



**City of Chipley
City Council Meeting**

June 09, 2026 at 5:00 PM

City Hall - 1442 Jackson Avenue, Chipley, FL 32428

AGENDA

A. CALL TO ORDER

B. PRAYER AND PLEDGE

C. APPROVAL OF AGENDA

D. CITIZENS REQUEST

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

E. APPROVAL OF MINUTES

1. Regular Meeting Minutes - May 12, 2026 (Form 8b Voting Conflict attached)

F. CONSENT AGENDA

1. **Resolution No. 26-41** – Federal Emergency Management Agency (FEMA) for the FY 2025 Assistance to Firefighters Grant (AFG) Program
2. **Resolution No. 26-42** – Adopting Updated Internal Controls Policy
3. **Resolution No. 26-43** – Adopting Community Development Block Grant Labor Standards Policy and Procedures
4. **Professional Grant Administration Services Continuing Contract Extensions** – David H. Melvin, Inc.
5. **Professional Engineering Services Continuing Contract Extensions** – David H. Melvin, Inc.
6. **Bid No. 2026-01** – Shivers Park Pickleball

G. AGENDA ITEMS

1. **Ordinance No. 999 (First Reading)** – Repealing Chapter 6 - Animal Control and Enacting a New Chapter 6 – Animal Control
2. **Ordinance No. 1000 (First Reading)** – Amending Chapter 9 - Cemeteries

H. OTHER BUSINESS

I. ADJOURN

J. ZOOM

1. ZOOM Information

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

City of Chipley
Council Meeting
Minutes
May 12, 2026 at 5:00 p.m.

Attendees:

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

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

Others Present Were:

Mrs. Patrice Tanner, City Administrator
 Mr. Guy Lane, Asst. City Admin./Public Works Dir.
 Mrs. Tamara Donjuan, Code Enf/Planning Officer

Ms. Sherry Snell, City Clerk
 Mr. Michael Richter, Police Chief
 Mrs. Michelle Jordan, City Attorney

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

A. CALL TO ORDER

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

B. PRAYER AND PLEDGE

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

C. APPROVAL OF AGENDA

Mayor Andrews deleted consent agenda item #6 – Bid No. 2026-01 – Shivers Park Pickleball. She then added consent agenda item #6 - Special Event Application – Summer Concert Series.

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

D. CITIZENS REQUEST

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

No further discussion.

E. APPROVAL OF MINUTES

1. Regular Council Meeting – April 14, 2026 (Form 8b – Voting Conflict attached)
2. Special Council Meeting – April 30, 2026
3. Updated Regular Meeting Minutes – August 12, 2025

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

F. CONSENT AGENDA ITEMS

1. **Resolution No. 26-35** – Annual Election. This resolution will approve the election qualifying dates of July 6-10, 2026, and election dates of September 1, 2026, and if necessary, September 15, 2026.
2. **Resolution No. 26-36** – Florida Department of Commerce Agreement No. M0143 – CDBG HMGP Generator Grant - Amendment Four. This resolution will amend the Florida Department of Commerce Agreement No. M0143, extending the agreement end date to December 30, 2026, unless otherwise terminated as provided in the Agreement. Also to include updated language regarding Audit Requirements, Citizen Complaints, Contracting with Entities of Foreign Countries of Concern Prohibited, Foreign Influence, and Human Trafficking.
3. **Resolution No. 26-37** – Capital City Bank – 2026 Ford F-150 Regular Cab Truck - Gas Department. This resolution will approve a loan with Capital City Bank for the purchase of (1) New 2026 Ford F-150 Regular Cab Truck for the Gas Department in the amount of \$36,700.00 with an interest rate of 4.15% with five (5) annual payments.
4. **Resolution No. 26-39** – Travel Procedure and Expense Reimbursement Policy Update. This resolution will approve the updated Travel Procedures and Expense Reimbursement Policy to increase the reimbursement amounts for meals based on comparable entities.
5. **Resolution No. 26-40** – Duplication of Benefits Policy for the Florida Commerce CDBG-DR/CDBG-MIT Programs. This resolution will approve a Duplication of Benefits Policy for the Florida Commerce CDBG-DR/CDBG-MIT Programs which will outline procedures for verification, calculation, documentation, and recapture of duplicative funds consistent with applicable federal guidance.
6. **Special Event Application** – Summer Concert Series. J.Corb, LLC would like to hold a summer concert on Friday, June 5, 2026 from 6:00 p.m. – 9:00 p.m. at the Bill Lee Station. There will be live entertainment with the Chipley Station being responsible for handling alcohol and food sales during the event.
7. **Contract of Services** – Chipley Housing Authority. This contract is a continuation of services already in place and will approve the additional patrolling for protective services for the Chipley Housing Authority Public Housing Developments. The Chipley Housing Authority is requesting patrolling in an amount not to exceed 24 hours per week.
8. **Fire Department Truck Donation.** Chief Aycock is requesting approval of former Tanker 1 that was taken out of service at the beginning of 2025 due to multiple mechanical and age-related issues to be donated to Ponce de Leon Volunteer Fire & Rescue which will be an upgrade to their current tanker. The vehicle is currently inoperable and has no positive equity value. It will allow Ponce de Leon Volunteer Fire & Rescue to benefit from it in any way possible.

9. **Special Event Application** – Veteran's Reunion – Patriot Guard Riders. The Patriot Guard Riders are requesting approval to hold a Veteran's Reunion at the Train Depot from October 8-10, 2026, featuring the Vietnam Memorial Traveling Wall and the Global War on Terrorism Wall. Both walls will be set up on the grassy area, with a representative from the organization present on-site 24 hours a day throughout the duration of the event.
10. **FY 25-26 Updated Minutes.** The FY 25-26 Minutes have been updated by adding explanations to the consent agenda items.
11. **Employee Classification Document** – Changes. This will approve changes to the Employee Classification Document changing a Corporal to a Sergeant; and changing two positions from a Patrolman to a Corporal in the Police Department.
12. **Continuing Engineering Services Work Authorization No. 2026-01** – Gilbert Acres Drainage Improvements Project – David H. Melvin, Inc. in the amount of \$336,000.00.
13. **Re-approval of Resolution No. 26-34** – CDBG-NR – Jim Trawick Park, Orange Street and 6th Avenue. This resolution is updated to include infrastructure improvements to Jim Trawick Park.
14. **Special Event Application** – Thursday Night Lights. A date change has been requested for Thursday Night Lights, moving the event from Thursday, May 21st to Thursday, May 28th due to graduation.

Ms. McCall stated the date for Thursday Night Lights should be the 28th.

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

G. AGENDA ITEMS

1. **Ordinance No. 998 (Public Hearing)** – Florida Power & Light Franchise Agreement. Mayor Andrews closed the regular meeting and opened the public hearing at 5:07 p.m. Mrs. Tanner read the Ordinance by title:

AN ORDINANCE GRANTING TO FLORIDA POWER & LIGHT COMPANY, ITS SUCCESSORS AND ASSIGNS, AN ELECTRIC FRANCHISE, IMPOSING PROVISIONS AND CONDITIONS RELATING THERETO, PROVIDING FOR MONTHLY PAYMENTS TO THE CITY OF CHIPLEY, FLORIDA, AND PROVIDING FOR AN EFFECTIVE DATE.

Mrs. Tanner explained this Ordinance will approve the final reading of Ordinance No. 998 – granting Florida Power & Light Company an electric franchise for a period of 30 years. Official notice to advise the public of the proposed adoption of Ordinance No. 998 was published in the Washington County News on April 29, 2026. The ad complied with the legal requirements of the City Code and Florida Statutes.

Mayor Andrews closed the public hearing and opened the regular meeting at 5:09 p.m. No further discussion.

A motion was made by Council Member Russell and seconded by Council Member McCall to approve the final reading of Ordinance No. 998. The motion passed with four (4) ayes and zero (0) nays. Mayor Andrews abstained due to conflict, since she is employed by FPL.

2. **Request for a Variance** – John Duncan – 5th Street, Parcel ID: 00000000-00-1941-0001.

Mrs. Donjuan stated this request is for the purpose of increasing the size of the rear yard which would require a reduction in the required front yard setback. Approval of the request would permit an adjusted front setback, thereby shifting the proposed residence forward on the lot and creating a larger backyard area. The right-of-way is seventy-five (75) feet on 5th Street. The applicant is requesting twenty (20) feet front setback from the right-of-way, leaving approximately seventeen (17) feet of green space between the property line and the curb of the road. The new construction would be approximately thirty-seven (37) feet from the curb of the road. A variance is needed for the front setback only. All other yard setbacks will be met.

Mayor Andrews asked if the other homes were in alignment on that street. Mrs. Cain stated most were, although some were located closer to the street. Ms. McCall asked what would happen if sidewalks were added to the street in the future. Mr. John Duncan stated he would be fine with that. Ms. McCall noted that doing so would leave only nine (9) feet between his house and the sidewalk. Mrs. Donjuan stated there would also be a 20-foot setback, meaning he would actually have 29 feet. Mr. Russell expressed concern about the number of variances being requested. Attorney Jordan stated that the city is working to update the comprehensive plan to address the issue, but that it is a lengthy process. Discussion ensued.

A motion was made by Council Member Cain and seconded by Council Member Blount to approve the Request for a Variance – John Duncan – 5th Street. The motion passed with three (3) ayes and two (2) nays. Council Member McCall and Council Member Russell being opposed.

3. **Request for a Development Order** – Jack's Family Restaurant – 1331 Main Street, Parcel ID: 00000000-00-2218-0004. Mrs. Donjuan stated the property is zoned Commercial and is within the Corridor Development District (CDD) overlay, which requires review and approval by the Planning and Zoning Commission and the City Council. The proposed development has been reviewed by the City's planning firm Kimley-Horn and has met all the city's requirements. Discussion ensued.

A motion was made by Council Member Russell and seconded by Council Member McCall to approve the Request for a Development Order – Jack's Family Restaurant – 1331 Main Street. The motion passed unanimously.

4. **Resolution No. 26-38** – Code Enforcement Lien Policy. Mrs. Tanner stated this resolution will approve a policy regarding Code Enforcement Liens establishing procedures for lien reduction, civil enforcement, and administrative closure. No further discussion.

A motion was made by Council Member McCall and seconded by Council Member Russell to approve Resolution No. 26-38 – Code Enforcement Lien Policy. The motion passed unanimously.

5. **Request Waiver of Fines** – Pamela Moore – 869 Chesnut Hill Street. Mrs. Tanner stated this property has been brought into compliance. The fines total \$44,900.00 thru May 12, 2026 and attorney fees total \$217.50. Mrs. Moore stated that she misunderstood that she had to contact Mrs. Donjuan when the property was brought into compliance, which occurred in December 2023. Discussion ensued.

A motion was made by Council Member Cain and seconded by Council Member Blount to waive the fines in the amount of \$44,900.00, but to require the attorney fees to be paid in the amount of \$217.50. The motion passed unanimously.

6. **Washington County School District Summer Meals Program** – Jiranda White, Director of Federal Programs and Food Service. Mrs. White presented information regarding the Washington County School District's 2026 Summer Breakfast and Lunch Program and stated

she would like help in spreading the word about the program. She also handed out information on Summer Learning Programs that are offered. Mr. Russell asked whether this information could be put in the monthly bills. Mrs. Tanner stated that it could be done, and that the city could also post the information on the city website and social media page, as well as place copies in the lobby at city hall. Discussion ensued.

7. **Animal Control Ordinance** – Discussion – Attorney Jordan. Attorney Jordan reviewed the changes regarding cats, dogs, livestock, chickens, and mini pigs. These changes include regulations on tethering dogs, limits on the number of animals allowed, and Trap/Neuter/Release (TNR) programs. Mrs. Cain asked how we would educate our citizens on the changes. Mrs. Tanner stated that information could be distributed through monthly utility bills, posted on the city website and social media page, as well as advertising in the local newspaper. Discussion ensued.

Attorney Jordan will make the final changes and bring back next month for a first reading.

8. **Cemetery Ordinance** – Discussion – Attorney Jordan. Attorney Jordan reviewed the ordinance regarding cemetery regulations. Ms. McCall asked about grandfathering in existing conditions in the cemetery with photographic evidence. Mrs. Tanner stated this could be done. Mr. Russell asked if the final ordinance could be provided to our local funeral homes so they would be familiar with it when assisting with families. Discussion ensued.

Attorney Jordan will make the final changes and bring back next month for a first reading.

J. OTHER BUSINESS

Mr. Russell stated he had been asked about the possibility of establishing a dog park within the city. Mrs. Tanner stated that she had discussed the matter with Mr. Lane, and they were considering Jim Trawick Park as a possible location. Mr. Russell expressed concern regarding parking at that location and emphasized the importance of ensuring no parking areas would be lost. Discussion ensued.

Attorney Jordan stated an Executive Session was needed regarding the Chipley Course Case. Council agreed on June 1, 2026 at 2:00 p.m. Mrs. Tanner stated a Special Meeting could also be held that day for a few agenda items.

Mrs. Cain stated that parents of 10-year old girls had informed her that they were told they could not have an All-Star Team, but no reason was provided for the decision. Mrs. Tanner stated she would find out why.

Ms. McCall stated the Planning & Zoning Commission meetings could not be heard very well on Facebook. She also expressed concerns regarding some of the questions being asked during the meetings and stated that the board members need training. Mrs. Tanner stated that training for all city boards was already on her list. Mr. Russell stated he would like to ensure that all members were still eligible to serve on the boards.

Ms. McCall stated that at the Blues and Brews event, individuals were observed riding wheeled devices while handing out coupons, and expressed concern about the speed at which they were traveling. Chief Richter stated he would need clarification on exactly what type of devices were being used in order to address the issue appropriately. He further noted that if the device is not addressed in the city code, participants could be asked to stop, but enforcement action would not be possible.

Mr. Russell asked about the status of the Mongoven Building. Mrs. Tanner stated there were

still several items that needed to be addressed, and Public Works was currently working on those tasks. The remaining items include polishing the marble in the window sills, paint touch-ups, pressure washing, striping the parking spaces, and finishing electrical work. Mrs. Tanner stated that they hope to have it open by the first week in June.

K. ADJOURN

The meeting was adjourned by Mayor Andrews at 6:40 p.m.

City of Chipley

Attest:

Tracy L. Andrews, Mayor

Sherry Snell,
City Clerk

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME Andrews, Tracy L		NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE City Council	
MAILING ADDRESS Post Office Box 473		THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:	
CITY Chipley	COUNTY Washington	☒ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY	
DATE ON WHICH VOTE OCCURRED May 12, 2026		NAME OF POLITICAL SUBDIVISION:	
		MY POSITION IS: ☒ ELECTIVE ☐ APPOINTIVE	

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also **MUST ABSTAIN** from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Tracy L. Andrews, hereby disclose that on May 12, 20 26 :

(a) A measure came or will come before my agency which (check one or more)

- ☐ inured to my special private gain or loss;
- ☐ inured to the special gain or loss of my business associate, Employed by FPL ;
- ☐ inured to the special gain or loss of my relative, _____ ;
- ☐ inured to the special gain or loss of _____, by
whom I am retained; or
- ☐ inured to the special gain or loss of _____, which
is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

Ordinance No. 998 (Public Hearing) - Florida Power & Light Franchise Agreement.

A motion was made by Council Member Russell and seconded by Council Member McCall to approve the final reading of Ordinance No. 998. The motion passed with four (4) ayes.

Mayor Andrews abstained from voting due to conflict since she is employed by FPL.

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

5-13-2026

Date Filed

Tracy L. Andrews

Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Resolution No. 26-41 – Federal Emergency Management Agency (FEMA) for the FY 2025 Assistance to Firefighters Grant (AFG) Program

MEETING DATEPREPARED BY

Tuesday, May 12, 2026Patrice Tanner, City Administrator

SUMMARY

This resolution will approve the submission of an application to the Federal Emergency Management Agency (FEMA) for the FY 2025 Assistance to Firefighters Grant (AFG) Program for a grant to purchase a fire tanker truck in the amount of \$600,000.00. This will replace the 1985 fire tanker that is non-compliant and no longer meets current NFPA safety standards, and it has exceeded its useful life. The grant applications are due on June 22, 2026.

RECOMMENDATION

City Staff recommend approval of Resolution No. 26-41 - Federal Emergency Management Agency (FEMA) for the FY 2025 Assistance to Firefighters Grant (AFG) Program

ATTACHMENTS

1. Resolution No. 26-41

RESOLUTION NO. 26-41

A RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FOR THE FY 2025 ASSISTANCE TO FIREFIGHTERS GRANT (AFG) PROGRAM.

WHEREAS, the City of Chipley desires to submit an application to the Federal Emergency Management Agency (FEMA) for the FY 2025 Assistance to Firefighters Grant; and

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

WHEREAS, the city is applying for a new fire tanker truck that will replace a 1985 fire tanker that is non-compliant and no longer meets current NFPA safety standards, and it has exceeded its useful life; and

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

WHEREAS, utilizing these grant funds to purchase a replacement fire tanker truck will have a great impact on the safety of the firefighters of the City of Chipley.

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

1. The City of Chipley hereby authorizes the filing of an application for the FEMA FY 2025 Assistance to Firefighters Grant Program in the amount of \$600,000.00.
2. That the Mayor, Mayor Pro-Tem or City Administrator are hereby authorized to execute all documents required in connection with the filing of said application.
3. A certified copy of this Resolution be forwarded to FEMA along with the application.

PASSED AND ADOPTED by the City Council of the City of Chipley, Florida on this 9th day of June, 2026.

CITY OF CHIPLEY

ATTEST:

Sherry Snell, City Clerk

Tracy L. Andrews, Mayor

CITY OF CHIPLEY
STAFF REPORT

SUBJECT: Resolution No. 26-42 – Adopting Updated Internal Controls Policy

MEETING DATE	PREPARED BY
Tuesday, May 12, 2026	Patrice Tanner, City Administrator

SUMMARY

This resolution will approve updates to the Internal Controls Policy for the monitoring and oversight of State and Federal Grant awards.

RECOMMENDATION

City Staff recommend approval of Resolution No. 26-42 – Adopting Updated Internal Controls Policy

ATTACHMENTS

- 1. Resolution No. 26-42
- 2. Exhibit “A” – Internal Controls Policy

RESOLUTION NO. 26-42

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CHIPLEY, FLORIDA, ADOPTING UPDATED INTERNAL
CONTROLS FOR THE MONITORING AND OVERSIGHT OF STATE
AND FEDERAL GRANT AWARDS; PROVIDING FOR
IMPLEMENTATION; PROVIDING FOR CONFLICTS; PROVIDING
FOR AN EFFECTIVE DATE.**

WHEREAS, the City of Chipley, Florida (the "City") receives and administers state and federal grant awards to support public projects, programs, and services; and

WHEREAS, the City Council finds it necessary and appropriate to establish and maintain written internal controls and administrative procedures to ensure compliance with applicable federal and state laws, regulations, grant agreements, audit requirements, and reporting standards; and

WHEREAS, the Internal Controls – Monitoring and Oversight of State and/or Federal Grant Awards policy establishes procedures for grant acceptance, budgeting, record retention, expenditure monitoring, reporting, equipment management, compliance monitoring, grant close-out, suspension and debarment verification, and other grant administration requirements; and

WHEREAS, the City Council finds that adoption of such policy promotes accountability, transparency, sound financial management, and compliance with applicable grant requirements; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Chipley as follows:

1. The updates to the Internal Controls Policy for Monitoring and Oversight of State and Federal Grant Awards is attached hereto as Exhibit “A”.
2. This Resolution shall take effect immediately upon its adoption by the City Council.

DULY PASSED AND ADOPTED by the City Council of the City of Chipley, Florida at a special meeting on this 9th day of June, 2026.

CITY OF CHIPLEY

Tracy L. Andrews, Mayor

ATTEST:

Sherry Snell, City Clerk

**City of Chipley
Internal Controls
Monitoring and Oversight of State and/or Federal Grant Awards**

The City is knowledgeable and aware of the requirements that are to be reported on the SEFA and SSFA and utilizes accounting software, ADG by Tripleview, which adequately allows the City to record grant expenditures separately by Fund for each grant awarded.

Acceptance of the Award

Upon receipt of the State/Federal grant award, the City Administrator reviews the agreement in order to determine the following:

- Is the funding federal, state or other?
- Identifying number – CFDA, if Federal in origin? CSFA, if State in origin?
- Is there a pass-through entity?
- What fund will the transactions be recorded in?
- What function(s) will be permissible for grant expenditures?
- Who is the Project Manager with responsibility for the project?

This information is then used to prepare a resolution (with grant agreement attached as an exhibit) and prepared for the City Council agenda. The City Attorney receives a copy of the agenda item materials to make sure they comply with applicable law. Following legal approval and City Council approval the Administration Department has the authorized representative (per the approved resolution) sign the documents and submits to the granting agency for full execution. Upon receipt of the fully executed grant agreement, the original is retained in the Administration Office.

Appropriation of Award

Once the acceptance of the award process takes place, the Finance Director will notify the appropriate personnel (Accounts Payable Clerk) which fund, department and account number(s) will be used for the grant within the accounting software to record all transactions related to the specific grant award. A resolution for a budget amendment is prepared to include the approved award as a revenue/expenditure and is submitted to the City Council for approval. If matching funds are approved as part of the requirements of the grant, the matching funds are also included in the budget amendment. Following City Council approval, a budget amendment is posted to the ADG Fund Management System to show the award and any matching funds, as a budgeted project.

Matching, Level of Effort, Earmarking

Any funds earmarked as match for grants is approved by the City Council during the application and contract process with the granting agency.

Duplication of Benefits

All applications and projects will be reviewed for Duplication of Benefits (DOB) by the city. The granting agency is responsible for final review and approval of Duplication of Benefits. The city will not carry out any of the activities under a Sub-Recipient Grant Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 and described in Appropriations Acts. The Sub-Recipient must comply with HUD's requirements for duplication of benefits (DOB), as described in the Federal Register and HUD guidance. Sub-Recipient must carry out activities under their Grant Agreement in compliance with DEO's procedures to prevent DOB. Attached is City Resolution No. 26-40 – Duplication of Benefits Policy.

Record Keeping

Upon receipt of the award, establish a unique grant file for each grant award. The following documents must be contained in the grant file:

- Grant proposal/application
- Grant award letter/executed agreement
- All modifications to the grant award, i.e. continuations, supplements, modifications
- Council resolution(s) and any other agenda items associated with the award
- Subcontract(s)
- Reimbursement request packages
- Expenditure documentation
- All progress reports and final reports
- Any correspondence pertaining to the grant, including emails

All grant documents are stored on a Share Drive on the server, which is then backed up offsite with our IT Contractor, CLS Technology, LLC. All servers have two levels of backup off-site. CLS Technology, LLC does file/folder backups as well as full image-based BDR backups.

The City follows the records retention schedules established by the Florida Department of State for all official records. Grant-related documents are retained in accordance with these schedules, as well as any specific retention requirements outlined in the applicable grant agreement. In all cases, the City will retain grant records for the period specified in the grant agreement or six (6) years, whichever is greater.

Expenditures and Collecting Revenue

The grant agreement and grantor general policies establish the requirements for charging costs to the award, reporting those costs, and requesting reimbursement (ie. no more than once monthly, at least once quarterly, etc.). Grant awards are cost-reimbursable and direct pay. If they are cost-reimbursable they are generally supported by the City until revenues are collected. If they are direct pay the funding agency approves payment to the city and the city then makes payment to the vendor. The Administration Department or the Finance Department make sure all reimbursement request packages are prepared with applicable expenditure backup documentation in order for the

City to receive reimbursement for the grant expenditures, unless they are prepared by a contracted firm managing the grant. The supporting documentation is reviewed to make sure all invoices, cancelled checks and any and all other required documentation is included to make sure it is in accordance with the grant requirements. At this point the reimbursement package is submitted to the grantor through email or by means of a grant portal.

Equipment and Real Property Management

1. Equipment purchased with grant funds shall be used exclusively during the life of the grant for the project or program for which it was acquired.
2. Equipment purchased with grant funds must be properly maintained and safeguarded, and equipment records must be maintained using the same procedure as if purchased with City funds through the City inventory policy and procedures.
3. After the grant award is closed and equipment is no longer needed for its originally authorized purpose, the Department Head shall request approval by the City Administrator to include an agenda item to the City Council requesting approval of disposition of all equipment over \$5,000, and the Department Head shall request approval of disposition by the City Administrator for all equipment under \$5,000 following City policy and procedures for property and inventory control.

Compliance Monitoring

The post-award activity of an awarded City grant is overseen by the Administration Department through regular communication with the responsible Department Head. The Administration Department will be responsible for:

- Monitoring activities under the grant scope of work to assure compliance with applicable requirements and to ensure that performance expectations are being achieved. Monitoring of the grant must cover each program, function or activity.
- The Administration Department is responsible for ensuring that activities comply with the terms and conditions of the grant agreement/contract and ensuring that required reports are submitted by or before the specified deadlines in the award agreement.
- The Administration Department is the liaison with the grantor regarding program performance, operational requirements and monitoring, and will supervise all programmatic (operational) aspects of the grant in accordance with the terms and conditions of the grant. This department is responsible for conducting or coordinating all internal program monitoring and ensuring preparation and submission of all required program reports by or before the specified deadlines in the award agreement.
- The Administration Department is responsible for ensuring that essential support and control is provided to the recipient department so that the grant awarded ends successfully and in compliance with all budgetary policy and procedures.

Expenditure Monitoring

It is critical to the overall success of a project that grant funds are expended properly and accurately. The City Administrator and the Finance Director are familiar with budget and cost principles and reviews the requests to purchase and awards prior to payment. Both have the necessary skills to recognize allowable costs.

The process for approval and payment of grant expenditures is as follows:

- The Administration Department reviews the invoices and compares to the contracts for compliance with grant requirements and compliance with allowable costs approved in the professional services award and/or construction bid award, reviews for period of performance to ensure compliance with the terms of the agreement, and applies the proper account coding to the expenditure. At this time the invoices will be reviewed to make sure the invoicing method agrees with the agreement in place.
- The City Administrator then reviews and approves the grant expenditure for payment by signature on the invoice, making him/her aware of all expenditures being charged to the grants at all times. The invoice(s) are then forwarded to the Finance Department for their review.
- The Accounts Payable Clerk posts the expense to the general ledger and has a Finance Clerk review the expenditure edit for correctness.
- The expenditure edit is then given to the Finance Director to verify correctness.
- Once approved, the Accounts Payable Clerk updates the expenditure edit and processes the payment.
- A check stub is then attached to the invoice showing payment has been made.

After initial setup, grant awards should be reconciled on a monthly basis to ensure:

- Expenditures are allowable, allocable, necessary, and reasonable based on terms and conditions of the grant award.
- Expenditures are adequately supported by documentation.
- Award spending is commensurate with the period of performance.
- Expenditures are recorded and charged to the correct project and/or general ledger account in ADG.

Reconciliation involves checking expenditures/revenues recorded in project accounting spreadsheets to those recorded in General Ledger; and also checking revenues billed during a

reporting/billing period against expenditures charged to the project during the same period. Budget to Actual reports are reviewed by the Finance Director, City Administrator and Department Heads.

Throughout the fiscal year, the Schedule of Expenditures of Federal Awards and State Financial Assistance is prepared and updated by the City Administrator. The information is compiled with information from his/her monthly reconciliation of grant revenues/expenditures to date. The City Administrator and the Finance Director review these Schedules together for accuracy prior to being submitted to the Auditors.

Reporting

Every award has reporting requirements specified in the grant agreement. It is critical that all reports are complete, accurate, and submitted per the specified dates outlined in the agreement. Accurate and timely reporting is critical to maintaining a good relationship with the grantor. Requirements and procedures are established to ensure that grant funds are expended and accounted for in a method that provides accuracy, uniformity and consistency.

Types of Reports

- **Performance/Progress/Narrative/Status:** The grant recipient Department Head or in some cases the project engineer is required to submit project progress updates at the request of the Administration Department in order to prepare and retain performance reports that reflect grant-funded operational progress as required by the grant agreement. Management possesses the required knowledge, skills and ability to complete the reports in an accurate and timely manner. All reports are reviewed for accuracy and completeness and approved by the City Administrator prior to being submitted to the grantor. The support documentation is attached to the report and is filed in the grant files.
- **Financial:** The Finance Department or Administration Department are required to regularly submit and retain financial reports that reflect a grants fiscal health as required by the grant agreement and supporting documents.
- **Close-Out:** Dependent upon the conditions of the grant contract, after the expiration or termination of the grant, the Administration Department is required to submit all financial, performance, and other reports required in the grant conditions.

Frequency of Reports

- The frequency of the reports is specified in the grant agreement.
- The Administration Department is responsible for completing reports in a timely manner and for the report submission to the grantor by whatever means the grantor requires, electronically or by mail.

Modifications, Extensions or Cancellations

- During the course of a grant's lifetime, there are times when changes are necessary to either the budget or the project scope-of-work. Most of these changes, typically called grant amendments, are allowable, but it is important to follow the procedures written in the grant agreement or in the guides provided by the grantor. These changes must be pre-approved by the grantor agency before they are considered eligible.
- The Administration Department is responsible for ensuring that all agreements to include funding agency agreements, professional services agreements, and construction agreements remain current. Amendments will be requested and approved as necessary throughout the duration of each project. All agreements must clearly define a period of service, including both a start date and an end date. To prevent lapses in services, all agreements will be reviewed on a quarterly basis.
- Some grants allow for at least one no-cost time extension to complete a project, if necessary. These requests must be documented and written approval must be received from the grantor, usually in the form of a grant amendment/modification.
- In the event a grant must be terminated before the original completion date or returned to the grantor prior to project initiation, standard practices for closing out a grant will be completed. The City Administrator will contact the granting agency to discuss the impact on future funding from the grantor agency.

Grant Close-Out

The grant closeout is a critical piece in the life cycle of a grant. It is the process by which the City performs all necessary administrative and financial actions to satisfactorily complete all requirements set forth in the grant agreement. Preparation for closeout usually begins 60 to 90 days prior to the end date of the grant to accurately forecast expenditures and make any adjustments to accounting entries. Responsible staff are aware of the period-of-performance requirement identified in the grant agreement. A grant award is considered completed when: (1) all work funded by the award is completed, or (2) the award period-of-performance ends. The Administration Department has the prime responsibility of ensuring that a continuation, supplement, or no-cost time extension is requested in a timely manner to continue the project. The grant agreement identifies the grantor's process to close-out the award, including records retention requirements.

Suspension and Debarment

1. City of Chipley and any of its subrecipients shall not award grant assistance to applicants that are debarred or suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs.
2. It is the responsibility of the Administration Department to ensure that any potential contractor or subcontractor or subawardee that will be funded through a grant award is not prohibited from receiving federal or state funds due to suspension or debarment. A person or entity debarred or suspended is excluded from federal financial and non-financial assistance and benefits under

federal programs and activities. Debarment or suspension of a participant in a program by one agency has a government-wide, reciprocal effect.

3. The Administration Department will ensure that the federal Excluded Parties List System (EPLS) site and the state Convicted/Suspended/Discriminatory/Complaints Contractor Lists are checked prior to entering into any contractual relationship or use of services.

a. Excluded Parties List System (EPLS): The System for Award Management (SAM) is the official federal system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. It is accessed at: <https://www.sam.gov/SAM/>.

b. Convicted/Suspended/Discriminatory/Complaints Contractor Lists are accessed at: http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists.

Federal Single Audit Act

Federal audit and annual reporting requirements are contained in 2 CFR Part 200 Subpart F (200.5 Compliance and Audit Requirements.) Non-federal entities expending **\$1,000,000** or more in a year in federal awards are required to have a single or program-specific audit conducted for that year, performed by an outside auditor. It is important that all grant activity and any changes to the grant are well documented to facilitate any audit. Audit findings made during the audit are provided to the grantor, which could prompt an audit by the grantor.

Florida Single Audit Act

The Florida Single Audit Act establishes uniform audit requirements for state financial assistance, and follows the same cost principles and requirements established in the Federal Single Audit Act, also with a **\$750,000** threshold.

https://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Resolution No. 26-43 – Adopting Community Development Block Grant Labor Standards Policy and Procedures

MEETING DATE

Tuesday, May 12, 2026

PREPARED BY

Patrice Tanner, City Administrator

SUMMARY

This resolution will approve the Community Development Block Grant Labor Standards Policy and Procedures.

RECOMMENDATION

City Staff recommend approval of Resolution No. 26-43 – Adopting Community Development Block Grant Labor Standards Policy and Procedures

ATTACHMENTS

1. Resolution No. 26-43
2. Exhibit “A” – CDBG Labor Standards Policy and Procedures

RESOLUTION NO. 26-43

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CHIPLEY, FLORIDA, ADOPTING A COMMUNITY DEVELOPMENT
BLOCK GRANT LABOR STANDARDS POLICY AND PROCEDURES;
PROVIDING FOR IMPLEMENTATION; PROVIDING FOR
CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the City of Chipley, Florida (the "City") has reviewed the Labor Standards Policy and Procedures; and

WHEREAS, this policy is intended to ensure continued compliance with applicable federal, state, and local requirements and to improve administrative procedures; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Chipley as follows:

1. The CDBG Labor Standards Policy and Procedures are attached hereto as Exhibit "A".
2. This Resolution shall take effect immediately upon its adoption by the City Council.

DULY PASSED AND ADOPTED by the City Council of the City of Chipley, Florida at a special meeting on this 9th day of June, 2026.

CITY OF CHIPLEY

Tracy L. Andrews, Mayor

ATTEST:

Sherry Snell, City Clerk

Community Development Block Grant Labor Standards Policy and Procedures

The following procedures are utilized in the governance of Section 3,
Davis-Bacon and Labor Standards Compliance through City of
Chipley CDBG DR and MIT Projects

Section 3 of the Housing and Urban Development Act of 1968

The City of Chipley shall comply with **Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u)** and its implementing regulations at **24 CFR Part 75** for all applicable Community Development Block Grant (CDBG) funded projects.

It is the policy of the City to ensure that, **to the greatest extent feasible**, economic opportunities generated by HUD-funded projects are directed to **low- and very low-income persons** and to **Section 3 business concerns**, particularly those residing within the service area of the project.

This policy applies to:

- Contractors and subcontractors receiving HUD assistance in excess of \$100,000; and
- The City and any subrecipients receiving HUD funding exceeding \$200,000 for covered activities.

Commitment to Section 3 Compliance

The City shall implement procedures and best practices designed to:

- Promote employment, training, and contracting opportunities for Section 3 workers and Targeted Section 3 workers;
- Encourage participation of Section 3 business concerns in all applicable procurement activities;
- Ensure contractors and subcontractors understand and comply with Section 3 requirements; and
- Document all actions taken to meet or exceed HUD-established benchmarks.

Eligibility and Definitions

The City recognizes individuals as Section 3 workers if they meet one or more of the following criteria:

- Reside in public or Indian housing;
- Reside in the project service area and have a household income at or below HUD-defined low- or very low-income limits;
- Receive federal housing assistance (e.g., Section 8 or public housing);
- Participate in YouthBuild or similar workforce programs; or
- Self-certify eligibility based on income or participation in a means-tested program.

A business shall be considered a Section 3 business concern if it meets one or more of the following:

- At least 51 percent owned by Section 3 workers;
- At least 30 percent of full-time employees are Section 3 workers (or were within three years of hire); or
- Commits to subcontracting at least 25 percent of total subcontracting dollars to Section 3 business concerns.

Best Efforts Requirement

The City shall ensure compliance with the requirement to provide opportunities “to the greatest extent feasible” by implementing **best efforts strategies**, particularly in instances where numeric benchmarks are not achieved.

Best efforts shall include, but are not limited to:

- Conducting outreach activities such as job fairs and community meetings;
- Partnering with local workforce agencies, educational institutions, and community organizations;
- Advertising employment and training opportunities through multiple channels;
- Structuring contracts to increase accessibility for small and Section 3 businesses;
- Providing or facilitating training, apprenticeship, and capacity-building opportunities; and
- Utilizing technology, social media, and pre-bid conferences to expand outreach.

Recruitment and Outreach

The City shall actively recruit Section 3 workers and Targeted Section 3 workers by:

- Coordinating with Public Housing Authorities, workforce development boards, and community-based organizations;
- Distributing notices of employment and training opportunities in accessible community locations; and
- Engaging local partners to identify qualified candidates and reduce barriers to participation.

Contractor Requirements

All contractors and subcontractors shall be required to:

- Make good faith efforts to meet Section 3 benchmarks;
- Provide documentation of outreach, hiring, and subcontracting efforts;
- Submit required Section 3 reports, including labor hour tracking; and
- Certify their status if qualifying as a Section 3 business concern.

Compliance, Tracking, and Reporting

The City shall:

- Track labor hours performed by Section 3 and Targeted Section 3 workers;
- Maintain documentation of qualitative efforts when benchmarks are not met;
- Ensure all Section 3 activities are properly recorded and reported; and
- Retain records in accordance with CDBG record retention requirements.

Local Resource Utilization

The City encourages the use of local workforce development resources, including organizations that provide job training, apprenticeship programs, and employment placement services, to support compliance with Section 3 requirements.

Policy Enforcement

Failure by contractors or subcontractors to comply with Section 3 requirements may result in corrective actions, including withholding of payments or other remedies as permitted under applicable contracts and regulations.

DAVIS BACON

The following procedures are utilized in the governance of Davis-Bacon and Labor Standards Compliance through City of Chipley CDBG DR and MIT Projects

1. The City of Chipley will set up and maintain a Labor Standards Compliance file for each of its Federally funded grants.
2. The City of Chipley will utilize its **Labor Standards Compliance Checklist** to ensure compliance with Davis-Bacon (regarding payment of the prevailing wage rate), Contract Work Hours and Safety Act (regarding payment of time and a half), and Anti-Kickback Act of 1986 (regarding deductions of employee payroll).
3. Following the receipt of Florida Department of Commerce's (FloridaCommerce) approval of the full environmental review, and subsequent issuance of the Authority to Use Grant Funds, AND the Project Engineer's completion of the bid documents (plans and specifications) and approval of these bid documents by FloridaCommerce, the City of Chipley and or its Grant Administrator access and download the proper wage decision(s) from the SAM.gov website.
4. When applicable, the Grant Administrator provides the wage decisions to the Project Engineer and to the City of Chipley Project Coordinator.
5. The Project Engineer inserts the wage decisions into the Invitation to Bid (ITB) document's specifications and finalizes the ITB package. The City of Chipley then forward the ITB to FloridaCommerce and once approves utilizes the ITB with the included wage decision to solicit bids for selecting the Prime Construction Contractor.
6. The City of Chipley will hold a Pre-Bid Conference where requirements and responsibilities for compliance with Davis-Bacon (regarding payment of the prevailing wage rate), Contract Work Hours and Safety Act (regarding payment of time and a half), and Anti-Kickback Act of 1986 (regarding deductions of employee payroll) are discussed with the attending contractors. Section 3 requirements are discussed during this meeting as well.
7. Following the solicitation for the Construction Prime Contractor, receipt of and opening of bids, confirmation that the selected contractor is not on the Excluded Parties List, review of vendor registration in SAM.gov, Board approval (contingent on FloridaCommerce approval of the procurement) and Notice of Award; a **Pre-Construction meeting** is held with the selected Prime Construction Contractor. The City of Chipley and or its Grant Administrator will inform the awarded Prime Construction Contractor of the requirements and its responsibilities of compliance with Davis-Bacon (payment of the prevailing wage rate), Contract Work Hours and Safety Act (payment of time and a half), and Anti-Kickback Act of 1986 (deductions of employee payroll). Additionally, the City of Chipley and or its Grant Administrator reaffirms with the Prime Construction Contractor the requirements to:
 - a. submit **Prime Contractor Notification of Participation and Certifications (Form PCN)**,
 - b. submit printout from SAM.GOV, showing the Prime Construction Contractor is not on the Excluded Parties List,
 - c. submit weekly submit payrolls using **Form WH-347 (Attachment A of this Policy)**,
 - d. acquire and submit **Sub-contractor Notification of Participation and Certifications (Form SCN)**,

- e. acquire and submit printout(s) from SAM.GOV, showing the Sub-Contractor(s) is/are not on the Excluded Parties List,
 - f. require all sub-contractors working on the project to submit weekly payrolls using [Form WH-347](#) (*Attachment A of this Policy*),
 - g. post the established and confirmed Wage Decisions on a job board at the job site, and
 - h. post the [WH-1321 Workers Rights Under Davis Bacon](#) poster (*Attachment G of this Policy*) on a job board at the job site.
8. The City of Chipley or its Grant Administrator checks to ensure that the contract award date is within 90 days of the bid opening. In cases when the award date is more than 90 days, the City of Chipley or its Grant Administrator checks to ensure that the Wage Decision(s) have not been amended or superseded. In instance where the Wage Decision(s) have been amended or superseded, the City of Chipley or its Grant Administrator provides the updated Wage Decision(s) to the Project Engineer and the Prime Construction Contractor. The construction contract, if executed is amended by change order to include the updated Wage Decision(s).
9. The City of Chipley or its Grant Administrator's Labor Standards Compliance staff person continues ongoing communications with the Prime Construction Contractor to ensure weekly payrolls from the Prime Construction Contractor and Sub-Contractor(s) are submitted from the point in time outlined as the commencement date in the Notice to Proceed. (Note: in some instances, the Construction Contractor does not immediately mobilize and begin work following the award and contracting due to circumstances such as delays with materials).
10. The City of Chipley or its Grant Administrator's Labor Standards Compliance staff person reviews the weekly payrolls to ensure:
- a. Proper wages (including fringe benefits) are being paid to the workers based on their work classifications.
 - b. Overtime is being paid at a rate of 1.5 times the wage rate for time over 40 hours per weeks on the project,
 - c. Payroll deductions are bona fide and are not kickbacks to the Construction Contractor from the worker (e.g. Wage Decision requires that a worker be paid \$20.00 per hour, and the Contractor pays the worker the \$20.00 per hour, which for a 40-hour week would total \$800.00, but makes a non-bona fide deduction of \$150.00 for that week that brings the worker's hourly rate down to \$16.25);
 - d. Payrolls are certified by an officer or person authorized by an officer of the firm;
 - e. No Helper classifications are included in the payrolls,
 - f. That instances where there are workers classified in the payroll as Trainees or Apprentices, there is documentation that each such worker is participating in a formal program approved by the Agency for Workforce Innovation or the U.S. Department of Labor and is being paid according to the requirements of that program.
 - g. Classifications presented by the Construction Contractor in the submitted payrolls align with those in the Wage Decisions.
11. In instances where classifications presented in the payrolls are not listed in the Wage Decision(s), the City of Chipley or its Grant Administrator's Labor Standards Compliance staff will make a request for Additional Classification from the U.S. Department of Labor (DOL)
12. [Additional Classifications \(dol.gov\)](#) through the FloridaCommerce Grant Manager, utilizing a completed Form SF1444-23 (*Attachment B to this Policy*).

13. In instances where the City of Chipley/FloridaCommerce is unable to obtain a wage rate through their request for an additional classification, the contractor/subcontractor Employee/Employer Wage-Scale Agreement (***Attachment C to this Policy***).

14. In instances where the City of Chipley or the Grant Administrator's Labor Standards Compliance staff find underpayments, non-compliance with overtime pay, or unsupported deductions, communications will be held with the Construction Contractor to remediate the areas of non-compliance and to ensure that wage restitutions are made, are documented with copies of cancelled checks and an **Employee Confirmation of Restitution Payment Received** (***Attachment D to this Policy – Example***). In instances where the worker was not paid time and a half for overtime, calculate Liquidated Damages at \$27 for each calendar day on which an individual did not receive the required overtime compensation. In instances when the cumulative wage restitutions are \$50.00 or more, a **Wage Restitution and Liquidated Damages Form** (***Attachment E to this Policy***) is to be submitted to the Department of Labor, through the FloridaCommerce Grant Manager. Labor Standards non-compliance incidences, including infractions, restitutions, liquidated damages, reporting and compliance will be tracked in the ***Labor Standards Non-Compliance Tracking Sheet***.

15. Contractors found to be in non-compliance with Labor Standards requirements that have not brought the issues into compliance shall not be paid until such issues have been brought into compliance.

16. The City of Chipley Labor Standards Compliance staff will provide FloridaCommerce with any requested information for their reporting to DOL and for monitoring of Labor Standards.

17. The City of Chipley shall maintain Labor Standards documentation per the CDBG Subgrant Agreement's Records Retention requirements, which is six years following the closeout of the CDBG subgrant agreement.

Onsite Field Work

18. The City of Chipley or its Grant Administrator's Labor Standards Compliance staff will:

- a. At points in time during the construction period when the maximum number of construction workers of the prime and subs are on site, conduct field interviews with workers which cover a representative sample of the classifications used to perform the work.
- b. Review the information in the interviews with the payroll records to ensure consistency with the payroll records.
- c. In cases where there are any apparent inconsistencies, particularly in the areas of hourly rate and classification compared to work performed/tools used, take action and communications with the contractor(s) in question to resolve the inconsistency and will document the resolution in the CDBG Labor Standards files.
- d. Inspect construction boards or other posting options to ensure the correct wage decision(s) and appropriate labor documentation posted, including a **WH-1321 Workers Rights Under Davis Bacon** poster (***Attachment G of this Policy***), are posted at the work site.
- e. Take photographs of the wage decision posting from positions showing all postings as well as close up shots legibly showing the wage decision(s).

Labor Standards Compliance Checklist

PROJECT: _____

CDBG CONTRACT NUMBER: _____

PRIME CONTRACTOR: _____

SUB-CONTRACTORS:

1 _____

2 _____

3 _____

4 _____

5 _____

Section I provides review items that ensure the correct wage decision is in place for the project and that the contractor understands their labor standards responsibilities. This section is to be completed prior to the implementation of the construction activities.

Section II provides review items that ensure that ongoing proper reviews of payrolls are conducted weekly and that actions are taken to bring non-compliance issues into compliance. This section is to be completed on a weekly basis.

Section III provides review items for field inspections and worker interviews that further ensure compliance with worker classifications and hourly pay rates. This section is to be completed at a time when the maximum cross section of workers will be on site. This may require more than one visit.

I. Wage Decision and Construction Contract Award

Community: _____

Contract Number: _____

Prime Contractor: _____

Pay Request Number: _____

Total Contract Amount: \$_____

Pay Request Amount: \$_____

Period Covered: _____

Reviewer/Monitor: _____

Date Reviewed: _____

	Assessment Questions	Yes	No
1.	Original wage decision(s) numbers Obtained from SAM.gov?		
2.	Date of original Wage Decision(s) Obtained from Sam.gov?		
3.	Date of original Wage Decision(s) Obtained from Sam.gov?		
4.	Date of Bid Opening?		
5.	Date of Award?		
6.	Is the Award Date within 90 days of Bid Opening?		
7.	If the Award Date is 90 days or more, was there a check in SAM.gov made to see if an updated Wage Decision(s) was/were required?		
8.	Was there a need for updated Wage Decision(s)?		
9.	If updated Wage Decision(s) was necessary, was it obtained from SAM.gov and provided to the contractor?		
11.	If Updated Wage Decision(s) was needed, what are the updated Wage Decision Numbers?		
12.	Was a check in SAM.gov completed to ensure the contractor was not on the Excluded Parties List?		
11.	Was the contractor on the Excluded Parties List? (<i>Should be NO</i>)		
12.	Print a copy of the SAM.gov page showing the company is registered and not on the excluded parties list? Placed in File?		
13.	Did Prime Contractor provide a notification(s) as a Prime Contracting and contracting with Sub-Contractor(s) (<i>See Notifications Forms PCN and SCN?</i>)		

II. Construction Payroll Review

Community: _____

Contract Number: _____

Prime Contractor: _____

Pay Request Number: _____

Total Contract Amount: \$ _____

Pay Request Amount: \$ _____

Period Covered: _____

Reviewer/Monitor: _____

Date Reviewed: _____

	Assessment Questions	Yes	No	Notes/Explanations
1.	Have weekly payrolls been provided by the prime and all sub-contractors on Form WH-347 (<i>Attachment A</i>)?			
2.	Were each of the weekly payrolls certified by an officer or person having authority to make such certifications?			
3.	Were the job classifications outlined in the weekly payroll reports included in the wage decision?			
4.	If there were job classification(s) not included in the Wage Decision (s), was a request made to the Department of Labor (DOL) for additional classification? <i>If not, prepare a Request for Additional Classification (Standard Form 1444) and send to Department of Labor through FloridaCommerce. (Attachment B)</i>			
5.	If a wage amount was not provided by DOL, did the contractor and employee needed the additional classification sign a <i>Davis Bacon Employee Employer Wage Scale Agreement?</i> (<i>Attachment C</i>)			
6.	Were all workers paid the amounts outlined in the Wage Decision(s) for the classification of work they were doing?			

	Assessment Questions	Yes	No	Notes/Explanations
7.	For workers working overtime on the project, were the workers paid time and a half for these overtime hours? <i>If not, calculate liquidated damages amount at \$10.00 per calendar day and place amount(s) in Notes/Explanations section.</i>			
8.	If a payroll includes workers classified as “apprentice” or “trainee,” is there documentation that each such worker is participating in a formal program approved by the Agency for Workforce Innovation or the U.S. Department of Labor and is being paid according to the requirements of that program?			
9.	Are there workers in a “helper” classification, <u>which cannot be used</u> ? (If not qualified as “apprentice” or “trainee,” they are either a laborer or full trade classification, depending on tools used.)			
10.	If fringe benefits are claimed, are they bona fide fringe benefits, has the hourly value of each fringe been documented, and does the calculation appear correct? Note: Generally, a fringe benefit is bona fide if it is paid by the employer to a third party for the benefit of the employee.			
11.	Was a review completed of the payroll deductions and was proper documentation provided to ensure that the deduction was not a kick-back?			
12.	Was a need for wage restitution identified?			

	Assessment Questions	Yes	No	Notes/Explanations
13.	If the need for wage restitution was identified, do the files document that restitution was paid by including a copy(ies) of the front of the check(s) and a statement(s) from the affected worker(s) that the restitution was received - <i>Employee Confirmation of Restitution Payment Received (Example Attachment D)</i> ?			
14.	If cumulative restitution exceeding \$50 was paid by any contractor or subcontractor, has an enforcement report been sent to FloridaCommerce using the <i>Wage Restitution and Liquidated Damages Form (Attachment E)</i> ?			

Review and Certification:

I, _____ certify that I have reviewed the above referenced CDBG project on _____
Date

for Labor Standards Compliance and I further certify the files reviewed are:

_____ In Compliance

_____ Not in Compliance - For areas found to be in non-compliance, the following actions have been taken:

_____, Labor Standards Compliance Officer

Date

III. Field Reviews

Community: _____

Contract Number: _____

Prime Contractor: _____

Pay Request Number: _____

Total Contract Amount: \$_____

Pay Request Amount: \$_____

Period Covered: _____

Reviewer/Monitor: _____

Date Reviewed: _____

	Assessment Questions	Yes	No	Notes/Explanations
1.	Were interviews conducted using HUD Form 11 (<i>Attachment F</i>) with workers which cover a representative sample of the classifications used to perform the work?			
2.	Is the information in the interviews consistent with the payroll records or is there documentation resolving any apparent inconsistencies, particularly in the areas of hourly rate and classification compared to work performed/tools used?			
3.	If the hourly rates in the certified payrolls and the hourly rates stated by the workers during the interviews do not agree, request timecards and printouts from the contractor's payroll accounting system. If it is determined that a wage restitution is needed, follow numbers 12, 13, and 14 of Section II of this checklist.			
4.	Is the wage decision and appropriate labor documentation posted at the work site?			

5.	Is the WH-1321 Workers Rights Under Davis Bacon poster posted at the work site? (<i>Attachment G</i>)			
6.	Were photographs taken confirming the posting of the wage decision(s) and WH-1321 poster? Photographs should be taken up close showing the wage decisions poster and from far enough back to show that they are posted at the job site.			

Review and Certification:

I, _____certify that I have reviewed the above referenced CDBG project on _____
Date

for Labor Standards Compliance and I further certify the files reviewed are:

_____ In Compliance

_____ Not in Compliance - For areas found to be in non-compliance, the following actions have been taken:

_____, Labor Standards Compliance Officer

Date

**Notification of
Participation
and Certifications**

For

Prime Contractor and
Sub-Contractor(s)

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
NOTIFICATION AND CERTIFICATIONS OF PROJECT PRIME CONTRACTOR

Section F, Item3.

CITY OF CHIPLEY CDBG PROJECT NAME: _____
CDBG CONTRACT NUMBER: _____
CITY OF CHIPLEY PROJECT CONTACT: _____
CITY OF CHIPLEY PROJECT CONTACT PHONE #: _____ EMAIL: _____

PRIME CONTRACTOR INFORMATION

Company Name _____
Company's Unique Entity ID: _____
Address of Sub-Contractor: _____
Phone Number of Sub-Contractor: _____ Email Address of Sub-Contractor: _____
Primary Project Contact for Sub-Contractor: _____

PRIME CONTRACTOR NOTIFICATION AND CERTIFICATIONS

I, _____, with _____
do hereby confirm and attest that our company has been selected as the prime contractor by the
City of Chipley for the above-referenced project.

Additionally, as a representative of _____, I do hereby certify
that:

- 1) Our company is registered on SAM.GOV,
- 2) Our company nor its principals are presently debarred, suspended, proposed for debarment,
declared ineligible, or voluntarily excluded from participation in this transaction by any
Federal department or agency,
- 3) Our company is aware that the project is funded with Federal funds requiring compliance
with:
 - a. Davis-Bacon (regarding payment of the prevailing wage rate),
 - b. Contract Work Hours and Safety Act (regarding payment of time and a half),
 - c. Anti-Kickback Act of 1986 (regarding deductions of employee payroll), and
 - d. Section 3 requirements.
- 4) Our company agrees to comply with, provide the City of Chipley or its agents required
documentation for, and maintain and retain all required records and documentation for this
project for six years following the closeout of the City of Chipley CDBG [DR / MIT]
agreement with the State of Florida.
- 5) Specifically, our company understands that it must:
 - a. Pay workers on the project the prevailing wage rates as determined by the wage
decision(s) in place for the project,
 - b. Pay time and half to all workers exceeding 40 hours per week on the project,
 - c. Submit weekly certified payrolls to the City of Chipley or its agent using Form WH-
347,

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Section F, Item3.

NOTIFICATION AND CERTIFICATIONS OF PROJECT PRIME CONTRACTOR

- d. Make reasonable efforts to hire Section 3 employees when our company needs to hire additional positions for the project by contacting and or placing notices of employment opportunities with:
 - i. local workforce boards,
 - ii. public housing facilities,
 - iii. One-Stop Career Centers,
 - iv. Other appropriate centers serving low-income Section 3 persons, and
 - v. City/Town Hall.
- e. Provide documentation to the City of Chipley of our company's outreach efforts, when we are hiring new positions, to hire Section 3 workers.
- f. Provide documentation to the City of Chipley of our company's accomplishments of hiring Section 3 workers OR of being a Section 3 business.
- g. Provide explanation for not meeting targeted Section 3 goals.

Certified by: _____
Signature Here
Name of Signer and Title for Prime Contractor

Date: _____

Confirmed by: _____
Signature Here
Name of Signer and Title for City of Chipley

Date: _____

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
NOTIFICATION AND CERTIFICATIONS OF PROJECT SUB-CONTRACTOR

Section F, Item3.

CITY OF CHIPLEY CDBG PROJECT NAME: _____
CDBG CONTRACT NUMBER: _____
CITY OF CHIPLEY PROJECT CONTACT: _____
CITY OF CHIPLEY PROJECT CONTACT PHONE #: _____ EMAIL: _____
PRIME CONTRACTOR: _____ EMAIL: _____

SUB-CONTRACTOR INFORMATION

Company Name _____
Company's Unique Entity ID: _____
Address of Sub-Contractor: _____
Phone Number of Sub-Contractor: _____ Email Address of Sub-Contractor: _____
Primary Project Contact for Sub-Contractor: _____
Prime Contractor: _____

SUB-CONTRACTOR NOTIFICATION AND CERTIFICATIONS

I, _____, with _____
do hereby notify the City of Chipley of _____ that our company has been selected as a sub-
contractor by

_____, the prime contractor, for the above-referenced project.

Additionally, as a representative of _____, I do hereby certify
that:

- 1) Our company is registered on SAM.GOV,
- 2) Our company nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency,
- 3) Our company is aware that the project is funded with Federal funds requiring compliance with:
 - a. Davis-Bacon (regarding payment of the prevailing wage rate),
 - b. Contract Work Hours and Safety Act (regarding payment of time and a half),
 - c. Anti-Kickback Act of 1986 (regarding deductions of employee payroll), and
 - d. Section 3 requirements.
- 4) Our company agrees to comply with, provide the City of Chipley or its agents required documentation for, and maintain and retain all required records and documentation for this project for six years following the closeout of the City of Chipley CDBG agreement with the State of Florida.
- 5) Specifically, our company understands that it must:
 - a. Pay workers on the project the prevailing wage rates as determined by the wage decision(s) in place for the project,
 - b. Pay time and half to all workers exceeding 40 hours per week on the project.

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Section F, Item3.

NOTIFICATION AND CERTIFICATIONS OF PROJECT SUB-CONTRACTOR

- c. Submit weekly certified payrolls to the prime contractor, _____, using Form WH-347,
- d. Make reasonable efforts to hire Section 3 employees when our company needs thire additional positions is needed for the project by contacting and/or placing notices of employment opportunities with:
 - i. local workforce boards,
 - ii. public housing facilities,
 - iii. One-Stop Career Centers,
 - iv. Other appropriate centers serving low-income Section 3 persons, and
 - v. City/Town Hall.
- e. Provide documentation to the City of Chipley of our company's outreach efforts when we are hiring new positions, to hire Section 3 workers.
- f. Provide documentation to the City of Chipley of our company's accomplishments of hiring Section 3 workers OR of being a Section 3 business.
- g. Provide explanation for not meeting targeted Section 3 goals.

Certified by: _____
Signature Here
Name of Signer and Title for Sub-Contractor

Date: _____

Confirmed by: _____
Signature Here
Name of Signer and Title for Prime Contractor

Date: _____

**Attachments A-G
&
Non-Compliance
Tracking Sheet
To
Labor Standards Policies
and Procedures**

Attachment A

WH-347 - Certified Payroll Form

To
**Labor Standards Policies and
Procedures**

PAYROLL

For contractor's optional use; see instructions at dol.gov/agencies/whd/forms/wh347

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐				ADDRESS				OMB No. 1235-0008 Expires 09/30/2026											
PAYROLL NO.		FOR WEEK ENDING		PROJECT AND LOCATION				PROJECT OR CONTRACT NO.											
(1)	NO. OF WITHHOLDING EXEMPTIONS	(3)	OT. ORST.	(4) DAY AND DATE							(5)	(6)	(7)	(8) DEDUCTIONS					(9)
NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER		WORK CLASSIFICATION		HOURS WORKED EACH DAY							TOTAL HOURS	RATE OF PAY	GROSS AMOUNT EARNED	FICA	WITH-HOLDING TAX	OTHER	TOTAL DEDUCTIONS	NET WAGES PAID FOR WEEK	
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

Date _____

I, _____

 (Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

(Contractor or Subcontractor)

on the

_____;
 _____;
 (Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
 (Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- ☐ — in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- ☐ — Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE

SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 TITLE 31 OF THE UNITED STATES CODE.

Attachment B

Request for Additional

Classifications

Standard Form 1444

To

Labor Standards Policies

and Procedures

Request For Authorization Of Additional Classification And Rate		Check Appropriate Box ☒ Service Contract ☒ Construction Contract		OMB Control Number Expiration Date: 5/31/2023		Section F, Item 3.	
Instructions: The Contractor shall complete items 3 through 16, keep a pending copy, and submit the request, in quadruplicate, to the Contracting Officer.							
1. To: Administrator, Wage And Hour Division U.S. Department Of Labor Washington, DC 20210				2. From: (Reporting Office)			
3. Contractor					4. Date Of Request		
5. Contract Number	6. Date Bid Opened (Sealed Bidding)	7. Date Of Award	8. Date Contract Work Started	9. Date Option Exercised (If Applicable) (Service Contract Only)			
10. Subcontractor (If Any)							
11. Project And Description Of Work (Attach Additional Sheet If Needed)							
12. Location ([Entity], County, And State)							
13. In Order To Complete The Work Provided For Under The Above Contract, It Is Necessary To Establish The Following Rate(s) For The Indicated Classification(s) Not Included In The Department Of Labor Determination Number: _____ Dated: _____							
a. List In Order: Proposed Classification Title(s); Job Description(s); Duties; And Rationale For Proposed Classifications (Service contracts only)			b. Wage Rate(s)		c. Fringe Benefits Payments		
(Use reverse or attach additional sheets, if necessary)							
14. Signature And Title Of Subcontractor Representative (If Any)				15. Signature And Title Of Prime Contractor Representative			
Authorized For Local Reproduction Previous Edition Is Not Usable							

16. Signature Of Employee Or Representative	Title	Check Appropriate Box: ☐ Agree ☐ Disagree	Section F, Item 3.
To Be Completed By Contracting Officer (Check As Appropriate - See FAR 22.1019 (Service Contract Labor Standards) Or FAR 22.406-3 (Construction Wage Rate Requirements))			
☐ The Interested Parties Agree And The Contracting Officer Recommends Approval By The Wage And Hour Division. Available Information And Recommendations Are Attached.			
☐ The Interested Parties Cannot Agree On The Proposed Classification And Wage Rate. A Determination Of The Question By The Wage And Hour Division Is Therefore Requested. Available Information And Recommendations Are Attached.			
(Send 3 copies to the Department of Labor)			
Signature Of Contracting Officer Or Representative	Title And Commercial Telephone Number	Date Submitted	
Paperwork Reduction Act Statement This information collection meets the requirements of 44 U.S.C. § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0066. We estimate that it will take .5 hours to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: U.S. General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.			
STANDARD FORM 1444 (REV. 10/2023) BACK			
Attachment B			47

DAVIS-BACON

ADDITIONAL CLASSIFICATIONS

PROCESS

**U.S. DEPARTMENT OF LABOR
PREVAILING WAGE RESOURCE BOOK**

DB CONFORMANCES

CONTRACT CLAUSE STIPULATED AT 29 C.F.R. § 5.5(a)(1)(ii)
(Reiterated in the FAR at 48 C.F.R. § 52.222-6)

**CONFORMANCE/ADDITIONAL CLASSIFICATION REQUEST
PROCESS – CONTRACTING AGENCY ROLE**

CONFORMANCE REQUEST CHECKLIST

**CRITERIA FOR APPROVAL OF ADDITIONAL
CLASSIFICATIONS AND WAGE RATES**

REFERENCED APPEALS BOARD CASES

APPRENTICES, TRAINEES, HELPERS, AND WELDERS

FOREMEN, TECHNICAL AND SUPERVISORY EMPLOYEES

**STANDARD FORM 1444 – “REQUEST FOR AUTHORIZATION OF
ADDITIONAL CLASSIFICATIONS AND RATES”**

**U.S. DEPARTMENT OF LABOR
PREVAILING WAGE RESOURCE BOOK**

DB CONFORMANCES

**THE DAVIS-BACON CONTRACT CLAUSE
STIPULATED AT 29 C.F.R. § 5.5(a)(1)(ii)**
(Reiterated in the FAR at 48 C.F.R. § 52.222-6)

- (A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report . . . shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, . . . Department of Labor, . . . [for approval, modification or disapproval with respect to each proposed classification and wage rate].
- (C) In the event the contractor, the laborers, or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for a determination.
- (D) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (1)(B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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DB CONFORMANCES

**CONFORMANCE/ADDITIONAL CLASSIFICATION
REQUEST PROCESS
CONTRACTING AGENCY ROLE**

Pre-Bid/Pre-Award

Look at the Wage Determination:

- ◇ Compare classifications on the wage determination with anticipated work to be performed to identify missing classes that may be needed.
- ◇ If virtually all the work is to be performed by a single missing classification, use Standard Form (SF) 308 to request an appropriate predetermined wage rate for incorporation in the bid specifications.

Tell contractors about the possible need to request additional classes and rates after award:

- ◇ Ensure that the Davis-Bacon clauses are in the solicitation, including the conformance criteria. (See 29 C.F.R. § 5.5(a) and FAR at 48 C.F.R. §§ 22.407 and 52.222-6(c).)
- ◇ During pre-bid/pre-award conferences discuss criteria to advise contractors concerning how requests for additional classifications are processed and proposed wage rates will be evaluated.
- ◇ Call the contracting agency's labor advisor or WHD for guidance where questions/disputes arise regarding proper application of Davis-Bacon wage determinations to specific upcoming projects.

After contract award

Identify Additional Classes that May Be Needed:

- ◇ Discuss the wage determination and conformance criteria in pre-construction conference.
- ◇ Review certified payrolls for classes not listed on the wage determination.
- ◇ Conduct on-site inspections/employee interviews and identify additional classes.

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- ◇ Consider subcontractor inquiries about missing classifications/rates.
- ◇ Consider complaints by employees/unions/competitors.

Work with the contractors and other affected parties to help develop the conformance request:

- ◇ Provide request form (SF-1444 or similar) to the contractor. Instructions on how to complete the form are pre-printed on the form. (The SF-1444 can be downloaded from the “Library” section on the WDOL website (<http://www.wdol.gov>) and it is in the FAR at 48 C.F.R. § 53.301-1444.) A copy is shown at the end of this chapter of the *DOL Prevailing Wage Resource Book*.
- ◇ Consider the views of affected parties:
 - ◇◇ Prime contractor
 - ◇◇ Subcontractor (if applicable)
 - ◇◇ Employee(s) (if known)
 - ◇◇ Union representative (if the employees are represented by a union)
- ◇ Review the contractor’s request for additional classes and rates in accordance with conformance criteria and ensure that all required information is furnished.
 - ◇◇ Work to be performed is not performed by a classification already listed on the applicable wage determination.
 - ◇◇ Rate bears a reasonable relationship to other rates in the wage determination. Please see AAM No. 213.
- ◇ Be sure that the criteria for the approval of additional classifications and wage rates have been followed.
- ◇ Determine whether affected parties are in agreement or have dispute(s).
 - ◇◇ Attempt to resolve disputes in accordance with conformance criteria, if possible.
 - ◇◇ Develop agency recommendation and documentation of disputes (if any).

**U.S. DEPARTMENT OF LABOR
PREVAILING WAGE RESOURCE BOOK****DB CONFORMANCES**Submit conformance request for DOL review and ruling:

- ◇ Include the following:
 - ◇◇ Completed SF-1444 (or similar form or letter).
 - ◇◇ Related documentation and agency recommendation.
 - ◇◇ Copy of contract wage determination(s). WHD policy requires the submission of the contract wage determination with the conformance request.
- ◇ Submit by e-mail only. Please scan the completed form and all supporting documents into a 'pdf' file and attach to the email. Include the Contracting Officer's name, address, telephone, and email address. Submit the email to: WHD-CBACONFORMANCE_INCOMING@dol.gov. An automated confirmation response will be generated upon receipt of your submission.
- ◇ For assistance with completing form SF 1444, with questions concerning the conformance process, or to check the status of a conformance request submitted, please contact the WHD Branch of Construction Wage Determinations (BCWD) wage analyst with responsibility for the state where your project is located. A list of analysts and their states can be found at the following website: <http://www.dol.gov/whd/govcontracts/stateassignments.htm>.
- ◇ The BCWD responds to most requests within 30 days.

Communicate with DOL after submitting conformance request, as appropriate:

- ◇ Lack of a DOL response within 30 days does not mean that the request has been approved. Contact the WHD BCWD either by mail, e-mail, or by phone (at a phone number listed at the WHD BCWD website noted above) if no response is received within 30 days. All conformances are processed, and responses issued to the contracting agency by email.
- ◇ Respond promptly to DOL requests for additional information that may be needed to process the request.

Communicate DOL determination to the contractor and other interested parties:

- ◇ The contracting agency is responsible to provide the conformance determination to the general/prime contractor. The contractor and its subcontractors shall post

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approved additional classifications and wage rates at the site of the work in a prominent and accessible place where they can be easily seen by the workers.

Advise the contractor and other interested parties of the reconsideration and appeal processes, as appropriate:

- ◇ WHD Administrator review and reconsideration of a BWCD conformance determination may be sought pursuant to 29 C.F.R. § 5.13. An interested party may appeal a final ruling of the Administrator pursuant to the provisions of 29 C.F.R. Part 7. Prior to sending a review and reconsideration to the WHD Administrator, interested parties have an option of appealing to the BCWD first.

Note: Disputes arising out of the labor standards provisions of DBA/DBRA covered contracts are not subject to the general disputes clause in any such contract. Such disputes, including disputes between the contractor (or any of its subcontractors) and the contracting agency, DOL, or the employees or their representatives must be resolved in accordance with DOL procedures set forth in 29 CFR parts 5, 6, and 7. 29 C.F.R. § 5.5(a)(9) (reiterated at FAR 48 C.F.R. § 52.222-14).

**U.S. DEPARTMENT OF LABOR
PREVAILING WAGE RESOURCE BOOK****DB CONFORMANCES****CONFORMANCE CHECKLIST FOR CONTRACTING AGENCIES**

Agency officials should provide the following information when requesting additional classifications and wage rates:

- ___1. The Contract Number, Project Number or HUD Identifying Number.
SF 1444: Block 5
- ___2. The bid opening date (if advertised).
SF 1444: Block 6
- ___3. The award date of the contract.
SF 1444: Block 7
- ___4. The date the contract work started (if started).
SF 1444: Block 8
- ___5. Prime/General contractor.
SF 1444: Block 3
- ___6. Subcontractor (if any).
SF 1444: Block 10
- ___7. The project location: [Entity], **county**, and state.
SF 1444: Block 12
- ___8. Brief description of project work.
SF 1444: Block 11
- ___9. Contract Wage Decision No(s).
SF 1444: Block 13
___ Modification No. (for each if multiple decisions).
___ Date of modification (for each if multiple decisions).
- ___10. Proposed classification(s); description of duties if other than a basic trade.
SF 1444: Block 13a
(Note: See separate instructions for apprentices, trainees, helpers, welders, foremen, technical workers and supervisory employees.)

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___ 11. Proposed rates:

___ ◇ basic hourly rate(s).
SF 1444: Block 13c

___ ◇ fringe benefits (if any).
SF 1444: Block 13c

___ 12. Documentation that the interested parties are in agreement or their views regarding any dispute. SF 1444: Blocks 14, 15, 16 for contractors, employees, and representatives, respectively.

___ ◇ Contractor(s) signatures
SF 1444: Blocks 14 and 15

___ ◇ Employees' or representative signature (if known when the request is submitted).
SF 1444: Block 16
(If the contractor is party to a collective bargaining agreement, the union representative may sign for the employees, or the collective bargaining agreement may be submitted.)

___ ◇ If there are parties in disagreement, documentation of their views should also be attached.

___ 13. Agency signature and recommendation.

___ ◇ Contracting officer/agency signature.

___ ◇ No action will be taken on the request if the agency does not sign and provide its agreement/disagreement regarding the request, or its position regarding a dispute between other parties.

___ 14. Agency contact person's name, address, and phone number (clearly legible please).

All proposed additional classification/conformance actions must be submitted to the WHD for review. The WHD may approve, modify, or disapprove any proposed additional classifications.

**U.S. DEPARTMENT OF LABOR
PREVAILING WAGE RESOURCE BOOK**

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**CRITERIA FOR APPROVAL OF
ADDITIONAL CLASSIFICATIONS AND WAGE RATES**

This section describes the detailed process for determining whether a request for an additional classification and wage rate can be approved. The criteria to be applied are:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

29 C.F.R. § 5.5(a)(1)(ii).

Following the criteria ensures that DOL processing of requests for approval of conformance actions can be expedited, and complications minimized in the event of reconsideration and appeal actions. Where this process is not followed by the contracting agency, delays can be anticipated in DOL processing of additional classification requests, and reconsideration and appeals of such cases may occur.

Note: See separate guidance below for helpers, apprentices, trainees, welders, working foremen, technical and supervisory employees.

Step 1: Is the requested classification already listed in the contract wage determination for the appropriate county and type of construction?

If so, the classification and rate listed in the wage determination apply.

Step 2: Can a classification in the contract wage determination – for the appropriate county and type of construction – perform the work?

Note: If multiple wage determinations are included in the contract, reference is to work performed by classification(s) already in the wage determination on the portion of the project for which the additional classification is requested.

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DB CONFORMANCES

Step 3: If yes, is the wage determination classification that may apply a union or non-union rate?

- (A) **If** the classification in the applicable wage determination lists a **union rate** (the identifier above the classification will indicate the union source of the rate), then **only** information from the union segment of the industry for the type of construction in the area is relevant in determining whether the requested classification should be denied and the classification listed on the wage determination used for the work.
- (B) **If** the classification in the applicable wage determination lists a **non-union** rate (indicated by a “SU . . .” identifier above the relevant classification listing), then a non-union rate for the classification has been determined to be prevailing for the given type of construction in the area, and **only** the practices of non-union contractors in the area may be used as a basis for determining whether the requested classification should be denied and the classification listed on the wage determination used for the work.
- (C) If more than one classification in the applicable wage determination may perform the work, determining whether one of those classifications should be used, and the requested classification denied, depends on an examination of each in accordance with steps 3(A) and 3(B).

Step 4: For each classification in question, is there evidence that the duties in question were performed by workers employed by contractors whose rate prevailed (union or non-union, as listed in the wage determination) on **similar construction** in the area during the year **prior to bid opening/award of this contract?** (See *Fry Brothers Corp.*, WAB Case No. 76-6, dated June 14, 1977, and *American Building Automation*, ARB Case No. 00-067, dated March 30, 2001 (and cases cited therein)). A brief synopsis of these cases is provided below. (See Reference Case Nos. 1 and 4).

For example:

- ◇ For a building construction project, if the contract wage determination contains a union rate for the classification that may perform the duties in question, is there evidence that union workers in that classification performed those duties on building construction in the area during the year prior to award of this contract?

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- ◇ On a highway construction project, if the contract wage determination contains a non-union rate for a classification that may perform the duties in question, is there evidence that non-union workers employed by non-union contractors in that classification performed the duties in question on highway construction project(s) in the area during the year prior to award of the contract?

Step 5: If there is such evidence, the request for the additional classification must be denied, as a classification already in the contract wage determination performs the work for which the additional classification was requested.

Example A - The wage determination classifications/rates are union:

- ◇ If a union rate is listed for a classification in the wage determination that may perform the duties in question, and if union worker(s) can be shown to have performed the duties in question in that classification on the same type of construction in the same area during the year prior to award of the contract in question, then in light of the first criterion for approval of an additional classification, the request for the additional classification must be denied.

NOTE:

A claim that the applicable union agreement applies to such work is normally **not** an adequate basis for denying the additional classification request when the work performed falls outside of what would generally be considered core craft work. **Specific information identifying project(s) on which the union workers in that classification performed such work, and identifying the contractor who employed them on such project(s),** typically is needed to establish that the work in question was performed by a classification in the contract wage determination.

Such data generally is needed to support denial of a proposed classification on the basis that work is performed in the area by the classification already listed in the applicable contract wage determination. When there is evidence that union contractors in the area have established a local area practice of employing the union workers in a prevailing classification already listed in the contract wage determination when they perform the work for which an additional classification is requested, their project-based evidence is the basis for denial of the requested classification. While it is

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important to have evidence that the union classification listed in the wage determination has been used to perform the duties in question; generally, it is not necessary to demonstrate anew that the wage determination classification and rate already listed in the contract wage determination is prevailing in the area for the work at issue in a request for approval of a different classification and rate for the work in question. *See American Building Automation*, ARB Case No. 00-067 (March 30, 2001). (A synopsis of the ARB decision in that case is provided below.)

If there is evidence that the duties for which an additional classification is proposed have been performed using the union classification in the wage determination, then the work in question must be classified in accordance with the union classification in the contract wage determination, and at least the rate specified there, including fringe benefits, shall be paid to all workers performing work in the classification under the contract from the first day on which work has been performed.

If there is no evidence that the duties in question were performed by the classification in the contract wage determination, move to step 6, below.

Example B - The wage determination classifications/rates are non-union:

- ◇ If a non-union rate is listed in the contract wage determination for a classification that may perform the duties in question and non-union workers in the classification can be shown to have performed those duties on the same type of construction in the same area prior to award of the contract, then the request for the additional classification must be denied.

Step 6: If the duties of the proposed classification are not performed by a classification on the wage determination, it must then be determined whether or not the proposed conformed rate requested **bears a reasonable relationship** to the wage rates already listed in the applicable contract wage determination schedule **for the given county and type of construction. Please see AAM No. 213 for detailed guidance.**

- (A) Proposed rates should be compared to those already listed for classifications within appropriate subgroups. Thus, proposed rates for skilled classifications should be compared to those listed for skilled classifications on the wage determination; proposed power equipment operators should be

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compared to power equipment operators; proposed laborers to laborers; and proposed truck drivers to truck drivers.

- (B) A determination of whether union or non-union sector rates prevail in the appropriate subgroup (skilled classifications, power equipment operators, laborers, or truck drivers) should be made.
- (C) After reviewing the entirety of the rates within the appropriate category and sector, a rate that bears a reasonable relationship to those rates in the wage determination must be determined.
- (D) A determination of whether any other considerations also apply should be made. For example, if the classification being conformed is a skilled classification and some of the wage rates for skilled classifications in the wage determination are lower than the rates for laborer classifications, then the contracting agency should generally consider only those existing skilled classification rates that are higher than the laborer rates to determine the proposed rate.

Please see relevant decisions in appeals board cases, below:

- (A) Skilled craft rates should bear a reasonable relationship to other skilled craft rates and conformance requests for skilled classifications should not be approved at wage rates below those already listed for other skilled crafts (excluding laborers, truck drivers, and power equipment operators) – (*See M Z. Contractors Co., Inc.*, WAB Case No. 92-06, dated August 25, 1992, and *Tower Construction*, WAB Case No 94-17, dated February 28, 1995; reference case no. 2, below.)
- (B) Rates for additional laborer, truck driver, and power equipment operator classes should normally be compared with other laborers, truck drivers, and power equipment operators, respectively. (*See Tower Construction*, WAB Case No 94-17, dated February 28, 1995; reference case no. 2, below.)
- (C) “If the contract wage determination includes rates for skilled craft(s) where almost all skilled crafts are higher than the laborers’ rate, but a few skilled classifications are below the laborers’ rate, it would be unreasonable to set a wage rate for the skilled conformed classification by simply setting the rate at the same level as the laborers’ rate. (See *M Z. Contractors Co., Inc.*, WAB Case No. 92-06, dated August 25, 1992).
- (D) Where most of the wage rates and fringe benefits in a wage determination for “skilled” crafts are substantially higher than the wages and fringe

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benefits applicable to one or two other “skilled” classifications in the wage determination, mechanical adoption of the wage rate and fringe benefits applicable to the lowest paid “skilled” classification, or the wage rate and fringe benefit for the “laborer” classification, whichever is higher, does not satisfy the requirement that “the proposed wage rate, including any fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.” See M Z. Contractors Co., Inc., WAB Case No. 92-06, dated August 25, 1992).

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REFERENCE CASE NO. 1

Fry Brothers Corp., WAB Case No. 76-6 (June 14, 1977)

Pursuant to the WAB decision in *Fry Brothers Corp.*, WAB Case No. 76-6, dated June 14, 1977, the proper classification for work performed on a particular Davis-Bacon covered project by laborers and mechanics is that classification used by contractors whose wage rates were found to be prevailing in the area and incorporated in the applicable wage determination. Accordingly, under the *Fry Brothers Corp.* decision, the classification practices utilized in the appropriate sector for such construction projects in the area in question must be used to determine the proper classification for work on this project.

Note: The above synopsis is provided for information purposes only. The full text of the decision can be obtained from the ARB and is available at:

<http://www.oalj.dol.gov/libdba.htm>

**U.S. DEPARTMENT OF LABOR
PREVAILING WAGE RESOURCE BOOK****DB CONFORMANCES****REFERENCE CASE NO. 2**

Tower Construction, WAB Case No 94-17 (February 28, 1995)

In this case, the WAB confirmed the Administrator's ruling concerning the appropriate rate to be approved when the missing classification is in a separate and distinct subgroup.

The Board stated as follows:

In administering the conformance process Wage and Hour further groups classifications within the broad category of power equipment operators and distinguishes them from other skilled classifications since the operators are a 'separate and distinct subgroup of construction worker classifications.' [citation omitted]. Thus, when conforming omitted power equipment operator rates, Wage and Hour only looks to listed equipment operator rates for determining a reasonable relationship. Conversely, omitted skilled classifications are not conformed at operator rates. The unique skills and duties of power equipment operators are sufficiently distinguishable from the skills of mechanics in skilled construction trades, such that the Administrator's rejection of the equipment operator rates was well within the discretion granted her under the regulation.

The Board further noted that the contract wage determination in this case also listed a truck driver classification and noted that truck driver skills are more akin to those of operators, that the truck driver rate was below that listed for an unskilled laborer, and that the Administrator also excluded that truck driver rate from consideration in determining the appropriate conformed rate for the skilled crafts in question. The Board concluded that:

where a rate within the clearly distinct equipment operator group is the 'floor' for a wage determination, it is reasonable to exclude those rates from consideration and conform missing skilled classifications to the next higher level for a skilled trade.

In this case, the Board also reiterated important positions it had stated in prior rulings, to the effect that:

a party seeking conformed classifications and rates 'may not rely on a wage determination granted to another party regardless of the similarity of the work in question.' *Inland Waters Pollution Control, Inc.*, WAB Case No. 94-12 (Sept. 30, 1994) slip op. at pp. 7-8."

and further that:

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a contractor could not prospectively rely on Wage and Hour's prior approval of conformed classifications and rates for application to a contract performed at the same location. *E&M Sales, Inc.*, WAB Case No. 91-17 (Oct. 4, 1991).

Note: The above synopsis is provided for information purposes only. The full text of the decision can be obtained from the ARB and is available at:

<http://www.oalj.dol.gov/libdba.htm>

**U.S. DEPARTMENT OF LABOR
PREVAILING WAGE RESOURCE BOOK****DB CONFORMANCES****REFERENCE CASE NO. 3**

M.Z. Contractors Co., Inc., WAB Case No. 92-06 (August 25, 1992)

The WAB remanded this matter to the WHD for further proceedings after the Acting Administrator had approved the addition (conformance) of an “insulator” classification, for pipe insulation work, at a wage rate equal to the rate listed on the wage determination for “laborers.” The WHD approval was in accordance with the former policy of approving conformance of a proposed rate for a skilled classification of worker so long as the proposed rate was equal to or exceeded the lowest rate for a skilled classification already contained in the contract wage determination. (The painters’ rate in the wage determination was lower than the laborers’ rate). The Board rejected this former WHD policy in its application to the present case because almost all the skilled classifications in the contract wage determination had wage rates substantially higher than the laborers’ rate. The Board ruled it was appropriate for the WHD to select the particular method to determine what conformed rate would meet the third regulatory requirement of bearing a reasonable relationship to the wage rates contained in the wage determination.

Note: The above synopsis is provided for information purposes only. The full text of the decision can be obtained from the ARB and is available at:

<http://www.oalj.dol.gov/libdba.htm>

**U.S. DEPARTMENT OF LABOR
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American Building Automation, ARB Case No. 00-067 (March 30, 2001)

In this case, the ARB concluded that the WHD Administrator properly denied a request for the addition of a “Building Automation and Controls Technician” (BACT) classification. The Administrator determined that the work of the proposed BACT classification was performed by another classification already found within the wage determination, and the ARB affirmed the Administrator’s denial of the conformance request.

The subcontractor who requested the BACT classification asserted that the work involved did not fall squarely within any single trade classification in the wage determination and that such workers had to be knowledgeable in all of the traditional trades, including electrical, mechanical, telecommunications and networks. The Davis-Bacon wage determination in the contract in question included a union wage rate for the plumber classification. Believing that the work to be performed by the proposed BACT classification might fall within the work performed by employees classified as plumbers, the WHD inquired into trade jurisdiction practices under the collective bargaining agreement negotiated by the Plumbers’ local union. The union provided a copy of its collective bargaining agreement and documentation of several construction projects where this work had been performed by workers classified and paid as plumbers. Based on this data, the Administrator determined that the first criterion for establishing a new classification under the conformance process was not satisfied.

In its decision affirming the Administrator’s determination, the ARB noted that “[a] conformance request does not call for a *de novo* evaluation of prevailing local practices or wage rates, questions that might appropriately be raised in a pre-award request for review and reconsideration of a wage determination under 29 C.F.R. § 1.8” and that:

[I]t is well-established that in a conformance situation the Division is not required to determine that a classification in the wage determination actually is the prevailing craft for the tasks in question, only that there is evidence to establish that the classification actually performs the disputed tasks in the locality. [citations to prior ARB and WAB decisions omitted]

Note: The above synopsis is provided for information purposes only. The full text of the decision can be obtained from the ARB and is available at:

<http://www.oalj.dol.gov/libdba.htm>

**U.S. DEPARTMENT OF LABOR
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Swanson's Glass, WAB Case No. 89-20 (April 29, 1991)

In this case, the WAB affirmed the WHD Administrator's denial of a request for the addition of a glazier classification on the ground that the contractor's proposed rate did not bear a reasonable relationship to the rates on the wage determination. The proposed wage rate was less than the lowest wage rate paid skilled classifications on the applicable wage determination, and also less than the hourly rate in the wage determination for laborers.

The WAB further characterized the petitioner's argument that the proposed glazier wage rate was "in reasonable conformity with the prevailing wage rate for glaziers for this locality" as essentially challenging the applicable wage determination, and emphasized that "the Board has consistently ruled that in order for a challenge to a wage determination to be timely, the challenge must be made prior to contract award (or the start of construction if there is no contract award)."

The contractor's contention that the contracting officer approved its proposed rate was also rejected. The WAB noted that the conformance regulations do not give the contracting officer final approval, and even if the contracting agency had described its actions as authoritative approval, erroneous contracting agency advice does not bar the DOL from requiring payment of the appropriate rate.

The Board also stated the WHD's failure to deny the requested classification within the 30-day timeframe contemplated by the regulations is not determinative, since this regulation is not jurisdictional. The conformance regulations do not provide that any failure by the Administrator to act within 30 days constitutes approval or acquiescence in the proposed classification or wage rate, and the absence of a response from the Administrator in the 30-day time period referenced in Section 5.5(a)(1)(ii)(B) therefore does not provide a basis to presume the requested classification and wage rate have been approved.

Note: The above synopsis is provided for information purposes only. The full text of the decision can be obtained from the ARB and is available at:

<http://www.oalj.dol.gov/libdba.htm>

**U.S. DEPARTMENT OF LABOR
PREVAILING WAGE RESOURCE BOOK****DB CONFORMANCES****APPRENTICES, TRAINEES, HELPERS, AND WELDERS****Apprentices and Trainees**

- ◇ Additional classifications and wage rates are not needed for bona fide apprentices and trainees working on Davis-Bacon covered contracts. Rates for apprentices and trainees are not listed on Davis-Bacon wage determinations. Apprentices or trainees are permitted to work at less than the wage rates listed in the contract wage determination for the work they perform only if they meet the requirements of 29 C.F.R. Part 5, section 5.5(a)(4), such as being registered or certified in an appropriate apprenticeship or training program. (See FAR at 48 C.F.R. § 22.401 Definitions, “Laborers or mechanics,” paragraphs (1) and (2), and 48 C.F.R. § 52.222-6.)

Helpers

- ◇ Generally, conformance requests for helpers will not be approved unless the duties performed are clearly defined and distinct from those of any other classification on the wage determination, the use of such helpers is an established prevailing practice in the area, and the helper is not employed as a trainee in an informal training program. The conformance process cannot be used to add a “helper” classification where any work to be performed by the helper is performed by a classification in the wage determination. 29 C.F.R. §§ 5.2(n)(4) and 5.5(a)(1)(ii)(A).

Welders

- ◇ Additional classifications are not generally needed for welders. Welding is commonly considered incidental to the work of employees for whom classifications are issued. Thus, it is appropriate for welders to be classified in the same classification as the employees who are performing the duties to which the welding work is incidental (for example, ironworkers, plumbers, sheet metal workers, etc.). However, welders may sometimes represent a separate sub-classification and in those cases, may be conformed.

**U.S. DEPARTMENT OF LABOR
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An individual employed in a bona fide executive, administrative or professional capacity, as defined in Regulations, 29 C.F.R. Part 541, is not a “laborer” or “mechanic” as these terms are defined under the Davis-Bacon Act.

- ◇ However, if a supervisory employee who is not exempt from coverage under that regulation spends more than an incidental amount of work as a laborer or mechanic, the hours spent in these activities would be subject to the Davis-Bacon labor standards.
- ◇ For example, if a working foreman spends more than 20 percent of the time during a workweek performing laborer or mechanic duties at the job site, the hours spent in these activities should be paid at least the hourly rate specified in the contract wage determination for the appropriate laborer or mechanic classification(s).

29 C.F.R. § 5.2(m).

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DB CONFORMANCES

STANDARD FORM 1444

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND RATE

CHECK APPROPRIATE BOX
☐ SERVICE CONTRACT
☐ CONSTRUCTION CONTRACT

OMB Number: 9000-0089
 Expiration Date: 7/31/2014

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVF), Office of Acquisition Policy, GSA, Washington, DC 20405; and to the Office of Management and Budget, Paperwork Reduction Project (9000-0089), Washington, DC 20503.

INSTRUCTIONS: THE CONTRACTOR SHALL COMPLETE ITEMS 3 THROUGH 16, KEEP A PENDING COPY, AND SUBMIT THE REQUEST, IN QUADRUPPLICATE, TO THE CONTRACTING OFFICER.

1. TO: ADMINISTRATOR, Employment Standards Administration WAGE AND HOUR DIVISION U.S. DEPARTMENT OF LABOR WASHINGTON, D.C. 20210		2. FROM: (REPORTING OFFICE)		
3. CONTRACTOR				4. DATE OF REQUEST
5. CONTRACT NUMBER	6. DATE BID OPENED (SEALED BIDDING)	7. DATE OF AWARD	8. DATE CONTRACT WORK STARTED	9. DATE OPTION EXERCISED (IF APPLICABLE) (SCA ONLY)
10. SUBCONTRACTOR (IF ANY)				
11. PROJECT AND DESCRIPTION OF WORK (ATTACH ADDITIONAL SHEET IF NEEDED)				
12. LOCATION (CITY, COUNTY AND STATE)				
13. IN ORDER TO COMPLETE THE WORK PROVIDED FOR UNDER THE ABOVE CONTRACT, IT IS NECESSARY TO ESTABLISH THE FOLLOWING RATE(S) FOR THE INDICATED CLASSIFICATION(S) NOT INCLUDED IN THE DEPARTMENT OF LABOR DETERMINATION				

NUMBER:		DATED:	
a. LIST IN ORDER: PROPOSED CLASSIFICATION TITLE(S), JOB DESCRIPTION(S), DUTIES, AND RATIONALE FOR PROPOSED CLASSIFICATIONS (SCA ONLY) (Use reverse or attach additional sheets, if necessary)		b. WAGE RATE(S)	c. FRINGE BENEFITS PAYMENTS
14. SIGNATURE AND TITLE OF SUBCONTRACTOR REPRESENTATIVE (IF ANY) 		15. SIGNATURE AND TITLE OF PRIME CONTRACTOR REPRESENTATIVE 	
16. SIGNATURE OF EMPLOYEE OR REPRESENTATIVE 	TITLE	CHECK APPROPRIATE BOX-REFERENCING BLOCK 13. ☐ AGREE ☐ DISAGREE	

TO BE COMPLETED BY CONTRACTING OFFICER (CHECK AS APPROPRIATE - SEE FAR 22.1019 (SCA) OR FAR 22.408-3 (DBA))

- ☐ THE INTERESTED PARTIES AGREE AND THE CONTRACTING OFFICER RECOMMENDS APPROVAL BY THE WAGE AND HOUR DIVISION. AVAILABLE INFORMATION AND RECOMMENDATIONS ARE ATTACHED.
- ☐ THE INTERESTED PARTIES CANNOT AGREE ON THE PROPOSED CLASSIFICATION AND WAGE RATE. A DETERMINATION OF THE QUESTION BY THE WAGE AND HOUR DIVISION IS THEREFORE REQUESTED. AVAILABLE INFORMATION AND RECOMMENDATIONS ARE ATTACHED.

(Send copies 1, 2, and 3 to Department of Labor)

SIGNATURE OF CONTRACTING OFFICER OR REPRESENTATIVE 	TITLE AND COMMERCIAL TELEPHONE NO.	DATE SUBMITTED
---	------------------------------------	----------------

PREVIOUS EDITION IS USABLE

STANDARD FORM 1444 (REV. 12-2001)
 Prescribed by GSA-FAR (48 CFR) 53.222(f)

Attachment C

Employee/Employer

Wage-Scale Agreement

To

Labor Standards Policies

and Procedures

Employee/Employer Wage-Scale Agreement

Section F, Item3.

[Entity] _____

CDBG Contract Number: _____

Construction Contract Execution Date: _____

Wage Decision Number: _____

Project Description:

Whereas, the [Entity] has been unable to obtain a specific wage rate from the Department of Labor (DOL)/Florida Department of Commerce (FloridaCommerce), in the wage decision for this project for the classification of [Type in the classification], and because it also appears that there are no readily available similar positions that could be reclassified under the initial wage decision, and whereas 29 CFR Part 5.5(a)(1)(ii) allows the rate for a classification under these circumstances to be set by mutual agreement among the employee(s), the employer, and the jurisdiction, subject to approval by HUD/DOL;

Therefore, by mutual consent, the parties and persons signed below agree to an hourly rate of \$____ and fringe benefit rate of \$____ (benefits may be included in hourly rate), for the above classification, while acknowledging full compliance with all other federal labor standards requirements.

Employee Signature

Employer Signature
(If a corporation, an officer must sign.)

Date

Date

List the name and mailing address of the [Entity]'s representative to whom the DOL approval of the wage-scale agreement should be mailed in the form fields below.

[Entity]

Attention:

Address Line 1

Address Line 2

Request submitted by: _____ Date: _____

Note: Use one form for each affected employee. Use the Tab key to move between fields to complete the form. Sign and date by hand.

Attachment D

**Employee Certification of
Payment of Restitution
and/or Liquidated
Damaged**

To

**Labor Standards Policies and
Procedures**

Date

[Entity]
Attention
Address
Email

RE: Wage Restitution for *Employee Name*

[Entity] - CDBG Project Number
Description of Project

Dear XXXXXX:

Please accept the this letter as my confirmation that I have received check number *xxxxx* (copy of cleared check attached) in the amount of \$*xxx.xx* from my employer, *name of the contractor or subcontractor*. This payment covers the restitution for wages owed to me for my work at the above referenced project on the week(s) ending *xx/xx/xxxx*.

Sincerely,

Name of the Employee Receiving Restitution
Employee's Address
Employee's [Entity], State and Zip Code
Employee's last four numbers of social security number

Attachment D

Attachment E

Wage Restitution

And

Liquidated Damages

Form

To

Labor Standards Policies and

Procedures

Subrecipient Name - Wage Restitution Enforcement

Section F, Item3.

TO: FloridaCommerce CDBG Program

FROM: _____

DATE: _____

Recipient: _____ Contract Number: _____

Contractor's Name: _____ ☐ Prime ☐ Subcontractor

Wage Decision Number(s): _____

Wage restitution in the total amount of \$ _____ has been paid to _____ employees of the above contractor. A schedule reflecting the computation of wages due, including overtime, is attached. The following information is being provided to the Department:

1. The need for wage restitution was discovered through: _____ _____ _____	
2. Types of violations:	☐ Did not pay the minimum for the classification. ☐ Used the incorrect classification. ☐ Did not pay overtime premium. ☐ Other
3. Were any of the violations willful? (If yes , attach supporting information.)	☐ Yes ☐ No
4. Are administrative sanctions recommended? (If yes , attach supporting information.)	☐ Yes ☐ No
5. If the contractor failed to pay the overtime premium, what is the total liquidated damages assessed (\$27.00/day/employee):	\$ _____
6. Are you recommending waiver of liquidated damages? (If yes , explain why below. If a waiver is recommended, the collection of liquidated damages can be delayed until a decision is made.)	☐ Yes ☐ No
_____ _____ _____	

Signature _____

Date _____

(A report is required for any contractor accumulating \$50 or more of wage underpayments throughout the life of the project. The CDBG Program must report wage restitution data to the U.S. Department of Housing and Urban Development twice each year. If a contractor owes restitution of \$1,000 or more, a copy of this report is sent to the U.S. Department of Labor in compliance with 29CFR5.7(2), which states, "Where underpayments by a contractor or subcontractor total \$1,000 or more, or where there is reason to believe that the violations are aggravated or willful (or, in the case of the Davis-Bacon Act, that the contractor has disregarded its obligations to employees and subcontractors), the Federal agency shall furnish within 60 days after completion of its investigation, a detailed enforcement report to the Administrator.")

Instructions for Completing the Wage Restitution Enforcement Report Form

This form is created as a Word form. You can complete it on a computer, using the “Tab” key to move between form fields to complete the report. You can also print out the form and complete it by hand.

Complete one report for each contractor that has to make wage restitution of \$50 or more.

Enter the name and title of the person making the report and the date of the report.

Next, enter the Recipient government’s name and the contract number of the subgrant agreement.

Enter the contractor’s name and check whether the contractor was the prime contractor or a subcontractor.

Enter the wage decision(s) involved in the restitution, the total amount of restitution paid, and the number of employees receiving restitution.

- Question 1. Explain how the need for restitution was discovered.
- Question 2. Check the type of violation that occurred. If you check “Other,” explain on the line provided.
- Question 3. Check whether the contractor willfully paid wages that were lower than the applicable wage decision. If you have information that the contractor knowingly underpaid employees and checked “yes,” attach documentation with the report form.
- Question 4. If you are recommending sanctions for the contractor, check “yes” and supply documentation to support the recommendation.
- Question 5. If the contractor failed to pay the required overtime premium, calculate the liquidated damages at \$10 per day per employee.
- Question 6. If you recommend that the contractor have the liquidated damages waived, check “yes” and explain in the box provided.

Sign and hand date the form at the bottom.

Attachment F

Record of Employee

Interviews

To

Labor Standards Policies and

Procedures

Record of Employee Interview Instructions

U.S. Department of Housing
and Urban Development
Office of Davis-Bacon and Labor Standards

OMB Approval No. 3045-0046
(exp. 12/31/2018)

Section F, Item 3.

Instructions

General:

This form is to be used by HUD and local agency staff for recording information gathered during on-site interviews with laborers and mechanics employed on projects subject to Federal prevailing wage requirements. Typically, the staff that will conduct on-site interviews and use this form are HUD staff and fee construction inspectors, HUD Labor Standards staff, and local agency labor standards contract monitors.

Information recorded on the form HUD-11 is evaluated for general compliance and compared to certified payroll reports submitted by the respective employer. The comparison tests the veracity of the payroll reports and may be critical to the successful conclusion of enforcement actions in the event of labor standards violations. The thoroughness and accuracy of the information gathered during interviews is crucial.

Note that the interview itself and the information collected on the form HUD-11 are considered confidential. Interviews should be conducted individually and privately. All laborers and mechanics employed on the job site must be made available for interview at the interviewer's request. The employee's participation, however, is voluntary. Interviews shall be conducted in a manner and place that are conducive to the purposes of the interview and that cause the least inconvenience to the employer(s) and the employee(s).

Completing the form HUD-11:

Items 1a - 1c: Self-explanatory

Items 2a - 2d: Enter the employee's full name, a telephone number where the employee can be reached, and the employee's home address. Many construction workers use a temporary address in the locality of the project and have a more permanent address elsewhere from which mail may be forwarded to them. Obtain a more permanent address, if available. Ask the employee for a form of identification (e.g., driver's license) to verify their name.

Items 3a - 4c: Enter the employee's responses. Ask the employee whether they have a pay stub with them; if so, determine whether the pay stub is consistent with the information provided by the employee.

Items 5 - 7: Be certain that the employee's responses are specific. For example, job classification (#5) must identify the trade involved (e.g., Carpenter, Electrician, Plumber) - responses such as "journeyman" or "mechanic" are not helpful for our purposes.

Items 8 - 12b: Self-explanatory

Items 13 - 15c: These items represent some of the most important information that can be gathered while conducting on-site interviews. Please be specific about the duties you observed the employee performing. It may be easiest to make these observations before initiating the interview. Please record any comments or remarks that may be helpful. For example, if the employee interviewed was working with a crew, how many workers were in the crew? Was the employee evasive?

The level of specificity that is warranted is directly related to the extent to which interview(s) or other observations indicate that there may be violations present. If interviews indicate that there may be underpayments involving a particular trade(s), the interviewer is encouraged to interview as many workers in that trade(s) that are available.

Items 16 - 17b: The information on the form HUD-11 may be reviewed for general compliance, initially. For example, are the job classification and wage rate stated by the employee compatible with the classifications and wage rates on the applicable wage decision? Are the duties observed by the interviewer consistent with the job classification?

Item 18: Please place here any additional information you may want to document or continuing information from other lines that do not fit in their block space.

Once the corresponding certified payroll reports are received, the information on the HUD-11 shall be compared to the payroll reports. Any discrepancies noted between the HUD-11 information and that on the payroll report shall be noted in Item 16, Remarks. If discrepancies are noted, follow-up actions to resolve the discrepancies must be taken.

Record of Employee Interview

U.S. Department of Housing and Urban Development Office of Davis-Bacon and Labor Standards

OMB Ap

Section F, Item 3.

(exp. 12/31/2024)

The public reporting burden estimate for this collection of information is 15 minutes per response on average. This includes reviewing instructions, searching existing data sources, gathering, and maintaining the data, and completing the collection of information. This information may not be collected, nor are you required to provide, the information requested unless it displays a currently valid OMB control number. The information collected ensures compliance with the Federal labor standards through recording interviews with construction workers. The information collected assists HUD in compliance monitoring of Federal labor standards. Any information collected is covered by the Privacy Act of 1974 and by 29 CFR 5.6(a)(5). Individuals and agencies collecting this information must maintain these records in a manner that protects the individuals on whom the information is maintained. The information collected herein is voluntary, and any information provided shall be kept confidential, but failure to provide the information collected may delay enforcement of any possible Federal labor standards violations if the information would have identified any. Comments concerning this burden statement, or this collection should be sent to: National Director, Office of Davis-Bacon and Labor Standards, 451 7th Street SW, Room 7108, Washington, DC 20410. When providing comments, please refer to OMB Approval 2501-0009

Pursuant to 5 U.S.C. § 552a(e)(3), this Privacy Act Statement serves to inform you of the following concerning the collection of the information on this form.

A. AUTHORITY: Collection of the information solicited on this form is authorized by the Davis-Bacon Act as promulgated through Department of Labor Regulations under 29 CFR Part 5.

B. PURPOSE: The primary purpose for soliciting this information is to determine if the wages paid by an employer on a project covered by the Davis-Bacon Act are in compliance with federal labor standards.

C. ROUTINE USES: The information collected ensures compliance with the Federal labor standards through recording interviews with construction workers on topics related to wages paid on the project. The information is reviewed by HUD authorized personnel to ensure compliance with Federal labor standards under the Davis-Bacon Act on covered projects. If violations are found, the information collected is used to conduct enforcement actions to ensure restitution is paid to workers of covered projects are paid proper wages under the Davis-Bacon Act.

D. CONSEQUENCES OF FAILURE TO PROVIDE INFORMATION: The information collection is voluntary. Refusing to give information will not impact your status with your employer or the government. Failure to provide the information will limit the ability of HUD to determine if you were paid proper wages under the Davis-Bacon Act and will limit the ability for HUD to seek restitution for you in the event a violation is found.

1a. Project Name			2a. Employee Name		
1b. Project Number			2b. Employee Phone Number (including area code)		
1c. Contractor or Subcontractor (Employer)			2c. Employee Home Address & Zip Code		
			2d. Verification of identification? Yes No		
3a. How long on this job?	3b. Last date on this job before today?	3c. No. of hours last day on this job?	4a. Hourly rate of pay?	4b. Fringe Benefits? Vacation Yes No Medical Yes No Pension Yes No	4c. Pay stub? Yes No
5. Your job classification(s) (list all) --- continue in block 18 if necessary					
6. Your duties --- continue in block 18 if necessary					
7. Tools or equipment used --- continue in block 18 if necessary					
8. Are you an apprentice or trainee? Yes No		10. Are you paid at least time and ½ for all hours worked in excess of 40 in a week? Yes No			
9. Are you paid for all hours worked? Yes No		11. Have you ever been threatened or coerced into giving up any part of your pay? Yes No			
12a. Employee Signature			12b. Date		
13. Duties observed by the Interviewer (Please be specific.)					
14. Remarks --- continue in block 18 if necessary					
15a. Interviewer Name (Please Print)		15b. Signature of Interviewer		15c. Date of Interview	
Payroll Examination					
16. Remarks --- continue in block 18 if necessary					
17a. Signature of Payroll Examiner				17b. Date	

**Record of Employee
Interview**

U.S. Department of Housing and Urban Development
Office of Davis-Bacon and Labor Standards

OMB Ap

Section F, Item3.

9

(exp. 12/31/2024)

18. Additional Remarks

CONFIDENTIAL

Attachment G
Worker Rights - WH-1321
Poster
to
Labor Standards Policies and
Procedures

WORKER RIGHTS

UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS WORKING ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

The law requires employers to display this poster where employees can readily see it.

**PREVAILING
WAGES**

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

RETALIATION

The law prohibits discharging or otherwise retaliating against workers for filing a complaint, cooperating in an investigation, or testifying in a proceeding under the Davis-Bacon and Related Acts.

PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor’s Wage and Hour Division.



WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

1-866-487-9243
TTY: 1-877-889-5627
www.dol.gov/whd



Labor Standards
Non-Compliance Tracking
Sheet
To
Labor Standards Policies and
Procedures

PROJECT NAME:
CDBG CONTRACT NUMBER:
CDBG CONTRACT START AND END DATES:

Sub-Contractor 1 - *Name*
Sub-Contractor 2 - *Name*
Sub-Contractor 3 - *Name*
Sub-Contractor 4 - *Name*
Sub-Contractor 5 - *Name*
Sub-Contractor 5 - *Name*

PRIME CONTRACTOR		Incorrect Classification	Underpayment of Hourly Rate	Improper Overtime	Amount (\$\$\$) of Restitution Owed	Calculated (\$\$\$) Liquidated Damages	Liquidated Damages Imposed/Waived	Restitution Paid Date	Enforcement Report Submitted	DOL/FLCOM Response	Incident Closed
Incident	1										
Incident	2										
Incident	3										
Incident	4										
Incident	5										
Incident	6										

SUB-CONTRACTOR-1		Incorrect Classification	Underpayment of Hourly Rate	Improper Overtime	Amount (\$\$\$) of Restitution Owed	Calculated (\$\$\$) Liquidated Damages	Liquidated Damages Imposed/Waived	Restitution Paid Date	Enforcement Report Submitted	DOL/FLCOM Response	Incident Closed
Incident	1										
Incident	2										
Incident	3										

SUB-CONTRACTOR-2		Incorrect Classification	Underpayment of Hourly Rate	Improper Overtime	Amount (\$\$\$) of Restitution Owed	Calculated (\$\$\$) Liquidated Damages	Liquidated Damages Imposed/Waived	Restitution Paid Date	Enforcement Report Submitted	DOL/FLCOM Response	Incident Closed
Incident	1										
Incident	2										
Incident	3										

SUB-CONTRACTOR-3		Incorrect Classification	Underpayment of Hourly Rate	Improper Overtime	Amount (\$\$\$) of Restitution Owed	Calculated (\$\$\$) Liquidated Damages	Liquidated Damages Imposed/Waived	Restitution Paid Date	Enforcement Report Submitted	DOL/FLCOM Response	Incident Closed
Incident	1										
Incident	2										
Incident	3										

SUB-CONTRACTOR-4		Incorrect Classification	Underpayment of Hourly Rate	Improper Overtime	Amount (\$\$\$) of Restitution Owed	Calculated (\$\$\$) Liquidated Damages	Liquidated Damages Imposed/Waived	Restitution Paid Date	Enforcement Report Submitted	DOL/FLCOM Response	Incident Closed
Incident	1										
Incident	2										
Incident	3										

SUB-CONTRACTOR-5		Incorrect Classification	Underpayment of Hourly Rate	Improper Overtime	Amount (\$\$\$) of Restitution Owed	Calculated (\$\$\$) Liquidated Damages	Liquidated Damages Imposed/Waived	Restitution Paid Date	Enforcement Report Submitted	DOL/FLCOM Response	Incident Closed
Incident	1										
Incident	2										
Incident	3										

SUB-CONTRACTOR-6		Incorrect Classification	Underpayment of Hourly Rate	Improper Overtime	Amount (\$\$\$) of Restitution Owed	Calculated (\$\$\$) Liquidated Damages	Liquidated Damages Imposed/Waived	Restitution Paid Date	Enforcement Report Submitted	DOL/FLCOM Response	Incident Closed
Incident	1										
Incident	2										
Incident	3										

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Professional Grant Administration Services Continuing Contract Extensions – David H. Melvin, Inc.

MEETING DATE	PREPARED BY
Tuesday, June 9, 2026	Patrice Tanner, City Administrator

SUMMARY

City Council approved the Professional Grant Administration Services Continuing Contract with David H. Melvin, Inc. on June 14, 2022. The contract provided was for an initial term of three (3) years with the option to renew for two additional one-year terms. The City Council approved two extensions through June 14, 2027, however, the period of service was not identified in the agreement extensions. David H. Melvin, Inc. has prepared an updated extension to include the period of services dates.

RECOMMENDATION

City staff recommend approval of the Professional Grant Administration Services Continuing Contract Extensions with David H. Melvin, Inc.

- ATTACHMENTS
- 1. Contract Extensions
 - 2. Original Continuing Services Contract

**AMENDMENT OF
CONTRACT FOR PROFESSIONAL GRANT WRITING AND PROGRAM
IMPLEMENTATION SERVICES**

HERETOFORE on June 14, 2022, the CITY OF CHIPLEY (City) and DAVID H. MELVIN, INC., (Consultant) entered into a contract for professional grant writing and program implementation services. Said contract provided for an initial term of three (3) years with option to renew for two additional one-year terms at the sole discretion of the City; and

WHEREAS, the initial term of said contract expired on June 14, 2025 and the City voted to extend for one year. The one-year renewal will expire on June 14, 2026 and the City has renewed for the final one-year term through June 14, 2027 and hereby stipulates that the initial agreement and the extensions thereof authorize for services to be provided continuously with no lapse in service periods; and

WHEREAS, the original contract between the parties provided a basis for payment in Section A.1.2 which the parties wish to change to a percent of contract invoicing methodology in accordance with the City’s grant agreement(s) and shall extend to any and all extensions of the original contract;

NOW THEREFORE, the CITY OF CHIPLEY and DAVID H. MELVIN, INC. do hereby agree as follows:

- (1) The parties stipulate that the original contract and the extensions thereof shall be binding retroactively to the date of the expiration of the initial contract (March 8, 2025) through the ending date of said extension(s).
- (2) The parties hereby revise the basis of payment to be used under said contract and any extensions thereof, to the percentage of contract award invoicing methodology.
- (3) The original contract and any subsequent extensions shall remain unchanged in all other aspects.

DATED this _____ day of _____, 2026.

DAVID H. MELVIN, INC., Consultant

By: _____

Name/Title: _____

CITY OF CHIPLEY

By: _____

Name/Title: _____

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Professional Engineering Services Continuing Contract Extensions – David H. Melvin, Inc.

MEETING DATE

Tuesday, June 9, 2026

PREPARED BY

Patrice Tanner, City Administrator

SUMMARY

City Council approved the Professional Engineering Services Continuing Contract with David H. Melvin, Inc. on March 8, 2022. The contract provided for an initial term of three (3) years with option to renew for two additional one-year terms. The City Council approved two extensions through June 14, 2027, however, the period of service was not identified in the agreement extensions. David H. Melvin, Inc. has prepared an updated extension to include the period of services dates.

RECOMMENDATION

City staff recommend approval of the Professional Engineering Services Continuing Contract Extension with David H. Melvin, Inc.

ATTACHMENTS

1. Contract Extensions
2. Original Continuing Services Contract

AMENDMENT OF
CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

HERETOFORE on March 8, 2022, the CITY OF CHIPLEY (City) and DAVID H. MELVIN, INC., (Consultant) entered into a contract for professional consulting services. Said contract provided for an initial term of three (3) years with option to renew for two additional one-year terms at the sole discretion of the City; and

WHEREAS, the initial term of said contract expired on March 8, 2025. The City of Chipley, voted to extend said contract and exercise its option to renew the contract for an additional one-year term on September 9, 2025 and again on March 10, 2026, and hereby stipulates that said extension(s) shall be effective from March 8, 2025 through the expiration of said extension(s) as well as any subsequent extension of said original contract with no lapse in the contract period; and

WHEREAS, the original contract and any extensions thereof between the parties provided a basis for payment in Section A.1.2 which the parties wish to change to a percent of contract invoicing methodology in accordance with the City’s grant agreement(s);

NOW THEREFORE, the CITY OF CHIPLEY and DAVID H. MELVIN, INC. do hereby agree as follows:

- (1) The parties stipulate that the extension of contract authorized by the City on September 9, 2025, shall be binding retroactively to the date of the expiration of the initial contract (March 8, 2025) through the ending date of said extension or any subsequent extensions with no lapse in contract period.
- (2) The parties hereby revise the basis of payment to be used under said contract as well as any extensions thereof to the percentage of contract award invoicing methodology.
- (3) The original contract and any subsequent extensions shall remain unchanged in all other aspects.

DATED this ____ day of _____, 2026.

DAVID H. MELVIN, INC., Consultant

By: _____

Name/Title: _____

CITY OF CHIPLEY

By: _____

Name/Title: _____

NCITY OF CHIPLEY

STAFF REPORT

SUBJECT: Bid No. 2026-01 – Shivers Park Pickleball

MEETING DATE	PREPARED BY
Tuesday, June 9, 2026	Patrice Tanner, City Administrator

SUMMARY

Bid No. 2026-01 Shivers Park Pickleball bids were received on March 12, 2026. Four (4) bids were received. The lowest bid was Break-N-Ground at an amount of \$129,869.00. We were able to negotiate with Break-N-Ground and lower the cost of the bid to \$116,569.00 along with the city using in-house labor and supplies to complete the balance of the project elements that were removed from the bid as noted on the negotiated bid. We will need to use approximately \$6,069.00 of park funds to offset the grant amount of \$110,500.00 allocated for the project.

RECOMMENDATION

City staff recommends approval of Bid No. 2026-01 to Break-N-Ground in the negotiated amount of \$116,569.00.

- ATTACHMENTS**
- 1. Bid No. 2026-01 - Bid Tab
 - 2. Bid No. 2026-01 – Break-N-Ground
 - 3. Bid No. 2026-01 – Break-N-Ground (Negotiated Bid)

City of Chipley
Advertisement for Bids
Bid No. 2026-01
"City of Chipley - Shivers Park Pickelball"

Bid Closing: March 12, 2026 @ 2:00 p.m. Bid Opening: March 12, 2026 @ 2:30 p.m.

Company	Date Submitted	Amount
Name: North Florida Contracting & Testing Address: Telephone: Email:	3/11/2026 @ 11:30 am	\$ 157,575 ⁰⁰
Name: American Tennis Courts Address: 1272 Boltens Branch Drive Mobile, AL 36606 Telephone: Email:	3/12/2026 @ 12:59 pm	\$ 208,927 ⁰⁰
Name: Break-N-Ground Address: 11803 Hwy 77 Southport, FL 32409 Telephone: Email:	3/12/2026 @ 12:14 pm	\$ 129,869 ⁰⁰
Name: Unlimited Dirt Works, LLC Address: PO Box 53 Wacissa, FL 32361 Telephone: Email:	3/12/2026 @ 2:00 pm	\$ 162,003 ⁰⁰
Name: Address: Telephone: Email:		\$
Name: Address: Telephone: Email:		\$

Witness: _____



Date: _____



Witness: _____



Date: _____



BID SCHEDULE

This is a LUMP SUM BID. The following Bid Schedule is intended as a general recap of the work involved, it is NOT an all-inclusive detail of everything required to do this job. It is the contractor's responsibility to carefully review the project to determine what is needed to do the whole job, and to reflect this in his LUMP SUM BID. IF DURING THE BID PROCESS, THE CONTRACTOR NOTICES A DISCREPANCY BETWEEN THE WORK REQUIRED AND THIS BID SCHEDULE, HE MUST BRING IT TO GUY LANE, ASSISTANT CITY ADMINISTRATOR/PUBLIC WORKS DIRECTOR'S ATTENTION BEFORE THE BID DATE.

NO.	ITEM	QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE
1.	Construction Layout				3,500.00
2.	Erosion Control				1,800.00
3.	Grade Smooth and seed all disturbed areas for grass establishment				6,000.00
4.	Earthwork				5,000.00
5.	6' W Asphalt Sidewalk – 230 linear feet – minimum 2 " compacted				8,466.00
6.	(29'x20') 2" compacted asphalt for parking area.				8,466.00
7.	2" Asphalt Pavement Court Surface for 3 courts each 20' w x 44' l				8,466.00
8.	2 Coats - Acrylic Surfacing & Court Striping				24,425.00
9.	7' Black Vinyl Coated Chainlink Fence				15,521.00
10.	(1) 7' 4" Chainlink Gate				3,125.00
11.	Provide and Install Net Assembly				6,800.00
12.	Striping for asphalt parking area				1,800.00
13.	10" Limerock Base (Extend 1' outside of court area) LBR 100 MIN				25,300.00
14.	Density testing PER ASTM D6938-17a (Two tests per lift of import fill and base material				3,500.00
15.	Provide and Install a 6' windscreen on perimeter fencing and gate				3,700.00
	Permit and temp fence				4,000.00
			Total Bid Amount		\$ 129,869.00

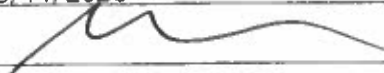
Company Name: Break-N-Ground LLC

Address: 11803 Hwy 77 Southport Fl. 32409

Phone: 850 819 7783

Email: nickwilliams125@gmail.com

Date: 03/11/2026

Signature: 

CONTRACT AGREEMENT

The Contract Agreement (“Agreement”) is entered into on this 9th day of June 2026, by and between:

Break-N-Ground LLC (“Contractor”)

And

City of Chipley (“City”)

1. Scope of Work

Contractor agrees to furnish all labor, supervision, equipment, and incidental materials necessary to perform the following work (see attached for breakdown):

Project Name: Shivers Park Pickleball

Project Location: 757 4th Street, Chipley, Florida

The Contractor’s scope of work is defined as:

- Construction Layout
- Grade Smooth (exclude seeding)
- Earthwork
- 6' W sidewalk 230 linear feet minimum 2" compaction
- (29'x20') 2" compacted asphalt for parking area
- 2" Asphalt pavement court surface for 3 courts each 20'Wx44'L
- 2 Coats acrylic surfacing and court striping
- 7' Black vinyl coated chain link fence
- Gate
- Provide and install net assembly
- 10" Limerock base Extend 1' outside of court area LBR 100 minimum
- Density testing PER ASTM D6938-17a (Two test per lift of import fill and base material)

Any work outside the scope described above shall require written authorization and may constitute a change order subject to additional compensation.

2. Contract Sum

City agrees to pay Contractor the total lump sum of \$116,569.00 for completion of the work described herein, subject to approved additions or deductions by written change order.

3. Term of Contract

Once the city issues the Notice to Proceed the contractor will have 120 days to complete the project.

4. Payment Terms

Payment shall be made by the City to the Contractor within forty-five (45) days of invoice submission unless otherwise agreed to in writing.

5. Schedule and Performance

Contractor agrees to perform the work in a timely and workmanlike manner consistent with industry standards and in coordination with the project schedule provided by City.

City shall provide reasonable access to the project site and shall ensure that preceding work necessary for Contractor's performance is complete prior to mobilization.

6. Change Orders

Any alteration or deviation from the scope of work involving additional costs shall be executed only upon written change order signed by both parties. Contractor shall not be obligated to perform additional work without written authorization.

7. Insurance and Compliance

Contractor shall maintain commercially reasonable insurance coverage, including workers' compensation and general liability insurance, as required by applicable law.

Both parties agree to comply with all applicable federal, state, and local laws, regulations, and safety requirements relating to the work.

8. Independent Contractor

Contractor is and shall remain an independent contractor and not an employee, partner, or agent of the City.

9. Default

If either party materially breaches this Agreement and fails to cure such breach within a reasonable period after written notice, the non-breaching party may pursue any remedies available under applicable law.

10. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, discussions, or understandings, whether oral or written.

Any modifications to this Agreement must be in writing and signed by both parties.

11. Attorneys' fees and Costs.

In the event of any dispute, enforcement action(s), or litigation arising out of or related to this Agreement or the Project, the prevailing party shall be entitled to recover its attorneys’ fees and costs incurred, pre-suit, during litigation, through trial, through appeal(s), and any post-judgment **action(s).**

a. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

CITY:

By: _____

Name: Tracy L. Andrews

Title: Mayor

Date: June 9, 2026

CONTRACTOR:

By: _____

Name: _____

Title: _____

Date: _____

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Ordinance No. 999 (First Reading) – Repealing Chapter 6 - Animal Control and Enacting a New Chapter 6 – Animal Control

MEETING DATE	PREPARED BY
Tuesday, June 9, 2026	Patrice Tanner, City Administrator

SUMMARY

This Ordinance will repeal Chapter 6 – Animal Control and a new Chapter 6 – Animal Control will be established. This is essential to protect the health and welfare of the citizens and animals of Chipley.

RECOMMENDATION

City staff recommend approval of the first reading of Ordinance No. 999 – Repealing Chapter 6 - Animal Control and Enacting a New Chapter 6 – Animal Control.

ATTACHMENTS

1. Ordinance No. 999

2. Exhibit “A”

MEMORANDUM

TO: City Council of the City of Chipley, Florida

FROM: Michelle Blankenship Jordan, City Attorney

DATE: June 8, 2026

SUBJECT: Summary of Revisions to Proposed Chapter 6 (Animal Control) Ordinance

Introduction

This memorandum provides a comprehensive summary of the substantive changes made to the draft Animal Control Ordinance between the initial version dated May 6, 2026, and the final revised version dated June 8, 2026. The final draft incorporates significant policy shifts regarding feral cat management, introduces new public nuisance restrictions, and expands procedural frameworks for handling dangerous animals.

Key Revisions by Section

1. Article I: General Provisions & Definitions

- Sec. 6-2 (Definitions - Animal Shelter): The definition of "Animal shelter" was changed from the "Chipley Animal Control Shelter" to "Animal Control of West Florida, or any facility contracted by the City of Chipley for animal control."
- Sec. 6-2 (Definitions - Trap-Neuter-Return): The definition for "Trap-Neuter-Return (TNR)" was completely removed from the definitions section.
- Sec. 6-5(f) (Authority of Animal Control Officer): Language empowering officers to issue citations for "unauthorized feeding or colony management activities under Sec. 6-52" was removed to align with the elimination of the TNR program.
- Sec. 6-10(b) (Feeding Stray Animals): The exemption that allowed city-authorized Trap-Neuter-Return (TNR) activities to feed stray or feral animals on public property was removed. The revised ordinance now only exempts temporary feeding necessary for animal capture.

2. Article II: Nuisances

- Sec. 6-27 (Animal Nuisances - Solid Waste): A brand new subsection (c), "Removal and disposal of animal waste," was added. It mandates that owners or custodians must immediately remove and sanitarily dispose of feces deposited by their animals on public property or the private property of another.
- **Waste Collection Device Required:** Sec. 6-27(c) also dictates that handlers must possess a suitable device or container for waste removal when off their premises. An exemption is provided for service animals accompanying individuals whose

disabilities make compliance impractical. Violations are penalized under the tiered civil schedule in Sec. 6-64.

3. Article III: Dangerous Animals

- **Sec. 6-41 (Confiscation and Destruction of Dangerous Dogs):** This entire section is a new addition to the ordinance, detailing comprehensive protocols for the handling, confiscation, and humane euthanasia of dangerous dogs and non-dog dangerous animals.
- **Post-Designation Attacks:** It establishes a mandatory 10-business-day impoundment and quarantine period following written notice to the owner if a designated dangerous dog attacks/bites a person/animal or causes severe injury/death to a human. A similar 10-day notice and destruction protocol applies to previously undesignated dogs that cause a human death.
- **Two-Stage Appeal Process:** Sec. 6-41(e) introduces a formalized local appeal system:
 - *Stage One:* An administrative hearing before an independent, Florida-licensed Special Magistrate designated by the City Council, requested within 10 business days of the destruction notice.
 - *Stage Two:* An appeal of the Special Magistrate's final order to the Circuit Court of the Fourteenth Judicial Circuit.
- **Confinement and Costs:** Animals cannot be destroyed while a timely appeal is pending. Owners are restricted from relocating or transferring ownership during proceedings, must securely confine the animal if not held by the city, and remain strictly liable for all boarding costs regardless of the outcome.
- **Euthanasia Standards:** Euthanasia must be performed exclusively by a licensed veterinarian or certified technician following the rigid standards of F.S. § 828.065 . Non-dog dangerous animals are governed separately under F.S. chapters 166 and 828.

4. Article IV: Feral and Domesticated Cat Management

- **Sec. 6-51.1 (Outdoor Domesticated Cat Identification):** This new section requires owners of domesticated cats that access the outdoors to ensure their pets carry active identification. Compliant methods include a breakaway safety collar with an owner contact tag, a GPS/electronic tracking device on a breakaway collar, or an active, registered microchip. Unidentified outdoor cats may be impounded and owners penalized under Sec. 6-64(a).
- **Sec. 6-52 (Feral Cat Management Program Reversal):** The city has completely reversed its policy on feral cats. The original text establishing and protecting a managed Trap-Neuter-Return (TNR) program and private feral colonies was

entirely deleted. The updated Sec. 6-52 explicitly states that "The city does not maintain or support a Trap-Neuter-Return program" and that feral cats found at large will be impounded and processed under standard procedures.

- Sec. 6-53 (Enforcement Clean-up): References to citations for "operating a feral cat colony without required property owner authorization" or maintaining unsanitary colony conditions were removed to reflect the complete prohibition of feral colony management.

Conclusion

The final version of the ordinance shifts the City of Chipley away from a managed feral cat colony framework (TNR) toward an impoundment model, while adding public health protections regarding pet waste and outdoor cat identification. It also secures constitutional due process for citizens by establishing a clear Special Magistrate mechanism for the destruction of dangerous animals.

ORDINANCE NO. 999

AN ORDINANCE OF THE CITY OF CHIPLEY, FLORIDA, REPEALING CHAPTER 6, "ANIMAL CONTROL," OF THE CITY CODE IN ITS ENTIRETY AND ENACTING A NEW CHAPTER 6, "ANIMAL CONTROL," TO ESTABLISH COMPREHENSIVE AND CONSOLIDATED ANIMAL CONTROL PROVISIONS; REMOVING BREED-SPECIFIC REGULATIONS; ADDING PROVISIONS FOR DANGEROUS ANIMALS, CAT MANAGEMENT, DEFINITIONS, NOISE NUISANCES, AND TIERED PENALTIES; PROVIDING FOR SEVERABILITY, CONFLICTS, REPEALER, AND FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Chipley, Florida, finds that the existing Chapter 6 of the City Code has become cumbersome due to multiple, piecemeal amendments and that a full repeal and replacement is necessary to create a comprehensive, clear, and legally compliant animal control ordinance; and

WHEREAS, the City Council of the City of Chipley, Florida, has further determined that it is essential to protect the health and welfare of the citizens and animals of Chipley; and that it is therefore in the best interest of all of the citizens and residents of the City that Chapter 6 of the Code of the City of Chipley be repealed in its entirety and replaced with a new, comprehensive Chapter 6 in accordance with this ordinance;

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

Section 1. Repeal in Toto. Chapter 6, "ANIMAL CONTROL," of the Code of the City of Chipley is hereby repealed in its entirety.

Section 2. Enactment of New Chapter 6. A new Chapter 6, "ANIMAL CONTROL," of the Code of the City of Chipley is hereby enacted and adopted, which shall read as set forth in Exhibit "A" attached hereto and incorporated herein by reference.

Section 3. Severability. If any section or portion of a section of this ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to impair the validity, force, or effect of any other section or part of this ordinance.

Section 4. Repealer. That all ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed and revoked.

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

INTRODUCED at a regular meeting of the City Council of the City of Chipley, Florida, on the 9th day of June, 2026, and **PASSED** at a regular meeting of the City Council of the City of Chipley, Florida, on the 14th day of July, 2026.

CITY OF CHIPLEY

Tracy L. Andrews, Mayor

ATTEST:

Sherry Snell
City Clerk

APPROVED AS TO FORM:

Michelle Blankenship Jordan
City Attorney

CHAPTER 6 - ANIMAL CONTROL

ARTICLE I. IN GENERAL

Sec. 6-1. Enactment, authority and applicability. This chapter shall be known and cited as the "Animal Control Ordinance" of the city. Pursuant to the authority of F.S. chs. 166, 767, and 828, these regulations are hereby established in the interest of public health, safety, and welfare to provide protection for and to regulate and control domestic animals. The powers and authority granted under this chapter shall be supplemental to those already provided in the Florida Statutes concerning local animal control, the regulation of dangerous animals, cruelty to animals, and the sale or transfer of dogs and cats. This chapter shall be applicable to all areas of the city.

Sec. 6-2. Definitions. The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section:

Animal control officer means any person employed or appointed by a county or municipality who is authorized to investigate, on public or private property, civil infractions relating to animal control or cruelty and to issue citations as provided in Sec. 6-3. An animal control officer is not authorized to bear arms or make arrests; however, such officer may carry a device to chemically subdue and tranquilize an animal, provided that such officer has successfully completed a minimum of 16 hours of training in marksmanship, equipment handling, safety and animal care, and can demonstrate proficiency in chemical immobilization of animals in accordance with guidelines prescribed in the Chemical Immobilization Operational Guide of the American Humane Association. State law reference(s): Animal control officer defined, F.S. 828.27(1)(b).

Animal shelter means Animal Control of West Florida, or any facility contracted by the City of Chipley for animal control, and its authorized agents, for the purpose of impounding or caring for animals held under the authority of this chapter and the Florida Statutes.

Citation means a written notice, issued to a person by an officer, that the officer has probable cause to believe that the person has committed a civil infraction in violation of a duly enacted ordinance and that the county court will hear the charge. The citation must conform to the requirements set forth in Sec. 6-3.

Control means the regulation of the possession, ownership, care and custody of animals.

Cruelty means any act of neglect, torture or torment that causes unjustifiable pain or suffering of an animal, or every act, omission, or neglect whereby unnecessary or unjustifiable pain or suffering is caused, permitted, or allowed to continue when there is reasonable remedy or relief, except when done in the interest of medical science. State law reference(s): Definitions, F.S. 828.02.

Dangerous animal means an animal designated as dangerous pursuant to the criteria and procedures set forth in Sec. 6-39 of this chapter.

Domesticated cat means a cat that is socialized to humans, kept as a pet, and relies primarily on humans for sustenance and shelter.

Endangerment means any act or omission that places an animal at substantial risk of death, permanent injury, or severe physical pain or suffering.

Exposed to rabies means a dog or cat or other animal that has been bitten by or exposed to any animal known to have been infected with rabies.

Feral cat means a cat that exists in a wild or untamed state, is not socialized to humans, and does not exhibit signs of domestic ownership.

Licensed means that the animal has been vaccinated for rabies and that current tags or other evidence is available to show current rabies vaccination. State law reference(s): Rabies vaccination of dogs, cats, and ferrets, F.S. 828.30.

Necessary sustenance includes adequate food, clean water, shelter from extreme weather conditions, and veterinary care needed to prevent suffering. (This section shall be construed consistent with F.S. § 828.073 standards.)

Officer means any law enforcement officer defined in F.S. § 943.10, or any animal control officer.

Owner means any person owning, keeping or harboring one or more animals. An animal shall be deemed to be harbored if it is fed or sheltered for three consecutive days or more.

Public nuisance means any animal or bird which: (1) Molests passersby or passing vehicles. (2) Attacks other animals. (3) Trespasses on school grounds. (4) Is repeatedly at large. (5) Damages private or public property. (6) Barks, whines, howls or make noises in an excessive, continuous or untimely fashion. (7) Creates noxious and offensive odors. The term "public nuisance" also includes animal quarters found to be unhealthy or unsanitary.

Restraint means any dog secured by a leash or lead; under the control of a responsible person and obedient to that person's commands within the real property limits of its owner; or within a structure or a fenced enclosure within the real property limits of its owner.

Stray animal means any animal observed on property other than that of its owner without the owner's control or supervision.

Tether means a rope, chain, cord, cable, or other device that attaches a dog to a stationary object or trolley system.

Sec. 6-3. Requirements of Citation.

A citation, as defined in Sec. 6-2, must contain: (1) The date and time of issuance. (2) The name and address of the person. (3) The date and time the civil infraction was committed. (4) The facts constituting probable cause. (5) The ordinance violated. (6) The name and authority of the officer. (7) The procedure for the person to follow in order to pay the civil penalty, contest the citation, or appear in court. (8) The applicable civil penalty if the person elects to contest the citation and is found in violation. (9) The maximum civil penalty that may be imposed by the court if the person contests the citation and is found in violation. (10) The applicable civil penalty if the person elects not to contest the citation. (11) A conspicuous statement that if the person fails to pay the civil penalty within the time allowed or fails to appear in court to contest the citation, it shall be deemed a waiver of the right to contest the citation and that, in such case, judgment may be entered against the person for an amount up to the maximum civil penalty. (12) A conspicuous statement that if the person is required to appear in court as mandated by F.S. § 828.27(6), the person does not have the option of paying a fine in lieu of appearing in court.

Sec. 6-4. Required Restraint and Confinement.

- (a) All animals, when not on the owner's premises or on the premises of another who consents thereto, shall be and remain under the direct control of a person competent to control such animal at all times.
- (b) The owner or custodian of any animal found running or remaining at large shall be responsible for any violation of this article.
- (c) All animals must be kept under restraint, as defined in Sec. 6-2, when off the owner's or custodian's premises, except when on the premises of another person who consents to the animal's presence and the animal remains under the direct control of a person competent to control it.
- (d) Owners and custodians of dogs and cats must exercise diligence and reasonable care to prevent their animals from leaving their premises.

Sec. 6-5. Authority of animal control officer.

- (a) General authority. The city animal control officer shall have full and complete authority in the enforcement of this chapter and may pick up or apprehend any animal under any circumstance which constitutes a violation of this chapter or Florida Statutes and impound such animal in the animal shelter.
- (b) Entrance upon public and unfenced private property. The animal control officer may enter public or unfenced private property within the city to carry out the enforcement of this chapter or Florida Statutes.
- (c) Entrance upon fenced private property. The animal control officer may enter fenced private property, exclusive of buildings, when the animal being sought was at large immediately prior to the animal control agency or officer receiving a sworn complaint regarding a violation, but subsequently the animal returned to its owner's or custodian's fenced private property; provided, however, that an attempt to contact the owner or custodian, if known, was unsuccessful.
- (d) Removal of neglected or mistreated animals. The animal control officer may enter fenced private property for the purpose of enforcing the provisions of F.S. § 828.073 concerning the removal of neglected or mistreated animals.
- (e) Chemical capture devices. The animal control officer may carry and utilize a humane chemical capture device to subdue and tranquilize an animal.
- (f) Issuance of Citations. Any officer, as defined in Sec. 6-2, shall have authority to issue a citation to any person when the officer has probable cause to believe that person has committed a violation of this chapter, including but not limited to violations arising under Article IV of this chapter (Feral and Domesticated Cat Management), such as failure to comply with vaccination requirements under Sec. 6-51. A citation may be issued in addition to, or in lieu of, impoundment and associated fees as provided herein. With respect to dangerous animal violations under Article III, citations predicated on an animal's dangerous animal status shall only be issued following a final designation pursuant to F.S. 767.12; provided, however, that citations for procedural violations of Sec. 6-39(b) - including failure to maintain required enclosure, insurance, muzzling, or registration - may be issued at any time following such final designation. Nothing in this subsection shall be construed to limit the mandatory court appearance requirements imposed by F.S. 828.27(6), and any citation issued hereunder shall conform to all requirements of F.S. 828.27.

Sec. 6-6. Interference with animal control officer.

- (a) Prohibited. It shall be unlawful for any person to hinder, obstruct or otherwise interfere with an officer while such officer is discharging the officer's duties under this chapter; or to take or attempt to take any animal from any vehicle used by the officer to transport animals; or to take or attempt to take any animal from the animal shelter without proper authority; or to knowingly interfere with any animal trap set by an officer or persons obtaining such traps from the animal control agency.
- (b) Penalty. Any person who tears down, burns, defaces, destroys or otherwise damages any animal control vehicle, animal shelter, or enclosure thereof shall be deemed guilty of a violation pursuant to Sec. 6-64 and subject to the applicable penalties set forth therein, and may additionally be subject to criminal penalties under applicable Florida law.

Sec. 6-7. Shelter; protection from the weather; humane care.

- (a) It shall be unlawful for any person owning or responsible for confining or impounding any animal to fail to provide the animal with proper shelter, protection from the weather or humanely clean conditions as prescribed in this section. State law reference(s): Neglected or mistreated animals, F.S. 828.073; Confinement or abandonment of animals, F.S. 828.13.
- (a) **Indoor standards.** Indoor housing facilities shall be adequately ventilated by natural or mechanical means to provide for the health of the animal at all times.

- (b) **Outdoor standards.** Minimum outdoor standards of shelter shall be such that sunlight is not likely to cause heat exhaustion of an animal housed outdoors. Sufficient shade by natural or artificial means shall be provided to protect the animal from direct sunlight.
- (c) **An artificial shelter.** If confined outdoors or in an unheated enclosure, a shelter of suitable size with a floor above ground and waterproof roof shall be provided to accommodate the animal and protect it from the weather and, in particular, from severe cold.

(b) It shall be unlawful to fail to provide an animal with wholesome exercise and a sufficient quantity of good and wholesome food and water adequate to nutritional requirements of the species or to fail to provide veterinary care when required to prevent suffering.

(c) Subject to the provisions of this section, it shall be unlawful to confine any animal in a building, enclosed vehicle, boat, vessel, or other enclosed space without adequate ventilation when such conditions - whether due to temperature, humidity, wind chill, or combination thereof - are likely to be harmful to the animal's health. Any animal control officer is authorized to remove animals from these conditions immediately if the animal is in imminent danger, or after a reasonable attempt to locate the owner if the situation is not immediately life-threatening, and shall provide written notice to the owner. A violation of this subsection is subject to the penalties set forth in Sec. 6-64.

(d) It shall be unlawful for any person owning or responsible for confining or impounding any animal to fail to provide for systematic waste removal and prevent the accumulation of waste or matter that causes offensive odors or unsanitary conditions.

Sec. 6-8. Cruelty to animals.

It shall be unlawful to unnecessarily torture, torment, deprive of necessary sustenance or shelter, or unnecessarily or cruelly beat, mutilate or kill any animal, or cause the same to be done, or carry in or upon any vehicle or otherwise any animal in a cruel or inhumane manner. Nothing in this section shall be construed to limit prosecution under applicable state criminal law. State law reference(s): Animal cruelty (misdemeanor of the first degree), F.S. 828.12(1); Aggravated animal cruelty (felony of the third degree), F.S. § 828.12(2).

Sec. 6-9. Proper Tethering Requirements.

It shall be unlawful to improperly tether any dog. "Proper tethering" of a dog means:

- (a) Using a tether that is at least five times the length of the dog's body, as measured from the tip of the nose to the base of the tail, or 10 feet, whichever is greater;
- (b) Using a tether that has swivels at both ends to prevent entanglement;
- (c) Ensuring the tether's weight does not exceed 1/8 of the dog's weight;
- (d) Attaching the tether to a properly fitting harness or collar, not a choke, pinch, or prong collar;
- (e) Bringing dogs inside during extreme weather conditions, including temperatures below 40°F (4°C) or above 95°F (35°C), or during severe weather events such as thunderstorms, hurricanes, or flooding;
- (f) Never tethering a dog for more than 8 consecutive hours in any 24-hour period.

Sec. 6-10. Harboring and feeding stray animals.

(a) Persons who harbor any stray dog or cat shall be required to notify the animal control agency of the presence of the stray dog or cat, including a description of the animal, which

information will assist the animal control agency and/or animal owner in locating missing pets.

(b) Prohibition on feeding stray or feral animals on public property. It shall be unlawful for any person to feed or provide sustenance to stray or feral animals on any public property within the city limits. This prohibition is enacted to prevent the congregation and proliferation of stray and feral animals, which can pose a threat to public health and safety. This prohibition shall not apply to activities conducted or authorized by the city, including temporary feeding necessary for animal capture.

Sec. 6-11. Reporting motor vehicle injury to animals.

Any operator of a motor vehicle that has injured an animal shall immediately notify the owner (if known), the animal control agency, the city police department, or the county sheriff's office and advise as to the location of the injured animal.

Sec. 6-12. Animal bites; rabies control.

(a) It shall be the duty of the owner or harbinger of an animal having knowledge that an animal has bitten any person, and any medical person/facility which treats a person bitten by an animal, to report the incident to the county health department within 24 hours of the bite or of the owner's/facility's knowledge thereof. A person who has been bitten is also encouraged to report the incident. State law reference(s): Rabies vaccination of dogs, cats, and ferrets, F.S. 828.30; Public health - county health departments, F.S. ch. 381.

(b) When it is known that an animal has been exposed to rabies, or when rabies is suspected by a licensed veterinarian, or when the animal dies while under suspected rabies observation, the animal control officer shall immediately notify the county health officials for final disposition.

Sec. 6-13. Performing animal exhibitions.

No person shall conduct, sponsor or participate in a performing animal exhibition, display, circus, or rodeo in which animals are induced or encouraged to perform through the use of chemical, mechanical, electrical or manual devices in a manner which will cause, or is likely to cause, physical injury or suffering. State law reference(s): Animal fighting or baiting, F.S. 828.122; Exhibition of mutilated or deformed animals, F.S. 877.16.

Sec. 6-14. Sales or permitting exposure of animals with, or having been exposed to, infectious disease.

Whoever within the city, being the owner or having the charge of any animal, knowing such animal to have any contagious or infectious disease or to have been recently exposed thereto, sells, barter, or disposes of such animal without first disclosing to the person to whom the animal is sold, bartered, or disposed of that such animal is diseased or has been exposed, or knowingly permits such animal to run at large, or knowing such animal to be diseased, knowingly allows the animal to come into contact with any such animal of another person without such other person's knowledge or permission, shall be deemed guilty of a civil infraction pursuant to Sec. 6-64.

Sec. 6-15. Negligence in care of animals.

Whoever impounds or confines any animal in any place and fails to supply such animal during such confinement with a sufficient quantity of good and wholesome food and water, or who keeps any animal in any enclosure without wholesome exercise and change of air, or who abandons to die any animal that is maimed or sick, infirm or diseased, shall be deemed guilty of a civil infraction pursuant to Sec. 6-64.

Sec. 6-16. Damaging or killing an animal belonging to another.

It shall be unlawful to willfully or wantonly kill, maim or disfigure any animal belonging to another person. Whoever willfully or wantonly kills, maims or disfigures any animal of another person, or willfully or wantonly administers poison to any such animal, or exposes any poisonous substance with intent that such substance shall be taken and swallowed by such animal, shall be deemed guilty of an infraction pursuant to Sec. 6-64. State law reference(s): Cruelty to animals, F.S. 828.12; Killing or maiming registered horses and cattle, F.S. 828.125; Leaving poison on property not owned by such person, F.S. 828.08.

Secs. 6-17 through 6-26. Reserved.

ARTICLE II. NUISANCES

Sec. 6-27. Animal nuisances.

It shall be unlawful for the owner or custodian of an animal to permit the following nuisances to be committed, either willfully or through failure to exercise due care or control: State law reference(s): Places declared nuisances, F.S. 823.01; Abatement of nuisances, F.S. 823.05.

- (a) No dog or cat shall be permitted to habitually chase after or otherwise harass persons or vehicles.
- (b) No dog or cat shall be permitted to bark, bay, cry, whine or howl or make any other noise continuously and/or incessantly in an excessive, habitual or untimely fashion for such a duration that it annoys or disturbs a reasonable person of normal sensitivities residing in or occupying premises in close proximity to the premises on which the animal is located.
- (c) Removal and disposal of animal waste. It shall be the duty of every owner or custodian of a domestic animal to immediately remove any feces or other solid waste deposited by such animal upon public property or upon the private property of another, and to dispose of such waste in a sanitary manner by placing it in an appropriate trash container or other receptacle designated for the disposal of such waste. Every owner or custodian, when accompanying a domestic animal off the owner's premises, shall have in their possession a suitable device or container for the removal and disposal of animal waste. This section shall not apply to a service animal accompanying a person with a disability where compliance would be impractical due to the nature of the disability. A violation of this section shall be subject to the penalties set forth in Sec. 6-64.

Sec. 6-28. Livestock and Domestic Fowl.

Prohibited generally; exception. No livestock shall be kept within the city except for the purposes of the animal industry and shall be limited to areas designated by the City's zoning and land use regulations. Notwithstanding the foregoing, the keeping of backyard chickens and miniature pigs on residentially zoned property is permitted subject to the specific conditions set forth in subsections (c) and (d) of this section.

- (a) Prohibited generally; exception. No livestock shall be kept within the city except for the purposes of the animal industry and shall be limited to areas designated by the City's zoning and land use regulations.
- (b) Cleanliness standards; responsibility. Where any person shall keep any cattle, horses, mules, swine, goats, chickens or other domestic fowl within the corporate limits of the city, the lot, stall, barn, stable, hen house, pen or other place where the same are kept shall be regularly cleaned and kept in a sanitary condition. Owners of backyard chickens and miniature pigs shall additionally comply with the requirements of subsections (c) and (d), respectively.
- (c) Backyard Chickens. The keeping of backyard chickens on residentially zoned property within the city is permitted subject to the following conditions:

(1) Number. No more than six (6) hens may be kept per residential lot. No roosters shall be permitted within the city limits.

(2) Enclosure. All chickens must be kept within a secure, covered enclosure (coop and run) at all times. The enclosure must be of sufficient size to provide a minimum of four (4) square feet of interior coop space and ten (10) square feet of exterior run space per bird.

(3) Setbacks. All enclosures must be located in the rear yard and set back a minimum of ten (10) feet from any property line and a minimum of twenty-five (25) feet from any neighboring dwelling.

(4) Sanitation. Owners must remove waste and soiled bedding from enclosures at least twice per week. Composting of chicken waste is permitted only in an enclosed compost system.

(5) Feed storage. All feed must be stored in sealed, rodent-proof containers.

(6) Slaughter. The slaughter of chickens on the premises is prohibited.

(7) Commercial activity. The sale of eggs or poultry products from residentially kept chickens for commercial purposes is prohibited.

(8) Nuisance. Chickens shall not be permitted to create a nuisance as defined in Sec. 6-2, and owners shall be subject to enforcement under Sec. 6-64 for any violations thereof.

(d) Miniature Pigs. The keeping of miniature pigs (also known as micro-pigs, teacup pigs, or pot-bellied pigs) on residentially zoned property within the city is permitted subject to the following conditions:

(1) Definition. For purposes of this subsection, a "miniature pig" means a pig of a breed recognized as miniature by a nationally recognized swine registry, with a verified adult weight not to exceed 150 pounds. Standard farm swine are not permitted on residentially zoned property regardless of current size or weight.

(2) Number. No more than two (2) miniature pigs may be kept per residential lot.

(3) Enclosure. All miniature pigs must be kept within a secure, fenced enclosure adequate to contain the animal at all times. Miniature pigs shall not be permitted to roam freely on the property without direct owner supervision.

(4) Setbacks. All enclosures must be located in the rear yard and set back a minimum of fifteen (15) feet from any property line and a minimum of thirty (30) feet from any neighboring dwelling.

(5) Sanitation. Owners must remove waste from enclosures on a daily basis to prevent odors and unsanitary conditions.

(6) Licensing and veterinary care. All miniature pigs must be spayed or neutered and must receive regular veterinary care. Owners must provide proof of sterilization upon request by an animal control officer.

(7) Nuisance. Miniature pigs shall not be permitted to create a nuisance as defined in Sec. 6-2, including but not limited to excessive noise or noxious odors, and owners shall be subject to enforcement under Sec. 6-64 for any violations thereof.

Secs. 6-29 through 6-38. Reserved.

ARTICLE III. DANGEROUS ANIMALS

Sec. 6-39. Dangerous Dogs and Dangerous Animals.

(a) Definitions.

(1) Dangerous Dog. Pursuant to F.S. 767.11 and the city's authority under F.S. 767.14 to impose restrictions more stringent than state law, a 'dangerous dog' is a dog that has, when unprovoked:

- (a) Bitten, attacked, or inflicted severe injury on a human;
- (b) More than once severely injured or killed a domestic animal while off the owner's property, where 'severe injury' means physical injury that results in broken bones, multiple lacerations requiring veterinary sutures, permanent disfigurement, or death;
- (c) Been previously declared dangerous and engages in further aggressive behavior.

(2) Other Dangerous Animals. Pursuant to the city's authority under F.S. chs. 166 and 828, and independent of the dangerous dog provisions of subsection (a)(1), a non-dog animal may be designated as a dangerous animal by the animal control officer where such animal has, when unprovoked: (i) bitten, attacked, or inflicted severe injury on a human being on public or private property; (ii) more than once killed or inflicted severe injury on a domestic animal while off the owner's property; or (iii) been previously designated as dangerous under this chapter and engaged in further aggressive behavior. Designations under this subsection shall not be governed by F.S. ch. 767, which applies exclusively to dogs, and shall be processed in accordance with the procedures set forth in this section as adapted to the applicable authority.

(b) Requirements for Owners of Dangerous Dogs and Dangerous Animals.

Upon the final designation of a dog as dangerous following any required hearing or appeal period under F.S. 767.12, the owner shall register the dog with the animal control authority within 14 days of such final designation, as required by F.S. 767.12, and shall comply with all remaining requirements set forth below within 30 days of such final designation. For non-dog animals designated as dangerous under subsection (a)(2), the owner shall comply with all applicable requirements within 30 days of final designation. Failure to comply within the applicable timeframe shall constitute a separate violation of this chapter and may result in immediate impoundment of the animal by the animal control officer pending the owner's compliance:

- (a) Secure enclosure with warning signs;
- (b) Muzzle and physical restraint when off owner's property;
- (c) Liability insurance coverage of a minimum of \$500,000 per incident. This elevated threshold is expressly imposed as a more stringent local restriction pursuant to the city's authority under F.S. 767.14, which permits local governments to enact requirements more stringent than state law with respect to dangerous dogs. The current state law minimum is \$100,000 per incident pursuant to the 2025 amendments to F.S. 767.12;
- (d) Registration with Animal Control.
- (e) Microchipping by a licensed veterinarian, with the microchip number registered to the current owner, as required by F.S. § 767.12.

(c) Penalties for Dangerous Animal Violations. Violation of this section shall be punishable by a fine not to exceed \$500.00 per violation, in addition to any other remedies available under this chapter or state law. State law reference(s): Civil penalty maximums for local animal control ordinances, F.S. 828.27(4).

Sec. 6-40. Compliance with State Law. The dangerous dog provisions of subsection (a)(1) of Sec. 6-39 and all associated owner requirements shall be implemented in compliance with F.S. 767.11-767.16. Pursuant to F.S. 767.14, local governments are authorized to impose restrictions on dangerous dogs more stringent than state law, provided such restrictions are not breed-specific; the elevated insurance minimum in Sec. 6-39(b)(3) and any other requirements exceeding state law minimums are imposed on that basis. The dangerous animal provisions of subsection (a)(2) of Sec. 6-39 are independently grounded in the city's authority under F.S. chs. 166 and 828 and are not subject to F.S. ch. 767.

Sec. 6-41. Confiscation and Destruction of Dangerous Dogs.

(a) Applicability. This section applies to dangerous dogs as defined in Sec. 6-39(a)(1) and shall be implemented in compliance with F.S. §§ 767.12, 767.13, and 767.135. Nothing in this section shall be construed to authorize destruction of an animal in a manner inconsistent with applicable Florida law.

(b) Post-Designation Attack. Injury or Bite. Pursuant to F.S. § 767.13(1), if a dog that has been finally designated as dangerous under Sec. 6-39 and F.S. § 767.12 thereafter attacks or bites a person or domestic animal without provocation, the following shall apply: (1) The dangerous dog shall be immediately confiscated by the animal control officer, placed in quarantine if necessary for the proper length of time, impounded, and held for ten (10)

business days after the owner is given written notification pursuant to F.S. § 767.12; (2) After the expiration of the ten (10) business day notice period, and provided no timely written appeal has been filed pursuant to subsection (e) of this section, the animal shall be destroyed in an expeditious and humane manner consistent with F.S. § 828.065; (3) The owner shall be responsible for payment of all boarding costs and other fees incurred in humanely and safely keeping the animal during any notice or appeal period.

(c) Post-Designation Attack. Severe Injury or Death of Human. Pursuant to F.S. § 767.13(2), if a dog that has been finally designated as dangerous under Sec. 6-39 and F.S. § 767.12 thereafter attacks and causes severe injury to or death of any human, the following shall apply: (1) The dangerous dog shall be immediately confiscated by the animal control officer, placed in quarantine if necessary, impounded, and held for ten (10) business days after the owner is given written notification pursuant to F.S. § 767.12; (2) After the expiration of the ten (10) business day notice period, and provided no timely written appeal has been filed pursuant to subsection (e) of this section, the animal shall be destroyed in an expeditious and humane manner consistent with F.S. § 828.065; (3) The owner shall be responsible for all boarding costs and other fees incurred during any notice or appeal period.

(d) Attack by Undesignated Dog Causing Human Death. Pursuant to F.S. § 767.135, if a dog that has not been designated as dangerous under this chapter attacks and causes the death of a human, the dog shall be immediately confiscated by the animal control officer, placed in quarantine if necessary, impounded, and held for ten (10) business days after the owner is given written notification pursuant to F.S. § 767.12, and thereafter destroyed in an expeditious and humane manner consistent with F.S. § 828.065, unless the owner timely appeals pursuant to subsection (e) of this section.

(e) Owner Appeal. The following two-stage appeal process applies in any case subject to this section, and is established pursuant to the requirement of F.S. 767.12(4) that each applicable local governing authority establish appeal procedures conforming to that subsection.

(1) Stage One - Administrative Hearing Before Special Magistrate. The owner may request an administrative hearing before a Special Magistrate designated by the City Council within ten (10) business days following receipt of written notification of the proposed destruction. The request must be made in writing and submitted to the City Clerk. The hearing shall be scheduled no sooner than five (5) days after receipt of the written request. The Special Magistrate shall be a Florida-licensed attorney designated by the City Council and shall be independent of the animal control authority. The hearing shall be conducted under oath; all testimony shall be recorded; and while the formal rules of evidence shall not apply, fundamental due process shall govern the proceedings. The animal control authority shall bear the burden of demonstrating that destruction is warranted under the applicable subsection of this section. The Special Magistrate shall issue a written decision within ten (10) days of the conclusion of the hearing. If the owner does not timely request a hearing, the proposed destruction shall become final by operation of law upon expiration of the ten (10) business day notice period.

(2) Stage Two - Circuit Court Appeal. Upon issuance of a final written order by the Special Magistrate, or upon the classification becoming final by operation of law, the animal control authority shall provide the written final order to the owner by registered mail, certified hand delivery, or service. The owner may appeal the final order to the Circuit Court of the Fourteenth Judicial Circuit, Washington County, Florida, in accordance with the Florida Rules of Appellate Procedure, after receipt of the final order.

(3) Effect of Timely Appeal on Destruction. If the owner files a timely written request for administrative hearing under subsection (e)(1), or a timely appeal to

the circuit court under subsection (e)(2), the animal shall be held and shall not be destroyed while such appeal is pending.

(4) Confinement and Transfer Restrictions During Appeal. A dog that is the subject of proceedings under this section may not be relocated or its ownership transferred pending the outcome of any hearing or appeal. If the dog is not held by the animal control authority, the owner must confine the dog in a securely fenced or enclosed area and shall provide the address at which the animal is confined to the animal control authority.

(5) Owner Cost Responsibility. The owner is responsible for all boarding costs and other fees incurred in humanely and safely keeping the animal during any notice, hearing, or appeal period, regardless of the outcome of such proceedings.

(f) Emergency Destruction. Nothing in this section shall limit the authority of a law enforcement officer, licensed veterinarian, or authorized agent of the animal control authority to humanely destroy a dangerous animal in an emergency situation where immediate euthanasia is necessary to protect public safety, as authorized by F.S. § 828.05.

(g) Euthanasia Standards. All destruction carried out pursuant to this section shall be performed only by a licensed veterinarian or a certified euthanasia technician who has successfully completed the 16-hour certification course required by F.S. § 828.065. No animal subject to this section shall be left unattended between the commencement of euthanasia procedures and confirmation of death, and no body shall be disposed of until death has been confirmed by a qualified person.

(h) Non-Dog Dangerous Animals. The confiscation and destruction provisions of this section apply specifically to dogs governed by F.S. ch. 767. For non-dog animals designated as dangerous pursuant to Sec. 6-39(a)(2), confiscation and disposition shall be determined by the animal control officer in accordance with applicable provisions of F.S. ch. 828 and F.S. ch. 166, and consistent with the emergency destruction authority of subsection (f) of this section. State law reference(s): Attack or bite by dangerous dog; penalties; confiscation; destruction, F.S. § 767.13; Attack or bite by unclassified dog that causes death, F.S. § 767.135; Local authority to impose more stringent restrictions, F.S. § 767.14; Euthanasia of animals, F.S. § 828.065; Emergency euthanasia of dangerous animals, F.S. § 828.05.

Secs. 6-42 through 6-49. Reserved.

ARTICLE IV. FERAL AND DOMESTICATED CAT MANAGEMENT

Sec. 6-50. Intent and Scope.

This article is intended to balance the protection of public health and safety with the humane treatment of both domesticated and feral cats within the city limits.

Sec. 6-51. Domesticated Cat Regulations.

Owners of domesticated cats are required to ensure their animals are properly vaccinated against rabies in accordance with Florida law, including the mandatory vaccination requirements of F.S. 828.30. Owners must exercise appropriate diligence to ensure their domesticated cats do not become a nuisance to neighboring properties or the public at large, in accordance with Section 6-27 of this Code.

Sec. 6-51.1. Outdoor Domesticated Cat Identification Requirements.

(a) Purpose. This section supplements the requirements of Sec. 6-51 and is intended to facilitate the identification and return of domesticated cats found at large, and to assist animal control officers in distinguishing domesticated cats from feral cats for purposes of enforcement under this chapter.

(b) Identification Required. Any owner of a domesticated cat that is permitted to access outdoor areas, whether supervised or unsupervised, shall ensure that such cat bears at least one (1) of the following forms of identification at all times while outdoors: (1) A

breakaway safety collar with a securely attached tag displaying the owner's name and current contact information, including a telephone number; (2) A functioning GPS or other electronic tracking device attached to a breakaway safety collar; or (3) A microchip implanted by a licensed veterinarian, with the microchip number and current owner contact information registered in a nationally recognized pet recovery database.

(c) Collar Requirements. Any collar used to satisfy the identification requirement of subsection (b)(1) or (b)(2) of this section shall be of a breakaway design, meaning the collar is engineered to release under pressure to prevent entanglement, strangulation, or injury to the cat. Choke, slip, or non-release collars shall not constitute compliant identification under this section.

(d) Microchip as Sole Identifier. An owner who elects to satisfy the identification requirement exclusively through microchip under subsection (b)(3) shall maintain current and accurate registration of the microchip at all times. It shall be a violation of this section for an owner to allow the microchip registration to lapse, to fail to update contact information following a change of address or telephone number within thirty (30) days of such change, or to fail to provide proof of microchip registration upon request by an animal control officer.

(e) Integration with Sec. 6-51. Compliance with this section shall be deemed a component of the owner's duty of diligence under Sec. 6-51. Failure to maintain required identification constitutes a violation of both this section and the owner's obligations under Sec. 6-51, and may serve as a basis for a citation issued pursuant to Sec. 6-5(f).

(f) Integration with Sec. 6-27. A domesticated cat found outdoors beyond the boundaries of the owner's property without required identification that is observed engaging in nuisance conduct enumerated in Sec. 6-27 shall be subject to enforcement under both this section and Sec. 6-27. The absence of required identification shall not, standing alone, constitute a nuisance under Sec. 6-27, but may be considered by an animal control officer as a factor in determining whether a cat is domesticated or feral for purposes of enforcement and impoundment decisions under this chapter. No enforcement action under this section based on the absence of required identification shall be initiated against an owner solely on account of a cat found on the owner's own property.

(g) Impoundment. A domesticated cat found outdoors without any of the identification methods required by subsection (b) of this section may be impounded by an animal control officer and processed in accordance with the impoundment and reclamation procedures of this chapter.

(h) Penalty. Violation of this section shall be subject to the civil penalty schedule set forth in Sec. 6-64(a).

Sec. 6-52. Feral Cat Management and TNR Program.

Sec. 6-52. Feral Cat Management. The city does not maintain or support a Trap-Neuter-Return program. Feral cats found at large within the city may be impounded by an animal control officer and processed in accordance with applicable Florida law and standard animal control procedures.

While Section 6-10(b) of this Chapter prohibits feeding stray animals on public property, that prohibition shall not apply to temporary feeding authorized by the city for purposes of animal capture.

Sec. 6-53. Enforcement.

Violations of any provision of this Article shall be subject to enforcement by any officer as defined in Sec. 6-2. Any officer who has probable cause to believe that a person has violated any provision of this Article, including failure to vaccinate a domesticated cat pursuant to Sec. 6-51 or permitting a domesticated cat to become a nuisance in violation of Sec. 6-51 and Sec. 6-27, unauthorized feeding of stray or feral animals on public property in violation of Sec. 6-10(b) may issue a citation pursuant to Sec. 6-5(f).

citations issued under this Article shall conform to the requirements set forth in Sec. 6-3 (Requirements of Citation) and Sec. 6-64, and all applicable requirements of F.S. § 828.27. Civil penalties imposed for violations of this Article shall be deposited and administered in accordance with Sec. 6-66.

Secs. 6-54 through 6-63. Reserved.

ARTICLE V. VIOLATIONS AND PENALTIES

Sec. 6-64. Enforcement of violations. This section applies to violations of any provision of this chapter, including Articles I through IV.

(a) Civil penalty schedule. Civil penalties for violations of this chapter shall be assessed on the following tiered schedule: (1) First offense: not to exceed \$100.00; (2) Second offense within 12 months: not to exceed \$200.00; (3) Third and subsequent offenses within 12 months: not to exceed \$500.00. Notwithstanding the foregoing, violations of Article III (Dangerous Animals) shall be subject to the penalty set forth in Sec. 6-39(c). State law reference(s): Civil penalty maximums for local animal control ordinances, F.S. 828.27(4).

(b) Section constitutes civil infraction or criminal offense. A violation of this chapter may constitute a civil infraction or, where applicable, a criminal offense pursuant to Florida Statutes. State law reference(s): Cruelty to animals, F.S. 828.12(1) and (2); Confinement or abandonment of animals, F.S. 828.13.

(c) Signature of citation required. Any person cited for an infraction under this chapter shall sign and accept a citation acknowledging receipt of the citation and indicating a promise to appear in county court if a mandatory court appearance is required.

(d) Payment of civil penalty. Any person cited for a violation of this chapter may pay the civil penalty within 30 days of the date of receiving the citation.

(e) Election to appear in court. Any person cited for a violation of this chapter may elect to appear in county court on the date and time specified in the citation to contest the citation.

(f) Liability of owner for fees/penalties. In the event an animal is impounded for violation of this chapter and the owner of the animal abandons the animal to the animal control agency, the owner remains liable for all fees and penalties imposed.

State law reference(s): Failure to sign or accept citation, F.S. § 828.27(5).

Sec. 6-65. Use of revenue.

All revenue derived from the fines, penalties and license fees collected under this chapter shall be used exclusively to recover or offset the costs of enforcement and administration of the city's animal control program and this chapter.

Sec. 6-66. Fine or penalty distribution and recordkeeping.

Fines or penalties collected pursuant to this chapter by the city shall be deposited in the animal control fund and used to support the costs of the animal control program. The ani

control agency shall keep detailed and accurate records of licensing, impoundment and disposition of all animals coming into its custody, all bite cases, complaints and investigations of violations. All funds collected shall be received on a daily basis by the city clerk along with appropriate accounting records at time of payment.

DRAFT

CITY OF CHIPLEY
STAFF REPORT

SUBJECT: Ordinance No. 1000 (First Reading) – Amending Chapter 9 - Cemeteries

MEETING DATE	PREPARED BY
Tuesday, June 9, 2026	Patrice Tanner, City Administrator

SUMMARY

This Ordinance will amend Chapter 9 – Cemeteries, including regulations governing the interment of human remains and cremated remains, the maintenance of gravesites, the removal of personal items, the installation of permanent fixtures, the planting of vegetation, and domestic animals.

RECOMMENDATION

City staff recommend approval of the first reading of Ordinance No. 1000 – Amending Chapter 9 – Cemeteries.

ATTACHMENTS

1. Ordinance No. 1000

ORDINANCE NO. 1000

AN ORDINANCE OF THE CITY OF CHIPLEY, FLORIDA, AMENDING THE CITY OF CHIPLEY MUNICIPAL CODE BY ADDING CHAPTER 9, CEMETERIES; ESTABLISHING REGULATIONS FOR CITY-OWNED AND CITY-MAINTAINED CEMETERIES, INCLUDING REGULATIONS GOVERNING THE INTERMENT OF HUMAN REMAINS AND CREMATED REMAINS, THE MAINTENANCE OF GRAVESITES, THE REMOVAL OF PERSONAL ITEMS, THE INSTALLATION OF PERMANENT FIXTURES, THE PLANTING OF VEGETATION, AND DOMESTIC ANIMALS THEREIN; PROVIDING FOR DEFINITIONS; PROVIDING FOR AUTHORITY AND JURISDICTION; PROVIDING FOR PURPOSE; PROVIDING FOR A REPEALER; PROVIDING FOR ENFORCEMENT AND PENALTIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the City Council of the City of Chipley, Florida ("City Council") is empowered to enact ordinances for the welfare and governance of its residents under Article VIII, Section 2 of the Florida Constitution, Chapter 166, Florida Statutes, and the City Charter of the City of Chipley; and

WHEREAS, the City Council has determined that regulations governing City-owned and City-maintained cemeteries, including standards for the care of gravesites and the conduct of visitors, are necessary to protect the safety, health, and general welfare of City residents;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Chipley, Florida, that the following provisions, regulations, and standards are hereby adopted for the purpose of promoting the health, safety, and general welfare of the community.

Section 1. Chapter 9, Cemeteries, Adopted.

The City of Chipley Municipal Code is hereby amended by adding a new Chapter 9, which shall read as follows:

CHAPTER 9. CEMETERIES

Sec. 9-1. Purpose.

The purpose of this Chapter is to establish regulations for the operation and use of City-owned and City-maintained cemeteries, and to promote the health, safety, and general welfare of City Residents.

Sec. 9-2. Definitions.

For the purposes of this Chapter, the following terms shall have the meanings ascribed to them below:

1. **"City Council"** means the City Council of the City of Chipley, Florida.
2. **"City Residents"** means individuals who reside within the geographical boundaries of the City of Chipley, Florida.

3. **"Cemetery" or "Cemetery Grounds"** means any land owned, operated, or maintained by the City of Chipley, Florida that is designated or dedicated for the interment of human remains, including all improvements, structures, pathways, landscaping, fencing, and appurtenances located thereon.
4. **"City"** means the City of Chipley, a municipal corporation duly organized and existing under the laws of the State of Florida.
5. **"Domestic Animal"** means any animal domesticated by humans and commonly kept as a household pet or companion animal, including but not limited to dogs and cats, but excluding livestock, poultry, and wildlife as defined under applicable Florida law.
6. **"Gravesite"** means the specific plot or area within a Cemetery designated for the interment of human remains, including any associated monument, marker, headstone, or other memorial structure placed thereon.
7. **"Responsible Party"** means any individual or entity who owns, controls, or is otherwise accountable for property, animals, or activities regulated under this Chapter, including but not limited to lot owners, animal owners, family members of interred persons, and any individual who places, plants, or deposits items within Cemetery Grounds.
8. **"Service Animal"** means any dog or miniature horse individually trained to do work or perform tasks for the benefit of an individual with a disability, as defined by the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), as amended, and its implementing regulations.

Sec. 9-3. Authority and Jurisdiction.

This Chapter is enacted under the authority granted to the City Council by the laws of the State of Florida and the City Charter of the City of Chipley. The City Council has the authority to enact, amend, and repeal ordinances and regulations concerning public safety, health, welfare, zoning, and land use.

The City Council's jurisdiction extends throughout the geographical boundaries of the City of Chipley, Florida. Within these boundaries, the City Council may enforce ordinances, collect taxes, and provide municipal services. All actions of the City Council shall comply with applicable state and federal law.

Sec. 9-4. Regulations for City-owned and City-maintained Cemeteries.

The following regulations govern the use and maintenance of City-owned and City-maintained cemeteries:

1. No person shall inter, bury, or otherwise deposit human remains or cremated remains (cremains) within any City-owned or City-maintained cemetery without the prior written approval of the City. Any request for authorization must be submitted in writing to the City and shall identify the proposed gravesite location, the identity of the decedent, and the name and contact information of the Responsible Party. Any interment conducted without such prior written approval shall constitute a violation of this Chapter and

may subject the Responsible Party to enforcement action and penalties as set forth in the Enforcement and Penalties section of this Chapter. The City reserves the right to take any and all lawful remedial action necessary to address an unauthorized interment, and all costs associated with such remedial action shall be recoverable from the Responsible Party.

2. All gravesites within City-owned and City-maintained cemeteries must be kept in a clean, orderly, and dignified manner. The placement of flowers, wreaths, flags, and other commemorative items is permitted, provided they are maintained in good condition by the Responsible Party. Flags shall not exceed eighteen (18) inches in width by twelve (12) inches in height, and any flagstaff or stake used to display a flag shall not exceed twenty-four (24) inches in total height above ground level.
3. Personal items left on gravesites that become damaged, decayed, broken, or dilapidated, or that otherwise present a public safety risk or nuisance, may be removed by City officials. The City shall endeavor to provide at least seven (7) calendar days' notice of pending removal by posting notice at the gravesite or at the cemetery entrance; however, no advance notice shall be required where the item presents an immediate public safety risk or nuisance.
4. No permanent fixture, including but not limited to flagpoles, monuments, enclosures, fencing, or other structural installations, may be placed or installed within the Cemetery Grounds without the prior written approval of the City. Any request for approval must be submitted in writing to the City and shall identify the type, proposed location, dimensions, and materials of the fixture to be installed. Unauthorized permanent fixtures, or any approved fixture that subsequently falls into disrepair or presents a safety hazard, may be removed by the City. Prior to removal, the City shall provide written notice to the owner of the plot, when identifiable, sent via certified mail, return receipt requested, to the last known address of the plot owner, at least fifteen (15) calendar days before removal. If the plot owner cannot be identified after reasonable investigation, or if notice cannot otherwise be delivered, the City shall post notice at the relevant gravesite for fifteen (15) calendar days prior to removal. The full cost of removal, including associated administrative costs, shall be recoverable by the City from the Responsible Party.
5. The City Council reserves the right to enact further regulations as necessary to address safety concerns, preserve public health, and maintain the sanctity of the cemeteries under its jurisdiction.
6. City Residents and visitors are required to adhere to all regulations established by this chapter and any additional regulations properly adopted and posted by the City while within the cemetery grounds. Failure to comply with these regulations may result in enforcement action by the City as specified in the "Enforcement and Penalties" section of this chapter.

Sec. 9-5. Regulations Governing Domestic Animals.

In order to preserve the sanctity and cleanliness of cemetery sites within the City of Chipley, Florida, the following regulations governing domestic animals are hereby enacted:

1. Domestic animals are permitted within the boundaries of any cemetery sites owned or operated by the City of Chipley, provided that they comply with all regulations set forth in this chapter. Animal owners are required to immediately clean up and properly dispose of any waste or excrement left by their animals while on cemetery grounds. Failure to do so shall constitute a violation of this chapter.
2. The waste removal and disposal obligations set forth in this Section are in addition to, and shall be construed consistently with, the duties imposed on owners and custodians of domestic animals under the City of Chipley Animal Control Ordinance, including Section 6-27(c) thereof, which requires every owner or custodian to immediately remove any feces or other solid waste deposited by such animal upon public property and to dispose of such waste in a sanitary manner, and to have in their possession a suitable device or container for the removal and disposal of animal waste when accompanying a domestic animal. Nothing in this Chapter shall be construed to limit the applicability of the Animal Control Ordinance to Cemetery Grounds, and a violation of the waste removal requirements may be subject to the penalties prescribed in this Chapter, in the Animal Control Ordinance, or both.
3. Animal owners are personally responsible for any damage caused by their animals to cemetery grounds, gravesites, monuments, markers, fencing, landscaping, or any other City property. The City may seek reimbursement from the responsible animal owner for the full cost of any such damage, including but not limited to repair, replacement, and associated administrative costs.
4. Animals must remain under the control of their owner or handler at all times while on cemetery grounds, and must be kept on a leash no longer than six (6) feet in length.
5. Any domestic animal that displays aggressive behavior, including but not limited to biting, lunging, growling, or threatening any person or animal, or that creates excessive noise, including but not limited to prolonged or repeated barking, howling, or whining, that disturbs the peace and dignity of the Cemetery Grounds, shall be required to be immediately removed from the Cemetery Grounds by the Responsible Party. Failure to immediately remove such an animal upon direction by a City official, law enforcement officer, or designated agent shall constitute a violation of this Chapter. Any domestic animal exhibiting aggressive behavior that poses an immediate threat to public safety may be seized and turned over to animal control in accordance with existing City ordinance. The City reserves the

right to deny future access to the Cemetery Grounds to any domestic animal that has previously engaged in aggressive or disruptive behavior.

6. Nothing in this chapter shall be construed to authorize discrimination against individuals with disabilities who use service animals as defined by the Americans with Disabilities Act.

Sec. 9-6. Prohibition on Unauthorized Planting of Vegetation.

To preserve the integrity of City-owned and City-maintained cemeteries and prevent the imposition of undue maintenance burdens on the City, the following regulations govern the planting of trees, shrubbery, and other vegetation within cemetery grounds:

1. No private party, including but not limited to, lot owners, family members of interred persons, or other individuals, may plant any tree, shrub, or other vegetation within the boundaries of any City-owned or City-maintained cemetery without the prior written authorization of the City.
2. The City shall not authorize any planting that would require ongoing City maintenance, including but not limited to watering, pruning, fertilization, pest control, or removal. Any request for authorization must be submitted in writing to the City and shall identify the species, proposed location, and anticipated maintenance requirements of the vegetation to be planted.
3. Any tree, shrub, or other vegetation planted without prior written City authorization, or any authorized planting that subsequently requires ongoing City maintenance, may be removed by the City at the Responsible Party's expense. The City shall provide written notice to the Responsible Party, when identifiable through reasonable investigation, at least fifteen (15) calendar days prior to removal. Notice shall be sent via certified mail, return receipt requested, to the last known address of the Responsible Party. If the Responsible Party cannot be identified after reasonable investigation, the City shall post notice at the relevant gravesite or planting location for fifteen (15) days before removal. The full cost of removal, including associated administrative costs, shall be recoverable by the City from the Responsible Party.
4. Violations of this Section are subject to the enforcement mechanisms and penalties prescribed in the Enforcement and Penalties section of this Chapter. Each day an unauthorized planting remains in place after the expiration of the notice period shall constitute a separate violation.

Sec. 9-7. Enforcement and Penalties.

This Chapter shall be enforced by the City of Chipley, through its authorized officials, code enforcement officers, law enforcement, or other designated agents of the City Council. Violations may result in fines, penalties, or other legal action in accordance with Florida law and the ordinances of the City of Chipley.

Penalties for violations of this Chapter shall be as follows, and shall not exceed the maximum amounts authorized under Florida Statutes Section 162.21, as applicable:

1. For the first violation, a written warning shall be issued to the violator, informing them of the violation and the necessary corrective actions to be taken, unless the violation involves actual harm or imminent threat of harm to public health, safety, or welfare.
2. For the second violation within a twelve (12) month period, a fine of up to \$250 may be imposed.
3. For subsequent violations within a twelve (12) month period, the fine may be increased up to \$500.00 per violation, or legal action may be taken to seek compliance, including but not limited to injunctions or other court orders. Each day a violation continues shall constitute a separate violation.

Violations involving actual harm or imminent threat of harm to public health, safety, or welfare may warrant immediate legal action without prior written warning.

All fines collected under this Chapter shall be deposited into the City's general fund and may be appropriated by the City Council for any lawful municipal purpose, including but not limited to the enforcement of ordinances, in accordance with Florida law and the City's budgetary procedures.

Section 2. Repealer

All ordinances and resolutions, or parts thereof, of the City of Chipley that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict or inconsistency. It is not the intent of the City Council to repeal any existing ordinance or part of an ordinance that does not conflict with the provisions of this Ordinance.

Section 3. Severability

If any provision of this Ordinance, or its application to any person or circumstance, is held invalid by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect to the greatest extent possible and consistent with the intent of the City Council.

Section 4. Effective Date

This Ordinance shall become effective immediately upon its adoption.

INTRODUCED at a regular meeting of the City Council of the City of Chipley, Florida, on the 9th day of June, 2026, and **PASSED** at a regular meeting of the City Council of the City of Chipley, Florida, on the 14th day of July, 2026.

CITY OF CHIPLEY, FLORIDA
BY:

Tracy Andrews, Mayor

ATTEST:

Sherry Snell, City Clerk

APPROVED AS TO LEGAL FORM:

Michelle Blankenship Jordan, City Attorney

DRAFT

You are invited to a Zoom webinar!

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