



**City of Chipley
City Council Meeting**

March 10, 2026 at 5:00 PM

City Hall - 1442 Jackson Avenue, Chipley, FL 32428

AGENDA

A. CALL TO ORDER

B. PRAYER AND PLEDGE

C. APPROVAL OF AGENDA

D. CITIZENS REQUEST

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

E. APPROVAL OF MINUTES

1. Regular Council Meeting - February 10, 2026

F. PRESENTATIONS

1. Proclamation for Red Cross Month

G. CONSENT AGENDA

1. **Resolution No. 26-23** – Capital City Bank Loan – 2026 Ford Interceptor - Police Department
2. **Resolution No. 26-24** – Capital City Bank Loan – Aries Mobile Voyage System (Main Line Sewer Camera) - Water Utilities Department
3. **Bid No. 2025-04** – Citywide Flooding Resiliency Improvements – Change Order #1
4. **Continuing Engineering Services Contract Extension** – David H. Melvin, Inc.
5. **Continuing Grants Administration Services Contract Extension** – David H. Melvin, Inc.
6. **Chipley Redevelopment Agency - Administration Contract**

- [7.](#) **Chipley Redevelopment Agency** – Grant Funding Breakdown Updated
- [8.](#) **Special Event Application** – Color Run – Chipley Band Boosters
- [9.](#) **Special Event Application** – Community Outreach – Washington County Christian School
- [10.](#) **Special Event Application** – Law Enforcement Torch Run for Special Olympics Florida – Northwest Florida Reception Center
- [11.](#) **Special Event Application** – T.J. Roulhac School Reunion & Parade
- [12.](#) **Farmer's Market & Gazebo Rental Application** – Robert David

H. AGENDA ITEMS

- [1.](#) **Ordinance No. 997 (Public Hearing)** – Waste Management Contract Amendment and Renewal
- [2.](#) **Firm Gas Supply Authorization Under All Requirements Gas Services Agreements** – Extending Terms at Re-pricing Periods - Florida Gas Utility – Katie Hall
- [3.](#) **Resolution No. 26-25** – FDEP State Revolving Loan Fund Program Application - Amir Zafar
- [4.](#) **Resolution No. 26-26** - Hometown Heroes Banner Policy
- [5.](#) **Resolution No. 26-27** – Sale of Surplus Property – Washington County
- [6.](#) **Animal Control Ordinance** - Discussion

I. OTHER BUSINESS

J. ADJOURN

K. ZOOM

- [1.](#) ZOOM Information

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

**City of Chipley
Council Meeting
Minutes
February 10, 2026 at 5:00 p.m.**

Attendees:

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

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

Others Present Were:

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

Ms. Sherry Snell, City Clerk
Mr. Michael Richter, Police Chief

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

Mayor Andrews added Agenda Item #3 – Police Car Quote; #4 Request for Executive Session Michelle Jordan; #5 Animal Control Discussion – Michelle Jordan; and #6 Discussion Items – Kevin Russell.

A motion was made by Council Member Russell and seconded by Council Member Blount to approve the agenda with the additions. 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 welcome and appreciated.

E. APPROVAL OF MINUTES

1. Regular Council Meeting – January 13, 2026

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

F. CONSENT AGENDA ITEMS

1. **Resolution No. 26-21** – FDFS Firefighter Assistance Grant Agreement FM1171 – Amendment One. This resolution will approve the State of Florida Department of Financial Services Agreement No. FM1171 – Amendment No. 1 to amend the terms and conditions of the Agreement, Attachment 1 – Statement of Work (FAGP) and Appendix 1 – Itemized Equipment List. The quotes for the bunker gear came in lower than the original grant amount and the new grant amount is \$21,799.00.
2. **Bid No. 2025-03** – Chipley Mongoven Building – Phase 2 – Arris General Contractors, Inc. – Change Order No. 4. This will approve Change Order No. 4 for the Mongoven Building Phase II Project to add an additional 20 days to the project due to weather delays. There is no change in the contract cost. The new completion date will be March 20, 2026.
3. **Bid No. 25-01** – Florida Commerce CDBG-NR Peach Street Lift Station Project – GCUC LLC – Change Order No. 2. This change order will increase the total contract price for GCUC, LLC by \$6,532.43 for 8" ductile iron pipe material. This change order will have to be paid with city funds, with the possibility of being reimbursed at the end of the project.
4. **Request for a Variance** – 966 Lera Lane – WJH FL, LLC. WJH FL LLC is requesting a variance for the property located at 966 Lera Lane, Parcel ID: 00-2258-0140, .288 acres. The proposed variance will allow the current setbacks to the residence and allow the ability to transfer ownership of the residence.
5. **Industrial Building Renewed Lease** – WP Property Holdings I, LLC. This will approve a renewed lease with WP Property Holdings I, LLC for a 50,000 square foot building located in the Tommy R. McDonald, Sr. Industrial Park for a term of two (2) years in the amount of \$8,266.67 per month.
6. **Settlement and Release Agreement** – 1214 Johnson Avenue – Truist Bank. This Settlement and Release Agreement is with Truist Bank regarding code enforcement fines on the property located at 1214 Johnson Avenue. On December 9, 2025, City Council voted to approve a settlement in the amount of \$15,000 and authorized Attorney Jordan permission to prepare and structure the associated legal document.
7. **Special Event Application** – Blues & Brews Music Festival – Washington County Chamber of Commerce. The Blues & Brews Outdoor Music Festival will be held on Saturday, April 18, 2026 from 3:00 p.m. to 8:00 p.m. A road closure is requested for Martin Luther King Drive and South 7th Street from SR 90 to North Railroad Avenue, and South Railroad Avenue from SR 77 to South 7th Street during the event. Insurance will be submitted prior to the event.
8. **Special Event Application** – Community Easter Egg Hunt. The Community Easter Egg Hunt will be held on Wednesday, April 1, 2026 from 5:30 p.m. to 6:30 p.m. at Shivers Park.
9. **Resolution No. 26-22** – FY 2025-2026 Budget Amendment No. 1. This resolution will approve a budget amendment for Fiscal Year 2025-2026.
10. **Continuing Engineering Services Work Authorization No. 2026-01** – Pecan Street Resurfacing Project – David H. Melvin, Inc. This will approve the Continuing Engineering Services Work Authorization for the Pecan Street Resurfacing Project with David H. Melvin, Inc

in the amount of \$153,455.00.

Ms. McCall stated she would like to move #4 to the regular agenda. Mr. Russell asked about the completion date on #2. Mr. Brent Melvin, David H. Melvin, Inc., stated the completion date for the entire project is March 20, 2026.

A motion was made by Council Member McCall and seconded by Council Member Cain to move #4 to the regular agenda and approve the other consent agenda items. The motion passed unanimously.

I. AGENDA ITEMS

1. Ordinance No. 997 – Waste Management Contract Amendment and Renewal.

Mrs. Tanner stated this will approve the first reading of Ordinance No. 997 – amending, renewing and extending the non-exclusive franchise for the collection and disposal of residential and commercial solid waste collection to Waste Management, Inc. of Florida for a period of five (5) years. Section 2 – CPI Adjustment will be amended as follows:

1. All rates shall be adjusted according to the Consumer Price Index – Water, Sewer, and Trash (CPI-WST) for the preceding 12 months.
2. The annual CPI adjustment shall not exceed five percent (5%).
3. The annual CPI adjustment shall not be less than two percent (2%).

We are asking Council to approve two annual amnesty days each year.

Section 9, B, 6 – Community Cleanup will be deleted and replaced with the following.

1. Contractor shall provide four (4) 30-yard roll-off containers twice per year for the City's community cleanup program.
2. Two (2) containers shall be provided at no cost to the City.
3. The City shall pay Contractor for the remaining two (2) containers.
4. Each cleanup event shall last one (1) month.
5. Containers shall be placed at a time and location within the City limits as mutually determined by the City and Contractor.

No further discussion.

A motion was made by Council Member Russell and seconded by Council Member Blount to approve the first reading of Ordinance No. 997. The motion passed unanimously.

2. Request for a Development Order and a Variance – Corner of Watts Avenue and 7th Street – Serene Life Beer Garden. Emily Sparks, 4731 Whitewater Lane, Crestview, FL, introduced the proposed Serene Life Beer Garden, stating it is intended to be a welcoming area for the community.

Anthony Thompson, 4731 Whitewater Lane, Crestview, FL, stated his goal is to complete the development in a responsible manner. He acknowledged concerns regarding parking and noise and stated he would manage both issues while complying with city codes. He added that the business would maintain reasonable hours, closing by 10:00 p.m. Mr. Russell and Ms. McCall voiced concerns regarding drainage. Mr. Thompson stated an engineer has prepared plans addressing drainage issues. Ms. McCall asked if approval for alcoholic beverage sales would affect future uses of the property should the business change. Mrs. Tanner stated the variance

would be specific to this request.

Monica Rehberg, 746 3rd Street, spoke in opposition to the beer garden, citing concerns about noise levels, late operating hours, traffic congestion, and parking.

John Calvery, 746 3rd Street, stated he is not opposed to new businesses but expressed concerns about the location, traffic congestion and the safety of nearby residents.

Thomas Simmons, 1237 Church Avenue, encouraged the Council to remain open-minded. He stated that Chipley is growing and that businesses should be given opportunities to succeed rather than being denied.

Mr. Russell stated that every development order and variance has been approved and none have been denied. I am specifically questioning the location and parking issue. Mayor Andrews stated that additional parking is available throughout town and that residents may need to adjust to the concept of a walkable downtown area.

Chris Edwards, 750 Orange Street, stated that citizens currently travel to other towns for entertainment and that Chipley needs additional amenities. He expressed full support for the development, stating that limited parking could indicate positive growth and encouraged the Council to support the project.

Discussion ensued.

A motion was made by Council Member Cain and seconded by Council Member Blount to approve the Development Order and a Variance for Serene Life Beer Garden located at the corner of Watts Avenue and 7th Street. The motion passed with four (4) ayes and one (1) naye with Council Member McCall opposed.

- 3. Police Car Quote** – Mrs. Tanner stated she is requesting the purchase of a new police vehicle. We have currently added one officer and are in the process of hiring another and are utilizing every vehicle we have. There was one vehicle involved in a wreck over the weekend and we do not know the outcome yet. We currently have several older vehicles that are frequently in and out of the shop. The quote provided is for a vehicle on a lot in Jacksonville which could be delivered within approximately one week. Installation of the necessary equipment would require an additional week. Therefore, the vehicle could be fully operational within two weeks. Mr. Russell stated he would like a rotation schedule for vehicles from all departments that can be consistently followed. Discussion ensued.

A motion was made by Council Member McCall and seconded by Council Member Cain to approve the purchase of a Ford Police Interceptor from Duval Ford in the amount of \$46,317.00. The motion passed unanimously.

- 4. Request for Executive Session** – Mrs. Jordan stated an Executive Session was needed for the Chipley Course and asked if March 10, 2026 at 4:00 p.m. would work. Council agreed. No further discussion.
- 5. Animal Control Discussion** – Attorney Jordan distributed information to the Council and stated that last May there was discussion regarding suggested and statutory changes. At that time, the Council asked me to review the entire document. There was also extensive discussion concerning cats. Since then, I have met with Mrs. Tanner and Mr. Lane to review the existing regulations. I would ask you to take the information home for review and provide feedback at the Council meeting next month. Discussion ensued.
- 6. Discussion Items – Kevin Russell.** Mr. Russell asked about background checks for recreation volunteers. Attorney Jordan stated that portions of the current policy need to be updated. Mrs. Tanner stated she would coordinate with Attorney Jordan to schedule a committee meeting to review and update the policy. Discussion ensued.

Mr. Russell also asked about the downtown parking improvement plan for downtown and to do a social media post to inform citizens about ongoing efforts. Mrs. Tanner stated the hoping to obtain funding through a beautification grant and that a plan could be developed once funding is secured. Mr. Lane stated that repainting the parking lot near the Chipley Station would result in an additional two to three parking spaces. Discussion ensued.

Mr. Russell asked who receives evaluations and who does not, and inquired about what system is in place to evaluate the City Attorney and others who work for the City. Ms. McCall asked specifically about contract employees. Mrs. Tanner stated that other individuals either operate under continuing services agreements or are hired on a job-by-job basis. Mr. Russell stated this was not comparing apples to apples and the Council needs some type of evaluation system in place. Mrs. Tanner stated that all agreements are approved by the Council and that the Attorney works for the Council. Mayor Andrews asked what other cities do in this situation. Attorney Jordan stated that most cities do not have contracts for their attorneys. Mayor Andrews asked Mrs. Tanner to contact the FL League of Cities to request examples that the Council could review to determine how other municipalities handle this matter. Discussion ensued.

7. **Request for a Variance** – 966 Lera Lane- WJH FL, LLC Ms. McCall stated that five variances have already been approved within the same subdivision and questioned why the variances continue to be approved. Mr. Russell stated that some confusion exists due to differing setback requirements between the County and the City. Mrs. Tanner stated that the City plans to work with our planners to review and revise the current codes and that this matter can be discussed during that process. Mrs. McCall expressed concern that it appears the City approves everything that comes forward. Mrs. Tanner stated it is unclear who originally approved the matter, but stated that confusion stemmed from differing County regulations. She stated that the County has been informed that the City must approve any changes prior to implementation. She added that procedures will be put in place and communication improved to help prevent similar issues in the future. Discussion ensued.

A motion was made by Council Member Russell and seconded by Council Member McCall to approve the Variance for 966 Lera Lane – WJH FL, LLC. The motion passed unanimously.

J. OTHER BUSINESS

Mayor Andrews reminded everyone of the upcoming Easter Egg Hunt and noted that Council traditionally purchases the chips for the children's lunch. Mr. Russell asked Mrs. Tanner if she would be willing to purchase the chips this year and let Council know the total cost to reimburse. Mrs. Tanner stated yes, we can order them and get reimbursement from each Council Member.

Ms. McCall stated the sign at the Farmer's Market looks bad. Mrs. Tanner stated it would be re-done.

K. ADJOURN

The meeting was adjourned by Mayor Andrews at 6:32 p.m.

Attest:

Tracy L. Andrews, Mayor

Sherry Snell,
City Clerk

Proclamation

**Red Cross Month
March 2026**

WHEREAS, in March, we celebrate American Red Cross Month by honoring our neighbors who make its humanitarian mission possible in Chipley. Every day, their acts of kindness change lives, bringing relief, comfort, and hope when help cannot wait. This compassionate spirit runs deep in our community, just as it has for 145 years through the American Red Cross; and

WHEREAS, today, those who serve with the Northwest Florida Chapter light the way during emergencies — whether it’s delivering shelter, food and comfort after disasters; providing a safe, lifesaving blood supply for patients facing conditions like cancer treatments, childbirth complications and traumatic injuries; assisting military members, veterans and their families with 24/7 global support; or empowering individuals with skills like first aid and CPR that save lives; and

WHEREAS, these collective efforts are a powerful reminder that the strength of our community lies in our shared commitment to one another. As we mark Red Cross Month, let us celebrate our local heroes and resolve to continue lifting each other up, so no one faces an emergency alone.

NOW, THEREFORE, BE IT PROCLAIMED by the Mayor and City Council of the City of Chipley that, March 2026 is **Red Cross Month**. I encourage all citizens of Chipley to reach out and support its humanitarian mission.

Tracy L. Andrews, Mayor

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Resolution No. 26-23 – Capital City Bank – 2026 Ford Police Interceptor - Police Department

MEETING DATE
Tuesday, March 10, 2026

PREPARED BY
Patrice Tanner, City Administrator

SUMMARY
This resolution will approve a loan with Capital City Bank for the purchase of (1) New 2026 Ford Police Interceptor for the Police Department in the amount of \$46,317.00 with an interest rate of 4.15% with five (5) annual payments.

RECOMMENDATION
City Staff recommends approval Resolution No. 26-23.

ATTACHMENTS

- 1. Resolution No. 26-23
- 2. Quotes

RESOLUTION NO. 26-23

A RESOLUTION OF THE CITY OF CHIPLEY, FLORIDA, RELATING TO THE POLICE DEPARTMENT CAPITAL PURCHASE; NOTING A FINANCING SOURCE; DESIGNATING AN AUTHORIZED REPRESENTATIVE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Chipley, Florida, is purchasing one (1) New 2026 Ford Police Interceptor; and

WHEREAS, the City is approved for a loan of \$46,317.00 from Capital City Bank for the purchase of the vehicle; and

WHEREAS, Capital City Bank has approved an interest rate of 4.15% with five (5) annual payments and no closing costs, with the first payment being due on October 1, 2026; and

WHEREAS, the City hereby designates this note as a “Qualified Tax Exempt Obligation” within the meaning of Section 265(B)(3) of the Internal Revenue Code;

WHEREAS, the City has authorized and approved said loan to be secured by a pledge of and lien upon the non-advalorem taxes sufficient to pay the principal of, premium, if any, and interest on said loan as set forth in the terms of the promissory note;

WHEREAS, the City covenants to budget and appropriate payment for the loan annually until maturity;

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

1. That the loan funds in the amount of Forty-Six Thousand Three Hundred and Seventeen Dollars and 00/100 Cents (\$46,317.00) be used to purchase one (1) New 2026 Ford Police Interceptor.
2. That the Mayor be designated as the authorized representative to carry out the responsibilities under the loan agreement.

PASSED AND ADOPTED by the City Council of the City of Chipley, Florida on this 10th day of March, 2026

City of Chipley

ATTEST:

Tracy L. Andrews, Mayor

Sherry Snell,
City Clerk



City of Chipley

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



Section G, Item 1.

To: Mayor and Council
City Administrator
From: Jamie Richter, Finance Director
Date: March 02, 2026
Re: Bank Loan Quotes – New 2026 Ford Police Interceptor

The following is a list of banks that submitted quotes:

One Florida Bank

Amount: \$46,317.00
Term: 5 Annual Payments
Interest Rate: 4.87%
Loan Fee: \$0.00

Capital City Bank

Amount: \$46,317.00
Term: 5 Annual Payments
Interest Rate: 4.15%
Loan Fee: \$0.00

PeoplesSouth Bank

Amount: \$46,317.00
Term: 5 Annual Payments
Interest Rate: 4.45%
Loan Fee: \$0.00

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Resolution No. 26-24 – Capital City Bank – Aries Mobile Voyage System (Main Line Sewer Camera) – Water Utilities Department

MEETING DATE

Tuesday, March 10, 2026

PREPARED BY

Patrice Tanner, City Administrator

SUMMARY

This resolution will approve a loan with Capital City Bank for the purchase of (1) Aries Mobile Voyage System (Main Line Sewer Camera) for the Water Utilities Department in the amount of \$119,199.00 with an interest rate of 4.15% with seven (7) annual payments.

RECOMMENDATION

City Staff recommends approval Resolution No. 26-24.

ATTACHMENTS

- 1. Resolution No. 26-24
- 2. Quotes

RESOLUTION NO. 26-24

A RESOLUTION OF THE CITY OF CHIPLEY, FLORIDA, RELATING TO THE SEWER DEPARTMENT CAPITAL PURCHASE; NOTING A FINANCING SOURCE; DESIGNATING AN AUTHORIZED REPRESENTATIVE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Chipley, Florida, is purchasing one (1) Aries Mobile Voyage System (Main Line Sewer Camera); and

WHEREAS, the City is approved for a loan of \$119,199.00 from Capital City Bank for the purchase of the vehicle; and

WHEREAS, Capital City Bank has approved an interest rate of 4.15% with seven (7) annual payments and no closing costs, with the first payment being due on April 1, 2026; and

WHEREAS, the City hereby designates this note as a “Qualified Tax Exempt Obligation” within the meaning of Section 265(B)(3) of the Internal Revenue Code;

WHEREAS, the City has authorized and approved said loan to be secured by a pledge of and lien upon the non-advalorem taxes sufficient to pay the principal of, premium, if any, and interest on said loan as set forth in the terms of the promissory note;

WHEREAS, the City covenants to budget and appropriate payment for the loan annually until maturity;

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

1. That the loan funds in the amount of One Hundred Nineteen Thousand One Hundred and Ninety-Nine Dollars and 00/100 Cents (\$119,199.00) be used to purchase one (1) Aries Mobile Voyage System (Main Line Sewer Camera).
2. That the Mayor be designated as the authorized representative to carry out the responsibilities under the loan agreement.

PASSED AND ADOPTED by the City Council of the City of Chipley, Florida on this 10th day of March, 2026

City of Chipley

ATTEST:

Tracy L. Andrews, Mayor

Sherry Snell,
City Clerk



City of Chipley

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



Section G, Item2.

To: Mayor and Council
City Administrator
From: Jamie Richter, Finance Director
Date: March 02, 2026
Re: Bank Loan Quotes – Aries Mobile Voyage System

The following is a list of banks that submitted quotes:

One Florida Bank
Amount: \$119,199.00
Term: 7 Annual Payments
Interest Rate:
Loan Fee:
They chose not to submit a proposal.

Capital City Bank
Amount: \$119,199.00
Term: 7 Annual Payments
Interest Rate: 4.15%
Loan Fee: \$0.00

PeoplesSouth Bank
Amount: \$119,199.00
Term: 7 Annual Payments
Interest Rate: 4.65%
Loan Fee: \$0.00

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Bid No. 2025-04 – Citywide Flooding Resiliency Improvements – Change Order #1

MEETING DATE

Tuesday, March 10, 2026

PREPARED BY

Patrice Tanner, City Administrator

SUMMARY

This will approve Bid No. 2025-04 – Citywide Flooding Resiliency Improvements - Change Order #1 to add an additional 240 days to the project due to delays in utility relocations and in the overlapping project for the removal and replacement of the Peach Street Lift Station. The project is 75% complete as of March 1, 2026 and the remaining work, minus the utility relocation and Peach Street lift station, is anticipated to be completed within the next 2 weeks. There is no change in the contract cost.

RECOMMENDATION

City Staff recommends approval of Bid No. 2025-04 – Citywide Flooding Resiliency Improvements – Change Order #1.

ATTACHMENTS

- 1. Change Order #1

CHANGE ORDER NO. 1

Owner:	City of Chipley	Owner's Project No.:	MT148
Engineer:	David H. Melvin, Inc.	Engineer's Project No.:	CHI22MT
Contractor:	Extreme Land Restoration, LLC	Contractor's Project No.:	N/A
Project:	Citywide Flooding Resiliency Improvements		
Contract Name:	Citywide Flooding Resiliency Improvements		
Date Issued:	Effective Date of Change Order:		

The Contract is modified as follows upon execution of this Change Order:

Description:

This change order is to add an additional 240 days to the project due to delays in utility relocations and in the overlapping project for the removal and replacement of the Peach Street Lift Station. The project is 75% complete as of March 1, 2026 and the remaining work, minus the utility relocation and Peach Street lift station, is anticipated to be completed within the next 2 weeks. There is no change in the contract cost.

Attachments:

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ <u>1,457,236.15</u>	Original Contract Times: Substantial Completion: <u>120</u> Ready for final payment: <u>150</u>
No Change in Contract Price from previously approved Change Orders: \$ <u>N/A</u>	No Change from previously approved Change Orders: Substantial Completion: <u>N/A</u> Ready for final payment: <u>N/A</u>
Contract Price prior to this Change Order: \$ <u>1,457,236.15</u>	Contract Times prior to this Change Order: Substantial Completion: <u>120</u> Ready for final payment: <u>150</u>
No change from this Change Order: \$ <u>0.00</u>	Increase this Change Order: Substantial Completion: <u>240</u> Ready for final payment: <u>240</u>
Contract Price incorporating this Change Order: \$ <u>1,457,236.15</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>360 (May 28, 2026)</u> Ready for final payment: <u>390 (June 27, 2026)</u>

Recommended by Engineer (if required)	Accepted by Contractor
By: _____	_____
Title: _____	_____
Date: _____	_____
Authorized by Owner	Approved by Funding Agency (if applicable)
By: _____	_____
Title: _____	_____
Date: _____	_____

CITY OF CHIPLEY

STAFF REPORT

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

MEETING DATE
Tuesday, March 10, 2026

PREPARED BY
Patrice Tanner, City Administrator

SUMMARY
This will approve an extension of the Contract for Continuing Professional Engineering Services with David H. Melvin, Inc. for a period of one (1) year with an expiration date of March 8, 2027.

RECOMMENDATION
City Staff recommends approval of DHM Extension of Continuing Engineering Contract

ATTACHMENTS
1. Contract Extension

**EXTENSION OF
CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES**

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

WHEREAS, the initial term of said contract expired on March 8, 2025. The City of Chipley, voted to extend said contract and exercise its option to renew the contract for an additional one-year term in 2025 and would now like to exercise its option to renew for the final one-year term;

NOW THEREFORE, the CITY OF CHIPLEY and DAVID H. MELVIN, INC. do hereby agree to extend the term of the Contract for Professional Engineering Services entered into by and between the parties on March 8, 2022 for an additional one year making the expiration date of the renewal March 8, 2027. The initial contract shall remain unchanged in all other respects and shall remain in full force and effect until March 8, 2027 unless otherwise terminated under the terms and conditions contained in said original contract.

DATED this _____ day of _____, 2026.

DAVID H. MELVIN, INC., Consultant
By: 
Name/Title: Brent E. Melvin, VP/Project Manager

CITY OF CHIPLEY
By: _____
Name/Title: Tracy L. Andrews, Mayor

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Continuing Grants Administration Services Contract Extension – David H. Melvin, Inc.

MEETING DATE
Tuesday, March 10, 2026

PREPARED BY
Patrice Tanner, City Administrator

SUMMARY
This will approve an extension of the Contract for Continuing Professional Grants Administration Services with David H. Melvin, Inc. for a period of one (1) year with an expiration date of June 14, 2027.

RECOMMENDATION
City Staff recommends approval of DHM Extension of Continuing Grants Administration Contract.

ATTACHMENTS

1. Contract Extension

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

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

WHEREAS, the initial term of said contract expired on June 14, 2025 and the City voted to extend for one year. That one year renewal will expire on June 14, 2026 and the City of Chipley, and David H. Melvin, Inc. would like to extend said contract and exercise its option to renew the contract for the final one-year term;

NOW THEREFORE, the CITY OF CHIPLEY and DAVID H. MELVIN, INC. do hereby agree to extend the term of the Contract for Professional Grant Writing and Program Implementation Services entered into by and between the parties on June 14, 2022 for an additional one year term. The initial contract shall remain unchanged in all other respects and shall remain in full force and effect until June 14, 2027 unless otherwise terminated under the terms and conditions contained in said original contract.

DATED this ____ day of _____, 2026.

DAVID H. MELVIN, INC., Consultant
By: _____
Name/Title: _____

CITY OF CHIPLEY
By: _____
Name/Title: _____

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Chipley Redevelopment Agency - Administration Contract

MEETING DATE
Tuesday, March 10, 2026

PREPARED BY
Patrice Tanner, City Administrator

SUMMARY
This will approve the Contract with the Chipley Redevelopment Agency (CRA) and the Washington County Chamber of Commerce. This will be retroactive to October 1, 2025 with an expiration date of September 30, 2026.

RECOMMENDATION
City Staff recommends approval of CRA Administration Contract.

ATTACHMENTS
1. Contract

CONTRACT

This agreement, made this 1st day of October 2025, by and between **Chipley Redevelopment Agency**, hereinafter referred to as "**CRA**" and **The Washington County Chamber of Commerce**, hereinafter referred to as "**Chamber**"

WITNESSETH:

WHEREAS, the City of Chipley, pursuant to the authority given by chapter 163, Part III of the Florida Statutes, created The Chipley Redevelopment Agency for the purpose of improving slum or blighted areas and for the rehabilitation and redevelopment of areas within the City in the interest of public health, safety, morals and welfare of the residents, as set forth in the adopted Community Redevelopment Plan, and

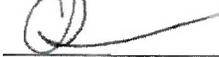
WHEREAS, in an effort further the goals of said plan, the CRA finds that it is in the best interest for continued progress towards its goals of community redevelopment that it enters into this agreement with the CHAMBER so that the CHAMBER can provide necessary administrative services,

NOW, THEREFORE, the parties do hereby covenant, stipulate and agree as follows:

1. That the CRA and CHAMBER enter into this agreement whereby the CHAMBER will provide staff and administrative services to continue implementation of the Community Redevelopment Plan which has previously been adopted by the City of Chipley, pursuant to the authority of Chapter 163, Part III, Florida Statutes.
2. The term of the agreement shall be from October 1, 2025, through September 30, 2026, with the parties prior to the end of term agreeing to discuss a continuation of this contract for a period of 12 months.
3. The CRA shall pay the Chamber for services provided under this agreement the sum of **Three Thousand Eight Hundred Twenty-Four Dollars and 00/100 (\$3,824.00)** per month.

WITNESS, or hands and seals the day and year first written above.

Chipley Redevelopment Agency

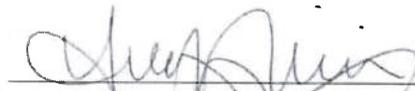


Crystal Abel, CRA Chair

Washington County Chamber of Commerce

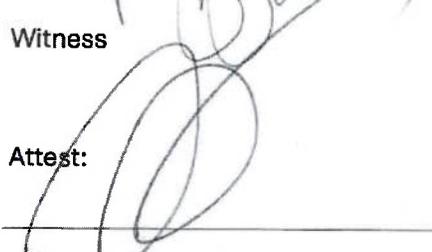


Tiffany Hitchcock, Chair



Witness

Attest:



Shirley Parrado, Executive Director

ITY OF CHIPLEY

STAFF REPORT

SUBJECT: Chipley Redevelopment Agency – Grant Funding Breakdown Updated

MEETING DATE

Tuesday, March 10, 2026

PREPARED BY

Patrice Tanner, City Administrator

SUMMARY

This will update the Grant Funding Breakdown for interior, exterior, start-up fees and permitting, and the max amount allowed for CRA grand funds.

RECOMMENDATION

City Staff recommends approval of the Chipley Redevelopment Agency – Grant Funding Breakdown Updated

ATTACHMENTS

- 1. Funding Break Down



Funding Break- Down

Please take note of the following information regarding the available \$50,000 grant funding. Every grant/applicant request is unique and may not require all listed aspects. Each applicant will be evaluated and informed about the specific qualifications they meet. If only two sides of their building are visible from a main road or alleyway, it is considered in the exterior amounts. Additionally, Roofing is now included in the Exterior category, and it alone represents a \$10,000 possibility. We have introduced some measures to ensure these buildings remain preserved and well-maintained. Our dedication to preserving and maintaining these buildings is unwavering, and we will soon update our plan to ensure that all our enhancements are reflected in it.

<p style="text-align: center;">Interior</p>	<p style="text-align: center;">Interior includes: Electrical, HVAC, Flooring, Painting, Paneling, Indoor Construction, Lighting, and Safety Compliance.</p>		<p style="text-align: center;">\$20,000</p>
<p style="text-align: center;">Exterior</p>	<p style="text-align: center;">Exterior Includes: Doors, Windows, Roofing, Painting of Building, ADA Ramps, Lighting Attached to Building, Hang Over Awning, Permanent Fixtures, and Safety Compliance.</p>	<p style="text-align: center;">\$10,000 per side Including roof as a side.</p>	<p style="text-align: center;">\$50,000</p>
<p style="text-align: center;">Start Up Fees & Permitting</p>	<p style="text-align: center;">Water/Sewer Hook Up, and Permitting Fees for Construction.</p>		<p style="text-align: center;">\$3,000</p>
<p style="text-align: center;">Max amount allowed</p>			<p style="text-align: center;">\$50,000</p>

If you have any questions, please contact the CRA offices.

Shirley Parrado – Executive Director

850-638-4157 or director@washcomall.com

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Special Event Application – Color Run – Chipley Band Boosters

MEETING DATE

Tuesday, March 10, 2026

PREPARED BY

Patrice Tanner, City Administrator

SUMMARY

Chipley Band Boosters are requesting to hold a color run on Saturday, April 11, 2026 starting at 7:30 a.m. The run will start at Philip Rountree Stadium and head West on North Railroad Avenue to Griffin Road, then North to Old Bonifay Road, then East to 2nd Street and South back to North Railroad Avenue. The money raised will go to the Chipley Tiger Band. Insurance is not required for this event.

RECOMMENDATION

City Staff recommends approval of the Special Event Application – Color Run – Chipley Band Boosters

ATTACHMENTS

- 1. Special Event Application



City of Chipley



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

Special Event Application

Name/Organization: Chipley Band Boosters

Address: 1545 Brickyard Rd Chipley FL 32428

Contact person: Jessica Bell Phone: 239-841-4877

chipleybbtreasurer@gmail.com

E-mail: chipleybbtreasurer@gmail.com

Type of Event: Color Run Fundraiser

Purpose of Event: Raise Funds for Chipley Tiger Band

Location of Event: Philip Roundtree Stadium Indoors/Outdoors

Date(s) & Time(s) of Event: 4/11/2024 7:30-10:00

Amount of Liability Insurance: We can have participants (attach copy of policy)
Sign a waiver before event. if needed

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

Will food and nonalcoholic beverages be sold? No Food or water will be provided

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: 50-100

Are security and/or medical services provided? No

Applicant Signature: Jessica M Bell Date: 2/19/2024

Approved { } Denied { }

Mayor's Signature: _____ Date: _____



City of Chipley



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

Request for Temporary Closure of City Road/Sidewalk/Alleyway

Name of Organization: Chipley Band Boosters		Person in Charge: Jessica Bell or Jennifer Thompkins		Date: 2/19/26
Address of Organization: 1545 Brickyard Rd Chipley FL 32428			Telephone Number: 239-841-4887	
Title of Event: Color Run				
Date of Event: 4/11/2026	Starting Time of Event: 7:30 am	Duration of Event: 2.0 hrs.	Actual Closing Time (Set up of barriers, Etc.) 7:55am	
Proposed Parade Route or Road/Sidewalk/Alleyway Closure (Include Exact Road Names and Map of Route): Starting point Philip Roundtree Stadium parking lot. West on N Railroad Ave to Griffin Rd. & North on Griffin Rd to Old Bonifay Rd. East of Old Bonifay to 2nd St. South on 2nd to N Railroad.				
This section is to be completed when closure is for special event filming.				
Liability Insurance Carrier:		Policy #: _____	Date: _____	
Coverage Amount:		(\$): _____	Minum) _____	
Length of Coverage:		Days: _____		
Licenses Pyrotechnics Operator: _____				
License Number: _____				
Approval of Local Fire Department: _____				
Federal Aviation Administration Approval for Low Flying Filming: _____				
Additional Liability Insurance Amount: _____				
PLEASE DO NOT WRITE BELOW THIS LINE				
Detour Route (Include Exact Road Names and Map of Detour Route): _____				
Name of Department Responsible for Traffic Control (City Police Department, Sheriff's Department, Highway Patrol): Chipley City Police Department				
Special Conditions: Use this route only!				
Name of Police Chief: Michael Richter		Signature of Police Chief: 		Date Signed: 3-3-26
Name and Title of City Official: Patrice Tanner, City Administrator		Signature of City Official:		Date Signed:

RELEASE AND HOLD HARMLESS AGREEMENT

FOR THE SOLE CONSIDERATION OF the City of Chipley granting permission for the undersigned to conduct a Color Run Fundraiser 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 19th day of February, 2026.

FIRM OR ORGANIZATION:

Jessica M Bell
Signature

Jessica M Bell
Print Name

[Signature]
Witness

Kimberly Shares
Witness

Riky Edwards
Print Name

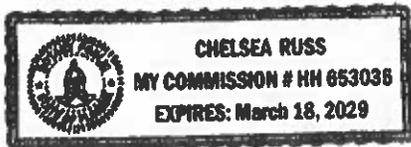
Kimberly Shares
Print Name

STATE OF FLORIDA
COUNTY OF WASHINGTON

The foregoing instrument was acknowledged before me by Jessica M Bell, who is personally known to me or who produced Florida Driver License 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 19 day of February, 2026. in person

[Signature]
Notary Public



CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Special Event Application – Community Outreach – Washington County Christian School

MEETING DATE

Tuesday, March 10, 2026

PREPARED BY

Patrice Tanner, City Administrator

SUMMARY

The Washington County Christian School would like to have a community outreach event on Saturday, April 18, 2026 from 4:00 p.m. to 6:00 p.m. at Shivers Park. There will be foodtrucks a train and will be playing Christian music.

RECOMMENDATION

City Staff recommends approval of the Special Event Application for the Community Outreach by the Washington County Christian School.

ATTACHMENTS

- 1. Special Event Application
- 2. Insurance



City of Chipley



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

Special Event Application

Name/Organization: Washington County Christian School
Address: 1405 Brickyard Rd. Chipley, Fl. 32428
Contact person: Francesca Kirkman Phone: 850-638-9227 Fax:
E-mail: wccslions@gmail.com
Type of Event: Spring Fling
Purpose of Event: Community Outreach

Location of Event: Shivers Park Indoors Outdoors

Date(s) & Time(s) of Event: April 18, 2026 4:00 pm - 6:00 pm

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

Concert Yes No If yes, What type of music? Will be playing Christian music

Will food and nonalcoholic beverages be sold? Yes, Foodtrucks.

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, would like to have a train.

Number of participants anticipated per day: 350

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

Applicant Signature: Francesca Kirkman Date: 2/17/26

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 Spring Fling 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 17th day of February, 20 26.

FIRM OR ORGANIZATION: Washington County Chrstran School

Francesca Kirkman
Signature

Francesca Kirkman
Print Name

Witness

Witness

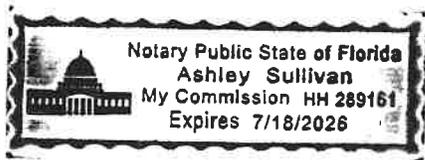
Print Name

Print Name

STATE OF FLORIDA
COUNTY OF WASHINGTON

The foregoing instrument was acknowledged before me by Francesca Kirkman, who is personally known to me or who produced Personally Known 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 17th day of February, 20 26.



A Sullivan
Notary Public



CERTIFICATE OF LIABILITY INSURANCE

Section G, Item 9.

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

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

PRODUCER Rogers Insurance Agency 1396 JACKSON AVENUE P.O. BOX 430 CHIPLEY FL 32428	CONTACT NAME: Robert Lane PHONE (A/C, No, Ext): (850) 638-1805 E-MAIL ADDRESS: robert@riachipley.com	FAX (A/C, No): (850) 638-7255
	INSURER(S) AFFORDING COVERAGE INSURER A: Guide One Mutual Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED Washington County Christian School, Inc. 1405 Brickyard Road Chipley FL 32428		

COVERAGES **CERTIFICATE NUMBER:** CL2621004247 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			1261-822	04/02/2025	04/02/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Damage to Premises \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER City of Chipley 1442 Jackson Avenue P O Box 1007 Chipley FL 32428	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

ADDITIONAL COVERAGES

Section G, Item9.

Ref #	Description Sexual Misconduct Liability Medical Expense	Coverage Code	Form No.	Edition Date
Limit 1 10,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
Ref #	Description Employee Benefits Liab Aggregate Limit	Coverage Code	Form No.	Edition Date
Limit 1 3,000,000	Limit 2	Limit 3	Deductible Amount 1,000	Deductible Type Flat
				Premium
Ref #	Description D&O Educators Legal Each Policy period Non Mo	Coverage Code	Form No.	Edition Date
Limit 1 10,000	Limit 2	Limit 3	Deductible Amount 1,000	Deductible Type Flat
				Premium
Ref #	Description D&O Educators Legal Aggregate Limit	Coverage Code	Form No.	Edition Date
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount 1,000	Deductible Type Flat
				Premium
Ref #	Description Crisis Management Organizational Limit Aggreg	Coverage Code	Form No.	Edition Date
Limit 1 100,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
Ref #	Description D&O Educators Legal Each Claim Limit	Coverage Code	Form No.	Edition Date
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount 1,000	Deductible Type Flat
				Premium
Ref #	Description EMPLOYMENT PRACTICES LIABILITY	Coverage Code	Form No.	Edition Date
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount 5,000	Deductible Type Flat
				Premium
Ref #	Description Employee Benefits Liab Each Employee	Coverage Code	Form No.	Edition Date
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount 1,000	Deductible Type Flat
				Premium
Ref #	Description Crisis Management Individual Exp Aggregate	Coverage Code	Form No.	Edition Date
Limit 1 200,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
Ref #	Description Sexual Misconduct Liability Aggregate Limit	Coverage Code	Form No.	Edition Date
Limit 1 300,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
Ref #	Description Crisis Management Medical Exp/Person Limit	Coverage Code	Form No.	Edition Date
Limit 1 50,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium

ADDITIONAL COVERAGES

Section G, Item 9.

Ref #	Description Sexual Misconduct Liability Each Claim	Coverage Code	Form No.	Edition Date
Limit 1 100,000	Limit 2 300,000	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description Crisis Management Event Aggregate Limit	Coverage Code	Form No.	Edition Date
Limit 1 300,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description Crisis Event Individual Counseling Exp/Person	Coverage Code	Form No.	Edition Date
Limit 1 2,500	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				



CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Special Event Application – Law Enforcement Torch Run for Special Olympics Florida – Northwest Florida Reception Center

MEETING DATE

Tuesday, March 10, 2026

PREPARED BY

Patrice Tanner, City Administrator

SUMMARY

This event will be held on Tuesday, March 17, 2026 from 9:00-11:00 a.m. They will be walking a pre-determined 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 land of Jackson Avenue/South Bound lane of Main Street will be closed by transport vehicles during the event. Insurance is not required for this event.

RECOMMENDATION

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

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: Law Enforcement Torch Run

Address: 4455 Sam Mitchell Drive Call# 850 758-6446

Contact person: Brenda Ruddy Phone: 850-773-0207 Fax: _____

E-mail: Brenda.Ruddy@FDL.myFlorida.com

Type of Event: Torch Run

Purpose of Event: Law Enforcement Torch Run for Special Olympics.

Location of Event: East Hwy 90 - Hwy 77 to Peoples Bank ^{near mart} Indoors Outdoors

Date(s) & Time(s) of Event: March 16th, 2026

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

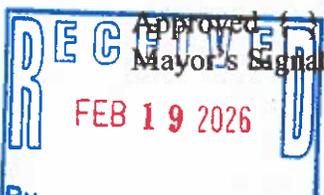
Number of participants anticipated per day: _____

Are security and/or medical services provided? NO

Applicant Signature: Brenda Ruddy Date: 2/19/2026

Approved { } Denied { }

Mayor's Signature: _____ Date: _____





City of Chipley



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

Request for Temporary Closure of City Road/Sidewalk/Alleyway

Name of Organization: SDF LETR		Person in Charge: Brenda Rueddy		Date: 3/16/2006
Address of Organization: 4455 Sam Mitchell Drive			Telephone Number: 850-773-0803	
Title of Event: Law Enforcement Torch Run				
Date of Event: 3/16/2006	Starting Time of Event: 8 AM	Duration of Event: 1 HR.	Actual Closing Time (Set up of barriers, Etc.)	
Proposed Parade Route or Road/Sidewalk/Alleyway Closure (Include Exact Road Names and Map of Route): ROAD E to intersection of Hwy 77 South to Peoples Bank ^{West} West (Court House)				
This section is to be completed when closure is for special event filming.				
Liability Insurance Carrier: _____		Policy Effective Date: _____		
Coverage Amount: _____		(\$1,000,000 Minimum)		
Length of Coverage: _____		Days		
Licenses Pyrotechnics Operator: _____				
License Number: _____				
Approval of Local Fire Department: _____				
Federal Aviation Administration Approval for Low Flying Filming: _____				
Additional Liability Insurance Amount: _____				
PLEASE DO NOT WRITE BELOW THIS LINE				
Detour Route (Include Exact Road Names and Map of Detour Route):				
Name of Department Responsible for Traffic Control (City Police Department, Sheriff's Department, Highway Patrol): Chipley City Police Department				
Special Conditions: Use this route only!				
Name of Police Chief: Michael Richter		Signature of Police Chief: <i>[Signature]</i>		Date Signed: 2-23-26
Name and Title of City Official: City Administrator		Signature of City Official:		Date Signed:

RELEASE AND HOLD HARMLESS AGREEMENT

FOR THE SOLE CONSIDERATION OF the City of Chipley granting permission for the undersigned to conduct a Towin via SDF LETR 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 19th day of February, 20 26.

FIRM OR ORGANIZATION: SDF LETR

Bonnie Rey
Signature

Brenda Ruddy
Print Name

T. J.
Witness

Jerry Cooper
Witness

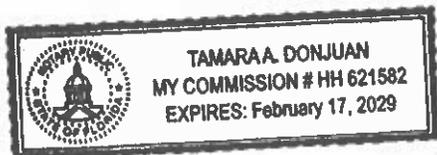
TAMARA DONJUAN
Print Name

Jerry Cooper
Print Name

STATE OF FLORIDA
COUNTY OF WASHINGTON

The foregoing instrument was acknowledged before me by Brenda Ruddy, who is personally known to me or who produced work ID 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 19th day of February, 20 26.



T. A. J.
Notary Public

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Special Event Application – T.J. Roulhac School Reunion & Parade

MEETING DATE

Tuesday, March 10, 2026

PREPARED BY

Patrice Tanner, City Administrator

SUMMARY

Carla Rhynes-Campbell would like to have a parade on Saturday, June 20, 2026 from 9:00 a.m. to 10:00 a.m. The route would start at the old Chipley High School and go down Church Avenue to Pecan Street at the T.J. Roulhac Enrichment Center.

They would also like to use the field facilities located behind the T.J. Roulhac Enrichment Center for a cook-out, parking and a gathering. The field would be utilized on Friday, June 19, 2026 from 8:00 a.m. – 10:00 p.m. which would include time to clean up. Also on Saturday, June 20, 2026 from 8:00 a.m. – Midnight. Insurance is not required for this event.

RECOMMENDATION

City Staff recommends approval of the Special Event Application for the T.J. Roulhac School Reunion & Parade.

ATTACHMENTS

1. Special Event Application



City of Chipley



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

Special Event Application

Name/Organization: Carla Rhynes - Campbell

Address: P.O. Box 1026 Chipley, Fl.

Contact person: Carla Rhynes-Campbell Phone: (321) 427-5815 Fax:

E-mail: Crhynes8@gmail.com

Type of Event: Parade for T.J. Routhac

Purpose of Event: T.J. Routhac School Reunion
Classes (1938-1968)

Would like to request use of the field behind T.J. Routhac Enrichment Center
June 19, 2026 & June 20, 2026 June 19, 2026 - 8:00 am - 10:00 pm
June 20, 2026 - 8:00 - 12:00 pm
Location of Event: Chipley Fl. outdoors Indoors/Outdoors

Date(s) & Time(s) of Event: June 20, 2026

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. No

Will amusement rides be available? No

Number of participants anticipated per day: 20-30

Are security and/or medical services provided? No

Applicant Signature: [Signature] Date: 02/06/2026

Approved { } Denied { }
Mayor's Signature: _____ Date: _____

RELEASE AND HOLD HARMLESS AGREEMENT

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

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

IN WITNESS WHEREOF, the undersigned has executed this release, this 6th day of Feb, 2026

FIRM OR ORGANIZATION:

[Signature]
Signature

Carla Rhynes Campbell
Print Name

[Signature]
Witness

Witness

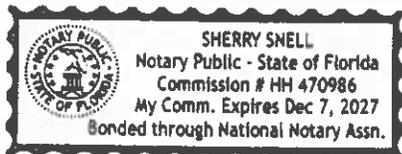
Sherry Snell
Print Name

Print Name

**STATE OF FLORIDA
COUNTY OF WASHINGTON**

The foregoing instrument was acknowledged before me by Carla Rhynes Campbell, who is personally known to me or who produced FL DLIC 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 6th day of Feb., 2026.



[Signature]
Notary Public



City of Chipley



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

Request for Temporary Closure of City Road/Sidewalk/Alleyway

Name of Organization: <i>Carla Rhys-Campbell</i>		Person in Charge: <i>Carla Rhys-Campbell</i>		Date: <i>02/06/26</i>
Address of Organization: <i>P.O. Box 1026, Chipley, FL 32428</i>			Telephone Number: <i>(321)427-5815</i>	
Title of Event: <i>T.J. Rouillac Parade</i> <i>9am - 10am</i>				
Date of Event: <i>June 20, 2026</i>	Starting Time of Event: <i>9:00 am</i>	Duration of Event: <i>1 hr.</i>	Actual Closing Time (Set up of barriers, Etc.) <i>10:00 am</i>	
Proposed Parade Route or Road/Sidewalk/Alleyway Closure (Include Exact Road Names and Map of Route): <i>Chipley High School (The old Chipley High School) Church St to TS Routhouse - Pecan Street</i>				
This section is to be completed when closure is for special event filming.				
Liability Insurance Carrier:		Policy E#	Date:	
Coverage Amount:		(\$1,000)	Minn)	
Length of Coverage:		Days		
Licenses Pyrotechnics Operator: _____				
License Number: _____				
Approval of Local Fire Department: _____				
Federal Aviation Administration Approval for Low Flying Filming: _____				
Additional Liability Insurance Amount: _____				
PLEASE DO NOT WRITE BELOW THIS LINE				
Detour Route (Include Exact Road Names and Map of Detour Route): 				
Name of Department Responsible for Traffic Control (City Police Department, Sheriff's Department, Highway Patrol): Chipley City Police Department				
Special Conditions: Use this route only!				
Name of Police Chief: Michael Richter		Signature of Police Chief:		Date Signed:
Name and Title of City Official: Patrice Tanner, City Administrator		Signature of City Official:		Date Signed:

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Farmer's Market & Gazebo Rental Application – Robert David

MEETING DATE

Tuesday, March 10, 2026

PREPARED BY

Patrice Tanner, City Administrator

SUMMARY

Mr. Robert David is requesting to rent the Farmer's Market & Gazebo for a food give away to the community on Sunday, April 26, 2026 from 1:00 p.m. to 6:00 p.m. With Council approval, the rental fee of \$150.00 will be waived due to it being a community event. Insurance is required and will be submitted prior to the event.

RECOMMENDATION

City Staff recommends approval of the Farmer's Market & Gazebo Rental Application – Robert David

ATTACHMENTS

1. Farmer's Market & Gazebo Rental Application



Farmer's Market & Gazebo Rental Application

Application deadline: No later than 45 days before the requested date.

Applicant Information

Name: Douid Robert
Last First Organization/Company Name

Address: 583 Martin Luther King Dr
Street Address Apartment/Unit #

Chiles FL 32428
City State Zip Code

Phone #: 850 326-3213 Alt. Phone #: _____

Email: _____

Important Information

Date Requested: 26 Apr 26

Time Requested: 1300-1800

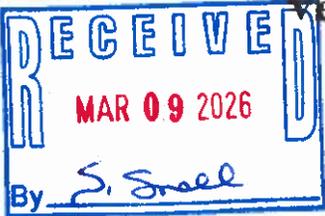
Purpose for Rental: Food give away to community.

Concert/Music? Yes/ No

Will food and nonalcoholic beverages be sold? Yes/ No

Number of Participants? Not Known

Vendor Fee is \$150 per event (plus applicable taxes).
(Fees will be collected at the time of approval)



Please initial each line:

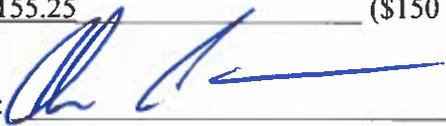
- 1. RD Application deadline is no later than 45 days before the requested date by 4:00 p.m. If you are approved, you will be required to make payment that same day.
- 2. RD You will receive a confirmation email or phone call when your application has been received if you are submitting electronically. **If you do not get a call or email within two days of submitting your application, please follow up to be sure we have received it.** If you show up at the Farmers Market and we have not received your application, you will not be able to use the location. It is your responsibility to make sure the application has been received.
- 3. RD Please make checks payable to: City of Chipley. To mail rental application, please mail to: City of Chipley, Attn: City Clerk, Post Office Box 1007, Chipley, FL 32428. Applications can also be emailed to cityhall@cityofchipley.com and also may be dropped off at 1442 Jackson Avenue, Chipley, FL 32428.

For additional information, please contact City Hall at 850-638-6350, Monday – Friday 8:00 a.m. – 4:00 p.m. or email cityhall@cityofchipley.com.

Approved: _____

Date Approved: _____

Amount Due: \$155.25 (\$150 per month plus 3.5% sales tax)

Applicant Signature: 

Date: 9 Mar 26

Approved by: _____

Date: _____

HOLD HARMLESS INDEMNIFICATION AND INSURANCE

FOR THE SOLE CONSIDERATION OF the City of Chipley granting permission for the undersigned vendor to utilize a space at the Farmers Market as provided for in the attached application, 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 Farmers Market as described above, and forever releases and discharges the City of Chipley, for any such Claims.

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

IN WITNESS WHEREOF, the undersigned has executed this release, this 9 day of March, 20 26

VENDOR:
[Signature]
Signature

Chris Edwards
Print Name

[Signature]
Witness

Witness

Sherry Snell
Print Name

Print Name

STATE OF FLORIDA
COUNTY OF WASHINGTON

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

Witness my hand and seal in the County and State last aforesaid this ____ day of _____, 20____.

Notary Public

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Ordinance No. 997 (Public Hearing) – Waste Management Contract Amendment and Renewal

MEETING DATE

Tuesday, March 10, 2026

PREPARED BY

Patrice Tanner, City Administrator

SUMMARY

This will approve the final reading of Ordinance No. 997 - amending, renewing and extending the non-exclusive franchise for the collection and disposal of residential and commercial solid waste collection to Waste Management, Inc. of Florida for a period of five (5) years. Section 2 – CPI Adjustment will be amended as follows:

1. All rates shall be adjusted according to the Consumer Price Index – Water, Sewer, and Trash (CPI-WST) for the preceding 12 months.
2. The annual CPI adjustment shall not exceed five percent (5%).
3. The annual CPI adjustment shall not be less than two percent (2%).

Section 9, B, 6 – Community Cleanup will be deleted and replaced with the following.

1. Contractor shall provide four (4) 30-yard roll-off containers twice per year for the City's community cleanup program.
2. Two (2) containers shall be provided at no cost to the City.
3. The City shall pay Contractor for the remaining two (2) containers.
4. Each cleanup event shall last one (1) month.
5. Containers shall be placed at a time and location within the City limits as mutually determined by the City and Contractor.

RECOMMENDATION

City Staff recommend approval of Final Reading of Ordinance No. 997.

ATTACHMENTS

1. Ordinance No. 997

ORDINANCE NO. 997

AN AMENDMENT TO ORDINANCE NO. 834 RENEWING AND EXTENDING THE NON-EXCLUSIVE FRANCHISE TO WASTE MANAGEMENT INC. OF FLORIDA FOR THE COLLECTION AND DISPOSAL OF RESIDENTIAL AND COMMERCIAL SOLID WASTE COLLECTION; AMENDING SECTION 9, B, 6; PROVIDING FOR RATE ADJUSTMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Ordinance granted by City Ordinance No. 834, May 13, 2003, two Waste Management Inc. of Florida was for a period of five (5) years, to expire on May 31, 2008, was extended by City Ordinance No. 884, July 10, 2008 for an additional three (3) years, to expire on May 31, 2011, was extended by City Ordinance No. 909, November 8, 2011 for an additional three (3) years, to expire on May 31, 2014, was extended by City Ordinance No. 929, July 8, 2014 for an additional three (3) years, to expire on May 31, 2017, was extended by Ordinance No. 940, June 13, 2017 for an additional three (3) years, to expire on May 31, 2020, was extended by Ordinance No. 963, September 8, 2020 for an additional three (3) years, to expire on May 31, 2023, was extended by City Ordinance No. 974, May 9, 2023 for an additional three (3) years, to expire on May 31, 2026; and

WHEREAS, Section 4 (Term), Ordinance No. 834 provides the franchise may be renewed and extended by the City Council of the City of Chipley, Florida setting forth the duration of the new terms and conditions; and

WHEREAS, Section 33 (Modification) of Ordinance No. 834 provides that the terms and conditions of the Franchise may be modified from time to time by mutual agreement of the parties as evidenced by a written agreement duly executed by the parties hereto; and

WHEREAS, Waste Management Inc. of Florida, has conscientiously fulfilled the requirements and responsibilities set forth in the franchise in a commendable manner; and

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

Section 1: Renewal and Extension of Term

Section 4 (Term) of Ordinance No. 834 is hereby amended to renew and extend for a period of five (5) years, beginning June 1, 2026 to May 31, 2031.

Section 2: CPI Adjustment Amendment

Effective October 1, 2026, and on each October 1 thereafter during the remaining term of the Franchise:

1. All rates shall be adjusted according to the Consumer Price Index – Water, Sewer, and Trash (CPI-WST) for the preceding 12 months.

- 2. The annual CPI adjustment shall not exceed five percent (5%).
- 3. The annual CPI adjustment shall not be less than two percent (2%).

Section 3. Amendment to Section 9, B, 6 – Community Cleanup

Section 9, B, 6 of Ordinance No. 834 is hereby deleted in its entirety and replaced with the following:

Community Cleanup

- 1. Contractor shall provide four (4) 30-yard roll-off containers twice per year for the City's community cleanup program.
- 2. Two (2) containers shall be provided at no cost to the City.
- 3. The City shall pay Contractor for the remaining two (2) containers.
- 4. Each cleanup event shall last one (1) month.
- 5. Containers shall be placed at a time and location within the City limits as mutually determined by the City and Contractor.

Section 4: All ordinances or provisions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5: Except as expressly modified herein, all terms and conditions of Ordinance No. 834 and all subsequent amendments shall remain in full force and effect.

Section 6: This Ordinance, after adoption by City Council and filing by Franchisees written acceptance with the City Administrator shall take effect immediately.

INTRODUCED at a Regular meeting of the City Council of the City of Chipley, FL, held at City Hall on the 10th day of February, 2026, and **PASSED** at a Regular meeting of the City Council of the City of Chipley, FL, held on the 10th day of March, 2026.

CITY OF CHIPLEY

Tracy L. Andrews, Mayor

ATTEST:

Sherry Snell
City Clerk

CONTRACTOR

President
Waste Management Inc. of Florida

APPROVED AS TO FORM:

Michelle Blankenship Jordan
City Attorney

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Firm Gas Supply Authorization Under All Requirements Gas Services Agreements – Extending Terms at Re-pricing Periods - Florida Gas Utility – Katie Hall

MEETING DATE

Tuesday, March 10, 2026

PREPARED BY

Patrice Tanner, City Administrator

SUMMARY

This will approve the Florida Gas Utility recommendations for Firm Gas Supply Authorization Under All Requirements Gas Services Agreement – Extending Terms at Re-pricing Periods.

RECOMMENDATION

City Staff recommend approval of the Firm Gas Supply Authorization Under All Requirements Gas Services Agreement – Extending Terms at Re-pricing Periods.

ATTACHMENTS

- 1. Agreement



City of Chipley

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



Directive Confirmation and Addendum

To: Katie Hall, General Manager & CEO
Florida Gas Utility

From: City of Chipley (referred to in this Directive as "Participant")

Subject: Firm Gas Supply Authorization Under All Requirements Gas Services Agreement – Extending Terms at Re-pricing Periods

This directive and authorization ("Directive") is given pursuant to the All Requirements Gas Services Agreement between Florida Gas Utility ("FGU") and Participant, dated as of December 11, 2001 (the "Agreement") and will constitute an Addendum to the Agreement. The gas to be delivered under this Directive shall, except as otherwise provided herein, be supplied in accordance with Section 3 of the Agreement.

At any bond re-pricing event in each prepay gas supply agreement that Participant is an active party (see listing below), Participant authorizes FGU to extend the term of the respective Transaction for the same time period as the expiring pricing period (usually five- to ten-years), in order to achieve maximum discounts for said Transaction. FGU shall contact Participant in advance of making a final decision regarding the term extension for final approval or rejection. The Participant warrants that the Authorized Signer of this Directive has full authority to make such decisions.

Participant is currently active in the following Transactions:

	<u>Summer Dth</u>	<u>Winter Dth</u>
MGAG RBC 2019*	6	19
MGAG Mac 2019	6	13
BBE MS 2019	13	24
MGAG Citi 2021	9	14
MGAG Citi 2023D	8	12

* The MGAG RBC 2019 Transaction has recently been re-priced and extended an additional 5-years and is hereby approved by Participant.

THIS DIRECTIVE SUPERCEDES ALL PRIOR AND CONTEMPORANEOUS DIRECTIVES REGARDING THE EXTENSION OF TERM FOR THE ABOVE-LISTED TRANSACTIONS AND CONSTITUTES THE SOLE, PREVAILING DIRECTIVE WITH REGARD TO THE SUBJECT MATTER ADDRESSED HEREIN.

Authorized Signature

Tracy L. Andrews
Print Name

May 13, 2025
Date

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Resolution 26-25 – FDEP State Revolving Loan Fund Program Application

MEETING DATE
Tuesday, March 10, 2026

PREPARED BY
Patrice Tanner, City Administrator

SUMMARY
This resolution will approve a loan application through the FDEP Sewer Overflow and Stormwater Reuse Municipal Grant (OGS) Program for a Sanitary Sewer Overflows (SSO) Mitigation Project. The total project amount is \$500,000.00, which qualifies for 100% principal forgiveness. No revenue pledge is required for this funding.

RECOMMENDATION
City Staff recommends approval of Resolution No. 26-25.

ATTACHMENTS
1. Resolution No. 26-25

RESOLUTION NO. 26-25

A RESOLUTION OF THE CITY OF CHIPLEY, FLORIDA, RELATING TO THE STATE REVOLVING FUND LOAN PROGRAM; MAKING FINDINGS; AUTHORIZING THE LOAN APPLICATION; AUTHORIZING THE LOAN AGREEMENT; ESTABLISHING PLEDGED REVENUES; DESIGNATING AUTHORIZED REPRESENTATIVE PROVIDING ASSURANCES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.

WHEREAS, Florida Statutes provide for loans to local government agencies to finance the construction of wastewater treatment facilities; and

WHEREAS, Florida Administrative Code rules require authorization to apply for loans, to establish pledged revenues, to designate an authorized representative; to provide assurances of compliance with loan program requirements; and to enter into a loan agreement; and

WHEREAS, the project title "City of Chipley SSO Mitigation" has been identified as a priority for management of sanitary sewer overflows (SSOs) and is being submitted for funding through the Sewer Overflow and Stormwater Reuse Municipal Grant (OGS) program; and

WHEREAS, the City of Chipley, Florida, intends to enter into a loan agreement with the Department of Environmental Protection under the State Revolving Fund for project financing.

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

- SECTION I. The foregoing findings are incorporated herein by reference and made a part hereof.
- SECTION II. The City of Chipley, Florida, is authorized to apply for a loan to finance the Project.
- SECTION III. As this loan is 100% principal forgiveness, no revenue is required to be pledged.
- SECTION IV. The City Administrator is hereby designated as the authorized representative to provide the assurances and commitments required by the loan application.
- SECTION V. The City Administrator is hereby designated as the authorized representative to execute the loan agreement which will become a binding obligation in accordance with its terms when signed by both parties. The City Administrator is authorized to represent the City in carrying out the City's responsibilities under the loan agreement. The City Administrator is authorized to delegate responsibility to appropriate City staff to carry out technical, financial, and administrative activities associated with the loan agreement.
- SECTION VI. The legal authority for borrowing moneys to construct this Project is Chapter 166, Florida Statutes.

SECTION VII. All resolutions or part of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION VIII. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION IX. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED by the City Council of the City of Chipley, Florida on this 10th day of March, 2026.

CITY OF CHIPLEY

ATTEST:

Sherry Snell, City Clerk

Tracy L. Andrews, Mayor

DRAFT

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Resolution No. 26-26 - Hometown Heroes Banner Policy

MEETING DATE

Tuesday, March 10, 2026

PREPARED BY

Patrice Tanner, City Administrator

SUMMARY

This resolution will adopt the official policy establishing the program and outlining eligibility requirements, application procedures, and display guidelines for the creation of a Hometown Heroes Banner Program to honor veterans and active-duty military members. The banners will be displayed annually from Memorial Day through Veterans Day.

RECOMMENDATION

City Staff recommend approval of Resolution No. 26-26 - Hometown Heroes Banner Policy.

ATTACHMENTS

- 1. Resolution No. 26-26
- 2. Policy
- 3. Application

RESOLUTION NO. 26-26

A RESOLUTION OF THE CITY OF CHIPLEY, FLORIDA, ESTABLISHING THE HOMETOWN HEROES BANNER PROGRAM; PROVIDING FOR PURPOSE, ELIGIBILITY, APPLICATION, FEES, DISPLAY, AND ADMINISTRATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Chipley desires to honor and recognize veterans and active-duty military members who have lived or currently reside in the City of Chipley; and

WHEREAS, these individuals have demonstrated courage, sacrifice, and dedication through service in the United States Armed Forces; and

WHEREAS, the City Council finds it appropriate to establish a Hometown Heroes Banner Program as a visible tribute to those who have served or continue to serve our nation; and

WHEREAS, banners will be displayed on designated poles throughout downtown Chipley during a portion of the year between Memorial Day and Veterans Day, subject to availability; and

WHEREAS, due to limited pole availability, the program can accommodate a maximum of twenty (20) banners at any given time; and

WHEREAS, the City of Chipley takes pride in offering this program as a heartfelt tribute to the courageous individuals from our community who have served or continue to serve in our nation's armed forces.

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

1. The Hometown Heroes Banner Program Policy is attached hereto as Exhibit "A".
2. This resolution shall take effect immediately upon its adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Chipley, Florida on this 10th day of March, 2026.

CITY OF CHIPLEY

ATTEST:

Sherry Snell, City Clerk

Tracy L. Andrews, Mayor

City of Chipley

Hometown Heroes Banner Program Policy

Purpose

The City of Chipley Hometown Heroes Banner Program is established to honor and recognize veterans and active-duty military members who have lived or currently reside in the City of Chipley. This program serves as a visible tribute to the courage, sacrifice, and service of local individuals who have served or continue to serve in the United States Armed Forces.

Program Description

Approved banners will be displayed on designated poles throughout downtown Chipley and at City Hall. Each banner will feature:

- A photograph of the honored individual
- Full name
- Rank
- Branch of military service

The display period will vary annually but is expected to occur during a portion of the year between Memorial Day and Veterans Day.

Due to limited pole availability, the program can accommodate a maximum of 20 banners at any given time for a period of two (2) years.

Eligibility Requirements

To be eligible for inclusion in the Hometown Heroes Banner Program, the individual must:

1. Be a current or former resident of the City of Chipley, Florida; and
2. Have served or be currently serving honorably in one of the following branches of the United States Armed Forces:
 - U.S. Army
 - U.S. Navy
 - U.S. Air Force
 - U.S. Marine Corps
 - U.S. Coast Guard
 - National Guard

Proof of service may be required at the discretion of the City.

Sponsorship Fee

The cost to sponsor a banner is **\$100 per individual**.

- Payment must be submitted at the time of application.
- Applications will not be processed without payment.
- Fees help offset production, installation, maintenance, and removal costs.
- Fees are non-refundable once the banner has been approved for production.

Application Process

Applicants must submit:

- A completed official application form
- A high-quality photograph of the honoree
- Accurate service information (name, rank, branch)
- Proof of service, if requested
- Full payment of the sponsorship fee

Applications will be accepted on a first-come, first-serve basis until all banner spaces are filled.

Banner Production and Display

- Banner design, layout, and materials will be standardized by the City of Chipley.
- The City reserves the right to edit photographs for clarity and uniformity.
- Banner placement locations will be determined solely by the City.
- Banners will remain City property during the display period.

Maintenance and Liability

- The City will make reasonable efforts to maintain banners during the display period.
- The City is not responsible for damage caused by weather, accidents, vandalism, or other unforeseen events.
- Replacement of damaged banners may require an additional fee.

Removal and Disposition

At the end of the display period:

- Banners will be removed by City staff or authorized personnel.
- Sponsors or designated family members will be notified when banners are available for pickup.
- Unclaimed banners may be discarded after a reasonable holding period.

Program Limitations

- Participation does not guarantee a specific display location or duration.

- The City reserves the right to limit the number of banners per family if demand exceeds availability.
- The City may suspend or modify the program at any time as needed.

Statement of Appreciation

The City of Chipley takes great pride in offering the Hometown Heroes Banner Program as a heartfelt tribute to the courageous individuals from our community who have served or continue to serve in our nation’s armed forces.

CITY OF CHIPLEY

HOMETOWN HEROES BANNER PROGRAM APPLICATION

Honoree Information

Full Name of Honoree: _____

Rank: _____

Branch of Service (check one):

- U.S. Army
- U.S. Navy
- U.S. Air Force
- U.S. Marine Corps
- U.S. Coast Guard
- National Guard

Status:

- Veteran
- Active Duty

Connection to City of Chipley:

- Current Resident
- Former Resident

Address (if living): _____

Years of Service (if known): _____

Sponsor / Applicant Information

Name of Applicant: _____

Relationship to Honoree: _____

Mailing Address: _____

City/State/Zip: _____

Phone Number: _____

Email Address: _____

Photograph Submission

A high-quality photograph must be submitted with this application.

- Photo attached (printed)
- Photo submitted electronically

I certify that I have permission to use this photograph for banner production.

Initials: _____

Proof of Service

- Attached
- Will provide upon request

Sponsorship Fee

Sponsorship Fee: **\$100.00 per banner**

- Payment enclosed
- Payment submitted separately

Make checks payable to: City of Chipley

Applications will not be processed without payment.

Acknowledgment and Consent

I certify that the information provided is accurate to the best of my knowledge and that the City of Chipley may use the submitted photograph and information for the Hometown Heroes Banner Program. I understand that banner placement is at the City’s discretion and that the banner will be displayed for a limited period between Memorial Day and Veterans Day, subject to availability for a period of two (2) years.

I further understand that the City is not responsible for damage caused by weather, accidents, or vandalism, and that the banner may be disposed of if not claimed after the display period.

Applicant Signature: _____

Date: _____

For Office Use Only

Date Received: _____

ITY OF CHIPLEY

STAFF REPORT

SUBJECT: Resolution No. 26-27 – Sale of Surplus Property – Washington County

MEETING DATE
Tuesday, March 10, 2026

PREPARED BY
Patrice Tanner, City Administrator

SUMMARY
This resolution will approve the closing documents for surplus property located on Highway 273 containing 98.47 acres to Washington County for the amount of \$140,457.61.

RECOMMENDATION
City Staff recommends approval of Resolution No. 26-27.

ATTACHMENTS
1. Resolution No. 26-27

RESOLUTION NO. 26-27

A RESOLUTION OF THE CITY OF CHIPLEY, FLORIDA, DECLARING CERTAIN INDUSTRIAL PARK PROPERTY AS SURPLUS AND AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS REQUIRED TO CONVEY CITY PROPERTY PURSUANT TO THE EXERCISE OF WASHINGTON COUNTY'S RIGHT OF FIRST REFUSAL.

WHEREAS, the City of Chipley has legal title to the property located at Highway 273, Chipley, Florida, and being more particularly described as:

98.47 acres, more or less, being those lands more particularly described in the instrument recorded at OR Book 764, page 84 et seq., public records of Washington County, Florida (the description in which instrument is incorporated herein by reference);

Referred to as "the Surplus Property" herein; and

WHEREAS, the Surplus Property was acquired by the City of Chipley as a result of a deed from Washington County, Florida, which deed contained certain rights of the County to reacquire the property; and

WHEREAS, the City of Chipley, Florida deems it to be in the best interest of the City of Chipley to alleviate the city of the Surplus Property as "surplus", within the meaning of applicable local and state law; and

WHEREAS, the City of Chipley desires to dispose of the Surplus Property in accordance with the provisions of the above-referenced instrument, by repurchase of the Surplus Property by the County; and the City and the County have determined that the repurchase amount shall be liquidated at \$140,457.61;

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

1. The property described above as the Surplus Property is not needed for municipal public use and is hereby declared surplus property.
2. The Surplus Property shall be reconveyed to Washington County, Florida for the sum of \$140,457.61, which the City has determined is a fair and reasonable consideration therefor and consistent with the County's rights to reacquire.
3. The Mayor is hereby authorized to execute any and all documents in connection with the conveyance of said Surplus Property including the execution of a special warranty deed from the City to the County.

PASSED AND ADOPTED by the City Council of the City of Chipley, Florida on this 10th day of March, 2026.

CITY OF CHIPLEY

ATTEST:

Sherry Snell, City Clerk

Tracy L. Andrews, Mayor

DRAFT

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHIPLEY, FLORIDA, DECLARING CERTAIN INDUSTRIAL PARK PROPERTY AS SURPLUS AND AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS REQUIRED TO CONVEY CITY PROPERTY PURSUANT TO THE EXERCISE OF WASHINGTON COUNTY’S RIGHT OF FIRST REFUSAL.

WHEREAS, the City of Chipley has legal title to the property located at Highway 273, Chipley, Florida, and being more particularly described as:

98.47 acres, more or less, being those lands more particularly described in the instrument recorded at OR Book 764, page 84 et seq., public records of Washington County, Florida (the description in which instrument is incorporated herein by reference);

Referred to as “the Surplus Property” herein; and

WHEREAS, the Surplus Property was acquired by the City of Chipley as a result of a deed from Washington County, Florida, which deed contained certain rights of the County to reacquire the property; and

WHEREAS, the City of Chipley, Florida deems it to be in the best interest of the City of Chipley to alleviate the City of the Surplus Property as “surplus”, within the meaning of applicable local and state law; and

WHEREAS, the City of Chipley desires to dispose of the Surplus Property in accordance with the provisions of the above-referenced instrument, by repurchase of the Surplus Property by the County; and the City and the County have determined that the repurchase amount shall be liquidated at \$140,457.61;

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

1. The property described above as the Surplus Property is not needed for municipal public use and is hereby declared surplus property.
2. The Surplus Property shall be reconveyed to Washington County, Florida, for the sum of \$140,457.61, which the City has determined is a fair and reasonable consideration therefor and consistent with the County's rights to reacquire.
3. The Mayor is hereby authorized to execute any and all documents in connection with the conveyance of said Surplus Property including the execution of a special warranty deed from the City to the County.

PASSED AND ADOPTED THIS _____ DAY OF MARCH, 2026.

CITY OF CHIPLEY, FLORIDA

Tracy Andrews, Mayor

ATTEST:

Sherry Snell, City Clerk

Prepared by and Return to:
A. Clay Milton, Esq.
Fuqua & Milton, P.A.
4450 Lafayette Street (32446)
Post Office Box 1508
Marianna, Florida 32447
Florida Bar Number: 013185
File No: 2026-026 FA

SPECIAL WARRANTY DEED

THIS INDENTURE, made this ____ day of March, 2026, between CITY OF CHIPLEY, FLORIDA, a municipal subdivision of the State of Florida, whose post office address is Post Office Box 1007, Chipley, Florida 32428-7007, party of the first part, and WASHINGTON COUNTY, FLORIDA, a political subdivision of the State of Florida, whose post office address is 1331 South Blvd, Chipley, FL 32428, party of the second part, (Wherever used herein the terms "party of the first part" and "party or the second part" shall include singular and plural, heirs, legal representatives and assigns or individuals, and the successors and assigns of corporations, wherever the context so admits or requires):

WITNESSETH

The party of the first part, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable considerations, in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, aliens, remises, releases, conveys and confirms unto the said party of the second part, its/his/her/their heirs and assigns, the following described land, situate, lying and being in the COUNTY OF WASHINGTON, STATE OF FLORIDA, to-wit:

Commencing at the Northwest Corner of the Northeast Quarter of Section 3, Township 4 North, Range 13 West, Washington County, Florida; said point being the POINT OF BEGINNING: Thence North 88 degrees 48 minutes 34 seconds West, for a distance of 503.07 feet; Thence South 00 degrees 52 minutes 24 seconds East, for a distance of 1420.53 feet, to the North Right of Way line of the CSX Railroad Right of Way; Thence South 84 degrees 51 minutes 47 seconds West, along the North line of said CSX Railroad Right of Way, for a distance of 1213.52 feet, to the East line of the Roulhac Middle School Property; Thence North 13 degrees 58 minutes 03 seconds West, along said East line, for a distance of 503.38 feet; Thence North 19 degrees 23 minutes 31 seconds West, for a distance of 453.43 feet, to the Southwest Corner of the Northeast Quarter of the Northwest Quarter of the Northwest Quarter of said Section 3; Thence North 00 degrees 50 minutes 29 seconds West, along the West line of said Northeast Quarter, for a distance of 647.76 feet; Thence South 88 degrees 41 minutes 02 seconds East, along the North line of said Northeast Quarter, for a distance of 657.35 feet; Thence North 00 degrees 41 minutes 35 seconds East, along the West line of the East Half of the Southwest Quarter of Section 34, Township 5 North, Range 13 West, for a distance of 1677.63 feet, to the South Right of Way line of State Road 273; Thence North 68 degrees 30 minutes 50 seconds East, along said South line, for a distance of 217.51 feet; Thence Northeasterly along a curve concave northwesterly, having a radius of 3235.41 feet, a central angle of 10 degrees 03 minutes 45 seconds, a chord distance of 374.54 feet, a chord bearing of North 63 degrees 28 minutes 58 seconds West, for an arc distance of 375.02 feet; Thence South 48 degrees 35 minutes 14 seconds East, for a distance of 1032.22 feet, to the East line of the East Half of the Southwest Quarter of Section 34, Township 5 North, Range 13 West; Thence South 00 degrees 47 minutes 35 seconds West, along said East line, for a distance of 1271.95 feet, to the POINT OF BEGINNING.

TOGETHER with all and singular the tenements, hereditaments and appurtenances belonging or in any wise appertaining to that real property.

TO HAVE AND TO HOLD the same, in fee simple forever.

AND the party of the first part hereby covenants with said party of the second part that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the party of the first part, but not otherwise.

IN WITNESS WHEREOF, the said party of the first part has hereunto signed and sealed these presents, the day and year first above written.

Signed, Sealed and Delivered in the Presence of:

CITY OF CHIPLEY, FLORIDA, a municipal subdivision of the State of Florida.

Signature of First Witness

BY: _____

Print Name of First Witness

Name: Tracy Andrews
Title: Mayor

Witnesses Address: _____

Signature of Second Witness

Print Name of Second Witness

Witnesses Address: _____

STATE OF FLORIDA
COUNTY OF WASHINGTON:

SWORN TO AND ACKNOWLEDGED BEFORE ME, this _____ day of March, 2026, by Tracy Andrews, who is the Mayor for the City of Chipley, Florida, a municipal subdivision of the State of Florida, who is duly authorized to execute this document on behalf of the City, who appeared before me () by means of her physical presence, or () by online notarization, and who () is personally known to me or who () produced _____ as valid picture identification, and who did take an oath.

(Notary Seal)

NOTARY PUBLIC
State of Florida at Large
My Commission Expires:
Commission Number:

<p>A. SETTLEMENT STATEMENT</p> <p style="text-align: center;">Fuqua & Milton, P.A. 4450 Lafayette Street Post Office Box 1508 Marianna, Florida 32447 850-526-2263 fax: 850-526-5947</p>	<p>B. TYPE OF LOAN</p> <p>1. <input type="checkbox"/> FHA 2. <input type="checkbox"/> FMHA 3. <input type="checkbox"/> CONV. UNINS. 4. <input type="checkbox"/> VA 5. <input type="checkbox"/> CONV. INS.</p> <p>6. File Number: 2026-026 FA</p> <p>7. Loan Number:</p> <p>8. Mortgage Ins. Case No.:</p>
--	---

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked (poc) were paid outside the closing. They are shown here for informational purposes and are not included in the totals.

D. Buyer:	Washington County, Florida, a political subdivision of the State of Florida 1331 South Blvd Chipley, Florida 32428	
E. Seller:	City of Chipley, Florida, a municipal corporation PO Box 1007 Chipley, Florida 32428	
F. Lender:		
G. Properties:	Old Bonifay Rd Chipley, Washington County, Florida 32428 Washington County, Florida Old Bonifay Rd Chipley, Washington County, Florida 32428 Washington County, Florida	Bennett Dr Chipley, Washington County, Florida 32428 Washington County, Florida Hwy 273 Chipley, Washington County, Florida 32428 Washington County, Florida
H. Settlement Agent:	Fuqua & Milton, P.A. Place of Settlement: 4450 Lafayette Street, Post Office Box 1508, Marianna, Florida 32447 Jackson County	
I. Settlement Date:	February 12, 2026	

J. Summary of Buyer's Transaction	K. Summary of Seller's Transaction
100. Gross Amount Due From Buyer:	400. Gross Amount Due To Seller:
101. Contract Sales Price 140,457.61	401. Contract Sales Price 140,457.61
102. Personal Property	402. Personal Property
103. Settlement Charges to Buyer (line 1400) 1,538.50	403.
Adjustments for Items Paid by Seller in Advance:	Adjustments for Items Paid by Seller in Advance:
106. City / Town Taxes	406. City / Town Taxes
107. County / Parish Taxes	407. County / Parish Taxes
108. Assessments	408. Assessments
120. Gross Amount Due from Buyer: 141,996.11	420. Gross Amount Due to Seller: 140,457.61
200. Amounts Paid by or in Behalf of Buyer:	500. Reductions in Amount Due to Seller:
201. Deposit / Earnest Money	501. Excess Deposit (see instructions)
202. Principal Amount of New Loan	502. Settlement Charges to Seller (Line 1400) 0.00
203. Existing Loan(s)	503. Existing Loan(s)
204.	504. Payoff of First Mortgage
205.	505. Payoff of Second Mortgage
206.	506. Purchase Money Mortgage
Adjustments for Items Unpaid by Seller:	Adjustments for Items Unpaid by Seller:
210. City / Town Taxes	510. City / Town Taxes
211. County / Parish Taxes	511. County / Parish Taxes
212. Assessments	512. Assessments
220. Total Paid by / for Buyer: 0.00	520. Total Reductions in Amount Due Seller: 0.00
300. Cash at Settlement from / to Buyer:	600. Cash at Settlement to / from Seller:
301. Gross Amount due from Buyer (line 120) 141,996.11	601. Gross Amount due to Seller (line 420) 140,457.61
302. Less Amount Paid by/for Buyer (line 220) 0.00	602. Less Reductions Amount due Seller (line 520) 0.00
303. Cash From Buyer: \$141,996.11	603. Cash To Seller: \$140,457.61

L. Settlement Charges		
700. Total Sales / Broker's Commission:		
Based on Price \$140,457.61		
Division of Commission as follows		
701.		
702.		
703. Commission Paid at Settlement		
800. Items Payable in Connection with Loan:		
801. Loan Origination Fee		
802. Flood Certification Fee		
803. Appraisal Fee		
804. Credit Report		
805. Lender's Inspection Fee		
806. Mortgage Insurance Application Fee		
807. Assumption Fee		
900. Items Required by Lender to be Paid in Advance:		
901. Daily interest charge from Feb 12, 2026		
902. Mortgage Insurance Premium		
903. Hazard Insurance Premium		
904. Flood Insurance Premium		
1000. Reserves Deposited with Lender:		
1001. Hazard Insurance		
1002. Mortgage Insurance		
1003. City Property Taxes		
1004. County Property Taxes		
1005. Annual Assessments		
1100. Title Charges:		
1101. Settlement or Closing Fee to Fuqua & Milton, P.A.	600.00	
1102. Abstract or Title Search to First American Title Insurance Company	75.00	
1103. Title Examination		
1104. Title Insurance Binder		
1105. Document Preparation		
1106. Technology and Storage Fee to Millenium Software	42.00	
1107. Attorney Fees (includes above item numbers:		
1108. Title Insurance to First American Title Insurance Company (includes above item numbers:	777.50	
1109. Lender's Coverage 0.00		
1110. Owner's Coverage 140,457.61		
1111.		
1112.		
1113.		
1114.		
1200. Government Recording and Transfer Charges:		
1201. Recording Fees: Deed 44.00 Mortgage 0.00 Releases 0.00	44.00	
1202. City/County Tax/Stamps: Deed 0.00 Mortgage 0.00		
1203. State Tax/Stamps: Deed 0.00 Mortgage 0.00		
1204. Intangible Tax to Washington County Clerk of the Circuit Court		
1205. Courier Fee to Fuqua & Milton, P.A.		
1300. Additional Settlement Charges:		
1301. Survey		
1302. Pest Inspection		
1303. 2025 Property Taxes		
1400. Total Settlement Charges (Enter on line 103, Section J and line 502, Section K)	\$1,538.50	\$0.00

A. SETTLEMENT STATEMENT

Fuqua & Milton, P.A.
4450 Lafayette Street
Post Office Box 1508
Marianna, Florida 32447
850-526-2263 fax: 850-526-5947

I have carefully reviewed the Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of Settlement Statement.

Washington County, Florida,

City of Chipley, Florida,

Buyer: _____
David Pettis, Chairman

Seller: _____
Tracy Andrews, Mayor

The Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with the instructions of the parties hereto.

Settlement Agent: _____
A. Clay Milton

Date: February 12, 2026



FUQUA & MILTON, P.A.

ATTORNEYS AT LAW

2026-026 FA

ACKNOWLEDGEMENT of NON-REPRESENTATION

The undersigned acknowledges that Fuqua & Milton, P.A., represents **Washington County, Florida** (Buyer) in connection with the preparation of documents relating to sale and purchase of the property described in **“Exhibit A”** attached hereto from **City of Chipley, Florida** (Seller), and has given no advice to the undersigned in connection with this transaction.

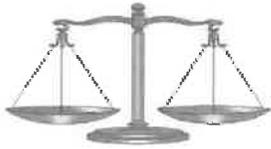
Dated this 12th day of February, 2026.

City of Chipley, Florida,

By: Tracy Andrews
Its: Mayor

“Exhibit A”

Commencing at the Northwest Corner of the Northeast Quarter of Section 3, Township 4 North, Range 13 West, Washington County, Florida; said point being the POINT OF BEGINNING: Thence North 88 degrees 48 minutes 34 seconds West, for a distance of 503.07 feet; Thence South 00 degrees 52 minutes 24 seconds East, for a distance of 1420.53 feet, to the North Right of Way line of the CSX Railroad Right of Way; Thence South 84 degrees 51 minutes 47 seconds West, along the North line of said CSX Railroad Right of Way, for a distance of 1213.52 feet, to the East line of the Roulhac Middle School Property; Thence North 13 degrees 58 minutes 03 seconds West, along said East line, for a distance of 503.38 feet; Thence North 19 degrees 23 minutes 31 seconds West, for a distance of 453.43 feet, to the Southwest Corner of the Northeast Quarter of the Northwest Quarter of the Northwest Quarter of said Section 3; Thence North 00 degrees 50 minutes 29 seconds West, along the West line of said Northeast Quarter, for a distance of 647.76 feet; Thence South 88 degrees 41 minutes 02 seconds East, along the North line of said Northeast Quarter, for a distance of 657.35 feet; Thence North 00 degrees 41 minutes 35 seconds East, along the West line of the East Half of the Southwest Quarter of Section 34, Township 5 North, Range 13 West, for a distance of 1677.63 feet, to the South Right of Way line of State Road 273; Thence North 68 degrees 30 minutes 50 seconds East, along said South line, for a distance of 217.51 feet; Thence Northeasterly along a curve concave northwesterly, having a radius of 3235.41 feet, a central angle of 10 degrees 03 minutes 45 seconds, a chord distance of 374.54 feet, a chord bearing of North 63 degrees 28 minutes 58 seconds West, for an arc distance of 375.02 feet; Thence South 48 degrees 35 minutes 14 seconds East, for a distance of 1032.22 feet, to the East line of the East Half of the Southwest Quarter of Section 34, Township 5 North, Range 13 West; Thence South 00 degrees 47 minutes 35 seconds West, along said East line, for a distance of 1271.95 feet, to the POINT OF BEGINNING.



FUQUA & MILTON, P.A.
ATTORNEYS AT LAW

TITLE, POSSESSION & LIEN AFFIDAVIT

Tracy Andrews ("Affiant"), as the duly authorized and acting Mayor for City of Chipley, Florida, ("Seller") being first duly sworn, deposes and says that she makes these representations on behalf of Seller to Washington County, Florida (the "Purchaser") and to First American Title Insurance Company and Fuqua & Milton, P.A. (collectively, "title insurer"), to induce Purchaser to purchase and title insurer to insure the fee simple title to that certain real property described below, and Affiant further states:

- 1. That the Affiant is sui juris competent to testify and has personal knowledge of the facts set forth herein.
2. That Seller is the sole owner in fee simple and now in possession of the real property together with the improvements located thereon described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

- 3. The Property is free and clear of all liens, taxes, encumbrances and claims of every kind, nature and description whatsoever, except for easements, restrictions, or other title matters listed in the schedule of exceptions in the title insurance policy to insure the fee simple title to the Property to be received by Purchaser in this transaction pursuant to the title commitment issued in this transaction.
4. There are no matters pending against the Seller that could give rise to a lien that would attach to the Property or cause a loss of title or impair the title between the last title insurance commitment effective date, and the recording of the fee simple title to be insured, and the Seller has not and will not execute any instrument that would adversely affect the fee simple title to be insured.
5. Seller has undisputed possession of the Property; there is no other person or entity in possession or who has any possessory right in the Property; and Affiants know of no defects in the fee simple title to the Property.
6. No "Notice of Commencement" has been recorded which pertains to the Property since the last title insurance commitment effective date, there are no unrecorded laborer's, mechanic's or materialmen's liens against the Property, and no material has been furnished to the Property for which payment has not been paid in full.
7. Within the past 90 days there have been no improvements, alterations, or repairs to the Property for which the costs thereof remain unpaid, and that within the past 90 days there have been no claims for labor or material furnished for repairing or improving the same, which remain unpaid.
8. There are not due, or to come due, unpaid bills, liens or assessments for mowing, water, sanitary sewers, paving or other public utilities, or improvements made by any governmental authority. Should any bill be found which relates to the period of Seller's possession, Seller will pay such bill upon demand. No notice has been received of any public hearing regarding future or pending zoning changes, or assessments for improvements by any governmental authority. This paragraph shall survive closing.

- 9. Seller has not executed any unrecorded deeds, agreements for deed, judgments, liens, mortgages, easements or rights of way for users, or adverse interests with respect to the Property.
- 10. If this is improved Property that Affiant is the owner of, there are no claims, liens or security interests whatsoever of any kind or description against the furniture, fixtures, equipment and personal property located in the improvements on the Property and sold as part of this transaction.
- 11. There are no existing contracts for sale affecting the Property except for the contract between Seller and Purchaser.
- 12. There is no civil action pending which involves the Property in any way.
- 13. There are no federal tax claims, liens or penalties assessed against the Seller either individually or in any other capacity.
- 14. No proceedings in bankruptcy have ever been brought by or against Seller, nor has an assignment for the benefit of creditors been made at anytime, nor is there now in effect any assignment of rents of the Property or any part thereof.
- 15. Seller is exempt from ad valorem taxes. This paragraph shall survive closing.
- 16. That Seller is not a "non-resident alien" for the purposes of United States income taxation, nor is Seller a "foreign person" (as such term is defined in Section 1445 of the Internal Revenue Code of the United States and its related Income Tax Regulations); that Seller understands that the certification made in this paragraph may be disclosed to the Internal Revenue Service by the Purchaser; that any false statement contained in this paragraph could be punished by fine, imprisonment, or both; and that the information contained in this paragraph is true and correct and as provided under penalties of perjury.
- 17. Affiant has no knowledge as to any hazardous substances (as defined by any federal, state or local statute, law, ordinance, code, rule, regulation, order or decree) present on the Property. There has been no production, placement, disposal, storage, release or discharge on or from the Property of any hazardous substances, and there are no buried, partially buried, or above-ground tanks, storage vessels, drums or containers located on the Property. Affiant has received no warning notices, notices of violation, administrative complaints, judicial complaints or other formal or informal notices from any governmental agency alleging that conditions on the Property are in violation of environmental laws, regulations, ordinances or rules.

*INTENTIONALLY LEFT BLANK
SIGNATURE PAGES TO FOLLOW*

THIS AFFIDAVIT is made pursuant to Section 627.7842, Florida Statutes, for the purpose of inducing the Purchaser to close and the title insurer to insure the fee simple title to the Property and to disburse the proceeds of the sale. Seller intends for Purchaser and the title insurer to rely on these representations.

City of Chipley, Florida,

Tracy Andrews
Its: Mayor

STATE OF FLORIDA

COUNTY OF JACKSON

SWORN TO and subscribed before me by means of () Physical Presence or () Online Notarization this 12th day of February, 2026, by Tracy Andrews, as the duly authorized and acting Mayor for City of Chipley, Florida,, who () is personally known to me or who () produced Driver's License as identification.

(NOTARY PUBLIC SEAL)

Notary Public
My Commission Expires: _____

EXHIBIT "A"

Commencing at the Northwest Corner of the Northeast Quarter of Section 3, Township 4 North, Range 13 West, Washington County, Florida; said point being the POINT OF BEGINNING: Thence North 88 degrees 48 minutes 34 seconds West, for a distance of 503.07 feet; Thence South 00 degrees 52 minutes 24 seconds East, for a distance of 1420.53 feet, to the North Right of Way line of the CSX Railroad Right of Way; Thence South 84 degrees 51 minutes 47 seconds West, along the North line of said CSX Railroad Right of Way, for a distance of 1213.52 feet, to the East line of the Roulhac Middle School Property; Thence North 13 degrees 58 minutes 03 seconds West, along said East line, for a distance of 503.38 feet; Thence North 19 degrees 23 minutes 31 seconds West, for a distance of 453.43 feet, to the Southwest Corner of the Northeast Quarter of the Northwest Quarter of the Northwest Quarter of said Section 3; Thence North 00 degrees 50 minutes 29 seconds West, along the West line of said Northeast Quarter, for a distance of 647.76 feet; Thence South 88 degrees 41 minutes 02 seconds East, along the North line of said Northeast Quarter, for a distance of 657.35 feet; Thence North 00 degrees 41 minutes 35 seconds East, along the West line of the East Half of the Southwest Quarter of Section 34, Township 5 North, Range 13 West, for a distance of 1677.63 feet, to the South Right of Way line of State Road 273; Thence North 68 degrees 30 minutes 50 seconds East, along said South line, for a distance of 217.51 feet; Thence Northeasterly along a curve concave northwesterly, having a radius of 3235.41 feet, a central angle of 10 degrees 03 minutes 45 seconds, a chord distance of 374.54 feet, a chord bearing of North 63 degrees 28 minutes 58 seconds West, for an arc distance of 375.02 feet; Thence South 48 degrees 35 minutes 14 seconds East, for a distance of 1032.22 feet, to the East line of the East Half of the Southwest Quarter of Section 34, Township 5 North, Range 13 West; Thence South 00 degrees 47 minutes 35 seconds West, along said East line, for a distance of 1271.95 feet, to the POINT OF BEGINNING.



FUQUA & MILTON, P.A.
ATTORNEYS AT LAW

COMPLIANCE AGREEMENT

City of Chipley, Florida (the "Seller"), for the closing of the sale of real property with Fuqua & Milton, P.A. (the "Closing Agent") to **Washington County, Florida** does hereby acknowledge its obligation to comply with the terms of this agreement.

The intention of the Seller, is that the real estate conveyance: (1) accurately conveys the real estate to Buyer, and (2) satisfy all statutes, rules, regulations governing the transaction between the Seller and the Buyer.

The conveyance has been prepared and reviewed for completeness and accuracy. If, after settlement, it is discovered that clerical errors have been made, instruments left out, or documents incomplete, lost or destroyed, the undersigned has the obligation and promises to cooperate with the Closing Agent to correct such errors, omissions or losses. In order to do so, the undersigned promises to execute any instrument requested by the Closing Agent for the purpose of correcting an error, omission or loss within ten (10) days of receipt of notice from the Closing Agent. If such instruments are to replace lost instruments, the Closing Agent shall indemnify the undersigned against duplicate or multiple liabilities.

The undersigned acknowledges that its promise to satisfy the terms of this agreement is an integral part of this transaction and in reliance on the undersigned's promise.

Dated this February 12, 2026.

City of Chipley, Florida,

Tracy Andrews - Seller
Its: Mayor



FUQUA & MILTON, P.A.

ATTORNEYS AT LAW

Proceeds From Real Estate Transactions Substitute 1099-S

Statement for Recipients 2026	This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.
--------------------------------------	---

FILER'S name, address, city, state and Zip code Fuqua & Milton, P.A. 4450 Lafayette Street Post Office Box 1508 Marianna, Florida 32447	FILER'S CONTACT PERSON AND PHONE NUMBER A. Clay Milton 850-526-2263	FILER'S TAX ID NUMBER 59-3040811
--	--	--

TRANSFEROR'S name, new address, city, state and Zip code City of Chipley, Florida, PO Box 1007 Chipley, Florida 32428	3. Address or legal description (include city, state and Zip code) Washington County, Florida Old Bonifay Rd Chipley, Florida 32428	*** TRANSFEROR'S TAX ID NO. (_____)
--	--	---

Account or File Number 2026-026 FA	1. Date of Closing (MMDDYY) 02/12/26	2. Gross Proceeds \$140,457.61
--	--	--

4. Check here if the transferor received or will receive property or services as part of the consideration.	5. Buyer's part of real estate tax \$ N/A
--	---

Number of 1099-S Forms required for this Sale: 1	Amount of proceeds for the Seller if not Gross Proceeds, based on Seller's declaration \$ N/A
---	--

Under penalties of perjury, I hereby certify that all information on this form is true and accurate. I further certify that I have furnished the settlement officer with my correct Taxpayer Identification Number. If I had not done so, I may be subject to civil or criminal penalties imposed by law under the Tax Reform Act of 1986, under Internal Revenue Code Sections 6045(E), 6676, 6722, 6723 and 7203. I hereby acknowledge that this is a substitute 1099-S Form and I will not receive any other forms regarding the notification to the Internal Revenue Service of this transaction.

City of Chipley, Florida

_____ Date: February 12, 2026

By: Tracy Andrews
Its: Mayor

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Animal Control Ordinance Discussion – Attorney Jordan

MEETING DATE
Tuesday, March 10, 2026

PREPARED BY
Patrice Tanner, City Administrator

SUMMARY
At the February 10, 2026 Regular Council Meeting, Attorney Jordan distributed information for Council's review and consideration. She requested that Council be prepared to offer feedback and direction at the March Council Meeting.

RECOMMENDATION
Discussion.

ATTACHMENTS

- 1. Animal Control Information

May 2025 proposal

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF CHIPLEY, FLORIDA, AMENDING CHAPTER 6 OF THE CITY CODE, RELATING TO ANIMAL CONTROL PROVISIONS; REMOVING BREED SPECIFIC REGULATIONS; ADDING PROVISIONS FOR DANGEROUS ANIMALS; PROVIDING FOR CLEAR DEFINITIONS AND MEASUREMENTS OF NOISE NUISANCES, TIERED PENALTIES, SEVERABILITY, CONFLICTS, REPEALER, AND FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Chipley, Florida, wishes to address existing elements of its animal control code to clarify nuisance provisions and to maintain consistency with Florida Statutes; and

WHEREAS, the City Council of the City of Chipley, Florida, has further determined that it is essential to protect the health and welfare of the citizens and animals of Chipley; and that it is therefore in the best interest of all of the citizens and residents of the City that the provisions of Chapter 6 of the Code of the City of Chipley be amended in accordance with this ordinance:

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

Section 1. Chapter 6, Article 1, Section 2 of the Code of the City of Chipley is hereby amended, to provide for specific and measurable criteria of a noise nuisance (additions are shown by underline and deletions are shown by strikethrough), as follows:

Section 6-2. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

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

Animal shelter means the Chipley Animal Control Shelter and its authorized agents, for the purpose of impounding or caring for animals held under the authority of this chapter and the Florida Statutes.

Citation means a written notice, issued to a person by an officer, that the officer has

probable cause to believe that the person has committed a civil infraction in violation of a duly enacted ordinance and that the county court will hear the charge. The citation must contain:

- (1) The date and time of issuance.
- (2) The name and address of the person.
- (3) The date and time the civil infraction was committed.
- (4) The facts constituting probable cause.
- (5) The ordinance violated.
- (6) The name and authority of the officer.
- (7) The procedure for the person to follow in order to pay the civil penalty, contest the citation, or appear in court.
- (8) The applicable civil penalty if the person elects to contest the citation.
- (9) The applicable civil penalty if the person elects not to contest the citation.
- (10) A conspicuous statement that if the person fails to pay the civil penalty within the time allowed or fails to appear in court to contest the citation, it shall be deemed a waiver of the right to contest the citation and that, in such case, judgment may be entered against the person for an amount up to the maximum civil penalty.

A conspicuous statement that if the person is required to appear in court as mandated by F.S. § 828.27(6), the person does not have the option of paying a fine in lieu of appearing in court.

Commercial animal establishment means any pet shop, grooming shop, auction, riding school or stable, zoological park, circus, performing animal exhibition, or kennel.

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

Cruelty means any act of neglect, torture or torment that causes unjustifiable pain or suffering of an animal.

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

Kennel means any premises wherein a person engages in the business of boarding, breeding, buying, letting for hire, training for a fee, or selling dogs or cats.

Licensed means that the animal has been vaccinated for rabies and that current tags or other evidence is available to show current rabies vaccination.

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

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

Pet shop means any establishment, whether operated separately or in connection with another business enterprise, except for a licensed kennel, whose owner or operator buys, sells or boards any species of animal.

Public nuisance means any animal or bird which:

- (1) Molests passersby or passing vehicles.
- (2) Attacks other animals.

- (3) Trespasses on school grounds.
- (4) Is repeatedly at large.
- (5) Damages private or public property.
- (6) Barks, whines, howls or makes noises continuously for more than 10 minutes at a time, occurring three or more times within a 7-day period, or makes such noises between 10:00 p.m. and 7:00 a.m. that can be heard from an adjacent property ~~in an excessive, continuous or untimely fashion.~~

- (7) Creates noxious and offensive odors.

The term "public nuisance" also includes animal quarters found to be unhealthy or unsanitary.

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

Veterinary hospital means any establishment maintained and operated by a licensed veterinarian for surgery, diagnosis and treatment of diseases and injuries of animals.

Vicious animal means any animal that constitutes a physical threat to human beings or other animals.

(Code 1987, § 4-2; Ord. No. 797, 10-12-1999)

Section 2. Chapter 6, Article 1, Section 13 of the Code of the City of Chipley is hereby amended, to provide for clear nuisance definitions, tiered penalties, dangerous animal provisions, owner responsibilities, enforcement mechanisms, and community education (additions are shown by underline and deletions are shown by strikethrough), as follows:

Sec. 6-13. Animal Nuisance and Dangerous Animals.

(a) Animal Nuisance Defined. In addition to the public nuisance behaviors defined in Sec. 6-2, an animal shall be considered a nuisance if it:

- (1) Defecates on public property or private property without the property owner's consent, and the animal's owner fails to immediately remove and properly dispose of the waste;
- (2) Is repeatedly found at large, defined as three or more occurrences within a 12-month period;
- (3) Causes verifiable property damage;
- (4) Creates unsanitary conditions through accumulated waste on the owner's property.

(b) Owner Responsibilities.

- (1) Owners shall maintain their property and animal enclosures in a sanitary condition;
- (2) Owners shall prevent their animals from becoming a nuisance as defined in this chapter;
- (3) Owners shall immediately clean up their animal's waste when off the owner's property;

(4) Owners shall ensure proper confinement of their animals as specified in Sec. 6-5.

(c) Penalties for Nuisance Violations.

(1) First violation: Written warning

(2) Second violation within 12 months: Civil penalty of \$100

(3) Third and subsequent violations within 12 months: Civil penalty of \$250 and mandatory attendance at a city-approved responsible pet ownership class

(4) Violators may appeal citations within 15 days of issuance by submitting a written request to the City Clerk.

(d) Enforcement.

(1) Complaints must be submitted in writing to Animal Control, including date, time, and description of the nuisance behavior

(2) Photographic or video evidence may be required to substantiate violations

(3) Animal Control Officers are authorized to investigate complaints and issue citations under this section

(4) Citations shall conform to requirements specified in Sec. 6-2

(e) Dangerous Animals.

(1) A dangerous animal is one that has, when unprovoked:

a. Bitten, attacked, or inflicted severe injury on a human;

b. Killed or inflicted severe injury on a domestic animal;

c. Been previously declared dangerous and engages in further aggressive behavior.

(2) Requirements for dangerous animals:

a. Secure enclosure with warning signs

b. Muzzle and physical restraint when off owner's property

c. Liability insurance coverage minimum of \$100,000

d. Registration with Animal Control

(3) Compliance with F.S. § 767.12 is required

(f) Community Education.

(1) The City shall conduct quarterly educational programs on responsible pet ownership

(2) Materials on nuisance prevention and proper animal care shall be made available through the City's website and Animal Control office.

It shall be unlawful to unnecessarily torture, torment, deprive of necessary sustenance or shelter, or unnecessarily or cruelly beat, mutilate or kill any animal, or cause the same to be done, or carry in or upon any vehicle or otherwise any animal in a cruel or inhumane manner.

(Code 1987, § 4-14; Ord. No. 797, 10-12-1999)
State law reference(s)—Cruelty to animals. F.S. § 828.12.

Section 3. Chapter 6, Article 2, Section 38 of the Code of the City of Chipley is hereby amended, to provide for clear criteria and measurements for noise nuisances (additions are shown by underline and deletions are shown by strikethrough), as follows:

Sec. 6-38. Animal Nuisances.

It shall be unlawful for the owner or custodian of an animal to permit the following nuisances to be committed, either willfully or through failure to exercise due care or control. Complaints must be submitted in writing with specific dates, times, and evidence documenting the nuisance behavior. The city may require affidavits of complaint from one or more persons alleging any such nuisance. Animal Control Officers are authorized to issue citations for violations under this section.

(1) No dog or cat shall be permitted to habitually chase after or otherwise harass persons or vehicles.

(2) No dog or cat shall be permitted to trespass on school grounds or other public or private property, except that this restriction does not apply to dogs utilized by law enforcement agencies in law enforcement activities or to dogs trained to assist a blind, deaf or physically handicapped person when in the company of that person.

(3) No dog or cat shall be permitted to run at large off of the premises of its owner or custodian and upon public property or upon other private property without the permission of the owner or occupant of such private property.

(4) No dog or cat shall be permitted to destroy or damage private or public real or personal property of another or cause serious annoyance to a neighboring premises by interfering with the reasonable use and enjoyment of the property.

(5) No dog or cat shall be permitted to bark, bay, cry, whine or howl or make any other noise continuously for more than 10 minutes at a time, occurring three or more times within a 7-day period, that disturbs residents and/or incessantly in an excessive, habitual or untimely fashion for such a duration that it annoys or disturbs a reasonable person of normal sensitivities residing in or occupying premises in close proximity to the premises on which the animal is located. However, a dog will not be deemed a "barking dog" if, at the time the dog is barking or making any other noise, a person is trespassing or threatening to trespass upon private property where the dog is situated or for any other legitimate cause which teased or provoked the dog. In the case of multiple animals at one location, it shall not be necessary to single out which specific dog or cat committed a noise nuisance. It shall be sufficient to demonstrate that the noise emanated from the premises.

(Code 1987, § 4-21; Ord. No. 797, 10-12-1999)

Section 4. Chapter 6, Article 5, of the Code of the City of Chipley is hereby repealed in its entirety, to be pursuant to Fla. Stat. §767.14 (2023), which preempts breed-specific ordinances

(additions are shown by underline and deletions are shown by ~~strikethrough~~), as follows:

ARTICLE V. PIT BULL DOGS

~~—————~~ **Sec. 6-133. Intent and purpose.**

~~This article is intended to utilize the authority and powers of the city in order to secure for the citizens of this city the protection of the citizens' health, safety and welfare. It is intended to be applicable to dogs which are commonly referred to as pit bulls and which are defined herein. This article is designed to regulate these pit bull dogs and to ensure responsible handling by their owners through registration and confinement. The unique history, nature and characteristics of pit bull dogs have been determined to require the special regulations and provisions contained within this article which the city council hereby finds reasonable and necessary.~~

~~—————~~ **Sec. 6-134. Definitions.**

~~(a) The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:~~

~~Pit bull dog, as used within this article, means any dog which exhibits those distinguishing characteristics which:~~

~~—— (1) Substantially conform to the standards established by the American Kennel Club for American Staffordshire Terriers or Staffordshire Bull Terriers; or~~

~~———— (2) Substantially conform to the standards established by the United Kennel Club for American Pit Bull Terriers.~~

~~(b) The standards of the American Kennel Club and the United Kennel Club referred to in subsection (a) of this section are on file with the code enforcement department and police department of the city.~~

~~(c) Technical deficiencies in the dog's conformance to the standards described in subsection (b) of this section shall not be construed to indicate that the subject dog is not a pit bull dog under this article.~~

~~—————~~ **Sec. 6-135. Confinement.**

~~(a) Because of the pit bull dog's inbred propensity to attack other animals and because of the danger posed to humans and animals alike by a pit bull dog when running loose or while running together in a pack, pit bull dogs must at all times be securely and totally enclosed in a locked pen, with either a top or sides six feet high.~~

~~(b) At any time that a pit bull dog is not confined as required in subsection (a) of this section, the dog shall be muzzled in such a manner as to prevent it from biting or injuring any person or animal and kept on a leash no longer than six feet with the owner or custodian in attendance.~~

~~(c) An exception to this section is hereby provided for any pit bull dog in attendance at and participating in any lawful dog show, contest or exhibition sponsored by a dog club, association, society, or similar organization.~~

~~Sec. 6-136. Registration.~~

~~(a) In order to ensure that owners of pit bull dogs are in compliance with the requirements of this article and to assist in ensuring compliance therewith, every owner of a pit bull dog in the city shall register the dog with the code enforcement department. The registration shall include the following:~~

- ~~—(1) The name, address and telephone number of the dog's owner;~~
- ~~—(2) The address where the dog is harbored, if different from the owner's address;~~
- ~~—(3) A complete identification of the dog, including the dog's sex, color, and any other distinguishing physical characteristics; and~~
- ~~—(4) Proof of rabies vaccination.~~

~~(b) Newly acquired pit bull dogs shall be registered with the code enforcement department no later than 72 hours after acquisition.~~

~~(c) All owners or persons owning pit bull dogs or persons responsible for the care of such dogs prior to the enactment of this article will be required to register the dogs with the city code enforcement office within 30 days and must be in full compliance with the confinement requirements within 90 days.~~

~~(d) Registration fees are to be set by the city council.~~

~~Sec. 6-137. Enforcement.~~

~~It shall be the duty and responsibility of all city law enforcement officers and animal control officers to enforce the provisions of this article.~~

~~Sec. 6-138. Notice of keeping of dog or dogs.~~

~~Upon the written complaint of any person that a person owns or is keeping or harboring a pit bull dog on premises in the city, the police department may forthwith cause the matter to be investigated, and, if after investigation, the facts indicate that such person named in the complaint is in fact the owner or is keeping or harboring any such pit bull dog in the city and has not properly registered under this article, the code enforcement officer shall forthwith send written notice to such person requiring such person to either apply for a registration under this article or remove the animal from the city limits within three days of the date of the notice.~~

~~Sec. 6-139. Penalties.~~

~~Any person who violates any provision of this article shall, upon conviction, be punished as provided in chapter 1, article II or F.S. ch. 828 with civil penalties not to exceed \$500.00.~~

Section 5. Chapter 6, Article 6, Section 171 of the Code of the City of Chipley is hereby amended, to provide for State law references (additions are shown by underline and deletions are shown by strikethrough), as follows:

Sec. 6-171. Police canine or service dog; exemption.

(a) Any canine that is owned or the service of which is employed by a law enforcement agency is exempt from this article.

(b) Any dog used as a service dog for blind, hearing impaired, or disabled persons that bites

another animal or a human is exempt from any quarantine requirement following such bite if the dog has a current rabies vaccination that was administered by a licensed veterinarian.

(Code 1987, § 4-20.1; Ord. No. 848, § 2, 6-8-2004)

State law reference(s)—Similar provisions, F.S. § 767.16; Dangerous dogs, F.S. § 767.12; Animal control authority and procedure, F.S. § 767.11; Damage by dogs, F.S. § 767.01.

Section 6. 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 7. 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 8. Effective Date. That this ordinance shall become effective immediately upon its passage and adoption.

INTRODUCED on first reading in the City Council on _____, 2025.

PASSED after second reading by the City Council on _____, 2025.

CITY OF CHIPLEY, FLORIDA

ATTEST:

By its Mayor, Tracy Andrews

By Sherry Snell, City Clerk

APPROVED AS TO FORM:

Michelle Blankenship Jordan
City Attorney

My Staff Reimond

Chapter 6 ANIMAL CONTROL¹

ARTICLE I. IN GENERAL

Sec. 6-1. Enactment, authority and applicability.

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

(Code 1987, § 4-1; Ord. No. 797, 10-12-1999)

Sec. 6-2. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

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

Animal shelter means the Chipley Animal Control Shelter and its authorized agents, for the purpose of impounding or caring for animals held under the authority of this chapter and the Florida Statutes.

Citation means a written notice, issued to a person by an officer, that the officer has probable cause to believe that the person has committed a civil infraction in violation of a duly enacted ordinance and that the county court will hear the charge. The citation must contain:

- (1) The date and time of issuance.
- (2) The name and address of the person.
- (3) The date and time the civil infraction was committed.
- (4) The facts constituting probable cause.
- (5) The ordinance violated.
- (6) The name and authority of the officer.

¹State law reference(s)—Municipal Home Rule Powers Act, F.S. ch. 166; animal industry, F.S. ch. 585; livestock at large, F.S. ch. 588; animal cruelty, F.S. ch. 828; local animal control or cruelty ordinances, F.S. § 828.27.

- (7) The procedure for the person to follow in order to pay the civil penalty, contest the citation, or appear in court.
- (8) The applicable civil penalty if the person elects to contest the citation.
- (9) The applicable civil penalty if the person elects not to contest the citation.
- (10) A conspicuous statement that if the person fails to pay the civil penalty within the time allowed or fails to appear in court to contest the citation, it shall be deemed a waiver of the right to contest the citation and that, in such case, judgment may be entered against the person for an amount up to the maximum civil penalty.
- (11) A conspicuous statement that if the person is required to appear in court as mandated by F.S. § 828.27(6), the person does not have the option of paying a fine in lieu of appearing in court.

Commercial animal establishment means any pet shop, grooming shop, auction, riding school or stable, zoological park, circus, performing animal exhibition, or kennel.

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

Cruelty means any act of neglect, torture or torment that causes unjustifiable pain or suffering of an animal.

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

Kennel means any premises wherein a person engages in the business of boarding, breeding, buying, letting for hire, training for a fee, or selling dogs or cats.

Licensed means that the animal has been vaccinated for rabies and that current tags or other evidence is available to show current rabies vaccination.

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

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

Tether means a rope, chain, cord, cable, or other device that attaches a dog to a stationary object or cable run. A tether must be of appropriate length and material to prevent injury or entanglement, and must include swivels on both ends to prevent kinking and tangling.

Pet shop means any establishment, whether operated separately or in connection with another business enterprise, except for a licensed kennel, whose owner or operator buys, sells or boards any species of animal.

Public nuisance means any animal or bird which:

- (1) Molests passersby or passing vehicles.
- (2) Attacks other animals.
- (3) Trespasses on school grounds.
- (4) Is repeatedly at large.
- (5) Damages private or public property.
- (6) Barks, whines, howls or make noises in an excessive, continuous or untimely fashion.
- (7) Creates noxious and offensive odors.

The term "public nuisance" also includes animal quarters found to be unhealthy or unsanitary.

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

Veterinary hospital means any establishment maintained and operated by a licensed veterinarian for surgery, diagnosis and treatment of diseases and injuries of animals.

Vicious animal means any animal that constitutes a physical threat to human beings or other animals.

(Code 1987, § 4-2; Ord. No. 797, 10-12-1999)

Sec. 6-3. Authority of animal control officer.

- (a) *General authority.* The city animal control officer shall have full and complete authority in the enforcement of this chapter and may pick up or apprehend any animal under any circumstance which constitutes a violation of this chapter or Florida Statutes and impound such animal in the animal shelter.
- (b) *Entrance upon public and unfenced private property.* The animal control officer may enter public or unfenced private property within the city to carry out the enforcement of this chapter or Florida Statutes.
- (c) *Entrance upon fenced private property.* The animal control officer may enter fenced private property, exclusive of buildings, when the animal being sought was at large immediately prior to the animal control agency or officer receiving a sworn complaint regarding a violation, but subsequently the animal returned to its owner's or custodian's fenced private property; provided, however, that an attempt to contact the owner or custodian, if known, was unsuccessful.
- (d) *Removal of neglected or mistreated animals.* The animal control officer may enter fenced private property for the purpose of enforcing the provisions of F.S. § 828.073 concerning the removal of neglected or mistreated animals.
- (e) *Chemical capture devices.* The animal control officer may carry and utilize a humane chemical capture device to subdue and tranquilize an animal.
- (f) *Issuance of citations.* Any officer designated by the city shall have the authority to issue a citation to a person when such officer has probable cause to believe that the person has committed an act in violation of this chapter. The issuance of such citation shall be in addition to or in lieu of any impoundment and fees associated therewith or revocation of a license or permit as provided in this chapter.

(Code 1987, § 4-3; Ord. No. 797, 10-12-1999)

Sec. 6-4. Interference with animal control officer.

- (a) *Prohibited.* It shall be unlawful for any person to hinder, obstruct or otherwise interfere with an officer while such officer is discharging the officer's duties under this chapter; or to take or attempt to take any animal from any vehicle used by the officer to transport animals; or to take or attempt to take any animal from the animal shelter without proper authority; or to knowingly interfere with any animal trap set by an officer or persons obtaining such traps from the animal control agency.
- (b) *Penalty.* Any person who tears down, burns, defaces, destroys or otherwise damages any animal control vehicle, animal shelter, or enclosure thereof shall be guilty of an offense.

(Code 1987, § 4-4; Ord. No. 797, 10-12-1999)

Sec. 6-5. Restraint and confinement to property.

- (a) *Restraint on owner's or custodian's property.* Owners and custodians of dogs and cats will exercise diligence and reasonable care to prevent the owners' and custodians' animals from leaving the owners' and custodians' premises. In the city, restraint exists when the animal is:
 - (1) Enclosed within a house, building, fence, pen, or other enclosure where the animal cannot climb, dig, jump, or otherwise escape. Such enclosure must be securely fastened any time the animal is left unattended.
 - (2) On a leash or harness held by a responsible person.
 - ~~(3) Off-leash or off-harness but under voice control and obedient to that person's commands and that person is present with the animal at all times.~~
 - (b) *Restraint while off owner's or custodian's property.* Owners and custodians of dogs and cats will exercise diligence and reasonable care to keep the owners' and custodians' animals under restraint while off the owner's or custodian's premises. The only acceptable methods of restraint are:
 - (1) Inside a parked vehicle, provided it does not endanger the animal.
- Sec. [X-XX]. Definitions.

For purposes of this section:

(a) "Endangerment" includes any act or omission that places an animal in a parked vehicle without adequate ventilation or exposure to extreme temperatures, thereby risking substantial harm, severe physical pain, or suffering to the animal.

(b) "Adequate ventilation" requires that the vehicle's windows are sufficiently open or another means is in place to ensure airflow, preventing heat buildup harmful to the animal's health.

(c) "Exposure to extreme temperatures" refers to conditions within the vehicle that could lead to heat exhaustion, hypothermia, or other temperature-related health issues for the animal.

- (2) Confined within a secure enclosure with permission of the occupant of the property where the animal is temporarily located.
- (3) On a leash held by a responsible person.
- (4) ~~Under the control of a responsible person and obedient to that person's commands to the extent that the animal will not trespass on property of others.~~
- (5) In a securely fastened cage or animal carrier with adequate ventilation and room for the animal.

(Code 1987, § 4-5; Ord. No. 797, 10-12-1999)

Sec. 6-6. Harboring stray animals.

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

control agency and/or animal owner in locating missing pets. Notification may be made by contacting the animal agency or the city hall.

Sec. 6-172. Prohibition on feeding stray animals on public property.

It shall be unlawful for any person to feed or provide sustenance to stray animals on any public property within the city limits. This prohibition is enacted to prevent the congregation and proliferation of stray animals, which can pose a threat to public health and safety. Violators of this section may be subject to fines or other penalties as determined by the city ordinance. This section does not apply to city employees or contractors acting within the scope of their duties related to animal control or public safety.

(Code 1987, § 4-6; Ord. No. 797, 10-12-1999)

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

- (a) It shall be unlawful for any person owning or responsible for confining or impounding any animal to fail to provide the animal with proper shelter, protection from the weather or humanely clean conditions as prescribed in this section.
 - (1) *Indoor standards.* Minimum indoor standards of shelter shall ensure that the ambient temperature is compatible with the health of the animal. Indoor housing facilities shall be adequately ventilated by natural or mechanical means to provide for the health of the animal at all times.
 - (2) *Outdoor standards.* Minimum outdoor standards of shelter shall be such that sunlight is not likely to cause heat exhaustion of an animal housed outdoors. Sufficient shade by natural or artificial means shall be provided to protect the animal from direct sunlight. The shelter shall provide protection from inclement weather by providing relief from the elements appropriate to the species concerned.
 - (3) *An artificial shelter.* If confined outdoors or in an unheated enclosure, a shelter of suitable size with a floor above ground and waterproof room shall be provided to accommodate the animal and protect it from the weather and, in particular, from severe cold.
- (b) It shall be unlawful to fail to provide an animal with wholesome exercise and a sufficient quantity of good and wholesome food (defined as food that is fresh, uncontaminated, appropriate for the species, and meets all applicable safety and quality standards for animal consumption) and water adequate to nutritional requirements of the species or to fail to provide veterinary care when required to prevent suffering.
- (c) Subject to the provisions of Section ***, It shall be unlawful to confine any animal in a building, enclosure, car, boat, vehicle or vessel of any kind when temperatures exceed 85°F (29°C) or fall below 40°F (4°C), or when such temperatures combined with other environmental conditions like humidity or wind chill extreme heat or extreme cold will be harmful to its health. The animal control officer may remove any animal so confined, after a reasonable attempt to locate the owner of the animal has failed, and may use the amount of force reasonably necessary to remove the animal. The animal control officer will leave a written notice in a prominent place indicating that the animal has been impounded and where it may be claimed by the owner. Violation of this subsection shall be punishable by a fine of \$50.00.
- (d) It shall be unlawful for any person keeping or harboring animals to fail to keep the premises where such animals are kept free from offensive odors to the extent that such odors are disturbing to a person residing within reasonable proximity of such premises. It shall be unlawful to allow premises where animals are kept to become unclean and a threat to the public health by failing diligently and systematically to remove all animal waste or harmful matter from the premises.

(Code 1987, § 4-7; Ord. No. 797, 10-12-1999)

Sec. 6-8. Reporting motor vehicle injury to animals.

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

(Code 1987, § 4-8; Ord. No. 797, 10-12-1999)

Sec. 6-9. Animal bites; rabies control.

(a) It shall be the duty of any person bitten by an animal, or the owner or harbinger having knowledge that an animal has bitten any person, and any medical person/facility which treats a person bitten by an animal, to report the incident to the county health department.

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

(Code 1987, § 4-9; Ord. No. 797, 10-12-1999)

Sec. 6-10. Performing animal exhibitions.

No person shall conduct, sponsor or participate in a performing animal exhibition, display, circus, or rodeo in which animals are induced or encouraged to perform through the use of chemical, mechanical, electrical or manual devices in a manner which will cause, or is likely to cause, physical injury or suffering.

(Code 1987, § 4-10; Ord. No. 797, 10-12-1999)

Sec. 6-11. Sales or permitting exposure of animals with, or having been exposed to, infectious disease.

Whoever within the city, being the owner or having the charge of any animal, knowing such animal to have any contagious or infectious disease or to have been recently exposed thereto, sells, barter, or disposes of such animal without first disclosing to the person to whom the animal is sold, bartered, or disposed of that such animal is diseased or has been exposed, or knowingly permits such animal to run at large, or knowing such animal to be diseased, knowingly allows the animal to come into contact with any such animal of another person without such other person's knowledge or permission, shall be deemed guilty of a civil infraction pursuant to section 6-15.

(Code 1987, § 4-1; Ord. No. 797, 10-12-1999)

Sec. 6-12. Negligence in care of animals.

Whoever impounds or confines any animal in any place and fails to supply such animal during such confinement with a sufficient quantity of good and wholesome food and water, or who keeps any animal in any enclosure without wholesome exercise and change of air, or who abandons to die any animal that is maimed or sick, infirm or diseased, shall be deemed guilty of a civil infraction pursuant to section 6-15.

(Code 1987, § 4-13; Ord. No. 797, 10-12-1999)

Sec. 6-13. Cruelty to animals.

It shall be unlawful to unnecessarily torture, torment, deprive of necessary sustenance or shelter, or unnecessarily or cruelly beat, mutilate or kill any animal, or cause the same to be done, or carry in or upon any vehicle or otherwise any animal in a cruel or inhumane manner, or to improperly tether any animal. For purposes of this section:

(a) "Endangerment" means any act or omission that places an animal at substantial risk of death, permanent injury, or severe physical pain or suffering;

(b) "Necessary sustenance" includes adequate food, clean water, shelter from extreme weather conditions, and veterinary care needed to prevent suffering;

(c) "Cruel or inhumane manner" includes transporting or confining an animal in a manner that poses a significant risk of physical injury, causes unnecessary suffering, or fails to provide adequate ventilation, food, water or protection from extreme temperatures;

(d) "Tether" means a rope, chain, cord, cable, or other device that attaches a dog to a stationary object or trolley system; and

(e) "Proper tethering" means:

(1) Using a tether that is at least five times the length of the dog's body, as measured from the tip of the nose to the base of the tail, or 10 feet, whichever is greater;

(2) Using a tether that has swivels at both ends to prevent entanglement;

(3) Ensuring the tether's weight does not exceed 1/8 of the dog's weight;

(4) Attaching the tether to a properly fitting harness or collar, not a choke, pinch, or prong collar;

(5) Ensuring the dog has access to adequate shelter, food, water, and shade;

(6) Providing continuous monitoring of tethered dogs;

including (7) Bringing dogs inside during extreme weather conditions temperatures below 32°F (0°C) or above 85°F (29.4°C), or during severe weather events such as thunderstorms, hurricanes, or flooding; and

(8) Never tethering a dog for more than 8 consecutive hours in any 24-hour period.

Any tethering that does not meet these requirements shall be considered improper tethering and a violation of this section.

(Code 1987, § 4-14; Ord. No. 797, 10-12-1999)

State law reference(s)—Cruelty to animals, F.S. § 828.12.

Sec. 6-14. Damaging or killing an animal belonging to another.

It shall be unlawful to willfully or wantonly and without malice towards the owner to kill, maim or disfigure any animal belonging to another person. Whoever willfully and maliciously kills, maims or disfigures any animal of another person, or willfully and maliciously administers poison to any such animal, or exposes any poisonous

substance with intent that such substance shall be taken and swallowed by such animal, shall be deemed guilty of an infraction pursuant to section 6-15.

(Code 1987, § 4-15; Ord. No. 797, 10-12-1999)

Sec. 6-15. Enforcement of violations.

- (a) *Section constitutes civil or criminal infraction.* A violation of this chapter may constitute a civil or criminal infraction.
- (b) *Signature of citation required.* Any person cited for an infraction under this chapter shall sign and accept a citation acknowledging receipt of the citation and indicating a promise to appear in county court if a mandatory court appearance is required.
- (c) *Payment of civil penalty.* Any person cited for a violation of this chapter may pay the civil penalty within ten days of the date of receiving the citation.
- (d) *Election to appear in court.* Any person cited for a violation of this chapter may elect to appear in county court on the date and time specified in the citation to contest the citation.
- (e) *Liability of owner for fees/penalties.* In the event an animal is impounded for violation of this chapter and the owner of the animal abandons the animal to the animal control agency, the owner remains liable for all fees and penalties imposed.

(Code 1987, § 4-16; Ord. No. 797, 10-12-1999)

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

Sec. 6-16. Use of revenue.

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

(Code 1987, § 4-17; Ord. No. 797, 10-12-1999)

Sec. 6-17. Fine or penalty distribution.

Fines or penalties collected pursuant to this chapter by the city shall be deposited in the animal control fund and used to support the costs of the animal control program. The animal control agency shall keep detailed and accurate records of licensing, impoundment and disposition of all animals coming into its custody, all bite cases, complaints and investigations of violations. All funds collected shall be received on a daily basis by the city clerk along with appropriate accounting records at time of payment.

(Code 1987, § 4-18; Ord. No. 797, 10-12-1999)

Secs. 6-18—6-37. Reserved.

ARTICLE II. NUISANCES

Sec. 6-38. Animal nuisances.

It shall be unlawful for the owner or custodian of an animal to permit the following nuisances to be committed, either willfully or through failure to exercise due care or control. The city may require affidavits of complaint from one or more persons alleging any such nuisance.

- (1) No dog or cat shall be permitted to habitually chase after or otherwise harass persons or vehicles.
- (2) No dog or cat shall be permitted to trespass on school grounds or other public or private property, except that this restriction does not apply to dogs utilized by law enforcement agencies in law enforcement activities or to dogs trained to assist a blind, deaf or physically handicapped person when in the company of that person.
- (3) No dog or cat shall be permitted to run at large off of the premises of its owner or custodian and upon public property or upon other private property without the permission of the owner or occupant of such private property.
- (4) No dog or cat shall be permitted to destroy or damage private or public real or personal property of another or cause serious annoyance to a neighboring premises by interfering with the reasonable use and enjoyment of the property.
- (5) No dog or cat shall be permitted to bark, bay, cry, whine or howl or make any other noise continuously and/or incessantly in an excessive, habitual or untimely fashion for such a duration that it annoys or disturbs a reasonable person of normal sensitivities residing in or occupying premises in close proximity to the premises on which the animal is located. However, a dog will not be deemed a "barking dog" if, at the time the dog is barking or making any other noise, a person is trespassing or threatening to trespass upon private property where the dog is situated or for any other legitimate cause which teased or provoked the dog. In the case of multiple animals at one location, it shall not be necessary to single out which specific dog or cat committed a noise nuisance. It shall be sufficient to demonstrate that the noise emanated from the premises.

(Code 1987, § 4-19; Ord. No. 797, 10-12-1999; Ord. No. 848, § 2, 6-8-2004)

Sec. 6-39. Domestic animal nuisance.

- (a) *Prohibited generally; exception.* No livestock shall be kept within the city except for the purposes of the animal industry and shall be limited to prescribed areas.
- (b) *Cleanliness standards; responsibility.* Where any person shall keep any cattle, horses, mules, swine, goats, chickens or other domestic fowl within the corporate limits of the city, the lot, stall, barn, stable, hen house, pen or other place where the same are kept shall be regularly cleaned and kept in a sanitary condition. The person having custody of such animal or fowl shall be responsible for compliance with this section.
- (c) *Proximity to residences; responsibility of custodian.* No person shall keep any cattle, horses, mules, hogs (includes Vietnamese pigs), goats, chickens or other domestic fowl in any stall, barn, stable, hen house, pen or other building or enclosure, nor shall the same be regularly hitched, tied or otherwise kept within 100 feet of any house occupied as a residence within the city. The person having custody of such animal or fowl shall be responsible for compliance with this section.

(Code 1987, § 4-21; Ord. No. 797, 10-12-1999)

Sec. 6-40. Keeping of wild animals.

No person shall keep or permit to be kept on such person's premises any wild or vicious animal for display or for exhibition purposes, whether gratuitously or for a fee. This section shall not be construed to apply to zoological parks, performing animal exhibitions or circus pets.

(Code 1987, § 4-22; Ord. No. 797, 10-12-1999)

Secs. 6-41—6-68. Reserved.

ARTICLE III. IMPOUNDMENT

Sec. 6-69. Impoundment of animals.

- (a) The animal control officer may apprehend any animal under any circumstance which constitutes a violation of this chapter or Florida Statutes and impound such animal in the animal shelter. In addition to or in lieu of impounding an animal found at large, the animal control officer or police officer may issue a citation to the owner of such animal.
- (b) Unlicensed dogs and cats, unrestrained dogs and cats, and animals constituting a nuisance shall be taken by the police or animal control officer and impounded in an animal shelter and there confined in a humane manner.
- (c) After impoundment, the animal control officer shall determine whether the animal is licensed or otherwise identifiable and make reasonable effort to identify the owner. The animal shall remain impounded in the animal shelter for not less than five working days, unless claimed by its owner, after which disposition shall be determined as herein provided.
- (d) An impounded animal that is not claimed within the period provided may be offered for adoption pursuant to the requirements of F.S. § 823.15 or humanely euthanized at the discretion of the animal control officer. No dog or cat shall be released from the animal shelter for any purposes except release to the owner or by adoption.

(Code 1987, § 4-23; Ord. No. 797, 10-12-1999)

Sec. 6-70. Release of impounded animals; requirements.

An impounded animal eligible for release may be claimed by its owner upon proof of ownership and after payment of all applicable fines, impound and boarding fees. The owner of an animal impounded for any cause authorized by this chapter, except for animals held for quarantine for suspicion of rabies, may claim such animal as follows:

- (1) *Payment of the required fees.* Fees to be per the latest updated animal control schedule.
- (2) *Proof of rabies vaccination.* No dog or cat shall be released to the owner or other person unless evidence of a current rabies vaccination for the animal from a licensed veterinarian is provided. If such evidence cannot be produced, the person seeking release shall post with the city a deposit in the amount established by resolution. Upon posting of the deposit, the animal will be released and five days will be granted to provide evidence of required vaccination. Upon proof of vaccination, the deposit will be refunded. Failure to provide proof of vaccination within the allotted time will result in forfeiture of the deposit.

(Code 1987, § 4-24; Ord. No. 797, 10-12-1999; Ord. No. 848, § 2, 6-8-2004)

Sec. 6-71. Adoption of impounded animals.

- (a) Agreements for adoption of animals may only be to persons 18 years of age or older. Animals shall only be given in adoption as household pets.
- (b) Any animal released for adoption shall be sterilized and vaccinated against rabies. The adopter and the city shall enter into a written agreement guaranteeing that sterilization and vaccination of the adopted animal will be performed by a licensed veterinarian within 30 days or prior to sexual maturity. As a condition of the agreement, the city shall require an adoption fee in the amount established by resolution and, as a deposit, a performance bond in the amount established by resolution to cover the sterilization and vaccination process. The deposit will be fully refunded upon providing to the city the evidence by the veterinarian that the sterilization and vaccination has been completed.

(Code 1987, § 4-25; Ord. No. 797, 10-12-1999)

Secs. 6-72—6-100. Reserved.

ARTICLE IV. LICENSING

Sec. 6-101. Commercial license required.

No person shall operate a commercial animal establishment or animal shelter without first obtaining a license. Upon a showing by an applicant for a license that the applicant is willing and able to comply with the regulations promulgated by the city, state, and other regulatory authorities, a license shall be issued to such person upon payment of the fee of established by resolution.

(Code 1987, § 4-26; Ord. No. 797, 10-12-1999)

Sec. 6-102. Revocation of permits and licenses; inspections.

- (a) The city or its authorized agent may revoke any license if the person holding the license refuses or otherwise fails to comply with any of the provisions of this chapter, the regulations promulgated by the city, state, or any law governing the protection and keeping of animals.
- (b) It shall be a condition of the issuance of a license that the city or its authorized agent shall be permitted to inspect all animals and the premises where they are kept at any reasonable time and shall, if permission for such inspections is refused, revoke the license of the refusing owner.
- (c) If the applicant has withheld or falsified any information on the application, the city or its authorized agent shall refuse to issue a license.
- (d) No person who has been convicted of cruelty to animals shall be issued a license to operate a commercial animal establishment.

(Code 1987, § 4-27; Ord. No. 797, 10-12-1999)

Secs. 6-103—6-132. Reserved.

(Supp. No. 3, Upd 1)

PART II - CODE OF ORDINANCES
Chapter 6 - ANIMAL CONTROL
ARTICLE V. PIT BULL DOGS

ARTICLE V. PIT BULL DOGS

Sec. 6-133. Intent and purpose.

This article is intended to utilize the authority and powers of the city in order to secure for the citizens of this city the protection of the citizens' health, safety and welfare. It is intended to be applicable to dogs which are commonly referred to as pit bulls and which are defined herein. This article is designed to regulate these pit bull dogs and to ensure responsible handling by their owners through registration and confinement. The unique history, nature and characteristics of pit bull dogs have been determined to require the special regulations and provisions contained within this article which the city council hereby finds reasonable and necessary.

(Code 1987, § 4-28; Ord. No. 867, § 2, 9-12-2006)

Sec. 6-134. Definitions.

(a) The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Pit bull dog, as used within this article, means any dog which exhibits those distinguishing characteristics which:

- (1) Substantially conform to the standards established by the American Kennel Club for American Staffordshire Terriers or Staffordshire Bull Terriers; or
 - (2) Substantially conform to the standards established by the United Kennel Club for American Pit Bull Terriers.
- (b) The standards of the American Kennel Club and the United Kennel Club referred to in subsection (a) of this section are on file with the code enforcement department and police department of the city.
- (c) Technical deficiencies in the dog's conformance to the standards described in subsection (b) of this section shall not be construed to indicate that the subject dog is not a pit bull dog under this article.

(Code 1987, § 4-29; Ord. No. 867, § 2, 9-12-2006)

Sec. 6-135. Confinement.

- (a) Because of the pit bull dog's inbred propensity to attack other animals and because of the danger posed to humans and animals alike by a pit bull dog when running loose or while running together in a pack, pit bull dogs must at all times be securely and totally enclosed in a locked pen, with either a top or sides six feet high.
- (b) At any time that a pit bull dog is not confined as required in subsection (a) of this section, the dog shall be muzzled in such a manner as to prevent it from biting or injuring any person or animal and kept on a leash no longer than six feet with the owner or custodian in attendance.
- (c) An exception to this section is hereby provided for any pit bull dog in attendance at and participating in any lawful dog show, contest or exhibition sponsored by a dog club, association, society, or similar organization.

(Code 1987, § 4-30; Ord. No. 867, § 2, 9-12-2006)

Sec. 6-136. Registration.

- (a) In order to ensure that owners of pit bull dogs are in compliance with the requirements of this article and to assist in ensuring compliance therewith, every owner of a pit bull dog in the city shall register the dog with the code enforcement department. The registration shall include the following:
 - (1) The name, address and telephone number of the dog's owner;
 - (2) The address where the dog is harbored, if different from the owner's address;
 - (3) A complete identification of the dog, including the dog's sex, color; and any other distinguishing physical characteristics; and
 - (4) Proof of rabies vaccination.
- (b) Newly acquired pit bull dogs shall be registered with the code enforcement department no later than 72 hours after acquisition.
- (c) All owners or persons owning pit bull dogs or persons responsible for the care of such dogs prior to the enactment of this article will be required to register the dogs with the city code enforcement office within 30 days and must be in full compliance with the confinement requirements within 90 days.
- (d) Registration fees are to be set by the city council.

(Code 1987, § 4-31; Ord. No. 867, § 2, 9-12-2006)

Sec. 6-137. Enforcement.

It shall be the duty and responsibility of all city law enforcement officers and animal control officers to enforce the provisions of this article.

(Code 1987, § 4-32; Ord. No. 867, § 2, 9-12-2006)

Sec. 6-138. Notice of keeping of dog or dogs.

Upon the written complaint of any person that a person owns or is keeping or harboring a pit bull dog on premises in the city, the police department may forthwith cause the matter to be investigated, and, if after investigation, the facts indicate that such person named in the complaint is in fact the owner or is keeping or harboring any such pit bull dog in the city and has not properly registered under this article, the code enforcement officer shall forthwith send written notice to such person requiring such person to either apply for a registration under this article or remove the animal from the city limits within three days of the date of the notice.

(Code 1987, § 4-33; Ord. No. 867, § 2, 9-12-2006)

Sec. 6-139. Penalties.

Any person who violates any provision of this article shall, upon conviction, be punished as provided in chapter 1, article II or F.S. ch. 828 with civil penalties not to exceed \$500.00.

(Code 1987, § 4-34; Ord. No. 867, § 2, 9-12-2006; Ord. No. 883, § 2, 2-14-2008)

Sec. 6-140. Domestic animals number restricted.

It shall be a violation of this article for any owner, heir to real property or person in charge or in control of any property within the city limits to allow or keep more than four domestic animals on any premises unless operating a duly licensed kennel or pet shop. Exceptions to this requirement may be granted by the city council when conditions are deemed appropriate. References to dogs and domestic animals only refer to animals older than three months of age.

(Code 1987, § 4-35; Ord. No. 867, § 2, 9-12-2006)

Sec. 6-141. Commercial kennels standards.

Commercial kennels may be allowed, provided all of the following requirements are met:

- (1) A commercial kennel shall be developed and operated to minimize noise, odor and other objectionable effects on the area in which it is located.
- (2) A kennel can be located in commercial and industrial areas only.
- (3) Licenses for commercial kennels will be per section 38-59.

(Code 1987, § 4-36; Ord. No. 867, § 2, 9-12-2006)

Secs. 6-142—6-165. Reserved.

ARTICLE VI. DANGEROUS DOGS

Sec. 6-166. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Animal control authority means an entity acting alone or in concert with other local governmental units and authorized by them to enforce the animal control laws of the city, county, or state. In those areas not served by an animal control authority, the sheriff shall carry out the duties of the animal control authority under this article.

Animal control officer means any individual employed, contracted with, or appointed by the animal control authority for the purpose of aiding in the enforcement of this article or any other law or ordinance relating to the licensure of animals, control of animals, or seizure and impoundment of animals, and includes any state or local law enforcement officer or other employee whose duties in whole or in part include assignments that involve the seizure and impoundment of any animal.

Dangerous dog means any dog that, according to the records of the appropriate authority:

- (1) Has aggressively bitten, attacked, or endangered or has inflicted severe injury on a human being on public or private property;
- (2) Has more than once severely injured or killed a domestic animal while off the owner's property; or
- (3) Has, when unprovoked, chased or approached a person upon the streets, sidewalks, or any public grounds in a menacing fashion or apparent attitude of attack, provided that such actions are attested to in a sworn statement by one or more persons and dutifully investigated by the appropriate authority.

Owner means any person, firm, corporation, or organization possessing, harboring, keeping, or having control or custody of an animal or, if the animal is owned by a person under the age of 18 years, that person's parent or guardian.

Proper enclosure of a dangerous dog means, while on the owner's property, a dangerous dog is securely confined indoors or in a securely enclosed and locked pen or structure, suitable to prevent the entry of young children and designed to prevent the animal from escaping. Such pen or structure shall have secure sides and a secure top to prevent the dog from escaping over, under, or through the structure and shall also provide protection from the elements, including adequate shelter from temperatures below 45°F (7°C) or above 85°F (29°C), rain, wind, and direct sunlight.

Severe injury means any physical injury that results in broken bones, multiple bites, or disfiguring lacerations requiring sutures or reconstructive surgery.

Unprovoked means that the victim who has been conducting themselves peacefully and lawfully has been bitten or chased in a menacing fashion or attacked by a dog.

(Code 1987, § 4-20; Ord. No. 797, 10-12-1999; Ord. No. 848, § 2, 6-8-2004)

Sec. 6-167. Classification of dogs as dangerous; certification of registration; notice and hearing requirements; confinement of animal; exemption; appeals; unlawful acts.

- (a) An animal control authority shall investigate reported incidents involving any dog that may be dangerous and, if possible, shall interview the owner and require a sworn affidavit from any person, including any animal control officer or enforcement officer, desiring to have a dog classified as dangerous.
 - (1) An animal that is the subject of a dangerous dog investigation because of severe injury to a human being may be immediately confiscated by an animal control authority, placed in quarantine, if necessary, for the proper length of time, or impounded and held. The animal may be held pending the outcome of the investigation and any hearings or appeals related to the dangerous dog classification or any penalty imposed under this section. If the dog is to be destroyed, the dog may not be destroyed while an appeal is pending. The owner is responsible for payment of all boarding costs and other fees as may be required to humanely and safely keep the animal pending any hearing or appeal.
 - (2) An animal that is the subject of a dangerous dog investigation which is not impounded with the animal control authority must be humanely and safely confined by the owner in a securely fenced or enclosed area. The animal shall be confined in such manner pending the outcome of the investigation and the resolution of any hearings or appeals related to the dangerous dog classification or any penalty imposed under this section. The address at which the animal resides shall be provided to the animal control authority. A dog that is the subject of a dangerous dog investigation may not be relocated or its ownership transferred pending the outcome of the investigation and any hearings or appeals related to the dangerous dog classification or any penalty imposed under this section. If a dog is to be destroyed, the dog may not be relocated or its ownership transferred.
- (b) A dog may not be declared dangerous if:
 - (1) The threat, injury, or damage was sustained by a person who, at the time, was unlawfully on the property or who, while lawfully on the property, was tormenting, abusing, or assaulting the dog or its owner or a family member.
 - (2) The dog was protecting or defending a human being within the immediate vicinity of the dog from an unjustified attack or assault.
- (c) After the investigation, the animal control authority shall make an initial determination as to whether there is sufficient cause to classify the dog as dangerous and, if sufficient cause is found, as to the appropriate

penalty under subsection (g) of this section. The animal control authority shall afford the owner an opportunity for a hearing prior to making a final determination regarding the classification or penalty. The animal control authority shall provide written notification of the sufficient cause finding and proposed penalty to the owner by registered mail, certified hand delivery, or service in conformance with the provisions of F.S. ch. 48 relating to service of process. The owner may file a written request for a hearing regarding the dangerous dog classification, penalty, or both, within seven calendar days after receipt of the notification of the sufficient cause finding and proposed penalty. If the owner requests a hearing, the hearing shall be held as soon as possible, but not later than 21 calendar days and not sooner than five days after receipt of the request from the owner. If a hearing is not timely requested regarding the dangerous dog classification or proposed penalty, the determination of the animal control authority as to such matter shall become final.

(d) Upon a dangerous dog classification and penalty becoming final after a hearing or by operation of law pursuant to subsection (c) of this section, the animal control authority shall provide a written final order to the owner by registered mail, certified hand delivery or service. The owner may appeal the classification, penalty, or both, to the circuit court in accordance with the Florida Rules of Appellate Procedure after receipt of the final order. If the dog is not held by the animal control authority, the owner must confine the dog in a securely fenced or enclosed area pending resolution of the appeal.

(e) (1) Except as otherwise provided in subsection (b) of this section, the owner of a dog classified as a dangerous dog shall:

- a. Within 14 days after issuance of the final order classifying the dog as dangerous or the conclusion of any appeal that affirms such final order, obtain a certificate of registration for the dog from the animal control authority and renew the certificate annually. Such certificates of registration, and renewals thereof, shall be issued only to persons who are at least 18 years of age and who present to the animal control authority sufficient evidence of:
 - 1. A current certificate of rabies vaccination for the dog.
 - 2. A proper enclosure to confine a dangerous dog and the posting of the premises with a clearly visible warning sign at all entry points which informs both children and adults of the presence of a dangerous dog on the property.
 - 3. Permanent identification of the dog, such as a tattoo on the inside thigh or electronic implantation.
- b. Immediately notify the appropriate animal control authority when the dog:
 - 1. Is loose or unconfined.
 - 2. Has bitten a human being or attacked another animal.
 - 3. Is sold, given away, or dies.
 - 4. Is moved to another address.

Before a dangerous dog is sold or given away, the owner shall provide the name, address, and telephone number of the new owner to the animal control authority. The new owner must comply with all of the requirements of this section, even if the animal is moved from one local jurisdiction to another within the state. The animal control officer must be notified by the owner of a dog classified as dangerous that the dog is in the animal control officer's jurisdiction.

c. Not permit the dog to be outside a proper enclosure unless the dog is muzzled and restrained by a substantial chain or leash and under control of a competent person. The muzzle must be made in a manner that will not cause injury to the dog or interfere with its vision or respiration but will prevent it from biting a person or animal. The owner may exercise the dog in a securely fenced or

enclosed area that does not have a top, without a muzzle or leash, if the dog remains within the owner's sight and only members of the immediate household or persons 18 years of age or older are allowed in the enclosure when the dog is present. When being transported, such dogs must be safely and securely restrained within a vehicle. Dogs shall not be left unattended in vehicles when the ambient temperature is below 32°F (0°C) or above 85°F (29.4°C), as these extreme temperatures can be dangerous or fatal to the animal.

- (2) If a dog is classified as a dangerous dog due to an incident that causes severe injury to a human being, based upon the nature and circumstances of the injury and the likelihood of a future threat to the public safety, health, and welfare, the dog may be destroyed in an expeditious and humane manner.
- (f) Hunting dogs are exempt from this section when engaged in any legal hunt or training procedure. Dogs engaged in training or exhibiting in legal sports such as obedience trials, conformation shows, field trials, hunting/retrieving trials, and herding trials are exempt from this section when engaged in any legal procedures. However, such dogs at all other times in all other respects are subject to this and local laws. Dogs that have been classified as dangerous may not be used for hunting purposes.
- (g) A person who violates any provision of this section commits an offense, punishable by a fine not to exceed \$500.00.

(Code 1987, § 4-20; Ord. No. 797, 10-12-1999; Ord. No. 848, § 2, 6-8-2004)

State law reference(s)—Similar provisions, F.S. § 767.12.

Sec. 6-168. Attack or bite by dangerous dog; penalties; confiscation; destruction.

- (a) If a dog that has previously been declared dangerous attacks or bites a person or a domestic animal without provocation, the owner is guilty of a misdemeanor of the first degree, punishable as provided in F.S. § 775.082 or 775.083. In addition, the dangerous dog shall be immediately confiscated by the animal control authority, placed in quarantine, if necessary, for the proper length of time, or impounded and held for ten business days after the owner is given written notification under section 6-167, and thereafter destroyed in an expeditious and humane manner. This ten-day time period shall allow the owner to request a hearing under section 6-167. The owner shall be responsible for payment of all boarding costs and other fees as may be required to humanely and safely keep the animal during any appeal procedure.
- (b) If a dog that has previously been declared dangerous attacks and causes severe injury to or death of any human, the owner is guilty of a felony of the third degree, punishable as provided in F.S. § 775.082, 775.083, or 775.084. In addition, the dog shall be immediately confiscated by an animal control authority, placed in quarantine, if necessary, for the proper length of time or held for ten business days after the owner is given written notification under section 6-167, and thereafter destroyed in an expeditious and humane manner. This ten-day time period shall allow the owner to request a hearing under section 6-167. The owner shall be responsible for payment of all boarding costs and other fees as may be required to humanely and safely keep the animal during any appeal procedure.
- (c) If the owner files a written appeal under section 6-167 or this section, the dog must be held and may not be destroyed while the appeal is pending.
- (d) If a dog attacks or bites a person who is engaged in or attempting to engage in a criminal activity at the time of the attack, the owner is not guilty of any offense specified under this section.

(Code 1987, § 4-20; Ord. No. 797, 10-12-1999; Ord. No. 848, § 2, 6-8-2004)

State law reference(s)—Similar provisions, F.S. § 767.13.

Sec. 6-169. Attack or bite by unclassified dog that causes death; confiscation; destruction.

If a dog that has not been declared dangerous attacks and causes the death of a human, the dog shall be immediately confiscated by an animal control authority, placed in quarantine, if necessary, for the proper length of time or held for ten business days after the owner is given written notification under section 6-167, and thereafter destroyed in an expeditious and humane manner. This ten-day time period shall allow the owner to request a hearing under section 6-167. If the owner files a written appeal under section 6-167 or this section, the dog must be held and may not be destroyed while the appeal is pending. The owner is responsible for payment of all boarding costs and other fees as may be required to humanely and safely keep the animal during any appeal procedure.

(Code 1987, § 4-20.1; Ord. No. 848, § 2, 6-8-2004)

State law reference(s)—Similar provisions, F.S. § 767.135.

Sec. 6-170. Attack or bite by unclassified dog that causes severe injury or death.

- (a) If a dog that has not been declared dangerous attacks and causes severe injury to or the death of a human, and the owner of the dog had knowledge of the dog's dangerous propensities yet demonstrated a reckless disregard for such propensities under the circumstances, the owner of the dog commits an offense.
- (b) If the dog attacks or bites a person who is engaged in or attempting to engage in a criminal activity at the time of the attack, the owner of the dog is not guilty of any offense under this section.

(Code 1987, § 4-20.1; Ord. No. 848, § 2, 6-8-2004)

State law reference(s)—Similar provisions, F.S. § 767.136.

Sec. 6-171. Police canine or service dog; exemption.

- (a) Any canine that is owned or the service of which is employed by a law enforcement agency is exempt from this article.
- (b) Any dog used as a service dog for blind, hearing impaired, or disabled persons that bites another animal or a human is exempt from any quarantine requirement following such bite if the dog has a current rabies vaccination that was administered by a licensed veterinarian.

(Code 1987, § 4-20.1; Ord. No. 848, § 2, 6-8-2004)

State law reference(s)—Similar provisions, F.S. § 767.16.

Cat Regulations

Sec. 6-X. Cat Registration and Licensing.

(a) Registration required. All cats over four months of age kept, harbored, or maintained within the city shall be registered with the animal control authority within 30 days of:

- (1) The cat reaching four months of age;
- (2) The owner acquiring the cat; or
- (3) The owner moving into the city with the cat.

(b) Registration requirements. To register a cat, the owner shall provide:

- (1) Proof of current rabies vaccination administered by a licensed veterinarian;
- (2) Proof of microchip identification or agreement to microchip within 30 days;
- (3) Owner's name, address, and telephone number;
- (4) Cat's description including sex, color, breed, and any distinguishing characteristics;
- (5) Registration fee as established by resolution.

(c) Registration renewal. Registration shall be renewed annually upon proof of current rabies vaccination.

(d) Registration tag. Upon registration, the animal control authority shall issue a tag that shall be worn by the cat at all times when off the owner's property, or the cat shall have a microchip meeting ISO standards.

Sec. 6-X. Mandatory Sterilization of Cats.

(a) Sterilization required. All cats over six months of age kept, harbored, or maintained within the city shall be spayed or neutered unless:

- (1) The cat is owned by a holder of a valid commercial kennel license or pet shop license;
- (2) A licensed veterinarian has certified in writing that sterilization would endanger the cat's life or health;
- (3) The owner holds a valid breeder's permit issued under subsection (c) of this section; or
- (4) The cat is used for legitimate medical research by an accredited institution.

(b) Proof of sterilization. Upon request by an animal control officer, the owner shall provide written proof from a licensed veterinarian that a cat has been sterilized or qualifies for an exemption under subsection (a).

(c) Breeder's permit.

(1) A breeder's permit may be obtained from the animal control authority upon payment of an annual fee as established by resolution and submission of:

- a. Proof that the applicant is engaged in legitimate breeding activities;
- b. Proof of current rabies vaccinations for all breeding cats;
- c. Proof that the breeding premises meets all health and safety standards;
- d. Agreement to allow inspections by animal control officers.

(2) Breeder's permits are valid for one year and must be renewed annually.

(3) Holders of breeder's permits shall maintain records of all breeding activities, sales, and transfers for a minimum of three years.

(d) Enforcement. Owners who acquire unsterilized cats shall have 60 days from the date of acquisition or from the cat reaching six months of age, whichever is later, to comply with this section.

Sec. 6-X. Cat Confinement and Control.

(a) Confinement required during certain hours. All cats shall be confined to their owner's property or under direct control of their owner or custodian between the hours of 10:00 p.m. and 6:00 a.m.

(b) Control methods. A cat is considered under control when:

(1) Confined within the owner's residence or other building on the owner's property;

(2) Confined within a secure outdoor enclosure (catio) on the owner's property from which the cat cannot escape;

(3) On a leash or harness and under the direct supervision of a responsible person; or

(4) Within the confines of a vehicle.

(c) Limit on free-roaming cats. No owner shall allow more than two cats to roam freely off the owner's property during permitted hours (6:00 a.m. to 10:00 p.m.).

(d) Prohibition on abandonment. No person shall abandon any cat within the city. Cats shall be considered abandoned if left without adequate food, water, or shelter for 24 hours or more, or if left on public or private property without the property owner's consent.

Sec. 6-X. Feral and Community Cat Management.

(a) Definitions. For purposes of this section:

(1) "Feral cat" means an untamed cat that has no owner, is unsocialized to humans, and is living in a wild state.

- (2) "Community cat" means a feral cat that is part of a managed colony.
- (3) "Cat colony" means a group of three or more community cats that congregate together in a particular location.
- (4) "Colony caretaker" means a person who provides food, water, or shelter to a cat colony and participates in a trap-neuter-return program.
- (b) Colony caretaker registration.
- (1) Any person acting as a colony caretaker shall register with the animal control authority and provide:
- a. Name, address, and contact information;
 - b. Location of the colony;
 - c. Estimated number of cats in the colony;
 - d. Proof of participation in a trap-neuter-return program;
 - e. Registration fee as established by resolution.
- (2) Registration shall be renewed annually.
- (c) Colony management requirements. Colony caretakers shall:
- (1) Ensure all cats are spayed or neutered, vaccinated against rabies, and ear-tipped for identification;
 - (2) Provide adequate food and water in a sanitary manner;
 - (3) Remove and properly dispose of food, containers, and waste after feeding;
 - (4) Make reasonable efforts to find adoptive homes for socialized cats and kittens;
 - (5) Maintain records of all cats in the colony including sterilization and vaccination status;
 - (6) Cooperate with animal control investigations and inspections;
 - (7) Not establish or maintain a colony within 200 feet of a school, daycare facility, restaurant, or food service establishment;
 - (8) Obtain written permission from the property owner if the colony is on private property.
- (d) Feeding stations. Feeding stations for community cats shall:
- (1) Be located on private property with the owner's written consent, or on public property with written approval from the city;
 - (2) Be kept clean and sanitary;
 - (3) Not create a public nuisance;

(4) Not be located within 50 feet of any neighboring residence without that resident's written consent.

(e) Exemptions. Community cats that are part of a registered colony managed according to this section are exempt from:

- (1) Registration requirements under Sec. 6-X;
- (2) Restraint requirements under Sec. 6-5 and 6-X;
- (3) At-large restrictions.

(f) Trap-Neuter-Return programs. The city may authorize and cooperate with qualified animal welfare organizations to implement trap-neuter-return programs for feral cats.

Sec. 6-X. Cat Limit.

(a) Residential limit. No person shall keep, harbor, or maintain more than four cats over the age of four months on any residential premises within the city, unless:

- (1) The person holds a valid commercial kennel license or pet shop license;
- (2) The person holds a valid foster care permit under subsection (c);
- (3) The person holds a valid breeder's permit under Sec. 6-X; or
- (4) An exception is granted by the city council under subsection (b).

(b) Exceptions. The city council may grant exceptions to the four-cat limit upon finding that:

- (1) The applicant can demonstrate ability to properly care for additional cats;
- (2) The premises are adequate in size and facilities;
- (3) No public nuisance will result;
- (4) Neighboring property owners within 200 feet have been notified and given opportunity to comment.

(c) Foster care permit.

- (1) A foster care permit may be issued to individuals working with recognized animal rescue organizations to temporarily care for cats pending adoption.
- (2) Foster care permits allow up to eight cats on the premises.
- (3) Foster care permits require:
 - a. Sponsorship by a recognized animal rescue organization;
 - b. Proof that all fostered cats are spayed/neutered or scheduled for sterilization;

- c. Proof of current rabies vaccinations;
- d. Annual renewal.

Sec. 6-X. Mandatory Microchipping.

- (a) Microchip required. All cats registered within the city shall be implanted with a microchip meeting ISO standards by a licensed veterinarian or authorized animal welfare organization.
- (b) Compliance timeline. Owners shall comply with this requirement:
 - (1) Within 30 days of initial registration; or
 - (2) For cats registered prior to the effective date of this section, within 90 days of the effective date.
- (c) Proof required. Upon request by an animal control officer, the owner shall provide proof of microchip implantation.
- (d) Updated information. Owners shall maintain current contact information in the microchip registry and notify the registry within ten days of any change in address, phone number, or ownership.

Sec. 6-X. Indoor Cat Shelter Requirements.

For cats kept primarily indoors, owners shall provide:

- (a) Adequate space appropriate for the number and size of cats;
- (b) Clean litter boxes in sufficient number (minimum one per cat plus one additional);
- (c) Adequate ventilation and temperature control;
- (d) Opportunities for exercise and environmental enrichment;
- (e) Separate areas for feeding, sleeping, and elimination;
- (f) Regular cleaning to prevent unsanitary conditions and odors.

Sec. 6-X. Cat-Specific Nuisances.

In addition to the nuisances described in Sec. 6-38, it shall be unlawful for a cat owner to allow:

- (a) Litter box waste. Cat litter or waste to be disposed of in a manner that creates offensive odors or unsanitary conditions affecting neighboring properties.
- (b) Property damage. Cats to repeatedly damage gardens, landscaping, or property of others.

(c) Excessive numbers. Cats to be kept in numbers or conditions that constitute hoarding, defined as:

- (1) Keeping more than 15 cats on any premises; and
- (2) Failure to provide adequate nutrition, sanitation, shelter, or veterinary care; and
- (3) Denial of the magnitude of the problem or its impact on the cats' health and welfare.

AMENDMENTS TO EXISTING SECTIONS

Amendment to Sec. 6-2 (Definitions) - Add:

Cat colony - See Sec. 6-X(a)(3).

Colony caretaker - See Sec. 6-X(a)(4).

Community cat - See Sec. 6-X(a)(2).

Feral cat - See Sec. 6-X(a)(1).

Trap-neuter-return (TNR) - A program in which feral cats are humanely trapped, evaluated, sterilized, vaccinated, ear-tipped, and returned to their original location.

Amendment to Sec. 6-140 (Domestic animals number restricted) - Revise to read:

"It shall be a violation of this article for any owner, heir to real property or person in charge or in control of any property within the city limits to allow or keep more than four domestic animals on any premises unless operating a duly licensed kennel or pet shop. Cat limits are specifically addressed in Sec. 6-X. Exceptions to this requirement may be granted by the city council when conditions are deemed appropriate. References to dogs and domestic animals only refer to animals older than three four months of age."

Sec. 6-X. Penalties for Cat-Related Violations.

(a) Violation of any provision in Sections 6-X through 6-X shall constitute a civil infraction subject to the following penalties:

- (1) First violation: Warning or fine up to \$100**
- (2) Second violation within 12 months: Fine of \$100-\$250**
- (3) Third violation within 12 months: Fine of \$250-\$500**
- (4) Fourth or subsequent violation within 12 months: Fine up to \$500 and/or mandatory surrender of cats exceeding legal limits**

(b) Each day a violation continues shall constitute a separate offense.

(c) In addition to fines, the court may order:

- (1) Mandatory sterilization of cats at owner's expense;
- (2) Prohibition on owning or harboring cats for a specified period;
- (3) Mandatory compliance with all registration and licensing requirements;
- (4) Reimbursement of impoundment and care costs.

You are invited to a Zoom webinar!
When: March 10, 2026 at 05:00 PM Central Time (US and Canada)
Topic: Regular Council Meeting

Join from PC, Mac, iPad, or Android:
<https://us02web.zoom.us/j/84626888694>

Phone one-tap:
+13017158592,,84626888694# US (Washington DC)
+13052241968,,84626888694# 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
+1 386 347 5053 US
+1 507 473 4847 US
+1 564 217 2000 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)
+1 346 248 7799 US (Houston)
+1 360 209 5623 US
Webinar ID: 846 2688 8694