



**City of Chipley
City Council Meeting**

May 14, 2024 at 5:00 PM

City Hall - 1442 Jackson Avenue, Chipley, FL 32428

AGENDA

A. CALL TO ORDER

B. PRAYER AND PLEDGE

C. APPROVAL OF AGENDA

D. CITIZENS REQUEST

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

E. APPROVAL OF MINUTES

- [1. Regular Council Meeting - April 9, 2024](#)

F. DEPARTMENT REPORTS

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

[10.](#) Finance Department Report

[11.](#) City Administrator Report

G. PRESENTATIONS

1. **Yes Lord Deliverance Church Youth Ministries**

[2.](#) **National Police Week Proclamation**

[3.](#) **National Public Works Week Proclamation**

H. CONSENT AGENDA

[1.](#) **Resolution No. 24-23** - Florida Department of Commerce Agreement Amendment One

[2.](#) **K-9 Agreement** - Officer James Webb

[3.](#) **CDBG-Mitigation Grant MT148** - Professional Services Contract Amendment

[4.](#) **Interlocal Agreement** - Fire Protection - Campbellton Fire Department

[5.](#) **Reappointment of CRA Board Member** - Heather Lopez

[6.](#) **Special Event Application** - Annual Trunk or Treat

I. AGENDA ITEMS

[1.](#) **Ordinance No. 983 (First Reading)** – Amendment to the Future Land Use Map

[2.](#) **Resolution No. 24-24** - USDA Bond Closing

[3.](#) **Resolution No. 24-25** - Supplemental

[4.](#) **Resolution No. 24-26** - FDLE JAGD Grant

[5.](#) **Resolution No. 24-27** - DOJ COPS Hiring Grant

[6.](#) **Resolution No. 24-28** - Annual Election

[7.](#) **Halfway Houses in the City** - Discussion - Holland Kent

[8.](#) **Land Lease Agreement** - Chipley Station

[9.](#) **Live Local Act** - Discussion

[10.](#) **Ordinance No. 984 (First Reading)** - Amendment to Chapter 2, Administration

[11.](#) **Statewide Mutual Aid Agreement** - 2023

[12.](#) **FDOT Letter**

J. OTHER BUSINESS

K. ADJOURN

L. ZOOM

1. ZOOM Information

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

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

Attendees:

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

Mrs. Linda Cain, Council Member
Mr. Brett Butler, Council Member

Absent:

Ms. Tracy Andrews, Mayor

Others Present Were:

Mrs. Patrice Tanner, City Administrator
Mr. Michael Richter, Police Lieutenant
Mr. Guy Lane, Public Works Director
Mrs. Tamara Donjuan, Planning/Code Enf. Officer
Mr. Michael Maxwell, CRA Executive Director

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

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

A. CALL TO ORDER

The meeting was called to order by Mayor Pro-Tem Russell at 5:00 p.m.

B. PRAYER AND PLEDGE

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

C. SWEARING IN

- 1. W. Brett Butler. Honorable Christopher Patterson did the swearing in of Mr. Brett Butler.

D. APPOINTMENT OF COUNCIL LIAISONS. Mr. Russell stated this is usually done in October but due to Mr. Butler coming on board he wanted to refresh the list and he has a request from Ms. McCall to switch the Water Utilities Department for the Police Department. Mr. Russell stated the new list is as follows: Mayor Andrews – Administration, External Affairs and Tourist Development Council (TDC); Council Member McCall – Historic Merchants of Chipley, Planning & Zoning and Police; Council Member Linda Cain – Fire and Code Enforcement; Council Member Brett Butler – Industrial Park and Water Utilities; Council Member Kevin Russell – CRA, Public Works/Cemetery and Recreation. Discussion ensued.

E. APPROVAL OF AGENDA

No discussion.

F. CITIZENS REQUEST

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Gabriel Beckworth, 109 Alford Rd, Cottondale, FL. Mr. Beckworth read a letter concerning a Police Department matter. There was no further discussion.

G. PRESENTATIONS

1. **Service Recognition** – Malcolm Nelson. The City Council recognized Reverend Malcolm Nelson for his thirteen (13) years of service on the CRA Board.

H. APPROVAL OF MINUTES

1. Regular Council Meeting – March 12, 2024

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

I. DEPARTMENT REPORTS

Recreation – Brock Tate. Mr. Tate explained that opening day was last Saturday and the Travel Ball Tournament was on the 16th and all went good for both. Discussion ensued.

City Attorney – Michelle Jordan. Attorney Jordan stated there were no updates. No further discussion.

Community Redevelopment Agency (CRA) – Michael Maxwell. Mr. Maxwell explained the CRA approved a request to paint the fire hydrants located within the CRA; approved a procedure to send reminder notices to those with loans through the CRA; and approved Deborah Brown, Summer Thomas and Tracey Kent-Bell to attend CRA 101 training. He stated the next CRA meeting will be held Tuesday, April 16, 2024 at 3:30 p.m. Mrs. Tanner stated the CRA Annual Report was included in Mr. Maxwell’s report and it has been posted on the website which is a requirement of the Florida Statutes. No further discussion.

Fire Department – Hunter Aycock. Chief Aycock explained it was a quiet month. He stated they have taken care of the hydrants. The new engine will hopefully be here next Tuesday and a ceremony will be held at a later date. Discussion ensued.

Code Enforcement – Tamara Donjuan. Mrs. Donjuan explained it was pretty busy. She stated she went through Ward 3 & 4 and put 138 stickers on trash cans that were left by the road. Mr. Russell asked about the property on Holley Avenue. Mrs. Donjuan stated it was still in litigation. Mrs. Cain asked if we knew anything about the old Dairy Dip. Mrs. Tanner stated she had talked with Tyler Graybel, Terramore Development, who is the developer for Dollar General. He stated it amounts to what the City will do and the costs associated with the property for Dollar General. The costs

would include possible purchase of the property, survey, plat, sidewalks, and demolition. Mrs. Tanner stated that Mr. Graybel asked if the City would be willing to pay for the demo. She stated she would approach the Council and see, but also let him know it will take us 90 days to get to the point of getting a contract in place to do that. Mr. Graybel told her it sounded like it would be more beneficial for Dollar General to go ahead and take care of it. Mrs. Tanner stated she explained the City will be putting sidewalks from the school board property to N Railroad Avenue to keep people safe walking to Dollar General. She said he was positive and said he would reach out to them to see what they are willing to do and let her know hopefully within a few days. Mr. Butler asked for a spreadsheet of the various costs associated with the property. Mrs. Tanner stated she would get those figures for the Council to review. Discussion ensued.

Stephanie Lee, 653 Bennett Drive, and Linda Davis, 990 Brickyard Road, spoke on a code enforcement issue. Mrs. Lee stated a code enforcement notice was put on a house on 7th Street. The fence she tagged has been there over a year and a half. The letter states the Code Enforcement Officer wants the fence down. During the year and a half why did it take so long. Mrs. Tanner stated the house is located at 618 9th Street. Mrs. Lee stated they are in agreement that the vehicle sitting there needs to be removed, but the fence had been there for so long. Mr. Butler asked if a permit was applied for on the fence. Mrs. Lee stated her brother who lived there didn't know he needed a permit. Mrs. Tanner stated the fence was close to 6' tall in front of the house. Mr. Russell asked what the code violation was on the fence. Mrs. Donjuan stated there was no permit and the fence is too high. Mrs. McCall asked if we knew when it was put there. Mrs. Tanner stated it was not there in 2022 and speaking with Mrs. Donjuan about it that it was in the last six months. Mrs. Davis said one of her sons was living there and he had put it up over a year ago. Mr. Russell stated the fence could stay as long as they get a permit and the fence is lowered. Mrs. Cain asked how much it needed to be lowered. Mrs. Donjuan stated it cannot be over 4 feet. Mrs. Lee stated they would lower it to satisfy everyone, but was concerned about the length of time it's been up. Mrs. Tanner stated since she became City Administrator on January 8th, she has been riding around with Mrs. Donjuan finding things that are in violation and getting them addressed. We have been trying to get things cleaned up. The biggest issue is communication from what I am seeing in the past few months. When a letter is sent to a homeowner there is no response which forces Mrs. Donjuan to go to the next step. This is what happened here and also with the property across the road. Mr. Russell stated we are working on our communication as well. Ms. McCall stated we have a City Administrator now who is willing to do new things, so hopefully that will get better. Mrs. Lee stated they would need time to lower the fence. Mrs. Donjuan stated she has them set up for a hearing where they usually give them additional time. Mr. Russell stated to let them know at the hearing that this issue was brought to Council. Mrs. Davis asked for 30 days to get this corrected. Mrs. Donjuan stated that would be fine. Discussion ensued.

Planning & Zoning – Tamara Donjuan. Mrs. Donjuan explained it has been pretty active. Mr. Russell stated it was good to see growth in the city. No further discussion.

Police Department – Michael Richter. Lieutenant Richter explained it was a busy month and went over the month's offense numbers. He stated Chief Thompson was out on leave. He gave updates on several police issues, stated the Easter Egg Hunt went well, and discussed staff schedule changes. Discussion ensued.

Public Works – Guy Lane. Mr. Lane explained amnesty is this month and the dumpsters have already been dumped once. He stated that his crews will be cleaning outfall in ditches, curbs and gutters from April to August. Discussion ensued.

Water Utilities – Jimmy Cook. Mr. Cook explained it was a pretty busy month. He stated there was over six inches of rain for the month. Discussion ensued.

Finance – Patrice Tanner. Mrs. Tanner explained she is continuing to work on the audit which is to be completed by June 30th. I am continuing that process along with my new duties. Once we get

someone hired which will hopefully be within the next 30 days, then we can move forward and hire someone for the Project Manager and Finance Specialist. Once we get someone in those positions, things will become a lot smoother.

Administration – Patrice Tanner. Mrs. Tanner explained the following project updates: We are going to try to post ongoing pictures of projects. The Mongoven Building - this is five percent complete, we did have issues with rodents that we are working on; Chipley Stormwater Drainage Study – We received an extension until November 12, 2024 and the project is ongoing; Chipley WW Effluent Disposal Project – there are one or two spray heads that they are finalizing and we did have an issue with the wet weather pond at the treatment plant. They are having to come out and do some work on that, then it will be complete; Public Works Building Solar Panel Project – they started yesterday and it will be a week-long project. It is possible it might be complete this Friday and we will post pictures once they lay some panels; Council Chambers Audio/Visual/Livestream Upgrade – we are still working on the screens and the ability to increase the size; Shivers Park & Gilmore Park Projects – we have no word from FRDAP yet; Historical Society Museum – this is ongoing, Baker Design Build has a draft plan completed. Heather and Mr. Maxwell and Mr. Dale Cox reviewed everything and sent the recommendations to Baker Design Build who will review the changes. Once that plan is finalized they will bring it to Council for approval; Chipley Peach Street Lift Station Improvements – this is still in the environmental review phase which will hopefully be completed very soon; 2023 PHMSA Infrastructure Grant – This was not funded for the natural gas main and service line replacement which was in the amount of \$677,130.00. We will reapply and hope to get it funded; Voluntary Annexation Project – It has been almost 31 days, then those two ordinances will get recorded at the Clerk’s office and will be submitted to the FL Department of Commerce and those will be finalized; Website Redesign – we are moving forward to be complete by July 2024 as well as the performance management program that we are shooting for June 1st; Jim Trawick Park – there were renovations done to the bathrooms at the fields which were in bad shape. They look much better now and we have had positive feedback on that. We are getting ready to set a date on the bushes to be moved from City Hall to the cemetery; ID Cards – Sherry is working on these and should have them completed by the end of April or mid-May.

K. AGENDA ITEMS

1. **Resolution No. 24-20** - Excessive Use of Force Policy. Mrs. Tanner explained this resolution will approve a policy prohibiting the use of excessive force by local law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; or fails to adopt and enforce a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of nonviolent civil rights demonstrations within its jurisdiction. This new policy will add that specifically and we will be covered for all of our grants. I have spoken with Lieutenant Richter and he is good with that information being included. No further discussion.

A motion was made by Council Member McCall and seconded by Council Member Butler to approve Resolution No. 24-20. The motion passed unanimously.

2. **Resolution No. 24-21** – Florida Department of Commerce Agreement Amendment One. Mrs. Tanner explained this resolution will approve Amendment One to the Florida Department of Commerce Agreement No. D0190 updating information on the Florida Department of Commerce name change from Florida Department of Economic Opportunity to Florida Department of Commerce, the Agreement Period which will be extended to November 11, 2024, and includes E-Verify which is the process we already utilize to verify employees before they are hired. No further discussion.

A motion was made by Council Member Cain and seconded by Council Member McCall to

approve Resolution No. 24-21. The motion passed unanimously.

- 3. **Resolution No. 24-22** – FDEP State Revolving Fund Loan Program – Drinking Water Facilities Plan. Mrs. Tanner explained this resolution will approve the submission of a FDEP State Revolving Fund Loan Program Application for a Drinking Water Facilities Plan. The State Revolving Fund loan priority list designates Project No. DW67014 as eligible for available funding. The total cost for the Facilities Plan to be prepared is \$100,000. This project is funded 50%/50% loan and grant. This Facilities Plan will include a listing of projects that need to be done in the city and will be required to apply for funding through the FDEP SRF Program. FDEP is now allowing us to prepare one facilities plan for water which will list multiple projects that we need to do in the next 5-10 years and those will all be included in this facilities plan so we will not have to do a plan every time we have a project if we are looking for SRF funding. No further discussion.

A motion was made by Council Member McCall and seconded by Council Member Butler to approve Resolution No. 24-22. The motion passed unanimously.

- 4. **Special Event Application** – Watermelon Festival Parade. Mrs. Tanner explained this event will be held on Saturday, June 22, 2024 starting at 10:00 a.m. The Police Department along with the Public Works and the Fire Department, are presenting a new parade route due to the future closing of and safety issue at the Dalton Street railroad crossing. Lieutenant Richter explained with the closing of the Dalton Street railroad crossing, it presented an issue because the parade returned that way. He explained the new route would stage at Jim Trawick Park and along N Railroad Avenue which would be closed from 2nd Street to Jim Trawick Park. The parade would then go South on 2nd Street then go East on SR 90, turn North on SR 77, then turn West on Church Street, then go North on 3rd Street to Watts Avenue and around the school board office back to 2nd Street by the old high school to allow an area for the school children to watch before returning to Railroad Avenue. The previous staging area will be for people to park in and walkers to wait in to join the parade as it lines up along Railroad Avenue. Mr. Russell asked if we have a PR plan in place. Mrs. Tanner stated we would get it out there. Lieutenant Richter stated FDOT places signs as well as the City showing the detours for the parade. Mr. Russell stated this new route will be permanent. Discussion ensued.

A motion was made by Council Member Cain and seconded by Council Member McCall to approve the Special Event Application for the Watermelon Festival Parade. The motion passed unanimously.

A motion was made by Council Member Butler and seconded by Council Member McCall to approve the new official parade route. The motion passed unanimously.

- 5. **Verizon Contract** – GPS Systems. Mrs. Tanner explained this will approve a contract with Verizon for a GPS system for city vehicles. Verizon was the company with the best prices as well as the most positive references. Most of the entities that we contacted are using Verizon and are extremely satisfied with them. We can utilize them by using the General Services Administrative Cooperative Purchasing Program due to our purchasing policy allowing that. There are 52 vehicles and one tractor that is located at the sprayfield. The total cost per month will be \$837.85. It was going to cost \$106.80 per unit to install, but they guarantee that it's a simple process so we are going to pay them to install 10 units with someone from the departments there to watch the process so we can install the remainder of the systems. Discussion ensued.

A motion was made by Council Member McCall and seconded by Council Member Butler to approve the contract with Verizon for the GPS. The motion passed unanimously.

- 6. **Public Education** – Lead and Copper. Mrs. Tanner explained this is a Public Education requirement from FDEP. The City completed its triennial Lead & Copper test in September 2023.

Five of the twenty houses tested were above the action level for DEP compliance. The City tested the original twenty houses plus twenty more in March of 2024. All forty houses tested below the exceedance threshold. To eliminate lead in the drinking water, the City will complete a lead service line inventory in the 2024 year. The City will also replace any lead or copper service lines found. The City will continue to test for lead above and beyond what the DEP requires. This additional testing will continue until we get two consecutive acceptable rounds of tests within a twelve (12) month period.

Mr. Lane stated that we test every three years and this year five houses were above the action level for compliance which triggered the Public Education requirement. We tested in March and will test again in August. If the levels are down, the Public Education will be completed. Discussion ensued.

A motion was made by Council Member Cain and seconded by Council Member Butler to approve the Lead and Copper Public Education Notice. The motion passed unanimously.

- 7. **Speeding on City Streets** – Discussion. Mrs. Tanner explained that Ms. McCall requested a discussion about speeding on city streets due to the high volume of speeding within the city. I know this has been an ongoing issue but I think there are some specific issues. Ms. McCall stated it seems to be the same people headed to work and we don't have the man power from a police standpoint to do anything about it and asked what were our options or permanent things that we can do. She mentioned speed humps that will slow traffic down. Mrs. Tanner stated we have a speed hump policy in place that I can send out for you to review and see if changes need to be made. Mr. Russell stated you would end up having to do all the streets and we have potholes that need to be fixed instead. Mr. Butler stated he has mentioned issues at the neighborhood watch meetings and made a sign-up sheet with very little interest. Ms. McCall stated the beach traffic leaves SR 77 onto the side streets causing issues. Ms. McCall stated we need to contact FDOT to address the issues. Mr. Russell asked if we could reach out to Secretary Gainer and see if he would attend a council meeting. Mrs. Tanner mentioned she understands the concerns because it's a problem all over the city. What we have done is use counters and went through the speed hump policy procedure to see if we need the speed humps or other speed control devices in place. The counters always tell us the speeding is not happening to the extent that we think it is. Ms. McCall stated the placement of the sign or counter has to be in the right place. We don't have the ability to do a proper study, the counters are not a study. Mrs. Tanner stated they show you all the speeds, not just the average. They are able to determine how many people are actually speeding. Lieutenant Richter stated the only way to accomplish that is with two counters on each end of the street based on what you are saying. He added they will move the counter to the middle of the street. He stated there are staffing issues at the Police Department. Mr. Russell asked if Lieutenant Richter could get a list of how many police it would take to adequately staff the city. He added that he knows we can't afford it but we have to plan. Lieutenant Richter stated he could get a list for the Council. Mrs. Tanner stated we are trying for the two patrol positions this year. Mr. Russell stated at one time CRA could help fund the salary of a police officer that was primarily focused in the CRA district. Mrs. Tanner stated they are getting more money now but they have a limited budget. They have been very good at getting the money spent on grants for downtown businesses and residents. A patrol position I am guessing \$60-65,000 per year, you are looking at depending on hours, maybe 20 out of an 80 hour pay period, so 25% of that salary. It would need to be consistent and is that something the CRA Board and the City Council would want to do. It's a great idea, but something to think about is the figures need to be put down and looked at. Mr. Russell stated from a long term point we need to budget and get one patrolman hired every two years. He asked if every department could give a wish list for things that would make their job easier. Mrs. Tanner stated last year everyone's wish list was included. The police department did show two officers and that they do include things they need and some wants. I think that every department has needs and one of the biggest things now is filling positions that we have open. We have four positions right now that are open and trying to fill. We just cannot get them filled, a few are not entry level. That's an issue for everyone, not just Chipley. Mrs. Tanner stated we

have a very high level of service which is a great thing, but it costs money. Mr. Russell stated he would like to see us put as much effort in getting help as we do in buying new vehicles. Discussion ensued.

- 8. **US DOT Reconnecting Communities and Neighborhoods (RCN) Grant Application Results** – Metric Consulting. Mrs. Suzanne Settoon, Metric Consulting, gave an update on the US DOT Reconnecting Communities and Neighborhoods (RCN) Grant. The application was submitted on September 28, 2023 titled Uniting Communities of Chipley Through Equitable Access and Mobility for \$6,201,098.21. The application consisted of construction activities involving mobilization, creating shared lanes, stripping paths, installing signage, safe side paths, bike share facilities, parking upgrades, intersection improvements, and sharrow installations. There was an announcement on March 13, 2024 from US DOT that Chipley’s application was not funded. She stated Mrs. Tanner has requested a debriefing that we will participate in next week. Mrs. Settoon stated the applications approved were very large dollar projects. There were 687 applications submitted with only 132 approved. She stated the application could be repurposed into other grant opportunities throughout the year. The application can be tweaked and resubmitted on your behalf. Mr. Russell asked what that would cost us. Mrs. Settoon stated as far as tweaking we will take care of that for the most part, I don’t expect any additional charge. Mr. Russell stated he is interested to see why it wasn’t funded and why they funded two large projects. Mrs. Settoon stated it could be because it was just the first year for the grant. She stated we may want to adapt to add more funding. Ms. McCall asked if sidewalks could be added. Discussion ensued.
- 9. **Ordinance No. 983 (First Reading)** – Amendment to the Future Land Use Map. No discussion.

A motion was made by Council Member McCall and seconded by Council Member Butler to table Ordinance No. 983 until next month. The motion passed unanimously.

L. OTHER BUSINESS

Mrs. Tanner stated the Downtown Redevelopment Meeting “Let’s Talk Downtown Chipley Redevelopment” for the \$50,000 grant that we hired Arnold Fisher to handle for us has the first public meeting this Thursday, April 11th at 5 pm. This will be a public meeting and since more than one council member wants to attend, we noticed it as a council meeting and it’s also something council will be voting on in the future. It has been noticed properly, so anyone that would like to attend will be able to. Mr. Russell stated the biggest thing is to make sure people understand this is about the downtown redevelopment and this is their chance to have their opinions heard. Mrs. Tanner stated Heather and Mr. Maxwell have been working on distributing the flyer and it is posted on social media. Discussion ensued.

Mrs. Malloy, citizen, stated she does community outreach and some of the streets toward Wausau are dirt and there are a lot of crevices that tear up your vehicle. Mr. Russell stated it depends on if it’s a city road, the city is responsible and if it’s a county road, the county is responsible. He stated if it’s close to Wausau it would be in the county. No further discussion.

There was no other business.

M. ADJOURN

The meeting was adjourned by Mayor Pro-Tem Russell at 7:11 p.m.

Attest:

Tracy L. Andrews, Mayor

Sherry Snell,
City Clerk

| Tracking Number | Timestamp | Email Address | Legal Service Requested | Summary of Request | Date Submitted | Response Deadline | Contact Name | Supporting Documentation for Request | MBJ Reviewed | Notes | Status |
|-----------------|--------------------|-----------------------------|---|--|----------------|-------------------|-----------------|---|--------------|-----------------------------|----------|
| 24-001 | 1/3/2024 9:08:04 | tdonjuan@cityofchipley.com | Request for Formal Written Opinion to City Council | We spoke the other day about the new business coming in downtown that will be selling alcoholic beverages and will be having food trucks. They are wanting to apply for alcoholic beverage license 8COP this is typically the license type for a restaurant. On the application the zoning officer is required to sign off for zoning. Would there be any issues if the City approved and signed off on this establishment. | 1/3/2024 | 1/9/2024 | Tamara Donjuan | | 3/13/2024 | Sent memo to TD | Complete |
| 24-002 | 1/18/2024 12:52:31 | sthompson@cityofchipley.com | Request for Memo to Administration/Staff (Legal Research) | Are skateboards allowed on City sidewalks and public areas where not prohibited. Florida Statute 316.2065(9) & (11) basically indicate that Skateboarders are pedestrians and may use the sidewalk and/or crosswalk to cross the roadway. Attorney General Opinion Number: AGO 98-15, reflects same statutes and same opinion. City Ordinance: Sec. 34-87 Bicycles, etc... prohibited. states: No person shall ride a bicycle, tricycle or velocipede, or other such vehicle or toy over or upon any public sidewalk within the city. Does a skateboard fall into the category of "other such vehicle or toy"? | 1/18/2024 | 1/23/2024 | Scott Thompson | https://drive.google.com/open?id=1qbl0SeH9Nsg8LP4owU3sOw3Z8gZ3_R6l | 1/19/2024 | Sent memo to CST | Complete |
| 24-003 | 1/30/2024 10:28:48 | director@washcomall.com | Draft Document | Draft resolution for CRA budget amendment | 1/30/2024 | 2/1/2024 | Michael Maxwell | | 1/30/2024 | Sent resolution to MM | Complete |
| 24-004 | 1/30/2024 10:29:24 | director@washcomall.com | Draft Document | Draft Council resolution adopting Business Mentoring Program | 1/30/2024 | 2/1/2024 | Michael Maxwell | | 1/30/2024 | Sent draft resolution to MM | Complete |
| 24-005 | 2/20/2024 9:49:25 | tdonjuan@cityofchipley.com | Document/Contract Review | I explained to the developer about a P&Z and city council approval would be needed because the property is located in our CDD. I never told him that he would have to rezone. He states that the new law that he does not have to conduct the review can you help on this and let me know if he is still required to go thru with the development procedures, we have for the CDD. I have will forward you the email. It will not attach correctly. | 2/20/2024 | 2/29/2024 | Tamara Donjuan | | 2/20/2024 | Sent memo to TD | Complete |
| 24-006 | 4/12/2024 15:13:27 | tdonjuan@cityofchipley.com | Document/Contract Review | Public records request for liens for 777 West Blvd has been made. I will attach the order and case. The order only addresses one owner not both not sure if that matters. The wife stated she was not notified. | 4/12/2024 | 4/18/2024 | Tamara Donjuan | https://drive.google.com/open?id=1VuY_PDuZOPOQHVVxtFSkfvvTtk8ab_N , https://drive.google.com/open?id=1TcJimVDjvyiQo7xnmwQbLLMMqfntPyb | 4/15/2024 | Sent memo to TD | Complete |
| 24-007 | 4/22/2024 10:00:00 | PTanner@cityofchipley.com | Document/Contract Review | Harden Lane - Verizon Land Lease | 4/22/2024 | 5/8/2024 | Patrice Tanner | https://drive.google.com/open?id=1tJUzZUpse4sMdfG18LjzOrqDbEB5K35F | 4/30/2024 | Pending draft | PENDING |

COC: Current Litigation

as of February 27, 2023

Section F, Item 1.

| Attorney | Case Name | Court Judge Docket No. | Description | Outside Counsel | Parties | Opposing Counsel | Lit Hold? (Y/N) | Case Status |
|-----------------|---|---|--|---|---|------------------|-----------------|---|
| Goldhagen, Matt | COC v Annie Holmes | Court: Washington Co. - Circuit Civil Case No. 2023-CA-07 Judge: Christopher Patterson Magistrate Judge: N/A | Foreclosure of Code Enforcement Lien / N. Church Ave. | Matt Goldhagen Blankenship Jordan P.A. 1512 Highway 90 Chipley, FL 32428 matt@blankenshipjordanpa.com (850) 638-9693 | Plaintiff(s): City of Chipley Defendant(s): Annie Holmes Third Parties: N/A | | N | 1/13/23 - Complaint filed & Summons Issued. Waiting on USPS PO Box Request to come back with Street Address for Service of Complaint & Summons. 2/14/23 Sent Summons & Complaint to Sheriff for service upon Defendant. 4/10/23 - Waiting for ROS from Sherrif. 5/11/23-Receive Return of Non Service. 6/26/23 -Waiting on service by Publication due being unable to serve Annie Holmes. 7/26/23 - Proof of Publication for 7/12/23 & 7/19/23 filed. Waiting for Proof of Publication for 7/26/23 & 8/2/23. 8/18/23 - Filed Notice of Filing Affidavit of Publications. 8/22/23 - Clerk's default entered. Need to file Motion to Default Judgment & schedule hearing. 9/20/23 - Filed Notice of Substitution of Counsel. 12/22/23 - File Motion for Default Judgment. 3/4/24 - Motion for Final Default Jdgmt being reviewed by MJG. |
| Goldhagen, Matt | COC v Jeremie & Carlie Peters et al | Court: Washington Co. - County Civil Case No. 2023-CC-41 Judge: Frederick Peel Magistrate Judge: N/A | Foreclosure of Code Enforcement Lien / 1471 S. Railroad Ave. | Matt Goldhagen Blankenship Jordan P.A. 1512 Highway 90 Chipley, FL 32428 matt@blankenshipjordanpa.com (850) 638-9694 | Plaintiff(s): City of Chipley Defendant(s): Jeremie Peters, Carlie Petres, Kathy J. Warrington n/k/a Kathy Hartzog, John E. Hartzog, & Fareoffercashnow, Inc. Third Parties: N/A | | N | 1/13/23 - Complaint drafted & awaiting attorney's review. 3/20/23 - Followed up w/Atty re: file complaint. 4/21/23 Follow up w/Atty re filing Complaint and other pleadings. 5/1/23 - Complaint, Notice of Lis Pendens & Notice of Appearance filed w/Court. 6/23/23 - waiting on returns of service. 7/26/23 - Fair Offer served on 7/20/23 & 8/9/23 Answer due deadline calendared. Kathy & John Hartzog served of 7/26/23 & 8/15/23 Answer due deadline calendared. Return of Non-Service filed on 7/26/23 for Carlie Peters, may reside in Destin. 8/25/23 - Still awaiting service upon Carlie Peters and Jeremie Peters. 9/20/23 - Filed Notice of Substitution of Counsel. 11/30/23 - No answers filed. 3/4/24 - need to Motion for Clerk Default. |
| Goldhagen, Matt | COC v. Estate of Joseph R. Ledlow et al | Court: Washington Co. - Circuit Civil Case No. 2023-CA-59 Judge: Christopher Patterson Magistrate Judge: N/A | Foreclosure of Code Enforcement Lien / 1278 Holley Ave. & 492 2nd Street | Matt Goldhagen Blankenship Jordan P.A. 1512 Highway 90 Chipley, FL 32428 matt@blankenshipjordanpa.com (850) 638-9695 | Plaintiff(s): City of Chipley Defendant(s): Estate of Joseph R. Ledlow a/k/a Joseph R. Ledlow, Deceased; All Heirs, Beneficiaries, Devisees, Legatees, Spouses & Creditors of Joseph R. Ledlow a/k/a Joseph R. Ledlow, Deceased Third Parties: N/A | | N | 1/13/23 - Complaint drafted & awaiting attorney's review. 3/20/23 - Followed up w/Atty re: file complaint. 4/21/23 Follow up w/Atty re filing Complaint and other pleadings. 4/28/23 - Complaint, Notice of Lis Pendens & Notice of Appearance filed w/Court. Waiting for service by Publication. 7/26/23 - Publications scheduled for 7/26/23, 8/2/23, 8/9/23, & 8/16/23. 8/18/23 - Filed Notice of Filing Affidavit of Publications. Need to file Motion to Appoint Admin Alitem. 9/20/23 - Filed Notice of Substitution of Counsel. 11/15/23 - Received a second recorded Order. Waiting for title work. Will amend the complaint to include new lien. 12/22/23 - Appoint Ad. Litem & Amend complaint to include 492 2nd Street CE Lien. 2/23/24 - Filed Amended Complaint and Motion to Appoint AAL and received Order appointing AAL. 3/25/24 Awaiting AAL report. |

COC: Current Litigation

as of February 27, 2023

Section F, Item 1.

| | | | | | | | | |
|-----------------|--|---|--|---|---|--|---|---|
| Goldhagen, Matt | COC v. Estate of Mary C. MyDosh et al. | Court: Washington Co. - County Civil Case No. 2023-CC-39 Judge: Frederick Peel Magistrate Judge: N/A | Foreclosure of Code Enforcement Lien / 589 Main Street & 592 Main Street | Matt Goldhagen Blankenship Jordan P.A. 1512 Highway 90 Chipley, FL 32428 matt@blankenshipjordanpa.com (850) 638-9697 | Plaintiff(s): City of Chipley Defendant(s): Estate of Mary C. Mydosh a/k/a Mary Mydosh a/k/a Marh Carmella Davis; Charles Smejkal, Jr.; All Heirs, Beneficiaries, Devisees, Legatees, Spouses & Creditors of Mary C. Mydosh a/k/a Mary Mydosh a/k/a Marh Carmella Davis, Deceased Third Parties: N/A | | N | 2/9/23 - Requested Title Complaint, Summons, Notice of Action, Notice of Lis Pendens, Affidavit of Const. Service, Notice of Appearance and emailed to JAM for review. 4/28/23 - Complaint, Notice of Lis Pendens & Notice of Appearance filed w/Court. Waiting on service. 6/23/23 - Waiting on service by publication. 7/26/23 - Waiting on Return of Service for Smejkal & proof of publications (publications are scheduled for 7/26/23, 8/2/23, 8/9/23, & 8/16/23. 8/18/23 - Filed Notice of Filing Affidavit of Publications. Need to file Motion for Clerk's Default & Appoint Admin Alitem. 9/20/23 - Filed Notice of Substitution of Counsel. 11/30/23 - In process of getting admin ad litem/attorney ad litem appointed. 12/22/23 - Drop Count I of Complaint & Appoint Ad. Litem. 1/3/24. Amended Complaint to drop Count I & file Motion to Appoint AAL. 1/5/24 - Received Order Appointing AAL - Kristi Novonglosky. Waiting to receive AAL report. |
| Goldhagen, Matt | COC v. Nancy Elizabeth White | Court: Washington Co. Case No. N/A Judge: N/A Magistrate Judge: N/A | Foreclosure of Code Enforcement Lien / 737 Sinclair St. | Matt Goldhagen Blankenship Jordan P.A. 1512 Highway 90 Chipley, FL 32428 matt@blankenshipjordanpa.com (850) 638-9698 | Plaintiff(s): City of Chipley Defendant(s): Nancy Elizabeth White Third Parties: N/A | | N | 2/24/23 - Need to bring motion back to magistrate to enter an amended order that identifies both parcels (correct scrivener error). 3/20/23 - Tax deed sale scheduled. COC filed claim for surplus funds. 12/22/23 - Interpleader suit filed. |
| Goldhagen, Matt | COC v. Estate of Dennie Gilmore a/k/a Dennie Gilmore, Deceased et al | Court: Washington Co. - Circuit Civil Case No. 2023-CA-47 Judge: Christopher Patterson Magistrate Judge: N/A | Foreclosure of Code Enforcement Lien / 1209 Campbellton Ave | Matt Goldhagen Blankenship Jordan P.A. 1512 Highway 90 Chipley, FL 32428 matt@blankenshipjordanpa.com (850) 638-9699 | Plaintiff(s): City of Chipley Defendant(s): Estate of Dennie Gilmore a/k/a Dennie Gilmore, Deceased; All Heirs, Beneficiaries, Devisees, Legatees, Spouses & Creditors of Dennie Gilmore a/k/a Dennie Gilmore, Deceased Third Parties: N/A | | N | 1/13/23 - Complaint drafted & awaiting attorney's review. 3/20/23 - Followed up w/Atty re: file complaint. 4/10/23 Notarized Aff. Const. Service. File Complaint, Summons, NOA & NOLis Pendens. Notice of Action in Foreclosure publication is currently running and will be complete on 5/10/23. Answer to complaint due May 19. 6/23/23 - Drafting motion to appoint administrator ad litem for estate. 9/20/23 - Filed Notice of Substitution of Counsel. 11/30/23 - In process of getting admin ad litem/attorney ad litem appointed. 1/3/24 - File Motion to Appoint AAL. 1/5/24 - Received Order Appointing AAL - Kristi Novonglosky. Waiting to receive AAL report. |
| Goldhagen, Matt | COC v. Estate of Martha Pippin | Court: Washington Co. Case No. Judge: Magistrate Judge: | Foreclosure of Code Enforcement Lien / 777 West Boulevard & 499 Martin Luther King Drive | Matt Goldhagen Blankenship Jordan P.A. 1512 Highway 90 Chipley, FL 32428 matt@blankenshipjordanpa.com (850) 638-9700 | Plaintiff(s): City of Chipley Defendant(s): Estate of Martha D. Deal Pippin; Michael Brian Tylor; Amanda Taylor Third Parties: N/A | | Y | 5/17/23 - Possible Homestead property. 3/4/24 - Review title work. |
| Goldhagen, Matt | COC v. Richard Barrentine | Court: Washington Co. Case No. Judge: Magistrate Judge: | Foreclosure of Code Enforcement Lien / 1219 Johnson Avenue | Matt Goldhagen Blankenship Jordan P.A. 1512 Highway 90 Chipley, FL 32428 matt@blankenshipjordanpa.com (850) 638-9701 | Plaintiff(s): City of Chipley Defendant(s): Richard Barrentine and Diana Barrentine Third Parties: | | y | 4/28/23 - Waiting for recorded lien. 8/28/23 - received title work. 9/8/23 - Title work shows mortgage foreclosure suit filed. Researching whether junior lien foreclosure or intervene in existing foreclosure suit to claim surplus funds. 12/22/23 - Moratorium until May. |
| Goldhagen, Matt | COC v. Sandra Brewer | Court: Washington Co. Case No. Judge: Magistrate Judge: | Foreclosure of Code Enforcement Lien / 746 West Blvd. | Matt Goldhagen Blankenship Jordan P.A. 1512 Highway 90 Chipley, FL 32428 matt@blankenshipjordanpa.com (850) 638-9703 | Plaintiff(s): City of Chipley Defendant(s): Sandra Brewer and Implusive Expressions, LLC Third Parties: | | N | 4/12/23 - Lien recorded. 8/25/23 - Waiting for title work. 3/4/24 - Receive title work & need to draft Complaint. |

COC: Current Litigation

as of February 27, 2023

Section F, Item 1.

| | | | | | | | |
|-----------------|--------------------------|--|---|--|---|---|---|
| Goldhagen, Matt | COC v. Stephanie Broxton | <p>Court: Washington Co. - Circuit Civil Case No. 2023-CA-86 Judge: Christopher Patterson Magistrate Judge: N/A</p> | Appeal of Code Enforcement Lien / 653 Bennett Drive | <p>Matt Goldhagen Blankenship Jordan P.A. 1512 Highway 90 Chipley, FL 32428 matt@blankenshipjordanpa.com (850) 638-9706</p> | <p>Plaintiff(s): City of Chipley Defendant(s): Stephanie Broxton Third Parties:</p> | N | <p>6/22/23 - Order finding Violation. 30 day waiting period for appeal. Broxton filed appeal 31 days after Order. COC filed Motion to Dismiss. 8/22/23 - Judge denied Motion to Dismiss. 10/26/23 - Order dismissing appeal due to Appellant's failure to file the required brief. 12/22/23 - Waiting on direction from Council - CRA grant received.</p> |
| Goldhagen, Matt | COC v. Joshua Deans | <p>Court: Washington Co. Case No. Judge: Magistrate Judge:</p> | Foreclosure of Code Enforcement Lien / 745-763 1st Street | <p>Matt Goldhagen Blankenship Jordan P.A. 1512 Highway 90 Chipley, FL 32428 matt@blankenshipjordanpa.com (850) 638-9707</p> | <p>Plaintiff(s): City of Chipley Defendant(s): Joshua Deans and Jeremy Deans Third Parties:</p> | N | <p>6/22/23 - Order finding Violation. 30 day waiting period for appeal. 9/25/23 - Waiting for title work.</p> |
| Goldhagen, Matt | COC v. Latonia Mckinnie | <p>Court: Washington Co. Case No. Judge: Magistrate Judge:</p> | Foreclosure of Code Enforcement Lien / 1167 6th Street | <p>Matt Goldhagen Blankenship Jordan P.A. 1512 Highway 90 Chipley, FL 32428 matt@blankenshipjordanpa.com (850) 638-9708</p> | <p>Plaintiff(s): City of Chipley Defendant(s): Latonia Mckinnie Third Parties:</p> | N | <p>6/22/23 - Order finding Violation. 30 day waiting period for appeal. 11/15/23 - Received recorded order. Waiting for title work. 12/22/23 - Follow up w/TD re: magistrate.</p> |
| Goldhagen, Matt | Lora Bell v. COC | <p>Court: Washington Co. - Circuit Civil Case No. 2023-CA-77 Judge: Christopher Patterson Magistrate Judge: N/A</p> | Interpleader Complaint / 737 Sinclair Street | <p>Matt Goldhagen Blankenship Jordan P.A. 1512 Highway 90 Chipley, FL 32428 matt@blankenshipjordanpa.com (850) 638-9709</p> | <p>Plaintiff(s): Hon. Lora Bell, Clerk of Court Defendant(s): City of Chipley, Nancy E. White, Amy K. Hill, William M. Hill, Andrew H. Hill, Tina M. Hill, Monica N. Hill, Christina Hill, and Teannah Hill Third Parties: N/A</p> | N | <p>7/18/23 COC served with Complaint. Answer filed 8/9/23. 9/20/23 - Filed Notice of Substitution of Counsel. 11/17/23 - Clerk filed motion for interpleader. Hearing hasn't been scheduled due to all parties not being personally served. 1/23/24 Hrg on Bell's Motion for Judgment of Interpleader scheduled for 1/30/24. 2/26/24 - Hearing on Motion for Interpleader heard on 1/30/24 & Order granting Motion was entered on 1/31/24. 3/16/24 Regions filed motion for final order & schedule hrg for 6/3/24. 3/18/24 - MJG drafting MSJ. 4/15/24 - MSJ filed. Hrg set for 6/3/24.</p> |
| Goldhagen, Matt | CPD v. Nipul Metha | <p>Court: Washington Co. - Circuit Civil Case No. 2023-CA-85 Judge: Christopher Patterson Magistrate Judge: N/A</p> | Forfeiture | <p>Matt Goldhagen Blankenship Jordan P.A. 1512 Highway 90 Chipley, FL 32428 matt@blankenshipjordanpa.com (850) 638-9710</p> | <p>Plaintiff(s): Chipley Police Department Defendant(s): Nipul Metha, Atul Modi, and Nitya, Inc. d/b/a Gas Mart/77 Gas Mart Third Parties: N/A</p> | N | <p>8/4/23 - Petition for Final Order of Forfeiture filed with the Court. 8/9/23 - Atul Modi and Gas Mart served with Petition & Summons. 8/25/23 - Serve Nipul Metha. 1/29/24 File Motion for Prob. Cause. 2/23/24 Metha served. Modi filed statement w/Court.</p> |
| Goldhagen, Matt | | <p>Court: Washington Co. - Case No. Judge: Magistrate Judge:</p> | Foreclosure of Code Enforcement Lien / 5871 7th Street | <p>Matt Goldhagen Blankenship Jordan P.A. 1512 Highway 90 Chipley, FL 32428 matt@blankenshipjordanpa.com (850) 638-9689</p> | <p>Plaintiff(s): City of Chipley Defendant(s): [DEFENDANT] Third Parties: [THIRD PARTIES]</p> | N | <p>12/22/23 - Special Magistrate to amend order to correct address.</p> |
| Goldhagen, Matt | COC v. Terry Davis | <p>Court: Washington Co. - Case No. Judge: Magistrate Judge:</p> | Foreclosure of Code Enforcement Lien / 504 MLK Drive | <p>Matt Goldhagen Blankenship Jordan P.A. 1512 Highway 90 Chipley, FL 32428 matt@blankenshipjordanpa.com (850) 638-9689</p> | <p>Plaintiff(s): City of Chipley Defendant(s): Terry Davis Third Parties: [THIRD PARTIES]</p> | N | <p>3/4/25 Rcv title work & draft complaint.</p> |

COC: Current Litigation

as of February 27, 2023

Section F, Item 1.

| | | | | | | | | |
|-----------------|---------------------------------|---|---|---|---|---|---|---|
| Goldhagen, Matt | COC v. Edith Juanita Hogan | Court: Washington Co. - Case No. Judge: Magistrate Judge: | Foreclosure of Code Enforcement Lien / 737 Pecan Street | Matt Goldhagen Blankenship Jordan P.A. 1512 Highway 90 Chipley, FL 32428 matt@blankenshipjordanpa.com (850) 638-9689 | Plaintiff(s): City of Chipley Defendant(s): Edith Juanita Hogan, Third Parties: [THIRD PARTIES] | | N | 3/4/24 MJB to follow-up with TD. |
| Goldhagen, Matt | COC v. Thelma Wood | Court: Washington Co. - Case No. Judge: Magistrate Judge: | Foreclosure of Code Enforcement Lien / 771 Pecan Street | Matt Goldhagen Blankenship Jordan P.A. 1512 Highway 90 Chipley, FL 32428 matt@blankenshipjordanpa.com (850) 638-9689 | Plaintiff(s): City of Chipley Defendant(s): Thelma Wood Third Parties: [THIRD PARTIES] | | Y | 3/4/24 Title Work ordered. 3/14/24 Hold - per TD owner is trying to comply. |
| Goldhagen, Matt | COC v. Pamela Moore et. al. | Court: Washington Co. - Case No. Judge: Magistrate Judge: | Foreclosure of Code Enforcement Lien / 869 Chesnut Hill | Matt Goldhagen Blankenship Jordan P.A. 1512 Highway 90 Chipley, FL 32428 matt@blankenshipjordanpa.com (850) 638-9689 | Plaintiff(s): City of Chipley Defendant(s): Pamela Moore, David A. Marshall Third Parties: [THIRD PARTIES] | | N | 3/4/24 Title Work ordered. |
| Goldhagen, Matt | Chipley Course, LLC v. COC | Court: Washington Co. - Circuit Civil Case No. 2023-CA-123 Judge: Timothy Register Magistrate Judge: N/A | Breach of Contract - Dec. Judgment | Matt Goldhagen Blankenship Jordan P.A. 1512 Highway 90 Chipley, FL 32428 matt@blankenshipjordanpa.com (850) 638-9689 | Plaintiff(s): Chipley Course, LLC Defendant(s): City of Chipley Third Parties: N/A | Mitch Dever, Esq. FL Bar No. 0939730 PO Box 9811 Panama City Beach, FL 32417 (850) 234-7677 mitchdever@comcast.net | N | 12/22/23 - Prepare Complaint re: dec. relief. 1/25/24 Receive Amended Complaint from Chipley Gulf Course. Draft Answer to Amended Complaint and Counterclaim for Declaratory Relief. 2/7/24 COC filed an Answer and Counterclaim. 3/19/24 Responded to CGC's discovery request. Send discovery to CGC. Depo of P. Tanner scheduled for 4/23/24. |
| Goldhagen, Matt | Godfrey Environmental | Court: Washington Co. - Case No. Judge: Magistrate Judge: | Godfrey Environmental | Matt Goldhagen Blankenship Jordan P.A. 1512 Highway 90 Chipley, FL 32428 matt@blankenshipjordanpa.com (850) 638-9689 | Plaintiff(s): [PLAINTIFF] Defendant(s): [DEFENDANT] Third Parties: [THIRD PARTIES] | | N | 12/22/23 - Monitor. Dismissed w/o prejudice |
| Goldhagen, Matt | COC v. Gwuan Reed | Court: Washington Co. - Case No. Judge: Magistrate Judge: | Code Enforcement Violation / 618 Bennett Dr. & 618 9th St | Matt Goldhagen Blankenship Jordan P.A. 1512 Highway 90 Chipley, FL 32428 matt@blankenshipjordanpa.com (850) 638-9688 | Plaintiff(s): [PLAINTIFF] Defendant(s): [DEFENDANT] Third Parties: [THIRD PARTIES] | [ATTORNEY'S NAME] [LAW FIRM] [ADDRESS] [E-MAIL] [PHONE NO.] | Y | 4/24/24 - Code enforcement hearing. Awaiting CE Order. |
| Goldhagen, Matt | COC v. Winston & Tammy Robinson | Court: Washington Co. - Case No. Judge: Magistrate Judge: | Code Enforcement Violation / 617 9th Street, 1385 Warren Ave. | Matt Goldhagen Blankenship Jordan P.A. 1512 Highway 90 Chipley, FL 32428 matt@blankenshipjordanpa.com (850) 638-9689 | Plaintiff(s): [PLAINTIFF] Defendant(s): [DEFENDANT] Third Parties: [THIRD PARTIES] | [ATTORNEY'S NAME] [LAW FIRM] [ADDRESS] [E-MAIL] [PHONE NO.] | Y | 4/24/24 - Code enforcement hearing. Awaiting CE Order. |

COC: Current Litigation

as of February 27, 2023

Section F, Item 1.

| | | | | | | | | |
|-----------------|---------------------------------------|--|--|---|---|---|---|--|
| Goldhagen, Matt | COC v. Rosemary S. Jones | Court: Washington Co. - Case No. Judge: Magistrate Judge: | Code Enforcement Violation / 792 Peach Street | Matt Goldhagen Blankenship Jordan P.A. 1512 Highway 90 Chipley, FL 32428 matt@blankenshipjordanpa.com (850) 638-9690 | Plaintiff(s): [PLAINTIFF] Defendant(s): [DEFENDANT] [Third Parties: [THIRD PARTIES]] | [ATTORNEY'S NAME] [LAW FIRM] [ADDRESS] [E-MAIL] [PHONE NO.] | Y | 4/24/24 - Code enforcement hearing. Awaiting CE Order. |
| Goldhagen, Matt | COC v. David L. Roulhac | Court: Washington Co. - Case No. Judge: Magistrate Judge: | Code Enforcement Violation / 566 MLK Dr. | Matt Goldhagen Blankenship Jordan P.A. 1512 Highway 90 Chipley, FL 32428 matt@blankenshipjordanpa.com (850) 638-9691 | Plaintiff(s): [PLAINTIFF] Defendant(s): [DEFENDANT] [Third Parties: [THIRD PARTIES]] | [ATTORNEY'S NAME] [LAW FIRM] [ADDRESS] [E-MAIL] [PHONE NO.] | Y | 4/24/24 - Code enforcement hearing. Awaiting CE Order. |
| Goldhagen, Matt | COC v. Sherwood Apts LRD | Court: Washington Co. - Case No. Judge: Magistrate Judge: | Code Enforcement Violation / 900 S. Eastern Loop | Matt Goldhagen Blankenship Jordan P.A. 1512 Highway 90 Chipley, FL 32428 matt@blankenshipjordanpa.com (850) 638-9692 | Plaintiff(s): [PLAINTIFF] Defendant(s): [DEFENDANT] [Third Parties: [THIRD PARTIES]] | [ATTORNEY'S NAME] [LAW FIRM] [ADDRESS] [E-MAIL] [PHONE NO.] | Y | 4/24/24 - Code enforcement hearing. Awaiting CE Order. |
| Goldhagen, Matt | COC v. Adrian Speed & Arie L. Carthon | Court: Washington Co. - Case No. Judge: Magistrate Judge: | Code Enforcement Violation / 598 Bennett Dr. | Matt Goldhagen Blankenship Jordan P.A. 1512 Highway 90 Chipley, FL 32428 matt@blankenshipjordanpa.com (850) 638-9693 | Plaintiff(s): [PLAINTIFF] Defendant(s): [DEFENDANT] [Third Parties: [THIRD PARTIES]] | [ATTORNEY'S NAME] [LAW FIRM] [ADDRESS] [E-MAIL] [PHONE NO.] | Y | 4/24/24 - Code enforcement hearing. Awaiting CE Order. |



P.O. Box 457 – 672 5th Street
Chipley, FL 32428
850.638.4157 – director@washcomall.com

Chipley Redevelopment Agency May 2024 Report to Chipley City Council

- I. The CRA Board of Directors met on Tuesday, April 16, 2024.
- 1.2 The Board of Directors approved a request from Billy and Brittany Wright, to complete their project at 1329 & 1333 South Railroad by Monday, July 1, 2024.
- 1.3 The Board tabled a Demolition Assistance grant request for 1233 & 1235 Church Ave. pending further information needed on deeds for the two properties.
- 1.4 The Board approved a “standard package” for upgrading the CRA portion of the City’s website. The initial cost will be \$2993 with a recurring annual fee of \$813.
- 1.5 The Board discussed a grant opportunity through T-Mobile called “Main Street America – Investing Big in Small Towns”. The grant could be up to \$50,000 and has a deadline for application of June 30. The Board will finalize ideas for this opportunity at the May meeting.
- 1.6 The Board discussed membership for Heather Lopez. The City Website shows Heather’s term expiring in May, 2025 however we received a notice from the City that Heather’s term expires in May, 2024. A. Wiwi made a motion to recommend Heather stay on the CRA for another term, A. Grantham 2nd, motion carried.
- II. Fiscal Year 2024 Grants Status – See Attached
- IV. Loan Balances as of 4.30.2024 – See Attached
- IV. Account Balances as of 4.30.2024 – See Attached
- V. The next CRA Meeting is scheduled for Tuesday, May 21, 2024, at 3:30 PM.

Respectfully submitted by

Michael D. Maxwell
Executive Director

City of Chipley
Chipley Redevelopment Agency
FY 2024 Grant Summary

| <u>Grant Number</u> | <u>Grantee</u> | <u>Property Address</u> | <u>Type of Grant</u> | <u>Date Approved</u> | <u>Amount Approved</u> |
|---------------------|-----------------|-------------------------|-------------------------|----------------------|------------------------|
| 01-2024 | Sheri Graham | 709 7th Street | Interior Improvement | 10.17.2023 | \$ 12,000.00 |
| 02-2024 | Stephanie Lee | 653 Bennett Drive | Demolition Assistance | 10.17.2023 | \$ 2,250.00 |
| 03-2024 | Keisha Williams | 1367A South Railroad | Interior Improvement | 11.14.2023 | \$ 10,856.00 |
| 04-2024 | Sheri Graham | 709 7th Street | Exterior Improvement | 11.14.2023 | \$ 14,714.00 |
| 05-2024 | Sheri Graham | 709 7th Street | Demolition Assistance | 11.14.2023 | \$ 9,825.00 |
| 06-2024 | Sheri Graham | 709 7th Street | Exterior Infrastructure | 11.14.2023 | \$ 3,000.00 |
| 07-2024 | Mickey Knapp | 1342 N. Railroad | Exterior Improvement | 12.19.2023 | \$ 20,000.00 |
| 08-2024 | Josh Landry | 814 Main Street | Exterior Improvement | 2.8.2024 | \$ 25,103.46 |
| 09-2024 | Rena Harrell | 808 Main Street | Exterior Improvement | 2.8.2024 | \$ 16,170.00 |
| | | | | | <u>\$ 113,918.46</u> |

City of Chipley
Community Redevelopment Agency
Revolving Loan Acitivity
Fiscal Year 2023-2024

Section F, Item2.

| Name | Loan Balance As of 10/01/23 | New Loans (10/01/23-04/30/24) | Principal Paid (10/01/23-04/30/24) | Balance As of 04/30/24 |
|-------------------------------------|--------------------------------|----------------------------------|---------------------------------------|---------------------------|
| Jerusalem Baptist Church (03/02/17) | 4,292.19 | 0.00 | 1,495.56 | 2,796.63 |
| Sister's Southern Charm (11/20/18) | 10,499.31 | 0.00 | 1,487.47 | 9,011.84 |
| Leanne and John Pedraja (07/18/19) | 9,839.01 | 0.00 | 2,406.94 | 7,432.07 |
| Cynthia H. Brown (02/10/22) | 15,717.43 | 0.00 | 1,380.79 | 14,336.64 |
| Tiffany Hitchcock (04/12/22) | 16,174.62 | 0.00 | 1,606.90 | 14,567.72 |
| Rachel & James Jenkins (05/27/22) | 8,201.58 | 0.00 | 802.00 | 7,399.58 |
| Brittany & James Wright (10/19/23) | 20,000.00 | 0.00 | 1,337.42 | 18,662.58 |
| Totals | \$ 84,724.14 | \$ - | \$ 10,517.08 | \$ 74,207.06 |

| Monthly Payment Due | |
|--------------------------|-----------------|
| Jerusalem Baptist Church | 255.35 |
| Sister's Southern Charm | 262.02 |
| Leanne and John Pedraja | 255.35 |
| Cynthia H. Brown | 255.37 |
| Tiffany Hitchcock | 255.37 |
| Rachel & James Jenkins | 127.67 |
| Brittany & James Wright | 255.37 |
| \$ | 1,666.50 |



City of Chipley

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

May 13, 2024

Chipley Redevelopment Agency
Post Office Box 457
Chipley, Florida 32428

Dear Mr. Maxwell:

The Chipley Redevelopment Agency bank accounts have the following balances as of April 30, 2024:

| <u>Account Name</u> | <u>SBA Account</u> | <u>Checking Account</u> | <u>Total Amount</u> |
|---------------------|------------------------|-------------------------|------------------------|
| CRA Trust Escrow | \$ 96,682.01 | \$ 1,110.19 | \$ 97,792.20 |
| CRA Trust Fund | 204,656.18 | 33,221.47 | 237,877.65 |
| CRA Revolving Loan | <u>62,105.16</u> | <u>37,432.66</u> | <u>99,537.82</u> |
| Total | \$ 363,443.35 ===== | \$ 71,764.32 ===== | \$ 435,207.67 ===== |

If you have any questions or if you should need additional information, please contact me at the number listed above or by email at ptanner@cityofchipley.com.

Sincerely,

Patrice A. Tanner
City Administrator



Chipley Fire Department

April 2024 Monthly Activity Report

From: Hunter Aycock, Fire Chief

| Type of Call | March | April | For the Year of 2023 - 2024 | | |
|---------------------------------|--------|--------|-----------------------------|------------|----|
| | Totals | Totals | Total Calls | Responders | |
| Structure Fires | 2 | 3 | Structure Fires | 21 | 11 |
| Vehicle Fires | 3 | 2 | Vehicle Fires | 12 | 10 |
| Wild land Fires | 1 | 3 | Wild Land Fires | 25 | 10 |
| Fire Alarms | 2 | 0 | Fire Alarms | 30 | 7 |
| Meeting (Business & Training) | 2 | 2 | Meetings | 16 | 16 |
| MVA (Traffic Crashes) | 6 | 8 | Sig 4 (Traffic Crashes) | 37 | 12 |
| First Responder | 0 | 1 | First Responder | 1 | 9 |
| Public Service Calls: | 3 | 5 | Public Service Calls: | 46 | 10 |
| | | | Average Response | | 11 |
| Total # of calls for the month: | 19 | 24 | Total Calls: | 193 | |
| Total # of calls in the City: | 9 | 9 | Total City calls: | 95 | |
| Total # of calls in the County: | 10 | 15 | Total County calls: | 86 | |
| Total # of Mutual Aids: | 1 | 4 | Total Mutual Aids: | 13 | |
| Total # of Meetings: | 2 | 2 | Total Meetings: | 16 | |

Hydrant painting is complete
 Visual progress on communications tower
 New Engine 2 is in service



City of Chipley

CODE ENFORCEMENT

1442 Jackson Avenue

P.O. Box 1007

Chipley, Florida 32428

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



Section F, Item 4.

April 2024

1. Total Active Cases: 33

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

a. Public Nuisance: 122

- Junk, Trash, Overgrown Lots and Debris: **55**
- Building/Structure Violations: **16**
- Junk Cars: **3**
- Fence Violations: **3**
- 911 Addressing Violations: **1**
- RV, Vehicle, Outbuilding used for residential living: **0**
- Zoning Violations (to include Signage): **1**
- Garbage Container Violations: **0**
- Substantial Diminution of Value of property: **23**
- Property Maintenance: **20**
- Permit Violations: **0**
- Pitbull Registration Violation: **0**
- Utilities Violation: **0**

2. New cases opened this month: 40

3. Properties Posted this month: 6

4. Cases brought before this month's Special Magistrate: 9

- 900 South Eastern Loop
- 1385 Warren Avenue
- 566 Martin Luther King Drive
- 792 Peach Street
- 618 9th Street
- 618 Bennett Drive
- 617 9th Street
- 598 Bennett Drive
- 777 West Boulevard

5. Citations written this month: 0**6. Cases Closed this Month: 31**

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

a. 13 of these closed cases are from previous months.

b. Public Nuisance: 55

- Junk, Trash, Overgrown Lots and Debris: 37
- Building/Structure Violations: 2
- Junk Cars: 1
- Fence Violations: 0
- 911 Addressing Violations: 0
- RV, Vehicle, Outbuilding used for residential living: 0
- Zoning Violations (to include Signage): 0
- Garbage Container Violations: 2
- Swimming Pool Violations: 0
- Property Maintenance: 13
- Permit Violations: 0
- Pitbull Registration Violation: 0
- Utilities Violation: 0

9. Code Enforcement Verification: 7

1. 1332 Main Street
2. 1403 Jackson Avenue
3. 1138 Main Street
4. 803 Main Street
5. 1329 Main Street
6. 1067 Main Street
7. 1203 Old Bonifay Road

10. Pit bull Registration: 0**11. Properties with Active Liens: 15**

1. 1209 Campbellton Avenue 08/05/2020 Sent to attorney.
2. 1278 Holley Avenue (Two Liens) 08/05/2020 & 08/26/2022 Sent to attorney.
3. 1471 S. Railroad Avenue 07/11/2022 Sent to attorney.
4. Church Avenue 07/11/2022 Sent to attorney.
5. 592 Main Street 09/19/2022 Sent to attorney.
6. 777 West Boulevard 01/09/2023 Sent to attorney.
7. 499 Martin Luther King Drive 01/09/2023 Sent to attorney.
8. 746 West Boulevard 4/12/2023 Sent to attorney.
9. 1214 Johnson Avenue 05/08/2023 Sent to attorney.
10. 1167 6th Avenue 8/10/2023 Sent to attorney.
11. 492 2nd Street 8/10/2023 Sent to attorney.

12. 504 Martin Luther King Drive 11/21/23 Sent to attorney.
13. 771 Pecan Street 12/4/23 Sent to attorney.
14. 869 Chesnut Hill Street 12/4/23 Sent to attorney.
15. 737 Pecan Street 1/11/24 Sent to attorney.

Case Report

04/01/2023 - 04/30/2024

| Case Date | Owner Name | Parcel # | Parcel Address | Description | Main Status |
|-----------|---|-----------------------|-----------------------|--|-------------|
| 4/30/2024 | NORTHWEST EQUITY GROUP LLC | 00000000-00-1812-0001 | 1220 SOUTH BLVD | Excessive grass, weeds, vegetation, no 911 address, fence in need of repair. | Active |
| 4/30/2024 | ROSIAH BAKER % HABITAT FOR HUMANITY | 00000000-00-2901-0003 | 1277 MORRIS AVE | Excessive grass, weeds, and vegetation | Active |
| 4/30/2024 | ERNEST GASKINS ESTATE & ETAL DUVAL GASKINS ESTATE % WANDA F GASKINS DIXON | 00000000-00-1225-0000 | 1226 COGGIN AVE | Excessive grass, weeds, vegetation | Active |
| 4/30/2024 | TAMELA S MORRIS | 00000000-00-1138-0000 | 711 ORANGE ST | Excessive grass, weeds, and vegetation | Active |
| 4/29/2024 | MOLLIE E TYUS / GLENDA COX | 00000000-00-2169-0000 | 855 EARL ST | Excessive grass, weeds, vegetation | Active |
| 4/29/2024 | KIMBERLY L PATTERSON | 00000000-00-2115-0002 | 829 FALLING WATERS RD | Excessive grass, weeds, and vegetation | Active |
| 4/29/2024 | HARDING R DOUGLAS / BILLY R SMITH JR | 00000000-00-1830-0000 | 941 MAIN ST | Excessive grass, weeds, and vegetation | Active |
| 4/29/2024 | GARRETT CONST OF NW FL LLC/GUY DOUGLAS GARRETT | 00000000-00-1869-0000 | 880 MAIN ST | Excessive grass, weeds, and vegetation, disrepair | Active |

| | | | | | |
|-----------|--------------------------------------|-----------------------|---------------------------|---|--------|
| 4/23/2024 | CHRISTOPHER & KRYSTAL WHITE | 00000000-00-2944-0000 | 1257 PLUM AVE | Excessive grass, weeds, and vegetation | Active |
| 4/23/2024 | SHIRLEY S & GERALD J HAVILAND ESTATE | 00000000-00-2856-0000 | 497 MARTIN LUTHER KING DR | Excessive grass, weeds, and vegetation | Active |
| 4/23/2024 | HOLT KIRBY | 00000000-00-2947-0000 | 506 MAIN ST | Excessive grass, weeds, and vegetation | Active |
| 4/22/2024 | Kirby Holt | 00000000-00-2950-0001 | Main St | Excessive grass, weeds, and vegetation | Active |
| 4/18/2024 | SAMUEL E & MAKAELA CHASON | 00000000-00-2865-0000 | 543 2ND ST | Excessive grass, weeds, and vegetation | Active |
| 4/17/2024 | 842 RATTLEBOX ROAD / AGENT | 00000000-00-2087-0000 | 8TH ST | Excessive grass, weeds, and vegetation | Active |
| 4/15/2024 | PATRICIA PYLES & ERIC PYLES ESTATE | 00000000-00-2889-0001 | 507 4TH ST | Excessive grass, weeds, vegetation, abandoned materials | Active |
| 4/15/2024 | SCOTTY BURGESS & CHARLENE L BUTLER | 00000000-00-2899-0000 | 513 5TH ST | Excessive grass, weeds, vegetaion, trash, rubbish | Active |
| 4/11/2024 | WILLIAM HARRISON | 00000000-00-1993-0000 | 1400 FORREST AVE | Abandoned vehicles, rubbish, abandoned materials, and excessive grass, weeds, and vegetation. | Active |
| 4/9/2024 | CABEEAFL LLC % SHERRI WADE | 00000000-00-2879-0002 | 541 5TH ST | Rubbish, excessive grass, weeds, vegetation | Active |
| 4/8/2024 | CHERRY E & AUBURN E HALL | 00000000-00-1490-0000 | 1324 COGGIN AVE | Disrepair, Tree Debris | Active |

| | | | | | |
|-----------|--|-----------------------|---------------------------|--|--------|
| 4/5/2024 | COMM WORKERS OF AMERICA LOCAL 3103 | 00000000-00-1601-0000 | 679 3RD ST | Excessive grass, weeds, vegetation | Active |
| 4/1/2024 | AMANDA M HUDSON | 00000000-00-2167-0001 | 833 FALLING WATERS RD | Home Occupation Violation | Active |
| 3/26/2024 | NA'M SAMAL HAYES | 00000000-00-1391-0000 | 1233 CHURCH AVE | Disrepair | Active |
| 3/26/2024 | DONNA HAYES-AUSTIN | 00000000-00-1392-0000 | 1235 CHURCH AVE | Disrepair | Active |
| 3/26/2024 | JANEL CATHERINE MARUSIAK ESTATE | 00000000-00-2832-0000 | 578 7TH ST | Excessive grass, weeds, vegetation. | Active |
| 3/13/2024 | MICHAEL A & KATHERINE M WALKER & ETAL | 00000000-00-1334-0000 | 1284 CHURCH AVE | Disrepair, abandoned materials, junk | Active |
| 3/6/2024 | LINDA A DAVIS | 00000000-00-1209-0000 | 617 9TH ST | Fence Height, junk vehicle | Active |
| 3/6/2024 | GWUAN REED | 00000000-00-1227-0000 | 618 9TH ST | Fence, rubbish, trash, abandoned materails | Active |
| 3/1/2024 | ROSEMARY S JONES & ETAL % EUNICE COHEN & E SHACKELFORD | 00000000-00-1168-0000 | 792 PEACH ST | Disrepair | Active |
| 2/28/2024 | GWUAN REED | 00000000-00-1212-0000 | 618 BENNETT DR | 911 address / abandoned materials, junk, trash | Active |
| 2/23/2024 | DAVID LORENZO ROULHAC | 00000000-00-2682-0000 | 566 MARTIN LUTHER KING DR | Abandoned materials, junk, trash | Active |
| 2/21/2024 | ADRIAN SPEED AND ARIE LEE CARTHON | 00000000-00-2708-0000 | 598 BENNETT DR | Disrepair | Active |

| | | | | | |
|------------|--|-----------------------|------------------------|------------------------|--------|
| 1/18/2024 | SHERWOOD APTS LTD % CARVER ENTERPRISES / AGENT | 00000000-00-2218-0025 | 900 SOUTH EASTERN LOOP | Disrepair Structure | Active |
| 11/16/2023 | WINSTON S & TAMMY ROBINSON | 00000000-00-2961-0000 | 1385 WARREN AVE | Structure in Disrepair | Active |
| | | | | | |

Total Records: 33

5/1/2024

Monthly Closed Cases

04/01/2024 - 04/30/2024

| Case Date | Owner Name | Parcel # | Parcel Address | Description | Last Status Change Date | Main Status |
|-----------|---|-----------------------|---------------------------|---|-------------------------|-------------|
| 4/23/2024 | SYLVIA B DARLING ESTATE AKA SYLVIA BROWN WRIGHT EST | 00000000-00-2751-0000 | 1250 CAMPBELLTON AVE | Excessive grass, weeds, and vegetation | 4/29/2024 | Closed Case |
| 4/23/2024 | GOSHEN @ MAIN STREET LLC /PS 37 PROPERTIES LLC | 00000000-00-1280-0000 | 761 MAIN ST | Excessive grass, weeds, and vegetation | 4/29/2024 | Closed Case |
| 4/22/2024 | ANNIE J HOLMES | 00000000-00-1047-0005 | 692 DEERMONT CIR | Excessive grass, weeds, and vegetation | 4/29/2024 | Closed Case |
| 4/17/2024 | MICHAEL JONES | 00000000-00-2821-0000 | 581 7TH ST | Excessive grass, weeds, and vegetation | 4/22/2024 | Closed Case |
| 4/15/2024 | BARBARA MCNEIL | 00000000-00-2736-0001 | 580 4TH ST | Excessive grass, weeds, vegetation | 4/22/2024 | Closed Case |
| 4/15/2024 | DEKKER RONALD J & LINDA D | 00000000-00-2956-0000 | 465 2ND ST | Excessive grass, weeds, and vegetation | 4/18/2024 | Closed Case |
| 4/11/2024 | JERRY W FEARS & ETAL % JULILEE CONWAY | 00000000-00-2944-0001 | 454 MARTIN LUTHER KING DR | Excessive grass, weeds, and vegetation | 4/15/2024 | Closed Case |
| 4/11/2024 | DEREK CARMICHAEL AND CHAD CARMICHAEL | 00000000-00-2195-0010 | 871 2ND ST | Garbage container, excessive grass, weeds, and vegetation | 4/22/2024 | Closed Case |
| 4/9/2024 | CURTIS A & SHARON L CARTER | 00000000-00-2910-0000 | 538 5TH ST | Rubbish, excessive grass, weeds, vegetation | 4/15/2024 | Closed Case |
| 4/8/2024 | SHELLEY V SARMIENTO | 00000000-00-1491-0000 | 1322 COGGIN AVE | Excessive grass, weeds, and vegetation | 4/29/2024 | Closed Case |

| | | | | | | |
|-----------|--|-----------------------|---------------------------|---|-----------|-------------|
| 4/5/2024 | DOROTHY HARPER ESTATE % QUEEN FUNDERBURG | 00000000-00-2811-0000 | 758 GLENWOOD AVE | Excessive grass, weeds, vegetation | 4/22/2024 | Closed Case |
| 4/5/2024 | SHARON RENE HARRELL | 00000000-00-2763-0000 | 601 7TH ST | Excessive grass, weeds, vegetation | 4/15/2024 | Closed Case |
| 4/5/2024 | Dania Schwerert | 00000000-00-2161-0000 | 8th St | Excessive grass, weeds, vegetation | 4/15/2024 | Closed Case |
| 4/5/2024 | WALLACE IRVIN SMITH ESTATE & HEIRS | 00000000-00-2162-0004 | 1203 JOHNSON AVE | Excessive grass, weeds, vegetation | 4/19/2024 | Closed Case |
| 4/5/2024 | WALLACE IRVIN SMITH ESTATE & HEIRS | 00000000-00-2162-0000 | 1213 JOHNSON AVE | Excessive grass, weeds, vegetation | 4/19/2024 | Closed Case |
| 4/2/2024 | L & M Dreams LLC / Agent Joseph Georges | 00000000-00-1283-0000 | 598 MARTIN LUTHER KING DR | Excessive grass, weeds, vegetation, rubbish, trash, abandoned materials, garbage container. | 4/9/2024 | Closed Case |
| 4/2/2024 | W ONEAL SHACKELFORD % MARTHA R BELL | 00000000-00-1293-0000 | 603 MARTIN LUTHER KING DR | Excessive grass, weeds, vegetation, rubbish, trash, abandoned materials. | 4/16/2024 | Closed Case |
| 4/2/2024 | SIMONA W BEARD AKA WILLIAMS | 00000000-00-1220-0000 | 581 MARTIN LUTHER KING DR | Excessive grass, weeds, and vegetation | 4/8/2024 | Closed Case |
| 3/27/2024 | STANLEY A & SHELIA H JONES | 00000000-00-1784-0001 | 794 2ND ST | Rubbish, excessive grass, weeds, and vegetation | 4/1/2024 | Closed Case |
| 3/27/2024 | JASON & LACEY BYRD | 00000000-00-1781-0000 | 1356 ESTELLE AVE | Excessive grass, weeds, and vegetation | 4/1/2024 | Closed Case |
| 3/27/2024 | DONALD L & IRMHILD E SELLERS | 00000000-00-1921-0000 | 739 4TH ST | Excessive grass, weeds, vegetation, RV Living | 4/1/2024 | Closed Case |

| | | | | | | |
|------------|----------------------------------|-----------------------|---------------------------|--|-----------|-------------|
| 3/27/2024 | JERMAINE BAKER | 00000000-00-1884-0000 | 741 5TH ST | Disrepair and excessive grass, weeds, and vegetation | 4/24/2024 | Closed Case |
| 3/26/2024 | ERIC D & AMBER K IVEY | 00000000-00-2195-0018 | 841 3RD ST | Rubbish, excessive grass, weeds, vegetation | 4/2/2024 | Closed Case |
| 3/26/2024 | SPEARMAN JAMES | 00000000-00-2955-0001 | 2ND ST | Excessive grass, weeds, and vegetation | 4/2/2024 | Closed Case |
| 3/21/2024 | JASON REYES | 00000000-00-1787-0000 | 1343 ESTELLE AVE | Junk Vehicle | 4/12/2024 | Closed Case |
| 3/21/2024 | JOHN BLEDSOE | 00000000-00-2871-0000 | 511 2ND ST | Junk Vehicle, excessive grass, vegetation, disrepair | 4/1/2024 | Closed Case |
| 3/21/2024 | CLAYTON BAILEY & ETAL JACK RIDER | 00000000-00-2842-0000 | 579 MAIN ST | Excessive weeds and vegetation | 4/1/2024 | Closed Case |
| 3/21/2024 | WILLIAM CLAYTON BAILEY | 00000000-00-2843-0000 | 577 MAIN ST | Excessive weeds and vegetation | 4/1/2024 | Closed Case |
| 3/21/2024 | JAMES SPEARMAN | 00000000-00-2838-0000 | 603 MAIN ST | No 911 Address/Excessive grass, weeds, junk, trash | 4/1/2024 | Closed Case |
| 3/6/2024 | VIVIAN MORRIS | 00000000-00-2814-0000 | 500 MARTIN LUTHER KING DR | Shed in need of repair | 4/24/2024 | Closed Case |
| 12/29/2023 | WASHINGTON COUNTY/JEFF MASSEY | 00000000-00-2891-0000 | 1292 MORRIS AVE | Structure in disrepair, excessive grass, weeds, and vegetation | 4/17/2024 | Closed Case |
| | | | | | | |

Total Records: 31

5/1/2024



**CITY OF CHIPLEY
PLANNING & ZONING REPORT
FOR THE MONTH OF APRIL 2024**



TO: City Council
FROM: Tamara Donjuan – Planning Officer
DATE: May 1, 2024

(1) Land Use Compliance Certificates: 7

- 1 – 706 3rd Street – Roof Installation
- 2 – Carlisle Road – New Construction
- 3 – 536 5th Street – Shed
- 4 – 1511 Main Street – Porch Enclosure
- 5 – Hwy 90 / Hwy 77 – Traffic Signals
- 6 – 814 Main Street – Roof Replacement
- 7 – 1403 Main Street – Electrical

(2) Tree Removal Permits: 1

- 1 – Iona Street – Utilities Obstruction

(3) Demolition Permits: 0

(4) Zoning Changes: 0

(5) Planning and Zoning Hearing: 0

(6) Signage Permit: 2

- 1 – 1338 South Blvd
- 2 – 1260 Jackson Avenue 1

(7) Site Plan Reviews: 1

- 1 – Carlisle Road – New Construction

(8) Development Orders: 1

- 1 – Carlisle Road – New Construction

(9) Request to Site Manufactured Home Unit: 0

(10) Request for Certificate of Appropriateness: 0

(11) Construction Permits: 0

(12) Zoning Verifications: 2

- 1 – 803 Main Street
- 2 – 1067 Main Street

(13) Solicitor Permit: 2

- 1 – 1610 Main Street
- 2 – 1621 Main Street

(14) Alcoholic Beverages and Tobacco: 0

Permit Report

04/01/2024 - 04/30/2024

| Permit # | Permit Type | Permit Type | Permit Type | Applicant Name | Description | Land Use Designation | Owner Name | Parcel # | Parcel Address | Flood Zone | Main Status |
|----------|-------------|-------------|-------------|----------------|-------------|----------------------|------------|----------|----------------|------------|-------------|
|----------|-------------|-------------|-------------|----------------|-------------|----------------------|------------|----------|----------------|------------|-------------|

Group: Business License

| | | | | | | | | | | | |
|-----|------------------|--|--|---------------------------|------------------|---------------------|--------------------|-----------------------|--------------|----|--------|
| 585 | Business License | | | Law Office of Chris Scott | Business License | Commercial | CHRISTOPHER SCOTT | 00000000-00-2096-0000 | 1067 MAIN ST | No | Closed |
| 582 | Business License | | | 1901On Main LLC | Business License | Historic Commercial | AYERS PROPERTY LLC | 00000000-00-1368-0000 | 803 MAIN ST | No | Closed |

Group Total: 2

Group: Development Order

| | | | | | | | | | | | |
|-----|-------------------|---------------------|------------------|--------------|-------------------------|------------|------------------------|-----------------------|-------------|----|--------|
| 575 | Development Order | Land Use Compliance | Site Plan Review | Kyle Contini | Medical Office Building | Commercial | KYLE & REBEKAH CONTINI | 00000000-00-2218-0001 | CARLISLE RD | No | Closed |
|-----|-------------------|---------------------|------------------|--------------|-------------------------|------------|------------------------|-----------------------|-------------|----|--------|

Group Total: 1

Group: Land Use Compliance

| | | | | | | | | | | | |
|-----|---------------------|--|--|------------------------|---------------------------|---------------------|----------------------|-----------------------|------------------|----|--------|
| 590 | Land Use Compliance | | | LKC Investment LLC | Electrical | Commercial | LKC Investments LLC | 00000000-00-2218-0030 | 1403 Main St | No | Closed |
| 589 | Land Use Compliance | | | Joshua Landry | Roof Replacement | Historic Commercial | CENTRAL ALUMINUM INC | 00000000-00-1362-0000 | 814 MAIN ST | No | Closed |
| 588 | Land Use Compliance | | | FDOT | Traffic Signal/Electrical | Commercial | | | Hwy 90 / Hwy 77 | No | Closed |
| 587 | Land Use Compliance | | | Cancun's Mexican Grill | Enclose Porch | Commercial | Jason Reyes | 00000000-00-2325-0004 | 1511 Main Street | No | Closed |

| | | | | | | | | | | | |
|-----|---------------------|--|--|---------------|-------------------|-------------------------|------------------------------|-----------------------|------------|----|--------|
| 583 | Land Use Compliance | | | Michael Quade | Shed | Low Density Residential | MICHAEL ALLEN & ASHLEY QUADE | 00000000-00-2909-0000 | 536 5TH ST | No | Closed |
| 578 | Land Use Compliance | | | James Cain | Roof Installation | Historical Residential | JAMES F & LINDA K CAIN | 00000000-00-1672-0000 | 706 3RD ST | No | Closed |

Group Total: 6

Group: Sign

| | | | | | | | | | | | |
|-----|------|--|--|------------|-------------------|--------------------------------|-------------------|-----------------------|-----------------------|----|--------|
| 580 | Sign | | | Trish Duce | Temporary signage | Historic Commercial | CITY OF CHIPLEY | 00000000-00-1453-0000 | 1260 JACKSON AVE | No | Closed |
| 579 | Sign | | | Kurt Sims | Signage | Public/Semi-Public/Educational | WASHINGTON COUNTY | 00000000-00-1778-0001 | 1334 (1338)SOUTH BLVD | No | Closed |

Group Total: 2

Group: Solicitor

| | | | | | | | | | | | |
|-----|-----------|--|--|---------------------|--------------------|------------|--------------------------|-----------------------|--------------|----|--------|
| 586 | Solicitor | | | Laura Martin | Solicitor's Permit | Commercial | WAL-MART STORES EAST LP | 00000000-00-2336-0000 | 1621 MAIN ST | No | Closed |
| 581 | Solicitor | | | Roger D Williams Jr | Solicitor's Permit | Commercial | DHS CHIPLEY VENTURES LLC | 00000000-00-2340-0002 | 1610 MAIN ST | No | Closed |

Group Total: 2

Group: Tree Removal

| | | | | | | | | | | | |
|-----|--------------|--|--|------------------|--------------|-------------------------|--|--|-------------|----|--------|
| 584 | Tree Removal | | | City of Chipley1 | Tree Removal | Low Density Residential | | | Iona Street | No | Closed |
|-----|--------------|--|--|------------------|--------------|-------------------------|--|--|-------------|----|--------|

Group Total: 1



SCOTT THOMPSON, Chief of Police

Chipley Police Department City of Chipley, Florida
1430 JACKSON AVENUE, • P.O. BOX 1007 • CHIPLEY, FLORIDA 32428
PHONE (850) 638-6310 • FAX (850) 638-6327

MONTHLY ACTIVITY REPORT April 1 to April 30, 2024

| OFFENSE | NUMBER |
|---------------------|---------------|
| INFORMATION | 2 |
| WARRANT SERVICE | 12 |
| TRAFFIC STOP | 2 |
| SUSPICIOUS INCIDENT | 1 |
| SUSPICIOUS VEHICLE | 1 |
| BAKER ACT | 5 |
| DISTRUBANCE | 3 |
| HIT AND RUN | 1 |
| CRIMINAL MISCHIEF | 1 |
| VEHICLE ACCIDENT | 1 |
| ABANDONED PROPERTY | 1 |
| DECEASED PERSON | 1 |
| BATTERY DOMESTIC | 1 |
| BATTERY | 4 |
| CIVIL ISSUE | 1 |
| THEFT | 7 |
| TRESPASSING | 0 |
| SEX OFFENSE | 0 |
| DRUG CASE | 6 |
| COUNTERFEIT MONEY | 0 |
| MARCHMAN ACT | 0 |
| ANIMAL COMPLAINT | 2 |
| ANIMAL BITE | 1 |
| FRAUD | 2 |
| STOLEN VEHICLE | 0 |
| MISSING JUVENILE | 0 |
| KIDNAPPING | 1 |
| WELFARE CHECK | 1 |
| SUICIDE | 1 |
| SUICIDE THREATS | 1 |
| AGG ASSAULT | 3 |
| DWLSR | 2 |
| FORGERY | 1 |
| | 65 |



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TOTALS

| | <u>MAR</u> <u>(LAST MONTH)</u> | <u>APRIL</u> <u>(THIS MONTH)</u> |
|-------------------|-----------------------------------|-------------------------------------|
| TRAFFIC CITATIONS | 23 | 20 |
| TRAFFIC WARNINGS | 170 | 198 |
| TRAFFIC CRASHES | 09 | 16 |

April 1 to April 30, 2024

Traffic Crash Summary

| <u>Date</u> | <u>Time</u> | <u>Road</u> | <u>Closest Crossroad</u> | <u>Intersection</u> | <u>Form</u> |
|-------------|-------------|--------------|--------------------------|--------------------------|-------------|
| 04/03 | 0230pm | HWY 77 | CNTY RD 280 | Not Intersection Related | Short |
| 04/03 | 0545pm | HWY 77 | CNTY RD 273 | Not Intersection Related | Short |
| 04/04 | 400pm | 1621 Main St | Parking Lot | Not Intersection Related | Long |
| 04/04 | 0422pm | 1623 Main St | Parking Lot | Not Intersection Related | Short |
| 04/05 | 1214pm | HWY 77 | GIBSON AVE | Not Intersection Related | Short |



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1430 JACKSON AVENUE, • P.O. BOX 1007 • CHIPLEY, FLORIDA 32428
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| | | | | | |
|-------|--------|--------------------|-------------|--------------------------|-------|
| 04/06 | 0410pm | HWY 77 | CHURCH AVE | Intersection Related | Long |
| 04/05 | 1214PM | HWY 77 | GIBSON AVE | Not Intersection Related | Short |
| 04/11 | 0820PM | CNTY RD 280 | HWY 77 | Not Intersection Related | Short |
| 04/12 | 0100PM | 1291 MAIN ST | Parking Lot | Not Intersection Related | Short |
| 04/13 | 0910AM | HWY 77 | US 90 | Not Intersection Related | Short |
| 04/16 | 1223PM | 3 RD ST | PINE AVE | Not Intersection Related | Long |
| 04/17 | 0244PM | HWY 77 | CNTY RD 280 | Intersection Related | Short |
| 04/20 | 1214PM | 1621 Main St | Parking Lot | Not Intersection Related | Short |
| 04/21 | 1055AM | CNTY RD 166 | HWY 77 | Not Intersection Related | Short |
| 04/25 | 0404PM | HWY 77 | CNTY RD 280 | Intersection Related | Short |
| 04/28 | 0115PM | 631 Hideaway DR | | Not Intersection Related | Short |



City of Chipley

Public Works Office APRIL Activity Report From: Guy Lane



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

Bldg. Maintenance

Routine checks of all city buildings/Routine weekly checks of all flags, cleaning of all parks, removing trash and cleaning and stocking bathrooms/Routine monthly checks of all traffic signals, crosswalks and playground equipment at parks/Escorted Cross Country Exterminators to city buildings for monthly sprayings/Removed trash from Glenwood Cemetery weekly/Removed trash downtown twice weekly/Verified cemetery plots for City Hall twice for the month/Sprayed ant poison at City Hall/Put city id numbers on new Public Works equipment & vehicles/Met customers at Glenwood Cemetery to pick out plots/Put new door locks on the bathrooms at the Farmer's Market/Took down big USA flag twice during the month for inclement weather conditions/Lowered flags to half staff per Governor's order/Replaced back door lock at Public Works/Went to Dothan to pick up repaired USA flags/Replaced 8 LED bulbs in the foreman's room at Public Works/Oiled the deposit drawer at the drive-thru at City Hall/Painted the bases on the antique street lamps and put new screws in all the electrical cover plates on the poles/Hung pictures and took down old sign board at City Hall/Replaced the timer at the Chamber of Commerce Office/Fixed gutters at Gilmore Park.

Street

Mowed city right of ways/Maintained ditches/Sign maintenance/Equipment maintenance/Maintained streets, sidewalks, and driveways/Special pickups/Limb & leaf pickup/Took out and repoured sidewalks at City Hall/Cleaned parks/Cleaned and restocked bathrooms at the Farmer's Market/Tore out and installed driveway pipe on MLK and poured mitered ends/Edged sidewalks in Wards 3 & 4/Mowed ditches and right of ways with mini-x/Cleaned ditches with excavator/Cut down and cleaned up tree on Iona Stret/Cut low hanging limbs in all Wards/Patched potholes in all Wards/Assisted Building Maintenance at City Hall/Checked out fall ditches during rain event.

Gas

Locate Tickets (58)/Gas calls (4)/New Service (0)/Pressure test (0)/Replaced meter sets (1)/Pulled inactive meters (1)/Replaced gas warning signs (1)/Service Availability request (1)/Abandonments (2)/Performed rectifier and field odorization test/Performed valve maintenance/Took C.P. readings/Perform atmospheric corrosion/Changed gas charts 4 times for the month/Gas Connects (1)/Gas Disconnects (1)/Assisted Water Department with water leak on 2nd St. and Hwy. 90/Assisted boring crews spotting lines at 2nd Street & Hwy. 90 and at Hwy. 77 & Hwy. 90 for 7 days/Cleaned Public Works breakroom for the month/Replaced gas valve box at Sinclair Street and Hwy. 90/Hauled dirt to gas trench at Hwy. 77 at Community South Credit Union location/Worked on meter set at Kate Smith Elementary School/Inspection at 633 3rd Street for the natural gas rebate program/Installed new warning sign at Gas Regulator Station/Animal Complaints (0)/Cats Impounded (6)/Dogs Impounded (14)/Dead animal pick-up (5)/Dog bites (1).

Water

Water Connects (28)/Water Disconnects (28)/ Re-reads (858)/Doorknockers (30)/Non-Payment Disconnects (50)/Non-Payment Reconnects (30)/Replaced meter boxes (1)/Replaced meter box lids (0)/Hydrant meter sets (2)/Locates (33)/Service leaks (16)/After-hours service leaks (0)/Water main breaks (2)/Service availability request (0)/Water taps (0)/Monitored boring crew at Hwy. 90 & 2nd Street/Assisted Parks & Recreation Department with cleaning leaves off fence and repairing a leaking toilet at Jim Trawick Park/Checked the Fire Department for a water leak, no leak found; replaced register on water meter/Repaired fire hydrant on Oak Avenue/Replaced hydraulic line on excavator/Checked pole barn at Public Works for a water leak, found toilet stuck/GPR lines with bore crew at Hwy. 77 & Hwy. 90/Replaced the water meter at Super 8 Motel/Pulled water meter and abandoned service at 1224 Harrison Avenue/Mowed grass around water towers/Pulled water meter at 749 7th Street/Passed out Lead & Copper information letters to schools, hospital, and daycares/753 Gilbert Drive reports water smelling bad; checked water and found no problems/Flushed and pressure tested line at 1403 Main Street; tested good/Pulled water meter at 835 Orange Hill Road due to house demo/Checked the irrigation at the NW/Corner of N. RR Avenue and Hwy. 77/Tied 2" bore in crossing creek on Hwy. 90 at Community South Credit Union.

City of Chipley



RECREATION DEPT.

1442 Jackson Avenue

P.O. Box 1007

Chipley, Florida 32428

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

Recreation Department

Report for April 2024

1. Held Opening Day Ceremony on April 4th.
2. Started Baseball/Softball/T-Ball Season.
3. Finished bathroom construction/repairs.
4. Field Maintenance.
5. Gym maintenance
6. Splashpad Maintenance.
7. Grounds and Janitorial Maintenance.



City of Chipley

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

May 1, 2024

Water Utilities Department Report for April 2024

To: City Council and Administrator

Wastewater Treatment Facility: The analytical results of the Wastewater Reclamation Facility for the month of March 2024 show no violations. We have not received all the results from April 2024, but what have received show no violations. Continuing to plot sewer lines and cleanouts in diamond maps.

Lift Stations: Work underway at Jon Teal and Vo-Tech lift station to place generators. Cut grass. Routine inspections.

Water Wells: The bacteriological samples for the month of April 2024 passed. Check generators weekly. Cut grass.

Spray Field: Routine inspections. Cut grass. Cut grass at ole spray fields (Davison and Ind. Park)

Locates: 59

Work orders: 8

Sewer Stoppages: 6

Abonnement Sewer Lateral: 1

Replace Clean Out Caps: 4

Sewer Taps: 0

Replace/Repair Sewer Lateral: 0

Development Order: 3

Install Clean Out Boxes: 3

Replace Clean Outs: 0

Repair Sewer Main: 0

Manhole rain guards installed: 1

Demolition Order: 1

Recorded Rainfall for the month: 3.72 inches

Jimmy Cook
Water Utilities Director

City of Chipley

1442 Jackson Avenue
 Post Office Box 1007
 Chipley, Florida 32428

(850) 638-6350 Fax: (850) 638-6353

TO: Mayor and Council
 City Administrator

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

DATE: May 8, 2024

SUBJECT: Finance Office Report – April 2024

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

| | <u>March</u> | <u>April</u> |
|--|-------------------|-------------------|
| Number of utility bills for the normal billing cycle | 2,017 | 2,022 |
| Number of new accounts opened during the month | 32 | 26 |
| Number of accounts closed during the month | 25 | 21 |
| Number of accounts transferred during the month | 3 | 7 |
| Credit Card Payments at Counter/By Phone | 372 | 299 |
| Credit Card/E-check Payments Online | 266 | 408 |
| Issued Work Orders | 105 | 148 |
| Issued Availability of Service Forms | 1 | 4 |
| Issued Business Tax Licenses | 9 | 4 |
| Purchase Orders Issued | 150(\$178,979.12) | 142(\$109,219.47) |
| Accounts Payable Checks Issued | 170(\$605,019.70) | 207(\$471,167.00) |

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

| | | |
|---|---------------|---------------|
| Number of customers with delinquent accounts | 336(03/18/24) | 364(04/17/24) |
| Door knockers and telephone calls made to customers | 47 | 62 |
| Number of customers with delinquent accounts | 137(04/01/24) | 125(04/30/24) |
| Actual disconnection of services for the month | 48 | 30 |

Disconnects began on April 30, 2024.

Other Information:

1. We are continuing to work on FY 2022-2023 audit, which will be completed prior to June 30, 2024.
2. We are working toward a Purchasing Card Program for city purchases. We have reached out to local banks to see if they offer a P-Card Program, and we are working with them to discuss their program offerings and see what will work best for the city. We plan to finalize and bring the policy for the Purchasing Card Program to the Council in June and have the program in place and in use no later than July.
3. We are continuing to work with Wheeler EMC, Inc. on Hurricane Michael, Hurricane Sally and ARPA funding paperwork. We hope to have Hurricane Sally closed out in the next few months.
4. We are working with ADG on a work order program that will benefit us by allowing most work orders to be computer generated instead of handwritten, which will speed up the process as well as be more efficient.

have a few minor details to work-out on this program prior to going live in June.

Section F, Item 10.

5. We have been working with ADG on a backflow program that will benefit the City Hall and Public Works Departments in tracking annual backflow certifications. We have a few minor items to finalize, and we should be going live with this program in June.

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

**City of Chipley
Schedule of Projects**

Section F, Item 11.

| Federal or State Agency | Agreement Number | Type of Work | CSFA Number | Funding Amount | Agreement Effective Date | Agreement End Date |
|--|--|---|----------------------|--|--------------------------|--------------------|
| Chipley Downtown Redevelopment Plan Florida Department of Commerce, Community Planning Technical Assistance Grant | P0501 | Planning | 40.024 | \$ 50,000 | 07/01/23 | 07/31/24 |
| Project: This funding will be used to develop a Downtown Redevelopment Master Plan for the CRA District. The first Public Meeting was held on Thursday, April 11, 2024 with quite a few citizens and business owners in attendance. The second Public Meeting was held on Tuesday, May 7, 2024 with a few citizens and business owners in attendance. These meetings seem to be bringing the input the city needs in order to move this plan forward. | | | | | | |
| Chipley Stormwater Drainage Study Florida Department of Commerce, Rural Infrastructure Fund | D0190 Project Consultant: Melvin Engineering | Planning | 40.042 | \$ 291,785 | 11/12/21 | 11/12/23 |
| Project: This funding will be used to do a city-wide drainage study and develop a Preliminary Engineering Report (PER) to include recommended mitigation actions, preliminary plans and proposed mitigation activity project costs. We have the Amendment No. 1 extending the grant to November 12, 2024. The engineers are currently working on the draft review of the PER, and should have it to the City in June/July 2024 timeframe for approval. | | | | | | |
| Chipley WW Effluent Disposal Project Florida Department of Environmental Protection, WW Treatment Facility Construction and United States Department of Agriculture Pass-through Florida Department of Agriculture and Consumer Services Waste Disposal Systems for Rural Comm. | WW670111 Series 2022 Bond Project Consultant: Mott MacDonald | Planning Engineering Construction | 37.077 10.760 | \$ 6,677,277 Loan/Grant \$ 7,841,000 Loan/Grant | 08/02/20 | 02/15/24 |
| Project: This funding was used to install sewer force main approximately 13 miles, build a new sprayfield at Pike Pond, relocate a force main to remove it from the Davidson Sprayfield and install a new liner in the reject pond at the WWTP. All work has been completed and we are moving forward with closing this project out with FDEP. | | | | | | |
| 2024 PHMSA Technical Assistance Grant U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration, Technical Assistance Grants | | Equipment Purchase | 20.710 | \$ 60,863 | | |
| Project: This funding has been applied for and if approved will purchase GIS Mapping software and contracting and combustible gas detection equipment. | | | | | | |

**City of Chipley
Schedule of Projects**

Section F, Item 11.

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

**City of Chipley
Schedule of Projects**

Section F, Item 11.

| Federal or State Agency | Agreement Number | Type of Work | CSFA Number | Funding Amount | Agreement Effective Date | Agreement End Date |
|---|--|---|-------------|---|--------------------------|--------------------|
| Chipley Lead Service Line Replacement Florida Department of Environmental Protection, Drinking Water State Revolving Fund | | Planning Engineering Construction Technical Services | | \$ 275,000 \$540,000 \$8,800,000 \$640,000 \$ 10,255,000.00 | | |
| <p>Project: This grant/loan funding will allow us to perform a system evaluation and compile a lead service line inventory by inspecting available records, creating a set of engineering plans and specification to assist in the construction of new service lines to replace the existing lead service lines Fund construction of the lead service line replacement based on the inventory and plans and specifications. The funding application was submitted in November 2023 for the Planning and Engineering phases of the project in the amount of \$815,000.00. We are currently working on the agreement documents.</p> | | | | | | |
| Shivers Park Project Florida Department of Environmental Protection, Florida Recreation Development Assistance Program (FRDAP) | Project Consultant: Fred Fox Enterprises | Development | 37.017 | \$ 200,000 | | |
| <p>Project: The City applied for this grant in September 2023 and we hope to have a funding answer by June/July 2024. If approved, this funding will be used to construct pickleball courts, an ADA playground and sidewalks to the new courts and playground, along with renovations to the existing parking lot, playground area, picnic pavilion and restrooms.</p> | | | | | | |
| Gilmore Park Project Florida Department of Environmental Protection, Florida Recreation Development Assistance Program (FRDAP) | Project Consultant: Fred Fox Enterprises | Development | 37.017 | \$ 50,000 | | |
| <p>Project: The City applied for this grant in September 2023 and we hope to have a funding answer by June/July 2024. If approved, this funding will be used to construct a new playground, picnic pavilion and security lighting, along with renovations to the existing playground, restrooms and parking lot.</p> | | | | | | |
| Old Chipley City Hall - Phase II Florida Department of State, Division of Historical Resources | | Planning | 45.031 | \$ 50,000 | | |
| <p>Project: This funding will be used to procure a consultant to do additional assessments to the building to include mold, electrical, mechanical and ADA recommendations. The architectural and structural assessments were completed in Phase I of this project. We are waiting on approval.</p> | | | | | | |
| <p>Website Redesign</p> | | | | | | |
| <p>Project: We are currently working on the ultimate redesign of our city website at no cost to the city. Our 2nd deliverable is due on 03/15/2024 and it will include photos for design, logos and branding materials and the Ultimate Design Discovery Form. The target date for the upgraded website to be up and running still stands at July 2024.</p> | | | | | | |

**City of Chipley
Schedule of Projects**

Section F, Item 11.

| Federal or State Agency | Agreement Number | Type of Work | CSFA Number | Funding Amount | Agreement Effective Date | Agreement End Date |
|--|---|--|----------------------|----------------------------------|--------------------------|--------------------------|
| 2023 Bulletproof Vest Program United States Department of Justice, Bureau of Justice Assistance, Bulletproof Vest Partnership | 2023 BVP | Bulletproof Vests | 16.607 | \$ 1,275 Match \$ 1,275 | 04/01/23 | 08/31/25 |
| Project: This funding will be used to purchase three (3) bulletproof vests. Bulletproof Vests have a life of five (5) years and then they are required to be replaced. This grant covers up to 50% of the cost of the vests. | | | | | | |
| Chipley Lift Station Generators Project Federal Emergency Management Association, Florida Division of Emergency Management and Florida Department of Commerce, Comm. Development Block Grant | H0767 M0143 Project Consultant: Wheeler EMC | Generators | 97.039 14.228 | \$ 117,520 Match \$ 38,561 | 10/12/21 07/25/22 | 07/31/24 12/31/24 |
| Project: This funding will be used to purchase one (1) generator for John Teal Lift Station and one (1) generator for Vo-Tech Lift Station. These generators will help during power outages related to hurricanes and prevent sewage spills. The estimated arrival date for the generators is June 2024. | | | | | | |
| NW Stormwater System Restoration U.S. Department of Housing & Urban Development Florida Department of Commerce, Community Development Block Grant | M0014 Project Consultant: Melvin Engineering | Administration Engineering Construction CEI | 14.228 | \$ 2,916,119 | 04/25/22 | 04/24/25 |
| Project: This funding will be used to clean, reshape and stabilize ditches, construct new lateral outfall ditches, and expand existing crossdrains in the Northeast section of the City. This will include new culverts and a major box culvert at Griffin Road. Project locations will be on or near the following: west of Griffin Road, Griffin Road, North and South Railroad Avenue, Old Bonifay Road, the corner of North Railroad Avenue and Rustin Drive, 1st Street, Watts Avenue, 2nd Street and Glenwood Avenue. The design is currently at 75% complete, with 90% completion by next week. | | | | | | |
| Washington County Industrial Park Project | | | | \$ 7,714,100.00 | | |
| Project: This is a joint effort between the County and the City to develop water, sewer and gas infrastructure, along with a roadway in the Washington County Industrial Park. | | | | | | |

**City of Chipley
Schedule of Projects**

Section F, Item 11.

| Federal or State Agency | Agreement Number | Type of Work | CSFA Number | Funding Amount | Agreement Effective Date | Agreement End Date |
|---|-------------------------|--|-------------|--|--------------------------|--------------------|
| City Hall Generator Federal Emergency Management Association, Florida Division of Emergency Management Project Consultant: Wheeler EMC | | Generator | 97.039 | \$ 126,000 | | |
| Project: The City applied for this funding in August 2023. If approved, it will provide a generator at City Hall for hurricane related power outages. FDEM has reached out to us and we are continuing to work on additional RFI's for this project. | | | | | | |
| Chipley Fire Truck and Equipment United States Department of Agriculture Pass-through Florida Department of Agriculture and Consumer Services Community Facilities Loan and Grant Program Project Consultant: SERCAP | Resolution No. 22-31 | Fire Pumper and Equipment | 10.766 | \$ 338,000 Loan/Grant \$ 330,000 ARPA Funds | | |
| Project: This funding will be used to purchase a new fire pumper apparatus and equipment to ready it for use. The truck has been ordered and is received, and we will be holding the Push-In Ceremony on May 14, 2024 at 7:30 p.m. The USDA bond closing will be held on May 21, 2024. | | | | | | |
| Chipley Mongoven Building U.S. Department of Housing & Urban Development Florida Department of Economic Opportunity, Community Development Block Grant Project Consultant: Melvin Engineering | M0041 | Engineering Construction CEI | 14.228 | \$ 852,800 | 04/14/22 | 04/14/25 |
| Project: This funding will be used to purchase the Mongoven Building property, demolish the building, and build a nice park area. The property has been purchased and the demolition bids have been received. The contract has been approved and the construction is currently at approximately 50% completion. | | | | | | |
| Chipley Peach Street Lift Station Improvements U.S. Department of Housing and Urban Development, Community Development Block Grant Project Consultant: Fred Fox Enterprises/Mott MacDonald | H2567 | Administration Engineering Construction CEI | 14.228 | \$ 700,000 ARPA Funds \$ 240,825 | 01/01/23 | 07/31/25 |
| Project: This funding will be used to replace the Peach Street Lift Station and if the funds are available also complete septic to sewer on 1st Avenue. This project is currently in the environmental review phase. | | | | | | |

**City of Chipley
Schedule of Projects**

Section F, Item 11.

| Federal or State Agency | Agreement Number | Type of Work | CFDA Number | Funding Amount | Agreement Effective Date | Agreement End Date |
|--|---|--|------------------|--|--------------------------|--------------------|
| Citywide Flooding Resiliency Improvements U.S. Department of Housing and Urban Development, Community Development Block Grants (CDBG-MIT) General Infrastructure Program | MT148 | Administration Engineering Construction CEI Project Consultant: Melvin Engineering | 14.228 | \$ 2,936,950 | 01/19/23 | 01/19/27 |
| Project: This funding will be used to clean, reshape and stabilize existing ditches, construct new lateral outfall ditches; restore and expand existing cross drains to ensure proper conveyance to the stormwater management facility. This project is currently in the surveying phase. | | | | | | |
| 2023 Reconnecting Communities Improvement Project U.S. Department of Transportation, Neighborhood Access and Equity | | Downtown Redevelopment Project Consultant: Metric Consulting | 20.205 | \$ 6,002,198.21 | | |
| Project: The City applied for this funding in September 2023. This project was not approved for funding but Metric Consulting is continuing to look for additional funding sources. | | | | | | |
| Public Works Building Solar Panel Project Florida Department of Agriculture & Consumer Services, Florida's Fiscally Constrained Energy Efficiency Program | 30764 | Construction Project Consultant: SERCAP | 81.041 | \$ 200,000.00 | | 09/30/25 |
| Project: This funding will be used to install a 40 kilowatt photovoltaic solar power system at the Public Works Building. The panels will be placed on the roof of the building. The contract with Alternative Energy Systems is 100% complete and FPL is currently working on installing a new bi-directional meter which will measure how much electricity flows into the location and how much is sold to the FPL grid. | | | | | | |
| Communications Tower Federal Emergency Management Association, Florida Division of Emergency Management, and ARPA Funds. | Z0890 Y5052 Project Consultant: Wheeler EMC | Construction | 97.036 21.027 | \$ 99,194.00 ARPA Funds \$ 264,214.00 Insurance Funds \$ 38,768.00 | | |
| Project: This funding will provide a new Communications Tower for the City. The project was advertised for bids and Council approved Sabre Communications to construct the new tower. The Environmental Surveys & Studies and the Geotechnical Report have been completed. The construction has started with the concrete pads being poured and tested and the tower beginning to be erected. | | | | | | |

**City of Chipley
Schedule of Projects**

Section F, Item 11.

| Federal or State Agency | Agreement Number | Type of Work | CFDA Number | Funding Amount | Agreement Effective Date | Agreement End Date |
|--|--|---------------------|---------------|----------------------|--------------------------|--------------------|
| <p>2023 PHMSA Infrastructure Grant U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration, Natural Gas Distribution Infrastructure Safety and Modernization Grant</p> | <p>Project Consultant: Florida Gas Utility</p> | <p>Construction</p> | <p>20.708</p> | <p>\$ 677,130.00</p> | | |
| <p>Project: This funding was applied for in August 2023. It will include gas main and service line replacement, retiring existing gas mains and service lines, and replacing inoperable valves. This project was not funded but we will be applying again.</p> | | | | | | |
| <p>Utility Kiosk</p> | | | | | | |
| <p>Project: We have reached out to companies about kiosks and we are currently working with our software provider to determine the best route for us to go in order to be able to make the most efficient use of the equipment we purchase. Some kiosks are compatible and some are not so we are working through that and will know more in the next 30 days. At that point a software interface will have to be completed.</p> | | | | | | |
| <p>Employee Performance Management System</p> | | | | | | |
| <p>Project: We currently have the new system in place and we are working toward finalizing the evaluation documents and settings in the system to be able to make the most efficient use of the program we purchased called NewGov Perform. We are currently on track to have it completed in order for evaluations to be done for all employees during the month of June.</p> | | | | | | |
| <p>GPS System for City Vehicles</p> | | | | | | |
| <p>Project: The Council approved an agreement last month with Verizon for a GPS tracking system for city vehicles. The first ten units have been installed and as soon as we receive the balance of the units they will be installed on the 43 remaining vehicles.</p> | | | | | | |

Proclamation
National Police Week

WHEREAS, we recognize and honor the selfless and heroic service provided by the men and women of the Chipley Police Department; and

WHEREAS, we rely on law enforcement officers to keep our neighborhoods safe, enforce our laws, and respond in times of crisis; and

WHEREAS, every day law enforcement officers throughout the nation face the threat of violence and danger, routinely putting their lives in jeopardy to defend others, putting themselves at risk of injury, disability, or even death; and

WHEREAS, law enforcement officers make it possible for us to leave our homes and family in safety each day and to return to our homes knowing we are protected by men and women willing to sacrifice their lives, if necessary, to guard our loved ones, property, and government against all who would violate the law; and

WHEREAS, these men and women by their distinctive service and dedicated efforts as law enforcement officers have earned our highest respect and deepest gratitude; and

NOW, THEREFORE, BE IT PROCLAIMED by the Mayor and City Council of the City of Chipley that, the week of May 12-18, 2024 is National Police Week.

Tracy L. Andrews, Mayor

Attest:

Sherry Snell, City Clerk

Proclamation
National Public Works Week

WHEREAS, Public Works services provided in our community are in integral part of our citizens' everyday lives; and

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of Public Works systems and programs such as streets and highways, public buildings, solid waste collections, parks, and stormwater maintenance; and

WHEREAS, the health safety, and comfort of this community greatly depends on these facilities and services; and

WHEREAS, the efficiency of the qualified and dedicated personnel who staff the Public Works departments is materially influenced by the people's attitude and understanding of the importance of the work they perform; and

WHEREAS, it is in the public interest of the citizens, civic leaders and children in the City of Chipley to gain knowledge of, and to maintain a progressive interest and understanding of, the importance of public works and public works programs in their respective communities; and

WHEREAS, the year 2024 marks the 64th annual National Public Works Week sponsored by the American Public Works Association; and

NOW, THEREFORE, BE IT PROCLAIMED by the Mayor and City Council of the City of Chipley that, the week of May 19-25, 2024 is National Public Works Week.

Tracy L. Andrews, Mayor

Attest:

Sherry Snell, City Clerk

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Resolution No. 24-23 – Florida Department of Commerce Agreement No. P0501 - Amendment One

| | |
|-----------------------|------------------------------------|
| MEETING DATE | PREPARED BY |
| Tuesday, May 14, 2024 | Patrice Tanner, City Administrator |

SUMMARY
This resolution will approve Amendment One to the Florida Department of Commerce Agreement No. P0501 updating the Agreement Period. The agreement will extend the agreement through July 31, 2024, will amend the scope of work; and will delete the Deliverables in its entirety and replace.

RECOMMENDATION
City Staff recommend approval of Resolution No. 24-23.

ATTACHMENTS

1. Resolution No. 24-23.
2. Agreement No. P0501 Amendment One.

RESOLUTION NO. 24-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHIPLEY, FLORIDA APPROVING AN AGREEMENT AMENDMENT IDENTIFIED AS AMENDMENT ONE TO THE FLORIDA DEPARTMENT OF COMMERCE AGREEMENT NO. P0501 BETWEEN THE STATE OF FLORIDA, DEPARTMENT OF COMMERCE AND THE CITY OF CHIPLEY, FLORIDA.

WHEREAS, this Agreement is effective as of July 1, 2023 and shall continue until the earlier to occur of (a) July 31, 2024 or (b) the date on which either Party terminates this Agreement.

WHEREAS, Section 3.C.1(9) and (10) of Grantee Responsibilities, Attachment 1, Scope of Work, is amended.

WHEREAS, Section 5., Deliverables, of Attachment 1, Scope of Work, is deleted in its entirety and replaced.

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

1. The City of Chipley hereby approves the State of Florida, Department of Commerce Agreement No. P0501, Amendment One.
2. The City for and in consideration of the covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound hereby agree to perform the duties described herein in the attached Attachment "A".
3. The Mayor or Mayor Pro-Tem of the City of Chipley be hereby authorized and directed to execute the agreement.
4. A certified copy of this Resolution be forwarded to the FDEO along with the executed Agreement.

PASSED AND ADOPTED THIS 14TH DAY OF MAY, 2024.

CITY OF CHIPLEY

ATTEST:

Tracy L. Andrews, Mayor

Sherry Snell,
City Clerk

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: K-9 Agreement – Officer James Webb

MEETING DATE

Tuesday, May 14, 2024

PREPARED BY

Michael Richter, Police Lieutenant

SUMMARY

This agreement will approve the use of Officer James Webb’s trained K-9 named Chase. Chase will be used for narcotics detection with the City of Chipley Police Department.

RECOMMENDATION

City Staff recommend approval of agreement.

ATTACHMENTS

1. Agreement for Use of K-9 Chase.

AGREEMENT BETWEEN THE CITY OF CHIPLEY, FLORIDA AND OFFICER JAMES WEBB FOR THE USE OF TRAINED K-9 FOR CITY LAW ENFORCEMENT PURPOSES

THIS AGREEMENT ("Agreement") is made and entered into by and between the **CITY OF CHIPLEY, FLORIDA**, a Florida municipal corporation, with a mailing address of Post Office Box 1007, Chipley, Florida 32428 hereinafter referred to as the "City," and **OFFICER JAMES WEBB**, with a mailing address of _____ hereinafter referred to as the "Handler," for the use of the trained K-9 named Chase, hereinafter referred to as the "K-9," for law enforcement purposes within the City.

WHEREAS, the City of Chipley seeks to enhance its law enforcement capabilities through the utilization of specially trained K-9 units; and

WHEREAS, Officer James Webb is a duly appointed and acting law enforcement officer of the City, who has been trained in the handling of K-9 units and is the handler of a trained K-9 named Chase, hereinafter referred to as the "K-9"; and

WHEREAS, the City desires to employ the services of the "K-9" under the care and command of the "Handler" for the purpose of conducting law enforcement activities within the jurisdiction of the City; and

WHEREAS, the "Handler" has agreed to deploy the "K-9" for the benefit of the City's law enforcement efforts, subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Purpose:

The purpose of this Agreement is to outline the terms and conditions under which Officer James Webb agrees to deploy the K-9 for law enforcement activities within the City of Chipley.

2. K-9 Utilization:

Officer James Webb agrees to deploy the K-9 for law enforcement activities, including but not limited to:

- Narcotics detection

3. Responsibilities of Officer James Webb:

Officer James Webb agrees to the following responsibilities:

- Ensure the health, safety, and welfare of the K-9 at all times.

- Provide proper care, feeding, and veterinary services for the K-9 as needed.
- Maintain the K-9's training and proficiency in accordance with law enforcement standards.
- Abide by all applicable laws, regulations, and departmental policies governing the use of K-9 units.

4. City's Responsibilities:

The City agrees to the following responsibilities:

- Provide necessary support and resources for the deployment of the K-9.
- Reimburse Officer James Webb for reasonable expenses related to the care and maintenance of the K-9, subject to budgetary constraints.
- Ensure that Officer James Webb receives appropriate training and support for the handling of the K-9.

5. Liability:

To the extent permissible by Florida law, both parties agree to indemnify and hold harmless each other from any claims, damages, or liabilities arising out of the use of the K-9, except in cases of willful misconduct or negligence.

6. Term and Termination:

This Agreement shall commence on [insert start date] and shall remain in effect until terminated by either party upon written notice to the other party.

7. Amendment:

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

8. Governing Law:

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

(THIS SPACE LEFT INTENTIONALLY BLANK, SIGNATURES TO FOLLOW)

CITY OF CHIPLEY, FLORIDA

OFFICER JAMES WEBB

By: Tracy Andrews, its Mayor

ATTEST:

Witness:

Sherry Snell, City Clerk

Print Name: _____

DRUG BUST BY WCSO K-9 “COLT” YIELDS 30 GRAMS OF METH; COCAINE, HEROIN, CASH, A GUN AND MORE

Posted on January 13, 2020



January 13, 2020
WALTON COUNTY, Fla— A drug bust by Walton County Sheriff’s Office’s newest K-9 “Colt” prevents more than 30 grams of methamphetamine and more than 10 grams of cocaine from hitting the streets of Walton County.

Just before 3 am Monday, a deputy conducted a traffic stop near the intersection of U.S. Highway 98 and Co. Highway 393 N. The driver was identified as Brandon Shaw, 40, of Florala, Alabama. The passenger was identified as Cassie Lovejoy Ponthieux, 38, of Freeport, Florida.

K-9 Colt was called to the scene and alerted on the vehicle. A subsequent search revealed the following:

- *30 grams of methamphetamine*
- *12.8 grams of cocaine*
- *2 grams of heroin*
- *297 grams of an unknown substance*
- *\$4540 in U.S. Currency*
- *Raven MP Pistol*
- *.25 caliber ammunition*
- *5 grams of marijuana*
- *Multiple Pills including Hydrocodone and Oxycodone*
- *Glass pipes*
- *Plastic Baggies*
- *Drug Paraphernalia*

In addition, 21 unused syringes were disposed of following the stop.

Shaw and Ponthieux were charged with trafficking methamphetamine, six counts of possession of a controlled substance without a prescription, possession of a weapon by a convicted felon, and possession of drug paraphernalia.

WCSO K9 COLT ALERTS TO DRUGS INSIDE VEHICLE FOLLOWING TRAFFIC STOP FOR SPEED; DRIVER ARRESTED FOR TRAFFIKING METH

Posted on January 18, 2022



January 18, 2022
WALTON COUNTY, Fla— A traffic stop for speeding leads to the arrest of a Freeport man for trafficking methamphetamine Monday night.

On January 17th at 9 pm, a Walton County Sheriff's Office Sergeant stopped a car for excessive speed on County Road 1087.

The driver was identified as Michael Bratton, 41, of Freeport.

K9 Colt was deployed to the scene and alerted to a trained odor coming from the vehicle. After a search of the vehicle, a black nylon bag was located hidden under the driver's seat.

The bag contained four plastic bags containing a combined weight of 56.8 grams of methamphetamine (ice). Three different types of pills were also located along with drug paraphernalia and more than 20 grams of marijuana. A total of \$956.00 in U.S. currency was also found.

Bratton was charged with trafficking in methamphetamine over 14 grams, three counts of possession of a controlled substance without a prescription, and possession of drug paraphernalia.

He was transported and booked into the Walton County Jail without incident.

Bratton is currently out on bond awaiting trial on charges of aggravated battery on a pregnant victim and throwing a brick through a car window with a person inside.

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: CDBG-Mitigation Grant MT148 – Professional Services Contract Amendment

MEETING DATE

Tuesday, May 14, 2024

PREPARED BY

Patrice Tanner, City Administrator

SUMMARY

This will amend the CDBG-Mitigation Grant MT148 – Professional Services Contract for drainage improvements to include required language.

RECOMMENDATION

City Staff recommend approval of Amendment.

ATTACHMENTS

- 1. Letter for Contract Language Inclusion.



City of Chipley

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



April 12, 2024

Joya Earnest, Grant Manager
Office of Long-Term Resiliency
FloridaCommerce
107 East Madison Street – MSC 400
Tallahassee, FL 32399

RE: CDBG-Mitigation Grant MT148 – Professional Services Contracts

Dear Ms. Earnest,

Per your email dated March 28, 2024, this letter is to confirm that the City of Chipley will:

- Take affirmative steps to assure that minority businesses, women’s business enterprises and labor surplus area firms are used when possible, per 200.321(b), and to follow the affirmative steps outlined in 200.321(b).
- Comply with Appendix II to Part 200(H) regarding debarment and suspension requirements, including 24 CFR 570.609. Contracts will not be awarded to parties listed on the government wide exclusions in SAM.gov.
- Include language for the Section 3 Clause of the HUD Act of 1968 in all solicitations and contracts to ensure that employment and other opportunities generated by HUD financial assistance shall be directed to low- and very low-income persons to the greatest extent feasible.

Respectfully,

Tracy L. Andrews, Mayor

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Interlocal Agreement – Fire Protection – Campbellton Fire Department

MEETING DATE

Tuesday, May 14, 2024

PREPARED BY

Hunter Aycock, Fire Chief

SUMMARY

This will approve an agreement with Campbellton Fire Department, to provide fire assistance as both departments are able to. The agreement will be for a period of ten (10) years commencing on October 1st of every tenth year.

RECOMMENDATION

City Staff recommend approval of agreement.

ATTACHMENTS

1. Interlocal Agreement – Fire Protection.

**Interlocal Agreement
Fire Protection**

This Agreement is entered into this 14th day of May, 2024, by and between Chipley Fire Department (City of Chipley) and Campbellton Fire Department (City of Campbellton).

IT IS THEREFORE AGREED BY THE PARTIES THAT:

Chipley Fire Department will be available (as it is able to) and will provide assistance to Campbellton Fire Department to include but not limited to fire protection, vehicle extrication, mass casualty, and CPR in progress.

Campbellton Fire Department will be available (as it is able to) and will provide assistance to Chipley Fire Department to include but not limited to fire protection, vehicle extrication, mass casualty, and CPR in progress.

The regular term of this agreement shall be ten (10) years, commencing on October 1st of every tenth year and ending on September 30th of every 10th year. Either party shall be entitled to cancel all provisions of this agreement at any time upon written notice.

City of Chipley

City of Campbellton

By its Mayor

By:

Attest:

Attest:

By its City Clerk

By:

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Reappointment of CRA Board Member – Heather Lopez

MEETING DATE

Tuesday, May 14, 2024

PREPARED BY

Patrice Tanner, City Administrator

SUMMARY

This will reappoint Heather Lopez to the CRA Board for a four-year term ending on June 14, 2028.

RECOMMENDATION

City Staff recommend approval of reappointment of Heather Lopez.

ATTACHMENTS

- 1. Letter of Reappointment.



P.O. Box 457 – 672 5th Street
Chipley, FL 32428
850.638.4157 – director@washcomall.com

May 6, 2024

Ms. Patrice Tanner
City Administrator
City of Chipley, Florida
P.O. Box 1007
Chipley, FL 32428

Dear Ms. Tanner:

This letter shall serve as the CRA’s request to re-appoint and extend the term of Board Member Heather Lopez. Ms. Lopez’s current term expires May 31, 2024; if approved, her term will be extended to May 31, 2028.

Please let me know if you have any questions and thank you for your attention to this request.

Sincerely,

Michael D. Maxwell
Executive Director

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Special Event Application – Annual Trunk or Treat

MEETING DATE

Tuesday, May 14, 2024

PREPARED BY

Patrice Tanner, City Administrator

SUMMARY

This event will be held on Saturday, October 26, 2024 from 4:00 p.m. – 6:00 p.m. at the Jim Trawick Park Soccer Field.

RECOMMENDATION

City Staff recommend approval of the Special Event Application.

ATTACHMENTS

1. Special Event Application.



City of Chipley

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



Special Event Application

Name/Organization: The Merchants of Historic Chipley

Address: PO Box 242, Chipley, FL 32428

Contact person: Sherri Biddle Phone: 850-596-2980 Fax: _____

E-mail: sherribiddle176@hotmail.com

Type of Event: Annual Trunk or Treat

Purpose of Event: To provide a safe and enjoyable time for children to participate in a trick-or-treat event.

Location of Event: Jim Trawick Park Soccer Field on Rustin Drive Indoors/Outdoors

Date(s) & Time(s) of Event: Saturday, October 26, 2024 from 4:00-6:00 p.m.

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

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

Will food and nonalcoholic beverages be sold? No

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

Will amusement rides be available? No

Number of participants anticipated per day: _____

Are security and/or medical services provided? Chipley Police Department

Applicant Signature: Sherri Biddle Date: 5-2-2024

Approved { } Denied { }

Mayor's Signature: _____ Date: _____

RELEASE AND HOLD HARMLESS AGREEMENT

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

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

IN WITNESS WHEREOF, the undersigned has executed this release, this 2nd day of May, 20 24.

FIRM OR ORGANIZATION:

Sherril Biddle
Signature

Sherril Biddle
Print Name

Sherry Snell
Witness

Witness

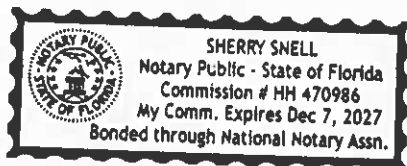
Sherry Snell
Print Name

Print Name

STATE OF FLORIDA
COUNTY OF WASHINGTON

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

Witness my hand and seal in the County and State last aforesaid this 2nd day of May, 20 24.



Sherry Snell
Notary Public

CITY OF CHIPLEY

STAFF REPORT

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

MEETING DATE

Tuesday, May 14, 2024

PREPARED BY

Patrice Tanner, City Administrator

SUMMARY

This Ordinance, if approved, will approve an amendment to the Future Land Use Map changing the land use designation of Parcel # 00-2698-0001 located at 1218 Campbellton Avenue, a total of approximately .417 acres, from Low Density Residential to the High Density Residential Land Use Category.

RECOMMENDATION

City Staff recommend approval of First Reading of Ordinance No. 983.

ATTACHMENTS

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

ORDINANCE NO. 983

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

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

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

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

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

SECTION 3. PURPOSE. The purpose of this Ordinance is to adopt a small-scale comprehensive plan amendment to the City of Chipley Comprehensive Plan also known as Ordinance 983. The amendment is identified as 24S1 and is described in Section 4 herein.

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

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

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

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

And also;

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

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

INTRODUCED at a Regular meeting of the City Council of the City of Chipley, Florida, held at City Hall on the 9th day of April, 2024, and **PASSED** at a Regular meeting of the City Council of the City of Chipley, Florida, held at City Hall on the 14th day of May, 2024.

CITY OF CHIPLEY

Tracy L. Andrews, Mayor

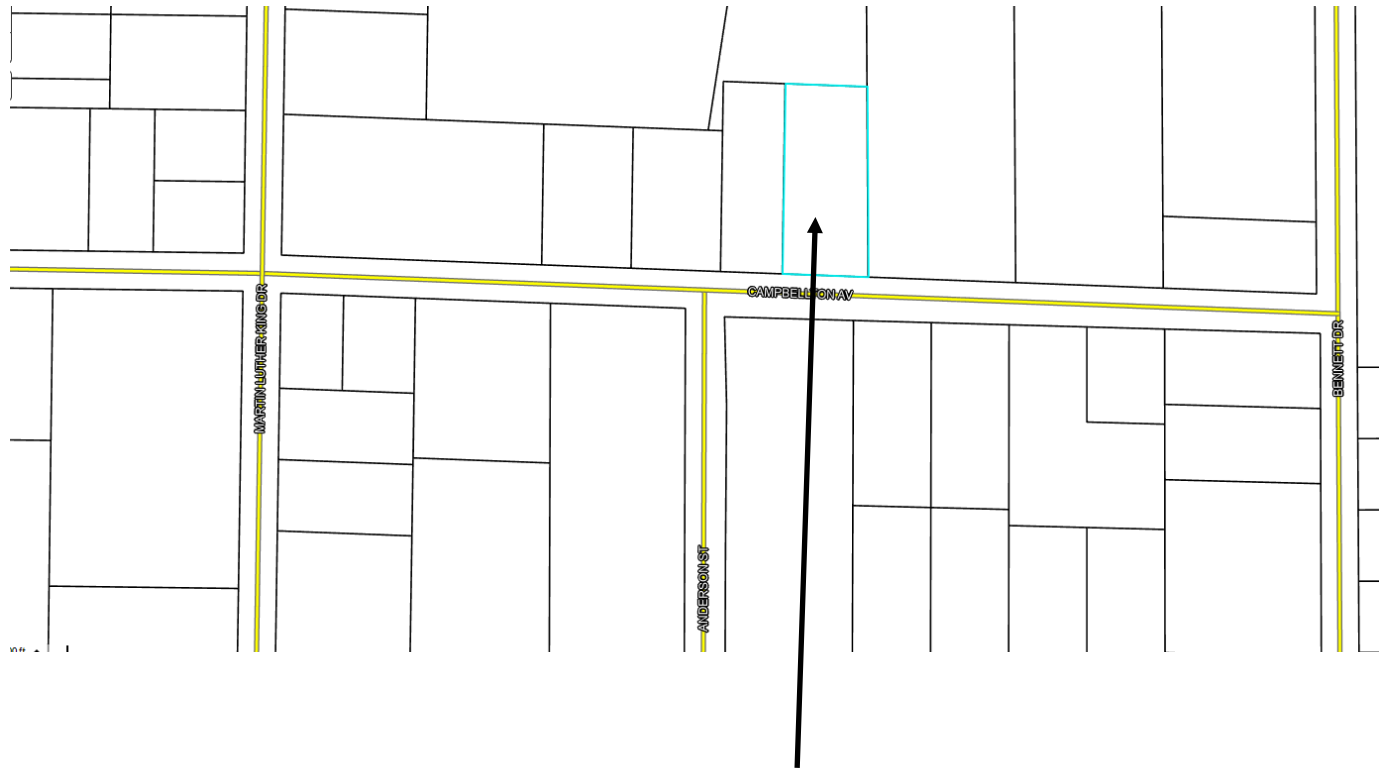
ATTEST:

Sherry Snell
City Clerk

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

Michelle Blankenship Jordan, City Attorney

EXHIBIT A



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

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Resolution No. 24-24 – USDA Bond Closing

MEETING DATE

Tuesday, May 14, 2024

PREPARED BY

Patrice Tanner, City Administrator

SUMMARY

This resolution will approve the issuance of \$238,000 in aggregate principal amount of its public improvement revenue bond, series 2024 to finance the cost of the acquisition, construction and equipping the new 2024 Pierce Saber Pumper fire truck. The annual payment amount will be \$16,748. The city was also approved for \$100,000 in USDA grant funds toward the new fire truck. The balance of the funds will come from ARPA funding.

RECOMMENDATION

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

ATTACHMENTS

1. Resolution No. 24-24.

EXECUTION COPY

CITY OF CHIPLEY, FLORIDA

PUBLIC IMPROVEMENT REVENUE BOND RESOLUTION

ADOPTED MAY 14, 2024

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RESOLUTION NO. 24-24

A RESOLUTION AUTHORIZING THE ISSUANCE BY THE CITY OF CHIPLEY, FLORIDA OF \$238,000 IN AGGREGATE PRINCIPAL AMOUNT OF ITS PUBLIC IMPROVEMENT REVENUE BOND, SERIES 2024 TO FINANCE THE COST OF THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF A FIRE TRUCK; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; PROVIDING FOR THE RIGHTS OF THE HOLDER OF SUCH BOND; PROVIDING OTHER MATTERS; AND PROVIDING AN EFFECTIVE DATE.

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

ARTICLE I

GENERAL

SECTION 1.01. DEFINITIONS. When used in this Resolution, the following terms shall have the following meanings, unless the context clearly otherwise requires:

"**Act**" shall mean Chapter 166, Part II, Florida Statutes, and other applicable provisions of law.

"**Annual Debt Service**" shall mean, at any time, the aggregate amount in the then current Bond Year of interest required to be paid during such Bond Year and the amount of principal of the Bond maturing in such Bond Year.

"**Acquisition Fund**" shall mean the fund established pursuant to Section 4.03 hereof.

"**Authorized Investments**" shall mean any of the following, if and to the extent that the same are at the time legal for investment of funds of the Issuer:

(1) Direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America, including obligations issued or held in book entry form by the Department of the Treasury of the United States.

(2) Bonds, debentures, notes, participation certificates or other evidences of indebtedness issued, the principal of and interest on which are unconditionally guaranteed, by any agency or instrumentality of or corporation wholly owned by the United States of America, which evidence of indebtedness involves a pledge of the full faith and credit of the United States of America.

(3) Bank time deposits evidenced by certificates of deposit, and bankers' acceptances, issued by any bank, savings and loan association, trust company or national banking association, which are (a) fully insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation, or (b) secured by obligations described in paragraphs (1) or (2) of this definition.

(4) Units of participation in the Local Government Surplus Funds Trust Fund established pursuant to Part IV, Chapter 218, Florida Statutes, or any similar common trust fund which is established pursuant to law as a legal depository of public moneys and for which the State Board of Administration acts as custodian.

"Authorized Issuer Officer" shall mean any person authorized by resolution of the Issuer to perform such act or sign such document.

"Bond Counsel" shall mean any attorney at law or firm of attorneys, of nationally recognized standing in matters pertaining to the federal tax exemption of interest on obligations issued by states and political subdivisions, and duly admitted to practice law before the highest court of any state of the United States of America.

"Bond Year" shall mean the period commencing on the day following the anniversary date of the issuance of the Bond each year and continuing through the next succeeding anniversary date of the issuance of the Bond.

"Bondholder" or **"Holder"** or **"holder"** or any similar term, when used with reference to shall mean any person who shall be the registered owner of the Bond in the registration books of the Issuer.

"Bond" or "Bonds" shall mean the Bond authorized hereunder.

"Clerk" shall mean the Clerk of the Issuer, or such other person as may be duly authorized to act on his or her behalf.

"Code" shall mean the Internal Revenue Code of 1986, as amended, and the regulations and rules thereunder in effect or proposed.

"Federal Securities" shall mean direct obligations of the United States of America and obligations the principal of and interest on which are fully guaranteed by the United States of America, none of which permit redemption prior to maturity at the option of the obligor. Federal Securities shall include any certificates or any other evidences of an ownership interest in the aforementioned obligations or in specified portions thereof (which may consist of specified portions of the interest thereon).

"Fiscal Year" shall mean the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be prescribed by law.

"Government" shall mean the United States of America, acting through the United States Department of Agriculture, Rural Housing Services.

"Interest Account" shall mean the separate account in the Sinking Fund established pursuant to Section 4.03 hereof.

"Interest Date" shall be each anniversary date of the issuance of the Bond, commencing in the year 2025.

"Issuer" shall mean the City of Chipley, Florida.

"Maximum Annual Debt Service" shall mean the largest aggregate amount in any Bond Year in which the Bond is Outstanding, excluding all Bond Years which shall have ended prior to the Bond Year in which the Maximum Annual Debt Service shall at any time be computed, of the Annual Debt Service.

"Mayor" shall mean the Mayor of the Issuer, and such other person as may be duly authorized to act on his or her behalf.

"Non-Ad Valorem Revenues" means all revenues of the Issuer derived from any source whatsoever other than ad valorem taxation and legally available to pay principal of and interest on the Bond.

"Person" shall mean an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization or governmental entity.

"Pledged Funds" means, until applied in accordance with the provisions of this Resolution, all moneys, including investments thereof, in the Sinking Fund established hereunder. Pledged Funds shall include all amounts transferred to the Sinking Fund as a result of the Issuer's covenant to budget and appropriate Non-Ad Valorem Revenues contained herein.

"Principal Account" shall mean the separate account in the Sinking Fund established pursuant to Section 4.03 hereof.

"Project" shall mean the acquisition of a fire truck by the Issuer.

"Redemption Price" shall mean, with respect to the Bond or any portion thereof, the principal amount or portion thereof, plus the applicable premium, if any, payable upon redemption thereof pursuant to such Bond or this Resolution.

"Reserve Account" shall mean the separate account in the Sinking Fund established pursuant to Section 4.03 hereof.

"Reserve Account Requirement" shall mean the lesser of (a) \$17,129, or (b) as of any date of calculation, the lesser of (1) Maximum Annual Debt Service for the Bond, (2) 125% of the average annual debt service for the Bond, (3) 10% of the proceeds of the Bond.

"Resolution" shall mean this Resolution, as the same may from time to time be amended, modified or supplemented by Supplemental Resolution.

"Sinking Fund" shall mean the fund established pursuant to Section 4.03 hereof.

"State" shall mean the State of Florida.

"Supplemental Resolution" shall mean any resolution of the Issuer amending or supplementing this Resolution enacted and becoming effective in accordance with the terms of Sections 7.01 and 7.02.

"Surplus Account" shall mean the separate account in the Sinking Fund established pursuant to Section 4.03 hereof.

The terms "herein," "hereunder," "hereby," "hereto," "hereof," and any similar terms, shall refer to this Resolution; the term "heretofore" shall mean before the date of adoption of this Resolution; and the term "hereafter" shall mean after the date of adoption of this Resolution.

Words importing the masculine gender include every other gender.

Words importing the singular number include the plural number, and vice versa.

SECTION 1.02. AUTHORITY FOR RESOLUTION. This Resolution is adopted pursuant to the provisions of the Act.

SECTION 1.03. RESOLUTION TO CONSTITUTE CONTRACT. In consideration of the purchase and acceptance of any or all of the Bonds by those who shall hold the same from time to time, the provisions of this Resolution shall be a part of the contract of the Issuer with the Holders of the Bond, and shall be deemed to be and shall constitute a contract between the Issuer and the Holders from time to time of the Bond. The pledge made in the Resolution and the provisions, covenants and agreements herein set forth to be performed by or on behalf of the Issuer shall be for the equal benefit, protection and security of the Holders of the Bond.

SECTION 1.04. FINDINGS. It is hereby ascertained, determined and declared:

(A) That the Issuer deems it necessary, desirable and in the best interests of the Issuer that the Project be acquired.

(B) That the Project shall be financed by the proceeds of the Bond issued pursuant to this Resolution.

(C) That the estimated Pledged Funds will be sufficient to pay the principal of and interest on the Bond to be issued pursuant to this Resolution, as the same become due, and all other payments provided for in this Resolution.

(D) That the principal of and interest on the Bond to be issued pursuant to this Resolution, and all other payments provided for in this Resolution will be paid solely from the Pledged Funds; and neither the ad valorem taxing power nor any other funds of the Issuer will ever

be necessary or authorized to pay the principal of and interest on the Bond to be issued pursuant to this Resolution and, except as otherwise provided herein, the Bond shall not constitute a lien upon any property of the Issuer.

SECTION 1.05. AUTHORIZATION OF PROJECT. The Issuer does hereby authorize the acquisition of the Project.

ARTICLE II

AUTHORIZATION, TERMS, EXECUTION AND REGISTRATION OF BONDS

SECTION 2.01. AUTHORIZATION OF BOND. This Resolution creates a Bond of the Issuer to be designated as "City of Chipley, Florida, Public Improvement Revenue Bond".

SECTION 2.02. AUTHORIZATION AND DESCRIPTION OF BOND. The Bond entitled to the benefit, protection and security of this Resolution is hereby authorized in the aggregate principal amount of \$238,000 for the purposes of financing the Cost of the Project.

The Bond shall be dated as of the date of delivery thereof, shall be issued as one fully registered Bond in the denomination issued on such date shall be numbered R-1, shall bear interest from its date of delivery and shall be payable as to both principal and interest to the registered owner by an electronic pre-authorized debit, in lawful money of the United States of America, unless otherwise agreed to by the Issuer and the registered owner. The Bond shall bear interest, mature and be subject to redemption as set forth in the form of the Bond provided in Section 2.07 hereof.

The principal of or Redemption Price, if applicable, on the Bond and interest payable on the Bond on any Interest Date will be paid by check of the Issuer to the Holder in whose name such Bond shall be registered at the close of business on the date which shall be the fifteenth day (whether or not a business day) of the calendar month next preceding such Interest Date. All payments of principal of or Redemption Price, if applicable, and interest on the Bond shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

SECTION 2.03. APPLICATION OF BOND PROCEEDS. Except as otherwise provided herein or by Supplemental Resolution of the Issuer, the proceeds derived from the sale of the Bond shall, simultaneously with the delivery of the Bond to the purchaser or purchasers thereof, be applied by the Issuer to acquire the project.

SECTION 2.04. EXECUTION OF BOND. The Bond shall be executed in the name of the Issuer with the manual or facsimile signature of the Mayor and the official seal of the Issuer shall be imprinted thereon, attested and countersigned with the manual or facsimile signature of the Clerk. In case any one or more of the officers who shall have signed or sealed the Bond or whose facsimile signature shall appear thereon shall cease to be such officer of the Issuer before the Bond so signed and sealed have been actually sold and delivered such Bond may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Bond had not ceased to hold such office. Any Bond may be signed and sealed on behalf of

the Issuer by such person who at the actual time of the execution of such Bond shall hold the proper office of the Issuer, although at the date of such Bond such person may not have held such office or may not have been so authorized. The Issuer may adopt and use for such purposes the facsimile signatures of any such persons who shall have held such offices at any time after the date of the adoption of this Resolution, notwithstanding that either or both shall have ceased to hold such office at the time the Bond shall be actually sold and delivered.

SECTION 2.05. BOND MUTILATED, DESTROYED, STOLEN OR LOST. In case the Bond shall become mutilated, or be destroyed, stolen or lost, the Issuer may, in its discretion, issue, deliver, and authenticate a new Bond of like tenor as the Bond so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond upon surrender and cancellation of such mutilated Bond or in lieu of and substitution for the Bond destroyed, stolen or lost, and upon the Holder furnishing the Issuer proof of his ownership thereof and satisfactory indemnity and complying with such other reasonable regulations and conditions as the Issuer may prescribe and paying such expenses as the Issuer may incur. Any Bond so surrendered shall be cancelled by the Issuer. If the Bond shall have matured or be about to mature, instead of issuing a substitute Bond, the Issuer may pay the same or cause the Bond to be paid, upon being indemnified as aforesaid, and if such Bond be lost, stolen or destroyed, without surrender thereof.

Any such duplicate Bond issued pursuant to this Section 2.05 shall constitute an original, additional contractual obligation on the part of the Issuer whether or not the lost, stolen or destroyed Bond be at any time found by anyone.

SECTION 2.06. INTERCHANGEABILITY, NEGOTIABILITY AND TRANSFER. The Bond, upon surrender thereof to the Issuer with a written instrument of transfer satisfactory to the Issuer, duly executed by the Holder thereof or his attorney duly authorized in writing, may, at the option of the Holder thereof, be exchanged for a new registered Bond of the same maturity and principal amount.

The Bond issued under this Resolution shall be and have all the qualities and incidents of a negotiable instrument under the law merchant and the Uniform Commercial Code of the State of Florida, subject to the provisions for registration and transfer contained in this Resolution and in the Bond. So long the Bond shall remain outstanding, the Issuer shall maintain and keep books for the registration and transfer of the Bond.

The Bond shall be transferable only upon the books of the Issuer, under such reasonable regulations as the Issuer may prescribe, by the Holder thereof in person or by his attorney duly authorized in writing upon surrender thereof together with a written instrument of transfer satisfactory to the Issuer duly executed and guaranteed by the Holder or his duly authorized attorney. Upon the transfer of such Bond, the Issuer shall issue, and cause to be authenticated, in the name of the transferee a new Bond of the same aggregate principal amount and maturity as the surrendered Bond. The Issuer may deem and treat the Person in whose name an outstanding Bond shall be registered upon the books of the Issuer as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price, if applicable, and interest on such Bond and for all other purposes, and all such payments so made to any such Holder or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid and

neither the Issuer nor any other fiduciary of the Issuer shall be affected by any notice to the contrary.

In all cases in which the privilege of exchanging Bond or transferring the Bond is exercised, the Issuer shall execute, deliver and authenticate the Bond in accordance with the provisions of this Resolution. Execution of Bond by the Mayor and Clerk for purposes of exchanging, replacing or transferring Bonds may occur at the time of the original delivery of the Bond. For every such exchange or transfer, the Issuer may make a charge sufficient to reimburse it for any tax, fee, expense or other governmental charge required to be paid with respect to such exchange or transfer. The Issuer shall not be obligated to make any such exchange or transfer of the Bond during the fifteen (15) days next preceding an Interest Date on the Bond.

SECTION 2.07. FORM OF BOND. The text of the Bond shall be in substantially the following form, with such omissions, insertions and variations as may be necessary and/or desirable and approved by the Mayor prior to the issuance thereof (which necessity and/or desirability and approval shall be presumed by such officer's execution of the Bond and the Issuer's delivery of the Bond to the purchaser thereof):

This Bond is issued to finance the acquisition and equipping of a fire truck, in and for the Issuer, under the authority of and in full compliance with the Constitution and laws of the State of Florida, particularly Chapter 166, Part II, Florida Statutes, and other applicable provisions of law (the "Act"), and a resolution duly adopted by the City Council of the Issuer on May 14, 2024, as amended and supplemented (the "Resolution"), and is subject to all the terms and conditions of the Resolution.

This Bond is transferable in accordance with the terms of the Resolution only upon the books of the Issuer kept for that purpose by the Registered Holder hereof in person or by his attorney duly authorized in writing, upon the surrender of this Bond together with a written instrument of transfer satisfactory to the Issuer duly executed by the Registered Holder or his attorney duly authorized in writing, and thereupon a new Bond in the same aggregate principal amount shall be issued to the transferee in exchange therefor, and upon the payment of the charges, if any, therein prescribed. The Issuer may treat the Registered Holder of this Bond as the absolute owner hereof for all purposes, whether or not this Bond shall be overdue, and shall not be affected by any notice to the contrary. The Issuer shall not be obligated to make any exchange or transfer of the Bond during the fifteen (15) days next preceding an interest payment date or, in the case of any proposed redemption of the Bond, then, during the fifteen (15) days next preceding the date of the first mailing of notice of such redemption.

The Bond is subject to redemption prior to maturity, in whole or in part, at the option of the Issuer, in inverse order of maturity, at any time, upon payment of a Redemption Price equal to the remaining principal amount thereof, plus accrued interest to the date of redemption.

The Bond is subject to mandatory redemption, in part, on any date in inverse order of maturity, at a Redemption Price equal to the principal amount thereof plus interest accrued to the redemption date, to the extent excess Bond proceeds remain after the acquisition of the Project.

Redemption of this Bond under the preceding paragraphs shall be made as provided in the Resolution upon notice given by first class mail sent at least thirty (30) days prior to the redemption date to the Registered Holder hereof at the address shown on the registration books maintained by the Issuer; provided, however, that failure to mail notice to the Registered Holder hereof, or any defect therein, shall not affect the validity of the proceedings for redemption of this Bond. In the event that less than the full principal amount hereof shall have been called for redemption, the Registered Holder hereof shall surrender this Bond in exchange for a Bond in an aggregate principal amount equal to the unredeemed portion of principal, as provided in the Resolution.

Reference to the Resolution and any and all resolutions supplemental thereto and modifications and amendments thereof and to the Act is made for a description of the pledge and covenants securing this Bond, the nature, manner and extent of enforcement of such pledge and covenants, and the rights, duties, immunities and obligations of the Issuer.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen and to be performed precedent to and in the issuance of this Bond, exist, have happened and have been performed, in regular and due form and time as required by the laws and

Constitution of the State of Florida applicable thereto, and that the issuance of the Bond does not violate any constitutional or statutory limitations or provisions.

Neither the members of the Board of the City Council of the Issuer nor any person executing this Bond shall be liable personally hereon or be subject to any personal liability or accountability by reason of the issuance hereof.

IN WITNESS WHEREOF, the City of Chipley, Florida has issued this Bond and has caused the same to be executed by the manual or facsimile signature of its Mayor and by the manual or facsimile signature of its Clerk and its official seal or a facsimile thereof to be affixed or reproduced hereon, all as of the ___ day of _____, 2024.

CITY OF CHIPLEY, FLORIDA

(SEAL)

Mayor

Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

Insert Social Security or Other Identifying Number of Assignee

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint _____, as attorney to register the transfer of the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature guaranteed:

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

NOTICE: The signature to this assignment must correspond with the name of the Registered Holder as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever and the Social Security or other identifying number of such assignee must be supplied.

ARTICLE III

REDEMPTION OF THE BOND

SECTION 3.01. PRIVILEGE OF REDEMPTION. The terms of this Article III shall apply to redemption of the Bond under this Resolution. The Bond is subject to redemption prior to maturity, in whole or in part, at the option of the Issuer, in inverse order of maturity, at any time, upon payment of a Redemption Price equal to the remaining principal amount thereof, plus accrued interest to the date of redemption.

The Bond is subject to mandatory redemption, in part, on any date in inverse order of maturity, at a Redemption Price equal to the principal amount thereof plus interest accrued to the redemption date, to the extent excess Bond proceeds remain after the acquisition of the Project.

SECTION 3.02. NOTICE OF REDEMPTION. Notice of such redemption, which shall specify the Bond (or portions thereof) to be redeemed and the date and place for redemption, shall be given by the Issuer, and shall be mailed first class, postage prepaid, at least thirty (30) days prior to the redemption date to any Holder of the Bond at its address as it appears on the registration books kept by the Issuer. Such notice shall further state that on such redemption date there shall become due and payable upon the Bond the Redemption Price thereof, or the Redemption Price of the specified portions of the principal thereof in the case of a redemption in part only, together with interest accrued thereon to the redemption date, and that from and after such date interest thereon shall cease to accrue and be payable. Failure to mail notice to the Holder of the Bond, or any defect therein, shall not affect the proceedings of redemption of such Bond.

SECTION 3.03. REDEMPTION OF PORTIONS OF BOND. If the Bond is to be redeemed only in part, it shall be surrendered at any place of payment specified in the notice of redemption (with due endorsement by, or written instrument of transfer in form satisfactory to the Issuer duly executed by, the Holder thereof or his attorney duly authorized in writing) and the Issuer shall execute and deliver to the Holder of such Bond, without service charge, a new Bond as requested by such Holder in an aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered.

SECTION 3.04. PAYMENT OF REDEEMED BOND. Notice of redemption having been given substantially as aforesaid, the Bond or portions of Bond so to be redeemed shall, on the redemption date, become due and payable at the Redemption Price therein specified, and from and after such date (unless the Issuer shall default in the payment of the Redemption Price) such Bond or portions of Bond shall cease to bear interest. Upon surrender of such Bond for redemption in accordance with said notice, such Bond shall be paid by the Issuer at the appropriate Redemption Price, plus accrued interest, if any. Any Bond which has been redeemed shall be cancelled and destroyed by the Issuer and shall not be reissued.

ARTICLE IV

**SECURITY, SPECIAL FUNDS AND
APPLICATION THEREOF**

SECTION 4.01. BOND NOT TO BE INDEBTEDNESS OF ISSUER. The Bond shall not be or constitute a general obligation or indebtedness of the Issuer as a "bond" within the meaning of any constitutional or statutory provision, but shall be a special obligation of the Issuer, payable solely from and secured by a first lien upon and pledge of the Pledged Funds in accordance with the terms of this Resolution. No Holder of the Bond shall ever have the right to compel the exercise of any ad valorem taxing power to pay such Bond, or be entitled to payment of such Bond from any moneys of the Issuer except from the Pledged Funds in the manner provided herein.

The Pledged Funds shall immediately be subject to the lien of this pledge without any physical delivery thereof or further act, and the lien of this pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the Issuer.

SECTION 4.02. SECURITY FOR BOND. The payment of the principal of or Redemption Price, if applicable, and interest on the Bond shall be secured forthwith equally and ratably by a pledge of and first lien upon the Pledged Funds. The Issuer does hereby irrevocably pledge the Pledged Funds to the payment of the principal of or Redemption Price, if applicable, and interest on the Bond in accordance with the provisions hereof. Until the Bond is paid or deemed paid pursuant to the provisions of this Resolution, the Issuer hereby covenants and agrees to appropriate in its annual budget, by amendment, if necessary, from Non-Ad Valorem Revenues lawfully available in each Fiscal Year, amounts sufficient to pay the principal and interest on the Bond, and all other amounts owing hereunder, until the maturity thereof. Such covenant and agreement on the part of the Issuer to budget and appropriate such amounts of Non-Ad Valorem Revenues shall be cumulative to the extent not paid, and shall continue until such Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all such required payments shall have been budgeted, appropriated and actually paid. Notwithstanding the foregoing covenant of the Issuer, the Issuer does not covenant to maintain any services or programs, now provided or maintained by the Issuer, which generate Non-Ad Valorem Revenues.

Such covenant to budget and appropriate does not create any lien upon or pledge of such Non-Ad Valorem Revenues, nor does it preclude the Issuer from pledging in the future its Non-Ad Valorem Revenues, nor does it require the Issuer to levy and collect any particular Non-Ad Valorem Revenues, nor does it give the registered owner of the Bond a prior claim on the Non-Ad Valorem Revenues as opposed to claims of general creditors of the Issuer. Such covenant to budget and appropriate Non-Ad Valorem Revenues is subject in all respects to the payment of obligations secured by a pledge of such Non-Ad Valorem Revenues heretofore or hereinafter entered into (including the payment of debt service on bonds and other debt instruments). However, the covenant to budget and appropriate in its general annual budget for the purposes and in the manner stated herein shall have the effect of making available for the payment of principal and interest on the Bond, in the manner described herein, Non-Ad Valorem Revenues and placing on the Issuer a positive duty to appropriate and budget, by amendment, if necessary, amounts sufficient to meet its obligations hereunder; subject, however, to the payment of services and programs which are for essential public purposes affecting the health, welfare and safety of the inhabitants of the Issuer or which are legally mandated by applicable law.

The Issuer agrees that its covenant and agreement to budget and appropriate Non-Ad Valorem Revenues shall be deemed entered into for the benefit of the holder of the Bond, and this obligation may be enforced by a court of competent jurisdiction.

SECTION 4.03. SINKING FUND. The Issuer hereby creates and establishes a special separate fund to be called the "City of Chipley, Florida Public Improvement Revenue Bond, Series 2024 Sinking Fund" (hereinafter called the "Sinking Fund").

On or before the business day prior to each date fixed for the payment of principal or interest on the Bond, the Issuer shall deposit from Non-Ad Valorem Revenues budgeted and appropriated pursuant to the covenant contained herein to the Sinking Fund the amounts sufficient to pay the interest and principal becoming due on the Bond on the next payment date therefor.

The amounts remaining on deposit in the Sinking Fund on the day following the respective interest or principal payment may be withdrawn by the Issuer and applied for other Issuer purposes. In no event shall any moneys remain on deposit in the Sinking Fund for a period greater than 13 months.

Amounts on deposit in the Sinking Fund may be invested and reinvested by the Issuer in Authorized Investments maturing or redeemable at the option of the Issuer not later than the date such amounts are needed for the payments required hereunder.

Except to the extent otherwise required by any provision hereof or of any tax compliance certificate delivered in connection with the delivery of the Bond, all income from the investment of moneys in the fund and accounts established by this Resolution shall, upon receipt thereof, be deposited to the credit of the Sinking Fund and used for the purposes thereof.

The Issuer shall not be required to make any further payments into the Sinking Fund when the aggregate amount of money and Authorized Investments in said Fund is at least equal to the total principal of and interest on the Bond then outstanding.

SECTION 4.04. RESERVE ACCOUNT. The Issuer hereby creates a separate account to be known as the "City of Chipley, Florida Public Improvement Revenue Bond Reserve Account". The Issuer agrees to deposit from Non-Ad Valorem Revenues budgeted and appropriated pursuant to Section 4.02 hereof into the Reserve Account a sum sufficient to maintain therein an amount equal to the Reserve Account Requirement; provided, however, that in the event proceeds of the Bond in an amount equal to the Reserve Account Requirement are not deposited therein, an annual amount equal to one-one hundred twentieth (1/120th) of the Reserve Account Requirement shall be deposited until the Reserve Account Requirement is on deposit therein. Moneys in the Reserve Account shall be used only for the purpose of the payment of maturing principal of or interest on the Bond when the moneys in the Sinking Fund are insufficient therefor, and for no other purpose. However, whenever the moneys on deposit in the Reserve Account exceed the Reserve Account Requirement, such excess shall be withdrawn and deposited into the Sinking Fund.

Whenever the amount in the Reserve Account, together with the amount in the Sinking Fund, is sufficient to fully pay the outstanding Bond in accordance with its terms (including

principal or applicable Redemption Price and interest thereon), the funds on deposit in the Reserve Account may be transferred to the Sinking Fund for the payment of the Bond.

For any Fiscal Year in which the Reserve Account balance is less than the required total as described above, the Issuer will provide the Holder with a twelve-month budget and plan to convert the cash shortfall.

SECTION 4.05. INVESTMENTS. The Sinking Fund, the Reserve Account and any other special funds or accounts herein established and created shall constitute trust funds for the purposes provided herein for such funds or accounts and shall be subject to a lien and charge in favor of the Holders of the Bond and for the further security for such Holders. All such funds and accounts shall be continuously secured in the manner by which the deposit of public funds are authorized to be secured by the Laws of the State of Florida. Moneys on deposit in the Sinking Fund, may be invested and reinvested in Authorized Investments maturing not later than the date on which the moneys therein will be needed. Moneys on deposit in the Reserve Account may be invested or reinvested in Authorized Investments provided in paragraphs (1), (2), (3) and (4) of such definition which shall mature no later than seven (7) years from the date of acquisition thereof. Any and all income received by the Issuer from the investment of moneys in the Sinking Fund shall be retained therein. All moneys in the Reserve Account, to the extent of any amount therein in excess of the Reserve Account Requirement, shall be deposited in the Sinking Fund.

SECTION 4.06. SEPARATE ACCOUNTS. The moneys required to be accounted for in each of the foregoing funds and accounts established herein may be deposited in a single bank account, and funds allocated to the various funds and accounts established herein may be invested in a common investment pool, provided that adequate accounting records are maintained to reflect and control the restricted allocation of the moneys on deposit therein and such investments for the various purposes of such funds and accounts as herein provided.

The designation and establishment of the various funds and accounts in and by this Resolution shall not be construed to require the establishment of any completely independent, self-balancing funds as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain revenues for certain purposes and to establish certain priorities for application of such revenues as herein provided.

ARTICLE V

COVENANTS OF THE ISSUER

SECTION 5.01. BOOKS AND RECORDS. The Issuer will keep books and records of the receipt of the Non-Ad Valorem Revenues in accordance with generally accepted accounting principles for governmental units, and any Holder or Holders of the Bond shall have the right at all reasonable times to inspect the records, accounts and data of the Issuer relating thereto.

The Issuer covenants that within one hundred twenty (120) days of the close of each Fiscal Year it will cause to be prepared and filed with the Clerk and mailed to all Holders who shall have filed their names and addresses with the Clerk for such purpose a statement setting forth in respect of the preceding Fiscal Year: (A) the amount of the Non-Ad Valorem Revenues received in the preceding Fiscal Year; (B) the total amounts deposited to the credit of each fund and account created under the provisions of this Resolution, including the Reserve Account; (C) the outstanding principal amount of the Bond; and (D) the amounts on deposit at the end of such Fiscal Year to the credit of each such fund or account. In addition, the Issuer shall provide to the Holder of the Bond (i) a quarterly income and expense statement for three years after the issuance of the Bond, such report to be provided within 20 days of each quarter's end, and (ii) an annual budget and projected cash flow schedule each year.

SECTION 5.02. ANNUAL AUDIT. The Issuer shall, immediately after the close of each Fiscal Year, cause the financial statements of the Issuer to be properly audited by a recognized independent firm of certified public accountants, and shall require such accountants to complete their report on the annual financial statements in accordance with applicable law. Such annual financial statements shall contain, but not be limited to, a balance sheet, an income statement, a statement of changes in financial position, a statement of changes in retained earnings and any other statements as required by law or accounting convention, and a report by such accountants disclosing any material default on the part of the Issuer of any covenant or agreement herein which is disclosed by the audit of the financial statements. The annual financial statements shall be prepared in conformity with generally accepted accounting principles. A copy of the audited financial statements for each Fiscal Year shall be furnished to any Holder of the Bond who shall have furnished his address to the Clerk and requested in writing that the same be furnished to him.

SECTION 5.03. FEDERAL INCOME TAX COVENANTS.

(1) The Issuer covenants with the Bondholder that it shall not use the proceeds of such Bond in any manner which would cause the interest on such Bond to be included in gross income for purposes of federal income taxation.

(2) The Issuer covenants with the Bondholder that neither the Issuer nor any person under its control or direction will make any use of the proceeds of such Bond (or amounts deemed to be proceeds under the Code) in any manner which would cause such Bond to be an "arbitrage bond" within the meaning of Section 148 of the Code and neither the Issuer nor any other person shall do any act or fail to do any act which would cause the interest on such Bond to be included in gross income for purposes of federal income taxation.

(3) The Issuer hereby covenants with the Bondholder that it will comply with all provisions of the Code necessary to maintain the exclusion of interest on the Bond from gross income for purposes of federal income taxation, including, in particular, for payment of any amount required to be rebated to the U. S. Treasury pursuant to the Code.

SECTION 5.04. NO IMPAIRMENT. The pledging of the Pledged Funds in the manner provided herein shall not be subject to repeal, modification or impairment by any subsequent ordinance, resolution or other proceedings of the City Council of the Issuer.

SECTION 5.05. ENTITLEMENT TO PAYMENTS. The Issuer will take all lawful action necessary or required to continue to entitle the Issuer to receive the Non-Ad Valorem Revenues and will take no action which will impair or adversely affect its receipt of Non-Ad Valorem Revenues.

SECTION 5.06. FIDELITY BONDS. The Issuer will require each employee who may handle any Pledged Funds to be covered by a fidelity bond written by a recognized indemnity.

SECTION 5.07. COMPLIANCE WITH LAWS AND REGULATIONS. The Issuer covenants and agrees to perform and comply with, in every respect, all loan agreements which it may have with the Government or with any other governmental agency and with all applicable federal and state laws and regulations.

SECTION 5.08. INSURANCE. The Issuer covenants and agrees to, at all times Bonds remain outstanding hereunder, maintain insurance coverage, including property, public liability, vehicular public liability and worker's compensation insurance, in such amounts as are standard for political subdivisions similar to the Issuer.

SECTION 5.09. DEBT SERVICE COVERAGE. Beginning in 2025, the City covenants to use its best efforts to cause the Non-Ad Valorem Revenues to at least equal the sum of 1.10 times the Annual Debt Service and all required deposits to the Reserve Account. If such ratio drops below 1.1 times for any Fiscal Year, or quarterly financial report, then an independent management consultant shall be engaged at the expense of the Issuer to prepare a fiscal strategy report that documents how the debt service requirement will be met. Such report shall be provided to the Holder not less than 90 days after any quarter in which the coverage referenced above drops below 1.1x.

ARTICLE VI

DEFAULTS AND REMEDIES

SECTION 6.01. EVENTS OF DEFAULT. The following events shall each constitute an "Event of Default":

(A) Default shall be made in the payment of the principal of or interest on the Bond when due.

(B) There shall occur the dissolution or liquidation of the Issuer, or the filing by the Issuer of a voluntary petition in bankruptcy, or the commission by the Issuer of any act of bankruptcy, or adjudication of the Issuer as a bankrupt, or assignment by the Issuer for the benefit of its creditors, or appointment of a receiver for the Issuer, or the entry by the Issuer into an agreement of composition with its creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Issuer in any proceeding for its reorganization instituted under the provisions of the Federal Bankruptcy Act, as amended, or under any similar act in any jurisdiction which may now be in effect or hereafter enacted.

(C) The Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bond or in this Resolution on the part of the Issuer to be performed, and such default shall continue for a period of thirty (30) days after written notice of such default shall have been received from the Holder of the Bond.

SECTION 6.02. REMEDIES. Any Holder of the Bond issued under the provisions of this Resolution or any trustee or receiver acting for such Bondholder may either at law or in equity, by suit, action, mandamus or other proceedings in any court of competent jurisdiction, protect and enforce any and all rights under the Laws of the State of Florida, or granted and contained in this Resolution, and may enforce and compel the performance of all duties required by this Resolution or by any applicable statutes to be performed by the Issuer or by any officer thereof.

The Holder or Holders of the Bond may by a duly executed certificate in writing appoint a trustee for Holders of the Bond issued pursuant to this Resolution with authority to represent such Bondholders in any legal proceedings for the enforcement and protection of the rights of such Bondholders and such certificate shall be executed by such Bondholders or their duly authorized attorneys or representatives, and shall be filed in the office of the Clerk.

SECTION 6.03. REMEDIES CUMULATIVE. No remedy herein conferred upon or reserved to the Bondholders is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

SECTION 6.04. WAIVER OF DEFAULT. No delay or omission of any Bondholder to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default, or an acquiescence therein; and

every power and remedy given by this Section 6.04 to the Bondholder may be exercised from time to time, and as often as may be deemed expedient.

SECTION 6.05. APPLICATION OF MONEYS AFTER DEFAULT. If an Event of Default shall happen and shall not have been remedied, the Issuer or a trustee or receiver appointed for the purpose shall apply all Pledged Funds to the payment of the interest and principal or Redemption Price, if applicable, then due on the Bond, as follows:

(1) Unless the principal of the Bond shall have become due and payable, all such moneys shall be applied:

FIRST: to the payment to the Persons entitled thereto of all installments of interest then due, in the order of the maturity of such installments, and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the Persons entitled thereto, without any discrimination or preference;

SECOND: to the payment to the Persons entitled thereto of the unpaid principal of the Bond which shall have become due at maturity or upon mandatory redemption prior to maturity (other a redemption for the payment of which moneys are held pursuant to the provisions of Section 8.01 of this Resolution), with interest upon such Bond from the respective dates upon which it became due, and, if the amount available shall not be sufficient to pay in full the amount due on any particular date, together with such interest, then to the payment first of such interest, ratably according to the amount of such interest due on such date, and then to the payment of such principal, ratably according to the amount of such principal due on such date, to the Persons entitled thereto without any discrimination or preference; and

THIRD: to the payment of the Redemption Price if the Bond is called for optional redemption pursuant to the provisions of this Resolution.

(2) If the principal of the Bond shall have become due and payable, all such moneys shall be applied to the payment of the principal and interest then due and unpaid upon the Bond, with interest thereon as aforesaid, without preference or priority of principal over interest, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the Persons entitled thereto without any discrimination or preference.

ARTICLE VII

SUPPLEMENTAL RESOLUTIONS

SECTION 7.01. SUPPLEMENTAL RESOLUTION WITHOUT BONDHOLDER'S CONSENT. The Issuer, from time to time and at any time, may adopt such Supplemental Resolutions without the consent of the Bondholder (which Supplemental Resolution shall thereafter form a part hereof) for any of the following purposes:

(A) To cure any ambiguity or formal defect or omission or to correct any inconsistent provisions in this Resolution or to clarify any matters or questions arising hereunder.

(B) to grant to or confer upon the Bondholder any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the Bondholders.

(C) To add to the covenants and agreements of the Issuer in this Resolution other covenants and agreements thereafter to be observed by the Issuer or to surrender any right or power herein reserved to or conferred upon the Issuer.

(D) To specify and determine the matters and things referred to in Sections 2.01 or 2.02 hereof, and also any other matters and things relative to such Bond which are not contrary to or inconsistent with this Resolution as theretofore in effect, or to amend, modify or rescind any such authorization, specification or determination at any time prior to the first delivery of such Bond.

SECTION 7.02. SUPPLEMENTAL RESOLUTION WITH BONDHOLDER'S CONSENT. Subject to the terms and provisions contained in this Section 7.02 and Section 7.01 hereof, the Holder or Holders of the Bond shall have the right, from time to time, anything contained in this Resolution to the contrary notwithstanding, to consent to and approve the adoption of such Supplemental Resolution or Resolutions hereto as shall be deemed necessary or desirable by the Issuer for the purpose of supplementing, modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Resolution. No Supplemental Resolution may be approved or adopted which shall permit or require (A) an extension of the maturity of, the principal of or the payment of the interest on the Bond, (B) reduction in the principal amount of the Bond or the Redemption Price or the rate of interest thereon, (C) the creation of a lien upon or a pledge of the Pledged Funds other than the lien and pledge created by this Resolution which adversely affects any Bondholder. Nothing herein contained, however, shall be construed as making necessary the approval by Bondholder of the adoption of any Supplemental Resolution as authorized in Section 7.01 hereof.

If at any time the Issuer shall determine that it is necessary or desirable to adopt any Supplemental Resolution pursuant to this Section 7.02, the Clerk shall give notice of the proposed adoption of such Supplemental Resolution and the form of consent to such adoption to be mailed, postage prepaid, to the Bondholder at its address as it appears on the registration books. Such notice shall briefly set forth the nature of the proposed Supplemental Resolution and shall state that copies thereof are on file at the offices of the Issuer for inspection by all Bondholders. The Issuer shall not, however, be subject to any liability to any Bondholder by reason of its failure to cause the notice required by this Section 7.02 to be mailed and any such failure shall not affect the

validity of such Supplemental Resolution when consented to and approved as provided in this Section 7.02.

ARTICLE VIII

MISCELLANEOUS

SECTION 8.01. DEFEASANCE. If the Issuer shall pay or cause to be paid or there shall otherwise be paid to the Holder of the Bond the principal or Redemption Price, if applicable, and interest due or to become due thereon, at the times and in the manner stipulated therein and in this Resolution, then the pledge of the Pledged Funds, and all covenants, agreements and other obligations of the Issuer to the Bondholder, shall thereupon cease, terminate and become void and be discharged and satisfied.

The Bond or interest installments appertaining thereto, whether at or prior to the maturity or redemption date, shall be deemed to have been paid within the meaning of this Section 8.01 if (A) in case any such Bond is to be redeemed prior to the maturity thereof, there shall have been taken all action necessary to call such Bond for redemption and notice of such redemption shall have been duly given or provision shall have been made for the giving of such notice, and (B) there shall have been deposited in irrevocable trust with a banking institution or trust company by or on behalf of the Issuer either moneys in an amount which shall be sufficient, or Federal Securities the principal of and the interest on which when due will provide moneys which, together with the moneys, if any, deposited with such bank or trust company at the same time shall be sufficient, to pay the principal of or Redemption Price, if applicable, and interest due and to become due on said Bond on and prior to the redemption date or maturity date thereof, as the case may be. Except as hereafter provided, neither the Federal Securities nor any moneys so deposited with such bank or trust company nor any moneys received by such bank or trust company on account of principal of or Redemption Price, if applicable, or interest on said Federal Securities shall be withdrawn or used for any purpose other than, and all such moneys shall be held in trust for and be applied to, the payment, when due, of the principal of or Redemption Price, if applicable, of the Bond for the payment or redemption of which they were deposited and the interest accruing thereon to the date of maturity or redemption.

In the event the Bond for which moneys are to be deposited for the payment thereof in accordance with this Section 8.01 is not by their terms subject to redemption within the next succeeding sixty (60) days, the Issuer shall mail a notice to the Holder of such Bond that the deposit required by this Section 8.01 of moneys or Federal Securities has been made and said Bond is deemed to be paid in accordance with the provisions of this Section 8.01 and stating such maturity or redemption date upon which moneys are to be available for the payment of the principal of or Redemption Price, if applicable, and interest on said Bond.

For purposes of this Section 8.01, the term "Federal Securities," in addition to the securities provided in the definition of such term in Section 1.01 hereof, shall include any bonds or other obligations of any state of the United States of America or Puerto Rico or of any agency, instrumentality or local governmental unit of any such state or Puerto Rico (A) which are (1) not callable prior to maturity or (2) as to which irrevocable instructions have been given to the fiduciary for such bonds or other obligations by the obligor to give due notice of redemption and to call such bonds for redemption on the date or dates specified in such instructions, (B) which are secured as to principal, redemption premium, if any, and interest by a fund consisting only of cash or Federal Securities, secured in the manner set forth in this Section 8.01, which fund may be

applied only to the payment of such principal of, redemption premium, if any, and interest on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as the case may be, and (C) as to which the principal of and interest on the Federal Securities, which have been deposited in such fund along with any cash on deposit in such fund are sufficient to pay principal of, redemption premium, if any, and interest on the bonds or other obligations on the maturity date or dates thereof or on the redemption date or dates specified in the irrevocable instructions referred to in clause (A) above.

Nothing herein shall be deemed to require the Issuer to call the Bond for redemption prior to maturity pursuant to any applicable optional redemption provisions, or to impair the discretion of the Issuer in determining whether to exercise any such option for early redemption.

Notwithstanding the foregoing, any Bond owned by the Government may not be defeased.

SECTION 8.02. SALE OF BOND. The Bond is hereby awarded to the United States Department of Agriculture, Rural Housing Services, under the terms set forth herein.

SECTION 8.03. SEVERABILITY OF INVALID PROVISIONS. If any one or more of the covenants, agreements or provisions of this Resolution shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements and provisions of this Resolution and shall in no way affect the validity of any of the other covenants, agreements or provisions hereof or of the Bond issued hereunder.

SECTION 8.04. REPEAL OF INCONSISTENT RESOLUTIONS. All ordinances, resolutions or parts thereof in conflict herewith are hereby superseded and repealed to the extent of such conflict.

SECTION 8.05. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

The Mayor thereupon declared the Resolution duly passed and adopted this the 14th day of May, 2024.

CITY OF CHIPLEY, FLORIDA

(SEAL)

Mayor

ATTEST:

City Clerk

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Resolution No. 24-25 – USDA Bond Closing Supplement

MEETING DATE

Tuesday, May 14, 2024

PREPARED BY

Patrice Tanner, City Administrator

SUMMARY

This resolution will amend and supplement the Authorizing Resolution and provide for the issuance of a single Public Improvement Revenue Bond in the principal amount of \$238,000.

RECOMMENDATION

City Staff recommend approval of Resolution No. 24-25.

ATTACHMENTS

1. Resolution No. 24-25.

EXECUTION COPY

RESOLUTION NO. 24-25

A RESOLUTION AMENDING AND SUPPLEMENTING A RESOLUTION ENTITLED: "A RESOLUTION AUTHORIZING THE ISSUANCE BY THE CITY OF CHIPLEY, FLORIDA OF \$238,000 IN AGGREGATE PRINCIPAL AMOUNT OF ITS PUBLIC IMPROVEMENT REVENUE BOND, SERIES 2024 TO FINANCE THE COST OF THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF A FIRE TRUCK; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; PROVIDING FOR THE RIGHTS OF THE HOLDERS OF SUCH BOND; PROVIDING OTHER MATTERS; AND PROVIDING AN EFFECTIVE DATE;" PROVIDING FOR THE ISSUANCE OF \$238,000 IN AGGREGATE PRINCIPAL AMOUNT OF THE CITY'S PUBLIC IMPROVEMENT REVENUE BOND, SERIES 2024; PROVIDING CERTAIN TERMS AND DETAILS OF SAID BOND; PROVIDING FOR THE APPLICATION OF THE PROCEEDS OF SAID BOND; AND PROVIDING AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHIPLEY, FLORIDA (THE "ISSUER"):

SECTION 1. FINDINGS. It is hereby found and determined that:

(A) On May 14, 2024, the City Council of the City of Chipley, Florida (the "Issuer") duly adopted a resolution (the "Authorizing Resolution"), the title of which Authorizing Resolution is quoted in the title of this Supplemental Resolution, for the purposes described therein, authorizing, among other things, the issuance of its Public Improvement Revenue Bond, Series 2024.

(B) The Issuer desires by this Supplemental Resolution to amend the Authorizing Resolution and to provide for the issuance of a single Public Improvement Revenue Bond in the principal amount of \$238,000 (the "Bond").

(C) The principal of, interest and redemption premium, if any, on the Bond and all required reserve fund and other payments shall be payable solely from the Pledged Funds and other sources as provided in the Authorizing Resolution.

(D) Due to the present volatility of the market for obligations such as the Bond and the complexity of the transactions relating to such Bond, it is in the best interest of the Issuer to sell the Bond by a negotiated sale, allowing the Issuer to enter the market at the most advantageous

time, rather than at a specified advertised date, thereby permitting the Issuer to obtain the best possible price and interest rate for the Bond.

(E) The United States of America, acting through the Rural Development Program, U.S. Department of Agriculture (the "Purchaser"), has offered to purchase the \$238,000 aggregate original principal amount of the Bond from the Issuer as evidenced in the Closing Instructions attached hereto as Exhibit A (the "Closing Instructions") and the Issuer does hereby find and determine that it is in the best financial interest of the Issuer that the terms expressed in the Closing Instructions be accepted by the Issuer.

(F) The Authorizing Resolution provides that the Bond shall mature on such date and in such amount, shall bear such rate of interest, shall be payable in such place and shall be subject to such redemption provisions as shall be determined by Supplemental Resolution adopted by the Issuer; and it is now appropriate that the Issuer determine such terms and details.

SECTION 2. DEFINITIONS. When used in this Supplemental Resolution, the terms defined in the Authorizing Resolution shall have the meanings therein stated, except as such definitions shall be hereinafter amended and defined.

SECTION 3. AUTHORITY FOR THIS SUPPLEMENTAL RESOLUTION. This Supplemental Resolution is adopted pursuant to the provisions of the Act and other applicable provisions of law.

SECTION 4. AUTHORIZATION AND DESCRIPTION OF THE BOND. The Issuer hereby determines to issue the Bond as a single Bond in the principal amount of \$238,000, to be known as its "Public Improvement Revenue Bond, Series 2024" for the principal purposes of providing moneys for the acquisition and equipping of a fire truck. Said Bond shall be dated May 23, 2024, shall be issued in the form of one fully registered Bond in the denomination of \$238,000, and shall (except as otherwise provided herein) bear interest from May 23, 2024, payable on each May 23, commencing May 23, 2025. The Bond shall bear interest at the rate of 3.50%, computed on a 365-day year. The principal amount of the Bond shall be payable annually on each May 23, commencing May 23, 2025, in the following amounts on the following dates:

| Payment Date (May 23) | Principal | Payment Date (May 23) | Principal |
|--------------------------|-----------|--------------------------|-----------|
| 2025 | \$8,418 | 2035 | \$11,875 |
| 2026 | 8,713 | 2036 | 12,291 |
| 2027 | 9,018 | 2037 | 12,721 |
| 2028 | 9,334 | 2038 | 13,166 |
| 2029 | 9,660 | 2039 | 13,627 |
| 2030 | 9,999 | 2040 | 14,104 |
| 2031 | 10,348 | 2041 | 14,598 |

| | | | |
|------|--------|------|--------|
| 2032 | 10,711 | 2042 | 15,109 |
| 2033 | 11,086 | 2043 | 15,637 |
| 2034 | 11,474 | 2044 | 16,111 |

with the balance of all principal plus interest accrued to the date due May 23, 2044.

SECTION 5. REDEMPTION PROVISIONS. The Bond are subject to redemption prior to maturity, in whole or in part, at the option of the Issuer, in inverse order of maturity, on any May 23, upon payment of the Redemption Price equal to the remaining principal amount thereof, plus accrued interest to the date of redemption.

The Bond is subject to mandatory redemption prior to maturity as described in the Authorizing Resolution.

SECTION 6. SALE OF THE BOND. The Bond shall be sold to the Purchaser at a purchase price of \$238,000.

SECTION 7. GENERAL AUTHORITY. The members of the City Council of the Issuer and the officers, attorneys and other agents or employees of the Issuer are hereby authorized to do all acts or things required of them by this Supplemental Resolution or the Authorizing Resolution, or desirable or consistent with the requirements hereof or of the Authorizing Resolution, for the full, punctual and complete performance of all the terms, covenants and agreements contained herein or in the Bond or the Authorizing Resolution, and each member, employee, attorney and officer of the Issuer are hereby authorized and directed to execute and deliver any and all papers and instruments and to be and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated hereunder.

SECTION 8. SEVERABILITY AND INVALID PROVISIONS. If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of the law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof or of the Bond.

SECTION 9. RESOLUTION TO CONTINUE IN FORCE. Except as herein expressly provided, the Authorizing Resolution and all the terms and provisions thereof are and shall remain in full force and effect.

SECTION 10. EFFECTIVE DATE. This Supplemental Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 14th day of May, 2024.

CHIPLEY, FLORIDA

Tracy L. Andrews, Mayor

(SEAL)

ATTEST:

Sherry Snell, City Clerk

DRAFT

EXHIBIT A
THE CLOSING INSTRUCTIONS

DRAFT

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Resolution No. 24-26 – FDLE JAGD Grant

MEETING DATE

Tuesday, May 14, 2024

PREPARED BY

Michael Richter, Police Lieutenant

SUMMARY

This resolution will be approval of the submission of an application to the State of Florida Department of Law Enforcement for the Edward Byrne Memorial Justice Assistance Grant Direct (JAGD) for the purchase of a traffic radar data collector in the amount of \$1,579.00. The additional funds in the approximate amount of \$1,416.00 will be utilized from the Police Department budget. This will provide Law Enforcement with further resources in which to determine when and where to focus traffic enforcement efforts. This will allow better time management freeing the officer’s time up and allowing them to focus on targeted areas decreasing the number of speed traffic complaints due to the efforts of this program through both the enforcement aspect as well as the educational aspects of the traffic radar data collector.

RECOMMENDATION

City Staff recommend approval of Resolution No. 24-26.

ATTACHMENTS

1. Resolution No. 24-26.

RESOLUTION NO. 24-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHIPLEY, FLORIDA AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE STATE OF FLORIDA DEPARTMENT OF LAW ENFORCEMENT FOR THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT DIRECT (JAGD) FOR FEDERAL FISCAL YEAR 2023.

WHEREAS, the City of Chipley desires to submit an application to the State of Florida Department of Law Enforcement for the Edward Byrne Memorial Justice Assistance Grant Direct (JAGD), (CFDA 16.738); and

WHEREAS, the Department is experiencing high traffic speed complaints on local roadways; and

WHEREAS, the purchase of a traffic radar data collector will provide Law Enforcement with further resources in which to determine when and where to focus traffic enforcement efforts. The allocation of this traffic radar data collector will be paired with previously purchased speed signs to provide the Chipley Police Department with data on when and where to focus traffic efforts. The traffic radar data collector will allow us to collect data before an officer ever has to spend valuable time at the site. With the accurate data collected, we can decide if there is a problem and how to address it. This will allow better time management freeing the officer's time up and allowing them to focus on targeted areas decreasing the number of speed traffic complaints due to the efforts of this program through both the enforcement aspect as well as the educational aspects of the traffic radar data collector.

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 Edward Byrne Memorial Justice Assistance Grant Direct in the amount of \$1,579.00.
2. That the Mayor is hereby authorized to execute all documents required in connection with the filing of said application.
3. That additional funds in the approximate amount of \$1416.00 will be utilized from the Police Department budget.
4. A certified copy of this Resolution be forwarded to the FDLE along with the application.

PASSED AND ADOPTED THIS 14TH DAY OF MAY, 2024.

CITY OF CHIPLEY

ATTEST:

Tracy L. Andrews, Mayor

Sherry Snell,
City Clerk

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Resolution No. 24-27 – COPS Hiring Program

MEETING DATE

Tuesday, May 14, 2024

PREPARED BY

Michael Richter, Police Lieutenant

SUMMARY

This resolution will be the approval of the submission of an application to the Department of Justice for a COPS Hiring Program Grant in the amount of \$250,000.00 for two (2) Officers, for a period of five (5) years with the grant covering up to 75% of each Officers salary for three (3) years, but no more than \$125,000.00 in the three (3) year period for each officer, which means the city will be responsible for all salaries not paid by the grant.

The City portion of the salaries:

Year 1 - \$51,049.84

Year 2 - \$55,298.86

Year 3 - \$59,668.78

Year 4 - \$147,493.04

Year 5 - \$152,104.86

RECOMMENDATION

City Staff recommend approval of Resolution No. 24-27.

ATTACHMENTS

1. Resolution No. 24-27.
2. DOJ FY 24 COPS Hiring Program Salary Estimate.

RESOLUTION NO. 24-27

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHIPLEY, FLORIDA AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE DEPARTMENT OF JUSTICE FOR THE FISCAL YEAR 24 COPS HIRING PROGRAM.

WHEREAS, the City of Chipley desires to submit an application to the Department of Justice for the Fiscal Year 24 COPS Hiring Program – PKG00285838 – CFDA No. 16.710, Community Policing Services; and

WHEREAS, the grant application is for two (2) Officers, and is for a period of five (5) years with the grant covering up to 75% of each Officers salary for three (3) years, but no more than \$125,000 in the three (3) year period for each officer, which means the city will be responsible for all salaries not paid by the grant; and

WHEREAS, the Chipley Police Department recognizes the need for further investment in community policing efforts to effectively address the needs of our community. To this end, we propose the expansion of our community policing program through the hiring of two additional patrol officers, implementation of projects to analyze and assess community problems, and adjustments to personnel and agency management to support community policing activities; and

WHEREAS, the Objectives are to increase the capacity of the Chipley Police Department to engage in community policing activities; enhance the effectiveness of community policing efforts in addressing local issues and building trust within the community; provide resources and support to officers engaged in community-oriented policing initiatives; and strengthen partnerships with community members, organizations, and agencies to address shared concerns and improve public safety.

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 a COPS Grant in the amount of \$250,000.00.
2. That the Mayor is hereby authorized to execute all documents required in connection with the filing of said application.
3. A certified copy of this Resolution be forwarded to the DOJ along with the application.

PASSED AND ADOPTED THIS 14TH DAY OF MAY, 2024.

CITY OF CHIPLEY

ATTEST:

Tracy L. Andrews, Mayor

Sherry Snell,
City Clerk

City of Chipley
 DOJ FY 24 COPS Hiring Program
 Estimate Only

| Grant Year | Title | Salary Plus Benefits | Grant Portion | City Portion |
|------------|-----------------------|----------------------|-------------------|-------------------|
| 1 | Patrol Officer No. 1 | 67,191.58 | 41,666.66 | 25,524.92 |
| | Patrol Officer No. 2 | 67,191.58 | 41,666.66 | 25,524.92 |
| | Year 1 Totals | | 83,333.32 | 51,049.84 |
| 2 | Patrol Officer No. 1 | 69,316.09 | 41,666.66 | 27,649.43 |
| | Patrol Officer No. 2 | 69,316.09 | 41,666.66 | 27,649.43 |
| | Year 2 Totals | | 83,333.32 | 55,298.86 |
| 3 | Patrol Officer No. 1 | 71,501.07 | 41,666.68 | 29,834.39 |
| | Patrol Officer No. 2 | 71,501.07 | 41,666.68 | 29,834.39 |
| | Year 3 Totals | | 83,333.36 | 59,668.78 |
| 4 | Patrol Officer No. 1 | 73,746.52 | 0.00 | 73,746.52 |
| | Patrol Officer No. 2 | 73,746.52 | 0.00 | 73,746.52 |
| | Year 4 Totals | | 0.00 | 147,493.04 |
| 5 | Patrol Officer No. 1 | 76,052.43 | 0.00 | 76,052.43 |
| | Patrol Officer No. 2 | 76,052.43 | 0.00 | 76,052.43 |
| | Year 5 Totals | | 0.00 | 152,104.86 |
| | Program Totals | | 250,000.00 | 465,615.38 |

Note: The grant is for a period of 5 years with the grant covering up to 75% of an officers salary for 3 years, but no more than \$125,000 in the 3-year period.

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Resolution No. 24-28 – Annual Election

MEETING DATE

Tuesday, May 14, 2024

PREPARED BY

Patrice Tanner, City Administrator

SUMMARY

This resolution will approve the election qualifying dates of July 8-12, 2024 and election dates of September 3, 2024, and if necessary, September 24, 2024.

RECOMMENDATION

City Staff recommend approval of Resolution No. 24-28.

ATTACHMENTS

1. Resolution No. 24-28.

RESOLUTION NO. 24-28**A RESOLUTION OF THE CITY OF CHIPLEY, FLORIDA, DECLARING
A GENERAL ELECTION OF MUNICIPAL OFFICERS OF THE CITY.**

WHEREAS, Chapter 12 – Elections, Section 12-2 – Conducting Elections of the City Code requires that the City Council make all necessary arrangements for holding annual city elections and declaring the results thereof.

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

1. That an election of the City of Chipley, Florida, for the election of Municipal Officers of Council Member Ward 1, Ward 4 and Member-At-Large, is hereby called to be held at the Chipley City Hall on the first Tuesday in August, to-wit: September 3, 2024, and, if necessary, on the fourth Tuesday in August, to-wit: September 24, 2024.
2. That if at the first primary election to be held on September 3, 2024, a candidate for the City Council receives a majority of the votes cast for all candidates for the respective Ward, or if such candidate for such office has no opposition at said first primary, the candidate shall be so elected for such office. And, in the event a person shall not be so elected for such office by receiving a majority of the votes cast for all candidates for such offices, or by having no opposition as herein above provided, then there shall be a run off election between the two individuals receiving the greatest number of votes on September 24, 2024, for the election of all candidates for elective offices for which election was not made in the first primary.
3. Any person who meets the qualifications set forth in the City Code for holding an elected office desiring to qualify as a candidate for any of the offices shall have from 8:00 a.m. July 8, 2024, until 4:00 p.m. on July 12, 2024, to qualify with the City Clerk of the City of Chipley, Florida.
4. That three inspectors, one bailiff and one clerk will be appointed for said election.
5. That notice of holding election qualifying shall be given prior to the dates of qualifying once each week for at least two (2) consecutive weeks just prior to qualifying; and that notice of holding said elections shall be given prior to the date of such elections once the fifth week prior to the election and once each week for at least two (2) consecutive weeks just prior to the election, by publication in at least one newspaper of local circulation published in the City of Chipley.
6. That on September 3, 2024, and if necessary, on September 24, 2024, the poll (Chipley City Hall) shall open at 7:00 a.m. CST, and shall be closed at 7:00 p.m. CST.

PASSED AND ADOPTED THIS 14th DAY OF MAY, 2024.

CITY OF CHIPLEY

Tracy L. Andrews, Mayor

ATTEST:

Sherry Snell,
City Clerk

DRAFT

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Halfway Houses in the City - Discussion

MEETING DATE

Tuesday, May 14, 2024

PREPARED BY

Patrice Tanner, City Administrator

SUMMARY

Mr. Holland Kent would like to discuss the possibility of approving city code to include rules and regulations for halfway houses within the city limits of Chipley.

RECOMMENDATION

Discussion.

ATTACHMENTS

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Land Lease Agreement – Chipley Station

MEETING DATE

Tuesday, May 14, 2024

PREPARED BY

Patrice Tanner, City Administrator

SUMMARY

This agreement will approve a thirty (30) year lease with Wolf Pack Alliance, LLC for six (6) parking spaces to be used for food trucks at the Chipley Station.

RECOMMENDATION

City Staff recommend approval of agreement.

ATTACHMENTS

1. Non-Residential Net Ground Lease.

NON-RESIDENTIAL NET GROUND LEASE

THIS LEASE is made and executed in duplicate, by and between the City of Chipley, whose address is 1442 W. Jackson Ave, Chipley FL 32428, hereinafter (jointly and severally) called Lessor, and Wolf Pack Alliance, LLC, whose address is 6420 NW Lambert Ln, Camas, WA 98607, hereinafter (jointly and severally) called Lessee.

1. DESCRIPTION OF PREMISES. Lessor leases to Lessee, and Lessee hires from Lessor, as herein provided, the real property located more particularly described as:

SEE ATTACHED EXHIBIT "A"

2. TERM. The term of this lease is thirty (30) years, beginning _____, 20__, and ending _____, 20__.

3. RENT. Lessee, in consideration of the premises herein set forth, agrees to pay Lessor, by check payable to Lessor and delivered to their above address, as base rent for the above-described premises, the sum of \$1.00 per year, plus all state sales and rental taxes and all other sums owed by in under this agreement.

It is the intention of Lessor and Lessee that the Rent payable hereunder shall be absolutely net to Lessor during the Lease term, and all costs, expenses, and obligations of every kind caused by or arising out of the use or possession of the Leased Premises by Lessee (except as otherwise specifically provided herein), including without limitation all ad valorem taxes, assessments, utilities, and maintenance and repair expenses which may arise or be incurred or due during the Lease term, all of which shall be paid solely by Lessee, and Lessor shall be indemnified by Lessee against any and all such costs, expenses and obligations.

4. The premises are leased to be used for the construction by Lessee of a food truck parking area only. Lessee agrees to restrict the use to such purpose, and not to use, or permit the use of, the premises for any other purpose without first obtaining the consent in writing of Lessor, or of Lessor's authorized agent. In the event that Lessee ceases business operations at the leased premises, this agreement shall immediately terminate and Lessor shall be entitled to retake possession of the premises.

5. Lessee shall not commit, or allow to be committed, any waste on the premises, create or allow any nuisance to exist on the premises, or use or allow the premises to be used for any unlawful purpose.

6. Lessee acknowledges that it has received possession of the premises and that the premises are in good and proper condition for the intended use.

7. All electricity, water and gas utility and other utilities or utility deposits and licenses required for the operation of the leased premises, shall be and remain in the name of Lessee and shall be promptly paid by Lessee.

8. All construction, maintenance and upkeep within the premises and building shall be the sole responsibility of and paid by Lessee. Lessee shall, throughout the term of this agreement and any extension or hold-over period, maintain the Leased Property and all improvements thereon (including Lessee's improvements) and shall make all necessary repairs thereto, structural and non-structural, ordinary and extraordinary. In particular (but without limitation), Lessee shall be responsible at Lessee's sole expense and cost to repair and replace as reasonably necessary all air conditioning, appliances, ceiling tiles, flooring and carpeting, roofing, painting, and other elements of the Leased Premises (whether arising from casualty, accident, normal wear and tear, or otherwise). All repairs and maintenance shall be made by Lessee in conformity with the overall construction and appearance of the improvements on the Leased Property, shall be equal and quality and class to the original work, and shall be in accordance with all state and local building codes and all governmental regulations.

The parties expressly agree and understand that the Lessor's interest in the leased lands shall be prior and superior to any claim of the Lessee and to any person, firm or corporation claiming through the Lessee, including (but not limited to) any mechanic, laborer, supplier, or any person claiming through or under Fla. St. Chapter 713. Lessee shall indemnify and hold Lessor and the Leased Premises harmless and free from and against any liens or claims against them on account of any unpaid bills for any such construction, improvements, repairs or maintenance.

In addition, Lessee agrees to maintain the premises in clean and sanitary condition and to pay the cost of all pest control necessary or appropriate to the keeping of the premises in clean and sanitary condition free from all pests and infestations of any and all kinds.

9. Lessor represent that the premises are in fit condition for use for its intended purposes as stated above. Lessee agrees to accept the premises on possession in their current condition as being in a good state of repair and in sanitary condition. Lessee shall surrender the premises with all improvements constructed by Lessee to Lessor at the end of the lease term, if the Lease is not renewed, allowing for reasonable use and wear, and damage by acts of God, including fire and storms. Lessee shall remove all business signs or symbols placed on the premises by any person (other than Lessor) before redelivery of the premises to Lessor, and to restore the portion of the premises on which they were placed in the same condition as before their placement.

10. Partial or total destruction of the leased premises shall not render this Lease void or voidable, or terminate it or result in any abatement of the rent due hereunder.

11. Lessee will not construct or place, or permit to be constructed or placed, signs, awnings, marquees, or other structures projecting from the exterior of the

premises which, in Lessor's opinion, are offensive or otherwise objectionable. If Lessee fails to remove such signs, displays, advertisements, or decorations within 10 days after receiving written notice from Lessor to remove the same, Lessor reserves the right to enter the premises and remove them at Lessee's expense.

12. LESSEE TO CARRY LIABILITY INSURANCE; INDEMNIFICATION. Lessee shall procure and maintain in force during the term of this Lease, and any extension thereof, at Lessee's sole expense, public liability insurance, in companies and through brokers approved by Lessor, adequate to protect against liability for damage claims through public use of or arising out of accidents occurring in or around the leased premises, in a minimum amount of \$1,000,000.00 for each person injured; \$1,000,000.00 for any one accident; and \$50,000.00 for property damage. Such insurance policies shall provide coverage for Lessor's contingent liability on such claims or losses. A copy of the policies shall be delivered to Lessor upon request. Lessee agrees to obtain a written obligation from the insurers to notify Lessor in writing at least twenty (20) days prior to cancellation or refusal to renew any such policies. Lessee agrees that if such insurance policies are not kept in force during the entire term of this Lease, and any extension thereof, Lessor may procure the necessary insurance and pay the premium therefor, and that such premium shall be repaid to Lessor as an additional rent installment for the month following the date on which such premiums are paid.

In addition, the parties agree and acknowledge that Lessee shall be deemed to be in the exclusive control and possession of the Leased Premises, and Lessor shall in no way or event whatsoever be liable for any injury or damage to any person or property (including, but not limited to, the Leased Property), nor to any property of Lessee, nor to any person, firm, corporation or business, on account of or related in any way to the Leased Premises. Lessee agrees to indemnify and hold harmless Lessor of and from any claim, cause of action, damages or other matter related to any use or occupancy of the leased premises by Lessee or its agents, employees, invitees, guests, patients, or any other person on any portion of Lessee's or Lessor's premises at the instance of or with the permission or consent of Lessee. Lessee further agrees to pay the cost of defense of Lessor (including a reasonable attorney fee in all trial, appellate and bankruptcy courts) against any and all such claims.

14. ASSIGNMENT, SUBLEASE, OR LICENSE FOR OCCUPATION BY OTHER PERSON. Lessee agrees not to assign or sublease the leased premises, or any part thereof, or any right or privilege connected therewith, or to allow any other person, except Lessee's business invitees, guests, agents and employees, to occupy the premises or any part thereof, without the prior written consent of the Lessor (which consent shall not be unreasonably withheld). Any such assignment or sublease shall be void and unenforceable as against Lessor.

15. In the event that Lessee shall fail to timely make any payment required hereunder within 10 days of the due date thereof, Lessee shall additionally owe and pay to Lessor a late charge in the amount of 10% of each due and unpaid payment, plus

interest on the payment and late charge at the rate of 10% per annum. In addition, if Lessee breaches this Lease, Lessor shall have all available remedies in equity or at law.

16. If Lessee shall fail to perform or shall breach: a) any obligation under this Lease to pay monies; or b) any other obligation under this Lease other than for the payment of monies for ten (10) days after written notice specifying the performance required shall have been given to Lessee;

then Lessor may retain the services of an attorney, and Lessee shall reimburse and pay to Lessor all of Lessor's expenses of enforcing or asserting any of its rights or Lessee's obligations hereunder, including a reasonable attorney's fee for services in any trial, appellate or bankruptcy court.

17. MANNER OF GIVING NOTICE. Notices given pursuant to the provisions of this Lease, or necessary to carry out its provisions of this Lease, or necessary to carry out its provisions, shall be in writing, and delivered personally to the person to whom the notice is to be given, or mailed postage prepaid, addressed to such person, to the addresses listed above.

18. EFFECT OF LESSOR'S WAIVER. Lessor's waiver of breach of one covenant or condition of this Lease is not a waiver of breach of others, or of subsequent breach of the one waived. Moreover, no waiver or estoppel shall be effective as against Lessor unless such be evidenced by a written statement or document signed by Lessor and by Lessor's attorney.

19. LEASE APPLICABLE TO SUCCESSORS. This Lease and the covenants and conditions hereof apply to and are binding on the heirs, successors, legal representatives, and assigns of the parties. Lessor shall sell, convey, mortgage or otherwise assign his interest in the leased premises (if at all) expressly subject to all provisions of this lease and shall affirmatively disclose the provisions and existence of this lease to any such assignee or successor in interest. Any successor in interest of Lessor shall take the property subject to all provisions hereof.

20. RELATIONSHIP OF PARTIES. Lessee and Lessor agree that the relationship between them shall be solely that of tenant and landlord. Nothing contained in this or in any other agreement or document shall be deemed to create a partnership, tenancy-in-common, joint tenancy, joint venture or co-ownership by or between Lessee and Lessor. Lessor shall not be in any way responsible or liable for debts, losses, obligations or duties of Lessee with respect to any matter whatsoever.

21. TIME OF ESSENCE. Time is of the essence of this Lease.

22. RADON. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state

guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. This disclosure is required by Florida law to be contained in all contracts for sale or lease of buildings.

23. Personal guaranty. By their execution hereof as individuals, the undersigned principals of Lessee, being _____ and _____, do hereby personally guaranty all obligations of Lessee hereunder (or otherwise arising at law or in equity with respect to the subject premises), to the same extent as if each guarantor were the principal obligor or lessee. Each guarantor agrees to pay and discharge each such obligation of Lessee when due, by acceleration or otherwise, in accordance with the terms hereunder, and hereby waives all notice of acceptance of this guaranty, notice or demand, notice of maturity, payment or default of any obligation, and any other requirement or notice necessary to bind it hereunder, including but not limited to presentment, notice of dishonor and protest. All promises, representations, warranties, and obligations of each Lessee and guarantor hereunder or with respect to the subject leased property shall be deemed joint and several.

24. Miscellaneous. This Agreement or any section thereof shall not be construed against any party due to the fact that said Agreement or any section thereof was drafted by said party. Nothing herein shall be construed to be to the benefit of any third party, nor is it intended that any provision shall be for the benefit of any third party. This Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Agreement. There are no promises, representations or warranties, other than those set forth herein.

EXECUTED the date first above written.

ATTEST:

City of Chipley, Florida, as Lessor

Sherry Snell, City Clerk

By: Tracy Andrews, Mayor

(THIS SPACE LEFT INTENTIONALLY BLANK)

Witness-- As Lessee (SEAL)

Witness-- As Guarantor (SEAL)

As Guarantor (SEAL)

STATE OF FLORIDA:
COUNTY OF _____:

THE FOREGOING INSTRUMENT was acknowledged before me this _____,
20____, by _____, on behalf of _____, as Lessee,
and _____ and
_____, individually as guarantors, who are
personally known to me or who produced _____ as identification
and who did take an oath.

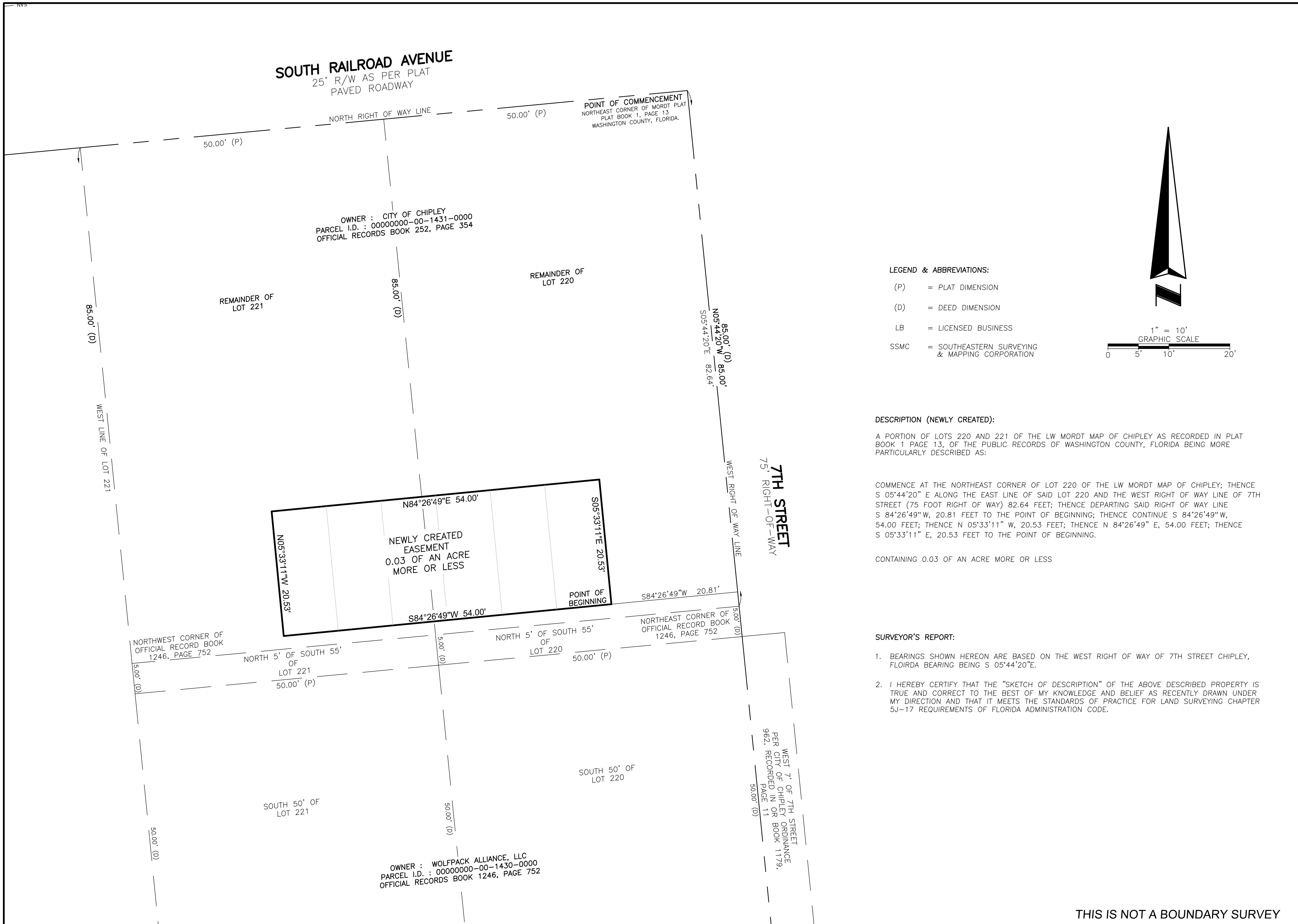
Notary Public
My Commission Expires:

EXHIBIT "A"

A PORTION OF LOTS 220 AND 221 OF THE LW MORDT MAP OF CHIPLEY AS RECORDED IN PLAT BOOK 1 PAGE 13, OF THE PUBLIC RECORDS OF WASHINGTON COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCE AT THE NORTHEAST CORNER OF LOT 220 OF THE LW MORDT MAP OF CHIPLEY; THENCE S 05°44'20" E ALONG THE EAST LINE OF SAID LOT 220 AND THE WEST RIGHT OF WAY LINE OF 7TH STREET (75 FOOT RIGHT OF WAY) 82.64 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE S 84°26'49" W, 20.81 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 84°26'49" W, 54.00 FEET; THENCE N 05°33'11" W, 20.53 FEET; THENCE N 84°26'49" E, 54.00 FEET; THENCE S 05°33'11" E, 20.53 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.03 OF AN ACRE MORE OR LESS.



SOUTH RAILROAD AVENUE
25' R/W AS PER PLAT
PAVED ROADWAY

POINT OF COMMENCEMENT
NORTHEAST CORNER OF MORDT PLAT
PLAT BOOK 1, PAGE 13
WASHINGTON COUNTY, FLORIDA.

OWNER : CITY OF CHIPLEY
PARCEL I.D. : 00000000-00-1431-0000
OFFICIAL RECORDS BOOK 252, PAGE 354

REMAINDER OF
LOT 220

REMAINDER OF
LOT 221

**NEWLY CREATED
EASEMENT**
0.03 OF AN ACRE
MORE OR LESS

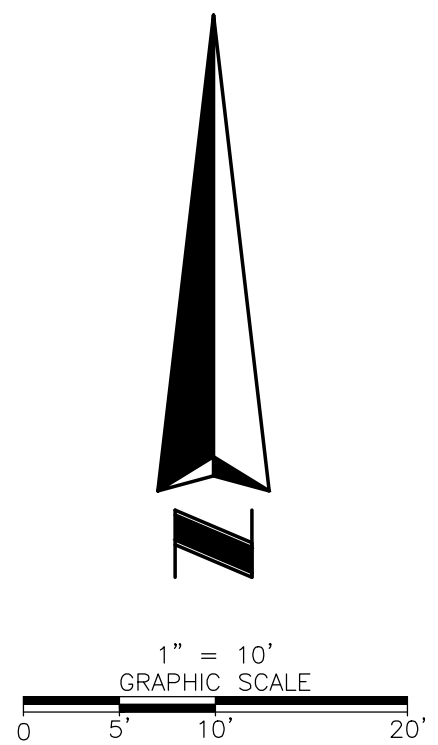
POINT OF BEGINNING

NORTHEAST CORNER OF
OFFICIAL RECORD BOOK
1246, PAGE 752

OWNER : WOLFPACK ALLIANCE, LLC
PARCEL I.D. : 00000000-00-1430-0000
OFFICIAL RECORDS BOOK 1246, PAGE 752

LEGEND & ABBREVIATIONS:

(P) = PLAT DIMENSION
(D) = DEED DIMENSION
LB = LICENSED BUSINESS
SSMC = SOUTHEASTERN SURVEYING & MAPPING CORPORATION



DESCRIPTION (NEWLY CREATED):

A PORTION OF LOTS 220 AND 221 OF THE LW MORDT MAP OF CHIPLEY AS RECORDED IN PLAT BOOK 1 PAGE 13, OF THE PUBLIC RECORDS OF WASHINGTON COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCE AT THE NORTHEAST CORNER OF LOT 220 OF THE LW MORDT MAP OF CHIPLEY; THENCE S 05°44'20" E ALONG THE EAST LINE OF SAID LOT 220 AND THE WEST RIGHT OF WAY LINE OF 7TH STREET (75 FOOT RIGHT OF WAY) 82.64 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE S 84°26'49"W, 20.81 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 84°26'49"W, 54.00 FEET; THENCE N 05°33'11" W, 20.53 FEET; THENCE N 84°26'49" E, 54.00 FEET; THENCE S 05°33'11" E, 20.53 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.03 OF AN ACRE MORE OR LESS

SURVEYOR'S REPORT:

1. BEARINGS SHOWN HEREON ARE BASED ON THE WEST RIGHT OF WAY OF 7TH STREET CHIPLEY, FLORIDA BEARING BEING S 05°44'20"E.
2. I HEREBY CERTIFY THAT THE "SKETCH OF DESCRIPTION" OF THE ABOVE DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS RECENTLY DRAWN UNDER MY DIRECTION AND THAT IT MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYING CHAPTER 5J-17 REQUIREMENTS OF FLORIDA ADMINISTRATION CODE.

| | | |
|---|--|--|
| SSMC SUE • SURVEY • GIS | SOUTHEASTERN SURVEYING AND MAPPING CORPORATION | TONY G. SYBETT PROFESSIONAL SURVEYOR & MAPPER PSM NO. 2943 |
| SOUTHEASTERN SURVEYING AND MAPPING CORPORATION PANAHA CITY, FLORIDA 32401 PANAHA CITY, FLORIDA 32401 e-mail: tgs@ssmc.com Certification Number 1427108 | BY: _____ REVISION DATE: _____ SHEET NUMBER 1 OF 1 NOT VALID WITHOUT SHEETS 1 THROUGH 1 | Scale: 1" = 10' Drawn By: KGH Date: 3/13/24 |
| SKETCH AND DESCRIPTION | CHIPLEY STATION CHIPLEY, FLORIDA | CITY OF CHIPLEY |
| Certified to: | DRAWING NUMBER | 70605002 |
| Project: | SHEET NUMBER | 1 OF 1 |
| Field Date: | THIS IS NOT A BOUNDARY SURVEY | |

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Live Local Act - Discussion

MEETING DATE

Tuesday, May 14, 2024

PREPARED BY

Patrice Tanner, City Administrator

SUMMARY

Attorney Jordan would like to discuss the procedures the City Council would like to follow for the Live Local Act to make sure we are making fair and reasonable accommodations for affordable housing.

RECOMMENDATION

Discussion.

ATTACHMENTS

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Ordinance No. 984 (First Reading) – Amendment to Chapter 2, Administration

MEETING DATE

Tuesday, May 14, 2024

PREPARED BY

Patrice Tanner, City Administrator

SUMMARY

This Ordinance, if approved, will approve an Amendment to Chapter 2 – Administration to change the time of the regular council meeting from 6:00 p.m. to 5:00 p.m.

RECOMMENDATION

City Staff recommend approval of First Reading of Ordinance No. 984.

ATTACHMENTS

1. Ordinance No. 984.

ORDINANCE NO. 984

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHIPLEY, FLORIDA AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE II. CITY COUNCIL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

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

ARTICLE II. CITY COUNCIL

Sec 2-33. Procedures

(a) Meetings.

The council shall hold its regular meetings at ~~6~~5:00 p.m. on the second Tuesday in each month; provided, however, that if the second Tuesday of the month is a legal holiday, the regular meeting shall be held at a time and date as the council may prescribe. Special meetings may be held on the call of the mayor or any member of the council.

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

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

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

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

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

CITY OF CHIPLEY, FLORIDA

ATTEST:

By its Mayor, Tracy Andrews

By the City Clerk, Sherry Snell

APPROVED AS TO FORM:

Michelle Blankenship Jordan
City Attorney

DRAFT

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Statewide Mutual Aid Agreement - 2023

| | |
|-----------------------|------------------------------------|
| MEETING DATE | PREPARED BY |
| Tuesday, May 14, 2024 | Patrice Tanner, City Administrator |

SUMMARY

This agreement will approve a Statewide Mutual Aid Agreement for all City departments to request assistance for a “major disaster” or “catastrophic disaster” as defined in section 252.34, Florida Statutes, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

The SMAA is a written agreement between the Florida Division of Emergency Management (FDEM) and the City. It supersedes other agreements when it comes to mutual aid reimbursement whether the city is answering the call for assistance or requesting assistance due to a declared disaster if there is a mission request submitted. Signing this SMAA does not obligate the city to provide or request assistance during a declared disaster. However, if this agreement is not in place the city cannot provide or request assistance.

RECOMMENDATION

City Staff recommend approval of agreement.

ATTACHMENTS

- 1. Statewide Mutual Aid Agreement – 2023
- 2. Statewide Mutual Aid Agreement – Entity Form



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT - 2023

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management (“the Division”) and the local government (“Participating Party”) signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

This Agreement is based on the existence of the following conditions:

- A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.
- B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.
- C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.
- D. The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.
- E. Pursuant to chapter 252.32, *Florida Statutes*, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.
- F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

Based on the existence of the foregoing conditions, the Parties agree to the following articles:

ARTICLE I: DEFINITIONS

As used in this Agreement, the following expressions shall have the following meanings:

- A. The “Agreement” is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement (“SMAA”).



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT

Section I, Item 11.



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. The "Division" is the Florida Division of Emergency Management.
- C. A "Requesting Party" to this Agreement is a Participating Party who requests assistance under this agreement.
- D. An "Assisting Party" to this Agreement is a Participating Party who provides assistance to a Requesting Party under this agreement.
- E. The "Period of Assistance" is the time during which an Assisting Party renders assistance to a Requesting Party under this agreement and includes the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return to their place of origin.
- F. A "Mission" is a documented emergency response activity performed during a Period of Assistance, usually in reference to one operational function or activity.
- G. A "local government" is any educational district, special district, or any entity that is a "local governmental entity" within the meaning of section 11.45(1)(g), *Florida Statutes*.
- H. An "educational district" is any school district within the meaning of section 1001.30, *Florida Statutes*, and any Florida College System Institution or State University within the meaning of section 1000.21, *Florida Statutes*.
- I. A "special district" is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), *Florida Statutes*, established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.
- J. A "tribal council" is the respective governing bodies of the Seminole Tribe of Florida and Miccosukee Tribe of Indians recognized as special improvement district by section 285.18(1), *Florida Statutes*.
- K. An "interlocal agreement" is any agreement between local governments within the meaning of section 163.01(3)(a), *Florida Statutes*.
- L. A "Resource Support Agreement" as used in this Agreement refers to a supplemental agreement of support between a Requesting Party and an Assisting Party.
- M. "Proof of work" as used in this Agreement refers to original and authentic documentation of a single individual or group of individuals' emergency response activity at a tactical level.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.
- O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.
- P. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, Chapter 252, *Florida Statutes*.

ARTICLE II: APPLICABILITY OF THE AGREEMENT

Any Participating Party, including the Division, may request assistance under this Agreement for a "major disaster" or "catastrophic disaster" as defined in section 252.34, *Florida Statutes*, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

ARTICLE III: INVOCATION OF THE AGREEMENT

In the event of an emergency or anticipated emergency, a Participating Party may request assistance under this Agreement from any other Participating Party or the Division if, in the judgement of the Requesting Party, its own resources are inadequate to meet the needs of the emergency or disaster.

- A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party to another Participating Party or the Division. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.
- B. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate and coordinate the activities of the Assisting Parties to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

To the extent practicable, all Requesting Parties shall provide the following information to their respective county emergency management agency, the Division, and the intended Assisting Party or Parties. In providing such information, Requesting Parties should utilize Section I of the



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT

Section I, Item 11.



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#)¹.

- A. A description of the Mission to be performed by the Assisting Party;
- B. A description of the resources and capabilities needed to complete the Mission successfully;
- C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;
- D. A description of the health, safety, and working conditions expected for deploying personnel;
- E. Lodging and meal availability;
- F. Any logistical requirements;
- G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;
- H. The location date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and
- I. A technical description of any communications equipment needed to ensure effective information sharing between the Requesting Party, any Assisting Parties, and all relevant responding entities.

ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

Each Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources, and capabilities can render assistance. If upon receiving a request for assistance under this Agreement a Party determines that it has the capacity to render some or all of such assistance, it shall provide the following information without delay to the Requesting Party, the Division, and the Assisting Party's County emergency management agency. In providing such information, the Assisting Party should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#).

¹ FDEM approved documents such as activity logs and mutual aid forms can be found at:
https://portal.floridadisaster.org/projects/FROC/FROC_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT

Section I, Item 11.



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- A. A description of the personnel, equipment, supplies, services and capabilities it has available, together with a description of the qualifications of any skilled personnel;
- B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;
- C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the location(s) specified by the Requesting Party;
- D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties;
- E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and
- F. An estimated cost for the provision of assistance.

ARTICLE VI: RENDITION OF ASSISTANCE

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

- A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance. When requesting assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT

Section I, Item 11.



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.
- C. Personnel of the Assisting Party who render assistance under this Agreement shall receive the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

ARTICLE VII: REIMBURSEMENT

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

To guide the proper documentation and accountability of expenses, the Assisting Party should utilize the Claim Summary Form, available via the [Division approved documents SharePoint site](#) as a guide and summary of expense to collect information to then be formally submitted for review by the Requesting Party.

To receive reimbursement for assistance provided under this agreement, the Assisting Party shall provide, at a minimum, the following supporting documentation to the Requesting Party unless otherwise agreed upon between the Requesting and Assisting Parties:

- A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;
- B. Copy of a current and valid Internal Revenue Service W-9 Form;
- C. Copies of all relevant payment and travel policies in effect during the Period of Assistance;
- D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);



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- E. Official payroll and travel reimbursement records for all claimed personnel expenses;
- F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;
- G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;
- H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance
- I. Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);
- J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;
- K. Justification for equipment repair expenses; and
- L. Copies of any applicable supporting agreements or contracts with justification.

If a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration is elected, the Parties must select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Division, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties and shall be final.

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.



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ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

- A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.
- B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA's Schedule of Equipment, or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.
- C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage, and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like



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supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

- D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida. Upon reasonable notice, the Assisting Party shall make its records available the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX: INSURANCE

Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

- A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall be provided to each Participating Party.
- B. Participating Parties may elects additional insurance affording liability coverage for any activities that may be performed under the authority of this Agreement .
- C. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.
- D. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties and shall not be deemed to be the agent of any other Participating Party.
- E. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.
- F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.



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ARTICLE X: GENERAL REQUIREMENTS

Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

- A. All Participating Parties shall allow public access to all documents, papers, letters, or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.
- B. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.
- C. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.
- D. Any communication to the Division under this Agreement shall be sent via either email, the Division of Emergency Managements Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.
- E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

ARTICLE XI: EFFECTS OF AGREEMENT

Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

- A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, responsibilities, and obligations of that Participating Party under the Statewide Mutual Aid Agreement of 1994, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Statewide Mutual Aid Agreement of 1994, regardless of whether such costs are billed or unbilled.
- B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under the Public Works Mutual Aid Agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Public Works Mutual Aid Agreement,



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regardless of whether such costs are billed or unbilled.

- C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.
- D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.
- E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section E of this Article.
- F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

The interpretation and application of this Agreement shall be governed by the following conditions:

- A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.
- B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.
- C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.



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D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement shall signify implied acceptance of such changes.

E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: This iteration of the State of Florida Statewide Mutual Aid Agreement will replace all previous versions.

The Division shall provide reimbursement to Assisting Parties in accordance with the terms and conditions set forth in this Article for missions performed at the direct request of the Division. Division reimbursement eligible expenses must be in direct response to the emergency as requested by the State of Florida. All required cost estimations and claims must be executed through the DEMES Mutual Aid Portal and assisting agencies must use all required [FDEM forms](#) for documentation and cost verification. If a Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance.

FDEM reserves the right to deny individual reimbursement requests if deemed to not be in direct response to the incident for which asset was requested.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date specified below:



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Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A CITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CITY CLERK

CITY OF Chipley
STATE OF FLORIDA

By: _____

By: _____

Title: City Clerk

Title: Mayor

Date: May 14, 2024

Approved as to Form:

By: _____

City Attorney Michelle B. Jordan



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT – ~~SAMPLE ATTACHMENT~~ Encompassed Entities

This notice is an acknowledgment of an amendment to the 2023 SMAA by the Florida Division of Emergency Management (“the Division”) which allows parent entities to include individual departments and subdivisions, within their authority, to be listed as SMAA designees eligible for SMAA request and assistance procedures.

By our authority and adoption of the attached 2023 Statewide Mutual Aid agreement, as the parent entity, the following departments and subdivisions will be included as SMAA signatories for all asset request, assistance, and applicable reimbursement processes:

All entities listed herein will still require access to the DEMES Mutual Aid System for FDEM Reimbursement process requirements.

Chipley Police Department - Police Chief

Chipley Fire Department - Fire Chief

Chipley Public Works Department - Director

Chipley Water Utilities Department - Director

Chipley Administration Department - City Administrator

Chipley Finance Department - Director



Florida Department of Transportation

RON DESANTIS
GOVERNOR

1074 Highway 90
Chipley, Florida 32428-0607

JARED W. PERDUE, P.E.
SECRETARY

May 8, 2024

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

Re: Various City Project Issues

Mayor Andrews:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

District Traffic Operations is evaluating this sign request.

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

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

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

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

Sincerely,



Phillip Gainer, P.E.
District 3 Secretary

You are invited to a Zoom webinar.

When: **May 14, 2024 5:00 PM** Central Time (US and Canada)

Topic: **City Council Meeting**

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/84174687139>

Or One tap mobile :

+13052241968,,84174687139# US

+13092053325,,84174687139# US

Or Telephone:

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

+1 305 224 1968 US

+1 309 205 3325 US

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 646 931 3860 US

+1 301 715 8592 US (Washington DC)

+1 669 444 9171 US

+1 669 900 9128 US (San Jose)

+1 689 278 1000 US

+1 719 359 4580 US

+1 253 205 0468 US

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