Pulled inactive meters (0)/Replaced gas warning signs (1)/Service Availability request (2)/Abandonments (2)/Performed rectifier and field odorization test/Took C.P. readings/Changed gas charts 4 times for the month/Animal Complaints (6)/Cats Impounded (0)/Dogs Impounded (8)/Dead animal pick-up (0)/Gas Connects (2)/Gas Disconnects (0)/Assisted Street Department with pipe on S. 5<sup>th</sup> Street/Assisted Water Department with various water leaks.

### Water

Water Connects (15)/Water Disconnects (23)/ Re-reads (646)/Doorknockers (30)/Non-Payment Disconnects (37)/Non-Payment Reconnects (14)/Replaced meter boxes (1)/Replaced meter box lids (1)/Hydrant meter sets (0)/Locates (37)/Service leaks (7)/After-hours service leaks (0)/Water main breaks (1)/Service availability request (1)/Assisted Gas Department with new service at Community South Credit Union and abandoning services/Assisted Building Maintenance Department with taking down big USA flag/Pulled meter at 737 Pecan St. & 1239 Coggin Avenue for demo of buildings/Ran graphs at 1322 Coggin 715 7<sup>th</sup> Street, 779 Gilbert and 987 Industrial Drive/Dressed up patches on Commerce Avenue and Rustin Drive/Set water meter at 1312 Forrest Avenue/Replaced meter at 779 Gilbert Drive/Pulled meter at 1345 Jackson Avenue/Assisted Water Utilities with abandoning services on Coggin Avenue/Monitored boring crew on Church Avenue/Changed water meter out at Kate Smith Elementary.





# *City of Chipley*

## **RECREATION DEPT.**

1442 Jackson Avenue

P.O. Box 1007

Chipley, Florida 32428

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

## **Recreation Department**

### **Report for December 2023**

1. Finished Basketball Registration. (152 participants
2. Started field prep for upcoming baseball/softball season.
3. Field Maintenance.
4. Gym maintenance
5. Splashpad Maintenance.
6. Grounds and Janitorial Maintenance.



# *City of Chipley*

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

**December 29, 2023**

## **Water Utilities Department Report for December 2023**

To: City Council and Administrator

**Wastewater Treatment Facility:** The analytical results of the Wastewater Reclamation Facility for the month of November 2023 show no violations. We have not received all the results from December 2023, but what have received show no violations. Continuing to plot sewer lines and cleanouts in diamond maps.

**Collection System:** Replaced 100 feet of sewer main and replaced (3) taps.

**Lift Stations:** Work underway at Jon Teal and Vo-Tech lift station to place generators. Repaired Pontiac lift station electronic controls. Repaired City Hall lift station.

**Water Wells:** The bacteriological samples for the month of December 2023 passed. Check generators weekly.

**Spray Field:** Monitoring wells sampled this month. Routine inspections.

**Locates: 46**

**Work orders: 23**

**Sewer Stoppages: 15**

**Abonnement Sewer Lateral: 2**

**Replace Clean Out Caps: 8**

**Sewer Taps: 0**

**Replace/Repair Sewer Lateral: 3**

**Development Order: 1**

**Install Clean Out Boxes: 10**

**Replace Clean Outs: 6**

**Repair Sewer Main: 1**

**Manhole rain guards installed: 1**

**Recorded Rainfall for the month: 2.41 inches**

Jimmy Cook  
Water Utilities Director

# City of Chipley

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

TO: Mayor and Council  
City Administrator

FROM: Patrice A. Tanner, Asst. City Administrator/City Clerk

DATE: January 4, 2024

SUBJECT: Finance Office Report – December 2023

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

	<u>November</u>	<u>December</u>
Number of utility bills for the normal billing cycle	2,027	2,026
Number of new accounts opened during the month	24	15
Number of accounts closed during the month	36	18
Number of accounts transferred during the month	4	2
Credit Card Payments at Counter/By Phone	286	273
Credit Card/E-check Payments Online	363	375
Issued Work Orders	90	105
Issued Availability of Service Forms	2	3
Issued Business Tax Licenses	6	3
Purchase Orders Issued	102(\$149,354.53)	31(\$162,291.87)
Accounts Payable Checks Issued	193(\$754,845.69)	123(\$665,260.75)

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

Number of customers with delinquent accounts	440(11/16/23)	379(12/19/23)
Door knockers and telephone calls made to customers	67	49
Number of customers with delinquent accounts	112(12/05/23)	145(01/03/24)
Actual disconnection of services for the month	37	15

Disconnects began on January 4, 2024 and were not complete at the time of this report.

## Other Information:

1. We are continuing to work on fiscal year-end preparing for the FY 2022-2023 audit.
2. We are working toward a Purchasing Card Program for city purchases. We have reached out to local banks to see if they offer a P-Card Program, and we are working with them to discuss their program offerings and see what will work best for the city. We are also working on a policy for the Purchasing Card Program that will, once complete be brought to the Council for approval. We are continuing to reach out to banks. We have met with one bank at this time and the program will definitely be of great benefit to the city. We would like to see what else is out there before we make a final decision. We plan to bring the policy for the Purchasing Card Program to the Council in February.
3. We are working on gathering information on a Performance Management Program which will allow for an annual employee performance evaluation in place of the current employee evaluation we have in place.

which is outdated. Along with this performance management program we will prepare a scale with an appropriate minimum and maximum pay for each position. We plan to bring this to the February. Section F, Item 10.

4. We are continuing to reach out to companies and are researching further to see what else may be available. Since the inception of COVID there are now many companies that are offering these kiosks, and we want to make sure we choose the most beneficial kiosk for the city.
5. We are continuing to work with Wheeler EMC, Inc. on Hurricane Michael, Hurricane Sally and ARPA funding paperwork.
6. We plan to order an employee identification card system in the next couple of weeks. This will allow us to design and prepare ID cards for all employees. We are discussing our options due to the professional detail on vendor purchased identification cards versus in-house cards. We will have a decision made this month on the direction we are going to move forward with, as well as having the identification cards complete.
7. We are working with ADG on the program changes in order to include the \$1.00 donation for Christmas Beautification on the monthly utility bill. They will have this complete in time for the utility bills printed at the end of December. ADG has completed the programming changes and the Christmas Contribution has been added to the utility bill. We have also advertised the information on facebook and the website.
8. We are working with ADG on a work order program that will benefit us by allowing most work orders to be computer generated instead of handwritten, which will speed up the process as well as be more efficient. We plan to have this complete and ready to use by February.
9. We have been working with ADG on a backflow program that will benefit the City Hall and Public Works Departments in tracking annual backflow certifications.

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

**City of Chipley  
Schedule of Projects**

Section F, Item 10.

Federal or State Agency	Agreement Number	Type of Work	CSFA Number	Funding Amount	Agreement Effective Date	Agreement End Date
<b>Chipley Downtown Redevelopment Plan</b> Florida Department of Commerce, Community Planning Technical Assistance Grant	P0501	Planning	40.024	\$ 50,000	07/01/23	06/30/24
Project: This funding will be used to develop a Downtown Redevelopment Master Plan for the CRA District. The agreement will be on the agenda for consideration 01/09/2024. Once approved by the Council and the State, our next step will be to advertise for a Consultant.						
<b>Chipley Stormwater Drainage Study</b> Florida Department of Commerce, Rural Infrastructure Fund	D0190	Planning	40.042	\$ 291,785	11/12/21	11/12/23
Project Consultant: Melvin Engineering						
Project: This funding will be used to do a city-wide drainage study and develop a Preliminary Engineering Report (PER) to include recommended mitigation actions, preliminary plans and proposed mitigation activity project costs. We are currently waiting on an extension through May 2024. The engineers are currently working on the draft review of the PER, and should have it to the City in March 2024. Once reviewed it will be placed on the agenda for Council consideration.						
<b>Chipley WW Effluent Disposal Project</b> Florida Department of Environmental Protection, WW Treatment Facility Construction and United States Department of Agriculture Pass-through Florida Department of Agriculture and Consumer Services Waste Disposal Systems for Rural Comm.	WW670111	Planning Engineering Construction	37.077	\$ 6,677,277 Loan/Grant	08/02/20	02/15/24
Series 2022 Bond			10.760	\$ 7,841,000 Loan/Grant		
Project Consultant: Mott MacDonald						
Project: This funding was used to install sewer force main approximately 13 miles, build a new sprayfield at Pike Pond, relocate a force main to remove it from the Davidson Sprayfield and install a new liner in the reject pond at the WWTP. The project is in the final stage of the punch list which is to address the last remaining item, the spray heads. The spray head issues should be resolved in the next week, and the project will close out by the deadline of 02/15/24.						
<b>Fire Equipment Purchase</b> Florida Department of Financial Services, Volunteer Firefighter Grant Assistance Program	FM809	Equipment	43.006	\$ 47,235.30	10/16/23	06/30/24
Project: This funding will be used to purchase five (5) Self Contained Breathing Apparatus for the Fire Department in the amount of \$47,235.30 from Ten-8 Fire Equipment. The equipment has been received and we are now working on submitting a request for reimbursement to the State and closing the grant.						

**City of Chipley**  
**Schedule of Projects**

Section F, Item 10.

Federal or State Agency	Agreement Number	Type of Work	CSFA Number	Funding Amount	Agreement Effective Date	Agreement End Date
<b>Historical Society Museum</b> Florida Department of State, Division of Historical Resources	24.h.sm.100.018	Planning	45.031	\$ 50,000	07/01/23	06/30/24
Project Consultant: Baker Design Build (contingent upon negotiations and approval)						
Project: This funding will be used to procure a consultant to determine the condition of the Washington County Historical Society Museum, which is a city-owned building. City Council awarded the project to Baker Consulting at the December 2023 meeting, and we are currently in negotiations with the firm and will bring a contract to Council for approval by February 2024.						
<b>Bennett Drive Improvements</b> Florida Department of Transportation, Small County Outreach Program (SCOP)		Design Construction CEI	55.009	\$ 794,759.57		
Project: This funding will be used for drainage and resurfacing improvements to Bennett Drive from East Church Avenue to Glenwood Avenue (approx. 0.52 miles). This project has been approved for funding in the State Fiscal Year 2024-2025, at which time we will receive an agreement.						
<b>First Responder Emergency Equipment</b> State of Florida Department of Commerce, Local Economic Development Initiatives	HL175	Fire Tanker and Equipment	40.038	\$ 500,000	07/01/23	06/30/24
Project Consultant: Liberty Partners of Tallahassee						
Project: This funding will be used to purchase a Freightliner 1,250 gallon Tanker Truck, along with nine (9) SCBA Packs, twenty (20) SCBA Cylinders, nine (9) SCBA Facepieces, one (1) Charging Station, and six (6) Battery Packs. The tanker truck has been ordered and has an estimated arrival date of mid 2025 and all of the equipment has been ordered and received.						
<b>Purchase of Fire Equipment</b> Florida Department of Agriculture & Consumer Services, Florida Forest Service, Volunteer Fire Assistance Grant	Bunker Gear	Equipment	10.66	\$ 4,300 Match \$ 4,300	11/02/23	
Project: This funding will be used to purchase two (2) sets of bunker gear. The equipment has been received and we are now working on submitting a request for reimbursement to the State and closing the grant.						

**City of Chipley  
Schedule of Projects**

Section F, Item 10.

Federal or State Agency	Agreement Number	Type of Work	CSFA Number	Funding Amount	Agreement Effective Date	Agreement End Date
<b>Chipley Lead Service Line Replacement</b> Florida Department of Environmental Protection, Drinking Water State Revolving Fund		Planning Engineering Construction Technical Services		\$ 275,000 \$540,000 \$8,800,000 \$640,000 \$ 10,255,000.00		
Project: This grant/loan funding will allow us to perform a system evaluation and compile a lead service line inventory by inspecting available records, creating a set of engineering plans and specification to assist in the construction of new service lines to replace the existing lead service lines Fund construction of the lead service line replacement based on the inventory and plans and specifications. The funding application was submitted in November 2023 for the Planning and Engineering phases of the project in the amount of \$815,000.00.						
<b>Shivers Park Project</b> Florida Department of Environmental Protection, Florida Recreation Development Assistance Program (FRDAP)		Development	37.017	\$ 200,000		
Project Consultant: Fred Fox Enterprise						
Project: The City applied for this grant in September 2023 and we hope to have a funding answer by June/July 2024. If approved, this funding will be used to construct pickleball courts, an ADA playground and sidewalks to the new courts and playground, along with renovations to the existing parking lot, playground area, picnic pavilion and restrooms.						
<b>Gilmore Park Project</b> Florida Department of Environmental Protection, Florida Recreation Development Assistance Program (FRDAP)		Development	37.017	\$ 50,000		
Project Consultant: Fred Fox Enterprise						
Project: The City applied for this grant in September 2023 and we hope to have a funding answer by June/July 2024. If approved, this funding will be used to construct a new playground, picnic pavilion and security lighting, along with renovations to the existing playground, restrooms and parking lot.						
<b>Falling Waters State Park Water &amp; Sewer Project</b> Florida Department of Environmental Protection, Resilient Florida Grant Program		Planning Engineering Construction		\$ 4,998,042		
Project: This funding will allow for an extension of the sewer and water system down to Falling Water State Park. This project was not approved for funding.						
<b>Old Chipley City Hall - Phase II</b> Florida Department of State, Division of Historical Resources		Planning	45.031	\$ 50,000		
Project: This funding will be used to procure a consultant to do additional assessments to the building to include mold, electrical, mechanical and ADA recommendations. The architectural and structural assessments were completed in Phase I of this project.						

**City of Chipley  
Schedule of Projects**

Section F, Item 10.

Federal or State Agency	Agreement Number	Type of Work	CSFA Number	Funding Amount	Agreement Effective Date	Agreement End Date
<b>Brickyard Road Sewer Improvements Project</b> Florida Department of Commerce, Rural Infrastructure Fund		Design Construction	40.042	\$ 4,497,438		
Project: This funding was applied for in October 2023. If approved, the funding will rehabilitate and extend the sewer infrastructure along Brickyard Road from Highway 77 to Hoyt Street, which is approximately 5,500 lf. This project was not approved for funding.						
<b>2023 Bulletproof Vest Program</b> United States Department of Justice, Bureau of Justice Assistance, Bulletproof Vest Partnership	2023 BVP	Bulletproof Vests	16.607	\$ 1,275 Match \$ 1,275	04/01/23	08/31/25
Project: This funding will be used to purchase three (3) bulletproof vests. Bulletproof Vests have a life of five (5) years and then they are required to be replaced. This grant covers up to 50% of the cost of the vests.						
<b>Chipley Lift Station Generators Project</b> Federal Emergency Management Association, Florida Division of Emergency Managmeent and Florida Department of Commerce, Comm. Development Block Grant	H0767	Generators	97.039	\$ 117,520	10/12/21	01/31/24
	M0143 Project Consultant: Wheeler EMC		14.228	Match \$ 38,561	07/25/22	12/31/24
Project: This funding will be used to purchase one (1) generator for John Teal Lift Station and one (1) generator for Vo-Tech Lift Station. These generators will help during power outages related to hurricanes and prevent sewage spills. The estimated arrival date for the generators is June 2024. The amendment to the agreement for a time extension to 07/31/24 will be on the agenda for consideration 01/09/24.						
<b>NW Stormwater System Restoration</b> U.S. Department of Housing & Urban Development Florida Department of Commerce, Community Development Block Grant	M0014	Administration Engineering Construction CEI Project Consultant: Melvin Engineering	14.228	\$ 2,916,119	04/25/22	04/24/25
Project: This funding will be used to clean, reshape and stabilize ditches, construct new lateral outfall ditches, and expand existing crossdrains in the in the Northeast section of the City. This will include new culverts and a major box culvert at Griffin Road. Project locations will be on or near the following: west of Griffin Road, Griffin Road, North and South Railroad Avenue, Old Bonifay Road, the corner of North Railroad Avenue and Rustin Drive, 1st Street, Watts Avenue, 2nd Street and Glenwood Avenue. This project is currently in the surveying and design phase.						



**City of Chipley**  
**Schedule of Projects**

Section F, Item 10.

Federal or State Agency	Agreement Number	Type of Work	CSFA Number	Funding Amount	Agreement Effective Date	Agreement End Date
<b>City Hall Generator</b> Federal Emergency Management Association, Florida Division of Emergency Management  Project Consultant: Wheeler EMC		Generator	97.039	\$ 126,000		
Project: The City applied for this funding in August 2023. If approved, it will provide a generator at City Hall for hurricane related power outages.						
<b>Chipley Fire Truck and Equipment</b> United States Department of Agriculture Pass-through Florida Department of Agriculture and Consumer Services Community Facilities Loan and Grant Program  Project Consultant: SERCAP	Resolution No. 22-31	Fire Pumper and Equipment	10.766	\$ 338,000 Loan/Grant \$ 330,000 ARPA Funds		
Project: This funding will be used to purchase a new fire pumper apparatus and equipment to ready it for use. The truck has been ordered and is expected to be received between March and June 2024. The equipment for the pumper has been ordered and received.						
<b>Chipley Mongoven Building</b> U.S. Department of Housing & Urban Development Florida Department of Economic Opportunity, Community Development Block Grant  Project Consultant: Melvin Engineering	M0041	Engineering Construction CEI	14.228	\$ 852,800	04/14/22	04/14/25
Project: This funding will be used to purchase the Mongoven Building property, demolish the building, and build a nice park area. The property has been purchased and the demolition bids have been received. The award of the bid will be on the agenda for consideration 01/09/24.						
<b>Chipley Peach Street Lift Station Improvements</b> U.S. Department of Housing and Urban Development, Community Development Block Grant  Project Consultant: Fred Fox Enterprises/Mott MacDonald	H2567	Administration Engineering Construction CEI	14.228	\$ 700,000 ARPA Funds \$ 240,825	01/01/23	07/31/25
Project: This funding will be used to replace the Peach Street Lift Station and if the funds are available also complete septic to sewer on 1st Avenue. This project is currently in the environmental review phase.						

**City of Chipley**  
**Schedule of Projects**

Section F, Item 10.

Federal or State Agency	Agreement Number	Type of Work	CFDA Number	Funding Amount	Agreement Effective Date	Agreement End Date
<b>Citywide Flooding Resiliency Improvements</b> U.S. Department of Housing and Urban Development, Community Development Block Grants (CDBG-MIT) General Infrastructure Program	MT148	Administration Engineering Construction CEI Project Consultant: Melvin Engineering	14.228	\$ 2,936,950	01/19/23	01/19/27
Project: This funding will be used to clean, reshape and stabilize existing ditches, construct new lateral outfall ditches; restore and expand existing cross drains to ensure proper conveyance to the stormwater management facility. This project is currently in the surveying phase.						
<b>2023 Reconnecting Communities Improvement Project</b> U.S. Department of Transportation, Neighborhood Access and Equity		Downtown Redevelopment Project Consultant: Metric Consulting	20.205	\$ 6,002,198.21		
Project: The City applied for this funding in September 2023. If approved, it will provide for redevelopment of the downtown area to include lighting, ADA upgrades, sidewalk upgrades, landscaping and parking.						
<b>Public Works Building Solar Panel Project</b> Florida Department of Agriculture & Consumer Services, Florida's Fiscally Constrained Energy Efficiency Program	30764	Construction Project Consultant: SERCAP	81.041	\$ 200,000.00		09/30/25
Project: This funding will be used to install a 40 kilowatt photovoltaic solar power system at the Public Works Building. The panels will be placed on the roof of the building. This project has been advertised for bids with a bid closing date of 01/31/24. We plan to bring the bid award to Council by February 2024.						
<b>Communications Tower</b> Federal Emergency Management Association, Florida Division of Emergency Management, and ARPA Funds.	Z0890  Y5052 Project Consultant: Wheeler EMC	Construction	97.036  21.027	\$ 99,194.00 ARPA Funds \$ 264,214.00 Insurance Funds \$ 38,768.00		
Project: This funding will provide a new Communications Tower for the City. The project was advertised for bids and Council approved Sabre Communications to construct the new tower. The Environmental Surveys & Studies and the Geotechnical Report have been completed. We are looking at an estimated construction start date of March/April 2024.						

**City of Chipley  
Schedule of Projects**

Section F, Item 10.

Federal or State Agency	Agreement Number	Type of Work	CFDA Number	Funding Amount	Agreement Effective Date	Agreement End Date
<b>2023 PHMSA Infrastructure Grant</b> U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration, Natural Gas Distribution Infrastructure Safety and Modernization Grant		Construction	20.708	\$ 677,130.00		
Project Consultant: Florida Gas Utility						
Project: This funding was applied for in August 2023. If approved, it will include gas main and service line replacement, retiring existing gas mains and service lines, and replacing inoperable valves.						
<b>Washington County Industrial Park Project</b>				\$ 7,714,100.00		
Project: This is a joint effort between the County and the City to develop water, sewer and gas infrastructure, along with a roadway in the Washington County Industrial Park.						
<b>Voluntary Annexation Project</b> 1237 Panhandle Lane - Parcel #00-2245-0003 1447 Main Street - Parcel #00-2222-0001						
Project Consultant: Emerald Coast Regional Council						
Project: Emerald Coast Regional Council has been working on the voluntary annexation of the two listed parcels in the City. We will have the ordinances on the agenda for first reading and Council consideration on 02/13/24.						
<b>Council Chambers Audio/Visual/Livestream Upgrade</b> FDEM ARPA Funding						
Project: The Council Chamber upgrades are being funded with ARPA funds. This will include audio and visual upgrades, as well as livestreaming capabilities. We have reached out to the vendors to get updated quotes and make a few changes to the original quotes. We hope to have the quotes returned to us within a couple of weeks. At that time we will be able to move forward with the project.						

# **CITY OF CHIPLEY**

## **STAFF REPORT**

**SUBJECT:** Ordinance No 980 (Public Hearing) – Amendment to Chapter 2 - Administration

### **MEETING DATE**

Tuesday, January 9, 2024

### **PREPARED BY**

Patrice Tanner, City Administrator

### **SUMMARY**

This Ordinance, if approved, will approve an Amendment to Chapter 2 – Administration to include additional staff and separation of duties. This will allow for the City Clerk position and the Finance Director position to be two separate positions, which will allow for long-term success for the City's Administration.

### **RECOMMENDATION**

City Staff recommend approval of Ordinance No. 980.

### **ATTACHMENTS**

1. Ordinance No. 980.

## ORDINANCE NO. 980

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHIPLEY, FLORIDA AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE III. OFFICERS AND EMPLOYEES; AND ARTICLE IV. FINANCES OF THE CODE OF ORDINANCES; 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 grown over the years and in order to continue with exceptional coverage and success in all areas of administration, there is a need to amend the current code to include additional staff to ensure the long-term success of the City's Administration.

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

**Section 1.** Chapter 2, Article III. Officers and Employees 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 III. OFFICERS AND EMPLOYEES***

**Sec. 2-63. Officers enumerated.**

Elected officers of the city are the five members of the city council. A mayor and a mayor pro tem are appointed from among its members by the city council on an annual basis. Appointed officers of the city are the city administrator, assistant city administrator, city clerk, finance director, chief of police, fire chief, public works director, recreation director, water utilities ~~department~~ director, and city attorney. The city council shall appoint the city administrator and city attorney. The city administrator shall nominate all other appointed officials for confirmation by the city council.

**Sec. 2-64. City administrator.**

There shall be a city administrator who shall be the chief administrative officer of the city. The administrator shall be appointed by a majority vote of the council and shall be responsible for the administration of all city affairs placed in the administrator's charge by the council. The city council shall have power to remove the city administrator pursuant to the personnel policies of the city at any time by a majority vote of the council, or, in the event of an employment agreement between the parties, removal shall occur pursuant to the terms of said agreement. The city administrator shall have the following responsibilities and duties:

- (1) Nominate for appointment and, when deemed necessary for the good of the service, suspend or remove all city department heads provided for by this article, subject to

the confirmation of the city council. Department heads shall then have the authority to appoint, remove, or suspend all employees in the department heads' respective departments pursuant to adopted personnel policies.

- (2) Direct and supervise the administration of all departments, offices, and agencies of the city, except as otherwise provided by this article or by law.
- (3) Attend all city council meetings and have the right to take part in discussion, but may not vote.
- (4) See that all laws, provisions of this Code, and acts of the city council, subject to enforcement by the city administrator or by officers subject to the city administrator's direction and supervision, are faithfully executed.
- (5) Prepare and submit the annual budget and capital improvements program to the city council.
- (6) Submit to the city council and make available to the public a complete report on the finances and administrative activities of the city as of the end of each fiscal year.
- (7) Make other such reports as the city council may require concerning the operations of all city departments, offices and agencies subject to the administrator's direction and supervision.
- (8) Keep the city council fully advised as to the status of overall personnel, operational, and financial activities of the city, and make such recommendations to the city council concerning the affairs of the city.
- (9) Perform such other duties as directed and required by the city council.

#### **Sec. 2-65. 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. This position shall be a dual position with one of the other appointed officers of the city.

#### **Sec. 2-66. City clerk.**

The city administrator shall nominate a city clerk for confirmation by the city council. The clerk shall attend all meetings of the council, planning & zoning commission, code enforcement hearings, and recreation committee meetings, keep a correct record of all council proceedings, and shall record and attest all ordinances and resolutions for publication, ~~shall draw and sign vouchers upon the depositories, and keep a true and correct account of the same.~~ The city clerk shall serve as the ~~city treasurer, purchasing officer,~~ elections officer, custodian of public records, occupational licensing officer, and perform all other duties and functions as directed by the city administrator or by resolution of the city council. ~~The clerk shall provide such bond as the city council may fix for the faithful performance and discharge of duties.~~

#### **Sec. 2-67. Finance director.**

The finance director shall serve as the city chief financial officer, purchasing officer, business tax ~~occupational~~-licensing officer. The finance director shall draw and sign vouchers upon the depositories and keep a true and correct account of the same. The finance director monitors the City budget and administers payroll, accounts payable, accounts receivable, and grants accounting system. Assists in the preparation of the annual budget. Coordinates and assists auditors with investigation and verification of budget data and records.

**Sec. 2-678. City attorney.**

There shall be appointed by the council a city attorney. Compensation shall be as agreed upon between the attorney and the city council. In addition, the city attorney shall receive such additional fees for services rendered as agreed upon by the city council. The attorney shall:

- (1) Serve as the legal advisor for the city and all of its officers in all matters relating to the officers' official powers and duties.
- (2) Prepare and/or review all ordinances, resolutions, contracts, bonds and other written instruments in which the municipality is concerned and endorse on each the attorney's approval of the form, language, and execution thereof.
- (3) When requested by the council, prosecute or defend, for and on behalf of the city, all complaints, suits and controversies in which the city is a party, before any court or other legally constituted tribunal.
- (4) Attend all meetings of the city council.
- (5) Render opinions and/or reports on legal matters affecting the city as the council may direct.

**Sec. 2-689. Personnel system.**

All appointments and promotions of city officials and employees, except those specifically exempted by ordinance, shall be made pursuant to the city's adopted personnel classification system. The council may, from time to time, by ordinance or resolution, change the personnel policies and rules of the city.

**Section 2.** Chapter 2, Article IV. Finances 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 IV. Finances.***

**Sec. 2-95. Issuance of city checks.**

All checks issued by the city in payment of claims, accounts, and obligations owed by the city shall be approved and signed by the city administrator, or in the city administrator's absence, shall be approved and signed by the assistant city administrator, finance director ~~city clerk~~ or the mayor. The approval of such checks by the city administrator may be indicated by the approval of the payroll journals or cash disbursement journals. Only the checks of the city so approved and executed shall be obligations of the city, provided that in the absence of

written notice by any official of the city to the depository of the city as to any particularly described check of the city to the effect that such check was not so approved and executed, no responsibility shall be charged to such depository with respect to whether or not any of the checks so issued and presented for payment were approved and executed in the manner required by this section.

**Sec. 2-96. Disposition of revenues received.**

All revenue received as proceeds from the sale of revenue certificates, or as rates, fees, rentals, and other revenues, shall be held and applied as provided by the state regulations. The city council may, in the resolution authorizing the issuance of certificates or in the trust indenture, provide for payment of the proceeds of the sale of the certificates and sufficient of the rates, revenues, rentals and other revenues received for the requirements of the sinking fund, to any individuals who or to any bank or trust company which shall act as trustees of such funds, and hold and apply the same to the purposes hereof, subject to such state regulations and as such resolution or trust indenture may provide.

**Sec. 2-97. Contracts, general; validity.**

No contract made by the mayor, city council, or any appointed city official shall be binding on the city unless the same is made in open session of the council at a regular or special meeting.

**Sec. 2-98. When public bids are required.**

No contract shall be made by the city for any material or the furnishing to the city of any work, labor, or services, when the amount to be paid thereof exceeds ~~\$15,000.00~~ \$10,000.00 with city administrator approval or ~~\$35,000.00~~ \$25,000.00 with city council approval, unless notice is first published in at least two weekly issues of a newspaper of general circulation within the city calling for bids for the sale or furnishing to the city of such material, work, labor, or services. In each case, the bid which is the lowest and/or most advantageous to the city will be accepted. This is not construed to mean that the lowest bid will be the most advantageous. All other requests for materials or the furnishing to the city of any work, labor, or services will be made pursuant to the purchasing policies adopted by resolution of the city council.

**Sec. 2-99. Payment of claims; order required.**

The finance director ~~city clerk~~ shall not be authorized to pay on any contract or debt made by the city or for any claim against the city unless an order is made for such payment by the city council in open session. Such order shall appear in the minutes of the meeting.

**Sec. 2-100. Redevelopment trust fund.**

The purpose of this section is to establish and fund a redevelopment trust fund according to the purposes and directives of the state statutes and with the overall redevelopment plan of the city. A trust fund is hereby created, established and funded according to the guidelines and regulations of the state statutes, which references are hereby adopted by the city.



**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 December 12, 2023.

**PASSED** after second reading by the City Council on January 9, 2024.

CITY OF CHIPLEY, FLORIDA

ATTEST:

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

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

APPROVED AS TO FORM:

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

# **CITY OF CHIPLEY**

## **STAFF REPORT**

**SUBJECT:** Resolution No. 24-12 - Florida Division of Emergency Management Hazard Mitigation Grant Program – Lift Station Generator Project - Agreement Modification

### **MEETING DATE**

Tuesday, January 9, 2024

### **PREPARED BY**

Patrice Tanner, City Administrator

### **SUMMARY**

This resolution, if approved, will approve an agreement modification to the Florida Division of Emergency Management Hazard Mitigation Grant Program – Lift Station Generator Project to extend the expiration date to July 31, 2024.

### **RECOMMENDATION**

City Staff recommend approval of Resolution No. 24-12.

### **ATTACHMENTS**

1. Resolution No. 24-12.
2. Division of Emergency Management, Modification to Subgrant Agreement No. H0767.

**RESOLUTION NO. 24-12**

**A RESOLUTION APPROVING AN AGREEMENT IDENTIFIED AS THE STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT, HAZARD MITIGATION GRANT PROGRAM (CFDA NO. 97.039), BETWEEN THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT “DIVISION” AND THE CITY OF CHIPLEY, FLORIDA “SUB-RECIPIENT”.**

**WHEREAS**, the Division and the Sub-Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant to the Sub-Recipient under the Hazard Mitigation Grant Program of \$117,520.00, in Federal Funds; and

**WHEREAS**, the Division and the Sub-Recipient intend to modify the Agreement; and

**WHEREAS**, the Agreement expires on January 31, 2024; and

**WHEREAS**, the Division and the Sub-Recipient intend to reinstate and extend the terms of the Agreement.

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

1. The modified Agreement shall begin February 7, 2022 and shall end July 31, 2024, unless terminated earlier in accordance with the provisions of the Agreement.
2. The City of Chipley hereby approves the Florida Division of Emergency Management Hazard Mitigation Grant Program Agreement modification.
3. A certified copy of this Resolution be forwarded to the Florida Division of emergency Management, along with the executed Agreement.

**PASSED AND ADOPTED** by the City Council of the City of Chipley, Florida on this 9th day of January, 2024.

**CITY OF CHIPLEY**

**ATTEST:**

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

\_\_\_\_\_  
Patrice A. Tanner,  
Assistant City Administrator/City Clerk

Contract Number: H0767

Project Number: 4399-122-R

**MODIFICATION TO SUBGRANT AGREEMENT BETWEEN  
THE DIVISION OF EMERGENCY MANAGEMENT AND  
CITY OF CHIPLEY**

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This Modification Number One made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and City of Chipley ("the Sub-Recipient") to modify Contract Number H0767, dated, February 7, 2022 ("the Agreement").

WHEREAS, the Division and the Sub-Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant to the Sub-Recipient under the Hazard Mitigation Grant Program of \$117,520.00, in Federal Funds; and

WHEREAS, the Division and the Sub-Recipient intend to modify the Agreement; and

WHEREAS, the Agreement expired on January 31, 2024; and

WHEREAS, the Division and the Sub-Recipient intend to reinstate and extend the terms of the Agreement.

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

1. The Agreement is hereby reinstated and extended as though it had never expired.
2. Paragraph 8 of the Agreement is hereby amended to read as follows:

**(8) PERIOD OF AGREEMENT**

This Agreement shall begin February 7, 2022 and shall end July 31, 2024, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement.

3. The Budget and Scope of Work, Attachment A to the Agreement, are hereby modified as set forth in 1st Revision Attachment A to this Modification, a copy of which is attached hereto and incorporated herein by reference.
4. All provisions of the Agreement being modified and any attachments in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective on the date of execution of this Modification by both parties.
5. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.
6. Quarterly Reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the dates set out below.

**SUB-RECIPIENT: CITY OF CHIPLEY**

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

Name and Title: Tracy L. Andrews, Mayor

Date: 01/09/2024

**STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT**

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

Name and Title: Kevin Guthrie, Director

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

**Attachment A**  
**(1st Revision)**  
**Budget and Scope of Work**

**STATEMENT OF PURPOSE:**

The purpose of this Scope of Work is to provide protection to two (2) wastewater lift stations, in Chipley, Washington County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4399-122-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA). The project is for the purchase and installation of an emergency system to reduce and/or mitigate the damage that might otherwise occur from severe weather or other hazards.

The Sub-Recipient, City of Chipley, agrees to administer and complete the project per scope of work as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations, and Codes.

**PROJECT OVERVIEW:**

As a Hazard Mitigation Grant Program (HMGP) project, the Sub-Recipient shall provide backup power to two (2) wastewater lift stations, located in Chipley, Florida 32428.

The HMGP project shall provide protection by purchasing and installing two (2) 40kW permanent generators, one at each site, or generators of an adequate size determined by the vendor and/or electrical engineer during the bidding process. These facilities are considered critical for continued access and to prevent sanitary sewer overflows in the event of an outage. The generators are to be powered by natural gas and connected to the city natural gas system. The generators shall be installed with all accessories necessary for their operation.

The generator(s) shall be protected against a 500-year flood event by implementing specific activities or by locating the generator(s) outside the Special Flood Hazard Area (SFHA) and shall be protected against wind with a rated enclosure based on its location requirements. Activities shall be completed in strict compliance with Federal, State and Local Rules and Regulations.

Project Locations:

<b>ID#</b>	<b>Lift Station</b>	<b>Location</b>	<b>Coordinates</b>
1)	John Teal	1286 Morris Avenue, Chipley, FL 32428	(30.792996, -85.540398)
2)	Vo-Tech	756 West Boulevard, Chipley, FL 32428	(30.774907, -85.551420)

**TASKS & DELIVERABLES:**

**A) Tasks:**

- 1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all Federal and State Laws and Regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient within 10 days of execution.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

- 2) The Sub-Recipient shall monitor and manage the procurement and installation of all products in accordance with the HMGP application and associated documentation as presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable State, Local and Federal Laws and Regulations are followed and documented, as appropriate.

The Sub-Recipient shall fully perform the approved project, as described in the application, in accordance with the approved scope of work indicated herein, the estimate of costs indicated herein, the allocation of funds indicated herein, and all applicable terms and conditions. The Sub-Recipient shall not deviate from the approved project terms and conditions.

Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county building department (official), or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation shall include:

- a) Copy of permit(s), notice of commencement.
  - b) Local Building Official Inspection Report and Final Approval.
  - c) A copy of electrical designs, specifications and/or drawings elaborated to complete the scope.
  - d) Signed and Sealed copy of the As-built plans, as applicable.
  - e) Certified Letter of Completion, as applicable:
    1. Affirming that the project has been completed in conformance with the approved project drawings, specifications, and scope.
    2. Certifying Compliance with all applicable codes.
  - f) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
  - g) Verification letter or documentation showing the generator is protected to the 500-year (0.2% annual chance) flood elevation. This is only applicable to the John Teal Lift Station.
  - h) Proof of compliance with Project Conditions and Requirements contained herein.
- 3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete

prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

**Construction Expense:** The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

**Sub-Recipient Management Costs (SRMC)** expenditure must adhere to FEMA Policy #104-11-1 HMGP Management Costs (Interim) signed November 14, 2018. FEMA defines management costs as any: Indirect costs, Direct administrative costs, and other administrative expenses associated with a specific project. Administrative costs are expenses incurred by a Sub-Recipient in managing and administering the federal award to ensure that federal, state requirements are met including: solicitation, development, review, and processing of sub-applications; delivery of technical assistance; quarterly progress and fiscal reporting; project monitoring; technical monitoring; compliance activities associated with federal procurement requirements; documentation of quality of work verification for quarterly reports and closeout; payment of claims; closeout review and liquidation; and records retention.

Any activities that are directly related to a project are not eligible under management costs. For example, architectural, engineering, and design services are project costs and cannot be included under management costs. Similarly, construction management activities that manage, coordinate, and supervise the construction process from project scoping to project completion are project costs. These activities cannot be included under management costs.

Due to Strategic Funds Management (SFM), SRMC Interim Policy requires management costs to be obligated in increments sufficient to cover Sub-Recipient needs, for no more than one year, unless contractual agreements require additional funding. FEMA has established a threshold where annual increments will be applied to larger awards allowing smaller awards to be fully obligated. Obligations will be handled by the size of the total subaward.

The Sub-Recipient shall pre-audit all SRMC source documentation – personnel, fringe benefits, travel, equipment, supplies, contractual, and indirect costs. A brief narrative is required to identify what the funds will be used for. Documentation shall be detailed and clearly describe each approved task performed, hours devoted to each task, and the hourly rate charged including enough information to calculate the hourly rates based on payroll records. Employee benefits and tasks shall be clearly shown on the Personnel Activity Form, and all Personnel or Contractual SRMC shall be invoiced separate from all other project costs.

**Project Management Expenses** (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and



that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly Reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, and plans. The requests for reimbursement shall include:

- a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;
- b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;
- c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

#### **B) Deliverables:**

Mitigation Activities consist of providing protection to two (2) wastewater lift stations in Chipley, Florida 32428, by purchasing and installing two (2) 40kW permanent generators, one at each site, or generators of an adequate size determined by the vendor and/or electrical engineer during the bidding process. The generators are to be powered by natural gas and connected to the city natural gas system. The generators shall be installed with all accessories necessary for their operation.

The generator(s) shall be protected against a 500-year flood event by implementing specific activities or by locating the generator(s) outside the SFHA and shall be protected against wind with a rated enclosure based on its location requirements. Activities shall be completed in strict compliance with Federal, State and Local Rules and Regulations.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

#### **PROJECT CONDITIONS AND REQUIREMENTS:**

##### **C) Engineering:**

- 1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
- 2) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.
- 3) The Sub-Recipient shall submit a final copy of the completed project's As-built drawings and all necessary supporting documentation and provide a summary of all contract scope of work changes, as applicable.
- 4) The Sub-Recipient shall submit a final copy of any electrical designs, specifications and/or drawings elaborated to complete the job.
- 5) The Sub-Recipient shall submit a certified letter of completion from Engineer of Record, as applicable. The Sub-Recipient's Engineer of Record shall provide a formal certificate or letter affirming that the project has been completed in conformance with the approved project drawings, specifications, scope, and applicable codes.

- 6) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
- 7) All installations shall be done in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to exceed the wind and impact standards of the current local codes.
- 8) The Sub-Recipient shall follow all applicable State, Local and Federal Laws, Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding.

**D) Environmental:**

- 1) The Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. If project is delayed for a year or more after the date of the categorical exclusion (CATEX), then coordination with and project review by regulatory agencies must be redone.
- 2) Any change, addition or supplement to the approved mitigation measure or scope of work that alters the project (including other work not funded by FEMA but done substantially at the same time) shall require resubmission to the Division and FEMA for revaluation of compliance with the National Environmental Protection Act (NEPA) and Section 106 of the National Historic Preservation Act (NHPA) prior to initiation of any work. Non-compliance with these requirements may jeopardize FEMA's ability to fund this project. A change in the scope of work shall be approved by the Division and FEMA in advance regardless of the budget implications.
- 3) If any ground disturbance activities occur during construction, the Sub-Recipient shall monitor ground disturbance during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.
- 4) The generator is supporting a critical action and must be protected to the 500-year (0.2% annual chance) flood elevation. The Sub-Recipient must submit documentation to the State documenting which protective option they selected. This is only applicable to the John Teal Lift Station.
- 5) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

**E) Programmatic:**

- 1) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
- 2) The Division and FEMA shall approve a change in the scope of work in advance, regardless of the budget implementations.
- 3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.
- 4) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.
- 5) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.
- 6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.

- 7) Project approval is with the condition that the tasks, deliverables, and conditions be accomplished, and submitted 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for Closeout.
- 8) Special Condition required on implementation of project:
  - a. **EO 11988 Condition:** The generator and electrical component are supporting a critical action and must be protected to the 500-year (0.2% annual chance) flood elevation. The Sub-Recipient must submit documentation to the State and FEMA documenting compliance with this condition. This is only applicable to the John Teal Lift Station. **Source of condition:** Executive Order 11988 – Floodplains **Monitoring Required: No**
- 9) Sub-Recipient Management Costs (SRMC), implemented under the Disaster Relief and Recovery Act of 2018 (DRRA), amended Section 324 of the Stafford Act, and the Hazard Mitigation Grant Program Management Costs (Interim) FEMA Policy 104-11-1, provides 100% federal funding under HMGP to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner.
  - a) SRMC must conform to 2 CFR Part 200, Subpart E, applicable program regulations, and Hazard Mitigation Assistance (HMA) Guidance (2015), ensuring costs are reasonable, allowable, allocable and necessary to the overall project.
  - b) Funding is for approved indirect costs, direct administrative costs, and administrative expenses associated with this specific project and shall have adequate documentation.
  - c) SRMC cannot exceed 5% of the total project costs awarded.
  - d) SRMC is 100% federally funded and will be reimbursed based on actual costs incurred for each individual Request for Reimbursement (RFR) submitted with the required documentation.
  - e) SRMC shall be reconciled against actual costs on a quarterly basis and annual basis.
  - f) If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

This is FEMA project number **4399-122-R**. It is funded under HMGP, FEMA-4399-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4399.

FEMA awarded this project on October 12, 2021; this Agreement was executed on February 7, 2022; and the Period of Performance for this project shall end on **July 31, 2024**.

#### **F) FINANCIAL CONSEQUENCES:**

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

- 1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
- 2) Disallow all or part of the cost of the activity or action not in compliance;
- 3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
- 4) Withhold further awards for the program; or
- 5) Take other remedies that may be legally available.

**SCHEDULE OF WORK**

State Contracting:	4 Months
Construction Plan/Technical Specifications:	2 Months
Bidding / Local Procurement:	2 Months
Permitting:	5 Months
Construction / Installation:	8 Months
Local Inspections / Compliance:	4 Months
State Final Inspection / Compliance:	4 Months
Closeout Compliance:	4 Months
<b>Total Period of Performance:</b>	<b>33 Months</b>

**BUDGET****Line Item Budget\***

	<b>Project Cost</b>	<b>Federal Cost</b>	<b>Non-Federal Cost</b>
Materials:	\$65,000.00	\$48,750.00	\$16,250.00
Labor:	\$40,000.00	\$30,000.00	\$10,000.00
Fees:	\$41,900.00	\$31,425.00	\$10,475.00
<b>Initial Agreement Amount:</b>	<b>\$146,900.00</b>	<b>\$110,175.00</b>	<b>\$36,725.00</b>
***Contingency Funds:	\$0.00	\$0.00	\$0.00
<b>Project Total:</b>	<b>\$146,900.00</b>	<b>\$110,175.00</b>	<b>\$36,725.00</b>
<b>****SRMC</b>			
SRMC:	\$7,345.00	\$7,345.00	
<b>SRMC Total:</b>	<b>\$7,345.00</b>	<b>\$7,345.00</b>	

\*Any line item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.

\*\*\* **This project has an estimated \$0.00 in contingency funds.** Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.

*Project Management costs are included for this project in the amount of \$0.00*

**\*\*\*\* Sub-Recipient Management Costs (SRMC) are included for this project in the amount of \$7,345.00 in Federal funding.** *Per the Hazard Mitigation Grant Program Interim FEMA Policy 104-11-1, SRMC provides HMGP funding to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner. SRMC must conform to 2 CFR Part 200, Subpart E, ensuring costs are reasonable, allowable, allocable and necessary to the overall project.*

*SRMC cannot exceed 5% of the approved total project costs awarded and shall be reimbursed at 5% for each Request for Reimbursement (RFR) submitted with the required documentation.*

*If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.*

### Funding Summary Totals

Federal Share:	\$110,175.00	(75.00%)
Non-Federal Share:	\$36,725.00	(25.00%)
<b>Total Project Cost:</b>	<b>\$146,900.00</b>	<b>(100.00%)</b>
<hr/>		
SRMC (100% Federal)	\$7,345.00	

# **CITY OF CHIPLEY**

## **STAFF REPORT**

**SUBJECT:** Resolution No. 24-13 – Florida Department of Commerce Community Planning  
Technical Assistant Grant Agreement

### **MEETING DATE**

Tuesday, January 9, 2024

### **PREPARED BY**

Patrice Tanner, City Administrator

### **SUMMARY**

This resolution, if approved, will approve a Community Planning Technical Assistance Grant Agreement with the Florida Department of Commerce to prepare a Downtown Redevelopment Master Plan for the CRA District in the amount of \$50,000.00.

### **RECOMMENDATION**

City Staff recommend approval of Resolution No. 24-13.

### **ATTACHMENTS**

1. Resolution No. 24-13.
2. Community Planning Technical Assistance Grant Agreement.

**RESOLUTION NO. 24-13**

**A RESOLUTION APPROVING AN AGREEMENT IDENTIFIED AS THE FLORIDA DEPARTMENT OF COMMERCE, COMMUNITY PLANNING TECHNICAL ASSISTANCE GRANT (CSFA NO. 40.024), BETWEEN THE FLORIDA DEPARTMENT OF COMMERCE AND THE CITY OF CHIPLEY, FLORIDA.**

**WHEREAS**, the Florida Department of Commerce, hereinafter referred to as "Commerce" has approved the Community Planning Technical Assistance Grant Agreement for the City of Chipley, hereinafter referred to as the "Grantee"; and

**WHEREAS**, this funding will allow the City of Chipley to prepare a Downtown Redevelopment Master Plan for the area located in the City of Chipley Community Redevelopment Agency District; and

**WHEREAS**, the Master Plan shall provide a unified direction to achieve the City's economic and livable community goals.

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

1. The City of Chipley hereby approves the Florida Department of Commerce, Community Planning Technical Assistance Grant Agreement in the amount of \$50,000.00, with an agreement end date of June 30, 2024.
2. A certified copy of this Resolution be forwarded to the Florida Department of Commerce, along with the executed Agreement.

**PASSED AND ADOPTED** by the City Council of the City of Chipley, Florida on this 9th day of January, 2024.

CITY OF CHIPLEY

ATTEST:

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

\_\_\_\_\_  
Patrice A. Tanner,  
Assistant City Administrator/City Clerk

**COMMUNITY PLANNING TECHNICAL ASSISTANCE  
GRANT AGREEMENT  
STATE OF FLORIDA  
DEPARTMENT OF COMMERCE**

**THIS GRANT AGREEMENT** ("Agreement") is made and entered into by and between the State of Florida, Department of Commerce ("Commerce"), and the City of Chipley, Florida ("Grantee"). Commerce and Grantee are sometimes referred to herein individually as a "Party" and collectively as "the Parties."

**WHEREAS**, Commerce has the authority to enter into this Agreement and distribute State of Florida funds ("Award Funds") in the amount and manner set forth in this Agreement and in the following Attachments incorporated herein as an integral part of this Agreement:

- **Attachment 1:** Scope of Work
- **Attachment 1-A:** Invoice: Grantee's Subcontractor(s) (Contractual Services)
- **Attachment 1-B:** Invoice: Grantee's Employee(s)
- **Attachment 1-C:** Invoice: Combination of Grantee's Subcontractor(s) and Grantee's Employee(s)
- **Attachment 1-D:** Grant Agreement Final Closeout Form
- **Attachment 1-E:** SERA Access Authorization Form (form provided after execution of this agreement)
- **Attachment 2 and Exhibit 1 to Attachment 2:** Audit Requirements
- **Attachment 3:** Audit Compliance Certification

**WHEREAS**, the Agreement and its aforementioned Attachments are hereinafter collectively referred to as the "Agreement", and if any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the Attachments shall control, but only to the extent of the conflict or inconsistency;

**WHEREAS**, Grantee hereby represents and warrants that Grantee's signatory to this Agreement has authority to bind Grantee to this Agreement as of the Effective Date and that Grantee, through its undersigned duly authorized representative in his or her official capacity, has the authority to request, accept, and expend Award Funds for Grantee's purposes in accordance with the terms and conditions of this Agreement;

**NOW THEREFORE**, for and in consideration of the covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound hereby agree to perform the duties described herein in this Agreement as follows:

**A. AGREEMENT PERIOD**

This Agreement is effective as of July 1, 2023 (the "Effective Date") and shall continue until the earlier to occur of (a) June 30, 2024 (the "Expiration Date") or (b) the date on which either Party terminates this Agreement (the "Termination Date"). The period of time between the Effective Date and the Expiration Date or Termination Date is the "Agreement Period."



**B. FUNDING**

This Agreement is a **cost reimbursement** Agreement. Commerce shall pay Grantee up to **Fifty-Thousand Dollars and Zero Cents (\$50,000.00)** in consideration for Grantee's performance under this Agreement. Commerce, in its sole and absolute discretion, may provide Grantee an advance of Award Funds under this Agreement. Travel expenses are authorized under this Agreement. Grantee shall submit bills for such travel expenses and shall be reimbursed only in accordance with Section (s.) 112.061, Florida Statutes (F.S.), and the Invoice Submittal Procedures delineated in Attachment 1, Scope of Work. Commerce shall not pay Grantee's costs related to this Agreement incurred outside of the Agreement Period. In conformity with s. 287.0582, F.S., the State of Florida and Commerce's performance and obligation to pay any Award Funds under this Agreement is contingent upon an annual appropriation by the Legislature. Commerce shall have final unchallengeable authority as to both the availability of funds and what constitutes an "annual appropriation" of funds. Grantee shall not expend Award Funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency. Grantee shall not expend Award Funds to pay any costs incurred in connection with any defense against any claim or appeal of the State of Florida or any agency or instrumentality thereof (including Commerce); or to pay any costs incurred in connection with the prosecution of any claim or appeal against the State of Florida or any agency or instrumentality thereof (including Commerce), which Grantee instituted or in which Grantee has joined as a claimant. Grantee shall either (i) maintain Award Funds in a separate bank account, or (ii) expressly designate in Grantee's business records and accounting system that the Award Funds originated from this Agreement. Grantee shall not commingle Award Funds with any other funds. Commerce may refuse to reimburse Grantee for purchases made with commingled funds. Grantee's costs must be in compliance with all laws, rules, and regulations applicable to expenditures of State funds, including the Reference Guide for State Expenditures ([https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337\\_2](https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2)).

**C. ELECTRONIC FUNDS TRANSFER**

Within 30 calendar days of the date the last Party has signed this Agreement, Grantee shall enroll in Electronic Funds Transfer (EFT) from the State's Chief Financial Officer. A copy of the Authorization form can be found on the vendor instruction page at: <https://www.myfloridacfo.com/division/aa/vendors>. Any questions should be directed to the Direct Deposit Section of the Division of Accounting and Auditing at (850) 413-5517. Once enrolled, invoice payments shall be made by EFT.

**D. RENEGOTIATION OR MODIFICATION**

The Parties agree to renegotiate this Agreement if federal and/or state revisions of any applicable laws or regulations make changes to this Agreement necessary. In addition to changes necessitated by law, Commerce may at any time, with written notice to Grantee, make changes within the general scope and purpose of this Agreement, at Commerce's sole and absolute discretion. Such changes may include modifications of the requirements, changes to processing procedures, or other changes as decided by Commerce. Grantee shall be responsible for any due diligence necessary to determine the impact of each aforementioned modification or change. Any modification of this Agreement Grantee requests must be in writing and duly signed and dated by all Parties in order to be valid and enforceable.

**E. AUDIT REQUIREMENTS AND COMPLIANCE**

1. **Section 215.971, Florida Statutes ("F.S.").** Grantee shall comply with all applicable provisions of s. 215.971, F.S., and Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements. Grantee shall perform the deliverables and tasks set forth in Attachment 1, Scope of Work. Grantee may only expend Award Funds for allowable costs resulting from obligations incurred during the Agreement Period. Grantee shall refund to Commerce any: (1) balance of unobligated Award Funds which have been advanced or paid to Grantee; or (2) Award Funds paid in excess of the amount to which Grantee is entitled under the terms and conditions of this Agreement and Attachments hereto, upon expiration or termination of this Agreement.
2. **Audit Compliance.** Grantee understands and shall comply with the requirements of s. 20.055(5), F.S. Grantee agrees to reimburse the State for the reasonable costs of investigation the Inspector General or other authorized State official incurs for investigations of Grantee's compliance with the terms of this or any other agreement between the Grantee and the State which results in the suspension or debarment of Grantee. Grantee shall not be responsible for any costs of investigations that do not result in Grantee's suspension or debarment.

**F. RECORDS AND INFORMATION RELEASE**

1. **Records Compliance.** Commerce is subject to the provisions of chapter 119, F.S., relating to public records. Any document Grantee submits to Commerce under this Agreement may constitute public records under the Florida Statutes. Grantee shall cooperate with Commerce regarding Commerce's efforts to comply with the requirements of chapter 119, F.S. Grantee shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S. for records made or received by Grantee in connection with this Agreement. Grantee shall immediately notify Commerce of the receipt and content of any request by sending an e-mail to [PRRequest@commerce.fl.gov](mailto:PRRequest@commerce.fl.gov) within one (1) business day after receipt of such request. Grantee shall indemnify, defend, and hold Commerce harmless from any violation of Florida's public records laws wherein Commerce's disclosure or nondisclosure of any public record was predicated upon any act or omission of Grantee. As applicable, Grantee shall comply with s. 501.171, F.S. Commerce may terminate this Agreement if Grantee fails to comply with Florida's public records laws. Grantee shall allow public access to all records made or received by Grantee in connection with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution or s. 119.07(1), F.S.
2. **Identification of Records.** Grantee shall clearly and conspicuously mark all records submitted to Commerce if such records are confidential and exempt from public disclosure. Grantee's failure to clearly mark each record and identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to delivery of the record to Commerce serves as Grantee's waiver of a claim of exemption. Grantee shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for as long as those records are confidential and exempt pursuant to Florida law. If Commerce's claim of exemption asserted in response to Grantee's assertion of confidentiality is challenged in any court of law, Grantee shall defend, assume, and be responsible for all fees, costs, and expenses in connection with such challenge.
3. **Keeping and Providing Records.** Commerce and the State have an absolute right to view, inspect, or make or request copies of any records arising out of or related to this Agreement.

Grantee has an absolute duty to keep and maintain all records arising out of or related to this Agreement. Commerce may request copies of any records made or received in connection with this Agreement, or arising out of Grantee's use of Award Funds, and Grantee shall provide Commerce with copies of any records within ten (10) business days after Commerce's request at no cost to Commerce. Grantee shall maintain all books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of Award Funds. For avoidance of doubt, Grantee's duties to keep and provide records to Commerce includes all records generated in connection with or as a result of this Agreement. Upon expiration or termination of this Agreement, Grantee shall transfer, at no cost, to Commerce all public records in possession of Grantee or keep and maintain public records required by Commerce to perform the service. If Grantee keeps and maintains public records upon completion of this Agreement, Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Commerce, upon request from Commerce's custodian of records, in a format that is compatible with the information technology systems of Commerce.

4. **Audit Rights.** Representatives of the State of Florida, Commerce, the State Chief Financial Officer, the State Auditor General, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.
5. **Single Audit Compliance Certification.** Annually within 60 calendar days of the close of Grantee's fiscal year, Grantee shall electronically submit a completed Audit Compliance Certification (a version of this certification is attached hereto as Attachment 3) to [Audit@commerce.fl.gov](mailto:Audit@commerce.fl.gov). Grantee's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement for all agreements between Commerce and Grantee.
6. **Ensure Compliance.** Grantee shall ensure that any entity which is paid from, or for which Grantee's expenditures will be reimbursed by, Award Funds, is aware of and will comply with the aforementioned audit and record keeping requirements.
7. **Contact Custodian of Public Records for Questions. IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-7140, via e-mail at [PRRequest@commerce.fl.gov](mailto:PRRequest@commerce.fl.gov), or by mail at Florida Department of Commerce, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.**

#### G. TERMINATION AND FORCE MAJEURE

1. **Termination due to Lack of Funds:** In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are

withdrawn or redirected, Commerce may terminate this Agreement upon no less than 24 hour written notice to Grantee. Commerce shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, Grantee will be paid for any work satisfactorily completed prior to notification of termination. The lack of funds shall not constitute Commerce's default under this Agreement.

2. **Termination for Cause:** Commerce may terminate the Agreement if Grantee fails to: (1) deliver the services within the time specified in the Agreement or any extension; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term of the Agreement; or (4) abide by any statutory, regulatory, or licensing requirement. The rights and remedies of Commerce in this clause are in addition to any other rights and remedies provided by law or under the Agreement. Grantee shall not be entitled to recover any cancellation charges or lost profits.
3. **Termination for Convenience:** Commerce, by written notice to Grantee, may terminate this Agreement in whole or in part when Commerce determines in Commerce's sole and absolute discretion that it is in Commerce's interest to do so. Grantee shall not provide any deliverable pursuant to Attachment 1: Scope of Work after it receives the notice of termination, except as Commerce otherwise specifically instructs Grantee in writing. Grantee shall not be entitled to recover any cancellation charges or lost profits.
4. **Grantee's Responsibilities Upon Termination:** If Commerce issues a Notice of Termination to Grantee, except as Commerce otherwise specifies in that Notice, Grantee shall: (1) Stop work under this Agreement on the date and to the extent specified in the notice; (2) complete performance of such part of the work Commerce does not terminate; (3) take such action as may be necessary, or as Commerce may specify, to protect and preserve any property which is in the possession of Grantee and in which Commerce has or may acquire an interest; and (4) upon the effective date of termination, Grantee shall transfer, assign, and make available to Commerce all property and materials belonging to Commerce pursuant to the terms of this Agreement and all Attachments hereto. Grantee shall not receive additional compensation for Grantee's services in connection with such transfers or assignments.
5. **Force Majeure and Notice of Delay from Force Majeure.** Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Grantee believes is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, Grantee shall notify Commerce in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Grantee first had reason to believe that a delay

could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section is a condition precedent to such remedy. Commerce, in its sole discretion, will determine if the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against Commerce. Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Commerce for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless Commerce determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Commerce or the State, in which case, Commerce may terminate the Agreement in whole or in part.

#### **H. BUSINESS WITH PUBLIC ENTITIES**

Grantee is aware of and understands the provisions of s. 287.133(2)(a), F.S., and s. 287.134(2)(a), F.S. As required by s. 287.135(5), F.S., Grantee certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S.; (2) engaged in a boycott of Israel; (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, F.S.; or (4) engaged in business operations in Cuba or Syria. Commerce may immediately terminate this Agreement if Grantee submits a false certification as to the above, or if Grantee is placed on the Scrutinized Companies that Boycott Israel List, engages in a boycott of Israel, is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has engaged in business operations in Cuba or Syria.

#### **I. CONTINUING DISCLOSURE OF LEGAL PROCEEDINGS. *(Not applicable)***

#### **J. ADVERTISING AND SPONSORSHIP DISCLOSURE**

- 1. Limitations on Advertising of Agreement.** Commerce does not endorse any Grantee, commodity, or service. Unless authorized under the scope of work, subject to chapter 119, F.S., Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from Commerce, including, but not limited to mentioning this Agreement in a press release or other promotional material, identifying Commerce or the State as a reference, or otherwise linking Grantee's name and either a description of the Agreement or the name of Commerce or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual employees, agents, representatives, or subcontractors with the professional skills necessary to perform the work services required by the Agreement.
- 2. Disclosure of Sponsorship.** As required by s. 286.25, F.S., if Grantee is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of

Florida, Department of Commerce.” If the sponsorship reference is in written material, the words “State of Florida, Department of Commerce” shall appear in the same size letters or type as the name of the organization.

## K. INVOICES AND PAYMENTS

1. Grantee will provide invoices in accordance with the requirements of the State of Florida Reference Guide for State Expenditures ([https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337\\_2](https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2)), with detail sufficient for a proper pre-audit and post-audit thereof. Grantee shall comply with the Invoice Submittal and Payment provisions of Section 10 of Attachment 1, Scope of Work, and with the following requirements:
  - a. Invoices must be legible and must clearly reflect the goods/services that were provided in accordance with the terms of the Agreement for the invoice period. Payment does not become due under the Agreement until the invoiced deliverable(s) and any required report(s) are approved and accepted by Commerce.
  - b. Invoices must contain the Grantee’s name, address, federal employer identification number or other applicable Grantee identification number, the Agreement number, the Grantee’s invoice number, an invoice date, the dates of service, the deliverable number, a description of the deliverable, a statement that the deliverable has been completed, and the amount being requested. Commerce or the State may require any additional information from Grantee that Commerce or the State deems necessary to process an invoice.
  - c. Invoices must be submitted in accordance with the time requirements specified in the Scope of Work.
2. If the Grantee is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting either of the criteria set forth below, the Grantee may elect in writing to exercise this provision.
  - a. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or
  - b. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., and which is located in a fiscally constrained county, as defined in section 218.67(1). If the Grantee meets the criteria set forth in this paragraph, then the Grantee is deemed to have demonstrated a financial hardship.
3. At Commerce’s or the State's option, Grantee may be required to invoice electronically pursuant to guidelines of the Department of Management Services.
4. Payment shall be made in accordance with s. 215.422, F.S., Rule 69I-24, F.A.C., and s. 287.0585, F.S., which govern time limits for payment of invoices. Section 215.422, F.S.,

provides that agencies have five (5) working days to inspect and approve goods and services unless the Scope of Work specifies otherwise. Commerce 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. The Scope of Work may specify conditions for retainage. Invoices returned to a Grantee due to preparation errors will result in a delay of payment. Invoice payment requirements do not start until a properly completed invoice is provided to Commerce. Commerce is responsible for all payments under the Agreement.

5. Section 55.03(1), F.S., identifies the process applicable to the determination of the rate of interest payable on judgments and decrees, and pursuant to s. 215.422(3)(b), F.S., this same process applies to the determination of the rate of interest applicable to late payments to vendors for goods and services purchased by the State and for contracts which do not specify a rate of interest. The applicable rate of interest is published at:

<https://www.myfloridacfo.com/Division/AA/LocalGovernments/Current.htm>

6. Grantee shall submit the final invoice for payment to Commerce no later than **60 calendar days** after the Agreement ends or is terminated. If Grantee fails to do so, Commerce, in its sole discretion, may refuse to honor any requests submitted after this time period and may consider Grantee to have forfeited any and all rights to payment under this Agreement.

#### L. RETURN OR RECOUPMENT OF FUNDS

1. **Recoupment.** Notwithstanding anything in this Agreement to the contrary, Commerce has an absolute right to recoup Award Funds. Commerce may refuse to reimburse Grantee for any cost if Commerce determines that such cost was not incurred in compliance with the terms of this Agreement. Commerce may demand a return of Award Funds if Commerce terminates this Agreement. The application of financial consequences as set forth in the Scope of Work is cumulative to any of Commerce's rights to recoup Award Funds. Notwithstanding anything in this Agreement to the contrary, in no event shall the application of any financial consequences or recoupment of Award Funds exceed the amount of Award Funds, plus interest.
2. **Overpayments.** If Grantee's (a) noncompliance with this Agreement or any applicable federal, state, or local law, rule, regulation or ordinance, or (b) Grantee's performance or nonperformance of any term or condition of this Agreement results in (i) an unlawful use of Award Funds; (ii) a use of Award Funds that doesn't comply with the terms of this Agreement; or (iii) a use which constitutes a receipt of Award Funds to which Grantee is not entitled (each such event an "Overpayment"), then Grantee shall return such Overpayment of Award Funds to Commerce.
3. **Discovery of Overpayments.** Grantee shall refund any Overpayment of Award Funds to Commerce within 30 calendar days of Grantee's discovery of an Overpayment, or receipt of notification from Commerce that an Overpayment has occurred. Commerce is the final authority as to what may constitute an Overpayment of Award Funds. Refunds should be sent to Commerce's Agreement Manager and made payable to the "Florida Department of Commerce". Should repayment not be made in a timely manner, Commerce may charge interest at the lawful rate of interest on the outstanding balance beginning 30 calendar days after the date of notification or discovery.

- 4. Right of Set-Off.** Commerce and the State shall have all of its common law, equitable and statutory rights of set-off, including, without limitation, the State's option to withhold for the purposes of set-off any moneys due to Grantee under this Agreement up to any amounts due and owing to Commerce with respect to this Agreement, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audits by the State or its representatives.

## M. INSURANCE

Unless Grantee is a state agency or subdivision as defined in s. 768.28(2), F.S., Grantee shall provide and maintain at all times during this Agreement adequate commercial general liability insurance coverage. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

Grantee, at all times during the Agreement, at Grantee's sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with this Agreement, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with chapter 440, F.S., with minimum employer's liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any Agreement work.

Grantee shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with this Agreement, as required by law, and as otherwise necessary and prudent for the Grantee's performance of its operations in the regular course of business. The limits of coverage under each policy maintained by Grantee shall not be interpreted as limiting Grantee's liability and obligations under this Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida, and such policies shall cover all employees engaged in any Agreement work. Grantee shall maintain any other insurance required in the Scope of Work. Upon request, Grantee shall produce evidence of insurance to Commerce.

Commerce shall not pay for any costs of any insurance or policy deductible, and payment of any insurance costs shall be Grantee's sole responsibility. Providing and maintaining adequate insurance coverage is a material obligation of Grantee, and failure to maintain such coverage may void the Agreement, at Commerce's sole and absolute discretion, after Commerce's review of Grantee's insurance coverage when Grantee is unable to comply with Commerce's requests concerning additional appropriate and necessary insurance coverage. Upon execution of this Agreement, Grantee shall provide Commerce written verification of the existence and amount for each type of applicable insurance coverage. Within 30 calendar days of the Effective Date of the Agreement, Grantee shall furnish Commerce proof of applicable insurance coverage by standard ACORD form certificates of insurance. In the event that an insurer cancels any applicable coverage for any reason, Grantee shall immediately notify Commerce of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within 15 business days after the cancellation of coverage. Copies of new insurance certificates must be provided to Commerce's Agreement Manager with each insurance renewal.



**N. CONFIDENTIALITY AND SAFEGUARDING INFORMATION**

Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws will govern disclosure of any confidential information received by the State of Florida.

Grantee must implement procedures to ensure the appropriate protection and confidentiality of all data, files, and records involved with this Agreement.

Except as necessary to fulfill the terms of this Agreement and with the permission of Commerce, Grantee shall not divulge to third parties any confidential information obtained by Grantee or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Agreement work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Commerce.

Grantee shall not use or disclose any information concerning a recipient of services under this Agreement for any purpose in conformity with state and federal law or regulations except upon written consent of the recipient, or Recipients' responsible parent or guardian when authorized by law, if applicable.

When Grantee has access to Commerce's network and/or applications, in order to fulfill Grantee's obligations under this Agreement, Grantee shall abide by all applicable Commerce Information Technology Security procedures and policies. Grantee (including its employees, subcontractors, agents, or any other individuals to whom Grantee exposes confidential information obtained under this Agreement), shall not store, or allow to be stored, any confidential information on any portable storage media (e.g., laptops, thumb drives, hard drives, etc.) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of Agreement.

Grantee shall immediately notify Commerce in writing when Grantee, its employees, agents, or representatives become aware of an inadvertent disclosure of Commerce's unsecured confidential information in violation of the terms of this Agreement. Grantee shall report to Commerce any Security Incidents of which it becomes aware, including incidents sub-contractors or agents reported to Grantee. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Commerce information in Grantee's possession or electronic interference with Commerce operations; provided, however, that random attempts at access shall not be considered a security incident. Grantee shall make a report to Commerce not more than seven (7) business days after Grantee learns of such use or disclosure. Grantee's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Grantee has done or shall do to mitigate any detrimental effect of the unauthorized use or disclosure, and (v) what corrective action Grantee has taken or shall take to prevent future similar unauthorized use or disclosure. Grantee shall provide such other information, including a written report, as Commerce's Information Security Manager requests.

In the event of a breach of security concerning confidential personal information involved with this Agreement, Grantee shall comply with s. 501.171, F.S., as applicable. When notification to affected persons is required under this section of the statute, Grantee shall provide that

notification, but only after receipt of Commerce's written approval of the contents of the notice. Defined statutorily under section 501.171(1)(a), F.S., and for purposes of this Agreement, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal data. Good faith acquisition of personal information by an employee or agent of Grantee is not a breach, provided the information is not used for a purpose unrelated to Grantee's obligations under this Agreement or is not subject to further unauthorized use.

## **O. PATENTS, COPYRIGHTS, AND ROYALTIES**

1. All legal title and every right, interest, claim or demand of any kind, in and to any patent, trademark or copyright, or application for the same, or any other intellectual property right to, the work developed or produced under or in connection with this Agreement, is the exclusive property of Commerce to be granted to and vested in the Florida Department of State for the use and benefit of the state; and no person, firm or corporation shall be entitled to use the same without the written consent of the Florida Department of State. Any contribution by Grantee or its employees, agents or contractors to the creation of such works shall be considered works made for hire by Grantee for Commerce and, upon creation, shall be owned exclusively by Commerce. To the extent that any such works may not be considered works made for hire for Commerce under applicable law, Grantee agrees, upon creation of such works, to automatically assign to Commerce ownership, including copyright interests and any other intellectual property rights therein, without the necessity of any further consideration.
2. If any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Agreement, Grantee shall refer the discovery or invention to Commerce who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida.
3. Where activities supported by this Agreement produce original writings, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, Commerce has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to allow others acting on behalf of Commerce to do so. Grantee shall give Commerce written notice when any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced.
4. Notwithstanding any other provisions herein, in accordance with s. 1004.23, F.S., a State University is authorized in its own name to perform all things necessary to secure letters of patent, copyrights, and trademarks on any works it produces. Within 30 calendar days of same, the president of a State University shall report to the Department of State any such university's action taken to secure or exploit such trademarks, copyrights, or patents in accordance with s. 1004.23(6), F.S.

## **P. INFORMATION TECHNOLOGY RESOURCE**

Grantee shall obtain prior written approval from the appropriate Commerce authority before purchasing any Information Technology Resource (ITR) or conducting any activity that will impact Commerce's electronic information technology equipment or software in any way. ITR includes computer hardware, software, networks, devices, connections, applications, and data. Grantee

shall contact the Commerce Agreement Manager listed herein in writing for the contact information of the appropriate Commerce authority for any such ITR purchase approval.

#### **Q. NONEXPENDABLE PROPERTY**

1. For the requirements of this Nonexpendable Property section of the Agreement, "nonexpendable property" is the same as "property" as defined in s. 273.02, F.S., (equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature).
2. All nonexpendable property, purchased under this Agreement, shall be listed on the property records of Grantee. Grantee shall inventory annually and maintain accounting records for all nonexpendable property purchased and submit an inventory report to Commerce with the final expenditure report. The records shall include, at a minimum, the following information: property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), date of acquisition, and the current condition of the item.
3. At no time shall Grantee dispose of nonexpendable property purchased under this Agreement without the written permission of and in accordance with instructions from Commerce.
4. Immediately upon discovery, Grantee shall notify Commerce, in writing, of any property loss with the date and reason(s) for the loss.
5. Grantee shall be responsible for the correct use of all nonexpendable property Grantee purchases or Commerce furnishes under this Agreement.
6. A formal Agreement amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in Attachment 1, Scope of Work.
7. Upon the Expiration Date of this Agreement, Grantee is authorized to retain ownership of any nonexpendable property purchased under this Agreement; however, Grantee hereby grants to Commerce a right of first refusal in all such property prior to disposition of any such property during its depreciable life, in accordance with the depreciation schedule in use by Grantee. Grantee shall provide written notice of any such planned disposition and await Commerce's response prior to disposing of the property. "Disposition" as used herein, shall include, but is not limited to, Grantee no longer using the nonexpendable property for the uses authorized herein; the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property. Commerce, in its sole discretion, may require Grantee to refund to Commerce the fair market value of the nonexpendable property at the time of disposition rather than taking possession of the nonexpendable property.

#### **R. REQUIREMENTS APPLICABLE TO THE PURCHASE OF OR IMPROVEMENTS TO REAL PROPERTY (*Not applicable*)**

#### **S. CONSTRUCTION AND INTERPRETATION**

The title of and the section and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions

of this Agreement. The term “this Agreement” means this Agreement together with all attachments and exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof. The use in this Agreement of the term “including” and other words of similar import mean “including, without limitation” and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word “or” is not exclusive and the words “herein,” “hereof,” “hereunder,” and other words of similar import refer to this Agreement, including any Exhibits and Attachments, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. As appropriate, the use herein of terms importing the singular shall also include the plural, and vice versa. The reference to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. All references to “\$” shall mean United States dollars. The term “Grantee” includes any person or entity which has been duly authorized to and has the actual authority to act or perform on Grantee’s behalf. The term “Commerce” includes the State of Florida and any successor office, department, or agency of Commerce, and any person or entity which has been duly authorized to and has the actual authority to act or perform on Commerce’s behalf. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the Parties. Time is of the essence with respect to the performance of all obligations under this Agreement. Each Party has read and understands this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

#### **T. CONFLICT OF INTEREST**

This Agreement is subject to chapter 112, F.S. Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a 5% interest in Grantee or its affiliates.

#### **U. GRANTEE AS INDEPENDENT CONTRACTOR**

Grantee is at all times acting and performing as an independent contractor. Commerce has no ability to exercise any control or direction over the methods by which Grantee may perform its work and functions, except as provided herein. Nothing in this Agreement may be understood to constitute a partnership or joint venture between the Parties.

#### **V. EMPLOYMENT ELIGIBILITY VERIFICATION – E-VERIFY**

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

2. Section 448.095, F.S., requires the following:
  - a. Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
  - b. An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 C.F.R. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.
3. If an entity does not use E-Verify, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

#### **W. NOTIFICATIONS OF INSTANCES OF FRAUD**

Upon discovery, Grantee shall report all known or suspected instances of Grantee, or Grantee's agents, contractors or employees, operational fraud or criminal activities to Commerce's Agreement Manager in writing within 24 chronological hours.

#### **X. NON-DISCRIMINATION**

Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

#### **Y. ASSIGNMENTS AND SUBCONTRACTS**

1. Grantee shall not assign, subcontract, or otherwise transfer its rights, duties, or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of Commerce, which consent may be withheld in Commerce's sole and absolute discretion. Commerce is at all times entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida. Any attempted assignment of this Agreement or any of the rights hereunder by Grantee in violation of this provision shall be void *ab initio*.
2. Grantee agrees to be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If in the scope of work or in a separate writing Commerce permits Grantee to subcontract all or part of the work contemplated under this Agreement, including entering into subcontracts with vendors for services, it is understood by Grantee that all such subcontract arrangements shall be evidenced by a written document containing all provisions necessary to ensure subcontractor's compliance with applicable state and federal law, and that Grantee remains fully responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. Grantee further agrees that Commerce shall not be liable to the subcontractor for any expenses or liabilities incurred

under the subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. Grantee, at its expense, will defend Commerce against such claims.

3. Grantee agrees that all Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All Grantee employees, subcontractors, or agents performing work under the Agreement must comply with all Commerce security and administrative requirements identified herein. Commerce may conduct, and Grantee shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by Grantee. Commerce may refuse access to, or require replacement of, any of Grantee's employees, subcontractors, or agents for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with Commerce's security or administrative requirements identified herein. Such refusal shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. Commerce may reject and bar from any facility for cause any of Grantee's employees, subcontractors, or agents.
4. Grantee agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to Grantee. In the event the State of Florida approves transfer of Grantee's obligations, Grantee remains responsible for all work performed and all expenses incurred in connection with the Agreement. In addition, this Agreement shall bind the successors, assigns, and legal representatives of Grantee and of any legal entity that succeeds to the obligations of the State of Florida.
5. Grantee agrees to make payments to the subcontractor within seven (7) working days after receipt of full or partial payments from Commerce in accordance with s. 287.0585, F.S., unless otherwise stated in the Agreement between Grantee and subcontractor. Grantee's failure to pay its subcontractors within seven (7) working days will result in a penalty charged against Grantee and paid to the subcontractor in the amount of one-half of one percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.
6. Grantee shall provide a monthly Minority and Service-Disabled Veteran Business Enterprise Report for each invoice period summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors/material suppliers for that period, and project to date. The report shall include the names, addresses and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant and a copy must be forwarded to Commerce's Agreement Manager. The Office of Supplier Diversity at (850) 487-0915 will assist in furnishing names of qualified minorities. Commerce's Minority Coordinator at (850) 245-7471 will assist with questions and answers.
7. Commerce shall retain the right to reject any of Grantee's or subcontractor's employees whose qualifications or performance, in Commerce's judgment, are insufficient.

**Z. ENTIRE AGREEMENT; SEVERABILITY; CONFLICTS; COUNTERPARTS.**

This Agreement, and the attachments and exhibits hereto, embody the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. If a court of competent jurisdiction voids or holds unenforceable any provision of this Agreement, then that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect. If any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the attachments shall control, but only to the extent of the conflict or inconsistency. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instruments.

**AA. WAIVER; GOVERNING LAW; ATTORNEYS' FEES, DISPUTE RESOLUTION**

1. **Waiver.** No waiver by Commerce of any of provision herein shall be effective unless explicitly set forth in writing and signed by Commerce. No waiver by Commerce may be construed as a waiver of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure by Commerce to exercise, or delay in exercising, any right, remedy, power or privilege under this Agreement may be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies set forth herein are cumulative and not exclusive.
2. **Governing Law.** The laws of the State of Florida shall govern the construction, enforcement, and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction. The Parties expressly consent to exclusive jurisdiction and venue in any state court located in Leon County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense. IN ANY LEGAL OR EQUITABLE ACTION BETWEEN THE PARTIES, THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.
3. **Attorneys' Fees, Expenses.** Except as set forth otherwise herein, each of the Parties shall pay its own attorneys' fees and costs in connection with the execution and delivery of this Agreement and the transactions contemplated hereby.
4. **Dispute Resolution.** Commerce shall decide disputes concerning the performance of the Agreement, and Commerce shall serve written notice of same to Grantee. Commerce's decision shall be final and conclusive unless within 21 calendar days from the date of receipt, Grantee submits a petition for an administrative hearing to Commerce's Agency Clerk. Commerce's final order on the petition shall be final, subject to any right of Grantee to judicial review pursuant to s. 120.68, F.S. Exhaustion of administrative remedies is an absolute condition precedent to Grantee's ability to pursue any other form of dispute resolution; provided however, that the Parties may employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

**BB. INDENTIFICATION**

1. If Grantee is a state agency or subdivision, as defined in s. 768.28(2), F.S., pursuant to s. 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.
2. Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees for that portion of any loss or damages the negligent act or omission of Commerce or the State proximately caused.
3. Further, Grantee shall fully indemnify, defend, and hold harmless the State and Commerce from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to Commerce's misuse or modification of Grantee's products or Commerce's operation or use of Grantee's products in a manner not contemplated by this Agreement. If any product is the subject of an infringement suit, or in Grantee's opinion is likely to become the subject of such a suit, Grantee may, at Grantee's sole expense, procure for Commerce the right to continue using the product or to modify it to become non-infringing. If Grantee is not reasonably able to modify or otherwise secure for Commerce the right to continue using the product, Grantee shall remove the product and refund Commerce the amounts paid in excess of a reasonable fee, as determined by Commerce in its sole and absolute discretion, for past use. Commerce shall not be liable for any royalties.
4. Grantee's obligations under the two immediately preceding paragraphs above, with respect to any legal action are contingent upon the State or Commerce giving Grantee: (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense, and (3) assistance in defending the action at Grantee's sole expense. Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or Commerce in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
5. The State and Commerce may, in addition to other remedies available to them at law or equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of Grantee or its affiliates to the State against any payments due Grantee under any Agreement with the State.



**CC. CONTACT INFORMATION FOR GRANTEE AND COMMERCE****Grantee's Agreement Manager:**

Patrice A.Tanner, Assistant City Administrator/City Clerk  
Post Office Box 1007  
Chipley, Florida 32428  
Telephone: 850-638-6350  
Facsimile: 850-638-6353  
[ptanner@cityofchipley.com](mailto:ptanner@cityofchipley.com)

**COMMERCE's Agreement Manager:**

Cristin Beshears  
Department of Commerce  
107 East Madison Street, MSC 160  
Tallahassee, FL 32399-4120  
Telephone: (850) 717-8486  
Facsimile: (850) 717-8522  
Email: [Cristin.Beshears@commerce.fl.gov](mailto:Cristin.Beshears@commerce.fl.gov)

**DD. NOTICES**

The Parties' respective contact information is set forth in the immediately preceding paragraph and may be subject to change at the Parties' discretion. If the contact information changes, the Party making such change will notify the other Party in writing. Where the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted via email with proof of delivery; (iii) the next business day following the day on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

**Rest of page left intentionally blank; Attachments to follow after signature page**

**IN WITNESS THEREOF**, and in consideration of the mutual covenants set forth above and in the attachments hereto, the Parties, through their duly-authorized representatives, sign this Agreement and represent and warrant that they understand the Agreement and Attachments’ terms and conditions as of the Effective Date.

FLORIDA DEPARTMENT OF COMMERCE		CITY OF CHIPLEY, FLORIDA	
By	<div>Signature</div> <div>J. Alex Kelly</div>	By	<div>Signature</div> <div>Tracy L. Andrews</div>
Title	<div>Secretary</div>	Title	<div>Mayor</div>
Date		Date	<div>January 9, 2024</div>

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

OFFICE OF GENERAL COUNSEL  
FLORIDA DEPARTMENT OF COMMERCE

By: \_\_\_\_\_  
Approved Date: \_\_\_\_\_

## Attachment 1 SCOPE OF WORK

1. **GRANT AUTHORITY:** This Community Planning Technical Assistance grant is provided pursuant to Section (s.) 163.3168, Florida Statutes (F.S.), and Specific Appropriation 2340, Chapter 2023-239 Laws of Florida, to provide direct and/or indirect technical assistance to help Florida communities find creative solutions to fostering vibrant, healthy communities, while protecting the functions of important State resources and facilities.
2. **PROJECT DESCRIPTION:** The City of Chipley ("Grantee" or "City") shall prepare a City of Chipley Downtown Redevelopment Master Plan ("Master Plan") for the area located in the City of Chipley Community Redevelopment Agency District. The Master Plan shall provide a unified direction to achieve the City's economic and livable community goals. Grantee shall prepare a Downtown Existing Conditions Report, conduct public workshops and stakeholder meetings, and present the Master Plan to the City Council.
3. **GRANTEE'S RESPONSIBILITIES:** Grantee shall timely perform the Deliverables and Tasks described in this section and in Section 5 below, and in doing so, Grantee shall comply with all the terms and conditions of this Agreement. **All deliverables and tasks under this Agreement must be completed on or before the end of the Agreement Period in Section A. of this Agreement, unless extended by an amendment to this Agreement signed by both Parties.**

### A. Deliverable 1. Downtown Existing Conditions Report; Subcontract or Notice

Grantee shall:

1. Prepare a Downtown Existing Conditions Report. The Downtown Existing Conditions Report shall include the following information for the area located in the City of Chipley Community Redevelopment Agency District:
  - (1) a map of the boundaries of the area to be included in the Master Plan;
  - (2) existing land use conditions (parcel/lot size, type of existing land use, residential density of use, nonresidential intensity of use, and historic buildings/structures);
  - (3) existing hardscaping, landscaping, lighting, green spaces and signage;
  - (4) existing and programmed infrastructure/utility conditions;
  - (5) existing and programmed mobility conditions related to roadways, pedestrians, bicycles and parking;
  - (6) City's Comprehensive Plan Future Land Use Map allowable residential density of use and nonresidential intensity of use;
  - (7) City's Zoning Map allowable residential density of use and nonresidential intensity of use;
  - (8) general narrative of development potential and development trends;
  - (9) recommendations for rehabilitation of buildings, sidewalks, parking areas, roadways, hardscaping, landscaping, lighting green spaces and signage that will make the area more aesthetically pleasing;
  - (10) recommendations for improvements to infrastructure/utilities to further redevelopment and growth; and

(11) any other information deemed appropriate by the Grantee. The Downtown Existing Conditions Report shall include items 1 through 7 above on a map(s) with a related written narrative description.

2. If Grantee enters into a subcontract or an amendment to an existing subcontract for work to be performed under this Agreement, provide a copy of the subcontract or amendment to Commerce or notify Commerce in writing by email or other document that Grantee has not entered into such a subcontract or amendment as of the Deliverable Due Date for this Deliverable 1.

**B. Deliverable 2. Public Workshop; Stakeholder Meetings; List of Recommendations; Subcontract or Notice**

Grantee shall:

1. Conduct at least one (1) advertised community public workshop in the City to: (1) present an overview of the grant project and present the Downtown Existing Conditions Report; (2) seek public input regarding downtown goals, objectives and key issues as well as opportunities and constraints related to encouraging growth and development in the City's downtown area; and (3) seek public input related to improving the aesthetics of the City's downtown area.
  - Grantee shall prepare workshop materials including public notice, agenda, and any Grantee presentation materials.
  - Grantee shall prepare a written narrative summary of the public input received at the public workshop.
2. In addition to the community public workshop (Section 3.B.1 of this Scope of Work), Grantee shall conduct at least two (2) meetings with stakeholders to: (1) review processes necessary to expedite the creation of new business and evaluate barriers which may prevent new development; and (2) identify recommended strategies to retain and expand current business and to encourage new growth in the City's downtown area.
  - Grantee shall prepare a list of stakeholders with contact information, stakeholder meeting agendas, and prepare a written narrative summary of the recommended strategies based on the stakeholder meetings.
  - At least one of the stakeholder meetings shall include a meeting with a representative of the City's Community Redevelopment Agency.
3. Review City ordinances that may hinder the retention of established business or the creation of new business. Prepare a "List of Recommendations" that includes the following:
  - (1) Recommended revisions to City ordinances that hinder the retention of established business or the creation of new business;
  - (2) Recommendations to improve the aesthetics of established businesses and vacant lots of the City's downtown area;
  - (3) Recommendations deemed appropriate by the Grantee based on the recommended strategies identified in the stakeholder meetings (results of Section 3.B.2 of this Scope of Work);

- (4) Recommendations deemed appropriate by the Grantee based on the community public workshop (results of Section 3.B.1 of this Scope of Work); and
- (5) Any other recommendations deemed appropriate by the Grantee.

4. If Grantee enters into a subcontract or an amendment to an existing subcontract for work to be performed under this Agreement, provide a copy of the subcontract or amendment to Commerce or notify Commerce in writing by email or other document that Grantee has not entered into such a subcontract or amendment as of the Deliverable Due Date for this Deliverable 2.

**C. Deliverable 3. Downtown Redevelopment Master Plan; Public Workshop; Presentation to City Council; Subcontract or Notice**

Grantee shall:

1. Prepare a **proposed** "City of Chipley Downtown Redevelopment Master Plan" that **includes** the following information for the area located in the City of Chipley Community Redevelopment Agency District:

- (1) Executive Summary;
- (2) a map of the boundaries of the area to be included in the Downtown Redevelopment Master Plan;
- (3) existing land use conditions (parcel/lot size, type of existing land use, residential density of use, nonresidential intensity of use, and historic buildings/structures;
- (4) existing and programmed infrastructure/utility conditions;
- (5) existing and programmed mobility conditions related to roadways, pedestrians, bicycles, and parking;
- (6) City of Chipley Comprehensive Plan Future Land Use Map allowable residential density of use and nonresidential intensity of use;
- (7) City of Chipley Zoning Map allowable residential density of use and nonresidential intensity of use;
- (8) general narrative of development potential and development trends;
- (9) recommended downtown implementation strategies, including but not limited to strategies for economic development, business retention and growth, aesthetics, lighting, signage, historic preservation, mobility, infrastructure and utilities; and
- (10) recommendations for the City of Chipley to consider revisions to local ordinances, including but not limited to the City of Chipley Comprehensive Plan and land development regulations.

The **proposed** City of Chipley Downtown Redevelopment Master Plan shall be **based on** the following: (1) results of Deliverables 1 and 2 of this Scope of Work; and (2) any other information as deemed appropriate by the Grantee.

2. Conduct at least one advertised community public workshop to present the proposed "City of Chipley Downtown Redevelopment Master Plan" (results of Section 3.C.1 of this Scope of Work) and to solicit public input regarding the proposed City of Chipley Downtown Redevelopment Master Plan. Grantee shall prepare workshop materials including public

notice, agenda, and any Grantee presentation materials. Grantee shall prepare a written narrative summary of the public input received at the workshop(s).

3. Prepare a **final** "City of Chipley Downtown Redevelopment Master Plan" **based on** the proposed City of Chipley Downtown Redevelopment Master Plan (results of Section 3.C.1 of this Scope of Work), input from the public workshop (results of Section 3.C.2 of this Scope of Work) and any other information deemed appropriate by the Grantee. The **final** City of Chipley Downtown Redevelopment Master Plan shall **include** the following information for the area located in the City of Chipley Community Redevelopment Agency District:
  - (1) Executive Summary;
  - (2) a map of the boundaries of the area to be included in the Downtown Redevelopment Master Plan;
  - (3) existing land use conditions (parcel/lot size, type of existing land use, residential density of use, nonresidential intensity of use, and historic buildings/structures;
  - (4) existing and programmed infrastructure/utility conditions;
  - (5) existing and programmed mobility conditions related to roadways, pedestrians, bicycles and parking;
  - (6) City of Chipley Comprehensive Plan Future Land Use Map allowable residential density of use and nonresidential intensity of use;
  - (7) City of Chipley Zoning Map allowable residential density of use and nonresidential intensity of use;
  - (8) general narrative of development potential and development trends;
  - (9) recommended downtown implementation strategies, including but not limited to strategies for economic development, business retention and growth, aesthetics, lighting, signage, historic preservation, mobility, infrastructure and utilities; and
  - (10) recommendations for the City of Chipley to consider revisions to local ordinances, including but not limited to the City of Chipley Comprehensive Plan and land development regulations.
4. Present the final City of Chipley Downtown Redevelopment Master Plan "Master Plan" to the City Council at an advertised public hearing for the purpose of the City Council to consider and approve, approve with revisions, or deny the Master Plan. Grantee shall prepare a copy of the public hearing public notice and agenda and prepare a written narrative summary of the public input received at the public hearing. If the City Council approves the Master Plan (or approves Master Plan with revisions), Grantee shall prepare the City Council approved final City Master Plan. If the City Council denies approval of the Master Plan, Grantee shall prepare a written narrative summary of the City Council's reasons for denial.
5. If Grantee enters into a subcontract or an amendment to an existing subcontract for work to be performed under this Agreement, provide a copy of the subcontract or amendment to Commerce or notify Commerce in writing by email or other document that Grantee has not entered into such a subcontract or amendment as of the Deliverable Due Date for this Deliverable 3.

- 4. COMMERCE RESPONSIBILITIES:** Commerce shall receive and review the Deliverables and, upon Commerce's acceptance of the Deliverables and receipt of Grantee's pertinent invoices in compliance with the invoice procedures of Section K of this Agreement and of Section 10 of this Scope of Work, Commerce shall process payment to Grantee in accordance with the terms and conditions of this Agreement.
- 5. DELIVERABLES:** The specific deliverables, tasks, minimum levels of service, due dates, and payment amounts are set forth in the following table:

Deliverables and Tasks	Minimum Level of Service	Payment Amount Not to Exceed	Financial Consequences
<p><b>Deliverable 1. Downtown Existing Conditions Report; Subcontract or Notice.</b></p> <p>Grantee shall, in accordance with Section 3.A. of this Scope of Work: (1) prepare a Downtown Existing Conditions Report; and (2) provide a copy of a subcontract, amendment to a subcontract, or notice.</p> <p><b>Deliverable due date: April 1, 2024</b></p>	<p>Completion of Deliverable 1 as evidenced by submission of all of the following:</p> <ol style="list-style-type: none"> <li>1. Downtown Existing Conditions Report.</li> <li>2. Copy of a subcontract or amendment to a subcontract entered into by the Grantee, if any, or an email or other document notifying Commerce that no such subcontract or amendment was entered into as of the Deliverable Due Date for this Deliverable 1.</li> </ol> <p>Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format. If maps are required, they shall be uploaded to SERA system or provided on a compact disc in PDF format with ArcGIS 10.3.1 compatible shapefiles if they are available.</p>	<b>\$20,000.00</b>	As provided in Section 12 of this Scope of Work, below.
<p><b>Deliverable 2. Public Workshop; Stakeholder Meetings; List of Recommendations; Subcontract or Notice.</b></p>	<p>Completion of Deliverable 2 as evidenced by submission of all of the following:</p> <ol style="list-style-type: none"> <li>1. Copy of public workshop public notice, agenda, any Grantee presentation</li> </ol>	<b>\$10,000.00</b>	As provided in Section 12 of this Scope of Work, below.

<p>Grantee shall, in accordance with Section 3.B. of this Scope of Work: (1) prepare public workshop public notice, agenda, any Grantee workshop presentation materials, and conduct a public workshop, and prepare a written narrative summary of public input received at the public workshop; (2) prepare stakeholder meeting agendas and list of stakeholders, conduct stakeholder meetings, and prepare summary of recommended strategies identified in stakeholder meetings; (3) prepare a List of Recommendations; and (4) provide a copy of a subcontract, amendment to a subcontract, or notice.</p> <p><b>Deliverable due date:</b> <b>April 1, 2024</b></p>	<p>materials, and written narrative summary of public input received at the workshop per Section 3.B.1 of this Scope of Work.</p> <p>2. Stakeholder meeting agendas and list of stakeholders with contact information. Summary of recommended strategies identified in stakeholder meetings per Section 3.B.2 of this Scope of Work.</p> <p>3. List of Recommendations per Section 3.B.3 of this Scope of Work.</p> <p>4. Copy of a subcontract or amendment to a subcontract entered into by the Grantee, if any, or an email or other document notifying Commerce that no such subcontract or amendment was entered into as of the Deliverable Due Date for this Deliverable 2.</p> <p>Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format. If maps are required, they shall be uploaded to SERA system or provided on a compact disc in PDF format with ArcGIS compatible shapefiles if they are available.</p>		
<p><b>Deliverable 3. Downtown Redevelopment Master Plan; Public Workshop; Presentation to City</b></p>	<p>Completion of Deliverable 3 as evidenced by submission of all of the following:</p>	<p><b>\$20,000.00</b></p>	<p>As provided in Section 12 of this Scope of Work, below.</p>



<p><b>Council; Subcontract or Notice.</b></p> <p>Grantee shall, in accordance with Section 3.C. of this Scope of Work: (1) prepare a proposed Downtown Redevelopment Master Plan; (2) prepare public workshop public notice, agenda, any Grantee workshop presentation materials, and conduct a public workshop, and prepare a written narrative summary of public input received at the public workshop; (3) prepare final Downtown Redevelopment Master Plan; (4) copy of public notice and agenda for City Council public hearing, and written narrative summary of public input received regarding the final Downtown Redevelopment Master Plan at the City Council public hearing; (5) City Council approved final Downtown Redevelopment Master Plan or written narrative summary of reasons for City Council not approving the final Downtown Redevelopment Master Plan; and (6) provide a copy of a subcontract, amendment to a subcontract, or notice.</p> <p><b>Deliverable due date:</b> <b>May 31, 2024</b></p>	<ol style="list-style-type: none"> <li>1. Proposed Downtown Redevelopment Master Plan per Section 3.C.1 of this Scope of Work.</li> <li>2. Copy of public workshop public notice, agenda and any Grantee presentation materials per Section 3.C.2 of this Scope of Work. Written narrative summary of public input received at the public workshop per Section 3.C.2 of this Scope of Work.</li> <li>3. Final Downtown Redevelopment Master Plan per Section 3.C.3 of this Scope of Work.</li> <li>4. Copy of public notice and agenda for the City Council public hearing per Section 3.C.4 of this Scope of Work. Written narrative summary of input received regarding the final Downtown Redevelopment Master Plan at the City of Chipley City Council public hearing per Section 3.C.4 of this Scope of Work.</li> <li>5. City approved final Downtown Redevelopment Master Plan per Section 3.C.4 of this Scope of Work or written narrative summary of reasons for City Council not approving the final Downtown Redevelopment Master Plan per Section 3.C.4 of this Scope of Work.</li> <li>6. Copy of a subcontract or amendment to a subcontract entered into by the Grantee, if any, or an</li> </ol>		
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	<p>email or other document notifying Commerce that no such subcontract or amendment was entered into as of the Deliverable Due Date for this Deliverable 3.</p> <p>Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format. If maps are required, they shall be uploaded to SERA system or provided on a compact disc in PDF format with ArcGIS compatible shapefiles if they are available.</p>		
<b>Total Amount Not to Exceed \$50,000.00</b>			

- 6. SUBCONTRACTS.** In accordance with **Section Y., Assignments and Subcontracts**, of this Agreement and subject to the terms and conditions in sections Y.1. through 7 of this Agreement, this paragraph constitutes Commerce's written approval for Grantee to subcontract for any of the deliverables and/or tasks identified in the Scope of Work for this Agreement. A copy of any executed subcontract(s) or amendment to any existing subcontract(s) shall be provided to Commerce's Agreement Manager when submitting reimbursement request documents for payment. Grantee shall be solely liable for all work performed and all expenses incurred as a result of any such subcontract. Any subcontracts between the Grantee and a subcontractor for work performed under this Agreement shall identify the hourly rate of pay to be charged by the subcontractor and shall require all invoices from the subcontractor to the Grantee to identify the hourly rate of pay, actual hours worked on the grant project, and any expenses incurred by the subcontractor in performing such work.
- 7. DELIVERABLE DUE DATE.** The "deliverable due date" is the date the deliverable must be received by Commerce by 11:59 p.m. on that date. For extensions of deliverable due dates, see Section 15 of this Scope of Work.
- 8. BUSINESS DAY; COMPUTATION OF TIME.** For the purpose of this Agreement, a "business day" is any day that is not a Saturday, Sunday, or a state or federal legal holiday. In computing any time period provided in this Agreement, the date from which the time period runs is not counted. The last day of the time period ends at 11:59 p.m. on that day.
- 9. COST SHIFTING.** The deliverable amounts specified within the Deliverables section above are established based on the Parties' estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict Commerce's ability to approve and reimburse allowable costs, incurred by Grantee in providing the deliverables herein. Prior written approval from Commerce's Agreement

Manager is required for changes to the above Deliverable amounts that do not exceed **ten (10) percent** of each deliverable total funding amount. Changes that exceed **ten (10) percent** of each deliverable total funding amount will require a formal written amendment, as described in **Section D., Renegotiation or Modification**, of this Agreement. Regardless, in no event shall Commerce reimburse costs of more than the total amount of this Agreement.

## 10. INVOICE SUBMITTAL AND PAYMENT.

- A. Commerce agrees to reimburse the Grantee for costs under this Agreement in accordance with **Section K, Invoices and Payments**, of this Agreement in the amount(s) identified per deliverable in Section 5 of this Scope of Work, above. The deliverable amount specified does not establish the value of the deliverable. Pursuant to s. 215.971(1), F.S., Grantee will be reimbursed for allowable costs incurred during the Agreement Period by Grantee in carrying out the Project.
- B. Subject to the terms and conditions of this Agreement, an itemized invoice and all documentation necessary to support the payment request for each deliverable shall be submitted into Commerce's Subrecipient Enterprise Resource Application (SERA). SERA Access Authorization Form will be provided after the execution of this Agreement. Invoices are not required to be submitted through the Ariba Supplier Network described in Section K.2. of this Agreement. **Invoices shall be submitted in the format shown on Attachments 1-A, 1-B, and 1-C hereto, electronic copies of which shall be provided by Commerce to the Grantee. Grantee shall use Attachment 1-A if work for the deliverable is completed entirely by a subcontractor, Attachment 1-B if work for the deliverable is completed entirely by Grantee's employee(s), and Attachment 1-C if work for the deliverable is completed both by a subcontractor and by Grantee's employee(s).**
- C. Grantee shall provide one (1) itemized invoice for each deliverable submitted during the applicable period of time. The invoice shall include, at a minimum, the following:
  - 1. Grantee's name and address;
  - 2. Grantee's federal employer identification number;
  - 3. the Agreement number;
  - 4. the Grantee's invoice number;
  - 5. an invoice date;
  - 6. the dates of service;
  - 7. the deliverable number;
  - 8. a description of the deliverable;
  - 9. a statement that the deliverable has been completed; and
  - 10. the amount being requested.
- D. Grantee shall submit a **final invoice** no later than **60** days after this Agreement ends or is terminated as provided in Section K.5. of this Agreement.
- E. **Documentation that must accompany each itemized invoice:** The following documents shall be submitted with the itemized invoice:
  - 1. **For Work Performed by a Subcontractor:**

- a. A cover letter signed by the Grantee's Agreement Manager certifying that the payments claimed for the deliverables were specifically for the project, as described in this Scope of Work;
- b. Copies of paid invoices submitted to Grantee by the Subcontractor that show the hourly rate of pay charged for the work performed, the actual hours expended on the work performed, and any expenses incurred by the subcontractor in performing said work; and
- c. Proof of payment of invoices submitted to Grantee by the Subcontractor for work performed pursuant to this Agreement (e.g., cancelled checks, bank statement showing deduction).

**2. For Work Performed by Grantee's Employees:**

- a. A cover letter signed by the Grantee's Agreement Manager certifying that the payments claimed for the deliverables were specifically for the project, as described in this Scope of Work.
- b. Identification of Grantee's employees who performed work under this Agreement and, for each such employee:
  - i. The percentage of the employee's time devoted to work under this Agreement or the number of total hours each employee devoted to work under this Agreement.
  - ii. Payroll register or similar documentation that shows the employee's gross salary, fringe benefits, other deductions, and net pay. If the employee is paid hourly, a document reflecting the hours worked times the rate of pay is acceptable.
- c. Invoices or receipts for other direct costs.
- d. Usage log for in-house charges (e.g., postage, copies, etc.) that shows the number of units times the rate charged. The rate must be reasonable.

**F.** Payment shall be provided to Grantee in accordance with **Section K., Invoices and Payments**, of this Agreement.

**G.** If the Grantee is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting either of the criteria set forth below, the Grantee may elect in writing to exercise this provision.

- 1.** A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or
- 2.** A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., and which is located in a fiscally constrained county, as defined in section 218.67(1), F.S. If the Grantee meets the criteria set forth in this paragraph, then the Grantee is deemed to have demonstrated a financial hardship.

**11. SUBMITTAL, REVIEW AND ACCEPTANCE OF DELIVERABLES; NOTICE; OPPORTUNITY TO CURE.**

Grantee shall submit all deliverables to the Commerce CPTA Deliverables email at

[CPTADeliverables@commerce.fl.gov](mailto:CPTADeliverables@commerce.fl.gov) and Commerce's Agreement Manager or upload the deliverable documents into Commerce's SERA system for review. Commerce will review all work submitted for payment under the deliverables and will determine in Commerce's sole and absolute discretion whether the deliverables are sufficient to satisfy the requirements in this Scope of Work. Within 15 business days after receipt of a deliverable, Commerce shall provide written notice to Grantee by electronic mail of Commerce's determination that the deliverable is sufficient and is accepted or that the deliverable is not sufficient to satisfy the requirements in the Scope of Work and how the Grantee can address the insufficiency. If Commerce determines that a deliverable is not sufficient under this Agreement, Grantee shall have 10 business days from the date of receipt of notice from Commerce to correct the insufficiency, and during this 10-business day period, the financial consequences specified in Section 12 of this Scope of Work will not be assessed. Commerce may extend this timeframe in writing (which may be by electronic mail) if Grantee is actively working with Commerce to resolve the insufficiency; provided, however, that any extension of time under this section will not extend the Agreement Period in Section A. of this Agreement and provided further that, notwithstanding the timeframes in this section, all deliverables and tasks must be completed on or before the end of the Agreement Period in Section A of this Agreement. An extension of time under this section does not require an amendment to this Agreement. Payment for a deliverable shall not be due until Commerce notifies the Grantee's Agreement Manager in writing that the deliverable or corrected deliverable is sufficient under the Scope of Work and is accepted by Commerce.

## 12. FINANCIAL CONSEQUENCES.

- A. Financial consequences of \$50 a business day up to a maximum amount of \$500 shall be imposed in each of the following circumstances:
  - 1. Grantee submits a deliverable to Commerce more than ten (10) business days after the deliverable due date. Financial consequences begin to accrue on the eleventh business day following the deliverable due date and continue until the deliverable is received by Commerce or the maximum amount of financial consequence accrues, whichever occurs first.
  - 2. Grantee is given a notice of insufficiency and fails to submit to Commerce a corrected deliverable within the timeframe provided in Section 11 of this Scope of Work. Financial consequences begin to accrue on the business day following the deadline under Section 11 of this Scope of Work and continue until the corrected deliverable is received by Commerce or the maximum financial consequence accrues, whichever occurs first.
- B. Imposition of the above-described financial consequences shall in no manner affect Commerce's right to impose or implement other provisions in this Agreement including the right to terminate this Agreement.

- 13. **PRELIMINARY DRAFT DELIVERABLES; COMMERCE REVIEW AND COMMENT.** Preliminary draft deliverables of proposed or adopted comprehensive plan amendments are required to be provided to Commerce for comment prior to the deliverable due date as provided in Section 3. of this Scope of Work. Unless other preliminary draft deliverables are required to be submitted to Commerce under Section 3 of this Scope of Work, above, Grantee is encouraged, but not required, to submit preliminary

drafts of all substantive written deliverables (e.g., master plans, studies, reports) to Commerce for review and comment no later than ten (10) business days before the deliverable due date. If Commerce provides comments, Grantee is urged to address them in the deliverable submitted to Commerce for payment. If submission of a preliminary draft deliverable for Commerce review and comment is required under Section 3 or Section 5 of this Scope of Work, above, Commerce shall provide comments to the Grantee no later than four business days before the deliverable due date and the deliverable must address Commerce's comments.

**14. LIMITED COMPLIANCE REVIEW; NO DUPLICATION OF WRITTEN MATERIAL.** Proposed comprehensive plan amendments that are deliverables under the Scope of Work must be "in compliance" as defined in s. 163.3184(1)(b), F.S. and will be evaluated for compliance as part of Commerce's review and determination of whether the deliverable is sufficient to satisfy the requirements in the Scope of Work. Commerce's compliance determination will be a limited determination without input from the reviewing agencies identified in s. 163.3184(1)(c), F.S. A limited compliance determination for the purpose of this Agreement is not binding on Commerce in a subsequent review under section 163.3184, F.S. Further, a limited compliance determination under this Agreement does not preclude review and comment by reviewing agencies and does not preclude a challenge to the adopted plan amendment by Commerce based on comments by Commerce or other reviewing agencies. Documents submitted to Commerce for payment under this Agreement may not copy or duplicate reports or other written material prepared prior to the Agreement Period in **Section A., Agreement Period**, of this Agreement or prepared by or on behalf of someone other than the Grantee for a purpose other than the specific grant project identified in this Scope of Work. At the option of the Grantee, copies of such relevant documents may be appended to documents submitted to Commerce for payment.

**15. EXTENSIONS OF TIME OF DELIVERABLE DUE DATES.** Notwithstanding **Section D., Renegotiation or Modification**, of this Agreement, Commerce's Agreement Manager, in Commerce's sole discretion, may authorize extensions of deliverable due dates without a written modification of this Agreement. Extensions shall be requested by Grantee's Agreement Manager (not Grantee's consultant or subcontractor) in accordance with the following:

- A.** Requests for extension of one or more deliverable due dates shall be submitted by Grantee's Agreement Manager in writing (which may be by electronic mail) to Commerce's Agreement Manager **no later than one (1) business day before the deliverable due date** (or the earliest of multiple due dates for which the extension is requested);
- B.** A request for an extension of time received by Commerce's Agreement Manager on or after the deliverable due date to which the extension applies will not be granted;
- C.** If requested by Commerce's Agreement Manager, Grantee's Agreement Manager must explain the reason for the requested extension; and
- D.** Commerce's Agreement Manager shall approve or deny a request for extension of a deliverable due date by electronic mail to Grantee's Agreement Manager within two (2) business days after receipt of the request. Only written approvals of extensions shall be effective.

This authority and procedure do not apply to an extension of the Agreement Period defined in **Section A., Agreement Period**, of this Agreement.

- 16. ADVERTISING AND INFORMATION RELEASE.** Notwithstanding **Section J., Advertising and Sponsorship Disclosure**, and **Section F., Records and Information Release**, of this Agreement, Grantee is authorized to disclose to the public on its website or by other means that it has been awarded a Community Planning Technical Assistance Grant from Commerce for the work described in this Scope of Work.
- 17. NOTIFICATION OF INSTANCES OF FRAUD.** Instances of Grantee's operational fraud or criminal activities shall be reported to Commerce's Agreement Manager in writing within twenty-four (24) chronological hours.
- 18. GRANTEE'S RESPONSIBILITIES UPON TERMINATION.** If Commerce issues a Notice of Termination to Grantee, except as otherwise specified by Commerce in that notice, the Grantee shall:
- A.** Stop work under this Agreement on the date and to the extent specified in the notice;
  - B.** Complete performance of such part of the work as shall not have been terminated by Commerce;
  - C.** Take such action as may be necessary, or as Commerce may specify, to protect and preserve any property which is in the possession of Grantee and in which Commerce has or may acquire an interest; and
  - D.** Upon the effective date of termination of this Agreement, Grantee shall transfer, assign, and make available to the Commerce all property and materials belonging to Commerce. No extra compensation will be paid to Grantee for its services in connection with such transfer or assignment.
- 19. CONFLICTS BETWEEN SCOPE OF WORK AND REMAINDER OF AGREEMENT.** In the event of a conflict between the provisions of this Scope of Work and other provisions of this Agreement, the provisions of this Scope of Work shall govern.

**Remainder of Page Intentionally Left Blank**

Agreement #

Section I, Item3.

**Attachment 1-A – Invoice: Grantee’s Subcontractor(s) (Contractual Services)****INVOICE****GRANTEE’S NAME:** \_\_\_\_\_**INVOICE NO.:** \_\_\_\_\_**FEIN:** \_\_\_\_\_**INVOICE DATE:** \_\_\_\_\_**Agreement No.:** \_\_\_\_\_**TO:**

Florida Department of Commerce  
 Division of Community Development  
 Attn.: Cristin Beshears  
 107 East Madison Street  
 Caldwell Building, MSC 160  
 Tallahassee, FL 32399

**FOR:**

[Grantee name]  
 [Grantee address]  
 [Grantee phone number]

DESCRIPTION	AMOUNT
<b>Dates of Service:</b> _____  <b>Deliverable _____ Completed:</b> [copy description of the deliverable from Scope of Work, Section 3]   <u>Category expenditures:</u>  Contractual Services	          \$__
<b>TOTAL</b>	<b>\$__</b>



Agreement #

Section I, Item3.

## Attachment 1-B – Invoice: Grantee's Employee(s)

## INVOICE

GRANTEE'S NAME: \_\_\_\_\_

INVOICE NO.: \_\_\_\_\_

FEIN: \_\_\_\_\_

INVOICE DATE: \_\_\_\_\_

Agreement No.: \_\_\_\_\_

**TO:**

Florida Department of Commerce  
 Division of Community Development  
 Attn.: Cristin Beshears  
 107 East Madison Street  
 Caldwell Building, MSC 160  
 Tallahassee, FL 32399

**FOR:**

[Grantee name]  
 [Grantee address]  
 [Grantee phone number]

DESCRIPTION	AMOUNT
<b>Dates of Service:</b> _____  <b>Deliverable _____ Completed:</b> [copy description of the deliverable from Scope of Work, Section 3]   <u>Category expenditures:</u>  Salaries Fringe Benefits Travel Postage [other direct costs: identify them]	           \$_____ \$_____ \$_____ \$_____ \$_____
<b>TOTAL</b>	<b>\$_____</b>



## Attachment 1-D – Grant Agreement Final Closeout Form

**Ron DeSantis**  
GOVERNOR

**GRANT  
AGREEMENT FINAL  
CLOSEOUT FORM**

**J. Alex Kelly**  
SECRETARY

FLAIR Contract ID:	_____		
Recipient Name:	_____	Contract Amount	_____
Vendor ID:	_____	Deobligated Funds	_____
Contract End Date:	_____	Final Contract Amount	_____

## Section A: Financial Reconciliation

1. Total Recipient Funds Received from Commerce	_____
2. Total Recipient Expenditures	_____
3. Balance of Unexpended Program Income (from Section B)	_____
4. If negative, this amount must be refunded to the Commerce. If positive, this amount is to be remitted to the Recipient.	_____

## Section B: Statement of Recipient Income

<ul style="list-style-type: none"> <li>There was no recipient income earned under this contract.</li> <li>The following recipient income was earned under this contract.</li> </ul>			
Description of Recipient Income			
Source	Amount	Expended	Balance
Total Program Income	\$0.00	\$0.00	\$0.00

## Section C: Property Inventory Certification

<ul style="list-style-type: none"> <li>No tangible property was purchased in the contract period.</li> <li>All non-expendable and non-consumable tangible property having a useful life of more than one year and acquired at a cost of \$1,000 or more per unit with grant funds are listed below. I do hereby certify that the property inventory described below is complete and correct. Notification will be sent immediately to the Department of Commerce if any changes occur to this inventory. I will not destroy, sell, or otherwise dispose of this property without written permission of the Department.</li> </ul>					
Description of Property Inventory					
Description and Serial Number	Quantity	Acquisitions		Condition	Location
		Cost	Date		

## Section D: Recipient Certification

By signing below, I certify, that the above representations for Financial Reconciliation, Recipient Income, and Property Inventory are true and accurate.	
Name: _____	Signature: _____
Title: _____	Date Signed: _____

## Section E: COMMERCE Internal Review and Approval

By signing below, I certify, that the above representations for Financial Reconciliation, Recipient Income, and Property Inventory are true and accurate.	
Name: _____	Signature: _____

**Agreement #**

*Section I, Item3.*

**Attachment 1-E – Subrecipient Enterprise Resource Application (SERA) Form**

**Attachment 1-E will be provided after execution of this Agreement**

## Attachment 2

### AUDIT REQUIREMENTS

The administration of resources awarded by Commerce to the recipient (herein otherwise referred to as "Grantee") may be subject to audits and/or monitoring by Commerce as described in this Attachment 2.

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

#### AUDITS.

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

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

**PART II: STATE FUNDED.** This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with s. 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through Commerce by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from Commerce, other state agencies, and other nonstate entities.

State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of s. 215.97, F.S., is not required. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of s. 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

### PART III: OTHER AUDIT REQUIREMENTS.

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

N/A:

### PART IV: REPORT SUBMISSION.

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

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

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

- a. Commerce at each of the following addresses:

Electronic copies (preferred):  
[Audit@commerce.fl.gov](mailto:Audit@commerce.fl.gov)

or

Paper (hard copy):  
 Florida Department of Commerce  
 MSC # 75, Caldwell Building  
 107 East Madison Street  
 Tallahassee, FL 32399-4126

- b. The Auditor General's Office at the following address: Auditor General

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

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

3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of the recipient directly to:

Electronic copies (preferred):

[Audit@commerce.fl.gov](mailto:Audit@commerce.fl.gov)

or

Paper (hard copy):

Florida Department of Commerce

MSC # 75, Caldwell Building

107 East Madison Street

Tallahassee, FL. 32399-4126

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

**PART V: RECORD RETENTION.** The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow Commerce, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to Commerce, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by Commerce. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

**Remainder of Page Intentionally Left Blank**

**EXHIBIT 1 to Attachment 2****FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

N/A

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

N/A

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

N/A

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

State Project: **FLORIDA DEPARTMENT OF COMMERCE – CSFA 40.024 – GROWTH MANAGEMENT IMPLEMENTATION - \$50,000.00**

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

- ACTIVITIES ARE LIMITED TO THOSE IN THE SCOPE OF WORK.

NOTE: Title 2 C.F.R. § 200.331, as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

**Remainder of Page Intentionally Left Blank**



### ATTACHMENT 3 Audit Compliance Certification

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

FEIN: \_\_\_\_\_ Grantee's Fiscal Year: \_\_\_\_\_

Contact Person Name and Phone Number: \_\_\_\_\_

Contact Person Email Address: \_\_\_\_\_

1. Did Grantee expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and the Department of Commerce (Commerce)?  
 \_\_\_\_ Yes \_\_\_\_ No

If the above answer is yes, also answer the following before proceeding to item 2:

Did Grantee expend \$750,000 or more of state financial assistance (from Commerce and all other sources of state financial assistance combined) during its fiscal year? \_\_\_\_ Yes \_\_\_\_ No

**If yes, Grantee certifies that it will timely comply with all applicable state single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.**

2. Did Grantee expend federal awards, during its fiscal year that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and Commerce? \_\_\_\_ Yes \_\_\_\_ No

If the above answer is yes, also answer the following before proceeding to execution of this certification:

Did Grantee expend \$750,000 or more in federal awards (from Commerce and all other sources of federal awards combined) during its fiscal year? \_\_\_\_ Yes \_\_\_\_ No

**If yes, Grantee certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 C.F.R. part 200, subpart F, as revised.**

**By signing below, I certify, on behalf of Grantee, that the above representations for items 1 and 2 are true and correct.**

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Title of Authorized Representative

# **CITY OF CHIPLEY**

## **STAFF REPORT**

**SUBJECT:** Resolution No. 24-14 – Fiscal Year 2023-2024 Budget Amendment No. 1

### **MEETING DATE**

Tuesday, January 9, 2024

### **PREPARED BY**

Patrice Tanner, City Administrator

### **SUMMARY**

This resolution, if approved, will increase the Fiscal Year 2023-2024 Budget by \$360,349.00

### **RECOMMENDATION**

City Staff recommend approval of Resolution No. 24-14.

### **ATTACHMENTS**

1. Resolution No. 24-14.

**RESOLUTION NO. 24-14****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:

	<u>Original/ Revised Budget</u>	<u>Amendments</u>	<u>Revised Budget</u>
TOTAL BUDGETED REVENUES AND OTHER FINANCING SOURCES	<b>\$19,062,066</b>		
General Fund		\$ 360,349	
Sanitation		0	
Water		0	
Gas		0	
Sewer		<u>0</u>	
		<b>\$ 360,349</b>	<b><u>\$19,422,415</u></b>
TOTAL BUDGETED OPERATING EXPENDITURES/ EXPENSES AND OTHER FINANCING USES	<b>\$19,062,066</b>		
Executive		\$ 0	
Administration		96,995	
Police		507	
Fire		62,847	
Cemetery		0	
Street		200,000	
Recreation		0	
AmTrak/Farmers Market		0	
Sanitation		0	
Water		0	
Gas		0	
Sewer		<u>0</u>	
		<b>\$ 360,349</b>	<b><u>\$19,422,415</u></b>

**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 9th day of January, 2024.

CITY OF CHIPLEY

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

ATTEST:

\_\_\_\_\_  
Patrice A. Tanner  
Assistant City Administrator/City Clerk

Fiscal Year 2023/2024								
Budget Amendment #1a								
G/L Number	Revenue	Administration	Police	Fire	Street	Recreation	Water	Sew
001-389-00000	46,995.00							
001-513-64000		46,995.00						
	Other Financing Sources - Capital City Bank Loan - Administration Department - General Fund							
001-331-20080	200,000.00							
001-541-64500					200,000.00			
	Florida Department of Agriculture and Consumer Services - Solar Power Grant - Public Works Building - General Fund							
001-369-00000	10,247.00							
001-522-64000				10,247.00				
	Firehouse Subs Grant - Bunker Gear Extractor Equipment - Fire Department - General Fund							
001-334-60000	50,000.00							
001-513-64600		50,000.00						
	Florida Department of Commerce - Community Planning Technical Assistance Grant - Downtown Master Plan - Administration Dept.							
001-369-30000	500.00							
001-381-10000	4,864.00							
001-522-52300				5,364.00				
	Donation and Transfer from Volunteer Fire Funds Reserve - Fire Department - General Fund							
001-369-43000	507.00							
001-521-13000			470.00					
001-521-21000			37.00					
	Housing Authority Overtime Reimbursement - Police Department - General Fund							
001-334-70000	47,236.00							
001-522-64500				47,236.00				
	Florida Department of Financial Services - Volunteer Fire Assistance Grant - Fire Department - General Fund							

Section I, Item4.

# **CITY OF CHIPLEY**

## **STAFF REPORT**

**SUBJECT:** Award of Bid for Mongoven Building Demolition – Break-N-Ground, LLC

### **MEETING DATE**

Tuesday, January 9, 2024

### **PREPARED BY**

Patrice Tanner, City Administrator

### **SUMMARY**

This will award the Mongoven Building Demolition Bid to Break-N-Ground, LLC in the amount of \$273,500.00. There were four bids submitted and Break-N-Ground was the lowest responsive bid.

### **RECOMMENDATION**

City Staff recommend approval of Award of Bid for Mongoven Building Demolition to Break-N-Ground, LLC in the amount of \$273,500.00.

### **ATTACHMENTS**

1. Engineer Contract Award Recommendation.

December 29, 2023

Tracy Andrews, Mayor  
City of Chipley  
1442 Jackson Avenue  
Chipley, FL 32428

RE: Mongoven Building Selective Demolition Bid Results  
(DHM# CHI22HR, FC CDBG-DR #M0041)

Mayor Andrews and Council,

The City of Chipley published bid notices for the referenced project on November 15, 2023, in the Washington County News and Panama City News Herald. This initiative, funded through Florida Commerce (FC), Community Development Block Grant Disaster Recovery (CDBG-DR) Home-Town Revitalization program, garnered four bids. To ensure inclusive participation, the advertisement was also emailed to a wide array of minority contractors. A non-mandatory pre-bid meeting took place on November 30, 2023, with four prospective bidders and City Staff in attendance.

On December 21, 2023, at 2:00 PM, bids were opened at Chipley City Hall, with four companies responding. The bids, summarized in the table below, highlight *Break-N-Ground LLC* as the lowest responsive bidder, offering \$273,500.00, below the budgeted \$300,000.00. I spoke with Nick Williams, owner of *Break-N-Ground LLC*, on December 29, 2023 and he confirmed that the company is satisfied with the bid provided.

Table 1: Summary of Bids

<b>Bidder</b>	<b>Total Base Bid</b>
Break-N-Ground LLC	\$273,500.00
JNB Contracting LLC	\$445,000.00
Great Southern Demolition	\$464,000.00
PAW Materials	\$925,973.00

After reviewing the bids, it appears that *Break-N-Ground LLC* is the lowest responsive bidder with a total bid amount of \$273,500.00, which is less than the budgeted amount of \$300,000.00. The following table provides a summary the project's acquisition, demolition, and construction budgets.

Table 2: Summary of Project Acquisition/Demolition/Construction Budget

<b>Task/Item</b>	<b>Amount</b>
Total Acquisition, Demolition, Construction Budget	\$710,200.00
Acquisition Costs Expended	\$68,924.98
Demolition Low Bid	\$273,500.00
<b>Remaining Site Construction Funds</b>	<b>\$367,775.02</b>

4428 Lafayette St.  
Marianna  
Florida 32446

2541-1 Barrington Circle  
Tallahassee  
Florida 32308

Phone  
(850) 482-3045  
Fax  
(850) 482-3957

[melvineng.com](http://melvineng.com)

It is recommended that the City of Chipley proceed with issuance of the Notice of Award for the Mongoven Building Demolition project to the lowest responsive bidder, *Break-N-Ground LLC.*, in the amount of \$273,500.00, contingent upon Florida Commerce approval of the award.

If you have any questions or require additional information, please do not hesitate to call our office.

Sincerely,



Brent E. Melvin, P.E.  
Project Manager



# CITY OF CHIPLEY

## STAFF REPORT

**SUBJECT:** Employee Classification Document – Change.

### MEETING DATE

Tuesday, January 9, 2024

### PREPARED BY

Patrice Tanner, City Administrator

### SUMMARY

This will approve a change in the employee classification document to include changing a full-time Park Attendant to a part-time position.

### RECOMMENDATION

City Staff recommend approval of Employee Classification Document – Change.

### ATTACHMENTS

1. Employee Classification Document Memo.



# City of Chipley

1442 Jackson Avenue  
Post Office Box 1007  
Chipley, Florida 32428  
(850) 638-6350 Fax: (850) 638-6318

To: Mayor and Council Members

From: Patrice A. Tanner, Assistant City Administrator/City Clerk

Date: December 29, 2023

Re: Employee Classification Document – Change

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

<b>Title</b>	<b>Position ID</b>	<b>Pay Grade Authorized</b>	<b>Employee Status</b>	<b>FLSA Status</b>
Park Attendant	604	C	PTR	NE

This Park Attendant position will change from a full-time position to a part-time position.

Please let me know if you have any questions.

# **CITY OF CHIPLEY**

## **STAFF REPORT**

**SUBJECT:** Special Event Application – Rogers Insurance Agency, Inc.

### **MEETING DATE**

Tuesday, January 9, 2024

### **PREPARED BY**

Patrice Tanner, City Administrator

### **SUMMARY**

Rogers Insurance Agency, Inc. would like to hold a 50<sup>th</sup> Anniversary Jubilee at the Farmer's Market and Gazebo on Friday, April 19, 2024 from 5:00 p.m. to 7:00 p.m.

### **RECOMMENDATION**

City Staff recommend approval of Special Event Application for Rogers Insurance Agency, Inc. 50<sup>th</sup> Anniversary Jubilee.

### **ATTACHMENTS**

1. Special Event Application.
2. Special Event 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: Rogers Clns. Agency, Inc.  
 Address: 1396 Jackson Ave  
 Contact person: Ricky, Donna or Phone: 850-638-1815 Fax: 850-638-7253  
 E-mail: Donna@rigchipley.com  
 Type of Event: 50<sup>th</sup> Anniversary Jubilee  
 Purpose of Event: Celebrate 50 years in the Business

Location of Event: Farmers Market Gazebo Indoors/Outdoors

Date(s) & Time(s) of Event: April 19<sup>th</sup> 5-7 pm

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

Concert Yes/No No If yes, What type of music? One Man Band for entertainment

Will food and nonalcoholic beverages be sold? Not Sold Provided

Will fireworks be displayed? Yes/No 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: planning for 500  
 Are security and/or medical services provided?

Applicant Signature: [Signature] Date: 1-3-24

Approved { } Denied { }

Mayor's Signature:  Date:



# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
 01/03/2024

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).

<b>PRODUCER</b> Rogers Insurance Agency 1396 JACKSON AVENUE P.O. BOX 430 CHIPLEY FL 32428		<b>CONTACT NAME:</b> Richard Miller <b>PHONE (A/C, No, Ext):</b> (850) 638-1805 <b>FAX (A/C, No):</b> (850) 638-7255 <b>E-MAIL ADDRESS:</b> ricky@riachipley.com	
<b>INSURED</b> ROGERS INSURANCE AGENCY INC PO BOX 430 CHIPLEY FL 32428-0430		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Main Street America Protection Insurance Co.	<b>NAIC #</b> 13026
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL241303460 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 type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BPG63640	06/24/2023	06/24/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000 LEGRV \$ 5,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED 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 \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	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				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**
**CANCELLATION**

City of Chipley 1442 Jackson Avenue P O Box 1007 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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## 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:

Rogers Insurance Agency, Inc.

[Signature]  
Signature

Richard C. Miller - President  
Print Name

Jodi L. Petts  
Witness

Jackie Champion  
Witness

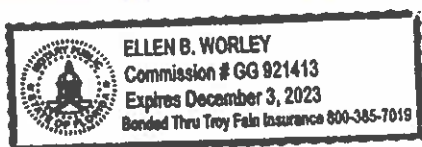
Jodi L. Petts  
Print Name

Jackie Champion  
Print Name

STATE OF FLORIDA  
COUNTY OF WASHINGTON

The foregoing instrument was acknowledged before me by Richard C. Miller, 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 3rd day of January, 20 24.



Ellen B. Worley  
Notary Public

You are invited to a Zoom webinar.

When: **January 4, 2024 5:00 PM** Central Time (US and Canada)

Topic: **City Council Workshop**

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/86796081068>

Or One tap mobile :

+13052241968,,86796081068# US

+13126266799,,86796081068# US (Chicago)

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

+1 305 224 1968 US,+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York),+1 646 931 3860 US

+1 301 715 8592 US (Washington DC)

+1 309 205 3325 US

+1 669 444 9171 US

+1 669 900 9128 US (San Jose)

+1 689 278 1000 US

+1 719 359 4580 US

+1 253 205 0468 US

+1 253 215 8782 US (Tacoma)

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Webinar ID: 867 9608 1068