

**REGULAR MEETING
CITY COMMISSION
CITY OF APALACHICOLA, FLORIDA
THURSDAY, SEPTEMBER 5, 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 for public comment. Those wishing to speak concerning an item on the agenda shall complete a speaker card and give it to the City Clerk before the meeting starts.

- I. Call to Order
 - Invocation (Please rise and remain standing)
 - Pledge of Allegiance
- II. Agenda Adoption
- III. Mayor's and Commissioners Reports and Communications
 - A. Resolution 2019-12 – Designating September 28, 2019 as Apalachicola National Estuarine Research Reserve Day and Acknowledging the Importance of Estuaries to Apalachicola.
- IV. City Manager Communications
 - City Attorney – Request for Proposals
 - Population Estimate
 - USNS Apalachicola
 - Hurricane Dorian
- V. Attorney Pat Floyd Communications
- VI. Presentations
 - A. Restore the Squares Project Presentation
- 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 August 6, 2019 Special Meeting and August 6, 2019 Regular Meeting Minutes.
 - B. Grant Subcontract Task Order Approval.
 - **Suggested Motion:** To Authorize the Subcontract Task Orders with Ducky Recovery LLC in the amount of \$30,000, Mark Tarmey in the amount of \$10,000 and Dewberry, LLC in the amount of \$25,000 and Authorize the City Manager to Execute the Contracts.
 - C. Finance and Bookkeeping Services Agreement – Awwad & Associates Tax and Accounting.
 - **Suggested Motion:** To Approve the Finance and Bookkeeping Services Agreement with Awwad & Associates and Authorize the City Manager to Execute the Agreement.

- D. Lease Agreement – Capital Area Community Action Agency
- **Suggested Motion:** To Approve the Lease Agreement with Capital Area Community Action Agency for the Sixth Street Recreation Center for Use as a Head Start Center Facility and Authorize the Mayor to Execute the Lease Agreement.

XI. Unfinished Business

- A. Proposed Legislative Agenda for the 2019-2020 Session
- **Suggested Motion:** To Approve the City of Apalachicola Legislative Priorities for the 2019-2020 Session..
- B. 2019-2020 Annual Budget and Capital Improvements Plan Discussion
- **Suggested Motion:** None at this time.

X. New Business

- A. Resolution 2019-14 – Adopting the Statewide Mutual Aid Agreement
- **Suggested Motion:** To Adopt Resolution 2019-14 Adopting the Statewide Mutual Aid Agreement.
- B. Resolution 2019-13 – Creating a Census 2020 Complete County Committee for the City of Apalachicola.
- **Suggested Motion:** To Adopt Resolution 2019-13 – Creating a Census 2020 Complete County Committee for the City of Apalachicola.
- C. Resolution 2019-15 Adopting Policy No. 2019-01 – Fixed Asset Accounting and Recording Policy .
- **Suggested Motion:** To Approve Resolution 2019-15 Adopting Policy 2019-01 – Fixed Asset Accounting and Recording Policy.
- D. Planning and Zoning and Recreation Board Member Appointment
- **Suggested Motion:** To appoint _____ to the Planning and Zoning Board to serve a four year term, which ends on December 31, 2023 and to appoint _____ to the Recreation Board to serve a four year term, which ends on December 31, 2021.
- E. Variance 101 Bay Avenue
- **Suggested Motion:** I would like the City Commission to address and resolve the issues.

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.

APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: September 5, 2019

SUBJECT: Resolution 2019-12 – Designating September 28, 2019 as Apalachicola National Estuarine Research Reserve Day and Acknowledging the Importance of Estuaries to Apalachicola

AGENDA INFORMATION:

Agenda Location: Mayor's and Commissioners Reports and Communications
Item Number: A
Department: Administration
Contact: Deborah Guillotte, City Clerk
Presenter: Deborah Guillotte, City Clerk

BRIEF SUMMARY: In 2019, The Apalachicola National Estuarine Research Reserve celebrates its 40th anniversary and the 36th anniversary as a UNESCO Biosphere Reserve. The Reserve contributes by direct investment over \$2 million dollars annually to the local economy and employs twenty-six people. Resolution 2019-12 designates Saturday, September 28th, 2019, as Apalachicola National Estuarine Research Reserve Day and acknowledges the importance of estuaries to Apalachicola's economic well-being and productivity and applauds the work of the Apalachicola National Estuarine Research Reserve and reaffirms its stewardship of the estuary, including the preservation, protection, and restoration of its resources.

RECOMMENDED MOTION AND REQUESTED ACTIONS: To Adopt Resolution 2019-14 Designating September 28, 2019, as Apalachicola National Estuarine Research Reserve Day and Acknowledging the Importance of Estuaries to Apalachicola.

FUNDING SOURCE: Not Applicable

ATTACHMENTS: Resolution 2019-12

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

**RESOLUTION 2019-12
DESIGNATING SEPTEMBER 28, 2019 AS
APALACHICOLA NATIONAL ESTUARINE RESEARCH RESERVE DAY
AND ACKNOWLEDGING THE IMPORTANCE OF ESTUARIES TO APALACHICOLA**

WHEREAS, nearly a half-century ago Congress declared it national policy in the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.) to preserve, protect and where possible, to restore or enhance, the resources of the Nation's coastal zone, including estuaries, for current and future generations thereby establishing the National Estuarine Research Reserve System and subsequently, the Apalachicola National Estuarine Research Reserve in 1979, the second largest of 29 Reserves across the nation; and

WHEREAS, the estuaries of the United States comprise a significant share of the national economy contributing more than \$4.3 billion to the U.S. economy every year and it is estimated that the nation's estuaries provide habitat for more than 75 percent of America's commercial fish and shellfish, and 80-90 percent of the recreational fish catch; and

WHEREAS, the Apalachicola National Estuarine Research Reserve comprises 234,715 acres of uplands, river and bay, which provides essential habitat for countless species of fish and wildlife, including many that are listed as threatened or endangered and the City of Apalachicola acknowledges the importance of protecting the bay, river and surrounding uplands and the role the Apalachicola National Estuarine Research Reserve plays in providing vital scientific information on the health of the Apalachicola River and Bay; and

WHEREAS, the Apalachicola estuary provides critical ecosystem services that protect human health and public safety, including water filtration, flood control, shoreline stabilization and erosion prevention, and protection of coastal communities during extreme weather events; and

WHEREAS, the Apalachicola City Commission acknowledge the Apalachicola National Estuarine Research Reserve's contribution to the local economy by a direct investment of over \$2 million dollars annually from the federal and state government and employs twenty-six people; and

WHEREAS, in 2019, the Reserve celebrates its 40th anniversary and the 36th anniversary as a UNESCO Biosphere Reserve, and the City of Apalachicola encourages all citizens, including local, State, and Federal officials, to recognize the importance in keeping the Apalachicola Bay and River healthy estuaries and the need to protect them.

NOW, THEREFORE, BE IT RESOLVED, that the City of Apalachicola designates Saturday, September 28th, 2019, as Apalachicola National Estuarine Research Reserve Day and supports and acknowledges the importance of estuaries to Apalachicola's economic well-being and productivity and applauds the work of the Apalachicola National Estuarine Research Reserve and reaffirms its stewardship of the estuary, including the preservation, protection, and restoration of its resources.

THIS RESOLUTION ADOPTED on this 5th day of September 2019, by the City of Apalachicola.

ATTEST:

Deborah Guillotte, City Clerk

Van W. Johnson, Sr., Mayor

**APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: September 5, 2019**

SUBJECT: Restore the Squares Project Presentation

AGENDA INFORMATION:

Agenda Location: Presentations
Item Number: A
Department: Administration
Contact: Diane Brewer, Project Manager – Historic Apalachicola Foundation
Presenter: Diane Brewer, Project Manager – Historic Apalachicola Foundation

BRIEF SUMMARY: The long awaited brochure with history and map of Apalachicola's six Historic Squares is now complete. Copies of the brochure will be distributed to the City Commission and to members of the public. The Historic Apalachicola Foundation thanks the Commission for their support of this project over the past four years.

RECOMMENDED MOTION AND REQUESTED ACTIONS: None at this time.

FUNDING SOURCE: The printing of the brochure was made possible through funding from the Franklin County Tourist Development Council.

ATTACHMENTS: Brochure to be distributed at the meeting.

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

**APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: September 5, 2019**

SUBJECT: Grant Subcontract Task Order Approval

AGENDA INFORMATION:

Agenda Location: Consent Agenda
Item Number: B
Department: Planning and Zoning
Contact: Cindy Clark, City Planner
Presenter: Cindy Clark, City Planner

BRIEF SUMMARY: The City has received three important planning grants this fall relating to historic preservation, coastal resilience and floodplain management planning. Each grant now requires the execution of subcontracted task orders to complete deliverables associated with each grant. At the July 2 meeting, the Commission authorized Planner Cindy Clark to execute grant components for which her scope of work was identified. Those agreements have been executed. There are additional subcontract agreements with outside professional services associated with two of the grants that still require approval.

Applying Mitigation Measures to Vulnerable Historic and Economically Significant Resources. \$60,000. Funded through the Northern Gulf Alliance, a cooperative NOAA sentinel group out of Mississippi State. This grant requires the execution of a \$30,000 subcontract with Ducky Recovery, LLC and a \$10,000 subcontract with Mark Tarmey, Florida registered architect/historic resource expert to complete the mitigation and historical site assessment for the identified public and private historic properties.

Apalachicola Coastal Resilience Project. \$52,500. Funded through the Florida Department of Environmental Protection Coastal Division. This grant requires the execution of a \$25,000 subcontract with Dewberry to complete the survey tasks associated with the drainage basin analysis and mapping.

RECOMMENDED MOTION AND REQUESTED ACTIONS: Authorize the Subcontract Task Orders with Ducky Recovery LLC in the amount of \$30,000, Mark Tarmey in the amount of \$10,000 and Dewberry, LLC in the amount of \$25,000 and Authorize the City Manager to Execute the Contracts.

FUNDING SOURCE: Grant Proceeds

ATTACHMENTS: Grant Subcontract Task Orders

STAFF'S COMMENTS AND RECOMMENDATIONS: Subcontract provisions are consistent with City policy and State procurement statutes relating to professional services.

CITY OF APALACHICOLA

SUBCONTRACT TASK ORDER – HAZARD MITIGATION SERVICES

This Task Order outlines the agreement between CITY OF APALACHICOLA and Ducky Recovery, LLC for hazard mitigation services and is hereby entered into this 6th day of September 2019.

Ducky Recovery, LLC, shall provide services - identified and outlined in the chart below for Budget Item Numbers 1, 2 and 3 to the City of Apalachicola in accordance with the requirements outlined to satisfactorily execute the terms within and pursuant to the Grant Agreement between the MESC/Dauphin Island Sea Lab and the City of Apalachicola executed on August 13, 2019 and in compliance with all other applicable regulations and procedures.

Contained in this task order is the provision that additional in-kind mitigation services totaling \$5,000 will be donated to the project as stipulated in the City grant agreement with MESC/Dauphin Island Sea Lab.

PROJECT DESCRIPTION

MESC/Dauphin Island Sea Lab

Subaward Number: 2667RE-003-APALA

Project Title - "Achieving Resilience through Hazard Mitigation: Applying Mitigation Measures to Apalachicola's Vulnerable Historic and Economically Significant Resources"

Grant Amount - \$30,000

Grant Period - August 15, 2019 - August 14, 2020

Estimated Project Budget

Budget Item Number	Description	Grant Funds	Deliverable Date	Deliverable Amount
1	Site Specific Structural and non-structural assessments (10)		November 1, 2019	\$10,000
2	Elevation Certificates for assessment properties (10)		December 1, 2019	\$10,000
3	Mitigation estimates for assessment properties (10)		January 15, 2020	\$10,000
	Total	\$30,000		\$30,000

TOTAL FEE: \$30,000

Deliverables may be completed and submitted for payment in advance of Deliverable Date if completed ahead of documented schedule.

This agreement can be cancelled by either party with a 30-day written notice via email, hand or US mail delivery.

This agreement shall take effect immediately upon execution.

CITY OF APALACHICOLA
192 Coach Wagoner Boulevard
Apalachicola, Florida 32320
rnalley@cityofapalachicola.com
Telephone 850-653-9319

Ron Nalley, City Manager

Date

David Cohn
Owner
Ducky Recovery, LLC
5333 River Road
Harahan, LA

David Cohn

Date

CITY OF APALACHICOLA

TASK ORDER – ARCHITECTURAL REVIEW SERVICES

This Task Order outlines the agreement between CITY OF APALACHICOLA and Mark Tarmey, 4M Design Group PA, for architectural hazard mitigation services and is hereby entered into this 6th day of September 2019.

4M Design Group shall provide services - identified and outlined in the chart below for Budget Item 1 Identified below to the City of Apalachicola in accordance with the requirements outlined to satisfactorily execute the terms within and pursuant to the Grant Agreement between the MESC/Dauphin Island Sea Lab and the City of Apalachicola executed on August 13, 2019 and in compliance with all other applicable regulations and procedures.

Contained as part of this task order is the provision that additional in-kind architectural consulting services totaling \$5,000 will be donated to the project as stipulated in the City grant agreement with MESC/Dauphin Island Sea Lab.

PROJECT DESCRIPTION

MESC/Dauphin Island Sea Lab

Subaward Number: 2667RE-003-APALA

Project Title - "Achieving Resilience through Hazard Mitigation: Applying Mitigation Measures to Apalachicola's Vulnerable Historic and Economically Significant Resources"

Grant Amount - \$10,000

Grant Period - August 15, 2019 - August 14, 2020

Estimated Project Budget

Budget Item Number	Deliverable Description	Grant Funds	Deliverable Due Date
1	Site Specific historic architectural assessments (10)	\$10,000	November 1, 2019
	Total	\$10,000	\$10,000

TOTAL FEE: \$10,000

This agreement can be cancelled by either party with a 30-day written notice via email, hand or US mail delivery.

This agreement shall take effect immediately upon execution.

CITY OF APALACHICOLA
192 Coach Wagoner Boulevard
Apalachicola, Florida 32320
rnalley@cityofapalachicola.com
Telephone 850-653-9319

Ron Nalley, City Manager

Date

Mark A. Tarmey A.I.A. | NCARB
Managing Principal Architect | 4m Design Group PA
Architecture | Urban Design + Planning | Historic Preservation | Interiors
322 Beard Street | Second Floor | Tallahassee, Florida | 32303
Tel: 850.422.3676 | Cellular Tel: 850.212.2667

Mark Tarmey

Date

CITY OF APALACHICOLA

SUBCONTRACT TASK ORDER –Coastal Resilience Project

This Task Order outlines the agreement between CITY OF APALACHICOLA and Dewberry, LLC for drainage basin analysis and mapping services and is hereby entered into this 6th day of September 2019.

PROJECT DESCRIPTION

Apalachicola Coastal Resilience Project
Award Number R1903
Grant Period –August 21, 2019 – June 30, 2020

Dewberry, LLC, shall provide services - identified and outlined in the description and chart below for Budget Item Number 1 for the City of Apalachicola Apalachicola in accordance with the requirements outlined to satisfactorily execute the terms within and pursuant to the Grant Agreement R1903 between the State of Florida Department of Environmental Protection and the City of Apalachicola executed on August 21, 2019 and in compliance with all other applicable regulations and procedures.

Description. This task would involve conducting a field survey, map and document recommended culvert size for a 208-acre drainage basin which is the City's largest drainage basins comprised of residential and commercial development. The project will consist of a block by block analysis of culvert size and conveyance descriptions which will be used to develop recommendations for mitigating nuisance flooding in the basin. An accompanying map of the culvert/conveyances will be created. The data and map data will be analyzed and a report created with suggestions and recommendations.

Deliverable: The deliverable will consist of field survey, map and report in a digital format (CD).

Task Total: \$25,000

Estimated Project Budget

Budget Item Number	Description	Grant Funds	Deliverable Date	Deliverable Amount
1	Drainage Basin Analysis		December 1, 2019	\$25,000
	Total			\$25,000

This agreement can be cancelled by either party with a 30-day written notice via email, hand or US mail delivery.

This agreement shall take effect immediately upon execution.

CITY OF APALACHICOLA
192 Coach Wagoner Boulevard
Apalachicola, Florida 32320
rnalley@cityofapalachicola.com
Telephone 850-653-9319

Ron Nalley, City Manager

Date

Dewberry, LLC
20684 Central Ave E
Blountstown, FL 32424

Date

**APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: September 5, 2019**

SUBJECT: Finance and Bookkeeping Services Agreement – Awwad & Associates Tax and Accounting

AGENDA INFORMATION:

Agenda Location: Consent
Item Number: C
Department: Administration
Contact: Ron Nalley, City Manager
Presenter: Ron Nalley, City Manager

BRIEF SUMMARY: The retirement of Lee Mathes has left a void in our local financial accounting abilities. Melissa Hand has assumed the duties of Finance Clerk and is performing well in the day-to-day front desk finance functions. However, further bookkeeping and financial reporting services are needed. Awwad and Associates has assisted other municipalities and was recommended by our auditor as a firm that can provide the government finance and bookkeeping services needed.

RECOMMENDED MOTION AND REQUESTED ACTIONS: To Approve the Finance and Bookkeeping Services Agreement with Awwad & Associates and Authorize the City Manager to Execute the Agreement.

FUNDING SOURCE: Administration – Professional Services

ATTACHMENTS: Finance and Bookkeeping Services Agreement

STAFF'S COMMENTS AND RECOMMENDATIONS: Segregation of duties is a problem faced by all small entities, but staff recognizes that we need to do more. This is even more apparent with the retirement of Lee Mathes. Engaging an outside CPA firm to provide accounting assistance on a monthly basis will serve as a new primary mitigating control and will assist the City with bank account reconciliation, posting of journal entries, monthly financial reporting and a review of transactions to ensure proper posting.



Awwad & Associates

TAX & ACCOUNTING

1624A Metropolitan Circle
Tallahassee, FL 32308

Phone: (850)513-1999
E-Mail: jawwad@comcast.net

August 23, 2019

Ron Nalley
City of Apalachicola
1 Avenue E
Apalachicola, FL 32320

Proposal #1

Awwad & Associates, Tax & Accounting is offering for your consideration for fiscal year 18-19 and 19-20 the following service levels –

Proposal #1 – keep current in-house bookkeeping as is and Awwad & Associates performs support functions as follows-

For the above consideration, City of Apalachicola shall receive the following services:

BOOKKEEPING

- Prepare Bank Account Reconciliation(s) after month end
- Posting of monthly journal entries
- Review of transactions to ensure that proper posting to accounts and fund transfers are recorded accurately

UNLIMITED CONSULTATION

- Unlimited discussion of the City of Apalachicola's Accounting and Financial Reporting at our office or by phone.

FINANCIALS

- Monthly financial reporting showing Monthly and YTD versus Budget and Variances

These services will be billed at a monthly rate of \$1,800 per month. This is anticipated upon cooperation from city employees. We anticipate to average 12 hours per month at a discounted rate of \$150 per hour. If this engagement continues to exceed 15 hours per month for more than 3 months, we will notify you of our intention to increase our fees.

Additional Services –

Posting of Auditor's Adjustments – The City of Apalachicola was advised by the auditor that adjustments need to be posted to the previous fiscal year accounts in order to align the books with the audited financial statements. We anticipate this to take approximately 10 hours at the discounted rate of \$150 per hour, for a total of \$1,500.

Updating Chart of Accounts – The City of Apalachicola's chart of accounts is in need of updating and stream lining to bring it up to the State of Florida uniform accounting standards for local

Relieve yourself of stress, leave the accounting and taxes to us!

governments. We anticipate this to take approximately 20 hours at the discounted rate of \$150 per hour, for a total of \$3,000.

Transition to New System – The City of Apalachicola is anticipating updating their current accounting system in the next fiscal year. The City will need an accounting expert available to assist with transition and training. We cannot determine the number of hours without assessing both the current and new systems. We will bill out this work at a discounted rate of \$150 per hour.

All of our work is anticipated to be done remotely. If there is a need for us to be on site, we will bill 4 hours for travel time at a discounted rate of \$150 per hour. We will not charge travel time for our first two visits to develop an understanding of your current system and procedures.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion or provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

The financial statements will not be accompanied by a report. However, you agree that the financial statements will clearly indicate that no assurance is provided on them. The following footer will be on all financial statements –

No assurance is provided on these financial statements

Other Relevant Information

In addition, you agree to hold us harmless and to release, indemnify, and defend us from any liability or costs, including attorney's fees, resulting from management's knowing misrepresentations to us. We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,



Debra Pumpurs
President

Acknowledged:

City of Apalachicola

Ron Nalley
City Manager

Date

**APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: September 5, 2019**

SUBJECT: Lease Agreement – Capital Area Community Action Agency

AGENDA INFORMATION:

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

BRIEF SUMMARY: The Capital Area Community Action Agency (CACAA) has leased the Sixth Street Recreation Center for use as a Head Start Center facility for the Franklin County community. Their original lease ended in June of 2019 but CACAA has now requested that the lease be extended for an additional year or until June 2020. All the other terms of the Lease Agreement will remain in place.

RECOMMENDED MOTION AND REQUESTED ACTIONS: To Approve the Lease Agreement with Capital Area Community Action Agency for the Sixth Street Recreation Center for Use as a Head Start Center Facility and Authorize the Mayor to Execute the Lease Agreement.

FUNDING SOURCE: Facility Rental Revenue

ATTACHMENTS: Proposed Lease Agreement

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

LEASE AGREEMENT

THIS LEASE AGREEMENT made on the 5th day of September 2019, BETWEEN THE CITY OF APALACHICOLA, FRANKLIN COUNTY, FLORIDA, a public body corporate under the laws of Florida, hereinafter called "City," and CAPITAL AREA COMMUNITY ACTION AGENCY, INC., a Florida nonprofit corporation, hereinafter called "Lessee".

RECITALS

WHEREAS, City has determined that it is desirous of entering into a rental relationship with Lessee for the property more particularly described herein below; and

WHEREAS, City has determined that it is in the public interest to make the property available for Lessee's use as a Head Start Center facility for the Franklin County Community.

NOW THEREFORE, by the execution and delivery of this instrument, City does hereby covenant and agree to and with the said Lessee:

- A. LEASED PREMISES. City hereby leases to Lessee the use of the Recreation Center, playground and property describes as Block 175 Lots 1 & 2 City of Apalachicola, Florida the same being the 6th Street Recreation Center located at 222 6th Street, Apalachicola, Florida, 32320.
- B. TERM. The term of the lease for the period of twelve (12) months shall begin July 1, 2019, and end on June 30, 2020.
- C. RENTAL RATE BASE TERM. Lessee will pay to the City as rent for the property rental in the amount of \$400 per month. Rent payment will be made by the first day of each month. Any applicable rental tax shall be paid by Lessee directly to the City which shall remit said taxes to the State Department of Revenue. The Lessee shall pay for its utilities, telephone system, computers, security systems and furnishings.
- D. CANCELLATION. This lease agreement and any extensions thereof may be cancelled by either party, without cause, by giving 90 days written notice to the other party. Said notice shall be sufficient if delivered personally or by certified mail. In the event of cancellation by the City, only rental amounts accrued to the date of the cancellation shall be due and payable.
- E. FURTHER COVENANTS OF LESSEE. Lessee, for itself, its successors and assigns, does hereby covenant to and with the City as follows:
- F. DELIVERY OF ALL REQUIRED PAYMENTS: That Lessee shall pay all sums due hereunder at the time and in the manner provided. The Lessee's performance and obligations to pay

under this Agreement is contingent upon annual appropriation from Congress and grant amount from the U.S. Department of Health and Human Services.

1. USE OF PREMISES: That Lessee shall use the property exclusively for Head Start childcare activities in a manner that shall not discriminate against any person or class of persons on the basis of race, color, creed, sex, or national origin. Lessee shall not permit or allow a private or public nuisance to exist on or in the property. Lessee shall be responsible to coordinate the operation, usage, and sharing of the associated costs for any shared improvements on the leased property and grounds with the City. No formal K-12 educational program shall take place at this site.
2. TRANSFER PROHIBITED: None of the property shall be transferred, sublet, or assigned by Lessee or any agent, employee, or other person acting on its behalf; any such action by Lessee is strictly prohibited.
3. POSSESSION, END OF LESASE: That at the expiration of the term of this lease, Lessee shall peaceably yield to City the property including all Lessee-installed facilities and improvements. Any additions which are fixed, erected on or upon the property by the Lessee shall be and remain the exclusive property of the City.
4. ASSENT IS NO WAIVER: That no assent, expressed or implied, by City to any breach of the covenants made herein by lessee shall be deemed to be a waiver of any succeeding breach of the same covenant.
5. MAINTENANCE AND REPAIRS:
 - a. That lessee shall, at its own expense, make any and all nonstructural repairs to the property herein leased which are required during the term of this lease, subject to the prior written approval of the City. At the end of said term, Lessee shall return said leased property to the City in the condition existing at the time the Lessee originally took possession of the property, reasonable wear and tear excepted. Lessee shall also be responsible for any and all repairs that are caused by or result from it negligence or its use of the building.
 - b. That Lessee shall, at its own expense, keep the property clean, sanitary, and free from trash and debris. Lessee shall contract with their own vendor for custodian services for the premises. The Lessee shall, at its own expense, provide the custodial supplies required for custodian services.
 - c. That all short-term and long-term maintenance on the leased space shall be performed by the Lessee at its sole expense, which shall include

maintenance for said space. Costs of repairs to and replacement of the heating, ventilating and hot water systems are the responsibility of the City.

- d. That Lessee shall allow City to conduct regular inspections of the facility to ensure that the property is being properly maintained by Lessee. The Lessee shall comply with all inspection report recommendations.
- e. That Lessee shall be responsible for its share of the utility services at the facility in the amount of \$200 per month for the term of the lease. Utility services payment shall be made monthly.

6. INSURANCE:

- a. That lessee shall keep the leased property and improvements thereto insured against loss by fire, windstorm, and vandalism for the full replacement cost of all improvements to the leased premises, but not "extended coverage".
- b. That Lessee shall take out and continuously maintain, at Lessee's sole cost and expense, Owner's Landlord and Tenant's public liability insurance on the property in an amount not less than \$1,000,000.00, said amount to be determined by the City in its sole discretion.

- G. NO ASSIGNMENT OR SUBLEASE ALLOWED. Lessee shall not assign this lease or any interest therein or sublet the leased property under any circumstances. Any such action shall constitute an automatic breach of the Lease at the City's option.
- H. DEFAULT OR BREACH. It is further covenanted and agreed by and between the parties hereto that if any default shall be made by Lessee in any payment of rents or taxes, assessments, insurance premiums, or any other sum herein stipulated and agreed to be paid, or Lessee shall fail to keep and perform any other covenant, condition, or agreement herein provided on the part of Lessee to be performed, and such default shall exist for a period of 15 days after notice to Lessee then, and in that case, City may serve upon Lessee written notice of such default; and if such default shall then continue without being wholly remedied for a period of seven days after service of such notice, or in the case of a breach other than the payment of money, Lessee shall not have commenced the remedying of such default with the seven-day period and diligently prosecuted compliance to final termination, then it shall be lawful for City, without further notice, to declare said demised term ended and to reenter and repossess the property, either with or without process of law and Lessee does, in such event, hereby waive any demand for possession of the property and any and all buildings and improvements then situated thereon. Lessee covenants and agrees, upon the termination of said leases term, at the election of City or in any other way, to surrender and deliver up said property peaceably to City or its successors, immediately upon the

termination of said lease term, and this lease shall become void and of no effect. In that event, City shall hold and retain the lease property and this lease shall be forfeited to the City.

- I. COVENANTS OF CITY. City does hereby covenant with Lessee as follows:
 - 1. City covenants with Lessee that the Lessee, upon payment of all rentals due and the performance of all covenants on its part herein contained to be performed, shall have the quiet and peaceful possession and occupancy of the property as to title to the property but not as to the use of said property or any incidence arising from the use of said property.
 - 2. City shall be responsible for all structural portions of the building on the leased property and shall repair any structural damages thereto if in the judgement of the City such repairs are needed.

- J. NOTICES. It is understood and agreed that the notices and payments required by the terms hereof shall be directed, until and unless either party shall request a change of address, as follows:

As to City:

Ron Nalley
City Manager
City of Apalachicola
192 Coach Wagoner Boulevard
Apalachicola, FL 32320
Phone: 850-653-9319

As to the Lessee:

Tim Center
Chief Executive Officer
Capital Area Community Action Agency
309 Office Plaza Drive
Tallahassee, FL 32301

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed by their duly authorized officers as of the day and year first above written.

CITY OF APALCHICOLA,
FLORIDA, public body corporate under the laws of Florida

By: _____

Printed Name: Van W., Johnson, Sr., Mayor

By: _____

Printed Name: Ron Nalley, City Manager

CAPITAL AREA COMMUNITY ACTION
AGENCY, A Florida nonprofit corporation

By: _____

Printed Name: Tim Center

Title: Chief Executive Officer



CITY OF APALACHICOLA

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

www.cityofapalachicola.com

September 5, 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 *RNW*

RE: City Manager Communications – September City Commission Meeting

City Manager
Ron Nalley

During your meeting on September 5th, I will be giving a brief update on several matters. Below is a summary of those topics:

City Administrator
Lee H. Mathes, MMC

City Clerk
Deborah Guillotte, CMC

City Attorney
J. Patrick Floyd

- 1) City Attorney – Request for Proposals – As you know, the City received four proposals for City Attorney Services. At your last meeting, the Commission established a selection committee to assist you with review of the proposals and a recommendation. The Committee is scheduled to meet prior to the Commission meeting and Commissioner Grove or I will be giving a quick update on the status of the Committee's work.
- 2) Population Estimate – The new population estimate for the City of Apalachicola as of April 1, 2019 is 2,339. This will become an official estimate on October 17, 2019.
- 3) USNS Apalachicola – The week of September 23rd seems the most convenient time for most of our Commission members to tour the facility building the USNS Apalachicola in Mobile, Alabama. Please confirm your plans to attend the tour with our City Clerk by the end of this week.
- 4) Hurricane Dorian – Preparations are well under way for the possible arrival of Hurricane Dorian. While the exact track is still very much uncertain at the writing of this memo, staff will provide an update on the storm or recovery efforts if an update is needed.

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
SEPTEMBER 2019

- Updated meeting calendar on website
- Complete all quarterly Payroll Reports
- Posted June 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
- Continue working on FEMA issues
- Public Records Request 3

86 work orders issued and completed

Approximately 156 accounts payable checks processed

2029 payments processed

2024 bills processed

75 cuts-off - unpaid water bills

**City of Apalachicola
Police Department**

The Month of August seems to have brought us a bit of a slow down. Back to school means less tourists, less calls and complaints. A much needed breather for our officers. We have continued to increase patrol in residential areas and increase traffic stops. This month we have put extra attention in the area of Ave B. Several stops and warnings were issued for not making stops at stop signs & speeding. Several warnings were also given for ATV's being driven on streets and roadways. We brought in a new addition to our Police family with the birth of Sgt. Chase Richards daughter Mila. Sadly, we were also called to special detail over the funerals of former Officer Wesley Creamers daughter, and Officer Larry Smith's father in law. Some excitement also this month as Officer Larry Smith was involved in a high speed chase that began in Apalachicola and ended with the suspect surrendering in Gulf County.

August Totals

Traffic Stops/ Warnings/ citations	42
Arrests/ Warrant Requests	4
Traffic Accidents	10
Burglary/Theft calls	4
Assist Citizens/ Complaints/Investigations	240
Trespass Warnings/agreements	12
Business alarm calls/building checks/welfare checks	450
Assist county call/other agencies	42
Domestic cases involving violence/disturbance calls	12
Drugs	0
Total calls from dispatch	689

Lizzette Dearing
Apalachicola Police Department
127 Ave E
Apalachicola, FL 32320
850-653-9755
Lizzette@gtcom.net

Apalachicola Margaret Key Library Monthly Report -- August 2019

Statistics:

- 17 new cards issued
- 59 new items added to the collection
- 507 items checked out
- 301 computer & 374 WiFi use
- 0 programs for youth
- 19 information inquiries
- 12 archival inquiries
- 31 archival documents added to database

Activities:

- August has been a month of refresh and reset. Summer reading was super successful but also super exhausting! With the kids back in school, we have used the month to plan Fall and Winter activities for all ages. This includes reading challenges, teen tech takeovers and book chats with popular authors.
- The Memory Lab itself is chugging along. Documents are being scanned and collated. This project is moving much slower than anticipated -- it is truly a word-of-mouth project. We'll just keep tracking it and keep you updated.
- We have the possibility of a tech grant to refresh our laptops and patron access computers. I'll keep you posted as I learn more.
- We are the recipients of a pre-K readiness grant from PLAN [Panhandle Libraries Area Network]. They will provide us with pre-loaded children's tablets for checkout that have stories, games, and other tools to support school readiness. PLAN has also included us in a trail project to provide downloadable books and databases of our patrons, something we cannot afford as a stand-alone library.
- Still working on Interlibrary Loan. *Sigh*
- And neck deep in FEMA [really big *Sigh*]

City of Apalachicola Public Works monthly report

August 2019

- We graded back side of Scipio creek marine basin.
- We removed limbs and debris out of storm ditches and culverts to let storm water flow.
- We removed tree off 10th st. and m.l.k. (blocking road from local storm)
- We cut and cleaned all city parks and properties as needed.
- We pulled abandoned boat out and demo. at Scipio creek.
- We removed hanging limbs off of 24th st.
- We removed dirt off of 98 and 25th left on side of road.
- We repaired storm drain on 16th st.
- We repaired some light maintenance at public restrooms.
- We marked off and identified several burial plots at cemetery.
- We repaired pot holes on 7th st.
- We replaced roofing cap on van Johnson complex.
- We collected 154 bags of garbage from down town and city parks.
- We had 6 funerals open and close.
- We completed 17 work orders.
- We repaired leaking a/c drain line at 6th st. rec center.
- We cleaned walls and painted ceilings at 6th st. rec. center.
- We replaced lights on 98 traffic light.
- We reset time on school safety lights on 98.

ROBERT OSBURN

8/28/2019

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	3	10	160	0	2	3
july	2	8	134	0	2	3
aug	3	17	154	0	0	6
sept						
total	39	198	1506	5	21	40

Water and Wastewater Department
Monthly Report

Water Plant

- . We treated 11,250,000 gal of Drinking water
- . Rebuilt #3 Hypo pump
- . Replaced a Relay for # 7 well controls

Wastewater Plant

- . We treated 8,100,000 gal of wastewater
- . Mowed the east and west spray fields
- . Replaced one of the EFF flow sample sump Pumps
- . Did preventive maintenance on the in-line PH , Turb. , Chlorine meters

Distribution and Collections

- . Repaired 3 water leaks
- . Unstopped or repaired 8 sewer backups
- . Handled 32 work orders from city hall
- . Working on exercising and flushing fire hydrants
- . Pulled # 1 sewer pump in the Vac. Station cleaned it and pulled water back from pump to the vac. Tank. Also unstopped vacuum relieve line. Pump is pumping better.
- . Changed the timing on when the vacuum pumps come on We have them coming on faster. Seems to be helping with low vacuum on the end of the vacuum lines

Apalachicola CRA Director's Report: August 2019

Submitted by Executive Director Augusta R. West

USDA Grant/Loan Funding Package for Drinking Water Improvements

This project is designed to bring TTHMs into compliance which will lift the DEP Consent Order and its \$100 per day fines. This \$1.7 million federal grant/loan package secured from USDA will fund the installation of the drinking water improvements required by DEP to address the Trihalomethane (TTHM) compliance issue. The funding package comprises a \$1,230,730 grant and a \$474,000 long-term low-interest loan. The project engineer, Kyle Andree of Inovia Consulting, is revising the specifications and bid documents following review by USDA's state engineer. Site preparation work can begin within 30 days of the bid being awarded. The expected timeline for project completion is approximately 12 months. The bond ordinance was approved by the City Commission on August 6.

USDA Rural Business Development Grant

This application proposed new pervious parking, lighting, and sidewalks on Water Street and Avenue G as well as sidewalk repair on Commerce Street. I was notified by USDA that they are not able to fund the project due to the fact that the final public notice was omitted from the 8-step process of the Environmental Report completed by the project engineer with Dewberry. We've been encouraged by USDA to resubmit the package next year.

USDA Community Facilities Grant for Police Vehicle

USDA staff contacted me regarding additional funds available to assist communities impacted by the hurricane. I submitted an application for a new police vehicle requested by Chief Varnes. The grant will cover 50-75% of the cost with the remainder matched by the City.

Grants Team

A team of City staff who are grant writers has been formed and began meeting weekly on August 7. The impetus for the formation of this team is the large amount of new grant dollars from hurricane relief programs. Our goals are to identify grant programs that align with needs, to collaborate on applications, and to coordinate with staff at state and federal agencies, and others.

State Legislative Agenda

The Apalachicola Environmental Stewardship Bill will request funds for waste water, storm water, and drinking water infrastructure and land acquisition that protects water quality. In the House, Rep. Jason Shoaf has agreed to sponsor the bill with Rep. Loranne Ausley as a co-prime sponsor. Sen. Montford has agreed to sponsor the bill in the Senate. Multiple meetings and conversations have taken place in recent months with legislators, legislative aides, consultants, our lobbyist, and engineers to discuss legislative strategies, and our infrastructure needs.

Visit by Department of Economic Opportunity Staff

I coordinated with our lobbyist Patrick Bell to organize a site visit by DEO staff to discuss resources to address the City's challenges. The visit took place on June 26. Mario Rubio, the newly appointed Director of Community Development; James Stanbridge, Chief of the Bureau of Community Planning and Growth; and Barbara Powell, Area of Critical State Concern Coordinator spent a day in Apalachicola. Key topics were the Apalachicola Environmental Stewardship Bill; DEO grants; housing; infrastructure; and hurricane recovery and resiliency.

Community Planning Technical Assistance Grant

I am coordinating with consultant Julie Dennis on the \$40,000 Community Planning Technical Assistance grant. The scope of work includes tasks that will help achieve the legislative intent of the Area of Critical State Concern designation. This planning will strengthen our position as we pursue legislative funding. It also provides for Hurricane Michael recovery/resiliency planning.

CRA Plan Update/Public Forums

Public forums to gather community input were put on hold due to the number of other forums happening preceding the Mayoral and City Commission elections. I recommend these be revisited after October 1.

CRA Annual Report

The annual report was completed and presented to the CRA Board. An updated version with requested revisions will be produced.

Kayak Launch

This project has been on hold but is being revisited.

Signage Project

Approximately 42 stop signs were replaced with numerous others cleaned of lichens and grime to enhance their visibility. The work of identifying, prioritizing, replacing, and cleaning was accomplished by volunteers from Main Street, H'Cola, and the Forgotten Coast Cruisers.

Electric Car Charging Stations

The stations are now operational. Apalachicola is now the only site with public electric car charging stations between Panama City and Tallahassee. This pilot project by Duke Energy offered installation at no charge to the City. I continue to coordinate with NovaCharge, Duke's contractor on this project, in regard to signage, striping, reimbursements, and other issues.

New CRA Legislation

New state requirements focused on increased accountability and transparency go into effect on October 1. One of the new requirements deals with ADA accessibility of websites. I am working with Cindy Clark to make sure the CRA web page is updated to meet the new standards.

Official Population Estimate (Permanent Residents): April 1, 2019

Prepared by the University of Florida, Bureau of Economic & Business Research

JURISDICTION: **Apalachicola**

COUNTY: **Franklin County**

CENSUS POPULATION 4/1/2010	TOTAL POPULATION CHANGE	PRELIMINARY POPULATION ESTIMATE 4/1/2019	INMATE POPULATION 4/1/2019	PRELIMINARY POPULATION ESTIMATE LESS INMATES 4/1/2019
2,231	108	2,339	0	2,339

2,339 ← Your preliminary population estimate for April 1, 2019.

2,339 ← The preliminary population estimate for state revenue sharing use (FY 2020-2021).

Please mark the appropriate response below and return a copy of this form by **September 10, 2019**, and retain a copy for your files. Please return this form via **one** of the following methods:

- Email to RichardLDoty@ufl.edu (preferred method), or
- Postal mail using the postage paid envelope.

_____ I have reviewed this preliminary population estimate and consider it to be reasonably accurate.

Unless new information is presented to us which would affect your jurisdiction, this will become your official estimate on October 17, 2019.

_____ I have reviewed this preliminary population estimate and do not consider it to be reasonably accurate. I believe a more accurate estimate would be _____. I request that you reconsider your estimate.

Please provide any documentation or information that supports your request for a revised estimate.

Name

Signature

Date

Title

Email

Phone

_____ I wish to receive these estimates via email in the future.

If future correspondence should be sent to a **different person or address than we sent our letter to this year**, please print that information below. Otherwise, please leave this blank.

**APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: September 5, 2019**

SUBJECT: Proposed Legislative Agenda for the 2019-2020 Session

AGENDA INFORMATION:

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

BRIEF SUMMARY: The 2019-2020 Legislative Session is fast approaching, and staff is proposing that the attached issues comprise the City's 2019-2020 Legislative Program. The focus is on infrastructure including wastewater, storm water, drinking water and housing. Upon approval, staff and the City lobbyist will work with our legislative delegation to pursue the City initiatives. Committee work begins in September. Regular session convenes on January 14th and ends on March 13th.

RECOMMENDED MOTION AND REQUESTED ACTIONS: To Approve the City of Apalachicola Legislative Priorities for the 2019-2020 Session.

FUNDING SOURCE: Not Applicable

ATTACHMENTS: 2019-2020 Proposed Legislative Agenda

STAFF'S COMMENTS AND RECOMMENDATIONS: In the House, Representative Jason Shoaf has agreed to sponsor an Apalachicola Environmental Stewardship Bill with Representative Lorraine Ausley as a co-prime sponsor. Staff has met with both representatives as well as Representative Ausley's aide to strategize on a path forward. Senator Montford has once again agreed to sponsor the Bill in the Senate, and staff has met with his aides to discuss the issues as well. The City's lobbyist is in communication with Representatives Shoaf and Ausley, Senator Montford and their staffs, as well as Representative Raschein, whose successful Florida Keys Environmental Stewardship Act is the conceptual basis for our Bill. The proposed Legislative Agenda was presented in August with the hopes that final adoption will take place in September. If the Commission has other priorities, ideas, or issues that need to be added to the Legislative Agenda, please let staff know so that we can have it prepared for final adoption.

City of Apalachicola Legislative Agenda

2019-2020

Proposed priorities for the 2019-2020 legislative session are:

1. Submit local funding Initiative requests for water/waste water/storm water infrastructure projects.
2. Work with legislative staff to draft Apalachicola Environmental Stewardship Bill legislation that seeks funding for Area of Critical State Concern priorities. These include protecting water quality through upgraded waste water and storm water facilities and land acquisition.
3. Amend tourist impact tax statutes to address Apalachicola's unique situation as the only part of the County that remains an Area of Critical State Concern. Proposed statute amendments would require approval of a city-wide referendum, allow the Area of Critical State Concern City to retain 100% of revenue generated, and support the naming of a local municipal decision-making body. If a Tourist Impact Tax were implemented in the Apalachicola Area of Critical State Concern, approximately \$135,000 per year would be generated for affordable housing and infrastructure projects, derived from a 1% bed tax paid by visitors.
4. Request a change to Statute 379.361(5) removing the City of Apalachicola as Administrator of the Apalachicola Bay Oyster Harvesting License due to a lack of resources to properly administer the program.

**APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: September 5, 2019**

SUBJECT: 2019-2020 Annual Budget and Capital Improvement Plan Discussion

AGENDA INFORMATION:

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

BRIEF SUMMARY: TRIM is an acronym for the Truth in Millage Law, passed in 1980 by the Florida state legislature. The law is designed to keep the public informed about the proposed taxes of local taxing authorities. Resolution 2019-10 approved in July tentatively adopted a proposed millage rate for Fiscal Year 2019-2020 and set a tentative budget hearing for September 10th at 6:00 p.m. The Commission held two budget workshops, the first on August 13th and the second on August 27th, to review the proposed budget and discuss revisions. The Commission is scheduled to discuss the budget again at their September 5th meeting and make any final adjustments in preparation for the public hearing on September 10th. The Commission will then have approximately two weeks to make any final adjustments. The final public hearing and budget adoption is scheduled for September 24th.

RECOMMENDED MOTION AND REQUESTED ACTIONS: None at this time.

FUNDING SOURCE: Not Applicable

ATTACHMENTS: City Commission Budget Workshop Revisions

STAFF'S COMMENTS AND RECOMMENDATIONS: Attached is a spreadsheet detailing the changes made by the Commission during the two previous budget workshops. Two items carried over from the last budget workshop that requires further discussion is funding for the Recreation Committee and repayments to the CRA. It is important that the Commission let staff know if there are any other revisions that you would like to see made prior to the Budget Presentation at the September 10th Public Hearing. Following the public hearing, the Commission will have an additional two weeks to deliberate and make any final changes to the budget prior to the second public hearing and its scheduled adoption on September 24th.

City Commission Budget Workshop Revisions

General Fund

<u>Account Name</u>	<u>Revenue</u>	<u>Expense</u>	<u>Comment</u>
Total as Presented 8/8/19	\$ 4,370,400.00	\$ 4,370,400.00	
Legal Services - Governing Body		\$ 35,000.00	Accounts for Consolidation of Legal Expenses for Governing Body, Administration and Water
Legal Services - Administration		\$ (25,000.00)	Removes Legal Services from Administration and Transfers to Governing Body
Additional 1% Cost of Living Adjustment		\$ 13,100.00	Increase Cost of Living Adjustment from 2% to 3%
P&Z Vehicle Replacement - Capital Outlay		\$ (34,000.00)	Subject to EPCI Contract Amendment this Item may be Reduced
Storm Water Project - Public Works		\$ 10,900.00	Increased to Balance Reduction of Vehicle Replacement
Revised General Fund Totals	\$ 4,370,400.00	\$ 4,370,400.00	

Water and Sewer Fund

<u>Account Name</u>	<u>Revenue</u>	<u>Expense</u>	<u>Comment</u>
Total as Presented 8/8/19	\$ 2,196,000.00	\$ 2,196,000.00	
Legal Services - Water Department		\$ (10,000.00)	Removes Legal Services from Water and Transfers to Governing Body
Infrastructure Repairs - Water		\$ 10,000.00	Increases Infrastructure Repairs Line Item to Balance Reduction in Legal Services
Revised Water and Sewer Fund Totals	\$ 2,196,000.00	\$ 2,196,000.00	

Fund Totals After Revisions			
General Fund	\$ 4,370,400.00	\$ 4,370,400.00	
Water and Sewer Fund	\$ 2,196,000.00	\$ 2,196,000.00	
Revised Net Total All Funds	\$ 6,566,400.00	\$ 6,566,400.00	

**APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: September 5, 2019**

SUBJECT: Resolution 2019-14 Adopting the Statewide Mutual Aid Agreement

AGENDA INFORMATION:

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

BRIEF SUMMARY: Pamela Brownell, Director of Franklin County Emergency Management, requested that the City adopt the most recent revision to the Statewide Mutual Aid Agreement. A summary of the revisions and a copy of the Agreement are attached.

RECOMMENDED MOTION AND REQUESTED ACTIONS: To Adopt Resolution 2019-14 Adopting the Statewide Mutual Aid Agreement.

FUNDING SOURCE: Not Applicable

ATTACHMENTS: Resolution 2019-14 and Statewide Mutual Aid Agreement

STAFF'S COMMENTS AND RECOMMENDATIONS: Often in disasters, the event is likely to exceed the capability of any one local government to cope with the emergency with existing resources. However, other local governments may be able to help. The Emergency Management Act provides each local government the authority to enter into mutual aid agreements within the State for reciprocal emergency aid and assistance. In order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster the State of Florida requests that each City and County adopt the Statewide Mutual Aid Agreement.

RESOLUTION #2019-14

**A RESOLUTION ADOPTING THE
STATEWIDE MUTUAL AID AGREEMENT**

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS, the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS, this Resolution authorizes the request, provision, and receipt of Interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State.

NOW, THEREFORE, be it resolved by the City Commission for the City of Apalachicola that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

READ, APPROVED AND ADOPTED this 5th day of September, 2019.

Van W. Johnson Sr., Mayor

ATTEST:

I certify that the foregoing is an accurate copy of the Resolution adopted by the City Commission of the City of Apalachicola.

Deborah Guillotte, City Clerk

STATEWIDE MUTUAL AID AGREEMENT (SMAA)

INFORMATION SHEET

The Statewide Mutual Aid Agreement (SMAA) has been updated for 2018. To make sure that all of the counties are working under the most recent version of the agreement, the Florida Division of Emergency Management is requesting that all counties update their agreements to the 2018 version.

The 2018 update includes the following provisions:

Allowing the SMAA to be used for smaller events; no declaration of a state of emergency is needed for the agreement to be activated. This allows for a formal mutual aid process for the entities within Florida to use.

In using the SMAA for mutual aid, the requesting entity agrees to reimburse the assisting party per the terms of reimbursement in the SMAA. However, if the terms for reimbursement are to vary from the provisions of the SMAA, this needs to be specified via the Form B, and signed off by both parties prior to the assistance being rendered.

The SMAA automatically renews each year; only the contact information needs to be updated by using the Form C each year.

Signing the Agreement:

A copy of the SMAA with original signature should be submitted, or two if you need one signed by FDEM and returned for your records.

Counties should sign **PAGE 15** of the agreement.

Cities should sign **PAGE 16** of the agreement.

Educational Districts should sign **PAGE 17** of the agreement.

Community Colleges or State Universities should sign **PAGE 18** of the agreement.

Special Districts should sign **PAGE 19** of the agreement.

Authorities should sign **PAGE 20** of the agreement.

Native American Tribes should sign **PAGE 21** of the agreement.

Community Development Districts should sign **PAGE 22** of the agreement.

REQUIRED Documentation to Accompany the Agreement:

A cover letter stating an address to send the copy of the agreement back for your records.

A completed copy of Form C, **PAGE 23** of the agreement. Form C should be updated annually or as elections or appointments occur.

A Certificate of Liability Insurance or Resolution of Self Insurance.

Signed Agreements should be sent to:

Florida Division of Emergency Management

ATTN: Alonna Vinson

Bureau of Response, Logistics Section

2555 Shumard Oak Blvd

Tallahassee, FL 32399

FDEM Contact Information:

Alonna Vinson
Mutual Aid Branch Director & EMAC Coordinator
Bureau of Response | Logistics Section
Alonna.Vinson@em.myflorida.com
O: 850-815-4280
C: 850-901-8456



STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

RON DESANTIS
Governor

JARED MOSKOWITZ
Director

STATEWIDE MUTUAL AID AGREEMENT

This Agreement is between the FLORIDA DIVISION OF EMERGENCY MANAGEMENT ("Division") and the local government signing this Agreement (the "Participating Parties"). This agreement is based on the existence of the following conditions:

A. The State of Florida is vulnerable to a wide range of disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.

B. Such disasters are likely to exceed the capability of any one local government to cope with the emergency with existing resources.

C. Such disasters may also give rise to unusual technical needs that the local government may be unable to meet with existing resources, but that other local governments may be able to offer.

D. The Emergency Management Act, Chapter 252, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted, and through such agreements to ensure the timely reimbursement of costs incurred by the local governments which render such assistance.

E. Pursuant to Chapter 252, the Division has the authority to coordinate assistance between local governments during emergencies and to concentrate available resources where needed.

Based on the existence of the foregoing conditions, the parties agree to the following:

ARTICLE I.

Definitions. As used in this Agreement, the following expressions shall have the following meanings:

A. The "Agreement" is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement ("SMAA").

B. The "Division" is the Division of Emergency Management

C. The "Participating Parties" to this Agreement are the Division and any and all special districts, educational districts, and other local and regional governments signing this Agreement.

D. The "Requesting Parties" to this Agreement are Participating Parties who request assistance during an emergency.

E. The "Assisting Parties" to this Agreement are Participating Parties who render assistance in an emergency to a Requesting Party.

F. The "State Emergency Operations Center" is the facility designated by the State Coordinating Officer to manage and coordinate assistance to local governments during an emergency.

G. The "Comprehensive Emergency Management Plan" is the biennial Plan issued by the Division in accordance with § 252.35(2)(a), Florida Statutes.

H. The "State Coordinating Officer" is the official whom the Governor designates, by Executive Order, to act for the Governor in responding to a disaster, and to exercise the powers of the Governor in accordance with the Executive Order, Chapter 252, Florida Statutes, and the State Comprehensive Emergency Management Plan.

I. The "Period of Assistance" is the time during which any Assisting Party renders assistance to any Requesting Party in an emergency, and shall include both the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return them to their place of origin or to the headquarters of the Assisting Party.

J. A "special district" is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), Florida Statutes, regardless of whether established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.

K. An “educational district” is any school district within the meaning of section 1001.30, Florida Statutes and any community school and state university within the meaning of section 1000.21, Florida Statutes.

L. An “interlocal agreement” is any agreement between local governments within the meaning of section 163.01(3)(a), Florida Statutes.

M. A “local government” is any educational district or any entity that is a “local governmental entity” within the meaning of section 11.45(1)(e), Florida Statutes.

N. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act.

ARTICLE II.

Applicability of the Agreement. A Participating Party may request assistance under this Agreement for a “major” or “catastrophic disaster” as defined in section 252.34, Florida Statutes. If the Participating Party has no other mutual aid agreement that covers a “minor” disaster or other emergencies too extensive to be dealt with unassisted, it may also invoke assistance under this Agreement for a “minor disaster” or other such emergencies.

ARTICLE III.

Invocation of the Agreement. In the event of an emergency or threatened emergency, a Participating Party may invoke assistance under this Agreement by requesting it from any other Participating Party, or from the Division if, in the judgment of the Requesting Party, its own resources are inadequate to meet the emergency.

A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the County Emergency Management Agency of the Requesting Party, unless the State Emergency Operations Center has been activated in response to the emergency for which assistance is requested.

B. All requests for assistance under this Agreement shall be transmitted by County Emergency Management Agency of the Requesting Party to either the Division, or to another Participating Party. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.

C. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate, and shall coordinate the activities of the Assisting Parties so as to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

D. Nothing in this Agreement shall be construed to allocate liability for the costs of personnel, equipment, supplies, services and other resources that are staged by the Division, or by other agencies of the State of Florida, for use in responding to an emergency pending the assignment of such personnel, equipment, supplies, services and other resources to an emergency support function/mission. The documentation, payment, repayment, and reimbursement of all such costs shall be rendered in accordance with the Comprehensive Emergency Management Plan, and general accounting best practices procedures and protocols.

ARTICLE IV.

Responsibilities of Requesting Parties. To the extent practicable, all Requesting Parties seeking assistance under this Agreement shall provide the following information to the Division and the other Participating Parties. In providing such information, the Requesting Party may use Form B attached to this Agreement, and the completion of Form B by the Requesting Party shall be deemed sufficient to meet the requirements of this Article:

A. A description of the damage sustained or threatened;

B. An identification of the specific Emergency Support Function or Functions for which such assistance is needed;

C. A description of the specific type of assistance needed within each Emergency Support Function;

D. A description of the types of personnel, equipment, services, and supplies needed for each specific type of assistance, with an estimate of the time each will be needed;

E. A description of any public infrastructure for which assistance will be needed;

F. A description of any sites or structures outside the territorial jurisdiction of the Requesting Party needed as centers to stage incoming personnel, equipment, supplies, services, or other resources;

G. The place, date and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and

H. A technical description of any communications or telecommunications equipment needed to ensure timely communications between the Requesting Party and any Assisting Parties.

ARTICLE V.

Responsibilities of Assisting Parties. Each Participating Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources and capabilities can render assistance. If a Participating Party which has received a request for assistance under this Agreement determines that it has the capacity to render some or all of such assistance, it shall provide the following information to the Requesting Party and shall transmit it without delay to the Requesting Party and the Division. In providing such information, the Assisting Party may use Form B attached to this Agreement, and the completion of Form B by the Assisting Party shall be deemed sufficient to meet the requirements of this Article:

A. A description of the personnel, equipment, supplies and services it has available, together with a description of the qualifications of any skilled personnel;

B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;

C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services at the date, time and place specified by the Requesting Party;

D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties; and

E. The names of all personnel whom the Assisting Party designates as Supervisors.

F. The estimated costs of the provision of assistance (use FEMA's Schedule of Equipment Rates spreadsheet attached to Form B.)

ARTICLE VI.

Rendition of Assistance. After the Assisting Party has delivered its personnel, equipment, supplies, services, or other resources to the place specified by the Requesting Party, the Requesting Party shall give specific assignments to the Supervisor(s) of the Assisting Party, who shall be responsible for directing the performance of these assignments. The Assisting Party shall have authority to direct the manner in which the assignments are performed. In the event of an emergency that affects the Assisting Party, all personnel, equipment, supplies, services and other resources of the Assisting Party shall be subject to recall by the Assisting Party upon not less than five (5) calendar days' notice or, if such notice is impracticable, as much notice as is practicable under the circumstances.

A. For operations at the scene of *catastrophic* and *major* disasters, the Assisting Party shall to the fullest extent practicable give its personnel and other resources sufficient equipment and supplies to make them self-sufficient for food, shelter, and operations unless the Requesting Party has specified the contrary. For *minor* disasters and other emergencies, the Requesting Party shall be responsible to provide food and shelter for the personnel of the Assisting Party unless the Requesting Party has specified the contrary. In its request for assistance the Requesting Party may specify that Assisting Parties send only self-sufficient personnel or self-sufficient resources.

B. Unless the Requesting Party has specified the contrary, it shall to the fullest extent practicable,

coordinate all communications between its personnel and those of any Assisting Parties, and shall determine all frequencies and other technical specifications for all communications and telecommunications equipment to be used.

C. Personnel of the Assisting Party who render assistance under this Agreement shall receive their usual wages, salaries and other compensation, and shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. If personnel of the Assisting Party hold local licenses or certifications limited to the county or municipality of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the support.

ARTICLE VII.

Procedures for Reimbursement. Unless the Division or the Assisting Party, as the case may be, state the contrary in writing, the ultimate responsibility for the reimbursement of costs incurred under this Agreement shall rest with the Requesting Party, subject to the following conditions and exceptions:

A. In accordance with this Agreement, the Division shall pay the costs incurred by an Assisting Party in responding to a request that the Division initiates on its own, and not for another Requesting Party.

B. An Assisting Party shall bill the Division or other Requesting Party as soon as practicable, but not later than thirty (30) calendar days after the Period of Assistance has closed. Upon the request of any of the concerned Participating Parties, the State Coordinating Officer may extend this deadline for cause.

C. If the Division or the Requesting Party protests any bill or item on a bill from an Assisting Party, it shall do so in writing as soon as practicable, but in no event later than thirty (30) calendar days after the bill is received. Failure to protest any bill or billed item in writing within thirty (30) calendar days shall constitute agreement to the bill and the items on the bill and waive the right to contest the bill.

D. If the Division protests any bill or item on a bill from an Assisting Party, the Assisting Party shall have thirty (30) calendar days from the date of protest to present the bill or item to the original

Requesting Party for payment, subject to any protest by the Requesting Party.

E. If the Assisting Party cannot reach a mutual agreement with the Division or the Requesting Party to the settlement of any protested bill or billed item, the Division, the Assisting Party, or the Requesting Party may elect binding arbitration to determine its liability for the protested bill or billed item in accordance with Section F of this Article.

F. If the Division or a Participating Party elects binding arbitration, it may select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

G. The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Department, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties, and shall be final.

H. If the Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance. All requests to the Federal Emergency Management Agency (FEMA) for the reimbursement of costs incurred by any Participating Party shall be made by and through the Division.

I. If FEMA denies any request for reimbursement of costs which the Division has already advanced to an Assisting Party, the Assisting Party shall repay such costs to the Division, but the Division may waive such repayment for cause.

ARTICLE VIII.

Costs Eligible for Reimbursement. The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.

B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA' s Schedule of Equipment Rates (attached to Form B) , or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.

C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida Office of Management and Budget. Upon reasonable notice, the Assisting Party shall make its records available to the Division and the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX.

Insurance. Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall file with the Division a certificate issued by the insurer attesting to such coverage.

B. Any Participating Party that elects additional insurance affording liability coverage for any

activities that may be performed under the authority of this Agreement shall file with the Division a certificate issued by the insurer attesting to such coverage.

C. Any Participating Party that is self-insured with respect to any line or lines of insurance shall file with the Division copies of all resolutions in current effect reflecting its determination to act as a self-insurer.

D. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.

E. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties, and shall not be deemed to be the agent of any other Participating Party.

F. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.

G. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.

ARTICLE X.

General Requirements. Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

A. To the extent that assistance under this Agreement is funded by State funds, the obligation of any statewide instrumentality of the State of Florida to reimburse any Assisting Party under this Agreement is contingent upon an annual appropriation by the Legislature.

B. All bills for reimbursement under this Agreement from State funds shall be submitted in detail sufficient for auditing purposes. To the extent that such bills represent costs incurred for travel, such bills shall be submitted in accordance with section 112.061, Florida Statutes, and any applicable

requirements for the reimbursement of state employees for travel costs.

C. All Participating Parties shall allow public access to all documents, papers, letters or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.

D. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.

E. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.

F. Any communication to the Division under this Agreement shall be sent to the Director, Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100. Any communication to any other Participating Party shall be sent to the official or officials specified by that Participating Party on Form C attached to this Agreement. For the purpose of this Section, any such communication may be sent by the U.S. Mail, e-mail, or by facsimile.

ARTICLE XI.

Effect of Agreement. Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, and responsibilities and obligations of that Participating Party under that agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under that agreement, regardless of whether billed or unbilled.

B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under that agreement, but such termination shall not affect the liability of the

Participating Party for the reimbursement of any costs due under that agreement, regardless of whether billed or unbilled.

C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.

D. Unless superseded by the execution of this Agreement in accordance with Section A of this Article, the Statewide Mutual Aid Agreement of 1994 shall terminate and cease to have legal existence after June 30, 2001.

E. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before that date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.

F. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division, and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with Section E of this Article.

ARTICLE XII.

Interpretation and Application of Agreement. The interpretation and application of this Agreement shall be governed by the following conditions:

A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.

B. Time shall be of the essence of this Agreement, and of the performance of all conditions,

obligations, duties, responsibilities, and promises under it.

C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.

D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Party may be required to execute the Agreement with the adopted changes. Your continued or subsequent use of this Agreement following the posting of minor changes to this Agreement will mean you accept those changes.

E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: On February 26, 2018, this Agreement was modified by the Division of Emergency Management. This document replaces the August 20, 2007 edition of the Statewide Mutual Aid Agreement; however, any and all Agreements previously executed shall remain in full force and effect. Any local government, special district, or educational institution which has yet to execute this Agreement should use the February 26, 2018 edition for the purposes of becoming a signatory.

IN WITNESS WHEREOF, the Participating Parties have duly executed this Agreement on the date specified below:

FOR ADOPTION BY A CITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Director

Date: _____

ATTEST:
CITY CLERK

By: _____

Title: City Clerk

CITY OF Apalachicola
STATE OF FLORIDA

By: _____

Title: Mayor

Date: September 5, 2019

Approved as to Form:

By: _____
City Attorney

FORM C

CONTACT INFORMATION FOR AUTHORIZED REPRESENTATIVES

Name of Government: City of Apalachicola
Mailing Address: 192 Coach Wagoner Boulevard
Apalachicola, FL 32320

Authorized Representative Contact Information

Primary Authorized Representative

Name: Ron Nalley
Title: City Manager
Address: 192 Coach Wagoner Boulevard
Day Phone: (850) 653-9319 Night Phone: (828) 747-2110
Facsimile: (850) 653-2205 Email: rnalley@cityofapalachicola.com

1st Alternate Authorized Representative

Name: Bobby Varnes
Title: Police Chief
Address: 127 Avenue E, Apalachicola, FL 32320
Day Phone: (850) 370-6050 Night Phone: (850) 370-6050
Facsimile: (850) 653-3886 Email: bobbyvarnesjr@yahoo.com

2nd Alternate Authorized Representative

Name: Lizette Dearing
Title: Police Administrative Assistant
Address: _____
Day Phone: (850) 653-9755 Night Phone: (850) 653-5244
Facsimile: (850) 653-3886 Email: lizette@gtcom.net

*****PLEASE UPDATE AS ELECTIONS OR APPOINTMENTS OCCUR*****

**APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: September 5, 2019**

SUBJECT: Resolution 2019-13 – Creating a Census 2020 Complete County Committee for the City of Apalachicola

AGENDA INFORMATION:

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

BRIEF SUMMARY: The United States of America has performed a nationwide census every ten years since 1790. The more informed that residents become about the 2020 Census operations, the better their understanding of the census process becomes, thus increasing their willingness to participate. An accurate Census is essential to meeting the future funding needs of the City of Apalachicola. One method to increase awareness in the community is establishing a Census 2020 Complete County Committee. The committee will discuss and formulate strategies and techniques to enhance and increase the response rate to the Census.

RECOMMENDED MOTION AND REQUESTED ACTIONS: To Adopt Resolution 2019-13 – Creating a Census 2020 Complete County Committee for the City of Apalachicola.

FUNDING SOURCE: Not Applicable

ATTACHMENTS: Resolution 2019-13 and 2020 Census Complete Count Committee Guide

STAFF'S COMMENTS AND RECOMMENDATIONS: The goal of the Complete County Committee is to help educate the community and increase the response rate to Census 2020. A complete count is vital to the City of Apalachicola. Its accuracy affects not only political representation but whether adequate funding is disbursed to where it is needed the most in areas ranging from public safety to health insurance to education. Federal funds, grants and support to states, counties and communities are based on population totals and breakdowns by sex, age, race and other factors. Apalachicola benefits the most when the census counts everyone.

RESOLUTION #2019-13

A RESOLUTION CREATING A CENSUS 2020 COMPLETE COUNT COMMITTEE TO PLAN AND CONDUCT LOCAL EDUCATIONAL INITIATIVES, PUBLICITY AND PROMOTIONAL ACTIVITIES TO INCREASE COMMUNITY AWARENESS AND PARTICIPATION IN THE 2020 CENSUS

WHEREAS, the United States of America had performed a nationwide census every ten years since 1790, with the last census being in 2010; and

WHEREAS, an accurate census is essential for allocation of representatives to serve in the legislative bodies of the U.S. House of Representatives, the Florida State Legislature, and within the City of Apalachicola and Franklin County districts; and

WHEREAS, accurate census information is critical to planning for future growth, development, and social needs of the City of Apalachicola and Franklin County; and

WHEREAS, the more informed that residents become about the 2020 census operations, the better their understanding of the census process becomes, thus increasing their willingness to participate in the 2020 Census; and

WHEREAS, the Census Bureau is not permitted to publicly release responses furnished by any individual, or on behalf of an individual, or release information to other government agencies, including the Internal Revenue Service, the Immigration and Naturalization Service, law enforcement agencies or welfare agencies. In addition, per the Federal Cybersecurity Enhancement Act of 2015, census data is protected from cybersecurity risks through screening of the systems that transmit this data; and

WHEREAS, the purpose of the Complete Count Committee will be to advise and assist the City of Apalachicola in obtaining the most accurate and complete population count for Census 2020 by increasing the number of City responses through a focused, structured neighbor-to-neighbor program. The committee will also utilize the local knowledge, expertise and influence of each committee member to design and implement a census awareness campaign targeted to the Apalachicola community.

THEREFORE, BE IT HEREBY RESOLVED By the City Commission of the City of Apalachicola, Florida that;

1. A Census 2020 Complete Committee is hereby established to advise and assist the City of Apalachicola in obtaining the most accurate and complete population count for Census 2020.
2. The Committee shall discuss and formulate strategies and techniques, working with City staff and census bureau officials, to enhance and increase the response rate to Census 2020. The committee shall be responsible for planning and conducting local education initiatives, and for preparing of obtaining posters, flyers and handouts for use by the media and others. The Committee will also prepare materials for public service announcements on radio and social media.
3. The Committee shall consist of representatives from _____
The City of Apalachicola and Franklin County shall appoint a staff member to serve on said committee. *(Committee should include a broad spectrum of government and community leaders from education, business, healthcare, and other community organizations. For example – the County, Chamber of Commerce, Hospital, School System, and Faith-Based Organization).*
4. The Committee members shall serve from September 2019 through and including June 2020 at which time the Committee, having completed its work, shall dissolve, unless extended by the City Commission. No resolution dissolving or rescinding the committee is necessary.
5. Meetings – The Committee shall meet at least every three months (quarterly) but may meet more often as needed.

READ, APPROVED AND ADOPTED THIS 5th DAY OF SEPTEMBER, 2019.

ATTEST:

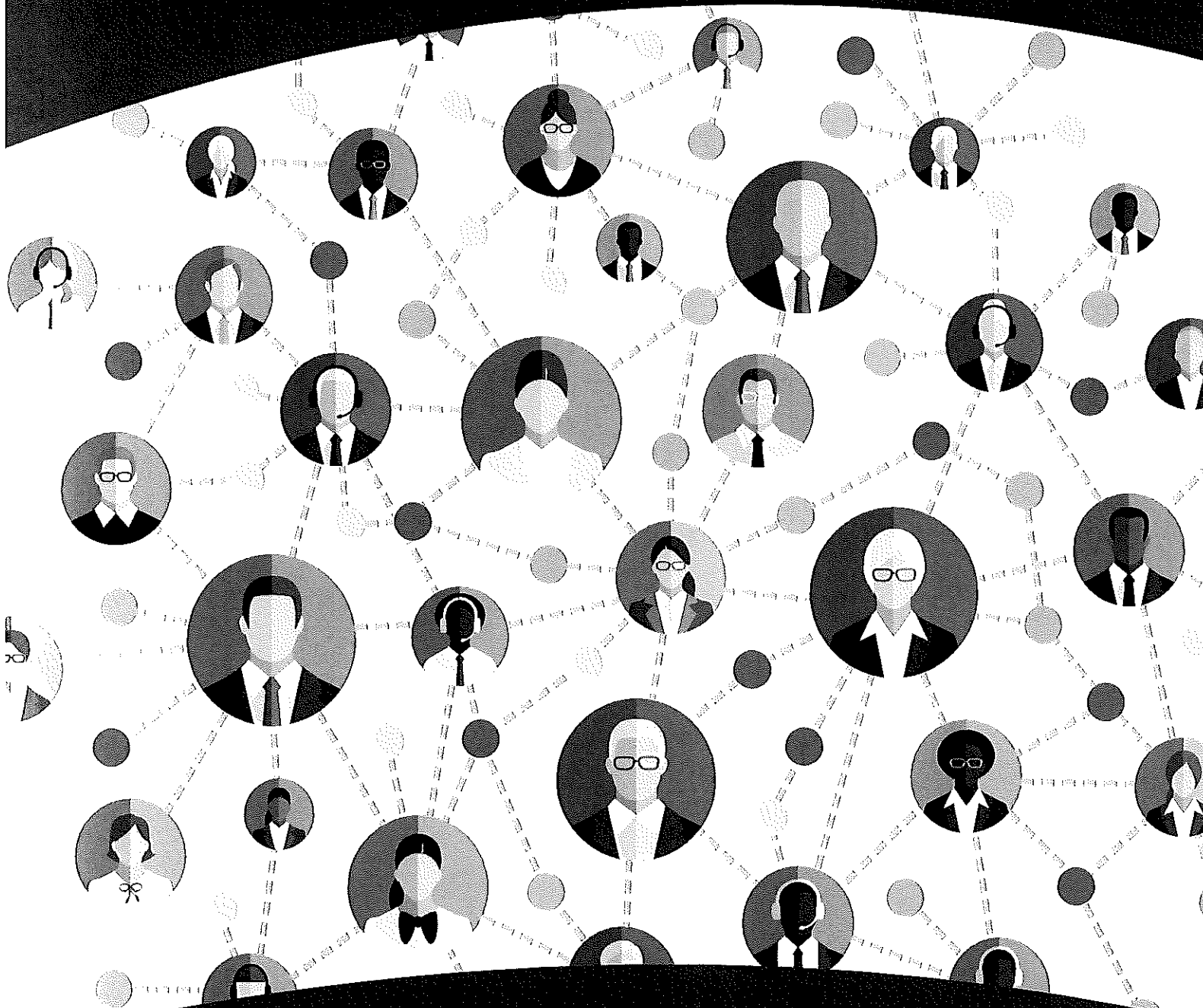
Deborah Guillotte, City Clerk

Van W. Johnson Sr., Mayor

2020 Census Complete Count Committee

Guide

D-1280(RV)



United States[®]
Census
Bureau

United States[®]
Census
2020

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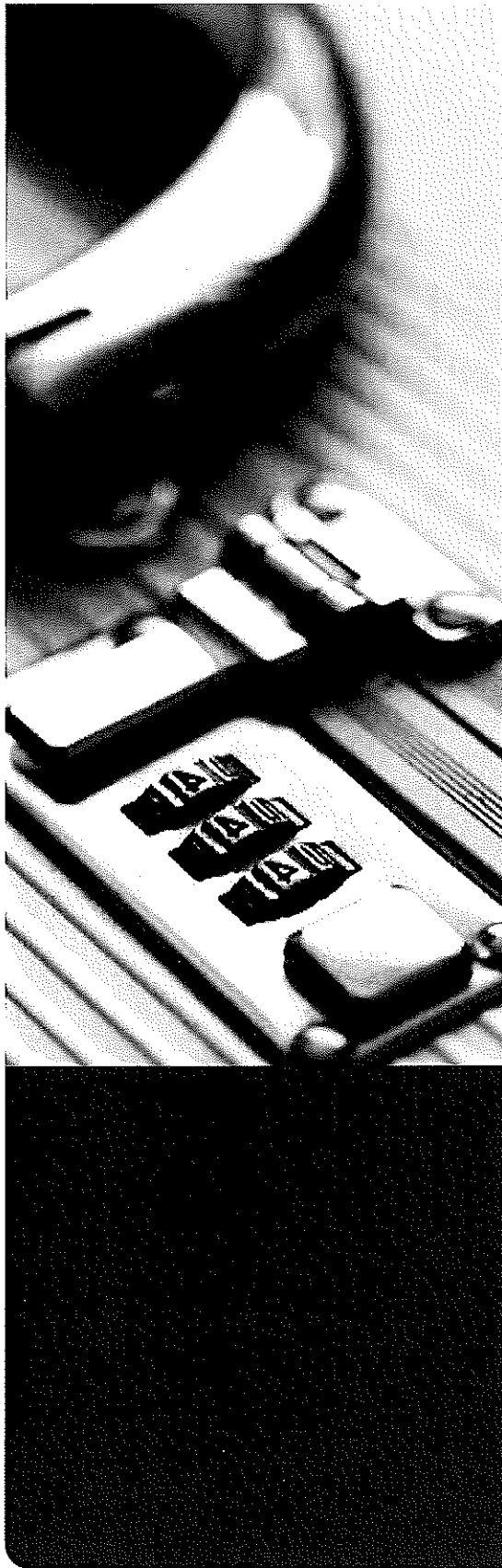


HOW ARE CENSUS DATA USED?

Census data are widely and wisely used.

Census data are used in many ways. Some examples include:

- Distribution of more than \$675 billion annually in federal funds back to tribal, state, and local governments.
- Redistricting of state legislative districts.
- Forecasting future transportation needs for all segments of the population.
- Determining areas eligible for housing assistance and rehabilitation loans.
- Assisting federal, tribal, state, and local governments in planning and implementing programs, services, and emergency response.
- Designing facilities for people with disabilities, the elderly, and children.



ARE CENSUS DATA REALLY CONFIDENTIAL?

ABSOLUTELY!

All responses to Census Bureau surveys and censuses are confidential and protected under Title 13 of the U.S. Code. Under this law, the Census Bureau is required to keep respondent information confidential. We will never share a respondent's personal information with immigration enforcement agencies, like ICE; law enforcement agencies, like the FBI or police; or allow it to be used to determine their eligibility for government benefits. The results from any census or survey are reported in statistical format only.

Individual records from the decennial censuses are, by law (Title 44, U.S. Code), confidential for 72 years.

In addition, under Title 13, U.S. Code, all Census Bureau employees swear a lifetime oath to protect respondent data. It is a felony for any Census Bureau employee to disclose any confidential census information during or after employment, and the penalty for wrongful disclosure is up to 5 years imprisonment and/or a fine of \$250,000.

There are three kinds of Complete Count Committees (other than the State Level CCC):

- Tribal.
- State and local government (regional, county, city, or town).
- Community.

A Complete Count Committee should be formed to:

- Increase the self-response rate for households responding online, by phone, or mailing back their questionnaire through a focused, structured, neighbor-to-neighbor program.
- Utilize the local knowledge, expertise, and influence of each Complete Count Committee member to design and implement a census awareness campaign targeted to the community.
- Bring together a cross section of community members whose focus is 2020 Census awareness.

Let's take a look at these and review the differences between the common types and sizes.

Tribal and Government Complete Count Committees

Complete Count Committees are usually formed by the highest elected official in that jurisdiction, such as a tribal leader, a mayor, county commissioner, or regional chairman. The highest elected official may appoint a chair of the CCC and may then appoint members of the community to serve as members of the CCC. Members appointed could be representative of a cross section of the community, be willing and able to serve until the census is over, and help implement a creative outreach campaign in areas that may pose a challenge in 2020. Members could include persons from the areas of education, media, business, religion, philanthropy, and community groups. Most local government CCCs are small to medium size, depending on the jurisdiction. A town may have a small committee with only 3–5 members, while a city may be medium to large size with anywhere from 10 to more than 100 members, depending the size of the city or tribe.

Since state, county, and regional CCCs cover a larger geography, they tend to be larger in size, with 20–50 members. The size and number of members depends on what works best for each jurisdiction and what will make the most effective and successful

committee. Mayors, county commissioners, and heads of regional boards understand the importance of getting a complete and accurate census count and how census data impact their communities. In previous censuses, the most productive government CCCs had a subcommittee structure. Examples of subcommittees and what they do are covered under “What Is the Subcommittee Structure of a CCC?”

Examples of Tribal and Government Complete Count Committee Strategies

Nationwide, there were over 10,000 Complete Count Committees formed with the Census Bureau during the 2010 Census and the majority of them were local government committees. Here are some of the strategies that worked for them:

- Allocate/obtain funds for the CCC and assign a staff person to work with the committee.
- Set clear, achievable goals and objectives.
- Identify areas of the community that may need extra efforts, either a geographical area or a population group that might be hard to count.
- Use a “grassroots” approach working with community-based organizations and groups who have direct contact with households who may be hard to count.
- Create promotional materials and products customized for the local area.
- Implement special events such as Census Day “Be Counted” parades.
- Build awareness of the census and its benefits and motivate response through social media, newsletters, and other communications.

Sample Activities of Tribal and Government Complete Count Committees

2018–2019

- Develop a list of barriers, groups, or concerns that might impede the progress of the 2020 Census in your local area, such as recent immigrants, non-English speaking groups, high crime areas, and areas with gated communities.
- Create ways to dispel myths and alleviate fears about the privacy and confidentiality of census data.

Here are some suggestions that worked for them:

- Set clear achievable goals and objectives.
- Identify what the committee will focus on. Some examples include increasing the response rate in public housing communities among cultural/ethnic groups in your area or among students in colleges/universities, outreach and promotion to youth and elderly in the community, or a global approach if no other CCCs are in the area.
- Develop an action plan that includes activities and events which will support your efforts and help you meet your goals and objectives.
- Create promotional materials that appeal to your community.
- Implement special events that will generate interest and participation in the census.
- Use social media to engage your community.

Sample Activities of Community Complete Count Committees

2018-2019

- Make a list of community-based organizations in your area. Hold a meeting with leaders of the organizations and solicit their help in creating a census awareness campaign targeted to community members.
- Host a Census Solutions Workshop with other community-based organizations in your area to come up with innovative and engaging ways to reach your communities.
- Check the community calendar in your area for events. Contact organizations to see if you can have a census table to pass out census materials to increase awareness.
- Plan and solicit sponsors for a "Census Day/Night Street Festival" in late 2019. Think of creative games or activities where census information can be incorporated.

- Develop a 2019 Census Activity Calendar, ask organizations to choose a month in which they will sponsor census activities or promote census awareness.
- Ask organizations to include a census article or message in all of their publications and social media channels from April 2019 to July 2020.

January-March 2020

- Encourage organizations to include 2020 Census on the agenda of their meetings, workshops, or conferences.
- Distribute/post on social media fliers announcing the invitation to respond to the census at busy locations in the community.
- Make public statements of support and the importance of participating in the 2020 Census.

April 2020

- Encourage households to complete the questionnaire online, by phone, or by mail.
- Plan a Census Day event to motivate the community response.
- Look online or check with your census contact person about response rates for your community. If rates are low, plan special events or activities to motivate individuals to respond.
- Remind households if they didn't respond online, by phone, or mail their questionnaire back, a census worker may come to their home. Encourage households to cooperate with census workers.

May 2020

- Continue to encourage community individuals to cooperate with census workers.
- Evaluate what worked best for your community and briefly report this information to your census contact.
- Celebrate your success and thank all those involved in making it happen.



WHEN SHOULD A COMPLETE COUNT COMMITTEE ORGANIZE?

Get Organized RIGHT NOW!

Although the 2020 Census may seem a ways off, the census awareness campaign should start TODAY. The 2020 Census jobs are being advertised. Households will begin to experience, by the end of 2019, some type of census operation such as address listing. These operations are necessary to verify the accuracy and location of each address in the United States.

The immediate formation of a CCC will ensure that local households are kept abreast of the various census operations before the information is nationally circulated.

The more informed households are about the 2020 Census operations, the better their understanding of the census process becomes, thus increasing their willingness to be a part of the successful enumeration in 2020.

expertise, influence, and experience in the area of the respective committee. Committees that invest time, resources, and energy in this project are more productive and successful.

Recruiting subcommittee—Disseminates information about census job openings for the 2020 Census. Information will include the number of jobs available and types of jobs available.

Government subcommittee—Assists in all activities between the Census Bureau and the local government, such as participation in decennial geography programs and identifying other resources for CCC activities.

Education subcommittee—Facilitates census awareness for local schools from prekindergarten through twelfth grade, as well as postsecondary education institutions in the area. May also encourage school administrators, teachers, and students to use Statistics in Schools materials.

Faith-based subcommittee—Creates and coordinates activities and materials that can be

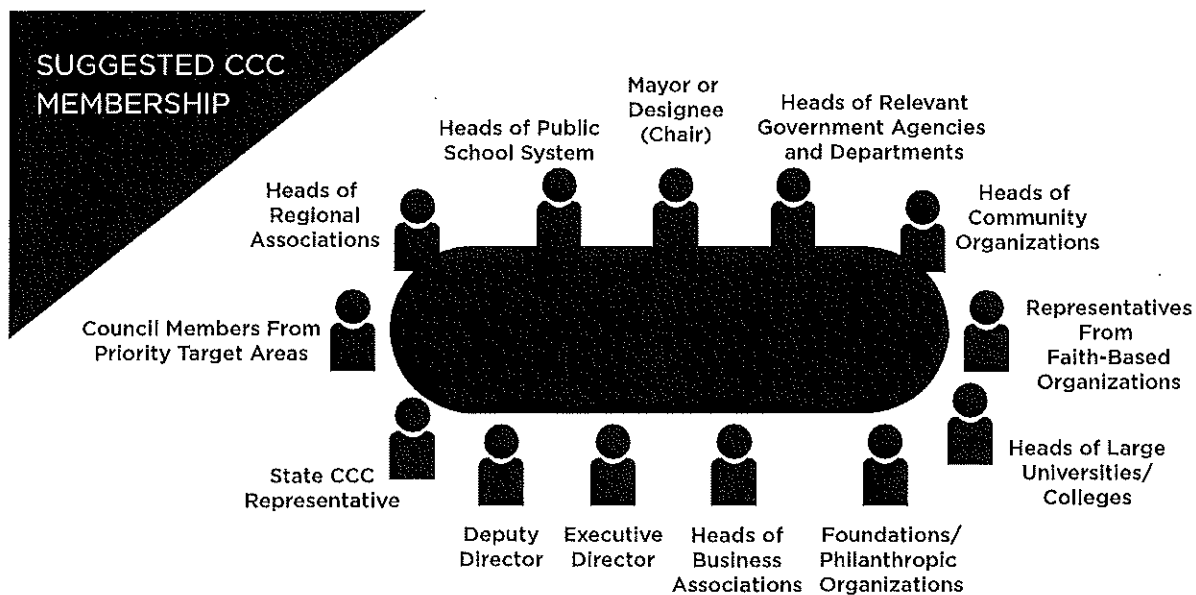
used by any local faith-based institution in the promotion of the 2020 Census awareness and participation.

Media subcommittee—Facilitates ways to get the census message to all community households, using all available sources such as local newspapers, newsletters, fliers, local festivals, billboards, social media, radio, and television.

Community-based organizations subcommittee—Collaborates with community organizations to inform individuals of the importance of participating in the 2020 Census and the benefits derived from census data.

Business subcommittee—Creates and coordinates activities that involve businesses in census awareness, such as distribution of census information and census messages on packaging (grocery bags) and the inclusion of the census logo and message on sales promotion materials.

Figure 1.
Suggested CCC Membership



*Partnership Specialist Is advisor and Census Bureau liaison to Municipal CCCs



SUMMARY: THE BENEFITS OF COMPLETE COUNT COMMITTEES

CCCs speak the language of and know the pulse of its community, therefore establishing an information highway that even the internet cannot rival—neighbor informing neighbor.

The CCCs will help ensure an accurate 2020 Census count.

The CCCs gain valuable knowledge about the census process at the local level and develop a plan to impart that knowledge to each and every household as only neighbors and fellow stakeholders can do.

The CCCs help maximize participation and response rates by increasing awareness throughout the 2020 Census.

APPENDIX B:

UNDERSTANDING THE LANGUAGE OF THE 2020 CENSUS

GLOSSARY

The 2020 Census From A to Z

A

Address Canvassing

The Address Canvassing program implements methods to improve and refine the U.S. Census Bureau's address list in advance of the 2020 Census enumeration. The Census Bureau needs the address and physical location of each living quarter in the United States and Puerto Rico to conduct and tabulate the census. An accurate list ensures that residents will be invited to participate in the census and that the census counts residents in the correct location.

American Community Survey (ACS)

A monthly sample household survey conducted by the Census Bureau to obtain information similar to the long-form census questionnaire. The ACS is sent to a small percentage of the U.S. population on a rotating basis. First tested in 1995, it replaced the long form for the 2010 Census. Since 2004, ACS has provided annual data for social and economic characteristics for many geographic areas and population groups.

Area Census Office (ACO)

A temporary office established to oversee census operations in a specific area. These operations include address listing field work, local recruiting, and visiting households to conduct the 2020 Census.

C

Census Bureau

An agency within the U.S. Department of Commerce and the country's preeminent statistical collection and dissemination agency. It publishes a wide variety of statistical data about people, housing, and the economy of the nation. The Census Bureau conducts approximately 200 annual surveys, conducts the

decennial census of the U.S. population and housing, the quinquennial economic census, and the census of governments.

Census Day

The reference date for collection of information for a census. For the decennial census, this has been April 1 of the decade year (year ending with zero) since the 1930 Census. April 1, 2020, is the reference date, Census Day, for the 2020 Census.

Census Information Center (CIC)

The CIC program was established in 1988, when the Census Bureau and the National Urban League entered into a joint agreement to create a pilot project to make census data and information available to minority communities. Over the next 2 years, the Census Bureau added four additional organizations to the pilot program; the National Council of La Raza, the Asian and Pacific Islander American Health Forum, Americans for Indian Opportunity, and the Southwest Voter Research Institute (now the William C. Velasquez Institute).

In 2000, the CIC network became an official Census Bureau program. That year, the Census Bureau expanded the network to a total of 59 organizations.

Census Solutions Workshop

A Census Solutions Workshop is a creative, collaborative, problem-solving event that brings together diverse thinkers. The Census Solutions Workshop is specifically geared to generate new ways of communicating the importance of census data, reaching hard-to-count populations, and encouraging participation in Census Bureau surveys and programs.

N

Nonresponse (NR)

A housing unit for which the Census Bureau does not have a completed questionnaire and from which the Census Bureau did not receive a telephone or Internet response.

Nonresponse Followup (NRFU)

A field operation designed to obtain a completed interview from households where a self-response was not received. Enumerators will make personal visits to these households to obtain completed interviews. The enumerator will collect respondents' answers to interview questions or information about the status of the housing unit (for example, vacant or nonexistent). If all attempts to contact the individuals of a household are unsuccessful, an enumerator will obtain as much information as possible about the household from a neighbor, building manager, or another reliable source.

P

Partner

A partner is a group or individual that commits to participate in some way with census activities.

Partnership

An agreement with tribal, state, and local governments, national organizations, and community groups (faith-based organizations, businesses, media, schools, etc.) that allows their active participation in various census activities.

Partnership Specialist

The Partnership Specialist takes a lead role in outreach and promotional efforts before and during census operations. Their main duties are increasing awareness and outreach in communities and gaining cooperation and participation from those communities.

Privacy Act

The Privacy Act of 1974 requires that each federal agency advise respondents of their rights. Specifically, every respondent must know under what law the information is being collected, how the information will be used, whether he or she must answer the questions, and the consequences of not answering the questions.

R

Regional Census Center (RCC)

One of six temporary Census Bureau offices established to manage census field office and local census office activities and to conduct geographic programs and support operations.

Regional Office (RO)

One of six permanent Census Bureau offices that direct and advise local census offices for the 2020 Census. The Regional Office also conducts some one-time and ongoing Census Bureau surveys, such as the Current Population Survey (CPS), which is used to publish unemployment figures each month, and the American Community Survey (ACS), a nationwide survey designed to obtain information similar to long-form data and to provide communities a fresh, more current look at how they are changing.

Respondent

The person who answers the Census Bureau's questions about his or her living quarters and its occupants. The respondent is usually the member of the household who owns or rents the living quarters.

Response Outreach Area Mapper (ROAM)

A Web mapping application developed to make it easier to identify hard-to-count areas and to provide a socioeconomic and demographic characteristic profile of these areas using American Community Survey estimates available in the Census Bureau Planning Database, available at <www.census.gov/roam>.

S

Self-Response

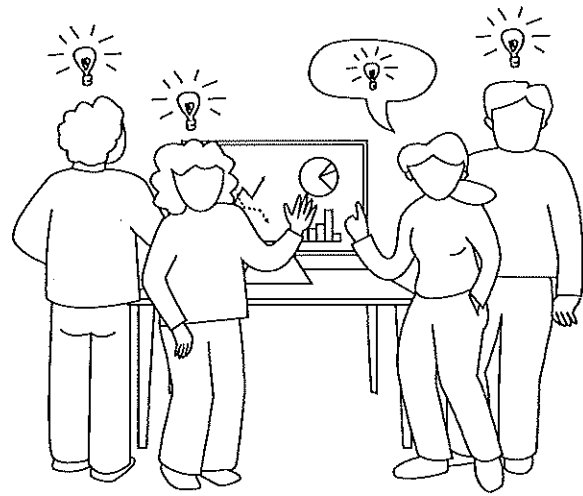
Self-response is where households complete and return their census questionnaire in a timely manner, directly to the Census Bureau, without requiring a census worker to visit the house to obtain their responses in person. Self-response—by Internet, mail, or phone—is significantly less costly than in-person followup.

State Data Center (SDC)

The State Data Center (SDC) program is one of the Census Bureau's longest and most successful partnerships. This partnership between the 50 states, the

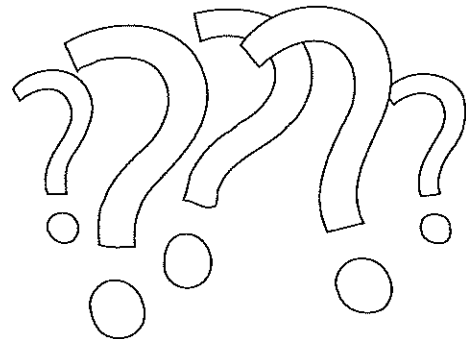
What Is A Census Solutions Workshop?

A solutions workshop is a creative, collaborative, problem-solving event that brings together diverse thinkers. A Census Solutions Workshop generates new ways of communicating the importance of census data, reaching hard-to-count populations, and encouraging participation in Census Bureau surveys and programs.



Why It Matters

A complete count ensures accurate census data that is critical for government programs, policies, and decision-making, but participation in Census Bureau surveys has declined in recent decades. We want to support your efforts to generate innovative and engaging ways to reach your communities.



How Can You Host A Workshop?

Businesses, city officials, community-based organizations, or anyone else can host a workshop. We created a toolkit to give you step-by-step guidance on how to host one.

The toolkit is available at:
www.census.gov/partners.

For more information, please contact us at:
census.partners@census.gov.





CONTACT INFORMATION

For additional information about the Complete Count Committee Program, please contact your regional census center.

If you reside in:	Please contact:
Alabama, Florida, Georgia, Louisiana, Mississippi, North Carolina, and South Carolina	ATLANTA Atlanta.rcc.partnership@2020census.gov
Arkansas, Illinois, Indiana, Iowa, Michigan, Minnesota, Missouri, and Wisconsin	CHICAGO Chicago.rcc.partnership@2020census.gov
Arizona, Colorado, Kansas, Montana, Nebraska, New Mexico, North Dakota, South Dakota, Oklahoma, Texas, Utah, and Wyoming	DALLAS Dallas.rcc.partnership@2020census.gov
Alaska, California, Hawaii, Idaho, Nevada, Oregon, and Washington	LOS ANGELES Los.Angeles.rcc.partnership@2020census.gov
Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Rhode Island, Vermont, and Puerto Rico	NEW YORK New.York.rcc.partnership@2020census.gov
Delaware, District of Columbia, Kentucky, Maryland, Ohio, Pennsylvania, Tennessee, Virginia, and West Virginia	PHILADELPHIA Philadelphia.rcc.partnership@2020census.gov

**APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: September 5, 2019**

SUBJECT: Resolution 2019-15 Adopting Policy No. 2019-01 – Fixed Asset Accounting and Recording Policy

AGENDA INFORMATION:

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

BRIEF SUMMARY: During the fiscal year 2017 audit, it was noted that property and equipment records for the City were not complete, that property and equipment were not being properly tagged and that an annual inventory was not completed as required. The auditor's recommendation was that the City work to improve the procedures related to tracking assets, including their disposal in accordance with the requirements set forth in the State of Florida Rule 691-73. In a follow up letter from DEO, the City was asked to provide a Fixed Asset Policy to help ensure future compliance. A draft of the Fixed Asset Accounting and Recording Policy is attached.

RECOMMENDED MOTION AND REQUESTED ACTIONS: To Approve Resolution 2019-15 Adopting Policy 2019-01– Fixed Asset Accounting and Recording Policy.

FUNDING SOURCE: Not Applicable

ATTACHMENTS: Resolution 2019-01 and Proposed Fixed Asset Policy

STAFF'S COMMENTS AND RECOMMENDATIONS: Following the findings and comments in the 2017 audit, it was noted that the City did not have a proper policy that described a set of standard procedures necessary to record and control the changes in the fixed asset system for the City. Staff has been working to correct this matter and is hopeful that with the adoption of the attached policy and improving oversight and internal procedures that this comment will be removed by the auditor in future annual audit statements.

Resolution 2019-15

**A RESOLUTION ADOPTING POLICY NO. 2019-01 – FIXED ASSET
ACCOUNTING AND RECORDING POLICY**

WHEREAS, the Governmental Accounting Standards Board (GASB) Statement 34 and Florida Administrative Code 691-73 establish requirements for asset capitalization and depreciation and for recording tangible personal property owned by local governments; and

WHEREAS, the City of Apalachicola wishes to ensure compliance with the standards and requirements of GASB 34 and the Florida Administrative Code 691-73 by adopting a Fixed Asset Accounting and Recording Policy; and

WHEREAS, the purpose of the Fixed Asset Accounting and Recording Policy is to define and describe a set of standard procedures necessary to record and control the changes in the fixed asset system for the City of Apalachicola.

NOW, THEREFORE BE IT RESOLVED, by the City Commission of the City of Apalachicola to Adopt Policy 2019-01 – Fixed Asset Accounting and Recording Policy, which is attached hereto and incorporated by reference.

READ, APPROVED AND ADOPTED, this the 5th day of September, 2019.

ATTEST:

Deborah Guillotte, City Clerk

Van W. Johnson, Sr., Mayor

**City of Apalachicola
Accounting Policies and Procedures Manual (To Be Developed)**

Policy 2019-01

Fixed Assets Accounting and Recording

The purpose of this policy is to define and describe a set of standard procedures necessary to record and control the changes in the fixed asset system for the City of Apalachicola in accordance with Statement 34 "Asset Capitalization & Depreciation Guidance" issued by the Governmental Accounting Standards Board and Florida Administrative Code 691-73 "Tangible Personal Property Owned by Local Governments."

Fixed asset record master files are maintained by the Administration Department in the City Clerk's office. This policy is to establish continuity in the procedures for recording, maintaining, and disposing of all capital and controllable assets. The fixed asset records are necessary to:

- 1) Ensure that the asset is adequately protected from loss.
- 2) Provide necessary documentation for the effective use, maintenance, management and reporting of the asset.
- 3) Facilitate the calculation and recording of depreciation for fund assets.
- 4) Provide necessary documentation for insurance purposes.

General Definitions

Capital assets include land, land improvements, buildings, building improvements, construction in progress, machinery and equipment, vehicles and infrastructure. A Capital or Fixed Asset is any item of tangible personal property owned by the City or an agency of the City that has an original value of \$1,000 or more and has a life expectancy of one year or more.

Controllable assets are certain purchases made by the City that do not meet the criteria established for designation as a capital asset. However, these assets should be monitored for proper use and disposal, even though their value does not substantially impact the overall value of City assets. These controllable assets either render a critical function or put the City at risk by their absence (e.g. office equipment, cameras, computers, printers, minor furnishings, cell phones). Department Heads and Supervisors must make every effort to maintain adequate controls for such controllable assets. Department Heads and Supervisors may request the Administration Department to track and inventory any item less than \$1,000.

Improved costs are costs of improvements to current assets that are to be added to the cost of the existing asset. The costs of normal maintenance and repairs that do not add to the value of the asset, or materially extend asset lives, are not capitalized.

Asset Classification

Assets shall be assigned to one of the following class groups, for the purposes of reporting in government-wide financial statements: land, building and improvements, machinery and equipment, vehicles, infrastructure and construction in progress.

Land and Land Improvements – Land and land improvements, including easements and rights-of-way, are assigned an indefinite useful life. No depreciation is applied to land and land improvements.

Buildings and Improvements – This includes all buildings and building related structures. Permanently attached fixtures installed during construction are considered a part of the building. The subsequent addition of equipment will be recorded as machinery and equipment. Major improvements, such as additions to buildings, are added to the life and value of the original asset. These improvements are permanent and non-movable and add value to land but have a limited useful life. Buildings should be recorded at either their acquisition cost or construction cost.

Machinery and Equipment – Assets such as furniture, machinery and equipment that meet threshold levels should be identified and inventoried.

Vehicles – Vehicles should be identified, inventoried and if applicable depreciated.

Infrastructure – Infrastructure assets are long lived capital assets that normally can be preserved for a significant greater number of years than most capital assets and that are normally stationary in nature. Examples include roads, bridges, drainage systems, and water and sewer systems.

Construction In Progress – Includes all partially completed projects. Construction In progress should be capitalized and not depreciated. It should be reported with land and other non-depreciating assets at the government-wide level.

In the case of Capital Assets, the aggregate historical cost rather than the original unit cost must meet the capitalization threshold criterion. Assets that do not meet their classification threshold will be expensed and not capitalized.

Asset Type	Capitalization Threshold
Land	No Threshold
Buildings	\$25,000
Machinery and Equipment	\$1,000
Vehicles	\$1,000
Infrastructure	\$25,000
Construction in Progress	Capitalize Only

Depreciation is provided on the straight-line basis generally over the following estimated useful lives:

Buildings	30-50 Years
Improvements other than Buildings	10-50 Years
Machinery and Equipment	5-15 Years
Infrastructure	30-50 Years

Property Control

City departments must maintain all assets that are within their control in a working and usable condition. Departments shall take adequate care that the working environment for the asset is appropriate and suitable for such assets. City departments must treat all assets in an ethical manner, and must not misuse the assets or use the assets for personal use or benefit.

The Administration Department will provide to each City Department a listing of assets deemed to be in the department's control. Each City department must review this report annually for all additions and deletions of assets and return it to the Administration Department. Such annual report must be made within thirty (30) days of the end of the fiscal year relevant to the annual report. This information is also used to ensure property insurance coverage.

The Administration Department will maintain a full and comprehensive list of capitalized assets possessed by the City. Information on the asset history, location, and appropriate custodial responsibility is retained and managed in such a list.

Asset Additions

Departments will complete the fixed asset worksheet for all newly acquired assets with the following information:

- Identification Number
- Description and Condition
- Price
- Department Assigned
- Physical Location
- Custodian
- Date Acquired
- VIN – Manufacturer – Model – Model Year – License Number
- Estimated Life
- Vendor, Purchase Order Number, Inventory Number, Inventory Date and Amount

This worksheet should be submitted to the City Clerk and Accounts Payable with the Purchase Order and approved invoice for payment. A digital picture of the asset purchased is also required.

Once the required information is received, the City Clerk will assign a tag number and the information is put into the fixed asset system. A print out of the information is run and the tag number is attached to the print out. The print out and tag number are sent to the Department Head to put the asset tag number on the equipment. The copy of the print out is to be retained by the department until equipment is disposed.

Asset Deletions

To delete equipment or an asset from asset records the asset worksheet should be completed for the retirement date, disposition method, and disposition price.

Assets owned by the City may be deleted from the list of assets by the following means:

- 1) Trade-In: Assets may be considered for trade-in at the time of acquisition of replacement assets, subject to Purchasing Policy guidelines, and written approval by the City Manager.
- 2) Surplus Sale/Auction: In the event that no other City department has been identified as a potential recipient of surplus property, the City may sell surplus property by soliciting competitive bids.
- 3) Discard/Disposal: A Department Head or Supervisor, with written approval by the City Manager, may recommend the disposal of assets that are both no longer in use and have been determined to have no remaining value.

All such deletions shall be within guidelines established by the City Commission regarding appropriate disposition of assets. At no time may employees sell city assets for personal gain.

Physical Inventory

A physical inventory of all fixed assets shall be taken annually or with the employment of a new Department Head or Supervisor. Each department will be responsible for taking an annual physical count of their department's inventory per the list provided by the Administration Department. The Department Head shall certify the complete physical count, additions, deletions and changes marked on the list, and reconciliation of all discrepancies. Lost or stolen assets must be reported to the City Manager and City Clerk as soon as discovered and a report filed with the appropriate law enforcement agency. The City Clerk will be responsible for the reconciliation of the inventory to the property records and keeping an up to date listing of all fixed assets.

**APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: September 5, 2019**

SUBJECT: Planning and Zoning and Recreation Board Member Appointment

AGENDA INFORMATION:

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

BRIEF SUMMARY: The Planning and Zoning Board has one position vacancy. The City Commission will need to appoint one new member to fill the four year term for this vacant position, which ends on December 31, 2023. The Recreation Board has one position vacancy. The City Commission will need to appoint one new member to fill the four year term for this vacant position which ends on December 31, 2021.

RECOMMENDED MOTION AND REQUESTED ACTIONS: To appoint _____ to the Planning and Zoning Board to serve a four year term, which ends on December 31, 2023 and to appoint _____ to the Recreation Board to serve a four year term, which ends on December 31, 2021.

FUNDING SOURCE: None.

ATTACHMENTS: List of Current Planning and Zoning Board and Recreation Board Members and Candidate Questionnaires

STAFF'S COMMENTS AND RECOMMENDATIONS: The Planning and Zoning Board consists of seven regular members and the Recreation Board consists of five regular members serving staggered, four year terms.

PLANNING AND ZONING
(Vacant Position)

List of candidates to be considered for appointment to fill the remainder of the term of one vacant position with the terms ending December 31, 2023.

Candidates not currently serving on the board to be considered for appointment:

1. Al Ingle
2. Elizabeth Milliken
3. Joe Blan, III

Signature of Commissioner _____

RECREATION
(Vacant Position)

List of candidates to be considered for appointment to fill the remainder of the term of one vacant position with the terms ending December 31, 2021.

Candidates not currently serving on the board to be considered for appointment:

1. Donna Ingle

Signature of Commissioner _____

**RECREATION COMMITTEE
UPDATED 8/8/19**

Diane Brewer

Appointed 6/6/17

159 Avenue B

Apalachicola, FL 32320

Cell: 954-258-5834

dianekbrewer@yahoo.com

Robin Vroegop

Appointed 6/6/17 Resign 5/19

145 Avenue C

Apalachicola, FL 32320

Cell: 850-508-7426

rrvroegop@mac.com

Elinor S. Mount-Simmons

Appointed 6/6/17

297 23rd Avenue

Apalachicola, FL 32320

Cell: 850-323-0544

emountsimmons@gmail.com

Torben Madson

Appointed 7/11/17

P. O. Box 865

40 16th Street

Apalachicola, FL 32320

Cell: 321-239-0571

Torben@peolawyers.net

Tasia Jones

Appointed 7/11/17

163 24th Ave Apt B

Apalachicola, FL 32320

Cell: 850-625-0241

Tasiaj630@gmail.com

Alternates

Mark Milliken

Appointed 7/11/17

P. O. Box 277

11 9th Street

Apalachicola, FL 32320

Cell: 703-447-5428

Home: 850-653-9456

thelastguntrain@gmail.com

VACANCY AS OF 5/19

PLANNING & ZONING BOARD
UPDATED 6/3/19
VACANCY: ALTERNATE

Tom Daly, Chair
215 9th Street
Apalachicola, FL 32320
Cell: 850-323-1433
thmsdaly@aol.com

Jim Bachrach
187 Avenue C
Apalachicola, FL 32320
Home: 850-653-8520
Cell: 850-899-8689
shadow1@fairpoint.net

Lynn Wilson-Spohrer
127 Avenue B
Apalachicola, FL 32320
Home: 850-653-4321
Cell: 305-588-5885
lynnwilson2@aol.com

Uta Hardy
67 Avenue G
Apalachicola, FL 32320
Work: 850-653-3464
Cell: 850-323-0888
uhardy21@gmail.com

Joe Taylor
98 9th Street
Apalachicola, FL 32320
Cell: 850-323-0176
palme2blue@yahoo.com

Geoffrey Hewell
P. O. Box 357
58 17th Street
Apalachicola, FL 32320
Home: 850-653-2651
Cell: 850-323-0758
g.hewell@mchsi.com

Constance Peck - 4/2019
147 Avenue B
Apalachicola, FL 32320
Cell: 720-988-4180
constance@constancepeck.com

BOARD/COMMITTEE CANDIDATE QUESTIONNAIRE

REQUESTED BOARD/COMMITTEE APPOINTMENT : Planning & Zoning

APPLICATION DATE 29 July 2019

DATE APPOINTED _____

NAME: Al Ingle

MAILING ADDRESS: 59 Commerce Street Apalachicola, Florida 32320

PHYSICAL ADDRESS: Same

CELL#:850-509-1162

HOME#: 850-653-1031

EMAIL: al@capitalavionics.com

PLACE OF EMPLOYMENT: Capital Avionics, Inc.

WORK#: 850-370-1306

1. HOW LONG HAVE YOU BEEN A RESIDENT OF THE CITY OF APALACHICOLA?

Since August 2018

2. WHY ARE YOU INTERESTED IN SERVING ON THIS BOARD/COMMITTEE?

I was born in Apalachicola at the WW II base's infirmary, along with my brother Charley, and have been associated with this town all of my life. I have watched the local government and related boards in action and want to contribute to maintaining this town's uniqueness and charm.

3. WHAT DO YOU FEEL YOU CAN CONTRIBUTE BY SERVING ON BOARD/COMMITTEE?

The Planning and Zoning Committee is an important pillar in any town in that it sets the standards which are to be met (or not met) involving sometimes conflicting, arcane and technical issues.

4. DO YOU HAVE ANY EXPERIENCE BY PREVIOUSLY SERVING ON ANY CITY, COUNTY, OR OTHER GOVERNMENTAL BOARDS? IF SO, WHICH BOARDS AND HOW LONG?

Many years ago I served on a Franklin Count Economic Development board that met once a month in Carrabelle.

In early 1978 I managed the Apalachicola airport while starting Capital Avionics.

In the private sector I was on the board of the Aircraft Electronics Association for approximately 13 years and served almost 9 years as an International Officer – Treasurer.

5. HAVE YOU ATTENDED ANY CITY MEETINGS? IF SO, WHICH ONES?

I have attended random meetings in which local issues were of interest to me.

6. WILL YOU BE ABLE TO CONTRIBUTE THE NECESSARY TIME TO PROPERLY RESEARCH ISSUES AND BE AVAILABLE TO ATTEND SCHEDULED MEETINGS?

Yes

7. HAVE YOU READ AND/OR FAMILIAR WITH THE CITY'S LAND DEVELOPMENT CODE?

Yes

8. HAVE YOU READ AND/OR FAMILIAR WITH THE CITY'S COMPREHENSIVE PLAN?

Yes

9. HAVE YOU READ AND/OR FAMILIAR WITH THE CITY'S HISTORIC GUIDELINES?

Yes

10. DO YOU HAVE ANY EXPERIENCE IN CONSTRUCTION, PLANNING, LAND USE, OR ARCHITECTURE? IF SO, HOW LONG?

I have been involved in residential and business construction since my brother and I constructed a cabin on the Ochlockonee River the summer I turned 13 (and Charley turned 17). We have built successive residences on the Ochlockonee River, a house for a friend, and I worked in my brother's cabinet shop as a teenager. Through his work as a contractor and building inspector for Wakulla County and now FEMA, I have learned the intricacies of construction, planning, land use and architecture that may not be readily apparent to the uninformed.

11. IF APPOINTED, YOU WILL BE REQUIRED BY LAW TO FOLLOW THE SUNSHINE LAW. HAVE YOU READ AND/OR FAMILIAR WITH THE SUNSHINE LAW?

Yes



SIGNATURE

Al Ingle
PRINTED NAME

BOARD/COMMITTEE CANDIDATE QUESTIONNAIRE

REQUESTED BOARD/COMMITTEE APPOINTMENT P + Z

APPLICATION DATE July 23, 2019

DATE APPOINTED _____

NAME: Elizabeth Milliken

MAILING ADDRESS: PO Box 277

PHYSICAL ADDRESS: 11-9th St

CELL#: 571-722-3047 HOME#: 653-9456

EMAIL: emilliken@mediacombb.net

PLACE OF EMPLOYMENT: Retired

WORK#: _____

1. HOW LONG HAVE YOU BEEN A RESIDENT OF THE CITY OF APALACHICOLA?
4 years

2. WHY ARE YOU INTERESTED IN SERVING ON THIS BOARD/COMMITTEE?
Interest in historic preservation

3. WHAT DO YOU FEEL YOU CAN CONTRIBUTE BY SERVING ON BOARD/COMMITTEE?
Family Roots, but I've lived in many places and I've seen all types of communities. I've also restored my family home and understand having a usable house with modern conveniences and keeping it historic.

4. DO YOU HAVE ANY EXPERIENCE BY PREVIOUSLY SERVING ON ANY CITY, COUNTY, OR OTHER GOVERNMENTAL BOARDS? IF SO, WHICH BOARDS AND HOW LONG?
No

5. HAVE YOU ATTENDED ANY CITY MEETINGS? IF SO, WHICH ONES?
Yes, some City Commission meetings and some P+Z meetings and workshops

6. WILL YOU BE ABLE TO CONTRIBUTE THE NECESSARY TIME TO PROPERLY RESEARCH ISSUES AND BE AVAILABLE TO ATTEND SCHEDULED MEETINGS?

Yes

7. HAVE YOU READ AND/OR FAMILIAR WITH THE CITY'S LAND DEVELOPMENT CODE?

Yes

8. HAVE YOU READ AND/OR FAMILIAR WITH THE CITY'S COMPREHENSIVE PLAN?

Yes

9. HAVE YOU READ AND/OR FAMILIAR WITH THE CITY'S HISTORIC GUIDELINES?

Yes

10. DO YOU HAVE ANY EXPERIENCE IN CONSTRUCTION, PLANNING, LAND USE, OR ARCHITECTURE? IF SO, HOW LONG?

No

11. IF APPOINTED, YOU WILL BE REQUIRED BY LAW TO FOLLOW THE SUNSHINE LAW. HAVE YOU READ AND/OR FAMILIAR WITH THE SUNSHINE LAW?

Yes

Elizabeth Milliken
SIGNATURE

Elizabeth Milliken
PRINTED NAME

BOARD/COMMITTEE CANDIDATE QUESTIONNAIRE

REQUESTED BOARD/COMMITTEE APPOINTMENT Planning & Zoning

APPLICATION DATE 1/31/19

DATE APPOINTED _____

NAME: Joe Byron Blum III

MAILING ADDRESS: 153 16th Street, Apalachicola, FL 32320

PHYSICAL ADDRESS: Same as above

CELL#: 850-323-0253 HOME#: 850-653-4312

EMAIL: Joe Byron Blum@gmail.com

PLACE OF EMPLOYMENT: Self Employed

WORK#: 850-323-0253

1. HOW LONG HAVE YOU BEEN A RESIDENT OF THE CITY OF APALACHICOLA?

37 years

2. WHY ARE YOU INTERESTED IN SERVING ON THIS BOARD/COMMITTEE?

To become an asset to my community and to get my foot in the door to pursue my political career within my community

3. WHAT DO YOU FEEL YOU CAN CONTRIBUTE BY SERVING ON BOARD/COMMITTEE?

I am at the age where I can contribute for many years. I have been very engaged in my community and bring fresh ideas to help the preservation and economic development of our community.

4. DO YOU HAVE ANY EXPERIENCE BY PREVIOUSLY SERVING ON ANY CITY, COUNTY, OR OTHER GOVERNMENTAL BOARDS? IF SO, WHICH BOARDS AND HOW LONG?

No, as stated above I am trying to get my foot in the door to pursue a local political career.

5. HAVE YOU ATTENDED ANY CITY MEETINGS? IF SO, WHICH ONES?

Yes, I have attended many city and county meetings over the past few years.

6. WILL YOU BE ABLE TO CONTRIBUTE THE NECESSARY TIME TO PROPERLY RESEARCH ISSUES AND BE AVAILABLE TO ATTEND SCHEDULED MEETINGS?

Yes, being self employed allows me to set my own schedule making me readily available and open to research issues.

7. HAVE YOU READ AND/OR FAMILIAR WITH THE CITY'S LAND DEVELOPMENT CODE?

Yes, I have read and become familiar with the city's LDC and its analysis of (Residential, Commercial, Industrial, Agricultural, Recreational, Conservation, Education, PBC, Other public facilities) within the code.

8. HAVE YOU READ AND/OR FAMILIAR WITH THE CITY'S COMPREHENSIVE PLAN?

Yes, I have become familiar with the City's Comprehensive ~~Plan~~ Plan. Just as stated above with the LDC.

9. HAVE YOU READ AND/OR FAMILIAR WITH THE CITY'S HISTORIC GUIDELINES?

Yes I have become familiar with the city's Historic Guidelines.

10. DO YOU HAVE ANY EXPERIENCE IN CONSTRUCTION, PLANNING, LAND USE, OR ARCHITECTURE? IF SO, HOW LONG?

6 years Environmental Engineering, 3 years construction. Currently taking classes for Home inspector license.

11. IF APPOINTED, YOU WILL BE REQUIRED BY LAW TO FOLLOW THE SUNSHINE LAW. HAVE YOU READ AND/OR FAMILIAR WITH THE SUNSHINE LAW?

Yes, It is a series of laws that guarantee that the public has access to public records.

J. B. Ryan III
SIGNATURE

Joe Byron Ryan III
PRINTED NAME

BOARD/COMMITTEE CANDIDATE QUESTIONNAIRE

REQUESTED BOARD/COMMITTEE APPOINTMENT Recreation

APPLICATION DATE July 22, 2019

DATE APPOINTED _____

NAME: Donna G. Ingle

MAILING ADDRESS: 59 Commerce Street, Apalachicola, FL 32320

PHYSICAL ADDRESS: same

CELL#: 850 509 1508 **HOME#:** same

EMAIL: dingle576@yahoo.com

PLACE OF EMPLOYMENT: River's Edge Apalachicola and Capital Avionics, Inc.

WORK#: 850-653-1031 or 850-370-1306

1. HOW LONG HAVE YOU BEEN A RESIDENT OF THE CITY OF APALACHICOLA?

Since August 2018

2. WHY ARE YOU INTERESTED IN SERVING ON THIS BOARD/COMMITTEE?

I feel I have skill sets that would be of value to this committee.

My biology background and business/management experience will benefit the committee and recreation ~~xxxxxxx~~ City of Apalachicola. My knowledge of the area

will also provide a historical perspective to the committee.

3. WHAT DO YOU FEEL YOU CAN CONTRIBUTE BY SERVING ON BOARD/COMMITTEE?

see above answer

4. DO YOU HAVE ANY EXPERIENCE BY PREVIOUSLY SERVING ON ANY CITY, COUNTY, OR OTHER GOVERNMENTAL BOARDS? IF SO, WHICH BOARDS AND HOW LONG?

My experience is in private industry

5. HAVE YOU ATTENDED ANY CITY MEETINGS? IF SO, WHICH ONES?

Many P&Z meetings and commission meetings

6. WILL YOU BE ABLE TO CONTRIBUTE THE NECESSARY TIME TO PROPERLY RESEARCH ISSUES AND BE AVAILABLE TO ATTEND SCHEDULED MEETINGS?

Yes

7. HAVE YOU READ AND/OR FAMILIAR WITH THE CITY'S LAND DEVELOPMENT CODE?

Yes

8. HAVE YOU READ AND/OR FAMILIAR WITH THE CITY'S COMPREHENSIVE PLAN?

Yes

9. HAVE YOU READ AND/OR FAMILIAR WITH THE CITY'S HISTORIC GUIDELINES?

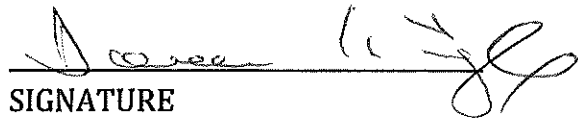
Yes

10. DO YOU HAVE ANY EXPERIENCE IN CONSTRUCTION, PLANNING, LAND USE, OR ARCHITECTURE? IF SO, HOW LONG?

~~XXXX~~Construction of assets for my own use and businesses

11. IF APPOINTED, YOU WILL BE REQUIRED BY LAW TO FOLLOW THE SUNSHINE LAW. HAVE YOU READ AND/OR FAMILIAR WITH THE SUNSHINE LAW?

Yes


SIGNATURE

Donna G. Ingle
PRINTED NAME

**APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: September 5, 2019**

SUBJECT: Variance 101 Bay Avenue

AGENDA INFORMATION:

Agenda Location: New Business
Item Number: E
Department: Planning and Zoning
Contact: Lee McLemore
Presenter: Lee McLemore

BRIEF SUMMARY: I am seeking answers and relief regarding Variance of May 2018.

RECOMMENDED MOTION AND REQUESTED ACTIONS: I would like the City Commission to address and resolve the issues.

FUNDING SOURCE: Self

ATTACHMENTS: None

STAFF'S COMMENTS AND RECOMMENDATIONS: The Board of Adjustment is scheduled to handle the Order on this matter on September 18th at 6:00 p.m.