

City of Chipley City Council Meeting

March 11, 2025 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 - February 11, 2025

F. PRESENTATIONS

- 1. **Proclamation** National Red Cross Month
- 2. **Proclamation** Music in Our Schools
- 3. **Proclamation** Theatre in Our Schools

G. CONSENT AGENDA

- 1. Special Event Application Community Easter Egg Hunt
- 2. Special Event Application Law Enforcement Torch Run for Special Olympics Florida -Northwest Florida Reception Center
- 3. Appointment of CRA Board Member Kevin Yoder
- <u>4.</u> **Award of Bid No. 2025-03 Chipley Mongoven Building Phase 2** Arris General Contractors, Inc.

H. AGENDA ITEMS

- 1. Ordinance No. 992 (First Reading) Amendment to Chapter 16 Fire Prevention and Protection
- 2. **Resolution No. 25-24** FDOT MSCOP Application Submission
- <u>3.</u> **Purchase of Rope Rescue Equipment** Fire Department
- <u>4.</u> **Florida Commerce M0014 Stormwater Grant** FGT Gas Line Relocation Agreement
- 5. **Football League for Adults** Brad Holt
- I. OTHER BUSINESS
- J. ADJOURN
- K. ZOOM
 - 1. ZOOM Information

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

City of Chipley **Council Meeting Minutes** February 11, 2025 at 5:00 p.m.

Attendees:

Ms. Tracy Andrews, Mayor Mr. Kevin Russell, Mayor Pro-Tem Ms. Cheryl McCall, Council Member Mrs. Linda Cain, Council Member Mr. Leonard Blount, Council Member

Others Present Were:

Mrs. Patrice Tanner, City Administrator Ms. Sherry Snell, City Clerk Mr. Guy Lane, Asst. City Admin./Public Works Director Mr. Curtis Porter, Captain Mrs. Jamie Richter. Finance Director

Mrs. Michelle Jordan, City Attorney

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

A. CALL TO ORDER

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

B. PRAYER AND PLEDGE

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

C. APPROVAL OF AGENDA

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

D. CITIZENS REQUEST

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

No citizen requests. No further discussion.

E. APPROVAL OF MINUTES

1. Regular Council Meeting – January 14, 2025

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

F. CONSENT AGENDA ITEMS

- **1. Resolution No. 25-19** Public Records Exemption
- 2. **Resolution No. No. 25-20** Amendment to the City of Chipley Speed Hump Policy
- **3. Resolution No. 25-21** Florida Department of Commerce Rural Infrastructure Fund (RIF) Grant Agreement Brickyard Road Wastewater Project
- 4. **Disposition of Surplus Property** Fire Department
- 5. **Disposition of Surplus Property** Fire Department
- 6. Special Event Application Color Run 5K Project Grad Class of 2025

Mr. Russell asked if the Amendment to the Speed Hump Policy was one vote for each person or one vote for each owner. Attorney Jordan stated she could change the language to one tenant or one owner.

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

G. AGENDA ITEMS

1. Ordinance No. 991 (Public Hearing) – Amendment to Chapter 30. Mayor Andrews closed the regular meeting and opened the public hearing at 5:05 p.m. Mrs. Tanner read Ordinance No. 991 by title:

AN ORDINANCE OF THE CITY OF CHIPLEY, FLORIDA, AMENDING CHAPTER 30 – SIGNS OF THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Mrs. Tanner explained this Ordinance, if approved, will amend to Chapter 30 – Signs to change the spacing of permanent outdoor advertising signs from no closer than 1,000 feet to no closer than 750 feet from any other permanent outdoor advertising sign on either side of the thoroughfare to which the permanent advertising sign is directed. Official notice to advise the public of the proposed adoption of Ordinance No. 991 was published in the Washington County News on January 29, 2025. The ad complied with the legal requirements of the City Code and Florida Statutes.

Mayor Andrews closed the public hearing and opened the regular meeting at 5:07 p.m. No further discussion.

A motion was made by Council Member Russell and seconded by Council Member Cain to approve the final reading of Ordinance No. 991. The motion passed unanimously.

2. Resolution No. 25-22 – Chipola Area Habitat for Humanity – Kevin Yoder, Executive Director. Mr. Yoder introduced himself as the new Executive Director for Chipola Area Habitat for

Humanity. Mayor Andrews welcomed him and congratulated him on his new position. This resolution will approve support for Habitat for Humanity's project located at 1182 East 4th Avenue, Chipley, FL. The Florida Statutes require that the nonprofits submit with their applications to DEO a resolution adopted by the Council, certifying that their projects are consistent with local plans and regulations. Mayor Andrews stated there are nine Habitat for Humanity homes coming to Chipley. Mr. Yoder stated three are complete with the others to follow. Discussion ensued.

A motion was made by Council Member McCall and seconded by Council Member Russell to approve Resolution No. 25-22. The motion passed unanimously.

3. Resolution No. 25-23 – Chipola Area Habitat for Humanity – Kevin Yoder, Executive Director. This will approve support for Habitat for Humanity's project located at 1184 East 4th Avenue, Chipley, FL. No further discussion.

A motion was made by Council Member Russell and seconded by Council Member McCall to approve Resolution No. 25-23. The motion passed unanimously.

4. Award of Bid No. 2025-02 — City Hall Front Entrance and Restroom Renovations. Mrs. Tanner explained the City advertised Bid No. 2025-02 for the City Hall Front Entrance and Restroom Renovations. This will include the renovation of the men's and women's restrooms as well as the removal and installation of the front door with double glass doors with ADA access. This job will require minor demolition, removal and replacing of fixtures such as sinks, toilets, mirrors and lights. New floor tile for both restrooms. Install a wall mounted, quartz, white counter-top, app. 8ftx2ft, at least one basin must meet dimensional requirements and have proper reach, knee, and toe clearance per ADA standards. Replacement of lights, paper-towel and soap dispensers. Applying orange peel texture to the walls and painting the bathroom, walls and ceilings. Three bids were received with the low bid from Finch Fire-N-Water in the amount of \$43,535.00. Discussion ensued.

A motion was made by Council Member Cain and seconded by Council Member Blount to approve Award of Bid No. 2025-02 to Finch Fire-N-Water in the amount of \$43,535.00. The motion passed unanimously.

5. Award of Bid No. 2025-03 – Chipley Mongoven Building – Phase 2. Mr. David Melvin, David H. Melvin, Inc., explained the City advertised for the Mongoven Building Phase 2 to provide structural stabilization to the brick walls including the installation of concrete bond beams, concrete columns, helical piles and masonry work. Two bids were received with the low bid from Arris General Contractors, Inc. in the amount of \$191,685.00 We have reviewed the bids and recommend award of bid to Arris General Contractors, Inc. Discussion ensued.

A motion was made by Council Member McCall and seconded by Council Member Russell to approve Award of Bid No. 2025-03 to Arris General Contractors, Inc. in the amount of \$191,685.00. The motion passed unanimously.

6. Award of Bid No. 2025-04 – Citywide Flooding Resiliency Improvements. Mr. David Melvin, David H. Melvin, Inc., explained the City advertised Bid No. 2025-04 for paving and drainage improvements on Peach Street. Seven bids were received with the low bid from Extreme Land Restoration, LLC in the amount of \$1,457,236.15. The bids were reviewed and we recommend award of bid to Extreme Land Restoration LLC. There is \$400,000 left in the grant which we are in the process of trying to transfer to another Florida Commerce CDBG-HRP Grant for the lift station on Peach Street to cover the total funding needed there to complete the project. Mr. Blount spoke regarding other streets that need work and grant funding that is needed. Mrs. Tanner explained she and Mr. Lane will continue to look for other grants, but it is a process that takes time. Discussion ensued.

A motion was made by Council Member Cain and seconded by Council Member McCall to approve Award of Bid No. 2025-04 to Extreme Land Restoration, LLC. in the amount of \$1,457,236.15. The motion passed unanimously.

7. Award of RFQ 2025-02 – Professional Engineering Services Contract – Old Chipley City Hall – Phase II. Mrs. Heather Lopez explained this will approve the contract with Baker Design Build for the Professional Engineering Services for the Old Chipley City Hall Project – Phase II in the amount of \$49,600.00. The project will include services for inspection and creation of a plan for repairs, restoration, and storm hardening of the Old Chipley City Hall. Discussion ensued.

A motion was made by Council Member Russell and seconded by Council Member McCall to approve Award of RFQ 2025-02 to Baker Design Build in the amount of \$49,600.00. The motion passed unanimously.

8. Affirmation of Finance Director. Mrs. Tanner explained City Code Section 2-64 states the City Administrator shall nominate a Finance Director for confirmation by the city council and she is requesting the affirmation of Jamie Richter for the position. Ms. McCall asked if this would be a department head under the City Administrator. Mrs. Tanner stated yes it will be. No further discussion.

A motion was made by Council Member Russell and seconded by Council Member McCall to approve the Affirmation of the Finance Director Position as Jamie Richter. The motion passed unanimously.

Mrs. Jamie Richter was recognized by Council as the new Finance Director.

Ms. McCall asked if Planning & Zoning and Code Enforcement was a department head. Mrs. Tanner stated no. Mrs. Cain asked why. Mrs. Tanner stated the position has never been a department head and is not over any employees, so there is not a need for there to be a department head. Mrs. Cain asked how do you categorize Code and Planning & Zoning. Mrs. Tanner stated it is part of the Administration Department that I supervise. Mrs. Cain stated if she isn't a department head then she shouldn't have to be at the meetings for department reports. Mrs. Tanner stated that she agreed and she could answer any questions on those reports since she is the supervisor over those. Ms. McCall stated she always thought that position was a department head until Tamara hollered at her about it. Discussion ensued.

9. Tower Lease Agreement – Cellco Partnership d/b/a Verizon Wireless. Mrs. Tanner explained this will approve a tower lease agreement with Cellco Partnership d/b/a/ Verizon Wireless to lease a space on the tower located along Brickyard Road for a period of five (5) years with an automatic extension for four (4) additional five (5) year terms. Rental payments will be in the amount \$24,000.00 annually to be paid in equal monthly installments of \$2,000.00 each month. Discussion ensued.

A motion was made by Council Member Russell and seconded by Council Member Blount to approve the Tower Lease Agreement with Cellco Parnership d/b/a/ Verizon Wireless. The motion passed unanimously.

10. Professional Engineering Continuing Services Agreement Task Order – Chipley Clean Water SRF Facilities Plan Study – Mott MacDonald Florida, LLC. Mr. Heath Roberts, Mott MacDonald Florida, LLC, explained the two task orders on the agenda are for planning activities for water and wastewater activities throughout the City of Chipley. That includes the treatment plant, lift stations, piping in the ground, wells, tanks, and any type of capital improvements that may or may not be needed. Included in this type of report is an evaluation of all the facilities through various measures in coordination with Mr. Cook and Mr. Lane to identify areas that they know are in

great need from the wastewater perspective. This will create a planned document of funding to go after state revolving funds for the next ten years for the projects that we select during this evaluation process. Mrs. Tanner stated resolutions were approved by Council last year for these projects. No further discussion.

A motion was made by Council Member Russell and seconded by Council Member Cain to approve the Professional Engineering Continuing Services Agreement Task Order for the Chipley Clean Water SRF Facilities Plan Study in the amount of \$90,000. The motion passed unanimously.

11. Professional Engineering Continuing Services Agreement Task Order – Chipley Drinking Water SRF Facilities Plan Study – Mott MacDonald Florida, LLC. No further discussion.

A motion was made by Council Member Russell and seconded by Council Member McCall to approve Professional Engineering Continuing Services Agreement Task Order for the Chipley Drinking Water SRF Facilities Plan Study in the amount of \$90,000. The motion passed unanimously.

H. OTHER BUSINESS

There was no other business.

I. ADJOURN

The meeting was adjourned by Mayor Andrews at 5:53 p.m.

City of Chipley

Attest:

Tracy L. Andrews, Mayor

Sherry Snell, City Clerk

Proclamation

Red Cross Month March 2025

WHEREAS, this March, we celebrate American Red Cross Month by recognizing the compassionate acts of people in Chipley and by renewing our commitment to lend a helping hand to our neighbors in need. Since Clara Barton founded the American Red Cross more than 140 years ago, generation after generation has stepped up to deliver relief and care across our country and around the world, bringing out the best of humanity in times of crisis. Advancing this noble mission, the volunteers, blood and platelet donors, and supporters who now give back through the Northwest Florida Red Cross Chapter remain unwavering in their commitment to prevent and alleviate human suffering in the face of today's emergencies; and

WHEREAS, their voluntary and generous contributions shine a beacon of hope in people's darkest hours — whether it's delivering shelter, food and comfort during disasters; providing critical blood donations for hospital patients; supporting service members, veterans and their families; saving lives with first aid, CPR, AED and other skills; or delivering international aid and reconnecting loved ones separated by global crises; and

WHEREAS, this work to uplift our community is truly made possible by those who selflessly answer the call to help, whenever and wherever it's needed. We hereby recognize this month of March in honor of their remarkable service, and we ask everyone to join in their commitment to care for one another; and

NOW, THEREFORE, BE IT PROCLAIMED by the Mayor and City Council of the City of Chipley that, March 2025 is Red Cross Month. I encourage all citizens of Chipley to reach out and support its humanitarian mission.

	Tracy L. Andrews, Mayor
Attest:	
Sherry Snell, City Clerk	

Proclamation

Music in Our Schools Month March 2025

WHEREAS, Music education is part of a well-rounded education for every student, and it shapes the way students understand themselves and the world around them, allowing for a deep engagement with learning; and

WHEREAS, for 40 years, March has been officially designated by the National Association for Music Education (NAfME) as Music In Our Schools Month® (MIOSM®), encouraging communities across the nation to focus on music education; and

WHEREAS, the purpose of this celebration is to raise awareness of the lasting positive impact of music education on the academic, personal, and professional growth of students; and

WHEREAS, Music educators, students, and communities throughout Washington County demonstrate the importance of quality music education programs to the lives of young people; and

WHEREAS, Music In Our Schools Month reminds us that school is where all children should have access to music; and

WHEREAS, The City of Chipley joins our music students, educators and communities in celebrating the power of music education; now

NOW, THEREFORE, BE IT PROCLAIMED by the Mayor and City Council of the City of Chipley that, March 2025 is Music in Our Schools Month. We honor and support the impact of music education and encourage the celebration of Music in Our Schools Month during March 2025.

Tracy L. Andrews, Mayor	
Attest:	
Sherry Snell, City Clerk	

Proclamation

Theatre in Our Schools Month March 2025

WHEREAS, Access to theatre education in our schools has been proven to provide many benefits for our children such as higher levels of empathy, emotion regulation, decision making, and a positive self-image; and

WHEREAS, Theatre education has been linked to higher levels of academic achievement, improved standardized test scores, reduction of school drop-out rates, improved attendance, and higher SAT scores; and

WHEREAS, Creating pathways for students going into arts careers helps provide them with more of a motivation to stay in school and confidently moves them toward a bright future; and

WHEREAS, Theatre education has been linked to improved listening, problem-solving, and critical thinking skills; and

WHEREAS, Washington County Schools have drama/theatre arts teachers who work diligently to create classrooms that allow students to learn and thrive and who are involved in district, state and international theatre arts initiatives.

NOW, THEREFORE, BE IT PROCLAIMED by the Mayor and City Council of the City of Chipley that, March 2025 is Theatre in Our Schools Month. We honor and support the impact of theatre education and encourage the celebration of Theatre in Our Schools Month during March 2025.

Tracy L. Andrews, May	vor
Attest:	
Sherry Snell, City Clerk	

SUBJECT: Special Event Application – Community Easter Egg Hunt

MEETING DATE PREPARED BY

Tuesday, March 11, 2025

Patrice Tanner, City Administrator

SUMMARY

The Community Easter Egg Hunt will be held on Wednesday, April 16, 2025 from 5:30 p.m. to 6:30 p.m. at Shiver's Park.

RECOMMENDATION

City Staff recommend approval of Special Event Application.

ATTACHMENTS

1. Special Event Application



City of Chipley

CITY HALL

1442 Jackson Avenue P.0. Box 1007 Chipley, Florida 32428 (850) 638-6350 Fax: (850) 638-6353



Special Event Application

Name/Organization: Community Easter Egg Hunt		
Address: P.O. Box 242		
Contact person: Sherri Biddle	Phone: 850-596-2980	Fax:
E-mail: sherribiddle176@hotmail.com	n	1000
Type of Event: Community Easter Egg Hunt		
Purpose of Event: A community outreach to	provide a safe egg hunt for t	he children
of the community.	Y	
Location of Event: Shivers Park		Indoors/Outdoors
Date(s) & Time(s) of Event: Wednesday, A	pril 16, 2025 5:30 p.m. to 6:3	30 p.m.
Amount of Liability Insurance:		(attach copy of policy)
Concert Yes/No If yes, What type of musi	c?	
Will food and nonalcoholic beverages be sol	d? Food and drink will be giver	n free of charge.
Will fireworks be displayed? Yes/No If ye plan to be approved by Fire Chief.	es, provide name, license numb	ber and pyrotechnic
Will amusement rides be available? No		× ×
Number of participants anticipated per day: Are security and/or medical services provide Applicant Signature:	ed? Will be handled by volunteers.	Date: 02-12-2025
		Date. Octive Co
Approved { } Denied { } Mayor's Signature:		Date:

RELEASE AND HOLD HARMLESS AGREEMENT

	OF the <u>City of Chipley</u> granting permission for	
the undersigned to conduct a Community Easter Egg	Hunt upon street(s) as provided for in	
it's letter of request, the undersigned agrees to in		
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,		
	*	
	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 term	ns of this agreement and lease have been	
completely read and are fully understood and vol	untarily accepted.	
IN WITNESS WHEREOF, the undersign		
day of, 20 25 .	,	
day 01		
ELDAA OB		
FIRM OR ORGANIZATION: Chipley Community I	Easter Eag Hunt	
ORGANIZATION: Chipley Community	Laster Lyg Hunt	
	^	
SI dalla	Sherri Bidale	
Shemi Biddle	Oner Dagre	
Signature	Print Name	
4-6		
ST		
men from		
Witness	Witness	
Shormonell		
Print Name	Print Name	
Time rame	Time Ivanio	
STATE OF FLORIDA		
COUNTY OF WASHINGTON		
The foregoing instrument was acknowledged bet	fore me by Shari Biddle.	
who is personally known to me or who produced	l as	
	1 III III III III III III III III III I	
identification, and who executed the foregoing in		
he/she executed the same freely and voluntarily a	and for purposes expressed therein.	
	th	
Witness my hand and seal in the County and Sta	te last aforesaid this day of	
February, 20 25.	•	
	SI X NA	
	10 min	
	New Park	
SHERRY SNELL Notary Public - State of Florida	Notary Public	
Notary Public - State of Piorica Commission # HH 470986		
or n My Comm. Expires Dec 7, 2027		

Bonded through National Notary Assn.

SUBJECT: Special Event Application – Law Enforcement Torch Run for Special Olympics

Florida – Northwest Florida Reception Center.

MEETING DATE PREPARED BY

Tuesday, March 11, 2025

Patrice Tanner, City Administrator

SUMMARY

This event will be held on Monday, March 17, 2025 from 9-11:00 a.m. They will be walking a predetermined route to bring awareness to the Special Olympics of Florida. The route will depart at the Washington County Courthouse and head east for .2 miles then turn South onto SR 77 and continue for 2 miles to end at PeoplesSouth Bank. The East Bound lane of Jackson Ave/South Bound lane of Main Street will be closed by transport vehicles during event.

RECOMMENDATION

City Staff recommend approval of Special Event Application – Law Enforcement Torch Run for Special Olympics Florida – Northwest Florida Reception Center.

ATTACHMENTS

1. Special Event Application



City of Chipley

CITY HALI

1442 Jackson Avenue P.0. Box 1007 Chipley, Florida 32428 (850) 638-6350 Fax: (850) 638-6353



Special Event Application

Name/Organization: Northwest Florida Reception Center
Address: 4455 Sam Mitchell Road Chipley, Fr 32428
Contact person: Tanya Chapman Phone: 850318-0242 Fax: 850-773-10252
E-mail: tanya. Chapmane fdc. my florida. com
Type of Event: Law Enforcement Torch Run for Special Olympics Florid
Purpose of Event: Waking a pre-determined route to bring
awareness to the Special Olympics of Florida
- Bank
Location of Event: Washington Co. Courthouse to Peoples Sounder (Gutdoors)
Date(s) & Time(s) of Event: March 17, 2025 9AM-11AM
Amount of Liability Insurance:(attach copy of policy)
Concert Yes No If yes, What type of music?
Will food and nonalcoholic beverages be sold? NA
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: 50 Are security and/or medical services provided? No
Applicant Signature: Date: 2 19 2025
Approved { }Denied { } Mayor's Signature: Date:

RELEASE AND HOLD HARMLESS AGREEMENT

FOR THE SOLE CONSIDERATION OF the <u>City of Chipley</u> granting permission for the undersigned to conduct a <u>Contract of Chipley</u> to 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

and particularly on account of all injuries, both to	
use of the street(s) as described above, and release any such Claims.	s forever discharges the City of Chipley, for
Undersigned hereby declares that the terms	of this agreement and lease have been
completely read and are fully understood and volu	
day of February, 20 25.	
day of February, 20 25.	
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URGANIZATION: NOTONWEST 41	ariad teception center
FIRM OR ORGANIZATION: Northwest The	Tanya Chapnian
Dewe Chapman	LAND Channe
Similar Man	Julia Chapillan
Signature	7 Print Name
Witness	Witness
Withess	W Ithess
Print Name	Print Name
I IIII I Vallie	1 Thit Panic
STATE OF FLORIDA	
COUNTY OF WASHINGTON	
COUNTY OF WASHINGTON	
The foregoing instrument was acknowledged befo	ramaby Tanya (MOMAN
who is personally known to me or who produced	CI DI CONTROL OT CAPITALITY,
identification, and who executed the foregoing ins	
he/she executed the same freely and voluntarily an	id for purposes expressed therein.
Witness my hand and and in the County and State	lost of amount this 19
Witness my hand and seal in the County and State	last aforesaid this day of
FELOYMANY, 20 25.	Λ
	Λ //
	Amount VIS-1/4
SHANTELL EAKER	CAMMINTO COO
Notary Public	Notary Public



City of Chipley

CITY HALL

P.0. Box 1007 Chipley, Florida 32428 (850) 638-6350 Fax: (850) 638-6353



Request for Temporary Closure of City Road/Sidewalk/Alleyway

Name of Organization:	Person in Charge:		Date:
			2/19/2025
Northwest Florida Reco	aprilon Utr Iwnya Ur	Telephone Nu	
Address of Organization	01 1		
4455 Sam Mitchell I	live Unialeu. H. 32	428 1850-31	63.0242
Title of Event:			
	Time of Event: Duration of Ever	it: Actual C	losing time (Set up
3/17/2025 4	:00 AM 1.5-2	nours	rs, Etc.) [] Am
3 17 2025 9 Proposed Parade Route or Road/Sidewalk	/Alleyway Closure (Include Exact Road)	James and Man of Route)	
Depart Washington (co. Courthouse on	HWU 90 (Jacks	on Hue
Depart Washington (east for 0.2 miles.	Turn South onto SR	77 (May Str	reet) continuin
for 2 miles. End out of	epples South Bank. E	90/3-77 clo	sed during ex
This section is to be completed when clos	ure is for special event filming.		J
Liability Insurance Carrier:	Polic	v Effective Date	
Coverage Amount:		\$1,000,000 Minimum)	
Length of Coverage:		Days	
Licenses Pyrotechnics Operator: License Number: Approval of Local Fire Department:		to AMP	
Federal Aviation Administration Approva	l for Low Flying Filming:		
Additional Liability Insurance Amount:			
DIF	ASE DO NOT WRITE BELOW TH	HE I INE	
Detour Route (Include Exact Road Name		IIS LINE	
Detour Notice (metade Exact Notal Name	and map of Deloui Nouley.		
Name of Department Responsible for Tra	ffic Control (City Police Department, She	riff's Department, Highw	ay Patrol:
Chipley City Police Department			
Special Conditions: Use this route only!			
Name of Police Chief:	Signature of Police Chief:	Date Signed:	
Michael Richter	1906	2-19-20	2
Name and Title of City Official	Signature of City Official:		23
Name and Title of City Official: Patrice Tanner, City Administrator	Signature of City Official:	Date Signed:	
The state of the s			

SUBJECT: Appointment of CRA Board Member – Kevin Yoder

MEETING DATE PREPARED BY

Tuesday, March 11, 2025

Patrice Tanner, City Administrator

SUMMARY

This will appoint Mr. Kevin Yoder, Chipola Area Habitat for Humanity Executive Director, to the CRA Board for a four-year term ending on March 11, 2029.

RECOMMENDATION

City Staff recommend approval of appointment of Mr. Kevin Yoder.

ATTACHMENTS

1. Letter



Dear City Council Members,

After careful deliberation and a thorough evaluation process, the Selection Committee is pleased to recommend Mr. Kevin Yoder for appointment to the open Board seat. Our committee carefully assessed all candidates, and we believe Mr. Yoder is the ideal choice to contribute to the continued success of the Community Redevelopment Agency (CRA).

Mr. Yoder brings a fresh and valuable perspective as a newcomer to our community. His outsider's viewpoint offers unique insights and innovative approaches to community engagement. Throughout the selection process, he demonstrated a strong commitment to outreach and a clear vision for enhancing public awareness of the CRA's mission, programs, and resources.

Notably, Mr. Yoder proactively immersed himself in our downtown area, taking the initiative to understand the local landscape firsthand. His expressed dedication to advancing the CRA's vision—while prioritizing the betterment of Chipley over personal or business interests—speaks to his integrity and alignment with our community's goals. Furthermore, his ability to bridge differing perspectives and foster collaboration will be a valuable asset to the Board.

In light of these qualities, the Selection Committee strongly endorses Kevin Yoder's appointment and respectfully requests the Council's consideration and approval of his nomination. We appreciate your time and thoughtful review of this recommendation and look forward to your decision.

Sincerely,

Leah Pettis

Executive Director

SUBJECT: Award of Bid No. 2025-03 - Chipley Mongoven Building – Phase 2 – Arris General

Contractors, Inc.

MEETING DATE PREPARED BY

Tuesday, March 11, 2025

Patrice Tanner, City Administrator

SUMMARY

This will approve the contract with Arris General Contractors, Inc. for the Mongoven Building Phase 2 in the amount of \$191,685.00. The project will include structural stabilization of the brick walls including the installation of concrete bond beams, concrete columns, helical piles and masonry work.

RECOMMENDATION

City Staff recommends approval of the contract with Arris General Contractors, Inc.

ATTACHMENTS

1. Contract

BID PROPOSAL CONTRACT DOCUMENTS AND SPECIFICATIONS FOR

MONGOVEN BLDG. – PHASE 2 CHIPLEY, FLORIDA



FUNDED BY: FloridaCommerce - CDBG-DR Grant No. M0041

PREPARED FOR:

CITY OF CHIPLEY

Tracy Andrews, Mayor Kevin Russell Linda Cain Cheryl McCall Leonard Blount Patrice Tanner, City Administrator



PREPARED BY:



4428 Lafayette Street Marianna, Florida 32446 Phone (850) 482-3045 Fax (850) 482-3957 EB-0005637

December 2024

<u>C-110</u>

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AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between <u>City of Chipley</u> ("Owner") and <u>Arris General Contractors, Inc.</u> ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1-WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Structural stabilization of the brick walls including the installation of concrete bond beams, concrete columns, helical piles, masonry work.
- 1.02 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Structural stabilization and restoration.**

ARTICLE 2 - ENGINEER

- 2.01 The Owner has retained **David H. Melvin, Inc.** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 2.02 The part of the Project that pertains to the Work has been designed by Engineer.

ARTICLE 3 - CONTRACT TIMES

- 3.01 Time is of the Essence
 - A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 3.02 Contract Times: Days
 - A. The Work will be substantially complete within <u>120</u> days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within <u>150</u> days after the date when the Contract Times commence to run.
- 3.03 Liquidated Damages
 - A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

- 1. Substantial Completion: Contractor shall pay Owner <u>\$425</u> for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
- 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$200 for each day that expires after such time until the Work is completed and ready for final payment.
- 4. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

ARTICLE 4 - CONTRACT PRICE

- 4.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
 - A. Contract Price is for all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit. **Contract Price:** \$ 191,685.00 .
- 4.02 Submittal and Processing of Payments
 - A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.
- 4.03 Progress Payments; Retainage
 - A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the <u>5th</u> day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. 95 percent of the value of the Work completed (with the balance being retainage).
 - If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

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- b. **95** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to <u>100</u> percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less <u>200</u> percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

4.04 Final Payment

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

4.05 Consent of Surety

A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

4.06 Interest

A. All amounts not paid when due will bear interest at the rate of **0** percent per annum.

ARTICLE 5 - CONTRACT DOCUMENTS

5.01 Contents

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement.
 - 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 - 3. General Conditions.
 - 4. Supplementary Conditions.
 - 5. Specifications as listed in the table of contents of the project manual (copy of list attached).
 - 6. Drawings (attached), with each sheet bearing the following general title:
 - 7. Contractor's Bid
 - 8. Addenda (numbers ___ to ___ , inclusive).
 - 9. Exhibits to this Agreement (enumerated as follows):
 - 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.

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D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 6 - REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

6.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 - Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 - 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
 - 7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - 8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

- 10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- 11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

6.02 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

7.03 Standard General Conditions

A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNE	ESS WHEREOF, Owner and Contractor have	e signed this Agreement.		
This Agre	ement will be effective on	(which is the Effective Date of the Contract).		
Owner:		Contractor:		
City of Chipley, Florida		Arris General Contractors, Inc.		
(typed or printed name of organization)	(typed or printed name of organization)		
Ву:		By/ Muchelletin Lain		
	(individual's signature)	(individual's signature)		
Date:		Date: 2.17. 2025		
	(date signed)	(date signed)		
Name:	Tracy Andrews	Name: Michelle Griffin		
	(typed or printed)	(typed or printed)		
Title:	Mayor	Title: President		
	(typed or printed)	(typed or printed)		
		(If [Type of Entity] is a corporation, a partnership, or a		
A + + + ·		joint venture, attack evidence of authority to sign.)		
Attest:	(individual's signature)	Attest:		
Title:		(individual's signature)		
mie.	City Administrator (typed or printed)	Title: Vice Prosident		
Address	for giving notices:	(typed or printed)		
	ckson Avenue	Address for giving notices:		
		2120 Killarney Way		
Chipley,	FL 32428	Tallahassee, FL 32308		
Designa	ted Representative:	Designated Representative:		
Name:	Patrice Tanner	Name: John Griffin		
	(typed or printed)	(typed or printed)		
Title:	City Administrator	Title: VP		
	(typed or printed)	(typed or printed)		
Address	:	Address:		
1442 Jackson Avenue		2120 Killarney Way		
Chipley, FL 32428		Tallahassee, FL 32308		
			10	
Phone:	850-638-6350	Phone: 850-933-3170	-	
Email:	ptanner@cityofchipley.com	Email: J.R.Griffin@ArrisGCl.com		
(If [Type of Entity] is a corporation, attach evidence of				
authority to sign. If [Type of Entity] is a public body,		License No.: CGC 1528335 (where applicable)		
attach evidence of authority to sign and resolution or other documents authorizing execution of this				
Agreemen		State: Florida		

SUBJECT: Ordinance No. 992 (First Reading) – Amendment to Chapter 16 – Fire Prevention and

Protection

MEETING DATE PREPARED BY

Tuesday, March 11, 2025

Patrice Tanner, City Administrator

SUMMARY

This Ordinance, if approved, will amend Chapter 16 – Fire Prevention and Protection to update Section 16-6 Open Burning. This will allow burning of natural products such as yard debris in the city limits. Burning of unnatural material such as plastics, oil, tar, rubbers, garbage, etc. will be prohibited.

RECOMMENDATION

City Staff recommend approval of First Reading of Ordinance No. 992.

ATTACHMENTS

1. Ordinance No. 992.

ORDINANCE NO. 992

AN ORDINANCE OF THE CITY OF CHIPLEY, FLORIDA, PROVIDING FOR AN AMENDMENT TO CHAPTER 16 OF THE CITY CODE, RELATING TO OPEN BURNING, REGULATIONS; PROVIDING FOR SEVERABILITY, CONFLICTS, AND FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Chipley, Florida has determined that it is in the best interest of all of the citizens and residents of the City that the provisions of Chapter 16 of the Code of the City of Chipley be amended, relating to open burning regulations and code enforcement, in accordance with this ordinance;

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

Section 1. Chapter 16 of the Code of the City of Chipley is hereby amended to provide as follows (additions are shown by <u>underline</u> and deletions are shown by strikethrough):

Sec. 16-6. Open burning.

Open burning without a permit is prohibited. It shall be unlawful for any person to burn in the open without a permit from the city fire chief. Open burning of natural products such as yard debris shall be allowed in the city limits. Burning of unnatural material such as plastics, oil, tar, rubbers, garbage etc. is prohibited. The term "open burning" or "burn in the open" shall mean any outdoor fire or open combustion of material which produces visible emissions, but shall not mean the use of charcoal or gas grills for cooking.

Open burning containers must meet all the following safety conditions:

- a. Be set back twenty-five (25) feet from any wildlands, brush, or combustible structure;
- b. Be set back fifty (50) feet from any paved public roadway, and one-hundred;
- c. Be set back fifty (150) feet from any occupied building other than that owned or leased by the individual doing the burning; and
- d. Be enclosed in a noncombustible container or a pile no greater than eight feet in diameter. Burn piles or areas larger than 8 feet in diameter shall comply with Florida forest Service regulations.

(Code 1987, § 7-11; Ord. No. 868, § 2(7-4.1), 9-12-2006) Florida Administrative Code 62-256.700.

Section 2. Additional Information. City employees or citizens requiring additional reference for open burning regulations may access a State-provided handout at the following link: https://floridadep.gov/air/air/documents/open-burning-regulations-fact-sheet.

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

Section 4. Repealer. That all ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed and revoked. The provisions of the Code of Ordinances of the City of Chipley shall be amended to include the foregoing, with the Chapter and Section numbers as indicated above.

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

INTRODUCED on first reading at a regular meeting of the City Council on March 11, 2025.

PASSED after second reading at a regular meeting of the City Council on April 8, 2025.

ATTEST:	CITY OF CHIPLEY, FLORIDA
	Tracy L. Andrews, Mayor
Sherry Snell, City Clerk	
APPROVED AS TO FORM:	
Michelle Blankenship Jordan City Attorney	

SUBJECT: Resolution No. 25-24 – FDOT MSCOP Application Submission

MEETING DATE PREPARED BY

Tuesday, March 11, 2025

Patrice Tanner, City Administrator

SUMMARY

This resolution will allow the submission of an application for funding for the Municipal Small County Outreach Program for Pecan Street. This will include improvements to Pecan Street from CR 273 (South Blvd) to Church Avenue (approximately 0.738 miles).

RECOMMENDATION

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

ATTACHMENTS

1. Resolution No. 25-24

RESOLUTION NO. 25-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHIPLEY, FLORIDA, AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR THE MUNICIPAL SMALL COUNTY OUTREACH PROGRAM (M-SCOP) TO THE FLORIDA DEPARTMENT OF TRANSPORTATION.

WHEREAS, the City of Chipley owns and maintains streets and associated rights-of-way within its jurisdiction; and

WHEREAS, the City of Chipley is designated as a "Rural Area of Opportunity" under *Section* 288.0d56(7)(a), *Florida Statutes*. As a small, rural community, adequately addressing existing deteriorated street conditions places a financial hardship on the City and its' citizens; and

WHEREAS, this funding shortfall creates a negative impact on both public and private development, creates a potential threat to public safety and threatens to negatively affect the economic sustainability of the City of Chipley; and

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

M-SCOP applications for the candidate project listed below is hereby approved for submission and endorsed as a high priority infrastructure project which the City will maintain once developed.

- 1. The City of Chipley hereby endorses, as a high priority infrastructure project, improvements to Pecan Street from CR 273 (South Blvd) to Church Avenue (approx. 0.738 miles), which the City will maintain once developed.
- 2. The City of Chipley hereby authorizes submission of an FDOT Municipal Small County Outreach Program (M-SCOP) project application for funding and is grateful for the opportunity.
- 3. The Mayor, Mayor Pro-Tem, or City Administrator are hereby authorized to execute all documents required in connection with the preparation and submission of said applications.

PASSED AND ADOPTED by the City Council of the City of Chipley, Florida on this 11th day of March, 2025.

	City of Chipley
ATTEST:	Tracy L. Andrews, Mayor
Sherry Snell, City Clerk	

SUBJECT: Purchase of Rope Rescue Equipment – Fire Department

MEETING DATE PREPARED BY

Tuesday, March 11, 2025

Patrice Tanner, City Administrator

SUMMARY

This will approve the purchase of rope rescue equipment in the estimated amount of \$14,500. The Fire Department has formed a dedicated rope rescue team for a critical need to respond to emergencies involving high-angle environments and other scenarios requiring specialized rescue techniques which cannot currently be provided. The purchase will utilize the funds received from the current sale of the surplus equipment that was approved at the last council meeting.

RECOMMENDATION

City Staff recommend approval of purchase of rope rescue equipment for the Fire Department in the estimated amount of \$14,500.

ATTACHMENTS

1. Letter



CHIPLEY FIRE DEPARTMENT 1430 JACKSON AVENUE P.O. BOX 1007 CHIPLEY, FL 32428 PHONE # 850-638-6301 / FAX # 850-638-6300



To: Chipley City Council

From: Hunter Aycock, Fire Chief

This letter is to inform you that our department has been working relentlessly to form a dedicated rope rescue team for our area. The critical need for such a team is underscored by several key factors that directly impact our ability to respond effectively to emergencies involving high-angle environments and other scenarios requiring specialized rescue techniques. This is a service that Chipley Fire Department cannot currently provide, and neither can any other agency in the immediate area. As of now Walton County Fire Department is our closest resource at an estimated dispatch to work time of approximately two hours. When time is of the essence this could be the difference in a successful rescue. In recent years we have had a notable increase in the number of emergencies involving rope rescue scenarios, and as our community evolves along with infrastructure development this will only increase. The most recent example of this occurred on May 24, 2024 at Falling Waters State Park.

Rope rescue and high angle scenarios require a high level of skill and expertise along with equipment. Chipley Fire Department has been awarded a scholarship class by Wright Rescue Solutions Inc for eight personnel to attend Rescue Rope Operations class. This will be a forty hour Florida state certified class that will prepare our members to successfully and safely perform these tasks. This class was not accepted in our last budget at approximately \$16,000 due to budget constraints. At that point our department started seeking alternative ways to fund this need. We would like approval to purchase the necessary equipment for rope operations in the amount of \$14,500. We would like to utilize the funds we will be receiving from the sale of the surplus equipment approved for surplus at the last council meeting to purchase this equipment.

Very respectively,

Hunter Aycock

SUBJECT: Florida Commerce M0014 Stormwater Grant – FGT Gas Line Relocation Agreement

MEETING DATE PREPARED BY

Tuesday, March 11, 2025

Patrice Tanner, City Administrator

SUMMARY

This agreement will approve the reimbursement from the City of Chipley to FGT for the creation of an accurate cost estimate and project schedule for the relocation of the FGT pipeline located on Griffin Road in Chipley, Florida. The pipeline currently impedes stormwater mitigation work that the City is currently undertaking. The total amount of the reimbursement shall not exceed \$25,000. These funds will be reimbursed by the Florida Commerce CDBG-Disaster Recovery grant no. M0014.

RECOMMENDATION

City Staff recommends approval of Florida Commerce M0014 Stormwater Grant – FGT Gas Line Relocation Agreement.

ATTACHMENTS

1. Agreement

[Florida Gas Transmission Company Letterhead]

[Date]

City of Chipley 1442 Jackson Avenue Chipley, FL 32428

Subject: Proposed Relocation of Gas Transmission Line on Griffin Road

Dear Mayor Andrews:

As the owner of the gas transmission system within the city limits of Chipley, Florida, Florida Gas Transmission Company (FGT) holds exclusive rights and responsibilities to operate, maintain, and make any improvements to the gas transmission infrastructure within the area, including the relocation of gas lines. This includes any actions necessary to ensure continued safety, reliability, and compliance with regulatory standards for the system.

In response to your request regarding the relocation of the gas transmission line on Griffin Road, we would like to propose a collaborative effort to address this matter. FGT will be the sole entity permitted to perform any improvements or modifications to the gas transmission system in this area.

To initiate this process, we propose a fee of \$25,000 to cover the development of a detailed relocation plan, including an assessment of the project's scope, timelines, and necessary resources. This will allow us to establish a comprehensive schedule and strategy for the work involved. The relocation plan will be designed to minimize disruption to the community and maintain the highest safety standards.

Once the plan and schedule are developed, we will provide a comprehensive proposal outlining the next steps. If you have any questions or would like to discuss this proposal further, please do not hesitate to reach out to us.

Thank you for your cooperation and understanding. We look forward to working with the city to ensure the continued success of our gas transmission infrastructure.

Sincerely,

[Your Name]
[Your Position]
Florida Gas Transmission Company
[Your Contact Information]

Preliminary Cost Reimbursement Agreement

This Preliminary Cost Reimbursement Agreement (the "Agreement") is entered into by and between:

Florida Gas Transmission Company ("FGT")

2301 Lucien Way, Suite 200 Maitland, FL 32751

and

The City of Chipley ("City")

1442 Jackson Avenue Chipley, FL 32428

Collectively referred to as the "Parties" and individually as a "Party."

RECITALS

WHEREAS, FGT is a natural gas transmission company responsible for maintaining pipelines, including the FGT pipeline located on Griffin Road in Chipley, Florida; and

WHEREAS, the City is undertaking stormwater mitigation work on Griffin Road and has identified that the FGT pipeline currently impedes this project; and

WHEREAS, the Parties desire to cooperate in the creation of an accurate cost estimate for the construction and a project schedule for relocating the FGT pipeline to allow for the completion of the stormwater mitigation work; and

WHEREAS, the City agrees to reimburse FGT for certain preliminary costs associated with the development of such cost estimates and project schedules as outlined in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

1. Purpose of Agreement

The purpose of this Agreement is to outline the terms under which the City will reimburse FGT for the costs incurred in the preparation of an accurate cost estimate and project schedule for the relocation of the FGT pipeline on Griffin Road.

2. Preliminary Costs and Reimbursement

2.1 Reimbursement Amount

The City agrees to reimburse FGT for costs incurred in the creation of an accurate cost estimate and project schedule for the relocation of the FGT pipeline. The total amount of reimbursement shall not exceed \$25,000.

2.2 Scope of Costs

Costs eligible for reimbursement under this Agreement include planning and administrative costs directly related to the creation of the cost estimate and project schedule.

2.3 Payment Terms

- (a) FGT shall submit to the City a detailed invoice outlining all costs incurred under this Agreement on a monthly basis or as otherwise agreed by the Parties.
- (b) Upon receipt of each invoice, the City agrees to pay the full amount within thirty (30) calendar days, provided that the invoiced costs are reasonable and fall within the terms of this Agreement.

3. Completion of Preliminary Work

FGT shall diligently pursue the preparation of the cost estimate and project schedule for the relocation of the FGT pipeline. FGT agrees to provide the City with periodic updates regarding the progress of the work and shall deliver the completed cost estimate and project schedule to the City within a reasonable timeframe.

4. No Obligation to Proceed with Relocation

This Agreement solely covers the preliminary costs associated with the creation of the cost estimate and project schedule. It does not obligate either Party to proceed with the relocation of the FGT pipeline or to enter into any subsequent agreements for the relocation or stormwater mitigation project. Any future actions related to the relocation of the pipeline will require a separate agreement.

5. Indemnification

Each Party agrees to indemnify and hold harmless the other Party, its officers, agents, and employees, from any claims, losses, damages, or liabilities arising out of or in connection with the performance of this Agreement, except as may result from the negligence or misconduct of the indemnified Party.

6. Term and Termination

6.1 **Term**

This Agreement shall become effective as of the date of execution by both Parties and shall remain in effect until the completion of the work described herein, or until terminated by either Party as provided below.

6.2 Termination for Convenience

Either Party may terminate this Agreement at any time for any reason by providing thirty (30) calendar days' written notice to the other Party. In the event of termination, the City shall pay FGT for all costs incurred up to the date of termination.

7. Miscellaneous

7.1 Amendments

Any amendment or modification to this Agreement must be made in writing and signed by both Parties.

7.2 Governing Law

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

7.3 Entire Agreement

This Agreement constitutes the entire understanding between the Parties and supersedes any prior agreements or understandings, whether written or oral, concerning the subject matter of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Preliminary Cost Reimbursement Agreement as of the date below.

Florida Gas Transmission Company

By:		 	
Name:			
Title:			
Date:			
	f Chipley		
The City of	- стри		
-			
-			
Ву:			

SUBJECT: Football League for Adults – Brad Holt

MEETING DATE PREPARED BY

Tuesday, March 11, 2025

Patrice Tanner, City Administrator

SUMMARY

Mr. Brad Holt is interested in starting an adult flag football league in Chipley. He would like to utilize the soccer field at Jim Trawick Park. If approved, he will obtain the required insurance coverage and go through the rental application process.

RECOMMENDATION

City Staff recommend approval of Football League for Adults.

ATTACHMENTS

From: Patrice A. Tanner
To: Sherry L. Snell

Subject: FW: Chipley Adult Flag Football League
Date: Monday, March 10, 2025 4:35:13 PM

Attachments: image001.png

Sherry,

This is the information for the council.

Patrice a. Tanner

City Administrator City of Chipley 1442 Jackson Avenue Post Office Box 1007 Chipley, Florida 32428 Phone: (850) 638-6350



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From: Brad Holt <brad holt@yahoo.com> Sent: Monday, March 10, 2025 4:24 PM

To: Patrice A. Tanner < PTanner@cityofchipley.com>

Subject: Chipley Adult Flag Football League

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To Whom It May Concern,

This is a proposal to bring an Adult Flag Football League to Chipley this summer. This is a health and fitness option for our area that is not presently offered and I believe that it will be a popular program. There has been a similar league provided by the Marianna Rec Dept for the last several years but it has declined in recent years. After

speaking with several contacts in the area, there is significant interest in a potential league in Chipley.

Preferred Options

Organization: As someone who has organized teams and competed in flag football leagues and tournaments, softball leagues and tournaments and basketball tournaments over the last 20 years, I bring the experience and contacts necessary to make this a successful venture in our town. I have spoken with and have the support of Recreation Director Brock Tate. He has told me that he will help maintain the fields and provide necessary support.

Location: Jim Trawick Park on the large field typically used for youth soccer. The field would be marked and maintained by the city. We would sign the rental agreement provided by the City of Chipley to rent the field and lights.

Dates: Sunday afternoons and evenings in June, July and August.

Liability: Each player would sign a liability waiver to be able to participate in the league. This waiver would protect the league and the city and make each player responsible for their own insurance.

Family Event: I have contacted local businesses and there is interest in supporting a Sunday evening family event alongside the games. Once the league is established, I will contact food trucks, bounce house companies and vendors to attempt to create an event for children near the end of the season.

I truly feel that this is a good opportunity for our community. I am committed to organizing and running it to the best of my ability. Please contact me with any questions or concerns.

Sincerely,

Bradley Holt 8507260416

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You are invited to a Zoom webinar.

When: March 11, 2025 5:00 PM Central Time (US and Canada)

Topic: City Council Meeting

Join from PC, Mac, iPad, or Android: https://us02web.zoom.us/j/82406834778

Phone one-tap:

- +13017158592,,82406834778# US (Washington DC)
- +13052241968,,82406834778# US

Join via audio:

- +1 301 715 8592 US (Washington DC)
- +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
- +1 669 444 9171 US
- +1 669 900 9128 US (San Jose)
- +1 689 278 1000 US
- +1 719 359 4580 US
- +1 253 205 0468 US
- +1 253 215 8782 US (Tacoma)
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