



**City of Chipley
City Council Meeting**

February 11, 2025 at 5:00 PM

City Hall - 1442 Jackson Avenue, Chipley, FL 32428

AGENDA

A. CALL TO ORDER

B. PRAYER AND PLEDGE

C. APPROVAL OF AGENDA

D. CITIZENS REQUEST

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

E. APPROVAL OF MINUTES

1. Regular Council Meeting - January 14, 2025

F. CONSENT AGENDA

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

G. AGENDA ITEMS

1. **Ordinance No. 991 (Public Hearing)** - Amendment to Chapter 30 - Signs

- [2.](#) **Resolution No. 25-22** - Chipola Area Habitat for Humanity - Kevin Yoder, Executive Director
- [3.](#) **Resolution No. 25-23** - Chipola Area Habitat for Humanity - Kevin Yoder, Executive Director
- [4.](#) **Award of Bid No. 2025-02** - City Hall Front Entrance and Restroom Renovations
- [5.](#) **Award of Bid No 2025-03** – Chipley Mongoven Building – Phase 2
- [6.](#) **Award of Bid No. 2025-04** - Citywide Flooding Resiliency Improvements
- [7.](#) **Award of RFQ No 2025-02** - Professional Engineering Services Contract - Old Chipley City Hall - Phase II
- [8.](#) **Affirmation of Finance Director**
- [9.](#) **Tower Lease Agreement** – Cellco Partnership d/b/a Verizon Wireless
- [10.](#) **Professional Engineering Continuing Services Agreement Task Order** – Chipley Clean Water SRF Facilities Plan Study – Mott MacDonald Florida, LLC
- [11.](#) **Professional Engineering Continuing Services Agreement Task Order** – Chipley Drinking Water SRF Facilities Plan Study - Mott MacDonald Florida, LLC

H. OTHER BUSINESS

I. ADJOURN

J. ZOOM

- [1.](#) ZOOM Information

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

City of Chipley
Council Meeting
Minutes
January 14, 2025 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

Present Via ZOOM:

Mrs. Michelle Jordan, City Attorney

Others Present Were:

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

Ms. Sherry Snell, City Clerk
 Mr. Michael Richter, Police Chief
 Mr. Jimmy Cook, Water Utilities Director
 Mr. Brock Tate, Recreation Director

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

A. CALL TO ORDER

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

B. PRAYER AND PLEDGE

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

C. APPROVAL OF AGENDA

Mayor Andrews added #5 – Blackburn Building – Jennifer Corbitt; added #6 – Traffic Study.

A motion was made by Council Member Russell and seconded by Council Member Cain 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 welcomed and appreciated.

Bishop John McMillion - 3639 Blaine Drive, Marianna, FL stated he has recently established a new Truth and Prayer Church at 1247 East Church Avenue in Chipley, FL. He has talked with the Planning & Zoning office and has been made aware of possible parking issues. He is seeking a waiver of the paving ordinance. Mayor Andrews stated city staff would look into the matter and respond back to him.

E. APPROVAL OF MINUTES

1. Regular Council Meeting – November 12, 2024
2. Special Council Meeting – November 26, 2024
3. Special Council Workshop – December 16, 2024
4. Special Council Meeting – December 16, 2024
5. Special Council Meeting – December 30, 2024

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

F. DEPARTMENT REPORTS

1. Attorney Report – Michelle Jordan. There were no questions. No further discussion.
2. CRA Report – Leah Pettis. There were no questions. No further discussion.
3. Fire Department Report – Chief Hunter Aycock. Chief Aycock stated they were very busy in December. Tanker 2 is back in service and they are working on Brush 1. The monument for the fire department will not have names or years, but will honor all firemen. We didn't want to miss anyone and felt this would be the best way to honor everyone. Discussion ensued.
4. Code Enforcement Report – Tamara Donjuan. Mr. Russell asked about the property located at 1278 Holley Avenue. Attorney Jordan stated they are in the process of doing constructive service on the heirs which will take several months. Discussion ensued.
5. Planning & Zoning Report – Tamara Donjuan. There were no questions. No further discussion.
6. Police Department Report – Chief Michael Richter. Mr. Russell asked how many officers the department was short. Chief Richter stated two, but he is in the process of hiring for those positions. December was busy with the parade, festival, and movie night in addition to security details. We received the body cameras and have them going, and we are installing the new radar units now. Mayor Andrews stated we submitted all the information to the Legislative delegation process for equipment needed. Mrs. Tanner stated the total we submitted for the Police Department equipment was \$468,000. Discussion ensued.
7. Public Works Department Report – Guy Lane. There were no questions. No further discussion.
8. Recreation Department Report – Brock Tate. Mr. Tate stated cheerleading has started. No further discussion.
9. Water Utilities Department Report – Jimmy Cook. There were no questions. No further discussion.
10. Finance Department Report – Patrice Tanner. Mrs. Tanner stated all was going well. I will be doing interviews for the Finance Director this week and next. No further discussion.
11. City Administrator Report – Patrice Tanner. Mrs. Tanner stated there was one grant not included, the Assistance to Firefighters Grant for the tanker truck in the amount of \$650,000. We are looking at a few other grants as well. Mayor Andrews asked about the drive thru window being down.

Mrs. Tanner stated we have a quote for repairs in the amount of a little over \$11,000. We were planning on replacing the drive thru with the utility kiosk this year. I am waiting on a glass company to come by and see if we can install an opening in the glass to be able to make payments, but also have a locking device to keep the building secure. This might be a cheaper temporary alternative. Discussion ensued.

G. PRESENTATIONS

1. **ChIPLEY Christmas Fest Parade Contest Winners** – Heather Lopez. Mrs. Lopez presented trophies to the winners of the parade floats as follows:

Mayors Holiday Showstopper – Poplar Springs Queens
 3rd Place – First Baptist Church
 2nd Place – Washington County Livestock Club
 1st Place – Wausau Assembly of God

2. **Presentation of the Chipley Christmas House Decoration Awards. Mayor Andrews and the City Council presented plaques to the Christmas House Decoration Award Winners as follows:**

Paul Riley #AllForPaul – 863 Earl Street
 Thomas & Amanda Hall – 764 3rd Street
 Edgar & Tamara Donjuan – 769 3rd Street

Mayor Andrews read the plaque as follows: Your “Chipley Pride” shows by the appearance of your Christmas decorations. The care you devoted to your grounds not only makes your neighborhood look good, but it inspires others to follow. We commend you for showing your Christmas spirit in helping make Chipley a nicer more attractive place in which to live.

The Mayor and Council thanked each of the award winners. No further discussion.

K. CONSENT AGENDA ITEMS

1. **Resolution No. 25-17** – Capital City Bank Loan – Police Department
2. **Resolution No. 25-18** – Capital City Bank Loan – Police Department
3. **Award of RFQ No. 2025-01** - Bennett Drive Resurfacing Project
4. **Award of RFQ No. 2025-02** - Old Chipley City Hall Phase II
5. **Request for Development Order and Certificate of Appropriateness** - 1012 Main Street - First Federal Bank of Chipley
6. **Request for a Variance for a Development Order and Certificate of Appropriateness** - 1238 Main Street - Summit Locations, LLC

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

L. AGENDA ITEMS

1. **Ordinance No. 991 (First Reading)** - Amendment to Chapter 30 – Signs. Mrs. Tanner explained this Ordinance, if approved, will approve an Amendment to Chapter 30 – Signs to change the spacing of permanent outdoor advertising signs from no closer than 1,000 feet to no closer than

750 feet from any other permanent outdoor advertising sign on either side of the thoroughfare to which the permanent advertising sign is directed. Mrs. Tanner read the Ordinance by title:

ORDINANCE NO. 991

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

Ms. McCall asked about regulating the brightness of the signs. Mrs. Tanner stated she understood some businesses could make the adjustments themselves. Mr. Thomas Lancaster, Planning & Zoning Commission Chairman, stated that was discussed in the last Planning & Zoning meeting. A company representative had stated at the last meeting that most signs have the ability to be dimmed or brightened. Discussion ensued.

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

2. **Code Enforcement Case** – 499 Martin Luther King Drive. Attorney Jordan stated the property located at 499 Martin Luther King Drive has been accruing fines of \$75 per day since January 3, 2023. The total fines as of January 14, 2024 are \$28,200.00. The property is still not in compliance, has title issues and there is a potential homestead claim. There are different options with nuisance abatement being one where the city could go in and clean up. Mrs. Tanner stated we could get quotes on the clean-up to bring into compliance. Discussion ensued.

A motion was made by Council Member McCall and seconded by Council Member Cain to proceed with the Nuisance Abatement process. The motion passed unanimously.

3. **Farmer's Market & Gazebo Rental** – Cornerstone New Life Fellowship. Mrs. Tanner stated cornerstone New Life Fellowship would like to hold a community outreach event on Saturday, March 1, 2025 at the Farmer's Market from 2:00 p.m. – 6:00 p.m. The church will give out free popcorn, there will be food trucks and vendors selling items and gospel music. Insurance is pending council approval. Discussion ensued.

A motion was made by Council Member Russell and seconded by Council Member Cain to approve the Farmer's Market & Gazebo Rental for Cornerstone New Life Fellowship. The motion passed unanimously.

4. **Pomeroy Foundation Historical Marker** – Old City Hall Building. Heather Lopez explained the marker would preserve history, educate the public, encourage pride of place and promote historic tourism. A marker grant from the William G. Pomeroy foundation would pay for the entire cost of the marker, the pole and shipping. Discussion ensued.

A motion was made by Council Member McCall and seconded by Council Member Blount to approve the historical marker. The motion passed unanimously.

5. **Blackburn Building** – Jennifer Corbitt. Mrs. Corbitt explained a mural would reflect both aesthetic values and the city's heritage. The CRA grant has been approved for painting and the cost is the same for paint or a mural. The concept would be created and the design could be brought back for council approval. Discussion ensued.

A motion was made by Council Member McCall and seconded by Council Member Cain to approve the concept of a mural for the Blackburn building and for the actual design to be brought back for approval. The motion passed unanimously.

6. **Traffic Study** – Discussion. Mrs. Tanner explained she has received some complaints on the city moving forward with a traffic study on just one street. Other streets suggested are Church Avenue from 2nd Street to Pecan Street, 5th Street from SR 90 to South Boulevard. These streets are in the area where children play in city parks. Brent Melvin discussed options for radar studies using an off duty officer. Mayor Andrews stated 5th Street from Church Avenue to Old Bonifay Road has already been approved for the study.

Council Member Cain made a motion to not do a study at all. The motion died for lack of a second.

Attorney Jordan explained you could use a petition process which requires a certain number or percentage of people that live on the street. Mrs. Tanner stated this process is in our current Speed Hump Policy and requires five signatures from the owners of five separate properties in the neighborhood. Attorney Jordan stated other cities charge a petition fee to help reduce costs. Discussion ensued.

Council Member Cain made a motion to rescind the motion made at the Special Council Meeting on December 30, 2024 to do a study on 5th Street from Old Bonifay Road to Church Avenue. The motion passed with four (4) ayes and one (1) naye, with Council Member McCall opposed.

Council Member Russell made a motion to amend the current Speed Hump Policy to a requirement of 51% of citizens, one person per property, on the street and for the citizens to pay 20% of the study. The motion passed unanimously.

I. **OTHER BUSINESS**

There was no other business.

J. **ADJOURN**

The meeting was adjourned by Mayor Andrews at 7:05 p.m.

City of Chipley

Attest:

Tracy L. Andrews, Mayor

Sherry Snell,
City Clerk

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Resolution No. 25-19 – Public Records Exemption

MEETING DATE

Tuesday, February 11, 2025

PREPARED BY

Patrice Tanner, City Administrator

SUMMARY

This resolution will approve a public records exemption for Municipal Clerks and employees who perform municipal elections work.

The FACC Board of Directors is considering how to pursue state legislation to provide a public records exemption for the personal information of current Municipal Clerks and employees who perform municipal elections work. Many municipal staff who perform duties that include, or result in, investigations into complaints regarding election fraud, legal enforcement of hearings related to neglect or abuse, or other activities that could lead to a criminal prosecution are exposed to threats and other acts of violence.

RECOMMENDATION

City Staff recommend approval of Resolution No. 25-19.

ATTACHMENTS

1. Resolution No. 25-19

RESOLUTION NO. 25-19**A RESOLUTION OF THE CITY OF CHIPLEY, FLORIDA, URGING THE FLORIDA STATE LEGISLATURE TO ENACT LEGISLATION TO PROVIDE A PUBLIC RECORDS EXEMPTION FOR MUNICIPAL CLERKS AND EMPLOYEES WHO PERFORM MUNICIPAL ELECTIONS WORK OR HAVE ANY PART IN CODE ENFORCEMENT FUNCTIONS OF A CITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, many municipal staff who perform duties that include, or result in, investigations into complaints regarding election fraud, legal enforcement of hearings that could lead to a criminal prosecution or code enforcement actions are exposed to threats and other acts of violence; and

WHEREAS, municipal clerks often administer elections and some election workers have been targeted for threats and violence due to the nature of materials they are responsible for; and

WHEREAS, municipal clerks are often involved in legal enforcement proceedings in actions related to violations of codes and ordinances and, occasionally, these proceedings have led to retaliation and threats by defendants; and

WHEREAS, currently public records exemptions in Florida include those for local personnel who either investigate, enforce or otherwise provide a service that can result in contentious interactions when action is taken and municipal clerks and their staffs fall within the need for a window for greater protection; and

WHEREAS, the Florida Association of City Clerks is very concerned for the safety and well-being of the municipal clerks and their staffs who serve the public on a daily basis and are, oftentimes, the first contact of citizens with cities; and

WHEREAS, the City of Chipley has complied with all requirements and procedures of Florida law in processing and adopting this Resolution.

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

1. The City Council of the City of Chipley hereby adopts the recitals set forth in this Resolution (whereas clauses) as the legislative findings of the City Council.

2. The Mayor and City Council of the City of Chipley, Florida, hereby urges and encourages the Florida State Legislature to enact legislation to provide a public records exemption for municipal clerks and employees who perform municipal elections work or have any part in code enforcement functions of a municipality.

3. The City of Chipley is hereby directed and authorized to send a certified copy of this Resolution to Governor Ron DeSantis, Senator Jay Trumbull and Representative Shane Abbott, and the Florida League of Cities (FLC).

4. This Resolution shall take effect immediately upon its adoption.

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

City of Chipley

ATTEST:

Tracy L. Andrews, Mayor

Sherry Snell,
City Clerk

DRAFT

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Resolution No. 25-20 – Amendment to the City of Chipley Speed Hump Policy

MEETING DATE

Tuesday, February 11, 2025

PREPARED BY

Patrice Tanner, City Administrator

SUMMARY

This resolution will amend the City of Chipley Speed Hump Policy to add the following:

- A petition form for obtaining neighborhood consensus will require a minimum of 51% of the property owners within the affected area being in favor of the proposed speed humps. This will include one vote for each parcel.
- The individuals on the street will have to pay a petition fee in the amount of 20% of the cost of the study, the city will pay 80% of the total cost

RECOMMENDATION

City Staff recommend approval of Resolution No. 25-20.

ATTACHMENTS

1. Resolution No. 25-20
2. City of Chipley Speed Hump Policy

RESOLUTION NO. 25-20

A RESOLUTION AMENDING THE CITY OF CHIPLEY SPEED HUMP POLICY; PROVIDING FOR DISTRIBUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Chipley City Council recognizes that properly placed and designed speed humps are an effective tool for reducing vehicular speeds and discouraging cut through traffic on residential streets; and

WHEREAS, it has been determined that a need exists for the City Council to amend the City of Chipley Speed Hump Policy and Procedures for Residential Areas; and

WHEREAS, it is the desire of the City Council to amend the policy to enhance the operating efficiency of the city;

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

1. The changes to the City of Chipley Speed Hump Policy, attached hereto as Exhibit “A”, are hereby adopted.
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 11th day of February, 2025.

City of Chipley

ATTEST:

Tracy L. Andrews, Mayor

Sherry Snell,
City Clerk

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Resolution No. 25-21 – Florida Department of Commerce Rural Infrastructure Fund (RIF) Grant Agreement – Brickyard Road Wastewater Project

MEETING DATE

Tuesday, February 11, 2025

PREPARED BY

Patrice Tanner, City Administrator

SUMMARY

This resolution will approve the grant agreement with the Florida Department of Commerce for a Rural Infrastructure Fund (RIF) Grant in the amount of \$295,000.00 for the Brickyard Wastewater Project to spur economic development and tourism.

RECOMMENDATION

City Staff recommend approval of Resolution No. 25-21.

ATTACHMENTS

1. Resolution No. 25-21
2. Grant Agreement

RESOLUTION NO. 25-21

A RESOLUTION BY THE CHIPLEY CITY COUNCIL, CHIPLEY FLORIDA, APPROVING A GRANT AGREEMENT WITH THE STATE OF FLORIDA, DEPARTMENT OF COMMERCE FOR A RURAL INFRASTRUCTURE FUND (RIF) GRANT FOR IMPROVEMENTS TO THE CITY'S SANITARY WASTEWATER SYSTEM; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida has established the Rural Infrastructure Fund Program and it has been determined the City of Chipley is eligible for certain funds under this program; and

WHEREAS, the City of Chipley has identified the following project as pertinent to economic development:

City of Chipley Sanitary Wastewater Improvements Project. This effort will pursue improvements to the City's sanitary sewer system along Brickyard Road, beginning at State Road 77 to Hoyt Street, at Kate M. Smith Elementary School.

WHEREAS, the City Administrator has authority and rights to execute all required grant related agreement documents in the absence of the Mayor.

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

1. The City of Chipley hereby authorizes the agreement for the State of Florida, Department of Commerce, Rural Infrastructure Fund (RIF) Grant, for the Sanitary Wastewater Improvements Project in the amount of \$295,000.00.
2. That the City Administrator is hereby authorized to execute all documents required in connection with the filing of said application.

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

CITY OF CHIPLEY

ATTEST:

Tracy L. Andrews, Mayor

Sherry Snell,
City Clerk

**GRANT AGREEMENT
BETWEEN THE
STATE OF FLORIDA
DEPARTMENT OF COMMERCE
AND
CITY OF CHIPLEY, FLORIDA**

THIS GRANT AGREEMENT NUMBER D0299 (“Agreement”) is made and entered into by and between the State of Florida, Department of Commerce (“Commerce”), and the City of Chipley, Florida, a unit of general local government (“Grantee”). Commerce and Grantee are sometimes referred to herein individually as a “Party” and collectively as “the Parties.”

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

- Attachment 1: Scope of Work
- Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements
- Attachment 3: Audit Compliance Certification

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

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

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

A. AGREEMENT PERIOD

This Agreement is effective December 6, 2024 (the “Effective Date”) and shall continue until earlier to occur of: (a) December 6, 2026 (the “Expiration Date”) or (b) the date on which either Party terminates this Agreement (the “Termination Date”). The period of time between the Effective Date and the Expiration Date or Termination Date is the “Agreement Period.”

B. FUNDING

This Agreement is a Cost Reimbursement Agreement. Commerce shall pay Grantee up to **Two Hundred Ninety-Five Thousand Dollars and Zero Cents (\$295,000.00)** in consideration for Grantee’s performance under this Agreement. Commerce shall not provide Grantee an advance of Award Funds under this Agreement. Travel expenses are not authorized under this Agreement. Commerce shall not pay Grantee’s costs related to this Agreement incurred outside of the Agreement Period. In conformity with s. 287.0582, F.S., the State of Florida and Commerce’s performance and obligation to pay any Award Funds under this Agreement is

contingent upon an annual appropriation by the Legislature. Commerce shall have final unchallengeable authority as to both the availability of funds and what constitutes an “annual appropriation” of funds. Grantee shall not expend Award Funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency. Grantee shall not expend Award Funds to pay any costs incurred in connection with any defense against any claim or appeal of the State of Florida or any agency or instrumentality thereof (including Commerce); or to pay any costs incurred in connection with the prosecution of any claim or appeal against the State of Florida or any agency or instrumentality thereof (including Commerce), which Grantee instituted or in which Grantee has joined as a claimant. Grantee shall either: (i) maintain Award Funds in a separate bank account, or (ii) expressly designate in Grantee’s business records and accounting system that the Award Funds originated from this Agreement. Grantee shall not commingle Award Funds with any other funds. Commerce may refuse to reimburse Grantee for purchases made with commingled funds. Grantee’s costs must be in compliance with all laws, rules, and regulations applicable to expenditures of State funds, including the Reference Guide for State Expenditures.

<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>

C. ELECTRONIC FUNDS TRANSFER

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

D. MODIFICATION

If, in Commerce’s sole and absolute determination, changes to this Agreement are necessitated by law or otherwise, Commerce may at any time, with written notice of all such changes to Grantee, modify this Agreement within its original scope and purpose. Grantee shall be responsible for any due diligence necessary to determine the impact of the modification. Any modification of this Agreement requested by Grantee must be in writing and duly signed by all Parties in order to be enforceable.

E. AUDIT REQUIREMENTS AND COMPLIANCE

1. Section 215.971, Florida Statutes (“F.S.”). Grantee shall comply with all applicable provisions of s. 215.97, F.S., and Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements. Grantee shall perform the deliverables and tasks set forth in Attachment 1, Scope of Work. Grantee may only expend Award Funds for allowable costs resulting from obligations incurred during the Agreement Period. Grantee shall refund to Commerce any: (1) balance of unobligated Award Funds which have been advanced or paid to Grantee; or (2) Award Funds paid in excess of the amount to which Grantee is entitled under the terms and conditions of this Agreement and Attachments hereto, upon expiration or termination of this Agreement.

2. Audit Compliance. Grantee understands and shall comply with the requirements of s. 20.055(5), F.S. Grantee agrees to reimburse the State for the reasonable costs of investigation the Inspector General or other authorized State official incurs for investigations of Grantee’s compliance with the terms of this or any other agreement between the Grantee and the State which results in the suspension or debarment of Grantee.

Grantee shall not be responsible for any costs of investigations that do not result in Grantee's suspension or debarment.

F. RECORDS AND INFORMATION RELEASE

1. Records Compliance. Commerce is subject to the provisions of chapter 119, F.S., relating to public records. Any document Grantee submits to Commerce under this Agreement may constitute public records under the Florida Statutes. Grantee shall cooperate with Commerce regarding Commerce's efforts to comply with the requirements of chapter 119, F.S. Grantee shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S., for records made or received by Grantee in connection with this Agreement. Grantee shall immediately notify Commerce of the receipt and content of any request by sending an e-mail to PRRequest@commerce.fl.gov within one business day after receipt of such request. Grantee shall indemnify, defend, and hold Commerce harmless from any violation of Florida's public records laws wherein Commerce's disclosure or nondisclosure of any public record was predicated upon any act or omission of Grantee. As applicable, Grantee shall comply with s. 501.171, F.S. Commerce may terminate this Agreement if Grantee fails to comply with Florida's public records laws. Grantee shall allow public access to all records made or received by Grantee in connection with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution or s. 119.07(1), F.S.

2. Identification of Records. Grantee shall clearly and conspicuously mark all records submitted to Commerce if such records are confidential and exempt from public disclosure. Grantee's failure to clearly mark each record and identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to delivery of the record to Commerce serves as Grantee's waiver of a claim of exemption. Grantee shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for as long as those records are confidential and exempt pursuant to Florida law. If Commerce's claim of exemption asserted in response to Grantee's assertion of confidentiality is challenged in any court of law, Grantee shall defend, assume, and be responsible for all fees, costs, and expenses in connection with such challenge.

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

4. Audit Rights. Representatives of the State of Florida, Commerce, the State Chief Financial Officer, the State Auditor General, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of

Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

5. Single Audit Compliance Certification. Annually, within 60 calendar days of the close of Grantee's fiscal year, Grantee shall electronically submit a completed Audit Compliance Certification (a version of this certification is attached hereto as Attachment 3) to audit@commerce.fl.gov. Grantee's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement for all agreements between Commerce and Grantee.

6. Ensure Compliance. Grantee shall ensure that any entity which is paid from, or for which Grantee's expenditures will be reimbursed by, Award Funds, is aware of and will comply with the aforementioned audit and record keeping requirements.

7. Contact Custodian of Public Records for Questions. IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-7140, via e-mail at PRRequest@commerce.fl.gov, or by mail at Florida Department of Commerce, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.

G. TERMINATION AND FORCE MAJEURE

1. Termination due to Lack of Funds: In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, Commerce may terminate this Agreement upon no less than 24 hour written notice to Grantee. Commerce shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, Grantee will be paid for any work satisfactorily completed prior to notification of termination. The lack of funds shall not constitute Commerce's default under this Agreement.

2. Termination for Cause: Commerce may terminate the Agreement if Grantee fails to: (1) deliver the services within the time specified in the Agreement or any extension; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term of the Agreement; or (4) abide by any statutory, regulatory, or licensing requirement. The rights and remedies of Commerce in this clause are in addition to any other rights and remedies provided by law or under the Agreement. Grantee shall not be entitled to recover any cancellation charges or lost profits.

3. Termination for Convenience: Commerce, by written notice to Grantee, may terminate this Agreement in whole or in part when Commerce determines in Commerce's sole and absolute discretion that it is in Commerce's interest to do so. Grantee shall not provide any deliverable pursuant to Attachment 1: Scope of Work after it receives the notice of termination, except as Commerce otherwise specifically instructs Grantee in writing. Grantee shall not be entitled to recover any cancellation charges or lost profits.

4. Grantee's Responsibilities Upon Termination: If Commerce issues a Notice of Termination to Grantee, except as Commerce otherwise specifies in that Notice, Grantee shall: (1) Stop work under this Agreement on the date and to the extent specified in the notice; (2) complete performance of such part of the work Commerce does not terminate; (3) take such action as may be necessary, or as Commerce may specify, to protect and preserve any property which is in the possession of Grantee and in which Commerce has or may

acquire an interest; and (4) upon the effective date of termination, Grantee shall transfer, assign, and make available to Commerce all property and materials belonging to Commerce pursuant to the terms of this Agreement and all Attachments hereto. Grantee shall not receive additional compensation for Grantee's services in connection with such transfers or assignments.

5. Force Majeure and Notice of Delay from Force Majeure. Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Grantee believes is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, Grantee shall notify Commerce in writing of the delay or potential delay and describe the cause of the delay either: (1) within 10 calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section is a condition precedent to such remedy. Commerce, in its sole discretion, will determine if the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against Commerce. Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Commerce for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless Commerce determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Commerce or the State, in which case, Commerce may terminate the Agreement in whole or in part.

H. BUSINESS WITH PUBLIC ENTITIES

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

I. CONTINUING DISCLOSURE OF LEGAL PROCEEDINGS

Prior to execution of this Agreement, Grantee must disclose in a written statement to Commerce's Agreement Manager all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings (collectively "Proceedings") involving this Agreement. Thereafter, Grantee has a continuing duty to promptly disclose all Proceedings upon occurrence. This duty of disclosure applies to Grantee's or subcontractor's

officers and directors when any Proceeding relates to the officer or director's business or financial activities. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such. Grantee shall promptly notify Commerce's Agreement Manager of any Proceeding relating to or affecting the Grantee's or subcontractor's business. If the existence of such Proceeding causes the State concern about Grantee's ability or willingness to perform the Agreement, then upon Commerce's request, Grantee shall provide to Commerce's Agreement Manager all reasonable assurances that: (i) Grantee will be able to perform the Agreement in accordance with its terms and conditions; and (ii) Grantee and/or its employees, agents, or subcontractor(s) have not and will not engage in conduct in performing services for Commerce which is similar in nature to the conduct alleged in such Proceeding.

J. ADVERTISING AND SPONSORSHIP DISCLOSURE

1. Limitations on Advertising of Agreement. Commerce does not endorse any Grantee, commodity, or service. Subject to chapter 119, F.S., Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from Commerce, including, but not limited to mentioning this Agreement in a press release or other promotional material, identifying Commerce or the State as a reference, or otherwise linking Grantee's name and either a description of the Agreement or the name of Commerce or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual authorized distributors, dealers, resellers, or service representatives.

2. Disclosure of Sponsorship. As required by s. 286.25, F.S., if Grantee is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Commerce." If the sponsorship reference is in written material, the words "State of Florida, Department of Commerce" shall appear in the same size letters or type as the name of the organization.

K. RECOUPMENT OF FUNDS

1. Recoupment. Notwithstanding anything in this Agreement to the contrary, Commerce has an absolute right to recoup Award Funds. Commerce may refuse to reimburse Grantee for any cost if Commerce determines that such cost was not incurred in compliance with the terms of this Agreement. Commerce may demand a return of Award Funds if Commerce terminates this Agreement. The application of financial consequences as set forth in the Scope of Work is cumulative to any of Commerce's rights to recoup Award Funds. Notwithstanding anything in this Agreement to the contrary, in no event shall the application of any financial consequences or recoupment of Award Funds exceed the amount of Award Funds, plus interest.

2. Overpayments. If Grantee's (a) noncompliance with this Agreement or any applicable federal, state, or local law, rule, regulation or ordinance, or (b) performance or nonperformance of any term or condition of this Agreement results in: (i) an unlawful use of Award Funds; (ii) a use of Award Funds that doesn't comply with the terms of this Agreement; or (iii) a use which constitutes a receipt of Award Funds to which Grantee is not entitled (each such event an "Overpayment"), then Grantee shall return such Overpayment of Award Funds to Commerce.

3. Discovery of Overpayments. Grantee shall refund any Overpayment of Award Funds to Commerce within 30 days of Grantee's discovery of an Overpayment or receipt of notification from Commerce that an Overpayment has occurred. Commerce is the final authority as to what may constitute an Overpayment of Award Funds. Refunds should be sent to Commerce's Agreement Manager and made payable to the "Department of Commerce." Should repayment not be made in a timely manner, Commerce may

charge interest at the lawful rate of interest on the outstanding balance beginning 30 days after the date of notification or discovery.

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

L. INSURANCE

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

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

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

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

cancellation of coverage. Copies of new insurance certificates must be provided to Commerce's Agreement Manager with each insurance renewal.

M. CONFIDENTIALITY AND SAFEGUARDING INFORMATION

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

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

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

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

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

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

In the event of a breach of security concerning confidential personal information involved with this Agreement, Grantee shall comply with s. 501.171, F.S., as applicable. When notification to affected persons is required by statute, Grantee shall provide that notification, but only after receipt of Commerce's written approval of the contents of the notice. Defined statutorily, and for purposes of this Agreement, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal data. Good faith acquisition of personal information by an employee or agent of Grantee is not a breach, provided the

information is not used for a purpose unrelated to Grantee's obligations under this Agreement or is not subject to further unauthorized use.

N. PATENTS, COPYRIGHTS, AND ROYALTIES

1. All legal title and every right, interest, claim or demand of any kind, in and to any patent, trademark or copyright, or application for the same, or any other intellectual property right to, the work developed or produced under or in connection with this Agreement, is the exclusive property of Commerce to be granted to and vested in the Florida Department of State for the use and benefit of the state; and no person, firm or corporation shall be entitled to use the same without the written consent of the Florida Department of State. Any contribution by Grantee or its employees, agents or contractors to the creation of such works shall be considered works made for hire by Grantee for Commerce and, upon creation, shall be owned exclusively by Commerce. To the extent that any such works may not be considered works made for hire for Commerce under applicable law, Grantee agrees, upon creation of such works, to automatically assign to Commerce ownership, including copyright interests and any other intellectual property rights therein, without the necessity of any further consideration.

2. If any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Agreement, Grantee shall refer the discovery or invention to Commerce who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida.

3. Where activities supported by this Agreement produce original writings, sound recordings, pictorial reproductions, drawings, or other graphic representations and works of any similar nature Commerce has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to allow others acting on behalf of Commerce to do so. Grantee shall give Commerce written notice when any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced.

4. Notwithstanding any other provisions herein, in accordance with s. 1004.23, F.S., a State University is authorized in its own name to perform all things necessary to secure letters of patent, copyrights, and trademarks on any works it produces. Within 30 calendar days of same, the president of a State University shall report to the Department of State any such university's action taken to secure or exploit such trademarks, copyrights, or patents in accordance with s. 1004.23(6), F.S.

O. INFORMATION TECHNOLOGY RESOURCE

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

P. NONEXPENDABLE PROPERTY

1. For the requirements of this Nonexpendable Property section of the Agreement, "nonexpendable property" is the same as "property" as defined in s. 273.02, F.S., (equipment, fixtures, and other tangible personal property of a nonconsumable and nonexpendable nature).

2. All nonexpendable property, purchased under this Agreement, shall be listed on the property records of Grantee. Grantee shall inventory annually and maintain accounting records for all nonexpendable property

purchased and submit an inventory report to Commerce with the final expenditure report. The records shall include, at a minimum, the following information: property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), date of acquisition, and the current condition of the item.

3. At no time shall Grantee dispose of nonexpendable property purchased under this Agreement without the written permission of and in accordance with instructions from Commerce.

4. Immediately upon discovery, Grantee shall notify Commerce, in writing, of any property loss with the date and reason(s) for the loss.

5. Grantee shall be responsible for the correct use of all nonexpendable property Grantee purchases or Commerce furnishes under this Agreement.

6. A formal Agreement amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in Attachment 1: Scope of Work.

7. Upon the Expiration Date of this Agreement, Grantee is authorized to retain ownership of any nonexpendable property purchased under this Agreement; however, Grantee hereby grants to Commerce a right of first refusal in all such property prior to disposition of any such property during its depreciable life, in accordance with the depreciation schedule in use by Grantee. Grantee shall provide written notice of any such planned disposition and await Commerce's response prior to disposing of the property. "Disposition" as used herein, shall include, but is not limited to, Grantee no longer using the nonexpendable property for the uses authorized herein; the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property. Commerce, in its sole discretion, may require Grantee to refund to Commerce the fair market value of the nonexpendable property at the time of disposition rather than taking possession of the nonexpendable property.

Q. REQUIREMENTS APPLICABLE TO THE PURCHASE OF OR IMPROVEMENTS TO REAL PROPERTY

In accordance with s. 287.05805, F.S., if funding provided under this Agreement is used for the purchase of or improvements to real property, Grantee shall grant Commerce a security interest in the property in the amount of the funding provided by this Agreement for the purchase of or improvements to the real property for five years from the date of purchase or the completion of the improvements or as further required by law.

Upon the Expiration Date of the Agreement, Grantee shall be authorized to retain ownership of the improvements to real property set forth in this Agreement in accordance with the following: Grantee is authorized to retain ownership of the improvements to real property so long as: (1) Grantee is not sold, merged or acquired; (2) the real property subject to the improvements is owned by Grantee; and (3) the real property subject to the improvements is used for the purposes provided in this Agreement. If within five years of the termination of this Agreement, Grantee is unable to satisfy the requirements stated in the immediately preceding sentence, Grantee shall notify Commerce in writing of the circumstances that will result in the deficiency upon learning of it, but no later than 30 calendar days prior to the deficiency occurring. In such event, Commerce shall have the right, within its sole discretion, to demand reimbursement of part or all of the funding provided to Grantee under this Agreement.

R. CONSTRUCTION AND INTERPRETATION

The title, section, and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Agreement. The term "this Agreement" means this Agreement together with all attachments and exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof. The use in

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

S. CONFLICT OF INTEREST

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

T. GRANTEE AS INDEPENDENT CONTRACTOR

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

U. EMPLOYMENT ELIGIBILITY VERIFICATION – E-VERIFY

1. E-Verify is an Internet-based system that allows an employer, using information reported on an employee’s Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security’s E-Verify system can be found at: <https://www.e-verify.gov/>.
2. Section 448.095, F.S., requires the following:
 - a. Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
 - b. An employer shall verify each new employee’s employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8

C.F.R. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.

3. If an entity does not use E-Verify, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

V. NOTIFICATION OF INSTANCES OF FRAUD

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

W. NON-DISCRIMINATION

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

X. ASSIGNMENTS

Grantee shall not assign, subcontract, or otherwise transfer its rights, duties, or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of Commerce, which consent may be withheld in Commerce's sole and absolute discretion. Commerce is at all times entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida. Any attempted assignment of this Agreement or any of the rights hereunder by Grantee in violation of this provision shall be void *ab initio*.

Y. ENTIRE AGREEMENT; SEVERABILITY

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

Z. WAIVER; GOVERNING LAW; ATTORNEYS' FEES, DISPUTE RESOLUTION

1. Waiver. No waiver by Commerce of any of provision herein shall be effective unless explicitly set forth in writing and signed by Commerce. No waiver by Commerce may be construed as a waiver of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure by Commerce to exercise, or delay in exercising, any right, remedy, power or privilege under this Agreement may be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further

exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies set forth herein are cumulative and not exclusive.

2. Governing Law. The laws of the State of Florida shall govern the construction, enforcement, and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction. The Parties expressly consent to exclusive jurisdiction and venue in any state court located in Leon County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense. IN ANY LEGAL OR EQUITABLE ACTION BETWEEN THE PARTIES, THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.

3. Attorneys' Fees, Expenses. Except as set forth otherwise herein, each of the Parties shall pay its own attorneys' fees and costs in connection with the execution and delivery of this Agreement and the transactions contemplated hereby.

4. Dispute Resolution. Commerce shall decide disputes concerning the performance of the Agreement, and Commerce shall serve written notice of same to Grantee. Commerce's decision shall be final and conclusive unless within 21 calendar days from the date of receipt, Grantee files with Commerce a petition for administrative hearing. Commerce's final order on the petition shall be final, subject to any right of Grantee to judicial review pursuant to chapter 120.68, F.S. Exhaustion of administrative remedies is an absolute condition precedent to Grantee's ability to pursue any other form of dispute resolution; provided however, that the Parties may employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

AA. INDEMNIFICATION

If Grantee is a state agency or subdivision, as defined in s. 768.28(2), F.S., pursuant to s. 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.

1. Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees for that portion of any loss or damages the negligent act or omission of Commerce or the State proximately caused.

2. Further, Grantee shall fully indemnify, defend, and hold harmless the State and Commerce from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to Commerce's misuse or modification of Grantee's products or Commerce's operation or use of Grantee's products in a manner not contemplated by this Agreement. If any product is the subject of an infringement suit, or in Grantee's opinion is likely to become the subject of such a suit, Grantee may, at Grantee's sole expense, procure for Commerce the right to continue using the product or to modify it to become non-infringing. If Grantee is not reasonably able to modify or otherwise secure for Commerce the right to continue using the product, Grantee shall remove the product and refund Commerce the amounts paid in excess of a reasonable fee, as determined by Commerce in its sole and absolute discretion, for past use. Commerce shall not be liable for any royalties.

3. Grantee's obligations under the two immediately preceding paragraphs above, with respect to any legal action are contingent upon the State or Commerce giving Grantee: (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense, and (3) assistance in defending the action at Grantee's sole expense. Grantee shall not be liable for

any cost, expense, or compromise incurred or made by the State or Commerce in any legal action without Grantee’s prior written consent, which shall not be unreasonably withheld.

4. The State and Commerce may, in addition to other remedies available to them at law or equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of Grantee or its affiliates to the State against any payments due Grantee under any Agreement with the State.

BB. CONTACT INFORMATION FOR GRANTEE AND COMMERCE CONTACTS

Grantee’s Payee:	Grantee’s Agreement Manager:
City of Chipley	Patrice Tanner
1442 Jackson Avenue	1442 Jackson Avenue
Chipley, FL 32428	Chipley, FL 32428
850-638-6350	850-638-6350
ptanner@cityofchipley.com	ptanner@cityofchipley.com

Commerce’s Agreement Manager:
107 East Madison Street, Caldwell Building
Tallahassee, FL 32399
Telephone: 850-717-8424
Email: Bianna.mitchell@Commerce.fl.gov

CC. NOTICES

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

Rest of page left intentionally blank,
Attachments to follow after signature page.

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

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

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

OFFICE OF GENERAL COUNSEL
FLORIDA DEPARTMENT OF COMMERCE

By: _____
Approved Date: _____

ATTACHMENT 1 SCOPE OF WORK

1. PROJECT DESCRIPTION:

Section 288.0655, Florida Statutes (“F.S.”), created the Rural Infrastructure Fund (“RIF”) to facilitate the planning, preparing, and financing of infrastructure projects in rural communities which will encourage job creation, capital investment, and strengthening and diversification of rural economies by promoting tourism, trade, and economic development.

Section 288.0655(2)(b), F.S., provides that Commerce may award grants for up to 75 percent of the total infrastructure project cost, or up to 100 percent of the total infrastructure project cost for a project located in a rural community as defined in s. 288.0656(2) which is also located in a fiscally constrained county as defined in s. 218.67(1) or a rural area of opportunity as defined in s. 288.0656(2), in order to facilitate access to other infrastructure funding programs and local government or private infrastructure funding efforts that induce the location or expansion of specific job creating opportunities in rural communities.

The City of Chipley (“Grantee”) will use funding for design, engineering, and survey work needed to extend public sanitary sewer service approximately 5,500 linear feet along Brickyard Road. The project will include final design and engineering plans to extend the wastewater main, including design elements to accommodate the conversion of existing businesses from individual lift stations or septic to central sewer.

2. GRANTEE’S RESPONSIBILITIES: Grantee shall, in addition to all other requirements set forth in the Agreement and this Scope of Work, complete the following tasks:

- A. Survey Work
 - a. Complete surveys of approximately 5,500 linear feet along Brickyard Road.
 - b. Complete any geotechnical site investigations required prior to design and engineering.
- B. Design – Wastewater Main, Utility Relocation, Stormwater, and Roadway Resurfacing
 - a. Complete design and engineering of approximately 5,500 linear feet of PVC gravity main, 500 linear feet of 8-inch Jack & Bore, utility relocation, 1,600 linear feet of asphalt pavement repair/resurfacing, removal of abandoned lift stations, and design of the new force main.

3. COMMERCE’S RESPONSIBILITIES:

- A. Monitor the ongoing activities and progress of Grantee, as Commerce deems necessary, to verify that all activities are being performed in accordance with the Agreement;
- B. Perform Agreement management responsibilities as stated herein;
- C. Reply to reasonable inquiries pursuant to the Agreement;
- D. Review Grantee’s invoices for accuracy and thoroughness, and if accepted, process invoices on a timely basis; and
- E. Maintain paper or electronic copies of all documents submitted pursuant to Sections 5 and 6 of this Scope of Work.

4. DELIVERABLES: Grantee agrees to provide the following services as specified:

Deliverable No. 1 – Surveys		
Tasks	Minimum Level of Service	Financial Consequences
The Grantee shall provide survey activities as identified in Section 2.A , which shall be reimbursed upon satisfactory completion of an eligible task as detailed in this Scope of Work.	<p>The Grantee may request reimbursement upon completion of a minimum of one (1) Project Implementation Task listed in 2.A. evidenced by submittal of the invoice(s) noting completed tasks as well as timesheets, payroll and other supporting documentation, as applicable:</p> <p>1) Invoice package as defined by Section 6 of this scope of work.</p> <p>2) Copy of Geotechnical report, if required.</p> <p>3) Copy of Survey(s).</p>	<p>Failure to perform the Minimum Level of Service shall result in nonpayment for this deliverable for each payment requested.</p> <p>Commerce shall withhold 10% of the total deliverable amount until grantee provides proof to Commerce, and Commerce accepts, that the deliverable is 100% complete.</p>
Deliverable No. 1 Not to Exceed: \$25,000.00		
Deliverable No. 2 – Design		
Tasks	Minimum Level of Service	Financial Consequences
The Grantee shall provide Construction activities as identified in Section 2.B , which shall be reimbursed upon satisfactory completion of an eligible task as detailed in this Scope of Work.	<p>The Grantee may be allowed 30%, 60%, and 100% completed reimbursement upon completion of identified tasks in accordance with Section 2.B of this Scope of Work, evidenced by submission to Commerce's Agreement Manager of the following:</p> <p>1) Invoice package as defined by Section 6 of this scope of work.</p> <p>2) Copy of Final Designs, Site Plans, and Plans and Specifications.</p> <p>3) Copy of all required permits.</p> <p>4) Copy of City Commission Meeting minutes reflecting approval of construction contractor.</p>	<p>Failure to perform the Minimum Level of Service shall result in nonpayment for this deliverable for each payment requested.</p> <p>Commerce shall withhold 10% of the total deliverable amount until grantee provides proof to Commerce, and Commerce accepts, that the deliverable is 100% complete.</p>
Deliverable No. 2 Not to Exceed: \$270,000.00		
TOTAL AWARD NOT TO EXCEED: \$295,000.00		

COST SHIFTING: The deliverable amounts specified within the Deliverables section 4 table above are established based on the Parties' estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict Commerce's ability to approve and reimburse allowable costs Grantee incurred providing the deliverables herein. Prior written approval from Commerce's Agreement Manager is required for changes to the above Deliverable amounts that do not exceed **10%** of each deliverable total funding amount. Changes that exceed **10%** of each deliverable total funding amount will require a formal written amendment request from Grantee, as described in **MODIFICATION** section of the Agreement. Regardless, in no event shall Commerce reimburse costs of more than the total amount of this Agreement.

5. REPORTING:

5.1 Quarterly: Grantee shall provide a quarterly report listing all progress relating to the Deliverables in Section 4. Quarterly reports are due to Commerce within 30 calendar days after the end of each quarter, until submission of the final invoice package. The ending dates for each quarter of the program year are September 30, December 31, March 31, and June 30. The quarterly report shall include a summary of project progress, indicating percentage of completion of each Deliverable, and all additional reports which are required pursuant to this Agreement, including but not limited to, reports documenting the positive return on investment to the State that results from Grantee's project and its use of Award Funds. The summary shall also include any issues or events occurring which affect the ability of the Grantee to meet the terms of this Agreement. **If all required reports and copies are not sent to Commerce or are not completed in a manner acceptable to Commerce, payments may be withheld until the reports are properly completed or otherwise allowable by law.**

5.2 Minority and Service-Disabled Veteran Business Enterprise Report: Grantee shall provide a Minority and Service-Disabled Veteran Business Enterprise Report with each invoice summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors and material suppliers for that period and the project to date. Grantee shall include the names, addresses, and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant. Commerce's Minority Coordinator can be reached at (850) 245-7471 to answer concerns and questions.

5.3 Close-out Report: No later than 60 calendar days after the Agreement ends or is terminated, Grantee shall provide copies of all paid invoices to document completed work.

6. INVOICE SUBMITTAL AND PAYMENT SCHEDULE: Commerce shall pay Grantee in accordance with the following schedule in the amount identified per deliverable in Section 4 above. The deliverable amount specified does not establish the value of the deliverable. In accordance with the requirements of s. 215.971(1), F.S., and the **Audit Requirements and Compliance** section of this Agreement, Grantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period.

6.1 Grantee shall submit invoices as set forth below to be eligible to receive and retain payment for the performance of duties and completion of deliverables set forth above. Grantee shall submit all documentation necessary to support Grantee's expenditures. Commerce may request any information from Grantee that Commerce deems necessary to verify that Grantee has performed the services for which payment is requested. Grantee's submission of each invoice package is Grantee's certification that it has performed the services and incurred the costs in compliance with all applicable laws and the terms of this Agreement. Grantee will provide invoices in accordance with the requirements of the Reference Guide for State Expenditures available at: <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>. Invoices must be legible and must clearly reflect the performance for which payment is sought. Payment does not become due under this Agreement until Commerce accepts and approves the invoiced deliverable(s) and any required report(s). At Commerce's option, Grantee may submit invoices electronically. Grantee shall submit its final invoice for payment to Commerce no later than 60 days after this Agreement ends and Commerce may, at Commerce's sole and absolute discretion, refuse to honor any requests for payment submitted after this deadline.

6.2 Invoices must contain Grantee's name, address, federal employer identification number or other applicable Grantee identification number, the Agreement number, the invoice number, and the invoice period. Grantee shall submit the following documents with the itemized invoice:

6.2.1 A cover letter signed by Grantee's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section 4, Deliverables, of this Scope of Work; (3) have been

paid; and (4) were incurred during the Agreement period;

6.2.2 Grantee's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date;

6.2.3 A certification by a licensed engineer using AIA forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project, is complete;

6.2.4 A copy of all supporting documentation for vendor payments;

6.2.5 A copy of the cancelled check(s) specific to the project or a copy of the bank statement that includes the cancelled check.

6.3 The State may require any other information from Grantee that the State deems necessary to verify that the services have been rendered under the Agreement.

6.4 All documentation necessary to support payment requests must be submitted with Grantee's invoice for Commerce's review.

6.5 Grantee's invoice and all documentation necessary to support payment requests must be submitted into Commerce's Subrecipient Enterprise Resource Application (SERA). Further instructions on SERA invoicing and reporting, along with a copy of the invoice template, will be provided upon execution of this Agreement.

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

6.6.1 A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or

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

7. FINANCIAL CONSEQUENCES FOR FAILURE TO TIMELY AND SATISFACTORILY PERFORM: Failure to complete all deliverables in accordance with the requirements of this Agreement, and most particularly the deliverables specified above in Section 4, Deliverables, will result in Commerce's assessment of the specified financial consequences. If appropriate, should the Parties agree to a corrective action plan, the plan shall specify additional financial consequences to be applied after the effective date of the corrective action plan. This provision for financial consequences shall in no manner affect Commerce's right to terminate the Agreement as provided elsewhere in the Agreement.

End of Attachment 1 (Scope of Work)

Attachment 2 AUDIT REQUIREMENTS

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

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

AUDITS.

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

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

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

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

received from Commerce, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

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

PART III: OTHER AUDIT REQUIREMENTS.

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

N/A

PART IV: REPORT SUBMISSION.

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

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

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

- a. Commerce at each of the following addresses:

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

or

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

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

Auditor General
 Local Government Audits/342
 Claude Pepper Building, Room

401 111 West Madison Street
Tallahassee, Florida 32399-1450

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

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

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

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

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

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

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EXHIBIT 1 to Attachment 2**STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING:****SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

State Project: **FLORIDA DEPARTMENT OF COMMERCE
CSFA: 40.042
REGIONAL COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
\$295,000.00**

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

1. **ALL REQUIREMENTS OF THIS AGREEMENT.**
2. **PLEASE ALSO NOTE THAT THE TOTAL AMOUNT OF THE RURAL
INFRASTRUCTURE FUND AWARD UNDER THIS AGREEMENT IS LIMITED TO
\$295,000.00.**

NOTE: List applicable compliance requirements

NOTE: 2 CFR § 200.331, as revised, and s. 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

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Attachment 3

AUDIT COMPLIANCE CERTIFICATION

Grantee Name: _____
FEIN: _____
Grantee’s Fiscal Year: _____
Contact Person Name and Phone Number: _____
Contact Person Email Address: _____

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

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

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

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

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

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

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

If yes, Grantee certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 CFR Part 200, Subpart F, as revised.

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

Signature of Authorized Representative

Date

Printed Name of Authorized Representative

Title of Authorized Representative

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Disposition of Surplus Property – Fire Department

MEETING DATE

Tuesday, February 11, 2025

PREPARED BY

Patrice Tanner, City Administrator

SUMMARY

This will approve the disposition of a 1997 Ford Super Duty Truck that is out of service due to mechanical and reliability issues. The truck will be disposed of at auction.

RECOMMENDATION

City Staff recommend approval of disposition of 1997 Ford Super Duty Truck for the Fire Department.

ATTACHMENTS

1. Appendix C – Transfer or Disposition of Property.

**CITY OF CHIPLEY
TRANSFER OR DISPOSITION OF PROPERTY**

This form is to be used to transfer property from one department to another, or to request approval to dispose of property.

_____ Transfer ☒ _____ Disposal
(Check One)

Property Number 1152 Rescue 1

Primary Asset Location Fire Dept

Property Condition fair

Serial# 1FDLF47F4VEB 36571 ✓

Manufacturer Ford

Model Super Duty

Year 1997 ✓

License# 128877

Color Green

Department Fire

Reason for Disposal Out of service due to mechanical + reliability issues

Recommended Method of Disposal auction

For Disposal:

I am requesting council approval to dispose of the above listed property item.



Asset Custodian Signature



For Transfers:

We are requesting the transfer of the above listed property item from:

_____ to _____
(Department name) (Department name)

Asset Custodian Signature (issuing dept)

Asset Custodian Signature (receiving dept)

Accounting

Disposal of this property item was approved by the city council on _____. (Attach copy of minutes)

The inventory record was changed to reflect the above request on _____. Initials: _____

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Disposition of Surplus Property – Fire Department

MEETING DATE

Tuesday, February 11, 2025

PREPARED BY

Patrice Tanner, City Administrator

SUMMARY

This will approve the disposition of a 2004 Ford F-250 Truck that has a blown motor. The truck will be disposed of at auction.

RECOMMENDATION

City Staff recommend approval of disposition of 2004 Ford F-250 Truck for the Fire Department.

ATTACHMENTS

1. Appendix C – Transfer or Disposition of Property.

Appendix C

CITY OF CHIPLEY
TRANSFER OR DISPOSITION OF PROPERTY

This form is to be used to transfer property from one department to another, or to request approval to dispose of property.

_____ Transfer ☒ Disposal
(Check One)

Property Number

1112 [✓] Old Brush 1

Primary Asset Location

Fire Dept

Property Condition

Poor

Serial#

1FTNW21P14EB03089 [✓]

Manufacturer

Ford

Model

F-250

Year

2004

License#

128916

Color

white

Department

fire

Reason for Disposal

blown motor

Recommended Method of Disposal

Auction

For Disposal:

I am requesting council approval to dispose of the above listed property item.


Asset Custodian Signature



For Transfers:

We are requesting the transfer of the above listed property item from:

_____ to _____
(Department name) (Department name)

Asset Custodian Signature (issuing dept)

Asset Custodian Signature (receiving dept)

Accounting

Disposal of this property item was approved by the city council on _____. (Attach copy of minutes)

The inventory record was changed to reflect the above request on _____. Initials: _____

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Special Event Application – Color Run 5K – Project Grad Class of 2025

MEETING DATE

Tuesday, February 11, 2025

PREPARED BY

Patrice Tanner, City Administrator

SUMMARY

CHS Project Grad Class of 2025 is requesting to hold a 5K color run on Saturday, March 29, 2025 starting at 8:00 a.m. The run will start at Philip Rountree Stadium and head W on North Railroad Avenue to Griffin Road, then N to Old Bonifay Road, then E to 2nd Street and S back to N Railroad Avenue. The money raised will go toward Project Graduation for the Class of 2025.

RECOMMENDATION

City Staff recommend approval of Special Event Application.

ATTACHMENTS

1. Special Event Application



City of Chipley

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



Special Event Application

Name/Organization: CHS Project Grad c/o 2025

Address: 1545 Brickyard Rd. Chipley, FL 32428

Contact person: Missy Futch Phone: 850 373 3183 Fax: _____

E-mail: malesobrooks07@yahoo.com

Type of Event: Color Run 5K

Purpose of Event: raise funds for Project Grad
for class of 2025

Location of Event: Philip Roundtree Stadium Indoors/Outdoors

Date(s) & Time(s) of Event: 03/29/25 7:00 AM

Amount of Liability Insurance: participants will sign hold-harmless waiver (attach copy of policy)

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

Will food and nonalcoholic beverages be sold? bottled water

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: 100-150

Are security and/or medical services provided? if needed

Applicant Signature: L Futch Date: 01/10/25

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 14th day of January, 2025.

FIRM OR

ORGANIZATION: CHS Project Grad clo 2025

[Signature]
Signature

Melissa Futch
Print Name

[Signature]
Witness

Witness

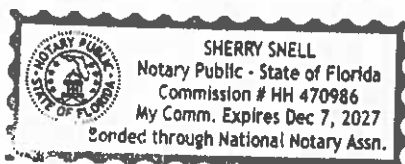
Sherry Snell
Print Name

Print Name

STATE OF FLORIDA
COUNTY OF WASHINGTON

The foregoing instrument was acknowledged before me by Melissa Futch, who is personally known to me or who produced FLDL 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 14th day of January, 2025.



[Signature]
Notary Public



City of Chipley

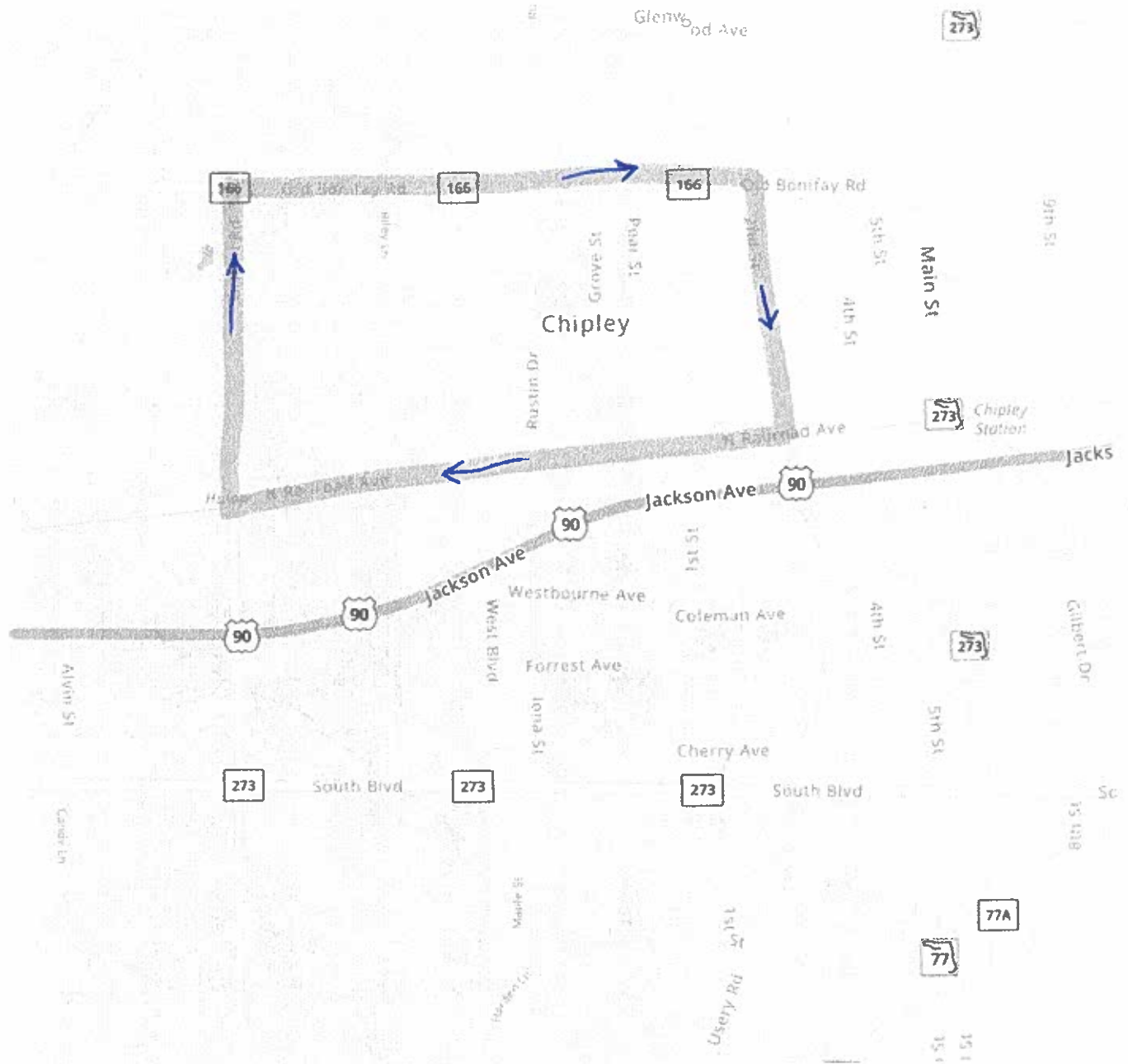
CITY HALL
1442 Jackson Avenue
P.O. Box 1007
Chipley, Florida 32428
(850) 638-6350 Fax: (850) 638-6353



Section F, Item 6.

Request for Temporary Closure of City Road/Sidewalk/Alleyway

Name of Organization: CHS Project Grad c/o 2025		Person in Charge: MISSY Futch		Date:
Address of Organization: 1545 Brickyard Rd. Chipley, Fl. 32428			Telephone Number: 850 373 3283	
Title of Event: 5K Color Run sponsored by Project Grad c/o 2025				
Date of Event: 03/29/25	Starting Time of Event: 7:00 AM	Duration of Event: 4 hrs	Actual Closing Time (Set up of barriers, Etc.) 11:00 AM	
Proposed Parade Route or Road/Sidewalk/Alleyway Closure (Include Exact Road Names and Map of Route): attached map				
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: Scott Thompson Michael Richter		Signature of Police Chief:		Date Signed:
Name and Title of City Official: Patrice Tanner, City Administrator		Signature of City Official:		Date Signed:



Draft

Section F, Item6.



CHS PROJECT GRADUATION

COLOR RUN



Date: March 29, 2025

Time: 8am Start Time

7:30am Onsite Early Registration

Location: Philip Rountree Stadium

TICKET

\$35

(Includes T-shirt and Registration)

REGISTER NOW

Contact Info:

Missy Futch (850)-373-3283

Vickie Holt (850)-726-0286

Deadline to Sign-up is March 7th

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Ordinance No. 991 (Public Hearing) – Amendment to Chapter 30 - Signs

MEETING DATE	PREPARED BY
Tuesday, February 11, 2025	Patrice Tanner, City Administrator

SUMMARY

This Ordinance, if approved, will approve an Amendment to Chapter 30 – Signs to change the spacing of permanent outdoor advertising signs from no closer than 1,000 feet to no closer than 750 feet from any other permanent outdoor advertising sign on either side of the thoroughfare to which the permanent advertising sign is directed.

RECOMMENDATION

City Staff recommend approval of Final Reading of Ordinance No. 991.

ATTACHMENTS

1. Ordinance No. 991.

ORDINANCE NO. 991**AN ORDINANCE OF THE CITY OF CHIPLEY, FLORIDA, AMENDING CHAPTER 30 - SIGNS OF THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

WHEREAS, the City Council of the City of Chipley is authorized to enact viewpoint neutral regulations of signs located within the municipal boundaries of the City of Chipley; and

WHEREAS, following public input and review by the Chipley Planning and Zoning Board, the following recommendations regarding permitted permanent outdoor advertising signs (billboards) have been provided to the City Council; and

WHEREAS, the City Council of the City of Chipley, Florida, has determined that it is in the best interests of all of the citizens and residents of the City that the provisions of Chapter 30 of the Code of the City of Chipley be amended, relating to the regulations of certain signs within the City.

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

Section 1. Chapter 30 – Signs, Section 30-7 of the Code of the City of Chipley is hereby amended, to provide as follows (additions are shown by underline and deletions are shown by strikethrough) by changing regulations on permitted permanent outdoor advertising signs (billboards):

Sec. 30-7. Permitted permanent outdoor advertising signs (billboards).

- (a) Where allowed. Permanent outdoor advertising signs are allowed in within commercial (C) and industrial (I) land use districts. Such signs may not be located closer than 100 feet to any residential dwelling unit.
- (b) Content. Outdoor advertising signs may not display any message that is harmful to minors.
- (c) Permissible number, area, spacing and height of permanent outdoor advertising signs.
 - (1) Maximum size. No permanent outdoor advertising sign may exceed a total of 600 square feet in size. No single side face may exceed 300 square feet in size.
 - (2) Maximum height. No permanent outdoor advertising sign, or combination of signs, may exceed 38 feet in height.
 - (3) Maximum width. No permanent outdoor advertising sign, or combination of signs, may exceed 30 feet in width.

- (4) Spacing. No permanent outdoor advertising sign may be closer than 20 feet from any property line, nor closer than ~~1,000~~ 750 feet from any other permanent outdoor advertising sign on either side of the thoroughfare to which the permanent advertising sign is directed. Spacing shall be determined based on signs that have received the necessary city permit pursuant to this chapter, and signs having received prior authorization shall have priority over a later applicant in determining compliance with the spacing restrictions.
- (d) Nonconforming permanent outdoor advertising signs. Nonconforming outdoor advertising signs are subject to this chapter, except that, if the only reason for the nonconformance is a failure to meet the spacing requirement between signs, the sign may remain subject only to the prohibition listed below:
- (1) Any sign within the city which is prohibited by or does not conform to the requirements of this chapter; except that signs that are within ten percent of the height and size limitations of this chapter, and that in all other respect conform to the requirements of this chapter, shall be deemed to be in conformity.
- (2) If, because of the removal of other signs, a sign comes into compliance with the spacing requirements, the owner of that sign may apply for a permit to maintain the sign as a conforming sign,

INTRODUCED on first reading at a regular meeting of the City Council on January 14, 2025.

PASSED after second reading at a regular meeting of the City Council on February 11, 2025.

CITY OF CHIPLEY, FLORIDA

ATTEST:

Tracy L. Andrews, Mayor

Sherry Snell, City Clerk

APPROVED AS TO FORM:

Michelle Blankenship Jordan
City Attorney

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Resolution No. 25-22 – Chipola Area Habitat for Humanity - Kevin Yoder, Executive Director

MEETING DATEPREPARED BY

Tuesday, February 11, 2025Patrice Tanner, City Administrator

SUMMARY

This resolution will approve support for Habitat for Humanity for a project located at 1182 East 4th Avenue, Chipley, FL. The Florida Statutes requires that the Nonprofits submit with their applications to DEO a resolution adopted by the Council, certifying that their projects are consistent with local plans and regulations.

RECOMMENDATION

City Staff recommend approval of Resolution No. 25-22.

ATTACHMENTS

1. Resolution No. 25-22

RESOLUTION NO. 25-22

A RESOLUTION OF THE CITY OF CHIPLEY, FLORIDA, CERTIFYING, PURSUANT TO SECTION 220.183(3), FLORIDA STATUTES, THAT AFFORDABLE HOUSING PROJECTS CONSTRUCTED BY CHIPOLA AREA HABITAT FOR HUMANITY ARE CONSISTENT WITH LOCAL PLANS AND REGULATIONS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Washington County, Florida, has been documented as one of the least affordable counties in the nation for housing affordability and is experiencing a countywide affordable housing crisis; and

WHEREAS, to address this crisis, the City of Chipley has adopted numerous initiatives, including partnering with nonprofit organizations to construct affordable single-family housing; and

WHEREAS, in addition to their respective projects, the Nonprofits operate programs throughout the City of Chipley for building housing designed to offer homeownership opportunities to low-income residents of Chipley in an effort to eliminate substandard housing and develop a healthy, safe, and economically viable community (“Housing Programs”); and

WHEREAS, Chapter 220, Florida Statutes, provides corporate income tax credits such as the Community Contribution Tax Credit, as set out in Section 220.183, Florida Statutes, as an incentive to eligible sponsors to donate materials, real property, cash, or other physical resources to eligible projects for the construction of affordable housing; and

WHEREAS, the Nonprofits seek to submit applications to the State of Florida Department of Economic Opportunity (“DEO”) to participate in the Community Contribution Tax Credit Program pursuant to Section 220.183, Florida Statutes, for their respective Projects and Housing Programs; and

WHEREAS, Section 220.183(3), Florida Statutes, requires that the Nonprofits submit with their applications to DEO a resolution adopted by the Council, certifying that their projects are consistent with local plans and regulations,

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

1. The above recitals are true and correct and are incorporated by reference herein.
2. In accordance with Section 220.183(3), Florida Statutes, the Council hereby certifies that the Nonprofits’ Projects and Housing Programs are consistent with the City of Chipley’s local plans and regulations.
3. The Nonprofits are authorized to file this Resolution in support of their applications to the DEO to participate in the Community Contribution Tax Credit Program for their respective Projects and Housing Programs.

- 4. This Resolution is in support of the Chipola Area Habitat for Humanity project located at 1182 East 4th Avenue, Chipley, Florida.
- 5. Severability. If any portion of this Resolution is determined by any court to be invalid, the invalid portion will be stricken, and such striking will not affect the validity of the remainder of this Resolution. If any court determines that this Resolution, in whole or in part, cannot be legally applied to any individual, group, entity, property, or circumstance, such determination will not affect the applicability of this Resolution to any other individual, group, entity, property, or circumstance.

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

City of Chipley

ATTEST:

Tracy L. Andrews, Mayor

Sherry Snell,
City Clerk

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Resolution No. 25-23 – Chipola Area Habitat for Humanity - Kevin Yoder, Executive Director

MEETING DATEPREPARED BY

Tuesday, February 11, 2025Patrice Tanner, City Administrator

SUMMARY

This resolution will approve support for Habitat for Humanity for a project located at 1184 East 4th Avenue, Chipley, FL. The Florida Statutes requires that the Nonprofits submit with their applications to DEO a resolution adopted by the Council, certifying that their projects are consistent with local plans and regulations.

RECOMMENDATION

City Staff recommend approval of Resolution No. 25-23.

ATTACHMENTS

1. Resolution No. 25-23

RESOLUTION NO. 25-23

A RESOLUTION OF THE CITY OF CHIPLEY, FLORIDA, CERTIFYING, PURSUANT TO SECTION 220.183(3), FLORIDA STATUTES, THAT AFFORDABLE HOUSING PROJECTS CONSTRUCTED BY CHIPOLA AREA HABITAT FOR HUMANITY ARE CONSISTENT WITH LOCAL PLANS AND REGULATIONS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Washington County, Florida, has been documented as one of the least affordable counties in the nation for housing affordability and is experiencing a countywide affordable housing crisis; and

WHEREAS, to address this crisis, the City of Chipley has adopted numerous initiatives, including partnering with nonprofit organizations to construct affordable single-family housing; and

WHEREAS, in addition to their respective projects, the Nonprofits operate programs throughout the City of Chipley for building housing designed to offer homeownership opportunities to low-income residents of Chipley in an effort to eliminate substandard housing and develop a healthy, safe, and economically viable community (“Housing Programs”); and

WHEREAS, Chapter 220, Florida Statutes, provides corporate income tax credits such as the Community Contribution Tax Credit, as set out in Section 220.183, Florida Statutes, as an incentive to eligible sponsors to donate materials, real property, cash, or other physical resources to eligible projects for the construction of affordable housing; and

WHEREAS, the Nonprofits seek to submit applications to the State of Florida Department of Economic Opportunity (“DEO”) to participate in the Community Contribution Tax Credit Program pursuant to Section 220.183, Florida Statutes, for their respective Projects and Housing Programs; and

WHEREAS, Section 220.183(3), Florida Statutes, requires that the Nonprofits submit with their applications to DEO a resolution adopted by the Council, certifying that their projects are consistent with local plans and regulations,

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

1. The above recitals are true and correct and are incorporated by reference herein.
2. In accordance with Section 220.183(3), Florida Statutes, the Council hereby certifies that the Nonprofits’ Projects and Housing Programs are consistent with the City of Chipley’s local plans and regulations.
3. The Nonprofits are authorized to file this Resolution in support of their applications to the DEO to participate in the Community Contribution Tax Credit Program for their respective Projects and Housing Programs.

4. This Resolution is in support of the Chipola Area Habitat for Humanity project located at 1184 East 4th Avenue, Chipley, Florida.
5. Severability. If any portion of this Resolution is determined by any court to be invalid, the invalid portion will be stricken, and such striking will not affect the validity of the remainder of this Resolution If any court determines that this Resolution, in whole or in part, cannot be legally applied to any individual, group, entity, property, or circumstance, such determination will not affect the applicability of this Resolution to any other individual, group, entity, property, or circumstance.

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

City of Chipley

ATTEST:

Tracy L. Andrews, Mayor

Sherry Snell,
City Clerk

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Award of Bid No 2025-02 - City Hall Front Entrance and Restroom Renovations

MEETING DATE	PREPARED BY
Tuesday, February 11, 2025	Patrice Tanner, City Administrator

SUMMARY

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

RECOMMENDATION

City Staff recommend approval of bid award to Finch Fire-N-Water in the amount of \$43,535.00.

ATTACHMENTS

1. Bid Tabulation


City of Chipley
Advertisement for Bids
Bid No. 2025-02

“City Hall Front Entrance and Restroom Renovations”

Bid Closing: January 31, 2025 @ 2:00 p.m. Bid Opening: January 31, 2025 @ 2:30 p.m.

Company	Date Submitted	Amount
Name: Finch Fire-N-Water Address: Telephone: Email:	01/30/2025 @ 2:05 p.m.	\$ 43,535 ⁰⁰
Name: Holley Development Corporation Address: Telephone: Email:	1/31/2025 @ 11:20 a.m.	\$ 69,907 ⁵³
Name: Wall 2 Wall Restoration Address: Telephone: Email:	1/31/2025 @ 12:43 p.m.	\$ 58,712 ⁵⁰
Name: Address: Telephone: Email:		\$
Name: Address: Telephone: Email:		\$
Name: Address: Telephone: Email:		\$
Name: Address: Telephone: Email:		

Witness: _____



Date: _____

1-31-25

Witness: _____



Date: _____

1-31-25

CITY OF CHIPLEY

STAFF REPORT

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

MEETING DATE	PREPARED BY
Tuesday, February 11, 2025	Patrice Tanner, City Administrator

SUMMARY

The City advertised for the Mongoven Building Phase 2 to provide structural stabilization to the brick walls including the installation of concrete bond beams, concrete columns, helical piles and masonry work. Two bids were received with the low bid from Arris General Contractors, Inc. in the amount of \$191,685.00 David H. Melvin has reviewed the bids and recommends award of bid to Arris General Contractors, Inc.

The project is 100% grant-funded through Florida Commerce CDBG-HRP Grant No. M0041.

RECOMMENDATION

City Staff recommend approval of bid award to Arris General Contractors, Inc. in the amount of \$191,685.00 contingent upon approval from Florida Commerce.

ATTACHMENTS

1. Recommendation Letter

2. Bid Tabulation

February 3, 2025

Ms. Patti Tanner, City Manager
City of Chipley
Post Office Box 1007
Chipley, Florida 32428
PTanner@cityofchipley.com

RE: Recommendation of Award for Mongoven Bldg Phase 2 - Stabilization
CDBG-HRP #M0041 CHI22HR

Dear Ms. Tanner,

Recommendation:

We recommend awarding the Mongoven Building Phase 2 - Stabilization project to Arris General Contractors, Inc. of Tallahassee for a total bid amount of \$191,685.00, contingent upon approval from Florida Commerce.

Background:

This project is 100% grant-funded through Florida Commerce CDBG-HRP. The first phase, Selective Demolition, was completed at a cost of \$273,500, leaving approximately \$400,000 for Phases 2 and 3. The final phase (Phase 3) is expected to include aesthetic enhancements, landscaping, streetscaping, and possibly restroom facilities, with an estimated remaining budget of \$200,000.

Initially, bids were due on January 16, 2025, but only one bid was received from Dryden Construction. Since Florida Commerce typically requires a rebid when only one bid is submitted, the decision was made to extend the bid deadline to January 30, 2025, rather than opening the single bid. On the extended deadline, two bids were received, opened, and publicly read aloud. A bid tabulation is attached for reference.

Arris General Contractors is the apparent low bidder. References were contacted and provided a positive recommendation. Therefore, we recommend the approval of the award to Arris.

Sincerely,



David H. Melvin, P.E.
President

AS READ - BID TABULATION

Section G, Item5.

PROJECT: CHIPLEY MONGOVEN BLDG PH 2 STABILIZATION AND RESTORATION PROJECT CDBG-HR M0041 DHM No: CHI22HR
 BID DATE: Per Add 1 Jan 30, 2025 TIME 2PM CT LOCATION: City Clerk 1442 Jackson Ave Chipley FL 32428

BIDDER AND CONTACT INFORMATION	BID BOND	MBE/WBE	ADDENDA	TOTAL BASE BID
Dryden Const. LLC	✓		_____ _____ _____	Base: 222,950.10
ARRIS GEN. CON.	✓	✓	_____ _____ _____	Base: 191,685.00
			_____ _____ _____	Base: _____
			_____ _____ _____	Base: _____
			_____ _____ _____	Base: _____
			_____ _____ _____	Base: _____
			_____ _____ _____	Base: _____
			_____ _____ _____	Base: _____
			_____ _____ _____	Base: _____

Read by: Brian Hui

Witnessed by: Sherry Snell

Date: 01/30/2025

BID PROPOSAL SUMMARY

TOTAL BASE BID (from next page) \$ 191,685.00

The Owner will award the bid based upon the experience of the contractor and the lowest responsible bid.

The Owner reserves the right to waive any informality and to award the bid based upon the Owner's determination of best interest and best value. Owner may consider ability to perform, past performance and location of contractors office in selecting contractor.

Contractor's experience will be evaluated as part of the bid selection process.

The contractor shall be on schedule with other projects currently under contract with the owner and others.

Contractor shall furnish and supply all materials, equipment and labor for a complete and operational system including testing and asbuilt drawings.

Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990.

Item No.	Description	Unit	Quantity	Unit Price	Total Price
Mongoven Bldg - Phase 2 Structural Stabilization					
A1	Mobilization and General Conditions	LS	1		15,000.00
A2	Performance and Payment Bonds	LS	1		4,500.00
A3	West Wall (low wall) Restoration including relay and repoint brick wall as necessary and installation approximately 65 LF of Concrete Bond Beam	LS	1		20,460.00
A5	North and Northwest Wall (tall wall) Restoration including relay and repoint brick wall as necessary and installing approximately 45 LF of Concrete Bond Beam	LS	1		15,180.00
A6	East Wall Helical Pile Installation - three piles - Galvanized Model SS150 With 8"/10"/12" Helix 1.5" Shaft - 28' Length to achieved min. torque of 4,600 Ft-Lbs, 20 Kips Compression - 20 Kips Tensile Capacity	LS	1		13,800.00
A7	East Wall Support Structural including three concrete bases, three concrete columns, higher NE corner column, concrete beam approximately 46 LF	LS	1		33,440.00
A8	Southeast Wall Restoration (tall wall) Restoration including relay and repoint brick wall as necessary and installation of concrete bond beam approximately 56 LF and cutting flush partial wall	LS	1		12,405.00
A9	Vault - install 5" thick concrete roof cap on top of vault approximately 275 SF	LS	1		33,000.00
A10	Fireplace Restoration - three fireplaces install 8"x12"x48" tall brick surround and then install existing marble mantels on top.	LS	1		16,500.00
A11	Door & Window Restoration - restore Door #1 and Windows #1 and #2 as indicated on the plans including solid concrete base.	LS	1		4,400.00
A12	Contingency Allowance - to be used only upon written authorization.	LS	1		\$ 23,000.00
TOTAL BASE BID					\$191,685.00

C-300
BIDDER'S CHECKLIST

Project Name: City of Chipley, CDBG-DR/HR Mongoven Building - Phase 2

The checklist below is provided to ensure that all documents and certifications required as a part of the bidding process have been completed and included in your bid package. This checklist should be completed and included as a part of the bid package submitted.

- ☒ C-300 Bidder's Checklist
- ☒ C-410 Bid Form
- ☒ C-430 Bid Bond
- ☒ C-440 Certifications Regarding Equal Employment Opportunity
- ☒ C-451 Qualifications Statement
- ☒ C-470 Public Entity Crimes Statement ✓
- ☒ C-471 Drug Free Workplace Certification
- ☒ C-472 Certification Regarding Lobbying
- ☒ C-473 Certifications Regarding Section 3 and Segregated Facilities
- ☒ C-474 Certifications Regarding Labor Standards and Prevailing Wage Requirements
- ☒ C-475 MBE/WBE Worksheet
- ☒ C-480 Certification Regarding Debarment
- ☒ Conflict of Interest

This project will be partially funded with Federal funds from the United State Department of Housing and Urban Development (Community Development Block Grant for Disaster Recovery (CDBG-DR) and therefore is subject to the Federal laws and regulations associated with that program. The following sections of the specifications should be thoroughly reviewed and by signature below you are acknowledging that these sections have been reviewed and are understood.

- C-111 Advertisement for Bids
- C-200 Instructions to Bidders
- C-520 Contract
- C-530 Federal Contract Provisions
- C-532 Section 3 Contract Clause
- C-800 Supplemental General Conditions of the Construction Contract

In the event the bids submitted by the bidders exceed the amount of funding designated for the project, the Owner may modify the scope of the project and negotiate with the lowest bidder to bring the project within the funding amount allocated.

Signed: 

Print Name and Title: John Griffin, V.P.

SECTION 00410

PROPOSAL AND BID FORM
(Submit in triplicate)

Proposal of: Arris General Contractors, Inc. (hereinafter called "Bidder" or "Contractor"), organized and existing under the laws of the State of Florida doing business as a partnership (), corporation ☒, individual ().

To: City of Chipley, Florida (hereinafter called "Owner").

Gentlemen:

The proposal contemplates performing the Work necessary to have a clean and developable site in accordance with all applicable codes and requirements governing the work. Items not specifically listed in the Bid Proposal or Contract Documents, but necessary for proper completion of the work shall be considered to be included in the bid price of the item for which they are associated. No additional compensation will be paid for such items.

The Bidder, in compliance with your invitation for bids for the proposed project, described as follows:

Mongoven Building – Phase 2 Structural Stabilization

Providing structural stabilization to the brick walls include the installation of concrete bond beams, concrete columns, helical piles, masonry work with estimate construction budget of \$150,000.

The Bidder having examined the Contract Documents and the site of the proposed work, and being familiar with all the conditions surrounding the performance of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to complete the project in accordance with the Contract Documents, within the time set forth herein and at the prices stated below.

Bidder hereby agrees to commence Work under this contract within ten (10) days after the date stated in written "Notice to Proceed" from the Owner.

The work will be substantially completed within 120 days after the date when the Contract Times commence to run as provided in paragraph 2.3 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions within 150 days after the date when the Contract Times commence to run.

The Owner and the Contractor recognize that time is of the essence and that the Owner will suffer financial loss if the work is not completed within the times specified in the paragraph above, plus any extensions thereof allowed in accordance with Article 15 of the General Conditions. It shall be specifically noted that time extensions are granted only for abnormal weather conditions as it relates to rain days. They also recognize the delays, expenses and difficulties involved in proving the actual loss suffered by Owner if the work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Four Hundred Twenty Five and no/100 Dollars (\$425.00) for each day that expires after the time specified above for Substantial Completion until the work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse or fail to complete the remaining work within the time specified above for completion and readiness for final payment of any proper extension thereof granted by Owner, Contractor, shall pay Owner Two Hundred and no/100 Dollars (\$200.00) for each day that expires after the time specified for completion and readiness for final payment.

The unit prices contained in the Bid Schedules shall include all labor, materials, equipment, overhead, profit, insurance, taxes, etc., to cover the finished work of the several kinds called for.

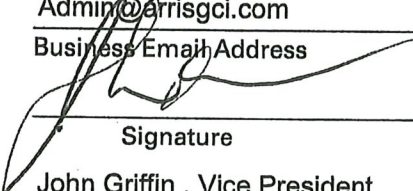
The Bidder understands that the Owner reserves the right to reject any or all bids and to award part(s) of the Contract, if applicable, separately, in combination, or as one Contract. The Owner reserves the right to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this Bid, Bidder will execute the formal contract attached within 15 days and deliver a Surety Bond or Bonds as required by the Contract Documents. The Bid Security attached in the sum of Five (5) Percent of the total amount of the Bid is to become the property of the OWNER in the event the Contract and Bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the OWNER caused thereby.

By submission of this Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certifies as to his own organization, that this Bid has been arrived at independently, without consultation, communication or agreement as to any matter relating to this Bid with any other Bidder or with any competition.

Respectfully submitted,
Arris General Contractors, Inc.
Company Name (Typed)
2120 Killarney Way
Address (Typed)
Tallahassee FL 32309
City State Zip (Typed)
850-954-2424
Business Telephone Number
Admin@arrisgci.com
Business Email Address

By: 
Signature
John Griffin , Vice President
Name & Title (Typed)
CGC 1528335
Contractor's License Number
84-3228290
Contractor Federal Tax I.D. Number
177339339
Contractor DUNS Number
CORPORATE SEAL

Acknowledgement is hereby made of receipt of the following addenda, if any:
No. 1 Dated 1-16-2025
No. Dated
No. Dated

STATEMENT OF EXPERIENCEBidder: Arris General Contractors, Inc.How Long in Business: 5 At Current Address 1

Principals: Michelle Griffin Title President
John Griffin Title Vice President
 _____ Title _____

Number of Personnel Currently Employed: 4Number of Personnel Available for Project: 3Gross Construction Revenue for Previous Year \$ 5.4 million

Type of Work public municipa / educational
 Normally Performed: Ground up new construction, renovation

Bidder must list 8 largest projects completed or currently under construction within the past 18 months, performed either as general contractor or sub contractor. List projects in order of dollar value from greatest to least. Do not omit any projects. Failure to include project may result in determination of non-responsive bid.

1. Project Name: Concord School Renovations
 _____ Amount \$ 4.75 Million
 Project Begin Date: 10-2023 Project Completion Date: 1-2025
 Engineer: Doug Barlowe - architect PA Telephone No. 850-224-6301
 Owner: leon County - Ken Cureton Telephone No. 850-606-1523
2. Project Name: FWC Joe Bud Classroom, Bathroom, 5 Stand Shooting Range - Midway F
 _____ Amount \$ 1.4 Million
 Project Begin Date: 9-2023 Project Completion Date: 4-2024
 Engineer: Janis Engineering Telephone No. 850-576-1281
 Owner: FWC - Samuel Brackman Telephone No. 850-413-7988
3. Project Name: more upon request
 _____ Amount \$ _____

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Award of Bid No 2025-04 – Citywide Flooding Resiliency Improvements – Peach Street

MEETING DATEPREPARED BY

Tuesday, February 11, 2025Patrice Tanner, City Administrator

SUMMARY

The City advertised Bid No. 2025-04 for paving and drainage improvements on Peach Street to include milling, resurfacing and reconstruction of existing paved roads, along with earthwork, base work and shoulder work. Concrete Curb and Gutter will be added along the ditch side of Peach Street from 4th Avenue to Orange Street. Proposed drainage improvements consist of ditch grading, ditch pavement, rip-rap placement, culvert replacement, concrete drainage structures and spray-on interior pipe liners. This project will also contain utility relocations due to drainage conflicts. Also included in this project is clearing/grubbing, sodding, pavement markings and roadway signing.. Seven bids were received with the low bid from Extreme Land Restoration, LLC in the amount of \$1,457,236.15. David H. Melvin has reviewed the bids and recommends award of bid to Extreme Land Restoration LLC.

The project is 100% grant-funded through Florida Commerce CDBG-HRP Grant No. MT148.

RECOMMENDATION

City Staff recommend approval of bid award to Extreme Land Restoration, LLC in the amount of \$1,457,236.15, contingent upon approval by Florida Commerce.

ATTACHMENTS

1. Recommendation Letter

2. Bid Tabulation

January 31, 2025

Ms. Patrice Tanner, City Administrator
City of Chipley
1442 Jackson Ave
Chipley, FL 32428

**RE: CDBG-MT Flood Mitigation Project (CHI22MT)
Engineer's Recommendation of Award**

Ms. Tanner:

On January 30, 2025, at 10am bids were received and read aloud for the above referenced project. Seven (7) bids were received as shown in the attached Detailed Bid Tabulation. The low bidder was Extreme Land Restoration LLC of Lynn Haven with a Bid Amount \$1,457,236.15 which is under the \$2,368,150.00 construction budget. I have reviewed this low bid for mathematical errors and bid spec requirements and everything appears to be in order. We have worked with Extreme Land on several previous projects recently and feel that they will do a good job for the City of Chipley.

Therefore, we recommend the award of this project to Extreme Land Restoration LLC in the amount of **\$1,457,236.15** subject to State approval by grant agency.

Should you have any questions, please feel free to contact me.

Sincerely,



Rod Adams
Senior Engineer

Chipley Citywide Flooding Resiliency Improvements

FPID's: CHI22MT

BID SUMMARY

	American Sand and Asphalt Paving	CW Roberts	ESCS	Extreme Land Restoration	GCUC	North Florida Contruction	Roberts and Roberts
Base Bid Amount for FPID: CHI22MT (Part A)	\$ 1,518,201.58	\$ 1,535,604.13	\$ 1,623,924.27	\$ 1,266,856.65	\$ 1,359,782.25	\$ 1,620,021.00	\$ 1,645,002.10
Base Bid Amount for FPID: CHI22MT (Part B)	\$ 292,904.90	\$ 215,157.35	\$ 249,210.66	\$ 190,379.50	\$ 250,300.00	\$ 212,300.00	\$ 254,247.70
Total Combined Base Bid Amount	\$ 1,811,106.48	\$ 1,750,761.48	\$ 1,873,134.93	\$ 1,457,236.15	\$ 1,610,082.25	\$ 1,832,321.00	\$ 1,899,249.80

Engineer's Construction Estimate = \$1,677,112.00

FPID CHI22MT Construction Budget = \$2,368,150.00

Note: The yellow highlighted values have been corrected to fix mathematical errors in the submitted bid.

ChIPLEY CityWide Flooding Resiliency Improvements

FPID: CHI22MT - Base Bid Schedule

Detailed Bid Tabulation

BASE BID SCHEDULE				BIDDING CONTRACTORS													
PART A PAY ITEMS (ROADWAY)				American Sand and Asphalt Paving		CWR Contracting		ECSC		Extreme Land Restoration		Gulf Coast Utility Contractors		North Florida Construction		Roberts and Roberts	
Item No.	Description	Unit	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
101-1	Mobilization	LS	1.0	\$ 40,000.00	\$ 40,000.00	\$ 206,800.00	\$ 206,800.00	\$ 181,868.75	\$ 181,868.75	\$ 104,850.00	\$ 104,850.00	\$ 75,000.00	\$ 75,000.00	\$ 85,000.00	\$ 85,000.00	\$ 120,000.00	\$ 120,000.00
0102-1	Maintenance of Traffic (150 DAYS)	LS	1.0	\$ 30,000.00	\$ 30,000.00	\$ 89,800.00	\$ 89,800.00	\$ 36,787.84	\$ 36,787.84	\$ 17,150.00	\$ 17,150.00	\$ 75,000.00	\$ 75,000.00	\$ 30,000.00	\$ 30,000.00	\$ 35,000.00	\$ 35,000.00
0104-10-3	Sediment Barrier	LF	355.0	\$ 4.50	\$ 1,597.50	\$ 14.00	\$ 4,970.00	\$ 13.64	\$ 4,842.20	\$ 9.50	\$ 3,372.50	\$ 7.50	\$ 2,662.50	\$ 7.00	\$ 2,485.00	\$ 7.00	\$ 2,485.00
0104-18	Inlet Protection System	EA	1.0	\$ 900.00	\$ 900.00	\$ 700.00	\$ 700.00	\$ 322.84	\$ 322.84	\$ 392.00	\$ 392.00	\$ 750.00	\$ 750.00	\$ 1,200.00	\$ 1,200.00	\$ 450.00	\$ 450.00
0110-1-1	Clearing and Grubbing (2.58 AC)	LS	1.0	\$ 32,000.00	\$ 32,000.00	\$ 95,200.00	\$ 95,200.00	\$ 77,747.51	\$ 77,747.51	\$ 50,960.00	\$ 50,960.00	\$ 25,000.00	\$ 25,000.00	\$ 90,000.00	\$ 90,000.00	\$ 225,000.00	\$ 225,000.00
0110-4-10	Removal of Existing Concrete	SY	158.0	\$ 50.00	\$ 7,900.00	\$ 50.10	\$ 7,915.80	\$ 20.47	\$ 3,234.26	\$ 132.00	\$ 20,856.00	\$ 15.00	\$ 2,370.00	\$ 60.00	\$ 9,480.00	\$ 38.90	\$ 6,146.20
0120-1	Regular Excavation	CY	6,718.0	\$ 26.00	\$ 174,668.00	\$ 20.00	\$ 134,360.00	\$ 12.93	\$ 86,863.74	\$ 16.50	\$ 110,847.00	\$ 7.50	\$ 50,385.00	\$ 18.00	\$ 120,924.00	\$ 11.80	\$ 79,272.40
0120-2-2	Borrow Excavation, Truck Measure	CY	3,547.0	\$ 20.00	\$ 70,940.00	\$ 28.00	\$ 99,316.00	\$ 19.05	\$ 67,570.35	\$ 6.50	\$ 23,055.50	\$ 22.50	\$ 79,807.50	\$ 18.00	\$ 63,846.00	\$ 18.50	\$ 65,619.50
0120-4	Subsoil Excavation	CY	960.0	\$ 26.00	\$ 24,960.00	\$ 15.00	\$ 14,400.00	\$ 15.97	\$ 15,331.20	\$ 24.00	\$ 23,040.00	\$ 15.00	\$ 14,400.00	\$ 18.00	\$ 17,280.00	\$ 16.90	\$ 16,224.00
0160-4	Type B Stabilization, LBR 40	SY	1,085.0	\$ 14.00	\$ 15,190.00	\$ 10.75	\$ 11,663.75	\$ 17.27	\$ 18,737.95	\$ 20.00	\$ 21,700.00	\$ 14.75	\$ 16,003.75	\$ 25.00	\$ 27,125.00	\$ 5.20	\$ 5,642.00
0285-706	Optional Base, OBG-6	SY	2,837.0	\$ 31.00	\$ 87,947.00	\$ 20.30	\$ 57,591.10	\$ 25.29	\$ 71,747.73	\$ 24.00	\$ 68,088.00	\$ 25.00	\$ 70,925.00	\$ 35.00	\$ 99,295.00	\$ 23.00	\$ 65,251.00
0286-1	Turnout Construction, Driveway Base	SY	207.0	\$ 36.00	\$ 7,452.00	\$ 27.50	\$ 5,692.50	\$ 32.05	\$ 6,634.35	\$ 38.50	\$ 7,969.50	\$ 37.50	\$ 7,762.50	\$ 120.00	\$ 24,840.00	\$ 27.50	\$ 5,692.50
0327-70-12	Milling Exist. Asphalt Pavt., 1.25" Avg. Depth	SY	1,138.0	\$ 7.00	\$ 7,966.00	\$ 6.60	\$ 7,510.80	\$ 8.42	\$ 9,581.96	\$ 9.00	\$ 10,242.00	\$ 13.00	\$ 14,794.00	\$ 30.00	\$ 34,140.00	\$ 6.50	\$ 7,397.00
0334-1-52	SP Asphalt Concrete, Traffic B, (PG 76-22)	TN	454.0	\$ 165.00	\$ 74,910.00	\$ 172.00	\$ 78,088.00	\$ 293.59	\$ 133,289.86	\$ 240.00	\$ 108,960.00	\$ 195.00	\$ 88,530.00	\$ 240.00	\$ 108,960.00	\$ 155.50	\$ 70,597.00
0400-2-1	Concrete Class II, Culverts	CY	57.0	\$ 2,700.00	\$ 153,900.00	\$ 969.50	\$ 55,261.50	\$ 3,232.79	\$ 184,269.03	\$ 1,729.00	\$ 98,553.00	\$ 2,475.00	\$ 141,075.00	\$ 3,000.00	\$ 171,000.00	\$ 2,222.80	\$ 126,699.60
0415-1-1	Reinforcing Steel, Roadway	LB	7,104.0	\$ 11.00	\$ 78,144.00	\$ 2.25	\$ 15,984.00	\$ 1.71	\$ 12,147.84	\$ 1.00	\$ 7,104.00	\$ 2.50	\$ 17,760.00	\$ 6.00	\$ 42,624.00	\$ 0.90	\$ 6,393.60
0425-1-521	Inlets, Ditch Bottom, Type C, <10'	EA	1.0	\$ 13,000.00	\$ 13,000.00	\$ 10,317.00	\$ 10,317.00	\$ 4,558.18	\$ 4,558.18	\$ 4,900.00	\$ 4,900.00	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,062.30	\$ 5,062.30
0425-2-91	Manhole, J-8 (6'x14' Bottom), <10'	EA	1.0	\$ 39,000.00	\$ 39,000.00	\$ 28,317.00	\$ 28,317.00	\$ 24,029.40	\$ 24,029.40	\$ 22,900.00	\$ 22,900.00	\$ 25,000.00	\$ 25,000.00	\$ 40,000.00	\$ 40,000.00	\$ 71,910.80	\$ 71,910.80
0425-5-1	Manhole Adjust	EA	2.0	\$ 2,000.00	\$ 4,000.00	\$ 2,219.00	\$ 4,438.00	\$ 4,168.23	\$ 8,336.46	\$ 2,800.00	\$ 5,600.00	\$ 1,750.00	\$ 3,500.00	\$ 1,500.00	\$ 3,000.00	\$ 2,875.00	\$ 5,750.00
0430-175-118	Pipe Culvert, Opt. Material, Rnd., 18" S/CD	LF	37.0	\$ 80.00	\$ 2,960.00	\$ 122.00	\$ 4,514.00	\$ 212.45	\$ 7,860.65	\$ 121.00	\$ 4,477.00	\$ 200.00	\$ 7,400.00	\$ 150.00	\$ 5,550.00	\$ 412.00	\$ 15,244.00
0430-175-136	Pipe Culvert, Opt. Material, Rnd., 36" S/CD	LF	200.0	\$ 225.00	\$ 45,000.00	\$ 166.40	\$ 33,280.00	\$ 136.87	\$ 27,374.00	\$ 167.75	\$ 33,550.00	\$ 275.00	\$ 55,000.00	\$ 180.00	\$ 36,000.00	\$ 333.70	\$ 66,740.00
0430-175-148	Pipe Culvert, Opt. Material, Rnd., 48" S/CD	LF	80.0	\$ 375.00	\$ 30,000.00	\$ 318.45	\$ 25,476.00	\$ 370.65	\$ 29,652.00	\$ 394.00	\$ 31,520.00	\$ 375.00	\$ 30,000.00	\$ 300.00	\$ 24,000.00	\$ 607.80	\$ 48,624.00

Chipley CityWide Flooding Resiliency Improvements

FPID: CHI22MT - Base Bid Schedule

Detailed Bid Tabulation

BASE BID SCHEDULE				BIDDING CONTRACTORS													
PART A PAY ITEMS (ROADWAY)				American Sand and Asphalt Paving		CWR Contracting		ECSC		Extreme Land Restoration		Gulf Coast Utility Contractors		North Florida Construction		Roberts and Roberts	
Item No.	Description	Unit	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
0430-536-200	Straight Conc. EW, 36", Dbl., 0 Deg., Rnd.	EA	2.0	\$ 22,000.00	\$ 44,000.00	\$ 9,916.00	\$ 19,832.00	\$ 12,729.92	\$ 25,459.84	\$ 16,200.00	\$ 32,400.00	\$ 11,750.00	\$ 23,500.00	\$ 18,000.00	\$ 36,000.00	\$ 12,900.90	\$ 25,801.80
0430-548-200	Straight Conc. EW, 48", Dbl., 0 Deg., Rnd.	EA	2.0	\$ 38,000.00	\$ 76,000.00	\$ 16,829.00	\$ 33,658.00	\$ 20,289.99	\$ 40,579.98	\$ 21,550.00	\$ 43,100.00	\$ 17,500.00	\$ 35,000.00	\$ 29,000.00	\$ 58,000.00	\$ 34,486.70	\$ 68,973.40
0430-982-125	Mitered End Section, Opt. Rnd., 18" CD	EA	4.0	\$ 2,400.00	\$ 9,600.00	\$ 2,688.25	\$ 10,753.00	\$ 2,771.38	\$ 11,085.52	\$ 2,650.00	\$ 10,600.00	\$ 4,750.00	\$ 19,000.00	\$ 1,800.00	\$ 7,200.00	\$ 3,138.10	\$ 12,552.40
0431-1-190	Cement Pipe Liner (Spin Cast), 90" St. Pipe	LF	57.0	\$ 475.00	\$ 27,075.00	\$ 1,140.00	\$ 64,980.00	\$ 2,196.33	\$ 125,190.81	\$ 1,190.00	\$ 67,830.00	\$ 1,250.00	\$ 71,250.00	\$ 1,300.00	\$ 74,100.00	\$ 1,600.00	\$ 91,200.00
0520-1-10	Concrete Curb and Gutter, Type F	LF	1,337.0	\$ 40.00	\$ 53,480.00	\$ 35.00	\$ 46,795.00	\$ 38.41	\$ 51,354.17	\$ 30.00	\$ 40,110.00	\$ 35.00	\$ 46,795.00	\$ 35.00	\$ 46,795.00	\$ 38.40	\$ 51,340.80
0522-2	Concrete Sidewalk and Driveways, 6" Thick	SY	350.0	\$ 110.00	\$ 38,500.00	\$ 145.76	\$ 51,016.00	\$ 107.62	\$ 37,667.00	\$ 91.00	\$ 31,850.00	\$ 150.00	\$ 52,500.00	\$ 150.00	\$ 52,500.00	\$ 127.70	\$ 44,695.00
0524-1-2	Concrete Ditch Pavement, NR, 4" Thick	SY	21.0	\$ 150.00	\$ 3,150.00	\$ 327.00	\$ 6,867.00	\$ 270.13	\$ 5,672.73	\$ 129.00	\$ 2,709.00	\$ 125.00	\$ 2,625.00	\$ 180.00	\$ 3,780.00	\$ 113.40	\$ 2,381.40
0530-3-3	Riprap-Rubble, Ditch Lining	TN	464.5	\$ 200.00	\$ 92,900.00	\$ 159.00	\$ 73,855.50	\$ 151.33	\$ 70,292.79	\$ 128.50	\$ 59,688.25	\$ 175.00	\$ 81,287.50	\$ 120.00	\$ 55,740.00	\$ 175.00	\$ 81,287.50
0530-74	Bedding Stone	TN	91.9	\$ 200.00	\$ 18,380.00	\$ 156.00	\$ 14,336.40	\$ 136.18	\$ 12,514.94	\$ 152.00	\$ 13,968.80	\$ 100.00	\$ 9,190.00	\$ 120.00	\$ 11,028.00	\$ 150.00	\$ 13,785.00
0536-73	Guardrail Removal	LF	47.0	\$ 125.00	\$ 5,875.00	\$ 6.25	\$ 293.75	\$ 34.22	\$ 1,608.34	\$ 6.00	\$ 282.00	\$ 25.00	\$ 1,175.00	\$ 60.00	\$ 2,820.00	\$ 5.80	\$ 272.60
0570-1-2	Performance Turf, Sod	SY	8,419.0	\$ 6.00	\$ 50,514.00	\$ 7.60	\$ 63,984.40	\$ 8.59	\$ 72,319.21	\$ 3.50	\$ 29,466.50	\$ 5.00	\$ 42,095.00	\$ 6.00	\$ 50,514.00	\$ 5.50	\$ 46,304.50
0700-1-111	Single Column Sign Assb., F&I, < 12 SF	EA	6.0	\$ 498.00	\$ 2,988.00	\$ 476.25	\$ 2,857.50	\$ 530.10	\$ 3,180.60	\$ 505.00	\$ 3,030.00	\$ 500.00	\$ 3,000.00	\$ 1,000.00	\$ 6,000.00	\$ 517.50	\$ 3,105.00
0700-1-500	Relocate Sign Assembly,< 12 SF	EA	1.0	\$ 180.00	\$ 180.00	\$ 106.00	\$ 106.00	\$ 191.60	\$ 191.60	\$ 115.00	\$ 115.00	\$ 250.00	\$ 250.00	\$ 600.00	\$ 600.00	\$ 115.00	\$ 115.00
0700-1-600	Single Column Gnd. Sign Assembly, Remove	EA	18.0	\$ 90.00	\$ 1,620.00	\$ 53.00	\$ 954.00	\$ 95.80	\$ 1,724.40	\$ 56.00	\$ 1,008.00	\$ 100.00	\$ 1,800.00	\$ 600.00	\$ 10,800.00	\$ 57.50	\$ 1,035.00
0700-3-501	Sign Panel, Relocate, Up to 12 SF	EA	5.0	\$ 90.00	\$ 450.00	\$ 53.00	\$ 265.00	\$ 98.80	\$ 494.00	\$ 56.00	\$ 280.00	\$ 100.00	\$ 500.00	\$ 350.00	\$ 1,750.00	\$ 57.50	\$ 287.50
0705-10-2	Object Marker Type II	EA	3.0	\$ 270.00	\$ 810.00	\$ 53.00	\$ 159.00	\$ 287.41	\$ 862.23	\$ 56.00	\$ 168.00	\$ 275.00	\$ 825.00	\$ 350.00	\$ 1,050.00	\$ 57.50	\$ 172.50
0706-1-3	RPM's, Type B - Bi-Directional Yellow	EA	92.0	\$ 7.20	\$ 662.40	\$ 8.90	\$ 818.80	\$ 7.66	\$ 704.72	\$ 11.00	\$ 1,012.00	\$ 10.00	\$ 920.00	\$ 5.00	\$ 460.00	\$ 11.50	\$ 1,058.00
0710-11-101	Paint. Pavt. Markings, Std., White, Solid, 4"	GM	0.498	\$ 2,220.00	\$ 1,105.56	\$ 2,747.00	\$ 1,368.01	\$ 2,363.13	\$ 1,176.84	\$ 840.00	\$ 418.32	\$ 2,500.00	\$ 1,245.00	\$ 8,500.00	\$ 4,233.00	\$ 862.50	\$ 429.53
0710-11-125	Paint. Pavt. Markings, Std., White, Solid, 24"	LF	29.0	\$ 6.00	\$ 174.00	\$ 7.50	\$ 217.50	\$ 6.39	\$ 185.31	\$ 5.75	\$ 166.75	\$ 7.00	\$ 203.00	\$ 7.00	\$ 203.00	\$ 5.80	\$ 168.20
0710-11-160	Paint. Pavt. Markings, Std., White, Message	EA	1.0	\$ 114.00	\$ 114.00	\$ 140.00	\$ 140.00	\$ 121.35	\$ 121.35	\$ 12.00	\$ 12.00	\$ 250.00	\$ 250.00	\$ 500.00	\$ 500.00	\$ 11.50	\$ 11.50
0710-11-201	Paint. Pavt. Markings, Std., Yellow, Solid, 4"	GM	0.639	\$ 2,220.00	\$ 1,418.58	\$ 2,740.00	\$ 1,750.86	\$ 2,363.13	\$ 1,510.04	\$ 1,400.00	\$ 894.60	\$ 2,500.00	\$ 1,597.50	\$ 8,500.00	\$ 5,431.50	\$ 1,437.50	\$ 918.56
0711-11-125	Thermo Markings, Std., White, Solid, 24"	LF	29.0	\$ 7.20	\$ 208.80	\$ 8.90	\$ 258.10	\$ 7.66	\$ 222.14	\$ 22.50	\$ 652.50	\$ 10.00	\$ 290.00	\$ 7.00	\$ 203.00	\$ 23.00	\$ 7.00

Chipley CityWide Flooding Resiliency Improvements

FPID: CHI22MT - Base Bid Schedule

Detailed Bid Tabulation

BASE BID SCHEDULE				BIDDING CONTRACTORS													
PART A PAY ITEMS (ROADWAY)				American Sand and Asphalt Paving		CWR Contracting		ECSC		Extreme Land Restoration		Gulf Coast Utility Contractors		North Florida Construction		Roberts and Roberts	
Item No.	Description	Unit	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
0711-11-160	Thermo Markings, Std., White, Message	EA	1.0	\$ 180.00	\$ 180.00	\$ 222.00	\$ 222.00	\$ 121.35	\$ 121.35	\$ 280.00	\$ 280.00	\$ 5,000.00	\$ 5,000.00	\$ 500.00	\$ 500.00	\$ 287.50	\$ 287.50
0711-16-101	Thermo, Std. Surfaces, White, Solid, 4"	GM	0.498	\$ 7,020.00	\$ 3,495.96	\$ 8,685.00	\$ 4,325.13	\$ 7,472.53	\$ 3,721.32	\$ 6,664.00	\$ 3,318.67	\$ 7,000.00	\$ 3,486.00	\$ 8,500.00	\$ 4,233.00	\$ 6,842.50	\$ 3,407.57
0711-16-201	Thermo, Std. Surfaces, Yellow, Solid, 4"	GM	0.639	\$ 7,020.00	\$ 4,485.78	\$ 9,070.00	\$ 5,795.73	\$ 7,472.53	\$ 4,774.95	\$ 7,840.00	\$ 5,009.76	\$ 7,000.00	\$ 4,473.00	\$ 8,500.00	\$ 5,431.50	\$ 8,050.00	\$ 5,143.95
0999-25	Initial Contingency Amount	LS	1.0	\$ 138,400.00	\$ 138,400.00	\$ 138,400.00	\$ 138,400.00	\$ 138,400.00	\$ 138,400.00	\$ 138,400.00	\$ 138,400.00	\$ 138,400.00	\$ 138,400.00	\$ 138,400.00	\$ 138,400.00	\$ 138,400.00	\$ 138,400.00
Part A Subtotal				\$ 1,518,201.58		\$ 1,535,604.13		\$ 1,623,924.27		\$ 1,266,856.65		\$ 1,359,782.25		\$ 1,620,021.00		\$ 1,645,002.10	
Part B - Utility Items																	
Item No.	Description	Unit	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	As-Built Drawings, Paper Copy & Digital Cad	LS	1.0	\$ 20,000.00	\$ 20,000.00	\$ 19,850.00	\$ 19,850.00	\$ 2,554.71	\$ 2,554.71	\$ 8,400.00	\$ 8,400.00	\$ 12,500.00	\$ 12,500.00	\$ 15,000.00	\$ 15,000.00	\$ 10,077.90	\$ 10,077.90
2	8" C900 PVC Water Main	LF	280.0	\$ 47.00	\$ 13,160.00	\$ 61.10	\$ 17,108.00	\$ 53.08	\$ 14,862.40	\$ 69.00	\$ 19,320.00	\$ 100.00	\$ 28,000.00	\$ 100.00	\$ 28,000.00	\$ 72.10	\$ 20,188.00
3	8"x8"x8" Tapping Sleeve w/ 8" Tapping Valve	EA	2.0	\$ 11,430.00	\$ 22,860.00	\$ 6,701.00	\$ 13,402.00	\$ 9,814.57	\$ 19,629.14	\$ 7,410.00	\$ 14,820.00	\$ 8,500.00	\$ 17,000.00	\$ 8,000.00	\$ 16,000.00	\$ 10,030.80	\$ 20,061.60
4	8" Inserta Valve (Installed Hot)	EA	2.0	\$ 56,159.10	\$ 112,318.20	\$ 23,830.00	\$ 47,660.00	\$ 23,239.93	\$ 46,479.86	\$ 12,500.00	\$ 25,000.00	\$ 17,500.00	\$ 35,000.00	\$ 16,000.00	\$ 32,000.00	\$ 23,539.00	\$ 47,078.00
5	8" DI 90 Degree Bend	EA	2.0	\$ 848.70	\$ 1,697.40	\$ 606.00	\$ 1,212.00	\$ 1,521.38	\$ 3,042.76	\$ 2,200.00	\$ 4,400.00	\$ 2,000.00	\$ 4,000.00	\$ 1,500.00	\$ 3,000.00	\$ 972.90	\$ 1,945.80
6	8" Cut and Cap	EA	2.0	\$ 848.70	\$ 1,697.40	\$ 391.00	\$ 782.00	\$ 1,745.37	\$ 3,490.74	\$ 1,900.00	\$ 3,800.00	\$ 1,000.00	\$ 2,000.00	\$ 750.00	\$ 1,500.00	\$ 760.90	\$ 1,521.80
7	8"x8"x4" DI Tee	EA	2.0	\$ 1,059.84	\$ 2,119.68	\$ 864.00	\$ 1,728.00	\$ 1,659.96	\$ 3,319.92	\$ 2,300.00	\$ 4,600.00	\$ 2,500.00	\$ 5,000.00	\$ 1,500.00	\$ 3,000.00	\$ 551.10	\$ 1,102.20
8	8" DI Gravity Sewer Pipe	LF	20.0	\$ 85.00	\$ 1,700.00	\$ 327.00	\$ 6,540.00	\$ 603.61	\$ 12,072.20	\$ 260.00	\$ 5,200.00	\$ 250.00	\$ 5,000.00	\$ 100.00	\$ 2,000.00	\$ 257.10	\$ 5,142.00
9	6" C900 PVC Water Main	LF	36.0	\$ 24.40	\$ 878.40	\$ 73.15	\$ 2,633.40	\$ 76.97	\$ 2,770.92	\$ 110.00	\$ 3,960.00	\$ 100.00	\$ 3,600.00	\$ 100.00	\$ 3,600.00	\$ 49.40	\$ 1,778.40
10	6"x6"x6" Tapping Sleeve w/ 6" Tapping Valve	EA	2.0	\$ 4,077.00	\$ 8,154.00	\$ 5,806.00	\$ 11,612.00	\$ 11,950.69	\$ 23,901.38	\$ 6,300.00	\$ 12,600.00	\$ 7,500.00	\$ 15,000.00	\$ 8,000.00	\$ 16,000.00	\$ 7,542.80	\$ 15,085.60
11	6" Inserta Valve (Installed Hot)	EA	2.0	\$ 20,227.72	\$ 40,455.44	\$ 17,975.00	\$ 35,950.00	\$ 16,773.91	\$ 33,547.82	\$ 11,350.00	\$ 22,700.00	\$ 17,500.00	\$ 35,000.00	\$ 12,000.00	\$ 24,000.00	\$ 19,921.50	\$ 39,843.00
12	6" DI 90 Degree Bend	EA	2.0	\$ 618.93	\$ 1,237.86	\$ 480.00	\$ 960.00	\$ 1,700.90	\$ 3,401.80	\$ 2,100.00	\$ 4,200.00	\$ 1,500.00	\$ 3,000.00	\$ 1,000.00	\$ 2,000.00	\$ 751.90	\$ 1,503.80
13	6" Cut and Cap	EA	2.0	\$ 308.43	\$ 616.86	\$ 461.00	\$ 922.00	\$ 588.16	\$ 1,176.32	\$ 1,850.00	\$ 3,700.00	\$ 1,500.00	\$ 3,000.00	\$ 500.00	\$ 1,000.00	\$ 723.90	\$ 1,447.80
14	4" C900 PVC Water Main	LF	19.0	\$ 30.00	\$ 570.00	\$ 67.45	\$ 1,281.55	\$ 59.96	\$ 1,139.24	\$ 99.00	\$ 1,881.00	\$ 100.00	\$ 1,900.00	\$ 100.00	\$ 1,900.00	\$ 40.20	\$ 763.80
15	4"x4"x4" Tapping Sleeve w/ 4" Tapping Valve	EA	2.0	\$ 3,314.07	\$ 6,628.14	\$ 5,422.00	\$ 10,844.00	\$ 8,683.03	\$ 17,366.06	\$ 5,650.00	\$ 11,300.00	\$ 6,500.00	\$ 13,000.00	\$ 7,000.00	\$ 14,000.00	\$ 6,863.30	\$ 13,726.60

Chipley CityWide Flooding Resiliency Improvements

FPID: CHI22MT - Base Bid Schedule

Detailed Bid Tabulation

BASE BID SCHEDULE				BIDDING CONTRACTORS													
PART A PAY ITEMS (ROADWAY)				American Sand and Asphalt Paving		CWR Contracting		ECSC		Extreme Land Restoration		Gulf Coast Utility Contractors		North Florida Construction		Roberts and Roberts	
Item No.	Description	Unit	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
16	4" Inserta Valve (Installed Hot)	EA	2.0	\$ 17,002.98	\$ 34,005.96	\$ 14,600.00	\$ 29,200.00	\$ 14,434.05	\$ 28,868.10	\$ 9,400.00	\$ 18,800.00	\$ 16,750.00	\$ 33,500.00	\$ 12,000.00	\$ 24,000.00	\$ 18,224.70	\$ 36,449.40
17	4" Cut and Cap	EA	2.0	\$ 215.28	\$ 430.56	\$ 413.10	\$ 826.20	\$ 2,069.92	\$ 4,139.84	\$ 1,750.00	\$ 3,500.00	\$ 1,750.00	\$ 3,500.00	\$ 500.00	\$ 1,000.00	\$ 485.90	\$ 971.80
18	2" Water Service Connection to Exist. Meter	LF	93.0	\$ 75.00	\$ 6,975.00	\$ 43.40	\$ 4,036.20	\$ 70.63	\$ 6,568.59	\$ 64.50	\$ 5,998.50	\$ 100.00	\$ 9,300.00	\$ 100.00	\$ 9,300.00	\$ 58.00	\$ 5,394.00
19	Bacteriological Sampling Point (Passing Only)	EA	6.0	\$ 2,500.00	\$ 15,000.00	\$ 1,171.00	\$ 7,026.00	\$ 855.01	\$ 5,130.06	\$ 2,000.00	\$ 12,000.00	\$ 2,500.00	\$ 15,000.00	\$ 500.00	\$ 3,000.00	\$ 3,829.70	\$ 22,978.20
20	Removal and Disposal of 4" A.C. Water Main	LF	120.0	\$ 20.00	\$ 2,400.00	\$ 13.20	\$ 1,584.00	\$ 131.24	\$ 15,748.80	\$ 35.00	\$ 4,200.00	\$ 50.00	\$ 6,000.00	\$ 100.00	\$ 12,000.00	\$ 59.90	\$ 7,188.00
Part B Subtotal					\$ 292,904.90		\$ 215,157.35		\$ 249,210.66		\$ 190,379.50		\$ 250,300.00		\$ 212,300.00		\$ 254,247.70
BASE BID TOTAL				\$ 1,811,106.48		\$ 1,750,761.48		\$ 1,873,134.93		\$ 1,457,236.15		\$ 1,610,082.25		\$ 1,832,321.00		\$ 1,899,249.80	

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: RFQ No. 2025-02 – Professional Engineering Services Contract – Old Chipley City Hall – Phase II

MEETING DATEPREPARED BY

Tuesday, February 11, 2025Patrice Tanner, City Administrator

SUMMARY

This will approve the contract with Baker Design Build for the Professional Engineering Services for the Old Chipley City Hall Project – Phase II in the amount of \$49,600.00. The project will include services related to a Division of Historical Resources grant through the State of Florida for inspection and creation of a plan for repairs, restoration, and storm hardening of the Old Chipley City Hall, a historic structure, owned by the City.

RECOMMENDATION

City Staff recommend approval of the Professional Engineering Services Contract with Baker Design Build.

ATTACHMENTS

1. Contract

PROPOSAL FOR ENGINEERING SERVICES

DATE: January 28, 2025

TO: Heather Lopez, TMP, FEP
City of Chipley
P.O. Box 450
Chipley, FL 32428

PROJECT: Old Chipley City Hall – Phase II
Chipley, FL BDB Proposal No: 25-0004

PROJECT INFORMATION

Based on a review of RFQ No. 2025-02, and other information provided by you, we understand that The City of Chipley is seeking individuals to assess the structure located at 672 5th Street, Chipley, FL 32428 (Old Chipley City Hall), a historic structure listed on the National Register of Historic Places and located in Downtown Chipley to determine any additional structural damage from Hurricanes Michael and Sally as well as any restoration work and storm hardening that needs to be addressed.

SCOPE OF SERVICES

Based on a review of the above project information, Baker Consulting & Engineering LLC, dba, Baker Design Build, would be pleased to perform the following services requested for the above-referenced project. We anticipate providing the following services:

1. Inspect for mold or other issues that may have developed since the storms due to damage
2. Inspect electrical and other wiring throughout the entire structure to ensure that it meets all modern safety and communications standards
3. Inspect Mechanical Systems
4. Development of specific work recommendations. These recommendations will include selection and rationale for the most appropriate approach to treatment (preservation, rehabilitation, restoration, or reconstruction)
5. Prepare an existing condition survey (including exterior and interior mechanical and electrical systems, etc.)
6. Make recommendations for improving accessibility while maintaining the historical integrity of the structure

Baker Design Build can complete the project once the following information is provided to us: **Signed acceptance of this proposal.**

EXCLUSIONS

- Any service not included in the above SCOPE OF SERVICES is excluded. Additionally, the following are specifically excluded:
 - Construction Cost Estimating & Specifications (other than those included within the drawings).
 - Survey & Geotechnical Investigation.
 - Any Site Visits During Construction.

FEES

Baker Design Build can provide the above services as follows:

Scope/Service	Assessment & Report
Structural Services	\$13,400.00
Architectural Services	\$18,000.00
MEP Services	\$18,200.00
TOTAL:	\$49,600.00

Prices are valid for a period of 45 days. Should this proposal meet with your approval, please sign below, and return by fax or email at your convenience. Design services resulting from significant changes in architectural scope after commencement of the structural design will also be charged at our additional rates listed below. BDB will notify the Client of their opinion that the changes in scope have occurred prior to continuing the work. BDB shall not be obligated to provide additional services unless it agrees to do so in writing.

ADDITIONAL SERVICES

The services included in this proposal, as well as any Additional Services that are requested by the owner but are not included in this proposal will be billed based on the hourly billing rate schedule shown below.

Project Director/Principal	\$275.00
Operations Manager	\$230.00
Senior Engineer/SI Representative	\$200.00
Engineer/Senior Designer	\$175.00
Lead Engineer	\$160.00
Jr. Engineer/Designer	\$135.00
BIM/CAD Operator	\$120.00
Administrative	\$90.00

PROJECT DURATION

The project deliverables shall be submitted to the City of Chipley by June 30, 2025.

BILLINGS/PAYMENTS

Invoices for the services of Baker Design Build shall be due upon receipt. Invoices that are more than 30 days past due may be subject to late fees. Reimbursable expenses are in addition to lump sum fees and shall be billed at cost plus 1.5%. Reimbursable expenses would only include cost related to the performance of the specified scope such as permit fees and printing costs or delivery costs. All services during construction (construction administration), including site visits, repairs, and consulting, that is not within the scope of this proposal will be charged at an hourly rate based on the billing rates provided in this proposal.

ACCESS TO THE SITE

Unless otherwise stated, Baker Design Build will have access to the site for activities necessary for the performance of the services. Baker Design Build will take precautions to minimize damage due to these activities but has not included in the fee the cost of restoration of any resulting damage.

CERTIFICATIONS

Guarantees and Warranties: Baker Design Build shall not be required to execute any document that would result in its certifying, guaranteeing, or warranting the existence of conditions whose existence Baker Design Build cannot ascertain.

OWNERSHIP OF DOCUMENTS

All documents produced by Baker Design Build under this agreement shall remain the property of Baker Design Build and may not be used by the Client for any other endeavor without the written consent of Baker Design Build. Acceptance of this proposal will be in accordance with the Terms and Conditions for Professional Services provided with this proposal. If you have any questions regarding this proposal, please contact me at 904-386-3242. If this proposal is acceptable, please sign the form below. If there are any questions or areas of the proposal that need clarification or adjustment, please let Baker Design Build know at your earliest convenience.

NO DISCRIMINATION CLAUSE

The Grantee may not discriminate against any employee employed under this Agreement, or against any applicant for employment because of race, color, religion, gender, national origin, age, pregnancy, handicap or marital status.

BILLING INFORMATION**Billing Name:** _____**Address:** _____
_____**Phone:** _____**Email:** _____A handwritten signature in blue ink, appearing to be 'B. L.', is written over a horizontal line.

1-28-2025

Proposal Signed and Dated

Proposal Accepted_____
Date

Old Chipley City Hall – Phase II

Chipley, FL BDB Proposal No: 25-0004

STANDARD TERMS AND CONDITIONS

1. **APPLICATION OF STANDARD TERMS AND CONDITIONS.** Baker Consulting & Engineering LLC dba Baker Design Build (“Engineer”) and the party stated at the top of the Baker Design Build Proposal (“Client”), in consideration of the obligations expressed in the Baker Design Build Proposal (the “Agreement”) for the project or jobsite described on the Agreement (the “Project”), do covenant, promise and agree to be bound by the terms and conditions in the Agreement and this Standard Terms and Conditions (collectively the “Contract”). Should Engineer commence any work described in the Agreement without Client first having signed the Agreement and Client having received a copy of this Standard Terms and Conditions, then Engineer and Client (the “Parties”), until the full execution thereof, shall be deemed to have entered into an oral agreement fully binding upon the Parties and containing the identical provisions as are contained in the Contract.

2. **SCOPE OF ENGINEER’S SERVICES.** Engineer is obligated towards Client to perform only those included services described in the Agreement as further defined and conditioned in the provisions herein (the “Work”). This Contract does not include any additional services that may be required for the Project but are not listed as included on the Agreement.

3. **CONSTRUCTION DOCUMENTS.** Unless stated otherwise in the Agreement, based on Client’s approval of planning and investigation documents if applicable, Engineer shall prepare for Client’s approval construction documents consisting of drawings and specification setting forth in detail the requirements for the items defined in the Work (“Construction Documents”). Engineer, within a reasonable time after approval and request, shall submit to Client up to ten (10) sets of Construction Documents. Additional sets shall be provided at additional cost to Client.

4. **EVALUATIONS OF THE WORK.** Unless stated otherwise in the Agreement, Engineer, upon written request by Client, shall visit the jobsite to become generally familiar with the progress and quality of the work completed by others, and to determine, in general, if the work observed is being performed in a manner indicating that the work, when fully completed, will be in accordance with plans and specifications produced by Engineer. Unless specifically included in the Work, Engineer shall be entitled to additional compensation for services rendered in evaluating the work of others. Engineer shall not be required, notwithstanding statements to the contrary in the Contract, to make exhaustive or continuous observations to check the quality or quantity of work performed by others. Engineer shall have no other obligations concerning evaluation of work being performed by others.

5. **CERTIFICATES FOR PAYMENT TO CONTRACTOR(S).** Only if specifically included in the Work, Engineer shall review and certify the amounts due the contractor. Engineer’s certification for payment shall constitute a representation to the Client, based on Engineer’s evaluation of the contractor’s work, that to the best of Engineer’s knowledge, information and belief, the work has progressed to the point indicated on the contractor’s application for payment and that the quality of the work is in accordance with the information given and the design concept expressed in Engineer’s Construction Documents. Engineer’s certification for payment shall not be a representation that Engineer has (i) made exhaustive or continuous inspections to check the quality or quantity of the work, (ii) reviewed construction means, methods, techniques, sequences, or procedures, (iii) reviewed copies of requisitions received from subcontractors and

suppliers and other data requested by the Client to substantiate the contractor's right to payment, or (iv) ascertained how or for what purpose the contractor has used money previously paid on account of the contractor's contract sum.

6. **SUBMITTALS.** Only if specifically included in the Work, Engineer shall review and approve or take other appropriate action upon submittals such as shop drawings, product data, and samples, but only for the limited purpose of checking for conformance with the information given and the design concept expressed in Engineer's Construction Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems. Review and approval shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures.

7. **REQUESTS FOR INFORMATION.** Only if specifically included in the Work, Engineer shall review and respond to written requests for information about Engineer's Construction Documents. Response shall be made with reasonable promptness.

8. **PROJECT COMPLETION.** Only if specifically included in the Work, Engineer shall conduct inspections, upon written request by Client, to determine the date of substantial completion and the date of final completion; and receive from the contractor and forward to the Client, for the Client's review and records, written warranties and related documents required by the plans and specifications produced by Engineer, in the form assembled by the contractor.

9. **CHANGES BY ENGINEER.** Engineer may, but is not required to, authorize changes in the work being performed by others that are consistent with the information given and the design concept expressed in Engineer's Construction Documents.

10. **AGENTS AND AUTHORIZATION.** Engineer shall be entitled to assume that orders given, and documents or receipts executed by representatives, employees, or agents of Client shall have been validly authorized by Client, and that Client shall be responsible for these orders, unless Engineer is otherwise notified in advance by writing.

11. **SUB-CONSULTANTS.** Engineer may employ such consultants or sub-consultants ("Consultants") as Engineer deems necessary to assist in the performance of the Contract. Client shall provide Engineer and its Consultants with access to the work site at all times relevant to performance under this Contract.

12. **RELIANCE ON CLIENT SUPPLIED INFORMATION.** Client shall be responsible for, and Engineer and its Consultants may use and rely upon in all respects, any requirements, programs, instructions, approvals, reports, data, and other information furnished by Client. Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards. Engineer may request additional information from Client that is necessary for Engineer's performance; Client shall furnish requested information in a timely fashion, but in any event not later than 15 days after receipt of written request. Client shall promptly communicate to Engineer about matters relevant to Engineer's performance.

13. **LAND RESTRICTIONS.** Client, prior to Engineer commencing performance, must provide sufficient information to Engineer regarding any and all encumbrances, easements, covenants, growth management regulations, or other land use controls or restrictions (collectively "Land Restrictions"). If Client fails to provide such information prior to Engineer commencing performance, as required in this provision, Client, and not Engineer, shall be responsible for all costs arising from any issue related to Land Restrictions, including but not limited to additional engineering services, revisions to completed engineering services, changes or additional costs of demolition of construction, fines, losses, and damages.

14. **COMPLIANCE.** Engineer and Client shall comply with applicable laws, regulations, and Client-mandated standards that Client has provided to Engineer in writing, that are in effect as of the date stated on the Agreement. Changes to these requirements after such date may be the basis for modification of the Contract.

15. **PERMITTING AND APPROVALS.** Unless specifically included in the Work, Client shall be responsible for filing documents required for, and achieving the, approval of governmental authorities having jurisdiction over the work. Client shall furnish tests, inspections, and reports required by law.

16. **COORDINATION OF CLIENT'S OTHER CONSULTANTS.** Client shall coordinate the services of its own consultants with those services provided by Engineer. Upon Engineer's request, Client shall furnish copies of the scope of services in the contracts between Client and its other consultants. Client shall require that its other consultants maintain professional liability insurance as appropriate to the services provided.

17. **TIME FOR COMPLETION.** Unless the Agreement states a specific limited time or date for completion, Engineer shall complete its obligations within a reasonable time, as determined in the sole discretion of Engineer, and any delivery or performance date stated by Engineer is an estimate only and is not a guarantee.

18. **DELAYS IN COMPLETION.** Client shall make decisions and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance of its services. If, through no fault of Engineer, a stated period of time or date for completion are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably. If Engineer fails, through its own fault, to complete its performance required by the Contract within the time set forth, as duly adjusted, then Client shall be entitled to the recovery of direct, but only direct, damages proximately caused by such failure.

19. **CHANGES IN THE SCOPE.** Notwithstanding the merger and integration provision hereinbelow, if Client authorizes or directs, orally or in writing, changes in the scope, extent, or character of the work, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, may be adjusted equitably.

20. **LEGISLATIVE ACTION.** If any governmental entity imposes any taxes, fees, or charges on Engineer's services or compensation under the Contract or imposes requirements that cause Engineer to perform additional work or incur costs, then Engineer may invoice Client, in addition to the compensation to which Engineer is entitled under the Contract, for such taxes, fees, charges, work, or costs.

21. **COPYRIGHTS AND LICENSES.** Engineer shall be deemed the author and Client of all data collected by Engineer and all documents, plans, notes, drawings, tracings, specifications, reports and files collected or prepared by Engineer in connection with the Contract (collectively, "Engineer's Instruments of Service"). Engineer's Instruments of Service shall remain the property of Engineer and Engineer shall retain all common law, statutory and other reserved rights, including copyrights thereto. Upon entering this contract, Engineer grants to Client a nonexclusive license to use Engineer's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the project, provided that Client substantially performs its obligations, including but not limited to prompt payment when due. This nonexclusive license automatically terminates upon termination of the Contract by either party, or upon Client's default as determined in the sole discretion of Engineer. Client warrants that in transmitting any information to Engineer, Client is the copyright Client of such information or has permission from the copyright Client to transmit such information for its use in the performance of the Contract.

22. **INVOICING AND PAYMENT TERMS.** Unless stated otherwise in the Agreement, invoices may be submitted anytime and are NET DUE UPON RECEIPT, but Engineer has discretion to allow a grace period up to thirty (30) days. Such grace period, if allowed, will be stated on the invoice. Any disputed invoice, in whole or in part, must be brought to the attention of Engineer in writing within five (5) days of the receipt of the invoice, or the invoice is deemed correct and undisputed. If Client disputes any portion of an invoice, Client may withhold only that disputed portion, and must pay the undisputed portion. Payment is only contingent upon those terms stated in the Agreement; no other conditions precedent to payment exist.

23. **FINANCE CHARGES AND LATE FEE.** Client agrees to pay any finance charges that are imposed on Client's account. Subject to the grace period, a finance charge at the highest rate allowable by law, will be imposed from the date of the invoice. Engineer may charge Client a monthly late fee, in addition to

a finance charge, equal to 5% of any outstanding balance that remains due, to help defray Engineer's administrative costs associated with handling and collecting Client's delinquent account. It is understood and agreed that in no event shall Client be required to pay late fees, a finance charge or interest in excess of rates allowed by applicable laws.

24. **POST JUDGMENT INTEREST.** The Parties have conferred and are in agreement that, should a judgment be rendered pursuant to any default of the Contract, the post judgment contractual interest rate shall be eighteen percent (18%) per annum. It is the intent of the Parties to deviate from the statutory interest rate set forth in Section 55.03, Florida Statutes. It is understood and agreed that in no event shall either party be required to pay interest in excess of rates allowed by applicable usury laws.

25. **TERMINATION BY ENGINEER.** In the event that Client fails to make payment in full on any invoice when due, or if Engineer in its sole discretion believes that Client currently is or will in the future be in default of any provision of the Contract or any other agreement between Client and Engineer, Engineer may at its option exercise any one or more of the following rights or remedies: (i) refuse to accept additional orders from Client; (ii) suspend or terminate the Contract; (iii) declare immediately due and payable all outstanding invoices to Client whether or not such invoices are due and payable; (iv) reclaim Engineer's Instruments of Service, and/or (v) exercise any other rights or remedies that Engineer may have at law or equity.

26. **TERMINATION BY CLIENT.** Client may terminate the Contract for cause, upon fifteen (15) days written notice and opportunity to cure, if Engineer: (i) repeatedly refuses or fails to comply with its obligations under the Contract; (ii) repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or (iii) otherwise is guilty of substantial breach of a provision of the Contract.

27. **CANCELLATION.** Client is entitled to cancel the Contract in whole or in part upon ten (10) days written notice without cause and at the convenience of the Client. Ten (10) days after receipt of such notice, Engineer shall discontinue all of its performance and obligations under the Contract, shall incur no further costs of performance, and shall terminate all Consultants and other related orders. Client shall be liable to Engineer for all costs or liabilities incurred by Engineer prior to termination or cancellation.

28. **PRICES SUBJECT TO CHANGE.** Quoted prices for labor, materials, or miscellaneous costs are subject to change without notice. Price in effect on date of service or delivery shall control.

29. **SHIPPING TERMS.** All Engineer's Instruments of Service, if shipped to or upon request by Client, are shipped FOB origin.

30. **STANDARDS OF PERFORMANCE.** The standard of care for all services performed by Engineer under the Contract will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

31. **WARRANTIES.** Unless otherwise agreed to in a signed writing by Engineer and Client, Engineer makes no express or implied warranty. ENGINEER DISCLAIMS THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

32. **CORRECTIONS.** Generally, Engineer shall only make corrections or changes to the Work for additional compensation. However, Engineer shall correct deficiencies in technical accuracy without additional compensation except to the extent such corrective action is directly or indirectly attributable to: (i) deficiencies in Client-furnished information; (ii) actions or requests by Client; (iii) actions or requests by other parties; or (iv) unforeseen conditions; (v) new information.

33. **CONSTRUCTION COSTS.** Engineer's statements of probable construction costs are opinions only, and Engineer does not guarantee that proposals, bids, or actual construction costs will not vary from such statements. Engineer has no control over, and no liability arising from, estimates of or actual cost of construction.

34. **NOT RESPONSIBLE FOR CONSTRUCTION OR CONTRACTOR.** Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to perform. Engineer shall not be responsible for any acts or omissions by any contractor, its agents or employees, or any other person or entity at the jobsite. Engineer shall not at any time supervise, direct, or have control over a contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selection or used by any contractor, for security or safety of the jobsite, for safety precautions and programs incident to the contractor's work in progress, nor for any failure of the contractor to comply with laws and regulations applicable to the contractor's work. "Contractor" includes, but is not limited to, contractors, subcontractors of any tier, laborers, or suppliers.

35. CONTRACTUAL LIMITATION ON PERSONAL LIABILITY. THE INDIVIDUAL EMPLOYEE OR AGENT WHO WILL PERFORM THE PROFESSIONAL SERVICES UNDER THIS CONTRACT IS NOT A PARTY TO THE CONTRACT. PURSUANT TO SECTION 558.0035, FLORIDA STATUTES (JULY 1, 2013), AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

36. **RELEASE OF LIABILITY.** In consideration of and as an inducement to the performance by Engineer, to the fullest extent permitted by law, Client voluntarily releases and forever discharges Engineer and its Consultants of any and all liabilities, claims, actions, causes of action, proceeding, suits in equity, damages, costs or expenses which Client may have against Engineer and its Consultants arising out of or in any way connected to any services or materials provided by Engineer or its Consultants or with any transaction between Engineer and Client, for any and all risks, whether now known or not known, including but not limited to claims based solely on the negligence of Engineer or its Consultants, except for liability arising from intentional torts or recklessness of Engineer.

37. **LIMITS OF LIABILITY.** If there shall, notwithstanding the other provisions herein, at any time be or arise any liability on the part of Engineer by virtue of the Contract or because of the relation hereby established, whether due to the negligence of Engineer or otherwise, Client's exclusive remedy and Engineer's liability shall be limited to a sum equal to the purchase price paid to Engineer for the particular service or materials (not both) with respect to which liability arose, which sum shall be paid and received as liquidated damages. Such liability as herein set forth is fixed as liquidated damages and not as a penalty and this liability shall be complete and exclusive. In the event Client desires Engineer to assume greater liability for the performance hereunder, a choice is hereby given of obtaining full or limited liability by paying an additional amount under an additional rider, which shall be attached and incorporated to the Contract setting forth the additional liability of Engineer and additional charge.

38. **LIMITED LIABILITY AND NO LIABILITY FOR DELAY.** Notwithstanding the above provisions, Engineer shall not be liable for any damage due to delay of any type or for indirect, incidental, consequential, special, exemplary or punitive damages, including lost profits, whether such claim is based on express or implied warranty, contract, or otherwise, even if Engineer has been advised of such damages.

39. **INDEMNIFY, HOLD HARMLESS, AND DEFEND.** To the fullest extent permitted by law, Client, at its own cost and expense, shall assume liability, indemnify, hold harmless, and defend Engineer and its Consultants, from and against any liability and all loss, costs, damages, expense, including court costs, reasonable legal and attorney's fees, and disbursements paid or incurred by Engineer, whether or not suit shall be commenced, on account of claims for but not

limited to damages to persons or property, arising out of or resulting before, after or in connection with the goods or services provided under the Contract, caused in whole or in part by any act, omission, or default of the indemnitor, or any of the indemnitor's contractors, subcontractors, sub-subcontractors, materialmen, or agents of any tier or their respective employees. Client's duty to defend under this provision is a separate obligation from its indemnity.

40. INDEMNIFY, HOLD HARMLESS, AND DEFEND - ACTS BY INDEMNITEE. The Client shall indemnify, hold harmless, and defend Engineer and its Consultants for liability for damages to persons or property caused in whole or in part by any act, omission, or default of Engineer or its Consultants arising from the contract or its performance, but only up to the monetary limit of \$1 million per occurrence or an amount that bears a reasonable commercial relationship to the contract. Client's duty to defend under this provision is a separate obligation from its indemnity.

41. OTHER LIMITATIONS ON INDEMNIFICATION. The indemnifications provided hereinabove (but not hereinbelow) exclude claims of, or damages resulting from, gross negligence, or willful, wanton or intentional misconduct of the indemnitee or its officers, directors, agents, or employees, or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from acts or omissions of the indemnitor or any of the indemnitor's contractors, subcontractors, sub-subcontractors, materialmen, or agents of any tier or their respective employees.

42. INDEMNIFY AND HOLD HARMLESS - INDEMNITOR IS PUBLIC AGENCY. If Client is a public agency, or if the work is in connection with a public agency's project, Client shall indemnify and hold harmless Engineer, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Client and persons employed or utilized by the Client in the performance of the Contract.

43. INSURANCE. Upon commencement of the work, Engineer shall obtain insurance coverage as required by Florida Law and including professional liability insurance. Engineer will deliver to the Client upon execution of the Contract evidence of such insurance coverage on the standard certificate form indicating the name of firm, name of insurance company, policy number, term of coverage, and limits of coverage.

44. AGREEMENT ENFORCEMENT. Client agrees to pay all expenses and costs incurred by Engineer to enforce the terms of the Contract, or to collect any amounts due, including reasonable attorney's fees, court costs, and other miscellaneous related costs, whether suit be brought or not, and whether incurred before or at trial, on appeal, during any insolvency or bankruptcy proceedings, during any post-judgment collection proceedings, or otherwise.

45. CONFIDENTIALITY. The Client must not disclose to any person, without the prior approval of the Engineer: (a) the contents of the Contract; or (b) any information regarding the Engineer, its systems, procedures, staff or activities; except as required by law. The obligations imposed by this clause will survive the expiration or termination of the Agreement.

46. DISPUTE RESOLUTION. In an effort to resolve any disputes, differences, claims or counterclaims that arise with respect to the Contract, the Client and Engineer agree that all disputes between them shall first be submitted to non-binding mediation, unless the parties mutually agree otherwise, and shall constitute an express condition precedent to litigation. Mediation shall be conducted within sixty (60) days of the dispute first arising. The Client and Engineer further agree to use good-faith best efforts to include a mediation provision similar to the above provision in all of their agreements with independent contractors and Clients retained for the Project and also to require all independent contractors and Clients also to include a similar mediation provision in all agreements with subcontractors, Engineers, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

47. WAIVER OF JURY TRIAL. CLIENT KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVES TRIAL BY JURY WITH RESPECT TO ANY ACTION OR CLAIM BROUGHT IN CONNECTION WITH THIS CONTRACT OR THE RELATIONSHIP BETWEEN ENGINEER AND CLIENT.

48. JURISDICTION AND VENUE. This Contract shall be governed by, and construed in accordance with, the laws of the State of Florida and venue for any disputes shall be in Duval County, Florida.

49. ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

50. NONWAIVER AND WAIVER. Engineer's failure to insist in any one or more cases upon the strict performance by the Client of any of the terms or conditions of the Contract or to exercise any of its rights shall not be construed as a waiver or a relinquishment for the past or future of any such term, condition, or right, and shall not affect Engineer's right to enforce strict compliance with such terms and conditions. Payment by Client to Engineer shall constitute an acceptance by Client of the performance of all or a part of the Contract by Engineer and waiver of claims for nonperformance.

51. SEVERABILITY. Each provision, and any portion thereof, of the Contract, is severable from every other provision, and severable from the remaining portion of the provision, and if any provision, or part thereof, is unenforceable, the remainder of the provision and the remainder of the Contract shall remain valid and enforceable.

52. MERGER AND INTEGRATION. Subject to the limited exceptions provided in this Standard Terms and Conditions, the Contract contains the entire contract between the parties and may not be modified or amended except by a writing signed by Engineer and Client that expressly states it is modifying and/or amending this Contract. Any use or reference to Client's or another's contract, purchase order or purchase number is for Client's convenience only and does not incorporate the referenced document into the contract. Client acknowledges that Client has not relied on any representations, advertisements, warranties, understanding, conditions, statements, or estimates, of any nature whatsoever, except as set forth in the Contract.

53. SUCCESSORS AND ASSIGNEES. The Contract shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors, executors, administrators, and assigns. The Contract may not be assigned by Client without the prior written consent of Engineer.

54. INDEPENDENT CONTRACTOR. Nothing contained in the Contract shall be construed or considered as rendering Engineer as an agent or employee of Client and Engineer shall at all times be considered an independent contractor.

55. NOTICE. All notices shall be deemed proper and valid for all purposes hereunder if sent by regular mail, certified mail, electronic facsimile transmission, or electronic mail transmission, addressed to Engineer at the address(es) stated on the Agreement or addressed to Client in care of his/her representative anywhere or at the address(es) stated on the Agreement.

56. JOINT PRODUCT. The parties stipulate that the Contract is the joint product of both parties, and, therefore, shall not be construed against either party.

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A

CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A “NOTICE TO OWNER.” FLORIDA’S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Affirmation of Finance Director Position

MEETING DATE	PREPARED BY
Tuesday, February 11, 2025	Patrice Tanner, City Administrator

SUMMARY

City Code Section 2-64 states the City Administrator shall nominate a Finance Director for confirmation by the city council.

RECOMMENDATION

City Staff recommend approval of Affirmation of Finance Director Position.

ATTACHMENTS

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Tower Lease Agreement – Cellco Partnership d/b/a Verizon Wireless

MEETING DATE	PREPARED BY
Tuesday, February 11, 2025	Patrice Tanner, City Administrator

SUMMARY

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

RECOMMENDATION

City Staff recommend approval of Tower Lease Agreement.

ATTACHMENTS

1. Tower Lease Agreement

TOWER LEASE AGREEMENT

This Tower Lease Agreement (the "Agreement") is made this _____ day of _____, 2025, between the City of Chipley, Florida, a municipal corporation, with an address of 1442 Jackson Avenue, Chipley, Florida 32428 ("LESSOR"), and Cellco Partnership d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404) ("LESSEE"). LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. **GRANT.** LESSOR hereby leases to the LESSEE a portion of space (the "Premises") on that certain water tower owned, leased or controlled by LESSOR (the "Tower") and located along Brickyard Road, Chipley, Washington County, Florida. The Premises is depicted in Exhibit "A" attached hereto and made a part hereof. LESSOR hereby grants permission to LESSEE to install, maintain and operate upon the Tower the communications equipment, antennae and appurtenances described in Exhibit "B" attached hereto and made a part hereof.

2. **INITIAL TERM.** This Agreement shall be effective as of the date of execution by both Parties ("Effective Date"). The initial term of the Agreement shall be for five (5) years beginning on the first day of the month immediately following the date upon which LESSEE commences installation of its communications equipment (the "Commencement Date"). The Commencement Date will be acknowledged by the Parties in writing, including electronic mail.

3. **EXTENSIONS.** This Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least three (3) months prior to the end of the then current term. The initial term and all extensions shall be collectively referred to herein as the "Term".

4. **RENTAL.**

a. Rental payments shall begin on the Commencement Date and be due at a total annual rental of Twenty Four Thousand Dollars (\$24,000.00) to be paid in equal monthly installments of Two Thousand Dollars (\$2,000.00) on the first day of the month, in advance, to LESSOR at 1442 Jackson Avenue, Chipley, Florida 32428, or to such other person, firm, or place as LESSOR may, from time to time, designate in writing at least 30 days in advance of any rental payment date by notice given in accordance with Paragraph 21 below. LESSOR and LESSEE acknowledge and agree that the initial rental payment shall not be delivered by LESSEE until up to 60 days after the Commencement Date. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of Lessee.

b. For any party to whom rental payments are to be made, LESSOR or any successor in interest of LESSOR hereby agrees to provide to LESSEE (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully executed state and local withholding forms if required; (iii) LESSEE's payment direction form, and (iv) other documentation to verify LESSOR's or such other party's right to receive rental as is reasonably requested by LESSEE. Rental shall accrue in

accordance with this Agreement, but LESSEE shall have no obligation to deliver rental payments until the requested documentation has been received by LESSEE. Upon receipt of the requested documentation, LESSEE shall deliver the accrued rental payments as directed by LESSOR.

5. CONDITION OF PROPERTY. LESSOR shall deliver the Premises to LESSEE in a condition ready for LESSEE's Use and clean and free of debris. LESSOR represents and warrants to LESSEE that as of the Effective Date, the Tower is (a) in good operating condition; (b) in compliance with all Laws; and (c) in compliance with all EH&S Laws (as defined in Paragraph 24).

6. ELECTRICITY. LESSEE shall be responsible for providing, and paying for, all electricity consumed by its equipment installed upon the Tower.

7. IMPROVEMENTS. During the Term, LESSEE shall have the right to replace the equipment, antennae and appurtenances set forth in Exhibit "B" attached hereto with similar and comparable equipment provided said replacement does not increase the loading of the Tower.

8. GOVERNMENT APPROVALS. LESSEE's Use is contingent upon LESSEE obtaining all of the certificates, permits and other approvals (collectively the "Government Approvals") that may be required by any Federal, State or Local authorities (collectively, the "Government Entities") as well as a satisfactory structural analysis of the Tower or other structure that will permit LESSEE's Use. LESSOR shall cooperate with LESSEE in its effort to obtain and maintain any Government Approvals. Notwithstanding anything contained herein to the contrary, LESSOR hereby agrees to allow LESSEE to install any RF frequency signage and/or barricades as are necessary to ensure LESSEE's compliance with Laws.

9. TERMINATION. LESSEE may, unless otherwise stated, immediately terminate this Agreement upon written notice to LESSOR: (a) if any applications for such Government Approvals should be finally rejected; (b) if any Government Approval issued to LESSEE is canceled, expires, lapses or is otherwise withdrawn or terminated by any Government Entity; (c) if LESSEE determines that such Government Approvals may not be obtained in a timely manner; (d) if LESSEE determines any structural analysis is unsatisfactory; (e) if LESSEE, in its sole discretion, determines the Use of the Premises is obsolete or unnecessary; (f) with 3 months' prior notice to LESSOR, upon the anniversary of the Commencement Date; or (g) at any time before the Commencement Date for any reason or no reason in LESSEE's sole discretion.

10. MAINTENANCE. LESSEE will maintain LESSEE's communications equipment within the Premises in good condition, reasonable wear and tear and casualty damage excepted. LESSOR shall maintain, in good operating condition and repair, the Tower and the Property.

11. INDEMNIFICATION. Subject to Paragraph 12 and to the extent permitted by law, each Party and/or any successor and/or assignees thereof, shall indemnify and hold harmless the other Party, and/or any successors and/or assignees thereof, against (a) all claims of liability or loss from bodily injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents, and (b) reasonable attorney's fees, expense, and defense costs incurred by the indemnified Party. The indemnified Party will provide the indemnifying Party with prompt, written notice of any claim that is subject to the indemnification obligations in this paragraph. The indemnified Party will cooperate appropriately with the indemnifying Party in connection with the indemnifying Party's defense of such claim. The indemnifying Party shall defend any indemnified Party, at the indemnified

Party's request, against any claim with counsel reasonably satisfactory to the indemnified Party. The indemnifying Party shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of each indemnified Party and without an unconditional release of all claims by each claimant or plaintiff in favor of each indemnified Party. All indemnification obligations shall survive the termination or expiration of this Agreement.

12. INSURANCE. During the Term, the Parties agree to maintain the following insurance policies:

a. Commercial general liability in the amount of \$2,000,000.00 per occurrence for bodily injury and property damage and \$4,000,000.00 in the annual aggregate. Each Party shall be included as an additional insured as their interest may appear under this Agreement on the other Party's insurance policy.

b. "All-Risk" property insurance on a replacement cost basis insuring their respective property with no coinsurance requirement. Where legally permissible, each Party agrees to waive subrogation against the other Party and to ensure said waiver is recognized by the insurance policies insuring the property.

13. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 11 and 24, a violation of Paragraph 29, or a violation of Laws (as defined below), neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

14. INTERFERENCE.

a. LESSEE agrees that LESSEE will not cause interference that is measurable in accordance with industry standards to LESSOR's equipment. LESSOR agrees that LESSOR and other occupants of the Property will not cause interference that is measurable in accordance with industry standards to the then existing equipment of LESSEE.

b. Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of 48 hours following notice to the interfering party via telephone to LESSEE'S Network Management Center (at 800-264-6620) or to LESSOR (at (850) 638-6350), the interfering party shall or shall require any other user to reduce power or cease operations of the interfering equipment until the interference is cured.

c. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore the Parties shall have the right to equitable remedies such as, without limitation, injunctive relief and specific performance.

15. REMOVAL AT END OF TERM. Within 90 days of expiration or earlier termination of the Agreement, LESSEE shall remove LESSEE's Communications Equipment and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR shall have the right to inspect the Premises for any damages, and LESSEE shall be responsible for the repair of any damages caused by LESSEE's equipment or operations except to the extent due to the negligence or willful misconduct of LESSOR. LESSOR agrees and acknowledges that the communications equipment shall

remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LESSEE to remain on the Premises after termination of the Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the communications equipment is completed.

16. RIGHT OF FIRST REFUSAL. If, at any time after the Effective Date, LESSOR receives an offer or letter of intent from any person or entity that is in the business of owning, managing or operating communications facilities or is in the business of acquiring landlord interests in agreements relating to communications facilities, to purchase fee title, an easement, a lease, a license, or any other interest in the Premises or any portion thereof or to acquire any interest in this Agreement, or an option for any of the foregoing, LESSOR shall provide written notice to LESSEE of said offer ("LESSOR's Notice") within ten (10) days of receiving the offer. LESSOR's Notice shall include the prospective buyer's name, the purchase price being offered, any other consideration being offered, the other terms and conditions of the offer, a description of the portion of and interest in the Premises and/or this Agreement which will be conveyed in the proposed transaction, and a copy of any letters of intent or form agreements presented to LESSOR by the third party offeror. LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the terms and conditions of such offer or by effectuating a transaction with substantially equivalent financial terms. If LESSEE fails to provide written notice to LESSOR that LESSEE intends to meet such bona fide offer no later than 60 days after receipt of LESSOR's Notice, LESSOR may proceed with the proposed transaction in accordance with the terms and conditions of such third party offer, in which event this Agreement shall continue in full force and effect and the right of first refusal described in this paragraph shall survive any such conveyance to a third party. If LESSEE provides LESSOR with notice of LESSEE's intention to meet the third party offer within 60 days of receipt of LESSOR's Notice, then if LESSOR's Notice describes a transaction involving greater space than the Premises, LESSEE may elect to proceed with a transaction covering only the Premises and the purchase price shall be prorated on a square footage basis. Further, LESSOR acknowledges and agrees that if LESSEE exercises this right of first refusal, LESSEE may require a reasonable period of time to conduct due diligence and effectuate the closing of a transaction on substantially equivalent financial terms of the third-party offer. LESSEE may elect to amend this Agreement to effectuate the proposed financial terms of the third party offer rather than acquiring fee simple title or an easement interest in the Premises. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, or any conveyance to LESSOR's family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a sale for which LESSEE has any right of first refusal.

17. RIGHTS UPON SALE. Should LESSOR, at any time during the Term, decide (a) to sell or otherwise transfer all or any part of the Property, or (b) to grant to a third party by easement or other legal instrument an interest in and to any portion of the Premises, such sale, transfer, or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder. In the event that LESSOR completes any such sale, transfer, or grant described in this paragraph without executing an assignment of the Agreement whereby the third party agrees in writing to assume all obligations of LESSOR under this Agreement, then LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of the Agreement.

18. LESSOR'S TITLE. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. LESSOR represents and warrants to LESSEE as of the Effective Date and covenants during the Term that LESSOR has full authority to enter into and execute this Agreement and that there are no liens, judgments, covenants, easements, restrictions or other impediments of title that will adversely affect LESSEE's Use.

19. ASSIGNMENT. Without any approval or consent of the other Party, this Agreement may be sold, assigned or transferred by either Party to (a) any entity in which the Party directly or indirectly holds an equity or similar interest; (b) any entity which directly or indirectly holds an equity or similar interest in the Party; or (c) any entity directly or indirectly under common control with the Party. LESSEE may assign this Agreement to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization without approval or consent of LESSOR. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the other Party, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of either Party shall constitute an assignment hereunder.

20. NOTICE. Except for notices permitted via telephone in accordance with Paragraph 14 and notices permitted via electronic mail in accordance with Paragraph 2, all notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: City of Chipley, Florida
1442 Jackson Avenue
Chipley, Florida 32428

LESSEE: Cellco Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

With a copy to:
Basking Ridge Mail Hub
Attn: Legal Intake
One Verizon Way
Basking Ridge, NJ 07920

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

21. INTENTIONALLY OMITTED.

22. DEFAULT. It is a "Default" if (a) either Party fails to comply with this Agreement and does not remedy the failure within 30 days after written notice by the other Party or, if the failure cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted 30 days and diligently pursue the cure to completion within 90 days after the initial written notice, or (b) LESSOR fails to comply with this Agreement and the failure interferes with LESSEE's Use and LESSOR does not remedy the failure within 10 days after written notice from LESSEE or, if the failure cannot reasonably be remedied in such time, if LESSOR does not commence a remedy within the allotted 5 days and diligently pursue the cure to completion within 15 days after the initial written notice. The cure periods set forth in this Paragraph 22 do not extend the period of time within which either Party has to cure interference pursuant to Paragraph 14 of this Agreement.

23. REMEDIES. In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Property is located. Further, upon a Default, the non-defaulting Party may, with the prior written consent of the defaulting Party, perform the defaulting Party's duty or obligation. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon receipt of an itemized invoice. If LESSEE undertakes any such performance on LESSOR's behalf and LESSOR does not pay LESSEE the full undisputed amount within 30 days of its receipt of an itemized invoice setting forth the amount due, LESSEE may offset the full undisputed amount due against all fees due and owing to LESSOR under this Agreement until the full undisputed amount is fully reimbursed to LESSEE.

24. ENVIRONMENTAL. LESSEE shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety ("EH&S Laws"). LESSEE shall indemnify and hold harmless the LESSOR from claims to the extent resulting from LESSEE's violation of any applicable EH&S Laws or to the extent that LESSEE causes a release of any regulated substance to the environment. To the extent permitted by law, LESSOR shall indemnify and hold harmless LESSEE from all claims resulting from the violation of any applicable EH&S Laws or a release of any regulated substance to the environment except to the extent resulting from the activities of LESSEE. The Parties recognize that LESSEE is only leasing a small portion of LESSOR's property and that LESSEE shall not be responsible for any environmental condition or issue except to the extent resulting from LESSEE's specific activities and responsibilities. In the event that LESSEE encounters any hazardous substances that do not result from its activities, LESSEE may, with the prior written consent of the LESSOR and at LESSEE's expense, relocate its facilities to avoid such hazardous substances to a mutually agreeable location or, if LESSEE desires to remove at its own cost all or some the hazardous substances or materials (such as soil) containing those hazardous substances, LESSOR agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances.

25. CASUALTY. If a fire or other casualty damages the Property or the Premises and impairs LESSEE's Use, rent shall abate until LESSEE'S Use is restored. If LESSEE's Use is not restored within 60 days, LESSEE may request a modification of this Agreement or, if a mutually agreeable modification cannot be reached, terminate this Agreement.

26. CONDEMNATION. If a condemnation of any portion of the Property or Premises impairs LESSEE's Use, Lessee may terminate this Agreement. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to LESSEE's communications

equipment, relocation costs and, specifically excluding loss of LESSEE's leasehold interest, any other damages LESSEE may incur as a result of any such condemnation.

27. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, EH&S Laws, rules, regulations, ordinances, directives, covenants, easements, consent decrees, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises; and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises. It shall be LESSOR's obligation to comply with all Laws relating to the Property, without regard to specific use, except for modifications required solely to enable LESSEE to obtain all necessary building permits, which shall be LESSEE's responsibility.

28. TAXES. If LESSOR is required by law to collect any federal, state, or local tax, fee, or other governmental imposition (each, a "Tax") from LESSEE with respect to the transactions contemplated by this Agreement, then LESSOR shall bill such Tax to LESSEE in the manner and for the amount required by law, LESSEE shall promptly pay such billed amount of Tax to LESSOR, and LESSOR shall remit such Tax to the appropriate tax authorities as required by law; provided, however, that LESSOR shall not bill to or otherwise attempt to collect from LESSEE any Tax with respect to which LESSEE has provided LESSOR with an exemption certificate or other reasonable basis for relieving LESSOR of its responsibility to collect such tax from LESSEE. Except as provided in this Paragraph 28, LESSOR shall bear the costs of all Taxes that are assessed against or are otherwise the legal responsibility of LESSOR with respect to itself, its property, and the transactions contemplated by this Agreement. LESSEE shall be responsible for all Taxes that are assessed against or are otherwise the legal responsibility of LESSEE with respect to itself, its property, and the transactions contemplated by this Agreement.

29. NON-DISCLOSURE. The Parties agree that this Agreement and any information exchanged between the Parties regarding the Agreement are confidential. The Parties agree not to provide copies of this Agreement or any other confidential information to any third party without the prior written consent of the other or as required by law. If a disclosure is required by law, prior to disclosure, the Party shall notify the other Party and cooperate to take lawful steps to resist, narrow, or eliminate the need for that disclosure.

30. MOST FAVORED LESSEE. LESSOR represents and warrants that the rent, benefits and terms and conditions granted to LESSEE by LESSOR hereunder are now and shall be, during the Term, no less favorable than the rent, benefits and terms and conditions for substantially the same or similar tenancies or licenses granted by LESSOR to other parties. Upon LESSEE's request, if LESSOR has offered more favorable rent, benefits or terms and conditions for substantially the same or similar tenancies or licenses as those granted hereunder, then LESSOR shall provide such information to LESSEE and offer LESSEE the more favorable offering. If LESSEE chooses, the parties shall then enter into an amendment that shall be effective retroactively to the effective date of the more favorable offering, and shall provide the same rent, benefits or terms and conditions to LESSEE. LESSEE shall have the right to decline to accept the offering. LESSOR's compliance with this requirement shall be subject, at LESSEE's option, to independent verification.

31. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between the LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LESSOR or the LESSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. The performance of this Agreement shall be governed, interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules. Except as expressly set forth in this Agreement, nothing in this Agreement shall grant, suggest or imply any authority for one Party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. This Agreement may be executed in counterparts, including written and electronic forms. All executed counterparts shall constitute one Agreement, and each counterpart shall be deemed an original.

32. SEPARATE LAND LEASE. LESSOR hereby acknowledges that LESSEE will be executing a separate agreement with The District School Board of Washington County, Florida, pursuant to which LESSEE will have the right to lease certain ground space on the real property surrounding the Tower (the "Land Lease"). LESSOR acknowledges that this Agreement is contingent upon LESSEE executing the Land Lease. Furthermore, if at any time during the term of this Agreement, the Land Lease is terminated, LESSOR agrees that LESSEE shall have the right to terminate this Agreement upon thirty (30) days' prior written notice to LESSOR.

(Signatures appear on the following page)

IN WITNESS WHEREOF, this Agreement is entered into by the Parties as of the Effective Date.

LESSOR:

City of Chipley, Florida, a municipal
corporation

By_____

Name _____

Its _____

Date _____

LESSEE:

Cellco Partnership d/b/a Verizon
Wireless

By_____

Name _____

Its _____

Date _____

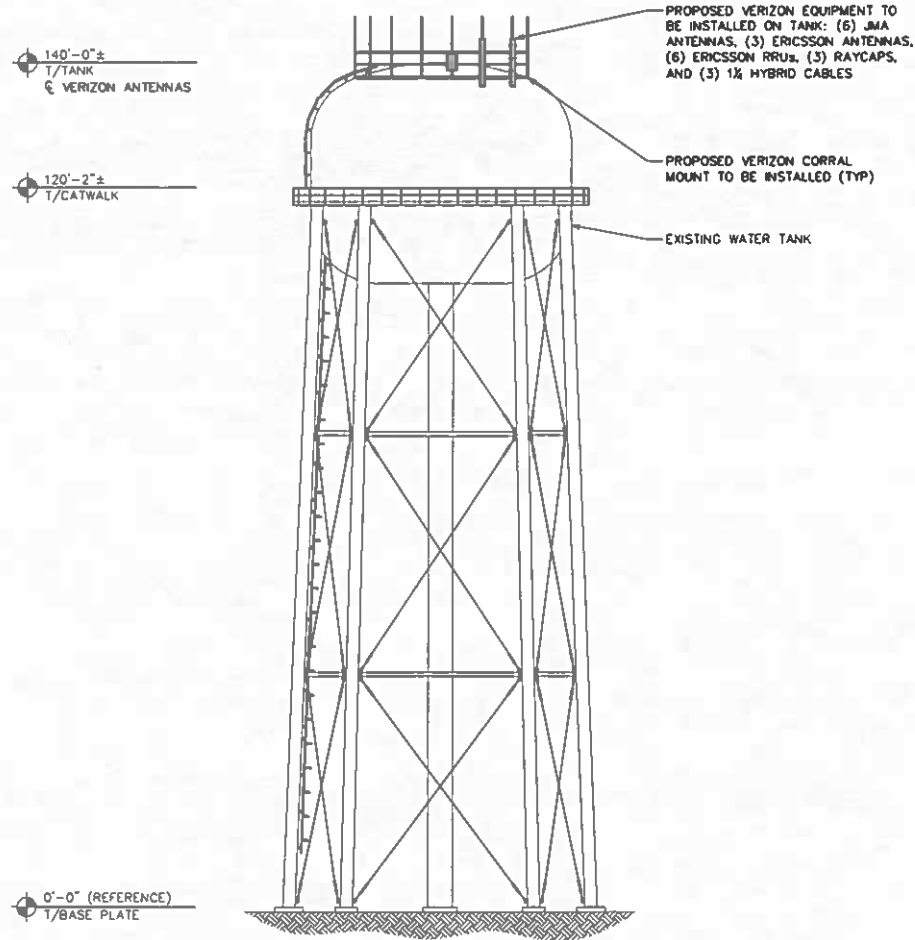
EXHIBIT "A"

DEPICTION OF THE PREMISES

[See attached.]

NOTE:

WATER TANK ELEVATION SHOWN IS A SCHEMATIC. THE CONTRACTOR TO VERIFY ACTUAL TOWER DESIGN & LOADING WITH WATER TANK DRAWINGS FROM MANUFACTURER AND/OR STRUCTURAL ANALYSIS REPORT PRIOR TO CONSTRUCTION.



TANK ELEVATION

SCALE: 1" = 20'



PLANS PREPARED FOR:

verizon

4700 EXCHANGE COURT, SUITE 100
BOCA RATON, FL 33431
(561) 995-5539

PROJECT INFORMATION:

VZW SITE #: 5000901352

**VZW SITE NAME:
HARDEN LN**

BRICKYARD ROAD
OWPLEY, FL 32428
(WASHINGTON COUNTY)

PLANS PREPARED BY:

LEP

TEP OPCO, LLC
326 TRYON ROAD
RALEIGH, NC 27603-3530
OFFICE: (919) 661-6351
www.lepgroup.net
FL COA #31011

SEAL:



2	09-13-24	LEASE EXHIBIT
1	03-15-23	LEASE EXHIBIT
0	10-10-22	LEASE EXHIBIT
REV	DATE	ISSUED FOR:

DRAWN BY: CV CHECKED BY: JRU

SHEET TITLE:

**TANK
ELEVATION**

SHEET NUMBER:	REVISION:
L-3	2
TEP# 312661732717	

EXHIBIT "B"**DESCRIPTION OF LESSEE'S EQUIPMENT**

- (3) Ericsson AIR6419 Antennas
- (6) JMA MX06FIT865-02 Antennas
- (3) OVPS
- (3) Ericsson 4490 RRUs
- (3) Ericsson 4890 RRUs
- (3) 6X12 Hybrid Cables

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Professional Engineering Continuing Services Agreement Task Order – Chipley Clean Water SRF Facilities Plan Study – Mott MacDonald Florida, LLC

MEETING DATE

Tuesday, February 11, 2025

PREPARED BY

Patrice Tanner, City Administrator

SUMMARY

This will approve a Continuing Services Agreement Task Order with Mott MacDonald Florida, LLC for the preparation of an SRF Facilities Plan for improvements to the City's Wastewater Treatment Plant and Wastewater Collection Systems in the amount of \$90,000.00.

RECOMMENDATION

City Staff recommend approval of the Mott MacDonald Task Order – Chipley Clean Water SRF Facilities Plan Study.

ATTACHMENTS

1. Task Order

CITY OF CHIPLEY**Service Order****DATED: February 7, 2025**

This Service Order is issued between **City of Chipley** ("CLIENT") and Mott MacDonald Florida, LLC ("ENGINEER") pursuant to the Master Agreement for Professional Services ("Agreement") between the parties dated June 14, 2022 and subject to all the terms and conditions thereof.

SPECIFIC PROJECT NAME

502100951-002 Chipley Clean Water Facilities Planning Study

SPECIFIC PROJECT DESCRIPTION

Produce planning documents for improvements to the City's Wastewater Treatment Plant and Wastewater Collection Systems.

SCOPE OF SERVICES

The ENGINEER is hereby requested to perform the following services (the "Work"):

1. Coordinate with current City Staff on issues pertaining to the wastewater systems.
2. Produce a Preliminary Engineering Report with information pertaining to the following:
 - a. Evaluation of City of Chipley WWTP
 - b. Evaluation of City of Chipley gravity collection system.
 - c. Evaluation of City of Chipley forcemain transmission system.
 - d. Evaluation of available data to assess Infiltration and Inflow and, if necessary, provide recommended improvements.
 - e. Visual, electrical, and mechanical evaluation of Wastewater Pumping Stations that are more than 10 years old and, if necessary, provide recommended improvements.
3. Provide prioritized list of recommended system improvements, including cost projections.
4. Deliver a written report of findings in a format suitable for submittal to funding agencies.
5. Prepare FDEP SRF Request for Inclusions.
6. Attend public hearing.

OWNER'S RESPONSIBILITIES

1. Provide maintenance records,
2. Copies of as-builts,
3. Previous studies,
4. Financial documents for applications,
5. Any and all relevant information required to conduct technical studies

COMPENSATION

The ENGINEER shall be compensated as follows:

Fixed Price. ENGINEER's compensation shall be a fixed price (lump sum) of \$90,000.00

The ENGINEER shall not make payment in excess of the fixed price or "not-to-exceed" amount unless covered by an express written amendment to this Service Order.

AUTHORIZATION

The undersigned Authorized Representative represents that funds have been duly appropriated and committed for this Work Order and that the Work has been duly authorized by the CLIENT. A copy of the CLIENT's authorizing Resolution is annexed hereto.

ACCEPTED:

MOTT MACDONALD FLORIDA, LLC

CITY OF CHIPLEY

By _____
Billy R. Perry – Senior Vice President

By _____
Authorized Representative

printed name & title

Dated: _____

Dated: _____

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Professional Engineering Continuing Services Agreement Task Order – Chipley
Drinking Water SRF Facilities Plan Study - Mott MacDonald Florida, LLC

MEETING DATE

Tuesday, February 11, 2025

PREPARED BY

Patrice Tanner, City Administrator

SUMMARY

This will approve a Continuing Services Agreement Task Order with Mott MacDonald Florida, LLC for the preparation of an SRF Facilities Plan for improvements to the City's Wastewater Treatment Plant and Wastewater Collection Systems in the amount of \$90,000.00.

RECOMMENDATION

City Staff recommend approval of the Mott MacDonald Task Order – Chipley Drinking Water SRF Facilities Plan Study.

ATTACHMENTS

1. Task Order

CITY OF CHIPLEY**Service Order****DATED: February 7, 2025**

This Service Order is issued between **City of Chipley** ("CLIENT") and Mott MacDonald Florida, LLC ("ENGINEER") pursuant to the Master Agreement for Professional Services ("Agreement") between the parties dated June 14, 2022 and subject to all the terms and conditions thereof.

SPECIFIC PROJECT NAME

502100951-003 Chipley Drinking Water Facilities Planning Study

SPECIFIC PROJECT DESCRIPTION

Produce planning documents for improvements to the City's Drinking Treatment Plants and Distribution Systems.

SCOPE OF SERVICES

The ENGINEER is hereby requested to perform the following services (the "Work"):

1. Coordinate with current City Staff on issues pertaining to the potable water systems.
2. Produce a Preliminary Engineering Report with information pertaining to the following:
 - a. Evaluation of City of Chipley Wells
 - b. Evaluation of City of Chipley Water Towers
 - c. Evaluation of City of Chipley Distribution System
3. Provide prioritized list of recommended system improvements, including cost projections.
4. Deliver a written report of findings in a format suitable for submittal to funding agencies.
5. Prepare FDEP SRF Request for Inclusions.
6. Attend public hearing.

OWNER'S RESPONSIBILITIES

1. Provide maintenance records,
2. Copies of as-builts,
3. Previous studies,
4. Financial documents for applications,
5. Any and all relevant information required to conduct technical studies

COMPENSATION

The ENGINEER shall be compensated as follows:

Fixed Price. ENGINEER's compensation shall be a fixed price (lump sum) of \$90,000.00

The ENGINEER shall not make payment in excess of the fixed price or "not-to-exceed" amount unless covered by an express written amendment to this Service Order.

AUTHORIZATION

The undersigned Authorized Representative represents that funds have been duly appropriated and committed for this Work Order and that the Work has been duly authorized by the CLIENT. A copy of the CLIENT's authorizing Resolution is annexed hereto.

ACCEPTED:

MOTT MACDONALD FLORIDA, LLC

CITY OF CHIPLEY

By _____
Billy R. Perry – Senior Vice President

By _____
Authorized Representative

printed name & title

Dated: _____

Dated: _____

You are invited to a Zoom webinar.

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

Topic: **City Council Meeting**

Join from PC, Mac, iPad, or Android:

<https://us02web.zoom.us/j/88597084999>

Phone one-tap:

+16469313860,,88597084999# US

+13017158592,,88597084999# US (Washington DC)

Join via audio:

+1 646 931 3860 US

+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)

+1 564 217 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

+1 386 347 5053 US

+1 507 473 4847 US

Webinar ID: 885 9708 4999