

EGULAR MEETING
APALACHICOLA CITY COMMISSION
TUESDAY, AUGUST 3, 2021 - 6PM
BATTERY PARK COMMUNITY CENTER
1 BAY AVE., APALACHICOLA, FLORIDA 32320

Agenda

You are welcome to comment on any matter under consideration by the Apalachicola City Commission 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. Comments may also be sent by email to the City Manager or to Commissioners.

I. Call to Order

- Invocation
- Pledge of Allegiance

II. Agenda Adoption

III. Public Hearing

1. Ordinance 2021-02 – Fence Ordinance – Public Hearing and Second Reading

IV. Unfinished Business

1. Fence Ordinance (2021-02) - Second Reading Adoption
2. Battery Park Ordinance (2021-03) First Reading
3. Gouras Contract
4. Senior Management Retirement (Leo and Nadine)

V. New Business

1. Rescind Resolutions 2015-16 and 2017-04 (“Squares Resolutions”)
2. HCA Application for Florida Humanities Grant

VI. Public Comment

VII. Mayor and Commissioner Comments

1. See Mayor’s Report Attached

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IIIX. City Manager Communications

1. See City Manager's Report Attached

IX. Attorney Dan Hartman Communications

X. Finance Director Leo Bebeau Communications

1. See Finance Director's Report Attached

XI. Consent Agenda

- A. Meeting Minutes Adoption** – July 6, 2021 Regular Meeting and July 21, 2021 Special Meeting Minutes.

XII. Department Reports

XIII. 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

ORDINANCE NO: 2021-02

AN ORDINANCE OF THE CITY OF APALACHICOLA, FLORIDA, PROVIDING FOR THE AMENDMENT OF PART II, SUBPART B, CHAPTER 111, ARTICLE III, DIVISION 4, SECTION 111-288 OF ORDINANCE NO.:(S) 2016-01, 2017-07 AND 2018-02; SUPPLEMENTARY REGULATIONS; PROVIDING FOR PURPOSE; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Article VII, Section 2 of the Florida Constitution provides that municipalities shall have governmental, corporate and proprietary powers to enable municipalities to conduct municipal government, perform municipal functions and render municipal services; and

WHEREAS, Chapter 166, Florida Statutes, the “Municipal Home Rule Powers Act,” implements the applicable provisions of the Florida Constitution and authorizes municipalities to exercise any power for municipal purposes, except when expressly prohibited by law and to enact ordinances in furtherance thereof;

WHEREAS, the purpose of this Ordinance is to clarify and enhance the City of Apalachicola’s supplementary land development regulations dealing with setbacks, visibility at intersections and fencing;

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

Section 1. AMENDMENT OF PART II, SUBPART B, CHAPTER 111, ARTICLE III, DIVISION 4, SECTION 111-288 OF ORDINANCE NO.:(S) 2016-01, 2017-07 AND 2018-02:

PART II – CODE

SUBPART B – LAND DEVELOPMENT CODE

CHAPTER 111 – LAND USE

ARTICLE III - ZONING

DIVISION 4. - SUPPLEMENTARY REGULATIONS

Sec. 111-288. - In general.¹

- (a) Corner lots in residential districts are platted in such a manner as to change the normal yard pattern along either of the intersecting streets. ~~€~~The required front yard shall be provided across the end of the lot fronting on the street, and a yard measuring not less than 15 feet from the ~~street~~ lot line shall be provided along the full length of the lot on the side toward the intersecting street. No portion of any ~~main~~ principal or accessory building shall encroach upon the minimum setbacks of either the front or side yard fronting a street.
- (b) Visibility at intersections in residential districts. On a corner lot in any residential district, nothing shall be erected, placed, planted or allowed to grow in such manner as to materially impede vision between a height of two and one-half (2½) feet (thirty (30) inches) and ten (10) feet (one hundred twenty (120) inches) above the centerline grade of the intersecting street in the area bounded by the street lines of such corner lots and a line joining points along said street lines 50 feet from the point of the intersection.

* * * * *

- (c) ~~Fences, Walls and Hedges. Notwithstanding other provisions of this code, fences, walls, and~~
hedges may be permitted in any required yard, or along the edge of any wall; provided, however, that no fence, wall or hedge along the sides or front edge of any front yard shall be of such type and/or heights as to block vision required for safety of traffic over 2½ feet in height.

(1) Requirements applying to all zoning districts and the Historic District.

- a. Application for approval of any new fence or material alteration of an existing fence must be made in the same manner as for authorization of a building permit with a full description of materials to be used, dimensions and placement clearly stated on the plans. It is not necessary for a Landscape Architect or Engineer to draw or sign and seal the plans.
- b. Fences shall be erected on the lot of the applicant and shall not extend into a public right-of-way. Fences may be erected within the required setback area (i.e. area between the front, side, and rear property lot lines and the front, side, and rear setback lines).
- c. A fence may abut but shall not be located on any property line.

(2) All residential districts.

- a. Height, location, and design.

¹ NOTE: ~~Struck through~~ language is language proposed to be deleted, Underlined language is amended language, sections that have been skipped or remain unchanged are shown as ***.

ORDINANCE 2021-02

1. If there are located utility electrical transformer banks, water towers or other facilities owned or leased by a public utility in residential zones which require the fencing of such for safety precautions, the responsible utility provider shall erect fences at least six (6) feet (seventy-two (72) inches) in height around them.
2. No fence or wall in excess of four (4) feet (forty eight 48 inches) in height shall be allowed in the front yard (for corner lots, the two sides of the lot paralleling the two streets).
3. As required in section 11-288(b) above, front-yard fences on corner lots may not exceed two and one-half (2½) feet (thirty (30) inches) in height within 50 feet of the point of intersection of two streets.
4. A fence extending from the side of a principal structure to the side lot line shall attach to the structure no closer to the front lot line than where the façade (not including any covered front porch, uncovered porch, uncovered steps, and uncovered balconies) is located. These fences shall not exceed six (6) feet (seventy-two (72) inches) in height.
5. No fence or wall in excess of six (6) feet (seventy-two (72) inches) in height shall be allowed in side and/or rear yards. These fences may begin from the rear of the principal structure facade.
6. All fence construction, repair and replacement of any section or portion thereof must be consistent with the remaining fence on the property. The intent of this section is to ensure that all fencing erected on a property is uniform and consistent in construction and appearance.

Section 2. Severability. If any portion of this Ordinance is declared invalid, the valid remainder hereof shall remain in full force and effect.

Section 3. Effective Date: This Ordinance shall become effective upon adoption.

First Reading on :June 8, 2021
Second Reading and Adoption on :July 6, 2021

ATTEST: City Commission of the
City of Apalachicola, Florida

By: _____
Deborah Guillotte, City Clerk

By: _____
Brenda Ash, Mayor

APPROVED AS TO FORM:

By: _____
Daniel W. Hartman, City Attorney

**APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: August 3, 2021**

SUBJECT: Ordinance 2021-02 "Fence Ordinance" Second Reading and Adoption

AGENDA INFORMATION:

Agenda Location: Unfinished Business
Item Number: 1
Presenter: City Attorney, Dan Hartman

BRIEF SUMMARY: This is the second reading and Public Hearing for Ordinance 2021-02, the "Fence Ordinance."

RECOMMENDED MOTION AND REQUESTED ACTIONS: Motion to adopt Ordinance 2021-02.

FUNDING SOURCE: N/A

ATTACHMENTS: Ordinance 2021-02

STAFF'S COMMENTS AND RECOMMENDATIONS:

**APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: August 3, 2021**

SUBJECT: Ordinance 2021-03 "Battery Park Ordinance" First Reading

AGENDA INFORMATION:

Agenda Location: Unfinished Business
Item Number: 2
Presenter: City Attorney, Dan Hartman

BRIEF SUMMARY: This is the first reading of Ordinance 2021-03, the "Battery Park Ordinance."

RECOMMENDED MOTION AND REQUESTED ACTIONS: Motion to approve the first reading of Ordinance 2021-03 and proceed with the adoption process.

FUNDING SOURCE: N/A

ATTACHMENTS: Ordinance 2021-03

STAFF'S COMMENTS AND RECOMMENDATIONS:

**ORDINANCE NO. 2021-03
BATTERY PARK MARINA ORDINANCE**

AN ORDINANCE OF THE CITY OF APALACHICOLA, FLORIDA, REPLACING IN WHOLE ORDINANCE NO.(S) 91-9 AND 2003-01; ESTABLISHING RULES, REGULATIONS, AND FEES TO BE CHARGED FOR THE USE OF BATTERY PARK MARINA; PROVIDING FOR TEMPORARY PARKING OF CAMPER'S AT THE BATTERY PARK POINT; PROVIDING FOR TIMELY REPORTING OF FEES COLLECTED; PROVIDING FOR SEVERABILITY; PENALTIES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VII, Section 2 of the Florida Constitution provides that municipalities shall have governmental, corporate and proprietary powers to enable municipalities to conduct municipal government, perform municipal functions and render municipal services; and

WHEREAS, Chapter 166, Florida Statutes, the "Municipal Home Rule Powers Act," implements the applicable provisions of the Florida Constitution and authorizes municipalities to exercise any power for municipal purposes, except when expressly prohibited by law and to enact ordinances in furtherance thereof;

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

SECTION 1: THE HARBORMASTER

The Harbormaster, or their designee, will enforce this Ordinance and the collection of designated fees.

The Harbormaster shall be responsible for the issuance of permits and granting of slip rentals on a first come first served basis.

The Harbormaster, or their designee, shall keep a record of receipts for the issuance of all permits and of the various fees collected in the Battery Park Marina.

The Harbormaster shall ensure slips are properly numbered for easy identification by emergency responders.

At each Regular Meeting of the Apalachicola City Commission the Harbormaster shall submit a monthly report of Battery Park Marina.

SECTION 2: BATTERY PARK MARINA SLIP RENTALS

The following fees and rules are hereby imposed:

(a) The applicable rental Fees and Charges are set forth as in Exhibit A attached hereto and incorporated herein and as amended from time to time. In order to view the most up to date schedule of Fees and Charges please review those on file at City Hall or on the City's website at www.cityofapalachicola.com

(b) Any dockage, launching, or permit fees shall be collected in advance and no refunds shall be issued. Slip holders may receive a 10% discount for paying their rent in full annually.

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BATTERY PARK MARINA ORDINANCE

- (c) Marina tenants will be subject to eviction upon 60 days of non-payment on slip rental.
- (d) Floating structures and liveaboard vessels as defined in Section 327.02, F.S. are hereby prohibited from docking at Battery Park Marina. Any floating structure or liveaboard docked in the Battery Park Marina upon passage and shall have until the end of the calendar year to remove it
- (e) Transient vessels engaged in navigation may rent an unoccupied slip for up to 21 days at a daily rate.
- (f) No person or entity may lease more than one slip at a time.
- (g) No vessel berthed within the Marina may function as transient rental accommodations.
- (h) Slip tenants shall not store supplies, materials, accessories, or other personal property upon, or make any changes, alterations, or unauthorized additions to the docks, catwalks, seawalls, or other features of the Marina.
- (i) Piers shall be kept in orderly, safe, and sanitary conditions at all times by slip tenants. Driving, riding, storing, or permitting any motorized vehicle on the piers is prohibited, with the exception of motorized wheelchairs. Hoses and electric cables should be marine grade when applicable and not run across docks. Open fires or charcoal grills are not permitted to be used upon Marina grounds, docks, piers, or vessels within the Marina.
- (j) Any contract shall be subject to termination for tampering or altering of utility meters, boxes, or connections without express written authorization from the Harbormaster.
- (k) The City reserves the Right to terminate the contract of any tenant that has not had their vessel in their slip for a period of six months.
- (l) Subleasing of a space or permitting any vessel not named in this permit to use the space herein is not permitted. Any other vessel mooring within this space may do so only with prior permission of the Harbormaster and will be charged daily transient or monthly rate currently in effect.
- (m) The City of Apalachicola reserves the right to terminate any contract for non-payment, or non-compliance with Marina Rules and Regulations, upon 30 day notice. Ongoing Marina Rules violations are subject to immediate terminations, after reasonable notice, from the Harbor Master.

SECTION 3: BATTERY PARK BOAT RAMP FEES-

- (a) The applicable boat launch Fees and Charges are set forth in Exhibit A attached hereto and incorporated herein.
- (b) Those that have paid an annual fee will receive a decal to identify their trailer.

SECTION 4: OVERNIGHT RV RENTAL FEES

A nightly rate will be charged for self-contained campers who wish to stay at the Battery Park Marina as set forth in the City's Annual Budget see www.cityofapalachicola.com and

ORDINANCE NO. 2021-03
BATTERY PARK MARINA ORDINANCE

incorporated herein. Campers must stay in designated areas as identified by the Battery Park Marina Parking Plan. No open fires or charcoal grills may be used on the campground due to wind conditions and the safety of vessels in marina and the docks. Campers are responsible for the removal of their trash.

SECTION 5: BATTERY PARK MARINA RULES AND REGULATIONS

The following rules and regulations are hereby imposed:

- (a) No major repairs of vessels shall take place on or near the Battery Park Marina, unless given express written authorization from the Harbormaster.
- (b) The Docking Facilities in the Battery Park Marina, including the entire border of the shoreline of Battery Park are hereby reserved only for recreational vessels and charter vessels.
- (c) The boarding docks of the launch shall not be used by commercial fishermen for loading or unloading of catches. Nothing in this section prevents a commercial fisherman from launching or recovering their vessel with catch on board.
- (d) The practice of “double docking,” or “multiple docking,” is hereby prohibited in Battery Park Marina. This practice is defined as one vessel tying up, docking, or berthing alongside another vessel which is already docked.
- (e) Should a vessel sink in the Marina, the owner shall take immediate action to cause the removal of the vessel within 24 hours of receiving notice of its sinking.
- (f) Vessel owners shall remove their vessels from the Marina when a tropical storm or hurricane is projected to strike Franklin County and prior to the issuance of a hurricane watch or warning by the U.S. Weather Service. Should a vessel owner fail to remove their vessel from the Marina, the City of Apalachicola may, but shall not be obligated to, remove the vessel and/or take precautions at the Harbormaster’s discretion to protect the Marina, dock and other vessels within it. Any expenses incurred in securing or removing a vessel, under this circumstance, will be charged to the tenant, at the expense of the non-compliant vessel owner. The Harbormaster shall be the sole judge of the existence of local severe weather except that, in all cases, an issuance by the U.S. Weather Service of a hurricane warning including Battery Park Marina.
- (g) Any individual or groups damaging public or private property within the Marina, whether by negligence or accident, shall be fully responsible for any and all repairs to the damaged property, in addition to rules imposed by existing law.
- (h) Pets may be brought into Battery Park Marina in accordance with local leash laws and under supervision of a responsible individual. Pets shall not be tethered and left unattended in the Marina. Pets may be kept aboard vessels or in vehicles when Humane Society Standards are adhered to. Pet owners are responsible for the removal and disposal of any waste generated by their pet. Failure to comply with this clause will result in a \$50 fine and/or sanctions imposed upon individuals or groups at the discretion of the Harbormaster.

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BATTERY PARK MARINA ORDINANCE

(i) All trash, garbage, or waste generated by persons lawfully using Battery Park Marina shall be disposed of in the appropriate receptacle on site. Dumping of large household items or other cumbersome materials not related to lawful use of the Marina shall be considered illegal dumping. Discharge or untreated sewage, oil, or petroleum products into the water is prohibited. All permanently installed sewage systems must meet current federal and state, regulations, or must be locked off while the vessel is docked. Oil spills shall be immediately reported directly to the Harbormaster and pursuant to U.S. Coast Guard Regulation. The cleaning and pumping of black water tanks into the water is prohibited.

(j) The boat ramp and adjacent boarding docks are for loading and unloading of vessels only. Vessels shall launch and recover in a timely manner as to not impede other vessels from launching or recovering. No vessel shall tie up to the boarding docks adjacent to the boat ramp for more than 15 minutes at any time.

(k) There shall be no fishing or cast netting within 20' of vessels in the marina. Individuals fishing or cast netting on the boarding docks shall yield right of way to vessels launching or recovering.

(l) Fish carcasses are not to be disposed of in the marina, or on property of the marina.

(m) Battery Park Marina is a designated an idle speed no wake zone.-

(n) Fireworks are not permitted to be launched or used upon Marina grounds.

(o) Subject to any unplanned outages, Marina provides access to fresh water, but prohibits use of fresh water to cool air-conditioners and other equipment or to cool the skin of the vessel. Marina may disconnect Owner's water hose at the dock in Owner's absence and Marina will not be responsible for any consequences of such action. Owner agrees to use a shut-off nozzle to conserve water when washing their vessel.

(p) All motor vehicles and vessels parked in the Marina must have a valid registration and be in operable condition. Marina property is permitted to be used for storage of slipholder trailers as set forth in Exhibit A attached hereto and incorporated herein.

(q) Violations of the above Rules and Regulations, disorder, degradation or indecorous conduct by Owner, his/her crew, shall be cause for prompt removal of the vessel in question and termination of any lease agreement at the discretion of the Marina.

SECTION 6: PENALTIES

Any violation of the provisions of this Ordinance is a civil infraction punishable by a maximum civil penalty not to exceed \$500.00.

SECTION 7: SEVERABILITY

If any portion of this Ordinance is declared invalid, the valid remainder hereof shall remain in full force and effect.

SECTION 8: EFFECTIVE DATE

This Ordinance replacing Ordinances No. 91-9 and 2001-03 is specifically set forth herein shall

**ORDINANCE NO. 2021-03
BATTERY PARK MARINA ORDINANCE**

take effect on _____ in order to provide time for notice and compliance by all current Battery Park Marina tenants and users.

First Reading on _____ :August 2, 2021

Second Reading and Adoption on _____ : _____

ATTEST: _____
City Commission of the
City of Apalachicola, Florida

By: _____ By: _____
Deborah Guillotte, City Clerk Brenda Ash, Mayor

APPROVED AS TO FORM:
By: _____
Daniel W. Hartman, City Attorney

**APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: August 3, 2021**

SUBJECT: Gouras and Associates Contract for Grant Services

AGENDA INFORMATION:

Agenda Location:	Unfinished Business
Item Number:	3
Department:	Administration
Presenter:	City Manager, Travis Wade

BRIEF SUMMARY: The draft contract has been reviewed and approved by the City Manager, Finance Director, and City Attorney.

RECOMMENDED MOTION AND REQUESTED ACTIONS: Motion to approval the Gouras and Associates Contract for Grant Services.

FUNDING SOURCE: N/A

ATTACHMENTS: Draft Gouras and Associates Contract

STAFF'S COMMENTS AND RECOMMENDATIONS:

**CONSULTANT SERVICES AGREEMENT BETWEEN THE CITY OF APALACHICOLA
AND
GOURAS & ASSOCIATES, LLC**

THIS CONSULTANT SERVICES AGREEMENT (hereinafter referred to as the “Agreement”) is made this _____, day of _____, 20____, by and between the **City of Apalachicola**, a municipal corporation of the state of Florida (hereinafter referred to as the “City”), with a mailing address of 192 Coach Wagoner Boulevard, Apalachicola, Florida 32320, and **Gouras & Associates, LLC**, a foreign limited liability company authorized to do business in the State of Florida (hereinafter referred to as “Contractor”) whose Federal I.D. # is 20-34427071.

RECITALS

WHEREAS, the City is in need of a contractor to provide Community Development Block Grant Disaster Recovery (“CDBG-DR”) and economic development consulting services and other grant writing, administration, and management consulting services (“Services”); and

WHEREAS, pursuant to the City of Apalachicola Purchasing Policy, the City issued a request for proposals (“RFP”) to competitively procure the Services and received responses to perform these Services. A copy of the procurement and Contractor’s responsive to the procurement is included as Attachment “A;” and

WHEREAS, Contractor is a certified and insured entity with the necessary expertise and experience to provide the desired Services; and

WHEREAS, the City wishes to enter into this Agreement with Contractor to provide the Services to the City, as further described herein.

NOW THEREFORE, in consideration of the promises and the mutual covenants herein, the parties agree as follows:

1. Recitals and Attachments. The Recitals set forth above are hereby incorporated into this Agreement and made part hereof for reference. The following documents are attached to this Agreement and are hereby incorporated herein.

- Attachment “A” – Procurement RFQ No. 2020-10-04 and Contractor’s Response
- Attachment “B” – Insurance Requirements
- Attachment “C” - Basis of Compensation
- Attachment “D” – Title VI list of pertinent nondiscrimination acts and authorities
- Attachment “E” – Scrutinized Companies Certification
- Attachment “F” – Special Conditions – Additional Federal Requirements

2. Services. Contractor agrees to perform the following services (the “Services”), upon issuance of a duly issued Work Authorization by the City consistent with Section 3 below:

Contractor shall provide consultant services for the Community Development Block Grant (CDBG) and Economic Development (ED) grant programs, including grant writing, administration, and

contract management. Contractor shall also provide related services covered by other grant, loan, or traditional funding sources upon mutual agreement of the parties and as described in a duly issued Work Authorization. Such sources of funding may include, but are not limited to, DRI, FEMA, FDEM, USDOC, K/DREF Grant, Economic Development Administration Grants, USDA Rural Development Grants and Low-Interest Loans, Department of Environmental Protection Grants and Low- Interest Loans, Governor's Office of Tourism, Trade and Economic Development, Water Management District Coop funding, special appropriations and other applicable grant and low-interest loan funds through the Federal, State, or other public sources.

- a. Grant writing services shall include, but are not limited to, reviewing the existing project information, background data and other information available to develop a complete application for the City's CDBG funding; providing recommendations on content and approach in the application; advising the City on the mixing and leveraging of funds (if any); identifying any needs for application enhancement or backup documentation; writing the complete CDBG application for City comment and use in requesting CDBG funds; providing technical assistance to City staff in follow up to the application submittal to address any City questions.
- b. Grant/loan program management services shall include, but not be limited to: conducting environmental review(s), coordinating with funding agencies, developing and administering agency contract(s), requesting, tracking and managing program funds in compliance with program guidelines, developing required public record systems, Davis-Bacon record-keeping requirements, Uniform Relocation Act compliance, advising and managing any required technical services or criteria, developing appropriate agency reports, schedules and certifications, coordinating and conducting any required public input, providing reports and technical assistance, and developing any annual and closeout agency submissions. Disaster project activities are expected to include housing rehabilitation and flood mitigation.
- c. In performing the Services, Contractor shall represent the City of Apalachicola in meetings with state and federal officials and or other agencies as may be necessary on behalf of the City.
- d. Contractor shall provide assistance and oversight to the City to monitor and assist with progress of grant funded projects and perform monitoring of contractors and consultants carrying out such projects.
- e. Contractor shall provide the City with grant close-out services in compliance with applicable federal regulations.
- f. The Services to be provided are further detailed in the Contractor's proposal attached as Attachment "A" and incorporated herein by reference. The Services shall be performed by Contractor to the full satisfaction of the City. Contractor agrees to immediately inform the City via telephone and in writing of any problems that could cause damage to the City. Contractor will require its employees to perform their work in a manner befitting the type and scope of work to be performed.
- g. Contractor recognizes that the City may employ several different contractors/consultants to perform the Services and that the Contractor has not been employed as the exclusive agent to perform any such Services.

- h. Federal Requirements: In performing under this Agreement, Contractor shall comply with all applicable federal requirements of the United States Federal Emergency Management Agency ("FEMA"), including but not limited to FEMA Section 404 and 406 funding mechanisms as well as all applicable federal requirements of the United States Department of Housing and Urban Development ("HUD"). In the event of any conflict between the applicable federal requirements and any other provision of this Agreement, the federal requirements shall control.
- i. Standard of Care. The City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby represents and agrees that all its Services will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by the City shall not operate as a waiver or release.

3. Work Authorizations.

a. Work Authorization Required Prior to Provision of Services. The Contractor is not authorized to provide Services or undertake any project or work provided for in this Agreement prior to the City having first issued a Work Authorization. Each Work Authorization shall set forth, at a minimum, the specific work or services to be provided by Contractor, the timeframe for completion and any applicable milestones, and the method of compensation, which shall be consistent with Section 5 hereof.

b. Extra or Changed Work. Extra or changed work or other changes to the Agreement or any duly issued Work Authorization may be authorized only by written amendment to this Agreement or such duly issued Work Authorization, signed by both parties, consistent with Section 28 hereof. *Provided*, minor changes beyond the scope of an approved Work Authorization, which cumulatively do not exceed the delegated signature authority of the City Manager and which do not significantly change the scope of work or significantly lengthen time schedules, may be executed by the City Manager. The Parties recognize and agree that except as expressly provided in this Agreement, City personnel are without authorization to order extra or changed work or waive Agreement requirements without the express written approval of the City Commission or its duly authorized representative. Failure of the Contractor to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment of the fee associated with such Work Authorization/project or timeframe for completion due to such unauthorized work and thereafter Contractor shall be entitled to no compensation whatsoever for the performance of such work. Contractor further expressly waives any and all right or remedy by way of restitution and *quantum meruit* for any and all extra work performed without such express and prior written authorization of the City.

4. Term and Renewal. The term of this Agreement shall begin on _____, and shall continue for a period of one (1) year from such date, subject to the City's ability to terminate in accordance with Section 8 of this Agreement. The terms of Section 10, entitled "Public Records," Section 11, entitled "Audit," and Section 24, entitled "Indemnification and Waiver of Liability," shall survive termination of this Agreement.

This Agreement may be renewed upon mutual written agreement of the parties for up to four (4) additional one (1) year terms.

5. Compensation.

- a. For all Services, the City shall pay Contractor in accordance with Attachment “C,” Basis of Compensation, and as further described in each duly issued Work Authorization. If no grants are awarded to the City through the efforts of the Contractor pursuant to this Agreement no compensation shall be due to be paid to Contractor. Compensation for Services provided pursuant to a Work Authorization will be structured as follows:

For all services required hereunder, Consultant shall receive compensation on a “Lump Sum” basis, which is anticipated to correlate with a percentage of each grant amount. Fees shall be negotiated on a per project basis depending upon the nature and complexity of the project, and fees are intended to be negotiated with the City on a project-by-project basis in accordance with fee guidelines established by the State of Florida (Department of Economic Opportunity) and in compliance with HUD guidelines. ~~To the extent required requested by HUD guidelines Consultant shall provide a Cost Analysis for Professional Services hourly rates and number of hours associated with each service detailed in the Work Authorization totaling the Lump Sum compensation amount.~~ Fees, once negotiated and formalized in the corresponding Work Authorization shall be firm, fixed prices for each grant. In the event the City receives an increase in the grant, the parties shall adjust the fixed price accordingly. Fees will be billed and paid in accordance with a Compensation Schedule agreed to by the parties in the corresponding Work Order.

Total compensation per project will be based on a percentage of the project grant as permitted by applicable state and federal regulations.

- b. Contractor shall submit invoices in arrears to the City for services performed under each applicable Work Authorization. The invoice shall indicate that all services have been completed for that invoice period. Each invoice shall show or include, at a minimum: (i) the task(s) performed in sufficient detail to conduct pre- and post-audits thereof; (ii) copies of receipts for reimbursable materials/expenses, if any; and (iii) such other information as the City may require in order to evaluate the sufficiency of the Services provided and eligibility for payment of compensation. In addition, Contractor agrees to provide the City with any additional documentation requested to process the invoices. Invoices must reference the applicable Contract and Work Authorization number and should further include Contractor’s name, address, and contact information. Each individual invoice shall be due and payable forty-five (45) days after receipt by the City of correct, fully documented, invoice, in form and substance satisfactory to the City with all appropriate cost substantiations attached. All invoices shall be delivered to:

~~Travis Wade, City Manager~~ Leo Bebeau, Finance Director

192 Coach Wagoner Boulevard (14th Street),
Apalachicola, Florida 32320

- c. In order for both parties to close their books and records, for each Work Authorization/Project, the Contractor will clearly state "Final Invoice" on the Contractor's Final/last billing to the City. This certifies that all services have been properly performed and all charges and costs have been invoiced to the City. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the Contractor. Payment of the final invoice shall not constitute evidence of the City's acceptance of the work. For final acceptance of any services provided hereunder, the Contractor will submit an acceptance document to the City for approval.
- d. Reimbursable Expenses.

The following are reimbursable expenses associated with this Agreement:

Travel, lodging, meals, and mileage, which shall be reimbursed in accordance with Section 112.061, Florida Statutes.

Field documents and other equipment/supplies shall be invoiced at cost only and with approved documentation; no markup allowed.

Other required non-labor expenses as may be applicable to the project and pre-approved by the City shall be invoiced at cost only with approved documentation; no markup allowed.

All requests for payment of reimbursable expenses under the terms of this Agreement, if any, shall include copies of paid receipts, invoices or other documentation acceptable to the City. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Services described in this Agreement.

- e. Availability of Funds. The City's performance and obligation to pay under this Agreement is contingent upon annual appropriation for its purpose by the City Commission.
- f. Contractor shall make no other charges to the City for supplies, labor, taxes, licenses, permits, overhead or any other expenses or costs unless any such expenses or cost is incurred by Contractor with the prior written approval of the City. If the City disputes any charges on the invoices, it may make payment of the uncontested amounts and withhold payment on the contested amounts until they are resolved by agreement with the Contractor. Contractor shall not pledge the City's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

6. Ownership of Documents and Equipment. All documents prepared by the Contractor pursuant to this Agreement and related Services to this Agreement are intended and represented for the

ownership of the City only. Any other use by Contractor or other parties shall be approved in writing by the City.

7. Insurance. Contractor shall, at its sole cost and expense, during the period of any work being performed under this Agreement, procure and maintain the minimum insurance coverage required as set forth in Attachment "B" attached hereto and incorporated herein, to protect the City and Contractor against all loss, claims, damages and liabilities caused by Contractor, its agents, or employees.

8. Termination and Remedies.

- a. Termination for Breach. If, through any cause within its reasonable control, the Contractor shall fail to fulfill in a timely manner or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the City shall have the right to terminate the Services then remaining to be performed. Prior to the exercise of its option to terminate for cause, the City shall notify the Contractor of its violation of the particular terms of the Agreement and grant Contractor ten (10) days to cure such default. If the default remains uncured after ten (10) days the City may terminate this Agreement, and the City shall receive a refund from the Contractor in an amount equal to the actual cost of a third party to cure such failure. If Contractor fails, refuses or is unable to perform any term of this Agreement, City shall pay for services rendered as of the date of termination.
- i. In the event of termination, all finished and unfinished documents, data and other work product prepared by Contractor (and sub-Contractor (s)) shall be delivered to the City and the City shall compensate the Contractor for all Services satisfactorily performed prior to the date of termination, as provided in Section 4 herein.
 - ii. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the City for damages sustained by it by virtue of a breach of the Agreement by Contractor and the City may reasonably withhold payment to Contractor for the purposes of set-off until such time as the exact amount of damages due the City from the Contractor is determined.
- b. Termination for Convenience. The City may, for its convenience and without cause, immediately terminate the Services then remaining to be performed and/or this Agreement in full at any time by giving written notice to Contractor. In such event, the terms of Paragraph a(i) and a(ii) above shall be applicable hereunder. Contractor may, for its convenience and without cause, terminate this Agreement by giving sixty (60) days written notice to the City. In such event, the terms of Paragraph a(i) and a(ii) above shall be applicable hereunder.
- c. Termination for Insolvency. The City also reserves the right to terminate the remaining Services to be performed in the event the Contractor is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.
- d. Termination for failure to adhere to the Public Records Law. Failure of the Contractor to adhere to the requirements of Chapter 119 of the Florida Statutes and Section 10 below, may result in immediate termination of this Agreement.

9. Governing Law, Venue and Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in the First Judicial Circuit in and for Franklin County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. In the event it becomes necessary for the City to file a lawsuit to enforce any term or provision under this Agreement, then the City shall be entitled to its costs and attorney's fees at the pretrial, trial and appellate levels. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the City pursuant to Section 768.28, Florida Statutes.

10. Public Records. Any record created by either party in accordance with this Agreement shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119. Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

- a. Keep and maintain public records required by the City to perform the service.
- b. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
- d. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE

CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT APALACHICOLA CITY RISK MANAGEMENT DEPARTMENT, 192 COACH WAGONER BOULEVARD, APALACHICOLA, FL 32320 PHONE: (850) 653-9319, twade@cityofapalachicola.com

11. Audit. The City and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions, and requirements of this Agreement and such right shall extend for a period of five (5) years after termination of this Agreement.

12. Notices. All notices and written communication between the Parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt (or when receipt is otherwise acknowledged), a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. All notices and written communication shall be addressed to such party as follows:

If to the City:	Travis Wade, City Manager 192 Coach Wagoner Boulevard (14th Street), Apalachicola, Florida 32320 twade@cityofapalachicola.com
If to the Contractor:	Chris Gouras, Manager Gouras & Associates, LLC 214 Draperon Drive Ridgeland, MS 39157 chrishgouras@gourasandassociates.com

This Section shall not preclude routine communication by the Parties by other means.

13. Assignment. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the City. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the City.

14. Subcontracting.

a. Contractor shall not subcontract any Services to be provided to City without the prior written approval of the City's representative. The City reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. Any subcontract entered into between the Contractor and subcontractor will need to be approved by the City prior to it being entered into and said agreement shall incorporate in all required terms in accordance with local, state and federal regulations. The City's acceptance of a subcontractor shall not be unreasonably withheld.

b. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Additionally, in performing under this Agreement, Contractor shall comply with Section 3 of the Housing and Urban Development Act of 1968 and all implementing regulations (including 24 C.F.R. Part 135).

c. Regardless of any subcontract, the Contractor is ultimately responsible for all Services to be performed under this Agreement. The Contractor agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Contractor that the City shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

15. Civil Rights. The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

16. Compliance with Nondiscrimination Requirements. During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest, agrees as follows:

- a. Compliance with Regulations: The Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated and attached hereto as Attachment "D".
- b. Nondiscrimination: The Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment,

each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

- d. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or other governmental entity to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the City or the other governmental entity, as appropriate, and will set forth what efforts it has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the City will impose such contract sanctions as it or another applicable state or federal governmental entity may determine to be appropriate, including, but not limited to:
 - i. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or
 - ii. Cancelling, terminating, or suspending the Agreement, in whole or in part.
- f. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the City to enter into any litigation to protect the interests of the City. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

17. Procurement of Recovered Materials. Contractor and any subcontractors agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- 1) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
- 1) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

18. Debarment and Suspension. Contractor as part of the procurement response, has submitted to the City a certification that Contractor and its principals, if applicable, are not presently debarred or suspended by any Federal department or agency from participating in this transaction. Contractor now agrees to verify, to the extent applicable, that for each lower tier subcontractor that exceeds \$25,000 as a “covered transaction” under the Services to be provided is not presently disbarred or otherwise disqualified from participating in the federally assisted services. The Contractor agrees to accomplish this verification by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offerer /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

19. Minority/Women’s Business Enterprises. Contractor must take all necessary affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible, in accordance with 2 CFR 200.321. If subcontracts are to be let, prime contractor will require compliance by all sub-contractors. Information regarding certified M/WBE firms can be obtained from (the following list is not exhaustive):

- Florida Department of Management Services (Office of Supplier Diversity);
- Florida Department of Transportation;
- Minority Business Development Center in most large cities; and
- Local Government M/DBE programs in many large counties and cities.

20. Compliance with Laws. Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Services, shall exercise full and complete authority over Contractor’s personnel, shall comply with all workers’ compensation, employer’s liability and all other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer performing services such as the Services, and shall make all reports and remit all withholdings or other deductions from the compensation paid to Contractor’s personnel as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.

21. Conflict of Interest. The Contractor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly which could conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by the Contractor. The Contractor guarantees that he/she has not offered or given to any member of, delegate to the Congress of the United States, any or part of this contract or to any benefit arising therefrom.

22. Independent Contractor. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. Under no circumstances shall Contractor or any of Contractor's employees, agents, or subcontractors look to the City as his/her employer, or as partner, agent or principal. Neither Contractor, nor any of Contractor's employees, agents, or subcontractors shall be entitled to any benefits accorded to the City's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the Services to be provided under this Agreement.

23. Third Party Beneficiaries. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

24. Indemnification and Waiver of Liability. The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against claims, damages, losses and expenses (including but not limited to attorney's fees, court costs and costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent acts, errors, mistakes or omissions relating to professional Services performed under this Agreement. The Contractor's duty to defend, hold harmless and indemnify the City its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury; sickness; disease; death; or injury to impairment, or destruction of tangible property including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes or omissions related to Services in the performance of this Agreement including any person for whose acts, errors, mistakes or omissions the Contractor may be legally liable. The parties agree that the first ONE HUNDRED DOLLARS (\$100.00) paid to Contractor represents specific consideration to the Contractor for the indemnification set forth herein.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the City to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the City thereafter to enforce such provisions.

25. Taxes and Assessments. Contractor agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the

City in accordance with this Agreement. Contractor further agrees that it shall protect, reimburse and indemnify City from and assume all liability for its tax and assessment obligations under the terms of the Agreement.

The City is exempt from payment of Florida state sales and use taxes. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the City, nor is the Contractor authorized to use the City's tax exemption number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

26. Prohibition Against Contracting with Scrutinized Companies. Pursuant to Florida Statutes Section 215.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the City's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018.

Any contract entered into or renewed after July 1, 2018 shall be terminated at the City's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Contractors must submit the certification that is attached to this agreement as Attachment "E". Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error, then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

27. Special Conditions – Additional Federal Requirements. As some or all of the Services to be provided under this Agreement may be funded with federal funds. Contractor agrees to adhere to the required additional federal requirements set forth in Attachment "F" and incorporated herein by reference.

28. Grant Requirements. Contractor understands and acknowledges that the Services to be performed under this Agreement may be funded in whole or in part through one or more grants. In performing under this Agreement, Contractor agrees to adhere to all of the requirements contained in such grants.

29. Inconsistencies and Entire Agreement. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any attachment attached hereto, any document or events referred to herein, or any document incorporated into this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given superior effect and priority over any conflicting or inconsistent term, statement, requirement or provision contained in any other document or attachment, including but not limited to Attachments listed in Section 1.

30. Severability. If any term or condition of this Agreement shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

31. Entire Agreement. The Parties agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the City and Contractor pertaining to the Services, whether written or oral. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

32. Modification. Neither this Agreement nor any duly issued Work Authorization may be modified unless such modifications are evidenced in writing signed by both the City and the Contractor.

33. Representation of Authority to Contractor/Signatory. The individual signing this Agreement on behalf of Contractor represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. The signatory represents and warrants to the City that the execution and delivery of this Agreement and the performance of the Services and obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year first written above.

GOURAS & ASSOCIATES, LLC

Attest:

By: _____
Corporate Secretary

[Print Name]

DATE: _____

SEAL

By: _____

[Print Name]

[Title]

DATE: _____

CITY OF APALACHICOLA

Attest:

By: _____
Deborah Guillotte, City Clerk

By: _____
Mayor Brenda Ash

Date Approved: _____

Attachment "A"

Procurement RFQ No. 2020-10-04 and Contractor's Response

Attachment "B"
Insurance Requirements

Attachment "B"

Insurance Requirements

Insurance Required

During the life of the contract, the contractor shall procure and maintain the types of insurance described herein. Policies shall be from insurers with a minimum financial size of VIII; in accordance with the latest edition of AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverage for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverage described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The City does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name the City of Apalachicola as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the City, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City. They shall be reduced or eliminated at the option of the City. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the City, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

A. Workers Compensation Coverage

The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least

\$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with Section 440.02(13)(d) and 440.10(1)(g) Florida Statutes. Contractor shall also purchase any other coverage required by law for the benefit of employees.

B. General, Automobile and Excess or Umbrella Liability Coverage

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

C. General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverage, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the City's acceptance of renovation or construction projects.

D. Business Auto Liability Coverage

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

E. Excess or Umbrella Liability Coverage

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverage. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

F. Professional Liability/Malpractice/Errors or Omissions Insurance

The contractor shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence.

G. Evidence/Certificates of Insurance

The required insurance described herein shall be documented in certificates of insurance. If and when required by the City, certificates of insurance shall be accompanied by documentation that is acceptable to the City establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the City at least 30 days prior to coverage renewals. Failure of the contractor to provide the City with such renewal certificates may be considered justification for the City to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that the City of Apalachicola is an additional insured on the general liability policy.
2. Include a reference to the project and the RFP number.
3. Disclose any self-insured retentions in excess of \$1,000.
4. Designate the City of Apalachicola as the certificate holder as follows:
City of Apalachicola
Attention: Travis Wade, City Manager
192 Coach Wagoner Blvd. (14th St.)
Apalachicola, Florida 32320
5. Indicate that the City shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the City, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Attachment "C"

Basis of Compensation

Attachment "C"

Basis of Compensation

The fee associated with each Work Authorization/project shall be negotiated and determined on a per Work Authorization/project basis depending upon the nature and complexity of the work to be performed.

Fees shall be determined in accordance with applicable fee guidelines established by the State of Florida (Department of Economic Opportunity), HUD, or such other applicable federal or state granting agency, and 2 CFR 200. All fees, once negotiated, shall be firm, fixed prices for each Work Authorization/project.

Example of Funding Compensation Structure

Services to be billed at the following milestones:

- Approval of a grant agreement 10%
- Issuance of Notice to Proceed for construction 15%
- Construction (Billed as a percentage of construction completion at equal, monthly installments over the life of construction) 70%
- Closeout 5%

Hourly Rate Schedule

<u>Position</u>	<u>Hourly Rate</u>
Subject Matter Expert	\$235
Senior Project Manager	\$235
Project Manager	\$215
Administrative/Clerical	\$75
Labor Compliance Officer	\$125

Non-labor expenses applicable to the project including but not limited to travel, lodging, meals, and mileage shall be invoiced in accordance with Section 112.061, Florida Statutes.

Attachment "D"
Civil Rights Clauses

Attachment “D”

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), as applicable, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

Attachment "E"

Scrutinized Contractors Certificate

Attachment E

VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Agreement, the Contractor, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the City may immediately terminate this Agreement for cause if the Contractor is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the City determines that the Contractor has submitted a false certification, the City will provide written notice to the Contractor. Unless the Contractor demonstrates in writing, within 90 calendar days of receipt of the notice, that the City's determination of false certification was made in error, the City shall bring a civil action against the Contractor. If the City's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on the Contractor, and the Contractor will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of City's determination of false certification by Contractor. The contracting prohibitions in this section shall become inoperative and of no further force and effect on the date that federal law ceases to authorize the states to adopt and enforce such contracting prohibitions.

GOURAS & ASSOCIATES, LLC

Attest:

By: _____
Corporate Secretary

[Print Name]

DATE: _____

By: _____

[Print Name]

[Title]

DATE: _____

Attachment "F"

**Special Conditions
Additional Federal Requirements**

Attachment "F"

FEDERALLY REQUIRED CONTRACT CLAUSES

1. Equal Employment Opportunity.

a. The contractor agrees to comply with the requirements of Chapter 760, Florida Statutes, and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended.

b. If this contract is in excess of \$10,000 and meets the definition of a "federally assisted construction contract" as provided in 41 C.F.R. § 60-1.3, the following shall apply to the contractor's performance under this contract:

- i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- iv. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- viii. The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

For the purposes of this section, "federally assisted construction contract" means any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant,

contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

For the purposes of this section, "construction work" means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

2. Davis Bacon Act.

a. This section applies to all construction contracts in excess of \$2,000.

b. In accordance with the requirements of the Davis Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction), the contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the contractor shall pay wages not less than once a week.

c. Award of this contract to the contractor is conditioned upon the contractor's acceptance of the current prevailing wage determination issued by the Department of Labor as provided in the solicitation for this contract.

3. Copeland Anti-Kickback Act.

a. This section applies to all contracts and subcontracts in excess of \$2,000 for construction or repair.

b. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract. Specifically, the contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

c. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

d. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

4. Contract Work Hours and Safety Standards Act.

a. This section applies to all contracts in excess of \$100,000 that involve the employment of mechanics or laborers as provided in 40 U.S.C. § 3701.

b. As provided in 40 U.S.C. § 3702, and as supplemented by Department of Labor regulations (29 C.F.R. Part 5), the contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

c. The requirements of 40 U.S.C. § 3704, as supplemented by 29 C.F.R. Part 5, shall apply to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

d. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

e. In the event of any violation of the clause set forth in paragraph (d) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (d) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (d) of this section.

f. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (e) of this section.

g. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (c) through (f) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for

compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (c) through (f) of this section.

5. Compliance With Clean Air Act.

a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

b. The contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the state of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided through Community Development Block Grant Disaster Recovery funds.

6. Compliance with Federal Water Pollution Control Act.

a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

b. The contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the state of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided through Community Development Block Grant Disaster Recovery funds.

7. Debarment and Suspension.

a. This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The contractor must comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C, in addition to remedies available to the state of Florida and the

City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8. Byrd Anti-Lobbying Amendment.

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18: CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

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

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

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

9. Procurement of Recovered Materials.

a. In the performance of this contract, the contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Recovery Act. The contractor shall make maximum use of products containing recovered materials that are EPA- designated items, as set forth in 40 C.F.R. Part 247, Subpart B, unless the product cannot be acquired-

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

b. The requirements of this section apply to the purchase or acquisition of any procurement item where the purchase price of the item exceeds \$10,000 or where the quantity of such item or of any functionally equivalent item purchased or acquired in the course of the previous fiscal year is \$10,000 or more.

10. Section 3 Clause.

a. The work to be performed under this agreement is a project assisted under a program providing direct federal financial assistance from the U.S. Department of Housing and Urban Development (HUD) and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the

project be awarded to business concerns that provide economic opportunities to low- and very low-income persons residing in the metropolitan area in which the project is located.

b. The parties to this agreement agree to comply with the requirements of 24 C.F.R. Part 135, which implement Section 3. As evidenced by their execution of this agreement, the parties certify that they are under no impediment what would prevent them from complying with these requirements.

c. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advertising the contractor's commitments under this Section 3 clause. The contractor shall post copies of this notice in conspicuous places at the worksite where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth the minimum number and job titles subject to hire, the availability of apprenticeship and training positions, the qualifications for each, the name and location of the person(s) taking applications for each position, and the anticipated date the work shall begin.

d. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with the regulations set forth in 24 C.F.R. Part 135 and agrees to take appropriate action, as provided in the applicable provision of the subcontract, or in this Section 3 clause, upon finding that the subcontractor is in violation of the regulations set forth in 24 C.F.R. Part 135. The contractor shall not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.

e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. part 135.

f. Noncompliance with the regulations set forth in 24 C.F.R. part 135 may result in sanctions, termination of this agreement for default, and debarment or suspension from future HUD-assisted contracts.

g. With respect to work performed in connection with Section 3-covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this agreement. Section 7(6) requires that to the greatest extent feasible, (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this agreement that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

11. Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that this contract is funded entirely or in part by Community Development Block Grant Disaster Recovery funds. The contractor will comply with all applicable federal law, regulations, executive orders, and Department of Housing and Urban Development policies, procedures, and directives, including, but not limited to:

- a. The Housing and Community Development Act of 1974, as amended;
- b. Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5155), as amended;
- c. Section 18 of the Small Business Act (14A U.S.C. § 647), as amended;
- d. 44 C.F.R. § 206.191 (Duplication of Benefit), as amended;
- e. Federal Register, Vol. 76, No. 221, November 16, 2011 (76 FR 71060): Clarification of Duplication of Benefits Requirements Under the Stafford Act for Community Development Block Grant (CDBG) Disaster Recovery Grantees;
- f. Public Law 114-223: Continuing Appropriations Act, 2017;
- g. Public Law 114-254: Further Continuing and Security Assistance Appropriations Act, 2017;
- h. HUD Federal Register Notice published at 81 FR 83254 dated November 21, 2016;
- i. HUD Federal Register Notice published at 82 FR 5591 dated January 18, 2017;
and
- j. HUD Federal Register Notice published at 82 FR 36812 dated August 7, 2017.

12. No Obligation by Federal Government.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

13. Fraud and False or Fraudulent or Related Acts.

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

14. Utilization of Minority and Women Firms (M/WBE).

The contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2 CFR 200.321. If subcontracts are to be let, prime contractor will require compliance by all sub-contractors. Prior to contract award, the contractor shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

**Florida Department of Management Services (Office of Supplier Diversity)
Florida Department of Transportation
Minority Business Development Center in most large cities and
Local Government M/DBE programs in many large counties and cities**

Such affirmative steps shall at a minimum include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, or women's business enterprises;
5. Utilizing services and assistance, as appropriate, of such organizations as the Small Business Administration, the Minority Business Development Agency of the Department of the Commerce, the Florida Department of Management Services (Office of Supplier Diversity), the Florida Department of Transportation, Minority Business Development Center, and Local Government M/DBE programs; and
6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above in subparagraphs (1) through (5).
7. As used herein, the term "minority and women business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women.
8. The requirement outlined in subparagraphs (1) through (5) above does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

9. The requirements described in subparagraphs (1) through (5) above outlines the affirmative steps that the Contractor must take; the requirements do not preclude the City or Contractor from undertaking additional steps to involve small and minority businesses and women's business enterprises.

**APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: August 3, 2021**

SUBJECT: Senior Management Retirement Changes

AGENDA INFORMATION:

Agenda Location:	Unfinished Business
Item Number:	4
Department:	Administration
Presenter:	Travis Wade

BRIEF SUMMARY: The Commission approved changing the retirement status of Finance Director Leo Bebeau and Project Impact Director Nadine Kahn to Senior Management at the July 6, 2021 Regular Meeting. Since that meeting the changes have been publicly noticed in compliance with State of Florida requirements and the City Manager has received no public input in opposition.

RECOMMENDED MOTION AND REQUESTED ACTIONS: Approve and proceed with retirement changes to Senior Management Retirement.

FUNDING SOURCE: N/A

ATTACHMENTS: None

STAFF'S COMMENTS AND RECOMMENDATIONS:

**APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: August 3rd, 2021**

SUBJECT: Rescind Resolutions 2015-16 and 2017-04

AGENDA INFORMATION:

Agenda Location: New Business

Item Number: 1

Presenter: Commissioner Elliott

BRIEF SUMMARY: This resolution is preventing the CRA from developing ADA accessible public restrooms for the public park located at Franklin Square.

RECOMMENDED MOTION AND REQUESTED ACTIONS: Motion to Rescind Resolutions 2015-16 and Resolution 2017-04

FUNDING SOURCE: N/A

ATTACHMENTS: Resolutions 2015-16 and 2017--04

STAFF'S COMMENTS AND RECOMMENDATIONS:

**CITY OF APALACHICOLA
RESOLUTION NO. 2015-16**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF APALACHICOLA, FLORIDA REGARDING THE RESTORATION AND PRESERVATION OF GORRIE SQUARE

WHEREAS, the original plat for the City of Apalachicola adopted in 1830 established a large central square and five smaller squares; and

WHEREAS, the City was the subject of a landmark 1975 study by Apalachicola native and architect Willoughby Marshall titled Apalachicola: Economic Development Through Historic Preservation that advocated historic preservation and planning based on use of the City's historic and natural assets, and which resulted in the City achieving designation on the National Register of Historic Places in 1980 of its Historic District, and, **WHEREAS** the City adopted many elements of the Marshall study in its Land Development Code (LDC) and in its Comprehensive Plan and amended the LDC in 2013 to include a Future Land Use Element which states as its Goals and Objectives:

- Restore its historic public squares
- Develop specific development standards for the City's historic squares
- Deny permitting for new buildings to be built on City-owned Historic City Squares
- Prioritize historic city square preservation, design and planning in seeking grants; and

WHEREAS, City Ordinance 2013-1 approved November 3, 2013 included portions of the 2008 Riverway Report prepared by the Fanning Institute of the University of Georgia that recommended restoring the squares "creating a true square" modeled on those designed by James D. Oglethorpe in Savannah, Georgia, maximizing open space, and returning Gorrie Square to its original size, configuration and purpose as passive recreation for the enjoyment of citizens and which emphasizes Apalachicola as a heritage tourism destination; and

WHEREAS, the City is presented with a timely opportunity to implement these goals given the imminent relocation of the City Library.

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

1. Preserve the option to obtain funding whether from public or private sources or both, and upon approval by the City Commission, undertake the preservation and restoration of Gorrie Square so that the public benefits enumerated in this Resolution may be achieved and the restoration of Gorrie Square may become a model for the restoration of other City Squares as planning and funding permit.
2. Make no commitment to any person, group or entity with respect to any long-term lease, rental, or improvements to or of the to-be-vacated library building pending further planning and consideration of the restoration of Gorrie Square.

ADOPTED BY THE CITY COMMISSION OF THE CITY OF APALACHICOLA THIS 8th DAY OF December, 2015.

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



VAN W. JOHNSON, SR., MAYOR

ATTEST:

Lee H. Mathes
LEE H. MATHES, CITY CLERK

City of Apalachicola
Resolution No. 2017-04
Restoration of Apalachicola's Historic City Squares

WHEREAS the City of Apalachicola's original 1830 layout was based on the plan for Philadelphia incorporating a large central square and 5 smaller squares; and

WHEREAS the City was the subject of a landmark 1975 study by Apalachicola native son and architect Willoughby Marshall titled Apalachicola: Economic Development Through Historic Preservation, that advocated historic preservation and planning based on use of the City's natural assets and which resulted in the City achieving designation on the National Register of Historic Places in 1980 for its Historic District; and

WHEREAS the City adopted in 1991 much of the Marshall study in its Land Development Code (LDC) and its Comprehensive Plan and amended the LDC in 2013 to include a Future Land Use Element which states as its Goals and Objectives:

- Restore its historic public squares
- Develop specific development standards for the City's historic squares
- Deny permitting for new buildings to be built on City-owned Historic City Squares
- Prioritize historic city square preservation, design and planning in seeking grants; and
-

WHEREAS City Ordinance 2013-1 approved November 3, 2013 included portions of the 2008 Riverway Report prepared by the University of Georgia's Fanning Institute recommending restoring the squares "creating a true square" modeled by James D. Oglethorpe for Savannah Ga. maximizing open space, and returning Gorrie Square to its original configuration and purpose as passive recreation for the enjoyment of citizens and emphasis on Apalachicola as a heritage tourism destination; and

WHEREAS the City recognized a timely opportunity to implement these goals given the imminent relocation of the City Library, it unanimously passed Resolution 2015-16 on December 8, 2015 as follows:

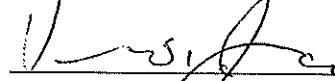
1. Preserve the option to obtain funding whether from public or private sources or both, and upon approval by the City Commission, undertake the preservation and restoration of Gorrie Square so that the public benefits enumerated in this Resolution may be achieved and the restoration of Gorrie Square may become a model for the restoration of other City Squares as planning and funding permit.

2. Make no commitment to any person, group or entity with respect to any long-term lease, rental or improvements to or of the to be vacated library building pending further planning and consideration of the restoration of Gorrie Square.


NOW THEREFORE, by the City Commission of the City of Apalachicola agrees to extend Resolution 2015-16 prohibiting making commitments to use, lease, rent or improve Gorrie Square and apply its provisions to the other four City owned Squares, specifically: City, Franklin, Chapman, and Madison, with the additional restriction of prohibiting encroachments on and removal of heritage trees on ALL four squares. With regard to Washington Squares, the City shall make this same Resolution apply to the parts of Washington Square it owns or controls and to use all efforts to the extent possible to apply these same restrictions to the entirety of Washington Square.

Adopted by the City Commission of the City of Apalachicola on this 7th day of March, 2017.

FOR THE CITY COMMISSION OF THE CITY OF
APALACHICOLA



Van W. Johnson, Sr., Mayor

ATTEST: 

Lee Mathes, City Administrator

**APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: August 3, 2021**

SUBJECT: HCA Application for the Florida Humanities Grant

AGENDA INFORMATION:

Agenda Location:	New Business
Item Number:	2
Department:	HCA
Presenter:	Commissioner Grove

BRIEF SUMMARY: The History Culture and Arts (HCA) Committee would like the Commission's approval to apply for the Florida Humanities Grants, which is due September 1, 2021.

RECOMMENDED MOTION AND REQUESTED ACTIONS: A motion to approve the HCA Committee to apply for the Florida Humanities Grant.

FUNDING SOURCE: N/A

ATTACHMENTS: None

STAFF'S COMMENTS AND RECOMMENDATIONS:

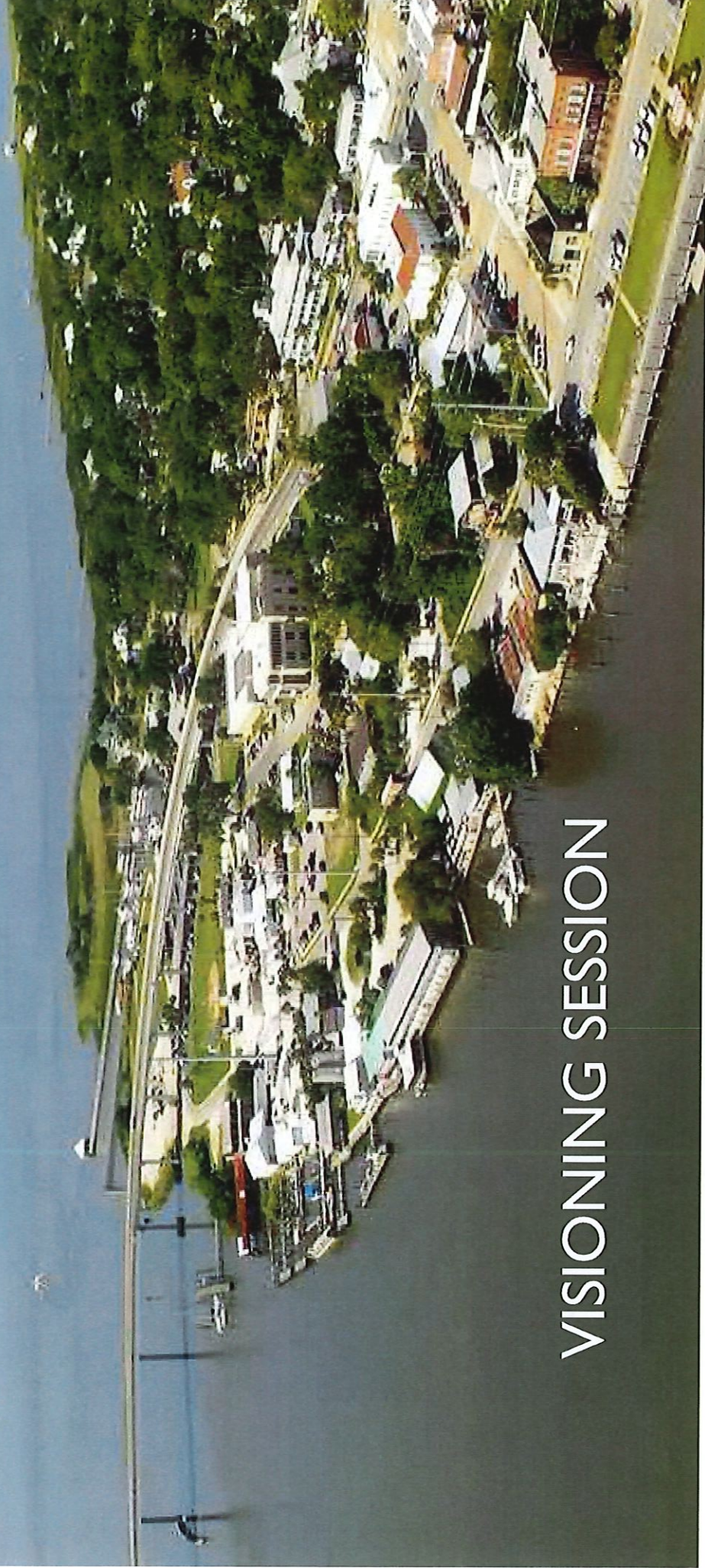
Mayor's Report

It has been an interesting and challenging first month in the role as mayor. Nevertheless, as Mayor I will strive to be open and transparent. I know the significance of being informed. Therefore, I plan to provide monthly updates on my interactions with staff and City partners. I encourage the Commissioners to do the same.

- **September meeting:** Due to the election, I'm requesting that the September meeting time be changed to 4:00pm, as Commissioners are required to participate in the canvassing process. **(ACTION)**
- **Visioning Session:** I had a meeting with Keith Bowers regarding a follow up to the previously held visioning session (presentation attached). I would like to move forward with a second session either Thursday September 9th or Friday September 10th. **(DISCUSSION-Date/Time selection)**
- **Legislative Appropriations:** Ideas should be submitted to Manager Wade & Consultant Holley for prioritizing and further discussion. Submit those on or before August 31. **(REQUEST)**
- **COVID-19/Delta Variant:** We know that positive cases are on the rise throughout the country but especially in FL. The CDC has updated its guidelines for the unvaccinated. What actions, if any, should the COA take? **(CITY ATTORNEY ADVICE)**
- **Dr. Frederick Humphries:** Created a proclamation and attended funeral service. I suggested forming a community committee to create a memorial celebration. This is not a City activity. **(INFORMATION)**
- **Disaster Readiness:** I met with City Manager Wade and Chief Varnes. They are in the process of putting a plan in place. The plan will focus heavily on communications making sure all departments are informed including all other aspects of disaster readiness. Once the draft is completed it will be disseminated to Commissioners for input, prior to the September meeting. **(INFORMATION)**
- **Triumph Grant:** Along with Manager Wade and Consultant Chris Holley, a meeting was held with Alan Pierce regarding potential opportunities. **(INFORMATION-More to follow)**
- **Baskerville & Donovan:** Manager Wade and I met with Alan Hart and Rick Delp regarding WWTP (waste water treatment plant) presentation (follow up) that was held with Mayor Begos. A follow up meeting has been scheduled for August 25. **(INFORMATION).**
- **City Staff:** Due to scheduled vacations and illnesses, the city will oftentimes be operating on a skeleton crew. Please be mindful and respectful. **(INFORMATION)**

CITY OF APALACHICOLA

VISIONING SESSION



AGENDA

- Introductions/Icebreaker
- Overview of the Visioning Session
- SWOT Analysis
- Vision Statement Exercise
- 5 Bold Steps Vision Canvas
- Discussion
- Wrap Up



ICE BREAKER

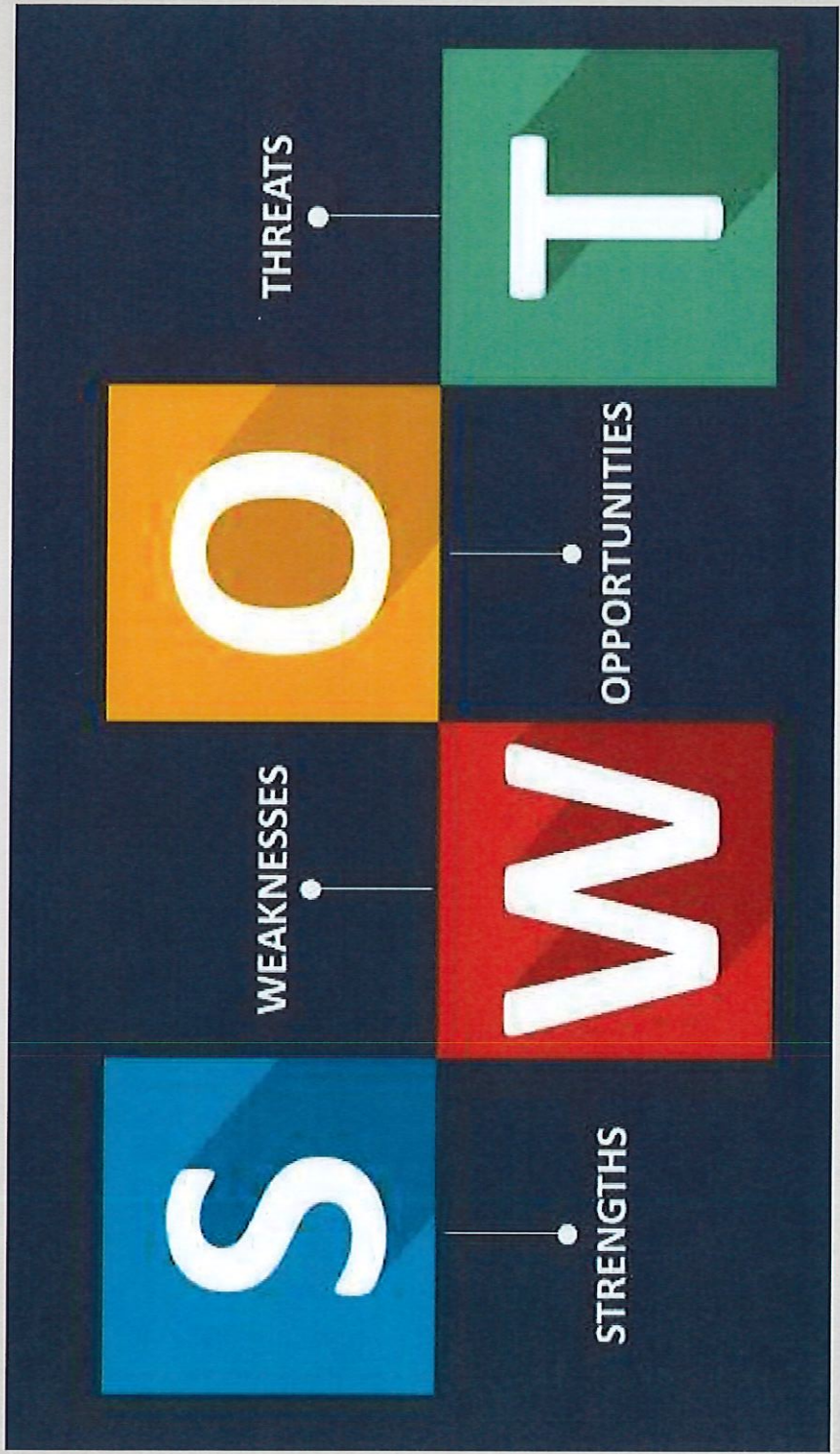
INTRODUCTIONS



OVERVIEW

- Purpose of the Visioning Session
- Rules of Engagement
- High Level Thinking and Discussions
- Looking Forward **Only**
- Full Participation is Expected
- Desired Outcomes





CITY OF APALACHICOLA SWOT ANALYSIS

STRENGTHS

- Passion
- Dedicated Staff/Leadership
- Strong Business Community
- Environment
- Natural Surroundings
- Maritime Culture
- Hometown feel
- Diversity
- Location
- Unique Experience
- Historic Buildings
- Parks
- Team Mentality



CITY OF APALACHICOLA SWOT ANALYSIS

WEAKNESSES

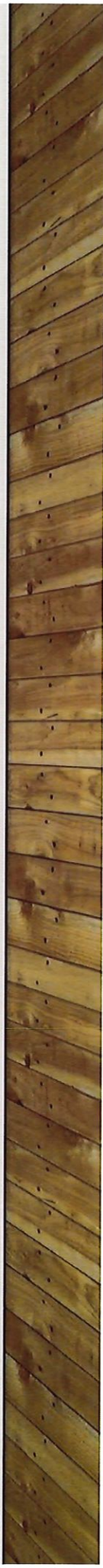
- New Commissioners
- New Staff Members
- Rudeness and Discord
- Financial Foundation
- Varying Perspectives
- Lack of Consistency
- Lack of Execution
- Manpower
- Technology
- Lack of Openness and Candor
- Low Salaries for City Employees
- Lack of Citizen Participation
- Void in Institutional Knowledge
- Fractured Commission
- Affordable Housing
- Lack of Economic Diversity
- Laxed Code/Policy Enforcement
- Shortage of Job Opportunities
- Outdated Infrastructure (Stormwater, Waste Water, Drinking Water)
- Ineffective Communication
- Equal Access to Added Items to the Agenda
- Limited Access to Goods and Services
- Small Tax Base



CITY OF APALACHICOLA SWOT ANALYSIS

OPPORTUNITIES

- Availability of Disaster Relief Funds
- Availability of CDBG Funds
- Influx of New Residents
- Expanding Tourism Industry
- Resources Made Available Through the State
- Engagement of Citizens

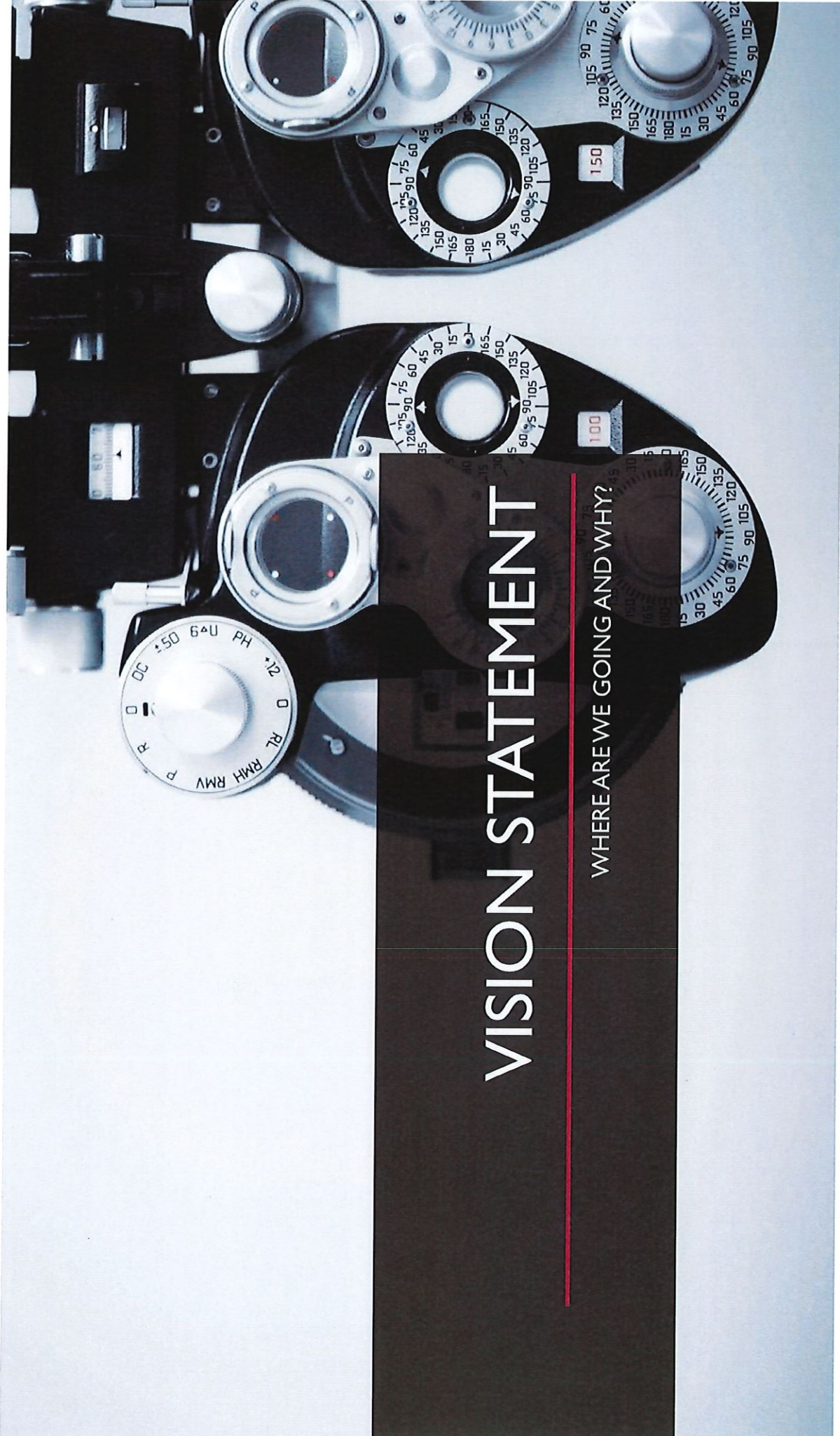


CITY OF APALACHICOLA SWOT ANALYSIS

THREATS

- Gentrification
- Increased Development
- Talent Retention
- Loss of Cultural Identity
- Water Loss from the River
- Coastal Storms
- Polarization of Society
- Overcrowding
- COVID
- Social Media Divisiveness
- Restrictive Seafood Industry Regulations
- Sea Level Rising/Flooding
- Decreasing Inventory of Land





VISION STATEMENT

WHERE ARE WE GOING AND WHY?

A VISION STATEMENT IS:



Your Inspiration



The Framework for Strategic Planning



An Articulation of Your Dreams



An Explanation of Your Why



Aspirational and Achievable

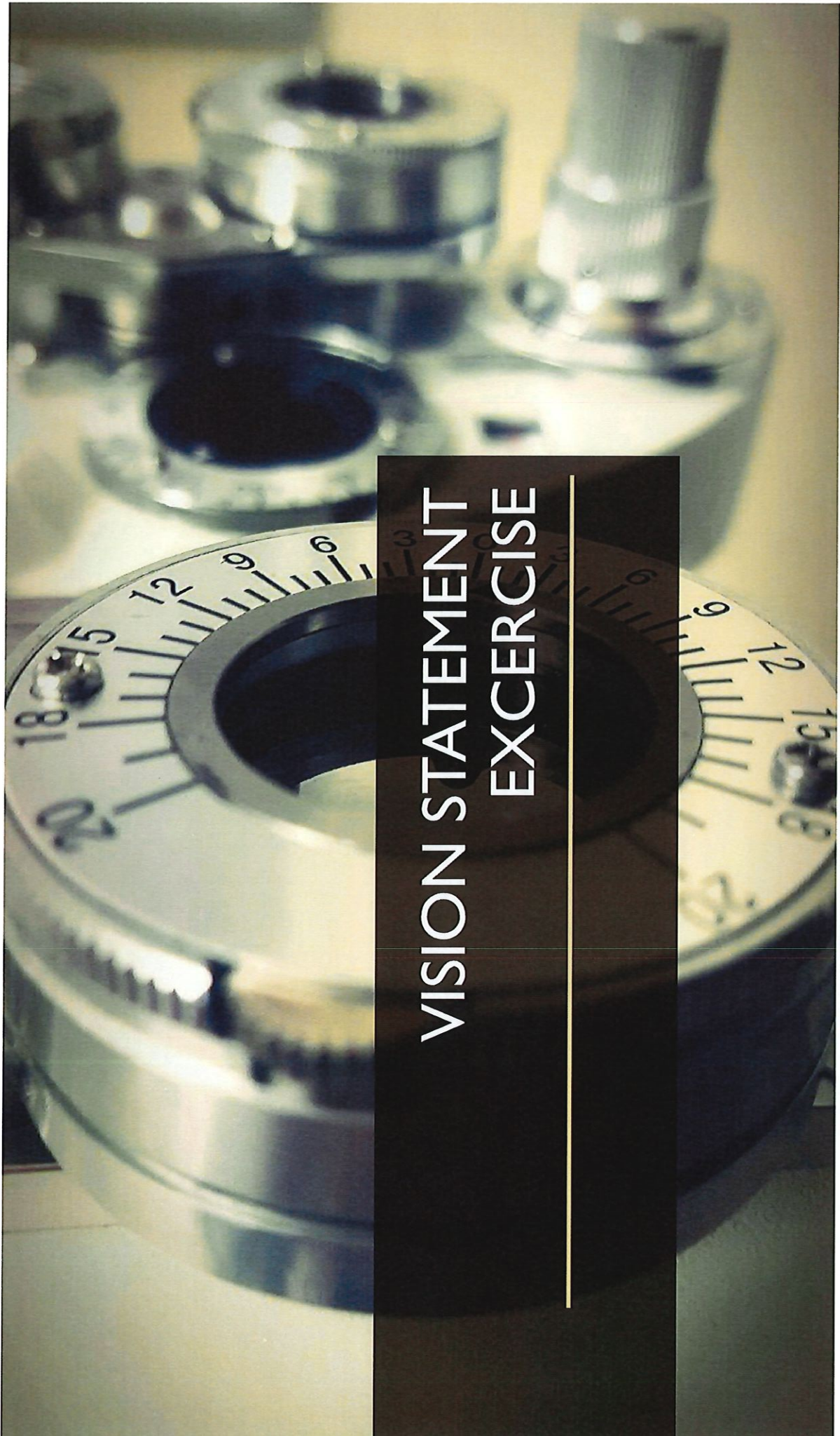


Precise and Detailed



Memorable





**VISION STATEMENT
EXERCISE**

WE DO WHAT? FOR WHOM? TO ACHIEVE?

Provide Services and Safety	Citizens	Safety, Happiness, Success
Responsible Decision Making and Planning	Citizens	Protection and Prosperity
Work for the Betterment of the Community	Citizens	Security, Well Being, Life and Liberty
Administer Finances	Citizens and Business Owners	Public Trust and Prosperity
Develop Policies and Manage Assets	Citizens and Property Owners	Effectively Manage
Promote Health and Safety	Citizens and Communities	Encourage Enterprise
Serve	Citizens	Improve Quality of Life

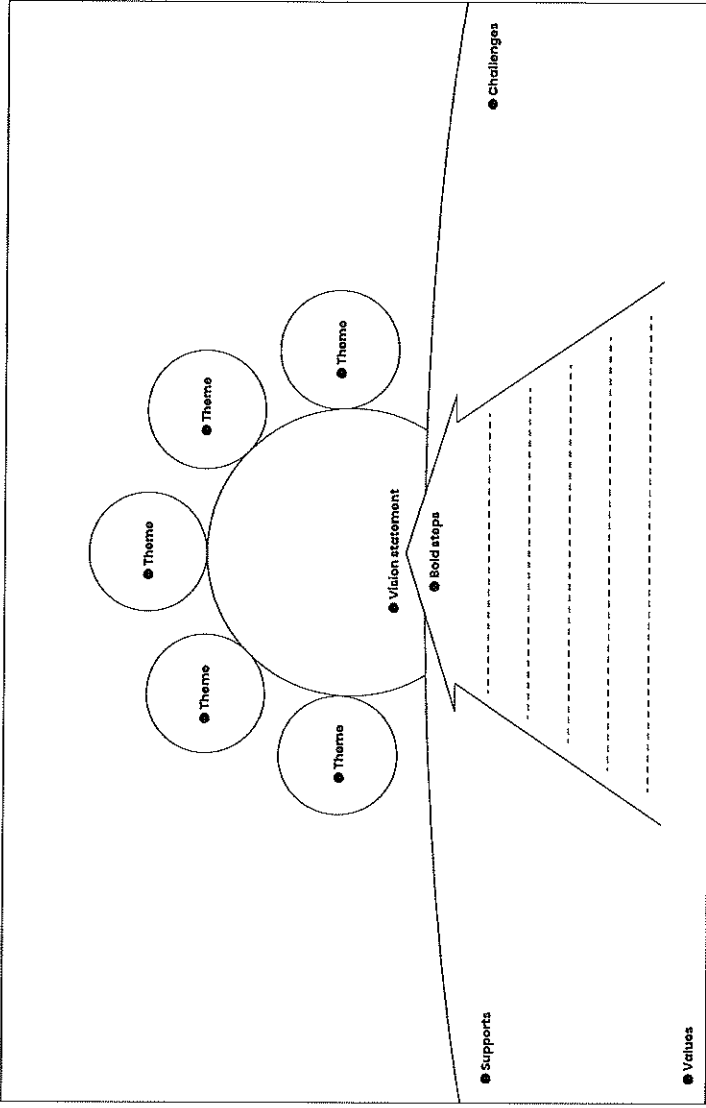


VISION CANVAS

WHAT ARE YOU GOING TO FIGHT FOR TOGETHER?



BMI 5 bold steps vision[®] canvas



© Illustrative Models, Inc. Adapted from the Growth, Demand, Profit Model

ESSENTIAL THEMES

- Theme 1 - Upgrade and Repair Infrastructure
- Theme 2 - Historic Preservation
- Theme 3 - Environmental Preservation
- Theme 4 - Diversify the Economy
- Theme 5 - Foster Affordable Housing



WHAT DOES SUCCESS LOOK LIKE?

- How will these themes show up?
- How can we make the vision themes concrete?
- How will the themes inspire others?



SUPPORTS

-
- What are the supports that enable us to reach the future?



CHALLENGES

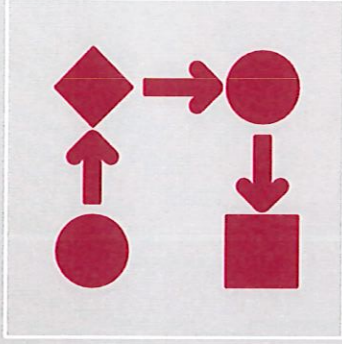
- What are the challenges that hinder us from reaching our future?



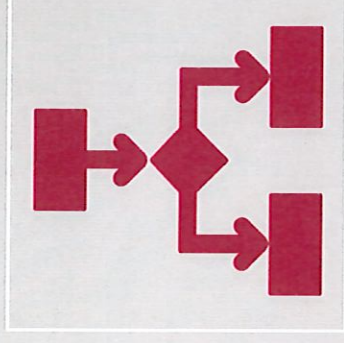
5 BOLD STEPS

- What are the 5 Bold Steps to take in order to achieve our vision?
- Step 1 –
- Step 2 –
- Step 3 –
- Step 4 –
- Step 5 –

KEY VALUES

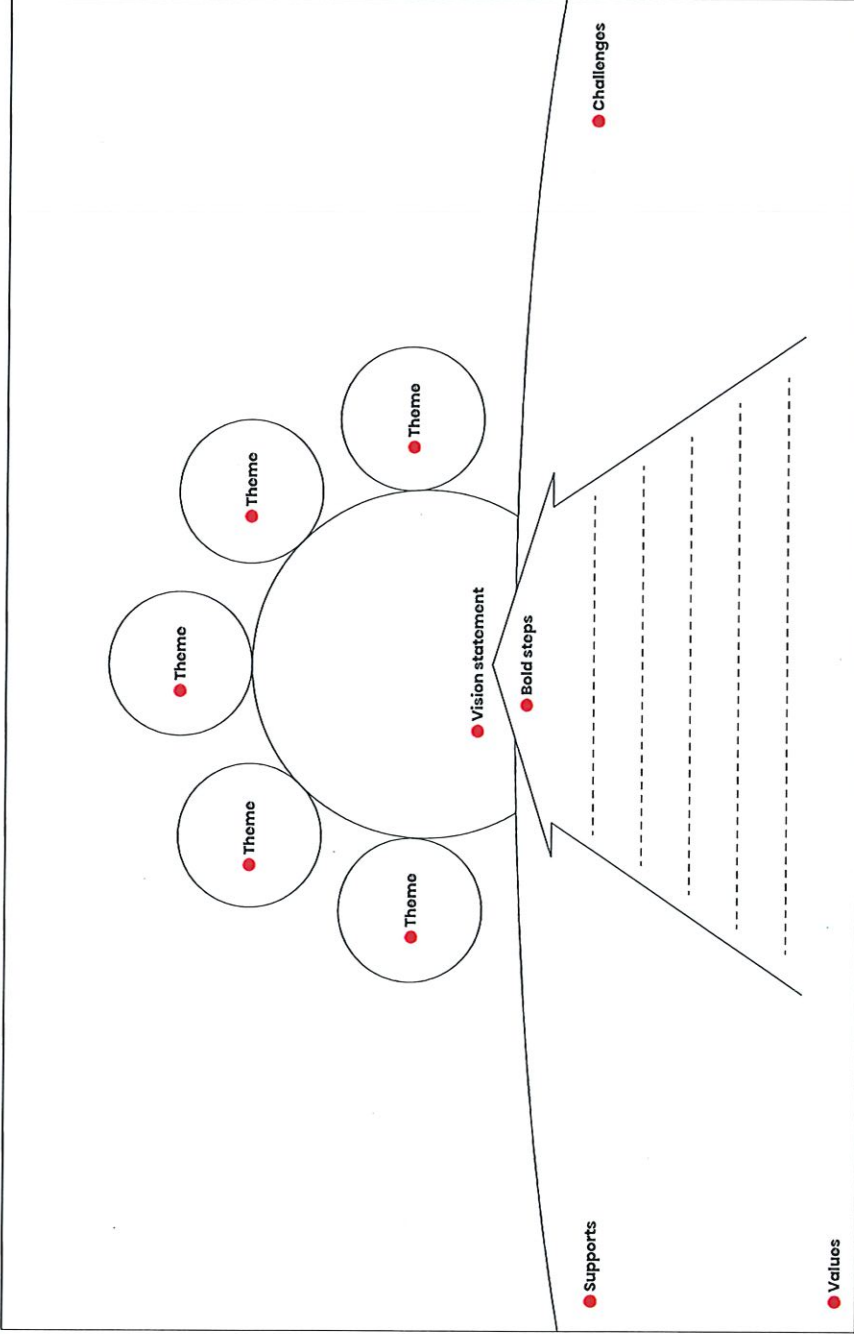


What are the crucial Values that form the foundation of our vision and steps?

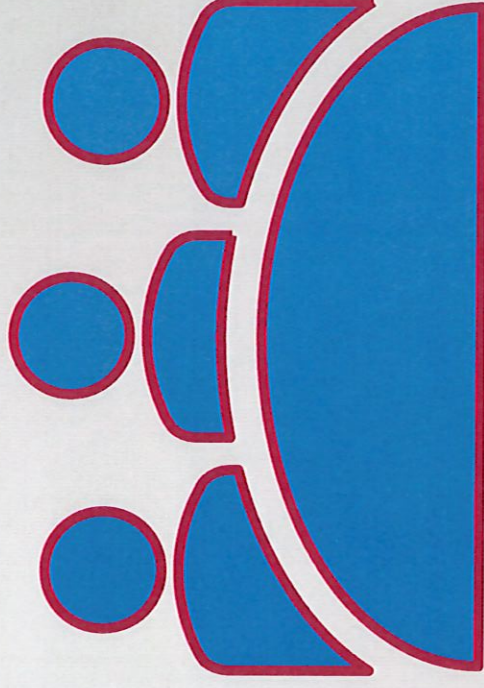


How can we align those values?

BMI • 5 bold steps vision® canvas



DISCUSSION



Apalachicola City Commission Regular Meeting August 3, 2021

City Manager Updates:

1. **Consent Orders:** I had a call with FDEP Wednesday, July 28, 2021, regarding the Consent Orders and the following is the pertinent information from that call:
 - a. **Drinking Water:** The City previously had been approved to conduct a study to determine whether increased flushing and hydrogen peroxide being added to the drinking water would reduce the THM's enough to bring the water quality into compliance with FDEP rules. The study was unsuccessful. The Consent Order requires the City to install "additional treatment" to the system (presumably a carbon filter). However, since the abandonment of the hydrogen peroxide study, additional high volume flushing at dead-end lines, along with lowering the amount of chlorine injected into the system at the point of entry, have brought the THM amounts into compliance. During the call it was agreed that I will draft a letter requesting an extension of the time that the City is required to install the additional treatment to determine if the recent success will be permanent. The letter has been sent to FDEP and I am awaiting a response.
 - b. **WWTP:** During the same call I updated the FDEP on progress at the Wastewater Treatment Plant related to corrective actions required in the consent order. Currently the City is on schedule to complete the required actions prior to the scheduled completion dates. FDEP was pleased with the City's progress related to the items outlined in the consent order. There is still work to be done regarding maintenance of the facility and repairs to the headworks as suggested by an inspection by an engineering firm. I have a meeting scheduled with Dewberry Engineering for next week to discuss these items and get direction.
2. **RFP's for Fire Hydrant:** replacement and for the Website Development have been published and are both due on August 12, 2021.
3. **Mill Pond Electrical:** The City received a quote to replace 73 meter bases, extend the wiring, new ground rods, and connect to elevated platform for \$118,540 to include materials and labor. In addition to this is a quote for four platforms that are six feet high per Duke Energy's specifications for \$40,000, a grand total \$158,540.
4. **Solid Waste Contract:** We are negotiating a 9 month contract extension with WastePro. The company requires an increase of at least 5%. The City Attorney is in discussions with WastePro staff currently about this.
5. **Commerce Street Dumpster Relocation:** A location has been found to place the dumpsters, but objects that are in the way have yet to be moved. Actions are being taken to have the objects removed from the City right-of-way to allow the relocation. Additionally, WastePro is being consulted to confirm that the location is suitable for their trucks to access the dumpster.
6. **Denton Cove (City Inspections, Drainage Ditch):** Building Official Tammy Owens provided the following update Thursday, July 29, 2021, regarding Denton Cove Inspections:

I spoke with the project Superintendent, Mike, this morning on site after doing under slab water and sanitary inspections for the three largest buildings. Mike stated that they plan to complete all of the under slab water and sanitary drainage pipe and pressure testing by the first of next week and at that time they will have the second compaction test performed. Also next week, they will have Roddenberry Surveying perform the form board elevations, prior to pouring concrete the following week, to ensure that the finished floor elevations are as approved on the construction drawings.

7. **Resolution 2021-06:** Donation of Lots to FCCFLTC has terminated due to their failure to receive funds from the grant, per section 1(d), which reads, “That the Agreement to sell lots to the FCCDLTC is contingent upon successfully receiving the grant funding applied for on June 4, 2021. If the grant funding is not awarded the Agreement shall automatically terminate.”
8. **Trolley:** The trolley was taken to Panama City to be included in the City’s surplus auction. While securing titles from the Tax Collector’s Office, I called Main Street Chair Jim Bachrach to request that he sign the form to order the lost title for the trolley. Mr. Bachrach refused to sign the form and stated that Main Street owns the trolley. Subsequently during a meeting with myself, Commissioner Despina George, and Mr. Bachrach, he stated again that Main Street owns the trolley. After being provided with meeting minutes and newspaper articles in which Mr. Bachrach and Main Street Director Augusta West both stated that the trolley had been donated to the City, he continued to argue that Main Street owns the trolley solely. During the discussion I agreed to provide the amount of money expended by the City to cover the cost of insuring the trolley and Mr. Bachrach agreed to provide documentation of expenses by Main Street related to the trolley. Mr. Bachrach dropped off an envelope with two invoices from Midway Machinery & Auction, LLC. Invoice 189, dated January 4, 2017, totaled \$7,525.00 billed to Main Street for air conditioning replacement. Invoice 190, dated June 24, 2017, totaled \$5,304.95 billed Main Street for starter replacement and one battery replacement, and checked the charging system. It is to be noted that the trolley was donated to Main Street by Greg Russell, the owner of Midway Machinery & Auction, LLC according to the Florida Department of State, Division of Corporations, in November 2016—two months prior to the date of the first invoice. After being asked multiple times to produce copies of the canceled checks from Main Street for the expenses Mr. Bachrach claimed were made by the group, he finally advised in a July 20, 2021 email, “I explain clearly in your office that Greg Russell provided the for the repairs to the trolley as a favor to Main Street to keep the trolley running.” It is also to be noted that in my office Mr. Bachrach was very clear that Main Street paid for repairs to the trolley and desired that the City agree to reimburse them upon the sale of the trolley before the title would be signed. Finally, in a voicemail left on my cell phone on July 28, 2021, Mr. Bachrach’s story changed again when he stated that Main Street donated half of the trolley to the City. Therefore, the trolley is still in Panama City at the auctioneer’s yard, and will not be auctioned until a signed title is obtained.

1. Holy Family

FEMA has deemed all claims for Holy Family from Hurricane Sally are INELIGIBLE. The CRA has approved an increase of funding for repair, hardening and warranty on the roof at Holy Family. The CRA will now be providing \$90,000 contingent upon the City providing the \$177,200 for repair stress cracks, repair of sealant failure around windows, vents, conduit lines and under perimeter metal. Contractor will ensure the building is watertight, sealing all cracks, fasteners, windows, and louver vents, installing 200' of new gutter for water removal, then applying a restoration coating to the facade while providing a complete building envelop warranty. The aesthetics of the exterior façade would not change, as an existing color match would be used. Funding will be with \$18,000 of FEMA Michael Grant funds and \$159,200 from the \$75,000 reserve established in the 20/21 budget, the \$84,200 from estimated \$126,941 additional unbudgeted sales tax collections leaving additional sales tax funds in the amount of \$42,741. **Board Action** to authorize funding for the Water Proofing of the Building in the amount of \$177,200.

2. Continuing Engineering Services

Hartman and Bebeau finalized the agreement. Contracts sent to Approved Engineering Firms for execution.

Dewberry Engineering Services – Port St. Joe, Florida
CDG – Dothan, Alabama
Urban Catalyst Consultants – Tallahassee, Florida
SCE Southeastern Consulting Engineering, Inc. – Port St. Joe, Florida
Kimley-Horn and Associates, Inc. – Tallahassee, Florida
Keith and Associates, Inc. dba KEITH

3. CRA Funding

Errors have been made in the funding calculations for the CRA from the City of Apalachicola due to the failure of previous staff to complete the directives of the City Commission. Prior year funding corrected with payment of \$34,833.00. Funding for 2021-2022 will be included in budget discussions. **The Finance Director requests Board Action to authorize City Staff to enter negotiations for a new inter-local agreement for the CRA with the Franklin County.**

4. Grants Update

- a. Leslie Street has been determined to be ineligible for funding from FEMA for Hurricane Sally. HMGP has determined that Leslie Street will not be funded as it is not Hurricane Mitigation. Appeal to FEMA may be made within 60 days, by August 30, 2021. Appeal should include all maintenance records for Leslie Street for as many years as possible, up to 10 years. There are no records for Leslie Street. FEMA has determined millions of dollars of Sally claims may have been fraudulently asserted, thus they are requiring extensive documentation on every project. The City will file the appeal.
The next opportunity will be to submit a CDBG-DR Infrastructure Grant Application on September 17, 2021. On July 26, 2021, there was a meeting with Travis Wade, Chris Holley, Chris Gouras, Josh Baxley, Josh Stephenson and Leo Bebeau. Reviewing the facts that in the first CDBG-DR Infrastructure round, there were \$505 million in applications for \$110 million in awards. Each jurisdiction which made multiple applications received only one award. **It is the opinion of the group that the City should focus on one application that being the Wastewater Treatment Plant.** All were asked to research and explore alternative funding options. **Board Action – Rescind Directive of July, 6.**
- b. CDBG-DR Infrastructure – Avenues Stormwater Grant on Track. Scope develop for RFP for Engineering Firms for this \$3.6 million project underway.
- c. CDBG-DR Hometown Revitalization – No further updates.
- d. HMGP Emergency Generators – No further updates.
- e. HMGP Market Street Vacuum Station – City Attorney has completed title search concerning discrepancies in property ownership. Survey of the property has been received but none of the requests for the alley and the adjacent properties has been received. Proceeding with removal of electricity from the old pumping station and RFPs for demolition. Project planning cannot continue until all survey requests are received.
- f. HMGP Stormwater – No determination has been made concerning acceptance of modifications.
- g. HCA and Cotton Warehouse - Letters of notification to interested Native American tribes were sent the week of July 26. The Tribes have 30 days to respond. Cindy Clark has confirmed there are no other outstanding issues with the City of Apalachicola projects.
- h. Avenue G project is nearing completion Report of Activities under the Stormwater System Maintenance Plan by January 31, 2022. Reports are required for two additional subsequent years. Forms are being generated to provide notice to Public Works of the work required and reported to be provided to the Finance Department so that the report may be compiled.
- i. Michael FEMA Projects – Finance Director must file a quarterly report that indicated little or no progress on many funded claims.
 - i. **Lafayette Park and Pier is getting close. FEMA has requested documentation on communication and certain approvals or permits from the Corps of Engineers. Finding documents are critical.**
 - ii. Dewberry working on documentation for Scopes on Bodiford Park and the Mill Pond Mooring Basin.

5. *Community Center*

The City has approximately \$22,190 from FEMA for repair of the roof. Documentation has been submitted to FEMA to increase the budget by approximately \$25,000 due to increased material and labor costs. The City is still waiting information on the insurance claim has been denied as the damage did not meet the building deductible. This project will have contract to present to the Commission within the next 30 days.

6. *DEP Grant Application*

Grant application submitted.

7. *Project Impact*

Grant application submitted.

8. *Lafayette Park Lighting*

Documentation sent to Dan Hartman with Marie Marshall information for agreement.

9. Disaster Recovery Refuse Removal

From publication by FEMA, City has received bids for Storm Refuse Removal and Monitoring. Finance Director will make a brief statement.

Tremco Incorporated

Panama City, Florida



Leo Bebeau
City of Apalachicola
192 Coach Wagoner Blvd
Apalachicola, FL 32320

Mr. Bebeau,

At your request we have performed visual inspections for the Holy Family Senior Center. We have provided a recommended solution, warranty information, and a not to exceed budget. If the following recommended solutions are approved, a line-item proposal will be issued through the PAEC (AEPA).

After a visual inspection of the Holy Family Senior Center, we have determined that the panels of the roof to be in excellent condition with minor deficiencies that could lead to water intrusion. The problem areas lie with the façade, with stress cracks, sealant failure around windows, vents, conduit lines and under perimeter metal. Tremco recommends repairing the roof, ensuring it is watertight, sealing all cracks, fasteners, windows, and louver vents, installing 200' of new gutter for water removal, then applying a restoration coating to the roof and facade while providing a complete building envelop warranty. *The aesthetics of the exterior façade would not change, as an existing color match would be used. *

Scopes of work for the roof and wall restoration and a photo report explaining the deficiencies of the façade and roof conditions are attached. A preliminary leak investigation using a controlled water test is recommended to determine the active leak locations.

Restoration Solution:

Alumantation 301 Restoration Coating -Roof
Solargard Hy-Build (Elastomeric Coating) – **Façade**

NTE Budget:

~~\$90,000 – Roof – 12-year QA Warranty~~

\$175,000 – Façade and gutter installation. 10-year QA Warranty.

\$2,200 – Leak Investigation

12-year Full-Building envelop warranty is purchased together with inspections in years 2, 5, and 10.

Sincerely,

Brian Blaydes
Field Advisor
Tremco, Incorporated



City of Apalachicola – Solargard Hy-Build Facade Restoration

Scope of Work

1. Setup safety needs per WTI/OSHA requirements.

** A portion of the job will require the use of a 45' Manlift.*

2. Power wash the stucco walls with 3000 minimum psi equipment.

3. Stress cracks

- * Apply backer rod, in the stress cracks.*
- * Prime the crack with Vulkem Primer #191.*
- * Apply Dymonic FC, into the crack, and tool neatly.*

4. Metal Coping Joints 32 each

- * Wipe joints clean.*
- * Apply a bead of Dymonic FC and tool neatly.*

5. Columns 8 each approximately 20' tall

- * Clean existing sealants, from the inside corners.*
- * Apply Vulkem Primer #191, to the area.*
- * Apply Dymonic FC, to the corner, and tool neatly.*

6. Conduit, Lights, and other wall penetrations approximately 25 each

- * Remove existing sealants, from the bases.*
- * Apply Vulkem Primer #191, to the area.*
- * Apply a bead of Dymonic FC and tool neatly.*

7. Doors (7 each) and Windows (35 each)

- * Remove failing sealants, from window/stucco joint.*
- * Insert backer rod, where joints are wider than 1/4".*
- * Prime the joint with Vulkem Primer #191.*
- * Apply Dymonic FC, to the joint, and tool neatly.*

8. Louvers 4 each

- * *Remove failing sealants, from joint around the louvers.*
- * *Insert backer rod, where joints are wider than 1/4".*
- * *Prime the joint with Vulkem Primer #191.*
- * *Apply Dymonic FC, to the joint, and tool neatly.*

9. Coat the walls approximately 8200 square feet.

- * *An adhesion test will be required, before job begins.*
- * *Client to select color of new coating from the manufacturer's standard color chart.*
- * *Coordinate with building occupants of daily work, to limit disruption to building's activities.*
- * *Cover the windows, doors, and other surfaces with plastic sheeting and masking tapes.*
- * *Cover brick work that was previously painted Red, to prevent overspray.*
- * *Apply Solargard Masonry Primer, at 1 gallon per square, to prepared stucco walls.*
- * *Once the primer has cured, apply Solargard Hy-Build, at 1.5 gallons per square.*

10. No taxes, warranty, or permit fees are included in this proposal.

11. Any changes to the above scope of work will require a change order before work can proceed.

12. All work to performed during normal business hours.



Overview of roof.



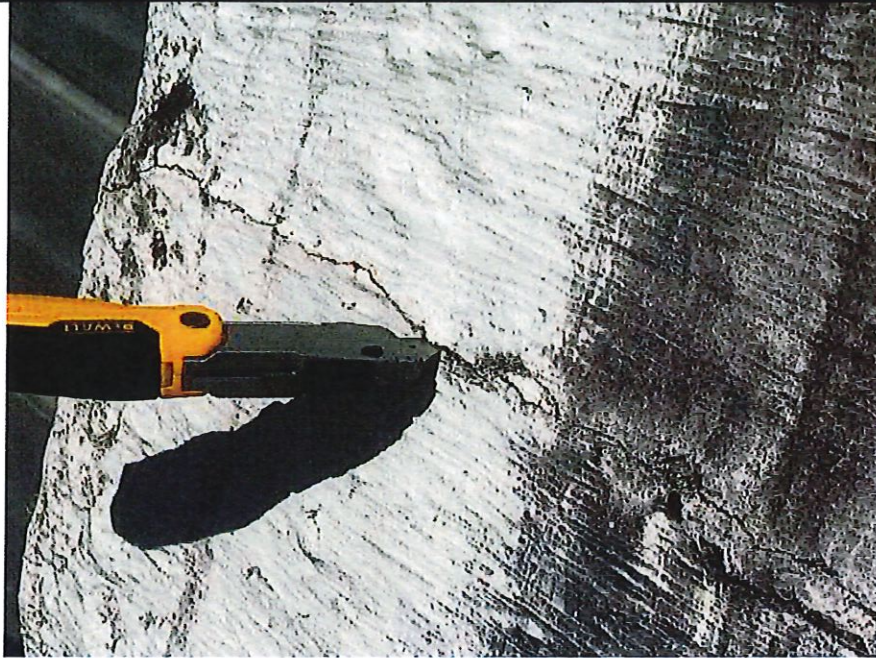
Cracks in facade with algae damage.



Cracks in facade with algae damage.



Cracks in facade.



Cracks in facade allowing water intrusion.



Crack in facade allowing water intrusion.



Sealant failure around louver vent.



Pinholes in facade.



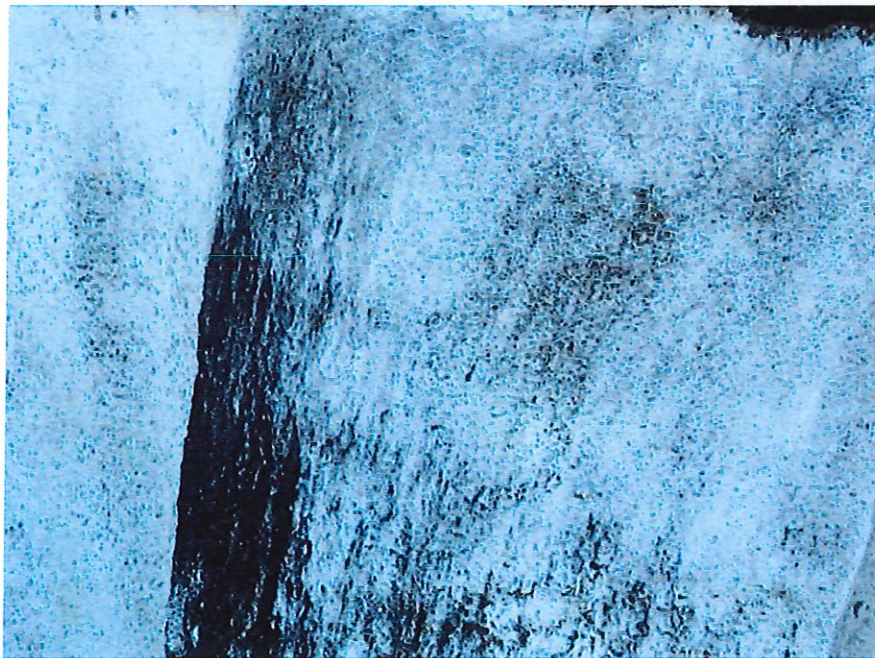
Stress crack in facade.



Stress cracks in facade.



Facade deterioration allowing water intrusion.



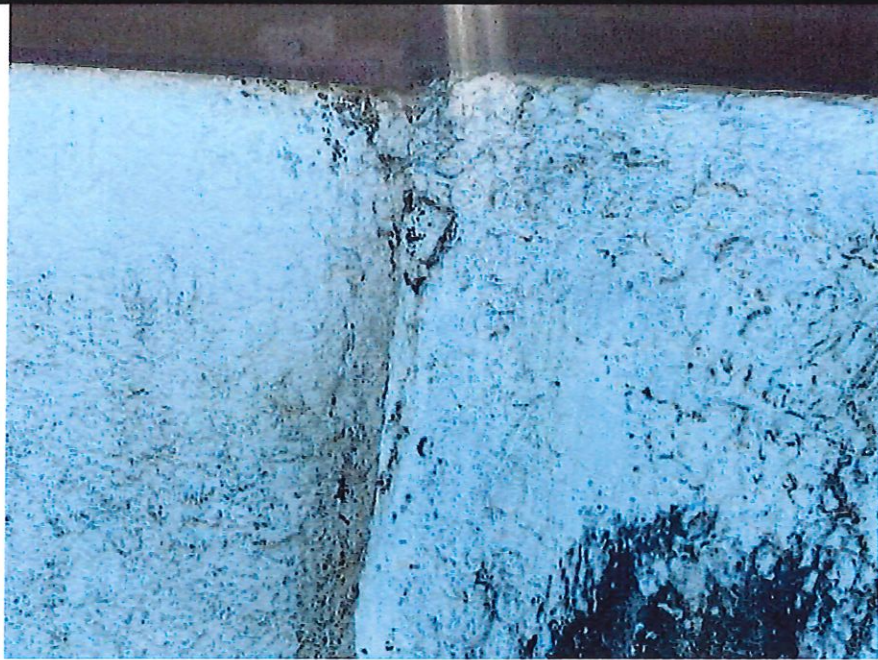
Algae damage on facade.



Algae damage on facade.



Early oxidization on gutter straps.



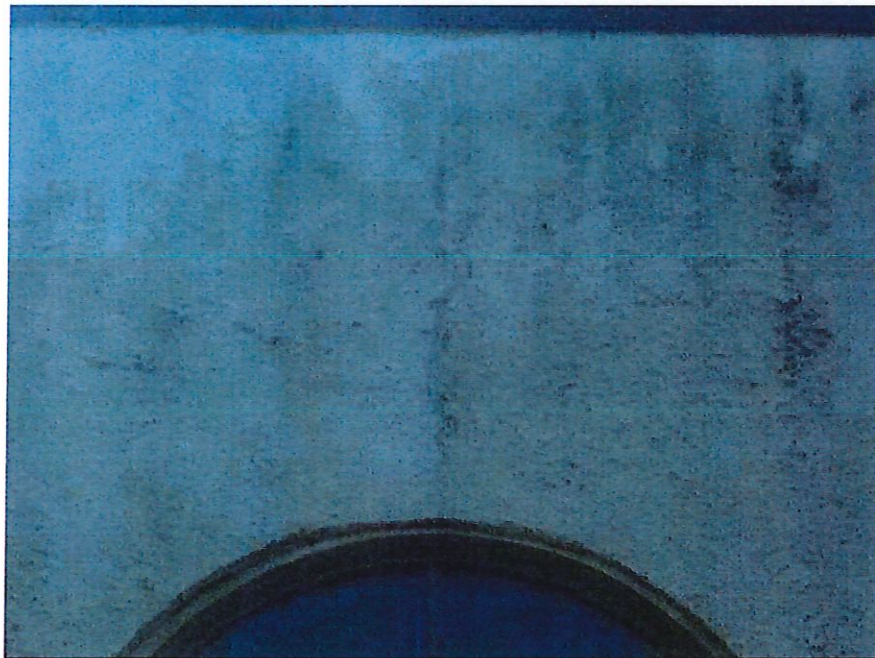
Stress cracks on facade.



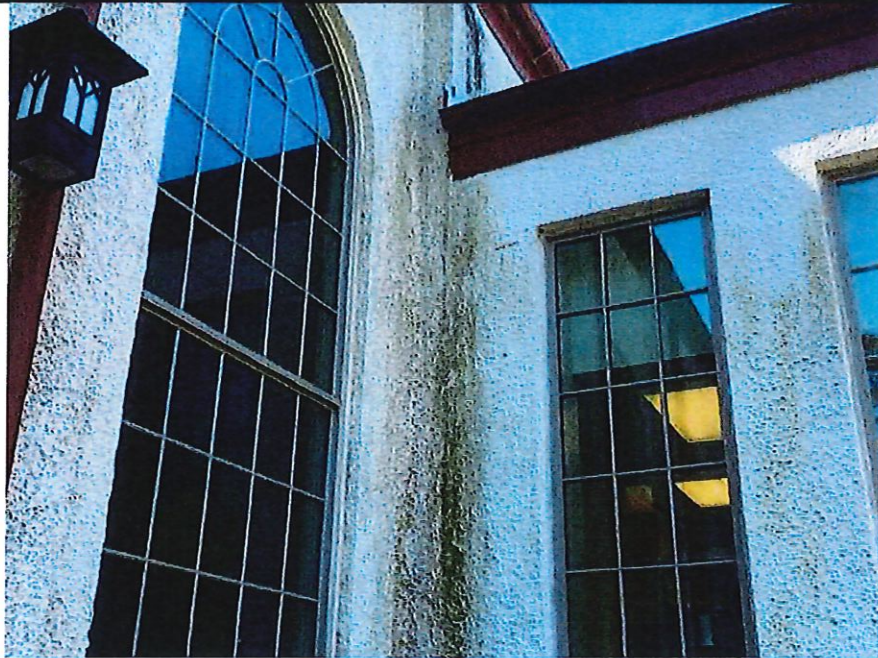
Overview of facade.



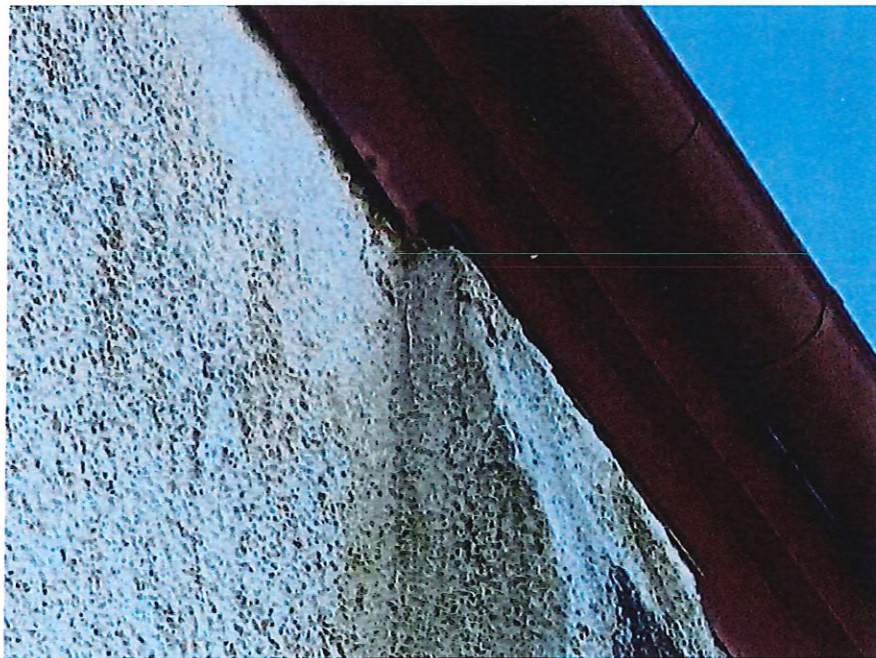
Algae damage on facade.



Stress cracks on facade.



Algae damage.



Opening under fascia metal, direct opening to building.



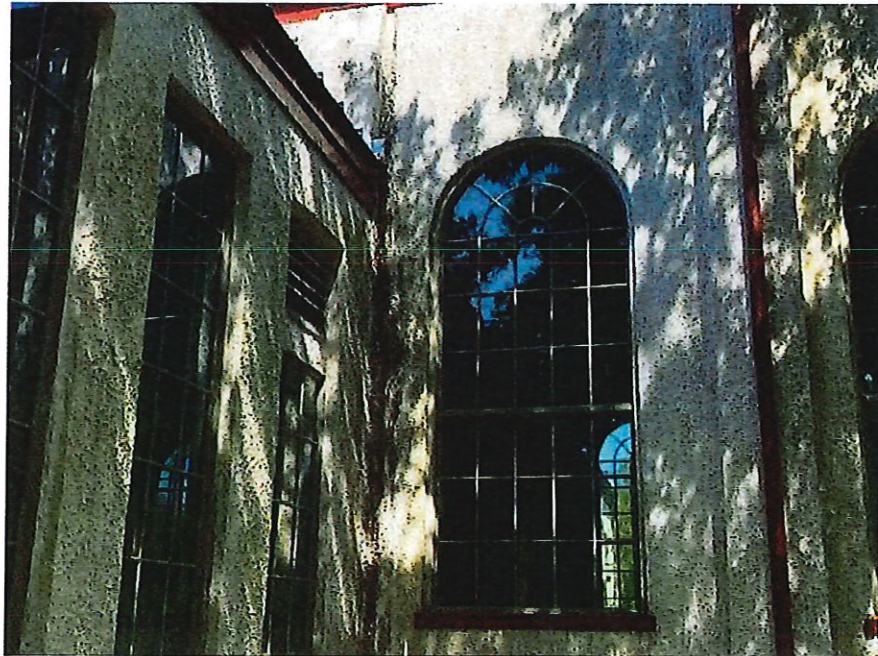
Sealant failure around window.



Opening around conduit lines.



Sealant failure around louver vent.



Algae damage.



Overview of facade.



Stress crack above stucco to brick transition.



Algae damage.



Overview of facade.



Stress cracks in facade.



Stress cracks in facade.

MINUTES OF THE REGULAR MEETING OF THE APALACHICOLA CITY COMMISSION HELD
TUESDAY, JULY 6, 2021, 6:00 PM AT THE APALACHICOLA COMMUNITY CENTER.

PRESENT: Mayor Brenda Ash
Commissioner Anita Grove
Commissioner Despina George
Commissioner Adriane Elliott
Commissioner Tammie Ray-Hutchinson

Travis Wade, City Manager
Deborah Guillotte, City Clerk
Leo Bebeau, Finance Director
Dan Hartman, Attorney

CALL TO ORDER

Mayor Brenda Ash called the meeting to order and gave the Invocation, followed by the Pledge of Allegiance.

AGENDA ADOPTION

Mayor Ash requested to amend the Agenda by removing the second reading of the Fence Ordinance 2021-02, to be held the following month, and to add the adoption of Resolution 2021-09 for the Statewide Mutual Aid Agreement.

Commissioner Despina George made a motion to adopt the Agenda with the discussed amendments. Commissioner Anita Grove seconded and the motion carried 5-0.

PRESENTATION

- 1. Proclamation – In Honor of Mayor Kevin Begos – City of Apalachicola** – Attorney Dan Hartman read and presented the Proclamation in Honor of Mayor Kevin Begos, to his Sister, Cassandra Begos.
- 2. Proclamation – In Honor of Mayor Kevin Begos – Representative Jason Shoaf** – Attorney Hartman read and presented the Proclamation from Representative Jason Shoaf in Honor of Mayor Kevin Begos, to his Sister, Cassandra Begos.
- 3. Plaque Presentation – In Honor of Mayor Kevin Begos – City of Apalachicola** – Attorney Hartman presented the Plaque, in Honor of Mayor Kevin Begos, to his Sister Cassandra Begos.

UNFINISHED BUSINESS – ORD# 2021-02 – FENCE - SECOND READING

No Action Taken - Tabled for the August meeting.

UNFINISHED BUSINESS – ORD# 2021-03 – BATTERY PARK MARINA -FIRST READING

Attorney Hartman reviewed comments recently received, which include: penalty/fines section – whether to put in the Ordinance, or add to the fiscal year Budget Fee Schedule that can be updated every budget year; live aboard; transient docking; and review and revise slip rental contract. Attorney Hartman will contact Mr. Leo Bebeau about the Budget Fee Schedule on the fees and fines, and also asked if the Commission would like to add any of these changes to please notify him.

Commissioner Grove made a motion to table Battery Park Marina Ordinance 2021-03 first reading for the August meeting. Commissioner George seconded and the motion carried 5-0.

NEW BUSINESS

1. P&Z – SIGN ORDINANCE WORKSHOP REQUEST

Attorney Hartman stated that Planning & Zoning requested a joint workshop to update the sign ordinance with the City Commission on the size and lighting of signs.

Commissioner Grove made a motion that P&Z schedule a workshop to address the sign ordinance issues. Commissioner George seconded and the motion carried 5-0.

NEW BUSINESS

2. HEIGHT RESTRICTIONS – BOBBY MILLER

Mr. Bobby Miller requests that the City adopt an ordinance requiring a height limit change exceeding 35 feet, by a 75% approval from the voters. Attorney Hartman reviewed a few options including: the current 2017 Ordinance, a referendum on the ballot; and putting to a vote by a 75% citizen vote, each time someone wants to exceed the height limit of 35 feet. Attorney Hartman will review and bring a written summary of his findings to the August meeting.

NEW BUSINESS

3. CITY SQUARES UPDATE – DIANE BREWER

Mrs. Diane Brewer gave a brief update on the Project to Restore the City Squares, and also the City Squares that have been adopted by citizens.

NEW BUSINESS

4. ADOPT – STATEWIDE MUTUAL AID AGREEMENT – Resolution 2021-09

Mr. Travis Wade stated this Statewide Mutual Aid Agreement allows the City to seek mutual aid through emergency management.

Attorney Hartman read Resolution 2021-09 in its entirety.

Commissioner Grove made a motion to adopt the SMAA and Resolution 2021-09. Commissioner George seconded and the motion carried 5-0.

PUBLIC COMMENT

Public comments consisted of: Battery Park – people disposing of fish/animal carcasses where kayaks are being launched; signs for pictures at Battery Park and for boat slips; building height ordinance; the communities first moving education summer arts, sports and fitness program for 10 to 19 year olds; softball girls won all-star and are going to the world series; downtown dumpster issues – Mr. Wade stated issue is being dealt with at this time; Denton Cove stormwater; canal; sediment fencing; fill being brought onto the property and retention pond issues - Attorney Hartman and Mr. Wade will send Denton Cove a letter in reference to these issues.

MAYOR AND COMMISSIONER COMMENTS

Commissioner comments consisted of: Garbage/Trash RFP – Mr. Wade stated we are working with a consultant for a quote to prepare the RFP; Denton Cove issues, and the City's procedures for monitoring and inspecting the project during construction – Mr. Wade will look into these issues; 2019-20 audit still in process, and the exit interview will follow when complete.

CITY MANAGER COMMUNICATIONS

1. Consent Orders Update – Waste Water Consent Order: 1) Repair and installation of an automatic bar screen – almost complete; 2) Installation of hydrogen sulfide neutralizing system for the three lift stations – directly connecting to the plant; 3) Perform structural and coating integrity inspection of the headworks by an experienced and registered structural engineer – complete and reports issued; 4) Rehabilitate and repair chipped and cracked coating and linings on treatment and storage facilities – complete. Drinking Water Consent Order: TTHMs are within the required amounts for the first time in a very long time. All tasks will be complete by July 31, 2021. A recent call with the Northwest District Director indicated that FDEP is pleased with the City's continued progress with meeting the requirements of both consent orders.

2. Repairs Update - Hydrants, Courthouse Streets, Stormwater Drains -

Hydrants: The RFP for the replacement of 30 fire hydrants, which is being used as an in-kind project to offset the FDEP penalty was due Friday, July 2, 2021. The project will be scheduled as soon as a contractor is selected. Courthouse Streets: Forbes Street has been scheduled to be repaired when the contractor can have a certain piece of equipment delivered. The equipment is being used by the contractor on two jobs, so it is being coordinated to avoid two delivery charges. Leslie Street: This project is still in the grant application phase. We are waiting to hear back on the application. Stormwater Drains: This is in the grant application phase and awaiting a response.

3. **THM Update** - City Contractor Michael Wahlquist, working with Rhett Butler and Will Cox, has brought the City's THM amounts into compliance with FDEP for the first time in a long time. Each testing site on the City's water system tested within the appropriate limits during the most recent THM tests. FDEP requires that THMs stay below 80 mg/1, and all sites were in the range of 45.39 to 62.66 mg/1.

4. **Leo FRS** – Mr. Wade requested that Mr. Bebeau be changed to the Senior Management rate for retirement, and this will require advertisement for two publications, and also review the monetary changes to the budget.

Commissioner George made a motion to begin the public hearing process for approval of reclassifying the Finance Director, Leo Bebeau, under the Senior Management category of the Florida Retirement System. Commissioner Adriane Elliott seconded and the motion carried 5-0.

5. **Website RFP – Reject all Bids** – The City received one bid of \$25,866, which was extremely high, and requests to have a motion to reject any and all previous bids and re-bid.

Commissioner Elliott made a motion to reject the bid received from the previous website development RFP and re-bid for the Website RFP. Commissioner George seconded and the motion carried 5-0.

ATTORNEY DAN HARTMAN COMMUNICATIONS

1. **Run-Off Election** – Attorney Hartman was asked to research different ideas of handling run-offs, for upcoming elections. Mayor Ash suggests we table this item.

Commissioner Elliott made a motion to table the run-off election process. Commissioner George seconded and the motion carried 5-0.

FINANCE DIRECTOR LEO BEBEAU COMMUNICATIONS

1. **Budget Calendar** – Mr. Bebeau reviewed the proposed budget calendar and stated there will be a budget workshop July 21, 2021, at 3:00 pm, and the budget hearings on September 8 and September 22, 2021, at 5:00 pm. Commissioner Grove would like the workshop on July 21st, to be at 4:00 pm. Mayor Ash asked everyone to check and see if there is a conflict and let Mr. Wade and Mr. Bebeau know the time for the workshop on July 21st.

2. **Continuing Services Contracts – Engineering** - See attached exhibit "A".

Commissioner George made a motion to authorize Mr. Bebeau to work with Attorney Hartman to develop and execute Continuing Engineering Services Contracts with each of the firms that

submitted documentation required for certification as a CFR-200 compliant firm. Commissioner Grove seconded and the motion carried 5-0.

3. CRA Funding – See attached exhibit “A”

Commissioner Grove made a motion to authorize Mr. Bebeau to correct funding errors in the amount of \$34,883 for prior years for the CRA funding. Commissioner George seconded with discussion.

Commissioner Grove amended the motion to direct Mr. Bebeau to submit a budget amendment to correct the \$34,883 deficit for the CRA funding. Commissioner George seconded and the motion carried 5-0.

Mayor Ash asked that the Inter-local agreement for the CRA with the Franklin County BOCC be tabled and discussed at the July 21st workshop.

4. Grants Update – See attached exhibit “A”

a) **Leslie Street** - Commissioner Elliott made a motion to approve Mr. Bebeau to work with Attorney Hartman on an appeal to FEMA for the Leslie Street Project. Commissioner Grove seconded and the motion carried 5-0.

Mr. Wade will work with staff to get all maintenance records for Leslie Street.

Commissioner Grove made a motion to have Gouras and Associates begin and submit the CDBG-DR Infrastructure Grant Application for the Leslie Street project that is due September 17, 2021. Commissioner George seconded and the motion carried 5-0.

Mayor Ash asked that items (b) through (j), not requiring action be reviewed by the commission and if they have any further questions, to contact Mr. Bebeau.

5. Holy Family – Grant application rejected. See attached exhibit “A”

Commissioner Elliott made a motion to table the water proofing of the Holy Family building to the August meeting. Commissioner George seconded and the motion carried 5-0.

6. Community Center – See attached exhibit “A”

7. DEP Grant Application – See attached exhibit “A”

Commissioner Grove made a motion to authorize Mr. Bebeau to submit the DEP Grant for the Wastewater project in the amount of approximately \$13,200,000. Commissioner George seconded and the motion carried 5-0.

8. Project Impact Grant Application/Nadine Kahn FRS – See attached exhibit “A”

Commissioner Grove made a motion to authorize Mr. Bebeau to submit the 2021-22 Project Impact grant. Commissioner George seconded and the motion carried 5-0.

Commissioner George made a motion to add to the list and begin the public hearing process for approval of reclassifying the Project Impact Director Nadine Kahn under the Senior Management category of the Florida Retirement System. Commissioner Elliott seconded and the motion carried 5-0.

9. Fire Hydrants – See attached exhibit “A”

Commission Elliott made a motion to reject any and all bids on the City of Apalachicola Fire Hydrants and Extensions RFP 2021-07, and re-bid. Commissioner George seconded and the motion carried 5-0.

10. Lafayette Park Lighting – See attached exhibit “A”

Commissioner Elliott made a motion for the Commission to authorize Mr. Bebeau to work with City Attorney Hartman to prepare an agreement to secure the offer of alternative funding for Lafayette Park. Commissioner George seconded and the motion carried 5-0.

CONSENT AGENDA

A. Meeting Minutes Adoption – May 4, 2021 Special Meeting; June 6, 2021 Regular Meeting; and June 24, 2021 Special Meeting Minutes.

B. Planning & Zoning – June 14, 2021

Commissioner George made a motion to adopt the minutes included in the consent agenda. Commissioner Elliott seconded and the motion carried 5-0.

DEPARTMENT REPORTS

ADJOURNMENT

Commissioner Elliott made a motion to adjourn. Commissioner Tammie Ray Hutchinson seconded and the motion carried 5-0.

Brenda Ash, Mayor

Deborah Guillotte, City Clerk

Finance Director – Leo Bebeau for City Commission Meeting – July 6, 2021 – 6:00pm

1. **Budget Calendar** provided. Are there any Questions or Changes Requested?
2. **Continuing Engineering Services**

In March, City Commission approved staff to proceed with RFQ for Continuing Engineering Services form engineering firms. Firms submitting RFQs were also required to submit al documentation required for certification as a CFR-200 compliant firm. These certifications will enable the City of Apalachicola to engage a firm for services while with the knowledge that certain engineering fees can be reimbursed to the city under various grants. The CFR-200 compliance is required by HUD. Six firms responded with varying specialties from drinking water/wastewater, civil engineering, structural engineering, site development, planning, landscape architecture, flood plain analysis, community redevelopment, piers and docks, restorations, new building construction, stormwater, grant development and funding, roadways and sidewalks, ADA compliance, geospatial services, construction management, engineering code development, engineering studies, cost estimation and inspection services. This will enable the city to draw upon a large pool of information, knowledge and experience on the varied projects which the City will be undertaking in the next several years. After review, all firms have met the requirements of the RFQ. **Finance Director requests Board Action for Finance Director - to work with City Attorney Dan to develop and execute Continuing Engineering Services Contracts with each of the firms.**

Dewberry Engineering Services – Port St. Joe, Florida
CDG – Dothan, Alabama
Urban Catalyst Consultants – Tallahassee, Florida
SCE Southeastern Consulting Engineering, Inc. – Port St. Joe, Florida
Kimley-Horn and Associates, Inc. – Tallahassee, Florida
Keith and Associates, Inc. dba KEITH

3. **CRA Funding**

Errors have been made in the funding calculations for the CRA from the City of Apalachicola due to the failure of previous staff to complete the directives of the City Commission. Commissioner Despina George will participate in the presentation of the discrepancies and the actions need to correct the errors. City underfunded CRA by \$15, 327 for Fiscal 2019-2020 and \$14,844 for fiscal 2020-2021. Final numbers are being confirmed by Commissioner George. **Finance Director requests Board Action to have Finance Director correct funding errors for prior years.** Due to excess funding required, the Finance Director recommends reduction of funding for Fiscal 2021-2022 from the current unintended 95% less 5% to a revised funding amount of 55% less 5% to offset excess funding for the two prior years. **The Finance Director requests Board Action to authorize City Staff to enter negotiations for a new inter-local agreement for the CRA with the Franklin County BOCC.**

4. Grants Update

- a. Leslie Street has been determined to be ineligible for funding from FEMA for Hurricane Sally. HMGP has determined that Leslie Street will not be funded as it is not Hurricane Mitigation. Appeal to FEMA may be made within 60 days, by August 30, 2021. Appeal should include all maintenance records for Leslie Street for as many years as possible, up to 10 years. **Board Action to approve Finance Director to work with City Attorney Dan Hartman on appeal.** Next opportunity will be to submit a CDBG-DR Infrastructure Grant Application for this on September 17, 2021. **Finance Director requests Board Action to have all maintenance records for Leslie Street provided to him. Finance Director requests Board Action to have Gouras and Associates begin grant application and submit a CDBG-DR Infrastructure Grant Application for this project on September 17, 2021.**
- b. CDBG-DR Infrastructure – Avenues Stormwater Grant on Track. Commission Action needs to request Staff to develop RFP from Engineering Firms for this \$3.6 million project.
- c. CDBG-DR Hometown Revitalization – Riverfront and The Hill - Site visit went good.
 - i. Questions about new asphalt in Riverwalk Park when we are requesting funding for impervious pavers for other city parking areas.
 - ii. Demolition of Old Firehouse cannot proceed until project award even though the City has insurance proceeds to complete. The City cannot start any project which is part of the Application. The demolition is a part of the part of the parking lot project and cannot proceed until the project is awarded.
- d. HMGP Emergency Generators – Cost Benefit Analysis approved after corrections were made to the number of Apalachicola citizens the project would serve.
- e. HMGP Market Street Vacuum Station – City Attorney has completed title search concerning discrepancies in property ownership. Property believed to be owned by the city at 172 Market Street is not. Adjacent lot to the north is owned by the city. Franklin County Property Appraiser has corrected property ownership records. Survey has been ordered from Thurman-Rodenberry. Survey of the property and the alley between Market Street and 4th Street was to be completed by Friday, June 25. It has not been completed. Staff assigned this task has not followed up. Property certification will be made to HMGP administration along with determination about the demolition of the old Market Street pumping station contingent upon receipt of survey.
- f. HMGP Stormwater - This project is being trimmed to include back flow valves on the river, with amended application to include 7 additional backflow valves on the bay. All other projects in the original and amended applications for pipe lining, pervious parking and Leslie Street have been determined to be repairs or new improvements and do not meet the standards of mitigation.
- g. HCA and Cotton Warehouse - The Hurricane Michael NPS Subgrants panel reviewed and scored eligible subgrant applications on February 10th and 11th, 2021. The website states "The Hurricane Michael NPS Subgrants Recommended Ranking list below will be reviewed by the Secretary of State." No further information is available.

- h. Avenue G project is nearing completion. Inclement weather has caused delays beyond an expected 6/30/2021 completion date. Determination cannot be made from documents gathered as re: the \$28,000 expenditure by the city required to meet the requirements for Avenue G to remain a two way street. Additionally, it has been discovered that there is a 38 page Stormwater System Maintenance Plan that was developed in 2017, in conjunction with the approximately \$4,000,000 of grants which the city has received from Florida Water Management Division since 2015. While some of this maintenance may have been required out of necessity, none of the scheduled maintenance has been completed. As the projects are being completed, the City will be required to provide a Report of Activities under the Stormwater System Maintenance Plan by January 31, 2022. Reports are required for two additional subsequent years. Forms are being generated to provide notice to Public Works of the work required and reported to be provided to the Finance Department so that the report may be compiled.
- i. CDBG Manhole Grant - Final paperwork has been submitted for the closeout of the CDBG Manhole Grant Project. Final payment to Roumelis Consulting will be made upon approval by the DEO and receipt of final funding.
- j. Michael FEMA Projects – Finance Director must file a quarterly report that indicated little or no progress on many funded claims.
 - i. Lafayette Park and Pier is getting close. Inclement weather has caused delays beyond an expected 6/30/2021 completion date. See Lafayette Park Lighting Below.
 - ii. Other projects need discussion.

5. *Holy Family*

FEMA has deemed all claims for Holy Family from Hurricane Sally are INELIGIBLE. The primary reason for this determination is that under a Hurricane Michael FEMA for \$18,515.00 which was funded, the Finance Director has been unable to find any evidence of any expenditures except for \$2,000 for flashing repair. The funding was for \$3,000 for roof and gutter repair and \$15,515 for interior repair. The failure to repair the roof and then the failure to repair the interior of the building, show Hurricane Sally site damage pictures and assessments to be almost identical to the Hurricane Michael site damage pictures and assessments. FEMA has requested and the City has been unable to provide maintenance records on the building. The Agenda package includes proposal and documentation from TREMCO, the State of Florida approved contractor. The City has a continued failure to maintain a building which FCT and other grant funders have invested almost \$2,000,000. **Board Action to authorize funding for the Water Proofing of the Building in the amount of \$177,200.** These funds will include the \$18,000 of FEMA funds and \$159,000 from the \$75,000 reserve established in the 20/21 budget, the estimated \$85,000 from estimated \$126,941 additional unbudgeted collections resulting from reduced revenue budgets for ad valorem @ 6/30 -\$30,040 and sales tax collections @ 6/30 - \$23,279 and estimated sales tax collections \$126,941 for receipts from the State of Florida of \$126,941.

CRA has already identified roof as a project.

6. *Community Center*

The City has approximately \$22,190 from FEMA for repair of the roof. I am verifying that we may obtain additional funding from FEMA based on the actual expense required to make the specified repairs. I have requested updated pricing from Lewis Walker Roofing, only firm to submit a bid on the RFP in April, 2021, and from TREMCO, the State of Florida approved contractor. The City is still waiting information on the insurance claim that was submitted for the damages. The FEMA claim was reduced by \$30,000 due to the calculated amount that the City's insurance carrier might have paid.

7. *DEP Grant Application*

The Finance Director will be preparing and requests a **Board Action** authorizing the City to submit grant application with the DEP for the Wastewater Project which was submitted in the CDBG-DR Infrastructure Grant Application on November 30, 2020 - Wastewater. A copy of that grant application was provided to the city by the DEO. The City had been unable to access any information on the computer of former Mayor Begos.

8. *Project Impact*

Nadine Kahn, Director Project Impact, has completed and Leo Bebeau, City of Apalachicola Finance Director, has reviewed the 2021-2022 Application to the Florida Department of Education. Grant Application includes administration fee for the City. **Finance Director requests a Board Action to authorize submission of application.** Additionally, Finance Director is making request under the Florida Retirement System (FRS) that Nadine Kahn be considered for Senior Management Service Class per Florida Statute 121.055. Under (1)(b)1,c. "Each position added to the class must be a managerial or policymaking position filled by an employee who is not subject to continuing contract and serves at the pleasure of the local agency employer without civil service protection, and who: (I) Heads an organizational unit; or (II) Has responsibility to effect or recommend personnel, budget, expenditure, or policy decisions in his or her areas of responsibility." Nadine Kahn meets these requirements. Funding for this change in Florida Retirement System status will be included in the grant budget and requires no funding from the City of Apalachicola. **Finance Director requests a Board Action to authorize change of status for Nadine Kahn in the FRS and publish required advertising to affect this change.**

9. *Fire Hydrant Bid Rejection*

The City received two bids on Friday July 2, 2021 from contractors to install 30 new City supplied fire hydrants. The bid prices range from 233% to 366% higher than the estimate which was provide by another contractor. **Finance Director requests Board Action for the City Commission to reject any and all bids on the City of Apalachicola Fire Hydrants and Extensions RFP 2021-07.** The City will update and clarify RFP and advertise for new bids.

All information included in this report is accurate as of July 5, 2021 1:15pm. After that time, information is subject to change.

10. Lafayette Park Lighting

The City of Apalachicola has been awarded funds for the repairs to Lafayette Park for damages due to Hurricane Michael.

Budget includes funds to sandblast, prime and paint light posts, convert lights to LED, clean light globes, sandblast, prime and paint finials, replace 5 damaged globes and replace worn "In Memory Of" plaques. Budget provided for \$8,000 for the conversion of the light posts to LED. Once the project was under way, Dave and Michaelin Watts presented an option to modify the lighting to more environmentally friendly lighting. I asked them to provide the information stating that the budget was \$8000 for the complete conversion and installation of the lighting upgrade to LED. After being assured that the manufacturer had this option available to ship immediately, I requested pricing. Pricing received for the environmentally friendly option is \$49,219.24. Delivery will not be until mid to late September. I informed the Watts that this was no option at all. The Watts along with Marie Marks-Marshall are willing to commit for alternate funding from outside the City to pay the increased expense. **Finance Director requests BOARD ACTION to accept the offer of alternative funding and agrees that it is acceptable for there to be possible no lighting in Lafayette until October, 2021.**

All information included in this report is accurate as of July 5, 2021 1:15pm. After that time, information is subject to change.

MINUTES OF THE SPECIAL MEETING/BUDGET WORKSHOP OF THE APALACHICOLA CITY COMMISSION
HELD TUESDAY, JUNE 21, 2021, 4:00 PM AT THE APALACHICOLA COMMUNITY CENTER.

PRESENT: Mayor Brenda Ash Travis Wade, City Manager
Commissioner Anita Grove Leo Bebeau, Finance Director
Commissioner Despina George
Interim Commissioner Tammie Ray-Hutchinson

ABSENT: Commissioner Adriane Elliott

CALL TO ORDER

Mayor Brenda Ash called the budget workshop to order. Mr. Leo Bebeau stated this is just discussion, no decisions to be made tonight. If any Commissioners have any suggestions, please contact Mr. Bebeau. Mr. Bebeau is requesting a Special Meeting for August 3rd at 5:30pm to set the tentative millage rate, and at that time, distribute the first copy of the budget calendar, so that dates and times can be set.

Commissioner Anita Grove made a motion to set a Special Meeting for August 3, 2021, at 5:30pm, to set the tentative millage rate. Commissioner Despina George seconded and the motion carried 4-0.

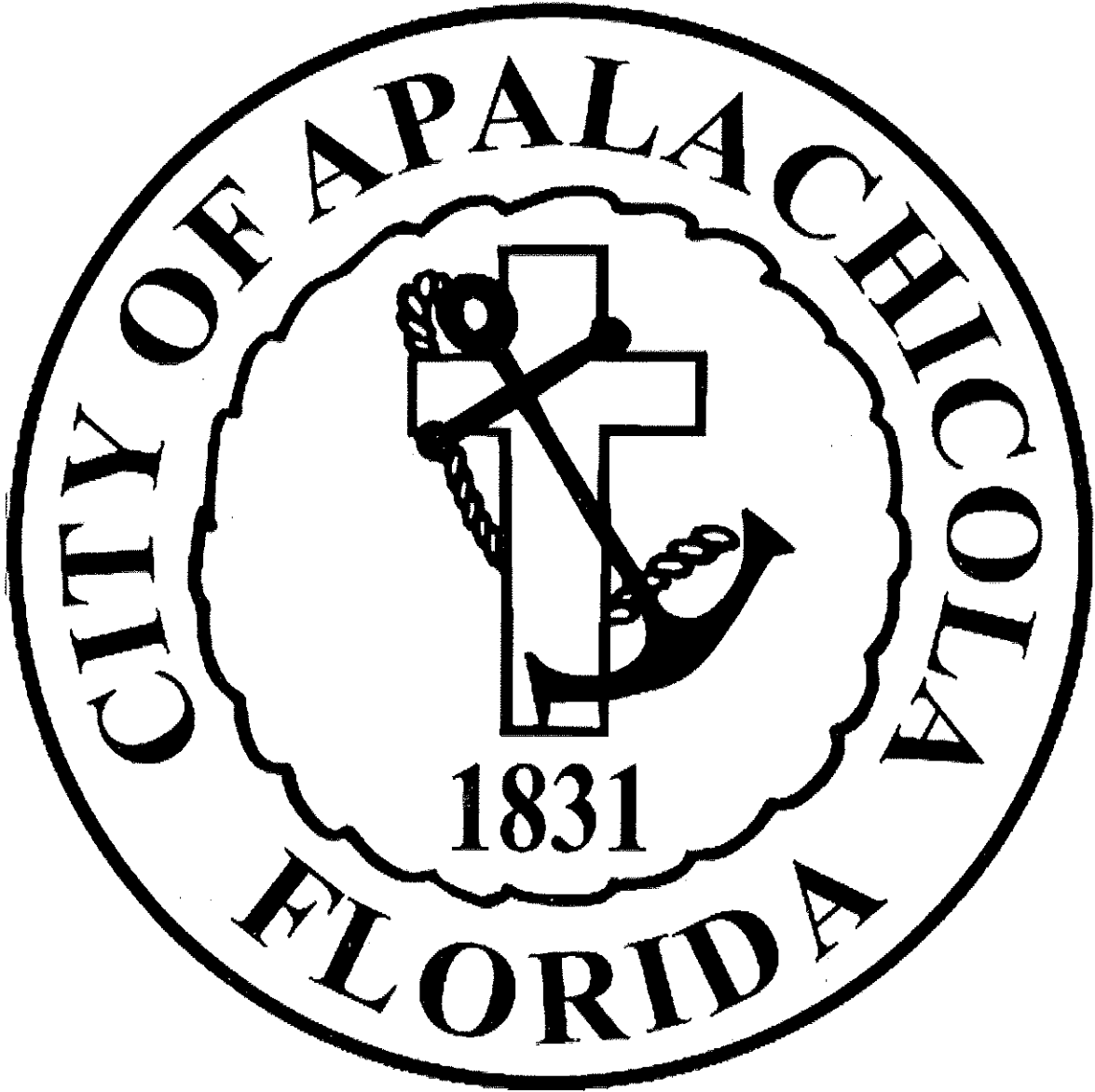
Discussion included: Revenue Projections; Capital Expenditures – Major Repairs; Minimum Wage; Cost of Living Increase; Merit Increase; Additional Personnel; Contractors; Inter-local Agreement with Franklin County concerning the funding of the Community Redevelopment Agency; City Asset Plan for capital investment; Assessment of City properties for repairs, etc.; Lafayette Park Pier Pavilion; Personnel needs analysis and job descriptions; Un-used Annual Leave; EPCI; City Grants and adding a project management and a grant management position; Consulting Fees; and City rental properties and maintenance. See Attachment "A"

ADJOURNMENT

Interim Commissioner Tammie Ray-Hutchinson made a motion to adjourn the meeting. Commissioner George seconded and the motion carried 4-0.

Brenda Ash, Mayor

Deborah Guillotte, City Clerk



City of Apalachicola

Budget Planning

For Fiscal Year October 1, 2021 to September 30, 2022



Revenue Projections

Under Budget
Discussion

Income	Oct 20 - Jun 21	Budget	\$ Over Budget	% of Budget
1400000 - GENERAL REVENUE				
1411001 - AD VALOREM TAXES	1,488,216.29	1,459,176.00	30,040.29	102.06%
1412001 - 1/2 CENT SALES TAX	159,278.77	136,000.00	23,278.77	117.12%
1412002 - MOBILE HOME LICENSE TAX	62.75	100.00	-37.25	62.75%
1412003 - ALCOHOLIC BEV LICENSE TAX	4,051.16	5,000.00	-948.84	81.02%
1413100 - UTILITY FRANCHISE	121,899.54	155,000.00	-33,100.46	78.65%
1413200 - LOCAL COMMUNICATION TAX	51,974.65	51,000.00	974.65	101.91%
1414100 - UTILITY TAX	161,468.68	225,000.00	-63,531.32	71.76%
1415120 - STATE REVENUE SHARING	71,475.97	90,250.00	-18,774.03	79.2%
1421001 - BUSINESS LICENSE FEES	24,859.23	30,000.00	-5,140.77	82.86%
1422001 - BUILDING PERMIT FEES	65,166.54	40,000.00	25,166.54	162.92%
1422004 - SPEC EXCEP/VARIANCE FEE	0.00	5,000.00	-5,000.00	0.0%
1422006 - GOLF CART PERMIT	5,350.00	10,000.00	-4,650.00	53.5%
1422007 - TREE APP FEE	400.00	3,000.00	-2,600.00	13.33%
1430100 - COUNTY FIRE PROTECT-MSBU	36,951.24	40,000.00	-3,048.76	92.39%
1430200 - FINES AND FORFEITURES	94.54	2,000.00	-1,905.46	4.73%
1430300 - CEMETERY LOTS & OPENINGS	4,950.00	15,000.00	-10,050.00	33.0%
1430400 - OYSTER HARVESTING LICENSES	0.00	0.00	0.00	0.0%
1435000 - STORMWATER UTILITY FEES	13,734.85	35,000.00	-21,265.14	39.24%
1440100 - MISCELLANEOUS				
1110280 - Electric Car Charger Revenue	-112.18			
1453220 - Surplus Prop Auction Proceeds	50,887.26			
1453760 - Cares Act Funding - 2021	393,093.85			
INT INC - GENERAL FUND INTEREST INCOME				
1440181 - INT - FARMER MARKET	4.58	0.00	4.58	100.0%
1450700 - INTEREST - FIRE DEPT ESCROW	0.89	0.00	0.89	100.0%
1450900 - INTEREST - GENERAL ACCOUNT	908.19	0.00	908.19	100.0%
1451000 - INTEREST - SBA ACCOUNT	102.69	280.00	-177.31	36.68%
1451200 - INT - OYSTER LICENSE	20.97	0.00	20.97	100.0%
1451600 - INTEREST - PAYROLL ACCT	6.10	0.00	6.10	100.0%
1455600 - INT - COMMUNITY GARDEN	0.38	0.00	0.38	100.0%
1455800 - INT - HISTORY CULTURE ART	7.64	0.00	7.64	100.0%
1456110 - INT - POLICE/FIRE RESERVE	8.04	0.00	8.04	100.0%
1456200 - INT - USDA POL/FIRE SINKING	3.43	0.00	3.43	100.0%
1457000 - INT - STORMWATER UTILITY	8.69	0.00	8.69	100.0%
1457100 - INT - WATER QUALITY PROJECT	0.23	0.00	0.23	100.0%
1457900 - INT - REDEVELOPMENT TRUST	164.49	0.00	164.49	100.0%
1458100 - INT - FIRING RANGE	0.03	0.00	0.03	100.0%
5420200 - INTEREST - LIBRARY ACCT	0.00	0.00	0.00	0.0%
5420201 - INT - LIBRARY TRUST	8.58	0.00	8.58	100.0%
5420300 - INTEREST - LIBRARY MM	0.00	0.00	0.00	0.0%
Total INT INC - GENERAL FUND INTEREST INCOME	1,244.63	280.00	964.63	444.51%
1440100 - MISCELLANEOUS - Other	-3,571.04	3,000.00	-6,571.04	-119.04%
Total 1440100 - MISCELLANEOUS	441,566.88	3,280.00	438,286.88	13,462.41%
1440120 - MISC-EQUIP/PROP RENTAL	7,900.00	25,000.00	-17,100.00	31.6%
1440130 - MISC - COPIES	0.00	0.00	0.00	0.0%
1440163 - TRAFFIC LIGHT REIMB	0.00	4,900.00	-4,900.00	0.0%
1440180 - FARMER MARKET REVENUE	530.00	3,000.00	-2,470.00	17.67%
1440182 - SANITATION				
1440183 - SANITATION FEES				
1440184 - SANITATION - ADMINISTRATION FEE	414,597.57	550,000.00	-135,402.43	75.38%
	22,536.29	26,556.00	-4,019.71	84.86%



Total Revenues & Expenditures Budget vs Actual
October 2020 through June 2021

Revenue Projections

Under Budget
Discussion

	Oct '20 - Jun 21	Budget	\$ Over Budget	% of Budget
Total 1440182 - SANITATION	437,133.85	576,556.00	-139,422.14	75.82%
1440190 - NFWF/MD STORMWATER QUALITY IMP	161,253.94	0.00	161,253.94	100.0%
1440400 - FEMA - Hurricane Sally	81,448.05	0.00	0.00	0.0%
1450600 - GIS MAPPING SERVICE INC	5.00	0.00	5.00	100.0%
1452400 - ELECTRONIC CRASH REPORT	3,450.00	7,000.00	-3,550.00	49.29%
1453210 - FIRING RANGE	0.00	0.00	0.00	0.0%
1453700 - TECHNICAL ASSIST GRANT	0.00	0.00	0.00	0.0%
1453710 - GRANT - FC BUSINESS CENTER	0.00	0.00	0.00	0.0%
1453720 - GRANT - DOT BEAUTIFICATION	0.00	0.00	0.00	0.0%
1453730 - GRANT - COASTAL RESILIENCE PRGM	0.00	0.00	0.00	0.0%
1453740 - GRANT - NOAA RESILIENCE PRGM	0.00	0.00	0.00	0.0%
1453750 - GRANT - USDA RURAL BUSINESS DEV	0.00	319,286.00	-319,286.00	0.0%
1455300 - LIB - MEMORY LAB GRANT	0.00	0.00	0.00	0.0%
1455500 - COMMUNITY GARDEN REVENUE	200.00	0.00	200.00	0.0%
1455700 - HISTORY CULTURE REVENUE	6,043.48	20,000.00	-13,956.51	10.0%
1457300 - CDBG - MANHOLE PROJECT INC	616,138.16	582,823.00	33,309.16	105.72%
3410200 - PROJECT IMPACT REVENUE	355,593.92	511,320.00	-155,726.08	69.54%
5410200 - LIBRARY MISC. REVENUE	1,166.96	4,000.00	-2,833.04	29.17%
5410300 - LIBRARY DONATIONS	0.00	0.00	0.00	0.0%
6410100 - LOGT PROCEEDS	0.00	0.00	0.00	0.0%
Total 1400000 - GENERAL REVENUE	4,323,364.48	4,360,697.00	-37,332.52	99.14%
1415143 - Local Option Gas Tax 143	51,155.99	82,000.00	-10,844.01	82.51%
1422003 - SIGN PERMITS	0.00	0.00	0.00	0.0%
1422008 - REFORESTATION FUND FEES	260.00	2,000.00	-1,740.00	13.0%
1422009 - FENCE PERMITS	0.00	0.00	0.00	0.0%
1422011 - Sidewalk Permits	150.00	0.00	150.00	100.0%
1422013 - RV Permits	0.00	0.00	0.00	0.0%
1440200 - HURRICANE MICHAEL	0.00	0.00	0.00	0.0%
1440201 - FEMA - Hurricane Michael	37,342.96	471,615.00	-434,272.04	7.92%
1440202 - Insurance Proceeds - Michael	170,841.34	0.00	170,841.34	100.0%
1440203 - Governor Office - Michael	0.00	0.00	0.00	0.0%
1440204 - Hur Michael 12.5% State Contrib	0.00	0.00	0.00	0.0%
1440200 - HURRICANE MICHAEL - Other	0.00	0.00	0.00	0.0%
Total 1440200 - HURRICANE MICHAEL	208,184.30	471,615.00	-263,430.70	44.14%
1450000 - APALACHICOLA CRA	0.00	0.00	0.00	0.0%
1450429 - FRANKLIN COUNTY TIF	0.00	0.00	0.00	0.0%
145042C - CITY OF APALACHICOLA TIF	60,297.00	60,297.00	0.00	100.0%
145043C - FRANKLIN COUNTY - TIF	53,822.72	53,822.72	0.00	100.0%
1454900 - CRA DUE FROM GENERAL FUND	75,581.00	0.00	75,581.00	100.0%
Total 1450000 - APALACHICOLA CRA	189,700.72	189,700.72	0.00	100.0%
1450140 - Project Impact Admin Fee	0.00	0.00	0.00	0.0%
1450420 - REDEVELOPMENT TRUST FUND INC	0.00	0.00	0.00	0.0%
1450510 - HURRICANE MITIGATION GRANT INC	0.00	0.00	0.00	0.0%
1453640 - BATTERY PARK FWC REVENUE	-471.08	0.00	471.08	0.0%
1513484 - Comm Planning Tech Assist Grant	0.00	0.00	0.00	0.0%
2430100 - INTEREST EARNED SBA ACCT	0.00	0.00	0.00	0.0%
3450300 - INT - PROJECT IMPACT	9.04	0.00	9.04	100.0%
4400000 - WATER & SEWER FUND	0.00	0.00	0.00	0.0%
4443600 - W&S UTILITIES REV	458,660.00	624,000.00	-165,340.00	73.5%
SEWER - SEWER UTILITY BILL REV	653,971.39	867,390.00	-213,408.61	75.4%
4443605 - SUF REV				
SEWER - SEWER UTILITY BILL REV - Other				



Revenue Projections

Under Budget
Discussion

	Oct 20 - Jun 21	Budget	\$ Over Budget	% of Budget
Total SEWER - SEWER UTILITY BILL REV	1,112,631.39	1,491,380.00	-378,748.61	74.6%
WATER - WATER UTILITY BILL REV	710,658.86	947,580.00	-236,921.14	75.0%
4443600 - W&S UTILITIES REV - Other	-7,727.89	0.00	-7,727.89	100.0%
Total 4443600 - W&S UTILITIES REV	1,815,562.36	2,438,970.00	-623,407.64	74.44%
4443501 - WATER TAPS	0.00	2,500.00	-2,500.00	0.0%
4443502 - SEWER TAPS	0.00	0.00	0.00	0.0%
4443504 - LATE CHARGES REV	27,752.70	15,000.00	12,752.70	185.02%
4443507 - STORMWATER UTILITY	1,586.00	0.00	1,586.00	100.0%
4450000 - INTEREST INCOME				
4443001 - INTEREST-W&S	127.14	0.00	127.14	100.0%
4450010 - INTEREST - DEP TRUST	81.52	0.00	81.52	100.0%
4460010 - INTEREST - O&M	0.86	0.00	0.86	100.0%
4460030 - INT - SINKING	1.63	0.00	1.63	100.0%
4460031 - INT - SINK 03 BOND	3.94	0.00	3.94	100.0%
4460040 - INT - RESERVE	13.27	0.00	13.27	100.0%
4460041 - INT - RESERVE 03 BOND	90.98	0.00	90.98	100.0%
4460070 - INT - ENT EXPENSE	7.91	0.00	7.91	100.0%
4460093 - INT - DEBT SERV	33.38	0.00	33.38	100.0%
4460094 - INT - SRP REPAY RESERVE	5.32	0.00	5.32	100.0%
Total 4450000 - INTEREST INCOME	365.95	0.00	365.95	100.0%
4400000 - WATER & SEWER FUND - Other	1,558.00	0.00	1,558.00	100.0%
Total 4400000 - WATER & SEWER FUND	1,846,825.01	2,456,470.00	-609,644.99	75.18%
4410000 - MISC REV-SC	-127.00	47,400.00	-47,527.00	-0.27%
4411000 - SCIPIO CREEK MORRING BASIN				
4411001 - INTEREST - SC	4.64	0.00	4.64	100.0%
4412001 - MOORING REV - SC	35,656.17	53,000.00	-17,343.83	67.28%
4412003 - LAUNCH FEES SC	0.00	0.00	0.00	0.0%
4412006 - REPAIR YARD REV	7,271.75	6,000.00	1,271.75	121.2%
Total 4411000 - SCIPIO CREEK MORRING BASIN	42,932.56	59,000.00	-16,067.44	72.77%
4422000 - BATTERY PARK BOAT BASIN				
4420001 - INTEREST-BP	35.11	0.00	35.11	100.0%
4422001 - MOORING REV-BP	41,364.07	62,000.00	-20,635.93	66.72%
4422002 - LAUNCH FEES BP	2,377.00	7,000.00	-4,623.00	33.96%
Total 4422000 - BATTERY PARK BOAT BASIN	43,776.18	69,000.00	-25,223.82	63.44%
4460095 - Water Trust Interest	0.00	0.00	0.00	0.0%
5410600 - PALS CONTRIBUTIONS	0.00	0.00	0.00	0.0%
6430200 - INTEREST-SBA	0.00	0.00	0.00	0.0%
740000 - SPECIAL REVENUE FUND				
7410000 - PROGRAM INCOME				
7410600 - LOVE CENTER	0.00	0.00	0.00	0.0%
7411000 - ANNA MARIA CANATELLA	5,305.13	5,377.00	-71.87	98.66%
7411100 - DAVID WALKER INC	616.25	2,430.00	-1,813.75	25.36%
7411300 - MEL LIVINGSTON INC	1,265.55	3,037.00	-1,771.45	41.67%
7440100 - INTEREST - REVOLVING LOAN	0.00	0.00	0.00	0.0%
7440200 - INTEREST - SBA	66.92	0.00	66.92	100.0%
Total 7410000 - PROGRAM INCOME	7,253.85	10,844.00	-3,590.15	66.89%
Total 740000 - SPECIAL REVENUE FUND	7,253.85	10,844.00	-3,590.15	66.89%
Total Income	6,713,014.05	7,728,726.72	-1,015,712.67	86.86%

This list is a compilation of requests from each department head and

6

Capital Expenditures	Each	Quantity	Extended	
Major Repairs				
Police				
Vehicle	2022 Crew Cab	1	\$36,000.00	To replace 2012 Dodge Charger
Vehicle	2022 Crew Cab	1	\$36,000.00	For additional Officer
Radio	Reptor RP-1 Radar Unit	3	\$6,085.44	To replace damages units
Radio	Port-XL-185P/7/800	2	\$4,978.78	To replace on rotation
Taser	Taser X2	3	\$6,691.83	To replace damages units
Public Works				
Vehicle	2022 Crew Cab	1	\$29,000.00	To replace 2006 Model currently in use.
City Hall - Project Impact				
AC Units	LG LWR1216HR	4	\$600.00	Replace broken AC in 4 classrooms
Doors	3.0x6.8 Steel with Hardware	2	\$1,171.00	Replace non-functioning fire doors.
City Hall - Common Area				
Doors	3.0x6.8 Steel with Hardware	4	\$1,171.00	Replace Glass Doors adjacent to
Glass	Transom	2	\$680.00	Emergency Generator
Restroom				Replace Glass Windows adjacent to
LED Lighting by Duke		1	\$15,000.00	Emergency Generator with Safety Glass
AC		1	\$84,000.00	ADA Compliant Restroom
			\$0.00	7 Year Savings Contribution
		1	\$18,000.00	Office for Project and Finance Expansion
Wastewater				
Dikes	Repair to Wet Weather and	1	\$50,000.00	Consent order
	Reject Pond Dikes			
Vehicle	2022 Crew Cab	1	\$29,000.00	To replace 2007 Model currently in use.
E/Q Tank Maintenance		1	\$50,000.00	May be eligible for some grant funding
Vehicle	2022 Crew Cab	1	\$29,000.00	To replace 2007 Model currently in use.
Pump	Effluent Pump	1	\$30,000.00	Worn out / been rebuilt multiple times
Valve	SBR Valve	1	\$19,000.00	Replacement
Drinking Water				

I. \$15 Minimum Wage

The City currently has 5 employees which earn less than the \$15 per hour minimum which will be required in the State of Florida by January 1, 2026, 4 Years.

3 of the 5 employees currently make \$13.46 per hour / \$28,000 per year. This is a \$1.54 per hour / \$3,200 per year. With increases to \$15 per hour, the cost to the City will be \$9,600 per year. City Staff recommends these raises. These individuals will not receive the Cost of Living increase which other employees will receive.

2 of the 5 employees have been employed by the city for an average of 3.2 years. Currently they make \$13.91 per hour and \$14.15 per hour. In order to preserve the differential of seniority and prior year raises, City Staff recommends that these employees receive the \$1.54 per hour / \$3,200 per year increase. The cost to the City will be \$6,400 per year. City Staff recommends these raises. These individuals will not receive the Cost of Living increase which other employees will receive.

Total \$16,000.00

II. Cost of Living Increase

Option A - Percentage Increase

The cost of living increase will be a standard percentage for all employees not covered by the \$15 minimum wage increases. For Fiscal 2020-2021, all employees received a 1% increase.

Increases would be as follows:

5% - \$33,216.59

3% - \$21,370.33

2% - \$14,246.75

1% - \$ 7,123.38

Option B – Flat Increase

A flat increase for 27 employees would be as follows:

\$1,500 per employee – \$40,500

\$1,230.22 per employee - \$33,215.94

\$1,000 per employee – \$27,000

\$791.50 per employee – \$21,370.50

III. Merit Increase

Establish a pool of \$15,000 in annual increases to be awarded to employees based on merit and certifications which enhance the employee knowledge and skills for their current job. Raises will only be awarded in conjunction with a full review. No employee increase can exceed 5% of their current compensation. A strict policy will be developed for implementation of these raises.

Additional Personnel

Presently, needs exist for additional staffing.

Public Works

Two Employees – Starting Salary - \$35,000 each

These employees will assist Robert Osborne, Public Works Maintenance Supervisor, in doing general day to day maintenance and projects. It is requested that one person start in Q4/2021 and the other in Q2/2022. This includes all properties of the city, but does not include any landscape maintenance.

Police Department

One Police Officer– Starting Salary - \$38,000

Water Department

Fulltime employee to replace William Cox (moving to Wastewater Plant Operator) as Field Crew – Starting Salary - \$38,000. This position will be funded from the current position in Wastewater currently held by William Cox

Project Management

For the projects presently moving through the approval pipelines, (CDBG-DR and HMGP) the City has approximately \$150,000 of forced labor funding over the various terms of the projects. All city staff who work on the planning, development, procurement, admin payables processing. Personnel will only be added as funding is available. All positions will be full time. No contractors or part-time personnel.

Contractors

Presently, the city has 7 independent contractors providing part-time services in various departments. Efforts will be made to align this spending to provide better support for the city. In this process, City staff will examine specific need for planning, grants support, lobbying, water certifications, and engineering.

Community Redevelopment Agency Funding

Last year, the City Commission directed City staff to negotiate an inter-local agreement with Franklin County concerning the funding of the Community Redevelopment Agency.

As a result, the City is required to fund an additional \$34,833 to compensate for the shortfall.

City staff seeks direction in funding for the 2021-2022 Budget. With a 50% level, the City would reduce the contribution for the future year to offset the additional funding required.

City staff would like to present a budget using the reduced funding which can be incorporated into the final budget only upon agreement and execution with Franklin County of a multi-local agreement.

With the reduced funding, the CRA will receive approximately \$68,000 in TIF funding from the City of Apalachicola. This is 13.3% more than planned for the current year.

CITY OF APALACHICOLA
ADMINISTRATION DEPARTMENT
JULY 2021

- Updated meeting calendar on website
- Complete all quarterly Payroll Reports.
- Payroll Quick Books
- Finance Clerk posted revenues and expenses
- Assist staff with tree applications, utility bill issues
- Staff assisted with Cemetery, utility bills, garbage, permitting issues, city property rentals and other miscellaneous duties
- Billing Clerk assists the City Manager, City Clerk and Finance Director as needed, works front office with water bill collections, cemetery lot sales, assists water and sewer department as needed
- Completed tasks as assigned by the City Manager
- Public Records Request
- Annual golf cart sticker renewals
- Business License Renewal Notices and processing by City staff
- Election duties

61 work orders issued and 56 work orders completed

2197 payments processed

1980 bills mailed

128 cut-off list

Approximately 400 Invoices and cut 150 accounts payable checks processed

APALACHICOLA POLICE DEPARTMENT
JULY 2021

July continues to keep the streets of Apalachicola busy with tourist. Downtown patrol has increased due to the increase in parking issues, in some cases, illegal parking issues that has to be addressed. The annual 3rd of July celebration was successful as we noted no incidents of either pedestrian or vehicle issues. This month saw us say farewell to Sgt. Creamer as she took her well deserved retirement and our department welcomes Chris Love as our new Officer.

Jul-21 Totals

Traffic Stops/ Warnings/ citations	46	
Arrests/ Warrant Requests	3	
Traffic Accidents	2	
Burglary/Theft calls	11	
Assist Citizens/ Complaints/investigations	505	
Trespass Warnings/agreements	13	
Business alarm calls/building checks/welfare checks	840	
assist county call/other agencies	30	
Assist Animal control	1	
Domestic cases involving violence/disturbance calls	23	
Drugs	1	
Total calls from dispatch	1621	

APALACHICOLA VOLUNTEER
FIRE/RESCUE
JUNE 2021 – 25 Calls

Bi-Monthly Report

1. Accidents	<u>2</u>	8. Life Flights	_____
2. Life Assist EMS	<u>21</u>	9. Search/Rescue	_____
3. Bi-Mo. Meetings	<u>2</u>	10. Training	_____
4. Brush Fires	_____	11. Transformer Fires	_____
5. House Fires	_____	12. Cars	_____
6. Fund Raisers	_____	13. 1 st Responder Calls	<u>37</u>
7. Gas Leaks	_____		

FIREFIGHTER ATTENDANCE

1. George Watkins	<u>3</u>	11. Holden Foley	<u>0</u>
2. Fonda Davis	<u>3</u>	12. Avery Scott	<u>0</u>
3. Ginger Creamer	<u>17</u>	13. Bruce Hoffman	<u>22</u>
4. Albert Floyd	<u>2</u>	14. Ashley Teat	<u>0</u>
5. Rhett Butler	<u>2</u>	15. Anthony Croom	<u>2</u>
6. Mark Creamer	<u>0</u>	16. Michael Taylor	<u>0</u>
7. Palmer Philyaw	<u>0</u>	17. Brooke Newell	<u>2</u>
8. Mike Vroegop	<u>0</u>	18. Shannon Segree	<u>11</u>
9. Troy Segree	<u>17</u>	19. Adam Joseph	<u>4</u>
10. Rick Hernandez	<u>0</u>	20. Craig Gibson	<u>4</u>

Additional Notes:

Recorded by: _____

Date: _____

City of Apalachicola
Code Enforcement Officer
Activity Report – July 2021



- Seven (7) various potential code violation complaints and resulting follow-up investigations.
- Three (3) bandit signs removed from within City & State right-of-way(s).
- Four (4) Business Tax license application's processed.
- One Business Tax license application on hold pending submittal of additional information.
- One Mobile Food Truck application renewed.
- Two (2) Tree Removal applications processed (city).
- Seven (7) Tree Removal application's processed (citizen).
- One Tree Removal application on hold pending fee submittal (citizen).
- Monthly July Tree Committee Meeting cancelled.
- One Fence Permit application in process.

City of Apalachicola
Public Works
July 2021

The public works department, services all city vehicles and replaces all the tires on city vehicles, services all the mowers and weed eaters, cuts all city parks, cut all city properties, clean all city buildings, empty all garbage cans down town and city parks, clean city right of ways, cut city right of ways, and patch holes on city roads as needed.

- collected 205 bags of trash from down town and public parks.
- have had 3 funerals open and close
- have cut our routine main roads parks and cemeteries.
- completed 14 work orders.
- trimmed palm trees on ave e.
- repaired several pot holes in city.
- replaced light bulbs in several city buildings.
- meet with contractor for repairs on battery park pier railing.
- assembled tables at park on water street.
- replaced culvert pipes and dug ditch on 16th st.
- moved cabinets and loaded old office furniture for auction.
- put new no touch towel dispensers in at public restroom on commerce st.
- fixed and replaced several stop signs.
- collected 205 bags of trash from down town and public parks.
- put no trespass sign on the end of laffette park pier for safety reasons.
- Serviced 1 police vehicle.

Signed. Robert Osburn

Monthly Report for the
Apalachicola Margaret Key Library
July 2021

Statistics:

- 771 patrons have been given assistance
- 431 books/movies/audiobooks were circulated
- 21 new accounts were opened
- 154 patrons have used our computers
- \$464.09 was collected as library revenue
- 6 boxes of books were donated to the library
- 90 hours have been donated by our wonderful volunteers
- 1231 people have been reached with 16 Facebook posts
- 4 accounts have been reached with 12 Instagram posts

Our awesome library is open from 10:00 a.m. to 5:00 p.m., Monday - Friday and Sundays from noon to 5:00 p.m. We continue to help patrons with issues pertaining to printing, writing, notarizing, and learning; the library offers our community a wonderful service. We continue to loan books, audiobooks, movies, puzzles, and items from our Library of Things.

This month we celebrated freedom with a "Let Freedom Ring" board. A collection of red, white, and blue books is located near the entrance of the library.

This month, we are also remembering Mayor Kevin Begos, who sadly passed away last month. Two books that he authored are on display, along with the memorial pamphlet that was given to us by his mother, Jane Richardson.

The month of July was full of fun for children in our area. On Tuesdays, Karen Kessel and Ava K., with Bring Me a Book Franklin, have offered Books for Babies and Sunset Stories. On Wednesdays, Reading and Recycling was offered. On Thursdays, Tails and Tales fun was offered. Many kids took advantage of the fun, educational activities that Jessi, Georgia, and Ava provided this month. Kids were able to make tie-dye shirts, bird feeders, Japanese wind socks, and many more fun items. Many kids also read and filled out their Summer Reading Bingo Card. They received prizes and patrons that completely fill out the bingo card get entered into a drawing for a summer bucket.

We continue to ask unvaccinated patrons, ages 12 and over, to wear a mask. Hand sanitizer is located at the entrance of the library.

Six volunteers have generously helped us this month. Celia Winterringer continues to sort and process book, audiobook, and puzzle donations. Richard Lenhart helps to maintain order within our bookshelves. Jane Richardson volunteers her time in our archives.

Patrons are still able to pick up free seeds at the library; our Seed Library has been generously provided by The Reserve, the Friends of the Reserve, and the Franklin County Master Gardener volunteers, to help the pollinators in our area.

Isel Sánchez-Whiteley
Library Assistant