

**REGULAR MEETING
CITY COMMISSION
CITY OF APALACHICOLA, FLORIDA
TUESDAY, JANUARY 7, 2020 – 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 for public comment. Those wishing to speak concerning an item on the agenda shall complete a speaker card and give it to the City Clerk before the meeting starts.

- I. Call to Order
 - Invocation (Please rise and remain standing)
 - Pledge of Allegiance
- II. Agenda Adoption
- III. Mayor's and Commissioners Reports and Communications
 - A. Sale of City Owned Property Update
 - B. City Manager Discussion Update
- IV. City Manager Communications
 - Census 2020 Complete Count Committee
 - Financial System Update
- V. Attorney Kristy Branch Banks Communication
 - A. Utility Easement Encroachment and Alterations update – Al and Donna Ingle
- VI. Public Hearing
 - A. Public Hearing – Ordinance No. 2019-10 Designating the Official Seal of the City – Public Hearing and Second Reading
- VII. Presentations
 - A. Recreation Committee Update – Elinor Mount-Simmons, Committee Chair
- 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.

- IX. Consent Agenda
 - A. Meeting Minutes Adoption
 - **Suggested Motion:** Adopt the October 14, 2019 Special Meeting, October 17, 2019 Special Meeting, November 5, 2019 Regular Meeting and November 19, 2019 Special Meeting Minutes
 - B. Proclamation Proclaiming January 25th, 2020 as Arbor Day
 - **Suggested Motion:** To Approve the Proclamation Proclaiming January 25th, 2020 as Arbor Day in the City of Apalachicola

X. Unfinished Business

- A. Ordinance No. 2019-10 Designating the Official Seal of the City – Second Reading
- **Suggested Motion:** To Adopt Ordinance 2019-10 Designating the Official Seal of the City of Apalachicola
- B. CareerSource Gulf Coast Lease Agreement – Community Center
- **Suggested Motion:** To Approve the Lease Agreement for a portion of the Community Center with CareerSource Gulf Coast and Authorize the Mayor to Execute the Agreement.
- C. Memorandum of Understanding – Mill Pond Maintenance and Management
- **Suggested Motion:** To Approve the Memorandum of Understanding between the City of Apalachicola and the Mill Pond Committee for the Management, Maintenance and Upkeep of the Scipio Creek Boat Basin.
- D. Public Rights-of-Way Encroachment Policy
- **Suggested Motion:** None at this time pending further discussion by the City Commission.
- E. Professional Services – Forensic Examination Services
- **Suggested Motion:** To Authorize the City Manager and Mayor to Negotiate a Services Contract with _____ for Forensic Services in the amount of \$_____ and to Authorize the Mayor to Execute the Services Contract.

XI. New Business

- A. USDA Application for Sidewalk and Lighting on Water Street and Avenue G
- **Suggested Motion:** To Authorize Apalachicola Main Street to Conduct the Work Necessary to Complete and Submit an Updated Grant Application on Behalf of the City to USDA Rural Development for the Water Street and Avenue G Sidewalk and Lighting Project.
- C. Joint Workshop with Planning Board – Fill Ordinance
- **Suggested Motion:** To Set a Joint Workshop with the Planning and Zoning Board on _____ at ____ p.m. for the Presentation and Discussion of the Proposed Fill Ordinance.
- C. Audit Committee Discussion
- **Suggested Motion:** None at this time pending further discussion by the City Commission.

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.

RARE OPPORTUNITY
Historic Cotton Warehouse

1 Avenue E
Apalachicola, FL



The City offers for sale its historic 1838 two-story cotton warehouse: 4580 sq. feet on a prime downtown commercial corner location overlooking the Apalachicola River and Veterans Park.

Most recently City Hall, the building sits on two 30x80 city lots zoned C-1 (General Commercial). Upgrades over the years include work to reinforce the building to make restoring the original third floor a possibility. The roof was replaced after Hurricane Dennis in 2005.

Possible uses: downstairs retail/galley/restaurant; upstairs 2 or 3 BR vacation rentals, each room with river views.

William Murtagh, the first U.S. Keeper of the National Register of Historic Places, called the building “crucially important” because of its link to Apalachicola’s founding era.



The building circa 1870.

PRICE:



View from upstairs window.

Opinions from Employment Law Attorney Robert Larkin re: City Manager Ron Nalley's contract and duties.

City Attorney Kristy Branch Banks concurs.

1. Changing the job title from City Manager to Administrator would trigger the Severance Clause. Larkin writes: I do not believe that the City can unilaterally change the City Manager position or position description to be a City Administrator without first amending the City Charter at Article III, Sections 24-27. See Florida Statutes Section 166.031 for the Amendment process. The Charter speaks only in terms of a City Manager. In addition, the City Manager's Employment Agreement in Section 3, Duties, states that the "City hereby employs Nalley as City Manager".

2. The six-month severance pay in Nalley's contract is illegal under Florida law. FS 215.425 limits severance pay to 20 weeks.

3. Larkin says the City Manager does not have the exclusive authority to hire and fire. The City Personnel Policies (passed 1979) take precedent because they were passed by Ordinance and the City Manager is required to follow Ordinances.

–Section 27, Item (a) in the Charter says the City Manager shall: "see that the laws and ordinances are enforced."

–Item (i) of the Charter says the City Manager shall "perform such duties as may be prescribed under this Charter or as may be required of him by ordinance or resolution of the City Commission."

–Nalley's contract also says he may be terminated without severance pay for "refusal to enforce the City Ordinances approved by the City."

4. The City Charter says the City Manager "shall receive such compensation as the City Commission may fix and designate by ordinance," but Nalley's salary was set by contract. Larkin views this as more of a technical issue that could be corrected by mutual agreement.

5. At the Aug. 7 2018 City meeting Commissioner Jimmy Elliott made the motion to hire Nalley "with salary set at \$65,000 annually with standard benefits." Larkin says other cities have allowed similar severance packages for employees; there is no simple answer as to whether the five-month severance can be considered "standard" for Apalachicola.

Mayor Kevin Begos

Cell: 850 323 1867

Office: 192 Coach Wagoner Blvd. (14th Street)

Apalachicola, FL 32320

City Hall: 850 653 9319

**APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: January 7, 2020**

SUBJECT: Ordinance 2019-10 Designating the Official Seal of the City – Public Hearing and Second Reading

AGENDA INFORMATION:

Agenda Location: Public Hearing and Unfinished Business
Item Number: A
Department: Administration
Contact: Ron Nalley, City Manager
Presenter: Ron Nalley, City Manager

BRIEF SUMMARY: Florida Statutes, Section 165.043, provides that a municipality may by Ordinance designate an official municipal seal. During the past election, there was some uncertainty about whether the City had adopted or designated by Ordinance the current city seal. The Commission requested that a draft Ordinance be presented to them for consideration.

RECOMMENDED MOTION AND REQUESTED ACTIONS: To Adopt Ordinance 2019-10 Designating the Official Seal of the City of Apalachicola.

FUNDING SOURCE: Not Applicable

ATTACHMENTS: Ordinance 2019-10 Designating the Official Seal of the City of Apalachicola.

STAFF'S COMMENTS AND RECOMMENDATIONS: The proposed Ordinance adopts and designates the seal that has been in use for many years by the City Commission. It also makes the unauthorized use of the seal a misdemeanor without the expressed written authority of the City Commission. If the City Commission chooses to grant permission for use of the seal, the Ordinance proposes certain standards that must be met and considered by the Commission prior to approval. Adoption of this Ordinance will help clear up any future confusion about the appropriate use of the City Seal.

**CITY OF APALACHICOLA
ORDINANCE NO. 2019-10**

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF APALACHICOLA, FLORIDA DESIGNATING THE OFFICIAL SEAL OF THE CITY; PROVIDING FOR PENALTIES FOR UNAUTHORIZED USE; STANDARDS FOR PUBLIC USE; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with Florida Statutes, section 165.043, which provides that a municipality may by Ordinance designate an official municipal seal to be affixed on all official actions or documents of the City and to identify and authenticate documents; and,

WHEREAS, the current seal has been in use for many years and the City Commission wishes to designate its seal as an official municipal seal pursuant to section 165.043, which provides for adoption of the municipal seal by Ordinance; and,

WHEREAS, Florida Statute, Section 165.043 further provides that a seal so adopted shall be entitled to the protections afforded by that statute, including that the unauthorized use of the seal constitutes a misdemeanor of the second degree; and,

WHEREAS, the City Commission of the City of Apalachicola finds that the seal of the City is an important representation of the unique characteristics of the City of Apalachicola, and that the seal should be protected as a matter of intellectual property to the fullest extent allowed by law, such that the general public may rely upon the display or representation of the municipal seal as the official logo or brand of the City; and,

WHEREAS, the City Commission of the City of Apalachicola finds that regulating and prohibiting the unauthorized use of the City's designated seal serves an important municipal purpose.

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF APALACHICOLA, FLORIDA:

Section 1. Official Seal: The Official Seal for the City of Apalachicola, Florida shall be composed of two concentric circles. Between such circles the following words shall appear, "City of Apalachicola Florida." Within the inner circle shall appear the picture of a cross and anchor with the year "1831." A copy of the seal of the City of Apalachicola is reproduced below:



Section 2. Adoption: The City Commission of the City of Apalachicola hereby adopts and designates the seal described and depicted in Section 1 as the official municipal seal of the City of Apalachicola.

Section 3. Affixation of Seal: Wherever it shall be necessary for the City under the authority of its City Commission, City Manager, City Charter, Code of Ordinances, or the general laws of the State of Florida, to execute contracts, deeds, or other documents on behalf of the City, the official seal of the City shall be affixed to such contract, deed or other document.

Section 4. Unauthorized Use of City Seal: It shall be unlawful and a violation of this Section for any person, firm, corporation or other legal entity to print for the purpose of sale or distribution or circulate, manufacture, publish, use, display, or offer for sale any letters, papers, documents, or items of merchandise which simulate the official seal of the City or the stationery or a real or fictitious agency, department or instrumentality of the City of Apalachicola without the expressed written authority of the City Commission for the City of Apalachicola. The unauthorized use shall be punishable as provided in Florida Statutes 775.082 and 775.083. This Section does not apply to municipal officials or employees in the performance of their official duties.

Section 5. Standards for Public Use: The City Commission is delegated the authority to grant permission to others to use the City Seal. The following standards are hereby adopted for the granting of consent for the public use of the City Seal. Public requests to use the City Seal shall consider:

- a) The specific item to be manufactured;
- b) The manner in which the City Seal is to be displayed on the item to be manufactured;
- c) The nature of the proposed use, including manner, purpose and place of use;
- d) Whether the public would tend to be misled by the appearance of the Seal on the product to believe that the product carries official City sanction or approval;
- e) Whether the use of the Seal would tend to mislead the public into believing that a person, meeting, project or event carries official City sanction or approval;
- f) Whether the dignity of the Seal will be preserved if approval is granted.
- g) In no event shall approval be given for the use of the Seal for the following:
 1. Political or campaign purposes;
 2. Stationery other than official government stationery;
 3. Decorative automobile license tags;
 4. Business cards other than official government business cards;
 5. Designation of landmarks not designated as a historical site under a local ordinance;
 6. T-shirts, jackets or other clothing which might lead the public to believe that the person wearing such apparel is an official of the City;
 7. Publications other than official government publications or publications serving a governmental purpose; or
 8. Advertising and news releases

Section 6. Severability: Should the provisions of this Ordinance be declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it

being the legislative intent that this Ordinance shall remain notwithstanding the invalidity of any part.

Section 7. Effective Date: This Ordinance shall be effective upon final adoption.

ADOPTED in open regular session this 7th day of January, 2020.

Voting Aye:

Voting Nay:

FOR THE CITY OF COMMISSION OF THE
CITY OF APALACHICOLA

Kevin Begos, Mayor

ATTEST:

Deborah Guillotte, City Clerk

Approved as to Form:

Kristy Banks, City Attorney

**APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: January 7, 2020**

SUBJECT: Recreation Committee Update

AGENDA INFORMATION:

Agenda Location: Presentations
Item Number: A
Department: Recreation
Contact: Elinor Mount-Simmons, Committee Chair
Presenter: Elinor Mount-Simmons, Committee Chair

BRIEF SUMMARY: As the Recreation Committee, we are tasked with the responsibility of reviewing the City parks and recreational areas and open spaces, evaluating them and offering recommendations for their improved and future use in the City. The Committee will update the Commission on their accomplishments.

RECOMMENDED MOTION AND REQUESTED ACTIONS: None at this time.

FUNDING SOURCE: Not Applicable

ATTACHMENTS: Recreation Committee Report dated January 7, 2020

STAFF'S COMMENTS AND RECOMMENDATIONS: Included in the report are recommendations that the Committee would like the Commission to consider as future planning efforts are undertaken. The Commission established two goals for this fiscal year that perhaps will align with these recommendations:

1. Explore options for providing public restroom facilities at Battery Park.
2. Complete a Recreation Facility Master Plan and Inventory.



City Recreation Committee

Presentation to City Commission

Tuesday, January 7, 2020

I. INCEPTION & INAUGURAL MEETING

After being dormant for many years, the City Recreation Committee was re-activated by action of the City Commission at the June 6, 2017 City Commission meeting. Volunteers approved for appointment were: Robin Vroegop, Elinor Mount-Simmons and Diane Brewer, with additional members: Torben Madson, Alisa Hendels, and alternates Tasia Jones and Mark Milliken appointed at the July 11, 2017 meeting.

The Committee's inaugural meeting was held July 20, 2017 with all members, along with then-City Administrator Lee Mathes, in attendance. Mathes distributed Sunshine Law manuals and shared important information. Officers were elected and regular meeting days/time decided. Officers elected were: chairman-Elinor Mount-Simmons and secretary-Diane Brewer. Meeting location/date/time will be the third Thursday of each month at the Battery Park Community Center; 6pm.

Currently, the members include: Brewer, Madson, Jones, Milliken, Mount-Simmons, and recent alternate appointee Donna Ingle. An alternate position remains open. Current officers are Mount-Simmons, Chair and Tasia Jones, secretary. The committee's meeting location is now the Apalachicola Margaret Key Library.

II. MISSION

The Committee's mission, as outlined in the comp plan dated 9/15/89, states it is to review, evaluate and develop criteria for all public recreation facilities in the city of Apalachicola, establish contact with the County and School District and coordinate with the School Board and the Department of Natural Resources (DER), and to inventory and evaluate the existing recreation facilities and open spaces and to plan for future needs.

III. MEETINGS

The Committee has held monthly meetings since its inception with approved minutes provided to City Staff. Guests have attended several meetings, sharing relevant information. These guests have included:

- * Augusta West, Exec. Dir. of Main Street; Re: proposed pocket park
- * Lt. Tim Davis, City of Apalachicola Police Dept; Re: Harbormaster function.
- * Josh Stevens, of Preble Rish; Re: planned projects in Battery Park

City Recreation Committee Members

Elinor Mount-Simmons (*chair*), Tasia Jones (*secretary*), Diane Brewer
Torben Madson, Mark Milliken, Donna Ingle (*alternate*)

- * Dennis Winterringer, City Tree Committee; Re: Joint Concerns
- * Despina George, City Commission Candidate
- * Michaelin Watts & Marie Marshall; Re: Lafayette Park Restoration

IV. PROJECTS

- A. Inventory of Parks and Open Spaces-Having received a list of the city's parks and open spaces from various sources, during the September 2017 meeting, as a group, the committee toured each site to gather basic information, such as location and obvious amenities. It was decided to review each site in-depth, reporting on such factors as: condition, usage, signage, hours of operation and fees, and use this information to determine needs and offer recommendations to the commission.

The first park selected for review was Battery Park, also known as Hendels' Field and Porter's Park. A final report of this park was prepared and presented to the Commission at their June 4, 2019 meeting. *(copy attached)* Since park reviews are an integral component of our mission, this committee will continue to "review, evaluate and develop criteria for all public recreation facilities in the city" as stipulated in our mission and present our findings to this board.

- B. Memorialization of Notable Apalachicola Citizens-having been tasked by the Commission at their June 5, 2018 meeting to develop guidelines for naming streets and monuments in honor of Apalachicola citizens, this assignment was discussed by the Committee at our June 21, 2018 meeting. A plan was created, and our recommendation presented to the Commission at their September 5, 2018 meeting. *(copy attached)*

City Recreation Committee Members

Elinor Mount-Simmons *(chair)*, Tasia Jones *(secretary)*, Diane Brewer
Torben Madson, Mark Milliken, Donna Ingle *(alternate)*



City Recreation Committee

Presentation to City Commission

Tuesday, January 7, 2020 *(Initially presented September 5, 2018)*

Topic: Memorialization of Notable Apalachicola Citizens

At the June City Commission meeting, this committee was given a special assignment: to develop guidelines for the naming of streets and monuments in honor of citizens. To that end, we offer the suggestion of memorializing citizens with Stone Pillars, as opposed to re-naming streets. Listed below are our suggestions for this project.

- Design
 - Stone pillars between 18-24 inches with slanted tops
 - Metal plate affixed to slanted top with relevant information on citizen
 - Can be one pillar with multiple names or multiple pillars with one name each
 - Minimum wordage, i.e. citizen's name, title or role in City, dates
 - Pillars can be connected with some type rope/cable to enhance their safety, as well as add to their overall appearance
- Locations
 - Two (2) suggestions: Lafayette Park or Riverfront Park
 - Lafayette Park
 - Pillars could serve as barrier/border on the water side
 - Riverfront Park
 - Serve as a safety device between dock and water
- Cost
 - Cost should not be a responsibility of the City
 - Cost will be the responsibility of family, friends, supportive organizations
- Other Suggestions
 - Citizens memorialized must be deceased for at least five (5) years
 - The City, not the Recreation Committee, will determine eligible honorees
 - To maintain uniformity, the City will handle the ordering of pillars

City Recreation Committee Members

Elinor Mount-Simmons *(chair)*, Diane Brewer *(secretary)*, Tasia Jones
Torben Madson, Robin Vroegop, Mark Milliken (alternate)



City Recreation Committee Presentation to City Commission

RE: Park and Open Space Review

Tuesday, January 7, 2020 (*Originally presented Tuesday, June 4, 2019*)

Name of park: BATTERY PARK

Other Names used: 10 Foot Hole, Hendels' Field, Porter's Park

Address: Avenue B and 4th Street

Parcel ID #01-095-08W-0012-0010 10 (10 foot hole), and 01-095-08W-8330-0012-0010
(ballpark)

Acquisition History: See attachment "*History of Battery Park*" from Apalachicola Diary, Vol. 2 by former Mayor Jimmie J. Nichols

Zoning: RF-Riverfront

Usage: Boat launching, marina both hourly and overnight, annual Seafood Festival, many community and official meetings in Community Center building, children's sand playground with equipment, general recreation

Access:

Primary access--from Avenue B, Bay Avenue, 4th Street

Secondary access--Water Street

Condition: Good to poor

Community Center--average condition overall

Amenities: building with kitchen, 2 bathrooms inside and outside, closets, offices, 2 paved handicapped parking spaces against building + 4 others unpaved with concrete bumpers

Battery Park--average condition overall

Amenities: children's sand playground and equipment, covered elevated pavilion, 3 small covered wooden pavilions on Bay Avenue (*1 is an info booth*), 5 picnic tables

Boat Docks -- fair condition, signage for fees on the honor system

Amenities at 10 Foot Hole include boat slips with power numbered 1-48 and 60-88, some perpendicular, some parallel, 2 wooden walkways with lighted pavilion at end, trash receptacles, large unpaved gravel area using for RVs, boat trailers and other parking, unpaved parking under bridge

Ball Park -- poor condition

Amenities: high backdrop and other fencing damaged and/or missing, 2 concrete dugouts, concrete block refreshment building showing address of

#20 Water Street (see photo) intact but bathrooms derelict, fixtures missing or broken, 8 tall lighting poles, dirt ballfield overgrown, no current landscaping, trash receptacles, no designated parking

Battery Park "Annex" – poor condition (*now closed*) heavily damaged by Hurricane Michael (acquired in 2005 with funding from Florida Communities Trust) 23 numbered boat slips, no power provided, wooden dock with tower, picnic table, trash receptacle

Popham Building – poor condition, access restricted, heavily damaged by Hurricane Michael

Signage: photo attached

Hours of operation if noted

Photos: attached

Recreation Committee recommendations

1. Restore restrooms already in the concession stand building instead of building new free-standing ones as in the proposed 2018 FCT grant. Plumbing is already there.
2. Use former ballfield as an amphitheater for outdoor events, concerts etc. like the Seafood Festival has every year. Permanent improvements needed.
3. Beautify the border of Battery Park where it abuts Leavin's Seafood and its busy commercial activities and large trucks with landscaping such as a row of Italian Cypress trees (*see photo attached*). These trees are very tall, fast growing, low maintenance, evergreen and wind resistant.
4. Relocate the dog park to Battery Park adjacent to Avenue B. This portion of Battery Park is largely unused now, is shady and would suit residents and tourists better than the location of the current facility near the old high school (*Van Johnson Complex*).
5. Other improvement suggested are a fitness trail and paid parking under the bridge.

Reported submitted by Apalachicola City Recreation Committee:

Elinor Mount-Simmons, Chair

Diane Brewer, Secretary

Tasia Jones

Torben Madson

Mark Milliken

Robin Vroegop

**APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: January 7, 2020**

SUBJECT: Proclamation Proclaiming January 25th, 2020 as Arbor Day

AGENDA INFORMATION:

Agenda Location: Consent
Item Number: B
Department: Administration
Contact: Kevin Begos, Mayor
Presenter: Kevin Begos, Mayor

BRIEF SUMMARY: Celebrated beginning in 1872 in Nebraska, Arbor Day was a special day set aside for the planting of trees. Now celebrated throughout the nation and world, the City of Apalachicola will be celebrating Arbor Day on January 25th, 2020.

RECOMMENDED MOTION AND REQUESTED ACTIONS: To Approve the Proclamation Proclaiming January 25th, 2020 as Arbor Day in the City of Apalachicola.

FUNDING SOURCE: Not Applicable

ATTACHMENTS: Arbor Day 2020 Proclamation

STAFF'S COMMENTS AND RECOMMENDATIONS: The City of Apalachicola was designated a Tree City USA in 2012.

**MAYORS PROCLAMATION
ARBOR DAY 2020**

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

WHEREAS, the holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

WHEREAS, Arbor Day is now observed throughout the nation and the world, and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, lower our heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal.

NOW THEREFORE BE IT PROCLAIMED, that I, Kevin Begos, Mayor of the City of Apalachicola, do hereby proclaim the **25th day of January, 2020** as Arbor Day in the City of Apalachicola, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands.

FURTHER, I urge all citizens to plant and care for trees to gladden the heart and promote the well-being of this and future generations.

**Mayor Kevin Begos
Historic Apalachicola, Florida**

**APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: January 7, 2020**

SUBJECT: Ordinance 2019-10 Designating the Official Seal of the City – Public Hearing and Second Reading

AGENDA INFORMATION:

Agenda Location: Public Hearing and Unfinished Business
Item Number: A
Department: Administration
Contact: Ron Nalley, City Manager
Presenter: Ron Nalley, City Manager

BRIEF SUMMARY: Florida Statutes, Section 165.043, provides that a municipality may by Ordinance designate an official municipal seal. During the past election, there was some uncertainty about whether the City had adopted or designated by Ordinance the current city seal. The Commission requested that a draft Ordinance be presented to them for consideration.

RECOMMENDED MOTION AND REQUESTED ACTIONS: To Adopt Ordinance 2019-10 Designating the Official Seal of the City of Apalachicola.

FUNDING SOURCE: Not Applicable

ATTACHMENTS: Ordinance 2019-10 Designating the Official Seal of the City of Apalachicola.

STAFF'S COMMENTS AND RECOMMENDATIONS: The proposed Ordinance adopts and designates the seal that has been in use for many years by the City Commission. It also makes the unauthorized use of the seal a misdemeanor without the expressed written authority of the City Commission. If the City Commission chooses to grant permission for use of the seal, the Ordinance proposes certain standards that must be met and considered by the Commission prior to approval. Adoption of this Ordinance will help clear up any future confusion about the appropriate use of the City Seal.

**CITY OF APALACHICOLA
ORDINANCE NO. 2019-10**

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF APALACHICOLA, FLORIDA DESIGNATING THE OFFICIAL SEAL OF THE CITY; PROVIDING FOR PENALTIES FOR UNAUTHORIZED USE; STANDARDS FOR PUBLIC USE; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with Florida Statutes, section 165.043, which provides that a municipality may by Ordinance designate an official municipal seal to be affixed on all official actions or documents of the City and to identify and authenticate documents; and,

WHEREAS, the current seal has been in use for many years and the City Commission wishes to designate its seal as an official municipal seal pursuant to section 165.043, which provides for adoption of the municipal seal by Ordinance; and,

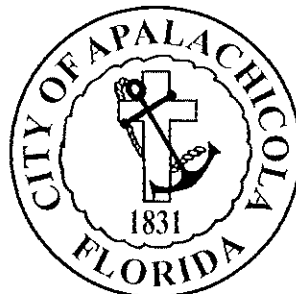
WHEREAS, Florida Statute, Section 165.043 further provides that a seal so adopted shall be entitled to the protections afforded by that statute, including that the unauthorized use of the seal constitutes a misdemeanor of the second degree; and,

WHEREAS, the City Commission of the City of Apalachicola finds that the seal of the City is an important representation of the unique characteristics of the City of Apalachicola, and that the seal should be protected as a matter of intellectual property to the fullest extent allowed by law, such that the general public may rely upon the display or representation of the municipal seal as the official logo or brand of the City; and,

WHEREAS, the City Commission of the City of Apalachicola finds that regulating and prohibiting the unauthorized use of the City's designated seal serves an important municipal purpose.

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF APALACHICOLA, FLORIDA:

Section 1. Official Seal: The Official Seal for the City of Apalachicola, Florida shall be composed of two concentric circles. Between such circles the following words shall appear, "City of Apalachicola Florida." Within the inner circle shall appear the picture of a cross and anchor with the year "1831." A copy of the seal of the City of Apalachicola is reproduced below:



Section 2. Adoption: The City Commission of the City of Apalachicola hereby adopts and designates the seal described and depicted in Section 1 as the official municipal seal of the City of Apalachicola.

Section 3. Affixation of Seal: Wherever it shall be necessary for the City under the authority of its City Commission, City Manager, City Charter, Code of Ordinances, or the general laws of the State of Florida, to execute contracts, deeds, or other documents on behalf of the City, the official seal of the City shall be affixed to such contract, deed or other document.

Section 4. Unauthorized Use of City Seal: It shall be unlawful and a violation of this Section for any person, firm, corporation or other legal entity to print for the purpose of sale or distribution or circulate, manufacture, publish, use, display, or offer for sale any letters, papers, documents, or items of merchandise which simulate the official seal of the City or the stationery or a real or fictitious agency, department or instrumentality of the City of Apalachicola without the expressed written authority of the City Commission for the City of Apalachicola. The unauthorized use shall be punishable as provided in Florida Statutes 775.082 and 775.083. This Section does not apply to municipal officials or employees in the performance of their official duties.

Section 5. Standards for Public Use: The City Commission is delegated the authority to grant permission to others to use the City Seal. The following standards are hereby adopted for the granting of consent for the public use of the City Seal. Public requests to use the City Seal shall consider:

- a) The specific item to be manufactured;
- b) The manner in which the City Seal is to be displayed on the item to be manufactured;
- c) The nature of the proposed use, including manner, purpose and place of use;
- d) Whether the public would tend to be misled by the appearance of the Seal on the product to believe that the product carries official City sanction or approval;
- e) Whether the use of the Seal would tend to mislead the public into believing that a person, meeting, project or event carries official City sanction or approval;
- f) Whether the dignity of the Seal will be preserved if approval is granted.
- g) In no event shall approval be given for the use of the Seal for the following:
 1. Political or campaign purposes;
 2. Stationery other than official government stationery;
 3. Decorative automobile license tags;
 4. Business cards other than official government business cards;
 5. Designation of landmarks not designated as a historical site under a local ordinance;
 6. T-shirts, jackets or other clothing which might lead the public to believe that the person wearing such apparel is an official of the City;
 7. Publications other than official government publications or publications serving a governmental purpose; or
 8. Advertising and news releases

Section 6. Severability: Should the provisions of this Ordinance be declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it

being the legislative intent that this Ordinance shall remain notwithstanding the invalidity of any part.

Section 7. Effective Date: This Ordinance shall be effective upon final adoption.

ADOPTED in open regular session this 7th day of January, 2020.

Voting Aye:

Voting Nay:

FOR THE CITY OF COMMISSION OF THE
CITY OF APALACHICOLA

Kevin Begos, Mayor

ATTEST:

Deborah Guillotte, City Clerk

Approved as to Form:

Kristy Banks, City Attorney

APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: January 7, 2020

SUBJECT: CareerSource Gulf Coast Lease Agreement – Community Center

AGENDA INFORMATION:

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

BRIEF SUMMARY: The Lease Agreement between the City and CareerSource Gulf Coast expired at the end of September. A revised agreement has been developed to extend the lease for a portion of the Community Center for an additional year.

RECOMMENDED MOTION AND REQUESTED ACTIONS: To Approve the Lease Agreement for a portion of the Community Center with CareerSource Gulf Coast and Authorize the Mayor to Execute the Agreement.

FUNDING SOURCE: General Fund - Property Rent

ATTACHMENTS: CareerSource Lease Agreement

STAFF'S COMMENTS AND RECOMMENDATIONS: Staff recommends extending the lease agreement for an additional year.

**CONTRACT
AND WAIVER/ GENERAL RELEASE OF ALL CLAIMS**

AGREEMENT for lease ("Lease"), by and between the CITY OF APALACHICOLA a Florida municipality, (hereinafter called "Lessor" or "Landlord") and CAREERSOURCE GULF COAST, (hereinafter called "Lessee" or "Tenant")

1. DESCRIPTION OF PREMISES: Lessor hereby leases unto Lessee for the time period stated herein the "Premises", a certain specified part of the facility known as the Apalachicola Community Center, located at the following address: 1 Bay Avenue, Apalachicola, Florida 32320, with provision being made (as attached hereto Exhibit A) for the use of such space and the description of the space as is leased under this agreement to Lessee.

2. TERM: The term shall be for a period commencing on October 1, 2019, ending on September 30, 2020. Lessee will only be provided under this lease with the use of office space in the Apalachicola Community Center which space is designated and described on attached Exhibit A.

3. RENT: Lessor shall provide the leased premises under the terms and conditions specified herein to operate an office that provide service to the community of Apalachicola as specified in and limited to the description in Exhibit B for a rental fee of \$400 per month due no later than the first day of the month of each month of the lease. This fee covers water, waste water, garbage, and electricity, and Lessor's liability insurance; entities must use utilities conservatively and within reasonable parameters. As referenced above, the City may surcharge the Lessee for additional expenses for each quarter for utility and insurance expenses for its share of the same which monies shall be due to be paid to the City within (30) days of the surcharge.

4. USE OF PREMISES, GENERALLY. Said premises shall be used by Lessee to operate an office, meeting area and/or storage facility for the limited purposes as described in attached Exhibit B, which is incorporated herein by reference. Lessee shall not use, or permit said premises, or any part thereof, to be used for any purpose or purposes other than the purpose or purposes for which the said premises are hereby leased as described in Exhibit B. The foregoing is a material consideration to the Lessor for entering into this lease. Tenant shall not do, bring, keep or permit to be done in, on or about the premises, nor bring, keep, or permit to be brought therein, anything which is prohibited by, or will in any way conflict with any Governmental Regulations or cause a cancellation or an increase in the rate of any insurance policy covering said Premises. Tenant shall not do or permit anything to be done in, on or about the Premises for any improper, immoral, or unlawful purpose, nor shall Tenant cause, maintain or permit any nuisance in, or about the Premises or commit or suffer to be committed any waste in, on or about the Premises. Lessee shall not commit, nor suffer to be committed, any waste upon the said premises, or a public or private nuisance, or other act or thing that may disturb the quiet enjoyment of others in the building in which the demised premises may be located. Nor shall Lessee in any way increase the amount of electricity, water or heating or cooling to be furnished or supplied under this Lease (if any), and Lessee further agrees not to connect with or plug in or connect to electricity or electric wires, or air pipes, any apparatus machinery or device without the written consent of Lessor. Lessee shall, at its sole cost and expense, comply with all of the requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the said premises, and said faithfully observe in the use of the premises all municipal ordinances and state and federal statutes now in force or which may hereafter be in force.

5. CONDITION AND SURRENDER OF PREMISES. Lessee agrees that the premises are now in a tenantable and good condition; that Lessee shall take good care of the premises including cleaning, repair and proper maintenance of the same and they shall not be altered, repaired or changed without the written consent of the

Lessor; and that, unless otherwise provided by written agreement, all alterations, improvements and changes that are required shall be done pursuant to the plans and specifications in writing which are approved in writing by the Lessor's representative and shall be at the cost of the Lessee and shall be the property of Lessor, and shall remain upon and be surrendered with the premises, excepting however, that at Lessor's option, Lessee shall, at its expense, when surrendering the premises, remove from said premises and said building, all partitions, counter, etc., installed in said premises by the Lessee; that all damage or injury done to the premises by Lessee, or by any person who may be in or upon the premises with the consent of Lessee, shall be paid for by Lessee, and that Lessee shall, at the termination of this Lease, surrender the premises to Lessor in good condition and repair as the same space was at the start of the term of the Lease terminated.

Lessee shall not store any trash, garbage, merchandise, crates, pallets or materials of any kind outside the building in violation of Governmental Requirements. All trash and garbage shall be kept in hard plastic or metal containers that are subject to Lessor's approval which approval shall not be unreasonably withheld or delayed. No recreational vehicles, boats, motors, or other equipment shall be parked or stored outside the building. It is the intent of the Lease to prohibit any outside storage of any type, unless approved by facility manager. Lessee shall be responsible for any damage to the premises, ordinary wear and tear excepted, due to its negligence or intentional acts and those of its officers, agents, employees, invitees and members.

6. FIXTURES AND PERSONAL PROPERTY.

A. FIXTURES. All additions, fixtures and improvements made or placed by Lessee to or on the premises shall immediately become and be the property of Lessor and shall remain on and be surrendered with the premises as a part thereof at expiration of said term by lapse of time or otherwise, unless otherwise directed by Lessor; and Lessee will not make any alterations in or additions to the premises without written consent of Lessor first had and obtained in writing.

B. PERSONAL PROPERTY. All personal property in the premises shall be at the risk of Lessee only, and Lessor shall not be liable for any damage, either to person or property, sustained by Lessee or other persons, due to the building or any part or appurtenance thereof, or machinery or appliances used in connection therewith, whether becoming out of repair or in defective condition, or arising from bursting or leaking of water, gas, sewer or steam pipes, or from any acts on negligence of City employees, co-tenants, or other occupants of the building, or any other person due to the happening of any accident in or about the building.

7. ABANDONMENT OF PREMISES. If Lessee shall abandon, vacate or surrender said premises, or be dispossessed by process of laws, or otherwise, any personal property belonging to Lessee and left on the premises shall be deemed and is hereby agreed by Lessee to be abandoned to and owned by Lessor, at the option of Lessor.

8. RULES AND REGULATION. Tenant will follow all rules and regulations, (and those as amended from time to time), which Lessor prescribes for the health, welfare and safety of all tenants and their employees, members and officers, invitees as well as the care and cleanliness of the building and the convenience of other tenants including the City, including but not limited to, rules and regulations relating to the use of the parking areas at the building. Tenant shall be responsible for ensuring that its agents, employees, invitees and guests abide by all rules and regulations of Lessor.

9. GENERAL RELEASE AND LESSOR'S NON-LIABILITY. LESSEE, AS A MATERIAL PART OF THE CONSIDERATION TO BE RENDERED TO LESSOR UNDER THIS LEASE, HEREBY WAIVES AND RELEASES AND ABANDONS ANY

AND ALL CLAIMS AGAINST LESSOR, ITS EMPLOYEES, REPRESENTATIVES, AGENTS AND OFFICIALS FOR DAMAGES TO PERSON OR PROPERTY, AND MERCHANDISE, IN, UPON OR ABOUT SAID PREMISES FROM ANY CAUSE ARISING AT ANY TIME, AND LESSEE WILL HOLD AND DOES HEREBY HOLD LESSOR EXEMPT AND HARMLESS FROM AND ON ACCOUNT OF ANY DAMAGES OR INJURY TO ANY PERSON, OR PROPERTY ARISING OUT OF ITS USE OR OCCUPANCY OR RENTAL OF THE FACILITY AS HEREIN PROVIDED AND AGREES TO INDEMNIFY AND DEFEND THE CITY AS TO ANY DAMAGES, CLAIMS, SUITS OR CAUSES OF ACTIONS THEREFORE INCLUDING ALL ATTORNEY'S FEES AND COSTS AND EXPENSE OF DEFENSES OF THE SAME BY THE LESSOR. Lessor shall not be liable to Lessee for any damages by or from any act or negligence of any co-tenant or other occupant of the same building, or by any owner or occupant of adjoining or contiguous property. Lessee agrees to pay for all damages to the building, as well as all damages to tenants or occupants therefore caused by Lessee's misuse, misconduct, or negligent acts or omissions relating to said premises, its apparatus or appurtenances. Lessee must name the City of Apalachicola and Tenant, as additional insureds on liability insurance to be carried and maintained by Lessee in amount acceptable by the City.

10. ENTRY BY LESSOR. Lessee shall permit Lessor and its agents to enter into and upon said premises at all reasonable times for the purpose of maintaining the building in which the said premises are situated, or for the purpose of making repairs, alterations or additions to any other portion of said building, including the erection of scaffolding, props, or their mechanical devices, or for the purpose of posting notices of non-liability for alterations, additions, or repairs, without any rebate of rent to Lessee or damages for and loss of occupation or quiet enjoyment of the leased premises thereby occasioned. However, it is agreed by Lessee that it shall be and is hereby responsible until termination or expiration of this Lease for the cleaning of said premises and to maintain the premises in its present good and clean condition and neat in appearance and Lessee shall provide all materials for its use and that of its invitees such as paper towels, toiletries, cleaning materials, etc. A clearly marked copy of the key/keys and/or combination to each lock must be maintained and provided to the City of Apalachicola.

11. ASSIGNMENT AND SUBLETTING. Lessee shall not assign this Lease, or any interest therein, and shall not sublet the said premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person (the agents and servants of Lessee excepted) to occupy or use the said premises, or any portion thereof, without such consent of Lessor first had and obtained. Lessor may withhold such written consent at its absolute and unrestricted discretion. This Lease shall not, nor shall any interest therein, be assignable, as to the interest of Lessee, by operation of law, or otherwise without the written consent of Lessor.

A. **SURRENDER OF PREMISES.** In case suit shall be brought for an unlawful detainer of said premises, for the recovery of any rent or payment due under the provision of this Lease, or because of the breach of any other covenant herein contained, on the part of Lessee to be kept or performed, Lessee shall pay to Lessor a reasonable attorney's fee which shall be fixed by the court, and such attorney's fee shall be deemed to have accrued on the commencement of such action and shall be paid whether or not such action is prosecuted to judgment.

12. TERMINATION. Anything in this Lease to the contrary notwithstanding Lessor at its option may terminate this Lease by written notice giving Lessee the opportunity to correct the stated breach or default within thirty (30) days and failing such Lessor may terminate this Lease and re-enter and take possession of the leased premises in the event of a default in the payment of the usage fee or a breach by the Lessee of any of the terms and conditions of this Lease. Provided that Lessee is not in default of this Lease and has satisfactorily performed all terms and

conditions on its part to be performed, Lessee shall have the right, subject to the conditions set forth in the Lease, to renew this Lease for a term of additional six months on conditions mutually agreeable to the parties hereto and such other requirements that may be imposed by regulatory authorities, and subject to and conditioned on Lessor's prior commitments to other lessees. In the event Lessee elects to renew this Lease, it shall give Lessor ninety (90) days written notice, and the terms must be negotiated and agreed upon prior to the termination of the terms then in effect.

Lessor, City of Apalachicola, shall have and reserves the right to terminate this lease without breach or any cause at its sole discretion by giving Lessee 30 days written Notice of Termination. Lessee will have the option to cancel the Lease with a 30-day written notice.

13. MISCELLANEOUS.

A. NOTICES. Notices given pursuant to the provisions of the Lease, necessary to carry out its provisions, shall be in writing, and delivered personally to the person to whom the notice is given, or mailed postage prepaid, addressed to such person.

Lessor's address for the purpose shall be:

City of Apalachicola
192 Coach Wagoner Boulevard
Apalachicola, FL 32320

Lessee's address for this purpose shall be:

CareerSource Gulf Coast
5230 W. Hwy 98
Panama City, FL 32401

All notices to be given to Lessee may be given in writing personally or by depositing the same in the United States Mail, Postage Prepaid and addressed to Lessee at the above address, whether or not Lessee has departed from, abandoned or vacated the premises.

14. ENTIRE AGREEMENT AND BINDING AFFECT. This Lease, together with all attached Exhibits (if applicable) which are hereby made a part of the Lease, contains the entire and only agreement between the parties. No oral statements or prior written statements not contained in this Lease shall have no effect. This Lease may not be modified except in writing by the Lessor and Lessee. This Lessee shall be binding on Lessor only after Lessor has signed and delivered a copy to Lessee. This Lease shall be for the benefit of and are binding upon Lessor and Lessee, and their respective heirs, personal representatives, successors and permitted assigns. Lessor may assign its interest in this Lease, and the Term "Lessor" means only the current owner of the building.

15. COMMON AREAS MEAN: All facilities furnished by Lessor that are designed for the general use, in common, of occupants of the building, including Lessee, its respective officers, agents, employees, and customers, including but not limited in any of the following which may be furnished by Lessor: restrooms, kitchen, parking areas, driveways, lobbies and entrances and exits thereto, and landscape areas. All such areas shall be subject to the exclusive control, administration and management of Lessor and Lessor shall have the right from time to time to change the area, level of, location, amount and arrangement and use of such areas, including parking areas, if any, and other facilities referred to above, and to restrict parking by Lessee and their employees/guests and to

make all rules and regulations pertaining thereto for the proper operation and maintenance of the Common Areas. Provided, however, any control, administration and management of such Common Areas, and any changes to the area, level of, location and amount and arrangement of such Common Areas shall not unreasonably restrict Lessee's use and enjoyment of its/this leased area during the term of this lease.

16. RESERVED:

17. PAYMENT: Lessee shall pay all monies due, without demand, deduction or set off, to Lessor at the place specified for notice in Section 25 below. Lessee also shall pay a late charge ("Late Charge") equal to five percent (5%) of the amount of any delinquent installment of rent as an administrative fee with each payment of rent or payment due not paid within five (5) days after same is due hereunder. The provisions herein for a Late Charge shall not be construed to extend the date for payment of any sums required to be paid by Lessee hereunder or to relieve Lessor of its obligations to pay all such items at the time or times herein stipulated. Notwithstanding the imposition of such Late Charge pursuant to this section, Lessee shall be in default under this Lease if any or all payments required to be made by Lessee are not made at the time herein stipulated.

18. SECURITY DEPOSIT (IF REQUIRED): Lessee shall deposit with Lessor upon execution hereof an amount equal to \$ _____ as security for Lessee's faithful performance of Lessee's obligations hereunder ("Security Deposit"). If Lessee fails to pay the monies due hereunder, or other charges due hereunder or otherwise defaults with respect to any provision of the Lease, Lessor may use, apply or retain all or any portion of the Security Deposit for the payment of any amount, or other charge in default or the payment of any other sum to which Lessor may become entitled under the Lease by reason of Lessee's default. The parties expressly acknowledge and agree that the Security Deposit is not an advance payment of rent or additional rent, nor a measure of Lessor's damages in the event of any default by Lessee. If Lessor so uses or applies all or any portion of the Security Deposit to any obligation due under the Lease, Lessee shall within ten (10) days after written demand therefor, deposit cash with Lessor in an amount sufficient to restore the Security Deposit to the full amount stated above and Lessee's failure to do so shall be a material breach of this Lease. Lessor shall be required to keep the Security Deposit separate from its general accounts, in trust for the Lessee, and shall provide to Lessee the location of such funds and the account number for the account in which it is held. If Lessee performs all of Lessee's obligations hereunder, the Security Deposit, or so much thereof as has not theretofore been applied by Lessor, shall be returned without payment of interest for its use to Lessee (or at Lessor's option, to the last assignee, if any of Lessee's interest hereunder) within ninety (90) days of the later of (i) the last of the Lease Term, (ii) the date Lessee vacated the premises, or (iii) the date Lessee has fulfilled all its obligations hereunder. Lessee acknowledges and agrees that Lessor shall have the right to transfer the Security Deposit to any assignee or other transferee of Lessor subject to the terms hereof, and that the provisions hereof shall apply to every such assignment or transfer to a new Lessor. Upon actual delivery of the Security Deposit to any assignee or other transferee of Lessor's interest in the premises, Lessor shall thereupon be discharged from any further liability with respect to the Security Deposit. Lessee hereby agrees not to look to any mortgagee as mortgagee, mortgagee-in-possession or successor in title to the premises for accountability for the Security Deposit unless the Security Deposit has actually been received by said mortgagee as security for Lessee's performance of this Lease.

19. LIENS: Notwithstanding any provision of this Lease to the contrary, Lessee shall never, under any circumstances, have the power to subject the interest of Lessor in the premises or building to any mechanics' or material men's liens or liens of any kind nor shall any provision in this Lease ever be construed as empowering Lessee to encumber or cause Lessee to encumber the title or interest of Lessor in the premises or building. In order to comply with the provisions of Section 713.10 Florida Statutes, it is specifically provided that neither Lessee nor anyone claiming by, through or under Lessee, including but not limited to contractors, subcontractors, material

men, mechanics and laborers, shall have any right to file or place any kind of lien whatsoever upon the premises or building or any improvement thereon, and any such liens are specifically prohibited. All parties with whom Lessee may deal are put on notice that Lessee has no power to subject Lessor's interest in any claim or lien of any kind or character, and all such persons so dealing with Lessee must look solely to the credit of Lessee, and not to Lessor's interest or assets. Lessee shall put all such parties with whom Lessee may deal on notice of the terms of this Section.

20. ACCESS: Upon reasonable notice, except in the case of an emergency, Lessor shall be permitted to enter the premises at all reasonable times with reasonable notice for the purposes of inspecting, repairing and leasing the premises and of ascertaining compliance by Lessee with the provisions of this Lease. Lessor shall use reasonable efforts so as to minimize any inconvenience to or disruption of Lessee. Lessor may show the premises to prospective purchasers, mortgagees, or Lessee's at any time.

21. LESSEE'S DEFAULT:

A. All rights and remedies of Lessor herein enumerated shall be cumulative, and none shall exclude any other rights or remedies allowed by law or in equity.

B. Any and all property which may be removed from the premises by Lessor, pursuant to the authority of this Lease or of law, to which Lessee is or may be entitled, may be handled, removed or stored by Lessor at the sole risk, cost and expense of Lessee, and Lessor shall in no event be responsible for the value, preservation or safekeeping thereof. Lessee shall pay to Lessor, upon demand, any and all expenses incurred in such removal and all storage charges against such property. Any such property of Lessee not removed from the premises or retaken from storage by Lessee within thirty (30) days after the end of the term or of Lessee's right to possession of the premises, however terminated, shall be conclusively deemed to have been forever abandoned by Lessee and may either be retained by Lessor as its property or may be disposed of as Lessor may see fit in its sole discretion.

C. In the event of a breach or threatened breach by Lessee of any of the terms, covenants and conditions of this Lease, Lessor shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if re-entry, summary proceedings and other remedies were not herein provided for. Lessee hereby expressly waives any and all rights, of redemption granted by or under any present or future laws in the event of Lessee's being evicted or dispossessed for any cause, or in the event of Lessor's obtaining possession of the premises, by reason of the violation by Lessee of any of the terms, covenants or conditions of this Lease or otherwise; and further expressly waives service of any notice of Lessor's intention to re-enter. Notwithstanding the aforementioned, Lessee shall pay all and singular the costs, charges, expenses, and attorney's fees, reasonably incurred or paid at any time by Lessor, including initial collection efforts and continuing through all litigation, appeals and any post-judgment execution efforts until fully satisfied, because of the failure of Lessee to perform, comply with and abide by each and every of the terms, covenants and conditions of this Lease.

D. **INSURANCE:** Lessee shall, during the Lease Term, procure at its expense and keep in force the following insurance:

1. Commercial general liability insurance naming the Lessor as an additional insured against any and all claims for bodily injury and property damage occurring in, or about the Premises arising out of Lessee's use and occupancy of the Premises and the common areas utilized by Lessee, its invitees, employees, agents, customers and members. Such insurance shall have a combined single limit of not less than \$1,000,000 per occurrence with a \$2,000,000 aggregate limit and excess umbrella liability insurance in the amount of \$5,000,000. Such liability insurance shall be primary and not contributing to any insurance available to Lessor and Lessor's

insurance shall be in excess thereto. In no event shall the limits of such insurance be considered as limiting the liability of Lessee under this Lease.

2. Worker's Compensation Insurance in accordance with Statutory Law, as applicable.

3. Certificates of insurance, naming Lessor as Additional Insured and Loss Payee shall for those required by Florida Law to have workers compensation insurance coverage and/or benefits offered be delivered to Lessor prior to the Lease Commencement date and annually thereafter at least thirty (30) days prior to the policy expiration date. Lessee shall have the right to provide insurance coverage which it is obligated to carry pursuant to the terms hereof in a blanket policy, provided such blanket policy expressly affords coverage to the Premises and to Lessor as required by this Lease. Each policy of insurance shall provide notification to Lessor at least thirty (30) days prior to any cancellation or modification to reduce the insurance coverage.

4. Lessee, as a material part of the consideration to Lessor, hereby assumes all risk of damage to property or injury to person, in, upon, or about the Premises from its own negligence, gross negligence, or intentional acts, except that which is caused by the negligence, gross negligence, or willful misconduct of the Lessor or its agents or any of them or Lessor's breach of this Lease. The provisions of this section shall survive the expiration or termination of this Lease with respect to any damage, injury, death, breach, claim or default occurring prior to such expiration or termination.

5. The policies required to be maintained by Tenant shall be with companies rated A-X or better by A.M. Best. Insurers shall be licensed to do business in the state in which the Premises are located and domiciled in the USA. Certificates of insurance, naming Landlord as Additional Insured and Loss Payee shall be delivered to Landlord prior to the Lease Commencement Date and annually thereafter at least thirty (30) days prior to the policy expiration date. Tenant shall have the right to provide insurance coverage which it is obligated to carry pursuant to the terms hereof in a blanket policy, provided such blanket policy expressly affords coverage to the Premises and to Landlord as required by this lease. Each policy of insurance shall provide notification to Landlord at least thirty (30) days prior to any cancellation or modification to reduce the insurance coverage.

In the event Tenant does not purchase the insurance required by this lease or keep the same in full force and effect, Landlord may, but shall not be obligated to purchase the necessary insurance and pay the premium. The Tenant shall repay to Landlord, as additional rent, the amount so paid promptly upon demand. In addition, Landlord may recover from Tenant and Tenant agrees to pay, as additional rent, any and all reasonable expenses (including attorneys' fees) and damages which Landlord may sustain by reason of the failure to Tenant to obtain and maintain such insurance. An amount equal to \$150.00 shall be charged as Additional Rent for each month in which Tenant fails to deliver to Landlord the insurance policies required herein.

22. ACCORD AND SATISFACTION: No receipt and retention by Lessor of any payment tendered by Lessee in connection with this Lease shall give rise to or support or constitute an accord or satisfaction, or a compromise or other settlement, notwithstanding any accompanying statement, instruction or other assertion to the contrary (whether by notation on a check or in a transmittal letter or otherwise), unless Lessor expressly agrees to an accord and satisfaction, or a compromise or other settlement, in a separate writing duly executed by Lessor. Lessor may receive and retain, absolutely and for itself, any and all payments so tendered, notwithstanding any accompanying instructions by Lessee to the contrary. Lessor will be entitled to treat any such payments as being received on account of any item or items of rent, interest, expense or damage due in connection therewith, in such amounts and in such order, as Lessor may determine in its sole discretion.

23. APPLICABLE LAW AND VENUE: This Lease shall be construed according to the laws of the State of Florida. Should any provision of this Lease require judicial interpretation, it is agreed by the parties hereto that the court interpreting or construing the same shall not apply a presumption that any such provision shall be more strictly construed against the party who itself or through its agent prepared the same, as all parties have participated in the preparation of the provisions of this Lease and that all terms, covenants and conditions were negotiable. Furthermore, a part of this Lease, it is agreed that any litigation regarding or arising out of the same, shall be brought in the courts in and for Franklin County, Florida (Circuit or County Court) as the creation of this Lease, the obligation to pay and the location of the space/rental used are located in Apalachicola, Florida.

24. SURRENDER OF PREMISES: Lessee agrees to surrender to Lessor, at the end of the Term or upon any earlier termination of this Lease, the Premises in (i) as good condition as the Premises were at the Lease Commencement Date, ordinary wear and tear excepted. (ii) Lessee shall remove its trade fixtures, furnishings and equipment from the Premises and shall repair any damage caused by such removal; and (iii) Lessee shall also remove all rubbish, trash and/or garbage from the Premises. Property not so removed by Lessee shall be deemed abandoned by Lessee, and title to the same shall thereupon pass to Lessor at Lessor's option. Lessee hereby expressly authorizes Lessor, as agent of Lessee, to remove such rubbish, trash and/or garbage and make such repairs as may be necessary to restore the Premises to such condition at the sole cost and expense of Lessee. The delivery of keys to any employee or agent of Lessor will not operate as a termination of this Lease or a surrender of the Premises unless such delivery of keys is done in connection with a written instrument executed by Lessor approving such termination or surrender.

25. ATTORNEY'S FEES: If either party brings an action to enforce the terms, hereof or declare rights hereunder, the prevailing party in any such action, on trial or appeal, shall be entitled to its costs and reasonable attorney's fees, including all appeals from the non-prevailing party. Jurisdiction for any lawsuit shall be Franklin County, Florida.

26. WAIVER OF SUBROGATION. Tenant and Landlord release each other and waive any right of recovery against each other for loss or damage to their respective property, which occurs on or about the Premises (whether due to the negligence of either party, their agents, employees, licensees, invitees or otherwise), to the extent that such loss or damage is reimbursed by insurance proceeds. Tenant and Landlord agree that all policies of insurance obtained by either of them in connection with the Premises shall contain appropriate waiver of subrogation clauses.

27. HAZARDOUS WASTE. Other than commercially reasonable quantities of general office supplies, provided Tenant's use complies with all Environmental Requirements and is incidental to Tenant's operation of its business, Tenant shall not cause, permit or suffer any Hazardous Material to be brought upon, treated, kept, stored, disposed of, discharged, released, produced, manufactured, generated, refined or used upon, about or beneath the Property by the Tenant, without the prior written consent of Landlord. From time to time during the term of this Lease, Tenant may request Landlord's approval of Tenant's use of other Hazardous Materials, which approval may be withheld in Landlord's sole discretion.

28. JURY WAIVER; COUNTERCLAIMS. LANDLORD AND TENANT HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM INVOLVING ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH (i) THIS LEASE, (ii) THE RELATIONSHIP OF LANDLORD AND TENANT, (iii) TENANT'S USE OR OCCUPANCY OF THE PREMISES OR (iv) THE RIGHT TO ANY STATUTORY RELIEF OR REMEDY. TENANT AGREES THAT IT SHALL NOT INTERPOSE ANY PERMISSIVE

COUNTERCLAIM OF ANY NATURE IN ANY SUMMARY PROCEEDING BROUGHT AGAINST TENANT BY LANDLORD TO OBTAIN POSSESSION OF THE PREMISES. THIS WAIVER IS MADE KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY BY TENANT. TENANT FURTHER ACKNOWLEDGES THAT IT HAS BEEN REPRESENTED (OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED) IN THE SIGNING OF THIS LEASE AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT COUNSEL, SELECTED OF ITS OWN FREE WILL, AND THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL. THIS PROVISION IS A MATERIAL INDUCEMENT TO LANDLORD IN AGREEING TO ENTER INTO THIS LEASE. TENANT ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THE MEANING AND RAMIFICATIONS OF THIS WAIVER PROVISIONS AND AS EVIDENCE OF THIS FACT SIGNS IT INITIALS OR THE INITIALS OF ITS DULY AUTHORIZED REPRESENTATIVE AT THE BOTTOM OF THIS DOCUMENT.

29. **INDIVIDUAL REPRESENTATION AND WARRANTY.** The individual representative of the Tenant executing this Lease hereby represents and warrants to Landlord that: (a) Tenant is in good standing under the laws of the State of Florida; (b) Tenant has full corporate power and authority to enter into this Lease and to perform all of Tenant's obligations under the Lease; and, (c) each individual signing this Lease on behalf of Tenant is duly and validly authorized to do so. Tenant shall not permit any affiliated entities or non-affiliated entities to operate within the Premises except for meetings in "Community Meeting Space, or identify the Premises as its principal place of business, principal address, or mailing address without the express prior written consent of the Landlord and without such entity or entities first agreeing in writing to being fully bound by the terms and conditions of the Lease. In the event of a default of this Section 50 of the Lease, the individual representative executing this Lease on behalf of the Tenant agrees to be personally and individually obligated to Landlord for the full and faithful performance of all terms, conditions, conveyances, obligations, and agreements contained in the Lease, including, but not limited to, the payment of rent and all other monetary obligations contained herein.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Agreement on the 7th day of January, 2020.

Signed, Sealed and Delivered in the presence of:

CITY OF APALACHICOLA,
a Florida Municipality

Witness

BY: _____

Title: _____

Printed name of witness

Witness

Facility Manager

Printed name of witness

ATTEST:

BY: _____

Title _____

Signed, Sealed and Delivered in the presence of:

CAREER SOURCE GULF COAST

Witness

BY: _____

Printed name of witness

Title: _____

Witness

Printed name of witness

CITY OF APALACHICOLA
EXHIBIT A

DESCRIPTION OF RENTAL SPACE:

2 offices

CITY OF APALACHICOLA
EXHIBIT B

PURPOSE/USE OF PREMISES:

- Workforce services, assist job seekers and employers, career training and educational opportunities, disaster recovery services.

APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: January 7, 2020

SUBJECT: Memorandum of Understanding – Mill Pond Maintenance and Management

AGENDA INFORMATION:

Agenda Location: Unfinished Business
Item Number: C
Department: Administration
Contact: Kevin Begos, Mayor
Presenter: Kevin Begos, Mayor

BRIEF SUMMARY: At their December 3rd meeting, the City Commission requested that the City Attorney draft a maintenance management agreement for the Mill Pond/Scipio Creek Boat Basin. The Attorney has drafted a Memorandum of Understanding between the City and the Mill Pond Committee that establishes the terms and conditions under which the function of management, maintenance and upkeep of the Mill Pond shall be assumed by the Committee, for the benefit of the City.

RECOMMENDED MOTION AND REQUESTED ACTIONS: To Approve the Memorandum of Understanding between the City of Apalachicola and the Mill Pond Committee for the Management, Maintenance and Upkeep of the Scipio Creek Boat Basin.

FUNDING SOURCE: Enterprise Fund – Scipio Creek Boat Basin

ATTACHMENTS: Memorandum of Understanding

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

**MEMORANDUM OF UNDERSTANDING
BETWEEN CITY OF APALACHICOLA
AND THE MILL POND COMMITTEE**

1. Parties. This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into by and between the City of Apalachicola, a municipality, whose address is 192 Coach Wagoner Blvd., Apalachicola, Florida 32320, and the Mill Pond Committee, a volunteer committee for the benefit of the City of Apalachicola, whose address is 192 Coach Wagoner Blvd., Apalachicola, Florida 32320.

2. Purpose. The purpose of this MOU is to establish the terms and conditions under which the function of management, maintenance and upkeep of the Mill Pond shall be assumed by the Mill Pond Committee, for the benefit of the City of Apalachicola.

3. Term of MOU. This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect until such time as may be terminated, without cause, by either a majority of the City of Apalachicola City Commission, or the Mill Pond Committee, upon ten (10) days written notice.

4. Roles and Responsibilities.

City of Apalachicola:

The City of Apalachicola shall maintain a “Mill Pond Committee Account” (hereinafter referred to as “MPCA”). Said funds shall be maintained in the City’s general operating account; however, the funds shall be dedicated specifically for utilization by the Mill Pond Committee. For the City Fiscal Year 2020/2021, the city shall reserve forty (40%) percent of all Mill Pond dock rental fees within the MPCA. For the City Fiscal Year 2021/2022, and onwards, the city shall reserve thirty (30%) percent of Mill Pond dock rental fees within the MPCA.

Funds held within the MPCA account shall be dedicated to the repair, maintenance and upkeep of the Mill Pond, including, but not limited to dock and piling repair, lighting and electrical repair and general clean up of the Mill Pond.

The City of Apalachicola City Commission shall have oversight and final approval of recommendations on slip rental fees and evictions of slip occupants (either for non-payment of slip rental fees and/or for failure to comply with reasonable rules/regulations/conduct that may be required of slip occupants).

Any proceeds generated in connection with fundraising activities of the Mill Pond Committee shall be maintained within the MPCA.

Mill Pond Committee:

The Mill Pond Committee shall be initially chaired by Kevin Martina, who shall assume Harbormaster duties for the Mill Pond, serving without salary. In the event Kevin Martina ceases to serve as chair and Harbormaster, his replacement shall be subject to the approval of the City of Apalachicola.

The Mill Pond Committee shall have exclusive control over allocation of expenditures out of the MPCA, and shall provide the City with invoices for all purchases and expenditures to be paid out of the MPCA.

The Mill Pond Committee shall make recommendations on slip rental fees and evictions of slip occupants, subject to the review and final approval by the City of Apalachicola City Commission.

The Mill Pond Committee shall make quarterly budget reports to the City of Apalachicola City Commission.

The Mill Pond Committee shall have the authority to organize fundraising efforts/events to increase funding for maintenance of the Mill Pond and such funds raised shall be deposited with the City of Apalachicola and applied to the MPCA.

5. General Provisions

A. Amendments. Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

B. Applicable Law. The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Florida.

D. Entirety of Agreement. This MOU, consisting of ___ pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

E. Severability. Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

F. Sovereign Immunity. The City of Apalachicola and its respective governing committees do not waive their sovereign immunity by entering into this MOU, and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

G. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

6. Signatures. In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

City of Apalachicola

Mayor Kevin Begos

Date

Mill Pond Committee

Chairman Kevin Martina

Date

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

SUBJECT: Public Rights-of-Way Encroachment Policy

AGENDA INFORMATION:

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

BRIEF SUMMARY: The public rights-of-way are unique public resources held in trust by the City for the benefit of the public. Governing bodies have developed public right-of-way encroachment policies to guide the public, staff and appointed boards and committees in the current and future use of public easements and rights-of-way. Policies across the State vary - some allow no use or encroachment into the public right of way while others allow significant encroachment as long as certain public needs are met. Others find it in the public interest to encourage private development in certain areas of the City that will allow structures or activities to remain or be constructed under, on, or over streets, alleys or rights-of-way. The City of Apalachicola has identified in its Land Development Code and the Comprehensive Plan the importance of the original plat and the need to protect and preserve the grid system of streets, alleys and blocks. However, over time, private uses of the public rights-of-way have either been allowed or allowed to remain unintentionally and infringe on public property. Therefore, staff is recommending the development of a Public Rights-of-Way Encroachment Policy/Ordinance. This policy will provide guidelines for the review of private and public structures in the public rights-of-way and consist of general policy statements and standards for the construction of above-grade, at-grade, and below-grade structures in the public rights-of-way.

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

FUNDING SOURCE: Not Applicable

ATTACHMENTS: None.

STAFF'S COMMENTS AND RECOMMENDATIONS: Property owners, with increasing frequency, are seeking City permission to construct or encroach upon the City's rights-of-way and/or easements. It has been the general policy of the City that the public rights-of-way shall be reserved for public use or open space; and that the rights of the public, present and future, shall not be diminished by the installation of private improvements within the public rights-of-way. However, staff does see the value in allowing certain landscaping components, incidental architectural details, or nonoccupiable space as long as the policy protects the public's interest in the provision of utilities to our customers and the movement of vehicles, pedestrians and/or goods. A well thought out policy on this matter is needed to help guide future decision making. In November, the Board requested that this matter be placed back on the agenda for discussion in January.

**APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: January 7, 2020**

SUBJECT: Professional Services - Forensic Examination Services

AGENDA INFORMATION:

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

BRIEF SUMMARY: At the November 19th meeting, the City Commission requested that a Request for Proposals (RFP) be developed and advertised from qualified auditing firms to perform a forensic in nature Agreed Upon Procedures Audit for the City of Apalachicola. No proposals were received by the deadline. At the December 3rd meeting, the City Commission requested that the RFP be readvertised. On December 16th, the City received two proposals. A summary of the responses and copies of the two proposals are attached.

RECOMMENDED MOTION AND REQUESTED ACTIONS: To Authorize the City Manager and Mayor to Negotiate a Services Contract with _____ for Forensic Services in the amount of \$_____ and to Authorize the Mayor to Execute the Services Contract.

FUNDING SOURCE: Governing Body – Professional Services

ATTACHMENTS: Evaluation Criteria; RFP Summary and Responses

STAFF'S COMMENTS AND RECOMMENDATIONS: As stated in the RFP, the evaluation of the proposals will be undertaken by the City Commission. The Commission will compare and evaluate the responses to determine the strength and ability to provide the services required using the following criteria:

Qualifications and Experience of Respondent	45 Points
Letter of Introduction and Approach to Work	25 Points
Price Proposal	15 Points
Key Personnel and References	15 Points

Other criteria may be considered if applied evenly and fairly to all proposals. The final selection process may also include submission of additional information or participation in an interview.

CITY OF APALACHICOLA
 REQUEST FOR PROPOSALS
 FORENSIC EXAMINATION SERVICES

NAME	CURRENT LICENSE	STATEMENT OF QUALIFICATIONS	METHODOLOGY, APPROACH & OBJECTIVES	KEY PERSONNEL & QUALIFICATIONS	INSURANCE	DISADVANTAGED ENTERPRISE	LIST SIMILAR PROJECTS	REFERENCES	SCHEDULE OF FEES	ATTACHMENTS
Roberson & Associates, PA	Yes	Yes	Yes	Yes	Yes	Not considered Disadvantaged Business	Yes	Yes	Yes - Not to exceed \$8,000	Yes - All
Cart, Riggs & Ingram	Yes	Yes	Yes	Yes	Yes	Not Listed	Yes	Yes	Yes - \$15,810 Travel & Out-of-Pocket cost billed separately based on actual cost incurred	Yes - All

EVALUATION CRITERIA

The evaluation of Proposals will be undertaken by the City Commission. The City Commission will compare and evaluate all RFP packages to determine the strength and ability of the potential proposers to provide the services required in the most advantageous manner to the City, using the following criteria:

A. Qualifications and Experience of Respondent	45 Points
B. Letter of Introduction and Approach to Work	25 Points
C. Price Proposal	15 Points
D. Key Personnel and References	15 Points

The final selection process may include the submission of additional information and/or participation in an oral interview.

The City Commission will not be limited to the criteria referred to above, and the Commission may consider other criteria that they identify as relevant during the evaluation process. The Commission may apply the evaluation criteria on a comparative basis, evaluating the Proposals by comparing one Proposal to another Proposal. All criteria considered will be applied evenly and fairly to all Proposals.

The City Commission may, at its discretion, request clarifications or additional information from a Proposer with respect to any Proposal, and they may make such requests to only selected Proposers. The City Commission may consider such clarifications or additional information in evaluating the Proposal.

REJECTION OF SUBMITTALS

1. The City may reject any or all proposals whenever it is deemed in the best interest of the City to do so.
2. The City may reject any part of a proposal whenever it is deemed in the best interest of the City to do so.
3. The City may waive any minor informalities or irregularities in any proposal.
4. The City reserves the right to award the contract to a vendor submitting a responsive submittal with a resulting negotiated agreement which is most advantageous and in the best interest of the City of Apalachicola. The City of Apalachicola shall be the sole judge of the submittals and the resulting negotiated agreement that is in its best interest and its decision shall be final.



**ROBERSON &
ASSOCIATES, P.A.**
CERTIFIED PUBLIC ACCOUNTANTS

Port St. Joe, Florida
Apalachicola, Florida
Carrabelle, Florida

Vance CPA, LLC
Governmental Auditing Firm

RFP

**Forensic Services for
City of Apalachicola**

Submitted By:

Roberson & Associates, P.A.

219 Avenue E
Apalachicola, FL 32320

Vance CPA, LLC

219B Avenue E
Apalachicola, FL 32320

Responsible Office:

219 Avenue E
Apalachicola, FL 32320

Contacts:

Ralph C. Roberson, CPA, Engagement Coordinator
Ben Vance, CPA, Principal and Engagement Manager
Paul Marxsen, Staff Lead

Telephone: 850/653-1090

Fax: 850/653-1091

ralph@rapacpas.com

ben@vancecpa.com

paul@rapacpas.com

Phone 850-227-3838
116A Sailors Cove Dr., Port St. Joe, FL 32456

Phone 850-697-2542
P. O. Box 629, Carrabelle, FL 32322

Phone 850-853-1090
219 Avenue E, Apalachicola, FL 32320



**ROBERSON &
ASSOCIATES, P.A.**
CERTIFIED PUBLIC ACCOUNTANTS

Vance CPA, LLC
Governmental Auditing Firm

Port St. Joe, Florida
Apalachicola, Florida
Carrabelle, Florida

Cover Letter

Forensic Services RFP City of Apalachicola, Florida

December 10, 2019

City of Apalachicola Board of Commissioners
Apalachicola, Florida

Roberson & Associates, P.A. and our associated firm **Vance CPA, LLC** are pleased to present to you our response to the RFP for forensic services for the City of Apalachicola. To provide the most responsive, timely and economical forensic services to the City, our Apalachicola office will be the responsible office.

Meeting the standards to provide forensic services to the City requires that we are proficient and knowledgeable first in governmental accounting standards. Our relevant qualifications and experience in governmental accounting includes financial auditors for area clients including, City of Port St. Joe (since 2011), City of Mexico Beach (since 2014), Franklin County (since 2012) and Gulf County (since 2010). In addition we provide governmental auditing and consulting services to over thirty five cities in Northwest Florida, Alabama and Tennessee. Through our work with the Cities of Mexico Beach and Port St. Joe, we are very familiar with issues related to Water and sewer funding, loans and grants in an environment with limited resources and staffing.

Included in our attached response to your RFP for forensic services please find the submission requirements for our firms.

We thank you for the opportunity to present our qualifications, scope of services and our approach to providing you with quality forensic services and most importantly, recommendations regarding opportunities for improvement. We are pleased to be a part of Apalachicola, and providing local jobs and community support for eighteen years.

Sincerely,
For the Firms

Ralph C. Roberson, CPA
Engagement Coordinator

Page 1

Submission Requirements

Proof of Licensure

Certified Public Accounting Firms licensed in Florida under F.S. 473:

Vance CPA, LLC License: AD 66745

Roberson & Associates, P.A.: License: AD 67478

Statement of Qualifications to perform advertised work:

Standards:

We will perform the engagement in accordance with AICPA Standard Practices for forensic accounting engagements. These standard practices require that we conduct our procedures utilizing an independent mindset in the identification, pursuit, analysis and evaluation of information relevant to the engagement. Our findings and conclusions will be presented in an objective and unbiased manner. Specific procedures will be established as the engagement progresses and additional information is obtained.

The firms meet the governmental requirements as defined by the AICPA, U.S. Office of Management and Budget, Circular No. A-133, General Accounting Office (GAO) Government Auditing Standards, section 11.45 F.S., Rules of the Auditor General, local government units.

Relevant Experience:

Forensic accounting services have been provided to the following:

- Franklin County Property Appraisers Office (Reference letter provided)
- Gulf County Tourist Development Council (Reference letter provided)
- Northwest Florida Child Development Center (Services ongoing)
- Lanark Village Volunteer Fire Department (Special District Tax Funds) (Services ongoing)
- St. George Island Volunteer Fire Department (Including Special District Tax Funds)
- Franklin County Clerk of Courts Fines and Fees accounts by independent contractor.
- City of Bridgeport, Al. Court Clerk office
- Bear Creek, AL. Development Board, Office of Chairperson.

Other governmental audit work indicating our experience, qualifications and proficiency in governmental accounting is detailed in paragraph two of our cover letter.

Quality Control and Inspection:

The Firm maintains a system of quality control designed to meet the quality standards required to perform governmental audits.

Government audits may be subject to normal regulatory desk reviews and Peer Reviews. The firm has had no adverse findings. Our firm meets all specific requirements, rules and regulations imposed by state and federal law. The Firm has never had any disciplinary action taken, nor are we aware of any actions pending.

Methodology, Approach and Objectives

Approach:

The approach to accomplish the objectives as defined by the Scope of Work requested by the City in the Request for Proposal includes a process unique and tailored to the City of Apalachicola. Benefits oriented, aimed at enhancing the operations and finances of the City. Risk driven, focused on areas of greatest risk and concern. Planned to minimize disruptions to City staff and date conscious to meet agreed upon timelines. Findings of non-compliance, irregularities and violations of laws and procedures will be documented and supported in sufficient detail to present to the City Commission and proper authorities as required and for further action by authorities.

We have a proven track record of completing our engagements on time and within budget for our clients. We have the professional resources and time allocated to perform the engagement for the City of Apalachicola. Working from our Apalachicola office, we will eliminate the need for travel time and will be efficient, responsive and cost effective to ensure the best economic value and quality results for the City.

Methodology:

The general methodology includes:

- Familiarization and planning the engagement including evaluating internal controls and assessing risk. Determine time periods and areas to be examined. Communicate with management progress/issues.
- Perform field work, examine and process documentation. Identify areas of risk and non-compliance. Test accounts and documentation, perform analysis. Communicate with management progress/issues.
- Review, verify and finalize findings. Determine compliance issues, and violations of rules, procedures and laws. Communicate with management progress/issues.
- Report Phase. Draft the report of findings and prepare any supplementary data. Review the draft report with management. Perform follow up as needed and resolve any outstanding issues. Issue final report.
- Provide management a summary of recommendations for improvements. Meet with management to review.

Be available to attend Commission meetings as needed. We will be available to expand services if needed, based on findings and the direction of the City management. We recognize that time is of the essence and will work to meet agreed upon timelines.

Objectives:

To complete the scope of work as defined in the City Request for Proposal for Forensic Services in a timely, efficient manner and to provide detailed documentation of findings as appropriate.

Key Personnel and Qualifications

The Firms have assembled a team of qualified professionals to complete the audit work.

Ben Vance, CPA: Engagement Partner, Manager. Relevant experience includes over 32 years of governmental auditing. Fraud Examiner, IT Specialist. Provided expert witness testimony to over fifteen Grand Jury investigations. Wrote and taught two courses for the Center for Government at Auburn University. Member of the AICPA and ASCPA.

Ralph C. Roberson, CPA: Engagement Coordinator. Thirty nine years as CPA with relevant experience including over 20 years of experience in governmental auditing. Former Public Accounts auditor with the Florida Auditor General's Office including performing forensic accounting services. Member of the FICPA.

Paul Marxsen: Auditor / Accountant. Relevant experience as accountant and auditor for over 25 years, including governmental and non-profit accounting services.

Michael McKenzie, CPA: Accountant / Auditor, with relevant governmental experience of over 15 years. Member of the FICPA.

Other accounting staff: Mark Edenfield, Accountant, experience in banking and fraud examinations.

Training and Continuing Education Requirements

CPA key personnel are required to meet specific continuing education requirements related to governmental standards. These requirements have been met.

Insurance

Required Florida insurance coverage includes:

Professional Liability with Camico Insurance Company. Policy FL104497, expires 3/1/20.

Workers Compensation Insurance with Markel Company. Policy MWC0048523-07, expires 4/1/20.

Auto Insurance with Progressive Insurance Company. Policy 03974691-3, expires 11/30/20.

Disadvantaged Enterprise

Our firms are NOT considered Disadvantaged Business Enterprises.

List of similar projects

Included under relevant experience on page two.

References

Included as Exhibit H

Schedule of Fees

Our professional fees for this engagement will be determined by the staff assigned and the total time required to complete the examination and report. Based on the Scope of Work presented, and anticipated cooperation of City staff to provide documentation requested, we estimate that our fees will not exceed \$8,000. There are no travel fees or out of pocket expenses.

Should we determine that more time is need or if the City desires to expand the engagement based on findings, we will discuss with you any necessary increase in fees prior to proceeding.

Schedule of Staff Fees for additional work:

Engagement Manager	\$120 / hr.
Engagement Coordinator	\$90 / hr.
Accountant	\$75 / hr.
Other Staff	\$60 / hr. to \$45 / hr.

Attachments

- Attachment A – No Lobbying Affidavit
- Attachment B – Anti-Collusion and No Gifts Affidavit
- Attachment C – Public Entity Crime Statement
- Attachment D – Conflict of Interest Disclosure Form
- Attachment E – Immigration Law Certificate
- Attachment F – Drug-Free Workplace Certification
- Attachment G – Exception to Solicitation
- Attachment H – Two Recommendation letters

RFP Forensic Services

City of Apalachicola

Attachments

- 1) Affidavits (Pages 9 – 18)
- 2) Reference Letters (Attachment H)

ATTACHMENT A
NO LOBBYING AFFIDAVIT

STATE OF FLORIDA
COUNTY OF Franklin

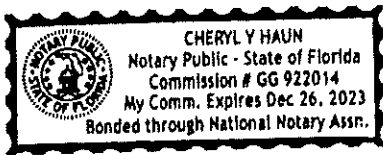
This 10th day of December, 2019 _____

Being first duly sworn, deposes and says that he/she is the authorized representative of
Vance CPA, LLC
Roberson & Associates P.A. (Name of contractor, firm, or individual) respondent

to the attached Request for Qualifications issued by the City of Apalachicola for Forensic Services,
and that the respondent and any of its agents agrees to abide by the City of Apalachicola no
lobbying restrictions in regard to this solicitation.

Rose C. Bae
Affiant

Sworn to (or affirmed) and subscribed before me this 10th day of December
2019, by Ralph C. Roberson.



Cheryl Y. Haun
Signature of Notary Public, State of Florida

Cheryl Y. Haun
Print, Type or Stamp Commissioned Name

Personally Known X OR Produced Identification _____

Type of Identification Produced _____

**ATTACHMENT B
ANTI-COLLUSION & NO GIFTS AFFIDAVIT**

STATE OF FLORIDA
COUNTY OF Franklin

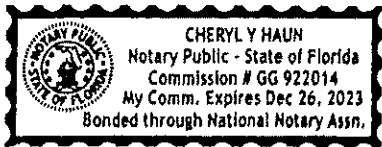
Ralph C. Roberson being first duly sworn, deposes and says that he/she
Vance CPA, LLC
is the authorized representative of Roberson & Associates (name of proposer) and
certifies as true the following statements:

Anti-collusion statement: The respondent has not divulged to, discussed, or compared
his/her/its submission with other respondents and has not
colluded with any other respondent or parties to the
solicitation whatsoever.

No gifts statement: The respondent understands that no rebates, gifts, gratuities
or offers of employment are permitted with, prior to, or after
the submission. Any such violation will result in rejection of
the submission and removal from the procurement list(s).

Ralph C. Roberson
Affiant

Sworn to (or affirmed) and subscribed before me this 10th day of December
2019, by Ralph C. Roberson



Cheryl Y. Haun
Signature of Notary Public, State of Florida

Cheryl Y. Haun
Print, Type or Stamp Commissioned Name

Personally Known X OR Produced Identification _____

Type of Identification Produced _____

**ATTACHMENT C
PUBLIC ENTITY CRIME AFFIDAVIT**

As provided in Florida Statute 287.133(2)(a), a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 any public entity; and may not transact business with any public entity in excess of the threshold amount provided in F.S. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

SWORN STATEMENT PURSUANT TO FLORIDA STATUTE 287.133 ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to City of Apalachicola, Florida

BY: Ralph C. Roberson, CPA, Coordinator
(print individual's name and title)

Vance CPA, LLC
For: Roberson & Associates, P.A.
(print name of entity submitting sworn statement)

Whose business address is:

219 Avenue E Apalachicola, FL 32320

Federal Employer Identification Number (FEIN) is: 59-3721216

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), F.S., means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), F.S., means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), F.S. means:

A. A predecessor or successor of a person convicted of a public entity crime; or

B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prime facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), F.S., means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies)

 X

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the Final Order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Ralph C. Roberson
Signature

Sworn to (or affirmed) and subscribed before me this 10th day of December
2019, by Ralph C. Roberson

Cheryl Y. Haun
Signature of Notary Public, State of Florida



Cheryl Y. Haun
Print, Type or Stamp Commissioned Name

Personally Known OR Produced Identification

Type of Identification Produced _____

**ATTACHMENT D
CONFLICT OF INTEREST DISCLOSURE FORM**

For purposes of determining any possible conflict of interest, all respondents must disclose if any City of Apalachicola employee(s), elected official(s), or any of its agents is also an owner, corporate officer, director, employee, agent, etc., of their business.

Indicate either "yes" (a City employee, elected official or agent is associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

YES _____ NO X

NAME(S)

POSITION(S)

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Firm Name: Vance CPA, LHC
Roberson & Associates P.A.

By (Printed): Ralph C. Roberson, CPA

Title: Coordinator / officer

Address: 219 Avenue E

Apalachicola, FL 32320

Phone Number: 850 - 653 - 1090

**ATTACHMENT E
IMMIGRATION LAW CERTIFICATION**

The City of Apalachicola will not intentionally award City contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 a(e) Section 274a(e) of the immigration and nationality and ("INA").

The City of Apalachicola may consider employment by any contractor of unauthorized aliens a violation of Section 274a(e) of the INA. Such violation by the recipient of the employment provisions contained in Section 274a(e) of INA shall be grounds for unilateral cancellation of the contract by the City of Apalachicola.

Respondent attests that it is fully compliant with all applicable immigration laws, specifically relating to the INA and subsequent amendments.

Vance CPA, LLC
Roberson & Associates P.A.
Company Name

Ree C. Rose
Signature

Coordinator/officer
Title

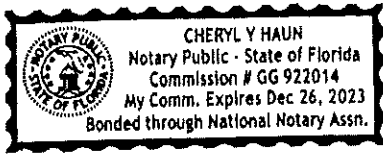
December 10, 2019
Date

State of Florida

County of Franklin

Sworn to (or affirmed) and subscribed before me this 10th day of December

2018, by Ralph C Robertson



Cheryl Y. Haun
Signature of Notary Public, State of Florida

Cheryl Y. Haun
Print, Type or Stamp Commissioned Name

Personally Known X OR Produced Identification _____

Type of Identification Produced _____

**ATTACHMENT F
DRUG-FREE WORKPLACE CERTIFICATION**

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the work place and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction or plea of guilty or nolo contendere to any violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Signature: Bill C. Brown Date December 10, 2019
Printed Name & Title: Coordinator / Officer
Vance CPA, LLC
Company: Roberson & Associates P.A.
Address: 219 Avenue E
Apalachicola, FL 32320
Phone Number: 850-653-1090

**ATTACHMENT G
EXCEPTION TO SOLICITATION**

Each respondent may submit this form, as necessary, to sufficiently list all exceptions and variations from specifications. Please list, as shown, by page and item, if respondent is unable to supply the specified item or chooses to provide the specified item in an alternative manner. The City of Apalachicola shall be the sole judge of a proposed substitution equivalency.

SPECIFICATION:	PAGE:	ITEM:	NOT AVAILABLE/EXPLANATION:
-----------------------	--------------	--------------	-----------------------------------

None

Richard Watson, CFC

Franklin County Tax Collector
rwatson@franklincountytaxcollector.com

Apalachicola Office
33 Market Street, Suite 202
Post Office Drawer 188
Apalachicola, Florida, 32329
850.653.9323
Fax 850.653.2529

Carrabelle Office
1647 Highway 98 E
Carrabelle, Florida 32322
850.697.3263
Fax 850.653.2457



December 10, 2019

Apalachicola City Commission

Apalachicola, FL 32320

RE: Recommendation for Roberson & Associates, PA

Dear Commissioners:

I have been asked to provide a recommendation for the accounting firm of Roberson & Associates PA.

When I took office as Franklin County Tax Collector on April 10, 2017, I requested a standard audit of the office for the period October 1, 2016 through April 9, 2018 which was the first two quarters of the current fiscal year for the office. As the audit progressed, questions arose about certain entries and I was asked to provide information for the four prior years and for the period I had been in office. The audit was conducted in a timely manner.

The firm was prompt, professional and performed the extended audit under budget. I am happy to recommend the firm and would be happy to answer any questions you may have.

Sincerely,

A handwritten signature in cursive script that reads "Richard Watson".

Richard Watson

**BOARD OF COUNTY COMMISSIONERS
GULF COUNTY, FLORIDA
COUNTY ADMINISTRATOR'S OFFICE
Michael L. Hammond, County Administrator**
1000 CECIL G. COSTIN SR. BLVD., ROOM 302, PORT ST. JOE, FLORIDA 32456
PHONE (850)229-6106 • FAX (850) 564-7503 • EMAIL: bocc@gulfcountry-fl.gov
DATE AND TIME OF MEETINGS • FOURTH TUESDAY AT 9:00 A.M., E.T.

December 10, 2019

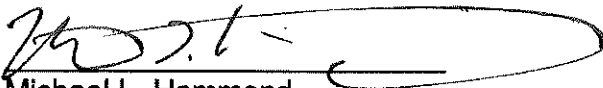
City of Apalachicola Commissioners
Apalachicola, Florida

I am pleased to provide a recommendation for our audit team, Roberson & Associates P.A. and Vance CPA, LLC. We engaged them to perform a forensic examination of the Gulf County Tourist Development Council with a budget of several million dollars. The focus of the examination included improper expenditures and issues with contracts and grants.

This team was professional in their approach with some sensitive issues in our small County and delivered a report with substantial documentation uncovering many non-compliance issues. The result of their work led to a change in administration of the TDC and improvements in the internal controls. They performed their work under budget. As a firm with a local office, they were timely, responsive and easy to work with.

If you have any questions, please do not hesitate to contact me at 850-229-6106.

Sincerely,



Michael L. Hammond
Gulf County Administrator

CRI

Helping You Shine
by Illuminating Solutions



professional services

PROPOSAL FOR

City of Apalachicola, Florida

December 16, 2019

PROPOSER

Carr, Riggs & Ingram, LLC
1117 Boll Weevil Circle
Enterprise, AL 36330
(334) 374-0088



CRI CARR
RIGGS &
INGRAM

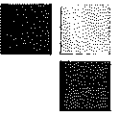
CPAs and Advisors

CRlcpa.com

SUBMITTED BY

Michael Maddox
Engagement Partner
mmaddox@cricpa.com

TABLE OF CONTENTS



LETTER OF INTEREST1

PROJECT UNDERSTANDING2

PROJECT APPROACH3

CAPABILITIES AND EXPERIENCE5

REFERENCES16

FEE SCHEDULE17

ATTACHMENTS

INSURANCE

LETTER OF INTEREST

Dear Evaluation Committee,

Carr, Riggs & Ingram, LLC ("CRI") appreciates the opportunity to propose on the forensic in nature Agreed upon Procedures engagement (the "Engagement") for the City of Apalachicola, Florida ("the City"). We understand that the engagement focuses on the use of City credit cards to purchase goods and services; a review of vehicle insurance policies; financial transactions related to the State Revolving Loan Fund; transfers of funds from the Water and Sewer Fund to the General Fund; and financial transactions relating to the Scipio Creek Improvement Project related to potential over-charges or non-performance. The City has also outlined certain required procedures related these areas, which we understand will be finalized and incorporated into an engagement letter upon award. We are genuinely excited about the prospect of serving you and establishing a long-term relationship. We pride ourselves on getting to know our clients and illuminating solutions by providing innovative ideas to assist in identifying fraud risks, detecting fraudulent activities and preventing fraudulent activities while promoting transparency in the process.

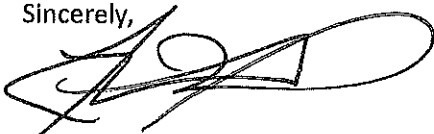
We are committed to providing the requested scope of services in a proactive, accurate, fair, professional and timely manner for the City. Outlined below are several major points, which we believe demonstrate that we are the most qualified group of professionals with the desire and ability to serve the City in meeting its objectives. The advantages to you are:

- **CRI has a superior team of professionals with extensive forensic, fraud risk assessment and governmental experience to commit to this engagement.** The engagement team has extensive experience in forensic investigations and fraud risk assessments including cases of contract compliance, employee maleficence and fraud. Members of the team have testified before federal, state and county courts and before grand juries. CRI also currently audits a significant number of cities and towns throughout the United States.
- **CRI will also bring a fresh perspective to the City.** Our extensive experience in performing a variety of fraud risk assessments, fraud investigations and internal audits for similar governments and organizations will enable us to bring fresh insights and innovative methods to help the City identify and quantify any abnormal or irregular financial or non-financial activities as well as the applicable fraud risks and vulnerabilities.
- **CRI will consider the City to be a significant client.** The City will therefore command the attention of the partners of our firm, including partner involvement in planning, review and supervision. **We assure you that you will receive the highest level of service.**

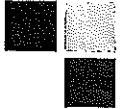
Michael Maddox is authorized to make representations, enter into negotiations for the firm, and bind the firm to this proposal. His title, address, telephone number and e-mail address is included below.

We are convinced that after you review our proposal, you will find that we have the experience, personnel and resources necessary to provide a superior level of service to the City that cannot be matched by any other firm. This proposal is a firm and irrevocable offer for 120 days.

Sincerely,



Michael Maddox, CPA, CFF, CFE
Partner
Carr, Riggs & Ingram, LLC
1117 Boll Weevil Circle
Enterprise, AL 36330
(334) 347-0088
mmaddox@cricpa.com

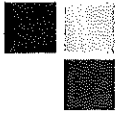


UNDERSTANDING OF THE FORENSIC ENGAGEMENT

CRI understands that the City has various concerns regarding the use of City credit cards to purchase goods and services; a review of vehicle insurance policies; financial transactions related to the State Revolving Loan Fund; transfers of funds from the Water and Sewer Fund to the General Fund; and financial transactions relating to the Scipio Creek Improvement Project related to potential over-charges or non-performance.

The scope of services will cover a period of three to four years for three credit cards; vehicle insurance policies for four years; financial transactions relating to the State Revolving Loan Fund through the Department of Environmental Protection regarding final destination of funds transferred from the Water and Sewer to the general fund estimated to be between \$400,000 and \$500,000 for a period of four years; and financial transactions related to the Scipio Creek Improvement Project for overcharged work and non-performance.

This scope of services and specific procedures to be performed will be finalized after interviews with the City Council, which will allow us to understand each council member's concerns regarding the transactions in question and design procedures which will adequately address all concerns. Questions posed by the council members as well as the underlying concerns regarding the transactions described above will be addressed in detailed written reports and a verbal presentation before the City Council upon completion of the work. All working papers and reports will be retained, at CRI's expense, for a period of not less than five years, unless we are notified in writing by the City of a need to extend the retention period. The working papers will be made available upon request to the City or its designees.



OVERALL APPROACH

We are proud of our hands-on, service-centric and results-oriented approach. Combining that approach with quality controls and superior talent allows us to help you achieve your goals and strengthen your management systems and processes. This approach is further emphasized through our three core values which guide our team’s behavior and function as the foundation for interactions with our clients and each other.



While every forensic engagement is unique and requires a tailored plan, CRI’s general approach, firm methodology, adherence to quality and segmentation of the engagement does not change.

GENERAL APPROACH

Our general approach is risk-based, specifically tailoring our procedures to the engagement’s unique circumstances. We design the nature, timing and extent of our procedures based on a comprehensive planning process that includes evaluation of internal control and known risks, inquiries with client personnel, and internal strategy sessions. We involve partner and manager-level personnel in all phases of our engagement and use our experience, technology and experienced staff to execute an effective and efficient work plan.

FIRM METHODOLOGY

Our work product will be documented in our engagement management software, which provides effective and efficient documentation of our engagement and allows our team to work together, securely, in real-time. Virtually all of our documentation and copies of any evidence is maintained electronically. Our audit, tax, consulting and client accounting services documentation is maintained electronically for seven years.

All of our offices are connected through a wide-area network. This network in connection with our paperless documentation system and collaborative communication systems allows our professionals to prepare and review work papers whether on site or in the office.

ADHERENCE TO QUALITY

Compliance with our methodology is regularly reviewed and evaluated as part of our internal quality program. Comprehensive policies and procedures governing all of our practices and addressing professional and regulatory standards and implementation issues are constantly updated for new professional developments and emerging issues.

As part of our quality control, all engagement work papers will be reviewed and signed off by at least two (2) members of our engagement management team (Partner and/or Manager), and our work products will be subjected to a three (3) person review process.

SEGMENTATION OF THE ENGAGEMENT

In order to ensure that we conduct our forensic engagements in the most efficient and effective manner, CRI has developed a three phase forensic engagement approach. This approach is designed to ensure that our procedures remain focused on the appropriate objectives while ensuring that your fees are contained and unnecessary procedures are avoided. The three phases include:

- Phase I** Planning the engagement and gaining an adequate understanding of the client's concerns, processes and key controls. Designing tests for in scope areas.
- Phase II** Performing Initial Testing and Reporting Results
- Phase III** Expanding Testing, if deemed necessary, based on results of Phases I and II. This phase is only performed at the discretion of the City Council and management and any expansion of scope and fees would be negotiated prior to incurring any additional cost.

Each phase will include significant engagement partner and manager involvement, and we will staff each phase appropriately with personnel based on their experience level, knowledge of the subject matter, and performance abilities.

FORENSIC APPROACH

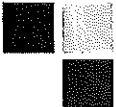
In forensic engagements, CRI employs a number of specialized techniques and forensic software that allow us to obtain independent data and perform a variety of forensic analytics. Forensic engagements often involve unique or unforeseen issues/problems that need unique solutions. CRI's Forensics team is known to develop and provide these unique solutions to governments, corporations, attorneys and law enforcement.

RESOLVING ISSUES

Consistent communication is key to completion of the forensic engagement. By ensuring constant involvement, we are in a better position to respond to your issues timely and efficiently. Therefore, we plan to meet with the City Council to finalize the scope of work and understand the City Council's concerns.

We also plan to meet with City management to understand management's concerns and obtain an understanding of the City's internal controls and processes for the transactions involved. As the engagement progresses, we plan to communicate any issues and/or concerns to the City Council on a regular basis. This will allow the City to respond timely to any issues and/or concerns and take immediate action, if necessary.

CAPABILITIES AND EXPERIENCE



CRI will deliver deep resources, ability and experience, ensuring first-class engagement management. A sample of CRI's Forensic Team's most recent forensic government experience is listed below.

CLIENT NAME	ENTITY / RELEVANCE	SCOPE OF SERVICES PROVIDED
Holmes County, Florida	Local County Government	We performed certain investigative procedures on the Holmes County Clerk of Court's travel expenditure reimbursements. As a result of our Phase I and II procedures, which included sampling of travel reimbursements, management elected to move to Phase III which resulted in extension of testing to 100% of the 2018 travel expenditures. Our procedures included reviewing supporting documentation, including travel reimbursement requests, hotel receipts and board minutes as well as communication with hotel staff regarding the validity of the support submitted for reimbursement. This engagement resulted in the removal of the Clerk from office and filing of criminal charges.
City of Madeira Beach, Florida	Local Government	We performed certain investigative procedures on the City Marina's books and records which included, but were not limited to, interviews with key employees, analysis of general ledger reports and audit trails, examination of billings and daily sales reports, review of invoices, supporting documentation and cancelled checks, and analysis of the Madeira Beach Municipal Marina's operations to evaluate the effectiveness of the City's current internal controls over the Marina. CRI identified over \$550,000 in estimated losses and recommended that the City implement the 25 different internal controls to improve oversight and to help prevent and detect fraud at the Marina.
City of Mount Dora, Florida	Local Government	We performed procedures to investigate allegations that the City's funds were misappropriated and the amount of any misappropriated funds. Procedures included interviews with key employees, analysis of contracts and related purchase orders for selected vendors and comparison to the invoices paid for these vendors, review of bank statements and cancelled check images for selected vendors for suspicious disbursements, analysis of invoices for selected vendors for suspicious charges, examination of p-card statements and supporting documentation for unauthorized or questionable charges. Based upon the procedures performed, we determined that City personnel regularly disregarded the City's policies and procedures. We also identified a high risk for fraud within the City and provided internal control recommendations to mitigate those risks.

CAPABILITIES AND EXPERIENCE

CLIENT NAME	ENTITY / RELEVANCE	SCOPE OF SERVICES PROVIDED
Florida Department of Elder Affairs	State Government	We performed multiple site visits and investigated different avenues of funding appropriation to address complaints and concerns regarding the use of grant funds. Our procedures included the following: interviews with key personnel, test of controls, substantive tests of costs and participants and tests to substantiate personnel compliance. CRI prepared an in depth report of findings identifying problem areas and compliance issues. CRI recommended several internal controls be implemented to help prevent and detect fraud from occurring in grant reimbursements.
Florida Department of Economic Opportunity	State Government	We performed certain investigative procedures on selected grantees. These investigative procedures included analysis of general ledger reports, review of supporting documentation, examining grantee's compliance with grant agreements and analysis of fund usage. CRI identified several areas of grant noncompliance and fund misuse. CRI prepared detailed reports and calculated damages for selected grantees. CRI also assisted DEO's attorney in depositions and mediations that resulted in successful resolutions of these cases.

FIRM QUALIFICATIONS AND EXPERIENCE

Established in 1997, Carr, Riggs & Ingram, LLC (CRI) is a regional certified public accounting and consulting firm with roots going back to 1972. CRI has over 1,900 professionals in over 60 offices throughout Florida, Alabama, Georgia, Kentucky, Louisiana, Mississippi, New Mexico, North Carolina, Tennessee and Texas. CRI provides a wide variety of high-quality, cost-effective accounting, assurance, tax and consulting services to governmental entities, non-profit organizations, individuals and businesses (both publicly and privately held) throughout the United States. We are proud members of the following organizations:

- The American Institute of Certified Public Accountants (AICPA);
- The Governmental Audit Quality Center of the AICPA;
- AICPA Private Companies Practice Section;
- Employee Benefit Plan Audit Quality Center of the AICPA;
- The Center for Audit Quality of the AICPA; and,
- The Public Company Accounting Oversight Board.

Members of the above voluntary organizations are select CPA firms recognized in the profession to be of the highest caliber. As a result, we are subject to stricter quality control standards than firms that choose not to take this voluntary step to improve the quality of their practices.

CRI delivers a depth of resources that ensures our understanding of your challenges and innovative solutions for overcoming them. Our governmental team's 1,100+ years of combined experience is derived from providing audit and accounting outsourcing services to a client base that includes:

- 450+ governmental entity clients across the South totaling approximately \$20 billion in revenues;
- Performing single audits for approximately 30% of all governmental clients; and,
- Municipality clients of up to \$1.2 billion in total revenues.

CRI has an accredited and experienced forensic team that provides a spectrum of forensic and litigation services ranging from prevention to detection in response to fraud. Our forensic team includes members who have received forensic accountant designations from the most widely recognized forensic associations. These designations include Certified Fraud Examiner, Certified in Financial Forensics and Certified Forensic Accountant. As such, our forensic team routinely works with government agencies, law firms and law enforcement agencies on a variety of civil and criminal matters. Members of our forensic team also regularly speak on the topic of fraud.

The City will be served by a team comprised of forensic experts out of the CRI Enterprise and Miramar Beach, Florida offices who have extensive forensic investigation, fraud risk, governmental and internal audit expertise. This also allows CRI to maintain its independence and avoid any potential outside influences. Currently ranked among the top 20 public accounting firms in the United States, CRI is the South's largest regional firm.

We parlay this vast experience and derived best practices into proven solutions that benefit you.



CRI FIRM FACTS

FOUNDED IN 1997 • 10 STATES  • 25+ MARKETS

Stretching from New Mexico to North Carolina, Carr, Riggs & Ingram CPAs and Advisors (CRI) is a top 20 nationally ranked full-service accounting and advisory firm offering innovative tax, accounting, audit, consulting, and advisory services to more than 100,000 clients in the U.S., Canada, Mexico, Puerto Rico, and overseas military installations.



1900+
PROFESSIONALS



300+
PARTNERS



TOP 20 CPA FIRM

(as ranked by Accounting Today)



20+ YEARS
OF CONSISTENT GROWTH
SINCE FORMATION

CRI FIRM VALUES:

- CLIENT SERVICE.
- RESPECT.
- INTEGRITY.



SERVICES

- Accounting & Auditing
- Advisory
- Business Support & Transactions
- Business Tax
- Employee Benefit Plans
- Governance, Risk & Assurance
- Individual Tax & Planning
- IT Audits & Assurance

INDUSTRY EXPERTISE

- Captive Insurance
- Construction
- Financial Institutions
- Governments
- Healthcare
- Institutional Real Estate
- Insurance
- Manufacturing & Distribution
- Nonprofits

CRI FAMILY OF COMPANIES

-  Audiwerx
-  CRI Advanced Analytics
-  CRI Capital Advisors
-  CRI Solutions Group
-  CRI TPA Services
-  Level Four Advisory Services
-  Paywerx

CRI is a proud member of Prime Global, an international association of independent accounting firms.

 CRIcpa.com

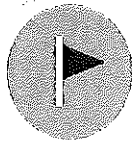
GOVERNMENT CREDENTIALS

CRI'S GOVERNMENTAL EXPERTISE



Audit

450+ governmental entities with annual revenues totaling **\$20 Billion**



150+ governmental entities with federal funds totaling **\$2.2 Billion**

140+

Single audits for governmental entities



Single Audit Resource Center's Award for Excellence in Knowledge, Value, and Overall Client Satisfaction



Member of AICPA's Government Audit Quality Center



Governmental Partner Designations

Including: CPA, CGFM, CITP, CFE, CMA, CISA, CGEIT, CTGA, CFF, CGMA, and CGAP

CLIENTS WITH ANNUAL REVENUES UP TO:



School Districts
\$1 Billion

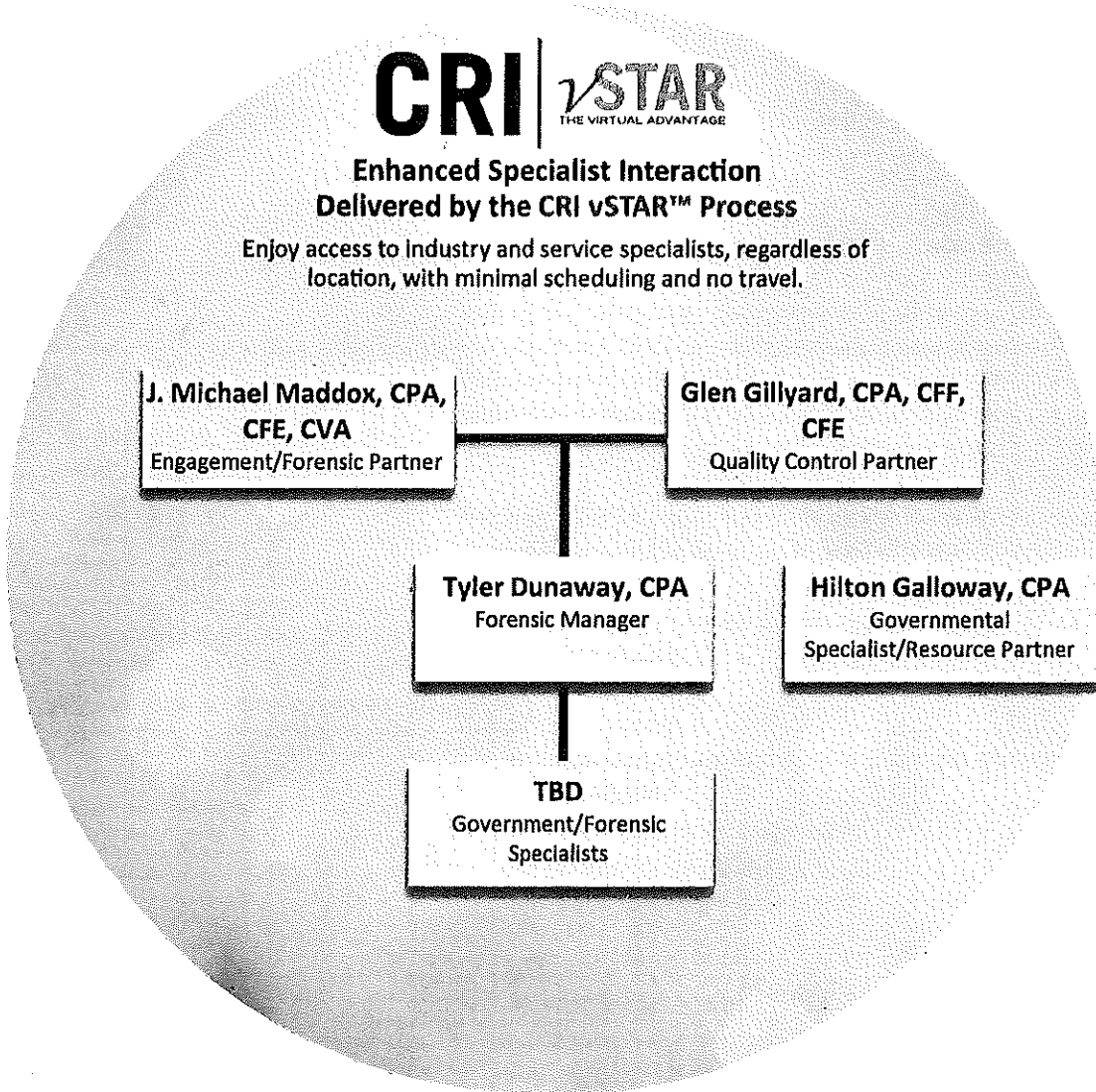


Municipalities
\$1.2 Billion



Agencies/Authorities
\$3 Billion

We have assembled a team of professionals who will ensure the highest level of personal dedication and professional excellence to you. Our team delivers exceptional services through a balanced blend of skills (service-driven, industry-specific, technical, and business) and experience that we know are important to you. Brief profiles of each key member of the forensic team identified below follow on subsequent pages.





J. Michael Maddox
Engagement/Forensic Partner

334.348.1444 phone
334.714.3334 mobile

mmaddox@CRlcpa.com

Representative Clients

- Town of Gordon, AL
- Visit Florida
- North Florida Child Development
- Northeast Florida Community Action Agency
- Southeast Gas
- Southeast Alabama Gas Supply District
- Manatee County Rural Health
- Daniel Memorial, Inc.
- Family Support Services of North Florida
- IM Sulzbacher Center
- Women's Center of Jacksonville, Inc.
- Big Bend Transit
- Capital Area Community Action Agency
- Children's Forum
- Florida Governor's Council on Indian Affairs
- Florida Network of Youth and Family Services
- Florida Tourism Industry Marketing Comp
- Ounce of Prevention Fund
- CareerSource, Florida

Experience

With more than 20 years in the public accounting arena, Michael offers significant experience in serving clients in a variety of industries including governmental, insurance, manufacturing, construction, not-for-profit and employee benefit plans. Michael has served clients throughout the United States ranging in size from sole proprietorships and individual tax clients to large, multi-national corporations and high wealth individuals.

Michael also provides litigation support, business valuation, and forensic accounting services, as well as expert witness testimony.

Michael currently serves as an active member of CRI's Quality Control Committee.

Education, Licenses & Certifications

- BS, Accounting and Business Administration, TROY University
- Certified Public Accountant
- Certified Fraud Examiner
- Certified Valuation Analyst

Professional Affiliations

- American Institute of Certified Public Accountants
- Alabama Society of Certified Public Accountants
- Association of Certified Fraud Examiners
- National Association of Certified Valuation Analysts



Glenn Gillyard, CPA, CFE, CFF
Forensic Partner

ggillyard@cricpa.com

(850) 837-3141 phone

Representative Clients

- Florida Department of Economic Opportunity
- Florida Department of Elder Affairs
- Florida Department of Lottery
- City of Mount Dora, Florida
- City of Key West, Florida
- City of Madeira Beach, Florida
- St. Johns County Sheriff's Office
- Okaloosa County Sheriff's Office
- Okaloosa County Property Appraiser
- Florida's Office of Early Learning
- Miami-Dade County, Florida

Experience

Glenn Gillyard has 20 plus years of experience in providing forensic accounting services to organizations throughout Florida. Glenn performs financial fraud investigations, expert witness testimony and litigation support. He provides both fraud detection and fraud prevention services. Glenn has served as a consultant for area law enforcement agencies and with the criminal investigation division of the Internal Revenue Service, the State Attorney's Office and the U.S. Attorney's Office. Previous to becoming a CPA, Glenn served several years in direct law enforcement as a Deputy Sheriff with the Orange County Sheriff's Office.

Glenn is a frequent speaker at Florida Institute of Certified Public Accountants and The Florida Bar sponsored events on the topics of fraud, money laundering, Bank Secrecy Act and the Patriot Act.

Glenn also provides tax compliance, tax consulting and business consulting services to businesses in Northwest Florida. Specifically, he provides years of experience in dealing with bankruptcy and liquidation cases, as well as marital dissolutions. Glenn specialized in representations before the Internal Revenue Service in audit, collection matters, and offers in compromise.

Education, Licenses & Certifications

- BS, Florida State University
- BS, University of West Florida
- Masters of Accountancy, Webster University
- Certified Public Accountant (CPA)
- Certified Fraud Examiner (CFE)
- Certified in Financial Forensics (CFF)

Professional Affiliations

- American Institute of Certified Public Accountants (AICPA)
- Florida Institute of Certified Public Accountants (FICPA)
- Association of Certified Fraud Examiners (ACFE)



Hilton Galloway
 Government Specialist, Resource
 Partner

334.348.1309 phone
 334.464.6431 mobile

hgalloway@CRIcpa.com

Representative Clients

- Walton County, FL
- City of Geneva, AL
- City of Enterprise, AL
- City of Brundidge, AL
- City of Chipley, FL
- City of Headland, AL
- City of Ozark, AL
- Holmes County, FL
- Huntsville Utilities
- Ozark Utilities

Experience

Hilton is one of the founding members of CRI and has more than 30 years of experience in public accounting. CRI, whose home office is located in Enterprise, Alabama, is ranked by *Accounting Today* as the 19th largest CPA firm nationally.

Hilton serves as Partner-in-Charge of the firm's southeast Alabama operations with offices in Enterprise, Alabama. He is lead or concurring partner on many governmental and not-for-profit engagements ranging in size from \$200K to more than \$500M in revenue. Hilton has led and taught many of the firm's governmental continuing education courses and has been an invited speaker at numerous state-wide association and local accounting conferences on governmental issues.

In addition to these primary roles, he continues to be active in the small business and tax practice and is one of the managing directors of CRI Transaction Advisors, the merger and acquisition division of the firm. Hilton also serves as a trustee for the firm's 401K retirement plan, which has more than 1,100 participants.

Originally, from northwest Florida, Hilton moved to Enterprise, Alabama in 1979. After graduating from the University of West Florida, he worked for three years in industry and public accounting in Tallahassee, Florida, before making southeast Alabama his final professional destination. Hilton serves on multiple not-for-profit boards and has been chairman of the Board for Wiregrass Christian Academy for 15+ years.

Education, Licenses & Certifications

- BS, Accounting, University of West Florida
- Certified Public Accountant
- Series 24 Securities License

Professional Affiliations

- American Institute of Certified Public Accountants
- Alabama Society of Certified Public Accountants
- Florida Institute of Certified Public Accountants
- Financial Industry Regulatory Authority



Tyler Dunaway
Forensic Manager

(334) 348-1439 phone
(334) 494-4095 mobile

tdunaway@CRLcpa.com

Representative Clients

- City of Chipley, FL
- City of Samson, AL
- City of Ozark, AL
- Walton County, FL
- Holmes County, FL
- Walton County Council on Aging
- Geneva City Board of Education
- Enterprise City Board of Education
- Troy City Board of Education
- Enterprise Chamber of Commerce
- Geneva County Healthcare Authority
- Northeast Florida Community Action Agency
- People South Bank
- Chautauqua Learn and Serve
- Enterprise Electronics Corporation
- Hope Community Development Agency
- Med-South, Inc.

Experience

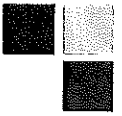
Tyler has over 7 years of experience serving a diverse client base. During his 7 years in public accounting, Tyler has provided audit and attest services to clients in the governmental, non-profit, finance, manufacturing, and healthcare industries. In addition, Tyler has experience preparing various types of federal and state income tax returns, as well as, experience in performing business valuations for various clients.

Education, Licenses & Certifications

- B.S., Accountancy, Faulkner University
- M.S., Accountancy, University of Alabama
- Certified Public Accountant (Georgia and Alabama)
- Certified Information Technology Professional

Professional Affiliations

- American Institute of Certified Public Accountants
- Alabama Society of Certified Public Accountants



STAFF RETENTION

Engagement partners, managers, or other supervisory staff and specialist may be changed if those personnel leave the firm, are promoted or are assigned to another office.

These personnel and other consulting personnel may be changed at the discretion of CRI, and agreed to by the City, provided that the replacements have substantially the same or better qualifications or experience

COMMITMENT TO PROVIDE TIMELY SERVICE

CRI is committed to meeting any necessary deadlines. We have the staffing capacity to assure timely completion of the engagement and delivery of our reports. We will not require any outside support to perform the engagement.

CONTINUING PROFESSIONAL EDUCATION

Continuing education is a top priority for CRI. Each of our team members receives a wide variety of annual training and content updates from highly qualified instructors, ensuring that they remain on the forefront of issues that could potentially impact our clients. Each of CRI's professional staff's CPE records is reviewed annually to ensure that they are in compliance with Continuing Professional Education (CPE) requirements.

Individuals on our forensic team must also obtain 20 hours of forensic or fraud related CPE each year. Members of the engagement team contain individuals who work on audits subject to *Government Auditing Standards* who must obtain, every two years, at least 80 hours of CPE that directly enhance the auditor's professional proficiency to perform audits and/or attestation engagements. At least 20 of the 80 hours must be obtained annually. Individuals responsible for conducting substantial portions of the fieldwork, planning, directing, or reporting on audits subject to *Government Auditing Standards* must obtain 24 of those hours in subjects directly related to the government environment and government auditing. Inclusion of team members with ongoing focus on governmental education ensure the team is up-to-date on new and emerging risks impacting governments.

EXTERNAL QUALITY REVIEW

Experienced partners and professional staff of our Firm conduct quality control reviews of our audits. Our partners' work is reviewed annually, and the inspection process includes periodic testing of the effectiveness of our quality controls and a continuous improvement program, including a review of specific government engagements. External peer reviews are performed every three years by another independent public accounting firm.

REFERENCES FOR GOVERNMENT CLIENTS

Holmes County, Florida	
Address:	201 N. Oklahoma Street
Contact Name and Title:	Alice Vickers, Clerk of Court
Contact Phone:	(850)-547-1100
Contact Email:	avickers@holmesclerk.com

City of Madeira Beach, Florida	
Address:	300 Municipal Drive, Madeira Beach, Florida 33708
Contact Name and Title:	Walter Pierce, Finance Director
Contact Phone:	(727) 391-9951
Contact Email:	wpierce@madeirabeachfl.gov

St. Johns County Sheriff's Office	
Address:	4015 Lewis Speedway, St. Augustine, Florida 32084
Contact Name and Title:	David Shoar, Sheriff
Contact Phone:	(904) 824-8304
Contact Email:	dshoar@sjso.org

Okaloosa County Sheriff's Office	
Address:	50 2 nd Street, Shalimar, Florida 32579
Contact Name and Title:	Larry Ashley, Sheriff
Contact Phone:	(850) 651-7410
Contact Email:	lashley@sheriff-okaloosa.org

Florida Department of Elder Affairs	
Address:	4040 Esplanade Way, Tallahassee, FL 32399
Contact Name and Title:	Taroub Faraj, Inspector General
Contact Phone:	(850) 414-2013
Contact Email:	farajt@elderaffairs.org

City of Trinidad, Colorado	
Address:	135 North Animas Street, Trinidad, CO 81082
Contact Name and Title:	Cheryl Navarette, Finance Director
Contact Phone:	(719) 846-9843 ext. 112
Contact Email:	cheryl.navarette@trinidad.co.gov

COMBINED FEE SCHEDULE

Based on our review of the requested scope of services, we propose the following for the forensic engagement:

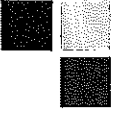
CLASSIFICATION	HOURLY RATE	HOURS	TOTAL
Forensic Partner	\$ 325	12	\$ 3,900
Forensic Manager	\$ 215	20	5,160
Forensic Staff	\$ 150	45	6,750
Total		72	\$ 15,810

** - Travel and Out-of-Pocket Costs will be billed separately based on actual costs incurred.

Our estimates exclude consideration of services related to expert witness testimony.

ASSUMPTIONS

1. CRI's services as outlined in this proposal constitute an engagement conducted under the American Institute of Certified Public Accountants (AICPA) Standards for Attestation Services. Such services are not intended to be an audit or review, the objective of which would be the expression of an opinion or conclusion, respectively, as those services are defined in AICPA literature applicable to such engagements conducted by independent auditors. Accordingly, these services shall not result in the issuance of a written communication to third parties by CRI directly reporting on financial data or internal control or expressing a conclusion or any other form of assurance.
2. The scope of work does not require that CRI make any legal interpretations or render any legal advice, and the parties hereby agree that in connection with CRI's performance of the services under this engagement shall not include or be construed to include the provision by CRI of legal advice or legal services. CRI is prohibited from giving legal advice or performing legal services of any kind or nature, and all legal interpretations and rendering of legal advice shall be the City Council's responsibility. CRI will refer any such questions to the City Council.



ATTACHMENTS

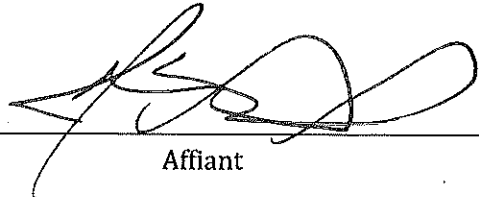
**ATTACHMENT A
NO LOBBYING AFFIDAVIT**

**STATE OF ALABAMA
COUNTY OF COFFEE**

This 13th day of Decmeber, 2019 J. Michael Maddox

Being first duly sworn, deposes and says that he/she is the authorized representative of

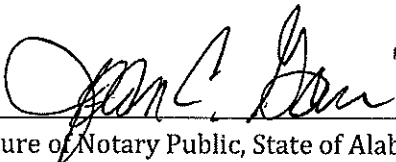
Carr, Riggs & Ingram, LLC, respondent to the attached Request for Qualifications issued by the City of Apalachicola for Forensic Services, and that the respondent and any of its agents agrees to abide by the City of Apalachicola no lobbying restrictions in regard to this solicitation.



Affiant

Sworn to (or affirmed) and subscribed before me this 13th day of December, 2019,

by J. Michael Maddox.



Signature of Notary Public, State of Alabama

JOAN C. GAINES
Print, Type or Stamp Commissioned Name

Personally Known OR Produced Identification _____

Type of Identification Produced _____


**ATTACHMENT B
ANTI-COLLUSION & NO GIFTS AFFIDAVIT**

**STATE OF ALABAMA
COUNTY OF COFFEE**

J. Michael Maddox being first duly sworn, deposes and says that he is the authorized representative of Carr, Riggs & Ingram, LLC and certifies as true the following statements:

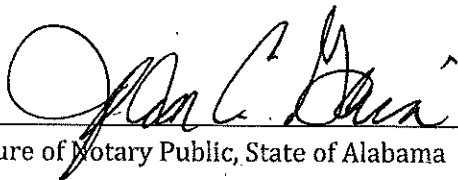
Anti-collusion statement: The respondent has not divulged to, discussed, or compared his/her/its submission with other respondents and has not colluded with any other respondent or parties to the solicitation whatsoever.

No gifts statement: The respondent understands that no rebates, gifts, gratuities or offers of employment are permitted with, prior to, or after the submission. Any such violation will result in rejection of the submission and removal from the procurement list(s).


_____ Affiant

Sworn to (or affirmed) and subscribed before me this 13th day of December, 2019,

by J. Michael Maddox.


_____ Signature of Notary Public, State of Alabama

JOAN C. GAINES
_____ Print, Type or Stamp Commissioned Name

Personally Known X OR Produced Identification _____

Type of Identification Produced _____

ATTACHMENT C
PUBLIC ENTITY CRIME AFFIDAVIT

As provided in Florida Statute 287.133(2)(a), a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 any public entity; and may not transact business with any public entity in excess of the threshold amount provided in F.S. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

SWORN STATEMENT PURSUANT TO FLORIDA STATUTE 287.133 ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to City of Apalachicola, Florida

BY: J. Michael Maddox, Partner
(print individual's name and title)

For: __Carr, Riggs & Ingram, LLC
(print name of entity submitting sworn statement)

Whose business address is: 1117 Boll Weevil Circle, Enterprise, Alabama 36330

Federal Employer Identification Number (FEIN) is: 72-1396621

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), F.S., means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), F.S., means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), F.S. means:

A. A predecessor or successor of a person convicted of a public entity crime; or

B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prime facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), F.S., means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

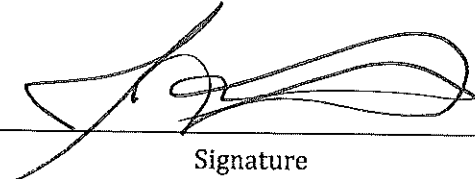
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies)

 X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

 The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

 The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the Final Order).

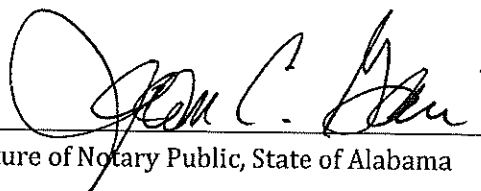
I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.



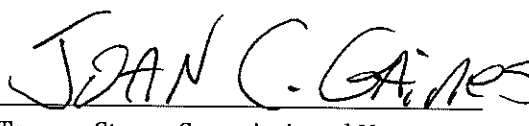
Signature

Sworn to (or affirmed) and subscribed before me this 13th day of December, 2019,

by J. Michael Maddox.



Signature of Notary Public, State of Alabama



Print, Type or Stamp Commissioned Name

Personally Known OR Produced Identification _____

Type of Identification Produced _____

17-00000001

**ATTACHMENT D
CONFLICT OF INTEREST DISCLOSURE FORM**

For purposes of determining any possible conflict of interest, all respondents must disclose if any City of Apalachicola employee(s), elected official(s), or any of its agents is also an owner, corporate officer, director, employee, agent, etc., of their business.

Indicate either "yes" (a City employee, elected official or agent is associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

YES _____ NO X_____

NAME(S)

POSITION(S)

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Firm Name: Carr, Riggs & Ingram, LLC

By: J. Michael Maddox

Title: Partner

Address: 1117 Boll Weevil Circle,

Enterprise, Alabama 36330

Phone Number:

334-348-1444

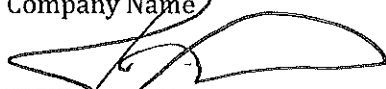
ATTACHMENT E
IMMIGRATION LAW CERTIFICATION

The City of Apalachicola will not intentionally award City contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 a(e) Section 274a(e) of the immigration and nationality and ("INA").

The City of Apalachicola may consider employment by any contractor of unauthorized aliens a violation of Section 274a(e) of the INA. Such violation by the recipient of the employment provisions contained in Section 274a(e) of INA shall be grounds for unilateral cancellation of the contract by the City of Apalachicola.

Respondent attests that it is fully compliant with all applicable immigration laws, specifically relating to the INA and subsequent amendments.

Carr, Riggs & Ingram, LLC
Company Name

A handwritten signature in black ink, appearing to be "C. Riggs", written over a horizontal line.

Signature

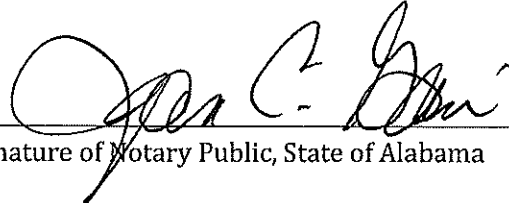
Partner
December 13, 2019

State of Alabama

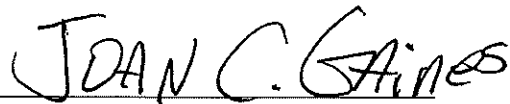
County of Coffee

Sworn to (or affirmed) and subscribed before me this 13th day of December, 2019,

by J. Michael Maddox.



Signature of Notary Public, State of Alabama



Print, Type or Stamp Commissioned Name

Personally Known OR Produced Identification

Type of Identification Produced _____

ATTACHMENT F
DRUG-FREE WORKPLACE CERTIFICATION

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the work place and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction or plea of guilty or nolo contendere to any violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Signature: _____

Date December 13, 2019

Printed Name & Title: J. Michael Maddox, Partner

Company: Carr, Riggs & Ingram, LLC

Address: 1117 Boll Weevil Circle, Enterprise, Alabama 36330

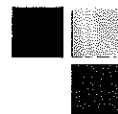
Phone Number: 334-348-1444

**ATTACHMENT G
EXCEPTION TO SOLICITATION**

Each respondent may submit this form, as necessary, to sufficiently list all exceptions and variations from specifications. Please list, as shown, by page and item, if respondent is unable to supply the specified item or chooses to provide the specified item in an alternative manner. The City of Apalachicola shall be the sole judge of a proposed substitution equivalency.

SPECIFICATION:	PAGE:	ITEM:	NOT AVAILABLE/EXPLANATION:
-----------------------	--------------	--------------	-----------------------------------

Not Applicable			
----------------	--	--	--



CERTIFICATES OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

CARRR-2

OP ID: JR

DATE (MM/DD/YYYY)

12/03/19

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

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

PRODUCER Whittaker-Warren Insurance P.O. Box 311283 Enterprise, AL 36331 Forrest J. Warren	334-347-2631	CONTACT NAME: Jennifer Reynolds
	334-393-2345	PHONE (A/C, No, Ext): 334-347-2631 FAX (A/C, No): 334-393-2345
E-MAIL ADDRESS: jennifer_whittakerwarren@centurytel.net		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: National Fire Insurance of		20478
INSURER B: Continental Casualty Company		20443
INSURER C: Continental Insurance Company		35289
INSURER D:		
INSURER E:		
INSURER F:		

INSURED Carr, Riggs, & Ingram, LLC
P.O. Box 312044
Enterprise, AL 36331

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC		6045711126	01/07/19	01/07/20	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		6045711112	01/07/19	01/07/20	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000		6045711143	01/07/19	01/07/20	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A		6045689709	12/31/18	12/31/19	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

CITYAPA

City of Apalachicola
192 Coach Wagoner Blvd
Apalachicola, FL 32320

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Forrest J. Warren

© 1988-2010 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/03/2019

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

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

PRODUCER 1-847-385-6800 Edgewood Partners Insurance Center Lemme, a division of EPIC 111 West Campbell 4th Floor Arlington Heights, IL 60005		CONTACT NAME: Cathy Kuehl PHONE (A/C, No, Ext): 847-385-6800 E-MAIL ADDRESS: PSGCerts@lemme.com FAX (A/C, No):	
INSURED Carr, Riggs & Ingram, LLC 901 Boll Weevil Circle, Suite 200 Enterprise, AL 36330		INSURER(S) AFFORDING COVERAGE INSURER A: Scottsdale Ins Co and various insurers INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC #

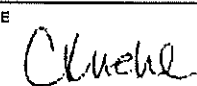
COVERAGES **CERTIFICATE NUMBER: 57882253** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			HWS0000086	08/07/19	08/07/20	Each Claim 5,000,000 Aggregate 5,000,000

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

CERTIFICATE HOLDER **CANCELLATION**

Parties at Interest	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: January 7, 2020

SUBJECT: USDA Application for Sidewalk and Lighting on Water Street and Avenue G

AGENDA INFORMATION:

Agenda Location: New Business
Item Number: A
Department: Administration
Contact: Augusta West, Main Street Director
Presenter: Augusta West, Main Street Director

BRIEF SUMMARY: Resolution 2019-04 authorized Augusta West in her capacity as the former CRA Director to submit an application for USDA Rural Business Development grant funding for sidewalk, parking, and lighting improvements on Water Street and Avenue G. Ms. West is requesting authorization to resubmit an updated application on behalf of the City in her capacity as Main Street Director. This is a 100% grant with no match required.

RECOMMENDED MOTION AND REQUESTED ACTIONS: To Authorize Apalachicola Main Street to Conduct the Work Necessary to Complete and Submit an Updated Grant Application on Behalf of the City to USDA Rural Development for the Water Street and Avenue G Sidewalk and Lighting Project.

FUNDING SOURCE: USDA

ATTACHMENTS: Aerial view of project area and Resolution 2019-04 regarding the USDA Rural Business Development Grant

STAFF'S COMMENTS AND RECOMMENDATIONS: This project was previously approved as a CRA project and approval to submit was granted by the City Commission under Resolution 2019-04. As all the work regarding this Grant was performed by Ms. West, it is recommended that Main Street perform the work necessary to update the application and resubmit the revised grant application on behalf of the City.

**CITY OF APALACHICOLA
RESOLUTION 2019-04**

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

WHEREAS, the City of Apalachicola Community Redevelopment Agency is applying to USDA Rural Business Development for financial assistance in the form of a Rural Business Enterprise Grant; and

WHEREAS, the City Commission of the City of Apalachicola has determined that additional sidewalks, parking, and lighting along Water Street and Avenue G and sidewalk repair on Commerce Street will benefit the City, its residents, visitors, businesses and encourage economic development; and

WHEREAS, the City Commission of the City of Apalachicola authorizes the City of Apalachicola Community Redevelopment Agency Director to act as Project Manager, Project Representative, supervise the application for and administration of the grant on behalf of the City of Apalachicola Community Redevelopment Agency; and

WHEREAS, the City Commission of the City of Apalachicola authorizes the City of Apalachicola Community Redevelopment Agency Chair or Director to execute the grant application, agreement, change orders and other documents related to the grant as signatories for the City of Apalachicola Community Redevelopment Agency.

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

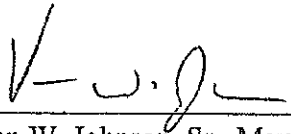
1. Authorizes the City of Apalachicola Community Redevelopment Agency Director to apply for a USDA Rural Business Development grant which will provide for sidewalks, parking, and lighting along Water Street and Avenue G and sidewalk repair on Commerce Street.
2. Authorizes the City of Apalachicola Community Redevelopment Agency Director to act as Project Manager, Project Representative, supervise the application for and

administration of the grant on behalf of the City of Apalachicola Community
Redevelopment Agency.

3. Authorizes the City of Apalachicola Community Redevelopment Agency Chair or
Director to execute the grant application, agreement, change orders and other
documents related to the grant as signatories for the City of Apalachicola Community
Redevelopment Agency.
4. The City Commission of the City of Apalachicola finds that the project will not be
transferring jobs/employment or producing goods/services where there is no demand.


ADOPTED, this 2nd day of April, 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

USDA Sidewalk and Lighting Project Area



**APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: January 7, 2020**

SUBJECT: Joint Workshop with Planning Board – Fill Ordinance Revisions

AGENDA INFORMATION:

Agenda Location: New Business
Item Number: B
Department: Administration
Contact: Cindy Clark and Anita Grove
Presenter: Cindy Clark and Anita Grove

BRIEF SUMMARY: Proposed Fill Regulations were produced as part of a 2018 coastal resiliency planning initiative in response to general community concerns about the lack of specific development regulations relating to fill projects in the City. In 2018, planning staff, along with volunteer planning efforts of Rebecca Jetton, researched and drafted specific land use regulations that would regulate the amount, type and location of fill within the City’s flood-prone areas. The draft Ordinance also addresses appropriate storm water retention measures for small commercial and residential development within flood-prone areas which are currently exempt from state and federal permitting, but which still must adhere to Apalachicola’s higher storm water standards. The proposed regulations are consistent with recommendations outlined in the 2017 Vulnerability Analysis in which the City inventoried and analyzed projected sea level rise inundation for parcels, roadways, infrastructure and historic resources within the City. The proposed Ordinance was presented in two public workshops on January 14, 2019 and February 11, 2019 with City Planning and Zoning Board. At the second workshop, the Planning and Zoning Board recommended that the Ordinance be presented in joint workshop with the City Commission.

RECOMMENDED MOTION AND REQUESTED ACTIONS: To Set a Joint Workshop with the Planning and Zoning Board on _____ at ___ p.m. for the Presentation and Discussion of the Proposed Fill Ordinance.

FUNDING SOURCE: Not Applicable

ATTACHMENT: Draft Fill Ordinance Revisions and Summary of Workshop from February 11, 2019 meeting

STAFF’S COMMENTS AND RECOMMENDATIONS: It is unclear why the joint workshop was never scheduled and the proposed Ordinance presented back to the City Commission for review in February of 2019. At the request of Commissioner Grove, this matter is being brought back up for review and further consideration. It is recommended that the proposed Ordinance be brought before the Commission at a joint workshop with the Planning Board as is required in accordance with Policy No. 002, Comprehensive Plan and Land Development Code Amendment Procedure.

Apalachicola Planning and Zoning Board and City Commission workshop

Apalachicola Fill and Stormwater Ordinance 2020-xx

Draft 3

Whereas, Regulation of fill on lots for the purposes of flood prevention is in the best interests of the public in order to protect public safety, health, and welfare;

Whereas, the provision of guidelines related to the deposition of fill materials and grading for new development and redevelopment provides certainty for applicants wishing to modify the elevation of property and provides consistency for the implementation of the City's adopted floodplain regulations;

Whereas, flood heights and nuisance flooding can be increased by manmade causes; whereas, standards for installation of fill materials and requirements to manage storm water facilitates the protection and enhancement of natural resources, city infrastructure, reduces erosion, and minimizes potential adverse impacts associated with land uses;

Whereas, the adoption of stormwater regulations furthers comprehensive plan policies within the Coastal and Conservation Elements;

NOW THEREFORE, be it ordained by the Board of City Commissioners of Apalachicola, Florida.

Section 1. Recitals: The above recitals are incorporated by reference herein.

Section 2. Creation: There is hereby amended and modified Chapter II Definitions; Chapter VI, Site Plans is repealed and replaced; and Chapter VIII. Stormwater Management is repealed and replaced.

Section 3. Applicability: This section shall be applicable within the City of Apalachicola.

Section 4. Definitions: This ordinance amends or replaces definition within Chapter II, Definitions, as follows:

Repeal Best Management Practice (BMP) and add **Stormwater Best Management Practice (BMP)** [The term "best management practices (BMP)" means those practices and principles designed to manage water from rainfall events, reduce nonpoint sources of pollution and in some cases, protect wildlife and habitat. Methods may include structural devices or nonstructural practices, such as, but not limited to compensatory storage, swales, gutters, rain barrels and rain gardens. A City of Apalachicola Guide to Site-Specific Stormwater Best Management Practices is available to download from the city's website.]

Repeal and replace:

Comment [d1]: Delete.

Comment [d2]: Insert comma after "gutters."

Comment [d3]: Delete. If the guidelines were to be rescinded for whatever reason or the guidelines remained in effect but were removed from the City's website, this statement would have to be removed from the regulations. It's very possible that this would not occur.

The City's application form could direct the applicant to the City webpage.

Repeal and Replace:

~~**Open Space-** an area open to the sky and substantially free of impervious structures, which may be on the same lot with a building. The area may include along with the natural environmental features, swimming pools, tennis courts or any other recreational facilities. Streets, structures for habitation and the like shall not be included~~

Add:

Pervious: A surface that presents an opportunity for precipitation to infiltrate into the ground. Area maintained in its natural condition or covered by a material that permits infiltration or percolation of water into the ground.

Add:

Storm Water- The flow of water that results from, and that occurs immediately following, a rainfall event.

Repeal and Replace:

~~**Storm Water Management System-** A surface water system that is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use, or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system (F.S. 373.403(10) and 403.031(16)).*~~

Add:

Surface Waters- Waters on the surface of the earth, contained in bounds created naturally or artificially, including bays, bayous, sounds, estuaries, lagoons, lakes, ponds, impoundments, rivers, springs, creeks, branches, sloughs, tributaries, and other water courses (F.A.C. 62-340.600).

Add:

Swale- A man-made trench that features side slopes equal to or greater than three feet horizontal to one foot vertical; Contains contiguous areas of standing or flowing water only following a rainfall event that can be percolated within 72 hours; is planted with or has stabilized vegetation suitable for soil stabilization, stormwater treatment, and nutrient uptake; and is designed to take into account the soil erodibility, soil percolation, slope, slope length, and drainage area so as to prevent erosion and reduce pollutant concentration of any discharge.

Repeals Chapter VII and replaces

Chapter VII. SITE PLAN

A. PURPOSE AND INTENT

The public health, safety and welfare require the harmonious, orderly and progressive development of land within the City of Apalachicola. The development of the land is a vital step in the process of community development. Once land has been developed, the correction of defects is costly and difficult. Substantial public responsibility is created by each new development, involving the maintenance of streets and storm water management systems and the provision of additional public services. As the general health, safety and welfare of the community are thereby affected by the development of land, it is in the direct interest of the public that site development be conveyed, designed and carried out in accordance with sound land and water management principles.

The purpose and intent of this Chapter is to assure that new development within Apalachicola will not adversely affect the public's natural or financial resources, especially Apalachicola Bay or its tributaries.

B. APPLICABILITY

This Chapter establishes procedures and standards for the preparation, review and approval of plans to carry out development.

C. PROCEDURES FOR SITE PLAN APPLICATION, REVIEW AND DECISION

1. Pre-Application Conference. It is recommended that the applicant meet with the City Planner, Building Department and Building Official to discuss the proposed development prior to submitting a formal application. The purpose of this conference is to familiarize the applicant with minimum design guidelines and to minimize any potential adverse impacts of the proposed development on the City's natural or financial resources.
2. Application.
 - a. An approved site plan is required prior to the issuance of a building permit. It shall be considered unlawful for any person to construct, erect or alter a building or structure or to develop, change or improve land for which a site plan is required except in accordance with an approved site plan. Enforcement shall occur pursuant to Chapter III of this Code for failure to obtain a permit or for failure to follow a permit.
 - b. The site plan shall be prepared in accordance with requirements contained in this section. For a plan to be placed on the agenda of the next Planning and Zoning Board meeting,

Comment [d5]: Change "Commission" to "Board."

the plan must be received by the Building Department and considered complete no less than 30 days prior to the Planning and Zoning Board meeting.

- c. The applicant shall submit four copies of all parts of the site plan. [Electronic copies of site plans and building plans may also be submitted if available.]

3. Review.

- a. The City Planner and Building Department shall review the site plan to determine whether all required information is included in the application. If any required information is missing, the Building Department shall inform the applicant of any information required to complete the application.
- b. All site plans for architectural compatibility shall be reviewed by the Planning and Zoning Board Commission-sitting as the Architectural Review Board.

- 4. Decision. Based upon the information contained in the site plan application, the Planning and Zoning Board Commission shall approve, approve subject to stated conditions or deny the site plan. Any person aggrieved by the decision of the Planning and Zoning Commission may, in accordance with Chapter III, file a written appeal with the City Commission.

- 5. Construction. Upon site plan approval and issuance of a building permit, the development shall be built in accordance with the approved site plan and site plan regulations. Deviation from the approved site plan shall require the submission of an application for a revised site plan.

Comment [d6]: The Building Department and the Planning and Zoning Commission shall review the application in the language of the applicant. Incorporate the revised language here.

Comment [d7]: Replace the sentence with "Submission of an additional electronic copy is optional but recommended because it facilitates and expedites review."

Comment [d8]: Insert the Planning and Zoning Board Commission's address and phone number in the application requirements.

Comment [d9]: Insert the Planning and Zoning Board Commission's address and phone number in the application requirements.

D. FEES

Application fees for site plan review, as adopted from time to time by the City Commission, must be paid by the applicant at the time of application.

E. TIME LIMIT ON APPROVAL

Following approval of the site plan, the applicant shall have one (1) year, unless otherwise specified in the appropriate zoning district regulations, to commence construction on the site. Notwithstanding the above time frame, site plans for multifamily development and new non-residential development shall be effective for two years. Any site where development has not commenced shall cause the site plan to be re-evaluated by the appropriate bodies and any newly adopted regulations shall be imposed at the discretion of the City.

Comment [d10]: The City Commission shall not be required to re-evaluate the site plan if the applicant has not commenced construction within the time frame specified in the regulations.

The City Commission shall not be required to re-evaluate the site plan if the applicant has not commenced construction within the time frame specified in the regulations. The City Commission shall not be required to re-evaluate the site plan if the applicant has not commenced construction within the time frame specified in the regulations.

F. SITE PLAN REQUIREMENTS

- 1. Site plans or any portion thereof involving engineering shall be certified, sealed, and prepared by and/or under the direct supervision of a professional engineer,

qualified by training and experience into the specific technical field involved and registered or licensed to practice that profession.

2. Site plans shall contain documents and maps indicating:

a. General Information

- i. Name of project.
- ii. Intended use of site.
- iii. Legal description of the property, size of parcel in acres or square feet and the linear dimensions of the property.
- iv. Name, address and telephone number of the owner or owners of record.
- v. Name, address and telephone number of the owner's designated agent or attorney.
- vi. Names, addresses, signatures and registrations of the professionals preparing the plan.

Comment [d11]: Recodify paragraphs 1, 2, 3, 4, 5, and 6 as i, ii, iii, iv, v, and vi.

b. Maps

- i. Vicinity map, showing relationship of proposed development to the surrounding streets, wetlands and surface water bodies at a scale of not less than one (1) inch equals two thousand (2,000) feet.
- ii. Site plan map with date and north arrow at a scale not smaller than one (1) inch equals fifty (50) feet.
- iii. Elevation survey and topography at one (1) foot contour intervals, existing and proposed.
- iv. Building restriction lines (i.e., highway setback lines, easements, covenants, rights-of-way, and building setback lines, existing and proposed).
- v. Location of existing and proposed building and structure footprints.
- vi. Location, elevation, and dimensions and materials of existing and proposed drive areas, or other paving.
- vii. Location of existing and proposed fences by type of material (e.g., wood or metal), type of design (open or closed) and height.
- viii. Location of existing and proposed walls by type of material (e.g., brick or masonry).
- ix. Location of each proposed, off-street parking space (regular and handicapped) and how they will be identified on site with paint or curb stops, including a diagram showing traffic circulation on site and access and egress to adjacent street.
- x. Location of proposed, designated loading and unloading zones.
- xi. Location of temporary and permanent structures and features proposed in the stormwater management plan.

Comment [d12]: Recodify paragraphs 1 through 11 as i through xi.

c. Proposed Buildings and Structures

- I. Number of stories. Comment [d13]: Recodify 1 as i.
- II. Square footage grosses each floor. Comment [d14]: Recodify 2 as ii.
- III. Building height. Comment [d15]: Recodify 3 as iii.
- IV. Multi-family dwellings. Comment [d16]: Recodify 4 as iv.
 - i. Number and square footage of dwelling units and density (dwelling units per acre).
 - ii. Calculation of off-street parking spaces required by supplementary parking section showing the number of dwelling units and spaces.
- V. Commercial. Calculation of off-street parking spaces required by Chapter 4 Zoning District supplementary parking section showing:
 - i. Projected number of employees on peak shift. Comment [d17]: Recodify 6 as v.
 - ii. If an eating and/or drinking establishment, seats and occupancy load and number of tables for service and number of stools at service counter. Comment [d18]: ~~Eliminate the City Commission with the last year adopted ordinance the City Ordinance. We are the section IV.E.8.b. requirements changed.~~
 - iii. If an office, studio or financial institution, floor space open to public. Comment [d19]: Change "supplementary parking section" to "section IV.E.8.b" unless the adopted ordinance makes this reference incorrect.
If you don't agree with this suggested revision, change "supplementary parking section" to "the Chapter IV zoning district supplementary regulations for parking."
 - iv. If a retail establishment, floor space devoted to merchandising. Comment [d20]: Change "showing" to "detailing."
 - v. If a child care center, floor space. Comment [d21]: Change i through v to solid bullets.
- d. Lot Coverage Allowed by the Zone and Calculations Showing Proposed Lot Coverage.

Materials used to cover surface drive areas, walkways, patios and other areas counting as lot coverage.
- e. New Multi-Parcel (e.g., Subdivision), Commercial, and Multi-Family Developments
 - i. Existing Infrastructure (On-site, Adjacent to Site, and Across or Opposite Any Public Right-of-Way.)
 - Surface drive areas and median/curb cuts to access driveways. Comment [d22]: Retain "If an eating and/or drinking establishment," unless the adopted ordinance makes this phrase incorrect.
 - Sidewalks, streets, alleys, and easements (note widths and type). Formatted: Not Strikethrough, Not Highlight
 - Size and location of nearest water mains, valves, and fire hydrants. Formatted: Not Strikethrough, Not Highlight
 - Sanitary sewer systems (size and invert elevations). Comment [d23]: Retain "If an office, studio or financial institution," unless the adopted ordinance makes this phrase incorrect.
 - Power, telephone and cable lines. Formatted: Not Strikethrough, Not Highlight
 - ii. Proposed Streets, Sidewalks, and Surface Drive Areas. Comment [d24]: Recodify 1 as i.
 - If required, engineering plans and specifications including elevation and dimensions for streets, Comment [d25]: Change i through v to solid bullets.

sidewalks, and surface drive areas (driveways, parking areas and storage areas).

- Cross section of proposed street improvements
- Fire lanes.
- Locations of proposed surface drive areas, curb or median cut(s) to access driveways.
- Internal traffic circulation plan, including directional arrows and signs to direct traffic flow.
- Location of traffic-control signs and signalization devices.
- Locations of sidewalks.
- Coordination of walkways and driveway and their elevations with facilities in adjacent developments, including the elevation of the crown of the most adjacent road to ensure that lot filling and hardened surfaces are not elevated higher than local streets
- Proposed streets and alleys.
- When applicable, the location of service roads and access roads extended onto the site.

iii. Proposed Water and Sewer Facilities

- Water. Size, material, and location of water mains, valves and fire hydrants. Engineering plans and specifications are required prior to the issuance of a building permit.
- Sanitary Sewer Systems. Size, material, and location of lines. Engineering plans and specifications, with submittal of a profile where required, are required prior to the issuance of a building permit.
- Any commitments, such as contributions to offset public facilities impacts.
- Projected water usage in gallons per day, projected solid waste, projected number of school age children

Comment [d28]: Recodify 3 as iii.

Comment [d29]: Change i through iv to solid bullets.

5. Solid Waste Handling Facilities

The location of the dumpster and access for refuse service collection, including dumpster pad screening, fencing and landscaping shall be identified.

Comment [d30]: Recodify 5 as iv.

Comment [d31]: After "Solid Waste" insert "Handling Facilities."

- a. Dredge and Fill. If any dredging or filling is intended in the development, a copy of the complete Environmental Resource permit application Environmental Resource Permit issued proposed by for the Florida Department of Environmental

Comment [d32]: Recodify a as v, assuming this is a requirement under New Multi-Parcel (e.g., Subdivision, Commercial, and Multi-Family Developments).

Comment [d33]: Change "or" to "and."

~~Regulation~~ or the Northwest Florida Water Management District shall be provided.

- Comment [d34]: Change "Regulation" to "Protection."
- Comment [d35]: This requirement used to state that the City would not issue a building permit until the State permit was issued.
They have revised the requirement to state that the City would not issue a certificate of Occupancy until the State permit was issued.
This does not make sense. The City would not allow an unlicensed construction until this permit is ready. All of the time it was ready to issue the certificate of occupancy and then find out that the State was going to issue the storm water permit.
- Comment [d36]: Codify as 1.
- Comment [d37]: Delete i, ii, and iii codification and insert solid bullets.
- Comment [d38]: 2Codify as 2.
- Comment [d39]: Solid bullet for this and following items.

- f. Stormwater Management Plan Requirements
General
- 1. Sufficient information for the City to evaluate the environmental characteristics of the affected areas, the potential and predicted impacts of the proposed activity on wetlands and surface water, and the effectiveness and acceptability of those measures proposed for reducing adverse impacts.
- 2. If a State stormwater permit is required, the following shall be a part of the stormwater plan submitted to the City.
- 3. The design contained in any ten-two (10/2) self-certified general permit).
- 4. A design that treats run off from the 25 year-24-hour duration storm event and ensures that post development runoff rates, volumes and pollutant loads do not exceed pre-development conditions

The design contained in a complete application proposed to a State agency for:

- A general permit or
- An environmental resource permits.

For proposed development not requiring a State stormwater permit, a plan to control surface water runoff including:

- Temporary sediment control barriers and vegetative cover
- Permanent best management practices.

Repeals and Replaces CHAPTER VIII. STORMWATER MANAGEMENT

A. City Requirements

Certain types of residential and commercial development may trigger State stormwater permitting permits depending on size and type of proposed development. As an Area of Critical State Concern, the City has adopted more stringent stormwater standards than state requirements. A more comprehensive overview of state permitting requirements and the relationship to City standards can be found online at Cityofapalachicola.com/building.Dept.cfm.

1. Residential. Applications for all new residential development in Special Waterfront District or Areas of Special Hazard (A&V zone) must include a stormwater management plan which may consist of a Best Management Practice (BMP) as part of their site plan. Proposed improvements that increase lot coverage shall also provide for stormwater treatment by indicating the stormwater treatment Best Management Practice that will be utilized.
2. Non-residential. Applications for all non-residential development exempt from State permitting pursuant to Rule 62-330 F.I. Administrative Code for more than 4800 square feet must provide a stormwater management system by an engineer to provide for treatment for a 24-hour 25-year event. Individual lots or combination of lots less than 4800 square feet may treat stormwater with BMPS that include provisions for compensatory storage.

2. Stormwater runoff control

- a. Only those areas necessary for construction activities shall be cleared.
- b. During construction, building debris shall be removed from the stormwater flow path and deposited in trash receptacles and temporary stormwater control barriers shall be installed and maintained.

Temporary stormwater controls shall be maintained until permanent controls are installed. Permanent controls, when required, shall be constructed prior to the issuance of a Certificate of Occupancy.

- e. Direct connection between building gutters and downspouts and onsite stormwater systems into the City's stormwater conveyances is not allowed.

3. Stormwater Best management practices (BMP's)

3. Stormwater impacts shall be minimized by using site-suitable BMP's that maximize infiltration of stormwater and prevent or minimize offsite discharge.

Formatted: Indent: Left: 0"

Formatted: Indent: Left: 0"

Formatted: Not Highlight

Formatted: Not Highlight

Formatted: Not Highlight

Formatted: Underline, Not Highlight

Formatted: Not Highlight

Formatted: List Paragraph, Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

Formatted: Not Highlight

Formatted: Font: (Default) +Body (Calibri)

Formatted: Not Highlight

Formatted: Not Highlight

Comment [d40]: The following paragraphs require the use of BMP's, but they do not specify the sizing of BMP's.

How will the City staff and the Planning and Zoning Board decide whether proposed BMP's are adequate?

For instance, if a new house is proposed, will rain barrels on gutter downspouts be considered adequate? Would a swale also be required? In the absence of design criteria, how can the City and Board enforce the BMP provisions without being arbitrary?

Should the use of BMP's be strongly encouraged but not required?

Comment [d41]: Use of permanent BMP's in the Special Waterfront District is problematic because there is little open space in which to site them.

For instance, general commercial zone C-1 allows up to 80 percent lot coverage on a standard 30 foot by 30 foot lot. Required off-street parking will occur on part or all of the remaining 20 percent.

Other than using porous paving materials for parking areas, what kind of BMP's could be used and where would they be sited?

Comment [SJB42]: Does the City want to Clarify that these are BMP for Stormwater Management? A.1 and A.2 both state that this is for Stormwater Management consider changing the title to Stormwater Best Management practices or Best Management Practices for Stormwater Management

Stormwater flow paths for property as it is planned to be developed shall be determined and berms, shallow depressions, swales, contouring, terracing, landscaping, rain gardens, rain barrels, paving materials, concrete pavers and other stormwater management practices shall be included in the plan to intercept, infiltrate and treat stormwater before it reaches wetlands, surface waters or the City's stormwater conveyances.

Comment [SJB43]: The BMP's listed are encourages to maximize infiltration of stormwater and minimize offsite discharge. The definition of impervious surface coverage would restrict what BMP's could be considered open space. example. Porous and Permeable paving material are considered impervious material based on the definition of impervious surface listed in Chapter II definition. This definition may be more inline with stormwater managment, the city may want to consider revising the definition of Open space.

2.4. _____ Minimize soil exposure through organized scheduling of grading and construction activities; retain existing vegetation whenever feasible; stabilize all denuded areas after final grading; temporarily stabilize disturbed areas that are inactive and will be exposed to rain for 30 days or more utilizing stabilization techniques such as mulches, vegetation and sod. Control runoff by diverting stormwater away from stripped areas or newly seeded slopes; minimize the length and steepness of slopes, protect outlets to prevent erosion. Install sediment trapping structures such as silt traps, sediment basins, filter fabric, perimeter dikes. Inspect and maintain control measures regularly.

b. Best Management Practice methods may be in required open spaces.

Comment [SJB44]: see previous comment related to BMP, impervious surface, and Open space

c. Guidance regarding state permitting requirements and exemptions may be found at the City's Web site. Examples of BMP's and low Impact development practices are provided in the City's May 2015 Guide to Site Specific Stormwater Best Management Practices can also be found on the City's web site.

4. General Design Requirements

- a. The storm water system shall be designed in accordance with Rule 62-330 F.A.C., and City Standards for a 25-year, 24-hour event except that detention with filtration systems shall not be allowed and that off-line retention systems shall be used whenever the soil conditions will allow percolation of the treatment volume within 72 hours. When soil conditions will not allow infiltration practices to be used, the storm water system shall consist of a wet detention system with a vegetated littoral zone. To enhance the effectiveness of the wet detention system, landscape retention pretreatment practices such as the placement of storm sewer inlets in grassed areas shall be employed in combination with the detention system.
- b. To provide flood protection, the additional volume generated by the development from a 25-year storm event 24-hour duration shall be controlled by a detention facility and released at a rate of discharge not to exceed the peak discharge rate from the site in its undeveloped condition. Special engineering features all be incorporated in minimize the transport of pollutants remaining in the detention facility.
 - a. All detention facilities shall discharge design flow through structural discharge facilities. When direct discharge will degrade waters of natural streams, marshes,

environmentally sensitive areas shellfish classification waters, or lands naturally receiving sheet flow, the discharge structure shall direct the flow to an Intermediate spreader swale system.

- b. No new untreated point sources of discharge will be permitted

3. General Information for Engineered Plans

- a. The location of areas on the site where storm water collects or percolates into the ground; and the size, location and land use of any off-site areas which drain onto, through or from the project area.
- b. A map showing topography at a minimum contour interval of one-foot, vegetative cover, soils and seasonally high-water table elevations. Also show the location of any soils boring or percolation tests.
- c. details of hydrograph, side slopes, depths, elevations of all system components including wetlands, a topographical map with a minimum contour interval of one foot.
- d. An erosion and sediment control plan to retain sediment on-site. The plan shall describe, in detail, the type and location of control measures the stage of development at which they will be put into place and provisions for maintenance
- e. A description of scheduled maintenance, if applicable, ~~needs~~ of the storm water system.

Calculations to be Submitted

- a. All runoff calculations used in the design of the storm water system including a description of the methodology, assumptions and parameters. Include calculations showing discharges, elevations and volumes retained or detained and the volume of storm water treated for applicable design storm events. If a computer program is used for analysis, a copy of the printout shall be submitted.
- b. Computations of state-storage and stage-discharge for all structures.
- c. Computation of off-site inflows.
- d. Actual acreages and percentage of the project area for impervious surfaces, natural water bodies and wetlands, artificial lakes, retention or detention area, swales, pervious surfaces and total project area.
- e. Computation of pre-development and post-development runoff and storage.
- f. Identification of the entity responsible for the perpetual care, operation, maintenance, and associated liabilities of the system. If the entity is to be a public body such as a county, municipality, or special district, a letter or other evidence of acceptance must be included. If the entity is a non-public body such as a homeowner's association or private corporation or person, documentation of its existence, fiscal and legal ability, and willingness to accept the responsibility must be included.

Comment [d45]: Detail the State standard
responsibility contained in the State regulations and
the Environmental Resource Permit Handbook
Comment [Office46]:

Chapter VIII

Add

D. Fill and lot grading Requirements

1. Areas of Special Flood Hazard (rated A and V zones) and Water Front District

Fill, lot grading or landscaping involving up to 10 cubic yards of fill. Fill as defined, lot grading and/or landscaping activities involving the deposition/addition, movement and placement of soils involving less than 10 cubic yards of fill on an individual lot or parcel shall require a building permit and floodplain management permit. In a V zone, the use of earthen fill to elevate buildings and structures shall not be permitted. Note" 20 cubic yards is approximately 2.5 pick-up truck- loads of fill

At a minimum, the floodplain management permit shall include the following:

- a. Site plan showing proposed location of proposed fill; and
- b. Best Management Practice Method employed to ensure stormwater runoff is maintained onsite. (See city website).

Comment [d47]: Delete for the reasons I stated in comments above.

Fill involving more than 10 cubic yards: Fill or lot grading involving more than the deposition of 10 cubic yards of fill shall a building permit and floodplain management permit. Additionally, the application requires a sealed grading plan prepared by a Florida licensed professional architect, surveyor, or engineer. The plan shall delineate the amount and type of fill, the amount, type, source of fill, compaction specifications and ensure that fill will remain stable under conditions of flooding. The plan shall provide existing site details including the existing and proposed elevation of structures, infrastructure, drive ways, etc. The plan shall indicate the existing grade elevation and proposed grade elevation at property corners and the street centerline and must detail how drainage will be affected and how grade changes will impact stormwater run- off from the site to adjacent lots. The plan shall show the location of existing structures or features of the site. The plan shall detail drainage swales including design high points; intermediate grade points; and the locatlon, height, width and extent of retaining structures. The plan shall reflect surface slopes of drainage swales with flow direction arrows and include the elevation at any discharge point. The plan shall include documentation to show that the volume, rate and quality of stormwater runoff following the filling or grading of land shall not exceed pre-development or redevelopment conditions.

Comment [d48]: A grading plan and sealed plan for a residential property. The plan will detail the amount and type of fill, the amount, type, source of fill, compaction specifications and ensure that fill will remain stable under conditions of flooding. The plan shall provide existing site details including the existing and proposed elevation of structures, infrastructure, drive ways, etc. The plan shall indicate the existing grade elevation and proposed grade elevation at property corners and the street centerline and must detail how drainage will be affected and how grade changes will impact stormwater run- off from the site to adjacent lots. The plan shall show the location of existing structures or features of the site. The plan shall detail drainage swales including design high points; intermediate grade points; and the locatlon, height, width and extent of retaining structures. The plan shall reflect surface slopes of drainage swales with flow direction arrows and include the elevation at any discharge point. The plan shall include documentation to show that the volume, rate and quality of stormwater runoff following the filling or grading of land shall not exceed pre-development or redevelopment conditions.

Note: No lot shall be filled to a height that would result in water being conveyed to an adjacent property. No fill shall be placed in city rights of way.

After site improvements are completed and prior to the issuance of a Certificate of Occupancy by the City, when applicable, an "As Built" Certification from a Florida licensed Engineer, Surveyor or Architect must demonstrate there will be no discharge of stormwater to adjacent properties and that the filled lot is not higher than the centerline of the road and the adjacent lot on all sides.

Note: In designated V zones, fill may not be placed for use as structural support.

2. Areas Outside the Area of Special Flood Protection (A and V Zones) and Waterfront District

Fill, lot grading or landscaping involving up to 20 cubic yards of fill. Fill, lot grading and/or landscaping activities involving the deposition/addition, movement and placement of soils involving less than 20 cubic yards of fill on an individual lot or parcel shall require a building permit. At a minimum, the building permit shall include the following:

- a. Site plan showing proposed location of proposed fill
- b. Best Management Practice Method employed to ensure stormwater runoff is maintained onsite.

Fill involving more than 20 cubic yards: Fill or lot grading involving more than the deposition of 20 cubic yards of fill shall require a building permit. Additionally, the application requires a sealed grading plan prepared by a Florida licensed professional architect, surveyor, or engineer. The plan shall delineate the amount and type of fill, the amount, type, source of fill, compaction specifications and ensure that fill will remain stable under conditions of flooding, and include existing site details including structures, infrastructure, drive ways, etc. The plan shall indicate the existing grade and proposed grade in contour intervals of enough clarity to indicate the nature and extent of the work, including the type and amount of fill material that will be used. The plan shall contain elevations for existing and proposed grades at property corners and the street centerline and must detail how drainage will be affected. The plan shall show the location of existing structures or features of the site.

The plan shall show the location of existing structures or features of the site. The plan shall indicate drainage swales including design high points; intermediate grade points; and the location, height, and extent of retaining structures. The plan shall reflect surface slopes of drainage swales with flow direction arrows and include the elevation at the discharge ends of the swale's drainage pattern. The building permit shall include documentation to show that the volume, rate and quality of stormwater runoff following the filling or grading of land shall not exceed pre-development run-off or ~~redevelopment~~ conditions.

Note: No lot shall be filled to a height that would result in water being conveyed to an adjacent property. No fill shall be placed in city rights of way.

After site improvements are completed and prior to the issuance of a Certificate of Occupancy by the City, when applicable, an "As Built" Certification from a Florida Licensed Engineer, Surveyor or Architect must demonstrate there will be no discharge of stormwater to adjacent properties and that the filled lot is not higher than the adjacent lot on all sides.

3. Prohibited fill:

All types of solid waste, sludges, hazardous materials and hazardous waste so designated by the United States Environmental Protection Agency, the Florida Department of Environmental Protection, and local health and environmental protection agencies. All bio-medical wastes that may cause pathogenic contamination of water resources. Industrial chemicals, petroleum products, putrescible household waste, and other materials that would contaminate permitted fill material.

Fill may not be placed in wetlands and must be setback at least 20 feet from jurisdictional wetlands or surface water.

E. Landscaping

Routine maintenance of the landscaped area, plantings, or sod involving less than 1,000 square feet in area provided shall not be considered fill, provided the quantity and location meets the fill ordinance standards. Landscaping development proposed for more than 1000 square feet requires a landscape plan to identify vegetation plantings.

Section 6. Penalties: Any person who fills or grades property without first securing a permit approval shall be subject to the penalties of this code and may be required to restore the site to the satisfaction of the City Building Official. In addition, all activity on the property shall cease until a permit has been issued and there shall be no other approval until such time as the filling and grading permit has been approved.

Section 7. Inclusion in the Code of Ordinances. It is hereby directed that the provisions of this ordinance be included in the Code of Ordinances of the City of Apalachicola, Florida. To that end, any renumbering of the various sections is hereby authorized as necessary to achieve this directive.

Section 8. Severability. If any provision of this Ordinance is found to be invalid by a court of competent jurisdiction, then such determination shall not render the remaining provisions of the ordinance invalid.

Section 9. Effective Date. This Ordinance shall be filed with the Secretary of State and the Department of Economic Opportunity within ten days of adoption and shall take effect on

adoption of final agency action in accordance with Chapter Rule 73 C, Florida Administrative Code.

PASSED AND ADOPTED in Regular Session this ____ day of _____, 201__-

ATTEST:

City Commission of the City of Apalachicola, FLORIDA

Van Johnson, Mayor _____

Lee Mathes, City Administrator _____

APPROVED AS TO FORM: J. Patrick Floyd, Attorney _____

Summary Fill Requirements

Areas of Special Flood Hazard A and V zones and the Special waterfront District

Less than 10 cubic yards:

Building permit

Floodplain Management Permit

Stormwater BMPs

More than 10 cubic yards

Building permit

Floodplain Management Permit

Engineered plans with elevations/as built certificate

Outside the Area of Special Flood Hazard, A and V zones and the Special waterfront District

Less than 20 cubic yards:

Building Permit

Stormwater BMPs

More than 20 cubic yards

Building Permit

Engineered plans with elevations/As built Certificate

Summary of Workshop Input – Workshop #2 – February 11, 2019

A second planning workshop to further address proposed fill and stormwater ordinance was held on Tuesday, February 11, 2019. The noticed workshop was attended by 15 people in addition to the Planning & Zoning Board members.

The workshop was opened by the planning chair, Tom Daly. Cindy Clark, City Planner provided an overview of the changes that are being proposed to the ordinance in response to comments received at the workshop and in writing. The changes involve:

Definitions

- Merged new definitions with current definitions for Best Management Practices
- Deleted bark and wood from definition of fill (page 2)

Site Plans

- Added a section that indicates that architectural review and site plan review occur simultaneously by P&Z sitting as Architectural Review. (p6)
- Time limit on approval was changed to match another chapter and to indicate that if substantial construction does not occur, the board may impose newly adopted regulations at their discretion.(P6)
- Added requirement for elevation (p7) and for the site plan to provide location of handicapped parking and how spaces will be designated.
- Struck the description of several times of uses (p8) to require floor area
- Added requirement for stormwater to meet 25-hour storm frequency, 24-hour duration (p10) and ensures post development meets pre-development run-off

Stormwater

- Added specificity that all development provides some type of stormwater management (P11) ; exempts single family and less than 5000 square feet of new impervious coverage but requires best management practices
- Clarifies there can be no connection to city stormwater conveyances (p11)
- Increases examples of best management practices (p12) and revise citation for Florida Administrative Code
- Added back a section inadvertently deleted (p13) that provides general information and calculations for engineered stormwater plans that may not require a permit from the Water Management District; added provision to identify scheduled maintenance needs of the system

Fill Section

Areas of Special Flood Hazard A and V zones and the Special waterfront District

Less than 10 cubic yards: (P14)

- Building permit
- Floodplain Management Permit
- Stormwater BMPs

More than 10 cubic yards

- Building permit
- Floodplain Management Permit
- Engineered plans with elevations/as built certificate

Outside the Area of Special Flood Hazard, A and V zones and the Special waterfront District

Less than 20 cubic yards:

- Building Permit
- Stormwater BMPs

More than 20 cubic yards

- Building Permit
- Engineered plans with elevations/As built Certificate

Other changes

Added additional requirements for elevation points on swales (P 14)

Removed a prohibition that no grading occurs within five feet of lot (p16)

Added a Landscaping section and clarified that less than 1000 sq. ft. of sod is not fill, provided no fill is added to the sod (p16)

Ms. Clark reviewed what will require a permit and when best management practices are acceptable. Comments from the public centered on shells and compacted gravel. The group discussed percolation tests and rates for various types of fill.

Anita Grove raised concerns that current development trends raise the lot and drive with to a level higher than the centerline of the adjacent road.

Anita Grove volunteered to send descriptions of best management practices developed by the FL Dept. of Environmental Protection. She emphasized the growing population of our area and how important stormwater treatment is to water quality.

The group discussed changes to the Site Plan section covering the Time of Approval and whether changes to Chapter 3 are currently needed.

The group discussed problems related to a recent fill violation. A recommendation was made to invite a local fill contractor to answer questions at a future workshop.

Mr. Winterringer expressed concerns about the use of the 25- year storm frequency; 24- hour duration stating that this standard assumes eleven inches of rainfall. He thinks the standard is too strict and probably unachievable, particularly on smaller lots that may be in Areas of Special Flood Zone A or V. Ms. Clark explained that the comprehensive plan policy that establishes this standard would have to be amended before a different level of service standard can be placed in a land development regulation.

Chairman Daily expressed concern about houses being elevated on stem walls. He questioned if the City could require that all new construction be elevated using pilings. The group discussed additional strategies that might be employed including prohibiting slabs under houses or limiting the area that can be filled or limiting the types of fill under houses in order to reduce runoff. There was discussion regarding lot coverage. There was discussion on floodproofing below base flood for commercial development and the need to maintain city culverts and roadside swales.

Rebecca Jetton explained that 52 comments in writing were received and that she and the City planner went through each comment and will continue to conduct research and make changes. Chairman Daily requested that changes beyond this meeting now appear as strike through underlines. The workshop was adjourned, and the regular meeting of the Planning Board began.

Workshop Followup: Subsequent to February 11 workshop, a third draft incorporating recommended changes has been prepared. The Apalachicola City Commission are expected to set a joint workshop date later this spring with the Planning and Zoning Board to review the draft 3 changes. If approved, the changes will move forward to ordinance adoption later this spring.

5 Cubic Yards

10 Cubic Yards

Disclaimer- The height and width of the mulch piles in the picture may vary to the actual piles that are dropped and spread out by the delivery trucks

APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: January 7, 2020

SUBJECT: Audit Committee Discussion

AGENDA INFORMATION:

Agenda Location: New Business
Item Number: C
Department: Administration
Contact: Despina George, Commissioner
Presenter: Despina George, Commissioner

BRIEF SUMMARY: Commissioner George requested that the City Commission have an opportunity to discuss the membership and duties of the Audit Committee. The Audit Committee was established by Resolution 2018-12 in November, 2018.

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

FUNDING SOURCE: Not Applicable

ATTACHMENTS: Resolution 2018-12

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

RESOLUTION NO. 2018-12

A RESOLUTION OF THE CITY OF APALACHICOLA, FLORIDA, ESTABLISHING AN AUDIT COMMITTEE, ESTABLISHING THE DUTIES OF THE AUDIT COMMITTEE, AND PROVIDING AN IMMEDIATE EFFECTIVE DATE

WHEREAS, the City of Apalachicola is required pursuant to Florida Statue 218.391 to establish an Audit Committee to assist the City Commission when selecting an auditor to conduct the annual financial audit.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF APALACHICOLA, FLORIDA:

SECTION 1. The City Commission of the City of Apalachicola hereby establishes an Audit Committee whose purpose shall be to assist the Commission in selecting an auditor to conduct the annual financial audit of the City required by Section 218.39, Florida Statutes.

SECTION 2. The Audit Committee shall consist of members chosen by the City Commission. Committee members shall be appointed for a two year term and shall serve without compensation.

SECTION 3. The Audit Committee shall have all the duties set forth in Section 218.391, Florida Statutes, regarding selection of an auditor. The Audit Committee shall further be tasked with attending the auditor's exit conference upon preparation of the draft audit report, and may further be tasked with the following other functions arising therefrom, including: providing recommendations for improved financial practices and reporting, influencing appropriate action against fraud, and enhancing internal and external audit functions.

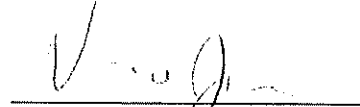
SECTION 4. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict. If any phrase, clause, sentence, paragraph, section, or subsection of this Resolution shall be declared unconstitutional or invalid by a court of competent jurisdiction, such unconstitutionality or invalidity shall not affect the remaining phrases, clauses, sentences, paragraphs, sections or subsections of this Resolution.

SECTION 5. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City of Apalachicola, Florida, this 6th day of November, 2018.

ATTEST:


Deborah Guillotte, City Clerk


Van W. Johnson, Sr., Mayor

