

**REGULAR MEETING
CITY COMMISSION
CITY OF APALACHICOLA, FLORIDA
TUESDAY, JUNE 4, 2019 – 6:00 PM
APALACHICOLA COMMUNITY CENTER
#1 BAY AVENUE
APALACHICOLA, FLORIDA**

AGENDA

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

- I. Call to Order
 - Invocation (Please rise and remain standing)
 - Pledge of Allegiance
- II. Agenda Adoption
- III. Mayor's and Commissioners Reports and Communications
- IV. City Manager Communications
 - Capital Improvement Plan
 - Election Ordinance
 - Christiana Moore Case – 51 8th Street
 - Apalachicola Municipal Library Building (Sixth Street) Lease Proposal
- V. Attorney Pat Floyd Communications
- VI. Presentations
 - A. Apalachicola Main Street's New Marketing Video – Jim Bachrach, Board Chair and August West, Executive Director
 - B. Point of Sale Tobacco Products – William "Hunter" Bailey, Mary Whitesell and SWAT Student
- VII. 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.

- VIII. Consent Agenda
 - A. Meeting Minutes Adoption
 - **Suggested Motion:** Adopt the April 30, 2019 Special Meeting Minutes and May 7, 2019 Regular Meeting Minutes.
 - B. Planning & Zoning Minutes Confirmation
 - **Suggested Motion:** Confirm the April 2019 Planning and Zoning Minutes
 - C. Grant Agreement – CareerSource Gulf Coast
 - **Suggested Motion:** To Approve the Grant Agreement with CareerSource Gulf Coast in the Amount of \$50,000 for Providing a Summer Enrichment Program and Authorize the City Manager to Execute the Grant Agreement Documents.

XI. Unfinished Business

- A. Resolution 2019-07 Providing for the Adoption of the Rules of Procedure for the Apalachicola City Commission
- **Suggested Motion:** To Adopt Resolution 2019-07 Providing for the Adoption of the Rules of Procedure for the Apalachicola City Commission.
- B. Proposed T-Mobile Site Lease Agreement
- **Suggested Motion:** None at this time pending further discussion by the City Commission.

X. New Business

- A. Dedication and Naming of Open Pavilion at Magnolia Cemetery
- **Suggested Motion:** To Approve the Naming and Dedication of the Open-Air Pavilion Plaque at Magnolia Cemetery for Local Pastors Lois and Lewis Long and Current City Mayor, Van W. Johnson, Sr.
- B. Dedication and Naming of "Give and Take" Box at Battery Park Marina
- **Suggested Motion:** To Approve the Placement, Naming and Dedication of a "Give and Take" Box at the Battery Park Marina in Honor of Captain Richard F. Scarabin, Jr.
- C. Mobile Food Trucks Ordinance Revision
- **Suggested Motion:** To Request that the Planning and Zoning Board Consider this Matter in Accordance with the Land Development Code Amendment Procedure as Outlined in Policy 2 of the Operations and Procedures Manual.
- D. Apalachicola Main Street's Independence Eve Celebration
- **Suggested Motion:** To Approve the Following:
 - The Use of Riverfront Park for the Independence Eve Celebration on July 3, 2019.
 - The Temporary Closure of Water Street between Avenues D and E and the Temporary Closure of Avenue E between Water Street and Commerce Street.
 - To Authorize the Sale of Alcohol in Accordance with Ordinance 2017-08.
- E. Wastewater Treatment Plant Permit Renewal Engineering Contract and Valve Replacement
- **Suggested Motion:** To Approve the Following:
 - The Operation Permit Renewal Scope of Work in the Amount of \$52,500 with Baskerville-Donovan, Inc. and Authorize the City Manager to Execute an Agreement for Services.
 - The Proposal by Aqua-Aerobic Systems, Inc. in the Amount of \$16,989 and Other Related Project Costs and Authorize the City Manager to Proceed with the Purchase.
- F. Public Use of the Fred Babb Sr. Memorial Complex Firing Range
- **Suggested Motion:** None at this time pending further discussion by the City Commission

XI. Adjournment

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



CITY OF APALACHICOLA

1 Avenue E • Apalachicola, Florida 32320 • 850-653-9319 • Fax 850-653-2205

www.cityofapalachicola.com

June 4, 2019

Mayor
Van W. Johnson, Sr.

TO: Mayor and City Commission

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

FR: Ron Nalley, City Manager *RWN*

RE: City Manager Communications – June City Commission Meeting

City Manager
Ron Nalley

During your meeting on June 4th, I will be giving a brief update on several matters. Below is a summary of those topics:

City Administrator
Lee H. Mathes, MMC

1) Capital Improvement Plan – Unfortunately, the Capital Improvement Plan is not completed. I will submit the first draft of the Plan to the Commission at your July meeting.

City Clerk
Deborah Guillotte, CMC

2) Election Ordinance – At your last meeting, the Commission asked for the City Manager to review options for holding a special election and then voted to proceed with the 2019 election as scheduled with consideration of a special one-year election. Following that meeting, the City Attorney and I had several discussions concerning the ability of one Board to legally bind a future board in regards to this matter and are recommending that the Commission abide by their vote at the May meeting to hold the 2019 election, but leave any future decision on a special election up to the new Board. The newly elected Commission can then decide what options they would like to consider as far as changing municipal election dates. As a result, we have not prepared a revised ordinance for your consideration.

City Attorney
J. Patrick Floyd

3) Christiana Moore Case: 51 8th Street – As requested, I have met with Mrs. Moore and the surrounding property owners regarding the unregulated fill at her home at 51 8th Street. At this time, all of us have tentatively reached an agreement on how to resolve this matter. Once the proposed work is completed, we will determine if the work has been successful and if so, request formal action of the Commission to resolve this matter completely. I will continue to keep you and the City Attorney updated on this as we move forward.

4) Apalachicola Municipal Library Building (Sixth Street) Lease Proposal – Recently, the City received a request to lease the Library Building on Sixth Street. In researching this possibility it was determined that the Philaco Club still had an interest in leasing the building. In keeping with the previous direction provided by the Commission in 2018, I will work with Ginny Griner, their President, to develop a proposed lease for your consideration at the July meeting.

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

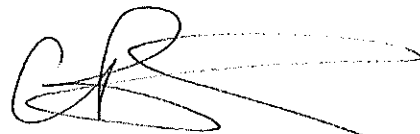
CITY OF APALACHICOLA
ADMINISTRATION DEPARTMENT
MAY 2019

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

30 work orders issued and completed
Approximately 66 accounts payable checks processed
1796 payments processed
2,038 bills processed
Mailed out TTHM letters

City Building Department Monthly Report /May 2019

1. For this month, I have processed and issued 28 permits.
2. 11 Sidewalk permit payments received
3. Housed Duke Energy meeting/class
4. Worked on CIP Worksheets
5. Reviewed 3 applications for P&Z
6. Mailed Complex Rent Invoices
7. Scheduled security cameras installation for complex and city hall safety
8. Assisted with water bill payments

A handwritten signature in black ink, appearing to be the initials 'CR' followed by a long, sweeping horizontal stroke.

Signature/Date

**City of Apalachicola
Police Department – Monthly Report
May 1 – 29, 2019**

	<u>Totals</u>
Traffic Stops/ Warnings/ citations	25
Arrests/ Warrant Requests	2
Traffic Accidents	7
Burglary/Theft calls	8
Assist Citizens/ Complaints/investigations	416
Trespass Warnings/agreements	12
Business alarm calls/building checks/welfare checks	305
Assist county call/other agencies	39
Domestic cases involving violence/disturbance calls	19
Drugs	0
Total calls from dispatch	893

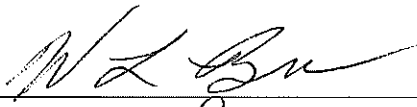
Code Enforcement Monthly Report

May, 2019

1. Number of tree removal applications for this month is 18 on private property with fee and 1 on city property with no fee.
2. Assisted on building permits applications. Field work I checked construction sites for permits. Had some siding going up and a roof being repaired without proper permits.
3. Addressed 20 complaints that came into or were called into the office, 13 were about trees, 2 was no permit, 1 trash piles at magnolia cemetery and 4 was trash on city right of ways.
4. Marked off grave lots in cemeteries as work orders required.
5. Completed 8 work orders as assigned.
6. Checked the payment drop box at old city hall twice a day the first week of the month. Then I check it once a day for the remaining weeks.
7. Checked payment drop boxes at Battery Park Boat Basin every Monday.
9. Assisting all Departments, City Hall, Public Works, and Water & Sewer when called upon.
10. Got all Flag checked for this quarter, with new one in place if needed. I also got with Duke Energy and replaced the broken rope on the flag pole at River Front Park and put two new flags up.
11. Still working with Mr. Greg James with WASTE PRO on getting some of the yard trash piles picked up that are on city right of ways.
12. Jim Bachrack and I repaired River Front Park's irrigation system it's back up and operating now.
13. I also got Lafayette Park's irrigation system back up and operating.

Wilbur L. Bellew: _____

Date: _____


5-30-19

City of Apalachicola Monthly Summery Report

May 2019

Apalachicola Margaret Key Library

Statistics:

- 10 new cards issued
- 0 seasonal renewals
- 130 new items added to collection
- 450 items checked out
- 650 computer and Wi-Fi uses
- 17 hands-on individual direct services assistance
- 10 children's programs with 188 in attendance

Of note:

- The bulk of May was spent on preparing for summer reading, wrapping up outstanding grants and organizing space. May is generally a bit slower and gives us a chance to address issues and try to plan ahead.
- A highlight of the month was school visits to the library for kindergarteners. They were so excited about the library and the program was an energetic blend of music, stories and dance. raising readers -- that's what we are all about!
- An inventory of the library collection has been completed and discrepancies with the catalog are being addressed. Staff will continue to monitor the collection throughout the summer.
- Staff and volunteers have started working on the genealogy and local history reference collection, cataloging and accounting for these materials. This project will stretch into the fall.
- Summer reading is kicking into high gear with three major events. Two -- the Alien Glow Party and a Star Wars party -- are for children and families. The third program is a three-day Harry Potter Cosplay [Costume Play] for HP fans from 9 to 99. The event includes costume and trivia contests, wand building, house assignments, a banquet, and an all day Harry Potter movie marathon.
- And then there is FEMA. We just keep plugging along.

CITY OF APALACHICOLA PUBLIC WORKS MONTHLY REPORT

May 2019

Meet with insurance inspectors about mold in the harbor master building.

Serviced 2 vehicles

Mounted and balanced tires on 2 vehicles.

We built ramps on docks at Battery Park boat ramp.

Meet with tree committee about trimming trees in city.

We collected 184 bags of trash from down town and public parks.

We built catch basin for culvert pipe on ellis vanvleet.

We have cut our routine main roads parks and cemeteries.

We routine cleaned city buildings.

We have had 3 funerals open and close

We completed 12 work orders.

We have fixed several roadways (done on work orders).

We remove limb on mlk blown down from weekend storm.

Put no dumping sign on bobby cato st.

Put window unit in city hall office.

We have cleaned several drainage ditches of debri and trash

We moved shop equipment from storage unit in eastpoint.

Signed. Robert Osburn

public works monthly work load indicators 2018/2019

	signs replaced	work orders	down town	trash bags	culverts replaced	veh. Serviced	funerals
oct	15	12	84	1	2		
nov	12	22	75	0	1	2	
dec	3	25	93	0	2	6	
jan	0	22	167	0	2	3	
feb	0	15	139	1	1	4	
march	0	28	150	1	1	2	
april		27	166	2	4	8	
may	1	12	184	0	4	3	
june							
july							
aug							
sept							
total	31	163	1058	5	17	28	

Water and Wastewater Department
Monthly Report for May 2019

Water Plant

- . We Treated 12,480,000 gal of Drinking Water
- . 5-8 We Inspected the Stripping Tower on the Ground Storage Tank at the Water Plant and Started Cleaning Medium Balls to Replace the Ones in it.
- . 5-23 Replaced Check Valve on #2 Hypo Pump.
- .5-25 Greased Blowers and Cleaned Air Filter.

Wastewater Treatment Plant

- . We Treated 8,120,000 gal of Wastewater
- . 5-3 Repaired Air leak on #1 Disc Filter.
- . 5-10 V- Belts came off #6 blower Was not found for two days this upset the Plant causing us to reject flow to the reject Pond. We also had some small EFF. Permit violations from this Upset.EFF. OK on the 17th.
- . 5-15 Rebuilt Check Valve for #4 Blower.
- . 5-23 Working in West spray fields. Freeing up stuck spray heads
- .5-28 Replaced Tube in Alum pump.

Distribution and Collections

- . We Handled 35 Work orders from City Hall.
- . We did not do any Water or Sewer Taps this Month because we had none to do. I want to give my Crew Rhett, T.J., Adam, Greg and Johnny a Big pat on the back. When I took over this new Department People where waiting Months to get Taps done. Now we are waiting on Taps to Do.
- . We Installed Auto valves on the end of A line on the Vac. System. This is helping keep this line from getting water logged and getting low Vacuum
- . We repaired 4 small water leaks.

City of Apalachicola CRA Monthly Summary Report: May 2019

Submitted by Executive Director Augusta R. West

USDA Grant/Loan Funding Package for Drinking Water Improvements

A post-obligation conference has been scheduled to take place in June to move forward with closing. This follows last month's Letter of Agreement for a \$1.7 million federal funding package for drinking water improvements signed by the City and USDA. The package consists of a \$1,230,730 grant and a \$474,000 long-term low-interest loan to fund the installation of the improvements required by the Florida Department of Environmental Protection to address the Trihalomethane (TTHM) compliance issue in our municipal water. The project engineer, Inovia Consulting, is working to finalize updated construction documents and will then move forward with the bidding process, which should take approximately three months. Site preparation work can begin within 30 days of the bid being awarded. The construction phase is expected to take approximately six months. The completed installation of the filtration system is expected to lift the DEP Consent Order and its associated fines.

USDA Rural Business Development Grant

The application package is under active review by the State USDA office, and I have provided additional documentation as requested. This project is for new pervious parking, lighting, and sidewalks on Water Street and Avenue G as well as sidewalk repair on Commerce Street. I expect a determination of funding by the end of June. I have received positive feedback thus far. This program is a 100% grant with no match required by the City. If funded, construction is expected to commence this fall. I recommend that a second RBDG project be developed over the next few months for the next application period which opens in the spring of 2020.

I met with Betty Webb, City Manager Ron Nalley, and Engineer Deji Ajose-Adeogun with Dewberry Consulting about dovetailing the RBDG project with a stormwater project slated for the same area with funding from the Northwest Florida Water Management District. Dewberry is working on a pilot project using pervious paver construction that provides on-site nutrient absorption from runoff. There may be some additional funding available to enable us to utilize this technique with the RBDG project. We will continue to coordinate on these projects.

State Legislative Agenda

The Apalachicola Environmental Stewardship Bill was hindered this past session by not having a House representative as well as some controversy surrounding its funding source. However, we have been encouraged to present a modified bill next session, and strategizing has begun. Rep. Lorraine Ausley reached out to me through Patrick Bell and requested a meeting regarding next steps for the bill. She indicated that she sees a path forward, working in conjunction with Rep. Raschein and others. She urged that we start preparing now for next session. A follow up meeting with her Legislative Aide is being scheduled. Rep. Ausley recently spoke with Rep. Raschein about the bill. Jason Shoaf has already agreed to sponsor the bill if elected to the House seat vacated by Halsey Beshears.

Patrick Bell also facilitated a conversation with Julie Dennis, former DEO Director of the Division of Community Development, who oversaw the Area of Critical State Concern program and worked with the Keys to help draft their successful Environmental Stewardship Bill. Now a consultant, she submitted a Community Planning Technical Assistance grant proposal on the City's behalf that outlines tasks that will help achieve the legislative intent of the Area of Critical State Concern designation. It also allows for

Hurricane Michael recovery planning. She indicated that the ACSC planning will strengthen the City's position as we pursue legislative funding.

Additional Grant Funding

Lately I have focused most of my grant research on funding opportunities to address the needs of the Hill portion of the CRA district. I have had conversations with staff at the Department of Economic Opportunity, USDA, the Apalachee Regional Planning Council, and others about grant programs that fit CRA initiatives.

Electric Car Charging Stations

The stations are being installed now and should be operational soon. The locations for the three stations are: Avenue F in front of the old Ford lot, on Avenue D near the Hayes House, and on Commerce Street alongside the Visitors Center. This is a pilot project by Duke Energy, and installation is at no charge to the City. Project completion will position Apalachicola as the only site with public electric car charging stations between Panama City and Tallahassee. This will attract visitors who are part of the growing electric car market to shop and dine in Apalachicola while their vehicles are charging.

Visit by Department of Economic Opportunity

Patrick Bell is coordinating with Mario Rubio, the newly appointed Director of Community Development, for a site visit by DEO staff to discuss opportunities for resources to address the City's challenges.

CRA Plan Update/Public Forums

Two public forums to gather community input on the CRA plan are being planned. One will be held at Holy Family to focus on the priorities of Hill neighborhood residents, and the other will be held at the Community Center with a focus on the needs of businesses. Apalachee Regional Planning Council staff will facilitate the meetings. ARPC staff and a consultant with experience in CRA planning may also be able to assist with drafting an updated plan at little to no charge for their professional services.

CRA Annual Report

The required annual report will be completed as soon as the CRA's financial numbers are available from the auditor. I have provided documentation requested to facilitate this.

New State Requirements

CS/HB 9 passed the Legislature this session and provides for increased accountability and transparency requirements. In summary, the new legislation:

- Requires ethics training for all CRA board members;
- Requires the CRA to use the same procurement processes as the city or county;
- Revises the annual reporting requirements for agencies;
- Allows for extensions of CRA terms beyond 2039;
- Limits the extension of outstanding bonds' maturity beyond 2039;
- Updates state agency requirements when declaring inactive CRAs;
- Allows the amounts of funding by each taxing authority who passes the funding ordinance of a CRA trust fund to be lowered to 50%;
- Requires all CRA expenditures to be pursuant to the annual budget;
- Such budget/amendments shall be submitted to the county 10 days after approval;
- Revises the list of allowed expenditures by a CRA;
- Allows end of fiscal year carry over of project funds beyond the 3 year limitation;

- Revises audit requirements;
- Requires the audit to accompany the annual financial report under 218.32;
- Effective October 1, 2019.

Kayak Launch

This project has been on hold.

Signage Project

This project has been on hold.

CITY OF APALACHICOLA LINE ITEM FINANCIAL STATEMENTS
 FOR PERIOD ENDED APRIL 30, 2019
 GENERAL FUND REVENUES

GL#	TITLE	ADOPTED BUDGET	AMENDMENTS	AMENDED BUDGET	CURRENT PERIOD	YTD ACTUAL	% OF BUDGET	REMAINING BALANCE
411001	AD VALOREM TAX - 9.6043	1,344,400.00		1,344,400.00	83,380.05	1,235,157.03	92%	109,242.97
412001	1/2 CENT SALES TAX	170,000.00		170,000.00	11,935.25	85,014.71	50%	84,985.29
412002	MOBILE HOME LICENSE TAX	100.00		100.00		125.00	125%	(25.00)
412003	ALCOHOLIC BEVERAGE TAX	8,000.00		8,000.00		3,157.59	39%	4,842.41
413100	UTILITY FRENCHISE	130,000.00		130,000.00	8,442.91	81,516.94	63%	48,483.06
413200	LOCAL COMMUNICATIONS TAX	62,000.00		62,000.00	2,848.76	30,428.30	49%	31,571.70
414100	UTILITY TAX	200,000.00		200,000.00	16,316.77	77,468.57	39%	122,531.43
421001	OCCUPATIONAL LICENSE TAX	30,000.00		30,000.00	257.82	14,958.45	50%	15,041.55
422006	GOLF CART PERMITS	10,000.00		10,000.00	1,250.00	6,450.00	65%	3,550.00
422004	SPECIAL EXCEPTION/VARIANCE FEE	6,000.00		6,000.00			0%	6,000.00
415120	STATE REVENUE SHARING	93,000.00		93,000.00	7,887.42	55,211.97	59%	37,788.03
4302	FINES & FORFEITURES	2,000.00		2,000.00	80.56	642.07	32%	1,357.93
4303	CEMETERY LOTS & OPENINGS	15,000.00		15,000.00	1,550.00	7,366.00	49%	7,634.00
44012	FACILITY/PROPERTY RENT	37,000.00		37,000.00	12,879.31	30,692.97	83%	6,307.03
422001	BUILDING PERMIT FEES	40,000.00		40,000.00	7,143.01	18,145.17	45%	21,854.83
422007	TREE APPLICATION FEES	3,300.00		3,300.00	650.00	3,150.00	95%	150.00
4305	STORMWATER FEES	30,000.00		30,000.00	1,346.83	9,142.83	30%	20,857.17
440163	DOT - TRAFFIC LIGHT REIMB	4,500.00		4,500.00			0%	4,500.00
440183	SANITATION FEES	550,000.00		550,000.00	44,753.63	237,314.31	43%	312,685.69
4555	COMMUNITY GARDEN	3,000.00		3,000.00	0.86	306.49	10%	2,693.51
44018	FARMERS MARKET	3,000.00		3,000.00	351.05	2,534.02	84%	465.98
4401	MISCELLANEOUS REVENUES	2,000.00		2,000.00	2,621.91	4,557.25	228%	(2,557.25)
4505	GRANT - GIS MAPPING PHASE II	50,000.00		50,000.00			0%	50,000.00
45081	GRANT - FAMU BUSINESS SUPPORT	147,700.00		147,700.00			0%	147,700.00
4537	GRANT - TECHNICAL ASSISTANCE	40,000.00		40,000.00		15,000.00	38%	25,000.00
45364	GRANT - FWC PARK RESTROOMS	462,400.00		462,400.00			0%	462,400.00
44019	GRANT - STORMWATER RETROFIT	398,500.00		398,500.00	1,581.08	32,529.00	8%	365,971.00
4546	GRANT - DOT BEAUTIFICATION	200,000.00		200,000.00			0%	200,000.00
4102	PROJECT IMPACT	370,900.00		370,900.00		142,517.75	38%	228,382.25
11025	LOCAL OPTION GAS TAX	62,000.00		62,000.00	4,540.66	36,830.92	59%	25,169.08
4301	COUNTY FIRE PROTECTION - MSBU	40,000.00		40,000.00	10,255.44	27,526.23	69%	12,473.77
4304	APALACHICOLA OYSTER LICENSE	40,000.00		40,000.00	0.29	2.05	0%	39,997.95
4557	HISTORY, CULTURE, ARTS MUSEUM	40,000.00		40,000.00	13,562.72	40,733.76	102%	(733.76)
45023	TRANSFER FROM CRA	10,000.00		10,000.00			0%	10,000.00
45024	LIBRARY PROGRAMS	1,000.00		1,000.00	4,000.00	8,572.00	857%	(7,572.00)
4401	INSURANCE - HURRICANE MICHAEL		436,752.07	436,752.07	5,331.98	442,084.05	101%	(5,331.98)
44016	DUKE ENERGY DONATION		10,000.00	10,000.00		10,000.00	100%	
	TOTAL GENERAL FUND REVENUES	4,605,800.00	446,752.07	5,052,552.07	242,968.31	2,659,135.43	53%	2,393,416.64

CITY OF APALACHICOLA LINE ITEM FINANCIAL STATEMENTS
 FOR PERIOD ENDED APRIL 30, 2019
 GENERAL FUND - GOVERNING BODY EXPENDITURES

GL#	TITLE	ADOPTED BUDGET	AMENDMENTS	AMENDED BUDGET	CURRENT PERIOD	YTD ACTUAL	% OF BUDGET	REMAINING BALANCE
513120	SALARIES	26,800.00		26,800.00	1,936.80	13,357.60	51%	13,242.40
513210	SOCIAL SECURITY	2,100.00		2,100.00	129.53	906.71	43%	1,193.29
513220	RETIREMENT	2,100.00		2,100.00	133.82	935.91	45%	1,164.09
513230	GROUP INSURANCE	16,100.00		16,100.00	339.09	4,490.22	28%	11,609.78
513310	LEGAL SERVICES	20,000.00		20,000.00	3,776.00	30,204.00	151%	(10,204.00)
513400	TRAVEL & TRAINING	1,000.00		1,000.00			0%	1,000.00
513520	SUPPLIES	1,000.00		1,000.00	180.00	1,542.59	154%	(542.59)
513540	DUES & FEES	2,000.00		2,000.00		1,151.00	58%	849.00
513320	AUDITING	38,000.00		38,000.00		19,047.61	50%	18,952.39
513344	ELECTION EXPENSE	7,000.00		7,000.00			0%	7,000.00
513410	COMMUNICATIONS	3,000.00		3,000.00	221.13	973.55	32%	2,026.45
513345	IT SERVICES	1,200.00		1,200.00		1,200.00	100%	-
513346	LOBBYIST	30,000.00		30,000.00	3,000.00	20,000.00	67%	10,000.00
513450	PUBLIC OFFICIALS LIABILITY INS.	2,000.00		2,000.00		2,764.00	138%	(764.00)
513541	GRANT - FAMU BUSINESS SUPPORT	147,700.00		147,700.00		-	0%	147,700.00
510515	LINE OF CREDIT PAYMENT	4,000.00		4,000.00	1,263.00	1,519.81	38%	2,480.19
510513	FEMA - HURRICANE MICHAEL		26,570.52	26,570.52		27,833.52	105%	(1,263.00)
	TOTAL EXPENSES	304,000.00	26,570.52	330,570.52	10,979.37	126,126.52	38%	204,444.00

CITY OF APALACHICOLA LINE ITEM FINANCIAL STATEMENTS
 FOR PERIOD ENDED APRIL 30, 2019

GENERAL FUND - ADMINISTRATION DEPARTMENT EXPENDITURES

GL#	TITLE	ADOPTED BUDGET	AMENDMENTS	AMENDED BUDGET	CURRENT PERIOD	YTD ACTUAL	% OF BUDGET	REMAINING BALANCE
510120	SALARIES	198,800.00		198,800.00	46,192.96	136,029.04	68%	62,770.96
510210	SOCIAL SECURITY	15,300.00		15,300.00	3,497.27	10,162.90	66%	5,137.10
510220	RETIREMENT	38,700.00		38,700.00	2,253.91	15,088.35	39%	23,611.65
510230	GROUP INSURANCE	39,100.00		39,100.00	2,891.39	21,468.44	55%	17,631.56
510310	LEGAL SERVICES	30,000.00		30,000.00	6,472.00	14,996.00	50%	15,004.00
5103101	PLANNING CONTRACT SERVICES	5,000.00		5,000.00		5,000.00	100%	-
510410	COMMUNICATIONS	10,300.00		10,300.00	725.61	3,921.02	38%	6,378.98
510400	TRAVEL/TRAINING	3,000.00		3,000.00		148.06	5%	2,851.94
510520	GAS	1,500.00		1,500.00			0%	1,500.00
510520	SUPPLIES	8,000.00		8,000.00	1,079.37	3,623.15	45%	4,376.85
510521	EQUIPMENT	3,000.00		3,000.00			0%	3,000.00
510540	DUES & FEES	2,000.00		2,000.00	520.00	1,239.93	62%	760.07
510440/510700	COPIER/POSTAGE RENTAL	4,200.00		4,200.00	311.93	2,610.18	62%	1,589.82
510450	WC INSURANCE	5,000.00		5,000.00		5,000.00	100%	-
510480	ADVERTISING	3,000.00		3,000.00	123.50	717.82	24%	2,282.18
510552	IT SERVICES	1,800.00		1,800.00		1,800.00	100%	-
510547	OYSTER LICENSING	2,500.00		2,500.00	60.61	60.61	2%	2,439.39
11023	TRANSFER TO ABOL ACCT	37,500.00		37,500.00			0%	37,500.00
	TOTAL EXPENSES	408,700.00		408,700.00	64,128.55	221,865.50	54%	186,834.50

CITY OF APALACHICOLA LINE ITEM FINANCIAL STATEMENTS
 FOR PERIOD ENDED APRIL 30, 2019
 GENERAL FUND - ZONING/CODE ENFORCEMENT DEPARTMENT EXPENDITURES

GL#	TITLE	ADOPTED BUDGET	AMENDMENTS	AMENDED BUDGET	CURRENT PERIOD	YTD ACTUAL	% OF BUDGET	REMAINING BALANCE
511120	SALARIES	70,300.00		70,300.00	5,404.80	37,833.60	54%	32,466.40
511210	SOCIAL SECURITY	5,400.00		5,400.00	394.56	2,761.73	51%	2,638.27
511220	RETIREMENT	5,900.00		5,900.00	446.44	3,175.30	54%	2,724.70
511230	GROUP INSURANCE	18,100.00		18,100.00	1,334.90	9,356.00	52%	8,744.00
5113102	BUILDING INSPECTOR CONTRACT SERVICES	30,000.00		30,000.00	5,727.57	16,851.23	56%	13,148.77
511310	LEGAL SERVICES	30,000.00		30,000.00	1,176.00	5,372.00	18%	24,628.00
5113101	PLANNING CONTRACT SERVICES	38,400.00		38,400.00	3,616.66	20,316.62	53%	18,083.38
511520	SUPPLIES	4,000.00		4,000.00	855.38	3,018.40	75%	981.60
511521	GAS	1,500.00		1,500.00		787.97	53%	712.03
511240	WC INSURANCE	2,000.00		2,000.00		2,000.00	100%	-
511480	ADVERTISING	3,000.00		3,000.00		194.60	6%	2,805.40
511410	COMMUNICATIONS	2,700.00		2,700.00	273.94	1,113.96	41%	1,586.04
511522/511523	EQUIPMENT	1,500.00		1,500.00			0%	1,500.00
511461	IT SERVICES	900.00		900.00		900.00	100%	-
511460	VEHICLE REPAIRS & MAINTENANCE	2,000.00		2,000.00		135.00	7%	1,865.00
510551	GIS MAPPING PROJECT PHASE II	50,000.00		50,000.00			0%	50,000.00
510512	GRANT - TECHNICAL ASSISTANCE	40,000.00		40,000.00	15,000.00	30,000.00	75%	10,000.00
	TOTAL EXPENSES	305,700.00		305,700.00	34,230.25	133,816.41	44%	171,883.59

CITY OF APALACHICOLA LINE ITEM FINANCIAL STATEMENTS
 FOR PERIOD ENDED APRIL 30, 2019
 GENERAL FUND - POLICE DEPARTMENT EXPENDITURES

GL#	TITLE	ADOPTED BUDGET	AMENDMENTS	AMENDED BUDGET	CURRENT PERIOD	YTD ACTUAL	% OF BUDGET	REMAINING BALANCE
5201120	SALARIES	303,700.00		303,700.00	24,432.10	174,737.51	58%	128,962.49
52011201	OVERTIME SALARY/SOCIAL SECURITY	36,000.00		36,000.00	849.76	23,183.13	64%	12,816.87
5201210	SOCIAL SECURITY	26,100.00		26,100.00	1,756.33	12,666.59	49%	13,433.41
5201220	RETIREMENT	77,800.00		77,800.00	5,962.42	45,147.27	58%	32,652.73
5201230	GROUP INSURANCE	69,600.00		69,600.00	4,986.58	35,086.06	50%	34,513.94
5201240	WC INSURANCE	15,000.00		15,000.00		19,293.25	129%	(4,293.25)
5201410	COMMUNICATIONS	16,000.00		16,000.00	1,396.69	5,559.71	35%	10,440.29
5201460	VEHICLE REPAIRS & MAINTENANCE	7,500.00		7,500.00	61.92	5,427.78	72%	2,072.22
5201463	TIRES	1,500.00		1,500.00		499.64	33%	1,000.36
52015201	UNIFORMS	2,500.00		2,500.00	100.99	160.97	6%	2,339.03
5201520	SUPPLIES	9,000.00		9,000.00	901.83	1,953.00	22%	7,047.00
5201521	GAS	20,000.00		20,000.00	1,106.71	10,016.51	50%	9,983.49
5201700	VEHICLE PAYMENT	27,000.00		27,000.00		18,557.16	69%	8,442.84
5201522/5201523	EQUIPMENT	6,000.00		6,000.00			0%	6,000.00
5201401	TRAINING	1,000.00		1,000.00			0%	1,000.00
5201702	STATION PAYMENT	1,500.00		1,500.00			0%	1,500.00
5201440	COPIER/POSTAGE RENTAL	1,000.00		1,000.00	48.87	447.20	45%	552.80
5201462	IT SERVICES	1,500.00		1,500.00		1,500.00	100%	-
	TOTAL EXPENSES	622,700.00		622,700.00	41,604.20	354,235.78	57%	268,464.22

CITY OF APALACHICOLA LINE ITEM FINANCIAL STATEMENTS
 FOR PERIOD ENDED APRIL 30, 2019
 GENERAL FUND - FIRE DEPARTMENT EXPENDITURES

GL#	TITLE	ADOPTED BUDGET	AMENDMENTS	AMENDED BUDGET	CURRENT PERIOD	YTD ACTUAL	% OF BUDGET	REMAINING BALANCE
5202130	VOLUNTEER COMPENSATION	17,500.00		17,500.00	-	5,700.00	33%	11,800.00
5202410	COMMUNICATIONS	1,000.00		1,000.00	44.92	375.86	38%	624.14
5202460	VEHICLE REPAIRS & MAINTENANCE	10,000.00		10,000.00		750.45	8%	9,249.55
5202492	SUPPLIES	4,000.00		4,000.00		198.95	5%	3,801.05
52024921	FIRST RESPONDER EXPENSE	3,000.00		3,000.00		920.36	31%	2,079.64
5202521	GAS	4,000.00		4,000.00		745.16	19%	3,254.84
5202240	AD&D/WC INSURANCE	5,000.00		5,000.00		5,000.00	100%	-
5202522/5202523	EQUIPMENT	4,000.00		4,000.00		4,000.00	100%	-
5202400	TRAINING	2,000.00		2,000.00			0%	2,000.00
5202461	IT SERVICES	300.00		300.00		300.00	100%	-
5202701	FIRE TRUCK/EQUIPMENT PAYMENT	49,100.00		49,100.00			0%	49,100.00
5202462	HOSE & PUMP TESTING	4,000.00		4,000.00		1,050.00	26%	2,950.00
11024	MSBU EXPENSES - RESTRICTED	30,000.00		30,000.00		13,800.00	46%	16,200.00
	TOTAL EXPENSES	133,900.00		133,900.00	44.92	32,840.78	25%	101,059.22

CITY OF APALACHICOLA LINE ITEM FINANCIAL STATEMENTS
 FOR PERIOD ENDED APRIL 30, 2019
 GENERAL FUND - PUBLIC WORKS DEPARTMENT EXPENDITURES

GL#	TITLE	ADOPTED BUDGET	AMENDMENTS	AMENDED BUDGET	CURRENT PERIOD	YTD ACTUAL	% OF BUDGET	REMAINING BALANCE
530120	SALARIES	240,900.00		240,900.00	15,787.14	121,584.10	50%	119,315.90
5301201	OVERTIME SALARY	10,000.00		10,000.00			0%	10,000.00
530210	SOCIAL SECURITY	19,300.00		19,300.00	1,184.62	9,004.71	47%	10,295.29
530220	RETIREMENT	19,800.00		19,800.00	1,242.96	9,804.28	50%	9,995.72
530230	GROUP INSURANCE	62,600.00		62,600.00	3,796.88	29,884.00	48%	32,716.00
530240	WC INSURANCE	29,000.00		29,000.00	3,195.08	28,954.40	100%	45.60
530410	COMMUNICATIONS	6,500.00		6,500.00	415.47	1,949.15	30%	4,550.85
530460	VEHICLE & EQUIPMENT MAINTENANCE	15,000.00		15,000.00	95.17	4,942.50	33%	10,057.70
530463	TIRES	3,000.00		3,000.00		845.90	28%	2,153.10
530520	SUPPLIES	15,000.00		15,000.00	1,250.88	3,351.99	22%	11,648.01
5305201	UNIFORMS	1,000.00		1,000.00			0%	1,000.00
530521	GAS	24,000.00		24,000.00	55.70	8,213.82	34%	15,786.18
530522/530523	EQUIPMENT	4,000.00		4,000.00			0%	4,000.00
541462	TREE MAINTENANCE	4,000.00		4,000.00		3,900.00	98%	100.00
530701	VEHICLE PAYMENT - Van	8,000.00		8,000.00		7,910.21	99%	89.79
530461	IT SERVICES	300.00		300.00	150.00	300.00	100%	-
530300	SANITATION SERVICES	435,000.00		435,000.00	33,840.92	208,514.75	48%	226,485.25
530462	STORMWATER IMPROVEMENT	30,000.00		30,000.00	1,341.56	7,688.73	26%	22,311.27
510509	GRANT - NWFWM D STORMWATER RETROFIT	398,500.00		398,500.00		27,885.40	7%	370,614.60
510516	GRANT - DOT BEAUTIFICATION	200,000.00		200,000.00			0%	200,000.00
541464	ROAD, SIDEWALK, STORMWATER REPAIRS - LOGT	12,000.00		12,000.00			0%	12,000.00
541464	ZERO TURN MOWER - LOGT	7,000.00		7,000.00			0%	7,000.00
541464	BUSH HOG PAYMENT - LOGT	17,300.00		17,300.00	17,285.38		100%	14.62
541464	VEHICLE PAYMENT - 2 TRUCKS - LOGT	16,200.00		16,200.00			0%	16,200.00
541464	MINI EXCAVATOR PAYMENT - LOGT	5,600.00		5,600.00		6,441.31	115%	(841.31)
541464	UNIDENTIFIED PROJECTS - LOGT	3,900.00		3,900.00			0%	3,900.00
	TOTAL EXPENSES	1,587,900.00		1,587,900.00	62,356.38	498,461.43	23%	1,089,438.57

CITY OF APALACHICOLA LINE ITEM FINANCIAL STATEMENTS
 FOR PERIOD ENDED APRIL 30, 2019
 GENERAL FUND - LIBRARY DEPARTMENT EXPENDITURES

GL#	TITLE	ADOPTED BUDGET	AMENDMENTS	AMENDED BUDGET	CURRENT PERIOD	YTD ACTUAL	% OF BUDGET	REMAINING BALANCE
571120	SALARY	42,500.00		42,500.00	4,068.80	25,915.90	61%	16,584.10
571130	LIBRARY CLERKS	17,000.00		17,000.00		2,255.00	13%	14,745.00
571210	SOCIAL SECURITY	3,300.00		3,300.00	307.71	1,958.62	59%	1,341.38
571220	RETIREMENT	3,600.00		3,600.00	336.91	2,074.60	58%	1,525.40
571230	GROUP INSURANCE	12,700.00		12,700.00	933.59	6,535.13	51%	6,164.87
571410	COMMUNICATIONS	2,500.00		2,500.00	156.74	945.60	38%	1,554.40
571462	CLEANING SERVICES	2,600.00		2,600.00			0%	2,600.00
571520	SUPPLIES	1,000.00		1,000.00	855.38	1,551.07	155%	(551.07)
571431	AUTOMATION	1,000.00		1,000.00			0%	1,000.00
571660	BOOKS	6,000.00		6,000.00	165.58	566.11	9%	5,433.89
571450	WC INSURANCE	1,000.00		1,000.00		1,000.00	100%	-
571461	IT SERVICES	1,200.00		1,200.00	825.00	825.00	69%	375.00
571343	LIBRARY PROGRAMS	1,000.00		1,000.00	2,589.80	2,589.80	259%	(1,589.80)
	TOTAL EXPENSES	95,400.00		95,400.00	10,239.51	46,216.83	48%	49,183.17

CITY OF APALACHICOLA LINE ITEM FINANCIAL STATEMENTS
 FOR PERIOD ENDED APRIL 30, 2019
 GENERAL FUND - PARKS DEPARTMENT & RECREATION/COMMUNITY PROGRAMS EXPENDITURES

GL#	TITLE	ADOPTED BUDGET	AMENDMENTS	AMENDED BUDGET	CURRENT PERIOD	YTD ACTUAL	% OF BUDGET	REMAINING BALANCE
PARKS DEPARTMENT EXPENDITURES								
572430	UTILITIES			3,500.00	33.37	1,838.15	53%	1,661.85
572463	MAINTENANCE	3,500.00		6,500.00	1,956.00	4,406.79	68%	2,093.21
572459	PROPERTY/LIABILITY INSURANCE	5,000.00		5,000.00		5,000.00	100%	-
510526	FWC BATTERY PARK RESTROOM GRANT	462,400.00		462,400.00			0%	462,400.00
	TOTAL PARKS DEPARTMENT EXPENSES	477,400.00		477,400.00	1,989.37	11,244.94	2%	466,155.06
RECREATION/COMMUNITY PROGRAMS EXPENDITURES								
572344	PROJECT IMPACT PROGRAM	383,900.00		383,900.00	31,769.09	187,116.22	49%	196,783.78
572491	DIXIE YOUTH DONATION	2,000.00		2,000.00			0%	2,000.00
510529	COMMUNITY GARDEN	3,000.00		3,000.00			0%	3,000.00
510492	FARMERS MARKET	3,000.00		3,000.00		1,041.00	35%	1,959.00
512320	SENIOR PROGRAM	2,000.00		2,000.00	9,030.25	34,807.74	0%	2,000.00
510530	HISTORY, CULTURE, ARTS MUSEUM - RESTRICTED	40,000.00		40,000.00			87%	5,192.26
	TOTAL RECREATION DEPARTMENT EXPENSES	433,900.00		433,900.00	40,799.34	222,964.96	51%	210,935.04

CITY OF APALACHICOLA LINE ITEM FINANCIAL STATEMENTS
 FOR PERIOD ENDED APRIL 30, 2019
 GENERAL FUND - FACILITIES EXPENDITURES

GL#	TITLE	ADOPTED BUDGET	AMENDMENTS	AMENDED BUDGET	CURRENT PERIOD	YTD ACTUAL	% OF BUDGET	REMAINING BALANCE
	UTILITIES:							
5724301	Community Center	7,000.00		7,000.00	493.82	4,325.26	62%	2,674.74
5724303	Holy Family	6,500.00		6,500.00	475.99	3,561.25	55%	2,938.75
5724305	6th Street Rec	1,500.00		1,500.00		603.63	40%	896.37
5724304	Johnson Complex	30,000.00		30,000.00	1,548.72	13,181.51	44%	16,818.49
5724302	Field House & Field	1,800.00		1,800.00	85.64	923.43	51%	876.57
5724307	Public Restrooms	1,000.00		1,000.00	73.28	422.82	42%	577.18
510430	City Hall	6,000.00		6,000.00		949.45	16%	5,050.55
571430	Library	4,800.00		4,800.00	283.89	2,165.98	45%	2,634.02
5202430	Fire Station	3,200.00		3,200.00		3,353.66	105%	(153.66)
5201430	Police Station	3,200.00		3,200.00	361.22	361.22	11%	2,838.78
530430	Public Works	6,500.00		6,500.00	262.09	2,768.38	43%	3,731.62
530431	Street Lights	62,000.00		62,000.00		31,139.62	50%	30,860.38
572461	REPAIRS & MAINTENANCE	30,000.00		30,000.00	4,077.95	9,730.09	32%	20,269.91
572464	JANITORIAL SERVICE	13,200.00		13,200.00	1,400.00	5,120.00	39%	8,080.00
	LIABILITY/PROPERTY INS:							
572450	Community Center	6,000.00		6,000.00		6,000.00	100%	-
572451	Holy Family	11,500.00		11,500.00		11,500.00	100%	-
572452	6th Street Rec	2,000.00		2,000.00		2,000.00	100%	-
572453	Johnson Complex	3,000.00		3,000.00		3,000.00	100%	-
572454	Gym	3,000.00		3,000.00		3,000.00	100%	-
572455	Field House & Field	1,400.00		1,400.00		1,400.00	100%	-
572456	Public Restrooms	2,500.00		2,500.00		2,500.00	100%	-
572457	Raney House	3,600.00		3,600.00		3,600.00	100%	-
572458	HCA	3,600.00		3,600.00		3,600.00	100%	-
510450	City Hall	3,600.00		3,600.00		3,600.00	100%	-
571450	Library	2,000.00		2,000.00		2,000.00	100%	-
5202240	Fire/Police Station	4,500.00		4,500.00		4,500.00	100%	-
530240	Public Works	6,600.00		6,600.00		6,600.00	100%	-
5724101	COMMUNICATIONS	4,700.00		4,700.00	444.47	2,559.91	54%	2,140.09
572465	IT SERVICES	1,500.00		1,500.00			0%	1,500.00
	TOTAL EXPENSES	236,200.00		236,200.00	9,507.07	134,466.21	57%	101,733.79

CITY OF APALACHICOLA LINE ITEM FINANCIAL STATEMENTS
 FOR PERIOD ENDED APRIL 30, 2019
 ENTERPRISE FUND REVENUES

GL#	TITLE	ADOPTED BUDGET	AMENDMENTS	AMENDED BUDGET	CURRENT PERIOD	YTD ACTUAL	% OF BUDGET	REMAINING BALANCE
	WATER & SEWER FUND							
11044	WATER UTILITY BILL REVENUE	744,000.00		744,000.00	69,631.94	487,079.61	65%	256,920.39
443601/11046	WATER TAPS	15,000.00		15,000.00		8,348.00	56%	6,652.00
11044	SEWER UTILITY BILL REVENUE	682,000.00		682,000.00	66,062.85	438,599.62	64%	243,400.38
443605	SEWER USER FEE REVENUE	500,000.00		500,000.00	41,666.67	291,666.69	58%	208,333.31
443602/11046	SEWER TAPS	20,000.00		20,000.00	13.30	7,400.00	37%	12,600.00
443003	MISCELLANEOUS REVENUE	500.00		500.00		78.46	16%	421.54
443001	INTEREST ON INVESTMENT	500.00		500.00			0%	500.00
	TOTAL WATER & SEWER REVENUE	1,962,000.00		1,962,000.00	177,374.76	1,233,172.38	63%	728,827.62
	SCIPIO CREEK MOORING BASIN							
11047/412005	MOORING BASIN INCOME	37,000.00		37,000.00	4,442.95	23,748.19	64%	13,251.81
412006	REPAIR YARD	2,000.00		2,000.00			0%	2,000.00
411001	MISCELLANEOUS	100.00		100.00	0.36	3.54	4%	96.46
	TOTAL SCIPIO CREEK MOORING BASIN	39,100.00		39,100.00	4,443.31	23,751.73	61%	15,348.27
	BATTERY PARK BOAT BASIN							
11048/422001	MOORING BASIN INCOME	55,000.00		55,000.00	5,646.71	29,133.93	53%	25,866.07
422002	LAUNCH FEE INCOME	9,000.00		9,000.00	573.00	2,059.75	23%	6,940.25
420001	MISCELLANEOUS	100.00		100.00	15.50	85.24	85%	14.76
	TOTAL BATTERY PARK BOAT BASIN	64,100.00		64,100.00	6,235.21	31,278.92	49%	32,821.08
	TOTAL ENTERPRISE FUND REVENUES	2,065,200.00		2,065,200.00	188,053.28	1,288,203.03	62%	776,996.97

CITY OF APALACHICOLA LINE ITEM FINANCIAL STATEMENTS
 FOR PERIOD ENDED APRIL 30 2019
 ENTERPRISE - WATER DEPARTMENT EXPENDITURES

GL#	TITLE	ADOPTED BUDGET	AMENDMENTS	AMENDED BUDGET	CURRENT PERIOD	YTD ACTUAL	% OF BUDGET	REMAINING BALANCE
540120	SALARIES	192,000.00		192,000.00	7,684.80	138,170.27	72%	55,829.73
5401201	OVERTIME SALARY/SOCIAL SECURITY	15,000.00		15,000.00	107.65	6,442.62	43%	8,557.38
540201	SOCIAL SECURITY	14,700.00		14,700.00	570.00	10,009.71	68%	4,690.29
540220	RETIREMENT	15,900.00		15,900.00	535.19	12,521.22	79%	3,378.78
540230	GROUP INSURANCE	46,900.00		46,900.00	1,850.67	29,500.90	63%	17,399.10
540450	LIABILITY/PROPERTY/WC INSURANCE	18,800.00		18,800.00		18,800.00	100%	-
540310	ATTORNEY FEES - WATER LITIGATION	25,000.00		25,000.00			0%	25,000.00
540410	COMMUNICATIONS	2,500.00		2,500.00	169.18	763.87	31%	1,736.13
540480	DUES & FEES	600.00		600.00			0%	600.00
540520	SUPPLIES	60,000.00		60,000.00	3,225.93	20,481.13	34%	39,518.87
540524	UNIFORMS	1,500.00		1,500.00		199.19	13%	1,300.81
540430	UTILITIES	45,000.00		45,000.00	2,162.53	25,399.44	56%	19,600.56
540521	GAS	9,000.00		9,000.00		5,727.80	64%	3,272.20
540460	REPAIRS & MAINTENANCE	30,000.00		30,000.00	2,053.19	2,225.05	7%	27,774.95
540462	FIRE HYDRANT MAINT & REPAIRS	10,000.00		10,000.00			0%	10,000.00
540463	ELEVATED TANK MAINTENANCE	7,500.00		7,500.00		90.21	0%	7,500.00
540400	TRAVEL/TRAINING	2,000.00		2,000.00			5%	1,909.79
540522/540523	EQUIPMENT	5,000.00		5,000.00		2,450.00	49%	2,550.00
540461	TESTING	7,500.00		7,500.00	300.00	2,043.00	27%	5,457.00
540466	IT SERVICES	1,500.00		1,500.00			0%	1,500.00
540465	TTHM EXPENSE	10,000.00		10,000.00		9,410.00	94%	590.00
540456	BOND PAYMENT - 2003 BOND SERIES	142,500.00		142,500.00		78,000.00	55%	64,500.00
540702	RADIO READ METER LOAN PAYMENT	32,100.00		32,100.00		32,034.31	100%	65.69
540701	VEHICLE	4,300.00		4,300.00		4,239.77	99%	60.23
540701	MINI EXCAVATOR	5,600.00		5,600.00		5,600.00	100%	-
540600	CAPITAL OUTLAY	54,100.00		54,100.00		29,198.00	54%	24,902.00
	TOTAL EXPENSES	759,000.00		759,000.00	18,659.14	433,306.49	57%	325,693.51

CITY OF APALACHICOLA LINE ITEM FINANCIAL STATEMENTS
 FOR PERIOD ENDED APRIL 30, 2019
 ENTERPRISE - SEWER DEPARTMENT EXPENDITURES

GL#	TITLE	ADOPTED BUDGET	AMENDMENTS	AMENDED BUDGET	CURRENT PERIOD	YTD ACTUAL	% OF BUDGET	REMAINING BALANCE
550120	SALARIES	158,600.00		158,600.00	16,648.00	40,521.12	26%	118,078.88
5501201	OVERTIME SALARY/SOCIAL SECURITY	15,000.00		15,000.00	322.96	2,690.95	18%	12,309.05
550210	SOCIAL SECURITY	12,200.00		12,200.00	1,075.87	2,536.04	21%	9,663.96
550220	RETIREMENT	16,100.00		16,100.00	1,738.27	5,583.46	35%	10,516.54
550230	GROUP INSURANCE	34,400.00		34,400.00	4,064.67	9,666.21	28%	24,733.79
550450	LIABILITY/PROPERTY/WC INSURANCE	30,000.00		30,000.00		30,000.00	100%	-
550451	FLOOD INSURANCE	6,000.00		6,000.00			0%	6,000.00
550452	POLLUTION INSURANCE	2,500.00		2,500.00			0%	2,500.00
550410	COMMUNICATIONS	7,000.00		7,000.00	518.51	2,836.11	41%	4,163.89
550480	DUES & FEES	1,000.00		1,000.00			0%	1,000.00
550520	SUPPLIES	70,000.00		70,000.00	4,678.40	40,451.99	58%	29,548.01
550524	UNIFORMS	1,500.00		1,500.00			0%	1,500.00
550430	UTILITIES	120,000.00		120,000.00	6,761.84	70,916.00	59%	49,084.00
550521	GAS	10,000.00		10,000.00		5,727.81	57%	4,272.19
550460	REPAIRS & MAINTENANCE	65,000.00		65,000.00	408.93	20,043.10	31%	44,956.90
550461	TESTING	22,000.00		22,000.00		9,178.00	42%	12,822.00
550522/550523	EQUIPMENT	5,000.00		5,000.00		1,529.03	31%	3,470.97
550400	TRAVEL/TRAINING	1,000.00		1,000.00			0%	1,000.00
550466	IT SERVICES	1,500.00		1,500.00			0%	1,500.00
550456	BOND PAYMENT	50,000.00		50,000.00		30,600.00	61%	19,400.00
550457	DEP PAYMENT	435,000.00		435,000.00		217,500.00	50%	217,500.00
11026	DEP RESERVE PAYMENT	89,100.00		89,100.00		44,550.00	50%	44,550.00
550701	VEHICLE PAYMENT	4,300.00		4,300.00		4,239.00	99%	61.00
550701	MINI EXCAVATOR	4,800.00		4,800.00		4,800.00	100%	-
550600	CAPITAL OUTLAY	41,000.00		41,000.00			0%	41,000.00
	TOTAL EXPENSES	1,203,000.00		1,203,000.00	36,217.45	543,368.82	45%	659,631.18

CITY OF APALACHICOLA LINE ITEM FINANCIAL STATEMENTS
 FOR PERIOD ENDED APRIL 30, 2019
 ENTERPRISE - SCIPPIO CREEK & BATTERY PARK EXPENDITURES

GL#	TITLE	ADOPTED BUDGET	AMENDMENTS	AMENDED BUDGET	CURRENT PERIOD	YTD ACTUAL	% OF BUDGET	REMAINING BALANCE
SCIPPIO CREEK								
510430	UTILITIES	5,000.00		5,000.00		1,401.53	28%	3,598.47
510410	COMMUNICATIONS	4,900.00		4,900.00	40.51	243.83	5%	4,656.17
510450	LIABILITY/PROPERTY INSURANCE	18,000.00		18,000.00		13,195.08	73%	4,804.92
510460	REPAIRS & MAINTENANCE	900.00		900.00		1,041.04	116%	(141.04)
510520	SUPPLIES	1,000.00		1,000.00		145.84	15%	854.16
510472	SUBMERGED LAND LEASE	3,000.00		3,000.00		1,200.00	0%	3,000.00
510462	JANITORIAL SERVICES	6,300.00		6,300.00	360.00		19%	5,100.00
	TOTAL SCIPPIO CREEK EXPENSES	39,100.00		39,100.00	400.51	17,227.32	44%	21,872.68
BATTERY PARK								
520430	UTILITIES	7,000.00		7,000.00	271.89	2,647.03	38%	4,352.97
520450	LIABILITY/PROPERTY INSURANCE	15,000.00		15,000.00		15,000.00	100%	-
520460	REPAIRS & MAINTENANCE	5,000.00		5,000.00		1,567.50	31%	3,432.50
520520	SUPPLIES	2,000.00		2,000.00	442.92	587.43	29%	1,412.57
520471	SUBMERGED LAND LEASE	2,000.00		2,000.00		1,907.70	95%	92.30
520463	IT SERVICES	600.00		600.00			0%	600.00
520600	CAPITAL OUTLAY	32,500.00		32,500.00			0%	32,500.00
	TOTAL BATTERY PARK	64,100.00		64,100.00	714.81	21,709.66	34%	42,390.34

CITY OF APALACHICOLA LINE ITEM FINANCIAL STATEMENTS
 FOR PERIOD ENDED APRIL 30, 2019
 SPECIAL REVENUE FUND - APALACHICOLA COMMUNITY REDEVELOPMENT AGENCY

GL#	TITLE	ADOPTED BUDGET	AMENDMENTS	AMENDED BUDGET	CURRENT PERIOD	YTD ACTUAL	% OF BUDGET	REMAINING BALANCE
REVENUES								
45042	CRA TAX INCREMENT	36,000.00	9,000.00	45,000.00	4.25	42,001.40	93%	2,998.60
45043	DONATIONS	2,000.00		2,000.00			0%	2,000.00
45044	SPECIAL EVENTS	5,000.00		5,000.00			0%	5,000.00
45045	MAIN STREET CONTRIBUTION	25,000.00		25,000.00	4,199.63	4,199.63	17%	20,800.37
45046	GRANT - USDA RURAL BUSINESS DEVELOPMENT	225,000.00		225,000.00			0%	225,000.00
11035	CASH BALANCE BROUGHT FORWARD	10,000.00	2,000.00	12,000.00			0%	12,000.00
	TOTAL CRA REVENUE	303,000.00	11,000.00	314,000.00	4,203.88	46,201.03	15%	267,798.97
EXPENSES								
514120	SALARIES	38,000.00		38,000.00	3,166.67	22,166.69	58%	15,833.31
514210	SOCIAL SECURITY	2,900.00		2,900.00	239.03	1,673.21	58%	1,226.79
514220	RETIREMENT	3,100.00		3,100.00	261.57	1,830.99	59%	1,269.01
514230	GROUP INSURANCE	7,000.00		7,000.00	532.36	3,726.52	53%	3,273.48
514310	PROFESSIONAL SERVICES	2,000.00		2,000.00		500.00	25%	1,500.00
514520	OPERATING EXPENSES	3,000.00		3,000.00	2,190.10	2,860.10	95%	139.90
514400	TRAVEL & TRAINING	2,000.00		2,000.00		1,338.55	67%	661.45
514320	SIGN REPLACEMENT PROGRAM	10,000.00	(10,000.00)	-				-
514321	MICRO PROJECTS		15,000.00	15,000.00			0%	15,000.00
11021	TRANSFER TO GENERAL FUND	10,000.00	6,000.00	16,000.00			0%	16,000.00
514351	GRANT - USDA RURAL BUSINESS DEVELOPMENT	225,000.00		225,000.00			0%	225,000.00
	TOTAL CRA EXPENSES	303,000.00	11,000.00	314,000.00	6,389.73	34,096.06	11%	279,903.94

CITY OF APALACHICOLA LINE ITEM FINANCIAL STATEMENTS
 FOR PERIOD ENDED APRIL 30, 2019
 SPECIAL REVENUE FUND - REVOLVING LOAN PROGRAM

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

CITY OF APALACHICOLA LINE ITEM FINANCIAL STATEMENTS
 FOR PERIOD ENDED APRIL 30, 2019
 REVENUES & EXPENDITURES SUMMARY

TITLE	ADOPTED BUDGET	AMENDMENTS	AMENDED BUDGET	CURRENT PERIOD	YTD ACTUAL	% OF BUDGET	REMAINING BALANCE
GENERAL FUND REVENUES	4,605,800.00	446,752.07	5,052,552.07	242,968.31	2,659,135.43		
GENERAL FUND DEPARTMENTS:							
GOVERNING BODY							
ADMINISTRATION	304,000.00	26,570.52	330,570.52	10,979.37	126,126.52		
ZONING/CODE ENFORCEMENT	408,700.00		408,700.00	64,128.55	221,865.50		
POLICE	305,700.00		305,700.00	34,230.25	133,816.41		
FIRE	622,700.00		622,700.00	41,604.20	354,235.78		
PUBLIC WORKS	133,900.00		133,900.00	44.92	32,840.78		
LIBRARY	1,587,900.00		1,587,900.00	62,356.38	498,161.43		
PARKS	95,400.00		95,400.00	10,239.51	46,216.83		
RECREATION/COMMUNITY PROGRAMS	477,400.00		477,400.00	1,989.37	11,244.94		
FACILITIES	433,900.00		433,900.00	40,799.34	222,964.96		
TOTAL ALL DEPARTMENT EXPENDITURES	236,200.00		236,200.00	9,507.07	134,466.21		
				275,878.96	1,781,939.36		
			GENERAL FUND YTD REVENUES - YTD EXPENSES		877,196.07		
WATER & SEWER FUND REVENUE	1,962,000.00		1,962,000.00	177,374.76	1,233,172.38		
WATER EXPENSES	759,000.00		759,000.00	18,659.14	433,306.49		
SEWER EXPENSES	1,203,000.00		1,203,000.00	36,217.45	543,368.82		
			WATER & SEWER YTD REVENUES - YTD EXPENSES		256,497.07		
SCIPIO CREEK REVENUES	39,100.00		39,100.00	4,443.31	23,751.73		
SCIPIO CREEK EXPENSES	39,100.00		39,100.00	400.51	17,227.32		
			SCIPIO CREEK YTD REVENUES - YTD EXPENSES		6,524.41		
BATTERY PARK REVENUES	64,100.00		64,100.00	6,235.21	31,278.92		
BATTERY PARK EXPENSES	64,100.00		64,100.00	714.81	21,709.66		
			BATTERY PARK YTD REVENUES - YTD EXPENSES		9,569.26		
CRA REVENUES	303,000.00	11,000.00	314,000.00	4,203.88	46,201.03		
CRA EXPENSES	303,000.00	11,000.00	314,000.00	6,389.73	34,096.06		
			CRA YTD REVENUES - YTD EXPENSES		12,104.97		
REVOLVING LOAN REVENUES	36,200.00		36,200.00		22,191.09		
REVOLVING LOAN EXPENSES	36,200.00		36,200.00		500.00		
			REVOLVING LOAN YTD REVENUES - YTD EXPENSES		21,691.09		

**APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: June 4, 2019**

SUBJECT: Apalachicola Main Street's New Marketing Video

AGENDA INFORMATION:

Agenda Location: Presentation
Item Number: A
Department: Administration
Contact: Augusta West, Executive Director
Presenter: Jim Bachrach, Board Chair and Augusta West, Executive Director

BRIEF SUMMARY: Apalachicola Main Street is pleased to present its new 60-second marketing video to our elected officials and the community. The video, titled "There's Still a Place," showcases the ambiance of Apalachicola, with scenes that give viewers a glimpse of the history, nature, lifestyle, and amenities of the area, and emphasizes Apalachicola as the heart of the Forgotten Coast. The idea for a video was developed by business owners in focus groups organized by Main Street. Main Street board member Carol Guild, who retired here after a career in advertising and marketing that spanned four decades, was the creative force that shaped the project from concept to completion. The video features residents, business owners, actual tourists, and Franklin County Humane Society dogs. On May 17 almost 100 people attended the premiere screening at the Center for History, Culture, and Art. Since its release, the video has gone viral on social media. Apalachicola Main Street extends its gratitude to all who participated in this successful project.

RECOMMENDED MOTION AND REQUESTED ACTIONS: None at this time.

FUNDING SOURCE: Funding for this project was provided by Visit Florida, Florida Main Street, and the Apalachicola Main Street Board.

ATTACHMENTS: Related News Article Dated April 12, 2019

STAFF'S COMMENTS AND RECOMMENDATIONS: This video has been very well received by our residents and local businesses and we appreciate the hard work and effort by the Main Street Board and staff.



Main Street films promo video

By DAVID ADLERSTEIN

Apalachicola Times Editor

Posted Apr 12, 2019 at 11:52 AM

Updated Apr 12, 2019 at 11:53 AM

Apalachicola Main Street stepped into the video production biz this week, overseeing a project to tout tourism in the city and other aspects of the county's appeal.

Tuesday and Wednesday, a film crew from Onpoint Digital Media in Tallahassee was in Apalachicola to film scenes and locations for a new video, produced by Main Street and funded by grant money and private matching funds.

Main Street board member Carol Guild, who retired here in 2016 after a 43-year career in advertising and marketing, said the video by Onpoint, one of three companies to respond to a request for proposals, will run about \$13,125. Funding comes from a \$5,000 grant from Visit Florida, a \$2,500 technical assistance grant from Florida Main Street, and the remainder from private matching funds from Main Street board members.

Familiar with filmmaking, having scripted and filmed videos and TV commercials shot for clients in locations from Vermont, to Milwaukee, to San Diego, Guild said the project has been two years in the making, starting as a suggestion from downtown business owners at a focus group held by Apalachicola Main Street in spring 2017. Several script ideas were narrowed down to one that best highlighted the history, nature, boating, fishing, shopping, and dining, along with the appeal of the beaches on St. George Island and the many festival weekends.

Onpoint had hoped to shoot in October, but Hurricane Michael squelched that idea, she said. Scenes in the video are being filmed on St. George Island, throughout downtown Apalachicola, and in parts of the historic district.

The script track is being done as voiceover, but more than a dozen local residents, and even a couple of their dogs, are taking part in the video as extras, several of them from The Panhandle Players. Also, some employees from local businesses will be used in scenes, although specific businesses are not promoted by the video. The video also includes aerial scenes from drones, filmed by Russell Mick, owner of Running Man Pictures, also based in Tallahassee.

Title of the 60-second video is "There's Still a Place," telling how the Forgotten Coast is where old Florida can still be found. It will be posted on websites, starting with the downtown Apalachicola website, and will be made available to the TDC, and to any business in the area that wants to put a link on their website.

Guild said it will eventually be used as a TV spot to run in regional markets, increasing awareness about this part of Florida. "This video also fills a key part of the Visit Florida strategic plan to increase economic development through travel to emerging Florida destinations," said Main Street Director Augusta West. "That is exactly what the Forgotten Coast is ... an emerging destination."

**APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: June 4, 2019**

SUBJECT: Point of Sale Tobacco Products

AGENDA INFORMATION:

Agenda Location: Presentation
Item Number: B
Department: Administration
Contact: William "Hunter" Bailey, Health Educator/Tobacco Prevention Specialist
Presenter: William "Hunter" Bailey, Mary Whitesell and SWAT Student

BRIEF SUMMARY: The Tobacco Prevention Program with the Florida Department of Health in Franklin County is looking to educate the public on a point of sale policy initiative that they are considering for possible adoption in the future. The presentation is educational in nature and will help answer questions regarding what point of sale is, how it affects the tobacco use rates among youth in Apalachicola, and how they can help reduce these numbers.

RECOMMENDED MOTION AND REQUESTED ACTIONS: None at this time.

FUNDING SOURCE: Not Applicable.

ATTACHMENTS: Pictures of Point of Sale in Stores and a Point of Sale Flyer Explaining Policy Choices and Plug-In Ordinances.

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

POINT OF SALE

MARKETING AND PROMOTING TOBACCO PRODUCTS IN RETAIL ENVIRONMENTS

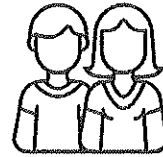
WHAT IS POINT OF SALE?

PRIME PRODUCT AND ADVERTISING LOCATION

The "power wall" is the area of tobacco products displayed behind the counter of convenience stores and gas stations. They draw attention to these products and can prompt impulse purchases.



One study showed that youth exposed to a "power wall" were more susceptible to future cigarette smoking compared to those exposed to a tobacco display hidden by an opaque wall.



HIGH CONCENTRATION OF TOBACCO ADVERTISEMENTS INDOORS AND OUTDOORS

Youth are more likely than adults to be influenced by promotions.

PRODUCT DISCOUNTS

Pricing strategies that make tobacco products cheaper lead to increased youth initiation, experimentation and regular smoking.

WHY DOES IT MATTER?



80% of retailer outlets feature tobacco product advertising inside.



More than two-thirds of teenagers visit a convenience store at least once a week.



Studies show that schools with a higher number of nearby tobacco retailers have higher smoking rates.



Tobacco companies target lower-income, minority communities with point-of-sale marketing.

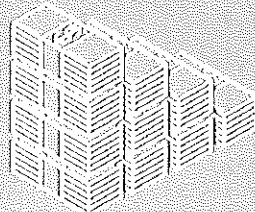
TOBACCO COMPANIES SPEND BILLIONS EACH YEAR ON PROMOTIONS AND ADVERTISEMENTS

THE TOBACCO INDUSTRY SPENT

\$34.9

BILLION

on **cigarette marketing** at retail points of sale in **2015**.



THE TOBACCO INDUSTRY SPENT

\$33.4

BILLION

on **smokeless marketing** at retail points of sale in **2015**.

YOU CAN GET INVOLVED!

CONTACT YOUR LOCAL TOBACCO PREVENTION SPECIALIST AT 850-227-4330 FOR MORE INFORMATION.



Example of a Power Wall vs Covered Wall?



"Power Wall"



"Covered Wall"

MINUTES OF THE SPECIAL MEETING OF THE APALACHICOLA CITY COMMISSION HELD TUESDAY, APRIL 30, 2019, 6:00 PM AT THE APALACHICOLA COMMUNITY CENTER.

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

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

ABSENT: Commissioner Anita Grove

CALL TO ORDER

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

AGENDA ADOPTION

Mayor Johnson called for a motion to approve the agenda.

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

APPEAL HEARING - CHRIS MOORE - 51 8TH STREET

Attorney Pat Floyd gave a brief review of the Appeal case of Christiana Moore at 51 8th Street. Attorney Floyd introduced Dan Hartman as Attorney who will be representing the City Commission and stated that he will be representing City staff.

Attorney Dan Hartman reviewed the Appeal Hearing Process. Attorney Hartman stated that the last procedural issue is notice and that the interested party being the City and the Appellant made notice in writing and additional notice was provided on the City of Apalachicola website as well as posting and parties stipulate that notice is sufficient for today's hearing. Attorney Stephen Turner agreed and stated that the Appellant received notice. Attorney Floyd stated he has no objections.

Attorney Floyd stated there is a matter concerning Commissioner Mitchell Bartley. City Clerk Deborah Guillotte stated Commissioner Bartley has recused himself from the Christiana Moore Appeal Hearing because of a conflict of interest and submitted the proper paperwork, which will be included as part of the minutes. Attorney Hartman stated Commissioner Mitchell Bartley cannot participate in the hearing, but is welcome to stay at the meeting.

Attorney Turner made a request that Commissioner Bartley not be among the seated City Commissioners as a part of this Appeal Hearing. Mayor Johnson stated he agreed with this request and ask that Commissioner

Bartley be seated in the audience. Attorney Turner added that he hopes the City Commission can come to a decision on this Appeal so no other litigation will be necessary.

Attorney Turner stated he has two objections in this case: 1) That a Quasi Judicial Hearing was not held and; 2) Attorney Floyd being said Attorney also had a conflict of interest, and that this has influenced staff.

Attorney Stephen Turner distributed a packet of material he put together to support the argument for the Appellant; these exhibits being said to be from records from City and Appellant and some additional documents he made himself. Attorney Turner reviewed the case stating there has been an objection that there is no floodplain application and he reviewed the requirements of the Ordinance. Attorney Turner stated the City Floodplain Administrator did not allow for fill for the trees that had been removed from the property, and the City Floodplain Administrator does not have any evidence backing her decision. Attorney Turner requests that relief be granted, that the Notice of Violation be rescinded, the Stop Work Order be rescinded, and the Lawsuit dismissed. Attorney Turner requests the City allow the Appellant to submit to the City, assisted by the Engineer a post construction topographical elevation survey in addition to the one that was already submitted just prior to the Flood Plain Administrator's decision and order.

Attorney Floyd reviewed and addressed the City Commission for City Staff in reference to the Floodplain Violation. Attorney Floyd read Code 104.1 of the Flood Plain Management Ordinance, stating no such permit or approval shall be issued until compliance requirements, codes and regulations have been met, and that the evidence is that Mrs. Moore did not do this. Attorney Floyd stated that the pre and post topographical survey document that the levels were raised by three dump truck loads or fifty four yards of fill dirt and were not permitted. Lee Mathes, the Flood Plain Administrator, had the discretion to determine if there was a violation based on principles of the Code. The Appellant was asked and given the opportunity to remove the three dump truck loads of fill dirt, but refused. Attorney Floyd requested that the City Commission deny the Appeal based on the supported evidence of record and the decision made by the Flood Plain Administrator, and that Ms. Mathes has not shown error or lack of evidence in the record.

The City Commission discussed and questioned both Attorney Pat Floyd and Attorney Stephen Turner with resolving the appeal decision of the unpermitted, disallowed, and ordered to be removed forty five yards of fill dirt.

Attorney Hartman stated the scope of this proceeding is narrow and the issue to be decided is to confirm the decision of the Floodplain Administrator and deny the appeal or determine the decision of staff is erroneous and grant the appeal. If desired the Commission may also direct staff to further work on resolving the issue.

Commissioner Elliott recommended talking and reviewing the matter with Dewberry and Associates to consider different options.

Attorney Tuner stated he has no problem further discussing this issue by professionals, so a practical solution can be made.

Attorney Floyd stated that the City Commission has the right, after this proceeding, whether in Circuit Court or not, to meet with anyone to discuss the resolution of this particular issue. Attorney Turner is requesting the City Commission to come up with a solution, which is for Ms. Moore to submit another topographical survey to further demonstrate if there is a change in the elevation level.

Mayor Johnson stated that based on the evidence presented and lack of error, that he requests a motion to affirm the staff recommendation and order of the Flood Plain Administrator.

Commissioner Brenda Ash made a motion to affirm the Floodplain Administrator's decision and order as originally submitted. Commissioner Jimmy Elliott second and the motion carried 4-0.

Mayor Johnson then requested that the matter of Mrs. Moore be placed on the May agenda City Commission Agenda.

ADJOURNMENT

With no further business, Commissioner Jimmy Elliott made a motion to adjourn the meeting at 8:15 pm. Commissioner Brenda Ash seconded and motion carried 4-0.

Van W. Johnson, Sr., Mayor

Deborah Guillotte, City Clerk

**MINUTES OF THE REGULAR MEETING OF THE APALACHICOLA CITY COMMISSION HELD TUESDAY,
MAY 7, 2019, 6:00 PM AT THE APALACHICOLA COMMUNITY CENTER.**

PRESENT: Mayor Pro Tem Brenda Ash
Commissioner Jimmy Elliott
Commissioner Anita Grove
Commissioner Mitchell Bartley

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

ABSENT: Mayor Van W. Johnson, Sr.

CALL TO ORDER

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

AGENDA ADOPTION

Mayor Pro-Tem Ash called for a motion to approve the agenda.

Commissioner Mitchell Bartley made a motion to approve the agenda as presented. Commissioner Anita Grove seconded and the motion carried 4-0.

MAYOR'S AND COMMISSIONERS REPORTS AND COMMUNICATIONS

The Mayor and Commissioners had no reports or communications at this time.

CITY MANAGER COMMUNICATIONS

- **Letter of Support** - The City of Apalachicola has been asked by the Apalachee Regional Planning Council to send a letter of support to FDOT District 3 Secretary Phillip Gainer regarding their request for an interchange at I-10 and SR 65. This new interchange would allow for a closer and more direct evacuation route going north from the coast and provide a direct transportation corridor with a significant impact on Franklin County's economic and tourist development. Unless the City Commission expressed any concerns, Mayor Johnson will be asked to sign the attached letter of support. There were no concerns.
- **Harbor Master House** - As mentioned in an email to the Commission on April 23rd, black mold was discovered in the Harbor Master House and the decision was made by FWCC to leave the building until the cause and extent of the problem was determined. Following review of the results of their testing and remediation cost estimates it was decided that FWCC will terminate their lease with the City. Staff has contacted our insurance agent as well as FEMA to determine how much of the cost for remediation might be covered under existing policies and through Hurricane Michael public assistance.

- **JBG Rockfest** – JBG Rockfest is an annual concert put together by the Justin B. Griffin Memorial Skate Park. It is a two day event to help raise funds to revamp the local skate park for the community's youth. Since 2012, this event has been held on St. George Island, but due to damages from Hurricane Michael, the show this year has been relocated to Halfshell Dockside on Market Street. The event will be held on Friday, May 17 and Saturday, May 18 and is an all-ages event with live music. They are expecting between 250 and 350 guests throughout the weekend. The City will be assisting by providing off-duty police officers for the event, who will be paid through concert proceeds.
- **Legislative Update** - Augusta West reported the 2019 legislative agenda was part of a multi-faceted approach to receive funding for the City's infrastructure needs. The City submitted several appropriations requests in addition to filing for the first time the Apalachicola Environmental Stewardship Bill. As of April 30th the City had over \$400,000 in the budget for water and sewer appropriations projects, due in large part to the efforts of our Lobbyist, Patrick Bell. Unfortunately, when the session ended the City had not received any funding in the legislature this year. Ms. West stated \$25 million dollars was diverted to the Department of Economic Opportunity for grants for water and waste water projects in hurricane affected areas, and stated that the City will be eligible to apply for these funds. The City has learned a lot through this session and will begin working on this again during the summer.

ATTORNEY PAT FLOYD COMMUNICATIONS

- Attorney Floyd stated there are three code violations issues that he is working on with the County Court.
- Attorney Floyd stated he has done some work on the Triumph Fund projects.
- Attorney Floyd stated that he is still working on the Duke Energy Franchise Agreement.

PRESENTATIONS

A. 2019-2024 Capital Improvements Plan Presentation – City Manager, Ron Nalley - The Capital Improvement Plan (CIP) is a financial planning tool that looks into the future to forecast the City's equipment, building and infrastructure needs. Generally speaking, an item is included in the City's CIP if it has a life expectancy of greater than one year and a value of greater than \$5,000. The CIP process began with the distribution of the worksheets to department heads and will end in July with the adoption of the final plan. Mr. Nalley invited the public to contact him with any input or to suggest projects.

PUBLIC HEARING

ORDINANCE NO. 2019-03- MOBILE FOOD TRUCKS ORDINANCE

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

AN ORDINANCE OF THE CITY OF APALACHICOLA, FLORIDA, AMENDING THE APALACHICOLA LAND DEVELOPMENT CODE OF ORDINANCES BY CREATING CHAPTER XI, MOBILE FOOD TRUCKS; PROVIDING REGULATIONS FOR MOBILE FOOD TRUCKS OPERATING WITHIN THE CITY; REQUIRING MOBILE FOOD

TRUCK VENDOR PERMITS FOR OPERATION OF MOBILE FOOD TRUCKS; ESTABLISHING A ZONE FOR OPERATION OF MOBILE FOOD TRUCK BUSINESSES; ESTABLISHING PROHIBITIONS; ESTABLISHING OPERATING REQUIREMENTS; ESTABLISHING PENALTIES FOR VIOLATIONS; AMENDING CHAPTER II OF THE LAND DEVELOPMENT CODE TO CREATE DEFINITIONS FOR MOBILE FOOD TRUCKS; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, AND AN EFFECTIVE DATE.

Mayor Pro-Tem Ash opened the floor for public comment.

Mr. Nalley stated following April's meeting, minor revisions were made in response to comments received and the proposed Ordinance is being submitted for a public hearing and adoption. In addition, a small group of concerned citizens representing the local restaurant and food truck industry met with staff and discussed additional revisions that are being presented to the Commission alongside other minor changes for their consideration. Mr. Nalley stated that in the Ordinance, the strike-through items were removed and the underlines are additions, based on the citizens group input. Mr. Nalley reviewed Ordinance 2019-03 briefly stating the changes made. Commissioner Grove expressed her concern of when does a food truck become a permanent established eatery and when is it a mobile food truck. Commissioner Ash stated she would like to see the definition of "permanent", "temporary" or "mobile". Commissioner Grove explained to the citizens, that it isn't that the City doesn't want to have mobile food trucks, but that the City doesn't have a current Ordinance and that is where we are at this point.

In a response to a question from Commissioner Grove, Mr. Nalley stated the City has a Business Tax License Ordinance that was updated in 2011, but the Land Development Code was not updated to coincide with this. At this time the Land Development Code does not allow for mobile food trucks. If Ordinance 2019-03 is approved tonight it will have to also be approved by the Department of Economic Opportunity which takes approximately thirty to forty five days.

The public had numerous concerns with this Ordinance and requested that the City Commission reconsider not allowing mobile food trucks in the C2 District due to sanitation issues, not limit the days of operation, not being made to move the mobile food truck off private property when not in operation, not requiring the use of only single-service food utensils, and allow picnic tables and signage for business advertisement.

There being no further comments, Mayor Pro-Tem Ash closed the public hearing.

PUBLIC COMMENT

Mayor Pro-Tem Ash opened the floor for public comment.

- Bonnie Davis expressed her concern with public meeting notices of the proposed City Commission Rules of Procedure.
- Walter Robinson expressed his concern with the City's right-of-way streets not being cut, and that grass cutting should be put back on the City's schedule. Mr. Nalley stated that the City has cut this service as an alternative to help with the current budget deficit, but that we will look at reinstating this service once the City is in a better financial position. There are some areas the City still cuts, those being main roads, parks and cemeteries. Commissioner Ash requested staff consider alternatives for vacant properties.

- The public had numerous concerns about the 2019 election being extended and requested the City Commission not extend their terms for one year, have the 2019 election and allow the new commission in office to re-run in the November general 2020 election, to inform the public better of changes the City intends on making, to have a referendum on the September 2019 ballot for citizen input, to make sure all taxes are current with the County on citizens qualifying to vote, and to vote against this proposed Ordinance.
- Mary Lynn Rodgers requested the City come and look at a tree that is on the City right-of-way that has fallen and was leaning over on her shed after Hurricane Michael.
- Darren Guillotte, Manager of Leavin's Seafood, expressed his concern of the road closure of Water Street during special events. Mr. Guillotte requested that they be notified so he can re-route the seafood trucks coming into their businesses. In a response to a question from Commissioner Ash, Mr. Nalley stated that at this time the Chief of Police is updating the process of how we handle special event notification, so that proper notice can be given to those businesses affected by this decision.

CONSENT AGENDA

Mayor Pro-Tem Ash presented the Consent Agenda and asked if any items should be removed before consideration of a motion.

- Meeting Minutes Adoption - Adopt the April 2, 2019 Regular Meeting Minutes and April 16, 2019 Special Meeting Minutes.
- Planning & Zoning Minutes Confirmation - Confirm the March 2019 Planning and Zoning Minutes
- Grant Submittal Approval – Achieving Resilience through Hazard Mitigation - To approve submittal of a grant proposal to NOAA's Northern Gulf Of Mexico Sentinel Site Cooperative on behalf of the City of Apalachicola.
- Grant Submittal Approval – Apalachicola Area Historical Society – Florida Division of Historic Resources Grant to Adopt Resolution 2019-08 supporting the grant application not to exceed \$200,000 to the Florida Division of Historic Resources for the Renovation of the Raney House.

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

UNFINISHED BUSINESS

A. ORDINANCE 2019-03 MOBILE FOOD TRUCK REGULATION
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Attorney Floyd read Ordinance 2019-03 by title as follows:

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

Ordinance 2019-03 – Mobile Food Truck Regulations to Adopt Ordinance 2019-03 Mobile Food Trucks Ordinance.

Commissioner Jimmy Elliott made a motion to amend Ordinance 2019-03 to allow operation for six days, for the food truck to remain stationary on private property and to keep tables on private property. Commissioner Bartley seconded the motion.

Commissioner Grove requested a provision showing a contract or agreement that takes care of grease and trash disposal. In a response to a question from Commissioner Grove, Mr. Nalley stated that the proposed Zoning districts allow for eating and drinking establishments. Commissioner Grove suggested that C2 be dropped from this Ordinance. Bonnie Davis suggested C2 is scattered, and that some areas may be more appropriate for food trucks than others. Numerous citizens requested that C2 not be restricted in the Community Redevelopment Agency area.

Attorney Floyd stated that the amendments that were suggested in the motion would have to be revised in another Ordinance and that the City would have to advertise and go through the ordinance adoption process with the changes. Attorney Floyd stated that the Commission could table the current Ordinance tonight, make the changes and start the adoption process over again with the required public hearing. Commissioner Grove suggested adopting the Ordinance as is and addressing the changes in the future.

Commissioner Elliott stated that he has already made a motion and received a second.

Commissioner Elliott then made a motion to amend the previous motion and to allow citizens at this time to operate their business under the current Ordinance for three to six days of operation with a special exception, for the food truck to remain stationary on private property and to have tables on private property until new Ordinance is completed. Commissioner Bartley seconded.

Mr. Nalley stated staff could not support this Amendment. Commissioner Grove clarified that if the City makes these changes that it will stop the process and start it all over again. Attorney Floyd clarified that the motion is to amend and make applicable at this time the provisions that were discussed up to this point moving forward and that the motion has been changed to amend the ordinance. In the meantime, the City would like the citizens to operate under the amended terms referenced in the amended motion. Commissioner Elliott suggested that maybe under special exception the citizens can operate under the amended provisions. Attorney Floyd stated in his opinion, this is not legal and would not be valid. Attorney Floyd stated if the Commission would like some kind of authorization for these citizens to operate at this time, they need to pass the Ordinance as is.

Mayor Pro-Tem Ash stated that there is a motion and a second on the table to amend the current Ordinance to six days of operation, to keep the food truck stationary on private property and to have tables on private property and also Commissioner Elliott's Amendment to allow the citizens to operate on a temporary basis under these provisions until changes have been made.

Commissioner Elliott then restated his motion to amend the previous motion to allow citizens at this time to operate their business under the current Ordinance for three to six days of operation with a special exception, for the food truck to remain stationary on private property and to have tables on private property until the new Ordinance is completed. Commissioner Bartley seconded and the motion tied 2-2, with Commissioner Grove and Mayor Pro-Tem voting against the Motion.

Commissioner Grove then made a motion to adopt Ordinance 2019-03 Mobile Food Truck Ordinance as is and bring the necessary changes to be able to operate 6 days, to keep food truck stationary on private property and to have tables on private property to the June meeting in order to begin the adoption process with the changes. Commissioner Mitchell Bartley seconded and the motion carried 4-0.

Mr. Nalley requested clarification of the word "stationary," and language concerning seating and parking requirements in the Land Development Code. Commissioner Elliott stated his intent to allow food trucks to stay stationary on private property and not have to be moved when not in operation.

UNFINISHED BUSINESS

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

Attorney Floyd read Ordinance 2019-04 by title as follows:

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

Commissioner Elliott made a motion for staff to research the possibility of proceeding with the 2019 election as scheduled with the agreement that it will be a one year term and that the current commissioners would re-run in the 2020 County's general election.

Attorney Floyd clarified that the City Commission is not adopting Ordinance 2019-04 since this is the first reading and that the above changes will need to be researched and brought back to the June meeting. Commissioner Elliott suggested the City Commission proposed this change originally due to cost savings. Commissioner Elliott stated that now this will cost the City for two years, 2019 and then in 2021, and the elections will be scheduled with the County general elections after that time. Commissioner Elliott requested Mr. Nalley get with Supervisor Riley at the Board of Elections on this issue. Attorney Floyd reminded the

Commissioner that this is the first reading. Commissioner Grove requested staff look into different options on this situation to bring back to the City Commission.

Commissioner Elliott restated his motion to proceed with the 2019 election as scheduled and amend to have a one year election for the upcoming City Commission seats and then re-run for those same seats in the 2020 election for a first reading at the June meeting. Commissioner Mitchell Bartley seconded and the motion carried 4-0.

UNFINISHED BUSINESS

C. RESOLUTION 2019-07 PROVIDING FOR THE ADOPTION OF THE RULES OF PROCEDURE FOR THE APALACHICOLA CITY COMMISSION

Commissioner Anita Grove made a motion that Resolution 2019-07 be tabled for further review of special meeting and workshop notification times. Commissioner Jimmy Elliott seconded and motion carried 4-0.

UNFINISHED BUSINESS

D. DISCUSSION CONCERNING THE CHRISTIANA MOORE CASE – 51 8TH STREET

Commissioner Mitchell Bartley recued himself and sat in the audience. Mayor Pro-Tem Ash stated there is no motion pending at this time pending further discussion by the City Commission. Commissioner Ash suggested Ms. Moore, her Attorney, City Attorney and Mr. Nalley set up a meeting on Wednesday, May 8th at 9:00 AM, to come up with a resolution to resolve this issue.

NEW BUSINESS

A. GRANT SUBMITTAL APPROVAL – PROJECT IMPACT – 21ST CENTURY COMMUNITY LEARNING CENTER GRANT

Commissioner Jimmy Elliott made a motion to approve submittal of a grant proposal to the Department of Education - 21st Century Community Learning Centers Program on behalf of the City of Apalachicola and Project Impact. Commissioner Anita Grove seconded and the motion carried 4-0.

UNFINISHED BUSINESS

B. PUBLIC ASSISTANCE FUNDING AGREEMENT

Commissioner Anita Grove made a motion to approve the Public Assistance Funding Agreement with the State of Florida and authorize the Mayor and City Manager to execute the necessary documents. Commissioner Jimmy Elliott seconded and the motion carried 4-0.

UNFINISHED BUSINESS

C. MAYOR'S ELECTION PROCLAMATION FOR 2019

Commissioner Anita Grove made a motion to authorize Mayor Johnson to sign the 2019 Mayor's Election Proclamation. Commissioner Mitchell Bartley seconded and the motion carried 4-0.

ADJOURNMENT

With no further business, Commissioner Jimmy Elliott made a motion to adjourn the meeting at 9:00 pm. Commissioner Mitchell Bartley seconded and motion carried 4-0.

Van W. Johnson, Sr., Mayor

Deborah Guillotte, City Clerk

CITY OF APALACHICOLA
PLANNING & ZONING BOARD
REGULAR MEETING
MONDAY, APRIL 8th, 2019
Community Center/City Hall – 1 Bay Avenue
AGENDA

Present for Workshop & Regular Meeting: Chairperson: Tom Daly, Board Members: Joe Taylor, Geoff Hewell, Uta Hardy, & Constance Peck. City Planner: Cindy Clark, Permitting & Development Coordinator: Cortni Bankston

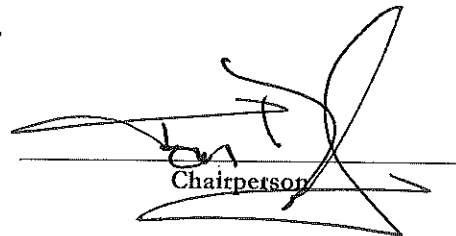
Workshop – 5:00 P.M

- 1) Proposed GOPS for Coastal Management Element – Discussion held.
- 2) Zoning Code amendment to allow First Floor Transient Lodging in “Transition Zone” – Discussion held, Board approved for Transition Zone to be moved to regular meeting agenda for decision at next P&Z Regular Meeting.

Regular Meeting – 6:00 P.M.

- 1) Approval of March 11th, 2019 Regular Meeting Minutes. – Motion to approve: Joe Taylor, 2nd; Geoff Hewell. Motion Carried.
- 2) Review, Discussion and Decision for Wood Picket & Privacy Fence (Historic District)(R-1) @ 131 Bay Avenue, Block 45, Lot(s) 10, For – Bill Carrington, Contractor – Gary Ulrich Construction. – Motion to Table (no show) – Geoff Hewell, 2nd; Joe Taylor. Motion Carried.
- 3) Review, Discussion and Decision for 20x10 attached storage building (Historic District)(C-2) @ 185 9th Street, Block(s) 167, Lot(s) 9&10, For – Teresa Weiler, Contractor – Owner. – Motion to table (no show): Geoff Hewell, 2nd; Constance Peck. – Before motion to adjourn, Mrs. Weiler showed up, Board decided to discuss agenda item. Motion to approve: Geoff Hewell, 2nd; Joe Taylor. Motion Carried.
- 4) 2nd Review, Discussion and Decision for Addition & Renovation (OR) @ 135 Avenue G, Block 79, Lot(s) 1-5 & Block(s) 80, Lot(s) 9&10, For – Weems Memorial Hospital, Contractor – Culpepper Construction – Geoff Hewell questioned applicant to ensure no plans had changed since previously coming before P&Z Board. Original Certificate of Appropriateness expired. Motion to Approve: Joe Taylor, 2nd; Geoff Hewell. Motion Carried.

Motion to Adjourn: Joe Taylor, 2nd; Uta Hardy. Motion Carried.


Chairperson

APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: June 4, 2019

SUBJECT: Grant Agreement – CareerSource Gulf Coast

AGENDA INFORMATION:

Agenda Location: Consent
Item Number: C
Department: Administration
Contact: Nadine Kahn, Program Director
Presenter: Nadine Kahn, Program Director

BRIEF SUMMARY: The CareerSource Franklin County Grant Summer of Resilience Program will allow students in Franklin County from ages 11 to 19 to participate in a new seven-week summer program that will bring many opportunities for intellectual growth, youth leadership, and connection to positive role models in their community and region. A wide variety of seminars, workshops, and enriching field trips will provide alternatives to many youths that do not have the ability to participate in these types of programs. Barriers are removed and students will gain life skills that they will utilize over their adult lives. This summer will provide a foundation of learning that encompasses technology, art, film, music, wellness and a connection with community. Through these experiences our youth will discover a love of learning and the value of their unique community that can provide an avenue of options with the right choices. Our community partners have joined together to create an amazing program and they have reached out to experts and professionals to create an exceptional summer.

RECOMMENDED MOTION AND REQUESTED ACTIONS: To Approve the Grant Agreement with CareerSource Gulf Coast in the Amount of \$50,000 for Providing a Summer Enrichment Program and Authorize the City Manager to Execute the Grant Agreement Documents.

FUNDING SOURCE: CareerSource Gulf Coast Grant through Project Impact

ATTACHMENTS: CareerSource Gulf Coast Grant Agreement and Budget Narrative

STAFF'S COMMENTS AND RECOMMENDATIONS: This is another example of a wonderful grant opportunity and program being provided through Project Impact and our other partners for the children of Franklin County.

GULF COAST WORKFORCE BOARD, INC d/b/a CareerSource Gulf Coast		
HEREIN REFERRED TO AS BOARD		
GRANT AGREEMENT NUMBER:	2019 –Apalachicola Summer of Resilience Program	MODIFICATION NUMBER
SERVICE PROVIDER:	CITY OF APALACHICOLA DUNS NO.:	
MAILING ADDRESS:	192 Coach Wagoner Blvd., Apalachicola, FL 32320	
TELEPHONE / FAX NO:	850-370-0145	
CONTACT PERSON:	Nadine Kahn	
EMAIL ADDRESS:	nadinekahn@live.com	
GRANT AGREEMENT MANAGER:	Ron Nalley	
EMAIL ADDRESS:	rnalley@cityofapalachicola.com	
TITLE OF PROJECT:	Summer of Resilience Program	
CSGC Contact Person/Telephone	Kimberly L. Bodine, 850-913-3285	
CFDA or CSFA NUMBERS:	93.558 TANF	
RESEARCH OR DEVELOPMENT: No		

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24	DRUG-FREE WORKPLACE REQUIREMENT CERTIFICATION
25	CERTIFICATIONS: ENVIRONMENTAL TOBACCO SMOKE, SCRUTINIZED COMPANIES LISTS,
26	STAFF BACKGROUND CHECKS
27	ASSURANCES

Federal Award Identification Numbers (FAINS)			
FAIN	DESCRIPTION / NAME	FEDERAL AWARD YEAR	FEDERAL AWARDDING AGENCY
G-1901FLTANF	Welfare Transition Program	FY2019	U.S. Dept. of Health and Human Services
*FAIN numbers subject to change			

FUNDING	WTP		
Direct Services	50,000		
AMT +/-			
TOTAL	50,000		

MODIFICATIONS: (DO NOT COMPLETE FOR INITIAL GRANT AGREEMENT OBLIGATIONS)

1. The purpose of this modification is to: _____
 - (a) This modification ___ increases, ___ decreases, ___ does not change the funds previously obligated by _____ to a new obligation of _____
 - (b) This modification changes the agreement period from _____ through _____ to _____ through _____.
2. Effective date of this modification is:
3. This modification does not affect any provision of the original **GRANT AGREEMENT** and prior modification(s), except insofar as any provision or requirements is expressly changed, deleted or otherwise altered by this modification. All provisions or requirements of the original **GRANT AGREEMENT** and prior modification(s), except as expressly changed, deleted, or otherwise altered herein, are expressly incorporated by reference into and make a part of this modification as fully as if set forth herein.

IN WITNESS WHEREFORE, the parties have executed this GRANT AGREEMENT/ MODIFICATION and in signing, thereby validating this GRANT AGREEMENT/MODIFICATION, the parties also certify that each possesses legal authority to contractually bind their respective organizations in their capacity as a signatory official.

APPROVED FOR THE BOARD

APPROVED FOR SERVICE PROVIDER

By _____
(Signature)

By _____
(Signature)

Name: Kimberly L. Bodine

Name: Ron Nalley

Date: _____

Date: _____

Witness: _____

Date: _____

SERVICE PROVIDER'S NOTARIZED SIGNATURE AND STATEMENT OF AUTHORITY TO SIGN THIS DOCUMENT

STATE OF FLORIDA
COUNTY OF FRANKLIN

I hereby certify that on this date before me, a Notary Public duly authorized in the state and county named above to take acknowledgments, personally appeared Ron Nalley, to me known as the person described as City Manager of City of Apalachicola, who executed the foregoing instrument before me, and she acknowledged before me that she executed it in the name of and for that Service Provider, and that she has statutory authority or has legally been duly delegated the authority to bind this Service Provider.

WITNESS my hand and official seal in the County and State named above this ___ day of _____ 2019.

Notary Public _____

My commission expires: _____

This GRANT AGREEMENT is between Gulf Coast Workforce Development Board, Inc., doing business as CareerSource Gulf Coast, hereinafter referred to as "Board", whose address is 5230 West U.S. Highway 98, Panama City FL 32401-1041, and City of Apalachicola, whose address is 192 Coach Wagoner Blvd., Apalachicola, FL , referred to as "Service Provider" or "Contractor".

This GRANT AGREEMENT is funded for the express purpose of provision of services pursuant to the Workforce Innovation and Opportunity Act (WIOA) of 2014, the Workforce Innovation Act of 2000, and any other programs administered by CareerSource Gulf Coast and funded within this Grant Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, the Parties hereto agree as follows:

ARTICLE I. SCOPE OF SERVICES

The Service Provider, in a satisfactory and proper manner as determined by the Board, shall carry out all services described or referred to in the Statement of Work and the Program Summary, which are attached hereto and made a part hereof. Such services shall be performed, except as otherwise specifically stated herein, by persons or instrumentalities solely under the dominion and control of the Service Provider.

ARTICLE II. PERIOD OF GRANT AGREEMENT

This GRANT AGREEMENT is effective **May 15, 2019** and the Service Provider shall commence performance of the terms and conditions hereof within thirty-(30) days after said effective date. Such performance shall be completed on or before **July 31, 2019** unless this Agreement is terminated as herein provided. The Board reserves the right to extend contractual agreements to successful providers, and to award existing and newly acquired funds into existing contracts. Renewals shall be contingent on the provider's satisfactory performance evaluations and subject to availability of funds.

ORGANIZATIONAL INFORMATION

1. Type of Organization:		
	Individual	
	Partnership	
X	Public Agency	Specify: City of Apalachicola
	Corporation	State of Incorporation:
	Other	Specify:
		Yes No
2. Minority and/or Female Owned and Operated		
3. Community-Based Organization		
4. Status of Organization: Has the organization ever had a contract cancelled for cause?		
5. Does the Organization owe any repayment of funds to any organization?		
6. Has the Organization declared bankruptcy and/or had any assets attached by any court in the last three years?		
7. Has the organization ever been, or is it presently debarred or suspended from contracting with Federal, State, or Local governments?		
8. Has the Organization and/or its' principal officers, in their capacity as such, been involved in a lawsuit in the past three years?		
9. Does the Organization have subsidiaries, a parent organization, or other affiliates?		

If answers to any of the questions (numbers 4 - 9) in this section are YES, provide full details.
 (Enter the above in red before "ORGANIZATIONAL INFORMATION")

CareerSource Gulf Coast Debarred/ Suspension Verification	Yes	No
Has the organization ever been, or is it presently debarred or suspended from contracting with Federal, State, or Local governments?		

OVERVIEW/STATEMENT OF WORK

City of Apalachicola will host a Summer Enrichment Program to assist students in remediation and offer enrichment opportunities. The underlying purpose of this program is TANF Purpose 3 "Prevent and reduce the incidence of out-of-wedlock pregnancy," i.e. teen pregnancies. Although this TANF purpose does not require an income eligibility, it should be noted that all Franklin County Schools are all Title I schools. Students attending these schools are predominantly from low-income families.

According to HHS, students enrolled in school and engaged in learning and after-school activities are less likely to have or father a baby. The programs in the City of Apalachicola Program will be between ages 11 and 19 and engage in age appropriate STEM activities. City of Apalachicola has also arranged for interest-specific programs for youth with special educational enrichment activities related to space exploration, the arts (including the Artists in Residence program) and film production.

RECRUITMENT, ASSESSMENT, CASE MANAGEMENT

Youth will be recruited by school officials based on their knowledge of student need. Assessments performed less than one year earlier will inform the training offered to students.

PROGRAM SUMMARY

SERVICE PROVIDER NAME: City of Apalachicola CUSTOMER GROUP: Summer of Resilience

Grant Period: (2 months) May 15, 2019 – July 31, 2019

	W1	W2	W3	W4	W5	W6	W7
ENROLLED IN PROGRAM	<u>75</u>	<u>75</u>	<u>75</u>	<u>75</u>	<u>75</u>	<u>75</u>	<u>75</u>
Academic Enhancement	<u>25</u>	<u>25</u>	<u>25</u>	<u>25</u>	<u>25</u>	<u>25</u>	<u>25</u>
Arts and STEM Enrichment	<u>50</u>	<u>50</u>	<u>50</u>	<u>50</u>	<u>50</u>	<u>50</u>	<u>50</u>

METHOD AND TIME PAYMENT

1. CareerSource Gulf Coast shall pay an aggregate amount not to exceed of **\$50,000** shown on the copy of the budget summary hereto attached and made a part of this GRANT AGREEMENT. If during the term of the GRANT AGREEMENT City of Apalachicola determines that submitted line items need to be adjusted, then these adjustments may be made if prior written approval is obtained from CareerSource Gulf Coast. The total amount allowed of **\$50,000** cannot be over expended. CareerSource Gulf Coast is not obligated to approve payment of any amount for expenses incurred related to this Agreement prior to the effective date.
2. CareerSource Gulf Coast has entered into an agreement with Gulf Coast State College under the terms of which Gulf Coast State College is the fiscal agent for CareerSource Gulf Coast. All financial reports must be submitted by the 8th of each month to the Finance Director for CareerSource Gulf Coast located at 5230 W. Highway 98, Panama City, FL 32401. The reimbursement check issued will be a Gulf Coast State College check.

***Note: All of the above expenses must be for services provided by this GRANT AGREEMENT for those individuals eligible for Workforce Programs administered by CareerSource Gulf Coast as outlined in this GRANT AGREEMENT.**

3. Documentation for reimbursement shall include an invoice/back up documentation and the following:
 - a) Salaries/Fringes: Documentation of rate of pay and payment for positions identified in budget summary.
 - b) Staff Travel: Documentation of mileage and/or travel expenses and payment.
 - c) Other Staff support items: Copy of invoice/bill to support costs.
 - d) Indirect Costs (must be approved in the contract budget prior to submittal)
4. Reimbursements shall be made to the Service Provider in a timely manner in accordance with standard accounting procedures. The payment of funds under the GRANT AGREEMENT to the Service Provider is contingent upon and subject to the receipt of funds for said purpose by the Board from the Florida Department of Economic Opportunity, and/or CareerSource Florida, Inc.
5. It is understood and agreed by the parties hereto that this is a cost reimbursement GRANT AGREEMENT. Failure to meet the minimum level of performance or to provide the services as specified will result in payments being withheld or repayment by the Service Provider of all or a portion of the funds paid for such services and activities. This provision is subject to any legal proceedings available to the Service Provider.

The Service Provider understands that monthly reimbursements to finance this GRANT AGREEMENT are for the purpose outlined in the Statement of Work, and outcomes specifically identified in the Program Summaries and Performance sections of the GRANT AGREEMENT. The Service Provider may expect cost reimbursement by the end of the reporting month if all reports are submitted in a timely and accurate manner to the Board. The following performance is required of all Workforce Innovation and Opportunity Act (WIOA) providers:

PERFORMANCE OUTCOMES

Performance goals are established in the contract. The director or her designee will assign these goals to proper staff and require progress reports to Board staff. Board staff are available for advice and guidance.

Unless otherwise noted, this is a performance-based, cost-reimbursement GRANT AGREEMENT and CareerSource Gulf Coast may withhold up to 10% of funds should the service provider not meet the performance measures described below on a quarterly basis:

City of Apalachicola, Summer of Resilience Program	
75 students attend summer program.	Documented by sign in roster.
Collaborative community art show and family member event highlighting student activities.	Demonstrated by sign in roster and photos/videos documenting event.

The service provider must meet 2 of the above measures to earn the ten percent holdback. Exceeding one measure will count as meeting two; however, City of Apalachicola is encouraged to strive towards meeting all goals.

**City of Apalachicola
Budget (May 15, 2019 to July 31, 2019)**

Grant: City of Apalachicola Summer Enrichment Program	PY 19/20 Budget
Salaries – 1 Bus Driver	990.00
1 Grant Mgmt. Assistant	2,500
TOTAL SALARIES:	
Transportation (Bus use)	1,600
STEM Lab Supplies	8,450
Contracted Services	
Library Space Camp	9,800
River Arts Academy	9,900
Movie Production Program	5,000
Artist in Residence Program	9,600
Field trip admission fees	1,160
Indirect Costs/Admin. Fee	1,000
Total Budget	50,000

BUDGET NARRATIVE

Justification of each proposed expense and method of computation

The budget reflects projected needs for the program year.

ACCOUNT TITLE AND NARRATIVE	AMOUNT
<p>STEM LAB CMC Complex Technology Software and Technology Equipment Tools and supplies used for the development of designated STEM Lab. Costs include licenses, updates, materials in electronic format, and software programs. Equipment includes STEM related materials used to enhance STEM lab for students.</p> <p>Laptop Computers X 8 computers X \$300 = \$2400 Desktop Computers X 8 Computers X 600 = \$4800 Projector X \$500 per projector = \$500 Portable Sound System X 1 system X \$750 = \$750</p>	8,450.00
<p>Contracted Services: Special Programs - AMKL Library Space Camp Costs to provide special educational enrichment activities and services exclusively to actively participating students during the program. Fees and costs are established as negotiated based on expertise and community rates. Workshops include student intern staffing for every program. Culminating event includes student art display at close of program.</p> <p>AMKL Summer Youth Space Workshops: Library Program designed for students, ages 11-19 focusing on Space Exploration and Technology developed for space travel. Workshops include traveling planetarium, 3-D printer lab, Mad Science visit.</p> <p>8 Workshops X \$1250 per workshop = \$9800</p>	9,800.00
<p>Contracted Services: Special Programs - HCA River Arts Academy</p> <p>Costs to provide special educational enrichment activities and services exclusively to actively participating students during the program. Fees and costs are established as negotiated based on expertise and community rates. Workshops include student intern staffing for every program and professional art instructor. All supplies provided during workshop.</p> <p>Summer Youth Arts Program designed for students, ages 11-19 focusing on Arts and Technology.</p>	9,900.00
<p>Contracted Services: Special Programs - Franklin Films - Movie Production Program</p> <p>Costs to provide special educational enrichment activities and services exclusively to actively participating students during the program. Fees and costs are established as negotiated based on expertise and community rates. Workshops include student intern staffing for every program and professional film/video instructor.</p> <p>Summer Youth Film Program designed for students ages 11-19. Student workshop includes instruction in professional filmmaking and film equipment instruction. Students write and produce film over 8 week instructional timeframe. Students produce film that will be shown at 3 venues across Franklin County. Students will visit FSU film school and meet with film industry experts.</p>	5,000.00

<p>Contracted Services: Special Programs - Artist in Residence Program</p> <p>Costs to provide special educational enrichment activities and services exclusively to actively participating students during the program. Fees and costs are established as negotiated based on expertise and community rates. Workshops include professional instructor and all materials needed to complete program.</p> <p>Designed for students, ages 11-19 workshops will provide expert instruction in dance, painting, and ceramics for participating students. Visiting regional and nationally recognized artists will provide instruction in their specialty. Culminating event includes student art display/performance at close of program.</p> <p>4 Artists X \$2400 = 9600</p>	9,600.00
<p>Contracted Services: Transportation (Bus Drivers)</p> <p>Independently contracted bus drivers to provide safe transportation exclusively for actively participating students from the program site to special programs and field trip sites during the summer programs.</p> <p>1 driver @ \$15/hr. x 66 hrs. = \$990</p>	990.00
<p>Contracted Services: Transportation (Bus Use) To provide transportation services by certified contractor exclusively for actively participating students during the 7-week program. These trips are local within the county and adjoining counties, may include trips to Estuary Center, local Ballet, Art Exhibit, lighthouse, etc. Bus drivers are paid separately. 1 bus x 100 mi. x 8 field trips x \$2.0/mi = \$1600</p>	1,600.00
<p>Field Trips: Admission</p> <p>To provide Admission fees and other field trip costs which are exclusively for actively participating students.</p> <p>8 field trips x 50 students x \$5/admission = \$900 8 field trips x 4 chaperones x \$5/admission = \$160</p>	1,160.00
<p>Admin Fee - Payroll/Bookkeeping City of Apalachicola</p>	1,000.00
<p>Contracted Services: Grants Management Assistant</p> <p>Position to work on grant projects with Apalachicola City Staff and Project Director to manage grant administration and ensure resources are used efficiently and effectively.</p> <p>1 Grants Management Assistant @ \$20/hr. x 125 hrs. = \$2500</p>	2,500.00

Indirect Program Costs:

COST ALLOCATION PLAN

- Costs will be allocated where benefit is received. If benefit received cannot be readily determined, costs will be allocated by the most appropriate method.
- Salaries and Fringes: Employees will keep time records and salaries and fringes will be allocated to programs based on these records.
- Operational Expenses: Cost will be allocated where benefit is received. Otherwise, they are allocated by time spent on the program.

COORDINATION AND NON-DUPLICATION

City of Apalachicola will maintain communication with and provide information to all partners detailing the services and resources available and will make training and use of the center's facility available upon request. Under the direction of the CSGC Board, City of Apalachicola's staff will participate in group workshops and webinars to maximize resources within the region. The continued involvement, close working relationships, and strong communication will avoid duplication of services offered by other organizations.

City of Apalachicola understands and will coordinate all marketing, media relations and advertising, through the CSGC Board. All printed materials, advertising and marketing materials relating to the Summer of Resilience Program will be approved by the Board.

In keeping with CareerSource Gulf Coast's effort to maintain a strong recognizable presence and to reduce duplication of effort, City of Apalachicola's staff will comply with the CareerSource Gulf Coast requirement to submit all media, marketing, advertising, and public relations materials pertinent to this grant agreement to the CareerSource Gulf Coast Executive Director or Director of Communications for approval. Under no circumstances should Summer of Resilience Program staff meet with media without prior approval of CareerSource Gulf Coast.

The Florida Legislature requires that any purchase by regional workforce boards of promotional/outreach/ informational items which exceeds a certain amount each year must be approved by the Department of Economic Opportunity prior to purchase. In order to ensure that purchases for this region do not exceed the limit, Service Providers must obtain written permission in advance from the CareerSource Gulf Coast Executive Director prior to making purchases of outreach/informational/promotional items.

City of Apalachicola understands and will comply with these requirements.

AUTOMATION AND TECHNOLOGY

City of Apalachicola attests that:

1. Staff will have reliable access to the internet for the purposes of email and data entry.
2. Staff will possess the basic skills needed to perform their duties, which may include proficiency in Microsoft Office Word, Excel and the ability to download forms, scanning and emailing documents as required.
3. Staff will check email regularly throughout the day, and add auto notices to their email account when out of the office.
4. On a time schedule determined by the Board, the Service Provider shall submit accurate, complete and timely participant and financial records, program reports and/or documentation, as specified by the Board.

City of Apalachicola has secured access to the Internet for staff. Assistive technology is available for individuals with special needs.

AVOIDING CONFLICT OF INTEREST

The training provided under this contract is not the kind of training offered through traditional educational institutions.

QUALITY CONTROL

1. Program and financial monitoring

City of Apalachicola uses effective quality control measures to detect and reduce fraud and errors in data collection, program operations, and service delivery.

City of Apalachicola ensures that it protects and maintains the confidentiality of information by keeping hard-copy files in locked filing cabinets and maintaining the security of passwords for electronic databases.

GCSC manages and provides accounting support for numerous Federal, State and locally-funded programs in accordance with GAAP, federal regulations, Florida statues, Florida's accounting manual for Florida's Community Colleges. Projects are monitored by GCSC financial personnel to secure administrative and programmatic goals and objectives are performed as stated in each project. As part of federal and state requirements, the college performs annual audits to secure accountability. ~~PLEASE UPDATE THIS FOR YOUR METHODS.~~

2. Performance Evaluation

City of Apalachicola will provide monthly reports on client progress to the Deputy Director of the board and solicit input in the event of performance concerns.

3. Tracking effectiveness

City of Apalachicola staff will track (as appropriate) performance outcome data, monthly reports, and information relating to the overall operation of the project.

FILE MAINTENANCE/DOCUMENTATION / DATA ENTRY

1. Case Files

A. Maintenance

An eligibility form will be maintained for every participant determined eligible and receiving services.

2. Documentation

Case files will include information and documentation of each of the following, as appropriate, to program requirements; a) eligibility form, b) parental permission form, c) medical release form

BONDING STATEMENT

To Whom It May Concern:

Crime - Employee Theft, Money and Securities:

Service Provider agrees to bond every officer, director, or employee authorized to receive or deposit workforce program funds or issue financial documents, checks, or other instruments or payment of program costs. The Bond shall be effective prior to any Grant Agreement payment and for at least twelve (12) months after this Grant Agreement terminates with amounts up to sovereign immunity limits for State purposes.

City of Apalachicola by signing below certifies that they will keep in force, through the entirety of this Grant Agreement, a crime/theft insurance policy, with coverage of a maximum limit of \$1,000,000 per occurrence. City of Apalachicola is self-insured and shall provide coverage under policy number -- _____ provided through _____, from _____.

A copy of the policy declaration page must be provided to CareerSource Gulf Coast within ten (10) days of Grant Agreement execution.

City of Apalachicola
Service Provider

Ron Nalley
Name (Printed or Typed)

Director
City Manager

Signature

Date

CERTIFICATION OF INSURANCE

City of Apalachicola is insured and shall provide general liability insurance in an amount not less than \$100,000 per person and \$200,000 per occurrence - under policy number _____ provided through _____, from _____.

A copy of the policy declaration page must be provided to CareerSource Gulf Coast within ten (10) days of GRANT AGREEMENT execution.

Signature

Date

Ron Nalley
Name (Printed)

City Manager
Title

NON-DISCRIMINATION and EQUAL OPPORTUNITY CERTIFICATION

The Service Provider agrees to comply fully with non-discrimination and equal opportunity provisions of the Workforce Innovation and Opportunity Act of 2014, including Public Law 97-300; Title VI and VII of the Civil Rights Act of 1964, as amended; Age Discrimination Act of 1975, as amended; Section 504 of Rehabilitation Act of 1973, as amended; Title IX of the Education Amendments of 1972, as amended; the Nontraditional Employment for Women Act of 1991; Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended; the American with Disabilities Act of 1990, and the Florida's Human Rights Act of 1977. The Service Provider further agrees that it will in no way discriminate against, deny benefits to, deny employment to, or exclude from participation any person on the basis of race, color, religion, sex (including pregnancy), sexual orientation, gender identity, gender expression, sex stereotyping, national origin, age, disability, marital status (except as otherwise permitted under Title IX of the Education Amendments of 1972), political affiliation or belief, citizenship/status as a lawfully admitted immigrant authorized to work in the United States, from any program or activity funded in whole or in part with funds made available through CareerSource Gulf Coast. It is also agreed that participation in programs and activities shall be open to citizens and nationals of the United States, lawfully admitted permanent resident aliens, refugees and parolees, and other individuals authorized by the Attorney General to work in the United States. It is further agreed that the grievance and complaint procedures submitted by the grant recipient and approved by the Office of Civil Rights will be adhered to.

Programs funded through CareerSource Gulf Coast are equal opportunity programs and the Service Provider shall assure that all programs and activities conducted under this Agreement are accessible to individuals with disabilities. Where the physical facilities are not accessible, an alternate plan for accessing the program or activity must be developed and retained on file, and a copy provided to the CareerSource Gulf Coast Equal Opportunity Officer. Provisions must also be made for the limited English speaking and vision and sensory impaired. These provisions include: having a plan to provide interpreters and sign language assistance when necessary, and assuring that adequate staff or other sources are available to adequately communicate with non-English speaking applicants and/or participants.

CareerSource Gulf Coast has established and maintains procedures to informally resolve grievances or complaints from, and provide counseling to participants in programs operated under this Agreement. A representative of the Service Provider will be required to inform program participants of such procedures and their right to file with the appropriate local, State, or National entity a complaint if the matter is not resolved through information procedures. The Service Provider agrees to require that each participant read, and understand their rights and responsibilities as enumerated in the NOTICE OF NONDISCRIMINATION AND COMPLAINT & GRIEVANCE PROCEDURES FORM.

Sub-recipients shall not discharge or in any manner discriminate against any individual in connection with the administration of the program, or against any individual because such individual has filed any complaint or instituted or caused to be instituted any proceeding under or related to this Act, or has testified or is about to testify in any such proceeding or investigation under or related to the Act, or otherwise unlawfully deny to any individual any benefit to which that participant is entitled under the provisions of the Act or privileges secured by 29 CFR Part 34.

Pursuant to Section 188 of the Workforce Innovation and Opportunity Act of 2014, Public Law 113-128, I, Ron Nalley, the undersigned, in representation of City of Apalachicola, the grantee, attest and certify that the grantee will adhere to any and all nondiscrimination laws and equal opportunity laws. The undersigned will adhere to any and all federal, state and local Board non-discrimination rules and regulations.

Name / Title	Signature	Date
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STATE OF FLORIDA
COUNTY OF FRANKLIN

I hereby certify that on this date before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared Ron Nalley, City Manager of City of Apalachicola, and who executed the foregoing instrument before me, and acknowledged before me, he executed it in the name of and for City of Apalachicola, and that he had statutory authority or has been legally and duly delegated the authority to bind this contractor.

WITNESS my hand and official seal in the County and State named above this ___day of _____ 2019.

Notary Public
My Commission Expires: _____



Participant Name: _____

NOTICE OF NONDISCRIMINATION AND COMPLAINT & GRIEVANCE PROCEDURES

NOTICE OF NONDISCRIMINATION:

CareerSource Gulf Coast does not discriminate on the basis of race, color, religion, sex (including pregnancy), sexual orientation, gender identity, gender expression, sex stereotyping, national origin, age, disability, marital status, political affiliation or belief, citizenship/status as a lawfully admitted immigrant authorized to work in the United States, participation in any WIA Title I financially assisted program or activity, or any other characteristic protected by Federal, State or local law.

Programs funded through CareerSource Gulf Coast are equal opportunity programs with auxiliary aids and services available upon request to individuals with disabilities. Persons using TTY/TDD equipment use Florida Relay Service 711. Individuals with disabilities may make requests for reasonable accommodations to the CareerSource Gulf Coast Equal Opportunity Officer by calling (850) 913-3285, emailing accommodations@r4careersourcegoc.com or writing to CareerSource Gulf Coast, Equal Opportunity Officer, 5230 W US Hwy 98, Panama City, FL 32401.

INTIMIDATION AND RETALIATION PROHIBITED:

CareerSource Gulf Coast shall not discharge, intimidate, retaliate, threaten, coerce or discriminate against any person because such person has filed a complaint or grievance. The same prohibition applies to people who have furnished information, assisted or participated in any manner in an investigation, review, hearing or any other activity related to administration of, or exercise of authority under, or privilege secured by 29 CFR Part 34.

COMPLAINT PROCEDURES:

If you as a Workforce program participant feel that you have been subjected to discrimination based on race, color, religion, sex (including pregnancy), sexual orientation, gender identity, gender expression, sex stereotyping, national origin, age, disability, marital status, political affiliation or belief, citizenship/status as a lawfully admitted immigrant authorized to work in the United States, participation in any WIA Title I financially assisted program or activity, or any other characteristic protected by Federal, State or local law, you may file a complaint of discrimination with either the Local Equal Opportunity Officer, Shannon Walding, 5230 W. Highway 98, Panama City, FL, 32401, the Department of Economic Opportunity, Office of Civil Rights (OCR), Caldwell Building, 107 East Madison Street, MSC 150, Tallahassee, FL 32399-4129 or directly with the U.S. Department of Labor, Civil Rights Center (CRC), 200 Constitution Avenue, Northwest, Room N-4123, Washington, DC 20210. Your complaint must be filed within 180 days of the alleged discriminatory act.

If you elect to file your complaint with the OCR, you must wait until the OCR issues a decision or until 90 calendar days have passed, whichever is sooner, before filing with the CRC. If the OCR's resolution of your complaint is unsatisfactory, you may file the complaint with the CRC. The complaint must be filed within 30 calendar days of the date the notice of the OCR proposed resolution was received.

GRIEVANCE PROCEDURES (PARTICIPANTS):

If you as a Workforce participant have a problem which arose in connection with Workforce programs operated by the Region in Bay, Gulf or Franklin counties, under these Acts, you should discuss the matter with the appropriate representative. If the problem cannot be resolved at that level, you may request a review with the Supervisor. If you do not receive a response within ten working days or wish to further pursue the issue, please contact your Service Provider's individual responsible for Workforce Programs with your grievance. If you do receive an adverse response and wish to pursue the grievance further, OR ten working days have elapsed and no response received, please submit a formal letter of grievance to the Deputy Director or Executive Director of CareerSource Gulf Coast, 5230 West Hwy. 98, Panama City, FL 32401. If you do not receive a decision at the Region level within 60 calendar days of filing the grievance, or if there is an adverse decision, you may request a review within 10 days of the receipt of the adverse decision or, within 15 days from the date you should have received a timely decision. The request for review should be filed with the Department of Economic Opportunity. The Department of Economic Opportunity shall issue a decision within 30 calendar days of receipt of the request. The Department of Economic Opportunity's decision constitutes final agency action. If the Department of Economic Opportunity fails to provide a decision within the 30-day time limit, you may request a determination by the Secretary of the United States Department of Labor on whether reasonable cause exists to believe that the Act or its regulations have been violated. A grievance must be filed within ONE year of the alleged violation.

As a Workforce program participant, I certify that I have read the above statement and understand my rights and responsibilities as enumerated in this statement and a copy was provided for my reference.

Participant's signature

Date

As a representative of _____, I verify that the above-signed participant read the above statement of the Workforce programs' grievance/complaint procedures and indicated an understanding of the procedures.

Program Representative

Date

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

Non-federal entities and contractors are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. When applicable, as required by the regulation implementing EO No. 12549 and 12689, Debarment and Suspension, 2 CFR, part 180, the Contractor must not be presently nor previously within a three-year period preceding the effective date of the Contract, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. No contract shall be awarded to parties listed on the GSA List of Parties Excluded from Federal Procurement or Non-Procurement.

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its officers /principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local governmental department or agency;
 - b. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 1 b. above of this certification; and
 - d. Have not had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. That if the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Name/Title

Signature

Date

**STATE OF FLORIDA
COUNTY OF FRANKLIN**

I hereby certify that on this date before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared: **Ron Nalley**, who is personally known, is the person described as **City Manager of City of Apalachicola**, and who executed the foregoing instrument before me, and acknowledged before me, he executed it in the name of and for **City of Apalachicola**, and that he had statutory authority or has been legally and duly delegated the authority to bind this contractor.

WITNESS my hand and official seal in the County and State named above this ___ day of _____ 2019.

Notary Public

My Commission Expires: _____

LOBBYING CERTIFICATION

The undersigned Grantee certifies, to the best of his or her knowledge and belief, that:

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

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employees of Congress, or employee of a Member of Congress in connection with this Federal grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying” available at: <https://forms.sc.egov.usda.gov/efcommon/eFileServices/eForms/SFLLL.PDF> in accordance with its instructions.

The undersigned shall require that the language of this certification can be included in the award documents for all sub awards at all tiers (including sub grants, sub grants and loans, and cooperative agreements) and that all “sub recipients” shall certify and disclose accordingly. Additionally, the undersigned will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7328).

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

Ron Nalley, City Manager _____
Name/Title

Signature

Date

COPYRIGHTS STATEMENT

Contracting agency shall have unlimited rights in: Data first produced in the performance of this Grant Agreement form, fit and function data delivered under this contract; data delivered under this Grant Agreement (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation or routine maintenance and repair of items, components or processes delivered or furnished for use under this Grant Agreement; and all other data delivered under this Grant Agreement.

I will not release to others, reproduce, distribute or publish any data first produced or specifically used by the Contractor in the performance of this Grant Agreement without written permission from the Board.

Name/Title

Signature

Date

**SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

1. This sworn statement is submitted to: CareerSource Gulf Coast by Ron Nalley, City Manager of City of Apalachicola whose business address is: 192 Coach Wagoner Blvd., Apalachicola, FL 32320 and its Federal Employer Identification Number (FEIN) is 59-0951529.
2. My relationship to Contractor is: City Manager
(sole proprietor, partner, president, vice-president)
3. I understand that a "public entity crime" as defined in Paragraph 287.133 (1) (g), Florida Statutes, includes a violation of any state and federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or by contract for goods and services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand the "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), of the Florida Statutes, 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, non-jury trial, or entry of a pleas of guilty or nolo contendre.
5. I understand that "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, to mean:
 - (1) A predecessor or successor of a person or a corporation convicted of a public entity crime; or a person or a corporation convicted of a public entity crime, or (2) 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, (3) those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or 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 on contracts for the provision of goods and services 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.

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

____ Neither the contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the contractor nor any affiliate of the contractor has been 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 Hearing 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 CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OR 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.

Name/Title

Signature

**STATE OF FLORIDA
COUNTY OF FRANKLIN**

I hereby certify that on this date before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared: Ron Nalley who is personally known, is the person described as **City Manager of City of Apalachicola**, and who executed the foregoing instrument before me, and acknowledged before me she executed it in the name of and for **City of Apalachicola**, and that he had statutory authority or has been legally and duly delegated the authority to bind this contractor.

WITNESS my hand and official seal in the County and State named above this ____ day of _____ 2019.

Notary Public
My Commission Expires: _____

DRUG-FREE WORKPLACE REQUIREMENT CERTIFICATION

I, **Ron Nalley**, an authorized representative of the Service Provider do hereby make the following certification with respect to the execution of responsibilities assigned to CareerSource Gulf Coast (CSGC) by WIOA and the Drug-Free Workplace Act of 1988 and its' implementing regulations codified at 29 CFR 98, Subpart F. The contractor attests and certifies that a drug-free workplace will be provided by the following actions:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The contractor's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the Grant Agreement be given a copy of the statement required by paragraph (1) of this certification;
4. Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the Grant Agreement, the employee will:
 - a. Abide by the terms of the statement, and;
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
5. Notifying CSGC in writing ten (10) calendar days after receiving notice under subparagraph 4. b. from an employee or otherwise receiving actual notice of such conviction. We will provide such notice of convicted employees, including position title, to every Grant officer on whose Grant activity the convicted employee was working. The notice shall include the identification number(s) of each affected contract/Grant.
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4. b., with respect to any employee who is so convicted:
 - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended.
 - b. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local, health, law enforcement, or other appropriate agency.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.

Notwithstanding, it is not required to provide the workplace address under the Grant Agreement. As of today, the specific sites are known and we have decided to provide the specific addresses with the understanding that if any of the identified places change during the performance of the Grant Agreement, we will inform the agency of the changes. The following are the sites for the performance of work done in connection with the specific Grant Agreement including street address, city, county, state and zip code:

192 Coach Wagoner Blvd., Apalachicola, FL 32320 (Franklin County)

Check () if there are workplaces on file that are not identified here.

Check () if an additional page was required for the listing of the workplaces.

I declare, under penalty of perjury under the laws of the United States, and under the penalties set forth by the Drug-Free Workplace Act of 1988, that this certification is true and correct.

Signature

Ron Nalley, City Manager
Name/Title

I, **Ron Nalley**, certify that I am the **City Manager of City of Apalachicola** and sign this Drug-Free Workplace Certification on behalf of the authority given by the following organization and that such signing is within the scope of my powers.

City of Apalachicola
(Organization Name)

Executed on: _____

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO-SMOKE

The Pro-Children Act of 2001, 42 U.S.C. 7181 through 7184, imposes restrictions on smoking in facilities where Federally-funded children services are provided. Grants are subject to these requirements only if they meet the Act's specified coverage. The Act specifies that smoking is prohibited in any indoor facility (owned, leased, or granted for) used for the routine or regular provision of kindergarten, elementary, or secondary education or library services to children under the age of 18. In addition, smoking is prohibited in any indoor facility or portion of a facility (owned, leased, or granted for) used for the routine or regular provision of Federally funded health care, day care, or early childhood development, including Head Start services to children under the age of 18. The statutory prohibition also applies if such facilities are constructed, operated, or maintained with Federal funds. The statute does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, portions of facilities used for inpatient drug or alcohol treatment, or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per violation and/or the imposition of an administrative compliance order on the responsible entity.

SCRUTINIZED COMPANIES LISTS CERTIFICATION, SECTION 287.135, F.S.

If grant is in the amount of \$1 million or more, in accordance with the requirements of Section 287.135, Florida Statute Grantor hereby certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes.

Grantee understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject Grantee to civil penalties, attorney's fees, and/or costs.

If Grantee is unable to certify to any of the statements in this certification, Grantee shall attach an explanation to this Grant Agreement.

CERTIFICATION REGARDING STAFF BACKGROUND CHECKS

All employees of CSGC contract service providers and LWDA grantees with access to and the ability to change or destroy confidential data stored in workforce information systems are required to undergo a Level Two background check as a condition of employment or grant award. The Level Two background check will include but is not limited to: employment history checks, statewide criminal correspondence checks through the Florida Department of Law Enforcement, and a check of the Dru Sjodin National Sex Offender Public Website, as well as local criminal records checks through local law enforcement agencies. This requirement may change based upon state or federal law/guidance or DEO sub grant agreement.

Disqualifying offenses are listed in FS 435.04 and 435.07. Additionally, persons undergoing this background check may not have an arrest awaiting final disposition, must not have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to, and must not be adjudicated delinquent and the record has not been sealed or expunged under any offense prohibited under FS 435.04, 741.28 (related to domestic violence) or for fraud, forgery, embezzlement or identity theft. Screening results indicating convictions of disqualifying offenses will result in non-approval of that individual to be paid from CSGC administered/awarded funds.

Background checks are to be repeated every five years of consecutive employment and upon re-employment or employment in a new or different position of special trust. Grantees shall be re-screened upon assignment to a new grant agreement or after a new grant award. City of Apalachicola will provide CSGC with letters certifying that said background checks have been performed and that results were satisfactory for employment.

Signature

Date

STATE OF FLORIDA
COUNTY OF _____

I hereby certify that on this date before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared: Ron Nalley, to me known as the person described as
(Authorized Person)

City Manager, City of Apalachicola who executed the foregoing instrument before
(Title) (Sponsoring Agency)

me, and he/she acknowledged before me that he/she executed it in the name of and for that Service Provider, and that he/she had statutory authority or has been legally and duly delegated the authority to bind this Service Provider.

WITNESS my hand and official seal in the County and State named above this ___ day of _____ 2019

Notary Public
My Commission Expires: _____

ASSURANCES

As a condition of the receipt of Federal and State funds under the Personal Responsibility Act (Public Law 104-193), the Workforce Innovation and Opportunity Act (WIOA) (Public Law 105-220), and the Workforce Innovation Act of 2000 rules and regulations, hereby identified as Board programs, the Service Provider agrees to submit a plan for the delivery of services and operations under the WIOA and Welfare Transition programs, and agrees to operate the programs in accordance with Federal, State and local requirements, the Region Four Local Workforce Services Plan, the Welfare Transition Plan, the Department of Economic Opportunity's Welfare Transition Employment and Training Handbook and all other laws as applicable.

THE SERVICE PROVIDER ASSURES THAT:

1. The Service Provider will substitute stand-in costs for any unauthorized expenditures deemed as disallowances in the operation of the program, and for any disallowed costs incurred as a result of the service provider expending funds not authorized under this Agreement or in violation of the appropriate Federal or State statutes, regulations or guidelines. In order for stand-in costs to be substituted for disallowed expenditures, the service provider must submit a stand-in cost report for the quarter that the disallowance was incurred. The application of stand-in cost will occur at the audit resolution stage, and will not exceed recorded and approved stand-in costs. Any funds requested for reimbursement by the service provider that are determined by the Board, the Governor, Department of Economic Opportunity, CareerSource Florida, and/or United States Department of Labor to be in violation of appropriate Federal and State Statutes, regulations or guidelines shall be refunded and repaid to the Board by the Service Provider with non-federal funds. Should the Service Provider question the Board's determination of a disallowance, the Department of Economic Opportunity may be contacted for a final opinion regarding the appropriateness of the expenditure(s) in question. If this Agreement or Amendments thereto are still in effect, CareerSource Gulf Coast shall withhold these monies from any allowable reimbursement request of the Service Provider.
2. The Service Provider agrees to promptly repay the Board any amount previously paid to the Service Provider by the Board, which is determined by final audit to be an unallowable cost or expenditure. The Service Provider shall repay the Board any funds found not to have been expended in accordance with workforce system programs' regulations or any disallowed expenditure in the final resolution of the audit report. The Service Provider shall repay such amounts from funds other than funds received under this GRANT AGREEMENT. The Board may withhold funds from future deliverables or cost reimbursement requests pending resolution of disallowed costs. This provision is subject to any administrative or other legal procedures available to the Service Provider. No funds under this GRANT AGREEMENT may be used in support of any religious, anti-religious, or political activity.
3. In the event the service provider breaches this GRANT AGREEMENT, the service provider shall indemnify and hold harmless CareerSource Gulf Coast for any disallowed costs resulting from any such breach of this GRANT AGREEMENT. The management, administration and implementation of all terms and conditions of this GRANT AGREEMENT shall be performed in a manner satisfactory to the Board. The Board may act in its own best interest including, but not limited to:
 1. Requiring a written report of corrective action within specific time frames;
 2. Withholding payment;
 3. Disallowing inappropriate claims, payments, or costs;
 4. De-obligating GRANT AGREEMENT funds; or
 5. Terminating or suspending this GRANT AGREEMENT.

If the Board determines that the program described in this GRANT AGREEMENT is not functioning as intended, the Board shall notify the Service Provider immediately by telephone, followed by written notice, which may result in bilateral corrective action or adjustment of the Contractual terms through modification of this GRANT AGREEMENT.

4. The Department of Economic Opportunity requires that the Board's monitoring plan include fiscal monitoring of all service providers. The Board's Fiscal Department monitors the invoices for appropriateness of costs, timeliness of the submission related to the time that the expenditures were incurred dates of enrollment related to dates of expenditures and overall accuracy of the invoice.

Each month, program fiscal reports are due on the 8th of the month. The Fiscal Department monitors the reports and invoices over the remainder of that month. When there is a discrepancy, the service provider is immediately notified and appropriate clarification and/or documentation is requested. If the service provider submits the requested documentation in a timely manner and the Fiscal Department reviews and accepts the documentation/clarification, no reimbursement is withheld. If the service provider fails to submit proper documentation/clarification, all reimbursements will be withheld until such time that the proper clarification is submitted to and accepted by the Fiscal Department.

CareerSource Gulf Coast reserves the right not to pay if invoices are submitted more than sixty (60) days past the end of the month being invoiced. Each year a final closeout report is due within eight (8) days after the contract end date. After this deadline, no reimbursement can be made for prior year's expenses from prior year's funds.

5. The Service Provider shall maintain sufficient financial records to allow costs to be properly charged to the appropriate cost categories. The Service Provider shall maintain proper accounts and an accurate verification of participant statistics.
6. In accordance with Florida Statutes, 50% of adult and dislocated worker funds must be expended for Individual Training Accounts (ITAs). Please refer to DEO FG 074 for guidelines on allowable costs that may be considered as a part of the 50% funds.
7. Service provider expenditures will be reviewed after the second quarter of the program year. If contract funds are not 35% expended, funds may be de-obligated.
8. In compliance with WIOA Public Law 113-128, Section 194 (15) none of the funds provided under this title shall be used by a recipient or sub-recipient of those funds to pay the salary and bonuses of an individual at a rate in excess of Executive Level II. This restriction does not apply to vendors/contractors providing goods and services as described in NPRM 683.290 (c).
9. The Florida Legislature requires that any purchase by regional workforce boards of promotional/outreach/informational items which exceeds a certain amount each year must be approved by the Department of Economic Opportunity prior to purchase. In order to ensure that purchases for this region do not exceed the limit, Service Providers must obtain written permission in advance from the CareerSource Gulf Coast Executive Director prior to making purchases of outreach/informational/ promotional items.
10. The Service Provider who is a public or private nonprofit agency assures that revenues in excess of costs shall be treated as program income. Accordingly, these funds may be retained by the Service Provider to underwrite additional training or training related services pursuant to the project or program that generated them. Funds not spent during the GRANT AGREEMENT period shall be returned to the Board within thirty-(30) days of the expiration date of the GRANT AGREEMENT.
11. The Service Provider shall establish and maintain an auditable accounting system, and report on an accrual basis at year end in accordance with recognized accounting practices and the Board's and Department of Economic Opportunity's requirements for fiscal and program reports. This includes establishing record keeping systems that are sufficient to permit the preparation of reports required by the Department of Economic Opportunity (DEO) and the Board, and to permit the tracing of funds to a level of expenditure adequate to ensure that the funds have not been spent unlawfully.
12. Pursuant to FS 119, 257, and State of Florida General Records Schedule GS1-SL, records related to contracts with CareerSource Gulf Coast will be retained for a period of five (5) years after all payments are made and all

other pending items related to those records are closed. **Service Provider may only maintain two (2) years of participant files on site.** The Board maintains space for record retention, should space not be available at the provider's site; however, the transport of the records is the responsibility of the provider. CareerSource Gulf Coast is the contact for the admission to storage facilities.

13. Service Provider agrees to participate in all inventory processes for items purchased with funds awarded by the Board. The Board will tag and log into a database all inventory over \$750.00 that is purchased with funds awarded by the Board. Also, property purchased that has a value of \$750.00 or greater and a life expectancy of one year or more shall be reported on the monthly financial report to the Board. While the provider may utilize the equipment in delivering services allowable under the appropriate program, the ownership of all equipment, supplies and inventory vests with the Board. Equipment, supplies and inventory no longer being utilized by a provider will be assessed and redistributed as necessary. Equipment, supplies and inventory may not be disposed of without approval of CareerSource Gulf Coast. The transporting, removal, and/or disposal of any equipment, supplies and/or inventory are the responsibility of the service provider with direction from CareerSource Gulf Coast.
14. The Service Provider will comply with the uniform fiscal and administrative requirements of the Federal Office of Management and Budget Uniform Guidance at 2 CFR 200 and as codified for the United States Department of Labor at 29 CFR (Code of Federal Regulations) Part 97.
15. The Service Provider assures that an annual audit will follow the audit and audit resolution requirements of the Department of Economic Opportunity's (DEO) Division Policy AWI FG-05-019, The Single Audit Act of 1984 and the Federal Office of Management and Budget Uniform Guidance and a copy of the audit furnished to CareerSource Gulf Coast along with a statement explaining the effect that any findings have on workforce system program funds. Per DEO, Division Policy AWI FG-05-019, Service Providers are required to immediately notify CareerSource Gulf Coast if they are going out of business or unilaterally terminate the GRANT AGREEMENT and a custodian of the records must be appointed. CareerSource Gulf Coast's independent auditors will then be notified to perform an immediate audit, which could be a grant-specific audit, of the service provider's records. The audit firm will obtain information from the custodian of records of the company for use in preparation of the audit.
16. The failure of the Board to strictly enforce any of the provisions of this Agreement/ Modification, or to require strict performance by the Service Provider of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions or any other validity of this agreement or any part hereof, or waive the right of the Board to thereafter enforce each and every provision therein
17. The CareerSource Gulf Coast shall indemnify, defend and hold the Service Provider harmless from all claims, suits, judgments or damages, including court costs and attorneys' fees caused by CareerSource Gulf Coast's negligent act or omission in the course of the operation of this GRANT AGREEMENT.
18. The Service Provider assures that it will comply with the requirements of workforce system programs and with Federal and State regulations and policies to include 2 CFR 175 (Trafficking Victims Protection Act of 2000) when applicable, 29 CFR 2, Subpart D (Religious Activity Prohibitions), and will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing the programs associated with this Agreement. The Service Provider further agrees to comply with all subsequent revisions, modifications and amendments to workforce system programs and the related regulations as assigned by CareerSource Gulf Coast. Failure by the Service Provider to accept or comply with changes to workforce system programs or the related regulations that affect the terms of this Agreement, and which the Board shall present in writing, shall be sufficient basis for termination by the Board. The Service Provider assures that it will comply with CareerSource Gulf Coast procedural instructions and policies.
19. The Service Provider understands that modifications and/or revisions to the financial and/or program aspects of this GRANT AGREEMENT may be required as a result of changes in the Board's funding allocations. The Service

Provider understands and agrees that if either party desires to change or modify this Agreement, the proposed changes shall be written documents executed by both parties. The Service Provider understands that the written proposed changes shall be negotiated and that the Agreement shall become a written signed modification to the original GRANT AGREEMENT. The Service Provider further understands that the Board may amend this GRANT AGREEMENT to conform to those changes in any Federal or State Statute, Regulation, Procedural Instruction, and/or Executive Order relevant to this Agreement or any amendment hereto. This Agreement may not be modified, amended, canceled, extended or assigned orally without the express written consent of the Board or the Executive Director of the Board. All modifications, amendments, cancellations, extensions and/or assignments must be reduced to writing and incorporated into an amendment hereto.

20. The Service Provider understands and agrees that verbal communications between the parties will not be accepted in any audit determinations or other matters involving interpretations of the rules and regulations governing the implementation of workforce system programs.
21. The Service Provider assures that it will develop monitoring procedures to ensure that its program is in compliance with workforce system laws and regulations, and that adequate administrative and accounting controls are being used. The Board shall have the right to monitor and evaluate all aspects of program activities and the Service Provider shall provide access to all records necessary to accomplish this obligation.
22. The Board, CareerSource Florida, the Department of Economic Opportunity (DEO), the United States Department of Labor, the Inspector General of the United States Department of Labor, the U.S. Comptroller General, or their designated representatives shall have access and the authority to monitor, audit, examine and make excerpts, copies, or transcripts from records, including all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement in accordance with applicable federal/state laws.
23. The Service Provider shall indemnify, hold harmless, and defend the Board, its agents and employees from and against any and all liabilities, losses, claims, damages, demands, expenses or actions, either at law or in equity, including court costs and attorneys' fees, that may hereafter at any time be made or brought by anyone on account of personal injury, property damage, loss of monies or other loss, allegedly caused or incurred, in whole or in part, in any act of fraud or defalcation by the Service Provider, its agents, subcontractors, assigns, heirs and employees during performance under the Agreement. The extent of this indemnification shall not be limited in any way as to the amount or types of damages or compensation payable to the Board on account of any insurance limits contained in any insurance policy procured or provided in connection with this Agreement. In any and all claims against the Board or any of its agents or employees by any employee of the Service Provider, any subcontractor, heir, assign, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way as to the amount or types of damages, compensation or benefits payable by or for the Service Provider or any subcontractor, under worker's compensation acts, disability benefit acts, or other employee benefit acts. The foregoing indemnification provisions shall not be applicable to any injuries, damages or losses resulting in whole from the acts or omissions of the Board.

Notwithstanding anything to the contrary contained herein, the Service Provider does not hereby waive any of its sovereign immunity and any obligation of the Service Provider to indemnify, defend, or hold harmless the Board as stated above shall extend only to the limits, if any, permitted by Florida law, and shall be subject to the monetary limitations established by section 768.28, Florida Statutes.

24. The Service Provider understands that the Board shall assume no liability with respect to bodily injury, illness or any other damages or losses, or with respect to any claims arising out of any activity under this GRANT AGREEMENT whether concerning persons or property in the Service Provider's organization or any third party. The only exception to the aforementioned hold harmless would be in the case of liability allowed by the general liability policy procured and paid for by the Board for the operation of the CareerSource Gulf Coast Job Center. The Board as the leaseholder is required to maintain a general liability policy of 1.5 million dollars per occurrence,

and insures the contents of the site up to one million dollars. The Board assumes liability as outlined in the policy on file at the Board's Administrative offices at City of Apalachicola.

25. The Service Provider shall not assign, delegate, or in any way transfer any of its rights or responsibilities, or any part of the work and services as called for by this GRANT AGREEMENT without prior written approval of the Board. The Service Provider understands that any contract approved to be subcontracted under this GRANT AGREEMENT shall be specified by written agreement and shall be subject to each provision of this GRANT AGREEMENT and all Federal, State, and local laws and regulations. This includes appropriately executed separate sub agreements for on-the-job training, limited internships, and work experience positions.
26. This GRANT AGREEMENT is subject to termination by either party with thirty-(30) days advance written notice. Any determination under this provision must be made in good faith, with due consideration given to availability of funding and the dedication of resource by the Service Provider to this Agreement. In the event funds to finance this GRANT AGREEMENT are not available, the obligations of each party hereunder may be terminated upon no less than twenty-four (24) hours' notice in writing by CareerSource Gulf Coast to the Service Provider. The Service Provider understands that the Board has the right to terminate this GRANT AGREEMENT by providing a thirty-day written notification when an extenuating circumstance arises, for example when the work is no longer required. It is understood that the Service Provider will be compensated for work already completed or in the process according to accurate, appropriately submitted documents.
27. Avoidance of Conflict of Economic Interest - an executive, officer, agent, representative, or employee of the Service Provider will not solicit or accept money or any other consideration from a third person or entity for the performance of an act reimbursed in whole or in part by the Service Provider. No member of any council under the workforce system shall cast a vote on the provision of services by that member or any organization, which the member directly represents or vote on any matter that would provide direct financial benefit to that member. No official member or employee of the Board or any Board member, or any immediate family member of a Board employee or Board member may have a material financial interest in any service provider entering into this contract as entered into. There will be no conflict of interest permitted by the Service Provider's organization, officials, or employees, real or apparent, in the participation toward any performance of this GRANT AGREEMENT. During any performance of this contract, if there becomes an awareness of an actual or opposing interest, organizational or personal, that will or could affect the ability to be confidential, fair and impartial, they will withdraw from further action taken in that course of performance. Documentation of a conflict of interest and the action taken will be documented by a Conflict of Interest/Disclosure and Action Statement and furnished to CareerSource Gulf Coast. This Breach of Ethical Standards Certification is a material representation of action upon which reliance can be placed when this contract is entered into.
28. The submittal of false information may be considered as fraud and any other breach of these agreement terms could result in the immediate termination of the GRANT AGREEMENT. The Service Provider is liable for the repayment of funds that were paid by the Board for reported performance, or other compensation for services or expenses subsequently determined to be invalid. Repayment may be by deduction from subsequent invoices or in the form of a check for the amount owed if the program ended.
29. The Service Provider assures that it will comply with 29 CFR Section 37.42 and shall make efforts to provide equitable services among substantial segments of the population eligible for participation. Such efforts shall include but not be limited to outreach efforts to broaden the composition of the pool of those considered for participation, to include members of all genders, the various race/ethnicity and age groups, and individuals with disabilities.

The Service Provider assures that it will comply with Title 29 CFR Part 37.37, data and information collection and confidentiality, which require recipients to collect the data and maintain the records that the Civil Rights Center finds necessary to determine recipient compliance with nondiscrimination and equal opportunity provisions. This includes:

- Records on applicants, eligible applicants, participants and terminees, as well as on applicants for employment and employees;
- By race, ethnicity, gender, age, and “where known”, disability status.

30. The Service Provider assures that it will comply with 29 CFR Section 37.29, dissemination of nondiscrimination and equal opportunity policy, and that initial and continuing notice shall be provided that it does not discriminate on any prohibited ground to: applicants, eligible applicants, participants, applicants for employment, employees, and members of the public, including those with impaired vision or hearing, and unions or professional organizations holding collective bargaining or professional agreements with the recipient.

The notice requirements imposed require, at a minimum, the notice be posted prominently in reasonable numbers and places, disseminated in internal memoranda and other written communications, included in handbooks or manuals, made available to each participant and made a part of the participant's file. The notice shall be provided in appropriate formats to individuals with visual impairments. Where notice has been given in an alternate format to a participant with a visual impairment, a record that such notice has been given shall be made a part of the participant's file.

In accordance with Federal and State requirements, the posters listed below are to be displayed prominently at all WIA Title I locations, including satellite offices, and by all service providers.

- Equal Opportunity Is the Law (Spanish and English)
- Equal Employment Opportunity Is The Law (Spanish and English)
- Florida Law Prohibits Discrimination (Spanish and English)

The Service Provider shall, during each presentation to orient new participants and/or new employees to its workforce system funded programs or activities, include a discussion of participant's and/or employees' rights under nondiscrimination and equal opportunity provisions, including the right to file a complaint of discrimination with the recipient, the Department of Economic Opportunity's Office for Civil Rights, or the Civil Rights Center, U.S. Department of Labor.

31. The Service Provider agrees to abide by Federal and State rules/regulations pertaining to patent rights with respect to any discovery or invention that arises or is developed in the course of or under such contract (as applicable). The Service Provider will comply with requirements pertaining to copyrights (agreements which involve the use of copyrighted materials or the development of copyrightable materials), 627.420(h) (4) (ii), and will comply with requirements pertaining to rights to data, 627.420(h) (4) (iii). CareerSource Gulf Coast and the Department of Economic Opportunity shall have unlimited rights to any data first produced or delivered under this Agreement (agreements which involve the use/development of computer programs/applications, or the maintenance of databases or other computer data processing programs, including the inputting of data).
32. The Service Provider agrees to abide by Federal and State rules/regulations pertaining to compliance with all applicable standards, orders, or requirements issued under Sections 300 and 508 of the Clean Air Act, Executive Order 11738, and Environmental Protection Agency regulations (contracts, subcontracts, and sub-grants of amounts in excess of \$100,000).
33. The Service Provider agrees to abide by Federal and State rules/regulations pertaining to compliance with all mandatory standards and policies relating to energy efficiency, which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
34. The Service Provider will comply with the Federal Sarbanes-Oxley Act of 2002 and acknowledges that it is illegal for any corporate entity to punish whistleblowers or retaliate against any employee who reports suspected cases of fraud or abuse (SOX, Section 1107, Section 1513 of Title 18, USC) and that it is a crime to alter, cover up,

falsify, or destroy any document that may be relevant to an official investigation (SOX, Section 1102, Section 1512 of Title 18, USC).

35. The Service Provider assures that clarification will be sought from the Board on any policy, law, rule, regulation and/or directive that is not clearly understood prior to adopting any practice or procedure to which the Board shall supply clarification. The Service Provider understands that the Board will give the Service Provider thirty (30) days to take corrective action should it be determined that there is a violation of the WIA and/or Workforce Innovation Acts. If the Service Provider does not take corrective action, funding will be withheld or revoked.
36. Service Providers who are responsible for determining participants' eligibility will assume the liability of all costs incurred because of erroneous determinations of eligibility. Participant eligibility must be completed prior to enrollment and submitted to the Board upon request after enrollment into the program if the Service Provider is the verifier. Service Provider understands that participant eligibility will be determined prior to enrolling a participant into training.
37. The Service Provider agrees that conditions of employment or training shall be appropriate and reasonable with regard to the type of work, geographical region, and skills of the participant. No participant will be trained or receive services in buildings or surroundings which are unsanitary or dangerous. The Service Provider assures that on-the-job training participants will be provided the same working benefits at the same level as other employees similarly employed.
38. The Service Provider assures that to the extent that a State Worker's Compensation law is applicable, information regarding worker's compensation benefits, in accordance with such law, shall be provided to the potential employer by the Service Provider. The State of Florida, through Welfare Transition and SNAP, shall provide worker's compensation coverage for all Community Work Experience participants. To the extent that such law is not applicable, each recipient of funds under WIOA shall secure insurance coverage for injuries suffered by such participants.
39. The Service Provider understands that workforce system programs' services and activities are to be coordinated with other agencies in the region and that positive working relationships shall be established for the benefit of the participants. To prevent duplication of funding and to comply with WIOA Section 134 (c) (3) (B), students will present information regarding HEA, Title IV awards and other types of financial aid they receive to their case manager. In the event the student does not supply this information, the Service Provider is responsible for obtaining that information and providing it to appropriate workforce staff.
40. Service providers are required to provide priority of services for veterans and eligible spouses pursuant to 20 CFR part 1010, the regulations implementing priority of service for veterans and eligible spouses in Department of Labor job training programs under the Jobs for Veterans Act (P.L. 107-288) published at 73 Fed. Reg. 78132 on December 19, 2008.
41. The Service Provider assures that if the contractor or employee of the contractor who is directly involved in activities funded under this contract has a grievance not related to discrimination, the following steps will be taken:
 - A. The contractor/employee should speak to his/her supervisor unless that person is the cause of the grievance. In that case, the aggrieved should address his/her concern with the next level of supervisor of their respective organization.
 - B. If the problem is not resolved to the aggrieved's satisfaction and he/she wishes to pursue the issue further, he/she should present the problem to the Deputy Director of CareerSource Gulf Coast. The aggrieved must allow 14 working days from the date the Deputy Director was apprised of the issue to receive a written response.
 - C. If the aggrieved receives no response during the 14 working day period or receives an adverse decision that he/she wishes to contest, the aggrieved shall submit a formal, written grievance to the Executive

Director of CareerSource Gulf Coast. The written grievance should be sent to CareerSource Gulf Coast, 5230 West U.S. Highway 98, Panama City, Florida 32401 and 60 working days allowed for a written response.

- D. If the aggrieved receives no response during the allowed time period or is dissatisfied with the response, he/she may write to the Department of Economic Opportunity Director of Workforce Services, 107 East Madison Street, Tallahassee, Florida 32399-4128. This grievance must be filed within one year of the alleged incident.
- E. There is a separate grievance/complaint process for participants.

By the signature on this page, the Service Provider certifies that it has read and understands all of the provisions of this GRANT AGREEMENT and agrees to the information contained herein.

Ron Nalley, City Manager
Name and Title

Date

Signature of Director

Career Source 2019 Franklin County Grant Summer of Resilience Budget Narrative

Students in Franklin County from ages 11 to 19 will be able to participate in a new 7-week summer program that will bring many opportunities for intellectual growth, youth leadership, and connection to positive role models in their community and region. A wide variety of seminars, workshops, and enriching field trips will provide alternatives to many youths that do not have the ability to participate in these types of programs. Barriers are removed and students will gain life skills that they will utilize over their adult lives. This summer will provide a foundation of learning that encompasses technology, art, film, music, wellness and a connection with community. Through these experiences our youth will discover a love of learning and the value of their unique community that can provide an avenue of options with the right choices. Our community partners have joined together to create an amazing program and they have reached out to experts and professionals to create an exceptional summer.

Calendar

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Week 1 June 17 Program Starts!	<u>HCA (Holy Family) Culinary Arts 2-4pm</u>	<u>HCA (Holy Family) Culinary Arts 2-4pm</u>	<u>HCA (Holy Family) Culinary Arts 2-4pm</u> <u>Franklin FILMS CMC 10-1</u>	CMC Complex STEM LAB 4 – 6 pm <u>HCA Culinary Arts 2-4pm</u>	CMC Complex STEM LAB 4 – 6 pm <u>HCA Culinary Arts 2-4pm</u>	
Week 2 June 24	<u>HCA Ballroom 1-3pm</u>	<u>HCA Ballroom 1-3pm</u>	<u>HCA Ballroom 1-3pm</u>	CMC Complex STEM LAB 4 – 6 pm <u>HCA Ballroom 1-3pm</u>	CMC Complex STEM LAB 4 – 6 pm <u>HCA Plein Air Kids 9-4pm</u>	<u>HCA Plein Air Kids 9-4pm</u>
Week 3 July 1	<u>HCA Personal Care 12-4pm</u> <u>AMKL Fused Filament Fabrication 2-5pm</u>	<u>HCA Personal Care 12-4pm</u> <u>AMKL Fused Filament Fabrication 2-5pm</u>	<u>HCA 4th July 4-8pm</u> <u>AMKL Fused Filament Fabrication 2-5pm</u>	CMC Complex STEM LAB 4 – 6 pm <u>HCA Folk Art 12-3pm</u>	CMC Complex STEM LAB 4 – 6 pm <u>HCA Folk Art 12-3pm</u>	<u>HCA Folk Art 12-3pm</u>
Week 4 July 8	<u>HCA Collage 12-3pm</u> <u>AMKL Recording Studio 2-5pm</u>	<u>HCA Collage 12-3pm</u> <u>AMKL Recording Studio 2-5pm</u>	<u>HCA Collage 12-3pm</u> <u>AMKL Recording Studio 2-5pm</u>	CMC Complex STEM LAB 4 – 6 pm	CMC Complex STEM LAB 4 – 6 pm <u>HCA Meditation/ Decision Making 2-5pm</u>	<u>HCA Meditation/ Decision Making 2-5pm</u>
Week 5 July 15	<u>AMKL Exploring with Virtual Reality 2-5pm</u>	<u>AMKL Exploring with Virtual Reality 2-5pm</u>	<u>AMKL Exploring with Virtual Reality 2-5pm</u>	CMC Complex STEM LAB 4 – 6 pm	CMC Complex STEM LAB 4 – 6 pm	

Week 6 July 22	HCA <u>Photography</u> <u>10-2pm</u> <u>AMKL Makey Makey</u> <u>on the go 2-5pm</u>	HCA <u>Photograph</u> <u>10-2pm</u> <u>AMKL Makey</u> <u>Makey on the go</u> <u>2-5pm</u>	HCA <u>Photography</u> <u>10-2pm</u> <u>AMKL Makey</u> <u>Makey on the go</u> <u>2-5pm</u>	CMC Complex STEM LAB 4 – 6 pm	CMC Complex STEM LAB 4 – 6 pm	<u>July 27th</u> Gallery Field trip 6am-9pm
Week 7 July 29	HCA <u>Fashion Des.</u> <u>12-3pm</u>	HCA <u>Fashion Des.</u> <u>12-3pm</u>	HCA <u>Fashion Des.</u> <u>12-3pm</u>	CMC Complex STEM LAB 4 – 6 pm HCA <u>Fashion Des.</u> <u>12-3pm</u>	CMC Complex STEM LAB 4 – 6 pm HCA <u>Fashion Des.</u> <u>12-3pm</u>	

\$8450 STEM LAB CMC Complex Technology Software and Technology Equipment

Tools and supplies used for the development of designated STEM Lab. Costs include licenses, updates, materials in electronic format, and software programs. Equipment includes STEM related materials used to enhance STEM lab for students. Serving up to 20 students per seminar X 2 per week X 7 weeks. Open STEM Lab will be available for use on Thursday and Friday afternoons from 4pm to 6pm.

Laptop Computers X 8 computers X \$300 = \$2400	\$2450
Desktop Computers X 8 computers X 600 = \$4800	\$4800
Projector X \$500 per projector = \$500	\$500
Portable Sound System X 1 system X \$750 = \$750	\$750

\$9800 Contracted Services: Special Programs - STEAM-M Heat/ Mobile Lab & Makers Space
Apalachicola Margaret Key

STEAM-M [Science, Technology, Engineering, Art, Math/Music] is a four [4] week, eight [8] session technology driven program offering young people ages 11 - 19 the opportunity to explore, play, create and innovate with new and interesting technology. Workshops will be led by a certified instructor and an able assistant. The point of the mobile lab is to provide flexibility of space, time and location that will meet participants needs outside the constraints of the library building and schedule.

Week One: Fused Filament Fabrication [2 workshops]

Participants will learn to design and fabricate small objects using 3D technology applications. This program will incorporate instructional reading, math skills, engineering concepts, artistic theory and practical technology application. Equipment and supplies include Macbooks, 3D printers, 3D fabricating pens, and miles of fusible filament. Objects will be displayed at the library.

Number of participants: Up to 10 per workshop

Workshop length: 3 hours

Number of workshops: 3

Week Two: Recording Studio

Participants will learn the basics of music production. This program will incorporate instructional reading, math skills, engineering concepts, artistic theory and practical technology applications. Equipment and supplies include Macbook, DAW, Audio Interface, Microphones, Headphones, Studio Monitors, Cables, Microphone Stands, and Pop Filter.

Number of participants: Up to 10 per workshop

Workshop length: 3 hours

Number of workshops: 3

Week Three: Exploring with Virtual Reality

Participants will explore the world of augmented and virtual reality. This program will incorporate instructional reading, scientific exploration, and practical technology application. Equipment will include dedicated gaming computer, virtual reality headsets and curretted software, and supplemented by MERGE Cubes and headsets.

Number of participants: Up to 10 per workshop

Workshop length: 3 hours

Number of workshops: 3

Workshop Four: Makey Makey on the go

Participants will learn to design, engineer, fabricate and animate small objects using computer robotics technology. This program will incorporate instructional reading, math skills, engineering concepts, artistic and music theory, and practical technology application. Equipment and supplies include Macbooks, computer-centric tool kits, components and circuitry starter kits [Raspberry Pi, Arduino, eggbots, makey-Makey, etc.]

Number of participants: Up to 10 per workshop

Workshop length: 3 hours

Number of workshops: 3

Category	
Equipment & Supplies:	
Mac tablets 6x\$450	2700.00
Fused Filament Fabrication & Stereo Lithography 3D Pens 6x60.00 each	
3D Printer 1x\$350	350.00
Mini Recording Studio 2x\$450 each	900.00
Oculus Virtual Reality set 2x\$500 each	1000.00
Dedicated gaming computer 1x\$600	600.00
MERGE Cube w/ Augmented & Virtual Reality Headset 6x\$50 each	300.00
Computer circuitry kits [Raspberry Pi, etc.]	900.00
Computer-centric tool kits 6x\$25 each	150.00
Subtotal	6900.00
Personnel:	
Certified tech instructor	2000.00
\$50/hr x 3 hr/session x 12 sessions = \$1800	
\$50/hr x 1 hr/prep/session x 12 sessions = \$600	
Tech assistant	900.00
\$15/hr. x 3 hr./session x 12 sessions = \$540	
\$15/hr. x 2 hr./prep/session x 12 sessions = \$360	
Subtotal	2900.00
Project TOTAL	\$9800.00

\$9900 Contracted Services: Special Programs - HCA River Arts Academy

Costs to provide special educational enrichment activities and services exclusively to actively participating students during the program. Fees and costs are established as negotiated based on expertise and community rates. Workshops include student intern staffing for every program and professional art instructor. All supplies provided during workshop.

HCA River Arts Academy 5 Week Life Skills Program:

Culinary Arts Workshop:

Chef Brett Gormley will teach the basics of cooking and produce a final product with each class. Up to 10 students - 5 Day Workshop

Ballroom Dancing Workshop:

A professional ball room dancer will teach up to 20 students (10 pairs of students) ballroom dancing. The class will perform a recital at the end of the program - 4 Day Workshop

Personal Care/Spa/Relationship Workshop:

A professional esthetician, a cosmetologist, hairdresser and a manicurist will teach students personal hygiene and self-care through taking care of their skin and nails. The stations will be set up and all be done simultaneously. 2 Day Workshop - Up to 20 Students

Meditation & Yoga Workshop:

Local professional Yoga, meditation and a life skills coach will teach students the importance of incorporating meditation, clearing the mind, relaxing, and inwardly focusing the mind. Introduction and advanced level instruction in the ancient practice of yoga and meditation. 3 Day workshop - Up to 15 students

Fashion Design & Goal Setting Workshop:

Professional fashion designer Liz Burt will teach students how to design and create a piece of clothing they will complete at the end of the workshop. Students will learn about becoming a fashion designer, including the need to have a combination of drawing, sewing, and design skills, and a knowledge of the fashion industry. Instruction on the need to create a strong fashion portfolio and strengthen their knowledge of business and finance in general. A fashion show will be held at the end of the program for students to show off their creation. 5 Day workshop - Up to 10 Students

July 3rd Youth Art Event:

HCA will host the youth who attend the annual 4th of July fireworks(held on July 3rd) show provided by Main Street of Apalachicola. Several painting stations will be set up for any youth to create a 4th of July themed painting they take with them upon creation. A professional artist will be at each painting station to assist participants with their artwork. There will also be face painting stations set up to celebrate the day. There will be a separate section for 11-19-year-old youth with a more in-depth theme and intimate setting with the artist, and they will be allowed longer time to create their paintings. 1-day event. Up to 100 Kids can attend over the 6-hour open house/workshop.

<p><u>Culinary Arts Workshop:</u> Cutlery, Cutting Boards, aprons, cooking utensils, pots, pans \$800. Recipes and take-home learning material, cookbooks for class \$200 = \$1000 1 1 Chef/Instructor X \$160 per workshop for 5 days = \$800</p>	<p>\$1800</p>
<p><u>Ballroom Dancing Workshop:</u> Professional Dance Instructor \$100 per workshop X 4 days = \$400</p>	<p>\$400</p>
<p><u>Personal Care/Spa Workshop:</u> Supplies: facial/body creams, make up supplies, manicure supplies, hair supplies, for students to take home and use during workshops for 20 students \$850 Station set up supplies for artists \$150 Total Supplies: \$1000 \$100 per day for 2 days X 3 artists = \$600</p>	<p>\$1600</p>
<p><u>Meditation/Yoga Workshop:</u> Supplies: \$530 Yoga mats, Meditation Material (journals, books, meditation pillows), learning material books \$130 per day X 3 days X 3 artists = \$1170</p>	<p>\$1170</p>
<p><u>Fashion Design Workshop:</u> Supplies: \$2000 Fabrics, sewing machines, sketch books, drawing supplies, sewing materials, buttons, zippers, fashion industry books, fashion industry informational videos 1 Instructor X \$200 per workshop X 5 days = \$1000</p>	<p>\$1200</p>
<p><u>July 3rd Youth Art Event:</u> Canvases, paints, paint brushes, easels, pallets, aprons, brush cleaning supplies: \$1000. Station set up supplies (tables, floor & table covering, clean up supplies) \$400 Total Supplies \$1400 HCA provides artist/instructor</p>	<p>\$1400</p>

\$5000 Contracted Services: Special Programs - Franklin Films - Movie Production Program

Summer Youth Film Program designed for students ages 11-19. 10 students per workshop includes instruction in professional filmmaking and film equipment instruction. Students write and produce film over 8-week instructional timeframe. Students produce film that will be shown at 3 venues across Franklin County. Students will visit FSU film school and meet with film industry experts. Instructor provides supplies/equipment.

<p>Seminar 1: \$2500 Professional Videographer provides introduction to beginning filmmaking and instructs students in the use of professional camera techniques. The students will have the opportunity to use a professional grade video camera and learn how to use video editing software. 1 Videographer X 4 weeks X 2 classes per week X \$312.50 per class = \$2500</p>	<p>\$2500</p>
<p>Seminar 2: \$2500 Professional Videographer provides instruction in advanced level filmmaking technique with final completion of professional grade short film. Students will have hands on instruction in green screen technology and produce a movie that will be shown to the Franklin County community at a special premier. 1 Videographer X 4 weeks X 2 classes per week X \$312.50 per class = \$2500</p>	<p>\$2500</p>

\$9600 Contracted Services: Special Programs - Artist in Residence Program

Plein Air Artist Workshop – Professional Artist, Jenny Odom will teach a 2 day out-door painting workshop learning the act of painting outdoors. This method contrasts with studio painting or academic rules that might create a predetermined look. Each completed painting will be hung in the HCA art gallery as an exhibit.

Folk Art Workshop – FOLK ART is rooted in traditions that come from community and culture – expressing cultural identity by conveying shared community values and aesthetics. FOLK ART encompasses a range of utilitarian and decorative media, including cloth, wood, paper, clay, metal and more. Professional Artist, Earnest Lee will do a 3 day study teaching the history of folk art and teaching students how to create their own folk art which will be completed and hung in HCA art gallery as an exhibit.

Collage and mixed media Workshop- Lydia Countryman will teach a 3-day Collage workshop. Students will learn both the technique and the resulting work of art in which pieces of paper, photographs, fabric and other ephemera are arranged and stuck down onto a supporting surface. This will be a collaborative student workshop producing one large collage that will be exhibited in the art gallery of HCA.

Photography workshop- Professor Mark Zimmerman will teach a 3-day workshop teaching the basics of professional photography, going on location shooting around Apalachicola, and teaching editing of photography using Photoshop computer program. The final works will be exhibited in the art gallery of HCA. HCA will have a 2-week exhibit of all the above works of art for students to have the opportunity of seeing their artwork in a professional gallery setting, with hopes of inspiring their creativity through visual arts.

Field Trip to Fine Art Gallery - Cummer Museum, Jacksonville

French Moderns: Monet to Matisse, 1850–1950 exhibits approximately 65 works of art from the Brooklyn Museum's All students who participated in these workshops will travel to a Fine Art Gallery to experience visual *art by professional artists* considered to have been created primarily for aesthetic and intellectual purposes and judged for its beauty and meaningfulness, specifically, painting, sculpture, drawing, watercolor, graphics, and architecture.

Field Trip Budget: \$1600

<p><u>Plein Air Artist Workshop:</u> Artist Residency: \$700 \$350 per day for 2-day residency Supplies: \$500 Acrylic, Oil & watercolor paints, Canvases, Aprons, Easels, Cleaning Supplies</p>	\$1200
<p><u>Folk Art Workshop:</u> Artist Residency: \$1050 \$350 per day for 3-day residency Supplies: \$450 Paints, mixed media supplies, canvases, wooden canvases, cleaning supplies</p>	\$1500
<p><u>Collage & Mixed Media Workshop:</u> Artist Residency: \$1050 \$350 per day for 3-day residency Supplies: \$450 Vast amount of mixed media supplies. Large canvas or backboard for collage. Collage journals, collage book learning materials</p>	\$1500
<p><u>Photography Workshop:</u> Artist Residency: \$1500 \$500 per day for 3-day residency Supplies: \$2300 Cameras, lenses, film or sim cards, tripods, photography books, photo paper, photo development money, Photoshop program</p>	\$3800
<p><u>Field trip to Cummer Museum, Jacksonville:</u> Admission 50 students and 10 chaperones: \$375 1 driver @ \$15/hr. x 15 hours= \$225 1 Bus X 500 miles X \$2 per mile = \$1000</p>	\$1600

\$990 Contracted Services: Transportation (Bus Drivers)

Independently contracted bus drivers to provide safe transportation exclusively for actively participating students from the program site to special programs and field trip sites during the summer programs.

1 driver @ \$15/hr. x 66 hrs. = \$990

\$1600 Contracted Services: Transportation (Bus Use)

To provide transportation services by certified contractor exclusively for actively participating students during the 8-week programs. These trips are local within the county and adjoining counties, may include trips to Estuary Center, local Ballet, Art Exhibit, lighthouse, etc. Bus drivers are paid separately.

\$1160 Field Trips: Admission

To provide Admission fees and other field trip costs which are exclusively for actively participating students.

8 field trips x 50 students x \$5/admission = \$900

8 field trips x 4 chaperones x \$5/admission = \$160

\$1000 Admin Fee - Payroll/Bookkeeping City of Apalachicola

1% of total grant for payroll and accounting administration.

\$2500 Contracted Services: Grants Management Assistant

Position to work on grant projects with Apalachicola City Staff and Project Director to manage grant administration and ensure resources are used efficiently and effectively.

1 Grants Management Assistant @ \$20/hr. x 125 hrs. = \$2500

**APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: June 4, 2019**

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

AGENDA INFORMATION:

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

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

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

FUNDING SOURCE: Not Applicable

ATTACHMENTS: Resolution 2019-07 Providing for the Adoption of the Rules of Procedure for the Apalachicola City Commission and the Rules of Procedure (Exhibit A) dated June 4, 2019.

STAFF'S COMMENTS AND RECOMMENDATIONS: The City of Apalachicola Charter states that, "the Commission shall determine its own rules and order of business and shall keep a journal of its proceedings." Cities in Florida have a lot of discretion in determining how to conduct their business and each Board must therefore fashion rules of procedure that will meet its own particular needs. A revision to the Rules of Procedure is presented for your review and approval. In keeping with comments made at the Board Retreat, an addition was made under "Parliamentary Procedure" at the beginning of the document and a deletion was made under Rule 6 (b) concerning voting when not physically present at a meeting. Following the May meeting, meeting notice requirements were clarified for Special Meetings and Workshops and minor changes were made to Rule 26.

Exhibit "A"
**RULES OF PROCEDURE
FOR THE CITY COMMISSION
OF THE CITY OF APALACHICOLA**

EFFECTIVE JUNE 4, 2019

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

PARLIAMENTARY PROCEDURE

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

RULES OF CIVILITY

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

PREFACE

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

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

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

Exhibit "A"

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

RULE 1 MEETINGS

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

RULE 2 REGULAR MEETINGS

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

RULE 3 SPECIAL MEETINGS

The Mayor, or in the Mayor's absence, the Mayor Pro-Tem, two (2) or more Commission members, or the City Manager, may call or schedule a Special Meeting of the City Commission. A minimum of ~~six (6)~~ forty eight (48) hours' notice shall be given to all City Commission members for all Special City Commission Meetings. Notice of the call of such Special Meetings shall be by majority agreement of the City Commission, or in writing, signed by the party or parties making the call, and shall be served on every member, either by notifying the member in person, by telephone, electronic media, or by leaving a copy of said notice at the member's legal residence. The news media, the City Attorney, the City Clerk, the City Manager, and affected Department Heads shall also be notified. The notice shall state the business to be transacted at such meeting and no other business than that so specified shall be transacted. Only matters on the agenda or matters of an emergency nature may be acted upon by the Commission. Justification of emergency action shall be noted in the minutes of the meeting. Notice shall be posted at City Hall.

RULE 4 EMERGENCY MEETINGS

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

Exhibit "A"

RULE 5 WORKSHOPS

A workshop may be called orally or in writing by the Mayor, any two (2) or more City Commission members, or the City Manager. The City Commission can initiate workshops, also known as Special Meetings, that are public meetings to improve communication, to gain information, or to create a stronger working relationship among the elected officials of the general city government. Public attendance is encouraged. A minimum of forty eight (48) hours' notice shall be given for all Workshops and Notice shall be posted at City Hall.

RULE 6 QUORUM AND ATTENDANCE

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

RULE 7 NEW COUNCIL MEMBERS

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

Exhibit "A"

RULE 8 ELECTION OF MAYOR PRO-TEM

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

RULE 9 PRESIDING OFFICER

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

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

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

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

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

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

RULE 10 CITY CLERK

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

Exhibit "A"

RULE 11 RULES OF DEBATE

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

RULE 12 CONDUCT AND RESPONSIBILITY OF MEMBER

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

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

RULE 13 CONFLICT OF INTEREST

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

RULE 14 ORDINANCES

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

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

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RULE 15 RESOLUTIONS

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

RULE 16 MOTIONS

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

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

RULE 17 WITHDRAWAL OF MOTIONS

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

RULE 18 AMENDING OF MOTIONS

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

RULE 19 RECONSIDERATION

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

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

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

RULE 20 RESCINDING ACTION PREVIOUSLY TAKEN

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

RULE 21 PRIVILEGE OF THE FLOOR

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

RULE 22 PARLIAMENTARY AUTHORITY

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

RULE 23 SUSPENSION OF STANDING RULES

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

RULE 24 EFFECTS OF RULES

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

RULE 25 INFORMAL CONSIDERATION OF MATTERS

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

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

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

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

RULE 26 PREPARATION OF AGENDAS

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

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

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

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

RULE 27 AGENDAS – ORDER OF BUSINESS

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

(a) Invocation & Pledge of Allegiance to the Flag

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

(b) Agenda Adoption

(c) Awards, Recognitions and Presentations

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

(d) City Council Reports and/or Correspondence

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

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

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

(f) Public Hearings

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

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

(g) Public Comment

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

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

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

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- (a) Step up to the podium and give their name and address;
- (b) State the topic or position (for/against) of the item under discussion; and
- (c) Address all remarks and questions to the City Commission as a body, and not a member thereof, except through the Presiding Officer.

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

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

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

(h) Consent Agenda

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

(i) Council Business

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

(j) Adjournment

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

RULE 28 BOARDS, COMMITTEES, AND MEETINGS

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

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The mission of advisory boards and committees shall be to examine various policy issues referred by the City Commission, staff, or as determined in the work plan. Committees shall provide guidance to the City Commission in the development of policy recommendations. Committees shall not attempt to manage the administrative operations of the City; the committee will not be involved in directing staff.

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

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particular appointee because of his/her special expertise or knowledge; or for such other circumstances as the City Commission deems warranted.

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

GUIDELINES FOR CITIZEN ADVISORY BOARDS AND COMMITTEES

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

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(7) Meeting Frequency:

- (a) At a minimum, all boards and committees shall meet once per year.
- (b) The names of those boards and committees that do not meet this minimum requirement shall be submitted to the City Clerk's Office.
- (c) Recommendations to dissolve committees or other recommended action will be submitted to the City Commission for consideration.
- (d) Any advisory board or committee whose officers are elected/appointed as prescribed in federal/state statute shall be exempted from Guideline No. 6.

(8) Parliamentary Procedure: As appropriate, Robert's Rules of Order may be used as a guide in conducting board and committee meetings.

RULE 29 SUSPENSION AND CONSTRUCTION OF RULES

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

**CITY OF APALACHICOLA
RESOLUTION 2019-07**

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

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

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

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

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

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

ADOPTED, this 4th day of June, 2019 by the City Commission of the City of Apalachicola.

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

Van W. Johnson, Sr., Mayor

ATTEST:

Deborah Guillotte, City Clerk

**APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: June 4, 2019**

SUBJECT: Proposed T-Mobile Site Lease Agreement

AGENDA INFORMATION:

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

BRIEF SUMMARY: In February, a representative of T-Mobile approached the City about leasing a portion of the water tower on Coach Wagoner Boulevard and Avenue L for the location, installation and operation of an antenna facility. T-Mobile provided the City a standard lease agreement for the Commission's consideration. At the March meeting, the Board asked the City Manager and City Attorney to negotiate a proposed lease and present it back to the Commission for their consideration. The revised Agreement now contains an Option Period of one year with two one-year renewals to allow T-Mobile an opportunity to determine if the site is suitable for the proposed use and to obtain all government approvals. The cost of the Option Period remains at \$500 per year. Once T-Mobile decides to exercise its option, the Agreement sets forth the terms and rental payment of \$1,800 per month for the first 5 years, which will increase upon each successive renewal term. If the full term is realized, the lease would extend now for only 15 years. Other revisions have been recommended in Sections 10, 12 15, 18, and 19. The property is located in the R-2 Zoning District and allows the antenna through a Special Exception as a "Public Facility or Structure."

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

FUNDING SOURCE: Not Applicable

ATTACHMENTS: Site Lease Agreement

STAFF'S COMMENTS AND RECOMMENDATIONS: The City Attorney and City Manager are still negotiating certain provisions of the Agreement and will have an update at the meeting. **The attached Agreement is presented as it stands on May 24, 2019.** In particular, T-Mobile has removed any ability of the City to terminate the Lease and has added language that would allow the facility to remain or be relocated should something happen to the water tower. The newly added Section 19 from T-Mobile now seems to be in direct conflict with Ordinance 2017-04 which discourages the long term lease or improvement of the historic Madison Square property.

SITE LEASE AGREEMENT

This SITE LEASE AGREEMENT (this "Lease") is effective the date of the last signature on this Lease (the "Effective Date") by and between ~~<Landlord Name>~~ City of Apalachicola, a(n) ~~<LL Entity Type>~~ Incorporated ("Landlord") and ~~<Market Entity Name>~~ T-Mobile South LLC, a Delaware ~~<T-Mobile Type of Entity>~~ limited liability company ("Tenant").

Landlord and Tenant agree to the following:

1. **Property Description.** Landlord is the owner of the real property located at ~~<Site Address, City, County, State Zip>~~ Southeast Quadrant of Avenue L and 14th Street (Tax parcel # 01-09S-08W-8330-0141), Apalachicola, Florida 32320, as further described on Exhibit A (the "Property"). The Property includes the leased premises plus any additional portions of the Property which Tenant may require for the use and operation of its facilities as generally described on Exhibit B (the "Premises") Which additional portion must be submitted to and approved by the City in writing. Tenant reserves the right to update the description of the Premises on Exhibit B to reflect any modifications or changes as long as the same are approved in writing by the Landlord.

2. **Option.** Landlord grants to Tenant an option to lease the Premises on the terms and conditions described in this Lease (the "Option"). The Option shall commence on the Effective Date and shall continue for a period of one (1) year (the "Option Period"). The Option Period will be automatically extended for up to ~~onethree (13)~~ three (3) additional and successive one (1) year periods, unless Tenant provides written notice to the Landlord of its election to exercise or not renew its Option. For each Option Period, Tenant shall pay Landlord ~~<Option \$ amount written>~~ five hundred and no/100 dollars (\$<Option \$ amount number>(\$500.00)).

3. **Landlord Cooperation.** During the Option Period and Term (as defined below), Landlord shall cooperate with Tenant's due diligence activities, which shall include, but not be limited to, access to the Property for inspections, testing, permitting related to the Permitted Uses (as defined below). Landlord authorizes Tenant to sign, file, submit and obtain all zoning, land use and other applications for permits, licenses and approvals required for the Permitted Uses from all applicable governmental and quasi-governmental entities (collectively, the "Governmental Approvals"), but only to the extent it does not obligate or make liable or responsible the City to pay, perform, or refrain from action other than is specifically authorized or required by other terms of the agreement and to the fullest extent necessary, Landlord grants Tenant and its agents power of attorney to take all such actions on behalf of and in the name of Landlord. Landlord's cooperation shall include the prompt execution and delivery of any documents necessary to obtain and maintain Governmental Approvals or utility services. Additionally, Landlord shall not take any actions which are in conflict with or interfere with Tenant's Governmental Approvals as long as the same is permitted and authorized under other provision of this agreement.

4. **Antenna Facilities and Permitted Uses.** Tenant leases the Premises for its equipment, personal property and improvements associated with Tenant's wireless communications business (the "Antenna Facilities"). The Premises may be used for the construction, installation, operation, maintenance, repair, addition, modification, upgrading, removal or replacement of any and all Antenna Facilities (the "Permitted Uses") for no fee or additional consideration but must be submitted and approved by the City. The Antenna Facilities shall remain the exclusive property of Tenant and shall not be considered fixtures. Tenant, at its expense, may use any and all reasonable means as Tenant deems necessary to control, secure or restrict access to the Antenna Facilities as long as it does not conflict with or interfere with the operations of the City

and is consented to in writing by the City. — Landlord hereby waives any and all lien rights it may have concerning the Antenna Facilities. ~~{Notwithstanding anything to the contrary in the Lease, (a) if any portion of the Antenna Facilities will be installed on a tower owned by Landlord (“Tower”), Landlord warrants that the Tower has structural capacity to support Tenant’s equipment as shown on Exhibit B, (b) Tenant shall have the right to install the equipment shown on Exhibit B at any time during the Term without any increase in Rent, and (c) during the Term, Landlord shall reserve space and loading capacity on the Tower for Tenant’s equipment shown on Exhibit B.}~~ If necessary to maintain service, Tenant shall have the right to locate a cell-on-wheels, or other temporary antenna facility on the Property. Landlord shall cooperate with the placement of the temporary facility at a mutually acceptable location.

5. Lease Term.

a) The Initial Term of the Lease shall be ~~<Lease term written e.g. five>~~ five (~~<Lease term number>~~ 5) years commencing on the date of Tenant’s exercise of the Option (the “Commencement Date”), and ending on the day immediately preceding the fifth (5th) anniversary of the Commencement Date (the “Initial Term”). The Initial Term, together with any Renewal Terms and Extended Periods are referred to collectively as the “Term.”

b) ~~The Initial Term shall automatically renew for <Renewal term written e.g. five>~~ two (~~<Renewal term number>~~ 2) successive renewal terms of ~~<Additional renewal terms written e.g. five>~~ five (~~<Additional renewal terms number e.g. 5>~~ 5) years each (each a “Renewal Term”), provided, however, that Tenant may elect not to renew by providing notice prior to the expiration of the then current Term.

~~c) Upon the expiration of the final Renewal Term, Tenant shall have the right to continue to occupy the Premises and the Term shall automatically extend for up to nine (9) successive one (1) year periods (each, an “Extended Period”). Landlord may terminate the renewal of any Extended Period by delivery of notice at least six (6) months prior to the end of the then current Extended Period. Tenant may terminate any Extended Period at any time by delivery of notice to Landlord.~~

6. Rent/Other Charges.

a) Upon the Commencement Date, Tenant shall pay Landlord rent in the amount of ~~<Rent amount written e.g. two hundred dollars and 00/100 cents>~~ one thousand eight hundred dollars (~~\$(Rent amount number)~~ \$1,800.00) per month (the “Rent”). Tenant shall deliver Rent to Landlord at the address specified in the Notice section, or by electronic payment. The first Rent payment shall be due within thirty (30) days after the Commencement Date. Subsequent Rent shall be payable by the fifth day of each month.

b) The Rent for each successive Renewal Term shall be increased by 110% percent of the Rent for the immediately preceding Term. ~~The Rent for each Extended Period shall be increased by 2% percent of the Rent for the immediately preceding year.~~

c) ~~Rent for any partial month shall be prorated on a per day basis, based on the number of days in the month in question. Landlord shall cooperate with Tenant regarding the use of any electronic rent payment systems or the provision of any associated documentation. Tenant may condition payment of Rent and any other sums payable under this Lease upon Tenant’s receipt of a duly completed IRS form W-9, or similar governmental form.~~

~~d)c) Any charges payable under this Lease other than Rent shall be billed by Landlord to Tenant within twelve (12) months from the date the charges were incurred or due; otherwise the charges shall be deemed time barred and forever waived and released by Landlord.~~

7. Interference. Tenant shall not interfere with the radio frequency communications of Landlord or any of Landlord's existing tenants as of the Effective Date. After the Effective Date, Landlord shall not install, or permit any third party to install, any equipment or structures that interfere with or restrict the operations of Tenant. Any such interference shall be deemed a material breach of this Lease by Landlord and Landlord shall remove the cause of the interference within forty-eight (48) hours of notice. Tenant shall have the right to exercise all legal and equitable rights and remedies to end the interference.

8. Utility Services.

a) Tenant shall have the right to connect to, maintain, repair, upgrade, remove or replace on the property leased herein existing utility related equipment and shall have the right to install new utility related equipment, including a generator, optical fiber facilities, and alternative energy related equipment, to service its Antenna Facilities, or cell-on-wheels on the Property (collectively, the "Utility Facilities") as approved by the City which consent shall not be unreasonable withheld.

b) Tenant shall be responsible for all utilities charges for electricity, or any other utility service used by Tenant on the Premises. Tenant ~~shall~~ may install separate meters for Tenant's utility usage. ~~If Tenant does not install a separate meter, Tenant shall pay Landlord <Utilities amount written e.g. two hundred dollars and 00/100 cents> dollars (\$<Utilities amount number e.g. 200.00>) per month for its utility usage.~~

9. Access and Easements.

a) Landlord shall furnish, at no additional charge to Tenant, unimpeded and secure access to the Premises on a 24-hours-a-day, 7-days-a-week basis to Tenant and Tenant's employees, agents, contractors and other designees which shall be determined and signed by both parties prior to the effective date of this Lease.

b) Landlord grants Tenant, at no additional Rent or charge, easements on, over, under and across the Property for ingress, egress, communications, power and other utilities, construction, demolition and access to the Premises and any Utility Facilities (collectively, the "Easements"). Landlord shall not modify, interrupt or interfere with any communications, electricity, or other utility equipment and easements serving the Property, except with the prior written approval of Tenant except in cases of emergency or for public safety, health or welfare as determined by the City.

c) Upon the Effective Date, Landlord shall provide all applicable access key(s) and a defined and accessible location on the Property for Tenant to install a secure lockbox to store any such access key(s) necessary to allow for 24-hours-a-day, 7-days-a-week physical access to all of Tenant's equipment or conduits. Landlord shall not change the method(s) of access or access key(s), without first providing Tenant with prior written notice and an updated set of access keys or new access code(s) (if applicable).

10. Termination. Tenant may terminate this Lease without further liability, upon thirty (30) days prior written notice to Landlord, for any of the following reasons: (i) changes in local or state laws or regulations which adversely affect Tenant's ability to operate; (ii) a Federal Communications Commission ("FCC") ruling or regulation that is beyond the control of Tenant; (iii) technical or economic reasons; or (iv) if

Tenant is unable to obtain any Governmental Approval required for the construction or operation of Tenant's Antenna Facilities. Upon ninety (90) days prior written notice to Landlord, Tenant may terminate this Lease for any or no reason.

11. Casualty and Condemnation. If the Premises or Antenna Facilities are damaged or destroyed by wind, fire or other casualty, Tenant shall be entitled to negotiate, compromise, receive and retain all proceeds of Tenant's insurance and other claims and Tenant may terminate the Lease by written notice to Landlord ninety (90) days after written notice of termination is provided to the Landlord. If the Premises, any Easements or Antenna Facilities are taken or condemned by power of eminent domain or other governmental taking, then: (a) Tenant shall be entitled to negotiate, compromise, receive and retain all awards attributable to (i) the Antenna Facilities, (ii) Tenant's leasehold interest in the Property, (iii) any moving or relocation benefit available to Tenant and (iv) any other award available to Tenant that is not attributable to Landlord's title to or interest in the Property. If the Antenna Facilities are not operational due to casualty or condemnation, Tenant shall have the right to abate the Rent for that period time. In addition, Tenant may terminate the Lease by written notice to Landlord.

12. Default and Right to Cure. A party shall be deemed in default under this Lease if it fails to make any payment, or to perform any obligation required of it within any applicable time period specified and does not commence curing such breach within thirty (30) days after receipt of written notice of such breach from the non-defaulting party ("**Default**"). This Lease, or Tenant's rights of possession shall not be terminated due to any Tenant Default unless: ~~(a) the Default is material;~~ (b) Landlord shall have given Tenant not less than thirty (30) days prior written notice, after the expiration of the cure period described above, and Tenant fails to cure or commence the cure of such Default within the second thirty (30) day notice period; and, ~~(c) Landlord lacks any other adequate legal or equitable right or remedy.~~ Failure to provide Tenant access to the Premises, as required above, within 24 hours after receiving written notice of such failure shall be deemed a material Default.

13. Taxes. Landlord shall pay when due all real estate taxes and assessments for the Property, including the Premises. Notwithstanding the foregoing, Tenant shall reimburse Landlord for any personal property tax paid for by Landlord which is solely and directly attributable to the presence or installation of Tenant's Antenna Facilities during the Term. Landlord shall provide prompt and timely notice of any tax or assessment for which Tenant is liable. Tenant shall have the right to challenge any tax or assessment and Landlord shall cooperate with Tenant regarding such challenge.

14. Insurance and Subrogation and Indemnification.

a) During the Term, Tenant and Landlord each shall maintain Commercial General Liability Insurance in amounts of One Million and no/100 Dollars (\$1,000,000.00) per occurrence and Two Million and no/100 Dollars (\$2,000,000.00) aggregate. Each party may satisfy this requirement by obtaining the appropriate endorsement to any master insurance policy such party may maintain. Tenant and Landlord shall each maintain "all risk" or "special causes of loss" property insurance on a replacement cost basis for their respectively owned real or personal property.

~~b) Landlord and Tenant hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder. In the event of an insured loss, neither party's insurance company shall have a subrogated claim against the other party.~~

e)b) Subject to the property insurance waivers set forth in the preceding subsection (b), Landlord and Tenant each agree to indemnify and hold harmless the other party from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liabilities, including reasonable attorneys' fees, to the extent caused by or arising out of: (i) any negligent acts or omissions or willful misconduct in the operations or activities on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants or subtenants of the indemnifying party, (ii) any spill or other release of any Hazardous Substances (as defined below) on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants or subtenants of the indemnifying party, or (iii) any breach of any obligation of the indemnifying party under this Lease. The indemnifying party's obligations under this subsection are contingent upon its receiving prompt written notice of any event giving rise to an obligation to indemnify the other party, ~~and the indemnified party's granting it the right to control the defense and settlement of the same.~~

d)c) Tenant shall not be responsible or liable to Landlord or any third party for any claims, damages, costs, expenses, including liens, fines, penalties or other enforcement actions, attributable to any pre-existing violations of applicable laws, codes, ordinances or other regulations relating to the Property (collectively, "**Pre-Existing Violations**"). To the extent Tenant is or may be required to cure such Pre-Existing Violations in order to obtain any Governmental Approvals for its Permitted Uses of the Premises, however, Tenant shall have the right, subject to prior approval being obtained in writing from the City, but not the obligation, to cure such Pre-Existing Violations and deduct the curative costs from Rent payable under this Lease.

e)d) The provisions of subsections (b) and (c) above shall survive the expiration or termination of this Lease.

15. Notices. All notices, requests, demands and other communications shall be in writing and shall be effective three (3) business days after deposit in the U.S. mail, certified, return receipt requested or upon receipt if personally delivered or sent via a nationally recognized courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Tenant, to:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance/<Site
Number>/9JK1395

If to Landlord, to:

<Landlord's Name>City of Apalachicola
<Landlord's mailing address number and street>1
Bay Avenue
<Landlord's mailing city, state and zip
code>Apalachicola, FL 32320

Per the W-9 Form Rent is to be paid to:

<Payee's Name>City of Apalachicola
<Payee's mailing address number and street>1 Bay
Avenue
<Payee mailing city, state and zip
code>Apalachicola, FL 32330

16. Quiet Enjoyment, Title and Authority. Landlord covenants and warrants that: (a) Landlord has full right, power and authority to execute and perform this Lease and to grant Tenant the leasehold interest and Easements contemplated under this Lease; (b) Landlord has good and unencumbered title to the Property, free and clear of any liens or Mortgage (defined below) and will not interfere with Tenant's Permitted Uses and any rights under this Lease; (c) the execution and performance of this Lease shall not violate any laws, ordinances, covenants, or the provisions of any Mortgage, lease, or other agreement binding on Landlord; (d) Tenant's use and quiet enjoyment of the Premises will not be disturbed except as provided for or allowed herein; and (e) ~~Landlord will be responsible, at its sole cost and expense, for maintaining all portions of the Property in good order and condition and in compliance with all applicable laws, including without limitation, the roof, any support structure owned by Landlord, HVAC, plumbing, elevators, landscaping and common areas.~~

17. Environmental Laws. Landlord and Tenant shall comply with all federal, state and local laws in connection with any substances brought onto the Property that are identified by any law, ordinance or regulation as hazardous, toxic or dangerous (collectively, the "**Hazardous Substances**"). Tenant agrees to be responsible for all losses or damage caused by any Hazardous Substances that it may bring onto the Property and will indemnify Landlord for all such losses or damages. Landlord agrees to be responsible to the extent caused by the City or its employees, officers or representatives for all losses or damage so caused by any Hazardous Substances on or entering the Property, except those brought onto the Property by Tenant, and will indemnify Tenant for all such losses or damages including the cost of any investigation or remediation, or other actions required to comply with applicable law. Landlord represents that it has no knowledge of any Hazardous Substances on the Property.

18. Assignment.

a) Tenant shall have the right to assign, sublease or otherwise transfer this Lease, upon written notice to Landlord and Landlord's written consent which shall not be unreasonably withheld. Upon an assignment or transfer, Tenant shall be relieved of all liabilities and obligations and Landlord shall look solely to the transferee for performance under this Lease. Upon receipt of a written request from Tenant, Landlord shall promptly execute an estoppel certificate.

b) Landlord shall have the right to assign and transfer this Lease only to a successor owner of the Property. Only upon Tenant's receipt of written verification of a sale, or transfer of the Property shall Landlord be relieved of all liabilities and obligations and Tenant shall look solely to the new landlord for performance under this Lease. Until Tenant receives required information and documents, Tenant shall not be responsible for any failure to make payments under this Lease and reserves the right to hold payments due under this Lease. Landlord shall not attempt to assign, or otherwise transfer this Lease separate from a transfer of ownership of the Property (the "**Severance Transaction**"), without the prior written consent of Tenant, which consent may be withheld or conditioned in Tenant's sole discretion. If Tenant consents to a Severance Transaction, Landlord and its successors and assigns shall remain jointly and severally responsible for the performance of all duties and obligations of the Landlord under this Lease.

19. Relocation.

a) Landlord must provide Tenant at least six (6) months written notice of any repairs, maintenance or other work (the "**Work**") during the Term of the Lease which would require the temporary relocation of the Antenna Facilities. Landlord agrees that the Work which is agreed to will not limit or

interfere with Tenant's Permitted Uses of the Premises. Landlord will reimburse Tenant for all expenses incurred by Tenant required to accommodate the Work. If necessary, in Tenant's sole determination, Tenant may elect to install a temporary communications facility (e.g. a "cell on wheels," or "COW") in another mutually agreeable location on the Property that provides Tenant coverage and service levels similar to those of the Antenna Facilities at the original location, while the Work is being performed. Tenant shall have the right to reinstall its Antenna Facilities immediately upon the completion of the Work. Tenant or its designee shall have the right to accompany Landlord, its agents or contractors whenever the Work is being performed on the Premises. Notwithstanding anything to the contrary, Landlord shall not have the right to permanently relocate the Antenna Facilities except as set forth herein.

b) If Landlord desires to redevelop, modify, remodel, or in any way alter its Property or any improvements thereon ("Redevelopment"), Landlord shall in good faith use its best efforts to fully accommodate Tenant's continuing use of the Premises. If both parties to this Lease determine that the Redevelopment necessitates permanent relocation of the Antenna Facilities, Landlord shall have the right, subject to the following provisions of this section, to relocate the Antenna Facilities, or any part thereof, to an alternate location on the Property (the "Relocation Premises"), provided, however, that: (i) Landlord may only relocate Tenant once during the Lease; (ii) Landlord may only relocate Tenant after the Initial Term; (iii) Landlord must give Tenant at least twelve (12) months written notice prior to such relocation; (iv) all costs and expenses associated with or arising out of such relocation (including, without limitation, approval and permitting costs) shall be paid by Landlord; (v) such relocation shall be performed exclusively by Tenant or its agents; and (vi) such relocation shall not limit or interfere with Tenant's Permitted Uses of the Premises. Landlord shall exercise its relocation right by delivering written notice to Tenant pursuant to the Lease and shall identify in the notice the proposed Relocation Premises on the Property. If, in Tenant's reasonable judgment, no suitable Relocation Premises can be identified on the Property, then Landlord shall not be permitted to exercise its relocation right under this section and the Redevelopment shall not result in or cause the relocation of the Antenna Facilities; provided, however, that if Landlord is exercising its relocation right under this section in order to comply with then applicable laws or regulations governing the Property, and in Tenant's reasonable judgment no suitable Relocation Premises can be identified, then Tenant shall have the right to terminate the Lease upon written notice to Landlord, without penalty or further obligation

20. Marking and Lighting Requirements. If any tower or other support structure for Tenant's Antenna Facilities is owned by Landlord, Landlord acknowledges that Landlord shall be responsible for compliance with all marking and lighting requirements of the Federal Aviation Administration and the FCC. Landlord shall indemnify and hold Tenant harmless from any fines or other liabilities caused by Landlord's failure to comply with these requirements.

21. Miscellaneous.

a) The prevailing party in any litigation or other legal proceedings arising under this Lease (including any appeals and any insolvency actions) shall be entitled to reimbursement from the non-prevailing party for reasonable attorneys' fees and expenses.

b) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements with respect to the subject matter and Property. Any amendments to this Lease must be in writing and executed by both parties.

c) Landlord agrees to cooperate with Tenant in executing any documents which Tenant deems necessary to insure and protect Tenant's rights in, or use of, the Premises. Landlord shall execute and deliver: (i) a Memorandum of Lease in substantially the form attached as **Exhibit C**; and (ii) if the Property is encumbered by a deed, mortgage or other security interest (each, a "**Mortgage**"), a subordination, non-disturbance and attornment agreement using Tenant's form.

d) This Lease shall be construed in accordance with the laws of the state or territory in which the Property is located, without regard to the principles of conflicts of law, and any suit filed to enforce this Lease or interpret the same shall be filed in Franklin County, Florida and thus is a portion of the consideration for the Lease of this property.

e) If any term of this Lease is found to be void or invalid, the remaining terms of this Lease shall continue in full force and effect. Any questions of particular interpretation shall be interpreted as to their fair meaning.

f) Each party hereby represents and warrants to the other that this Lease has been duly authorized, executed and delivered by it, and that no consent or approval is required by any lender or other person or entity in connection with the execution or performance of this Lease.

g) If either party is represented by any broker or any other leasing agent, such party is responsible for all commission fee or other payment to such agent.

h) This Lease and the interests granted herein shall run with the land, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

i) This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. Signed facsimile and electronic copies of this Lease shall legally bind the parties to the same extent as original documents.

LANDLORD: ~~<Landlord Name>~~ City of Apalachicola

By: _____

Printed Name: _____

Title: _____

Date: _____

TENANT: ~~<Market Entity Name>~~ T-Mobile South LLC

By: _____

Printed Name: _____

Title: _____

Date: _____

T-Mobile Legal Approval

EXHIBIT A

Legal Description

Property address of ~~<Site mailing address number, street, city, county, state and zip code>~~ Southeast Quadrant of Avenue L and 14th Street, Apalachicola, FL 32330
Assessor's tax parcel number of ~~<Assessor's Tax Parcel Number>~~ 01-09S-08W-8330-0141-0060

The Property is legally described as follows:
[Enter legal description below or as an attachment(s) A-2, etc.]

EXHIBIT B

Subject to the terms and conditions of this Lease, the location of the Premises is generally described and depicted as shown below or in the immediately following attachment(s).

However, it is expressly agreed and understood by and between the Landlord and Tenant that the exact and precise location of the Tenant's Antenna Facilities are subject to review and approval by the planning and/or zoning Boards having jurisdiction over the Property.

Notwithstanding anything to the contrary, the specific number and type of equipment described in the Exhibit is for illustrative purposes only and in no way limits Tenant's ability to alter, replace, add to, expand, enhance, modify, supplement, replace, refurbish, relocate or upgrade any such equipment within the Premises.

[Enter Premises description here or on attachment(s).]

EXHIBIT C
Memorandum of Lease

[CONFIRM HEADING/MARGINS/FORMAT CONFORM TO STATE AND LOCAL REQUIREMENTS]

Memorandum
of
Lease

After Recording, Mail To:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance
Site Number: ~~<Site Number>~~ 9JK1395B

APN: ~~<Accessor's Parcel Number>~~ 01-09S-08W-8330-0141-0060
Loan No.

MEMORANDUM OF LEASE

A Site Lease Agreement (the "Lease") by and between ~~<Landlord Name>~~ City of Apalachicola, a(n) ~~<Landlord's entity type>~~ incorporated ("Landlord") and ~~<Market Entity Name>~~ T-Mobile South LLC, a Delaware ~~<T-Mobile Type of Entity>~~ limited liability company ("Tenant") was made regarding a portion of the following property (as more particularly described in the Lease, the "Premises"):

See Attached Exhibit A incorporated herein for all purposes.

Without limiting the terms and conditions of the Lease, Landlord and Tenant hereby acknowledge the following:

1. Capitalized terms used, but not otherwise defined herein, shall have the meanings ascribed to such terms in the Lease.
2. Pursuant to the Lease, Landlord has granted Tenant an option to lease the Premises (the "Option") on the terms and conditions described in the Lease. The Option is for an initial term of one (1) year commencing on the effective date of the Lease, and will be extended for up to ~~onethree (13)~~ one (1) additional and successive one (1) year periods unless Tenant provides written notice to exercise or not renew its Option.
3. Provided that the Option has been exercised by Tenant, the initial term of the Lease shall be for ~~<Lease term written e.g. five>~~ five (~~<Lease term number>~~ 5) years and will commence on the date that Tenant exercises its Option.
4. Tenant shall have the right to extend the Lease for ~~<Renewal term written e.g. five>~~ two (~~<Renewal term number e.g. 5>~~ 2) additional and successive ~~<Additional renewal terms written e.g. five>~~ five (~~<Additional renewal terms number e.g. 5>~~ 5)-year terms, which may be extended for up to ~~nine (9)~~ two (2) additional and successive one-year periods.

5. This memorandum is not a complete summary of the Lease. It is being executed and recorded solely to give public record notice of the existence of the Option and the Lease with respect to the Premises. Provisions in this memorandum shall not be used in interpreting the Lease provisions and in the event of conflict between this memorandum and the said unrecorded Lease, the unrecorded Lease shall control.
6. This memorandum may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto were upon the same instrument.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum effective as of the date of the last party to sign.

LANDLORD: ~~<Landlord's Name>~~ City of Apalachicola

By: _____

Printed Name: _____

Title: _____

Date: _____

TENANT: ~~<Market Entity Name>~~ T-Mobile South LLC

By: _____

Printed Name: _____

Title: _____

Date: _____

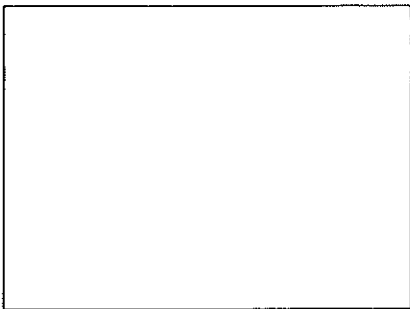
[Notary block for Landlord]

[Landlord Notary block for a Corporation, Partnership, or Limited Liability Company]

STATE OF _____)
) ss.
COUNTY OF _____)

This Instrument was acknowledged before me on _____ by _____ [title] _____ of _____ a _____ [type of entity], on behalf of said _____ [name of entity].

Dated: _____



Notary Public
Print Name _____
My commission expires _____

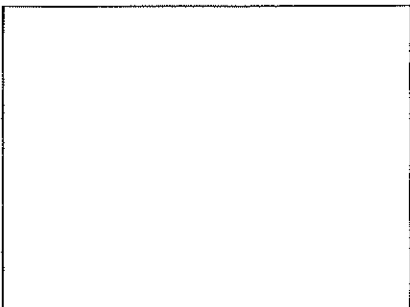
(Use this space for notary stamp/seal)

[Landlord Notary block for an Individual]

STATE OF _____)
) ss.
COUNTY OF _____)

_____ This instrument was acknowledged before me on _____ by _____, an individual.

_____ Dated: _____



Notary Public
Print Name _____
My commission expires _____

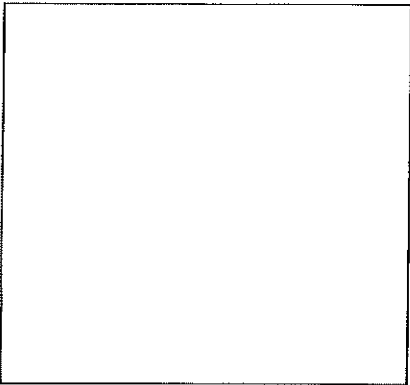
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[Notary block for Tenant]

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that she/he signed this instrument, on oath stated that she/he was authorized to execute the instrument and acknowledged it as the _____ of ~~<Market's entity name>~~T-Mobile South LLC, a Delaware ~~<Market's entity type>~~limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



Notary Public
Print Name _____
My commission expires _____

(Use this space for notary stamp/seal)

Memorandum of Lease - Exhibit A
Legal Description

The Property is legally described as follows:

Tax Parcel # 01-09S-08W-8330-0141-0060

**APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: June 4, 2019**

SUBJECT: Dedication and Naming of Open Pavilion at Magnolia Cemetery

AGENDA INFORMATION:

Agenda Location: New Business
Item Number: A
Department: Administration
Contact: Pastor Scotty Lolley, Living Waters Assembly of God
Presenter: Pastor Scotty Lolley, Living Waters Assembly of God

BRIEF SUMMARY: In October of 2017, the Living Waters Assembly of God received permission from the City to build a cost-free pavilion at Magnolia Cemetery so members of the community could utilize it for Graveside and Committal services. This project was a part of the vision of Living Waters Assembly of God to “build bridges into our community.” The project offered a way that the church could give back to the community while providing something that could benefit them from many years to come. The Living Waters Assembly of God is now requesting approval from the City Commission to name and dedicate the open-air pavilion at Magnolia Cemetery as follows:

NAMED IN HONOR OF FORMER LOCAL PASTOR’S

LOIS & LEWIS LONG (1965 – 2008)

AND CURRENT CITY MAYOR, VAN W. JOHNSON, SR. (2007 - 2019)

RECOMMENDED MOTION AND REQUESTED ACTIONS: To Approve the Naming and Dedication of the Open-Air Pavilion Plaque at Magnolia Cemetery for Local Pastors Lois and Lewis Long and Current City Mayor, Van W. Johnson, Sr.

FUNDING SOURCE: Not Applicable.

ATTACHMENTS: Sample of Dedication Plaque.

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

Rev. Lois & Lewis Long

&

Mayor Van W. Johnson, Sr. Pavilion

NAMED IN HONOR OF FORMER LOCAL PASTOR'S LOIS & LEWIS LONG (1965 – 2008)

AND CURRENT CITY MAYOR, VAN W. JOHNSON, SR. (2007 – 2019)

IN RECOGNITION OF THEIR LEADERSHIP, DEDICATION AND COMMITMENT. THE IMPACT THESE PILLARS IN OUR COMMUNITY HAS MADE WILL BE FELT FOR MANY GENERATIONS.

**THE NAMING OF THIS PAVILION WAS MADE POSSIBLE BY A VOTE
OF THE BOARD OF CITY COMMISSIONERS ON JUNE 4, 2019.**

**VAN W. JOHNSON, SR., MAYOR
MITCHELL BARTLEY, COMMISSIONER, SEAT 1
JIMMY ELLIOTT, COMMISSIONER, SEAT 2
ANITA GROVE, COMMISSIONER, SEAT 3
BRENDA ASH, COMMISSIONER, SEAT 4**

**APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: June 4, 2019**

SUBJECT: Dedication and Naming of “Give and Take” Box at Battery Park Marina

AGENDA INFORMATION:

Agenda Location: New Business
Item Number: B
Department: Police
Contact: Bobby Varnes, Police Chief and Doug Scarabin
Presenter: Doug Scarabin

BRIEF SUMMARY: Mr. Doug Scarabin is requesting permission from the City Commission to construct a small box at Battery Park Marina in honor of his brother, Captain Richard F. Scarabin, Jr. The hand crafted box will be designed to hold life preservers and other small items that might be needed before heading out on the water. The box will serve as a “give and take box” to allow residents and tourists the ability to borrow items they may have forgotten to bring with them or allow others to leave things they may no longer need. Donations will cover the cost of construction and the City will not be held liable or responsible for any upkeep, repairs, or replacement if stolen.

RECOMMENDED MOTION AND REQUESTED ACTIONS: To Approve the Placement, Naming and Dedication of a “Give and Take” Box at the Battery Park Marina in Honor of Captain Richard F. Scarabin, Jr.

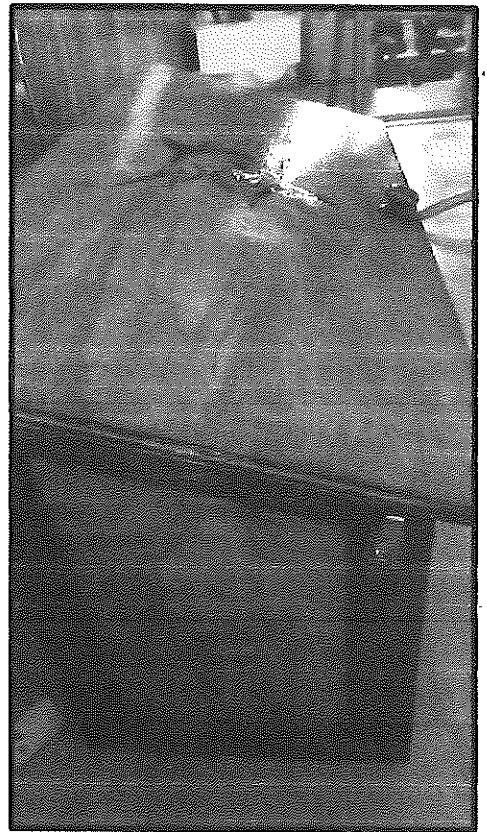
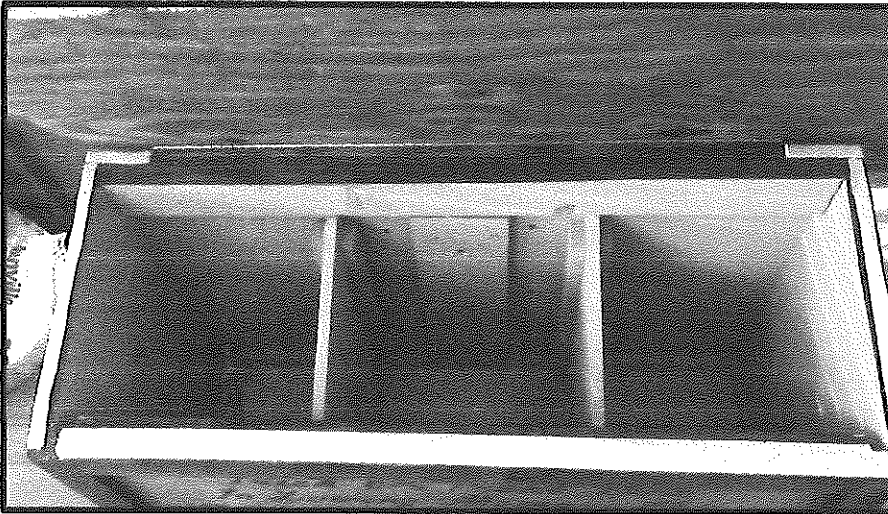
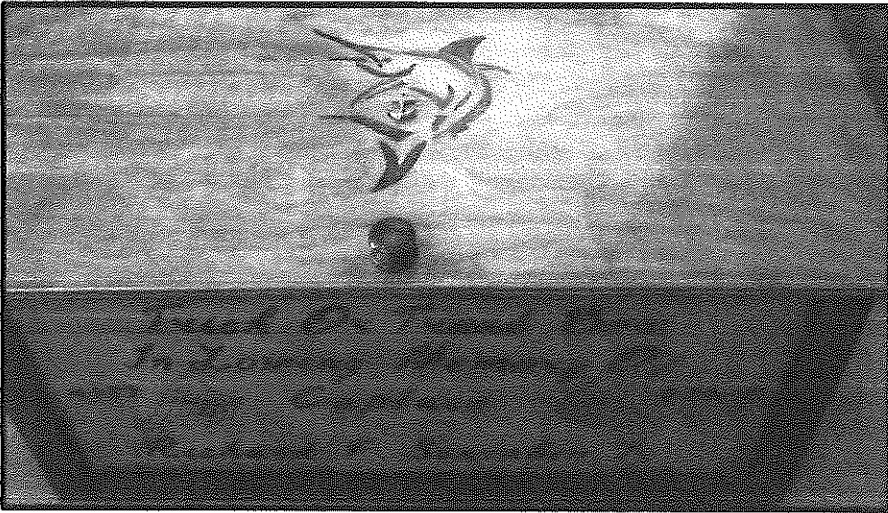
FUNDING SOURCE: Not Applicable.

ATTACHMENTS: Pictures of “Give and Take” Box.

STAFF’S COMMENTS AND RECOMMENDATIONS: The hand crafted box is approximately 2 feet by 3 feet and is aesthetically pleasing. If approved by the Commission, Chief Varnes will work with Mr. Scarabin on determining a final location for the box and coordinating any other details for the project.

**APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: June 4, 2019**

Pictures of Proposed "Give and Take" Box at Battery Park Marina



**APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: June 4, 2019**

SUBJECT: Mobile Food Trucks Ordinance Revision

AGENDA INFORMATION:

Agenda Location: New Business
Item Number: C
Department: Governing Body
Contact: Ron Nalley, City Manager
Presenter: Ron Nalley, City Manager

BRIEF SUMMARY: At the May meeting, the City Commission adopted Ordinance 2019-03 regulating mobile food trucks. At that meeting, the Commission requested that staff bring several revisions back to them for further consideration at the June meeting. These included:

- Ability to operate six days.
- Allow the food truck to remain stationary while on private property when the food truck is closed.
- Ability for the food truck to add tables and chairs.

Since that time, two other suggested amendments have been brought forward:

- Reconsideration of Single Service Food Utensils Requirement in Section 6.
- Ability to establish a mobile food truck court on both public and private property.

RECOMMENDED MOTION AND REQUESTED ACTIONS: To Request that the Planning and Zoning Board Consider this Matter in Accordance with the Land Development Code Amendment Procedure as Outlined in Policy 2 of the Operations and Procedures Manual.

FUNDING SOURCE: None

ATTACHMENTS: Ordinance 2019-03 – Mobile Food Trucks adopted May 7, 2019

STAFF'S COMMENTS AND RECOMMENDATIONS: Similar to previous concerns, the above referenced revisions appear to assign a principal use designation to mobile food trucks which would require them or the lot owner to meet commercial development standards including storm water and parking normally associated with allowable principal uses. Additionally, staff is still concerned that allowing a more permanent food vendor placement (6 days per week) may create a conflict with historic regulations that govern the compatibility of development in the City's historic district. Staff therefore is recommending that the proposed revisions be submitted to the Planning and Zoning Board for review and recommendation.

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

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

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

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

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

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

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

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

CHAPTER XI - MOBILE FOOD TRUCKS

Section 1. Definitions.

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

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

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

Section 2. Mobile Food Truck Vendor Permit Requirements.

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

Section 3. Permit Application and Administrative Rules and Regulations.

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

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

(h) A notarized statement by each property owner indicating that the applicant has permission to operate on the site. The affidavit must also indicate that the property owner acknowledges the following requirements:

1. The property owner shall comply with all ordinances regarding solid waste disposal and must provide the mobile food truck vendor access to solid waste collection on the subject property.
2. The property owner shall require that the mobile food truck vendor meets all applicable Federal, State and Local statutes, regulations, laws, Ordinances, Rules and Codes; including but not limited to permitting requirements regarding the specific business.
3. The property owner shall acknowledge that they understand the regulations regarding mobile food truck vendors and operation of mobile food trucks and will be held responsible, along with the mobile food truck vendor for any code violations.

(i) A site plan for each proposed operation site, drawn to scale, depicting the following information:

1. Total square footage of the property.
2. Location and square footage of the existing principal and accessory use(s).
3. Proposed location for the mobile food truck.
4. Location of ingress/egress to the site.
5. Table demonstrating the minimum setbacks in compliance with the underlying zoning district.
6. Information demonstrating compliance with the 80% maximum impervious lot coverage requirements.

(j) Proof of business insurance, issued by an insurance company that is licensed to do business in the State of Florida, protecting the applicant from all claims for damages to property and bodily injury, including death, which may arise from operations under or in connection with mobile food truck vending. Such insurance shall name the City of Apalachicola as an additional insured party and shall be in at least the amount of \$500,000 for occurrence for injury and \$200,000 per person. The permittee, owner or operator shall notify the City within three (3) business days of any changes in the insurance coverage. Upon the cancellation or lapse of any policy of insurance as required by this Section, the permit shall be immediately revoked unless, prior to the expiration or cancellation date of the insurance policy, another insurance policy meeting all the requirements of this Section is obtained and a new certificate of insurance is provided to the City.

(k) Application fee as outlined in the City of Apalachicola adopted fee schedule.

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

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

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

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

Section 5. Prohibitions.

Mobile food truck vendors are prohibited from the following:

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

Section 6. Food Truck General Regulations.

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

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

Section 7. Operating Requirements.

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

Section 8. Food Service Provided to Persons Engaged in Construction

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

Section 9. Permanent Food Trucks.

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

Section 10. Special Events.

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

Section 11. Penalty.

- (a) A Code Enforcement Officer or a Law Enforcement Officer may issue a civil citation for a violation of this Chapter pursuant to the procedures and amounts listed in Chapter 3 of the City's Code of Ordinances. Each violation shall constitute a separate instance for which a separate penalty may be imposed. Furthermore, this Ordinance may be enforced by the City of Apalachicola as a civil infraction under Apalachicola Ordinance No. 2017-02 as additional and supplemental means of enforcing this Ordinance. Upon a mobile food truck vendor's second offense within a twelve month period, the mobile food truck vendor permit may be revoked.
- (b) For the purposes of this Section, "offense" shall mean a finding of violation by the Court or payment of the non-contested civil penalty in Section 3 of the City's Code of Ordinances. An offense shall be deemed to have occurred on the date the violation occurred. An offense occurring twelve (12) months after the last offense shall be treated as a first offense for purposes of incurring new fines and penalties.
- (c) If, at any time, the Florida Department of Business and Professional Regulation revokes or suspends the mobile food truck vendor's license, the City's mobile food truck vendor permit shall be deemed to have been simultaneously revoked or suspended.

SECTION 2. Severability.

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

SECTION 3. Conflicts.

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

SECTION 4. Codification.

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


SECTION 5. Effective Date.

This Ordinance shall take effect immediately upon adoption by the City of Apalachicola, Florida. This Ordinance was first read in open session on the 2nd day of April, 2019. This Ordinance was read for the second time and full adopted in open session after Public Hearing on the 7th day of May, 2019. The final adoption and motion were made by Commissioner Grove, and seconded by Commissioner Bartley.

Voting Aye: 4

Voting Nay: 0

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

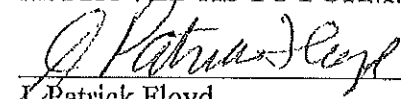
BY: 
Van W. Johnson, Sr., Mayor

ATTEST:



Deborah Guillotte
City Clerk

APPROVED AS TO FORM:



J. Patrick Floyd
City Attorney

**APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: June 4, 2019**

SUBJECT: Apalachicola Main Street's Independence Eve Celebration

AGENDA INFORMATION:

Agenda Location: New Business
Item Number: D
Department: Administration
Contact: Augusta West, Executive Director
Presenter: Jim Bachrach, Board Chair and Augusta West, Executive Director

BRIEF SUMMARY: Apalachicola Main Street is requesting the following for the Independence Eve Celebration on July 3, 2019:

- The use of Riverfront Park;
- The temporary closure of Water Street between Avenues D and E as well as Avenue E between Water Street and Commerce Street; and
- Authorization to sell alcohol during the event.

Thanks to our partnership with the City, other partner organizations, our sponsors, volunteers, and the support of the community, this event has grown to become the largest single-day event in Franklin County. It was named one of the Top 12 Independence Events in Florida by the digital travel magazine *Trips to Discover* and is the recipient of a Florida Secretary of State Award for Outstanding Special Event. We gratefully acknowledge the City's partnership with Main Street on this event since its inception and look forward to another successful community celebration.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To Approve the Following:

- The Use of Riverfront Park for the Independence Eve Celebration on July 3, 2019;
- The Temporary Closure of Water Street between Avenues D and E and the Temporary Closure of Avenue E between Water Street and Commerce Street;
- To Authorize the Sale of Alcohol in Accordance with Ordinance 2017-08.

FUNDING SOURCE: Apalachicola Main Street and Private Sponsors

ATTACHMENTS: July 3, 2019 Event Schedule and Event Map

STAFF'S COMMENTS AND RECOMMENDATIONS: Apalachicola Main Street has met the requirements of Ordinance 2017-08 and staff is recommending approval of the suggested motion.

APALACHICOLA MAIN STREET PRESENTS

APALACHICOLA



MAIN STREET

INDEPENDENCE EVE

Celebration!

WEDNESDAY, JULY 3

FIREWORKS!
at Riverfront Park

MUSIC & FOOD IN THE PARK 5-10pm

Featuring A Food Truck Food Court
Live Music - Bo Spring Band

RED, WHITE & BLUE PARADE 6:30pm

Meet at Lafayette Park at 6:30. Decorate your golf cart or bike
and parade down Ave B to Riverfront Park on Water Street

ICE CREAM SOCIAL 7pm

Free old fashioned Ice Cream Social

VETERANS TRIBUTE 8:30pm

Honoring Our Military Veterans

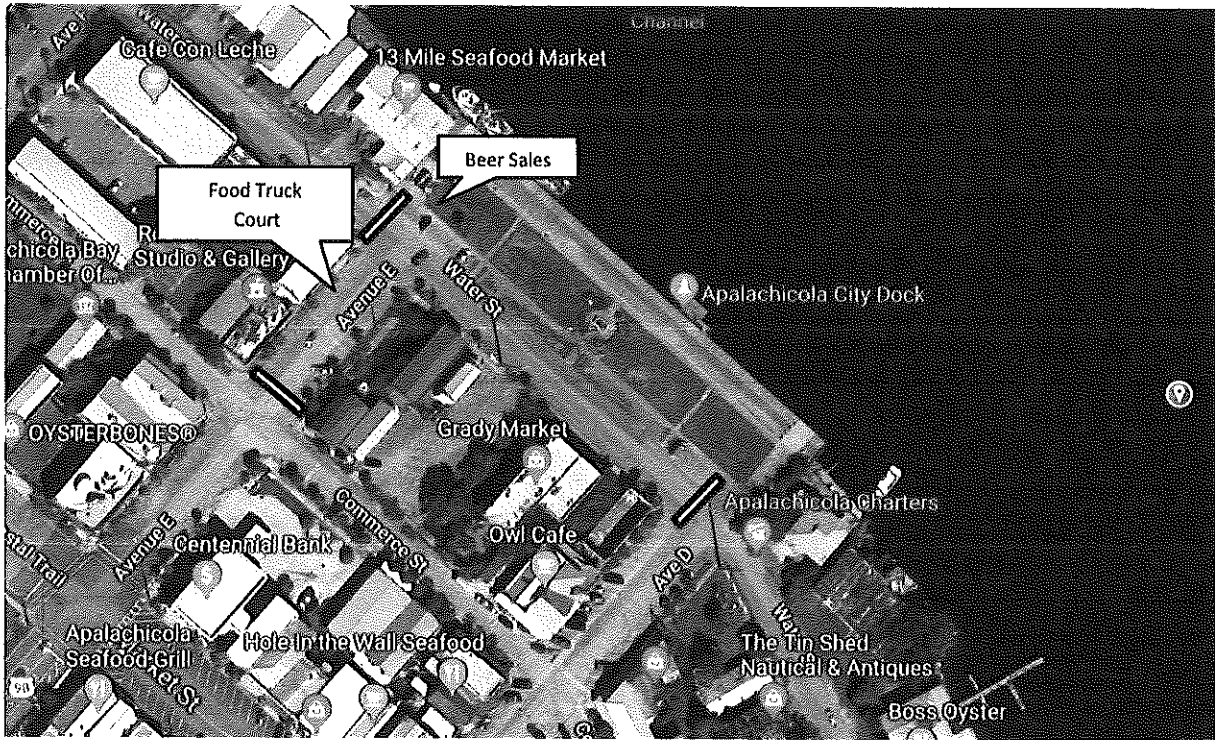
FIREWORKS! 9pm

A Spectacular Finale Over The River!

Reserved Seating Available

DETAILS AT JULY3FIREWORKS.COM

2019 Independence Eve Celebration Street Closures, Beer Sales Location and Food Truck Court Location



APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: June 4, 2019

SUBJECT: Wastewater Treatment Plant Permit Renewal Engineering Contract and Valve Replacement

AGENDA INFORMATION:

Agenda Location: New Business
Item Number: E
Department: Water and Sewer
Contact: Robert Graham, Water and Sewer Superintendent
Presenter: Robert Graham, Water and Sewer Superintendent

BRIEF SUMMARY: The Wastewater Treatment Plant Operation Permit expires October 26, 2019. This request is to provide engineering services associated with the wastewater treatment facility operation permit and targets the preparation of the application and supporting reports for its renewal as issued by the Florida Department of Environmental Protection. In addition to the permit renewal, the automatic influent valve for the #3 sequencing batch reactor tank has fully corroded and is not closing properly. During a heavy rain event, this can cause major problems for the system and requires immediate replacement.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To Approve the Following:

- The Operation Permit Renewal Scope of Work in the Amount of \$52,500 with Baskerville-Donovan, Inc. and Authorize the City Manager to Execute an Agreement for Services.
- The Proposal by Aqua-Aerobic Systems, Inc. in the Amount of \$16,989 and Other Related Project Costs and Authorize the City Manager to Proceed with the Purchase.

FUNDING SOURCE: Repairs and Maintenance and Professional Services

ATTACHMENTS: Scope of Work and Agreement from Baskerville-Donovan, Inc. and Valve Replacement Proposal from Aqua-Aerobic systems, Inc.

STAFF'S COMMENTS AND RECOMMENDATIONS: While money is available in the repairs and maintenance budget line item for the replacement of the valve, the engineering costs for the permit renewal was not. Line items will be adjusted within the sewer department to cover the costs of the engineering services.

April 12, 2019

Mr. Ron Nalley
City Manager
City of Apalachicola
One Avenue E
Apalachicola, FL 32320

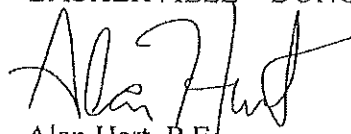
RE: Proposed Scope of Work and Fees for WWTF Operation Permit Renewal
Permit Number FL0038857 Expires October 26, 2019
BDI Client No. 184

Dear Mr. Nalley:

In accordance with the request from Robert Graham, this is to provide a proposal for engineering services associated with the referenced wastewater treatment facility operation permit. These services target preparation of the necessary applications and supporting reports for renewal of the operation permit for the City of Apalachicola wastewater treatment facility as issued by the Florida Department of Environmental Protection (FDEP) prior to the expiration date of the permit. As required by the City's current operation permit, the permit application and all supporting documentation are required to be submitted to FDEP 180 days prior to the current permit expiration date (April 29, 2019) in order to avoid penalties should the application not be deemed complete by the expiration date of October 26, 2019. While we make every effort to work expeditiously, the application and required documentation cannot be completed by the due date. Upon notice to proceed, BDI will prepare the required documentation and application for the renewal permit. If the application is not deemed complete by October 26, 2019, BDI will not be responsible for any potential penalties that may be imposed by FDEP. Enclosed are two (2) copies of the signed proposal. If acceptable, please sign and date both copies and return one to this office.

Thank you for this opportunity to serve the City of Apalachicola. As always, please contact me should you have any questions regarding this matter.

Sincerely,
BASKERVILLE - DONOVAN, INC.



Alan Hart, P.E.
Regional Manager

**SCOPE OF WORK FOR
OPERATION PERMIT RENEWAL FOR THE APALACHICOLA
WASTEWATER TREATMENT FACILITY**

City of Apalachicola

Page 1 of 4

I. SCOPE OF SERVICES

The scope of services for this project includes preparation of permit application forms and supporting reports for renewal of the City of Apalachicola's (City) wastewater treatment facility (WWTF) operation permit. In general, these services include preparation of three standard forms (Nos. 62-620.910(1) and 62-620.910(2a) from the Florida Department of Environmental Protection (FDEP), operation and maintenance and capacity analysis reports required by the FDEP to support the permit application and a pre-application meeting with FDEP staff.

II. ACTIVITIES

Preparation of FDEP Forms 62-620.910(1) & (2) and 62-640.210(2)(a)

Preparation of FDEP Forms 1 and 2A shall include securing historical residuals generation rates, description of current residuals management and disposal activities, and determination and itemization of any historic discharge violations. Forms and supporting documentation shall be prepared for the City's signature.

Preparation/Amendment of the Facility's Process Flow Diagram

Amendment of the City's overall process flow and monitoring diagram to reflect modifications associated with completed construction projects and conform sampling locations with current operating protocols. This scope of work does not include updating of the operating protocol.

Field Observation and Operation and Maintenance Performance Report Preparation

Conducting field visits to determine current service conditions of the primary features of the City's wastewater treatment facility, operating and reporting protocols and residuals management practices. Evaluation of the physical condition of the primary treatment systems components and their treatment efficiency, development of performance trends, operation and maintenance program, and assessment of the impacts of infiltration/inflow on the wastewater collection system based upon historic flow and rainfall data. Preparation of the operation and maintenance performance report including an itemization of the problems, deficiencies noted and recommend corrective. Needed improvements, their urgency and recommended timing for corrective measures will also be included with the itemization of the problems.

**SCOPE OF WORK FOR
OPERATION PERMIT RENEWAL FOR THE APALACHICOLA
WASTEWATER TREATMENT FACILITY**

City of Apalachicola

Page 2 of 4

Capacity Analysis Report Preparation

Report effort includes describing the existing Facility's permitted capacity, current monthly, three-month moving and annual average daily flows for the current and preceding ten calendar years. An assessment of the reported flows from the study period shall be evaluated to establish seasonal variation in flows and historic peaking factors. Treatment process units whose capacity is hydraulically defined will be evaluated using the historic flow variations to establish a current level of service.

Future annual average, monthly maximum and seasonal peak flows will be projected using historic peaking factors and population growth rates. Projections will be projected forward for a ten-year time frame. Future flow conditions will be compared to existing process unit capacities to project anticipated dates service conditions will require planning, design, permitting and plant completion, if required.

Responses to Requests for Additional Information

BDI will prepare responses for additional information from the Florida Department of Environmental Protection from their review of the deliverables. Completeness items resulting from incomplete submittal of information from the previously described tasks shall be provided at no expense to the City.

III. SCHEDULE

Anticipated delivery of these services is projected to be as follows based upon an assumed notice to proceed after the Commission meeting on May 7, 2019.

**SCOPE OF WORK FOR
OPERATION PERMIT RENEWAL FOR THE APALACHICOLA
WASTEWATER TREATMENT FACILITY**

City of Apalachicola

Page 3 of 4

Deliverable	Projected Start Date	Projected Completion Date	Duration (days)
Notice to Proceed	May 8, 2019		
Prepare drafts of FDEP Forms 62-620.910(1) and 62-620.910(2)	May 9, 2019	June 8, 2019	30
Prepare process flow diagrams and plant capacities	May 9, 2019	May 19, 2019	10
Perform field work for OMPR	May 9, 2019	June 8, 2019	30
Secure historic flow information	May 9, 2019	May 29, 2019	20
Prepare draft of findings for OMPR field evaluation	June 8, 2019	July 8, 2019	30
Prepare draft of CAR flow projections	July 8, 2019	July 18, 2019	10
Prepare draft OMPR	July 8, 2019	July 23, 2019	15
Prepare draft CAR	July 8, 2019	July 23, 2019	15
City review OMPR	July 23, 2019	July 30, 2019	7
City review CAR	July 23, 2019	July 30, 2019	7
Incorporate City comments in OMPR	July 30, 2019	August 6, 2019	7
Incorporate City comments in CAR	July 30, 2019	August 6, 2019	7
Submit documents to FDEP NW District	August 6, 2019	August 11, 2019	5

IV. METHOD OF COMPENSATION

It is our understanding that BDI will be compensated directly by the City of Apalachicola. The compensation shall be lump sum and any additional services requested shall be at the current BDI Standard Billing Rate attached hereto.

Costs for permit application fees required by the Florida Department of Environmental Protection shall be the responsibility of the City.

**SCOPE OF WORK FOR
OPERATION PERMIT RENEWAL FOR THE APALACHICOLA
WASTEWATER TREATMENT FACILITY**

City of Apalachicola

Page 4 of 4

TASK FEE RECAPITULATION

TASK SERIES	FEE
Pre-application meeting, preparation of FDEP Forms 62-620.910(1) – Form 1, and 62-620.910(2) – Form 2, including an updated process flow schematic diagram.	\$11,500
Field observation and report preparation for the Operation, Maintenance and Performance Report required in support of the operating permit renewal application.	\$27,000
Flow variation calculations using historic flow data, capacity evaluation and future flow projections as required for the Capacity Analysis Report required in support of the Operating Permit Application.	\$14,000
<i>Total</i>	\$52,500

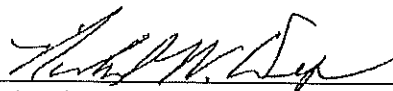
We propose to perform this scope of services as specified, based on a lump sum amount of \$52,500. BDI will bill month based on the percent complete of work.

V. OWNERSHIP OF WORK PRODUCTS

All work products including but not limited to project specific spreadsheets, drawings, etc. shall be provided to the City at their request.

BASKERVILLE-DONOVAN, INC.

CITY OF APALACHICOLA


 Richard W. Delp, CSI, CDT
 Sr. Project Manager

 Print Name: _____

Title: _____

4/12/19
 Date

 Date



AQUA-AEROBIC SYSTEMS, INC.
A MetaWater Company

Aftermarket Proposal # 52938

TO: Apalachicola WWTP
 991 West Us Highway 98
 Apalachicola, Florida 32320
 USA

PROJECT: APALACHICOLA WWTP
 Apalachicola, FL
 USA-MUN

ATN: Robert Graham

PROPOSAL DATE: April 11, 2019

If billing and/or shipping address is different, please advise.

Qty	Description	Unit Price	Total Price
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We are pleased to quote, for acceptance within 60 days of this date, prices and terms on equipment listed below. Shipment of equipment will be completed after receipt of purchase order with mutually acceptable terms and conditions, subject to credit approval. *Note: Availability is quoted on an in-stock basis and may vary at the time of order.

***Lead Time: 12-14* Business Weeks

1	12" Dezurik PEC Plug Valve with QX-5 Limitorque Actuator and 8'0" Stem Extension	\$16,989.00	\$16,989.00
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Notes:

1. Freight charges are not included in this proposal. Freight charges will be prepaid with actual charges to be added to invoice.
2. Startup supervision is not included.
3. Payable net 30 days from date of shipment subject to credit review, no retainage allowed.
4. State and/or local taxes will be charged unless we receive a valid resale/exemption certificate.

Pricing Summary

Equipment and/or Accessories:	\$16,989.00
Total Job Price:	\$16,989.00

Material and/or services not specifically listed in this proposal are not included in the quoted TOTAL JOB PRICE and are to be supplied by others.

Goods quoted above will be sold subject to the terms and conditions of sale set forth on the face hereof and the following pages entitled "Terms and Conditions of Aqua-Aerobic Systems, Inc. (A MetaWater Company)": Any different or additional terms are hereby objected to.

TERMS AND CONDITIONS OF AQUA-AEROBIC SYSTEMS, INC. (A Metawater Company)

Page 1 of 2

This offer and all of the goods and sales of Aqua-Aerobic Systems, Inc. are subject only to the following terms and conditions. The acceptance of any order resulting from this proposal is based on the express condition that the Buyer agrees to all the terms and conditions herein contained. Any terms and conditions in any order, which are in addition to or inconsistent with the following, shall not be binding upon Aqua-Aerobic Systems, Inc. This proposal and any contract resulting therefrom, shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to conflicts of laws principles.

PAYMENT

Unless specifically stated otherwise, quoted terms are Net 30 Days from shipping date. Past-due charges are 1.5% per month and will apply only on any past-due balance. Aqua-Aerobic Systems, Inc. does not allow retainage of any invoice amount, unless authorized in writing by an authorized representative of our Loves Park, Illinois office.

DURATION OF QUOTATION

This proposal of Aqua-Aerobic Systems, Inc. shall in no event be effective more than 30 days from date thereof, unless specifically stated otherwise, and is subject to change at any time prior to acceptance.

SHIPMENT

Shipping dates are not a guarantee of a particular day of shipment and are approximate, being based upon present production information, and are subject to change per the production schedules existing at time of receipt of purchase order. Aqua-Aerobic Systems, Inc. shall not be responsible for any delay in shipment for causes beyond its control including, but not limited to, war, riots, strikes, labor trouble causing interruption of work, fires, other casualties, transportation delays, modification of order, any act of governmental authorities or acts of God. Quoted shipment dates in this proposal are approximate dates goods will be shipped and, unless agreed to in writing by Aqua-Aerobic Systems, Inc., Buyer may not postpone or delay the dates of shipment of goods from our plant or from our supplier's plants beyond the dates set forth in this proposal.

TITLE AND RISK OF LOSS

All prices and all shipments of goods are F.O.B. Aqua-Aerobic Systems, Inc.'s plant at Loves Park, Illinois unless specifically stated otherwise. Delivery of the goods sold hereunder to the carrier shall be deemed delivery to the Buyer, and upon such delivery, title to such goods and risk of loss or damage shall be upon Buyer.

TAXES

Prices quoted do not include any taxes, customs duties, or import fees. Buyer shall pay any and all use, sales, privilege or other tax or customs duties or import fees levied by any governmental authority with respect to the sale or transportation of any goods covered hereby. If Aqua-Aerobic Systems, Inc. is required by any taxing authority to collect or to pay any such tax, duty or fee, the Buyer shall be separately billed at such time for the amounts Aqua-Aerobic Systems, Inc. is required to pay.

INSURANCE

Unless the goods are sold on a CIF basis, the Buyer shall provide marine insurance for all risks, including war and general coverage.

SECURITY

If at any time the financial responsibility of the Buyer becomes unsatisfactory to Aqua-Aerobic Systems, Inc., or Aqua-Aerobic Systems, Inc. otherwise deems itself insecure as to receipt of full payment of the purchase price from Buyer hereunder, Aqua-Aerobic Systems, Inc. reserves the right to require payment in advance or security or guarantee satisfactory to Aqua-Aerobic Systems, Inc. of payment in full of the purchase price.

LIMITATION OF ACTION

No action shall be brought against Aqua-Aerobic Systems, Inc. for any breach of its contract of sale more than two years after the accrual of the cause of action thereof, and, in no event, unless the Buyer shall first have given written notice to Aqua-Aerobic Systems, Inc., of any claim of breach of contract within 30 days after the discovery thereof.

CANCELLATION CLAUSE

No acceptance of this proposal, by purchase order or otherwise, may be modified except by written consent of Aqua-Aerobic Systems, Inc. nor may it be cancelled except by prior payment to Aqua-Aerobic Systems, Inc. the following sums as liquidated damages (therefore: 1) If cancellation is prior to commencement of production and prior to the assumption of any obligations by Aqua-Aerobic Systems, Inc. for any materials or component parts, a sum equal to 1.5% of the total purchase price; 2) If cancellation is after the commencement of production or after the assumption of any obligations by Aqua-Aerobic Systems, Inc. for any materials or component parts, a sum equal to the total of the direct, out-of-pocket expenses incurred to the date of cancellation for labor, machine time, materials and any charges made to us by suppliers for cancellation, plus 30% of the total purchase price. All charges and expenses shall be as determined by Aqua-Aerobic Systems, Inc. In the event any items are used by Aqua-Aerobic Systems, Inc. to fill a subsequent order, then upon receipt of payment for such order, Aqua-Aerobic Systems, Inc. shall pay the Buyer a sum equal to the direct out-of-pocket expenses previously charged and received from Buyer.

PROPRIETARY INFORMATION

This proposal, including all descriptive data, drawings, material, information and know-how disclosed by Aqua-Aerobic Systems, Inc. to Buyer in relation hereto is confidential information intended solely for the confidential use of Buyer, shall remain the property of Aqua-Aerobic Systems, Inc. and shall not be disclosed or otherwise used to the disadvantage or detriment of Aqua-Aerobic Systems, Inc. in any manner.

TERMS AND CONDITIONS OF AQUA-AEROBIC SYSTEMS, INC. (A Metawater Company)

Page 2 of 2

QUALIFIED ACCEPTANCE AND INDEMNITY

In the event the acceptance of this proposal by Buyer either is contingent upon or subject to the approval by any third party such as, but not limited to, a consulting engineer, with respect to goods, parts, materials, descriptive data, drawings, calculations, or any other matter, then upon such approval by any third party, Aqua-Aerobic Systems, Inc. shall have no liability to Buyer or to any third party so long as the goods sold and delivered by Aqua-Aerobic Systems, Inc. conform to this proposal. In the event any such third party requires modifications in the proposal prior to the approval thereof, Aqua-Aerobic Systems, Inc. may at its sole option and without liability to any party elect to cancel this proposal or return the purchase order to Buyer. In the event Aqua-Aerobic Systems, Inc. elects to modify this proposal to conform to the requirements for approval by any third party, Aqua-Aerobic Systems, Inc. in such event shall have no liability to Buyer or to any third party so long as the goods sold and delivered by Aqua-Aerobic Systems, Inc. conform to this proposal as modified.

Buyer agrees to indemnify and save harmless Aqua-Aerobic Systems, Inc. from and against all costs and expenses and liability of any kind whatsoever arising out of or in connection with claims by third parties so long as the goods sold hereunder conform to the requirements of this proposal as approved by any third party.

WARRANTY; LIMITATION OF LIABILITY; AND DISCLAIMER

In return for purchase and full payment for Aqua-Aerobic Systems, Inc. goods, we warrant new goods provided by us to be free from defects in materials and workmanship under normal conditions and use for a period of one year from the date the goods are put into service, or eighteen months from date of shipment (whichever first occurs). If the goods include an "Endura Series" motor, the complete Endura Series unit shall be warranted by Aqua-Aerobic to be free from defects in materials and workmanship under normal conditions and use for three years from the date the product is put into service or 42 months from the date of shipment (whichever occurs first).

OUR OBLIGATION UNDER THIS WARRANTY IS EXPRESSLY AND EXCLUSIVELY LIMITED to replacing or repairing (at our factory at Loves Park, Illinois) any part or parts returned to our factory with transportation charges prepaid, and which our examination shall show to have been defective. Prior to return of any goods or its parts to our factory, Buyer shall notify Aqua-Aerobic Systems, Inc. of claimed defect, and Aqua-Aerobic Systems, Inc. shall have the privilege of examining the goods at Buyer's place of business at or where the goods have otherwise been placed in service. In the event this examination discloses no defect, Buyer shall have no authority to return the goods or parts to our factory for the further examination or repair. All goods or parts shall be returned to Buyer, F.O.B. Loves Park, Illinois. This warranty shall not apply to any goods or part which has been repaired or altered outside our factory, or applied, operated or installed contrary to our instruction, or subjected to misuse, chemical attack/degradation, negligence or accident. This warranty and any warranty and guaranty of process or performance shall no longer be applicable or valid if any product, including any software program, supplied by Aqua-Aerobic Systems, Inc., is modified or altered without the written approval of Aqua-Aerobic Systems, Inc. Our warranty on accessories and component parts not manufactured by us is expressly limited to that of the manufacturer thereof.

THE FOREGOING WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND OF ALL OTHER LIABILITIES AND OBLIGATIONS ON OUR PART, INCLUDING ANY LIABILITY FOR NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE; AND ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS EXPRESSLY DISCLAIMED; AND WE EXPRESSLY DENY THE RIGHT OF ANY OTHER PERSON TO INCUR OR ASSUME FOR US ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF ANY GOODS PROVIDED BY US. THERE ARE NO WARRANTIES OR GUARANTEES OF PERFORMANCE UNLESS SPECIFICALLY STATED OTHERWISE.

UNDER NO CIRCUMSTANCES, INCLUDING ANY CLAIM OF NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, SHALL AQUA-AEROBIC SYSTEMS, INC. BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, COSTS OF CONNECTING, DISCONNECTING, OR ANY LOSS OR DAMAGE RESULTING FROM A DEFECT IN THE GOODS. LIMIT OF LIABILITY: AQUA-AEROBIC SYSTEMS, INC.'S TOTAL LIABILITY UNDER THE ABOVE WARRANTY IS LIMITED TO THE REPAIR OR REPLACEMENT OF ANY DEFECTIVE PART. THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE, AND OUR LIABILITY WITH RESPECT TO ANY CONTRACT OR SALE, OR ANYTHING DONE IN CONNECTION THEREWITH, WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, OR OTHERWISE, SHALL NOT, IN ANY CASE, EXCEED THE PRICE OF THE GOODS UPON WHICH SUCH LIABILITY IS BASED.

Final acceptance of this proposal must be given to Aqua-Aerobic Systems, Inc. at their office in Loves Park, Illinois. Please acknowledge acceptance by signing the proposal and returning it to Aqua-Aerobic Systems, Inc.

Accepted by: _____

Offer Respectfully Submitted,

Tim Lamont

By: _____ Date: _____

Tim Lamont, Senior Customer Service Representative
Aqua-Aerobic Systems, Inc.

**APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: June 4, 2019**

SUBJECT: Public Use of the Fred Babb Sr. Memorial Complex Firing Range

AGENDA INFORMATION:

Agenda Location: New Business
Item Number: F
Department: Police
Contact: Bobby Varnes, Police Chief
Presenter: Bobby Varnes, Police Chief

BRIEF SUMMARY: In 2019, the City of Apalachicola opened the Fred Babb Sr. Memorial Complex (FBSMC). The firing range was originally intended for the training of law enforcement personnel only, however since that time, the City has realized that there is a need for a safe environment for not only law enforcement training but for the public use of firearms as well. During their annual retreat, the Commission discussed the possibility of opening up the Fred Babb Sr. Memorial Complex Firing Range to the public. The Commission requested at that time for the Police Chief to develop a proposed policy for its use and present it back to the Commission for their consideration. The attached policy and accompanying documents recommend opening the range to the public through memberships. The policy details the operations, membership requirements, shooter responsibilities and the right to revoke membership for any violation of the rules of the range. The attached application also provides many more specific details of the membership requirements.

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

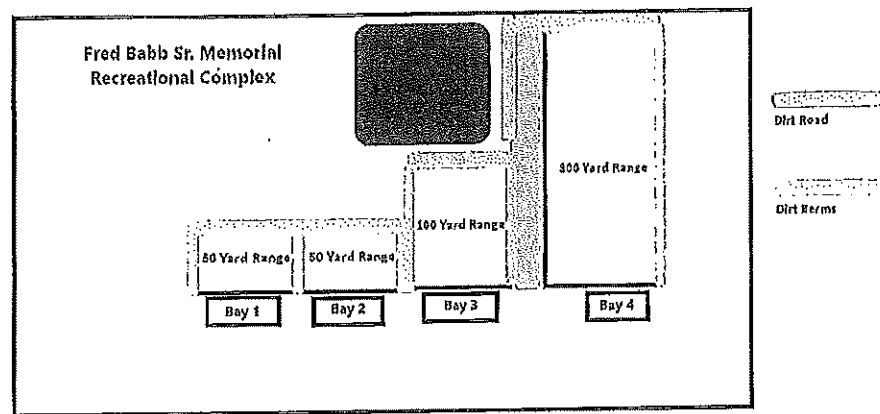
FUNDING SOURCE: Not Applicable.

ATTACHMENTS: Public Shooting Range Proposal, Policy and Procedure Manual Revision and FBMRC Membership Application

STAFF'S COMMENTS AND RECOMMENDATIONS: Initially, this proposal was scheduled to be presented back to the Commission next fiscal year. However, due to some critical capital and equipment needs in the police department, the Police Chief is requesting to move consideration of this proposal forward in the current fiscal year. It is expected that the membership fees will cover the most immediate needs of the department as well as provide a safe environment for the public's use of firearms.

Welcome to the Fred Babb Sr. Memorial Recreational Complex

The Fred Babb Sr. Memorial Recreational Complex is a multi-purpose facility, allowing patrons to enjoy the facility in a variety of ways. One of the uses of the facility is the ability to shoot a firearm in a safe, controlled environment.



In the facility you can find 4 “bays” that have many uses. Bay 1 and 2 are 50 yard ranges that can be used for archery, handgun, air rifle, and shotgun.

Bay 3 is a 100 yard range that can be used for long rifle and shotgun.

Bay 4 is primarily used for long range rifles.

Fred Babb Sr. Memorial Recreational Complex Proposal

Although the Gun Range was originally intended for Police Department use exclusively, many requests have been made by the community to be able to access and use the facilities as well. In an attempt to generate needed funds that would be used to purchase equipment, such as a new police vehicle, the Apalachicola Police Department proposes that a membership fee be established to charge members of the general public wishing to use the gun range Facilities.

Sgt. Chase Richards had contacted several nearby gun ranges and found that the general amount for per person, yearly membership, ranges at about \$175.00.

We are proposing membership to the Gun Range at Fred Babb Sr. Complex be charged yearly at \$200.00 per person. The Apalachicola Police Department would assume the responsibility of patrolling and policing the gun range.

**City of Apalachicola
Police Department
Policy and Procedure Manual**

Section 1.4 – Public Gun Range

In 2019 the City of Apalachicola opened the Fred Babb Sr. Memorial Recreational Complex (FBSMC). The gun range was originally intended for the training of law enforcement personnel only. Since that time, the City has realized that there is a need for a safe environment for not only law enforcement training but for the public use of firearms as well.

1.4.1 – Objective:

The objective is to operate a range facility to expand and enhance its value to law enforcement and the citizens of our community. The objective will include establishing fee schedules and operational plans, which allow the facility to be maintained, improved and to continue to provide a safe environment designated for law enforcement training and the public use of firearms.

1.4.2 – Operation:

Range operation shall normally be one half hour after sunrise to one half hour prior to sunset. The range may be closed at any time deemed necessary by the Chief of Police, due to inclement weather, unsafe conditions, or scheduled officer training. Individuals using the range facilities must adhere to all rules and regulations as stated in the membership packet provided upon acquiring membership and use of the facility.

1.4.3 – Membership:

The FBSMC Range membership is open to the public.

1. All membership fees will allow the use of archery, handgun, air rifle, and shotgun.
2. New members will be provided a packet of rules and regulations and be required to fill out personal information and to sign a hold harmless agreement. Members will be issued a membership number and a membership card.
3. Membership fees will be established annually in the adopted Fee Schedule of the City Commission. Immediate family members (spouse, parent, and child) of members will be allowed in free accompanied by a member.
4. Non-Immediate family guests of registered members will be allowed access at the per day access charge established by the City Commission.
5. Visitors to the area are allowed use of the range by contacting the Police Department. Visitors must complete the packet information forms and sign the hold harmless agreement. The per-day access charge established by the City Commission for the range shall apply.

6. All guests or visitors of the range will be required to sign in prior to use of the facilities.

1.4.4 – Loaded Firearms:

Firearms are to be loaded only on a range firing line. No loaded firearms are to be left unattended for any reason. No loaded firearms are to be left in any vehicle.

1.4.5 – Shooter Responsibilities:

Participants are fully responsible for the actions of themselves and their guests. Participants are fully responsible to their personal property and their guest's personal property. In no case will FBSMC be responsible for the safety or the damage of any member or guests personal property.

1.4.6 – Right of Revocation:

Any participant, guest or person that falls to obey any safety rule, policy, sportsmanship rule, contest rule, training rule, or any other reason is subject to suspensions of revocation or their membership or range use rights. There will be no refund of any money, membership dues, fees, or deposits if any person is required to leave the property or any membership is suspended or revoked for any reason.

Application for Fred Babb Sr. Memorial Recreational Complex

This is an agreement that each user signs when they shoot at the range. It is a contract between you and the City of Apalachicola/Apalachicola Police Department governing our relationship. It protects both of us, sets up customer responsibilities, and conditions of using the facility. We ask that each paragraph be initialed as read and that it be signed and witnessed on the bottom. By initialing each paragraph and signing this agreement, you are expressly acknowledging that you have read and understand the contents of this agreement; that you have had an opportunity to ask questions about its contents; that you have the right to consult with your legal counsel about its effects, including the liability waiver and hold harmless agreement; that you are attesting to the truthfulness of any statements you are required to acknowledge as a condition of visiting the range; and that you agree to be legally bound by all terms and conditions set forth in this agreement. This agreement is binding upon both visitors shooting for the day and for guests of members.

Participation Agreement

This Agreement is made and entered into this _____ day of _____, 20_____

by and between City of Apalachicola / Apalachicola Police Department and _____ ("I" or "me").

1. ASSUMPTION OF RISK AND HOLD HARMLESS * _____

It has been explained to me and I understand the fact that the use of, discharge of, or being in the vicinity of firearms is inherently dangerous, and may result in me being injured, seriously injured, or killed and having this knowledge in mind, I fully accept the risk of coming onto and remaining on City of Apalachicola property. I agree to release and hold harmless from all actions, torts, lawsuits, etc, City of Apalachicola/Apalachicola Police Department, its officers, agents, employees, range officers, and any host organization. I accept and understand the above terms as a member, visitor, guest, spectator, competitor, student, or any other capacity that I may be present on City of Apalachicola shooting range property.

2. MEMBER RESPONSIBILITIES * _____

A. Members are fully responsible for the actions of themselves and guests.

B. Members are fully responsible for their personal property and their guest's personal property and vehicles. In no case will the City of Apalachicola be responsible for the safety of or the damage to any member's or guest's property.

C. Members are fully responsible for any children or pets. All pets must be on a leash and under control at all times. No pets are allowed on firing ranges. In no case will the children of any customer or guest be allowed on the property without the adult member's or adult guest's immediate supervision at all times. They will not be allowed to climb, dig in, or otherwise damage the ground surface, landscape or berms.

D. Members and guests will supply own targets and all glass or unsafe targets are prohibited. All targets will be removed and shooting are cleaned before leaving, including, shell casings. Failure to do so could result in termination of membership with no refund. KEEP RANGE CLEAN!!!

3. RIGHT TO SEARCH * _____

The Apalachicola Police Department reserves the right to search any vehicle, bag, container, or person that comes on the range property to attempt to recover any lost or stolen property.

4. RIGHT OF REVOCATION * _____

Any customer, member, guest or person that fails to obey any safety rule, policy, sportsmanship rule, contest rule, training rule, or any other term of entrance is subject to suspension or revocation of their membership or range usage rights. There will be no refund of any monies, membership dues, fees, or deposits if any person is required to leave the property or any membership is suspended or revoked for failing to obey any rule.

5. RANGE CLOSURE * _____

City of Apalachicola/Apalachicola Police Department reserves the right to close the range to members or others for any reason deemed necessary. City of Apalachicola/Apalachicola Police Department will make all reasonable effort to minimize range closings and to notify members and customers prior to closing the range.

6. CUSTOMER INFORMATION * _____

City of Apalachicola is committed to being an equal opportunity recreation and training facility. We reserve the right to conduct background investigations of you or other members or users of our facilities. The City of Apalachicola/Apalachicola Police Department reserves the right to refuse the use of our facility to anyone based on criminal history or to anyone with a history of mental illness that we believe may or will pose a safety threat to others. We pledge to remain open minded about any mental illness history and to evaluate each case individually. In no case will we knowingly subject any person to an unsafe or unstable shooting environment. Persons who are forbidden by law from possession of a firearm are not authorized to be on the property. By initialing this paragraph and signing this agreement, you are expressly representing that you are not prohibited by law or any court order from possessing a firearm and that you are mentally fit to engage in the use of firearms.

7. DAMAGE TO RANGE PROPERTY * _____

Except normal wear and tear, any damage to any property is the customer or member's responsibility to repair or replace at City of Apalachicola/Apalachicola Police Department's discretion. It is also the customer's responsibility to report any damage or destruction of any property.

8. UNSAFE EQUIPMENT * _____

The City of Apalachicola/Apalachicola Police Department reserves the right to forbid the use, discharge, or possession of any firearm, ammunition, archery bow, air gun, or any other property brought on the City of Apalachicola's property. Any property deemed unsafe will be removed immediately from the property. These may be secured in a vehicle until the member or guest leaves.

9. OBEY RULES AND COMMANDS * _____

Members and their guests will at all times follow the commands of the City of Apalachicola/Apalachicola Police Department officials. Members and their guests will at all times obey all posted signs, notices, and directives, including all traffic signs posted on the roadways entering and exiting the range.

* _____ Customers will obey all posted and published safety rules.

* _____ At no time will firearms, regardless of whether or not they are loaded, be pointed at or in the direction of any person.

* _____ Customers will keep their fingers off the triggers and outside the trigger guard until the firearm is pointed safely down range.

* _____ All guns will be treated as if they are loaded at all times.

* _____ Firearms will only be fired into the approved and designated berms, or, in the case of shotguns, towards the designated skeet or trap shooting area.

* _____ At NO time will a firearm be pointed in the direction of the Highway or any subsidiary roadway.

10. USE OF VERBAL COMMANDS * _____

All member and guests are required to use verbal range commands. These commands are:

"RANGE IS GOING HOT" - When loading and before firing firearm

"RANGE IS CLEAR" - When your firearm is empty of ammo and made safe (cylinder open or slide locked back and magazine removed)

"GOING DOWNRANGE" - When all firearms are empty and safe, announce prior to walking downrange to check targets. No firearms handling while someone is downrange.

"CEASE FIRE" - If at any time you see any unsafe act or action. Stop shooting immediately, make firearms safe.

11. RANGE ACTIVITIES * _____ Any member, spectator, and guest who participates in any activity that is conducted on the City of Apalachicola shooting range property by Apalachicola Police Department or any other group is required to obey all range, match, club, contest, and safety rules.

12. FEES AND MEMBERSHIP OF RANGE * _____

A fee of \$200.00 for one year of membership will be charged to each member. One membership will be allowed one guest at the range property. Spouse, children/dependents, mother, father will be free of charge. All other guests will be charged a \$10.00 per day fee, which will be placed at the drop box located at the entrance of the range and logged on the guest log. \$10 guest fee will be paid upon entry of range. Members shall presume responsibility for all guests. Membership cards will be issued by Apalachicola Police Department. Apalachicola Police Department Officers shall perform routine and random checks to ensure safety and integrity. Members and guests will present membership cards and/or identification upon request by Law Enforcement Officers.

13. AMMUNITION ALLOWED * _____

Reloaded ammunition is allowed. City of Apalachicola/Apalachicola Police Department is not and will not be responsible for any damage to property or injuries to persons from the use of reloaded or hand loaded ammunition. Tracer, armor piercing, light armor piercing (Green Tip), incendiary, or explosive ammunition is prohibited unless approved in advance by Apalachicola Police Department Chief of Police.

14. LOADED FIREARMS * _____

Firearms are to be loaded only on a range firing line. No loaded firearms are to be left unattended for any reason. No loaded firearms are allowed inside the restrooms, or in any parking area unless they are secured in a holster and worn on the body in an approved manner.

15. SKEET, TRAP AND SPORTING CLAYS * _____

All firearms shall remain unloaded with action open and safety on until entry of the shooting station.

16. TRANSPORTING HANDGUNS * _____

If movement from one range (bay) to another is required, all handguns must remain unloaded and holstered until arrival at the next range (bay).

17. TRANSPORTING LONG GUNS * _____

All long guns must be unloaded prior to entering the firing line. All long guns must be unloaded prior to leaving the firing line.

18. EYE AND EAR PROTECTION IS REQUIRED AT ALL TIMES BY SHOOTERS AND SPECTATORS!!! * _____

I FULLY UNDERSTAND AND AGREE to the above terms and conditions and hereby submit this application to the City of Apalachicola firing range. I FULLY UNDERSTAND that my use of the range is subject to suspension or revocation for violation of the above agreement. No refunds will be issued. I FULLY UNDERSTAND that the use of firearms is inherently dangerous and I AM AWARE that being in the vicinity of firearms can result in the loss of life. I WILL FOLLOW ALL SAFETY RULES to assure a safe shooting environment for everyone.

Customer

Signature

Printed Name

_____ witnessed _____ date

METHOD OF PAYMENT _____

IDENTIFICATION PRODUCED _____

Voluntary Emergency Contact Information:

Name: _____

Phone: _____

Alt. Phone: _____

Relationship: _____