

**REGULAR MEETING  
CITY COMMISSION  
CITY OF APALACHICOLA, FLORIDA  
TUESDAY, MAY 7, 2019 - 6:00 PM  
APALACHICOLA COMMUNITY CENTER  
#1 BAY AVENUE  
APALACHICOLA, FLORIDA**

**AGENDA**

You are welcome to speak or comment on any matter under consideration by the Apalachicola Board of City Commissioners when recognized to do so by the Mayor. Once recognized please rise to the podium, state your name for the record and adhere to the five minute time limit.

- I. Call to Order
  - Invocation (Please rise and remain standing)
  - Pledge of Allegiance
- II. Agenda Adoption
- III. Mayor's and Commissioners Reports and Communications
- IV. City Manager Communications
  - Letter of Support
  - Harbor Master House
  - JBG Rockfest
  - Legislative Update
- V. Attorney Pat Floyd Communications
- VI. Presentations
  - A. 2019-2024 Capital Improvements Plan Presentation – Ron Nalley, City Manager
- VII. Public Hearing – Ordinance No. 2019-03– Mobile Food Trucks Ordinance
- VIII. Public Comment

The public is invited to speak on any agenda, non-agenda and/or consent agenda topics. Comments should be less than "five" minutes.

*All items on the Consent Agenda are considered routine, to be enacted by one motion. If a member of the governing body requests discussion of an item, it will be removed from the Consent Agenda and considered separately.*

- XI. Consent Agenda
  - A. Meeting Minutes Adoption
    - **Suggested Motion:** Adopt the April 2, 2019 Regular Meeting Minutes and April 16, 2019 Special Meeting Minutes.
  - B. Planning & Zoning Minutes Confirmation
    - **Suggested Motion:** Confirm the March 2019 Planning and Zoning Minutes
  - C. Grant Submittal Approval – Achieving Resilience Through Hazard Mitigation
    - **Suggested Motion:** To Approve Submittal of a Grant Proposal to NOAA's Northern Gulf Of Mexico Sentinel Site Cooperative on behalf of the City of Apalachicola.

- D. Grant Submittal Approval – Apalachicola Area Historical Society – Florida Division of Historic Resources Grant
- **Suggested Motion:** To Adopt Resolution 2019-08 Supporting the Grant Application not to Exceed \$200,000 to the Florida Division of Historic Resources for the Renovation of the Raney House

X. Unfinished Business

- A. Ordinance 2019-03 – Mobile Food Truck Regulations
- **Suggested Motion:** To Adopt Ordinance 2019-03 Mobile Food Trucks Ordinance.
- B. Ordinance 2019-04 Amending Article 17 – Elections of the City of Apalachicola Charter
- **Suggested Motion:** To Approve the First Reading of Ordinance 2019-04 Amending Article 17 – Elections of the City of Apalachicola Charter and Proceed with the Adoption Process.
- C. Resolution 2019-07 Providing for the Adoption of the Rules of Procedure for the Apalachicola City Commission
- **Suggested Motion:** To Adopt Resolution 2019-07 Providing for the Adoption of the Rules of Procedure for the Apalachicola City Commission
- D. Discussion Concerning the Christiana Moore Case – 51 8<sup>th</sup> Street
- **Suggested Motion:** None at this time pending further discussion by the City Commission

XI. New Business

- A. Grant Submittal Approval – Project Impact – 21<sup>st</sup> Century Community Learning Center Grant
- **Suggested Motion:** To Approve Submittal of a Grant Proposal to the Department of Education 1<sup>st</sup> Century Community Learning Centers Program on behalf of the City of Apalachicola and Project Impact.
- B. Public Assistance Funding Agreement
- **Suggested Motion:** To Approve the Public Assistance Funding Agreement with the State of Florida and Authorize the Mayor and City Manager to Execute the Necessary Documents.
- C. Mayor’s Election Proclamation for 2019
- **Suggested Motion:** To Authorize Mayor Johnson to sign the 2019 Mayor’s Election Proclamation.

XII. Adjournment

Any person who desires to appeal any decision at this meeting will need a record of the proceeding and for this purpose, may need to ensure that a verbatim record of the proceeding is made which includes testimony and evidence upon which the appeal is based. Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk’s Office 48 hours in advance of the meeting.



# CITY OF APALACHICOLA

1 Avenue E • Apalachicola, Florida 32320 • 850-653-9319 • Fax 850-653-2205  
www.cityofapalachicola.com

May 7, 2019

Mayor  
Van W. Johnson, Sr.

TO: Mayor and City Commission

Commissioners  
Brenda Ash  
John M. Bartley, Sr.  
James L. Elliott  
Anita Grove

FR: Ron Nalley, City Manager *Ron*  
RE: City Manager Communications – May City Commission Meeting

City Manager  
Ron Nalley

City Administrator  
Lee H. Mathes, MMC

City Clerk  
Deborah Guillotte, CMC

City Attorney  
J. Patrick Floyd

During your meeting on May 7<sup>th</sup>, I will be giving a brief update on several matters. Below is a summary of those topics:

- 1) Letter of Support – The City of Apalachicola has been asked by the Apalachee Regional Planning Council to send a letter of support to FDOT District 3 Secretary Phillip Gainer regarding their request for an interchange at I-10 and SR 65. This new interchange would allow for a closer and more direct evacuation route going north from the coast and provide a direct transportation corridor with significant impact on Franklin's County economic and tourist development. Unless the City Commission expresses any concerns, Mayor Johnson will be asked to sign the attached letter of support.
- 2) Harbor Master House – As mentioned in an email to the Commission on April 23<sup>rd</sup>, black mold was discovered in the Harbor Master House and the decision was made by FWCC to leave the building until the cause and extent of the problem was determined. Following review of the results of their testing and remediation cost estimates it was decided that FWCC will terminate their lease with the City. Staff has contacted our insurance agent as well as FEMA to determine how much of the cost for remediation might be covered under existing policies and through Hurricane Michael public assistance. I will continue to keep you posted of any developments.
- 3) JBG Rockfest – JBG Rockfest is an annual concert put together by the Justin B. Griffin Memorial Skate Park. It is a two day event to help raise funds to revamp the local skate park for the community's youth. Since 2012, this event has been held on St. George Island, but due to damages from Hurricane Michael, the show this year has been relocated to Halfshell Dockside on Market Street. The event will be held on May 17 and 18 and is an all-ages event with live music. They are expecting between 250 and 350 guests throughout the weekend. The City will be assisting by providing off-duty police officers for the event, who will be paid through concert proceeds.
- 4) Legislative Update – Augusta West will be giving a brief legislative update at your meeting.

If you questions or have other topics that you would like for me to update you on, please do not hesitate to contact me.



# CITY OF APALACHICOLA

1 Avenue E • Apalachicola, Florida 32320 • 850-653-9319 • Fax 850-653-2205  
www.cityofapalachicola.com

**Mayor**  
Van W. Johnson, Sr.

**Commissioners**  
Brenda Ash  
John M. Bartley, Sr.  
James L. Elliott  
Anita Grove

**City Manager**  
Ron Nalley

**City Administrator**  
Lee H. Mathes, MMC

**City Clerk**  
Deborah Guillotte, CMC

**City Attorney**  
J. Patrick Floyd

May 3, 2019

Mr. Phillip Gainer, PE  
FDOT District 3, Secretary  
1074 Highway 90 East  
Chipley, FL 32428-0607

**RE:** Letter of Support regarding Apalachee Regional Planning Council's request to the FDOT to determine the Feasibility and Potential Construction of an interchange at Interstate 10 and FL State Road 65.

Dear Secretary Gainer:

The City Commission for the City of Apalachicola is in support of the Apalachee Regional Planning Council's (ARPC) request to the Florida Department of Transportation, District 3, to determine the feasibility of constructing an interchange at Interstate 10 (I-10) and FL State Road 65 (SR 65) in Gadsden County.

The City strongly supports this request because SR 65 is the closest and most direct route north from the coast for residents and visitors of St. George Island, Eastpoint, and Apalachicola in Franklin County and for those in Sumatra, Wilma, Telogia, and Hosford in Liberty County. In addition, SR 65 would be utilized by residents and visitors of the City of Carrabelle and Lanark Village when evacuating using County Road 67 (CR 67). SR 65 is the only identified Evacuation Route from these two Counties. CR 67 is not an identified Evacuation Route for Franklin County and quickly floods at Pine Log Bridge in Franklin County and at several low areas in Liberty County.

Although SR 65 is identified as the Evacuation Route for Franklin, Liberty and Gadsden Counties, it does not have connectivity to I-10 to provide for safe and efficient East/West evacuation out of the way of any potential storm or natural disaster. As a result, FL State Road 20 (SR 20) becomes heavily congested to the point of a standstill as occurred during evacuation for Hurricane Michael. FL SR 20 does not safely and efficiently manage

the amount of traffic evacuating via SR 65 from these three Counties that must travel East or West to move out of the way of a storm.

As well, an interchange at I-10 and SR 65 would have a significant and positive economic impact to all of Franklin County. This interchange would make SR 65 a direct transportation corridor into the heart of Franklin County. The increased opportunities for tourism and economic development would be substantial.

The City of Apalachicola appreciates your attention to this matter and if we can assist further in this effort in any way, please do not hesitate to contact me at (850) 323-0602 or our City Manager at (850) 653-9319 extension 204.

Sincerely,

Van W. Johnson, Sr.  
Mayor

CITY OF APALACHICOLA  
ADMINISTRATION DEPARTMENT  
APRIL 2019

- Updated meeting calendar on website
- Complete all quarterly Payroll Reports
- Completed March accounting
- Posted April revenues and expenses
- Assisted staff with tree applications, utility bill issues, and payroll processing
- Staff assisted with Cemetery, utility bills, garbage, permitting issues, city property rentals and other miscellaneous duties
- Completed tasks as assigned by the City Manager
- Update and Worked on Upcoming Election Package
- Cross-training job duties with personnel in office
- Preparing Apalachicola Bay Oyster License Program that will begin May 15, 2019
- Melissa Hand being trained in accounts receivable/payable

29 work orders issued and completed  
Approximately 70 accounts payable checks processed  
1964 payments processed  
2,042 bills processed  
6 public records request processed

**City of Apalachicola  
Police Department**

April has been a busy month for A.P.D. The month started off with Officer Ginger Creamer finding a bag of what was found to contain methamphetamine. The street value is estimated at around 5,000. April also turned somber for our department as we attended the funerals of Lt. Chet Turner's grandfather and Officer Ginger Creamer's mother. Community involvement was busy this month as we participated in the annual Torch Run to raise awareness of the Special Olympics. We also did extra patrol for the annual Paddle Jam held on April 5, 6, and 7th and for the annual Antique Car and Boat Show on April 20th. As always, our officers are always busy in the community with helping citizens and other agencies, for example several officers assisted in helping perform CPR this month, arriving on scene prior to EMS. We also responded to a house fire and several animal complaints.

<u>April</u>	<u>Totals</u>
Traffic Stops/ Warnings/ citations	30
Arrests/ Warrant Requests	5
Traffic Accidents	10
Burglary/Theft calls	7
Assist Citizens/ Complaints/investigations	696
Trespass Warnings/agreements	16
Business alarm calls/building checks/welfare checks	378
Assist county call/other agencies	27
Domestic cases involving violence/disturbance calls	1
Drugs	0
Total calls from dispatch	702

## City of Apalachicola Monthly Summery Report

April 2019

### Apalachicola Margaret Key Library

#### Statistics:

- 30 new cards issued
- 0 seasonal renewals
- 164 new items added to collection
- 387 items checked out
- 705 computer and Wi-Fi uses
- 60 hands-on individual direct services assistance
- 2 adult / YA programs with 38 in attendance
- 12 children's programs with 215 in attendance

#### Of note:

- Staff is working steadily on a complete inventory of the library collection. Some materials have been reclassified for patron convenience. Once this project is complete, staff will work on interior signage and delve deeply into the archives project.
- Volunteers are getting ready for the May 4 book sale at the old library. Patrons continue to be generous in their donations to the sale. The twice yearly book sales are a major fundraiser for the library. All money earned from the sale goes to buy new books for the library.
- On a light note, Huey, Louie, Dewey & Delicious are roosting at the library for the next few weeks. This peeps incubator project was the science part of the library's STEAM-M program. This was fun and fascinating for youngsters of all ages. Once the peeps have lost their down, they will be given to a new home. Other STEAM-M programs of note include an art mural project with Jenny Odum and a math-music celebration with Randy Mimms.
- Pelican Pouches are available for checkout! Included in the pouches are games, puzzles, manipulative and -- of course! -- books to assist parents and children with physical and cognitive disabilities. Audie Pieper was instrumental in developing the bags and developing partnership events for parents and children. Additional pouches are in development for adults with physical and cognitive issues. The pouches are funded by a PLAN grant received this winter.
- Summer Reading is on the horizon. Special family events include a Glow Room Adventure and a Star Wars caper. Readers will earn toppings on sundaes for books they have read. They must choose: go with the Rebellion on the light side [vanilla] or become part of the Empire and the dark side [chocolate]. For teens, the summer will be capped with a Harry Potter themed Comic-Con event in partnership with the HCA. We will partner with Project Impact again this year to provide field trips, reading materials, and one-to-one reading partners.



# ***Code Enforcement Monthly Report***

## **April, 2019**

1. Number of tree removal applications for this month is 13 on private property with fee and 0 on city property with no fee.
2. Assisted on building permits applications. Field work I checked construction sites for permits.
3. Addressed 15 complaints that came into or were called into the office, 9 were about trees, 0 was no permit, 1 was about a derelict vehicle and 4 was trash on city right of ways. I'm working with the Police Department on getting the derelict vehicle towed.
4. Marked off grave lots in cemeteries as work orders required.
5. Completed 16 work orders as assigned.
6. Checked the payment drop box at old city hall twice a day the first week of the month. Then I check it once a day for the remaining weeks.
7. Checked payment drop boxes at Battery Park Boat Basin every Monday.
9. Assisting all Departments, City Hall, Public Works, Water & Sewer, and Waste Water Plant, as needed.
10. Got all grease traps checked for this quarter, working with Mr. Robert Graham on the two businesses that are causing problems with grease in the sewer system.
11. I have been working with Mr. Greg James with WASTE PRO on getting some of the yard trash piles picked up around town that are on city right of ways.

Wilbur L. Bellew: \_\_\_\_\_

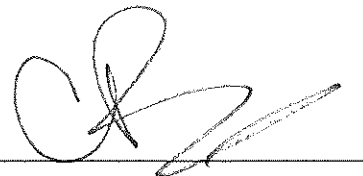
Date: \_\_\_\_\_



4-30-19

## City Building Department Monthly Report / April 2019

1. For this month, I have processed and issued 44 permits.
2. 47 Sidewalk applications were mailed out
3. 1 Records request processed
4. Attended a 2 flood proofing class/meetings
5. 1 appeal meeting is scheduled
6. Completed CIP worksheets
7. Reviewed 8 applications for P&Z, 1 denial letter sent

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke at the end, positioned above a horizontal line.

Signature/Date

## Water and Wastewater Department Monthly Report April 2019

### Water Plant

- . We treated 11.190 MG of Drinking water
- . 4/2 Collected TTHM samples
- . Spent several hour a day for 10 Days cleaning Medium (small plastic balls with slots in them). They had to be rinsed, soaked in strong bleach water, rinsed again. We believe adding Medium to the Stripper on Top of the Ground Storage tank will help with the TTHM's and know it will help with the taste of the water. We should have them in by the end of April.

### Wastewater Treatment Plant

- . We Treated 7.350 MG of wastewater
- . 4/3 Cleaning on the Inf. Headworks
- . 4/10 Put boat in #3 SBR tank to Inspect Inf. Valve that is leaking by when closed. Greased the Mixers while we had the boat in tank. Greased Mixers in #2 SBR also.
- . 4/11 Eff. Flow going to Reject Pond Problem with blowers upset plant. Added Microbes to both SBRs. A power surge caused the blowers to have to be reset.
- . 4/14 Eff. Flow back going to Reuse System.
- . 4/21 #4 Blower tripped out Found a loose wire that was arcing repaired it
- . 4/24 Cleaning on #2 Disc Filter

### Distribution and Collections

- . We handled 40 Work Orders from City Hall thru 4/24
- . Vac trailer not working properly. Did PM on it. Changed Oil cleaned filters and replaced a bad . battery. It is working better but the Vac. Pump needs to be Rebuild.
- . Repaired 2 small Water leaks
- . 4/3 Checked out water complaint in Highland Park. Flushed Lines. Water looked Good. Will be adding a Auto flusher when we get one built.
- . 4/18 Tracom Hit a 2" sewer line boring for the Phone company The valve on the line would not close off the flow. Borrowed a Pincher from City of Port St. Joe and installed a new valve. No one is staying at the address the line goes to. Will repair line next week. It is 7' deep will have to be well Pointed and dried up before we can dig.
- . 4/25 #4 Vac. Pump running hot and blowing oil out of vent. Pulled inspection plate and one of the internal filters had came loose and was the problem. Cleaned filter, Put it back in place and changed oil in Pump working OK now

CITY OF APALACHCOLA PUBLIC WORKS MONTHLY REPORT  
APRIL 2019

Serviced four vehicles. Replaced brakes on one vehicle.  
 Meet with FEMA inspectors about repair on alleys.  
 Worked on, and completed the CIP plan for public works.  
 Removed tripping hazard (bolts sticking up) at Battery Park boat ramp.  
 Fixed and repaired several broke items at public restrooms.  
 We collected 166 bags of trash downtown and at parks.  
 Installed 200' of culvert pipe on Ellis Van Fleet to improve drainage.  
 We have cut all of downtown, and various alleys.  
 We cut all parks and main fairways several times.  
 We cut city properties several times.  
 We cut city cemeteries.  
 We had 8 funerals, open and close.  
 We completed 27 work orders.  
 We removed a stump and tree blocking alley off Avenue I.  
 We dug ditch on Myrtle Avenue

public works monthly work load indicators 2018/2019

	Signs Replaced	Work Orders	Downtown Trash Bags	Culverts Replaced	Vehicle Serviced	Funerals
oct	15	12	84	1	2	
nov	12	22	75	0	1	2
dec	3	25	93	0	2	6
jan	0	22	167	0	2	3
feb	0	15	139	1	1	4
march	0	28	150	1	1	2
april	0	27	166	2	3	8
may						
june						
july						
aug						
sept						
total	30	151	874	5	12	25

Robert Osburn

April 30, 2019

# **City of Apalachicola CRA Monthly Summary Report: April 2019**

Submitted by Executive Director Augusta R. West

## **USDA Grant/Loan Funding Package for Drinking Water Improvements**

This month the City and USDA signed a Letter of Agreement for a \$1.7 million federal funding package for drinking water improvements. The package consists of a \$1,230,730 grant and a \$474,000 long-term low-interest loan to fund the installation of the improvements required by the Florida Department of Environmental Protection to address the Trihalomethane (TTHM) compliance issue in our municipal water. Once the City is back in compliance, the Consent Order and \$100 per day fines will end.

A public meeting was held on April 16 to give citizens the opportunity to become acquainted with the proposed water system improvements and to question/comment. Kyle Andree of Inovia Consulting, the engineering firm of record for this project, presented the engineering aspects while SheNeena Forbes of USDA Rural Development and Mary Gavin of the Southeast Rural Community Assistance Project discussed the funding side and presented the Letter of Conditions and Resolution to accept the funding package to the City Commission. I am wrapping up the completion and submission of additional forms and documents required by USDA at this stage. The Obligation of Funds at the state level is in process. In the coming weeks a post-obligation conference will be scheduled in which City staff, the engineer, City attorney, and USDA staff coordinate next steps for the loan closing and bidding process.

Inovia Consulting is now finalizing updated construction plans. Next, Inovia will provide bidding services to select the contractor to perform the work. It is anticipated that the bidding process will take approximately 3 months. Site preparation work can begin within 30 days of the bid being awarded. The construction duration is expected to last approximately 6 months.

The award concludes several months of effort in developing the grant application; coordinating with City staff, USDA staff, the engineering firm, and others; gathering and furnishing supporting documentation and financial data; reviewing reports and professional services agreements; ensuring that USDA received all requested materials in a timely manner; and providing updates for DEP. The need for drinking water improvements was among the top issues raised by CRA district residents and business owners, and it was my pleasure to acquire the funding to facilitate this much needed project.

## **State Legislative Agenda**

I continually monitor the components of the City's 2019 Legislative Agenda. Lobbyist Patrick Bell stated that as of April 30 the City had approximately \$425,000 in the budget for water and sewer appropriations projects. Conference committee meetings have been taking place for the past several days to resolve differences in the budget between the House and Senate. With session ending May 3, we will have the results very soon. Patrick's work has been critical in advancing our multi-faceted agenda on a daily basis at the Capitol. If we are allocated funds for water/sewer projects, the funding will go through DEP and will be available after July 1. The City may also receive funds through disaster recovery legislation. The Apalachicola Environmental Stewardship Bill was hindered this session by a controversy surrounding its funding source. We have been encouraged to present a modified version next session. We are already strategizing for the 2020 session and will begin discussions with legislators, including our new House Representative, this summer.

## **USDA Rural Business Development Grant**

This project is for new pervious parking, lighting, and sidewalks on Water Street and Avenue G as well as sidewalk repair on Commerce Street. This program is a 100% grant with no match required by the City. The application package is currently under review. The State USDA office will make its determination of funding this summer. It is recommended that a second RBDG project be developed over the next few months to apply for funding in spring of 2020.

### **Additional Grant Funding**

I am in ongoing conversations with USDA staff at both the regional and state level, the Apalachee Regional Planning Council, the Department of Economic Opportunity, and others about grant programs that fit CRA initiatives. I have updated the CRA grant matrix to summarize sources of funding for potential projects.

### **Electric Car Charging Stations**

The expected timeline for completion of this project is June 2019. Three stations will be installed at three downtown sites: Avenue F in front of the old Ford lot, on Avenue D near the Hayes House, and on Commerce Street alongside the Visitors Center. This is a pilot project by Duke Energy, and installation is at no charge to the City. Project completion will position Apalachicola as the only site with public electric car charging stations between Panama City and Tallahassee. This will attract visitors who are part of the growing electric car market to shop and dine in Apalachicola while their vehicles are charging. I will continue to coordinate with NovaCharge, Duke Energy's installation contractor, until completion.

### **Visit by Department of Economic Opportunity and Other State Agencies**

Barbara Powell of DEO is coordinating dates for a site visit by their staff and staff from other state agencies to discuss the City's challenges and opportunities for resources to address them.

### **CRA Plan Update**

The plan update process is underway. It was decided at the CRA Plan Update Workshop on April 25 to hold two public meetings to gather community input. One will be held at Holy Family to focus on the priorities of Hill neighborhood residents, and the other will be held at the Community Center with a focus on businesses.

### **Kayak Launch**

This project has been on hold in order to focus on the USDA water application.

### **Signage Project**

This project has been on hold in order to focus on the water application.

CITY OF APALACHICOLA LINE ITEM FINANCIAL STATEMENTS  
FOR PERIOD ENDED MARCH 31, 2019  
GENERAL FUND REVENUES

GL#	TITLE	ADOPTED BUDGET	AMENDMENTS	AMENDED BUDGET	CURRENT PERIOD	YTD ACTUAL	% OF BUDGET	REMAINING BALANCE
411001	AD VALOREM TAX - 9.5043	1,344,400.00		1,344,400.00	63,992.34	1,154,776.98	86%	192,623.02
412001	1/2 CENT SALES TAX	170,000.00		170,000.00	11,421.13	73,079.46	43%	96,920.54
412002	MOBILE HOME LICENSE TAX	100.00		100.00	-	125.00	125%	(25.00)
412003	ALCOHOLIC BEVERAGE TAX	8,000.00		8,000.00	-	3,157.59	39%	4,842.41
413100	UTILITY FRENCHISE	130,000.00		130,000.00	10,433.90	73,074.03	56%	56,925.97
413200	LOCAL COMMUNICATIONS TAX	62,000.00		62,000.00	5,715.01	27,579.54	44%	34,420.46
414100	UTILITY TAX	200,000.00		200,000.00	18,965.09	61,151.80	31%	138,848.20
421001	OCCUPATIONAL LICENSE TAX	30,000.00		30,000.00	1,628.43	14,700.63	49%	15,299.37
422006	GOLF CART PERMITS	10,000.00		10,000.00	1,250.00	5,200.00	52%	4,800.00
422004	SPECIAL EXCEPTION/VARIANCE FEE	6,000.00		6,000.00			0%	6,000.00
415120	STATE REVENUE SHARING	93,000.00		93,000.00	7,887.43	47,324.55	51%	45,675.45
4302	FINES & FORFEITURES	2,000.00		2,000.00	198.69	561.51	28%	1,438.49
4303	CEMETERY LOTS & OPENINGS	15,000.00		15,000.00	800.00	5,816.00	39%	9,184.00
44012	FACILITY/PROPERTY RENT	37,000.00		37,000.00	3,626.51	17,813.66	48%	19,186.34
422001	BUILDING PERMIT FEES	40,000.00		40,000.00	2,015.59	11,002.16	28%	28,997.84
422007	TREE APPLICATION FEES	3,300.00		3,300.00	450.00	2,500.00	76%	800.00
4305	STORMWATER FEES	30,000.00		30,000.00	1,365.89	7,796.00	26%	22,204.00
440163	DOT - TRAFFIC LIGHT REIMB	4,500.00		4,500.00			0%	4,500.00
440183	SANITATION FEES	550,000.00		550,000.00	46,958.26	192,560.68	35%	357,439.32
4555	COMMUNITY GARDEN	3,000.00		3,000.00	0.89	305.63	10%	2,694.37
44018	FARMERS MARKET	3,000.00		3,000.00	271.06	2,182.97	73%	817.03
4401	MISCELLANEOUS REVENUES	2,000.00		2,000.00	1,403.84	1,935.34	97%	64.66
4505	GRANT - GIS MAPPING PHASE II	50,000.00		50,000.00			0%	50,000.00
45081	GRANT - FAMU BUSINESS SUPPORT	147,700.00		147,700.00			0%	147,700.00
4537	GRANT - TECHNICAL ASSISTANCE	40,000.00		40,000.00	15,000.00	15,000.00	38%	25,000.00
45364	GRANT - FWC PARK RESTROOMS	462,400.00		462,400.00	0.26	30,947.92	8%	462,400.00
44019	GRANT - STORMWATER RETROFIT	398,500.00		398,500.00			0%	367,552.08
4546	GRANT - DOT BEAUTIFICATION	200,000.00		200,000.00	48,002.66	142,517.75	38%	200,000.00
4102	PROJECT IMPACT	370,900.00		370,900.00	4,149.10	32,290.26	52%	228,382.25
11025	LOCAL OPTION GAS TAX	62,000.00		62,000.00	0.57	17,270.79	43%	29,709.74
4301	COUNTY FIRE PROTECTION - MSBU	40,000.00		40,000.00	0.30	1.76	0%	22,729.21
4304	APALACHICOLA OYSTER LICENSE	40,000.00		40,000.00	3,434.26	27,171.04	68%	39,998.24
45025	HISTORY, CULTURE, ARTS MUSEUM	40,000.00		40,000.00			0%	12,828.96
45023	TRANSFER FROM CRA	10,000.00		10,000.00			0%	10,000.00
4553/45024	LIBRARY PROGRAMS	1,000.00		1,000.00		4,572.00	457%	(3,572.00)
4401	INSURANCE - HURRICANE MICHAEL		436,752.07	436,752.07		436,752.07	100%	-
44015	DUKE ENERGY DONATION		10,000.00	10,000.00		10,000.00	100%	-
	<b>TOTAL GENERAL FUND REVENUES</b>	<b>4,605,800.00</b>	<b>446,752.07</b>	<b>5,052,552.07</b>	<b>248,971.21</b>	<b>2,416,167.12</b>	<b>48%</b>	<b>2,636,384.95</b>

CITY OF APALACHICOLA LINE ITEM FINANCIAL STATEMENTS  
 FOR PERIOD ENDED MARCH 31, 2019  
 GENERAL FUND - GOVERNING BODY EXPENDITURES

GL#	TITLE	ADOPTED BUDGET	AMENDMENTS	AMENDED BUDGET	CURRENT PERIOD	YTD ACTUAL	% OF BUDGET	REMAINING BALANCE
513120	SALARIES	26,800.00		26,800.00	1,936.80	11,620.80	43%	15,179.20
513210	SOCIAL SECURITY	2,100.00		2,100.00	129.53	777.18	37%	1,322.82
513220	RETIREMENT	2,100.00		2,100.00	133.82	802.09	38%	1,297.91
513230	GROUP INSURANCE	16,100.00		16,100.00	1,121.56	4,151.13	26%	11,948.87
513310	LEGAL SERVICES	20,000.00		20,000.00	6,692.00	26,428.00	132%	(6,428.00)
513400	TRAVEL & TRAINING	1,000.00		1,000.00			0%	1,000.00
513520	SUPPLIES	1,000.00		1,000.00	165.09	1,542.59	154%	(542.59)
513540	DUES & FEES	2,000.00		2,000.00	-	971.00	49%	1,029.00
513920	AUDITING	38,000.00		38,000.00	15,000.00	19,047.61	50%	18,952.39
513944	ELECTION EXPENSE	7,000.00		7,000.00			0%	7,000.00
513410	COMMUNICATIONS	3,000.00		3,000.00	162.01	752.42	25%	2,247.58
513345	IT SERVICES	1,200.00		1,200.00	-	1,200.00	100%	-
513346	LOBBYIST	30,000.00		30,000.00	3,000.00	17,000.00	57%	13,000.00
513450	PUBLIC OFFICIALS LIABILITY INS.	2,000.00		2,000.00	-	2,764.00	138%	(764.00)
513541	GRANT - FAMU BUSINESS SUPPORT	147,700.00		147,700.00			0%	147,700.00
510515	LINE OF CREDIT PAYMENT	4,000.00		4,000.00		1,519.81	38%	2,480.19
510513	FEMA - HURRICANE MICHAEL		26,570.52	26,570.52	-	26,570.52	100%	-
	<b>TOTAL EXPENSES</b>	<b>304,000.00</b>	<b>26,570.52</b>	<b>330,570.52</b>	<b>28,340.81</b>	<b>115,147.15</b>	<b>35%</b>	<b>215,423.37</b>



CITY OF APALACHICOLA LINE ITEM FINANCIAL STATEMENTS  
 FOR PERIOD ENDED MARCH 31, 2019  
 GENERAL FUND - ADMINISTRATION DEPARTMENT EXPENDITURES

GL#	TITLE	ADOPTED BUDGET	AMENDMENTS	AMENDED BUDGET	CURRENT PERIOD	YTD ACTUAL	% OF BUDGET	REMAINING BALANCE
510120	SALARIES	198,800.00		198,800.00	15,321.40	89,836.08	45%	108,963.92
510210	SOCIAL SECURITY	15,300.00		15,300.00	1,135.61	6,665.63	44%	8,634.37
510220	RETIREMENT	38,700.00		38,700.00	2,253.93	12,854.44	33%	25,865.56
510230	GROUP INSURANCE	39,100.00		39,100.00	2,891.39	18,577.02	48%	20,522.98
510310	LEGAL SERVICES	30,000.00		30,000.00	2,252.00	8,524.00	28%	21,476.00
5103101	PLANNING CONTRACT SERVICES	5,000.00		5,000.00	-	5,000.00	100%	-
510410	COMMUNICATIONS	10,300.00		10,300.00	454.40	3,195.41	31%	7,104.59
510400	TRAVEL/TRAINING	3,000.00		3,000.00	148.06	148.06	5%	2,851.94
5105202	GAS	1,500.00		1,500.00	-	-	0%	1,500.00
510520	SUPPLIES	8,000.00		8,000.00	-	2,543.78	32%	5,456.22
510521	EQUIPMENT	3,000.00		3,000.00	-	-	0%	3,000.00
510540	DUES & FEES	2,000.00		2,000.00	-	719.93	36%	1,280.07
510440/510700	COPIER/POSTAGE RENTAL	4,200.00		4,200.00	507.44	2,298.25	55%	1,901.75
510450	WC INSURANCE	5,000.00		5,000.00	-	5,000.00	100%	-
510480	ADVERTISING	3,000.00		3,000.00	-	594.32	20%	2,405.68
510552	IT SERVICES	1,800.00		1,800.00	-	1,800.00	100%	-
510547	OYSTER LICENSING	2,500.00		2,500.00	-	-	0%	2,500.00
11023	TRANSFER TO ABOL ACCT	37,500.00		37,500.00	-	-	0%	37,500.00
	<b>TOTAL EXPENSES</b>	<b>498,700.00</b>		<b>498,700.00</b>	<b>24,964.23</b>	<b>157,736.92</b>	<b>39%</b>	<b>250,963.08</b>

CITY OF APALACHICOLA LINE ITEM FINANCIAL STATEMENTS  
 FOR PERIOD ENDED MARCH 31, 2019  
 GENERAL FUND - ZONING/CODE ENFORCEMENT DEPARTMENT EXPENDITURES

GL#	TITLE	ADOPTED BUDGET	AMENDMENTS	AMENDED BUDGET	CURRENT PERIOD	YTD ACTUAL	% OF BUDGET	REMAINING BALANCE
511120	SALARIES	70,300.00		70,300.00	5,404.80	32,428.80	46%	37,871.20
511210	SOCIAL SECURITY	5,400.00		5,400.00	394.56	2,367.17	44%	3,032.83
511220	RETIREMENT	5,900.00		5,900.00	446.44	2,728.86	46%	3,171.14
511230	GROUP INSURANCE	18,100.00		18,100.00	1,334.90	8,021.10	44%	10,078.90
5113102	BUILDING INSPECTOR CONTRACT SERVICES	30,000.00		30,000.00	-	11,123.66	37%	18,876.34
511310	LEGAL SERVICES	30,000.00		30,000.00	536.00	4,196.00	14%	25,804.00
5113101	PLANNING CONTRACT SERVICES	38,400.00		38,400.00	3,616.66	16,699.96	43%	21,700.04
511520	SUPPLIES	4,000.00		4,000.00	121.57	2,163.02	54%	1,836.98
511521	GAS	1,500.00		1,500.00	155.21	787.97	53%	712.03
511240	WC INSURANCE	2,000.00		2,000.00	684.67	2,000.00	100%	-
511480	ADVERTISING	3,000.00		3,000.00	-	194.60	6%	2,805.40
511410	COMMUNICATIONS	2,700.00		2,700.00	63.12	840.02	31%	1,859.98
511522/511523	EQUIPMENT	1,500.00		1,500.00	-	-	0%	1,500.00
511461	IT SERVICES	900.00		900.00	-	900.00	100%	-
511460	VEHICLE REPAIRS & MAINTENANCE	2,000.00		2,000.00	-	135.00	7%	1,865.00
510551	GIS MAPPING PROJECT PHASE II	50,000.00		50,000.00	-	-	0%	50,000.00
510512	GRANT - TECHNICAL ASSISTANCE	40,000.00		40,000.00	15,000.00	15,000.00	38%	25,000.00
<b>TOTAL EXPENSES</b>		<b>305,700.00</b>		<b>305,700.00</b>	<b>27,757.93</b>	<b>99,586.16</b>	<b>33%</b>	<b>206,113.84</b>

CITY OF APALACHICOLA LINE ITEM FINANCIAL STATEMENTS  
 FOR PERIOD ENDED MARCH 31, 2019  
 GENERAL FUND - POLICE DEPARTMENT EXPENDITURES

GL#	TITLE	ADOPTED BUDGET	AMENDMENTS	AMENDED BUDGET	CURRENT PERIOD	YTD ACTUAL	% OF BUDGET	REMAINING BALANCE
5201120	SALARIES	303,700.00		303,700.00	24,500.26	150,305.41	49%	153,394.59
52011201	OVERTIME SALARY/SOCIAL SECURITY	36,000.00		36,000.00	1,758.68	22,333.37	62%	13,666.63
5201210	SOCIAL SECURITY	26,100.00		26,100.00	1,761.56	10,910.26	42%	15,189.74
5201220	RETIREMENT	77,800.00		77,800.00	6,143.51	39,184.85	50%	38,615.15
5201230	GROUP INSURANCE	69,600.00		69,600.00	4,986.58	30,099.48	43%	39,500.52
5201240	WC INSURANCE	15,000.00		15,000.00		19,293.25	129%	(4,293.25)
5201410	COMMUNICATIONS	16,000.00		16,000.00	411.10	4,163.02	26%	11,836.98
5201460	VEHICLE REPAIRS & MAINTENANCE	7,500.00		7,500.00	1,302.76	5,365.86	72%	2,134.14
5201463	TIRES	1,500.00		1,500.00	-	499.64	33%	1,000.36
52015201	UNIFORMS	2,500.00		2,500.00		59.98	2%	2,440.02
5201520	SUPPLIES	9,000.00		9,000.00	38.81	1,051.17	12%	7,948.83
5201521	GAS	20,000.00		20,000.00	1,106.71	8,909.80	45%	11,090.20
5201700	VEHICLE PAYMENT	27,000.00		27,000.00	-	18,557.16	69%	8,442.84
5201522/5201523	EQUIPMENT	6,000.00		6,000.00			0%	6,000.00
5201401	TRAINING	1,000.00		1,000.00			0%	1,000.00
5201702	STATION PAYMENT	1,500.00		1,500.00			0%	1,500.00
5201440	COPIER/POSTAGE RENTAL	1,000.00		1,000.00		398.33	40%	601.67
5201462	IT SERVICES	1,500.00		1,500.00	525.00	1,500.00	100%	-
	<b>TOTAL EXPENSES</b>	<b>622,700.00</b>		<b>622,700.00</b>	<b>42,954.97</b>	<b>312,631.58</b>	<b>50%</b>	<b>310,068.42</b>

CITY OF APALACHICOLA LINE ITEM FINANCIAL STATEMENTS  
 FOR PERIOD ENDED MARCH 31, 2019  
 GENERAL FUND - FIRE DEPARTMENT EXPENDITURES

GL#	TITLE	ADOPTED BUDGET	AMENDMENTS	AMENDED BUDGET	CURRENT PERIOD	YTD ACTUAL	% OF BUDGET	REMAINING BALANCE
5202130	VOLUNTEER COMPENSATION	17,500.00		17,500.00	-	5,700.00	33%	11,800.00
5202410	COMMUNICATIONS	1,000.00		1,000.00	150.98	331.44	33%	668.56
5202460	VEHICLE REPAIRS & MAINTENANCE	10,000.00		10,000.00	-	750.45	8%	9,249.55
5202492	SUPPLIES	4,000.00		4,000.00	-	198.95	5%	3,801.05
52024921	FIRST RESPONDER EXPENSE	3,000.00		3,000.00	-	920.36	31%	2,079.64
5202521	GAS	4,000.00		4,000.00	75.58	745.16	19%	3,254.84
5202240	AD&D/WC INSURANCE	5,000.00		5,000.00	4,793.25	5,000.00	100%	-
5202522/5202523	EQUIPMENT	4,000.00		4,000.00		4,000.00	100%	-
5202400	TRAINING	2,000.00		2,000.00		300.00	0%	2,000.00
5202461	IT SERVICES	300.00		300.00		300.00	100%	-
5202701	FIRE TRUCK/EQUIPMENT PAYMENT	49,100.00		49,100.00			0%	49,100.00
5202462	HOSE & PUMP TESTING	4,000.00		4,000.00		1,050.00	26%	2,950.00
11024	MSBU EXPENSES - RESTRICTED	30,000.00		30,000.00	2,300.00	13,800.00	46%	16,200.00
	<b>TOTAL EXPENSES</b>	<b>133,900.00</b>		<b>133,900.00</b>	<b>7,619.81</b>	<b>87,796.56</b>	<b>24%</b>	<b>101,103.64</b>

CITY OF APALACHICOLA LINE ITEM FINANCIAL STATEMENTS  
 FOR PERIOD ENDED MARCH 31, 2019  
 GENERAL FUND - PUBLIC WORKS DEPARTMENT EXPENDITURES

GL#	TITLE	ADOPTED BUDGET	AMENDMENTS	AMENDED BUDGET	CURRENT PERIOD	YTD ACTUAL	% OF BUDGET	REMAINING BALANCE
530120	SALARIES	240,900.00		240,900.00	15,916.80	105,796.96	44%	135,103.04
5301201	OVERTIME SALARY	10,000.00		10,000.00			0%	10,000.00
530210	SOCIAL SECURITY	19,300.00		19,300.00	1,194.54	7,828.09	41%	11,479.91
530220	RETIREMENT	19,800.00		19,800.00	1,242.96	8,561.32	43%	11,238.68
530230	GROUP INSURANCE	62,600.00		62,600.00	3,796.88	26,087.12	42%	36,512.88
530240	WC INSURANCE	29,000.00		29,000.00	14,828.83	25,759.32	89%	3,240.68
530410	COMMUNICATIONS	6,500.00		6,500.00	212.93	1,533.68	24%	4,966.32
530460	VEHICLE & EQUIPMENT MAINTENANCE	15,000.00		15,000.00	2,725.16	4,847.13	32%	10,152.87
530463	TIRES	3,000.00		3,000.00	400.95	846.90	28%	2,153.10
530520	SUPPLIES	15,000.00		15,000.00	173.77	2,101.11	14%	12,898.89
5305201	UNIFORMS	1,000.00		1,000.00			0%	1,000.00
530521	GAS	24,000.00		24,000.00	1,049.33	8,158.12	34%	15,841.88
530522/530523	EQUIPMENT	4,000.00		4,000.00			0%	4,000.00
541462	TREE MAINTENANCE	4,000.00		4,000.00		3,900.00	98%	100.00
530701	VEHICLE PAYMENT - Van	8,000.00		8,000.00		7,910.21	99%	89.79
530461	IT SERVICES	300.00		300.00	150.00	150.00	50%	150.00
530300	SANITATION SERVICES	435,000.00		435,000.00	33,916.24	174,673.83	40%	260,326.17
530462	STORMWATER IMPROVEMENT	30,000.00		30,000.00		6,347.17	21%	23,652.83
510509	GRANT - NWFWMID STORMWATER RETROFIT	398,500.00		398,500.00	1,681.08	27,885.40	7%	370,614.60
510516	GRANT - DOT BEAUTIFICATION	200,000.00		200,000.00			0%	200,000.00
541464	ROAD, SIDEWALK, STORMWATER REPAIRS - LOGT	12,000.00		12,000.00			0%	12,000.00
541464	ZERO TURN MOWER - LOGT	7,000.00		7,000.00			0%	7,000.00
541464	BUSH HOG PAYMENT - LOGT	17,300.00		17,300.00		17,285.38	100%	14.62
541464	VEHICLE PAYMENT - 2 TRUCKS - LOGT	16,200.00		16,200.00			0%	16,200.00
541464	MINI EXCAVATOR PAYMENT - LOGT	5,600.00		5,600.00		6,441.31	115%	(841.31)
541464	UNIDENTIFIED PROJECTS - LOGT	3,900.00		3,900.00			0%	3,900.00
	<b>TOTAL EXPENSES</b>	<b>1,587,900.00</b>		<b>1,587,900.00</b>	<b>77,289.47</b>	<b>436,105.05</b>	<b>23%</b>	<b>1,151,794.95</b>

CITY OF APALACHICOLA LINE ITEM FINANCIAL STATEMENTS  
 FOR PERIOD ENDED MARCH 31, 2019  
 GENERAL FUND - LIBRARY DEPARTMENT EXPENDITURES

GL#	TITLE	ADOPTED BUDGET	AMENDMENTS	AMENDED BUDGET	CURRENT PERIOD	YTD ACTUAL	% OF BUDGET	REMAINING BALANCE
571120	SALARY	42,500.00		42,500.00	4,078.80	21,847.10	51%	20,652.90
571130	LIBRARY CLERKS	17,000.00		17,000.00		2,255.00	13%	14,745.00
571210	SOCIAL SECURITY	3,300.00		3,300.00	308.48	1,650.91	50%	1,649.09
571220	RETIREMENT	3,600.00		3,600.00	336.08	1,737.69	48%	1,862.31
571230	GROUP INSURANCE	12,700.00		12,700.00	933.59	5,601.54	44%	7,098.46
571410	COMMUNICATIONS	2,500.00		2,500.00	161.66	788.86	32%	1,711.14
571462	CLEANING SERVICES	2,600.00		2,600.00			0%	2,600.00
571520	SUPPLIES	1,000.00		1,000.00	38.81	695.69	70%	304.31
571431	AUTOMATION	1,000.00		1,000.00			0%	1,000.00
571660	BOOKS	6,000.00		6,000.00	400.53	400.53	7%	5,599.47
571450	WC INSURANCE	1,000.00		1,000.00	1,000.00	1,000.00	100%	-
571461	IT SERVICES	1,200.00		1,200.00			0%	1,200.00
571343	LIBRARY PROGRAMS	1,000.00		1,000.00			0%	1,000.00
	<b>TOTAL EXPENSES</b>	<b>95,400.00</b>		<b>95,400.00</b>	<b>7,257.95</b>	<b>35,977.32</b>	<b>38%</b>	<b>59,422.68</b>

CITY OF APALACHICOLA LINE ITEM FINANCIAL STATEMENTS  
 FOR PERIOD ENDED MARCH 31, 2019  
 GENERAL FUND - PARKS DEPARTMENT & RECREATION/COMMUNITY PROGRAMS EXPENDITURES

GL#	TITLE	ADOPTED BUDGET	AMENDMENTS	AMENDED BUDGET	CURRENT PERIOD	YTD ACTUAL	% OF BUDGET	REMAINING BALANCE
<b>PARKS DEPARTMENT EXPENDITURES</b>								
572430	UTILITIES	3,500.00		3,500.00	251.33	1,804.78	52%	1,695.22
572463	MAINTENANCE	6,500.00		6,500.00	100.00	2,450.79	38%	4,049.21
572459	PROPERTY/LIABILITY INSURANCE	5,000.00		5,000.00		5,000.00	100%	-
510526	FWC BATTERY PARK RESTROOM GRANT	462,400.00		462,400.00			0%	462,400.00
	<b>TOTAL PARKS DEPARTMENT EXPENSES</b>	<b>477,400.00</b>		<b>477,400.00</b>	<b>351.33</b>	<b>9,255.57</b>	<b>2%</b>	<b>468,144.43</b>
<b>RECREATION/COMMUNITY PROGRAMS EXPENDITURES</b>								
572344	PROJECT IMPACT PROGRAM	383,900.00		383,900.00	30,203.02	155,347.13	40%	228,552.87
572491	DIXIE YOUTH DONATION	2,000.00		2,000.00			0%	2,000.00
510529	COMMUNITY GARDEN	3,000.00		3,000.00			0%	3,000.00
510492	FARMERS MARKET	3,000.00		3,000.00		1,041.00	35%	1,959.00
512320	SENIOR PROGRAM	2,000.00		2,000.00			0%	2,000.00
510530	HISTORY, CULTURE, ARTS MUSEUM - RESTRICTED	40,000.00		40,000.00	3,927.67	25,777.49	64%	14,222.51
	<b>TOTAL RECREATION DEPARTMENT EXPENSES</b>	<b>433,900.00</b>		<b>433,900.00</b>	<b>34,130.69</b>	<b>182,165.62</b>	<b>42%</b>	<b>251,734.38</b>

CITY OF APALACHICOLA LINE ITEM FINANCIAL STATEMENTS  
 FOR PERIOD ENDED MARCH 31, 2019  
 GENERAL FUND - FACILITIES EXPENDITURES

GL#	TITLE	ADOPTED BUDGET	AMENDMENTS	AMENDED BUDGET	CURRENT PERIOD	YTD ACTUAL	% OF BUDGET	REMAINING BALANCE
	<b>UTILITIES:</b>							
5724901	Community Center	7,000.00		7,000.00	578.43	3,831.44	55%	3,168.56
5724903	Holy Family	6,500.00		6,500.00	528.53	3,085.26	47%	3,414.74
5724905	6th Street Rec	1,500.00		1,500.00	115.25	603.63	40%	896.37
5724904	Johnson Complex	30,000.00		30,000.00	1,577.48	11,632.79	39%	18,367.21
5724902	Field House & Field	1,800.00		1,800.00	103.96	837.79	47%	962.21
5724907	Public Restrooms	1,000.00		1,000.00	73.28	349.54	35%	650.46
510430	City Hall	6,000.00		6,000.00	41.31	949.45	16%	5,050.55
571430	Library	4,800.00		4,800.00	338.47	1,882.09	39%	2,917.91
5202430	Fire Station	3,200.00		3,200.00	464.03	3,353.66	105%	(153.66)
5201430	Police Station	3,200.00		3,200.00			0%	3,200.00
530430	Public Works	6,500.00		6,500.00	397.27	2,506.29	39%	3,993.71
530431	Street Lights	62,000.00		62,000.00	10,472.94	31,139.62	50%	30,860.38
572461	REPAIRS & MAINTENANCE	30,000.00		30,000.00	1,396.66	5,652.14	19%	24,347.86
572464	JANITORIAL SERVICE	13,200.00		13,200.00	640.00	3,720.00	28%	9,480.00
	<b>LIABILITY/PROPERTY INS:</b>							
572450	Community Center	6,000.00		6,000.00		6,000.00	100%	-
572451	Holy Family	11,500.00		11,500.00		11,500.00	100%	-
572452	6th Street Rec	2,000.00		2,000.00		2,000.00	100%	-
572453	Johnson Complex	3,000.00		3,000.00		3,000.00	100%	-
572454	Gym	3,000.00		3,000.00		3,000.00	100%	-
572455	Field House & Field	1,400.00		1,400.00		1,400.00	100%	-
572456	Public Restrooms	2,500.00		2,500.00		2,500.00	100%	-
572457	Raney House	3,600.00		3,600.00		3,600.00	100%	-
572458	HCA	3,600.00		3,600.00		3,600.00	100%	-
510450	City Hall	3,600.00		3,600.00		3,600.00	100%	-
571450	Library	2,000.00		2,000.00		2,000.00	100%	-
5202240	Fire/Police Station	4,500.00		4,500.00	4,500.00	4,500.00	100%	-
530240	Public Works	6,600.00		6,600.00	6,600.00	6,600.00	100%	-
5724101	COMMUNICATIONS	4,700.00		4,700.00	442.25	2,115.44	45%	2,584.55
572465	IT SERVICES	1,500.00		1,500.00			0%	1,500.00
	<b>TOTAL EXPENSES</b>	<b>236,200.00</b>		<b>236,200.00</b>	<b>28,369.86</b>	<b>174,959.14</b>	<b>53%</b>	<b>111,240.86</b>



CITY OF APALACHICOLA LINE ITEM FINANCIAL STATEMENTS  
 FOR PERIOD ENDED MARCH 31, 2019  
 ENTERPRISE FUND REVENUES

GL#	TITLE	ADOPTED BUDGET	AMENDMENTS	AMENDED BUDGET	CURRENT PERIOD	YTD ACTUAL	% OF BUDGET	REMAINING BALANCE
	<b>WATER &amp; SEWER FUND</b>							
11044	WATER UTILITY BILL REVENUE	744,000.00		744,000.00	73,595.98	417,447.67	56%	326,552.33
443601/11046	WATER TAPS	15,000.00		15,000.00	1,398.00	8,348.00	56%	6,652.00
11044	SEWER UTILITY BILL REVENUE	682,000.00		682,000.00	64,654.82	372,536.77	55%	309,465.23
443605	SEWER USER FEE REVENUE	500,000.00		500,000.00	41,666.67	250,000.02	50%	249,999.98
443602/11046	SEWER TAPS	20,000.00		20,000.00	-	7,400.00	37%	12,600.00
443003	MISCELLANEOUS REVENUE	500.00		500.00	10.40	65.16	13%	434.84
443001	INTEREST ON INVESTMENT	500.00		500.00			0%	500.00
	<b>TOTAL WATER &amp; SEWER REVENUE</b>	<b>1,962,000.00</b>		<b>1,962,000.00</b>	<b>181,325.87</b>	<b>1,055,797.62</b>	<b>54%</b>	<b>906,202.38</b>
	<b>SCIPIO CREEK MOORING BASIN</b>							
	MOORING BASIN INCOME	37,000.00		37,000.00	1,329.52	19,305.24	52%	17,694.76
11047/412005	REPAIR YARD	2,000.00		2,000.00			0%	2,000.00
412005	MISCELLANEOUS	100.00		100.00	0.47	3.18	3%	96.82
411001								
	<b>TOTAL SCIPIO CREEK MOORING BASIN</b>	<b>39,100.00</b>		<b>39,100.00</b>	<b>1,329.99</b>	<b>19,308.42</b>	<b>49%</b>	<b>19,791.58</b>
	<b>BATTERY PARK BOAT BASIN</b>							
	MOORING BASIN INCOME	55,000.00		55,000.00	1,954.44	23,487.22	43%	31,512.78
11048/422001	LAUNCH FEE INCOME	9,000.00		9,000.00	347.00	1,486.75	17%	7,513.25
422002	MISCELLANEOUS	100.00		100.00	15.92	69.74	70%	30.26
420001								
	<b>TOTAL BATTERY PARK BOAT BASIN</b>	<b>64,100.00</b>		<b>64,100.00</b>	<b>2,317.36</b>	<b>25,043.71</b>	<b>39%</b>	<b>39,056.29</b>
	<b>TOTAL ENTERPRISE FUND REVENUES</b>	<b>2,065,200.00</b>		<b>2,065,200.00</b>	<b>184,973.22</b>	<b>1,100,149.75</b>	<b>53%</b>	<b>965,050.25</b>

CITY OF APALACHICOLA LINE ITEM FINANCIAL STATEMENTS  
 FOR PERIOD ENDED MARCH 31, 2019  
 ENTERPRISE - WATER DEPARTMENT EXPENDITURES

GL#	TITLE	ADOPTED BUDGET	AMENDMENTS	AMENDED BUDGET	CURRENT PERIOD	YTD ACTUAL	% OF BUDGET	REMAINING BALANCE
540120	SALARIES	192,000.00		192,000.00	20,337.60	130,485.47	68%	61,514.53
5401201	OVERTIME SALARY/SOCIAL SECURITY	15,000.00		15,000.00	400.00	6,334.97	42%	8,665.03
540201	SOCIAL SECURITY	14,700.00		14,700.00	1,404.54	9,439.71	64%	5,260.29
540220	RETIREMENT	15,900.00		15,900.00	1,756.95	11,986.03	75%	3,913.97
540230	GROUP INSURANCE	46,900.00		46,900.00	4,981.75	27,650.23	59%	19,249.77
540450	LIABILITY/PROPERTY/WC INSURANCE	18,800.00		18,800.00			100%	-
540310	ATTORNEY FEES - WATER LITIGATION	25,000.00		25,000.00			0%	25,000.00
540410	COMMUNICATIONS	2,500.00		2,500.00	42.10	594.69	24%	1,905.31
540480	DUES & FEES	600.00		600.00			0%	600.00
540520	SUPPLIES	60,000.00		60,000.00	4,947.05	17,255.20	29%	42,744.80
540524	UNIFORMS	1,500.00		1,500.00	199.19	199.19	13%	1,300.81
540430	UTILITIES	45,000.00		45,000.00	4,087.87	23,236.91	52%	21,763.09
540521	GAS	9,000.00		9,000.00	536.30	5,727.80	64%	3,272.20
540460	REPAIRS & MAINTENANCE	30,000.00		30,000.00		171.86	1%	29,828.14
540462	FIRE HYDRANT MAINT & REPAIRS	10,000.00		10,000.00			0%	10,000.00
540463	ELEVATED TANK MAINTENANCE	7,500.00		7,500.00	90.21	90.21	0%	7,500.00
540400	TRAVEL/TRAINING	2,000.00		2,000.00			5%	1,909.79
540522/540523	EQUIPMENT	5,000.00		5,000.00		2,450.00	49%	2,550.00
540461	TESTING	7,500.00		7,500.00	500.00	1,743.00	23%	5,757.00
540466	IT SERVICES	1,500.00		1,500.00			0%	1,500.00
540465	IT/ITM EXPENSE	10,000.00		10,000.00	3,525.00	9,410.00	94%	590.00
540456	BOND PAYMENT - 2003 BOND SERIES	142,500.00		142,500.00	13,000.00	78,000.00	55%	64,500.00
540702	RADIO READ METER LOAN PAYMENT	32,100.00		32,100.00		32,034.31	100%	65.69
540701	VEHICLE	4,300.00		4,300.00		4,239.77	99%	60.23
540701	MINI EXCAVATOR	5,600.00		5,600.00		5,600.00	100%	-
540600	CAPITAL OUTLAY	54,100.00		54,100.00		29,198.00	54%	24,902.00
	<b>TOTAL EXPENSES</b>	<b>759,000.00</b>		<b>759,000.00</b>	<b>55,808.56</b>	<b>414,647.35</b>	<b>55%</b>	<b>344,352.65</b>

CITY OF APALACHICOLA LINE ITEM FINANCIAL STATEMENTS  
 FOR PERIOD ENDED MARCH 31, 2019  
 ENTERPRISE - SEWER DEPARTMENT EXPENDITURES

GL#	TITLE	ADOPTED BUDGET	AMENDMENTS	AMENDED BUDGET	CURRENT PERIOD	YTD ACTUAL	% OF BUDGET	REMAINING BALANCE
550120	SALARIES	158,600.00		158,600.00	3,995.20	23,873.12	15%	134,726.88
5501201	OVERTIME SALARY/SOCIAL SECURITY	15,000.00		15,000.00	-	2,367.99	16%	12,632.01
550210	SOCIAL SECURITY	12,200.00		12,200.00	241.94	1,460.17	12%	10,739.83
550220	RETIREMENT	16,100.00		16,100.00	602.57	3,845.19	24%	12,254.81
550230	GROUP INSURANCE	34,400.00		34,400.00	933.59	5,601.54	16%	28,798.46
550450	LIABILITY/PROPERTY/WC INSURANCE	30,000.00		30,000.00	-	30,000.00	100%	-
550451	FLOOD INSURANCE	6,000.00		6,000.00			0%	6,000.00
550452	POLLUTION INSURANCE	2,500.00		2,500.00			0%	2,500.00
550410	COMMUNICATIONS	7,000.00		7,000.00	42.10	2,317.60	33%	4,682.40
550480	DUES & FEES	1,000.00		1,000.00			0%	1,000.00
550520	SUPPLIES	70,000.00		70,000.00	4,754.56	35,773.59	51%	34,226.41
550524	UNIFORMS	1,500.00		1,500.00			0%	1,500.00
550430	UTILITIES	120,000.00		120,000.00	10,521.87	64,154.16	53%	55,845.84
550521	GAS	10,000.00		10,000.00	536.29	5,727.81	57%	4,272.19
550460	REPAIRS & MAINTENANCE	65,000.00		65,000.00	4,080.00	19,634.17	30%	45,365.83
550461	TESTING	22,000.00		22,000.00	2,257.00	9,178.00	42%	12,822.00
550522/550523	EQUIPMENT	5,000.00		5,000.00	-	1,529.03	31%	3,470.97
550400	TRAVEL/TRAINING	1,000.00		1,000.00			0%	1,000.00
550466	IT SERVICES	1,500.00		1,500.00			0%	1,500.00
550456	BOND PAYMENT	50,000.00		50,000.00	5,100.00	30,600.00	61%	19,400.00
550457	DEP PAYMENT	435,000.00		435,000.00	36,250.00	217,500.00	50%	217,500.00
11026	DEP RESERVE PAYMENT	89,100.00		89,100.00	7,425.00	44,550.00	50%	44,550.00
550701	VEHICLE PAYMENT	4,300.00		4,300.00		4,239.00	99%	61.00
550701	MINI EXCAVATOR	4,800.00		4,800.00		4,800.00	100%	-
550600	CAPITAL OUTLAY	41,000.00		41,000.00			0%	41,000.00
	<b>TOTAL EXPENSES</b>	<b>1,203,000.00</b>		<b>1,203,000.00</b>	<b>76,740.12</b>	<b>507,151.37</b>	<b>42%</b>	<b>695,848.63</b>

CITY OF APALACHICOLA LINE ITEM FINANCIAL STATEMENTS  
 FOR PERIOD ENDED MARCH 31, 2019  
 ENTERPRISE - SClPIO CREEK & BATTERY PARK EXPENDITURES

GL#	TITLE	ADOPTED BUDGET	AMENDMENTS	AMENDED BUDGET	CURRENT PERIOD	YTD ACTUAL	% OF BUDGET	REMAINING BALANCE
	<b>SCIPIO CREEK</b>							
510430	UTILITIES	5,000.00		5,000.00	276.08	1,401.53	28%	3,598.47
510410	COMMUNICATIONS	4,900.00		4,900.00	40.66	203.32	4%	4,696.68
510450	LIABILITY/PROPERTY INSURANCE	18,000.00		18,000.00	10,000.00	13,195.08	73%	4,804.92
510460	REPAIRS & MAINTENANCE	900.00		900.00	-	1,041.04	116%	(141.04)
510520	SUPPLIES	1,000.00		1,000.00	38.69	145.84	15%	854.16
510472	SUBMERGED LAND LEASE	3,000.00		3,000.00			0%	3,000.00
510462	JANITORIAL SERVICES	6,300.00		6,300.00	160.00	840.00	13%	5,460.00
	<b>TOTAL SCIPIO CREEK EXPENSES</b>	<b>39,100.00</b>		<b>39,100.00</b>	<b>10,515.43</b>	<b>16,826.81</b>	<b>43%</b>	<b>22,273.19</b>
	<b>BATTERY PARK</b>							
520430	UTILITIES	7,000.00		7,000.00	320.67	2,375.14	34%	4,624.86
520450	LIABILITY/PROPERTY INSURANCE	15,000.00		15,000.00		15,000.00	100%	-
520460	REPAIRS & MAINTENANCE	5,000.00		5,000.00	687.50	1,567.50	31%	3,432.50
520520	SUPPLIES	2,000.00		2,000.00	38.69	144.51	7%	1,855.49
520471	SUBMERGED LAND LEASE	2,000.00		2,000.00	-	1,907.70	95%	92.30
520463	IT SERVICES	600.00		600.00			0%	600.00
520600	CAPITAL OUTLAY	32,500.00		32,500.00			0%	32,500.00
	<b>TOTAL BATTERY PARK</b>	<b>64,100.00</b>		<b>64,100.00</b>	<b>1,046.86</b>	<b>20,994.85</b>	<b>33%</b>	<b>43,105.15</b>

CITY OF APALACHICOLA LINE ITEM FINANCIAL STATEMENTS  
 FOR PERIOD ENDED MARCH 31, 2019  
 SPECIAL REVENUE FUND - APALACHICOLA COMMUNITY REDEVELOPMENT AGENCY

GL #	TITLE	ADOPTED BUDGET	AMENDMENTS	AMENDED BUDGET	CURRENT PERIOD	YTD ACTUAL	% OF BUDGET	REMAINING BALANCE
<b>REVENUES</b>								
45042	CRA TAX INCREMENT	36,000.00	9,000.00	45,000.00	23.48	41,997.15	93%	3,002.85
45043	DONATIONS	2,000.00		2,000.00			0%	2,000.00
45044	SPECIAL EVENTS	5,000.00		5,000.00			0%	5,000.00
45045	MAIN STREET CONTRIBUTION	25,000.00		25,000.00			0%	25,000.00
45046	GRANT - USDA RURAL BUSINESS DEVELOPMENT	225,000.00		225,000.00			0%	225,000.00
11035	CASH BALANCE BROUGHT FORWARD	10,000.00	2,000.00	12,000.00			0%	12,000.00
	<b>TOTAL CRA REVENUE</b>	<b>303,000.00</b>	<b>11,000.00</b>	<b>314,000.00</b>	<b>23.48</b>	<b>41,997.15</b>	<b>13%</b>	<b>272,002.85</b>
<b>EXPENSES</b>								
514120	SALARIES	38,000.00		38,000.00	3,166.67	19,000.02	50%	18,999.98
514210	SOCIAL SECURITY	2,900.00		2,900.00	239.03	1,434.18	49%	1,465.82
514220	RETIREMENT	3,100.00		3,100.00	261.57	1,569.42	51%	1,530.58
514230	GROUP INSURANCE	7,000.00		7,000.00	532.36	3,194.16	46%	3,805.84
514310	PROFESSIONAL SERVICES	2,000.00		2,000.00		500.00	25%	1,500.00
514520	OPERATING EXPENSES	3,000.00		3,000.00		670.00	22%	2,330.00
514400	TRAVEL & TRAINING	2,000.00		2,000.00	1,273.55	1,338.55	67%	661.45
514320	SIGN REPLACEMENT PROGRAM	10,000.00	(10,000.00)	-				-
514321	MICRO PROJECTS		15,000.00	15,000.00			0%	15,000.00
11021	TRANSFER TO GENERAL FUND	10,000.00	6,000.00	16,000.00			0%	16,000.00
514351	GRANT - USDA RURAL BUSINESS DEVELOPMENT	225,000.00		225,000.00			0%	225,000.00
	<b>TOTAL CRA EXPENSES</b>	<b>303,000.00</b>	<b>11,000.00</b>	<b>314,000.00</b>	<b>5,473.18</b>	<b>27,706.33</b>	<b>9%</b>	<b>286,293.67</b>

CITY OF APALACHICOLA LINE ITEM FINANCIAL STATEMENTS  
 FOR PERIOD ENDED MARCH 31, 2019  
 SPECIAL REVENUE FUND - REVOLVING LOAN PROGRAM

GL#	TITLE	ADOPTED BUDGET	AMENDMENTS	AMENDED BUDGET	CURRENT PERIOD	YTD ACTUAL	% OF BUDGET	REMAINING BALANCE
	<b>REVENUES</b>							
41	PROGRAM INCOME	23,600.00		23,600.00	2,127.49	22,191.09	94%	1,408.91
11021	CASH BALANCE BROUGHT FORWARD	12,600.00		12,600.00			0%	12,600.00
	<b>TOTAL REVOLVING LOAN FUND</b>	<b>36,200.00</b>		<b>36,200.00</b>	<b>2,127.49</b>	<b>22,191.09</b>	<b>61%</b>	<b>14,008.91</b>
	<b>EXPENSES</b>							
510462	RENTAL FEE - SEMINOLE	1,200.00		1,200.00	100.00	500.00	42%	700.00
510600	CAPITAL OUTLAY	35,000.00		35,000.00			0%	35,000.00
	<b>TOTAL REVOLVING LOAN FUND EXPENSES</b>	<b>36,200.00</b>		<b>36,200.00</b>	<b>100.00</b>	<b>500.00</b>	<b>1%</b>	<b>35,700.00</b>

CITY OF APALACHICOLA LINE ITEM FINANCIAL STATEMENTS  
 FOR PERIOD ENDED MARCH 31, 2019  
 REVENUES & EXPENDITURES SUMMARY

TITLE	ADOPTED BUDGET	AMENDMENTS	AMENDED BUDGET	CURRENT PERIOD	YTD ACTUAL	% OF BUDGET	REMAINING BALANCE
<b>GENERAL FUND REVENUES</b>	<b>4,605,800.00</b>	<b>446,752.07</b>	<b>5,052,552.07</b>	<b>248,971.21</b>	<b>2,416,167.12</b>		
<b>GENERAL FUND DEPARTMENTS:</b>							
GOVERNING BODY							
ADMINISTRATION	304,000.00	26,570.52	330,570.52	28,340.81	115,147.15		
ZONING/CODE ENFORCEMENT	408,700.00		408,700.00	24,964.23	157,736.92		
POLICE	305,700.00		305,700.00	27,757.93	99,586.16		
FIRE	622,700.00		622,700.00	42,534.97	312,631.58		
PUBLIC WORKS	133,900.00		133,900.00	7,619.81	32,796.36		
LIBRARY	1,587,900.00		1,587,900.00	77,289.47	436,105.05		
PARKS	95,400.00		95,400.00	7,257.95	35,977.32		
RECREATION/COMMUNITY PROGRAMS	477,400.00		477,400.00	351.33	9,255.57		
FACILITIES	433,900.00		433,900.00	34,130.69	182,165.62		
TOTAL ALL DEPARTMENT EXPENDITURES	236,200.00		236,200.00	28,369.86	124,959.14		
				278,617.05	1,506,360.87		
					909,806.25		
<b>GENERAL FUND YTD REVENUES - YTD EXPENSES</b>							
WATER & SEWER FUND REVENUE	1,962,000.00		1,962,000.00	181,325.87	1,055,797.62		
WATER EXPENSES	759,000.00		759,000.00	55,808.56	414,647.35		
SEWER EXPENSES	1,203,000.00		1,203,000.00	76,740.12	507,151.37		
<b>WATER &amp; SEWER YTD REVENUES - YTD EXPENSES</b>					<b>133,998.90</b>		
<b>SCIPIO CREEK REVENUES</b>	<b>39,100.00</b>		<b>39,100.00</b>	<b>1,329.99</b>	<b>19,308.42</b>		
<b>SCIPIO CREEK EXPENSES</b>	<b>39,100.00</b>		<b>39,100.00</b>	<b>10,515.43</b>	<b>16,826.81</b>		
<b>SCIPIO CREEK YTD REVENUES - YTD EXPENSES</b>					<b>2,481.61</b>		
<b>BATTERY PARK REVENUES</b>	<b>64,100.00</b>		<b>64,100.00</b>	<b>2,317.36</b>	<b>25,043.71</b>		
<b>BATTERY PARK EXPENSES</b>	<b>64,100.00</b>		<b>64,100.00</b>	<b>1,046.85</b>	<b>20,994.85</b>		
<b>BATTERY PARK YTD REVENUES - YTD EXPENSES</b>					<b>4,048.86</b>		
<b>CRA REVENUES</b>	<b>303,000.00</b>	<b>11,000.00</b>	<b>314,000.00</b>	<b>23.48</b>	<b>41,997.15</b>		
<b>CRA EXPENSES</b>	<b>303,000.00</b>	<b>11,000.00</b>	<b>314,000.00</b>	<b>5,473.18</b>	<b>27,706.33</b>		
<b>CRA YTD REVENUES - YTD EXPENSES</b>					<b>14,290.82</b>		
<b>REVOLVING LOAN REVENUES</b>	<b>36,200.00</b>		<b>36,200.00</b>	<b>2,127.49</b>	<b>22,191.09</b>		
<b>REVOLVING LOAN EXPENSES</b>	<b>36,200.00</b>		<b>36,200.00</b>	<b>100.00</b>	<b>500.00</b>		
<b>REVOLVING LOAN YTD REVENUES - YTD EXPENSES</b>					<b>21,691.09</b>		

**APALACHICOLA CITY COMMISSION  
REQUEST FOR BOARD ACTION  
Meeting Date: May 7, 2019**

**SUBJECT:** 2019-2024 Capital Improvements Plan Presentation

**AGENDA INFORMATION:**

**Agenda Location:** Presentations  
**Item Number:** A  
**Department:** Administration  
**Contact:** Ron Nalley, City Manager  
**Presenter:** Ron Nalley, City Manager

**BRIEF SUMMARY:** The Capital Improvement Plan (CIP) is a financial planning tool that looks into the future to forecast the City's equipment, building and infrastructure needs. Generally speaking, an item is included in the City's CIP if it has a life expectancy of greater than one year and a value of greater than \$5,000. The CIP process began with the distribution of the worksheets to department heads and will end in July with the adoption of the final plan.

**RECOMMENDED MOTION AND REQUESTED ACTIONS:** None

**FUNDING SOURCE:** None

**ATTACHMENTS:** Presentation Handout

**STAFF'S COMMENTS AND RECOMMENDATIONS:** As you can see from the handout, the purpose of the CIP presentation is to describe the following: what is a capital improvement program; what is included in a CIP; and a description of the process for Commission members or our residents to request an item be included in the CIP. The first draft of the CIP will be completed in May and I will distribute a draft for your consideration at your meeting in June. Over the next month, the Commission and residents will be asked to determine if there are any projects that you or they feel need to be added, modified or even deleted from the plan. Following a public hearing in June and any additional modifications, the Commission can then adopt the plan in July.





City of Apalachicola

Capital Improvement Program

Fiscal Years 2019 - 2024



## **What is a Capital Improvement Program?**

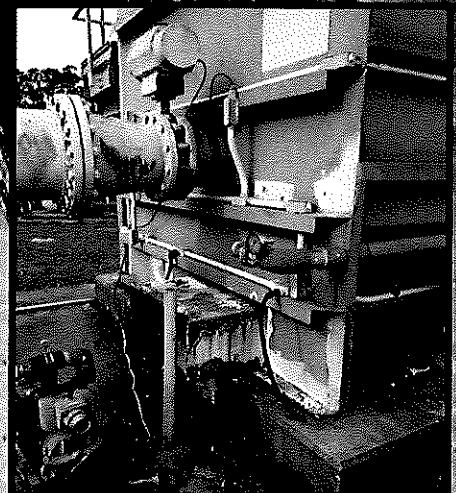
**A flexible financial planning tool that looks into the future to forecast the City's equipment, building and infrastructure needs. It forecasts not only expenditures but identifies potential funding sources.**



**What items are included in a CIP?**

**Items that have a life expectancy of greater than one year and a value of greater than \$5,000.**

# Capital Improvement Program





## **How do you prioritize CIP projects?**

- 1. Addresses a health or safety issue;**
- 2. Is mandated by some federal or state agency;**
- 3. Is the replacement of an existing item;**
- 4. Is an expansion item.**

**Town of Montreat**  
**Capital Improvement Plan - Project Summary Form**

**Project Title:** Local Street Paving  
**Department:** Streets  
**Acct. Number:** 10-20-5600-730

**Departmental Priority:** 1  
**Organizational Priority:** 1

**Purpose:** Health, Safety and Welfare  Mandate  Renovation/Replacement  Expansion

**Description:** This project sets aside an annual appropriation to maintain local streets within the Town. Funding should provide for routine resurfacing, maintenance needs and replacement or upgrade of the storm drainage system. Budget figures for 2015-2016 include Texas Road. Figures for 2016-2017 include Appalachian (S.C. to top) for \$190,000 and Mecklenburg Circle (\$160,000). Figures for 2017-2018 include Louisiana from Virginia to Harmony (\$150,000) and on Virginia from Mississippi to Louisiana (\$135,000). Figures for 2018-2019 includes Upper Kentucky (\$190,000) and Oklahoma (\$150,000). Figures for 2019-2020 includes Eastminster (\$150,000), Maryland (\$100,000) and a portion of Shenandoah (\$100,000). Figures for future years include Arkansas (\$150,000) and John Knox (\$190,000).

**Justification:** Weather, heavier traffic flows, poor sub-bases and limited funds have contributed to deteriorating roadways in Montreat. For these reasons, streets are breaking down sooner, cracking and becoming riddled with potholes. This project provides for a more systematic approach to repaving local streets. Streets are indexed on a scale of 1 (poor) to 5 (good), prioritized and presented to the Board for their consideration during their annual retreat.



**Project Status:** Unfunded  Partially Funded  Funded

Total Appropriations To Date	Budget Year 1 2015 - 2016	Unappropriated Subsequent Years				Future Years	Total Requested Funds	Total Project Cost
		Year 2 2016 - 2017	Year 3 2017 - 2018	Year 4 2018 - 2019	Year 5 2019 - 2020			
	\$ 194,000	\$ 385,000	\$ 314,000	\$ 374,000	\$ 385,000	\$ 374,000	\$ 2,026,000	\$ 2,026,000

Milestones:

- Planning/Preliminary Design
- Engineering/Arch. Services
- Land/ROW/Acquisition
- Award of Contract
- Construction/Purchase

Recommended Time Schedule							Operating Budget Impact	
2013 - 2014	2014 - 2015	2015 - 2016	2016 - 2017	2017 - 2018	2018 - 2019	2019 - 2020	2015 - 2016	
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		

Operating Budget Impact:

- Salaries/Benefits
- Professional Services
- Utilities
- Maintenance/Repair
- Departmental Expenses
- Capital Outlay

Project Costs:

- Planning/Design/Engineering
- Land/ROW Acquisition
- Construction
- Equipment
- Hardware/Software

	Current Estimated Cost	Prior Year Costs	Budget 2015 - 2016	Budget 2016 - 2017	Budget 2017 - 2018	Budget 2018 - 2019	Budget 2019 - 2020	Future Years	Project Total
Planning/Design/Engineering	\$ 18,000		\$ 18,000	\$ 35,000	\$ 29,000	\$ 34,000	\$ 35,000	\$ 34,000	\$ 185,000
Land/ROW Acquisition									\$ -
Construction	\$ 176,000		\$ 176,000	\$ 350,000	\$ 285,000	\$ 340,000	\$ 350,000	\$ 340,000	\$ 1,841,000
Equipment									\$ -
Hardware/Software									\$ -
<b>Total Project Costs:</b>	<b>\$ 194,000</b>	<b>\$ -</b>	<b>\$ 194,000</b>	<b>\$ 385,000</b>	<b>\$ 314,000</b>	<b>\$ 374,000</b>	<b>\$ 385,000</b>	<b>\$ 374,000</b>	<b>\$ 2,026,000</b>
<b>Total Operating Budget Costs:</b>			<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Project Estimated Costs:</b>	<b>\$ 194,000</b>	<b>\$ -</b>	<b>\$ 194,000</b>	<b>\$ 385,000</b>	<b>\$ 314,000</b>	<b>\$ 374,000</b>	<b>\$ 385,000</b>	<b>\$ 374,000</b>	<b>\$ 2,026,000</b>

Source of Funds:

- Current Revenue
- Bonds
- Assessment
- Lease/Purchase
- Grant
- Other:

Percentage	Budget 2015 - 2016	Budget 2016 - 2017	Budget 2017 - 2018	Budget 2018 - 2019	Budget 2019 - 2020	Future Years	Project Total
100.00%	\$ 194,000	\$ 385,000	\$ 314,000	\$ 374,000	\$ 385,000	\$ 374,000	\$ 2,026,000
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
<b>Total Funding:</b>	<b>100.00%</b>	<b>\$ 194,000</b>	<b>\$ 385,000</b>	<b>\$ 314,000</b>	<b>\$ 374,000</b>	<b>\$ 385,000</b>	<b>\$ 2,026,000</b>

## 5600/5700 - STREET/POWELL BILL SUMMARY

The Street Department of the Town of Montreat provides street services and upgrades to the residents of Montreat. The Street Department is responsible for storm water management, road repair and resurfacing, mowing and right-of-way maintenance.

PROJECT DESCRIPTION	PRIORITY CODE	FY 15-16	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FUTURE	TOTAL
Local Street Paving	1	\$ 194,000	\$ 385,000	\$ 314,000	\$ 374,000	\$ 385,000	\$ 374,000	\$ 2,026,000
Bridge Replacement	2	\$ 818,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 818,000
New Road Paving	10	\$ 37,000	\$ 40,000	\$ 88,000	\$ 35,000	\$ 75,000	\$ 100,000	\$ 375,000
Truck Replacement (96)	4	\$ 45,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 45,000
Dump Truck Replacement (85)	B	\$ -	\$ 16,500	\$ 16,500	\$ 16,500	\$ 16,500	\$ 16,500	\$ 82,500
Sander Replacement	B	\$ -	\$ 6,000	\$ -	\$ -	\$ -	\$ -	\$ 6,000
Chipper	B	\$ -	\$ -	\$ 44,000	\$ -	\$ -	\$ -	\$ 44,000
Truck Replacement (04)	B	\$ -	\$ -	\$ 45,000	\$ -	\$ -	\$ -	\$ 45,000
Dump Truck Replacement (95)	B	\$ -	\$ -	\$ -	\$ -	\$ 16,500	\$ 66,000	\$ 82,500
Leaf/Bucket Truck	C	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 82,500	\$ 82,500
<b>TOTALS</b>		<b>\$ 1,094,000</b>	<b>\$ 447,500</b>	<b>\$ 507,500</b>	<b>\$ 425,500</b>	<b>\$ 493,000</b>	<b>\$ 639,000</b>	<b>\$ 3,606,500</b>
<b>Expenditure Classifications</b>								
Planning/Design/Engineering		\$ 23,000	\$ 40,000	\$ 37,000	\$ 37,000	\$ 45,000	\$ 34,000	\$ 216,000
Land		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction		\$ 1,026,000	\$ 385,000	\$ 365,000	\$ 372,000	\$ 415,000	\$ 440,000	\$ 3,003,000
Equipment		\$ 45,000	\$ 22,500	\$ 105,500	\$ 16,500	\$ 33,000	\$ 165,000	\$ 387,500
Hardware/Software		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTALS</b>		<b>\$ 1,094,000</b>	<b>\$ 447,500</b>	<b>\$ 507,500</b>	<b>\$ 425,500</b>	<b>\$ 493,000</b>	<b>\$ 639,000</b>	<b>\$ 3,606,500</b>
<b>Revenue Classifications</b>								
Operating Revenues - General		\$ 439,600	\$ 431,000	\$ 491,000	\$ 409,000	\$ 460,000	\$ 474,000	\$ 2,704,600
Operating Funds - Powell Bill		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Debt/Financing		\$ -	\$ 16,500	\$ 16,500	\$ 16,500	\$ 33,000	\$ 165,000	\$ 247,500
Grant		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other		\$ 654,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 654,400
<b>TOTALS</b>		<b>\$ 1,094,000</b>	<b>\$ 447,500</b>	<b>\$ 507,500</b>	<b>\$ 425,500</b>	<b>\$ 493,000</b>	<b>\$ 639,000</b>	<b>\$ 3,606,500</b>





**GENERAL FUND EXPENDITURES  
SUMMARY ALL DEPARTMENTS**

PROJECT DESCRIPTION	PRIORITY CODE	FY 15-16	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FUTURE	TOTAL
New Road Paving	10	37,000	40,000	88,000	35,000	75,000	100,000	375,000
Truck Replacement (96)	4	45,000	0	0	0	0	0	45,000
Dump Truck Replacement (85)	B	0	16,500	16,500	16,500	16,500	16,500	82,500
Sander Replacement	B	0	6,000	0	0	0	0	6,000
Chipper Replacement	B	0	0	44,000	0	0	0	44,000
Truck Replacement (04)	B	0	0	45,000	0	0	0	45,000
Dump Truck Replacement (95)	B	0	0	0	0	16,500	66,000	82,500
Leaf/Bucket Truck	C	0	0	0	0	0	82,500	82,500
<b>Sub-Total: Streets/Powell Bill</b>		<b>1,094,000</b>	<b>447,500</b>	<b>507,500</b>	<b>425,500</b>	<b>493,000</b>	<b>639,000</b>	<b>3,606,500</b>
<b>5800 Sanitation</b>								
Sanitation Trk. Replacement	8	75,000	0	0	0	0	0	75,000
Sanitation Pick-Up Truck	B	0	0	0	0	48,000	0	48,000
<b>Sub-Total: Sanitation</b>		<b>75,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>48,000</b>	<b>0</b>	<b>123,000</b>
<b>6190 Conservation/Recreation</b>								
Native Plant Garden	9	10,000	0	0	0	0	0	10,000
Sidewalks/Greenways Devp.	C	0	25,000	0	0	75,000	0	100,000
Gateway Plan	C	0	55,000	55,000	0	0	0	110,000
<b>Sub-Total: Recreation</b>		<b>10,000</b>	<b>80,000</b>	<b>55,000</b>	<b>0</b>	<b>75,000</b>	<b>0</b>	<b>220,000</b>
<b>GENERAL FUND TOTALS</b>		<b>1,356,650</b>	<b>908,100</b>	<b>820,600</b>	<b>641,400</b>	<b>772,900</b>	<b>2,257,050</b>	<b>6,756,700</b>
<b>Expenditure Classifications</b>								
Planning/Design/Engineering		121,000	165,000	77,000	37,000	45,000	34,000	479,000
Land		0	0	0	0	0	0	0
Construction		1,115,650	622,100	603,900	551,900	646,900	1,997,050	5,537,500
Equipment		120,000	93,500	109,700	52,500	81,000	226,000	682,700
Hardware/Software		0	27,500	30,000	0	0	0	57,500
<b>TOTAL</b>		<b>1,356,650</b>	<b>908,100</b>	<b>820,600</b>	<b>641,400</b>	<b>772,900</b>	<b>2,257,050</b>	<b>6,756,700</b>
<b>Revenue Classifications</b>								
Operating Revenues-General		647,600	744,500	659,200	480,000	595,000	535,000	3,661,300
Operating Revenues-Powell Bill		0	0	0	0	0	0	0
Debt/Financing		54,650	143,600	161,400	161,400	177,900	1,722,050	2,421,000
Grant		0	20,000	0	0	0	0	20,000
Other		654,400	0	0	0	0	0	654,400
<b>TOTAL</b>		<b>1,356,650</b>	<b>908,100</b>	<b>820,600</b>	<b>641,400</b>	<b>772,900</b>	<b>2,257,050</b>	<b>6,756,700</b>

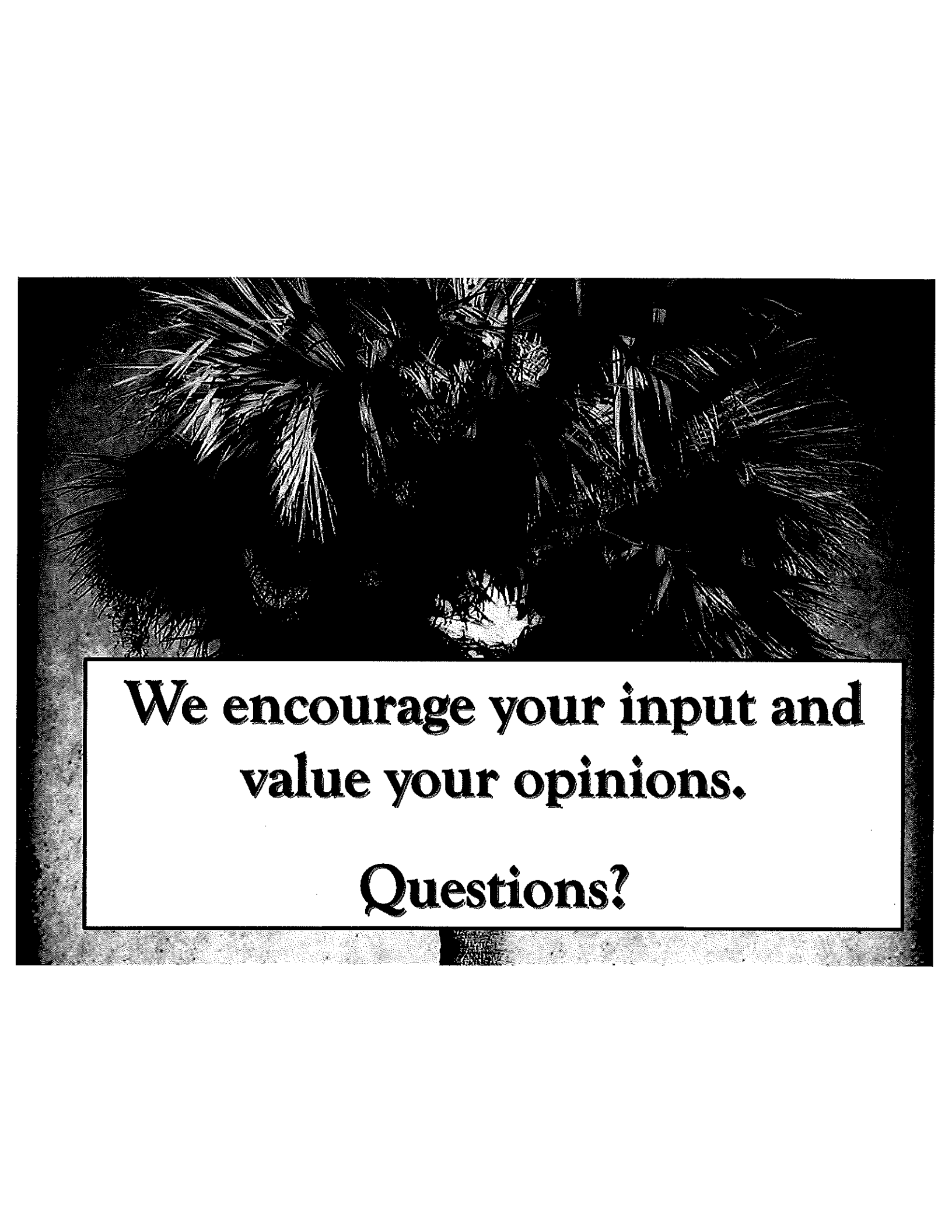
**GENERAL FUND REVENUES  
SUMMARY**

	<b>FY 15-16</b>	<b>FY 16-17</b>	<b>FY 17-18</b>	<b>FY 18-19</b>	<b>FY 19-20</b>	<b>FUTURE</b>	<b>TOTAL</b>
<b>REVENUE SOURCES</b>							
Ad Valorem Taxes	967,000	976,000	986,000	996,000	1,005,000	1,016,000	5,946,000
Other Taxes	369,000	380,000	391,000	402,000	413,000	425,000	2,380,000
Unrestricted Intergovernmental	59,000	59,000	59,000	59,000	59,000	59,000	354,000
Restricted Intergovernmental	694,500	41,500	42,500	43,500	44,500	45,500	912,000
Permits and Fees	96,000	96,500	97,000	97,500	98,000	98,500	583,500
Sales and Services	13,000	13,000	13,000	13,000	13,000	13,000	78,000
Investment Earnings/Miscellaneous	5,500	5,500	6,000	6,000	6,500	6,500	36,000
<b>TOTALS</b>	<b>2,204,000</b>	<b>1,571,500</b>	<b>1,594,500</b>	<b>1,617,000</b>	<b>1,639,000</b>	<b>1,663,500</b>	<b>10,289,500</b>
<b>HISTORICAL DATA</b>							
Average % Capital vs. Revenue	45%	45%	45%	45%	45%	45%	45%
Capital Funding Based on Average %	991,800	707,175	717,525	727,650	737,550	748,575	4,630,275
<b>DEBT SERVICE</b>							
Existing	0	0	0	0	0	0	0
Proposed	54,650	143,600	161,400	161,400	177,900	1,722,050	2,421,000
Other	654,400	0	0	0	0	0	654,400
<b>REVENUE CLASSIFICATIONS</b>							
Operating Revenues - General	647,600	744,500	659,200	480,000	595,000	535,000	3,661,300
Operating Funds - Powell Bill	0	0	0	0	0	0	0
Debt/Financing	54,650	143,600	161,400	161,400	177,900	1,722,050	2,421,000
Grant	0	20,000	0	0	0	0	20,000
Other	654,400	0	0	0	0	0	654,400
<b>TOTAL</b>	<b>1,356,650</b>	<b>908,100</b>	<b>820,600</b>	<b>641,400</b>	<b>772,900</b>	<b>2,257,050</b>	<b>6,756,700</b>
<b>EXPENDITURE CLASSIFICATIONS</b>							
Planning/Design/Engineering	121,000	165,000	77,000	37,000	45,000	34,000	479,000
Land	0	0	0	0	0	0	0
Construction	1,115,650	622,100	603,900	551,900	646,900	1,997,050	5,537,500
Equipment	120,000	93,500	109,700	52,500	81,000	226,000	682,700
Hardware/Software	0	27,500	30,000	0	0	0	57,500
<b>TOTAL</b>	<b>1,356,650</b>	<b>908,100</b>	<b>820,600</b>	<b>641,400</b>	<b>772,900</b>	<b>2,257,050</b>	<b>6,756,700</b>



## **Next Steps:**

- **Review Projects and Establish Priorities**
- **Consider Revenue/Expenditure Impacts**
- **Draft CIP Presented in May**
- **CIP Public Hearing Held in June**
- **Adopt CIP in July**



**We encourage your input and  
value your opinions.**

**Questions?**



# **City of Apalachicola**

**Capital Improvement Program**

**Fiscal Years 2019-2024**

**[www.cityofapalachicola.com](http://www.cityofapalachicola.com)**

**APALACHICOLA CITY COMMISSION**  
**REQUEST FOR BOARD ACTION**  
**Meeting Date: May 7, 2019**

**SUBJECT:** Public Assistance Funding Agreement

**AGENDA INFORMATION:**

**Agenda Location:** New Business  
**Item Number:** B  
**Department:** Administration  
**Contact:** Ron Nalley, City Manager  
**Presenter:** Ron Nalley, City Manager

**BRIEF SUMMARY:** FEMA's Public Assistance Program is a Federal grant to aid State and Local governments in returning a disaster area to pre-disaster conditions. Funding is provided to primarily address the repair and restoration of public facilities and infrastructure, which have been damaged or destroyed, or the restoration of services, which were negatively impacted. In order to be eligible for federal funds, the City was required to submit a Request for Public Assistance. The City is now eligible to receive Public Assistance funding from FEMA through the State of Florida, Division of Emergency Management and must execute the Public Assistance Funding Agreement prior to receiving any funding.

**RECOMMENDED MOTION AND REQUESTED ACTIONS:** To Approve the Public Assistance Funding Agreement with the State of Florida and Authorize the Mayor and City Manager to Execute the Necessary Documents.

**FUNDING SOURCE:** FEMA Public Assistance Program – Hurricane Michael

**ATTACHMENTS:** Public Assistance Funding Agreement and Attachments A through K.

**STAFF'S COMMENTS AND RECOMMENDATIONS:** The City has completed the Damage Assessment Inventory from Hurricane Michael and is in the process of finalizing many of the applicable project worksheets. The attached Public Assistance Funding Agreement must be approved by the Commission prior to the City being eligible to receive any funding.

City of Apalachicola 21<sup>st</sup> CCLC Grant 2009-2013: Approx. \$2,200,000 COA 21<sup>st</sup> CCLC Grant 2013-2018: \$2,293,370

Projected funding: 2019 – 2024: Up to \$700,000 per year: \$3,500,000

-Over 10 Years of Successful Collaboration with FL Department of Education-

-Over \$5 million in funds received for our children and their families in past 12 years -

-Professional jobs that provide upward mobility- former 21<sup>st</sup> CCLC students now return every summer to work with our kids during their summer break from college - the best mentors!

The collaboration with the City has been highly successful: recognized by FLDOE for our outstanding program, Project Impact staff presented at State Conference on creating/developing sustainable partnerships, selected by FLDOE office to be observed by Washington D.C DOE office, selected for NASA Program and COA 21<sup>st</sup> CCLC students traveled to Cape Canaveral and presented projects to NASA scientists with special reception with NASA staff.

These successes represent the support and collaboration with the City of Apalachicola

*A program that is highly effective and efficient...managed with minimal oversight by the City staff.*

Project Impact is an accolade of achievement for the City of Apalachicola...it shows what a small-town government can do for its citizens.... especially the most vulnerable by creating a safe haven of enrichment and education.

#### Worker's/Unemployment Compensation

- City of Apalachicola does not pay SUTA/FUTA due to tax exempt status.
- City pays on case by case basis when claim is presented.
- Grant could provide funds, but they must be placed in account that could only be used Project Impact employees.
- City would determine rate based on their UE insurance and SUTA for unemployment.

#### Retirement Benefits

- Grant currently pays for all retirement benefits for employees.
- Contractor staff receives no benefits and files W-9.
- FRS changed guidelines for retirement and part time positions were exempt prior to this with documentation/research conducted by former City Manager and Director.
- *Existing Project Impact account has \$40,000 balance (funds that could be used to pay any outstanding costs.)*

#### DCF License

- Grant could pay annual DCF License fee required to operate 2 sites totaling \$200.

#### Cell Phones

- Grant could pay under indirect cost allocation.

#### Utilities/Facilities

- City has received generous utility allocations from the grant over the past 10 years.
- MAJOR renovations/upgrades have been made to the City Municipal Complex – upgrading the areas used by Project Impact allowed over 30 community partners to utilize the area including FAMU, FC Health Department, H'COLA, FEMA during hurricane recovery and many more.

Plans for next 5 years: CITY receives 1% of Grant TOTAL for Payroll/Bookkeeping

-We have been pre-selected by State for 2019 NASA Program...only 30 sites chosen out of Florida.

-Expansion of CMC STEAM Lab – preparing our kids for tech future – Tyndall may be next space base.

-Update CMC Site computer lab with state of the art technology.

-Students travel to Washington D.C. in collaborative project with County Youth Foundation.

-Expansion of successful free healthy eating/fitness programs for students and their family members.



---

Saturday, August 22, 2009

## **City to receive 21st Century Grant funding**

Approximately two months ago, the City of Apalachicola submitted a proposal to the Florida Department of Education (DOE) to act as the fiscal agent of the 21st Century Community Learning Centers Grant, a role the Franklin County School District played during the grants first five years.

On Friday, August 21, City Administrator Betty Taylor-Webb received notification from DOE Bureau Chief Joe Davis that the proposal submitted by the city will receive funding.

The city asked for \$490,320.00 to continue its Project Impact afterschool and summer programs at the city's new recreation and community service complex located at the former Apalachicola High School.

The purpose of the grant it to provide academic enrichment programs to help students meet performance standards in core academic subjects, such as reading and mathematics.

As well as to provide youth development activities, such as drug and violence prevention programs, counseling programs, art, music, and recreation programs that are designed to reinforce and complement the regular academic program of participating students.

In addition, the purpose of the grant is to provide families of students served by the program opportunities for literacy and related educational development.

In his notification letter Davis wrote, "We are very pleased to inform you that the proposal submitted by your agency for the 2009-2010, 21st Century Community Learning Centers Grant has been selected for funding. The overall quality of submitted proposals resulted in a highly competitive process, and the success of your proposal is a significant accomplishment".

**The \$490,320.00 award will position the City of Apalachicola to effect positive the academic development of Apalachicola and Franklin County students, a role every municipality in the state should seek.**

**Posted by Apalachicola Mayor Van Johnson at 8/22/2009 12:01:00 AM**

**APALACHICOLA CITY COMMISSION**  
**REQUEST FOR BOARD ACTION**  
**Meeting Date: May 7, 2019**

**SUBJECT:** Ordinance 2019-03 - Mobile Food Trucks Ordinance – Second Reading and Public Hearing

**AGENDA INFORMATION:**

**Agenda Location:** Public Hearing and Unfinished Business  
**Item Number:** A  
**Department:** Governing Body  
**Contact:** Ron Nalley, City Manager and Pat Floyd, City Attorney  
**Presenter:** Ron Nalley, City Manager and Pat Floyd, City Attorney

**BRIEF SUMMARY:** Currently, no provision in the Zoning Ordinance supports or provides development standards for mobile food vendors or itinerate merchants. Historically, the City has informally allowed, on a temporary basis, mobile food vendors in conjunction with events and festivals and a provision in the Business License Ordinance allows for this. Recently, the City has received requests from businesses interested in either locating a Mobile Food Truck on their property or operating a Mobile Food Truck within the City. At their February meeting, the Commission asked the City Attorney to develop an Ordinance regulating Mobile Food Vendors for their consideration. At the March meeting, the Commission provided additional direction for staff to develop a revised Ordinance which was presented at the April meeting. Following minor revisions made in response to comments received during the April meeting, the proposed Ordinance is being submitted for a public hearing and second reading in May. In addition, a small group of concerned citizens representing the local restaurant and food truck industry met with staff and discussed additional revisions that are being presented to the Commission alongside other minor changes for their consideration.

**RECOMMENDED MOTION AND REQUESTED ACTIONS:** To Adopt Ordinance 2019-03 Mobile Food Trucks Ordinance.

**FUNDING SOURCE:** None

**ATTACHMENTS:** Ordinance 2019-03 – Mobile Food Trucks Ordinance and Recommendations or Requests made by Representatives from the Local Restaurant and Food Truck Industry, April 29, 2019

**STAFF'S COMMENTS AND RECOMMENDATIONS:** At the March meeting, staff was concerned that the proposed Ordinance would create many unanticipated consequences for the mobile food vendors and may prove difficult for the City to administer. Additionally, staff was concerned that allowing permanent food vendor placement may create a conflict with historic regulations that govern the compatibility of development in the City's historic district. Staff therefore recommended tabling the Ordinance until such time that additional review could be conducted and revisions made that better identify compatible use standards. Based on public comment at the meeting, comments from the Commissioners, and a further review of other municipal mobile food truck regulations, a revised Ordinance that would allow permitted food trucks on qualifying properties temporarily (three times per week), without having to meet principal use commercial development standards was developed. Based on comments at the April meeting, and comments received from a group of concerned citizens representing the restaurant and food truck industry, revisions have been made for the Board's consideration. Staff appreciated the opportunity to engage in a positive and productive exchange of ideas with representatives from the local food services industry to receive input on the proposed ordinance.

**City of Apalachicola  
Mobile Food Truck Ordinance**

Recommendations or Requests made by  
Representatives from the Local Restaurant and Food Truck Industry  
April 29, 2019

**1. Section 2 (b)**

*An applicant for a Class I Mobile Food Truck Vendor Permit shall make their mobile food truck available for inspection by the City of Apalachicola Volunteer Fire Department at a location determined by the City. The City of Apalachicola Volunteer Fire Department shall ensure compliance with all applicable federal, state and local fire safety statutes, regulations, ordinances and codes. Subsequently, every Class I Mobile Food Truck must undergo an inspection by the City of Apalachicola Volunteer Fire Department annually.*

Is this section redundant? Is this same inspection conducted through the State permitting process?

*State Response:* According to Rick Akin with the Florida Department of Business and Professional Regulation (DBPR), the answer is no. Per Chapter 509, the division's authority is limited to "The division, or its agent, shall notify the local fire safety authority or the State Fire Marshal of any readily observable violation of a rule adopted under Chapter 633 which relates to public lodging establishments or public food establishments, and the identification of such violation does not require any fire safety inspection certification."

*Staff Recommendation:* According to the State, the inspection process will notify the local fire safety authority for any readily observable violations but it does not require any fire safety inspection certification. As a result, the City can, if it chooses, require a Fire Safety Inspection limited to compliance with applicable federal, state and local fire safety statutes, regulations ordinances and codes.

**2. Section 3 (f)**

*A notarized commissary agreement confirming the mobile food truck vendor is operating in conjunction with a licensed commissary in accordance with Florida Statutes, where applicable. All commissaries must be pre-approved by the City prior to issuance of mobile food truck vendor permit.*

Is this section redundant?

*State Response:* According to information provided Rick Akin with the Florida DBPR, a Commissary is "a public food service establishment licensed by the division or a food establishment permitted by the Department of Agriculture and Consumer Services, which is utilized by a mobile food dispensing vehicle for the purpose of providing all required support services, including potable water and wastewater disposal that are not available on the mobile food dispensing vehicle." Where applicable, the owner of each mobile food dispensing vehicle shall notify the division of each commissary they intend to utilize for support services before using the commissary and submit a Commissary Notification form.

*Staff Recommendation:* When applicable, the City should be made aware that the mobile food truck vendor is operating in conjunction with a licensed commissary in accordance with Florida Statutes.

However, it would seem unnecessary to require pre-approval by the City prior to issuance of a vendor permit if sufficient documentation exists that they meet the Statute requirements. Staff recommends the following change: *A notarized commissary agreement confirming the mobile food truck vendor is operating in conjunction with a licensed commissary in accordance with Florida Statutes, where applicable. All commissaries must be pre-approved by the City prior to issuance of mobile food truck vendor permit.*

**3. Section 5 (e)**

*Prohibitions - Providing or allowing a dining area, including but not limited to tables, chairs, booths, bar stools, benches standup counters, shade canopies, umbrellas, and tents.*

Representatives felt that the temporary establishment of a dining area (i.e. tables, chairs, umbrellas) was reasonable.

*Staff Recommendation:* Challenge is not allowing a temporary use to become a permanent use under the Land Development Code. Staff does see the benefit and convenience of providing limited shade and seating to patrons. No recommendation is being offered at this time until further discussion of this matter by the City Commission.

**4. Section 5 (g)**

*Prohibitions - Installing signage other than what is painted on or flatly affixed to the surface of the mobile food truck.*

Representatives felt that existing wording for signage is too narrow.

*Staff Recommendation: ~~Installing signage other than what is painted on or flatly affixed to the surface of the mobile food truck.~~ Installing signage in violation of the Sign Ordinance requirements of the City of Apalachicola.*

**5. Section 6 (g) and (h)**

*(g) A mobile food truck vendor shall use only single-service food utensils. All single-service food utensils such as cups, straws, knives, forks, spoons and stirrer shall be individually wrapped, kept in a clean place, properly handled and shall be used only once. All cups and containers for bulk drinks shall be stored in closed cartons and served from dispensers which protect their rims from contamination by customers, dust, dirt or flies.*

*(h) All pre-packaged food must be individually wrapped and must comply with the labeling requirements provided in 21 CFR Part 101, as amended. No person shall keep or offer for sale individual portions of perishable food products which have been rewrapped or repackaged or portions of which the identifying date on the wrapper has been altered, disfigured or changed in any manner.*

Are these sections redundant? Are these sections regulated elsewhere?

*State Response:* According to Rick Akin with Florida DBPR, single-service food utensils are not a requirement for DBPR. Pre-packaged foods are regulated by the Florida Department of Agriculture under Chapter 500.

*Staff recommendation:* No recommendation is being offered at this time until further discussion of this matter by the City Commission. Restating pre-packaged food regulations does seem redundant, but reminding vendors that perishable food products which have been rewrapped or repackaged or portions of which the identifying date on the wrapper has been altered, disfigured or changed in any manner is not allowed is clearly in line with protecting the health, safety and welfare of the public. With no State requirement, requiring single-service food utensils will be a decision that is left up to the City Commission.

**6. Section 7 (a)**

*Mobile food trucks shall be permitted to operate between 6:00 a.m. and 11:00 p.m. each day of the week including set up and takedown.*

Representatives would like additional hours of operation.

*Staff recommendation:* Proposed revision is in keeping with other Ordinance requirements suggested by the Chief of Police. *Mobile food trucks shall be permitted to operate between 6:00 a.m. and 11:00 p.m. Sunday through Thursday and between 6:00 a.m. and 12:00 midnight on Friday and Saturday each day of the week, including set up and takedown.*

**7. Section 7 (b)**

*A mobile food truck may operate at a single location up to a maximum of three (3) days per week.*

Representatives would like to operate a total of five (5) or six (6) days per week.

*Staff recommendation:* No recommendation is being offered at this time until further discussion of this matter by the City Commission. Challenge is not allowing a temporary use to become a permanent use under the Land Development Code.

**8. Section 7 (e)**

*No more than one mobile food truck shall operate on any property at any one time.*

Representatives would like to have the ability to have more than one mobile food truck on a property at any one time.

*Staff recommendation:* *No more than one mobile food truck shall operate on any property at any one time. A request for allowing more than one mobile food truck per lot shall be treated as a Special Exception pursuant to the Land Development Code.*

**9. Section 7 (f)**

*Mobile food trucks operating at a site for a duration of more than three (3) hours shall have a written agreement, available upon request, which confirms that employees have access to a flushable permanent restroom within one hundred fifty (150) feet of the vending location during the hours of operation.*

Representatives would like to increase the access distance to a permanent restroom.

*Staff recommendation:* As it stands now, mobile food trucks must operate on private property within close proximity to a principal business and presumably, flushable permanent restrooms.

Because public restrooms may not be available due to the extended hours of operation, staff feels it is still necessary to require a signed restroom agreement, but is willing to remove the distance requirement. *Mobile food trucks operating at a site for a duration of more than three (3) hours shall have a written agreement, available upon request, which confirms that employees have access to a flushable permanent restroom within one hundred fifty (150) feet of the vending location during the hours of operation.*

**10. Section 8 (a), (b) and (c)**

*(a) All mobile food trucks shall have adequate mechanical refrigeration equipment that is capable of maintaining food or drink at a temperature of forty (40) degrees Fahrenheit or less, if any food or drink is required to be kept cold.*

*(b) All mobile food trucks shall have adequate mechanical heating equipment that is capable of maintaining food or drink at a temperature of one hundred forty (140) degrees Fahrenheit or more, if any food or drink is required to be kept hot, or capable of heating food or drink to a temperature of one hundred sixty-five (165) degrees Fahrenheit or more, if any food or drink is required to be heated.*

*(c) All mechanical refrigeration and heating equipment shall be equipped with a thermometer.*

Are these sections redundant? Are these sections regulated elsewhere?

*State Response:* Rick Akin with Florida DBPR states that yes, this section is regulated under Chapter 509, FS, 61C FAC, and 2009 FDA Food Code.

*Staff Recommendation:* Because this section is adequately covered under several sections of State law, staff sees no reason to repeat existing law unless the Commission wishes to restate the importance of protecting the health, safety and welfare of the public.

**CITY OF APALACHICOLA, FLORIDA  
ORDINANCE 2019-03 "MOBILE FOOD TRUCKS"**

**AN ORDINANCE OF THE CITY OF APALACHICOLA, FLORIDA, AMENDING THE APALACHICOLA LAND DEVELOPMENT CODE OF ORDINANCES BY CREATING CHAPTER XI, MOBILE FOOD TRUCKS; PROVIDING REGULATIONS FOR MOBILE FOOD TRUCKS OPERATING WITHIN THE CITY; REQUIRING MOBILE FOOD TRUCK VENDOR PERMITS FOR OPERATION OF MOBILE FOOD TRUCKS; ESTABLISHING A ZONE FOR OPERATION OF MOBILE FOOD TRUCK BUSINESSES; ESTABLISHING PROHIBITIONS; ESTABLISHING OPERATING REQUIREMENTS; ESTABLISHING PENALTIES FOR VIOLATIONS; AMENDING CHAPTER II OF THE LAND DEVELOPMENT CODE TO CREATE DEFINITIONS FOR MOBILE FOOD TRUCKS; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, AND AN EFFECTIVE DATE.**

**WHEREAS**, the mobile food truck industry has expanded and provides the service of convenient and diverse food choices; and

**WHEREAS**, the people have a right to and should be ensured that food purchased from mobile food trucks is safe for consumption; and

**WHEREAS**, the City Commission recognizes the need for reasonable regulations intended to provide economic development and entrepreneurial opportunities for mobile food truck businesses while protecting public health, safety, and welfare, minimizing visual impacts to the public realm ~~and mitigating fiscal impacts to site-built restaurants and businesses~~; and

**WHEREAS**, the City Commission has determined that it is in the best interest of the residents of Apalachicola that minimum regulatory standards of conduct be enacted to permit Mobile Food Trucks to operate within the City of Apalachicola.

**NOW THEREFORE BE IT ENACTED BY THE PEOPLE OF THE CITY OF APALACHICOLA, FLORIDA, THE FOLLOWING ORDINANCE PROVISIONS FOR THE CITY OF APALACHICOLA:**

**SECTION 1.** Chapter XI, "Mobile Food Trucks," of the Code of Ordinances is hereby created as follows:

**CHAPTER XI - MOBILE FOOD TRUCKS**

**Section 1. Definitions.**

- (a) *Commissary* means an approved facility that provides support services for specific required functions of a mobile food truck business. Any food establishment permitted or licensed by a regulatory agency, such as a catering operation, restaurant, grocery store or similar establishment or any otherwise approved facility by Florida Department of Agriculture and Consumer Services in which food, containers, or supplies are kept, handled, prepared, packaged, or stored can be considered for approval as a commissary. When not required at the mobile food truck operation, commissaries may provide a three compartment sink for washing, rinsing, and sanitation of equipment in addition to hand wash and restroom facilities. A private residence may not be used as a commissary.
- (b) *Mobile Food Truck* means a vehicle which is used to vend food and beverage products and is classified as one of the following:

1. *Class I – Mobile Kitchens.* These vehicles may cook, prepare and assemble food items on or in the unit and serve a full menu. These vehicles may also vend the products permitted for Class II Mobile Food Trucks.
2. *Class II – Canteen Trucks.* These vehicles vend pre-cooked foods, pre-packaged foods, pre-packaged drinks and incidental sales of pre-packaged frozen dairy or frozen water-based food products, fruits and vegetables. No preparation or assembly of food or beverage may take place on or in the vehicle; however, the heating of pre-cooked food is permitted.

(c) *Mobile Food Vendor* means a person who prepares, dispenses or otherwise sells food from a mobile food truck.

## **Section 2. Mobile Food Truck Vendor Permit Requirements.**

- (a) Any person engaged in the selling, preparation or dispensing of food from a mobile food truck must purchase an annual mobile food truck vendor permit in accordance with this Chapter.
- (b) An applicant for a Class I Mobile Food Truck Vendor Permit shall make their mobile food truck available for inspection by the City of Apalachicola Volunteer Fire Department at a location determined by the City. The City of Apalachicola Volunteer Fire Department shall ensure compliance with all applicable federal, state and local fire safety statutes, regulations, ordinances and codes. Subsequently, every Class I Mobile Food Truck must undergo an inspection by the City of Apalachicola Volunteer Fire Department annually.
- (c) All mobile food truck vendors must display the mobile food truck vendor permit issued by the City in a prominent and visible manner.

## **Section 3. Permit Application and Administrative Rules and Regulations.**

Applications for mobile food truck vendor permits must include the following information:

- (a) The name, address, telephone number, and email address of the applicant.
- (b) Address of proposed location to store the mobile food truck when not in use.
- (c) A description or menu of the type of food and/or beverages to be sold.
- (d) Color photograph of the mobile food truck depicting its current condition.
- (e) A copy of all permits and business licenses required by the State of Florida, Franklin County and the City of Apalachicola.
- (f) A notarized commissary agreement confirming the mobile food truck vendor is operating in conjunction with a licensed commissary in accordance with Florida Statutes, where applicable. ~~All commissaries must be pre-approved by the City prior to issuance of mobile food truck vendor permit.~~
- (g) Address of proposed operation site(s), including the property address, property owner's name and telephone number, and the name of the principal business located on the property.



- (h) A notarized statement by each property owner indicating that the applicant has permission to operate on the site. The affidavit must also indicate that the property owner acknowledges the following requirements:
1. The property owner shall comply with all ordinances regarding solid waste disposal and must provide the mobile food truck vendor access to solid waste collection on the subject property.
  2. The property owner shall require that the mobile food truck vendor meets all applicable Federal, State and Local statutes, regulations, laws, Ordinances, Rules and Codes; including but not limited to permitting requirements regarding the specific business.
  3. The property owner shall acknowledge that they understand the regulations regarding mobile food truck vendors and operation of mobile food trucks and will be held responsible, along with the mobile food truck vendor for any code violations.
- (i) A site plan for each proposed operation site, drawn to scale, depicting the following information:
1. Total square footage of the property.
  2. Location and square footage of the existing principal and accessory use(s).
  3. Proposed location for the mobile food truck.
  4. Location of ingress/egress to the site.
  5. Table demonstrating the minimum setbacks in compliance with the underlying zoning district.
  6. Information demonstrating compliance with the 80% maximum impervious lot coverage requirements.
- (j) Proof of business insurance, issued by an insurance company that is licensed to do business in the State of Florida, protecting the applicant from all claims for damages to property and bodily injury, including death, which may arise from operations under or in connection with mobile food truck vending. Such insurance shall name the City of Apalachicola as an additional insured party and shall be in at least the amount of \$500,000 for occurrence for injury and \$200,000 per person. The permittee, owner or operator shall notify the City within three (3) business days of any changes in the insurance coverage. Upon the cancellation or lapse of any policy of insurance as required by this Section, the permit shall be immediately revoked unless, prior to the expiration or cancellation date of the insurance policy, another insurance policy meeting all the requirements of this Section is obtained and a new certificate of insurance is provided to the City.
- (k) Application fee as outlined in the City of Apalachicola adopted fee schedule.

#### **Section 4. Permitted Zoning Districts for Operation of a Mobile Food Truck.**

Unless authorized or exempted by this Ordinance, mobile food trucks may only be permitted to operate within the following zoning districts.

- (a) C-1 – General Commercial
- (b) C-2 – Neighborhood Commercial
- (c) C-3 – Highway Commercial

- (d) C-4 – Riverfront Commercial
- (e) RF – Riverfront

## **Section 5. Prohibitions.**

Mobile food truck vendors are prohibited from the following:

- (a) Selling or distributing alcoholic beverages.
- (b) Operating in a City park or City parking lots, public rights-of-way, municipal cemetery or residentially zoned neighborhoods except in compliance with Section 8 and Section 10.
- (c) Operating outside of the permitted zoning districts listed in Section 4 or in any location except in compliance with the requirements of this Chapter.
- (d) Operating on unimproved surfaces, vacant lots and abandoned business locations.
- (e) Providing or allowing a dining area, including but not limited to tables, chairs, booths, bar stools, benches, standup counters, shade canopies, umbrellas, and tents.
- (f) Creating amplified sounds in violation of the noise limitation requirements of the City of Apalachicola.
- (g) Installing signage in violation of the Sign Ordinance requirements of the City of Apalachicola.  
~~Installing signage other than what is painted on or flatly affixed to the surface of the mobile food truck.~~
- (h) Selling or dispensing food to customers in a moving vehicle or otherwise engaging in drive up sales.
- (i) Parking a mobile food truck: 1) Within twenty (20) feet of a crosswalk; 2) Within fifteen (15) feet of any fire hydrant or storm drainage structure; 3) In an area that impedes the ingress or egress of other businesses, building entrances or driveways; 4) In an area that functions as an emergency entrance or exit.

## **Section 6. Food Truck General Regulations.**

- (a) Mobile food truck vendors shall remove all waste and trash at the end of each day.
- (b) Mobile food truck vendors are liable for all damages and repairs to the streetscape, trees and vegetation, sidewalks, streets, or other public amenities that relate to its operation.
- (c) Under no circumstances shall grease be released into the City's sanitary sewer system. No liquid waste or grease is to be disposed in tree pits or onto sidewalks, streets or other public spaces.
- (d) In accordance with the Florida Department of Business and Professional Regulation guidelines, all necessary control measures shall be used to effectively minimize, or eliminate when possible, the presence of rodents, roaches and other vermin and insects on the premises of all mobile food trucks. Each mobile food truck vendor shall maintain a log containing a written record of the control measures performed by exterminators or other pest control businesses on the mobile food truck. This log shall be open to inspection by City Code Enforcement Officers.

- (e) Mobile food truck vendors must not engage in food preparation if the vehicle does not provide water and waste systems as required by the Florida Department of Business and Professional Regulation or otherwise fails to meet sanitation and safety requirements.
- (f) All food service equipment utilized by the mobile food truck vendor shall be maintained in good repair and a clean condition.
- (g) A mobile food truck vendor shall use only single-service food utensils. All single-service food utensils such as cups, straws, knives, forks, spoons and stirrer shall be individually wrapped, kept in a clean place, properly handled and shall be used only once. All cups and containers for bulk drinks shall be stored in closed cartons and served from dispensers which protect their rims from contamination by customers, dust, dirt or flies.
- (h) All pre-packaged food must be individually wrapped and must comply with the labeling requirements provided in 21 CFR Part 101, as amended. No person shall keep or offer for sale individual portions of perishable food products which have been rewrapped or repackaged or portions of which the identifying date on the wrapper has been altered, disfigured or changed in any manner.

#### **Section 7. Operating Requirements.**

- (a) Mobile food trucks shall be permitted to operate between 6:00 a.m. and 11:00 p.m. Sunday through Thursday and between 6:00 a.m. and 12:00 midnight on Friday and Saturday each day of the week, including set up and takedown.
- (b) A mobile food truck may operate at a single location up to a maximum of three (3) days per week. For the remainder of the week, the mobile food truck must be removed from the site. If the mobile food truck is engaged in a Special Event as identified in Section 11, it shall not count toward the three (3) day per week allocation for a particular property.
- (c) Mobile food trucks shall not exceed ten (10) feet in width, including any side extensions of awnings, twenty-four (24) feet in length, including the length of any trailer hitch, the trailer or other extensions.
- (d) Mobile food trucks must be self-contained when operating (including all utilities: power, water, cooking fuel sources), except for the required trash and/or recycling receptacles, which must be attached to the mobile food truck, and shall not impeded free movement of automobiles or pedestrians. The mobile food truck vendor shall keep all areas within five (5) feet of the mobile food truck clean of grease, trash, paper, cups or cans associated with the vending operation.
- (e) No more than one mobile food truck shall operate on any property at any one time. A request for allowing more than one mobile food truck per lot shall be treated as a Special Exception pursuant to the Land Development Code.
- (f) Mobile food trucks operating at a site for a duration of more than three (3) hours shall have a written agreement, available upon request, which confirms that employees have access to a flushable permanent restroom ~~within one hundred fifty (150) feet of the vending location~~ during the hours of operation.

- (g) Mobile food trucks shall be operated only by the mobile food truck vendor permittee or by an authorized employee of such permittee.

**~~Section 8. Refrigeration and Heating Equipment.~~**

- ~~(a) All mobile food trucks shall have adequate mechanical refrigeration equipment that is capable of maintaining food or drink at a temperature of forty (40) degrees Fahrenheit or less, if any food or drink is required to be kept cold.~~
- ~~(b) All mobile food trucks shall have adequate mechanical heating equipment that is capable of maintaining food or drink at a temperature of one hundred forty (140) degrees Fahrenheit or more, if any food or drink is required to be kept hot, or capable of heating food or drink to a temperature of one hundred sixty-five (165) degrees Fahrenheit or more, if any food or drink is required to be heated.~~
- ~~(c) All mechanical refrigeration and heating equipment shall be equipped with a thermometer.~~

**Section 8 9. Food Service Provided to Persons Engaged in Construction**

Class II Mobile Food Trucks that are being used to provide food and drink to persons engaged in construction in the City of Apalachicola are exempt from the provisions of Section 4 above, provided such vehicles are only parked for a maximum of thirty (30) minutes.

**Section 9 10. Permanent Food Trucks.**

If a food truck, trailer, or other such installation wishes to permanently remain on a property, it shall do so as an "Eating and Drinking Establishment" or "Restaurant" use, only permitted in those zoning districts where such uses are allowed. All requirements (i.e. parking, building restrictions, setbacks, storm-water, signage, floodplain management) of the Land Development Code and Florida Building Code construction requirements shall apply.

**Section 10 11. Special Events.**

The City of Apalachicola may authorize food trucks in the public right-of-way, park, parking lots, or residentially zoned neighborhoods as part of a special event. ~~Food trucks must be ancillary to the special event.~~ The City may also authorize mobile food vendors at special events for schools, religious institutions and nonprofit organizations.

**Section 11 12. Penalty.**

- (a) A Code Enforcement Officer or a Law Enforcement Officer may issue a civil citation for a violation of this Chapter pursuant to the procedures and amounts listed in Chapter 3 of the City's Code of Ordinances. Each violation shall constitute a separate instance for which a separate penalty may be imposed. Furthermore, this Ordinance may be enforced by the City of Apalachicola as a civil infraction under Apalachicola Ordinance No. 2017-02 as additional and supplemental means of enforcing this Ordinance. Upon a mobile food truck vendor's second offense within a twelve month period, the mobile food truck vendor permit may be revoked.
- (b) For the purposes of this Section, "offense" shall mean a finding of violation by the Court or payment of the non-contested civil penalty in Section 3 of the City's Code of Ordinances. An offense shall be deemed to have occurred on the date the violation occurred. An offense occurring twelve (12)

months after the last offense shall be treated as a first offense for purposes of incurring new fines and penalties.

- (c) If, at any time, the Florida Department of Business and Professional Regulation revokes or suspends the mobile food truck vendor's license, the City's mobile food truck vendor permit shall be deemed to have been simultaneously revoked or suspended.

**SECTION 2. Severability.**

If any portion of this Ordinance is declared invalid or unenforceable, then to the extent it is possible to do so without destroying the overall intent and effect of this Ordinance, the portion deemed invalid or unenforceable shall be severed here from, and the remainder of this Ordinance shall continue in full force and effect as if it were enacted without including the portion found to be invalid or unenforceable.

**SECTION 3. Conflicts.**

All Ordinances or parts of Ordinances in conflict herewith, to the extent of such conflict, are hereby repealed.

**SECTION 4. Codification.**

It is the intent of the City Commission of the City of Apalachicola that the provisions of this Ordinance shall become and made a part of the City of Apalachicola Code.

**SECTION 5. Effective Date.**

This Ordinance shall take effect immediately upon adoption by the City of Apalachicola, Florida. This Ordinance was first read in open session on the \_\_\_ day of \_\_\_\_\_, 2019. This Ordinance was read for the second time and full adopted in open session after Public Hearing on the \_\_\_ day of \_\_\_\_\_, 2019. The final adoption and motion were made by Commissioner \_\_\_\_\_, and seconded by Commissioner \_\_\_\_\_.

Voting Aye: \_\_\_\_\_  
Voting Nay: \_\_\_\_\_

**FOR THE CITY COMMISSION OF THE  
CITY OF APALACHICOLA**

BY: \_\_\_\_\_  
Van W. Johnson, Sr., Mayor

**ATTEST:**

\_\_\_\_\_  
Deborah Guillotte  
City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
J. Patrick Floyd  
City Attorney

**MINUTES OF THE REGULAR MEETING OF THE APALACHICOLA CITY COMMISSION HELD TUESDAY, APRIL 2, 2019, 6:00 PM AT THE APALACHICOLA COMMUNITY CENTER.**

**PRESENT:** Mayor Van W. Johnson, Sr.  
Commissioner Jimmy Elliott  
Mayor Pro Tem Brenda Ash  
Commissioner Anita Grove

Ron Nalley, City Manager  
Deborah Guillotte, City Clerk  
Pat Floyd, City Attorney

**ABSENT:** Commissioner Mitchell Bartley

**CALL TO ORDER**

Mayor Johnson called the meeting to order at 6:00 PM and Attorney Floyd gave the invocation. Council members led the pledge of allegiance.

**AGENDA ADOPTION**

Mayor Johnson called for motion to approve agenda.

City Manager Ron Nalley requested Unfinished Business- Item C be removed from agenda due to item is under further review.

Commissioner Brenda Ash made a motion to approve the agenda as Amended. Commissioner Jimmy Elliott seconded and the motion carried 4-0.

**MAYOR'S/COMMISSIONER'S COMMUNICATIONS**

- Commissioner Ash wanted to commend the Library for the marketing and publicity changes they are making and wanted to make citizens aware of these changes, stating it is good for the City.
- **Resolution 2019-03 - Proclaiming April 7<sup>th</sup>-13<sup>th</sup>, 2019 As National Volunteer Week**

Attorney Floyd read Resolution 2019-03 in its entirety.

Commissioner Jimmy Elliott made a motion to adopt Resolution 2019-03. Commissioner Anita Grove seconded and the motion carried 4-0.

- **Resolution 2019-05 - Honoring Dorothy "Lee" Mathes on Her Retirement**

Attorney Floyd read Resolution 2019-05 in its entirety.

Commissioner Jimmy Elliott made a motion to adopt Resolution 2019-05. Commissioner Anita Grove seconded and the motion carried 4-0.

**CITY MANAGER COMMUNICATIONS**

- **Commission Retreat** – The Commission Retreat on March 23, 2019, was a success and the City Manager thanks the City Commission and staff for the great job. The 2019-2020 Goals and Objectives will be submitted to the City Commission at an upcoming meeting.
- **Scipio Creek Marina** – The City Commission asked staff to look at the water, sewer and electric issues at the marina. Following review, it is estimated that it will cost approximately \$65,000 for electric and approximately \$60,000 for water, with a total cost of approximately \$125,000 worth of repairs. The City has received \$430,000 from insurance money, with \$200,000 being allocated for the Popham Building. In a response to a question from Commissioner Ash, Mr. Graham stated he has checked with several contractors and staff is also assisting with repair of the damage.
- **Legislative Update** – Augusta West gave a brief update on the need for funding for infrastructure needs which includes drinking water, sewer upgrades, and hurricane-related projects. The City has submitted five appropriation requests in addition to the Apalachicola Environmental Stewardship Bill. It is hoped that one or more of these projects will be funded this year.

**ATTORNEY PAT FLOYD COMMUNICATIONS**

- Attorney Floyd gave an update on the Duke Energy Franchise Agreement progress and stated we are still in negotiation with language which they have sent for further review.
- Attorney Floyd gave an update on the amending of Article 17 – Elections of the City of Apalachicola, stating this is still under review.
- Attorney Floyd stated the houseboat has been moved outside the City limits after the adoption of the Floating Structure Ordinance.
- Attorney Floyd gave an update on the Christiana Moore Appeal, stating the City Commission will need to set a date for the hearing. In a response to a question by Mayor Johnson, Chris Moore gave several dates she would be available for the hearing.
- Attorney Floyd gave an update on the Rich Hall floodplain case, stating that the earliest trial date for Franklin County Court is September 11, 2019.

**PUBLIC HEARING**

**ORDINANCE NO: 2019-01 HISTORIC AND CULTURAL PRESERVATION – PUBLIC HEARING  
AND SECOND READING**

Attorney Floyd read Ordinance 2019-01 by title as follows:

**AN ORDINANCE REPEALING CHAPTER VI IN ITS ENTIRETY AND CREATING THE PURPOSE AND INTENT OF PROTECTING HISTORIC ASSETS, REQUIREMENTS FOR OBTAINING A CERTIFICATE OF APPROPRIATENESS**

WITHIN THE HISTORIC DISTRICT; PROVIDING FOR PROTECTIVE MAINTENANCE OF HISTORIC STRUCTURES, PROVIDING REQUIRED MATERIAL DESCRIPTIONS; AMENDING CHAPTER II, DEFINITIONS; AMENDING CHAPTER VII, PART C, 2B AND PROVIDING FOR SEVERANCE.

Mayor Johnson opened the floor for public comment.

The public had numerous concerns with this Ordinance and requests the City Commission to not adopt this until further review by staff and citizens. In a response to a question by Commissioner Elliott, Cindy Clark stated every section has provisions for mediation and moderation at request of the applicant. Mayor Johnson stated staff has been working on this since 2006, and is now putting it in an Ordinance where numerous meetings on this issue have been held.

There being no further comments, Mayor Johnson closed the public hearing.

<b>PUBLIC COMMENT</b>
-----------------------

Mayor Johnson opened the floor for public comment.

- Carol Rudo stated that the 27<sup>th</sup> Annual Historic Apalachicola Home and Garden Tour will be held on May 4, 2019.
- Kevin Martina stated his concerns with Scipio Creek Marina and would like the City Commission to consider allowing a Scipio Creek Committee to provide a proposal to the City to be a contractor for collecting and taking care of the marina. Commissioner Ash suggested Chief Varnes, Commissioner Elliott, Mr. Nalley and Mr. Martina get together to discuss the matter further. Mr. Nalley reminded the City Commission that at the Commission Retreat, the City Commission had instructed staff to go through the process of developing a Request for Proposals and that the Scipio Creek Committee could go through the process of putting a proposal together like other perspective bidders.
- Mike Vroegop expressed his concern with the USDA sewer system upgrades requested by the Community Redevelopment Agency.
- Rich Hall stated his concerns and disappointment with the suggested court trial date of September 11, 2019, in Franklin County and requested that the City Commission consider having the venue in Tallahassee, Florida, Leon County Circuit Court. In a response to a question by Mr. Hall, Attorney Floyd reviewed the process of getting a court hearing. In a response to a question by Commissioner Grove, Attorney Floyd reviewed the process of how to get a court hearing date.
- Charles Sawyer expressed his concern with storm debris and normal yard debris that is on right-of-ways and would like to know who is responsible for picking up the debris. Mr. Nalley stated that Waste Pro still picks up yard debris if it meets the size requirements and if not, it will be tagged with further instructions for disposal.
- Despina George expressed her concern with the proposed Ordinance on changing the election date.



- Uta Hardy stated her concern on the lack of sidewalks and lighting on Commerce Street, as it related to the USDA Grant.
- Donna Ingall thanked the City for working on the Myrtle Avenue ditches and stated her concern of the neighbors having things that need to be removed from the right of way on the West side before any further work can be done.
- John Alber complimented the development of Ordinance 2019-01 Historic and Cultural Preservation and thanked everyone involved.
- Tom Daly expressed his concern in allowing mobile food vendors in the historic downtown and with the proposed Ordinance 2019-03 Mobile Food Truck Regulations.
- Robin Vroegop distributed to the City Commission information on the Election Ordinance Change and stated her concerns with this proposal.

**CONSENT AGENDA**

Mayor Johnson presented the Consent Agenda and asked if any items should be removed before consideration of a motion.

- Meeting Minutes Adoption - Adopt the March 5, 2019 Regular Meeting.
- Planning & Zoning Minutes Confirmation - Confirm the February 2019 Planning and Zoning Minutes.
- Release of Flowage Easement - Box R Wildlife Management Area - To Approve the Release of Easement Document and Authorize the Mayor to Execute the Release.

Commissioner Anita Grove made a motion to approve the Consent Agenda. Commissioner Jimmy Elliott seconded and the motion carried 4-0.

**UNFINISHED BUSINESS**

**A. ORDINANCE NO. 2019-01 - HISTORIC AND CULTURAL PRESERVATION - PUBLIC HEARING AND SECOND READING**

Attorney Floyd read Ordinance No. 2019-01 in its entirety:

AN ORDINANCE REPEALING CHAPTER VI IN ITS ENTIRETY AND CREATING THE PURPOSE AND INTENT OF PROTECTING HISTORIC ASSETS, REQUIREMENTS FOR OBTAINING A CERTIFICATE OF APPROPRIATENESS WITHIN THE HISTORIC DISTRICT; PROVIDING FOR PROTECTIVE MAINTENANCE OF HISTORIC STRUCTURES, PROVIDING REQUIRED MATERIAL DESCRIPTIONS; AMENDING CHAPTER II, DEFINITIONS; AMENDING CHAPTER VII, PART C, 2B AND PROVIDING FOR SEVERANCE.

Commissioner Anita Grove made a motion to adopt Ordinance 2019-01 Historic and Cultural Preservation.

Motion died for lack of a second.

Commissioner Elliott expressed his concerns with pre-existing structures and suggestions of parking in alleyways. Ms. Clark stated this was not a hard rule, just encouraged. Commissioner Elliott went on to say that the public expressed their concerns and asked that Ordinance 2019-01 Historic and Cultural Preservation be reviewed further.

**UNFINISHED BUSINESS**

**B. ORDINANCE 2019-03 – MOBILE FOOD TRUCK REGULATIONS – FIRST READING**

Attorney Floyd read Ordinance 2019-03 by title as follows:

AN ORDINANCE OF THE PEOPLE OF THE CITY OF APALACHICOLA, FLORIDA REGULATING THE OPERATION OF MOBILE FOOD VENDORS WITHIN THE CITY OF APALACHICOLA, FLORIDA, REQUIRING A PERMIT, REQUIRING COMPLIANCE WITH FLORIDA STATUTES AND REGULATIONS REGARDING THE SALE, PREPARATION, STORAGE AND DISPLAYING OF FOOD INCOMMERCIAL OPERATIONS, PROVIDING OPERATION REQUIREMENTS AND CONDITIONS, PROVIDING FOR PROCEDURES AND PENALTIES FOR VIOLATION AND PROVIDING AN EFFECTIVE DATE.

Mr. Nalley stated historically, the City has informally allowed, on a temporary basis, mobile food vendors in conjunction with events and festivals and a provision in the Business License Ordinance allows for this. Recently, the City has received requests from businesses interested in either locating a Mobile Food Truck on their property or operating a Mobile Food Truck within the City. At that time, the initial proposed Ordinance appeared to assign a principal use designation to the food trucks which would require them to meet commercial development standards including lot coverage, storm water and parking normally associated with allowable principal uses. Additionally, staff was concerned that allowing permanent food vendor placement may create a conflict with historic regulations that govern the compatibility of development in the City's historic district. Staff therefore recommended tabling the Ordinance until such time that additional review could be conducted and revisions made that better identify compatible use standards. Based on public comment at the meeting, comments from the Commissioners, and a further review of other municipal mobile food truck regulations, the revised Ordinance would allow permitted food trucks on qualifying properties temporarily (three times per week), without having to meet principal use commercial development standards. There is also a provision that if a person wanted a more permanent location for a mobile food truck, they would have to meet the Land Development Code Regulations.

John Lee stated his concerns with enforcement of the Mobile Food Truck Regulations Ordinance. Uta Hardy suggested limiting mobile food trucks to areas adjacent to existing bars only. In response to a concern by Commissioner Ash, Mr. Nalley stated code enforcement is an issue that he is working on, and will bring a proposal before the City Commission. In a response to a question by Commissioner Ash, Mr. Nalley stated the three (3) days seemed to be common when reviewing requirements from other cities, but can be adjusted by the commission at their request.

Commissioner Jimmy Elliott made a motion to approve First Reading of Ordinance 2019-03 Mobile Food Truck Regulations. Commissioner Anita Grove seconded and the motion carried 3-1. Mayor Johnson opposed.

In a related matter, Mr. Nalley requested the City Commission authorize the City Attorney to proceed with Declaratory and Injunctive Relief against the property owner at 252 Water Street, and the owner of the mobile food truck “Bacon Me Crazy”. In addition to Declaratory Injunctive Relief, staff would like to pursue fines for each day of operation since issuance of the code enforcement violation.

Commissioner Brenda Ash made a motion to authorize the City Attorney to proceed with Declaratory Injunctive Relief against the property owner at 252 Water Street, and the owner of the mobile food truck “Bacon Me Crazy” and pursue fines for each day of operation since issuance of the code enforcement violation. Commissioner Anita Grove seconded and the motion carried 3-1. Commissioner Elliott opposed.

**UNFINISHED BUSINESS**

**C. ORDINANCE 2019-04 AMENDING ARTICLE 17 – ELECTIONS OF THE CITY OF APALACHICOLA CHARTER**

Item removed from agenda.

**NEW BUSINESS**

**A. CDBG ENGINEERING AGREEMENT – BASKERVILLE-DONOVAN, INC.**

Commissioner Anita Grove made a motion to award the Contract for CDBG Grant Engineering Services to Baskerville-Donovan, Inc. in the amount of \$39,400 and authorize the City Manager to execute the Agreement. Commissioner Brenda Ash seconded and the motion carried 4-1.

**NEW BUSINESS**

**B. REQUEST FOR SALE OF CITY OWNED PROPERTY – JOHNNIE LEE BYRD**

Johnnie Byrd requested to purchase a small piece of property owned by the City near the corner of Avenue I and Sixth Street for \$2,500. The property is referred to as BL 64 NE 15 ft x 60 ft of SW (Parcel ID 01-09S-08W-8330-0064-0051). Mr. Byrd owns the surrounding property and according to the County tax record, is unbuildable under separate ownership. The City and County have agreed that they have no use for this piece of property and are willing to allow Mr. Byrd to purchase the property from the City for \$2,500, with the City transferring the property back to the County for their release.

Commissioner Elliott made a motion for Johnny Lee Byrd to purchase BL 64 NE 15 ft x 60 ft of SW (Parcel ID 01-09S-08W-8330-0064-0051) from the City of Apalachicola for \$2,500, and to transfer it back to the County. Commissioner Anita Grove seconded and the motion carried 4-0.

In a response to a question by Commissioner Brenda Ash, Attorney Floyd stated he will review to make sure there are no forthcoming issues with the sale of the above property to Mr. Byrd.

**NEW BUSINESS**

**C. PERMITTING SOFTWARE AGREEMENT - INTACT**

Commissioner Anita Grove made a motion to approve the Agreement Proposal from Intact for a three year term in the amount of \$8,160 and authorize the City Manager to execute the Agreement. Commissioner Brenda Ash seconded and the motion carried 4-0.

In response to a question by Commissioner Ash, Ms. Clark stated the Permitting Software Agreement consists of setting up an online permitting system, similar to the County, and will enable the City to keep up with electronic process of building permits and better track elevation certificates and inspections necessary as part of the building permit process. The purchase will be made in three payments of \$2,720 annually for a total of \$8,160.

**NEW BUSINESS**

**D. PLANNING AND ZONING BOARD MEMBER APPOINTMENT**

Commissioner Anita Grove made a motion to fill the vacant position on the Planning and Zoning Board and appoint Constance Peck to serve a four year term, which ends on December 31, 2023. Commissioner Brenda Ash seconded and the motion carried 4-0.

**NEW BUSINESS**

**E. USDA GRANT APPLICATIONS – SPECIAL MEETING REQUEST AND RESOLUTION 2019-04**

Mayor Johnson announced that the City Commission has set a Special Meeting for Tuesday, April 16, 2019 at 6:00 PM, to discuss the Drinking Water System Improvement Project and the USDA Funding Application Process.

Attorney Floyd read Resolution 2019-04 in its entirety:

**A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF APALACHICOLA, FLORIDA AUTHORIZING THE CITY OF APALACHICOLA COMMUNITY REDEVELOPMENT AGENCY DIRECTOR TO APPLY FOR A USDA RURAL BUSINESS DEVELOPMENT GRANT WHICH WILL PROVIDE FOR SIDEWALKS, PARKING, AND LIGHTING ALONG WATER STREET AND AVENUE G AND SIDEWALK REPAIR ON COMMERCE STREET**

Utah Hardy and others expressed their concerns regarding sidewalks and lighting on Commerce Street and requested that this please be reviewed and considered as a future project.

Commissioner Jimmy Elliott made a motion to adopt Resolution 2019-04. Commissioner Brenda Ash seconded and the motion carried 4-0.

**NEW BUSINESS**

**F. REQUEST TO SUSPEND POLICY 20 – VACATION LEAVE, SECTION 12 – SEPARATION, OF THE PERSONNEL POLICIES AND PROCEDURES MANUAL – LEE MATHES**

Commissioner Brenda Ash made a motion to suspend Policy 20 – Section 12 of the Personnel Policies and Procedures Manual in order to pay Ms. Mathes for 43.63 days of vacation leave and authorize the City Clerk to make full payment of \$9,898.77 to Ms. Mathes for 43.63 days of vacation leave. Commissioner Jimmy Elliott seconded motion and it carried 4-0.

Commissioner Anita Grove stated that she would like to make sure this doesn't happen in the future and requested Mr. Nalley to follow the current policy.

**NEW BUSINESS**

**G. APPEAL REQUEST – CHRIS MOORE, 51 8<sup>TH</sup> STREET**

Commissioner Brenda Ash made a motion to schedule a Special Meeting on Tuesday, April 30, 2019, at 6:00 PM, to consider the Appeal for Mrs. Chris Moore located at 51 8<sup>th</sup> Street. Commissioner Anita Grove seconded and the motion carried 4-0.

**ADJOURNMENT**

With no further business, Commissioner Brenda Ash made a motion to adjourn the meeting at 8:15 pm. Commissioner Jimmy Elliott seconded and motion carried 5-0.

---

Van W. Johnson, Sr., Mayor

---

Deborah Guillotte, City Clerk

**MINUTES OF THE SPECIAL MEETING OF THE APALACHICOLA CITY COMMISSION HELD TUESDAY, APRIL 16, 2019,  
6:00 PM AT THE APALACHICOLA COMMUNITY CENTER.**

**PRESENT:** Mayor Van W. Johnson, Sr.  
Commissioner Jimmy Elliott  
Mayor Pro Tem Brenda Ash  
Commissioner Anita Grove  
Commissioner Mitchell Bartley

Ron Nalley, City Manager  
Deborah Guillotte, City Clerk  
Pat Floyd, City Attorney

**CALL TO ORDER**

Mayor Johnson called the meeting to order at 6:00 PM and Attorney Floyd gave the invocation. Council members led the pledge of allegiance.

**AGENDA ADOPTION**

Mayor Johnson called for a motion to approve the agenda. Commissioner Brenda Ash made a motion to approve the agenda as presented. Commissioner Anita Grove seconded and the motion carried 5-0.

**PRESENTATIONS**

Augusta West stated that the purpose of this meeting is to give citizens the opportunity to become acquainted with the proposed Water Improvements Project and to ask questions or provide comments. Ms. West introduced Kyle Andree, Engineering Project Manager of Inovia Consulting Group; SheNeena Forbes, Area Specialist, Rural Development, United States Department of Agriculture; and Mary Gavin, Technical Assistance Provider, Southeast Rural Community Assistance Project.

Kyle Andree gave an update of the City's current consent order with Florida Department of Environmental Protection for violations of the Disinfection Byproducts (DBP) limits from the treatment plant on Chapman Road, stating Inovia was retained as the Engineer for the City of Apalachicola to obtain the following: Permits for the design of improvements to comply with the Consent Order, help secure funding, and provide construction administration during implementation. Mr. Andree reviewed the Water Quality Issue concerning total Trihalomethanes (TTHM), solution determination, recommended solution (Granular Activated Carbon Filter), additional system improvements, benefits of proposed improvements and project implementation. Inovia is now finalizing updated construction plans, and will provide bidding services to select the contractor to perform the work. It is anticipated that the bidding process will take approximately three months and the site work can begin within thirty days of the bid being awarded. The construction duration is expected to last approximately six months.

Mary Gavin and SheNeena Forbes discussed the proposed Water System Improvements Project including funding, the environmental impacts, the proposed service area, and alternatives to the proposed project.

Mary Gavin stated that the State and Area staff of the United States Department of Agriculture, Rural Development (RD) will administer the loan and grant on behalf of the Rural Utilities Service (RUS) to the City of Apalachicola. Ms. Gavin gave an update on the Letter of Agreement for a \$1.7 million federal funding package for drinking water improvements. Ms. Gavin stated this package consists of a \$1,230,730 grant and a \$474,000 long-term low interest loan to fund the installation of the improvements required by the Florida Department of Environmental Protection to address the total Trihalomethane (TTHM) compliance issue in the municipal water. Once the City is back in compliance, the Consent Order and \$100 per day fines will stop.

PUBLIC COMMENT

Mayor Johnson opened the floor for public comment.

Citizens expressed concerns with the current levels of TTHM, the quality, taste and smell of the water, projected operating costs, the lifespan of filters and their hopes that this will be a definite solution to correcting problems within the water system.

ADOPTION OF RESOLUTION 2019-06 AND APPROVING LETTER OF CONDITIONS

Attorney Floyd read Resolution 2019-06 in its entirety:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF APALACHICOLA AUTHORIZING AND PROVIDING FOR THE INCURRENCE OF INDEBTEDNESS FOR THE PURPOSE OF PROVIDING A PORTION OF THE COST OF ACQUIRING, CONSTRUCTING, ENLARGING, AND/OR EXTENDING ITS FACILITY TO SERVE AN AREA LAWFULLY WITHIN ITS JURISDICTION TO SERVE.

Commissioner Brenda Ash made a motion to approve Resolution 2019-06, authorizing and providing for the Incurrence of Indebtedness for the purpose of providing a portion of the cost of acquiring, constructing, enlarging, and/or extending its facility to serve an area lawfully within its jurisdiction to serve. Commissioner Anita Grove seconded and the motion carried 5-0.

Commissioner Anita Grove made a motion to approve the Letter of Conditions from USDA for a Rural Development Grant in the amount of \$1,230,730 and a Loan in the amount of \$474,000 for Water System Improvements. Commissioner Jimmy Elliott seconded and the motion carried 5-0.

Commissioner Jimmy Elliott made a motion to authorize Mayor Johnson to execute the necessary documents. Commissioner Anita Grove seconded and the motion carried 5-0.

Mayor Johnson expressed his sincere thanks to Augusta West for all the hard work in preparing the USDA Rural Development Grant.

ADJOURNMENT

Meeting adjourned at 6:10 P.M.

---

Van W. Johnson, Sr., Mayor

---

Deborah Guillotte, City Clerk

**CITY OF APALACHICOLA**  
**PLANNING & ZONING BOARD**  
**REGULAR MEETING**  
**MONDAY, MARCH 11<sup>TH</sup>, 2019**  
**Community Center/City Hall – 1 Bay Avenue**  
**AGENDA MINUTES**

**Workshop – 5:00 P.M**

**Workshop Attendance:**

**Chairperson – Tom Daly, Jim Bachrach, Geoff Hewell, Uta Hardy, Joe Taylor, City Planner  
- Cindy Clark**

Proposed Comp Plan GOPS addressing Coastal Vulnerability - Discussion held

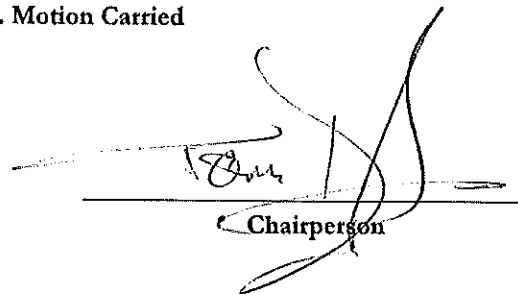
**Regular Meeting – 6:00 P.M.**

**Attendance:**

**Chairperson – Tom Daly, Jim Bachrach, Geoff Hewell, Uta Hardy, Joe Taylor, City Planner  
– Cindy Clark, Permitting & Development Coordinator – Cortni Bankston**

- 1) Approval of February 11<sup>th</sup>, 2019 Regular Meeting Minutes. Motion to approve: Jim Bachrach, 2<sup>nd</sup>: Geoff Hewell. Motion Carried.
  
- 2) Review, Discussion and Decision for Renovation, Demolition, & Construction (Historic District)(R-1) @ 173 Avenue B, Block 56, Lot(s) 1 thru 3, For – Deidre Sheer Gross, Contractor – Ulrich Construction. Motion to approve: Jim Bachrach, 2<sup>nd</sup>: Geoff Hewell. Vote 4 to 1 Opposed: Uta Hardy. Motion Carried.

.Motion to Adjourn: Jim Bachrach, 2<sup>nd</sup>: Geoff Hewell. Motion Carried

  
\_\_\_\_\_  
Chairperson



**APALACHICOLA CITY COMMISSION  
REQUEST FOR BOARD ACTION  
Meeting Date: May 7, 2019**

**SUBJECT:** Grant Submittal Approval – Achieving Resilience Through Hazard Mitigation

**AGENDA INFORMATION:**

**Agenda Location:** Consent  
**Item Number:** C  
**Department:** Planning and Zoning  
**Contact:** Cindy Clark, City Planner and Ron Nalley, City Manager  
**Presenter:** Cindy Clark, City Planner

**BRIEF SUMMARY:** There is a grant opportunity through NOAA’s Northern Gulf of Mexico Sentinel Site Cooperative for flooding resilience project ideas. City planning staff has written a \$60,000 grant proposal that would fund the prioritization, study and recommended mitigation measures to floodproof and/or elevate city-owned and historically-important structures identified as either repetitively flood-damaged or vulnerable to storm surge flooding based on FEMA documentation and the City of Apalachicola’s 2017 Vulnerability Analysis. The project would include a public information campaign to increase awareness of future risks and suggested options for mitigation of all public and private existing vulnerable structures and planning for future development within risk areas. The City proposes to work with nationally-recognized consultants in structure elevation and mitigation, a historic preservation expert, as well as local partners including the Apalachicola National Estuarine Research Reserve. The end result of this grant will be non-structural recommendations for elevating or floodproofing of specific historic buildings owned by the City. That information will then be used to secure FEMA Hazard Mitigation funding to complete the work. A 39% match is required, but can be made up using in-kind resources, which is proposed in the grant document.

**RECOMMENDED MOTION AND REQUESTED ACTIONS:** To Approve Submittal of a Grant Proposal to NOAA’s Northern Gulf of Mexico Sentinel Site Cooperative on behalf of the City of Apalachicola.

**FUNDING SOURCE:** NOAA’s Northern Gulf of Mexico Sentinel Site Cooperative Grant

**ATTACHMENTS:** Proposed Grant Project Description and Budget

**STAFF’S COMMENTS AND RECOMMENDATIONS:** The potential vulnerability and economic impact to the town’s critical facilities, infrastructure, property, and historic buildings is alarming. The Vulnerability Analysis model results indicate a high inundation scenario that could impact more than 116 acres or 11% of the entire City. This grant proposal continues the important work of educating, prioritizing, studying and recommending mitigation measures to floodproof and/or elevate publicly-owned economically and historically important structures.



Apalachicola, Florida

## **Achieving Resilience Through Hazard Mitigation**

*Applying Mitigation Measures to Apalachicola's Vulnerable  
Historic and Economically Significant Resources*

City of Apalachicola  
192 Coach Wagoner Boulevard  
Apalachicola, Florida 32320  
850-653-8222

Contract Manager:  
Ron Nalley, City Manager  
[rnalley@cityofapalachicola.com](mailto:rnalley@cityofapalachicola.com)

# **City of Apalachicola**

## **Achieving Resilience Through Hazard Mitigation**

### *Applying Mitigation Measures to Apalachicola's Vulnerable Historic and Economically Significant Resources*

#### **PROJECT DESCRIPTION**

The Apalachicola Resilience Through Mitigation Project would fund the prioritization, study and recommended mitigation measures to floodproof and/or elevate publicly-owned economically and historically-important structures identified as either repetitively flood-damaged or vulnerable to storm surge flooding based on FEMA documentation and the City of Apalachicola's 2017 Vulnerability Analysis. The project would include a public information campaign to increase awareness of future risks to all structures identified in Vulnerable Risk Areas and suggest options for mitigation of existing vulnerable structures and planning for future development within risk areas.

This is a two-phase project. The first phase will identify and prioritize vulnerable publicly-owned structures in the storm surge area based on repetitive damage records or proximity to direct flood conditions. Included in that phase will be an analysis of prioritized structures and the preparation of a preliminary budget for either elevating or dry floodproofing of the identified structures. Consideration of critical infrastructure, historic importance and economic viability of structures will be important elements in the prioritization.

During the first phase, the consultants, in cooperation with the Apalachicola National Estuarine Research Reserve will conduct a workshop for city officials, business and property owners. The workshop will provide information about the various techniques associated with, and the process for using nonstructural mitigation to reduce future flood damage and increase community resiliency to flooding. The nonstructural and historic preservation consultants will conduct site assessments for determining the most effective and efficient nonstructural technique for implementation in addition to estimating budget numbers and scope of work for the projects. This budget tool will benefit the community grant writing process for the identified buildings.

The second phase of the project would involve the funding and the implementation of flood mitigation measures for the identified structures in the City's downtown district.

The City is requesting \$60,000 in funding from the Northern Gulf of Mexico Resilience for assistance just for the first phase of the project.

The City of Apalachicola proposes to work with a nationally-recognized consultants in structure elevation and mitigation, a historic preservation expert as well as local partners including the Apalachicola MainStreet and the Apalachicola National Estuarine Research Reserve.

#### **BACKGROUND - DOCUMENTING APALACHICOLA'S VULNERABILITY TO SEA LEVEL RISE**

The City of Apalachicola covers approximately two square miles (approximately 1050 acres) with approximately 20,000 linear feet of shoreline. The City is bound on the east by the Apalachicola River, on the south by Apalachicola Bay, on the north by Scipio Creek, and the west by rural development and undeveloped forest land. Elevations within the City generally range between 0 and 16 feet with the lower elevations encompassing the City's downtown commercial district which is entirely located within FEMA's Area of Special Flood Hazard (rated A & V zones). According to the FEMA NFIP program, Apalachicola has three repetitive damaged structures along the coastal waterfront.

Flood events are increasing in severity and frequency in recent years creating larger numbers of flood losses than in the past. This fact has resulted in the National Flood Insurance Program - NFIP rapidly raising the flood insurance premium rates to reflect actual risk. These actual risk rates are due to be in place seven years from now. Apalachicola will need to have as many of their older and historic non-flood map elevation compliant

buildings flood mitigated by then to lessen the impacts of this new financial pressure on real estate and the building owners.

In 2017, The City completed a Vulnerability Analysis for the purpose of determining the extent of the City's vulnerability to storm surge and sea level rise using model datasets from the National Oceanic and Atmospheric Administration (NOAA). The City imported the NOAA model datasets (1-6 foot increments) into the City's Geographic Information System (GIS) as layers to show potential impacts of sea level rise on parcel inundation as well as identify areas of impact to critical infrastructure, roads, historic resources, property value and potential economic impact.

The results illustrated the alarming vulnerability of the town's critical facilities, infrastructure, property and historic buildings that house commercial businesses critical to the town's economy. The model results indicated that a high inundation scenario could impact more than 116 acres or 11% of the entire City.

Along the downtown commercial district, inundation levels would potentially impact all pre-FIRM commercial construction including several dozen historic resources. The alarming scenario predicts post-FIRM structures may even be impacted from the inundation with expanded impacts stretching five blocks inland into the City's historic residential district.

*Vulnerable Historic Resources, Critical Infrastructure and Public Properties* - There are 39 historic properties projected to be impacted within the high inundation area. Many of these resources date back to the mid 1800s when Apalachicola was originally chartered. Many are iconic brick warehouses that hearken back to the pre-Civil War lumber industry. Many of the beautiful wood-frame historic homes located in the residential high inundation zone predate the Federal Insurance program by more than 100 years. The publicly and privately-owned historic structures are critical to the economic viability of the community in that they are used as businesses that support the economy of the town.

According to the vulnerability study, more than 33 acres of roadway in the City, including the entire downtown and Highway 98 - the city's only evacuation route - will be impacted. City Hall is the only City critical infrastructure building located within the high inundation model area. That facility was substantially flooded during the October 10, 2018 Hurricane Michael and City services have since been relocated to another facility outside the flood zone. Public properties will be significantly affected. There are more than 80 publicly-owned properties in the City. Fifty four parcels belong to the City of Apalachicola, 11 belong to Franklin County and 18 are owned by either state or other public organizations. A substantial number of the publicly owned parcels in the City are located within the high model inundation zone.

*Financial and Economic Impacts* The total assessed value of property in the downtown commercial district is approximately \$40 million. Property owners within the downtown commercial district support the majority of the City's economic engine through tourism-related businesses including accommodations, restaurants and retail. The area's proximity to the riverfront make it a vulnerable flood-prone area and most of the district is located with FEMA's Flood Insurance Rate Map rated AE and V zones. Strict building code requirements within flood-prone areas and high flood insurance premiums increase the cost of development within these areas and make development an economic challenge.

It is ironic that the most vulnerable area of the City is also the most economically valuable to the City. A growing trend towards tourism statewide has trickled down to Apalachicola and created a pent-up demand for tourism-related businesses in the downtown riverfront district. Considered in its infancy, the short term vacation rental industry is already a \$5.6 million industry in Apalachicola. There are currently an estimated 225 accommodation units in the City's commercial district - representing about 20% of the County's lodging supply. Economic research modeling from the Apalachee Regional Planning Council estimate Apalachicola's retail, food service and accommodations combined to soon represent a \$6.5 million industry.

The tremendous economic importance of the downtown flood-vulnerable district makes it imperative that the City leaders seek alternative mitigation measures to protect and preserve the vulnerable buildings that support that economic engine.

*Cultural Impacts* The cultural impacts of coastal vulnerability are directly connected to the economic impacts. Owners of many of the traditional waterfront uses such as seafood processing and water-dependent businesses are no longer able to afford the economic burden of insurance and increased development costs. Many traditional seafood processing plants have been shuttered and replaced with more profitable tourism-based development with new owners that are able to afford the higher costs associated with coastal development. The impacts of projected models could result in a further loss of the traditional water-dependent maritime and seafood related businesses.

#### **HOW THIS PROJECT WILL HELP ADDRESS VULNERABILITY TO SEA-LEVEL RISE**

Funding of this project will help Apalachicola take the next step in its efforts to help make the City resilient to future sea level rise and increasing threats from coastal flooding. This project will address vulnerability by collecting mitigation information for targeted vulnerable structures and by providing information and resources to individual property owners interested in pursuing individual mitigation efforts through the FEMA Hazard Mitigation funding program.

## Appendix - Budget Summary

### City of Apalachicola Resilience Through Vulnerable Structure Mitigation Budget Summary

<b>Total Project Amount:</b>	<b>\$83,520</b>
<b>Total Direct and In-kind Match:</b>	<b><u>-\$23,520</u></b>
<b>Total Grant Request:</b>	<b>\$60,000</b>

#### 1. Staff Administration- \$5,000

Administrative staff will coordinate grant procurement, track subcontractor work, workshop scheduling, maintain deliverable schedule and coordinate deliverable completion and payment to subcontractors.

#### 2. Funding for Project Contractors - \$55,000

##### A. Hazard Mitigation Team - \$30,000

The City will contract with a professional hazard mitigation team to assess and prepare site specific analysis on identified vulnerable structures with non-structural recommendations and budget information for either elevation and/or floodproofing.

##### B. Historic Preservation Architect - \$10,000

The City will contract with a historic preservation expert with architectural and/or structural expertise to work with hazard mitigation team to provide consultation on best recommended strategies for hazard mitigation of historic properties.

##### C. Contract Planning/Design Consultant - \$15,000

The City will contract with a planning consultant to provide local land development regulation expertise on land development regulations applicable to site specific applications of recommended mitigation strategies and to compile recommendations into a professionally produced document suitable for use in seeking actual construction funding. This subcontract will be responsible for the professional design, production and printing of Project Report and pay for the web-related tasks required to make the report ADA compliant for screen-reader accessibility for the City's website [www.Cityofapalachicola.com](http://www.Cityofapalachicola.com).

#### Matching In-kind and Direct Funding \$23,520

1. Match (inkind) - Professional consultation/architectural review: \$10,000
2. Match (inkind)- Professional Materials Design: 2,500
3. Match (inkind) - Website Page Design and Upload: \$2,500
4. Match (inkind) Staff (1 staff administrative staff with total annual salary of \$35,000. Estimated time: 270 hours x \$18.5 = \$5,000)
5. Match (Direct) Travel: \$3,250

Total Match: \$23,520

**APALACHICOLA CITY COMMISSION**  
**REQUEST FOR BOARD ACTION**  
**Meeting Date: May 7, 2019**

**SUBJECT:** Grant Submittal Approval – Apalachicola Area Historical Society – Florida Division of Historic Resources Grant

**AGENDA INFORMATION:**

**Agenda Location:** Consent  
**Item Number:** D  
**Department:** Administration  
**Contact:** Caty Greene, President Apalachicola Area Historical Society  
**Presenter:** Caty Greene, President Apalachicola Area Historical Society

**BRIEF SUMMARY:** This application is being prepared for the Florida Division of Historic Resources Grant. The purpose of the \$200,000 grant is to cover deferred maintenance and repair costs to the Raney House. Last year, the City Commission adopted a similar Resolution, supporting the grants submittal and the partnership with the Apalachicola Area Historical Society to renovate the historic Raney House.

**RECOMMENDED MOTION AND REQUESTED ACTIONS:** To Adopt Resolution 2019-08 Supporting the Grant Application not to Exceed \$200,000 to the Florida Division of Historic Resources for the Renovation of the Raney House.

**FUNDING SOURCE:** Grant Funds – Grant Match will be Provided by the Apalachicola Area Historical Society

**ATTACHMENTS:** Resolution 2019-08

**STAFF'S COMMENTS AND RECOMMENDATIONS:** A similar Resolution was adopted by the Commission last year supporting the grant application.

**CITY OF APALACHICOLA  
RESOLUTION 2019-08**

**A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF APALACHICOLA, FLORIDA  
SUPPORTING THE GRANT APPLICATION NOT TO EXCEED \$200,000 TO FLORIDA DIVISION OF  
HISTORIC RESOURCES FOR THE RENOVATION OF THE RANEY HOUSE.**

**WHEREAS**, the City of Apalachicola owns the land and building commonly referred to as the Historic Raney House located at 128 Market Street, valued at \$173,629 pursuant to the official records of the Franklin County Property Appraiser, and

**WHEREAS**, with assistance and in partnership with the Apalachicola Area Historical Society, the Raney House Museum is located and operated within the Raney House, and

**WHEREAS**, the Raney House is in need of renovation to assure the structural integrity of the building to assure future generations have the opportunity to benefit from the historical education and economic impact of the Raney House Museum, and

**WHEREAS**, the City of Apalachicola and Apalachicola Area Historical Society desires to and approves the submittal of an application to the Florida Division of Historic Resources under the special category grant program to request funds for these renovations to the Raney House, and

**WHEREAS**, there is a need for grant cash match funds, which has been graciously committed by the Apalachicola Area Historical Society.

**NOW THEREFORE BE IT RESOLVED** by the City Commission of the City of Apalachicola that the City Commission supports this grant application not to exceed \$200,000 to the Florida Division of Historic Resources and also supports a partnership with the Apalachicola Area Historical Society to renovate the 1838 Raney House for the citizens of Apalachicola.

**ADOPTED**, this 7th day of May, 2019 by the City Commission of the City of Apalachicola.

**FOR THE CITY COMMISSION OF THE  
CITY OF APALACHICOLA**

---

Van W. Johnson, Sr., Mayor

**ATTEST:**

---

Deborah Guillotte, City Clerk



**APALACHICOLA CITY COMMISSION  
REQUEST FOR BOARD ACTION  
Meeting Date: May 7, 2019**

**SUBJECT:** Ordinance 2019-04 Amending Article 17 – Elections of the City of Apalachicola Charter

**AGENDA INFORMATION:**

**Agenda Location:** Unfinished  
**Item Number:** B  
**Department:** Administration  
**Contact:** Heather C. Riley, Franklin County Supervisor of Elections  
Ron Nalley, City Manager  
**Presenter:** Ron Nalley, City Manager

**BRIEF SUMMARY:** At the February Commission meeting, Franklin County Supervisor of Elections Heather C. Riley presented information to the City Commission regarding a proposal to move Apalachicola’s municipal elections to the first Tuesday in November in even-numbered years to coincide with the State of Florida General Elections. The proposal is similar to a proposal approved recently by the City of Carrabelle. It is estimated that this change will save the City five to six thousand dollars a year and increase voter turnout. Following the presentation, the City Commission requested that the City Manager work with Supervisor Riley to present options for making such a change to the Commission. At the March meeting, the City Attorney and City Manager reported that additional legal work was needed to determine if the other suggested changes updating Article 17 can be made by Ordinance or if they would require being made through a Referendum. Following that research, it was determined that a Referendum would be needed to make all the changes to the Charter suggested in the proposed Ordinance. A revised Ordinance pursuant to Florida Statutes Section 100.3605 and 166.021(4) where the governing body of a municipality may by Ordinance change the dates for election of members of the governing body of the municipality and provide for the orderly transition of office resulting from such date changes is being presented to the Commission for their consideration.

**RECOMMENDED MOTION AND REQUESTED ACTIONS:** To Approve the First Reading of Ordinance 2019-04 Amending Article 17 – Elections of the City of Apalachicola Charter and Proceed with the Adoption Process.

**FUNDING SOURCE:** Election Expense – Governing Body

**ATTACHMENTS:** Ordinance 2019-04

**STAFF’S COMMENTS AND RECOMMENDATIONS:** Clearly the Florida Statutes allow adoption of Ordinances to change municipal election dates, qualifying periods for candidates and for the adjustment of terms of office necessitated by such date changes in a City Charter. If the Commission decides to move forward, the City Attorney and I are recommending that this area be changed now by Ordinance and that the remainder of the updates to Article 17 to conform to the Florida Election Code be made by Referendum at a later date.

**CITY OF APALACHICOLA, FLORIDA  
ORDINANCE NO. 2019-04**

**AN ORDINANCE OF THE CITY OF APALACHICOLA, FLORIDA PROVIDING FOR AN AMENDMENT TO ARTICLE 17 OF THE CHARTER OF THE CITY OF APALACHICOLA, FLORIDA; CHANGING THE YEAR AND MONTH OF ELECTION FOR THE MAYOR AND CITY COMMISSION FROM SEPTEMBER OF EACH ODD-NUMBERED YEAR TO NOVEMBER OF EACH EVEN-NUMBERED YEAR; PROVIDING FOR EXTENSION OF THE TERMS OF SITTING COMMISSIONERS IN ORDER TO MAKE AN ORDERLY TRANSITION; PROVIDING FOR THE REPEAL OF ANY ORDINANCE OR PARTS THEREFROM IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Franklin County Board of Elections approached the City of Apalachicola about conducting its elections in November to coincide with the County, State and National election dates; and

**WHEREAS**, the City of Apalachicola could realize cost savings by conducting its elections in November on even numbered years in order to coincide with the County, State and National election dates; and

**WHEREAS**, moving the City election date to coincide with County, State and National election dates is anticipated to increase voter participation; and

**WHEREAS**, Article 17, of the City Charter states that the biannual election of offices for the City shall be held on the first Tuesday after the first Monday in September of odd-numbered years; and

**WHEREAS**, the City Commission deems it appropriate to change the month of the elections from September of odd-numbered years to November of even-numbered years in order to coincide with other Local, State and National elections; and

**WHEREAS**, pursuant to Florida Statutes Section 100.3605 and 166.021(4) the governing body of a municipality may by Ordinance change the dates for election of members of the governing body of the municipality and provide for the orderly transition of office resulting from such date changes.

**NOW THEREFORE BE IT ENACTED BY THE PEOPLE OF THE CITY OF APALACHICOLA, FLORIDA, THE FOLLOWING ORDINANCE PROVISIONS REGARDING ARTICLE 17 OF THE CHARTER FOR THE CITY OF APALACHICOLA:**

**Section 1. Adoption of Representations.**

The foregoing Whereas clauses are hereby ratified and confirmed as being true and the same are hereby made part of this Ordinance.

**Section 2. Approval.**

The City Commission hereby amends Article 17 of the City Charter as follows:

**Section 140. Elections.**

The first municipal election under this Act shall be held on the first Tuesday after the first Monday in September of the year 1947, and the regular municipal elections shall be held annually thereafter on the first Tuesday after the first Monday in ~~September of each odd-numbered year~~ November of each even-numbered year. No person shall be allowed to vote at any election for the purpose of electing a Mayor or Commissioners of the City Commission for said City, who is not a qualified voter under the State

law, and who has not resided in the City of Apalachicola for six months next preceding such an election, and who has not registered as a voter of said City in such manner as may be prescribed by ordinance. The City Commission shall, by ordinance prescribe the method and manner of holding all elections in said City, and shall provide when and how special elections shall be called and held, which may not be provided for by the terms of this Act, and all elections shall be conducted substantially on the principles adopted for State elections insofar as there is no conflict with the terms of this Act; that the City Commission may by ordinance prescribe the method, manner and conduct of all elections of said City not in conflict with this Act.

**Section 3. Extension of Terms of Office for Current Mayor and Commissioners.**

The terms of office for the sitting Mayor and Commissioners are hereby extended through 2020 and 2022 as necessary to provide for an orderly transition to the election dates set forth herein.

**Section 4. Conflict.**

All Ordinances or Code provisions in conflict herewith are hereby repealed.

**Section 5. Severability.**

If any section, sentence, clause, phrase or provision of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining provisions of this Ordinance.

**Section 6. Effective Date.**

This Ordinance shall take effect immediately upon adoption by the City of Apalachicola, Florida.

**CITY OF APALACHICOLA**

**BY:** \_\_\_\_\_  
Van W. Johnson, Sr., Mayor

**ATTEST:**

\_\_\_\_\_  
Deborah Guillotte  
City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
J. Patrick Floyd  
City Attorney

**APALACHICOLA CITY COMMISSION  
REQUEST FOR BOARD ACTION  
Meeting Date: May 7, 2019**

**SUBJECT:** Resolution 2019-07 Providing for the Adoption of the Rules of Procedure for the Apalachicola City Commission

**AGENDA INFORMATION:**

**Agenda Location:** Unfinished Business  
**Item Number:** C  
**Department:** Administration  
**Contact:** Ron Nalley, City Manager  
**Presenter:** Ron Nalley, City Manager

**BRIEF SUMMARY:** Following a discussion of parliamentary procedure, public comment periods and rules of procedure at a Community Redevelopment Agency Board meeting, Commissioner Grove requested that the City Commission have an opportunity to discuss this same matter. At their February meeting, the City Commission held discussion on creating their own Rules of Procedure and requested that the City Manager prepare a draft Rules of Procedure document for the Commission's review and consideration. The Commission reviewed the draft Rules of Procedure at their March meeting and again during their Board Retreat on March 23<sup>rd</sup>. Revisions to the Rules of Procedure were made based on comments at those meetings and are being presented back to the Commission for their consideration.

**RECOMMENDED MOTION AND REQUESTED ACTIONS:** To Adopt Resolution 2019-07 Providing for the Adoption of the Rules of Procedure for the Apalachicola City Commission.

**FUNDING SOURCE:** Not Applicable

**ATTACHMENTS:** Resolution 2019-07 Providing for the Adoption of the Rules of Procedure for the Apalachicola City Commission and the Rules of Procedure (Exhibit A) dated May 7, 2019.

**STAFF'S COMMENTS AND RECOMMENDATIONS:** The City of Apalachicola Charter states that, "the Commission shall determine its own rules and order of business and shall keep a journal of its proceedings." Cities in Florida have a lot of discretion in determining how to conduct their business and each Board must therefore fashion rules of procedure that will meet its own particular needs. A revision to the Rules of Procedure is presented for your review and approval. In keeping with comments made at the Board Retreat, an addition was made under "Parliamentary Procedure" at the beginning of the document and a deletion was made under Rule 6 (b) concerning voting when not physically present at a meeting.

Exhibit "A"

**RULES OF PROCEDURE  
FOR THE CITY COMMISSION  
OF THE CITY OF APALACHICOLA**

**EFFECTIVE MAY 7, 2019**

The City of Apalachicola Charter allows the City Council to adopt procedural guidelines for City Council meetings to the extent they do not conflict with local or state law. The following Rules of Procedure will provide more detailed guidelines for the conduct of efficient and orderly meetings.

**PARLIAMENTARY PROCEDURE**

Robert's Rules of Order will serve as a guide for parliamentary procedures in the conduct of all City Commission meetings. Any exceptions noted in these rules or by Resolution of the Commission shall take precedence. A violation of parliamentary procedure shall not call into question the validity of any decision or action of the Commission so long as the requirements of State law and the City Charter have been met and the intent of the Commission is clear from the minutes of the proceedings.

**RULES OF CIVILITY**

The City of Apalachicola encourages citizen participation in the democratic process and recognizes and protects the right of freedom of speech afforded to all. As the City Commission conducts the business of the City, rules of civility shall apply. City Commission members, City officials, and members of the public are to respectfully communicate according to the City Commission's Rules of Procedure. Persons shall speak only when recognized by the Presiding Officer and, at that time, refrain from engaging in personal attacks or derogatory or offensive language. Comments from citizens being made at a time other than during the period titled "Public Comments" should be focused on the issue at hand. Outbursts will not be tolerated and those who do not conduct themselves in a respectful and lawful manner shall be subject to removal as outlined in the City Commission's Rules of Procedure. It shall be the responsibility of each individual to demonstrate civility.

**PREFACE**

The City of Apalachicola conducts municipal government, performs municipal functions, and renders municipal services and exercises any power for municipal purposes according to the City Charter, except as otherwise provided for by law. Any conflict or need for clarification arising out of the following Rules of Procedure shall be resolved, where applicable, by provisions of the City Charter which shall prevail, except as otherwise provided for by law. Any Amendments to the City Charter which may require revisions to the Rules of Procedure shall be administratively prepared by the City Clerk and adopted by the City Commission.

These Rules of Procedure are adopted by the City Commission to guide the City Commission through its primary operations and functions. They are designed to provide the structure needed to conduct City business while also maintaining the flexibility needed to efficiently and effectively carry out the public business as circumstances may dictate.

The Government in the Sunshine Act, also known as the Sunshine Law, provides a right of access to governmental proceedings of public boards or commissions at both the state and local levels. The law is equally applicable to elected and appointed boards, and applies to any gathering of two or more

## Exhibit "A"

members of the same board to discuss some matter which will foreseeably come before that board for action. Members-elect to such boards or commissions are also subject to the Sunshine Law, even though they have not yet taken office. There are three basic requirements of s. 286.011, F.S.: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and (3) minutes of the meetings must be taken and promptly recorded.

### **RULE 1 MEETINGS**

All City Commission meetings shall be held in the Community Center, 1 Bay Avenue, Apalachicola, Florida, unless advertised otherwise, and shall be open to the public. In case of emergency, the Mayor may designate an appropriate meeting place for a meeting open to the public. Robert's Rules of Order, as revised, so long as they do not conflict with Ordinances, Statutes, these Rules, or the Apalachicola Charter, shall be used as a guide in conducting City Commission meetings.

### **RULE 2 REGULAR MEETINGS**

As noted in City Charter Section 17, the City Commission shall hold regular meetings on the first Tuesday after the first Monday of each month commencing at 6:00 p.m. From time to time, regular meetings may be adjusted by Resolution of the City Commission to accommodate a holiday schedule. Meetings shall also be rescheduled to accommodate Elections as scheduled by the Franklin County Supervisor of Elections. The news media shall be notified and appropriate notice shall be posted at City Hall and on the City's website.

### **RULE 3 SPECIAL MEETINGS**

The Mayor, or in the Mayor's absence, the Mayor Pro-Tem, two (2) or more Commission members, or the City Manager, may call or schedule a Special Meeting of the City Commission. A minimum of six (6) hours' notice shall be given to all City Commission members for all Special City Commission Meetings. Notice of the call of such Special Meetings shall be by majority agreement of the City Commission, or in writing, signed by the party or parties making the call, and shall be served on every member, either by notifying the member in person, by telephone, electronic media, or by leaving a copy of said notice at the member's legal residence. The news media, the City Attorney, the City Clerk, the City Manager, and affected Department Heads shall also be notified. The notice shall state the business to be transacted at such meeting and no other business than that so specified shall be transacted. Only matters on the agenda or matters of an emergency nature may be acted upon by the Commission. Justification of emergency action shall be noted in the minutes of the meeting. Notice shall be posted at City Hall.

### **RULE 4 EMERGENCY MEETINGS**

The Mayor, or in the Mayor's absence, the Mayor Pro-Tem, two (2) or more Commission members, or the City Manager, may call an Emergency Meeting of the City Council upon not less than six (6) hours' notice to every City Commission member. Notice of the call of such Emergency Meetings shall be in writing, signed by the party or parties making the call, and shall be served on every member, either by notifying the member in person, by telephone, electronic media, or by leaving a copy of said notice at the member's legal residence. The news media, the City Attorney, the City Clerk, the City Manager, and affected Department Heads shall also be notified. The notice shall state the business to be transacted at such meeting and no other business than that so specified shall be transacted. Notice shall be posted at City Hall. If there is no longer a need for an Emergency Meeting, the entity that called the meeting is authorized to cancel such meeting.

## Exhibit "A"

### **RULE 5      WORKSHOPS**

A workshop may be called orally or in writing by the Mayor, any two (2) or more City Commission members, or the City Manager. The City Commission can initiate workshops, also known as Special Meetings, that are public meetings to improve communication, to gain information, or to create a stronger working relationship among the elected officials of the general city government. Public attendance is encouraged. Notice shall be posted at City Hall.

### **RULE 6      QUORUM AND ATTENDANCE**

- (a) A Quorum of the City Commission for the transaction of any business shall consist of three (3) members, but a lesser number may adjourn from time to time until a quorum is present. Once a quorum has been established, a majority of the City Commission present at the meeting shall be required to carry a motion, unless, by Statute, Ordinance, or other regulation, an extraordinary majority (4/5ths) of the City Commission is required for approval. Absence from four consecutive regular meetings of the Commission shall operate to vacate the seat of a member, unless such absence is excused by the Commission by Resolution. As stated in City Charter Section 20, "The affirmative vote of three members shall be necessary to adopt any ordinance or resolution, and the passage of all ordinances and resolutions shall be taken by the "yeas" and "nays" and entered upon the journal."
- (b) City Commission members may participate ~~in and vote~~ at all regular, special, or emergency meetings of the City Commission by use of electronic media in those instances where the member is temporarily deployed, reassigned, activated, or transferred by any branch of the United States Military or the Florida National Guard for a period of longer than thirty (30) days. In addition, this policy shall cover any other situation resulting in the absence of the member due to illness, medical related issues of a non-incapacitation nature, or extraordinary circumstances related to their job or family emergencies causing them to be physically unable to attend a meeting. In all instances, participation by electronic media will only be allowed if a quorum is physically present at the site where the meeting is actually being held.
- (c) In addition to the City Commission members, City officials whose regular attendance shall be required at meetings of the City Commission are the: City Attorney, City Clerk, City Manager, or their designees, and City Department Directors as charged by the City Manager. The Chief of Police, or their representative, shall be present to provide security and assistance in maintaining order.

### **RULE 7      NEW COUNCIL MEMBERS**

The term of City Commission members elected to office shall commence on the first Tuesday following the first Monday in October following the general election. A swearing-in ceremony for the new City Commission members will be coordinated by the City Clerk. The City Clerk in conjunction with the City Manager will provide orientation materials.

Exhibit "A"

**RULE 8      ELECTION OF MAYOR PRO-TEM**

- (a) The election of Mayor Pro-Tem pursuant to Section 16 of the Charter shall occur at the first regular meeting following each regular municipal election at which newly elected Commissioners assume their duties of office.
- (b) In case of the absence or temporary disability of the Mayor, the Mayor Pro-Tem serves as the Presiding Officer during the absence. In case of the absence or temporary disability of the Mayor and Mayor Pro-Tem, an Acting Chair, elected from members of the City Council, serves during the continuance of the absences or disabilities.

**RULE 9      PRESIDING OFFICER**

- (a) The Mayor, or in the Mayor's absence the Mayor Pro-Tem shall preside over all meetings of the Commission. In the absence of the Mayor and Mayor Pro-Tem, at the hour fixed for any meeting, the City Manager shall call the City Council to order, whereupon a temporary Chair shall be elected by the members present. Upon arrival of the Mayor and Vice-Mayor, the temporary Chair shall relinquish the chair upon conclusion of the business immediately before the Commission.
- (b) The Presiding Officer shall be responsible for enforcing the Rules of Procedure and conducting meetings in a manner which preserves order and decorum, prevents attacks on personalities or the impugning of members' motives, and confine debate or comments to the question under discussion. The Mayor shall endeavor to conduct meetings in a fashion that draws balance between the informality and congeniality possible in a small community while also maintaining the decorum and formality necessary to conduct business in an orderly fashion.
- (c) The Presiding Officer shall take the Chair at the hour fixed for the meeting and call the members to order. The Presiding Officer shall state every question given before the Commission. The City Clerk will record the vote on all matters in which the recording of yeas and nays is required by law or with respect to which any member requests such recording. The Presiding Officer or City Clerk will announce the decision of the City Commission on all subjects and the Presiding Officer will decide on questions of order. Any member may appeal from the decision of the Presiding Officer, in which event a majority vote of the members present shall govern and conclusively determine the ruling appealed. No other business, except a motion to adjourn or to lay on the table, shall be in order until the question on appeal has been decided.
- (d) The Presiding Officer shall remain objective, consistent with Robert's Rules of Order. According to Robert's "Rule Against Chair's Participation in Debate," the Presiding Officer has, as an individual, the same rights in debate as any other member; but the impartiality required of the Chair in an assembly precludes exercising these rights while presiding. On certain occasions, the Presiding Officer may believe that a crucial factor relating to such a question has been overlooked and that their obligation as a member to call attention to the point outweighs their duty to preside at that time. If the Presiding Officer wishes to place a motion, the gavel must be relinquished.



### Exhibit "A"

Based upon these Rules of Procedure, the gavel will be relinquished in the following order:

1. Mayor Pro-Tem;
2. Other City Commission members based on seniority of tenure;
3. City Clerk/City Manager.

The "Rule Against Chair's Participation in Debate" further states that the Presiding Officer who relinquished the chair shall not return to it until the pending main question has been disposed of, since they have shown themselves, to be partisan as far as that particular matter is concerned. Unless a Presiding Officer is extremely sparing in leaving the chair to take part in debate, they may destroy members' confidence in the impartiality of their approach to the task of presiding.

Once a motion has been made and second received, the Presiding Officer shall hear comments from the other City Commission members. Following comments from the other City Commission members, the Presiding Officer shall be permitted to provide their input on the motion.

- (e) The Presiding Officer may declare the meeting adjourned at any time in the event of an emergency affecting the safety of those present.

### **RULE 10      CITY CLERK**

- (a) The City Clerk, or Deputy Clerk, serves as parliamentarian, and advises the Presiding Officer as to correct rules of procedure or questions of specific rule application. The City Clerk calls to the attention of the Presiding Officer any error in the proceedings that may affect the substantive rights of any City Commission member, or may otherwise do harm.
- (b) It shall be the duty of the City Clerk of the City Commission, in addition to other duties prescribed by law, to keep and preserve correct minutes of the proceedings of the City Commission. The minutes shall be a public record. Proposed substantive additions or corrections to proposed minutes, other than spelling and grammatical corrections, shall be furnished in writing to the City Clerk not less than twelve (12) hours prior to the meeting at which approval action is scheduled. The record of every meeting when approved and entered in the minutes shall be signed by the Presiding Officer at such meeting and attested by the City Clerk. The City Clerk shall prepare an Agenda for each regular meeting of the City Commission in the order of business and furnish a copy thereof to each member, the City Attorney, and the City Manager at least seventy-two (72) hours in advance of said meeting. All official meetings of the Commission shall be recorded on an automatic recording device by tape, record, or other device and permanently preserved in the official records of the City or until their destruction as specifically authorized by the State or City Commission.
- (c) Requests for copies of public records regarding a meeting of the City Commission shall be made through the Office of the City Clerk. The cost shall be in accordance with State law.

Exhibit "A"

**RULE 11**      **RULES OF DEBATE**

- (a) The Presiding Officer may move, second, and debate subject only to such limitation of debate as are enforced by these standing rules on all members and shall not be deprived of any of the rights and privileges as a member.
- (b) When a member desires to speak in debate on a subject open to debate, the member must address the Presiding Officer. When recognized by the Presiding Officer, the member may speak only on matters germane to the business or questions under debate.
- (c) A member, once recognized, shall not be interrupted while speaking unless the member is called to order for transgressing any rule of the City Commission or failing to maintain proper decorum. If a member is called to order while speaking, the member shall cease speaking until the questions of order is determined by the Presiding Officer.
- (d) After the decision on any question, it shall be in order only for a member voting on the prevailing side to move for reconsideration at the same meeting, but such motion may be seconded by the member. If a motion to reconsider is lost, it shall not be renewed again at the same meeting. A motion to reconsider may be laid on the table or postponed indefinitely, and the effect of such action in either case shall be to defeat the motion to reconsider and to prevent further consideration thereof.

**RULE 12**      **CONDUCT AND RESPONSIBILITY OF MEMBER**

- (a) Any member who is unable to attend a City Commission or other meeting due to sickness or for a duly authorized reason shall notify the City Clerk, who shall notify the Presiding Officer before the meeting.
- (b) No member present at any meeting of the City Commission shall leave the meeting without permission from the Presiding Officer.
- (c) While the City Commission is in session, the members shall preserve order and decorum. A member shall neither by conversation or otherwise delay or interrupt the proceedings or the peace of the City Commission, or disturb any member while speaking, or refuse to obey the Rules of Procedure of the City Commission or the Presiding Officer.
- (d) No member shall speak on any question, discuss any matter, interrupt another, or make a motion without first addressing the Presiding Officer and obtaining recognition.
- (e) No member shall be allowed to vote on any motion or measure, or gain the privilege of the floor, unless the member is at their designated seat.
- (f) Every member, in speaking on any matter, shall be confined to the question, shall not use unbecoming or abusive language, and shall avoid personalities.

#### Exhibit "A"

- (g) No member shall be permitted to explain his or her vote during a vote, but may do so during discussion and prior to the result of the vote being announced.
- (h) Every member who is present when a question is put, unless excluded by a conflict of interest, shall vote in the affirmative or negative.
- (i) Every member shall observe the Code of Ethics as set forth in the laws of the State of Florida and as required by the Charter or Ordinances of the City. Disclosure to the City Commission of a private interest, as required by the State law on ethics, shall be accomplished in the form as prescribed by the Commission of Ethics, State of Florida.
- (j) No member shall direct the City Manager to forward to another political subdivision or government agency communications on matters under consideration by the City Commission or its committees except where there is clear understanding of approval by the City Commission or in response to routine matters in consonance with the previous actions of the City Commission. Nothing precludes a member from initiating correspondence on City stationary over their own signature indicating the City Commission seat they currently hold. Nothing in this Rule is to be construed to limit or restrict the Mayor acting in his or her official capacity from coordinating with the City Manager in answering or responding to correspondence or communications relative to the business of the City.
- (k) Ex parte Communications – Oral or written communications (sometimes referred to as lobbying or information gathering) between a Commission Member and others, including staff, where there is a substantive discussion regarding a quasi-judicial decision by the City Commission. The exchanges must be disclosed by the City Commission member so the public may respond to such comments before a vote is taken.

#### **RULE 13      CONFLICT OF INTEREST**

No City Commission member shall vote in their official capacity on a matter which would inure to their special private gain or loss, or which the City Commission member knows would inure to the special gain or loss of any principal by whom they are retained, of the parent organization or subsidiary of a corporate principal by which they are retained, or a relative or of a business associate. The City Commission member in conflict shall announce such conflict before any discussion commences. They may participate in the discussion but may not vote. Within 15 days of following that City Commission meeting, they shall file with the City Clerk a Form 8B which describes the nature of their interest in the matter. The Form 8B shall be received by the City Clerk and incorporated into the minutes of the meeting.

#### **RULE 14      ORDINANCES**

An enacted Ordinance is a legislative act that prescribes general, uniform, and permanent rules of conduct relating to the corporate affairs of the City. City Commission action shall be taken by Ordinance when required by law, or to prescribe permanent rules of conduct which continue in force until repealed, or where such conduct is enforced by penalty. All Ordinances shall be introduced in writing, and scheduled for public hearing after advertisement.

#### Exhibit "A"

- (a) Any non-emergency Ordinances, with the exception of zoning Ordinances, shall be initiated by either a member of the City Commission, the City Attorney, or the City Manager. Each Ordinance shall be introduced in writing and shall embrace one (1) subject and matters properly connected therewith. The subject shall be clearly stated in the title. No Ordinance shall be revised or amended by reference to its title only. Ordinances to revise or amend shall set out in full the revised or amended act, section, or subsection or paragraph of a section or subsection. Rezoning Ordinances shall be scheduled on the City Commission Agenda following the required public hearing(s) before the Planning and Zoning Board and, once scheduled, the same procedure as outlined shall be followed unless State law provides otherwise.
- (b) Any Ordinance or Resolution prepared for consideration by the City Commission shall be reviewed by the City Attorney prior to introduction to the City Commission. Upon request by the Presiding Officer or any member, the City Attorney shall render an opinion to the City Commission concerning the legality of any Ordinance or Resolution pending before it. Every Ordinance and Resolution which amends prior Ordinances or Resolutions shall indicate words being deleted by strike-through, and shall include underlining of words being added to existing provisions.
- (c) In acting upon Ordinances, the Ordinance shall be introduced on first reading as to form only. The City Clerk shall then cause the Ordinance to be published in a newspaper of general circulation in the City, at least ten (10) days before the second reading, a notice of proposed enactment pursuant to and in compliance with Chapter 166, Florida Statutes. Prior to adoption, on second and final reading, a public hearing shall be held to enable citizens to comment on the proposed Ordinance. On second and final reading, an affirmative vote of the majority of the members present shall be necessary for the passage or adoption of the Ordinance.
- (d) The Council may, by two-thirds (2/3) vote of its membership, declare an Ordinance to be an emergency measure and pass such Ordinance without regard to any reading as required by the City Charter. Every emergency Ordinance, except emergency appropriations, shall automatically stand repealed as of the sixty-first (61st) day following the date on which it was adopted, but this shall not prevent reenactment of the Ordinance under regular procedures, or if the emergency still exists, in the manner specified in the City Charter. An emergency Ordinance may also be repealed by adoption of a repealing Ordinance in the same manner specified in the Charter for adoption of emergency Ordinances.
- (e) Whenever any Ordinance or Resolution has been introduced for the consideration of the City Commission, and the measure failed to be adopted or passed, such measure, unless substantially changed, shall not be introduced again until the lapse of at least three (3) months from the date of the City Commission meeting at which it failed adoption or passage.
- (f) If a Motion to pass an Ordinance fails, the Ordinance shall be considered lost.
- (g) Upon final passage, every Ordinance and Resolution shall be signed by the Presiding Officer of the Commission, attested by the City Clerk and approved as to form by the City Attorney.

## Exhibit "A"

### **RULE 15 RESOLUTIONS**

Generally, an enacted Resolution is an internal legislative act that is a formal statement of policy concerning matters of special or temporary character. City Commission action shall be taken by Resolution when required by law and in those instances where an expression of policy more formal than a motion is desired. All Resolutions shall be reduced to writing. A Resolution may be put to its final passage on the same day on which it is introduced.

### **RULE 16 MOTIONS**

An enacted Motion is a form of action taken by the City Commission to direct that a specific action be taken on behalf of the City. A Motion, once approved and entered into the record, is the equivalent of a Resolution in those instances where a Resolution is not required by law. All motions shall be made and seconded before debate.

- (a) A motion is to be worded in a concise, unambiguous, and complete form.
- (b) No speech is to be made in reference to a motion when it is introduced. There will be no debate until a motion has been seconded and, if requested by a City Commission member, the question stated by the Presiding Officer or the City Clerk.
- (c) When the question has been stated, it is before the City Commission and mover is entitled to the floor.
- (d) The order of procedure of motions shall be in accordance with Robert's Rules of Order.

### **RULE 17 WITHDRAWAL OF MOTIONS**

Any motion before the Commission may be withdrawn at any time prior to a vote being taken thereon by the Commissioner making such motion, upon agreement by the Commissioner seconding said motion to withdraw the second.

### **RULE 18 AMENDING OF MOTIONS**

At any time during discussion of a motion on the floor, a motion to amend said motion may be made. If the amending motion is seconded, the Commission shall at the conclusion of discussion, first vote on the amending motion and then upon the original motion in its amended form. An amending motion may be withdrawn in the same manner as set forth in Rule 17.

### **RULE 19 RECONSIDERATION**

A motion to reconsider shall be allowed at any time during a meeting, except when a motion on some other subject is pending. No motion to reconsider shall be made more than once on any subject at the same meeting. A motion to reconsider may be made:

- (a) At the same meeting during which an action was taken, provided that the motion to reconsider is made by a City Commission member of the prevailing side of the original motion.
- (b) At a subsequent meeting by any Commissioner.

## Exhibit "A"

Upon passage of a motion to reconsider, no substantive action on the matter may be taken at that meeting so that the public and media may be on notice of the matter to be reconsidered. The subject matter shall be scheduled at the next regular City Commission meeting for any action the City Commission deems advisable.

### **RULE 20 RESCINDING ACTION PREVIOUSLY TAKEN**

City Commission action may be rescinded by a four-fifths (4/5) vote. The motion may be made by any City Commission member after a motion to reconsider has been adopted by a majority vote.

### **RULE 21 PRIVILEGE OF THE FLOOR**

By permission of the Presiding Officer, the privilege of the floor shall be extended to a citizen or citizens to address the Commission on any matter pending before it or which needs the attention of the City Commission. At public hearings required by law or fixed by the City Commission, the Presiding Officer shall extend the floor to a reasonable number of proponents or opponents of the subject matter of the public hearing, and those filing written requests to be heard with the City Clerk shall be heard prior to other persons who appear at the hearing. Each person addressing the City Commission shall proceed to the place assigned for speaking, give his or her name and address in an audible tone of voice for the record and limit his or her address to three (3) minutes, unless a lesser time is fixed for all speakers by the Presiding Officer or further time is granted by the City Commission. The person may speak only to matters germane to City business or to questions under discussion. All remarks shall be addressed to the City Commission as a body and not to any member thereof. All questions of members shall be directed through the Presiding Officer.

### **RULE 22 PARLIAMENTARY AUTHORITY**

Robert's Rules of Order, so far as they are applicable or not in conflict with these standing rules, the Ordinances, or the Charter of the City, shall govern the proceedings of the City Commission.

### **RULE 23 SUSPENSION OF STANDING RULES**

Any standing rule contained herein may be temporarily suspended for special reasons by a vote of four-fifths (4/5) of all City Commission members unless such suspension would conflict with provisions of the Ordinances or the Charter of the City.

### **RULE 24 EFFECTS OF RULES**

No Ordinance, Resolution or action duly passed, adopted or taken by the City Commission shall be held to be invalid because of failure of the City Commission to comply with or abide by any one or more of the provisions of these standing rules if such Ordinance, Resolution or action would otherwise be valid under the Charter or Ordinances of the City or laws of this State but for such provisions of these standing rules alleged to have been violated or ignored.

### **RULE 25 INFORMAL CONSIDERATION OF MATTERS**

When, in the judgment of the Presiding Officer, it becomes necessary to give detailed consideration to a matter under conditions of freedom, approximating those of a Committee, the Presiding Officer may entertain a motion for the City Commission to consider the matter informally. When such a motion is made and properly seconded, the effect is to suspend the standing rule limiting the number of times a member can speak and inquire into matters of fact on the main questions and any amendments,

## Exhibit "A"

except that the member may not inquire a second time into questions of fact until other members have had an opportunity to do so.

While considering a question informally, the Council may, by four-fifths (4/5) vote, limit the number or length of speeches or in any other way limit or close discussion. Proceedings of the City Commission under informal consideration are recorded in the minutes of the meeting just as they would be if the considerations were under formal standing rules. Informal consideration ceases automatically as soon as the main question is disposed of. Informal consideration of a matter may also be ended before the main question is disposed of by a majority vote of the City Commission on a motion "that the regular standing Rules of Procedure be enforced."

Under the informal standing rules, members may obtain the floor after being recognized by the Presiding Officer.

### **RULE 26      PREPARATION OF AGENDAS**

The City Manager and City Clerk are responsible for the preparation of the Agenda. The Mayor or any City Commission member may place an item on the Agenda. The City Attorney, City Clerk, and City Manager may also place an item on the Agenda.

As general practice, all supporting documentation and Board Request Form must be provided to the City Manager for review or the item(s) may not be included on the Agenda.

- (a) The agenda will be in five (5) parts: Awards, Recognitions and Presentations; Reports and Communications; Public Hearings; Consent; and Business.
- (b) Deadline for items to be placed on the Agenda is no later than 12:00 noon on the Tuesday before the next meeting.
- (c) Content of items on the Consent Agenda shall be limited to routine items that do not need discussion, which may include but are not limited to such items as the Minutes, Resolutions, payment requests, and reports from committees, etc. During the reading of the Consent Agenda, any member may pull an item for separate discussion.
- (d) The City Manager or any Commission member may, in the event of an emergency, place items on the Agenda after the above deadline.
- (e) Commission members are encouraged to present their reports as Agenda items in order to provide the public and other Commission members prior notification of the report's subject matter.
- (f) Agendas and all necessary background materials will be delivered to the members no later than 5:00 p.m. on the Friday before the next meeting via notification by electronic mail. In the event an item must be placed on the Agenda after it has gone to the City Commission, a Supplemental Agenda will be issued no less than 24 hours prior to all meetings.

### Exhibit "A"

- (g) A request from a citizen to be placed on the Agenda shall be received in writing on the Board Request Form provided by the City Clerk no later than the close of business on the Monday of the week preceding the next regular City Commission meeting and include information and/or back-up documentation on the subject they want to discuss. If a citizen does not present an appropriate topic or information in writing, the citizen will not be placed on the Agenda but will be told that he or she can speak at the beginning of the City Commission meeting under Public Comment or have their Agenda item rescheduled to a future meeting.
- (h) Citizens who wish to address the City Commission on an item on the agenda shall complete a Speaker Card and give it to the City Clerk before the meeting starts. All persons, other than members of the City Commission or Staff, addressing the City Commission shall step up to the microphone and state his or her name and address prior to making his or her statements. The Mayor shall have the authority to waive such requirement in the event of apparent physical disability of the speaker.
- (i) The Agenda, as well as lengthy reports that are part of the Agenda documentation, shall be available for review online on the City's website, or in the Office of the City Clerk.

### **RULE 27      AGENDAS – ORDER OF BUSINESS**

The business of all regular meetings of the City Commission shall be transacted as follows; provided, however, that the Presiding Officer may, by simple majority voice vote or consensus of the City Commission, re-arrange items on the Agenda to more expeditiously conduct the business before the City Commission:

- (a) Invocation & Pledge of Allegiance to the Flag

The City Council may maintain a clergy or layperson rotational roster, which may be used to rotate among the local clergy or laypersons the presentation of the invocation at the regular or special meetings. The Presiding Officer shall lead the Pledge or delegate to another party.

- (b) Agenda Adoption

- (c) Awards, Recognitions and Presentations

Items under this section include Special Award Presentations, Proclamations, scheduled citizen or group presentations, and recognitions. Proclamations, Special Awards, and Letters of Honor shall be requested and processed through the Office of the City and shall be submitted on a form provided by the City Clerk.

- (d) City Council Reports and/or Correspondence

During this section, each City Commission member will have the opportunity to make comments or discuss any items of concern.

- (e) City Manager and City Attorney Reports and/or Correspondence



## Exhibit "A"

During this section, the City Manager and City Attorney will have the opportunity to make comments, provide updates, or discuss any items of concern.

### (f) Public Hearings

Public hearings shall be scheduled at regular meetings of the month unless otherwise determined by the City Commission or State Statute. The procedures followed for public hearings are generally as follows:

- (1) The City Manager, or their designee, should describe the Agenda item to be considered and provide the Staff recommendation. The Presiding Officer should then inquire as to whether any City Commission members have questions for the administration. After the City Commissioner's questions are answered, the Presiding Officer opens the public hearing and requests comments from the public. Generally, the petitioner or proponent for the issues in the Public Hearing is invited to address the City Commission first.
- (2) Following public comment (if any), the Presiding Officer closes the Public Hearing. Discussion and consideration of the matter will follow under "Unfinished Business" where a City Commission member may put forth a motion.

### (g) Public Comment

The City Commission recognizes the importance of protecting the rights of its citizens and taxpayers to express their opinions on the operation of City government and encourages citizen participation in the local government process. The City Commission also recognizes the necessity for conducting orderly and efficient meetings in order to complete City business in a timely and proper manner.

The purpose of the public comment portion of the meeting is to receive citizen input pertaining to matters over which the City Commission has jurisdiction or control. This period of time is for comments and not for questions directed to the City Commission or Staff for immediate answer or for debate. Questions directed to the City Commission may be referred to Staff to be answered within a reasonable period of time following the date of the meeting. The City Commission shall not take final action at the same meeting on items addressed under this section. Final action can only be taken if the City Commission waives its Rules of Procedures. The City Commission can direct Staff to place any item requiring final action on an upcoming City Commission Meeting or Workshop. The exceptions are items of an emergency nature so declared.

No citizen shall speak until duly recognized by the Presiding Officer, and they shall immediately cease speaking and relinquish the podium when requested by the Presiding Officer. After being recognized, the citizen shall:

- (a) Step up to the podium and give their name and address;
- (b) State the topic or position (for/against) of the item under discussion; and

## Exhibit "A"

- (c) Address all remarks and questions to the City Commission as a body, and not a member thereof, except through the Presiding Officer.

Five (5) minutes shall be allotted to each citizen who wishes to speak at this time, unless more time is granted by the Presiding Officer or City Commission. A citizen cannot yield time to another citizen.

NOTE: Citizens are encouraged to call the appropriate City department during regular business hours. If you have contacted the department and for some reason results were not satisfactory, please call the director of the department or the City Manager's office.

Employees of the City may address the City Commission on matters of public concern. Employee comments that address an active grievance/arbitration, employee appeal matter (all of which are covered in the Personnel Policies and Procedures Manual) or a personnel dispute will not be entertained as part of citizen comments. Employees will be advised of the appropriate forum and process for presenting or discussing such matters.

### (h) Consent Agenda

The Presiding Officer shall inquire if any City Commission member wishes to withdraw any items from the Consent Agenda. If any item is withdrawn by any member of the City Commission, the Presiding Officer addresses those item(s) individually following the vote on the motion to approve the other Consent Agenda items.

### (i) Council Business

Items in this section are reports or requests presented by the City Attorney, City Clerk, City Commission member, City Manager, or Staff for City Commission consideration.

### (j) Adjournment

No meeting shall be permitted to continue beyond 10:00 p.m. without the approval of a majority of the City Commission. A new time limit must be established before taking a City Commission vote to extend the meeting. In the event that a meeting has not been closed or continued by City Commission vote prior to 10:00 p.m., the items not acted on are to be continued to 8:30 a.m. on the following day, unless state law requires hearing at a different time or unless the City Commission, by majority vote of members present, determines otherwise.

## **RULE 28      BOARDS, COMMITTEES, AND MEETINGS**

The City Commission may form ad hoc or special committees from time to time. Citizen advisory boards and committees may be created and dissolved by Resolution, Ordinance, or other act adopted by the City Commission. All members shall serve at the pleasure of the City Commission.

The mission of advisory boards and committees shall be to examine various policy issues referred by the City Commission, staff, or as determined in the work plan. Committees shall provide guidance to

#### Exhibit "A"

the City Commission in the development of policy recommendations. Committees shall not attempt to manage the administrative operations of the City; the committee will not be involved in directing staff.

- (a) The City Manager/City Clerk's office shall furnish the Chair of each advisory board or committee copies of all Resolutions or Ordinances that pertain to that committee. Such information shall be delivered to the committee Chair within one (1) week after adoption by the City Commission, or as soon thereafter as possible.
- (b) Appointment to citizen advisory boards/committees shall be by roll call vote during a regular City Commission meeting. Priority must be given to applicants from the City of Apalachicola.
- (c) All citizen advisory boards/committees or other bodies shall meet at the Community Center, 1 Bay Avenue, Apalachicola, Florida or other public buildings within the City after required public notice is given. Generally, committee meetings should be scheduled on days other than days of the City Commission meetings. The news media shall be notified and appropriate notice shall be posted at City Hall. All meetings shall comply with state law regarding public meetings.
- (d) Committee Chairs and Committee Vice-Chairs shall be elected by the membership and both shall serve for a term of one (1) year or for a different term as the City Commission may decide. Committee members shall be approved by the City Commission. Committee meetings may be called by the Chair, Vice-Chair, Mayor, or the City Manager when sufficient business or timing is appropriate. Such meetings shall have an Agenda published to each Committee member when possible at least seventy-two (72) hours in advance. If the Committee Chair is unwilling or unable to call committee meetings, the Vice-Chair may call the meeting.
- (e) All citizen advisory boards/committees or other bodies shall provide the minutes taken at each meeting to the City Clerk. All communications to the City Commission from such boards, committees, or other bodies shall be received by the City Commission's Presiding Officer with a copy to the City Clerk.
- (f) All Chairpersons of citizen advisory boards/committees or other bodies may provide updates to the City Commission at its regularly scheduled meetings. All requests for presentations shall be submitted to the Office of the City Manager or City Clerk.
- (g) City employees shall not be precluded from serving on citizen advisory or other committees so long as membership requirements are met.
- (h) The City Commission may make exceptions to the above general policy on a case-by-case basis when necessary to: preserve the stability of the board or committee; retain a particular appointee because of his/her special expertise or knowledge; or for such other circumstances as the City Commission deems warranted.

## Exhibit "A"

- (i) Appointees' personal and business affairs conducted within the City of Apalachicola must be in substantial compliance with all City regulatory and taxing authorities' rules and regulations. Appointees deemed to be in chronic violation of any City rules, regulations, or policies may be disallowed from membership on citizen advisory boards or committees by a majority vote of the City Commission.
- (j) Citizen advisory boards and committees created by or in response to federal or state statutory requirements shall conduct business consistent with these guidelines unless otherwise provided for by such federal or state statutory requirements.
- (k) Citizen advisory boards and committees are required to adhere to the "Guidelines for Citizen Advisory Boards and Committees" as approved by the City Commission. These guidelines are incorporated below.

### GUIDELINES FOR CITIZEN ADVISORY BOARDS AND COMMITTEES

- (1) Committees are to be designated as standing or special (ad hoc).
- (2) A sunset date will be specified for special committees when appropriate.
- (3) Transition between Members: By-laws, enacting Ordinances, guiding document, etc. will include language, which provides for members (whose terms have expired) to continue serving until the appropriate appointments are made.
- (4) Term length for serving on any standing committee will be a minimum of two (2) years unless otherwise specified (e.g. State Statute may require term lengths of less than two (2) years, board/committee enacting Ordinance provisions).
- (5) Attendance:
  - (a) Reports/notices of absences are made to the board or committee Chair (or Staff liaison if the Chair is unavailable).
  - (b) The board or committee liaison will provide written notice of attendance violations to the City Commission Presiding Officer. The City Commission will be responsible for removing members who do not meet the attendance requirement.
  - (c) Absence from four (4) consecutive regular meetings of the advisory board or committee shall operate to vacate the seat of a member, unless such absence is excused by the City Commission by Resolution setting forth the fact of such excuse duly entered into the minutes.
- (6) Election of Officers: All board and committee officers (i.e. Chair, Vice Chair, etc.) shall be elected by the membership of the citizen advisory board or committee, unless otherwise specified.
- (7) Meeting Frequency:
  - (a) At a minimum, all boards and committees shall meet once per year.

**Exhibit "A"**

- (b) The names of those boards and committees that do not meet this minimum requirement shall be submitted to the City Clerk's Office.
  - (c) Recommendations to dissolve committees or other recommended action will be submitted to the City Commission for consideration.
  - (d) Any advisory board or committee whose officers are elected/appointed as prescribed in federal/state statute shall be exempted from Guideline No. 6.
- (8) Parliamentary Procedure: As appropriate, Robert's Rules of Order may be used as a guide in conducting board and committee meetings.

**RULE 29      SUSPENSION AND CONSTRUCTION OF RULES**

No permanent change in the standing rules shall be made without notice specifying the purpose and wording of the change given at a previous regular meeting of the Commission and the adoption of the permanent change by a vote of four-fifths (4/5) of all members. The Rules of Procedure are for the efficient and orderly conduct of City Commission business only. No violation of such rules shall invalidate any action of the City Commission when approved by a majority vote required by law.

**CITY OF APALACHICOLA  
RESOLUTION 2019-07**

**A RESOLUTION PROVIDING FOR THE ADOPTION OF THE RULES OF PROCEDURE  
FOR THE CITY COMMISSION OF THE CITY OF APALACHICOLA**

**WHEREAS**, the City of Apalachicola conducts municipal government, performs municipal functions, and renders municipal services and exercises any power for municipal purposes according to the City Charter; and

**WHEREAS**, the City of Apalachicola Charter states that, “the Commission shall determine its own rules and order of business and shall keep a journal of its proceedings; and

**WHEREAS**, the City Commission wish to adopt Rules of Procedure to guide the City Commission through its primary operations and functions and provide the structure needed to conduct City business while also maintaining the flexibility needed to efficiently and effectively carry out the public business.

**NOW, THEREFORE, BE IT RESOLVED** by the City Commission of the City of Apalachicola, Florida:

1. That the City Commission approves and adopts the Rules of Procedure as set forth in Exhibit “A” attached hereto and by reference incorporated herein.
2. That any rules of procedure of the Commission previously adopted and amended be and at the same are hereby repealed.
3. That the Rules of Procedure for the City Commission of the City of Apalachicola become effective immediately upon its adoption.

**ADOPTED**, this 7<sup>th</sup> day of May, 2019 by the City Commission of the City of Apalachicola.

**FOR THE CITY COMMISSION OF THE  
CITY OF APALACHICOLA**

---

Van W. Johnson, Sr., Mayor

**ATTEST:**

---

Deborah Guillotte, City Clerk

**APALACHICOLA CITY COMMISSION  
REQUEST FOR BOARD ACTION  
Meeting Date: May 7, 2019**

**SUBJECT:** Discussion Concerning the Christiana Moore Case – 51 8<sup>th</sup> Street

**AGENDA INFORMATION:**

**Agenda Location:** Unfinished Business  
**Item Number:** D  
**Department:** Administration  
**Contact:** Ron Nalley, City Manager or Pat Floyd, City Attorney  
**Presenter:** Pat Floyd, City Attorney

**BRIEF SUMMARY:** At their special meeting on April 30, 2019, the Commission requested that discussion with the City Attorney regarding the Christiana Moore Case at 51 8<sup>th</sup> Street be added to May Agenda.

**RECOMMENDED MOTION AND REQUESTED ACTIONS:** None at this time pending further discussion by the City Commission.

**FUNDING SOURCE:** Professional and Legal – Governing Body

**ATTACHMENTS:** A Record of the Case from the City Attorney and a Copy of the Appeal from Ms. Moore can be found on the City Website under the Agenda for the April 30<sup>th</sup> meeting.

**STAFF'S COMMENTS AND RECOMMENDATIONS:** None at this time.

**APALACHICOLA CITY COMMISSION**  
**REQUEST FOR BOARD ACTION**  
**Meeting Date: May 7, 2019**

**SUBJECT:** Grant Submittal Approval – Project Impact – 21<sup>st</sup> Century Community Learning Centers Grant

**AGENDA INFORMATION:**

**Agenda Location:** New Business  
**Item Number:** A  
**Department:** Administration  
**Contact:** Nadine Kahn, Program Director  
**Presenter:** Katy Sparks, Site Coordinator & Cindy Summerhill, Grant Administrator

**BRIEF SUMMARY:** Building on ten years of successful collaboration with the Florida Department of Education, the City of Apalachicola and Project Impact, it is time to reapply for the 21<sup>st</sup> Century Community Learning Centers Grant. This grant program supports the creation of community learning centers that provide academic enrichment opportunities during non-school hours for children. The program has been highly successful and recognized by the Department of Education as an outstanding program and has resulted in the City receiving over five million dollars in funds for our children and their families. Project Impact staff is requesting permission from the City Commission to submit a proposal for the next five year grant that would continue the current program that provides Kindergarten through 12<sup>th</sup> grade afterschool and summer enrichment activities.

**RECOMMENDED MOTION AND REQUESTED ACTIONS:** To Approve Submittal of a Grant Proposal to the Department of Education 21<sup>st</sup> Century Community Learning Centers Program on behalf of the City of Apalachicola and Project Impact.

**FUNDING SOURCE:** Project Impact

**ATTACHMENTS:** Project Impact Program Summary

**STAFF'S COMMENTS AND RECOMMENDATIONS:** The Project Impact Program summary highlights the many benefits this program has had in our community. The recent pre-selection of Project Impact by the State of Florida for the 2019 NASA program underscores how successful this project is and has been for the City of Apalachicola. Under the proposed grant, the City will continue to receive utility allocations and money for renovations and upgrades to the Johnson Complex. In addition, Project Impact is proposing setting aside one percent (1%) of the total grant allocation for reimbursement to the City of administration, payroll and bookkeeping costs.



City of Apalachicola 21<sup>st</sup> CCLC Grant 2009-2013: Approx. \$2,200,000 COA 21<sup>st</sup> CCLC Grant 2013-2018: \$2,293,370

Projected funding: 2019 – 2024: Up to \$700,000 per year: \$3,500,000

-Over 10 Years of Successful Collaboration with FL Department of Education-

-Over \$5 million in funds received for our children and their families in past 12 years -

-Professional jobs that provide upward mobility- former 21<sup>st</sup> CCLC students now return every summer to work with our kids during their summer break from college - the best mentors!

The collaboration with the City has been highly successful: recognized by FLDOE for our outstanding program, Project Impact staff presented at State Conference on creating/developing sustainable partnerships, selected by FLDOE office to be observed by Washington D.C DOE office, selected for NASA Program and COA 21<sup>st</sup> CCLC students traveled to Cape Canaveral and presented projects to NASA scientists with special reception with NASA staff.

These successes represent the support and collaboration with the City of Apalachicola

*A program that is highly effective and efficient...managed with minimal oversight by the City staff.*

Project Impact is an accolade of achievement for the City of Apalachicola...it shows what a small-town government can do for its citizens.... especially the most vulnerable by creating a safe haven of enrichment and education.

#### Worker's/Unemployment Compensation

- City of Apalachicola does not pay SUTA/FUTA due to tax exempt status.
- City pays on case by case basis when claim is presented.
- Grant could provide funds, but they must be placed in account that could only be used Project Impact employees.
- City would determine rate based on their UE insurance and SUTA for unemployment.

#### Retirement Benefits

- Grant currently pays for all retirement benefits for employees.
- Contractor staff receives no benefits and files W-9.
- FRS changed guidelines for retirement and part time positions were exempt prior to this with documentation/research conducted by former City Manager and Director.
- *Existing Project Impact account has \$40,000 balance (funds that could be used to pay any outstanding costs.)*

#### DCF License

- Grant could pay annual DCF License fee required to operate 2 sites totaling \$200.

#### Cell Phones

- Grant could pay under indirect cost allocation.

#### Utilities/Facilities

- City has received generous utility allocations from the grant over the past 10 years.
- MAJOR renovations/upgrades have been made to the City Municipal Complex – upgrading the areas used by Project Impact allowed over 30 community partners to utilize the area including FAMU, FC Health Department, H'COLA, FEMA during hurricane recovery and many more.

Plans for next 5 years: CITY receives 1% of Grant TOTAL for Payroll/Bookkeeping

-We have been pre-selected by State for 2019 NASA Program...only 30 sites chosen out of Florida.

-Expansion of CMC STEAM Lab – preparing our kids for tech future – Tyndall may be next space base.

-Update CMC Site computer lab with state of the art technology.

-Students travel to Washington D.C. In collaborative project with County Youth Foundation.

-Expansion of successful free healthy eating/fitness programs for students and their family members.

---

Saturday, August 22, 2009

## **City to receive 21st Century Grant funding**

Approximately two months ago, the City of Apalachicola submitted a proposal to the Florida Department of Education (DOE) to act as the fiscal agent of the 21st Century Community Learning Centers Grant, a role the Franklin County School District played during the grants first five years.

On Friday, August 21, City Administrator Betty Taylor-Webb received notification from DOE Bureau Chief Joe Davis that the proposal submitted by the city will receive funding.

The city asked for \$490,320.00 to continue its Project Impact afterschool and summer programs at the city's new recreation and community service complex located at the former Apalachicola High School.

The purpose of the grant it to provide academic enrichment programs to help students meet performance standards in core academic subjects, such as reading and mathematics.

As well as to provide youth development activities, such as drug and violence prevention programs, counseling programs, art, music, and recreation programs that are designed to reinforce and complement the regular academic program of participating students.

In addition, the purpose of the grant is to provide families of students served by the program opportunities for literacy and related educational development.

In his notification letter Davis wrote, "We are very pleased to inform you that the proposal submitted by your agency for the 2009-2010, 21st Century Community Learning Centers Grant has been selected for funding. The overall quality of submitted proposals resulted in a highly competitive process, and the success of your proposal is a significant accomplishment".

**The \$490,320.00 award will position the City of Apalachicola to effect positive the academic development of Apalachicola and Franklin County students, a role every municipality in the state should seek.**

**Posted by Apalachicola Mayor Van Johnson at 8/22/2009 12:01:00 AM**

**APALACHICOLA CITY COMMISSION  
REQUEST FOR BOARD ACTION  
Meeting Date: May 7, 2019**

**SUBJECT:** Public Assistance Funding Agreement

**AGENDA INFORMATION:**

**Agenda Location:** New Business  
**Item Number:** B  
**Department:** Administration  
**Contact:** Ron Nalley, City Manager  
**Presenter:** Ron Nalley, City Manager

**BRIEF SUMMARY:** FEMA's Public Assistance Program is a Federal grant to aid State and Local governments in returning a disaster area to pre-disaster conditions. Funding is provided to primarily address the repair and restoration of public facilities and infrastructure, which have been damaged or destroyed, or the restoration of services, which were negatively impacted. In order to be eligible for federal funds, the City was required to submit a Request for Public Assistance. The City is now eligible to receive Public Assistance funding from FEMA through the State of Florida, Division of Emergency Management and must execute the Public Assistance Funding Agreement prior to receiving any funding.

**RECOMMENDED MOTION AND REQUESTED ACTIONS:** To Approve the Public Assistance Funding Agreement with the State of Florida and Authorize the Mayor and City Manager to Execute the Necessary Documents.

**FUNDING SOURCE:** FEMA Public Assistance Program – Hurricane Michael

**ATTACHMENTS:** Public Assistance Funding Agreement and Attachments A through K.

**STAFF'S COMMENTS AND RECOMMENDATIONS:** The City has completed the Damage Assessment Inventory from Hurricane Michael and is in the process of finalizing many of the applicable project worksheets. The attached Public Assistance Funding Agreement must be approved by the Commission prior to the City being eligible to receive any funding.

**FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT**

2 C.F.R. §200.92 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.74, "pass-through entity" means "a non-Federal entity that provides a subaward to a Sub-Recipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.93, "Sub-Recipient" means "a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.38, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.92, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following agreement is made and information is provided pursuant to 2 C.F.R.

§200.331(a)(1):

Sub-Recipient's name:	<u>Apalachicola, City of</u>
Sub-Recipient's unique entity identifier:	<u>024717639</u>
Federal Award Identification Number (FAIN):	<u></u>
Federal Award Date:	<u>10/11/2018</u>
Subaward Period of Performance Start and End Date (CAT A-B):	<u>10/7/2018 – 4/11/2019</u>
Subaward Period of Performance State and End Date (CAT C-G):	<u>10/7/2018 – 4/11/2020</u>
Amount of Federal Funds Obligated by this Agreement:	<u></u>
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	<u></u>
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity:	<u></u>
Federal award project description (see FFATA):	<u>Grant to Local Government for debris removal, emergency protective measures and repair or replacement of disaster damaged facilities</u>
Name of Federal awarding agency:	<u>Dept. of Homeland Security</u>
Name of pass-through entity:	<u>Florida Division of Emergency Management (FDEM)</u>

Contact information for the pass-through entity:

2555 Shumard Oak Blvd.

Catalog of Federal Domestic Assistance (CFDA) Number and Name:

Tallahassee, FL 32399-2100

Whether the award is R&D:

97.036 Public Assistance

Indirect cost rate for the Federal award:

N/A

See by 44 C.F.R. 207.5 (b) (4)

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and, Apalachicola, City of, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The Sub-Recipient, by its decision to participate in the FEMA PA Program, bears the ultimate responsibility for ensuring compliance with all applicable State and Federal laws, regulations and policies, and bears the ultimate consequences of any adverse decisions rendered by the Division, FEMA, or any other State and Federal agencies with audit, regulatory, or enforcement authority.

C. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

D. The Division, as the pass-through entity and fiduciary of such Federal funding, reserves the right to demand that the Sub-Recipient comply with all applicable State and Federal laws, regulations and policies, terminate reimbursements and take any and all other actions it deems appropriate to protect those funds for which it is responsible, including debt collections.

E. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds."

Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. Performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by Section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

- iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.
  - v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.
  - vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.
- c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Sub-Recipient performance; and,
- ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Jennifer Drake  
2555 Shumard Oak Blvd. Ste. 360  
Tallahassee, FL 32399-2100  
Telephone: 850-815-4456  
Email: jennifer.drake@em.myflorida.com

c. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Name: Ron Nalley  
Address: 192 Coach Wagoner Boulevard  
Apalachicola, FL 32320  
Telephone: (850) 653-9319  
Email: rnalley@cityofapalachicola.com

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title, and address of the new representative will be provided to the other party in writing via letter or electronic email. It is the Sub-Recipient's responsibility to authorize its users in the FloridaPA.org website. Only the Authorized or Primary Agents identified on the Designation of Authority (Agents) in Attachment D may authorize addition or removal of agency users.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement. In order for a Project to be eligible for reimbursement, a modification to Attachment A Project List must be executed, incorporating the Project as identified by number, budget, and scope of work. Projects not included by modification will be ineligible for funding, regardless of Federal approval for the Project.

(7) SCOPE OF WORK.

The Sub-Recipient shall perform the work in accordance with the Budget and Project List – Attachment A and Scope of Work, Deliverables and Financial Consequences – Attachment B of this Agreement.

(8) PERIOD OF AGREEMENT/PERIOD OF PERFORMANCE.

The Period of Agreement establishes a timeframe for all Sub-Recipient contractual obligations to be completed. This agreement will begin upon execution by both parties and shall end upon FEMA's closeout of the Sub-Recipient's account for this disaster, unless terminated earlier as specified elsewhere in this Agreement. This Agreement survives and remains in effect after termination for the herein referenced State and Federal audit requirements and the referenced required records retention periods.

The Period of Performance is the timeframe during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with 2 C.F.R. §200.309, the Sub-Recipient may receive reimbursement under this Agreement only for "allowable costs incurred during the period of performance." In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during the specified agreement period." The CFR requirement is more restrictive and will take precedence over the State requirement. The period of performance for this agreement begins with the first day of the Incident Period and ends **six (6) months from the date of declaration for Emergency Work (Categories A & B) or eighteen (18) months from the date of declaration for Permanent Work (Categories C-G)**, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement or extended in accordance with Attachment G Paragraph 5. The time allowed for the performance of eligible emergency work is six (6) months from the date of the presidential major disaster declaration, unless extended by the Recipient or FEMA. The time allowed for the performance of eligible permanent work is eighteen (18) months from the date of the presidential major disaster declaration, unless extended by the Recipient or FEMA. If any extension request is denied by the Recipient, or is not sought by the Sub-Recipient, reimbursement is only available for eligible project costs incurred up to the latest approved extension. Failure to complete a project is adequate



cause for the termination of funding for that project and requires reimbursement to the Recipient of any and all project costs.

(9) FUNDING

a. This is a cost-reimbursement Agreement, subject to the availability of funds. The amount of total available funding available for this subgrant is limited to the amount obligated by FEMA for all projects approved for this sub-recipient for DR# 4399 - Hurricane Michael.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.

c. Pursuant to Florida Revised Statute 252.370, unless otherwise specified in the General Appropriations Act, whenever the State accepts financial assistance from the Federal Government or its agencies under the Federal Public Assistance Program and such financial assistance is conditioned upon a requirement for matching funds, the State shall provide the entire match requirement for state agencies and one-half of the required match for grants to Local governments. The affected Local government shall be required to provide one-half of the required match prior to receipt of such financial assistance.

d. The Executive Office of the Governor may approve a waiver, subject to the requirement for legislative notice and review under section 216.177, of all or a portion of the required match for public assistance projects for Local governments if the Executive Office of the Governor determines that such a match requirement cannot be provided, or that doing so would impose a documented hardship on the Local government, and if the Local government applies for the waiver within the first 18 months after the disaster is declared.

e. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient. The Recipient will provide funds on a cost reimbursement basis to the Sub-Recipient for eligible activities approved by the Recipient and FEMA, as specified in the approved Project Worksheets listed in Attachment A ("Budget and Project List"). The maximum reimbursement amount for each deliverable is also outlined in Attachment A of this Agreement.

f. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)." The Sub-Recipient must complete Attachment "D" by designating at least three agents to execute any Requests for Reimbursement, certifications, or other necessary documentation on behalf of the Sub-Recipient. Attachment D must be completed electronically and submitted via email to [rpa.help@em.myflorida.com](mailto:rpa.help@em.myflorida.com). After execution of this

Agreement, the authorized, primary, and secondary Agent may request changes to contacts via email to the State assigned team.

g. In the event the Sub-Recipient contacts have not been updated regularly and all three (3) Agents have separated from the Sub-Recipient's agency, a designation of authority form will be needed to change contacts. NOTE: This is very important because if contacts are not updated, notifications made from FloridaPA.org may not be received and could result in failure to meet time periods to appeal a Federal determination.

h. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient in FloridaPA.org against a performance measure, outlined in Attachment B, Scope of Work, Deliverables, and Financial Consequences, that clearly delineates:

- i. The required minimum acceptable level of service to be performed; and,
- ii. The criteria for evaluating the successful completion of each deliverable.

i. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.76 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.301, that the Division and the Sub-Recipient "relate financial data to performance accomplishments of the Federal award."

j. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If authorized by the Federal Awarding Agency, and if the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (see 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-Employee agreement, or an established policy of the Sub-Recipient in effect at the time of the disaster event. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- i. They are provided under established written leave policies;
- ii. The costs are equitably allocated to all related activities, including Federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

k. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that:

- i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,
  - ii. Participation of the individual in the travel is necessary to the Federal award.
- l. The Division's Grant Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

m. As defined by 2 C.F.R. §200.53, the term "improper payment" means or includes:

- i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,
- ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit or applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(10) RECORDS

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.331(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.333, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal Awarding Agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal Awarding Agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.334, the Federal Awarding Agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.335, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personal identifiable information and other information the Federal Awarding

Agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, State, Local, and Tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the State and Local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency), in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge, qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Project List – Attachment A, Scope of Work – Attachment B, and all other applicable laws and regulations.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.**

(11) AUDITS

- a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.
- b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."
- c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."
- d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Sub-Recipient of such non-compliance.
- e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.
- f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle\_Audit@em.myflorida.com

OR

Office of the Inspector General  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle\_Audit@em.myflorida.com

OR

Office of the Inspector General  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work – Attachment B and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

	Reporting Time Period	Subgrantee Report Submittal	Grantee Report Submittal Deadline
Quarter 1 (Q1)	October 1 – December 31	January 15	January 30
Quarter 2 (Q2)	January 1 – March 31	April 15	April 30
Quarter 3 (Q3)	April 1 – June 30	July 15	July 30
Quarter 4 (Q4)	July 1 – September 30	October 15	October 30

b. Quarterly reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

c. The closeout report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Project List – Attachment A, and Scope of Work – Attachment B.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Public Assistance Program Guidance – Attachment G, and as required by FEMA or the Division.

(13) MONITORING

a. The Division shall monitor the performance of the Sub-Recipient under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment B to this Agreement, and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that an audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement; as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a State agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any



of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty calendar days of providing written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty days prior to written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance;

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected;

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question; or,

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) days prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable Federal and State laws and regulations, to include 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards"). Additional requirements, guidance, templates and checklists regarding procurement may be obtained through the FEMA Procurement Disaster Assistance Team. Resources found here: <https://www.fema.gov/procurement-disaster-assistance-team>

b. If the Sub-Recipient contracts with any contractor or vendor for performance of any portion of the work required under this Agreement, the Sub-Recipient must incorporate into its contract with such contractor or vendor an indemnification clause holding the Federal Government, its employees and/or their contractors, the Division, its employees and/or their contractors, and the Sub-Recipient and its employees and/or their contractors harmless from liability to third parties for claims asserted under such contract.

c. The Sub-Recipient must document in the Quarterly Report the contractor's

progress in performing its work under this Agreement.

d. All contracts must conform to the uniform standards for procurement found in 2 C.F.R §§ 200.317-.326 and Appendix II, as well as §287.057 and §288.703, Florida Statutes.

(19) PAYMENTS

a. Requests for Reimbursement (RFR) serve as invoices for the purposes of section 215.422, Florida Statutes and shall include the supporting documentation for all costs of the project or services in detail sufficient for a proper pre-audit and post-audit thereof. The final RFR shall be submitted within thirty (30) days after the expiration date of the agreement or completion of applicable Project, whichever occurs first.

b. If the necessary funds are not available to fund this Agreement, as a result of action by the United States Congress, the Federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(20) EXPEDITED PROJECTS

The Division and FEMA have established an Expedited Projects Program in order to help affected counties, municipalities, and private-non-profits recover from Hurricane Michael. This program provides funding for 50% of the eligible scope of work for project versions of one Expedited Category A project and one Expedited Category B project. These amounts will be subject to the cost sharing requirements applicable for the disaster.

a. PROGRAM REQUIREMENTS

Each eligible Sub-Recipient can request to include one (1) Category A: Debris Removal project and one (1) Category B: Emergency Protective Measures project in this expedited program. The work claimed must have been performed within the following dates:

For Category A and Category B, work must have been performed within the first 45 days of the disaster.

FEMA makes the final eligibility determination regarding project work and costs under the Expedited Program. In order to be eligible for this funding, these projects must be a "large" project with eligible scope of work totaling \$128,900.00 or more. Activities not eligible for Expedited Projects are private property debris removal activities for Category A.

b. FUNDING

Funding will be provided at 50% of estimated costs incurred through an eligible scope of work for an included project, during the time period of 45 days. Any and all expedited projects will ultimately require a full validation through the grants management process for all costs incurred.

c. PARTICIPATION NOTIFICATION

The Sub-Recipient is responsible for notifying the State Public Assistance Officer (SPA0) of its intent to participate in the program. The Sub-Recipient notifies the SPA0 by submitting the notification of their intention to participate via email to Expedited.Projects@em.myflorida.com. The SPA0 will then notify the

FEMA Program Delivery Manager (PDMG) who will be assigned to the eligible Sub-Recipient. Once that email correspondence is made, the project development will be tracked through Grants Portal and all payments will be made using the workflows in Florida PA.

(21) ADVANCE PAYMENTS

Any advance payment made under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account unless otherwise governed by program specific waiver. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be submitted along with this agreement at the time of execution by completing Justification of Advance Payment – Attachment K. The request will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. Any advance funds not expended within the first ninety (90) days of the contract term must be returned to the Division Cashier within thirty (30) days, along with any interest earned on the advance. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

(22) REPAYMENTS

a. All refunds or repayments due to the Division under this agreement are due no later than thirty (30) days from notification by the Division of funds due.

b. As a condition of funding under this Agreement, the Sub-Recipient agrees that the Recipient may withhold funds otherwise payable to the Sub-Recipient from any disbursement to the Recipient, by FEMA or any other source, upon a determination by the Recipient or FEMA that funds exceeding the eligible costs have been disbursed to the Sub-Recipient pursuant to this Agreement or any other funding agreement administered by the Recipient. The Sub-Recipient understands and agrees that the Recipient may offset any funds due and payable to the Sub-Recipient until the debt to the State is satisfied. In such event, the Recipient will notify the Sub-Recipient via the entry of notes in FloridaPA.org.

c. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", must include the invoice number and the applicable Disaster and Project number(s) that are the subject of the invoice, and be mailed directly to the following address:

Division of Emergency Management  
Cashier  
2555 Shumard Oak Boulevard  
Tallahassee FL 32399-2100

d. In accordance with Section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, the Sub-Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft; whichever is greater.

(23) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of the said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and Local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which receives funds under this Agreement from the Federal government, certifies, to the best of its knowledge and belief, that it and its principals:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;

ii. Have not, within a five-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not, within a five-year period preceding this Agreement, had one or more public transactions (Federal, State or Local) terminated for cause or default.

g. If the Sub-Recipient is unable to certify to any of the statements in this certification, then the Sub-Recipient shall attach an explanation to this Agreement.

h. In addition, the Sub-Recipient shall send to the Division (by email to [Greg.Johnson@rsmus.com](mailto:Greg.Johnson@rsmus.com)) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" - Attachment C for the Sub-Recipient and a screenshot reflecting such self-check via the Federal System for Award Management (SAM) clearinghouse through the website [www.sam.gov](http://www.sam.gov). Sub-Recipient shall also perform this check for any and all intended contractor or subcontractor which Sub-Recipient plans to fund under this Agreement. A screenshot of the clearinghouse results for each intended contractor or subcontractor should be maintained by the Sub-Recipient and provided to the Division upon request. The check must be completed before the Sub-Recipient enters into a contract covering the scope of work outlined in the PWs with any contractor or subcontractor.

i. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

j. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount unless otherwise governed by program specific waiver.

k. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

l. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

m. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the

Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(24) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any State agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose accordingly.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(25) COPYRIGHT, PATENT AND TRADEMARK

**EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.**

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(26) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.



(27) NONDISCRIMINATION BY CONTRACTORS

Pursuant to 44 C.F.R. §§ 7 and 16, and 44 C.F.R. § 206.11, the Sub-Recipient must undertake an active program of nondiscrimination in its administration of disaster assistance under this Agreement. The Sub-Recipient is also subject to the requirements in the General Services Administrative Consolidated List of Debarred, Suspended and Ineligible Contractors, in accordance with 44 C.F.R. § 17.

(28) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment E.

(29) DUPLICATION OF BENEFITS PROHIBITED

a. The Sub-Recipient understands it may not receive funding under this Agreement to pay for damage covered by insurance, nor may the Sub-Recipient receive any other duplicate benefits from any source whatsoever.

b. The Sub-Recipient agrees to reimburse the Recipient if it receives any duplicate benefits, from any source, for any damage identified on the applicable Project Worksheets, for which the Sub-Recipient has received payment from the Recipient.

c. The Sub-Recipient agrees to notify the Recipient in writing within thirty (30) days of the date it becomes aware of the possible availability of, applies for, or receives funds, regardless of the source, which could reasonably be considered as duplicate benefits.

d. In the event the Recipient determines the Sub-Recipient has received duplicate benefits, the Sub-Recipient gives the Grantee/ Recipient the express authority to offset the amount of any such duplicate benefits by withholding them from any other funds otherwise due and payable to the Sub-Recipient, and to use such remedies as may be available administratively or at law to recover such benefits.

(30) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

- i. Exhibit 1 - Funding Sources
- ii. Attachment A – Budget and Project List
- iii. Attachment B – Scope of Work, Deliverables, and Financial Consequences
- iv. Attachment C – Certification Regarding Debarment
- v. Attachment D – Designation of Authority
- vi. Attachment E – Statement of Assurances
- vii. Attachment F – Election to Participate in PA Alternative Procedures (PAAP)
- viii. Attachment G – Public Assistance Program Guidance

- ix. Attachment H – FFATA Reporting
- x. Attachment I – Mandatory Contract Provisions
- xi. Attachment J – DHS OIG Audit Issues and Acknowledgement
- xii. Attachment K – Justification of Advance Payment

Agreement Number: Z0892

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**SUB-RECIPIENT:**

By: \_\_\_\_\_  
Name and title: Van W. Johnson, Sr., Mayor  
Date: May 7, 2019  
FEID# 59-6000264

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_  
Jared Moskowitz, Director  
Date: \_\_\_\_\_

**APALACHICOLA CITY COMMISSION  
REQUEST FOR BOARD ACTION  
Meeting Date: May 7, 2019**

**SUBJECT:** Mayor's Election Proclamation for 2019

**AGENDA INFORMATION:**

**Agenda Location:** New Business  
**Item Number:** C  
**Department:** Administration  
**Contact:** Deborah Guillotte, City Clerk  
**Presenter:** Deborah Guillotte, City Clerk

**BRIEF SUMMARY:** The City of Apalachicola Mayor's Election Proclamation for 2019 establishes the date of the 2019 election, announces the offices which will be filled, establishes the date for a run-off election (if necessary), establishes the method of qualifying, and announces how to register to vote and the location of the polling place. Historically, the City Commission has, along with the Mayor, voted to approve the Election Proclamation.

**RECOMMENDED MOTION AND REQUESTED ACTIONS:** To Authorize Mayor Johnson to sign the 2019 Mayor's Election Proclamation.

**FUNDING SOURCE:** Not Applicable

**ATTACHMENTS:** Mayor's Election Proclamation for 2019

**STAFF'S COMMENTS AND RECOMMENDATIONS:** Please note that the City Commission will be considering the adoption of proposed Ordinance 2019-04 under Unfinished Business during the same meeting as consideration of the Election Proclamation. The Ordinance proposes changing the month of the elections to coincide with other local, State and National elections and pursuant to Florida Statutes will provide for the orderly transition of office resulting from such date changes by extending seats through 2020 and 2022. If the Ordinance is approved, this Proclamation will be rescinded to coincide with the proposed changes.

**CITY OF APALACHICOLA  
MAYOR'S ELECTION PROCLAMATION**

I, the undersigned, VAN W. JOHNSON, SR., Mayor of the City of Apalachicola, by authority of law and pursuant to City Ordinance No. 91-4, do hereby proclaim that on Tuesday, September 3, 2019 an election will be held to fill the offices as follows: City Mayor for a term of 4 years, City Commissioner Seat 1 for a term of four years, and City Commissioner Seat 2 for a term of four years, and a Run-Off Election, if necessary, will be held on Tuesday, September 17, 2019.

Candidates wishing to qualify may do so at the City Office from 12 Noon Monday, June 24, 2019 until 12 Noon Friday, June 28, 2019. City Office is located at 192 Coach Wagoner Boulevard, and regular office hours are from 8:00 AM to 5:00 PM, Monday – Friday. Each Candidate must pay to the City Clerk at the time of qualifying a qualifying fee of 4.5% of the first year's salary, must be a resident of the City of Apalachicola, and must also be a qualified voter of the State of Florida, County of Franklin, and the City of Apalachicola.

All persons not previously registered to vote may register to vote anytime from now up to 4:30 PM on Monday, August 5, 2019 for the General Election, and Monday, August 19, 2019 for the Run-Off Election at the Office of the Franklin County Supervisor of Elections located at 47 Avenue F, Apalachicola, Florida, hours 8:30 AM to 4:30 PM, Monday – Friday.

The polling place will be at National Guard Armory located at 66 4<sup>th</sup> Street in the City of Apalachicola and will be open at 7:00 AM and close at 7:00 PM. Absentee ballots may be obtained by contacting the Office of the Franklin County Supervisor of Elections at place and time noted previously. Only qualified electors will be permitted to vote. Early voting will be conducted from August 26, 2019 to August 31, 2019 at the Supervisor of Elections Office, 47 Avenue F, Apalachicola, Florida from 8:30 AM to 4:30 PM.

All residents of the City of Apalachicola not currently registered to vote are urged to register and take part in this election.

Please note that the Apalachicola City Commission is considering the adoption of proposed Ordinance 2019-04 at their May 7<sup>th</sup> meeting. The Ordinance proposes changing the month of the elections to coincide with other local, State and National elections and pursuant to Florida Statutes will provide for the orderly transition of office resulting from such date changes by extending seats through 2020 and 2022. If approved, this Proclamation will be rescinded to coincide with the proposed changes. A copy of the proposed Ordinance can be found on the City of Apalachicola website.

---

Van W. Johnson, Sr., Mayor  
City of Apalachicola, Florida