PUBLIC HEARING & REGULAR MEETING
APALACHICOLA CITY COMMISSION
TUESDAY, NOVEMBER 7, 2023 – 4:00PM
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 three 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. Presentation Re: Proclamation for Ella Speed by Mayor Ash

IV. Public Hearing – Ordinance 2023-05 - Decks

V. Public Comment

VI. New Business
   1. Appoint New Members to Parks and Recreation Committee
   2. Floodplain Variance Request – 28 Avenue G
   3. Lead/Copper Study Funding Approval
   4. Lead/Copper Study Project Award
   5. Vacuum Station Pump Expenditure Approval
   6. Mutual Aid Agreement
   7. Business License Tax
   8. List of Committees to Be Considered for Dissolution
   9. Oliver Sperry Contract Extension
   10. 4M Architects Contract Extension
VII. Unfinished Business
   1. 2nd Reading & Adoption Decision – Ordinance 2023-05 - Decks
   2. Parking Mitigation Request - Jason O'Steen
   3. 1st Reading – Ordinance 2023-06 - Short Term Rental LDC Amendment
   4. Community Rating System

VIII. Mayor and Commissioner Comments

IX. City Manager Communications

X. Grants Coordinator Communications – Report Attached

XI. Finance Director Communications - Report Attached

XII. Attorney Communications - Report Attached

XIII. Consent Agenda
   A. Commission Meeting Minutes Adoption – October 3, 2023 Public Hearing & Regular Meeting;
      4PM October 5, 2023 Workshop & Special Meeting; 5PM October 5, 2023 Workshop;
      October 17, 2023 Special Meeting

   B. Planning & Zoning Board Minutes – September 11, 2023 Workshop & Regular Meeting

XIV. Department Reports – Included in Agenda Packet

Adjournment

Any person who desires to appeal any decision at this meeting will need a record of the proceeding and for this purpose, may need to ensure that a verbatim record of the proceeding is made which includes testimony and evidence upon which the appeal is based. Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk’s Office 48 hours in advance of the meeting.
APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: November 7, 2023

SUBJECT: Parks and Recreation Committee Member Appointment

AGENDA INFORMATION:

Agenda Location: New Business
Item Number: 1
Department: Administration
Contact: Travis Wade
Presenter: Travis Wade

BRIEF SUMMARY: The Parks and Recreation Committee has two(2) member vacancies and one(1) alternate member vacancy. Two(2) applications have been received for membership. The applications are attached.

RECOMMENDED MOTION AND REQUESTED ACTIONS: Motion to Approve the applications for membership

FUNDING SOURCE: N/A

ATTACHMENTS: Two(2) Applications for membership

STAFF'S COMMENTS AND RECOMMENDATIONS:
BOARD/COMMITTEE CANDIDATE QUESTIONNAIRE

REQUESTED BOARD/COMMITTEE APPOINTMENT: City Parks Committee

APPLICATION DATE: 9-20-23

DATE APPOINTED: ____________________

NAME: Julie Bishop

MAILING ADDRESS: 73 S. St. Apalachicola

PHYSICAL ADDRESS: Same

CELL#: 602-1445-9911  HOME#: Same as cell

EMAIL: cobbj3@yahoo.com

PLACE OF EMPLOYMENT: Nationwide Insurance

WORK#: Same as cell

1. HOW LONG HAVE YOU BEEN A RESIDENT OF THE CITY OF APALACHICOLA?
   
   3 yrs; 2 yrs prior on SG!

2. WHY ARE YOU INTERESTED IN SERVING ON THIS BOARD/COMMITTEE?
   
   Seen as an opportunity to leverage my project management and consulting experience to support work and projects for the city.

3. WHAT DO YOU FEEL YOU CAN CONTRIBUTE BY SERVING ON BOARD/COMMITTEE?
   
   Professional experience consulting business partnerships and stakeholders along with project management skills

4. DO YOU HAVE ANY EXPERIENCE BY PREVIOUSLY SERVING ON ANY CITY, COUNTY, OR OTHER GOVERNMENTAL BOARDS? IF SO, WHICH BOARDS AND HOW LONG?
   
   I do not

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

   I have not
6. WILL YOU BE ABLE TO CONTRIBUTE THE NECESSARY TIME TO PROPERLY RESEARCH ISSUES AND BE AVAILABLE TO ATTEND SCHEDULED MEETINGS?

   yes

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

   I have not

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

   I am not

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

   I am not

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

    I do not specify to construction or land development

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

    yes

Signed: Julie Bishop
Printed Name: Julie Bishop
BOARD/COMMITTEE CANDIDATE QUESTIONNAIRE

REQUESTED BOARD/COMMITTEE APPOINTMENT Parks Committee

APPLICATION DATE 9/27/23

DATE APPOINTED

NAME: Lynne Wilser
MAILING ADDRESS: 133 Avenue C
PHYSICAL ADDRESS: Apalachicola FL 32320
CELL#: 404-353-1921 HOME#: 
EMAIL: 3dugpac@gmail.com

PLACE OF EMPLOYMENT: 
WORK#: 

1. HOW LONG HAVE YOU BEEN A RESIDENT OF THE CITY OF APALACHICOLA?
   Four years full time; 24 yrs part time

2. WHY ARE YOU INTERESTED IN SERVING ON THIS BOARD/COMMITTEE?
   I care deeply about our city and want to do my part for improving/keeping it a beautiful thriving place to live & visit.

3. WHAT DO YOU FEEL YOU CAN CONTRIBUTE BY SERVING ON BOARD/COMMITTEE?
   Energy, enthusiasm, and taking ideas to completed projects.

4. DO YOU HAVE ANY EXPERIENCE BY PREVIOUSLY SERVING ON ANY CITY, COUNTY, OR OTHER GOVERNMENTAL BOARDS? IF SO, WHICH BOARDS AND HOW LONG?
   No govt boards, but I'm currently on the Apalachicola Riverkeeper Board & the ANERR Friends of the Reserve Board.

5. HAVE YOU ATTENDED ANY CITY MEETINGS? IF SO, WHICH ONES?
   Yes - probably 1 city commision mtg every 2 months. Have also been to a Parks Committee & Tree Committee mtgs, and a half-dozen P+Z meetings.
6. WILL YOU BE ABLE TO CONTRIBUTE THE NECESSARY TIME TO PROPERLY RESEARCH ISSUES AND BE AVAILABLE TO ATTEND SCHEDULED MEETINGS?
   Yes

7. HAVE YOU READ AND/OR FAMILIAR WITH THE CITY’S LAND DEVELOPMENT CODE?
   I have read it

8. HAVE YOU READ AND/OR FAMILIAR WITH THE CITY’S COMPREHENSIVE PLAN?
   Yes - I have read it.

9. HAVE YOU READ AND/OR FAMILIAR WITH THE CITY’S HISTORIC GUIDELINES?
   Somewhat, I know where to access them if needed.

10. DO YOU HAVE ANY EXPERIENCE IN CONSTRUCTION, PLANNING, LAND USE, OR ARCHITECTURE? IF SO, HOW LONG?
    No direct experience.

11. IF APPOINTED, YOU WILL BE REQUIRED BY LAW TO FOLLOW THE SUNSHINE LAW. HAVE YOU READ AND/OR FAMILIAR WITH THE SUNSHINE LAW?
    Yes - I’m familiar with it. I worked for the Ford Gov't before retiring.

   [Signature]

   [Printed Name: Lynd C. Wilder]
APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: November 7, 2023

SUBJECT: 28 Avenue G – Floodplain Variance

AGENDA INFORMATION:
Agenda Location: New Business
Item Number: 2
Department: Building Department
Contact: Keisha Messer, Floodplain Administrator
Presenter: Bree Robinson/Dan Hartman

BRIEF SUMMARY:
Owners of 28 Avenue G are seeking a floodplain variance related to their elevation requirements. The Land Development Code allows for a variance for historic structures when recommended by a Floodplain Administrator and approved by the City Commission. 28 Avenue G is on the Historic Master Site File.

RECOMMENDED MOTION AND REQUESTED ACTIONS:
Approve a floodplain variance for 28 Avenue G on the basis that it is a historic structure and proposed work will not diminish the historic value.

FUNDING SOURCE: N/A

ATTACHMENTS: Floodplain Administrator recommendation, applicant cover letter, application, & scope of project.

STAFF’S COMMENTS AND RECOMMENDATIONS:
Approval
September 29, 2023

City of Apalachicola
ATTN: Floodplain Administrator

RE: Request for Administrative Floodplain Variance
28 Avenue G, Apalachicola, FL

To Whom It May Concern:

White Sands Investment Partners has applied for a FEMA variance for the building located at 28 Avenue G, Apalachicola. As you may be aware, the building suffered significant damage during a previous storm and is in need of repair. Our intentions are merely to replace the roof, windows, doors, MEP’s and finishes in accordance with Florida Building Code and in keeping with the building’s historical value. The elevation and overcall footprint of the building would not change.

Since it would not be prudent to spend significant time and expense engaging the services of the architect and engineer until it has been determined that we can proceed with plans to repair/renovate the building to its previous state, there are no architectural plans or detailed costs to provide for review. Should we be required to elevate the building to current FEMA elevation requirements, the overall design & engineering would be substantially different.

Therefore, please note that the attached Substantial Improvement Permit Application should not be considered for the purpose of obtaining a building permit at this time, but solely to comply with the building department’s request for same. The information provided on this application has been estimated based upon our generalized expectations. Our only goal at this time is to have the FEMA variance request considered based on the property’s historical structure classification. Accurate information and plans will be subsequently submitted for permit review once the variance has been considered and construction documents have been prepared.

Please let us know if you have any questions or concerns. Your assistance and consideration in this matter is greatly appreciated.

Sincerely,

[Signature]
Samantha Kilboorn
VP, Development
850-519-0575
October 13, 2023

Agenda Action Report
Prepared for the
Apalachicola City Commission

ITEM
Floodplain Variance #2023-002

INITIATED BY
Samantha Kilbourn, Vice President, Development
White Sands Investment Partners, LLC

SUBJECT
Variance Request from City of Apalachicola
Floodplain Regulations (Ordinance 2013-02)

PURPOSE
Variance from Section 107.4 of Ord. 2013-02 for
Substantial Improvement for Historical Structure

PROJECT LOCATION
28 Ave G, Apalachicola, FL 32320
BL G-1A Part of Lot 10
Parcel # 01-09S-08W-8330-00G1-0101
FIRM Panel # 12037C0526F

RECOMMENDATION
Approval of Variance Request
Section 107-187(LDC, art. XVI, § 2(107.4)) –
Proposed repair, improvement, or rehabilitation
will not preclude the building's continued
designation as an historic building and the
variance is the minimum necessary to preserve
the historic character and design of the building.

PRESENTED BY
Keisha Messer, CFM
Floodplain Administrator
Application for FEMA Variance - Historical Structure

GENERAL INFORMATION:

Property Owner Name/Address

WHITE SANDS INVESTMENT PARTNERS, LLC
161 COMMERCE ST.
APALACHICOLA, FL 32320

Agent or Representative Name/Address

SAMANTHA KILBOURN
161 COMMERCE ST.
APALACHICOLA, FL 32320

Phone (850) 519-0575
Email: SAMANTHA@WHITESANDSINVESTMENT.COM

Property Address, Legal Description, Parcel ID:

28 AVE. G, APALACHICOLA, FL 32320
BL G-1A PART OF LOT 1C / 01-09S-08W-8330-00G1-0101

Current Zoning:  C-4   Current Land Use: 001100/COMMERCIAL

Is the property part of a previously approved development proposal? ___Yes  ___X___No

If yes, provide the file/cess number(s) __________________

DETAILS OF THE REQUEST: (Add additional sheets if necessary)

THIS BUILDING IS IN NEED OF SUBSTANTIAL REPAIRS. IT IS LISTED AS A HISTORICAL STRUCTURE ON THE FLORIDA MASTER SITE FILE AND SHOULD NOT BE REQUIRED TO BE ELEVATED TO THE CURRENT BASE FLOOD ELEVATION REQUIREMENT. THEREFORE, AN ADMINISTRATIVE VARIANCE IS BEING REQUESTED PURSUANT TO SEC. 101-63(1) & (2) PRIOR TO ENGAGING DESIGN/ENGINEERING SERVICES AND APPLYING FOR THE NECESSARY BUILDING PERMITS.

Signature of Applicant/Authorized Agent and Date
FEMA VARIANCE APPLICATION

Applicants must acknowledge understanding of the following and initial each of the statements below. If you do not understand any of these, staff will explain them to you.

I understand that a non-conforming use or structure in a particular zoning district does not, in any way, provide justification for the granting of a variance. Furthermore, the existence of a permitted use or structure in adjacent districts does not constitute grounds for a variance.

On all variances, a majority vote is required. Action on this application by the Commission may be continued to a later meeting.

I understand that if variance is approved by the Commission, the applicant is required to obtain the appropriate building permits within 1 year from the date of the decision. If no permit is obtained within 1 year, the approval from the Commission becomes voided.

I understand that any person aggrieved by the final decision has the right to file a petition in Franklin County Circuit Court within 30 calendar days after the decision. Permits for construction may be granted prior to the expiration of this 30-day period, but an appeal will be revocation of the permit.

I understand that I, as the applicant, or my authorized representative must be present at all scheduled public meetings on the application.
I understand that, if a variance from Section 107.4 of Ordinance 2013-02 is approved, that:

1. The variance will not preclude the structure’s continued designation as a historic structure.
2. The variance is the minimum necessary to preserve the historic character and design of the original structure.

I have been notified in writing from the Community Official about the NFIP Flood insurance implications of variances.

*After acknowledgement of these conditions, please make sure your application is complete prior to submission. Incomplete applications will be returned to the applicant.*

Signature of Applicant/Authorized Agent and Date
SUBSTANTIAL IMPROVEMENT
PERMIT APPLICATION REVIEW

APALACHICOLA ZONING DEPARTMENT
192 Coach Wagner Blvd. Apalachicola, FL 32320
Phone: 850-653-9319 Fax: 850-653-2205
WWW.CITYOFAPALACHICOLA.COM

PERMIT

# ______________________

☑ Substantial Improvement ☐ Commercial ☐ Residential

DESCRIPTION OF DEVELOPMENT:

APPLICATION MUST BE COMPLETE:

Property Owner/s: WHITE SANDS INVESTMENT PARTNERS, LLC

Contact Information: Home #: 850-519-0575

Mailing Address: 161 Commerce St.

City/State/Zip: APALACHICOLA, FL

EMAIL Address: SAMANTHA@WHITESANDSINVESTMENT.COM

PROPERTY DESCRIPTION: 911 Address: 28 AVE. G, APALACHICOLA, FL 32320

Lot/s: 10 Block: 6-1A Subdivision: Unit: 

Parcel Identification #: 01-045-08W-8330-00C1-0101

FLOOD ZONE INFORMATION: EFFECTIVE DATE: February 5, 2014

 PANEL NUMBER: 526

FIRM ZONE/S: AE

BFE: 12'

☐ Requires V-Zone Certification ☐ Requires Elevation Certificates ☐ Requires Smart Vents ☐ Requires Breakaway Walls

Present Market Value of structure ONLY (market appraisal or adjusted) assessed value, BEFORE improvement, or if damaged (before the damage occurred), not including land value: $21,806-

Cost of Improvement- Actual Cost of the construction ** (See items to include/exclude)

** Include volunteer labor and donated supplies.**

$52,900-

RATIO=

Cost of Improvement (or Cost to Repair) X 100 Market Value

24% 

If ratio is 50% or greater (Substantial Improvement), entire structure including the existing building must be elevated to the base flood elevation (BFE) and all other aspects brought into compliance.

IMPORTANT NOTES:

1- Review cost estimates to ensure that all appropriate costs are included or excluded.

2- If a residential pre-FIRM building is determined to be substantially improved, it must be elevated to or above BFE. If a non-residential pre-FIRM building is substantially improved, it must be elevated or dry flood proofed to the BFE.

3- Proposals to repair damage from any cause must be analyzed using the formula shown above.

4- Any proposed improvements or repairs to a post-FIRM building must be evaluated to ensure that the improvements or repairs comply with floodplain management regulations and to ensure that the improvements or repairs do not alter any aspect of the building that would make it non-compliant.

5- Alterations to and repairs of designated historic structures may be granted a variance or be exempt under the substantial improvement definition provided the work will not preclude continued designation as a "historic structure."

6- Any costs associated with directly correcting health, sanitary, and safety code violations may be excluded from the cost of improvement. The violation must have been officially cited prior to submission of the permit application.

Determination Completed By: __________________________ Date: 9/26/23
## SUBSTANTIAL IMPROVEMENT/ DAMAGE

(Note: This list is intended for guidance only, and may not be all-inclusive)

### APALACHICOLA ZONING DEPARTMENT
192 Coach Wagner Blvd. Apalachicola, FL 32320
Phone: 850-653-9319 Fax: 850-653-2205
WWW.CITYOFAPALACHICOLA.COM

<table>
<thead>
<tr>
<th>ITEMS TO BE INCLUDED</th>
<th>COST:</th>
<th>EXCLUDED ITEMS</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Structural Elements Including:</td>
<td>$</td>
<td>Plans and Specifications</td>
</tr>
<tr>
<td>Spread or Continuous Foundation Footings &amp; Pilings</td>
<td>$</td>
<td>Survey Costs</td>
</tr>
<tr>
<td>Monolithic or Other Types of Concrete Slabs</td>
<td>$</td>
<td>Permit Fees</td>
</tr>
<tr>
<td>Bearing Walls, Tie Beams and Trusses</td>
<td>$</td>
<td>Debris Removal - (e.g. removal of debris from building or lot, dumpster rental, transport fees)</td>
</tr>
<tr>
<td>Wood or Reinforced Concrete Decking or Roofing</td>
<td>$20,000</td>
<td>to landfill and landfill tipping fees, and clean up (e.g. dirt and mud removal, building dry-out, etc.)</td>
</tr>
<tr>
<td>Doors and Ceilings</td>
<td>$3,000</td>
<td>Items not considered real property - Throwaway rugs, furniture, refrigerators, stoves that are not built in, etc.</td>
</tr>
<tr>
<td>Attached Decks and Porches</td>
<td>$</td>
<td>Outside Improvements Including - Landscaping, Sidewalks, Fences, Sheds, Yard Lights, Gazebos, Swimming Pools, Screened Pool Enclosures, Landscape</td>
</tr>
<tr>
<td>Interior Partition Walls</td>
<td>$2,700</td>
<td></td>
</tr>
<tr>
<td>Exterior Wall Finishes (e.g. Brick, Stucco or Siding) including Painting and Decorative Molding</td>
<td>$3,000</td>
<td></td>
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<tr>
<td>Windows and Doors</td>
<td>$3,000</td>
<td></td>
</tr>
<tr>
<td>Re-Shingling or Re-Tiling a Roof</td>
<td>$1,000</td>
<td></td>
</tr>
<tr>
<td>Hardware</td>
<td>$800</td>
<td></td>
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<tr>
<td>All Interior Finish Elements Including:</td>
<td>$</td>
<td></td>
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<tr>
<td>Tiling, Linoleum, Stone or Carpet Over Sub-Flooring</td>
<td>$1,000</td>
<td></td>
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<tr>
<td>Bathroom Tiling and Fixtures</td>
<td>$</td>
<td></td>
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<tr>
<td>Wall Finishes; Including Drywall, Painting, Stucco, Plaster, Paneling, Marble or Other Decorative Finishes</td>
<td>$3,000</td>
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<tr>
<td>Kitchen, Utility and Bathroom Cabinets</td>
<td>$</td>
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<tr>
<td>Built-In Bookcases, Cabinets and Furniture</td>
<td>$</td>
<td></td>
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<tr>
<td>HVAC Equipment</td>
<td>$4,000</td>
<td></td>
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<tr>
<td>Repair or Re-Construction of Plumbing and Electrical Services</td>
<td>$41,500</td>
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<tr>
<td>Light Fixtures and Ceiling Fans</td>
<td>$600</td>
<td></td>
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<tr>
<td>Security Systems</td>
<td>$</td>
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<tr>
<td>Built-In Kitchen Appliances</td>
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<td>Central Vacuum Systems</td>
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<tr>
<td>Water Filtration, Conditioning or Re-Circulation Systems</td>
<td>$</td>
<td></td>
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<tr>
<td>ALSO: Labor and Other Costs Associated With</td>
<td>$5,000</td>
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<tr>
<td>Demolition, Removing or Altering Building Components</td>
<td>$</td>
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<tr>
<td>Construction Management/Supervision</td>
<td>$7,500</td>
<td></td>
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<tr>
<td>Overhead and Profit</td>
<td>$</td>
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<tr>
<td>Equivalent Costs For: Donated Materials &amp; Volunteered Labor (owner included)</td>
<td>$</td>
<td></td>
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<tr>
<td>Any improvements beyond pre-damaged condition including: Utility System upgrades to current code requirements.</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>TOTAL COST OF IMPROVEMENTS:</td>
<td>$52,700</td>
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APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: November 7, 2023

SUBJECT: Lead Copper Rule Revision-Lead Line Inventory Award

AGENDA INFORMATION:

Agenda Location: New Business
Item Number: 3
Department: Drinking Water
Contact: Rhett Butler
Presenter: Travis Wade

BRIEF SUMMARY: The EPA has established a rule revision requiring drinking water systems to complete a lead service line inventory and replacement plan by October 15, 2024. Lisa Kelley and Dewberry recently assisted the City with FDEP’s required Lead/Copper sampling that was completed in September 2023, and has data related to the City’s inventory from that sampling. Dewberry is a continuing services contractor and the award can be made without using the competitive bid process in this case to expedite the project. Dewberry has submitted a Task Order for $48,000 to complete this project.

RECOMMENDED MOTION AND REQUESTED ACTIONS: Motion to award this project to Dewberry

FUNDING SOURCE: Drinking Water/State Revolving Loan w/principal forgiveness (49%)

ATTACHMENTS: Task Order

STAFF’S COMMENTS AND RECOMMENDATIONS:
PROPOSAL

CITY OF APALACHICOLA

LCRR Compliance; Phase 1 - Lead Service Line Inventory

SEPTEMBER 05, 2023

Dewberry

SUBMITTED BY
Dewberry Engineers Inc.
324 Marina Drive
Port St. Joe, FL 32456
Josh Baxley, P.E.
JBaxley@dewberry.com
(850) 354-5187

SUBMITTED TO
City of Apalachicola
Travis Wade, City Manager
192 Coach Wagoner Blvd
Apalachicola, FL 32320
1. Regulatory Background

EPA published the Lead and Copper Rule Revisions (LCRR) on January 15, 2021, and established a compliance date of **October 15, 2024**, for systems to develop an initial lead service line inventory and replacement plan.

> In its publication, EPA stated, “The impact of lead exposure, including through drinking water, is a public health issue of paramount importance and its adverse effects on children and the general population are serious and well known. For example, exposure to lead is known to present serious health risks to the brain and nervous system of children. Lead exposure causes damage to the brain and kidneys and can interfere with the production of red blood cells that carry oxygen to all parts of the body. Lead has acute and chronic impacts on the body.”

Through this rule revision, EPA established new requirements for water systems across the Nation. Some of the requirements include:

- **Lead Service Line (LSL) Inventory.** All water systems must develop an initial inventory by October 16, 2024, and submit it to the primacy agency. The inventory must include lines owned by the water system and the customer-owned portion of the line. Each service line must be categorized as either “Lead”, “Galvanized Requiring Replacement”, “Non-lead”, or “Lead Status Unknown”.
  - **LSL Inventory Updates.** Water systems with LSL must update the inventory either annually or triennially based on their lead tap sampling frequency.
  - **Publicly available.** The inventory must be publicly assessable. Systems serving more than 50,000 people must also make the inventory available online. Within 30 days of completing the initial inventory, systems must notify persons served by lead, GRR, and Lead status unknown lines.
  - **Continued tracking.** Systems must identify and track LSL material as they are encountered in the course of normal operations.

- **LSL Replacement plan.** The LSL replacement plan must be submitted to the State by October 16, 2024. The plan must replace annually at least 7% of the initial number of LSLs in the distribution system.
  - **Public Notice and filters.** For a LSL replacement, notice (including health effects) must be provided to those served by the affected line. Pitcher filter or point-of-use device must be provided before the replaced line is returned to service.
  - **Post LSL Replacement Sampling.** The system must offer to the consumer to take follow-up tap samples between 3-6 months after any full replacement and the results must be provided to the customer.

- **Routine Lead and Copper Sampling.** The system must revise the sampling pool locations to align with new sampling tiers and submit the plan for DEP approval at least 30 days prior to sampling. The system must provide customer education to ensure the new 5th liter sample collection procedures are followed.
City of Apalachicola Task Order  
Lead and Copper Rule Revision, Phase 1 - Lead Service Line Inventory

- **New trigger level.** The LCRR did not modify the existing lead action level (15 ppb) but established a 10 ppb "trigger level" which requires systems to initiate actions to decrease lead levels.
- **Communication.** The rule requires residents be informed of exceedances within 24 hours of receipt of the results.

- **Sampling Schools and Childcare Facilities.** 20% of elementary and middle schools and 20% of all childcare facilities must be sampled each year with a goal of reaching all facilities within 5 years.

2. **Project Understanding**

Dewberry’s scope of work is based on the City of Apalachicola’s request for LCRR Services for Phase 1 – Lead Service Line Inventory. Dewberry has an experienced team with the availability and technical aptitude to assist the City with complying with all LCRR requirements. The initial focus will be the preparation of the LSL inventory. Once the initial inventory is complete, Dewberry will provide a summary of recommended next steps.

The initial work includes:
- Project management including coordination and collaboration with the regulatory agencies
- Development of the initial LSL inventory
- Summary of recommended next steps

Potential additional services:
- Development of the lead service line replacement plan
- Revised Lead and Copper sampling plans
- Initial identification and sampling schedule for schools and childcare facilities
- Development of a customer education and outreach plan
- Strategies for funding assistance

3. **Scope of Work and Fee**

Dewberry proposes to provide the Lead Service Line Inventory for a **lump sum fee of $48,000.** The tasks to be performed to produce the inventory are described in the following table:

(see page 3)
# Lead Service Line Inventory

<table>
<thead>
<tr>
<th>STEPS</th>
<th>DESCRIPTION</th>
<th>COMPLETION DATE</th>
</tr>
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</table>
| Project Management     | - Kick-off meeting within 30 days of NTP  
- Monitor scope, schedule, and budget and monthly invoicing  
- Periodic meetings to discuss the project's progress and to obtain the City's input                                                                 | 11/1/2024       |
| Existing Data Review   | - Comprehensive data collection including items such as GIS data, procurement records, documentation of known service line materials, building permits, building code rules and records  
- Establish timeline of lead use within the service area  
- Facilitate virtual workshop to review data collection activities  
- Data collection includes the system and customer owned portions of all service lines in the distribution system                                                                 | 7/1/2024        |
| GAP Analysis           | - Perform desk-top evaluations for mapping and conduct a gap analysis (area where additional data may be needed)  
- Review risk criteria to prioritize additional service line investigations for reducing the number of “lead status unknown” and provide recommendations for future data collection  
- Coordinate with the regulatory agency to review state-specific requirements                                                                                                                   | 7/1/2024        |
| LSL Inventory          | - Using evidence-based methods, as required by the rule, the public and private service lines will be categorized as either Lead, Galvanized Requiring Replacement, Non-lead, or Lead Status Unknown  
- Include confidence scoring - Lines will be scored based upon a quantitative level of confidence using factors such as lead use timelines, known use of materials, materials used in adjacent areas, and building permit data  
- Review the draft inventory against the state checklist  
- Deliver final inventory that conforms to the State/Federal templates                                                                                                                          | 8/1/2024        |
| Summary Documentation  | - Summarize the LSL inventory approach and results in a memorandum  
- Describe the inventory’s compliance with the LCRR  
- Summary of recommendations for next steps required to meet the revised LCRR                                                                                                                                                   | 8/1/2024        |

"1. Lead Service Line Inventory” Lump Sum Fee $48,000
City of Apalachicola Task Order  
Lead and Copper Rule Revision, Phase 1 - Lead Service Line Inventory

If additional services are required, Dewberry will provide the City with a separate task order. Additional services may include future tasks such as the following:

<table>
<thead>
<tr>
<th>FUTURE TASKS</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. Lead Service Line Replacement Plan</td>
<td>• Using the information gained in the LSL Inventory, develop a replacement plan where at least 7% of the initial number of LSLs are replaced annually</td>
</tr>
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</table>
| 3. Revised Lead and Copper Sampling Plan          | • Prepare and submit a revised lead and copper sampling plan to the regulatory agency for approval prior to sampling  
• Revised plan to identify sites using the newly defined tiers and the results of the LSL inventory  
• Review and/or develop updated sampling protocol to ensure it meets the LCRR requirement |
| 4. Schools and Childcare facilities sampling plans| • Identify all schools and childcare facilities served by the water system  
• Develop LCRR compliant sampling plan where at least 20% of these institutions will be sampled annually to meet the goal of 100% sampling completed in 5-years |
| 5. Customer Education and Outreach compliance plans| • Notification materials for customers served by LSL, GRR, or lead status unknown (within 30 days after completing the initial inventory and then annually where applicable)  
• Notification materials for LSL replacements  
• Notification materials for routine sampling, exceedances, and trigger levels |
| 6. Funding Assistance                             | • Provide technical assistance for grant funding opportunities |

DEWBERRY  
324 Marina Drive  
Port St. Joe, FL 32456

By: [Signature]  
Name/Title: Josh Beley, P.E., Branch Manager

Witnessed: [Signature]  
Date: 9/12/15

CITY OF APALACHICOLA  
192 Coach Wagoner Blvd  
Apalachicola, FL 32330

By: [Signature]  
Name/Title: Travis Wade, City Manager

Witnessed: [Signature]  
Date: ___________________
APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: November 7, 2023

SUBJECT: Lead Service Line Inventory Funding

AGENDA INFORMATION:
Agenda Location: New Business
Item Number: 4
Department: Drinking Water
Contact: Rhett Butler
Presenter: Travis Wade

BRIEF SUMMARY: The EPA has established a rule revision requiring drinking water systems to complete a lead service line inventory and replacement plan by October 15, 2024. FDEP offers funding through the State Revolving Loan Fund (SRF) program for this project, with 49% principal forgiveness and a 0% interest rate on the balance of the loan. Principal forgiveness is used to reduce the size of a Clean Water or Drinking Water loan, thus reducing annual principal and interest payments. In this case, 49% of the loan amount will be forgiven. Documentation regarding the SRF program is attached, and the application must be submitted by November 9, 2023. The application has been completed and will be submitted upon approval by the Commission. Dewberry has quoted $48,000 to complete the inventory.

RECOMMENDED MOTION AND REQUESTED ACTIONS: Motion to Approve the submittal of the application

FUNDING SOURCE: Drinking Water

ATTACHMENTS: SRF with principal forgiveness information

STAFF’S COMMENTS AND RECOMMENDATIONS:
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF WATER RESTORATION ASSISTANCE

FINAL AGENCY ACTION:

State Revolving Fund (SRF) Program:  ) Notice ID#:  )
Management of the Fiscal Year 2023  ) FA-SRF-202307
Drinking Water Lead Service Line IUP & Project List  )

Notice of the public meeting for the Drinking Water Lead Service Line Funding Intended Use Plan (IUP) & Project List was published in the Florida Administrative Register, Volume 49, Number 119, on June 20, 2023.

On July 12, 2023, the Drinking Water State Revolving Fund (DWSRF) Program, under the Florida Department of Environmental Protection (FDEP), held a public meeting via a Microsoft Teams virtual meeting. Andrew Briscoe, Division of Water Restoration Assistance (DWRA), served as Moderator. Eric Meyers, Program Administrator of the DWSRF, presented and summarized the Department’s issues and staff recommendations on issues involving the drafting of the State Fiscal Year (FY) 2023 DWSRF Lead Service Line Replacement (LSLR) Intended Use Plan (IUP) and the management of the Project Priority List.

The IUP will be used to apply for the Federal Fiscal Year (FFY) 2022 Drinking Water LSLR Capitalization Grant authorized by the 2021 Bipartisan Infrastructure Law (BIL) from the United States Environmental Protection Agency (U.S. EPA). The DWSRF LSLR Project Priority List schedules projects to be financed with loans, and grants in the form of principal forgiveness loans from the State Revolving Fund (SRF). The program rules provide for certain list management activities, including but not limited to, removal of projects which have failed to meet document submittal deadlines as required by the rules, authorization of additional funds to projects already on the lists, and the addition of new projects to the lists.
After hearing each of these recommendations, the Moderator asked for public or staff comment. There was no discussion regarding the exhibits presented that changed staff recommendations. No issues were raised. This concluded business regarding management of the lists. The recommendations were approved and adopted.

The issues and recommendations and Project Priority List presented at the public meeting are attached to this Order as:

EXHIBIT A: For the 7/12/2023 Federal Fiscal Year (FFY) 2022-2023 DWSRF Lead Service Line Replacement Intended Use Plan (IUP) & Project Lists Meeting

This concluded the public meeting regarding management of the DWSRF priority lists.

A person whose substantial interests are affected by the Department's proposed agency action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57 of the Florida Statutes. The petition must contain the information set forth below and must be filed (received by the clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000.

Petitions by the applicants or any of the parties listed below must be filed within twenty-one days of receipt of this written notice. Petitions filed by any persons other than those entitled to written notice under Section 120.60(3) of the Florida Statutes must be filed within twenty-one days of publication of the notice or within twenty-one days of receipt of the written notice, whichever occurs first.

Under Section 120.60(3) of the Florida Statutes, however, any person who has asked the Department for notice of final agency action may file a petition within twenty-one days of receipt of such notice, regardless of the date of publication on the Department’s website.

The petitioner shall mail a copy of the petition to the applicant(s) at the address indicated at the end of this order at the time of filing. The failure of any person to file a petition within the appropriate
time-period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57 of the Florida Statutes, or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with rule 28-106.205 of the Florida Administrative Code.

A petition that disputes the material facts on which the Department's action is based must contain the following information:

a) The name, address, and telephone number of each petitioner, the Department’s notice identification number and the county in which the subject matter or activity is located.

b) A statement of how and when each petitioner received notice of the agency decision.

c) A statement of how each petitioner's substantial interests are affected by the Department action.

d) A statement of the material facts disputed by the petitioner, if any.

e) A statement of facts that the petitioner contends warrant reversal or modification of the Department action.

f) A statement of which rules or statutes the petitioner contends require reversal or modification of the Department action.

gh) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wants the Department to take.

A petition that does not dispute the material facts on which the Department's action is based shall state that no such facts are in dispute and otherwise shall contain the same information as set forth above, as required by Rule 28-106.301, F.A.C.

Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means that the Department's final action may be different from the position taken by it in this notice. Persons whose substantial interests will be affected by any such final decision of the
Department have the right to petition to become a party to the proceeding, in accordance with the requirements set forth above.

Mediation under Section 120.573 of the Florida Statutes is not available for this proceeding. This action is final and effective on the date filed with the Agency Clerk unless a petition is filed in accordance with the above. Upon the timely filing of a petition this action will not be effective until further action of the Department.

Any party to the order has the right to seek judicial review of it under Section 120.68 of the Florida Statutes, by the filing of a notice of appeal under rule 9.110 of the Florida Rules of Appellate Procedure with the Clerk of the Department in the Office of General Counsel, Mail Station 35, 3900 Commonwealth Boulevard, Tallahassee, Florida, 32399-3000, and by filing a copy of the notice of appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice of appeal must be filed within 30 days after this order is filed with the Clerk of the Department.

DONE AND RECORDED on this 12th day of October 2023, in Tallahassee, Florida.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

[Signature]
Digitally signed by Angela Knecht
Date: 2023.10.12 11:27:52 -04'00'

Angela Knecht, Director
Division of Water Restoration Assistance
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000
Phone 850-245-2998

FILED ON THIS DATE PURSUANT TO § 120.52,
FLORIDA STATUTES, WITH THE DESIGNATED
DEPARTMENT CLERK, RECEIPT OF WHICH IS
HEREBY ACKNOWLEDGED.
Notification of actions taken were sent by electronic mail to the affected parties listed in Exhibit B.
EXHIBIT A: For the 7/12/2023 Federal Fiscal Year (FFY) 2022-2023 DWSRF Lead Service Line Replacement Intended Use Plan (IUP) & Project Lists Meeting

**FFY 2022-2023 DRINKING WATER PROJECT LIST ADOPTION FOR DRINKING WATER STATE REVOLVING FUND (DWSRF) LEAD SERVICE LINE BIPARTISAN INFRASTRUCTURE LAW (BIL) FUNDING**

1) The Bipartisan Infrastructure Law (BIL) was signed on November 15, 2021. The BIL provided nearly $15 billion over 5 years through the DWSRFs for lead service line (LSL) identification and replacement. In FFY 2022-2023 (FFY22) Florida’s allotment of the BIL’s LSL Funding was $111,601,000.

2) To receive BIL funding, states must submit an Intended Use Plan (IUP) to EPA. Section 1452(b) of the SDWA require the states to prepare a plan identifying the intended uses of the funds in the State Revolving Fund (SRF) and describe how those uses support the goals of the SRF.

a. The BIL requires states to provide 49% of this capitalization grant amount as additional subsidization (i.e., principal forgiveness). In order to achieve this, Florida DWSRF has determined in accordance with 62-552.300(8), Florida Administrative Code (F.A.C.), that an exception to Rules 62-552.300(1)(b), 62-552.300(1)(d), 62-552.300(2), 62-552.300(4)(e), 62-552.300(4)(j), 62-552.300(6), 62-552.500, 62-552.680, 62-552.700(2), 62-552.700(3), and 62-552.700(4), F.A.C., shall be granted to projects receiving this funding and this funding only (does not apply to base and general supplemental cap grants). This exception meets the intent of Congress that communities needing to identify and replace LSLs will receive this funding 49% subsidized with a 51% loan component.

b. In addition, states must direct at least 49% of these funds to disadvantaged communities or public water systems meeting the state defined definition. The state definitions for disadvantage community include:

   i. A financially disadvantaged community means a municipality, county or agency (such as a county-wide department) thereof, franchised area, or other entity with a defined public water system service jurisdiction having a median household income of less than the statewide average.

   ii. A small community means a municipality or unincorporated community or other identifiable entity with a total service area population of less than 10,000.

   iii. Additionally, Chapter 62-552.300(2)(e) allows for a financially disadvantaged community with a service area population of 10,000 persons or greater is eligible for 20% principal forgiveness for a construction loan if dollars are available after funding all eligible financially disadvantaged small communities.
iv. By using the Climate & Economic Justice Screening Tool (CEJST) to identify pockets of disadvantaged areas within larger communities, the SRF can then provide subsidy. This allows for the larger communities to qualify for subsidization as the economic, social, and environmental, and public health benefits exceed the costs of the inventory and replacement.

3) New project requests on Tier 3 have been certified by staff as ready-to-proceed and are eligible for listing on the fundable portion of the priority list. There is an estimated $54,684,490 in Principal Forgiveness (PF) funds available from the BIL LSL, all of which is available at this meeting.

These new projects are:

<table>
<thead>
<tr>
<th>PROJECT SPONSOR</th>
<th>PRIORITY SCORE</th>
<th>PROJECT NUMBER</th>
<th>LOAN TYPE</th>
<th>LISTING AMOUNT</th>
<th>PRINCIPAL FORGIVENESS</th>
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<tr>
<td>City of Gretna</td>
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<td><strong>$115,366,751</strong></td>
<td><strong>$56,529,708</strong></td>
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Staff recommends adding these projects to Tier 3 of the fundable portion of the SFY 2022-2023 priority list as a Use of Funds to the IUP for the FFY 2022-2023 DWSRF LSL BIL Funding.

4) New project requests on the waiting portion have been certified by staff as ready-to-proceed are eligible for listing on the fundable portion of the priority list. These projects will be elevated to the fundable portion of the priority list during the next IUP workshop and priority list meeting.

These projects are:

<table>
<thead>
<tr>
<th>PROJECT SPONSOR</th>
<th>PRIORITY SCORE</th>
<th>PROJECT NUMBER</th>
<th>LOAN TYPE</th>
<th>LISTING AMOUNT</th>
<th>PRINCIPAL FORGIVENESS</th>
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</thead>
<tbody>
<tr>
<td>City of Miami Beach</td>
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5) Other Business

a. Loan applications are due to DWSRF by November 9, 2023.

b. Projects that do not progress expeditiously through the process are subject to bypass by using the DWSRF bypass procedure.

c. Projects on the waiting list will be funded in the order of the priority score, with priority given to projects with the highest priority ranking. Projects will be funded until funds are exhausted. Remaining projects will continue to remain on the waiting list until additional funding is available for BIL LSL.

d. As projects progress towards the need for construction/replacement funding additional modifications to the state definition of disadvantaged communities and the principal forgiveness eligibility and percentage allotted to Sponsors may be made to meet the BIL LSL requirement of 49%.

e. One Request for Inclusion was submitted and after consultation with the Sponsor it was determined that until a lead service line inventory and plans and specifications were submitted to and approved by DWSRF, the project would not be listed for construction/replacement funds.

f. Request for Inclusions received after June 30, 2023 have been reviewed and if further information is needed a project manager will reach out to the Sponsor.
6) Summary of the Source and Use of Funds Obligated at This Meeting:

<table>
<thead>
<tr>
<th>SOURCE AND USE OF FUNDS</th>
<th>AMOUNT</th>
<th>PRINCIPAL FORGIVENESS</th>
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<td>FEDERAL FUNDS</td>
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<td>EPA FFY2022 DWSRF BIL LSLR Capitalization Grant</td>
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<td>STATE FUNDS</td>
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<td>SFY 2022-2023 Matching Funds Appropriated by the FL Legislature</td>
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<td>Deobligated Loan Funds</td>
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<tr>
<td>Recaptured Funds from Unused Previously Encumbered Money</td>
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<tr>
<td>Total Available Funds</td>
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Total New Projects (Issue 4) | $115,366,751 | $56,529,708 |
Grand Total for Projects This Meeting* | ($3,765,751) | ($1,845,218) |

*Please note that this amount is subject to change based on unobligated and recovered funds during the fiscal year.

- END -
<table>
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<tr>
<th>TIER</th>
<th>PRIORITY</th>
<th>APPLICANT/PROJECT NUMBER</th>
<th>POPULATION</th>
<th>MEDIAN HOUSEHOLD INCOME</th>
<th>PUBLIC WATER SYSTEM IDENTIFICATION NUMBER</th>
<th>PROJECT TYPE</th>
<th>PROJECT DESCRIPTION</th>
<th>ADOPTION DATE</th>
<th>FEDERAL APPROPRIATION</th>
<th>AUTHORIZED LOAN AMOUNT</th>
<th>PRINCIPAL FORGIVENESS AMOUNT</th>
<th>AMOUNT TO BE REPAID</th>
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<td>$1,646</td>
<td>$1,714</td>
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## ATTACHMENT 2: LEAD SERVICE LINE REPLACEMENT PROJECT PRIORITY LIST AND COMPREHENSIVE LIST

<table>
<thead>
<tr>
<th>TIER</th>
<th>PRIORITY SCORE</th>
<th>APPLICANT/PROJECT NUMBER</th>
<th>POPULATION</th>
<th>MEDIAN HOUSEHOLD INCOME</th>
<th>PUBLIC WATER SYSTEM IDENTIFICATION NUMBER</th>
<th>PROJECT TYPE</th>
<th>PROJECT DESCRIPTION</th>
<th>ADOPTION DATE</th>
<th>FEDERAL APPROPRIATION</th>
<th>AUTHORIZED LOAN AMOUNT</th>
<th>PRINCIPAL FORGIVENESS AMOUNT</th>
<th>AMOUNT TO BE REPAID</th>
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<td>PUBLIC WATER SYSTEM IDENTIFICATION NUMBER</td>
<td>PROJECT TYPE</td>
<td>PROJECT DESCRIPTION</td>
<td>ADOPTION DATE</td>
<td>FEDERAL APPROPRIATION</td>
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<td>AMOUNT TO BE REPAID</td>
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**TOTAL AWARDED SEGMENTS:**

- $1,366,751
- $56,529,708
- $58,837,043

**TOTAL UNAWARDED SEGMENTS:**

- 
- 
- 

**TOTALS:**

- $1,366,751
- $56,529,708
- $58,837,043
## ATTACHMENT 2: LEAD SERVICE LINE REPLACEMENT PROJECT PRIORITY WAITING LIST AND COMPREHENSIVE LIST

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**TOTAL AWARDED SEGMENTS:** $27,121,132 | $13,289,355 | $13,831,777

**TOTAL UNAWARDED SEGMENTS:**

**TOTALS:** $27,121,132 | $13,289,355 | $13,831,777
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<th>Contact Name</th>
<th>Project Sponsor</th>
<th>Contact Title</th>
<th>Email Address</th>
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<tr>
<td>Antonio Jefferson</td>
<td>Gretna</td>
<td>City Manager</td>
<td><a href="mailto:ajefferson@mygretna.com">ajefferson@mygretna.com</a></td>
</tr>
<tr>
<td>Margaret Riley</td>
<td>Wausau</td>
<td>Town Clerk</td>
<td><a href="mailto:townofwausau@bellouth.net">townofwausau@bellouth.net</a></td>
</tr>
<tr>
<td>Ricky Callahan</td>
<td>Bonifay</td>
<td>City Clerk</td>
<td><a href="mailto:rcallahan@cityofbonifay.com">rcallahan@cityofbonifay.com</a></td>
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<tr>
<td>Eric Seib</td>
<td>Jay</td>
<td>Town Manager</td>
<td><a href="mailto:ricseib@sbcglobal.net">ricseib@sbcglobal.net</a></td>
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<tr>
<td>Robin Hatcher</td>
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<td>City Manager</td>
<td><a href="mailto:cityofbristol@fairpoint.net">cityofbristol@fairpoint.net</a></td>
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<tr>
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<td><a href="mailto:cityofs.marks@comcast.net">cityofs.marks@comcast.net</a></td>
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<td><a href="mailto:wlong@mariannacity.com">wlong@mariannacity.com</a></td>
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<tr>
<td>Paul Johnson</td>
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<td><a href="mailto:ihwater@fairpoint.net">ihwater@fairpoint.net</a></td>
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<td>Julie Wilkins</td>
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<td><a href="mailto:juliewilkins@cityoflabelle.com">juliewilkins@cityoflabelle.com</a></td>
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<td><a href="mailto:ecarsten@arcadia-fl.gov">ecarsten@arcadia-fl.gov</a></td>
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<td>Havana</td>
<td>Town Manager</td>
<td><a href="mailto:mgreene@townofhavana.com">mgreene@townofhavana.com</a></td>
</tr>
<tr>
<td>Traci Hall</td>
<td>Blountstown</td>
<td>City Manager</td>
<td><a href="mailto:thall@blountstown.org">thall@blountstown.org</a></td>
</tr>
<tr>
<td>Russell A. (Drew) Mullins</td>
<td>Starke</td>
<td>City Manager</td>
<td><a href="mailto:dmullins@cityofstarke.org">dmullins@cityofstarke.org</a></td>
</tr>
<tr>
<td>Robert Presnell</td>
<td>Chattanooga</td>
<td>City Manager</td>
<td><a href="mailto:rpresnell@chauffeurchestllfl.gov">rpresnell@chauffeurchestllfl.gov</a></td>
</tr>
<tr>
<td>Sean O'Keefe</td>
<td>Howie-in-the-Hills</td>
<td>Town Manager</td>
<td><a href="mailto:sokeefe@mikey.org">sokeefe@mikey.org</a></td>
</tr>
<tr>
<td>Ryan Gordon</td>
<td>Leesburg</td>
<td>Public Works Deputy Director</td>
<td><a href="mailto:ryan.gordon@leesburgflorida.gov">ryan.gordon@leesburgflorida.gov</a></td>
</tr>
<tr>
<td>Paul Larino</td>
<td>Montverde</td>
<td>Town Manager</td>
<td><a href="mailto:pmontverde@cityofmontverde.com">pmontverde@cityofmontverde.com</a></td>
</tr>
<tr>
<td>Ralph L. Hammond</td>
<td>Springfield</td>
<td>Mayor</td>
<td><a href="mailto:rhammond@springfield.fl.gov">rhammond@springfield.fl.gov</a></td>
</tr>
<tr>
<td>Michael Barker</td>
<td>DeFuniak Springs</td>
<td>City Manager</td>
<td><a href="mailto:cmichaelbarker@gmail.com">cmichaelbarker@gmail.com</a></td>
</tr>
<tr>
<td>James A. Anderson</td>
<td>Port St. Joe</td>
<td>City Manager</td>
<td><a href="mailto:janderson@psjl.gov">janderson@psjl.gov</a></td>
</tr>
<tr>
<td>Migdalia Hernandez</td>
<td>Orange City</td>
<td>Public Works Director</td>
<td><a href="mailto:mhernandez@eurostarngcity.com">mhernandez@eurostarngcity.com</a></td>
</tr>
<tr>
<td>Gay Lancaster</td>
<td>Belleair</td>
<td>Town Manager</td>
<td><a href="mailto:glancaster@townofbelleair.com">glancaster@townofbelleair.com</a></td>
</tr>
<tr>
<td>Damon Gammons</td>
<td>Lake Clarke Shores</td>
<td>Utilities Director</td>
<td><a href="mailto:dmgammons@lakeclarke.org">dmgammons@lakeclarke.org</a></td>
</tr>
<tr>
<td>Larry Walker</td>
<td>Mascotte</td>
<td>Utilities Director</td>
<td><a href="mailto:larrywalker@cityofmascotte.com">larrywalker@cityofmascotte.com</a></td>
</tr>
<tr>
<td>Robert Simpson</td>
<td>Palmetto</td>
<td>Utility Manager</td>
<td><a href="mailto:rsimpson@palmettofl.gov">rsimpson@palmettofl.gov</a></td>
</tr>
<tr>
<td>Sam Heady</td>
<td>Lake Worth Beach</td>
<td>Water Utilities Director</td>
<td><a href="mailto:sheady@lakeworthbeachfl.gov">sheady@lakeworthbeachfl.gov</a></td>
</tr>
<tr>
<td>Mark Queenen</td>
<td>Panama City</td>
<td>City Manager</td>
<td><a href="mailto:mqueenen@pcgov.org">mqueenen@pcgov.org</a></td>
</tr>
<tr>
<td>Steve Shafer</td>
<td>Tallahassee</td>
<td>General Manager</td>
<td><a href="mailto:sshafer@talgov.com">sshafer@talgov.com</a></td>
</tr>
<tr>
<td>Jovani Charres</td>
<td>Casselberry</td>
<td>Utility Engineering</td>
<td><a href="mailto:jcharres@casselberry.org">jcharres@casselberry.org</a></td>
</tr>
<tr>
<td>Sarah Malone</td>
<td>Lakeland</td>
<td>Compliance Manager</td>
<td><a href="mailto:sarah.malone@lakelandgov.net">sarah.malone@lakelandgov.net</a></td>
</tr>
<tr>
<td>Mark Robertson</td>
<td>Emerald Coast Utilities Authority</td>
<td>Senior Project Engineer</td>
<td><a href="mailto:mrobertson@emeraldcoastutilities.org">mrobertson@emeraldcoastutilities.org</a></td>
</tr>
<tr>
<td>Jennifer McCrory</td>
<td>Gainesville Regional Utilities</td>
<td>Supervising Utility Engineering</td>
<td><a href="mailto:jmccrory@gru.com">jmccrory@gru.com</a></td>
</tr>
<tr>
<td>Peter Kuenen</td>
<td>Stuart</td>
<td>Utilities &amp; Engineering Director</td>
<td><a href="mailto:pkuenen@c-stuart.fl.us">pkuenen@c-stuart.fl.us</a></td>
</tr>
<tr>
<td>Tamara Richardson</td>
<td>Polk County</td>
<td>Utility Director</td>
<td><a href="mailto:TamaraRichardson@polk-county.net">TamaraRichardson@polk-county.net</a></td>
</tr>
<tr>
<td>Leslie Porter</td>
<td>Dade City</td>
<td>City Manager</td>
<td><a href="mailto:lspporter@dadecityfl.gov">lspporter@dadecityfl.gov</a></td>
</tr>
<tr>
<td>Kenneth Tripp</td>
<td>Edgewater</td>
<td>Utility Division Manager</td>
<td><a href="mailto:ktripp@cityofedgewater.org">ktripp@cityofedgewater.org</a></td>
</tr>
<tr>
<td>Wilhelmina Montero</td>
<td>Hollywood</td>
<td>Senior Project Manager</td>
<td><a href="mailto:wmontener@hollywoodfl.org">wmontener@hollywoodfl.org</a></td>
</tr>
<tr>
<td>Sarah Kirkland</td>
<td>Lake Wales</td>
<td>Utilities Director</td>
<td><a href="mailto:skirkland@lakewafl.gov">skirkland@lakewafl.gov</a></td>
</tr>
<tr>
<td>Frances G. Morris</td>
<td>Miami-Dade County</td>
<td>Chief Financial Officer</td>
<td><a href="mailto:Frances.Morris@miamidade.gov">Frances.Morris@miamidade.gov</a></td>
</tr>
<tr>
<td>Krystal Dobkins</td>
<td>City of Miami Beach</td>
<td>Financial Analyst II</td>
<td><a href="mailto:krystaldobkins@miamibeachfl.gov">krystaldobkins@miamibeachfl.gov</a></td>
</tr>
<tr>
<td>James Ailes</td>
<td>Deland</td>
<td>Deputy Public Services/Utilities Director</td>
<td><a href="mailto:jaijel@deland.org">jaijel@deland.org</a></td>
</tr>
<tr>
<td>Nina Cuddy</td>
<td>Pinellas County</td>
<td>Water Quality Division Director</td>
<td><a href="mailto:njcuddy@pinellas.gov">njcuddy@pinellas.gov</a></td>
</tr>
<tr>
<td>Mark Martin</td>
<td>Freeport</td>
<td>City Manager</td>
<td>freeporg@<a href="mailto:citymanager@freeporgflorida.gov">citymanager@freeporgflorida.gov</a></td>
</tr>
<tr>
<td>Kelsey Katro</td>
<td>Ocoee</td>
<td>Utilities GIS Analyst</td>
<td><a href="mailto:kkatro@ocoee.org">kkatro@ocoee.org</a></td>
</tr>
<tr>
<td>Jon Thomas</td>
<td>City of Winter Park</td>
<td>Utilities Director</td>
<td><a href="mailto:jon@cityofwinterpark.org">jon@cityofwinterpark.org</a></td>
</tr>
<tr>
<td>Evan Filchowski</td>
<td>Manatee County</td>
<td>Utilities Director</td>
<td><a href="mailto:evan.filchowski@mymanatee.org">evan.filchowski@mymanatee.org</a></td>
</tr>
<tr>
<td>Kim Ornborg</td>
<td>Seminole County</td>
<td>Environmental Services Department Director</td>
<td><a href="mailto:kornberg@seminolecountyfl.gov">kornberg@seminolecountyfl.gov</a></td>
</tr>
<tr>
<td>Jade Greene</td>
<td>Palm Beach County</td>
<td>Business and Community Agreements Manager</td>
<td><a href="mailto:jadegreene@pbcwater.com">jadegreene@pbcwater.com</a></td>
</tr>
<tr>
<td>Mohammad AlBassam</td>
<td>Coconut Creek</td>
<td>Engineer II</td>
<td><a href="mailto:mabassam@coconuttreek.net">mabassam@coconuttreek.net</a></td>
</tr>
<tr>
<td>Heather Webber</td>
<td>Clay County Utility Authority</td>
<td>Environmental Compliance Manager</td>
<td><a href="mailto:hwebber@clayutility.org">hwebber@clayutility.org</a></td>
</tr>
<tr>
<td>Mike Hein</td>
<td>Groveland</td>
<td>City Manager</td>
<td><a href="mailto:michael.hein@groveland-fl.gov">michael.hein@groveland-fl.gov</a></td>
</tr>
<tr>
<td>Brooke Bailey</td>
<td>Sarasota County</td>
<td>Water Division Manager</td>
<td><a href="mailto:brbailey@srgov.net">brbailey@srgov.net</a></td>
</tr>
<tr>
<td>Samantha Abell</td>
<td>Gulf Breeze</td>
<td>City Manager</td>
<td><a href="mailto:samabell@gulfbreezefl.gov">samabell@gulfbreezefl.gov</a></td>
</tr>
<tr>
<td>Thomas Greene</td>
<td>St. Petersburg</td>
<td>Assistant City Administrator</td>
<td><a href="mailto:tgreen@stpete.com">tgreen@stpete.com</a></td>
</tr>
</tbody>
</table>
APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: November 7, 2023

SUBJECT: Vacuum Station Pump Expenditure Approval

AGENDA INFORMATION:

Agenda Location: New Business
Item Number: 5
Department: Sewer
Contact: Rhett Butler
Presenter: Travis Wade

BRIEF SUMMARY: On October 3, 2023 a vacuum pump at the 9th Street Vacuum Station failed. The station has four (4) pumps and requires all to be operable to provide enough vacuum to operate the system properly. I approved the expenditure request of $16,000 as an emergency expenditure on that day to prevent failure of the system. However, the final cost, which included labor and delivery, totaled $17,750.00. The expenditure was a sole-source exception to the purchasing policy due to the exchange of a Flo-Vac pump with another Flo-Vac pump.

RECOMMENDED MOTION AND REQUESTED ACTIONS: Motion to Approve the emergency expenditure of $17,750.00

FUNDING SOURCE: Sewer

ATTACHMENTS: Copies of the check, invoice, purchase order, and sole source documentation

STAFF’S COMMENTS AND RECOMMENDATIONS: Approve
CITY OF APALACHICOLA
DRINKING WATER / WASTEWATER
152 COACH WAGONER BLVD.
APALACHICOLA, FL 32320

PAY TO THE ORDER OF FLOVAC AMERICAS

17,750.00

Seventeen thousand seven hundred fifty and 00/100 DOLLARS

FLOVAC AMERICAS
15 Utility Dr.
Suite A
Palm Coast, FL 32137

MEMO

---

CITY OF APALACHICOLA DRINKING WATER / WASTEWATER

<table>
<thead>
<tr>
<th>Date</th>
<th>Type</th>
<th>Reference</th>
<th>Original Amount</th>
<th>Balance Due</th>
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<tbody>
<tr>
<td>10/24/2023</td>
<td>Bill</td>
<td>INV-0772</td>
<td>17,750.00</td>
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CITY OF APALACHICOLA DRINKING WATER / WASTEWATER

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<tr>
<th>Date</th>
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<td>17,750.00</td>
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---

W & S Revenue- 6701

17,750.00
PAYMENT ADVICE

To: 15 Utility Dr, Suite A
Palm Coast, FL 32137
(386) 319-0350
www.flovac.com

<table>
<thead>
<tr>
<th>Customer</th>
<th>City of Apalachicola</th>
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<tbody>
<tr>
<td>Invoice Number</td>
<td>INV-0772</td>
</tr>
<tr>
<td>Amount Due</td>
<td>$17,750.00</td>
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<tr>
<td>Due Date</td>
<td>Nov 9, 2023</td>
</tr>
<tr>
<td>Amount Enclosed</td>
<td>[Enter the amount you are paying above]</td>
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Payment Authorization

Date: 10/24/23
Fund: Water
City Manager:
Finance Director:
Prepared by:
**INVOICE**

City of Apalachicola  
192 Coach Wagoner Blvd  
APALACHICOLA FL 32320  
USA

<table>
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<tr>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Tax</th>
<th>Amount USD</th>
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<td>630 Pump Exchange</td>
<td></td>
<td>1.00</td>
<td>16,000.00</td>
<td>Tax Exempt</td>
<td>16,000.00</td>
</tr>
<tr>
<td>Labor and delivery</td>
<td></td>
<td>1.00</td>
<td>1,750.00</td>
<td>Tax Exempt</td>
<td>1,750.00</td>
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<tr>
<td><strong>Rush delivery.</strong></td>
<td>Remove and replace the exchange vacuum pump. Old pump was locked up due to inlet valve damage.</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>17,750.00</td>
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<tr>
<td><strong>TOTAL TAX</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0.00</td>
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<tr>
<td><strong>TOTAL USD</strong></td>
<td></td>
<td></td>
<td></td>
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<td>17,750.00</td>
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Due Date: Nov 9, 2023
Send Wires to:  
FLOVAC, INC  
BANK OF AMERICA  
BA-153-01-01, 2 Old Kings Rd., North  
Palm Coast, FL 32137  
ACCOUNT#: 898069671530  
ABA/ROUTING#: 026009593

*WARNING!: WIRE FRAUD ADVISORY: Wire fraud and email hacking/phishing attacks are on the increase! ... Instead, call your account rep, using the previously known contact information and NOT information provided in the email, to verify the information prior to sending funds.*

Send Checks to:  
15 Utility Dr, Suite A  
Palm Coast, FL 32137

[Credit cards accepted]

[View and pay online now]
**CITY OF APALACHICOLA**  
192 COACH WAGONER BLVD.  
APALACHICOLA, FLORIDA 32320  
Tax Exempt #85-8012595866C-3

<table>
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<tbody>
<tr>
<td>NUMBER</td>
</tr>
<tr>
<td>DATE</td>
</tr>
<tr>
<td>PHONE #</td>
</tr>
<tr>
<td>CONFIRM #</td>
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<tr>
<td>REQUEST BY</td>
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</table>

<table>
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<tr>
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<th>DESCRIPTION</th>
<th>PRICE</th>
<th>AMOUNT</th>
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<tbody>
<tr>
<td></td>
<td>Vac Pump #1</td>
<td></td>
<td>16,000.00</td>
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**Allocation**

- Admin
- City Hall
- Street
- Public Works
- Police
- Fire
- Library
- Recreation
- Water
- Sewer

**Scipio Creek**  
**Battery Park**  
**Other**

Authorized By: [Signature]
EXHIBIT A (Page 1 of 2)

Sole Source Form

Estimated Costs: $17,750.00
Supplier: Flo Vac Americas

TYPE OF PROCUREMENT: (Select one)
Sole Source: X
A situation where only one supplier/source is capable of supplying the required commodity or service.
The City of Apalachicola engages and requires written justification of sole source purchases.

SOLE SOURCE JUSTIFICATION GUIDELINES

City Staff are responsible for providing and certifying as accurate and complete necessary data to support their
recommendation for other than full and open competition. The justification must demonstrate that only one
company can perform or supply the goods or services. The following are examples of explanations for a Sole
Source Justifications (SSJ):

a) Compatibility to a City Standard or Existing Environment.
b) Licensed or Patented Applications.
c) Authorized Service Provider for Repair and Warranty Services.
d) The supplies/services to be acquired are unique.

** IMPORTANT **

- Statements that a supplier has the best capability or offers the lowest price are not bases for an SSJ.
  Such determinations can only be made through full and open competitive processes.

- Rationale that the recommended source is the most highly qualified to perform but does not establish
  why other sources cannot perform is not acceptable.

- Incumbency does not justify an SSJ.

- Administrative delay or lack of adequate advanced planning resulting in urgency does not justify an
  SSJ.

- All (SSJ) sole source justification documentation must be attached to all purchase orders.

- In the event of a non-competitive procurement consistent with 2 CFR 200.320(c) the City must obtain
  written approval from the Florida Department of Economic Opportunity to award a contract over
  $25,000.00.
**EXHIBIT A (Page 2 of 2)**

**JUSTIFICATION: (Select one)**

- Compatibility to a City Standard or Existing Environment. *(List the suppliers who were contacted below and the specific reasons why each was not a viable source).*
  - 
  - 

- Licensed or Patented Applications. *(List the qualifications that each source or items meet. If another supplier offers a similar item, provide the item identification, supplier information and comparable pricing)*
  - 
  - 

- Authorized Service Provider for Repair or Warranty Services. *(The selected supplier is the only listed and authorized provider of this item or service. List the reasons why no substitute item can be used and if no similar item or service is available).*
  - 

- The supplies/services to be acquired are unique. *(The selected supplier is specialized for the required need of the City. List the reason(s) why this supplier is unique or specialized.*

  This was a direct exchange of one FloVac pump for another FloVac pump.

**DESCRIPTION & REASONABLENESS OF PRICE: (Provide written explanation, technical reasoning and/or evidence of the claim)**

Each of the vendors contacted advised that they would be securing the product(s) (pumps) from AAG Electric Motors and Pumps, Inc. Staff chose to negotiate directly with AAG to save money. Additionally, AAG has been the provider to service the City's pumps and electric motors that are currently being replaced because they have the proper equipment and knowledge of the WWTP's equipment.

I certify that statements checked, and information provided above, are complete and correct to the best of my knowledge. I understand that the processing of this sole source justification precludes the use of full and open competition.

**DEPARTMENT SIGNATURES**

<table>
<thead>
<tr>
<th>Department Employee: ___________________________</th>
<th>Department: ___________________________</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Employee requesting goods or services)</td>
<td>Print</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Department Employee: ___________________________</th>
<th>Date: ___________________________</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Department Director Signature: ___________________________</th>
<th>Date: 10-10-23</th>
</tr>
</thead>
</table>

**Department Director Name (Printed):** Travis Wade

**The Department Director signature is required**
APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: November 7, 2023

SUBJECT: Statewide Mutual Aid Agreement and Resolution 2023-08

AGENDA INFORMATION:
Agenda Location: New Business
Item Number: 6
Department: Administration
Contact: Travis Wade
Presenter: Travis Wade

BRIEF SUMMARY: The City’s annual Statewide Mutual Aid Agreement and Resolution 2023-08, between the City and Florida Division of Emergency Management is due for approval.

RECOMMENDED MOTION AND REQUESTED ACTIONS: Motion to Approve

FUNDING SOURCE: N/A

ATTACHMENTS: Statewide Mutual Aid Agreement and Resolution

STAFF’S COMMENTS AND RECOMMENDATIONS:
STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis, Governor
Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT - 2023

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management ("the Division") and the local government ("Participating Party") signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

This Agreement is based on the existence of the following conditions:

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

B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.

C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.

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

E. Pursuant to chapter 252.32, Florida Statutes, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.

F. Pursuant to chapter 252, Florida Statutes, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

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

ARTICLE I: DEFINITIONS

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

A. The "Agreement" is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement ("SMAA").
B. The "Division" is the Florida Division of Emergency Management.

C. A "Requesting Party" to this Agreement is a Participating Party who requests assistance under this agreement.

D. An "Assisting Party" to this Agreement is a Participating Party who provides assistance to a Requesting Party under this agreement.

E. The "Period of Assistance" is the time during which an Assisting Party renders assistance to a Requesting Party under this agreement and includes the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return to their place of origin.

F. A "Mission" is a documented emergency response activity performed during a Period of Assistance, usually in reference to one operational function or activity.

G. A "local government" is any educational district, special district, or any entity that is a "local governmental entity" within the meaning of section 11.45(1)(g), Florida Statutes.

H. An "educational district" is any school district within the meaning of section 1001.30, Florida Statutes, and any Florida College System Institution or State University within the meaning of section 1000.21, Florida Statutes.

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

J. A "tribal council" is the respective governing bodies of the Seminole Tribe of Florida and Miccosukee Tribe of Indians recognized as special improvement district by section 285.18(1), Florida Statutes.

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

L. A "Resource Support Agreement" as used in this Agreement refers to a supplemental agreement of support between a Requesting Party and an Assisting Party.

M. "Proof of work" as used in this Agreement refers to original and authentic documentation of a single individual or group of individuals' emergency response activity at a tactical level.
N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.

O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.

P. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, Chapter 252, Florida Statutes.

ARTICLE II: APPLICABILITY OF THE AGREEMENT

Any Participating Party, including the Division, may request assistance under this Agreement for a "major disaster" or "catastrophic disaster" as defined in section 252.34, Florida Statutes, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

ARTICLE III: INVOCATION OF THE AGREEMENT

In the event of an emergency or anticipated emergency, a Participating Party may request assistance under this Agreement from any other Participating Party or the Division if, in the judgement of the Requesting Party, its own resources are inadequate to meet the needs of the emergency or disaster.

A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party to another Participating Party or the Division. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.

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

ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

To the extent practicable, all Requesting Parties shall provide the following information to their respective county emergency management agency, the Division, and the intended Assisting Party or Parties. In providing such information, Requesting Parties should utilize Section I of the
Resource Support Agreement (RSA) Form, available via the Division approved documents SharePoint site 1.

A. A description of the Mission to be performed by the Assisting Party;

B. A description of the resources and capabilities needed to complete the Mission successfully;

C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;

D. A description of the health, safety, and working conditions expected for deploying personnel;

E. Lodging and meal availability;

F. Any logistical requirements;

G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;

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

I. A technical description of any communications equipment needed to ensure effective information sharing between the Requesting Party, any Assisting Parties, and all relevant responding entities.

ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

Each Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources, and capabilities can render assistance. If upon receiving a request for assistance under this Agreement a Party determines that it has the capacity to render some or all of such assistance, it shall provide the following information without delay to the Requesting Party, the Division, and the Assisting Party’s County emergency management agency. In providing such information, the Assisting Party should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the Division approved documents SharePoint site.

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1 FDEM approved documents such as activity logs and mutual aid forms can be found at: https://portal.floridadisaster.org/projects/FROC/FROC_Documents/Forms/AllItems.aspx?%7B6F3CF7BD%20D0A4%204EB5%205B69%20C8080D7D8B
6%7D
A. A description of the personnel, equipment, supplies, services and capabilities it has available, together with a description of the qualifications of any skilled personnel;

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

C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the location(s) specified by the Requesting Party;

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

E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and

F. An estimate cost for the provision of assistance.

**ARTICLE VI: RENDITION OF ASSISTANCE**

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance. When requesting assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.
B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.

C. Personnel of the Assisting Party who render assistance under this Agreement shall receive the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

ARTICLE VII: REIMBURSEMENT

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

To guide the proper documentation and accountability of expenses, the Assisting Party should utilize the Claim Summary Form, available via the Division approved documents SharePoint site as a guide and summary of expense to collect information to then be formally submitted for review by the Requesting Party.

To receive reimbursement for assistance provided under this agreement, the Assisting Party shall provide, at a minimum, the following supporting documentation to the Requesting Party unless otherwise agreed upon between the Requesting and Assisting Parties:

A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;

B. Copy of a current and valid Internal Revenue Service W-9 Form;

C. Copies of all relevant payment and travel policies in effect during the Period of Assistance;

D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);
E. Official payroll and travel reimbursement records for all claimed personnel expenses;

F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;

G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;

H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance

I. Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);

J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;

K. Justification for equipment repair expenses; and

L. Copies of any applicable supporting agreements or contracts with justification.

If a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration is elected, the Parties must select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

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

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.
ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

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

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

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

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

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

ARTICLE IX: INSURANCE

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

A. Each Participating Party shall procure employers’ insurance meeting the requirements of the Workers’ Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall be provided to each Participating Party.

B. Any Participating Party that elects additional insurance affording liability coverage for any activities that may be performed under the authority of this Agreement shall be provided to each Participating Party.

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

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

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

F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.
ARTICLE X: GENERAL REQUIREMENTS

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

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

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

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

D. Any communication to the Division under this Agreement shall be sent via either email, the Division of Emergency Management Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.

E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

ARTICLE XI: EFFECTS OF AGREEMENT

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

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

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

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

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

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

F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

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

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

B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.

C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.
D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement shall signify implied acceptance of such changes.

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

NOTE: This iteration of the State of Florida Statewide Mutual Aid Agreement will replace all previous versions.

The Division shall provide reimbursement to Assisting Parties in accordance with the terms and conditions set forth in this Article for missions performed at the direct request of the Division. Division reimbursement eligible expenses must be in direct response to the emergency as requested by the State of Florida. All required cost estimations and claims must be executed through the DEMES Mutual Aid Portal and assisting agencies must use all required FDEM forms for documentation and cost verification. If a Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance.

FDEM reserves the right to deny individual reimbursement requests if deemed not to be in direct response to the incident for which asset was requested.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date specified below:
FOR ADOPTION BY A COUNTY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: ___________________________  Date: ___________________________

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

______________________________

ATTEST:
CLERK OF THE CIRCUIT COURT

By: ___________________________
Clerk or Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF Franklin COUNTY,
STATE OF FLORIDA

By: ___________________________
Chairman

Date: ___________________________

Approved as to Form:

By: ___________________________
County Attorney
STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

FOR ADOPTION BY A CITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: ___________________________ Date: ___________________________

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CITY CLERK

By: ___________________________

Title: ___________________________

CITY OF ________________
STATE OF FLORIDA

By: ___________________________

Title: ___________________________

Date: ___________________________

Approved as to Form:

By: ___________________________

City Attorney

DIVISION HEADQUARTERS
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100

STATE LOGISTICS RESPONSE CENTER
2702 Directors Row
Orlando, FL 32809-5631

Telephone: 850-615-4000
www.FloridaDisaster.org
FOR ADOPTION BY A CITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: ___________________________ Date: ___________________________

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CITY CLERK

By: ___________________________ Title: ___________________________

CITY OF Carrabelle
STATE OF FLORIDA

By: ___________________________ Title: ___________________________

Date: __________________________

Approved as to Form:

By: ___________________________
City Attorney
FOR ADOPTION BY AN EDUCATIONAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: ___________________________ Date: ___________________________

Kevin Guthrie, Executive Director or Ian Guidicelli, Authorized Designee

Franklin County SCHOOL DISTRICT, STATE OF FLORIDA

By: ___________________________ By: ___________________________

Title: __________________________ Title: ___________________________

Date: __________________________

Approved as to Form:

By: __________________________

Attorney for District
FOR ADOPTION BY A SPECIAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: ___________________________ Date: ___________________________

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

__________________________________________

SPECIAL DISTRICT, STATE OF FLORIDA

By: ___________________________ By: ___________________________

Title: ___________________________ Title: ___________________________

Date: ___________________________

Approved as to Form:

By: ___________________________

Attorney for District
SAMPLE AUTHORIZING RESOLUTION FOR ADOPTION OF
STATEWIDE MUTUAL AID AGREEMENT

RESOLUTION NO. ___________

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

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

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

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

ADOPTED BY: ____________________________

DATE: ____________________________

I certify that the foregoing is an accurate copy of the Resolution adopted by ____________________________ on ____________________________.

BY: ____________________________

TITLE: ____________________________

DATE: ____________________________
APALACHICOLA CITY COMMISSION  
REQUEST FOR BOARD ACTION  
Meeting Date: November 7, 2023

SUBJECT: Business License Tax

AGENDA INFORMATION:
Agenda Location: New Business  
Item Number: 7  
Department: Finance  
Presenter: Travis Wade, Lee Mathes, P.J. Erwin, Dan Hartman

BRIEF SUMMARY: Our Occupational License Tax Ordinance and Fee Schedule was last revised in September 2005. The Occupational Classification System and Rate Structure need updating to reflect current and applicable occupations as well as bring the tax rates to appropriate amounts.

F.S. State Statute 205.0535 states that a municipality must establish an equity study commission, appointed by the City Commission to initiate a revision of the Occupational License Tax Ordinance and update fees. Each member of the study commission must be a representative of the business community within the City of Apalachicola. The task of the study commission is to recommend a revised classification system and rate structure. F.S. Statute 205.0535 does not state the size of the study commission.

RECOMMENDED MOTION AND REQUESTED ACTIONS: Three motions are recommended:

1. Approve an Equity Study Commission, composed of local business members of a number determined by the City Commission and P.J. Erwin, Code Enforcement, as an ex-officio and non-voting member. The task of the study commission is to recommend a revised occupational classification system and rate structure. Staff recommend a commission of 5-7 businesspeople from the local business community.

2. Approve an application process for business members to apply to be a part of the Equity Study Commission, with applications accepted November 8, 2023, to December 15, 2023, with the City Commission selecting equity commission members at the January 2, 2024, City Commission meeting. Communication will go out on City website and Facebook regarding the equity commission.

3. Approve the initiation of a workshop process for amending Ordinance No. 2005-11, providing the Equity Study Commission submits a recommendation that is approved by the City Commission.

FUNDING SOURCE: N/A

ATTACHMENTS:
1. Ordinance No. 2005-11
2. F.S. Statute Chapter 205.0535

**STAFF’S COMMENTS AND RECOMMENDATIONS:** We are recommending P.J. Erwin be appointed to this equity study commission because of her work in Code Enforcement and with the Occupational License Tax receipts.
205.0535 Reclassification and rate structure revisions.—

(1) By October 1, 2008, any municipality that has adopted by ordinance a local business tax after October 1, 1995, may by ordinance reclassify businesses, professions, and occupations and may establish new rate structures, if the conditions specified in subsections (2) and (3) are met. A person who is engaged in the business of providing local exchange telephone service or a pay telephone service in a municipality or in the unincorporated area of a county and who pays the business tax under the category designated for telephone companies or a pay telephone service provider certified pursuant to s. 364.3375 is deemed to have but one place of business or business location in each municipality or unincorporated area of a county. Pay telephone service providers may not be assessed a business tax on a per-instrument basis.

(2) Before adopting a reclassification and revision ordinance, the municipality or county must establish an equity study commission and appoint its members. Each member of the study commission must be a representative of the business community within the local government’s jurisdiction. Each equity study commission shall recommend to the appropriate local government a classification system and rate structure for business taxes.

(3)(a) After the reclassification and rate structure revisions have been transmitted to and considered by the appropriate local governing body, it may adopt by majority vote a new business tax ordinance. Except that a minimum tax of up to $25 is permitted, the reclassification may not increase the tax by more than the following: for receipts costing $150 or less, 200 percent; for receipts costing more than $150 but not more than $500, 100 percent; for receipts costing more than $500 but not more than $2,500, 75 percent; for receipts costing more than $2,500 but not more than $10,000, 50 percent; and for receipts costing more than $10,000, 10 percent; however, in no case may the tax on any receipt be increased more than $5,000.

(b) The total annual revenue generated by the new rate structure for the fiscal year following the fiscal year during which the rate structure is adopted may not exceed:

1. For municipalities, the sum of the revenue base and 10 percent of that revenue base. The revenue base is the sum of the business tax revenue generated by receipts issued for the most recently completed local fiscal year or the amount of revenue that would have been generated from the authorized increases under s. 205.043(1)(b), whichever is greater, plus any revenue received from the county under s. 205.033(4).

2. For counties, the sum of the revenue base, 10 percent of that revenue base, and the amount of revenue distributed by the county to the municipalities under s. 205.033(4) during the most recently completed local fiscal year. The revenue base is the business tax revenue generated by receipts issued for the most recently completed local fiscal year or the amount of revenue that would have been generated from the authorized increases under s. 205.033(1)(b), whichever is greater, but may not include any revenues distributed to municipalities under s. 205.033(4).

(c) In addition to the revenue increases authorized by paragraph (b), revenue increases attributed to the increases in the number of receipts issued are authorized.

(4) After the conditions specified in subsections (2) and (3) are met, municipalities and counties may, every other year thereafter, increase or decrease by ordinance the rates of business taxes by up to 5 percent. However, an increase must be enacted by at least a majority plus one vote of the governing body.
(5) This chapter does not prohibit a municipality or county from decreasing or repealing any business tax authorized under this chapter. By majority vote, the governing body of a county or municipality may adopt an ordinance repealing a local business tax or establishing new rates that decrease local business taxes and do not result in an increase in local business taxes for a taxpayer. Such ordinances are not subject to subsections (2) and (3).

(6) A receipt may not be issued unless the federal employer identification number or social security number is obtained from the person to be taxed.

History.—s. 8, ch. 93-180; s. 60, ch. 98-419; s. 12, ch. 2006-152; s. 2, ch. 2007-97; s. 7, ch. 2014-38.
ORDINANCE NO. 2005-11

AN ORDINANCE AMENDING PRIOR ORDINANCE NO. 92-9 (88-5) (80-11) (72-4)
ADOPTED BY THE CITY COMMISSION OF APALACHICOLA FLORIDA;
PROVIDING A NEW SCHEDULE FOR THE PAYMENT AND ENFORCEMENT OF
OCCUPATIONAL LICENSE TAX ON BUSINESSES, TRADES, OCCUPATIONS,
PROFESSIONS AND AGENCIES AND CORPORATIONS WITHIN THE CITY OF
APALACHICOLA, FIXING THE AMOUNTS THEREOF; PROVIDING PENALTIES
FOR FAILURE TO PAY THE SAME; AND PROVIDING FOR AN EFFECTIVE
DATE. "PERSON" MEANS THE SAME AS DEFINED IN CHAPTER 205 F.S.

Be it ordained by the City Commission of the City of Apalachicola, Florida.

Whereas, this ordinance is adopted in accordance with and as provided by Chapter 72-

Section 1. Application:

It shall be unlawful for any person or entity to carry on, conduct or engage in any
business, trade, occupation or profession within the City, without having first completed
the application for an occupational license, paid the required tax fee and obtained the
required license from the City Clerk of the City of Apalachicola, Florida.

A) New business applicants shall first complete the application for an
occupational license and it shall be verified that the business, trade,
occupation or profession is located within the City on property zoned in
accordance with the provisions of the Apalachicola Land Development
Code, Ordinance No. 91-7. Such verification shall be in the form of a
Certificate of Occupancy issued by the Building Inspector prior to the
issuance of an Occupational License by the City Clerk. Failure to produce
a Certificate of Occupancy will result in denial of an occupational license
except for those persons or entities conducting or engaging in a service,
trade, profession or any type of business or occupation within the City of
Apalachicola, but not having a permanent structure for conducting
business within the City of Apalachicola.

Those businesses wishing to renew a current issued license may renew
their license by paying the required tax fee when due. An additional
completed application or Certificate of Occupancy will not be required for
renewal of license already on record with the City Clerk.

B) If an Occupational license is issued and the location of the business office
or establishment is not zoned in accord to the City's Land Development
Code, the license shall be revoked and the fee returned to the applicant.
Final determination of zoning requirements shall be the responsibility of
the City building inspector.
Section 2. Dates Due:

All licenses shall be sold by the City Clerk of the City of Apalachicola, Florida beginning September 1 of each year and shall be due and payable on or before September 30 of each year and shall expire on September 30 of the succeeding year. Any person, firm, or corporation who shall commence any business, trade, occupation or profession or any other activity mentioned in said schedule for which a license per annum is required may purchase a license for the remainder of the licensed year if commencing after the first day of April at one-half the price required to be paid, and all licenses shall expire on the 30th day of September.

No license shall be issued for more than 1 year and all licenses shall expire on October 1 of each year, except as provided by state law.

Section 3. Appropriation of Proceeds of Tax:

The proceeds of the tax hereby levied are hereby appropriated to the general fund account of the City of Apalachicola, Florida.

Section 4. Transfer of License:

Any occupational license may be transferred to a new owner when there is a bona-fide sale of the business upon payment of a transfer fee of $15.00, presentation of the original license, evidence of the sale and a Certificate of Occupancy approved by the Building Inspector.

Section 5. Delinquent Taxes:

Those licenses not renewed by October 1 of each year shall be considered delinquent and subject to a delinquency penalty of 10 percent for the month of October, plus an additional 5 percent penalty for each month of delinquency thereafter until paid. The total delinquency penalty shall not exceed 25 percent of the occupational license fee for the delinquent establishment. (ch. 205.053) (1) P.S.

Section 6. Penalty:

Any person engaging in or managing any business, occupation, or profession without first obtaining a local occupational license, if required hereunder, shall be subject to a penalty of 25 percent of the license determined to be due, or imprisoned not more than 30 days for each offense.

Section 7. Enforcement:

It is hereby made the duty of the City Clerk on or before the tenth day of December of each year to deliver a list of all persons who are delinquent in the payment of
occupational license taxes to the Chief of Police who shall issue warrants of arrest to be served on such delinquents chargin violation of license tax ordinances.

Section 8. Exemptions:

Those exemptions allowed by the City of Apalachicola are allowed to persons under state law or by county ordinance. (ch. 205 F.S.)

Section 9. Charitable Organization:

The requirements of those organizations for occasional sales of fund-raising projects are the same as provided by state law. (ch. 205-192 F.S.)

Section 10. Dispute over Category of Business or Occupational License Fee:

If any person or entity engaging in any occupation or business for profit within the City of Apalachicola disagrees as to which category their business is in or the fee assessed for an occupational license, the City Clerk with assistance from the Building Inspector shall investigate their type of business or occupation and make the final determination of the appropriate category and/or fee.

Section 11. Posting License:

Every license issued under the provisions of this article shall be posted at the place of business for which the license was issued in a convenient and conspicuous place.

Section 12. Exemptions; Motor Vehicles:

Vehicles used by any person licensed under this chapter for sale and delivery of tangible personal property at either wholesale or retail from his place of business on which a license is paid shall not be construed to be separate places of business and no license may be levied on such vehicles or the operators thereof as salesman or otherwise by this municipality, any other law to the contrary notwithstanding. (ch. 205.063 F.S.)

Section 13. License Tax Schedule:

The amount of license tax levied and imposed upon every person that shall engage in or manage any of the following businesses, professions, privileges or occupations is hereby fixed, graded and determined beginning October 1, 1988 at the following amounts:

1) ABSTRACTORS OF TITLE, including companies, agents, firms or persons other than licensed attorneys, engaged in the business of making abstracts of title from public records. $85.94
2) ADVERTISING AGENTS per year or fraction thereof $85.94

3) ADVERTISING AND/OR SIGN SHOPS
   (1) By painting on wall, fence, advertising business
       other than that of owner of wall or fence. $171.88
       (2) Billboard and sign lackers. $17.19

4) AGENCIES:
   (1) Commercial or persons giving information
       as to credit rating or standing of individuals
       or firms, per year $51.56
   (2) Rental or collecting, per year $51.56
   (3) Corporations
   (4) Soliciting business for out of town enterprises
       where display rooms are maintained and merchandise
       kept on hand as samples for display purposes only,
       provided however, the occupational license tax hereby
       imposed shall not apply to establishments regularly and
       continuously engaged in the sale of merchandise
       customarily carried on hand as a part of the regular
       stock of such establishment. $351.57
   (5) Soliciting business for foreign concerns not
       otherwise provided for per year or fraction thereof
       $85.94
   (6) Agents redeeming coupons (see Soap Coupons) $34.38

5) AMUSEMENT PARKS, per year $343.75

6) APARTMENTS:
   (1) 2-5 UNITS $68.75
   (2) each additional unit $13.75

7) AUDITING COMPANIES OR INDIVIDUALS,
    per year or fraction thereof. $85.94

8) AUTOMOBILE DEALERS OR SALES AGENTS:
   (1) Per year or fraction thereof $171.88
   (2) Automobile dealers or sales agents,
       automobile accessories and automobile garage
       or repair shop, and dealers in gasoline and oils
       and auto painting, when combined under one
       ownership and operation, per year $171.88
   (3) Automobile garage and/or repair and paint shop $60.13
   (4) Automobile painters, itinerant $85.94
   (5) Automobile parking and automobile trailer
       parking lots $85.94
   (6) Automobile wrecking or dismantling for salvage $85.94
9) BAKERIES operated by steam or other power, per year $85.94
10) BANKS OR BANKERS $343.75
11) BARBERSHOPS:
   (1) One chair $20.63
   (2) Each additional chair $6.88
12) BEAUTY PARLORS
   (1) One operator $25.75
   (2) Each additional operator $17.19
13) BICYCLES, renting or repairing per year $34.38
14) BILLIARD POOL AND SIMILAR TABLES,
    or places where charges are made for playing
    pool or billiards, for each table, per year. $17.19
15) BOARDING AND ROOMING HOUSES, HOTEL OR
    MOTEAL, ETC., having available accommodations
    for more than three guests, whether occupied or not,
    per room, per year $3.44
16) BONDING COMPANIES $85.94
17) BOTTLING COMPANIES, including canned drink
    Manufacturers, per year $171.88
18) BOWLING ALLEYS, each alley, per year $17.19
19) BROKERS, those who carry stock on hand and who
    sell to registered wholesale merchants only and act
    as intermediary between buyer and seller for the
    consideration of a brokerage or commission from
    either for the sale of stocks, bonds, merchandise, etc.
    $85.94
20) BUILDING AND LOAN ASSOCIATIONS, per year $85.94
21) BUSINESSES: PROFESSIONAL $85.94
   (1) Dentist $85.94
   (2) Lawyer $137.50
   (3) Physician/Surgeon $85.94
   (4) Optometrist $137.50
   (5) Chiropractor/Osteopath $85.94
   (6) Psychologist $85.94
(7) Certified Public Accountant  $85.94
(8) Veterinarian  $85.94
(9) Court Reporter  $85.94
(10) Architect  $85.94
(11) Auctioneer  $85.94
(12) Forester  $85.94
(13) Surveyor/Civil Engineer  $85.94
(14) Chiropodist, per year  $85.94

(22) BUS STATIONS, concessions (see Merchants)

(23) BUSINESS FIRMS OTHER THAN MERCHANTS.
All types and forms of businesses of every kind whatsoever
not otherwise covered in this article, nor covered in
separate peddlers ordinances  $85.94

(24) CABINET MAKERS OR CARPENTER SHOPS  $85.94

(25) CAR WASH  $68.75

(26) CEMENT OR ARTIFICIAL STONE MANUFACTURERS,
per year  $85.94

(27) CIRCUS OR CARNIVAL PARADES  $386.69

(28) CIRCUS, held under one tent where one admission
is charged, per year  $468.75

(29) CLAIMS AND COLLECTING AGENCIES,
other than lawyers  $85.94

(30) CONTRACTORS:
(1) Building, painting, remodeling, roofing  $85.94
(2) Resident with one or more subcontractors
(subcontractors may obtain licenses under
respective classification)  $85.94
(3) Contractors paving or cement works
(including delivering cement)  $85.94
(4) Electricians or electrical contractors  $85.94
(5) Plumbers, including pipe fitters and contractors
Selling of fixtures or conducting shop  $85.94
(6) Contractors, not otherwise provided for $85.94

(31) CRAFT SHOP $55.00

(32) DANCING SCHOOLS/HALLS $34.38

(33) DAY CARE CENTERS $41.25

(34) DREDGING COMPANIES $171.88

(35) DRY CLEANERS, STEAM CLEANERS AND CLOTHES PRESSERS, OR EITHER, HAT BLOCKING AND DRYERS OR EITHER $68.75

(36) ELECTRICAL ENERGY, distribution of $386.69

(37) ELECTRONICS SELLS AND/OR REPAIR $85.94

(38) EXPRESS COMPANIES $128.88

(39) EXTERMINATORS $68.75

(40) FLORISTS, or dealers in flowers $51.56

(41) FAIRS AND RIDES DEVICES, each, per week $17.19

(42) FOOD VENDORS, STANDS OR MOBILE UNITS (ON PRIVATE PROPERTY ONLY) 
(applicants should not be issued an occupational license in these categories until approval is obtained from the City’s Planning and Zoning Board) $68.75

(43) FRUIT, VEGETABLE, WARES, ETC. STANDS, MOBILE UNITS OR TRUCKS, selling not in connection with licensed merchants (ON PRIVATE PROPERTY ONLY) $51.56

(44) FURNITURE DEALERS (not under Merchant classification) $137.50

(45) GAMES, such as shuffleboard, throwing balls at figures and the like, per day $34.38

(46) GASOLINE AND OIL: (1) Wholesale $171.88
(2) Retail dealers
   (a) One pump on private property        $34.38
   (b) Two-four pumps on private property  $60.19
   (c) Five or more pumps on private property  $85.94

(3) Dealers in propane, butane or any other form of gas for heating, lighting, etc., per year  $85.94

(47) ICE CREAM MANUFACTURERS:
   (1) Wholesaling                           $85.94
   (2) Retailing                             $171.88

(48) ICE MANUFACTURERS                     $85.94

(49) INSTALLING OF MACHINES, FIXTURES AND/OR EQUIPMENT, not otherwise covered in this article $85.94

(50) INSURANCE AGENCY AND/OR COMPANY
   (1) Insurance agencies                   $68.75
   (2) Insurance companies, each company represented $68.75

(51) JANITORIAL/CARPET SERVICES            $68.75

(52) JEWELERS, repairing/sales and/or watch repair (also see Merchants for stock) $85.94

(53) LABOR RECRUITERS, inducing laborers to leave the city or county for employment $976.56

(54) LANDSCAPING AND YARD MAINTENANCE       $85.94

(55) LAUNDRY AND/OR LINEN SERVICE           $85.94

(56) MACHINE AND/OR WELDING SHOPS           $85.94

(57) MANUFACTURING, not otherwise covered   $85.94

(58) MARINE WAYS                           $51.56

(59) MASSUERS, each person, per year or fraction thereof $85.94

(60) MERCHANTS, STOREKEEPERS AND WHOLESALE DEALERS, to include antique and
second hand shops, in accordance with the value of the stock of goods as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stock of less than $1,000.00</td>
<td>$51.56</td>
</tr>
<tr>
<td>Stock of $1,000.00 and less than $5,000.00</td>
<td>$68.75</td>
</tr>
<tr>
<td>Stock of $5,000.00 and less than $20,000.00</td>
<td>$85.94</td>
</tr>
<tr>
<td>Stock of $20,000.00 and less than $40,000.00</td>
<td>$120.31</td>
</tr>
<tr>
<td>Stock of $40,000.00 and up</td>
<td>$171.88</td>
</tr>
</tbody>
</table>

Provided that all persons applying for license under this Classification, shall make affidavit before the City Clerk as Ex Officio Tax Collector as to the value of the stock of goods for which license is applied for, and such affidavit shall be made and filed among the city records prior to the issuance of any license.

<table>
<thead>
<tr>
<th>Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>MONUMENT COMPANIES</td>
<td>$68.75</td>
</tr>
<tr>
<td>MOTORCYCLES OR MOTORBIKES, agents or dealers or shops for repairs</td>
<td>$51.56</td>
</tr>
<tr>
<td>MOVING PICTURES/PERFORMANCE THEATERS</td>
<td>$171.88</td>
</tr>
<tr>
<td>MUSIC TEACHERS</td>
<td>$34.38</td>
</tr>
<tr>
<td>NEWSPAPERS:</td>
<td></td>
</tr>
<tr>
<td>(1) Published six days a week or more often</td>
<td>$171.88</td>
</tr>
<tr>
<td>(2) Weekly, and publishers of magazines or similar publications, other than those published by a department of the state</td>
<td>$85.94</td>
</tr>
<tr>
<td>NURSERY STOCK, agents or dealers, per year or fraction thereof</td>
<td>$51.56</td>
</tr>
<tr>
<td>PAWN SHOP</td>
<td>$68.75</td>
</tr>
<tr>
<td>PAINTERS OF SIGNS, ARTISTS</td>
<td>$34.38</td>
</tr>
<tr>
<td>PEDDLERS (Must have approved special exception)</td>
<td>$386.69</td>
</tr>
</tbody>
</table>

A peddler is one who offers merchandise along streets from door to door. The word
“peddler” shall not include the following:

(a) Sales made to dealers or permanent merchants by commercial travelers selling in the usual course of business.

(b) Sheriffs, constables, bona fide assignees receivers or trustees in bankruptcy or other public officers selling goods, wares and merchandise according to law.

(c) Bona fide residents of the state selling fruits, vegetables, dressed meats, fowl or farm products which were produced on land within the state, owned or controlled by such vendor.

(d) Solicitations, sales or distributions made by charitable educational or religious organizations which have their principal place of activity within this City.

When approved as a special exception, peddlers shall present the approved special exception application to the City Clerk prior to the issuance of an occupational license.

(70) PHARMACY (not to be classified as Merchant) $103.13

(71) PHOTOGRAPHERS $85.94

(72) PIANO AND ORGAN TUNERS, etc., per year or fraction thereof $25.75

(73) PILE DRIVING OR DRIVERS, per unit $85.94

(74) PRINTING/OFFICE SUPPLY $55.00

(75) RADIO STATIONS $55.00

(76) REAL ESTATE BROKERS $85.94

(77) REAL ESTATE SALESMEN, and those making a business of dealing in real estate, whether selling their own or not, as defined by state law other than real estate brokers. $85.94

(78) REPAIR AND/OR SERVICE SHOPS:

(1) Bicycles and small motors $34.38

(2) Boats and boat motors $85.94

(3) Radio, television & electronics, including installation $85.94
(79) RESTAURANTS (including lounges or bars):
1. One to fifteen chairs or stools $42.94
2. Sixteen to twenty-five chairs or stools $68.75
3. Over twenty-five chairs or stools $85.94
4. Restaurant w/ lounge or bar add an additional $34.38
5. Lounge or Bar only (no food served) $85.94
6. If dancing is permitted add an additional $34.38

(80) RINKS, SKATING, BICYCLE OR OTHER $85.94

(81) SHOE SHOP $55.00

(82) SHOOTING GALLERIES, when located in a permanent structure or location $85.94

(83) SIDESHOWS, each, with circus, per day $51.56

(84) TAILORS $34.38

(85) TAXIDERMIsts $34.38

(86) TELEPHONE COMPANIES $386.69

(87) TELEVISION CABLE COMPANIES $309.38

(88) TELEVISION STATIONS $68.75

(89) TRUCK LINES OR COMPANIES $386.69

(90) TRUCKS FOR HIRE, ($75.00 per truck)
(Each truck operated other than as a qualified carrier, per year) $103.13

(91) UNDERTAKERS, EMBALMERS AND/OR FUNDAL DIRECTORS $128.88

(92) VEHICLES FOR HIRE, VEHICLE RENTALS
1. All persons engaging in or carrying on the business of renting or hiring to the general public automobiles or other motor vehicles, either with or without drivers, shall pay a license tax in the sum of $20.00 and in addition thereto, when more than one vehicle is used in such business, the sum of $10.00 on each such vehicle exceeding one.
All persons engaging in or carrying on the business of renting or hiring motor vehicles either with or without drivers, shall furnish the City and file in the office of the City Clerk a personal bond secured by a cash deposit or with at least two sufficient sureties to be approved by the City Clerk or a surety company authorized to do business in the State in the following amount: $625.00 where not more than one vehicle is used in such business; $1,250.00 where two vehicles are used in such business; and an additional $375.00 for each vehicle exceeding two vehicles used in such business; provided, however, the total amount of any bond required of any one such business shall not exceed the sum of $2,000.00. The bond shall be conditioned to indemnify passengers and the general public receiving personal injuries or suffering property damage by any act of negligence of the obligor or any of his agents, servants or employees in the operation or conduct of said business, and said bond shall be payable to the City and shall be for the benefit of and subject to action thereon by any person who shall have sustained an actionable injury protected thereby. No license shall be issued to engage or continue in such business until such bond has been filed and approved, and no such bond so accepted shall be cancelled by any company issuing the same except upon such notice being given by the company issuing such bond and no such bond shall be revoked unless a new bond is filed and accepted before the date of the cancellation of the bond; provided, however, the applicant for a license may file in lieu of the bond a policy of liability insurance with some casualty company or insurance company authorized to do business in the state with liability limits of $10,000.00 for one person injured and a $20,000.00 limit for injuries of two or more persons and a property damage limit of $500.00. When any cash deposit is made the City shall pay six percent interest on said during the time such deposit is maintained.

At the time of the issuance by the City Clerk of a license to engage in or carry on the business of renting or hiring motor vehicles in the City, the City Clerk shall furnish to such person to whom a license is issued a metal tag or plate for every vehicle used in the conduct of the business for which a license is issued, which metal tag or plate shall have stamped thereon the motor number of the automobile for which issued, together with the state automobile license tag number issued to said vehicle, which metal tag or plate shall be furnished without cost to the operator of said vehicle. It shall be the duty of the operator of such motor vehicle used for hire to have said metal tag or plate firmly attached to the vehicle for which it is issued so that the same shall be in plain view and subject to inspection by any police officer of the City. Such metal
tag or plate so issued shall not be transferable and it shall be unlawful to operate said vehicle for hire within the City without having said metal tag or plate attached thereto.

(4) Any person who shall carry on, conduct or continue the operation of the business of renting or hiring to the general public automobiles or other motor vehicles, either with or without drivers, without filing such bond or insurance policy or having the same one file or without having attached to the vehicle used in the operation of such business the metal tag or plate issued to any vehicle used in such business as provided for in this section shall be guilty of a violation of the Code.

(93) VENDING MACHINES
(1) Each person who may operate or place for public use any vending machine or mechanical device designed to operate by the insertion into such machine of a coin or metal disk or slug for the purpose of dispensing merchandise, producing or reproducing music, musical sounds or noises and/or produce picture or pictures, prints or writings, or which is operated for amusement only, or as a game of skill and amusement, each separate machine used in the City, per year $42.94

(2) The above classification shall not apply to the following machines which are separately taxed: i.e. vending peanut machines, chewing gum machines, popcorn machines, drink machines.

(94) VIDEO SHOPS/SALES & RENTALS $55.00
(95) VIDEO GAME ROOMS (per game) $13.75
(96) WHOLESALE, RETAIL OR WHOLESAL AND RETAIL FISH AND SEAFOOD DEALERS $85.94
(97) WOODYARDS OR PERSONS SELLING WOOD $34.38

Section 14. License Purchase Required:

Every contractor, person or entity carrying on, conducting or engaging in any service, trade or profession or any type business or occupation within the City of Apalachicola shall first purchase an occupational license from the City Clerk of the City of Apalachicola.
Section 15. Compliance:

The issuance of an occupational license by the City of Apalachicola does not constitute a waiver or release of compliance with applicable federal, state and local laws.

Section 16. Conflict:

All ordinances and resolutions in conflict with any of the provisions of this ordinance are hereby repealed.

Section 17. State Law:

If any part of this ordinance shall be held invalid, it shall not affect the remaining portions hereof. Any section not in agreement with State Law is hereby amended to comply with same.

The above Ordinance was read for the first reading on the 13th day of September, 2005 and read for the second reading following an advertised public hearing and adopted by the City Commission of the City of Apalachicola, this 27th day of September, 2005.

Voting Aye: Commissioner Davis and Elliott
Voting Nay: Mayor Pro-Tem Johnson

FOR THE CITY COMMISSION OF THE
CITY OF APALACHICOLA

BOYD W. HOWZE, JR., MAYOR

ATTEST:

BETTY WEBB, CITY ADMINISTRATOR
APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: November 7, 2023

SUBJECT: City Committees to be Considered for Dissolution

AGENDA INFORMATION:
Agenda Location: New Business
Item Number: 8
Department: Administration
Contact: Travis Wade
Presenter: Travis Wade

BRIEF SUMMARY: During the October Regular Meeting I was assigned the task of identifying City Citizen Boards/Committees that I believe should be “sunsetted” or dissolved. I recommend that the following committees be sunsetted:

Millpond Committee—This committee has not met in at least 3 ½ years (my time with the City).
Battery Park Committee—This committee was created to draft the Battery Park Marina Ordinance. That has been completed and the committee has not met officially since.
Waterfront Working Advisory Committee—This committee has not met in at least 3 ½ years.
Tree Committee—This committee was established to draft the Tree Ordinance and does not perform an advisory function to the Commission.
HCA Board—Members of this committee/board have resigned and the building is no longer used for the same purpose. The Commission has not officially terminated the board.
CDBG Task Force Committee—This Committee was established for a specific grant and is no longer necessary
Revolving Loan Fund Committee—This Committee was established to review revolving loan applications. There are no outstanding loans or applications for loans.

RECOMMENDED MOTION AND REQUESTED ACTIONS: Motion to dissolve/sunset the above-referenced committees

FUNDING SOURCE: N/A

ATTACHMENTS: None

STAFF’S COMMENTS AND RECOMMENDATIONS:
APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: November 7, 2023

SUBJECT: Approval to extend contract for City Hall repair contractors – Oliver Sperry Renovations, LLC

AGENDA INFORMATION:

Agenda Location: New Business
Item Number: 9
Department: Grants
Presenter: Travis Wade

BRIEF SUMMARY: This is a request for the City Commission to approve extending the contract for Oliver Sperry Renovation, LLC to continue work on old city hall with additional funds received from the Department of State Division of Historical Resources. The contractor was duly procured in 2022 by the City in accordance with City and State procurement requirements. Extension of the contract is acceptable to the State because the contractor was originally procured in accordance with state requirements for an existing project. The additional funding will be used to complete additional repairs outlined in a specific scope for old City Hall (Middlebrooks Warehouse) that will substantially complete the first floor of the building and make it available for use by summer of 2025. The extended contract would involve negotiating with contractor to provide cost estimates on a specific scope budgeted at approximately $300,000.

RECOMMENDED MOTION AND REQUESTED ACTIONS: Motion to approve extension of Oliver Sperry contract.

FUNDING SOURCE: Historic Preservation funds

ATTACHMENTS: none

STAFF’S COMMENTS AND RECOMMENDATIONS: Motion to approve.
APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: November 7, 2023

SUBJECT: Approval to extend contract for City Hall repair contractors – 4M Architects

AGENDA INFORMATION:

Agenda Location: New Business
Item Number: 10
Department: Grants
Presenter: Travis Wade

BRIEF SUMMARY: This is a request for the City Commission to approve extending the contract for 4M Architects (Mark Tarmey) to continue work on old city hall with additional funds received from the Department of State Division of Historical Resources. The contractor was duly procured in 2022 by the City in accordance with City and State procurement requirements. Extension of the contract is acceptable to the State because the contractor was originally procured in accordance with state requirements for an existing project. The additional funding will be used to design for additional work outlined in a specific scope for old City Hall (Middlebrooks Warehouse) that will substantially complete the first floor of the building and make it available for use by summer of 2025. The contract extension amount would be $39,325 funded by DHR. 4M has pledged $3750 in -inkind work for this phase of the project.

RECOMMENDED MOTION AND REQUESTED ACTIONS: Motion to approve extension of contract for 4M Architects.

FUNDING SOURCE: Historic Preservation funds

ATTACHMENTS: none

STAFF’S COMMENTS AND RECOMMENDATIONS: Motion to approve.
APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: November 7, 2023

SUBJECT: Second Reading – Ordinance 2023-05 - Pervious Deck Ordinance

AGENDA INFORMATION:

Agenda Location: Unfinished Business
Item Number: 1
Department: Legal
Presenter: Bree Robinson/Dan Hartman

BRIEF SUMMARY:

P&Z Board Recommendations:

- The P&Z members were in consensus with a 10% lot coverage allowance just for pervious decks spaced at least 1/8 inch between boards. If the deck is not spaced accordingly then it is not eligible for the extra 10% for pervious decking. If a pervious deck square footage surpasses the 10% allocation, then the difference will be included in the standard 40% lot coverage. Pervious decks would still be considered accessory structures and subject to setback requirements, P&Z approval, and standard building permits.

- The P&Z members were in consensus with at least 1/8 inch between boards, wooden or faux wood, being sufficient to consider pervious, allowing water to pass through.

- The P&Z members were in consensus to allow the 10% allocation for pervious decking in residential and commercial zones.

Joint Workshop between P&Z and the City Commission was held September 11th – P&Z passed on their suggestions to the City Commission and a consensus was reach.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

Motion to approve second reading and adopt Ordinance 2023-05 - pervious deck ordinance.

FUNDING SOURCE: N/A

ATTACHMENTS: Draft Ordinance

STAFF’S COMMENTS AND RECOMMENDATIONS:

Approval
CITY OF APALACHICOLA
ORDINANCE NO. 2023-05

AN ORDINANCE OF THE CITY OF APALACHICOLA, FLORIDA, PROVIDING FOR AMENDMENT OF THE APALACHICOLA CODE OF ORDINANCES PART II - CODE; SUBPART B - LAND DEVELOPMENT CODE; CHAPTER 101 - GENERAL AND ADMINISTRATIVE PROVISIONS; ARTICLE I - IN GENERAL; SECTION 101-8 PROVIDING FOR AMENDMENTS TO THE DEFINITIONS DEALING WITH DECKS; PROVIDING FOR SEVERABILITY, PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND ESTABLISHING AN EFFECTIVE DATE.

FINDINGS:

WHEREAS, the City of Apalachicola is a Florida Municipality duly incorporated, with all the rights and powers as provided in s. 2(b), Art. VIII of the State Constitution.

WHEREAS the current code provisions applicable to the construction of decks and treatment of decks as impervious surfaces under the provisions of the Code are in need of update. Clarification and additional guidance has been deemed necessary to effectively regulate the construction of decks and approval of site development involving decks in the City of Apalachicola.

WHEREAS, the City of Apalachicola has determined that it is in the public interest to adopt amendments to its Land Development Code to Sign pertaining to decks; and

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

NOTE: Struck-through language is language proposed to be deleted, Underlined language is amended language, and *** represents sections that have been skipped and that remain unchanged.
Section 1.
Section 101-8. Definitions

***

- **Accessory building and uses** means a structure or a use customarily incidental and subordinate to the principal structure or use and located on the same lot. Accessory structures shall not be used for habitable purposes. Accessory buildings shall not be constructed until a principal structure is in place. (LDC, Ch. 101, Art. 1, Sec. 101-8 Definitions.) Accessory structures shall include, but not be limited to: patios, decks (pervious and impervious), gazebos, sheds, pools, spas, and mechanical swimming pool or spa equipment.

***

- **Deck** means a flat surface capable of supporting weight, similar to a floor, but typically constructed outdoors, often elevated from the ground, and usually connected to a building. Decks are typically made from treated lumber, composite lumber, composite material, and aluminum, structural members and decking boards.

***

- **Impervious surface coverage:** Those hard surface man-made areas that do not allow, or minimally allow, the penetration of water, that reduce the natural rate or percolation of water or result in an increase in the natural quantity and rate of storm water runoff. Examples include but are not limited to roof tops, parking, clay, asphalt, concrete, brick, compacted gravel, paved recreational areas such as pools, tennis courts, and landscape pavers. Exception: Items identified on a site plan as a best management practice to treat stormwater shall be allowed within open space and not considered impervious- and pervious decks defined as decks with a minimum spacing of 1/8 inch between decking boards. Pervious decks shall be limited to an additional 10% (i.e. 10% additional total lot coverage above the Code maximum for impervious coverage applicable to each zoning category; e.g. if max impervious coverage is 40% then a deck may be added which covers additional lot area up to a total of 50% lot coverage when adding the total impervious lot coverage and the pervious deck coverage) of lot coverage.: are also an exception as there is 10% lot coverage allocation (LDC, Ch. 101, Art. 1, Sec. 101-8 Definitions.)

***
Section 2. Severability Clause. Should any provision or section of this ordinance be held by a Court of competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of this ordinance as a whole, or any part thereof, other than the part so declared to be unconstitutional or invalid.

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4. This ordinance shall take effect upon approval by the City Commission.

PASSED FIRST READING ON: ____________________________

PASSED SECOND READING ON: _________________________

CITY OF APALACHICOLA

BY: ______________________________
    Brenda Ash, Mayor

ATTEST:

______________________________
Lee Mathes, City Clerk
APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: November 7, 2023

SUBJECT: Parking Mitigation – 121 Market Street

AGENDA INFORMATION:

Agenda Location: Unfinished Business
Item Number: 2
Department: Building Department
Contact: Jason O’Steen
Presenter: Bree Robinson/Jason O’Steen

BRIEF SUMMARY:
New construction at 121 Market Street was recently approved by the Planning & Zoning Board with some contingencies – one of them being parking mitigation for 2 parking spots. Jason O’Steen was contacted 9/29/23 regarding Ordinance 2018-02, which gave him the option to mitigate parking by paying $5,000 per parking spot into the Apalachicola Parking Mitigation Fund instead of having to find property within 500’ to place 2 off-site parking spots. The project needs 6 spots overall and it utilizing 4 on-street spots, creating a need for 2 spots. Jason O’Steen is seeking City Commission approval to pay $10,000 into the APMF to mitigate the 2 parking spots needed to move his project closer to permitting.

RECOMMENDED MOTION AND REQUESTED ACTIONS:
Approve parking mitigation for 2 parking spots in the amount of $10,000 to be held in the Apalachicola Parking Mitigation Fund and for 121 Market Street to be placed on the upcoming parking mitigation map/list of mitigation.

FUNDING SOURCE: N/A

ATTACHMENTS: 121 Market Street Estimated Parking Needs, Rendering of Project, and P&Z Contingencies

STAFF’S COMMENTS AND RECOMMENDATIONS:
Approve
Project Description:

The proposed project is a mix-used building consisting of two commercial retail units downstairs (approximately 1186 sf each) and one residential unit upstairs (approximately 2800 sf). The goal is to have the building blend with the existing architectural look and feel of downtown Apalachicola and to extend the casual, walkable shopping experience of Market Street. Every major design element was taken from other nearby existing downtown buildings. These elements include the classic store-front facade with large display windows, the tin roofs, coastal style front balcony, covered walkway, and wrought iron accents, which all follow and honor the unique character of historic downtown Apalachicola.

Estimated Parking Needs:

*Calculated pursuant to Sec 111-288 of Apalachicola Code of Ordinance.*

<table>
<thead>
<tr>
<th>Description</th>
<th>Formula</th>
<th>Result</th>
</tr>
</thead>
<tbody>
<tr>
<td>2 Retail Establishments</td>
<td>2 space for the first 1000 sf x 2 units</td>
<td>4</td>
</tr>
<tr>
<td>2 Employees at peck shifts</td>
<td>1 space for two persons at peck shift</td>
<td>1</td>
</tr>
<tr>
<td>1 Dwelling</td>
<td>1 space for residential dwelling</td>
<td>1</td>
</tr>
<tr>
<td><strong>Total Spaces Needed</strong></td>
<td></td>
<td><strong>6</strong></td>
</tr>
</tbody>
</table>

4 on-streets, needs 2.

Non-Residential Floodproofing:

To conform with the look and feel of current buildings on Market Street and to best achieve the walkable shopping experience, we plan to utilize building techniques detailed in FEMA’s requirements for floodproofing non-residential buildings. Attached is design analysis of the project. Once the building designs are finalized, certified engineering plans will be provided to the Building Department that shall meet the FEMA requirements for floodproofing non-residential buildings.
Motion to approve by Jim Bachrach; 2nd by Chase Galloway. All in favor – motion carried.

12. Review, Discussion and Decision for Demo. (R-1) (Historic District) @ 116 5th Street, Block 18 Lot 4. For Sue Lawren Wilson – Owner; Contractor: Jeremy Willoughby
Motion to approve by Chase Galloway; 2nd by Bobby Miller. All in favor – motion carried.

13. Review, Discussion and Decision for New Construction/Certificate of Appropriateness. (C-1) (Historic District) @ 121 Market Street, Block F-2 Lots 14 & ½ 15. For Jason O’Steen – Owner; Contractor: TBD
City Planner stated that the following could be contingencies of approval and were all things that the board needed to review:
- Architectural Review and Certificate of Appropriateness approved, if any aspect of the design changes it is subject to return to P&Z for Architectural Review.
- DEP Permitted Engineered Stormwater Plan submitted to Building Official prior to permitting.
- Certified Flood Administrator must review for all City and FEMA elevation and floodproofing requirements and approve prior to permitting - If elevation changes it is subject to return to P&Z for Architectural Review.
- Additional 2 parking spots needed must be resolved prior to permitting either by mitigation directly with the City Commission or through P&Z by returning and showing to provide 2 spots within 500'.
- Encroachment agreement for balconies must be presented to and approved by the City Commission prior to any permitting - If not approved or design changes it is subject to return to P&Z for architectural review.
- Site plan surpasses 80% - applicant must agree to remove rear additions to meet 80% LDC and must also meet fire code requirements.
CITY OF APALACHICOLA
PLANNING & ZONING BOARD
WORKSHOP & REGULAR MEETING
Monday, August 14th, 2023
Community Center - 1 Bay Avenue
Minutes

- Trash - Applicant must provide on-site space for trash storage until pick up.
  - Applicant, Jason O'Steen, stated that the rear additions are removed from the application in order to meet the 80% LDC lot coverage requirement.
  - Applicant stated that there would be on-site space for trash storage in the rear of the building, not on the sidewalk.
  - Bobby Miller asked if the floodproofing shown in the submittal would be sufficient for this area of downtown and the applicant explained that it follows FEMA recommendations – the City Planner assured the board that it would all have to be reviewed and approved by a certified Floodplain Administrator before permitting.
  - Jim Bachrach made a motion to approve if all contingencies noted by the City Planner were passed; 2nd by Bobby Miller. All in favor – motion carried.

- Final contingencies of P&Z Approval:
  - Architectural Review and Certificate of Appropriateness approved, if any aspect of the design changes it is subject to return to P&Z for Architectural Review.
  - DEP Permitted Engineered Stormwater Plan submitted to Building Official prior to permitting.
  - Certified Flood Administrator must review for all City and FEMA elevation and floodproofing requirements and approve prior to permitting - if elevation changes it is subject to return to P&Z for Architectural Review.
  - Additional 2 parking spots needed must be resolved prior to permitting either by mitigation directly with the City Commission or through P&Z by returning and showing to provide 2 spots within 500'.
CITY OF APALACHICOLA
PLANNING & ZONING BOARD
WORKSHOP & REGULAR MEETING
Monday, August 14th, 2023
Community Center - 1 Bay Avenue

Minutes

✓ Encroachment agreement for balconies must be presented to and approved by the City Commission prior to any permitting - if not approved or design changes it is subject to return to P&Z for architectural review.
✓ Original site plan surpassed 80% - applicant agreed to remove rear additions to meet 80% LDC and must also meet fire code requirements.
✓ Trash – Applicant agreed to provide on-site space for trash storage until pick up.

Other/New Business:

- P&Z Alternate to be appointed at the 8/8/23 City Commission meeting.
  - Myrtie Wynn appointed as alternate P&Z member by City Commission.

Outstanding/Unresolved Issues:

- Ethics & Sunshine Law Training on 8/15/23 from 3PM-7PM.
  - Despina George offered public comment and reminded everyone that there would be a workshop August 23rd at 5PM in the Community Center to discuss policies and procedures within the building department – she welcomed everyone to attend!

Motion to adjourn the meeting by Jim Bachrach; 2nd by Chase Galloway. All in favor – meeting adjourned.

Meeting minutes approved by:

Chair, Joe Taylor  

Date 9/14/2023
APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: November 7, 2023

SUBJECT: 1st Reading – Ordinance 2023-06 – Short Term Rental LDC Amendment

AGENDA INFORMATION:

Agenda Location: Old Business
Item Number: 3
Department: Code Enforcement
Presenter: Dan Hartman/PJ Erwin/Travis Wade/Bree Robinson

BRIEF SUMMARY:

At the request of Code Enforcement and the City Manager at the August 8, 2023 Board Meeting, the City Commission approved the purchase of software to assist in enforcement of the City’s Transient Lodging Ordinances (Sec. 111-292 and Sec. 111-293).

Since that meeting, Code Enforcement has been working with Avenu Analytics, the City Attorney, the City Manager, and the City Planner to establish a system of enforcement for short-term rentals (STRs). As might be expected, several issues and concerns have arisen.

Residential
An initial objective was to focus on the STRs operating and non-compliant in R-1 to R-4 zones. Code Enforcement is in the process of developing a database of properties that are or have been operating as STRs. A number of properties in residential zones are advertising as 30-day+ rentals, which meets City Codes.

Commercial
STRs in C-1 to C-4 and O/R are allowed with restrictions that vary for each zone. A recent newspaper article regarding the new software and STR code enforcement issues led to some questions by property owners in these zones.

As Code Enforcement began to look at the STRs operating in these zones, it became apparent that there are some issues with our ordinances.

1st-floor and single-family STR dwellings
In O/R, C-2 and C-3, STRs are not restricted from ground floor usage. C-4 STRs are restricted on an upper floor above a first-floor commercial business.

C-1 is also restricted to an upper floor above a first-floor commercial business. It is the opinion of our Attorney that, based on Ordinance Amendment 2017-07, all single-family principle dwellings existing before 8/8/2017 are allowed to convert to a bed & breakfast (STR) use on a first or upper floor. (See Ordinance 2017-07 attached for clarification).
Minimum number of units per building
Sec. 111-292(2) states that in any Bed & Breakfast (STR), there must be a minimum of two (2) units. There are a number of STRs operating in buildings with only one (1) unit.

Cooking facilities other than microwaves
Sec. 111-293(13) states that cooking facilities, other than microwave ovens, are not allowed in transient lodging (hotels/motels/bed&breakfasts). There are a number of STRs operating with kitchen facilities.

Our Attorney has reviewed Fl. State Statute 509.032(7)(b):
A local law, ordinance, or regulation may not prohibit vacation rentals or regulate the duration or frequency of rental of vacation rentals. This paragraph does not apply to any local law, ordinance, or regulation adopted on or before June 1, 2011.

He has also reviewed Attorney Generals’ opinions regarding this statute. He is of the opinion that the City is able to make limited adjustments to the Transient Lodging Ordinance without risking the inability to enforce Sec. 111-292 and Sec. 111-293. “Amending an ordinance that was enacted prior to June 1, 2011, will not invalidate the grandfathering protection for provisions that are reenacted, but new provisions would be preempted if they revise such language in a manner that would regulate the duration or frequency of rental of vacation rentals, even when such regulation would be considered ‘less restrictive’ than the prior local law.” AGO 2019-07, issued August 16, 2019.

RECOMMENDED MOTION AND REQUESTED ACTIONS: Slight modifications are needed to our transient lodging ordinances in order to facilitate the enforcement of STRs. Approve 1st Reading of Ordinance 2023-06 to proceed with adoption process.

FUNDING SOURCE:

ATTACHMENTS:
1. Sec. 111-272 to Sec. 111-276 Zoning Regulations for O/R and C-1 to C-4
2. Sec. 101.8 Definitions (Transient Lodging definition)
3. Sec. 111-292 Transient Lodging
4. Sec. 111-293 Additional Regulations
5. Ordinance 2C17-07.
6. Proposed Ordinance 2023-06

STAFF’S COMMENTS AND RECOMMENDATIONS:
City Staff recommends approval of amended Ordinance 2023-06.
ORDINANCE 2023-06

AN ORDINANCE OF THE CITY OF APALACHICOLA, FLORIDA, AMENDING ORDINANCE 91-7, WHICH ADOPTS THE CITY OF APALACHICOLA LAND DEVELOPMENT CODE, REVISING SECTION II (LANGUAGE AND DEFINITIONS), SECTION IV (ZONING DISTRICTS AND REGULATIONS), AND SECTION X (TRANSIENT LODGING); AMENDING ORDINANCE 2005-08; AMENDING ORDINANCE 2006-01; AMENDING ORDINANCE 2006-05; AMENDING ORDINANCE 2017-07; AMENDING THE APALACHICOLA LAND DEVELOPMENT CODE, PART II – (LANGUAGE AND DEFINITIONS); AMENDING CHAPTER 101 – GENERAL AND ADMINISTRATIVE PROVISION; SECTION 101-8 AMENDING THE DEFINITION OF TRANSIENT LODGING REVISIONS, AMENDING SECTION X (TRANSIENT LODGING), TO AMEND CHAPTER 111, ARTICLE III, DIVISION 4 – SUPPLEMENTAL REGULATIONS, SECTION 111-292 – DIMENSIONAL REQUIREMENTS AMENDING THE MINIMUM NUMBER OF UNITS PER BUILDING FOR BED AND BREAKFASTS AND TO AMEND SECTION 111-293 – ADDITIONAL REGULATIONS TO REMOVE THE COOKING FACILITIES REQUIREMENTS FOR TRANSIENT LODGING, FACILITIES; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

FINDINGS:

WHEREAS, the City of Apalachicola is a Florida Municipality duly incorporated, with all the rights and powers as provided in s. 2(b), Art. VIII of the State Constitution.

WHEREAS the current code provisions applicable to the definitions and requirement for transient lodging and bed and breakfasts in the City are in need of update. Clarification and additional guidance have been deemed necessary to effectively regulate short term rentals located in the City.

WHEREAS, the City of Apalachicola has determined that it is in the public interest to adopt amendments to its Land Development Code pertaining to transient lodging; and

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

NOTE: Struck-through language is language proposed to be deleted, Underlined
**Language is amended language, and *** represents sections that have been skipped and that remain unchanged.**

Section 1.

Section 101-8. Definitions

***

**Transient accommodations** – Any unit, group of units, building or group of buildings within a single complex of buildings, that is 1) rented for less than an entire calendar month, or for a period of thirty (30) or less consecutive days spanning two (2) months, and that is 2) advertised or held out to the public as a place regularly rented to transients. Forms of transient accommodations include the following:

1. ***
2. ***
3. **Bed and Breakfast** means a place where tourists, transients, travelers or persons desiring overnight accommodations are provided with sleeping and sanitary facilities. Cooking facilities other than a microwave oven are not allowed in an individual bed and breakfast room, but they are allowed within a common kitchen area.

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Section 2.

Section 111-292. Transient Lodging

Dimensional requirements.

1. **Hotel/motel.**

   ***

2. **Bed and breakfast.**

   a. Minimum number of units: two (per building).
   b. Maximum number of units: ten (per building).
   c. Minimum building lot size: that amount of land necessary to accommodate the desired number of units (minimum of two units) and still adhere to lot coverage and infrastructure requirements.

(LDC, art. X; Ord. No. 2017-04, § 4, 4-4-2017; Ord. No. 2017-07, § 3, 8-8-2017)
Section 3.

Section 111-293. Additional Regulations

In addition to any existing regulations relating to hotel/motel development found elsewhere in the land development regulations, the following criteria shall apply to all transient lodging facilities:

(1) *** (12)

(13) Cooking facilities, other than microwave ovens, are not allowed in transient lodging (hotel/motel/B&B) facility units.

(13)/(14) Transient lodging facilities (hotels/motels) located along the riverfront must provide access to the riverfront and provide boardwalk access along the waterfront and give a perpetual easement to the city for the general public.

(14)/(15) Transient lodging facilities (applies to hotels, motels and bed and breakfasts) must be located in appropriate zoning districts as provided in the zoning chapter.

(15)/(16) All transient lodging facilities must meet applicable parking, stormwater and site plan requirements as provided in the zoning chapter.

(16)/(17) In the general commercial zone C-1 or riverfront commercial zone C-4, a building having a first-floor commercial use may have a bed and breakfast use on an upper floor provided all applicable requirements are met.

(17)/(18) In the general commercial zone C-1, the first and/or upper floor of a stand-alone, single-family dwelling existing on the effective date of the state department of economic opportunity’s state register notice approving this provision may be converted to bed and breakfast use, provided that the first floor dwelling footprint is not expanded and all parking, floodplain management provisions, and other applicable requirements are met.


Section 4. Severability Clause. If any portion of this ordinance is declared invalid or unenforceable, then to the extent it is possible to do so without destroying the overall intent and effect of this ordinance, the portion deemed invalid or unenforceable, shall be severed here from and the remainder of this Ordinance shall continue in full force and effect as if it were enacted without including the portion found to be invalid or unenforceable.

Section 5. All ordinances or parts of ordinances in conflict herewith are hereby
repealed.

Section 6.  This ordinance shall take effect upon approval by the City Commission.

PASSED FIRST READING ON: __________________________
PASSED SECOND READING ON: ________________________

CITY OF APALACHICOLA

BY: __________________________
Brenda Ash, Mayor

ATTEST:

___________________________
Lee Mathes
CITY CLERK
Sec. 111-272. - O/R office residential.

(a) District intent. The provisions of the O/R district are intended to apply to areas with a specialized intensive residential character wherein a variety of housing types and compatible limited non-retail commercial, education, religious, recreation uses are permitted. This district shall occur in that area shown as office residential on the Official Land Use Map of Apalachicola.

(b) Permitted uses and structures.

(1) Principal.
   b. Two-family residential.
   c. Professional offices and services.
   d. Studios and galleries for photography, music, art, dance, vocal and drama.
   e. Medical offices and services.
   f. Bed and breakfasts.

(2) Accessory. Accessory uses and structures are considered incidental and subordinate to permitted principal and approved special exception uses and structures. Habitable accessory uses are not permitted. All accessory uses must be approved by special exception. Accessory uses are subject to the following requirements: the accessory use must be subordinate to the principal use; must be related to the principal use; is not a separate commercial or retail business; does not require separate signage; and does not increase traffic or parking beyond the principal use requirements. Additional restrictions governing accessory uses, including, but not limited to, size and parking may be determined by the planning and zoning board.

(3) Special exceptions. After public notice and hearing and appropriate conditions and safeguards, the planning and zoning board may permit as special exceptions:
   a. Funeral homes.
   b. Utilities substations.
   c. Hospitals and clinics.
   d. Public buildings.
   e. Cemeteries.
   f. Churches and church-sponsored businesses.
   g. Schools.
   h. Residential apartment units.
   i. Child care centers.

(c) Prohibited uses and structures.
(1) Mobile homes or housetrailers.
(2) Establishments for the conduct of retail trade.

(3) Storage yards or warehouses.

(4) Any structure or use not of a nature specifically or provisionally permitted herein.

(d) Development standards.

(1) Minimum lot or site size.

a. Single-family and other principal uses.
   1. Area: 6,000 square feet.
   2. Width: 60 feet.
   3. Depth: 100 feet.

b. Two-family.
   1. Area: 9,000 square feet.
   2. Width: 90 feet.
   3. Depth: 100 feet.

(2) Minimum building setbacks.

a. Front: 15 feet.

b. Side, interior lot: 7½ feet each side, or any combination of setbacks on each side that equals at least 15 feet, provided that no such setback shall be less than five feet.

c. Side, corner lot: 15 feet.

d. Rear: 25 feet.


(4) Maximum building restrictions.

a. Lot coverage: 40 percent.

b. Permissible building height: 35 feet.

(e) Applicable regulations.

(1) Parking regulations. See section 111-288.

(2) Special exceptions. Unless otherwise specified, special exceptions must comply with development standards for principal uses. If deemed appropriate by the planning and zoning board in order to grant a special exception, certain more stringent standards may be imposed. Any accessory use proposed as part of a special exception request must meet the following conditions: must not be for habitable purposes, must be subordinate to the principal use; must be related to principal use; is not a separate commercial or retail business; does not require separate signage and does not increase traffic or parking beyond the principal use requirements. Additional restrictions concerning accessory uses, including, but not limited to, size and parking may be determined by the planning and zoning board.
(3) **Residential apartment units.** When approved as a special exception, up to a maximum of three residential apartment units may be allowed per existing single-family structure, provided that the lot upon which the structure is located has a front lot line of at least 60 feet and a depth of at least 100 feet, and provided that at least one parking space per apartment unit is provided on-site; however, up to a maximum of four residential apartment units may be allowed when approved as a special exception, provided that the lot upon which the structure is located has a front lot line of at least 90 feet and depth of 100 feet, and provided that at least one parking space per apartment unit is provided on-site.

(4) **Supplemental regulations.** Provisions of article I of this chapter and article I of chapter 115 shall be applicable to certain lands within this district.

(LDC, art. IV)

Sec. 111-273. - C-1 general commercial downtown.

(a) **District intent.** The provisions of the C-1 District are intended to apply to areas that serve a wide variety of commercial needs of the community. This district accommodates certain residential and bed and breakfast applications, but these uses must accept existing commercial uses in the district and accept overall general commercial noise, traffic, smells, etc. (nuisances notwithstanding). Because all of the C-1 district falls within the historic district, it is the district intent that all development within the district have an aesthetic compatibility with the nature of the historic downtown.

(b) **Permitted uses and structures.**

(1) **Principal.**

a. Retail establishments.

b. Eating and drinking establishments.

c. Offices, studios.

d. Financial institutions.

e. Service establishments.

f. Hotel, motels.

g. Private clubs.

h. Public buildings.

i. Trade schools.

j. Funeral homes.

k. Utilities substations.

l. Indoor amusements.

m. Indoor theaters.
n. Repair services (small items).
o. Printing and publishing.
q. Laundromats.
r. Retail package stores.
s. Light manufacturing and assembly.
t. Boat sales and service/marine retail.
u. Retail and wholesale seafood establishments.
v. Museums, galleries.
w. One single-family dwelling, one apartment, or one residential apartment unit per 2,400 square feet of lot when combined with a commercial establishment. All such residential units may not extend beyond the total foundation footprint (may include porches, but not parking spaces and/or driveways) of the first commercial floor. Further, the residential units will not be permitted on the ground floor nor shall first floor parking garages, storage units or drive-throughs be considered commercial endeavors. Commercial and residential units will not be connected within the building. Separate entrances must be provided. The commercial areas in mixed use will not be used as auxiliary storage or convenience spaces for residential uses above. Nonconforming uses will be subject to penalties as provided in division 5 of chapter 101 of this code. All first floor uses will be consistent with principal uses outlined above.
x. Medical offices/clinics.
y. Veterinary clinics.
z. Service stations/convenience stores. Note: light automotive repair is an acceptable use provided it is done in conjunction with a service station operation.

aa. Stand-alone, single-family dwellings existing on the effective date of state department of economic opportunity's state register notice approving this provision.

bb. Bed and breakfast units.

1. On an upper floor above a first floor commercial business, provided the bed and breakfast use is compatible with the first floor commercial use; or

2. On the first and/or upper floor of a stand-alone, single-family dwelling existing on the effective date of state department of economic opportunity's state register notice approving this provision, provided the requirements of section 111-293(18) are met.

Note— Any change of use affecting intensity/density of use of land within this district will be subject to planning and zoning board review.
(2) Accessory. Accessory uses and structures customarily incidental and subordinate to permitted principal uses and structures. Accessory structures may not be constructed prior to principal use structures unless specifically identified as construction-related in nature. (Example: construction shed/workshop.) Accessory structures deemed to be construction-related in nature shall not be allowed to remain without a principal structure for a period of more than one year after a permit is issued.

c) Special exceptions. After public notice and hearing and appropriate conditions and safeguards, the planning and zoning board may permit, as special exceptions: other commercial uses compatible with the principal uses.

d) Prohibited uses and structures.

(1) Adult businesses.

(2) All uses and structures not of a nature specifically or provisionally permitted and any uses which in the opinion of the planning and zoning board is likely to be incompatible, dangerous or offensive to existing permitted uses in the district.

(e) Development standards.

(1) Minimum lot or site size; principal uses.

a. Platted lot of record (in most cases 30 feet by 80 feet: 2,400 square feet) platted prior to 1991. Existing platted lot may not be subdivided to create smaller lots. All proposed development must provide for adequate parking space as required in section 111-288. All required off-street parking will be provided either on the same parcel of land as the principal building or structure or on a separate parcel located within 500 feet of the principal building or structure. Clustering of development when it occurs on multiple lots will be encourage so long as such proposed development meets applicable lot size, parking and stormwater requirements. See building setbacks in subsection (e)(2) of this section.

b. All proposed development must provide for adequate parking space as required in section 111-288. All required off-street parking would be provided either on the same parcel of land as the principal building or structure or on a separate parcel located within 500 feet of the principal building or structure.

(2) Minimum building setbacks.

a. Front: zero feet.

b. Side, interior lot: none.

c. Side, corner lot: none.

d. Rear: zero feet.

(3) Minimum building size.

(4) Maximum building restrictions.
   a. Lot coverage: 80 percent.
   b. Permissible building height: 35 feet.

(5) Maximum building footprint. A single commercial development building footprint may not exceed 8,500 square feet.

(f) Applicable regulations.

(1) Parking regulations. See section 111-288.

(2) Special exceptions. Unless otherwise specified, special exceptions must comply with development standards for principal uses. If deemed appropriate by the planning and zoning board in order to grant a special exception, certain more stringent standards may be imposed. In particular, the planning and zoning board will consider compatibility of use in relation to adjacent properties when considering a special exception request. Any proposed use which is considered by the board to be incompatible with existing conforming use shall be grounds for denial of a special exception.

(3) Sign regulations. See chapter 113.

(4) Stormwater management plans. Commercial development requires a department of environmental regulation permitted stormwater management plan.

(5) Supplemental regulations. Provisions of article I of this chapter and article I of chapter 115 shall be applicable to all lands within this district. Those areas within this district, which fall within the special waterfront district, are also subject to applicable regulations.

(6) Sewer and water. All development within the C-1 general commercial district must be hooked up to the city water and sewer system.

(7) Development adjacent to wetlands. According to the city comprehensive plan (Coastal Management Element: Policy 2.2) the city's land use regulations shall prohibit high-density development proposed for areas within the special waterfront district adjacent to the waters or wetlands of the state. Development on lots adjacent to waters/wetlands will be restricted to 60 percent lot coverage. Further, lots that fall within the special waterfront district, which are adjacent to waters or wetlands of the state, will maintain a 20-foot buffer (ten feet in RF). See section 111-276(f)(7) for applicable types of development allowed within the special waterfront district buffer.

(8) Special waterfront district. Within the special waterfront district setback buffer (20-foot setback from the state waters/wetlands, ten feet in RF district), the only development allowed shall consist of docks, pervious walkways or elevated walkways. This setback shall otherwise consist of a natural vegetation buffer.
Sec. 111-274. - C-2 neighborhood commercial.

(a) District intent. The provisions of the C-2 district are intended to apply to areas within convenient traveling distance to one or more neighborhoods wherein small groups or retail commercial, professional, office and financial and other conventional commercial activities are permitted. This district is not intended to accommodate large-scale commercial or service activities or automotive or other type of more intensive commercial activities.

(b) Permitted uses and structures.

(1) Principal.
   a. Retail food and grocery.
   b. Retail drug stores.
   c. Retail hardwares.
   d. Retail variety stores.
   e. Retail specialties.
   f. Retail small appliances.
   g. Eating and drinking establishments.
   h. Offices, studios.
   i. Upholstery.
   j. Laundromats.
   k. Personal services (barber and beauty shops).
   l. Social, fraternal and recreational clubs.
   m. Antique shops.
   n. Financial institutions.
   o. Single-family.
   p. Utilities substations.
   q. Child care centers.

(2) Accessory. Customary uses and structures clearly incidental to one or more permitted uses and structures including dwelling units for owners or employees of permitted principal uses, provided that no such accessory use shall be of a nature prohibited as a principal use.

(c) Special exceptions. After public notice and hearing and appropriate conditions safeguards, the planning and zoning board may permit, as special exceptions the following:

(1) Bed and breakfasts.
(2) Indoor amusements (pool, billiard, similar uses).
(3) Service stations (no repair facilities).
(4) Two-family.
(5) Residential apartment units.
(d) Prohibited uses and structures.
(1) Junkyards.
(2) Mobile homes
(3) Residential travel trailers.
(4) Uses and structures not permitted as a special exception, principal use or accessory use of structure.
(5) Large-scale commercial activities.
(e) Development standards.
(1) Minimum lot or site size. Single-family and other principal uses:
   a. Area: 6,000 square feet.
   b. Width: 60 feet.
   c. Depth: 100 feet.
(2) Minimum building setbacks.
   b. Front: 15 feet.
   c. Side, inter or lot: 7½ feet each side, or any combination of setbacks on each that equals at least 15 feet, provided that no such setback shall be less than five feet.
   d. Side, corner lot: 15 feet.
   e. Rear: 25 feet.
(3) Other principal uses.
   a. Front: 15 feet.
   b. Side, interior lot: five feet.
   c. Side, corner lot: five feet.
   d. Rear: ten feet.
(f) Maximum building restrictions.
(1) Single-family.
   a. Lot coverage: 40 percent.
   b. Building height: 35 feet.
(2) Other principal uses.
   a. Lot coverage: 60 percent.
b. Permissible building height: 35 feet.

(g) **Applicable regulations.**

(1) *Parking regulations.* See section 111-288.

(2) *Sign regulations.* See chapter 113.

(3) **Special exceptions.** Unless otherwise specified, special exceptions must comply with development standards for principal uses. If deemed appropriate by the planning and zoning board in order to grant a special exception, certain more stringent standards may be imposed.

(4) **Residential apartment units.** When approved as a special exception, up to a maximum of three residential apartment units may be allowed per existing single-family structure, provided that the lot upon which the structure is located has a front lot line of at least 60 feet and a depth of at least 100 feet, and provided that at least one parking space per apartment unit is provided on-site; however, up to a maximum of four residential apartment units may be allowed when approved as a special exception, provided that the lot upon which the structure is located has a front lot line of at least 90 feet and a depth of 100 feet and provided that at least one parking space per apartment unit is provided on-site.

(5) **Stormwater management plans.** Commercial development requires a department of environmental regulation permitted stormwater plan.

(6) **Supplemental regulations.** Provisions of article I of this chapter and article I of chapter 115 shall be applicable to certain lands within this district.

(LDC, art. IV; Ord. No. 2011-C3, § II, 7-5-2011; Ord. No. 2018-02, § 2, 7-10-2018)

**Sec. 111-275. - C-3 highway commercial.**

(a) **District intent.** The provisions of the C-3 district are intended for areas suitable for light commercial and office development abutting arterial roads as defined in chapter 101. Special requirements addressing limitations placed on access are intended to minimize and control ingress and egress to arterial roadways and promote a smooth and safe traffic flow of the general traveling public. (See special requirements.)

(b) **Permitted uses and structures.**

(1) **Principal.**
   a. Hotels, motels, and bed and breakfasts.
   b. Restaurants.
   c. Antique shops.
   d. Business and professional offices.
   e. Medical offices.
f. Social and fraternal clubs and lodges.
g. Repair services.
h. Financial, insurance, and real estate services.
i. Personal services (barber and beauty shops).
j. Utilities substations.

(2) Accessory. Customary uses and structures clearly incidental to one or more permitted uses and structures including dwelling units for owners or employees of permitted principal uses provided that such accessory use shall not be of a nature prohibited as a principal use.

c. Special exceptions. After public notice and hearing and appropriate conditions and safeguards, the planning and zoning board may permit as special exceptions:

(1) Convenience stores.
(2) Retail specialties.
(3) Churches.
(4) Service stations.
(5) Single-family residential.
(6) Two-family residential.

d. Prohibited uses and structures.

(1) Mobile homes.
(2) House trailers.
(3) Residential travel trailers.
(4) Uses and structures not permitted as a special exception, principal use or accessory use and structure.
(5) All uses and structures not of a nature specifically or provisionally permitted and any uses which in the opinion of the planning and zoning board is likely to be dangerous or offensive to permitted uses in the district, or those who pass on public ways, because of odor, smoke, noise, fumes, gas, fire, vibrations or emission of particulate matter or hazardous because or unusual danger of fire or explosion.

e. Development standards.

(1) Minimum lot or site size. Principal uses:
a. Area: 6,000 square feet.
b. Width: 60 feet.
c. Depth: 100 feet.

(2) Minimum building setback.
a.
Front: 15 feet.

b. Side, interior lot: five feet.
c. Side, corner lot: five feet.
d. Rear: ten feet.

(3) **Maximum building restrictions.**

a. Lot coverage: 60 percent.
b. Permissible building height: 35 feet.

(4) **Applicable regulations.**

a. **Parking regulations.** See section 111-288.
b. **Special exceptions.** Unless otherwise specified, special exceptions must comply with development standards for principal uses. If deemed appropriate by the planning and zoning board in order to grant a special exception, certain more stringent standards may be imposed.
c. **Sign regulations.** See chapter 113.
d. **Stormwater management plans.** Commercial development requires a department of environmental regulation permitted stormwater plan.
e. **Supplemental regulations.**

Provisions of article I of this chapter and article I of chapter 115 shall be applicable to certain lands within this district.

(LDC, art. IV)

Sec. 111-276. - C-4 riverfront commercial district.

(a) **District intent.** The provisions of the C-4 district are intended to provide for the economic needs of the city residents by accommodating a variety of commercial land used along the Apalachicola River waterfront. This district accommodates certain upper floor residential and bed and breakfast applications, but these uses must accept existing commercial uses in the district and accept overall general commercial noise, traffic, smells, etc. (nuisances notwithstanding). No stand-alone, sing-e-family dwelling shall be allowed.

(b) **Permitted uses and structures.**

(1) **Principal.**

a. Retail and wholesale building materials.
b. Automotive repair, sales and rental.
c. Veterinary hospitals, medical clinics and offices.
d. Light manufacturing and assembly.
e. Printing and publishing.

f. Boat sales and services.

g. Retail and wholesale activities.

h. Retail and wholesale seafood.

i. Ship repair yards with dry-dock facilities.

j. Marine supplies.

k. One single-family dwelling, one apartment, or one residential apartment unit per 2,400 square feet of lot when combined with a commercial establishment. All such residential units shall not extend beyond the total foundation footprint (may include porches, but not parking spaces and/or driveways) of the first commercial floor. Further, the residential units will not be permitted on the ground floor, nor shall first floor parking garages, storage units or drive-throughs be considered commercial endeavors. Commercial and residential units will not be connected within the building. Separate entrances must be provided. Upstairs residential use shall be compatible with the first floor commercial use.

l. Hotels, motels.

m. Eating and drinking establishments.

n. Offices/studios.

o. Museums/galleries.

p. Bed and breakfast units, on an upper floor above a first floor commercial business. Upstairs bed and breakfast use shall be compatible with the first floor commercial use.

Note—Any change of use affecting any intensity/density of use of land within this district shall be subject to planning and zoning board review.

(2) Accessory. Accessory structures customarily incidental and subordinate to permitted principal uses and structures shall not be constructed prior to principal use structures. The only exception to this provision is for a temporary construction trailer which houses materials and tools, construction trailers shall not be allowed to remain without a principal structure for a period of more than one year after a permit is issued.

(c) Special exceptions. After public notice and hearing and appropriate conditions and safeguards, the planning and zoning board may permit as special exceptions: other commercial uses compatible with the principal uses.

(d) Prohibited uses and structures.

(1) All uses and structures not of a nature specifically or provisionally permitted and any uses which in the opinion of the planning and zoning board is likely to be incompatible, dangerous or offensive to existing permitted uses in the district; and
(2) Adult businesses.

(e) Development standards.

(1) Minimum lot or site size. Principal uses: platted lot of record (in most cases 30 feet by 80 feet: 2,400 square feet) platted prior to 1991. Existing platted lot may not be subdivided to create smaller lots. All proposed development must provide for adequate parking space as required in section 111-288. All required off-street parking will be provided either on the same parcel of land as the principal building or structure or on a separate parcel located within 500 feet of the principal building or structure. Clustering of development when it occurs on multiple lots will be encourage so long as such proposed development meets applicable lot size, parking and stormwater requirements. See building setbacks in subsection (e)(2) of this section.

(2) Minimum building setbacks.

a. Front: zero or the minimum distance required to provide elevated access to the building.

b. Side: five feet. Note: the minimum five-foot setback may be reduced to zero, provided appropriate fire safety standards (firewalls, etc.) are met.

c. Rear: zero or the balance between what is necessary to set back on the front and still meet a 20-foot overall setback from front/rear.

Note—It is the intent within this district to require the footprint of all new construction be flush with the front lot lines, as much as possible to encourage walking traffic. It is recommended that all new construction direct parking and vehicular access to the back of the building via alley/easement access.

It is understood that elevation requirements vary within the district and may not allow for adequate access to build to the front lot line; thereby, this provision would allow development to be set back the minimum required to provide such access. Elevated access, when applicable, shall be compatible with adjacent lot access.


(4) Maximum building footprint. A single commercial development building footprint may not exceed 8,500 square feet.

(5) Maximum building restrictions.

a. Lot coverage: 65 percent. See subsection (f)(6) of this section for additional requirements.

b. Permissible building height: 35 feet.

(f) Applicable regulations.

(1) Stormwater management plans. Commercial development requires a department of environmental regulation permitted stormwater plan and review by city engineers.

(2)
Special exceptions. Unless otherwise specified, special exceptions shall comply with development standards for principal uses. If deemed appropriate by the planning and zoning board in order to grant a special exception, certain more stringent standards may be imposed.

(3) Parking regulations. See section 111-288.

(4) Sign regulations. See chapter 113.

(5) Supplemental regulations. Provisions of article I of this chapter and article I of chapter 115 shall be applicable to all lands within this district. Those areas within this district which fall within the special waterfront district are also subject to applicable regulations.

(6) Development adjacent to wetlands. According to the city comprehensive plan (Coastal Management Element: Policy 2.2) the city's land use regulations shall prohibit high-density development proposed for areas within the special waterfront district adjacent to the waters or wetlands of the state. Development on lots adjacent to waters/wetlands will be restricted to 60 percent lot coverage. Further, lots that fall within the special waterfront district, which are adjacent to waters or wetlands of the state, will maintain a 20-foot buffer (ten feet in RF). See subsection (7) of this section for applicable types of development allowed within the special waterfront district buffer.

(7) Special waterfront district. Within the special waterfront district setback buffer (20-foot setback from the state waters/wetlands, ten feet in RF district), the only development allowed shall consist of docks, pervious walkways or elevated walkways. This setback shall otherwise consist of a natural vegetation buffer.

(8) Hotels/motels. See the sections 111-292 and 111-293 for specific development standards that apply to uses in this district.

(LDC, art. IV; Ord. No. 2006-01, 2-7-2006; Ord. No. 2018-02, § 2, 7-10-2018)
Sec. 101-8. - Definitions.

   The following words, terms and phrases, when used in this land development code, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

   Abandoned sign means a sign which no longer identifies or advertises a bona fide business, lessor service, owner, product or activity, time of event passed, and/or for which no legal owner can be found. The definition of the term "abandoned sign" shall also include any sign structure, which no longer supports the sign for which it was designed.

   Abutting property means any property that is immediately adjacent to or contiguous to property that may be subjected to any hearing required to be held under this code, or that is located immediately across any road or public right-of-way from the property subject to any hearing under this code.

   Accessibility requirements means design criteria that respond to the special needs of persons with disabilities, as a specified in the most recent published federal and state guideline.

   Accessory building and uses means a structure or a use customarily incidental and subordinate to the principal structure or use and located on the same lot. Accessory structures shall not be used for habitable purposes. Accessory buildings shall not be constructed until a principal structure is in place.

   Accessory sign means a permanent ground or building sign that is permitted under this Code as incidental to an existing or proposed use of land.

   Accessory use means a use of land or structure or portion thereof customarily incidental and subordinate to the principal use of the land or structure and located on the same parcel.

   Accommodations means any hotel, motel, tourist court, roominghouse, bed and breakfast or rental unit intended to be used for transient persons or tourists for overnight lodging or longer. Any business containing one or more rental units renting for a time period of less than one month shall be deemed an accommodation facility. Non-accommodations shall be any activity other than one which may be classified as an accommodations activity.

   Adult business means an establishment having 15 percent of its stock in trade being pornographic materials.

   Adult use establishment means a site or premises, or portion thereof, upon which adult use activities or operations are conducted.

   Advertising means sign copy intended to directly or indirectly promote the sale or use of a product, service, commodity, entertainment, or real or personal property.

   "A" frame or sandwich sign means a sign so named because of the inverted "V"-shaped structure and utilization of copy on both sides, facing opposite directions. These signs are usually painted on wood or metal surfaces, usually resting on the ground with no permanent attachment.
Transient accommodations means any unit, group of units, building or group of buildings within a single complex of buildings, that is rented for less than an entire calendar month, or for a period of 30 or less consecutive days spanning two months, and that is advertised or held out to the public as a place regularly rented to transients. Forms of transient accommodations include the following:

1. Motel means a group of transient accommodation units under one ownership located on one tract of land designed primarily for access by automobile. The term "motel dwelling" is hereby defined as a single room or group of rooms with facilities that are used or intended to be occupied for sleeping and sanitation by one family at a time. Laundry facilities and cooking facilities other than a microwave oven shall not be provided in said rental unit.

2. Hotel means a structure primarily for transient guests and confined within one principal building except for necessary accessory buildings. The term "hotel dwelling" is hereby defined as a single room or group of rooms with facilities that are used or intended to be occupied for sleeping and sanitation by one family at a time. Laundry facilities and cooking facilities other than a microwave oven shall not be provided in said rental unit.

3. Bed and breakfast means a place where tourists, transients, travelers or persons desiring overnight accommodations are provided with sleeping and sanitary facilities. Cooking facilities other than a microwave oven are not allowed in an individual bed and breakfast room, but they are allowed within a common kitchen area.

Travel trailer park or court means a park or court, licensed and approved by the state department of health and rehabilitative services, and established to carry on the business of parking travel trailers.

Tree means a self-supporting woody plant having one or more well-defined trunks capable of being maintained with a clear trunk and normally growing to an overall height at maturity of a minimum of 15 feet. For the purpose of this definition, palms shall be considered trees. Any such plant with a caliper of four inches or more, measured four feet above ground level, is considered a tree.

Tree canopy means the top layer or crown of mature trees.

Unit means that part of a multiple occupancy complex housing one occupant.

Use means the purpose for which land or water or the structure thereon is designated to the extent covered by chapter 111, article III.

Used or occupied, as applied to any land or building, includes the terms "intended to be used or occupied," "arranged to be used or occupied," or "designed to be used or occupied."

Utility includes publicly- or privately-owned or -operated water, sewer, stormwater management, or gas facilities; and electrical, telephone, or cable television lines and facilities.
Variance means a granting of relief by the board of adjustment from the requirements of this Code, by the floodplain administrator or the city commission from the requirements of chapter 107, or the flood-resistant construction requirements of the Florida Building Code, which permits construction in a manner that would not otherwise be permitted by this code or the Florida Building Code.

Vehicle sign means any sign affixed to a vehicle.

Veterinary clinic or hospital means any building or portion thereof designed or used for the veterinary care, surgical procedures or treatment of animals, but not the board of well animals.

Wall. See Fences, hedges and walls.

Wall sign means a sign applied to or mounted to the wall or surface of a building or structure, the display surface which does not project more than six inches from the outside wall of such a building or structure.

Watercourse means a river, creek, stream, channel or other topographic feature in, on, through, or over which water flows at least periodically.

Water-dependent use means activities which can be carried out only on, in or immediately adjacent to water areas because the use requires access to the water body for waterborne transportation, including ports or marinas; recreation; electrical generating facilities; or water supply.

Water-related uses means activities which are not directly dependent upon access to a water body, but which provide goods and services that are directly associated with water-dependent or waterway uses and/or provide supportive services to persons using a duly permitted marina.

Well means any excavation that is drilled, cored, bored, washed, driven, dug, jetted, or otherwise constructed when the intended use of such excavation is to conduct groundwater from an aquifer or aquifer system to the surface by pumping or natural flow, to conduct waters or other liquids from the surface into any area beneath the surface of land or water by pumping or natural flow, or to monitor the characteristics of groundwater within an aquifer system.

Well field protection zone means an area extending 200 feet radially from any well supplying potable water to the city water system.

Wetland means an area within the landward extent of surface waters of the state, pursuant to F.A.C. 62-340.300, or any area which is inundated or saturated by surface water or groundwater at a frequency and a duration sufficient to support, and which under normal circumstances does support, a prevalence of vegetation typically adapted for life in saturated soils. The city's determination of wetlands shall be consistent with state determinations of jurisdiction.

Wind sign means any sign, part of a sign or series of signs designed or erected in such a manner as to move when subjected to wind pressure.
**Window sign** means any sign, pictures, symbol or combination thereof, designed to communicate information about an activity, business, commodity, event, sale or service that is attached inside a window or upon the window panes or glass and is visible from the exterior of the window.

**Yard** means an open space at grade between a main building and the adjoining lot lines. In measuring a yard, the depth of a front yard or the depth of a rear yard, the minimum horizontal distance between the lot line and the main building shall be used.

**Yard, front,** means a yard extending across the front of a lot between the side lot lines and being the minimum horizontal distance between the street line and the principal building or any projections thereof, other than the projections of uncovered steps, uncovered balconies or uncovered porches.

**Yard, rear,** means a yard extending across the rear of a lot between the side lot lines and being the minimum horizontal distance between the rear property line and the rear of the principal building or any projections thereof, other than the projections of uncovered steps, balconies or porches. On all corner lots, the rear yard shall be at the opposite end of the lot from the front yard.

**Yard, side,** means a yard between the main building and the side line of the lot extending from the front yard to the rear yard and being the minimum horizontal distance between a side lot line and the side of the main building or any projection thereof.

(LDC, art. II, § III; LDC, art. V, § C; LDC, art. VI(VI), § B(4); LDC, art. XIV, § 11; LDC, art. XV, § 300; Ord. No. 89-5, art. II, 6-6-1989; Ord. No. 91-3, § 300, 7-2-1991; Ord. No. 91-7, § I, 12-3-1991; Ord. No. 91-8, art. II, 12-3-1991; Ord. No. 2006-05, 10-3-2006; Ord. No. 2011-01, § II, 2-8-2011; Ord. No. 2017-04, 4-4-2017; Ord. No. 2017-05, § 1, 4-4-2017; Ord. No. 2017-07, § 1, 8-8-2017; Ord. No. 2018-02, § 1, 7-10-2018; Ord. No. 2020-03, § 1, 5-5-2020)
Sec. 111-292. - Transient lodging.

Dimensional requirements.

(1) Hotel/motel.
   
a. Minimum number of units: 11.
b. Maximum number of units: 50.
c. Minimum square footage per unit: 200 square feet.
d. Maximum square footage per unit: 600 square feet.
e. Permissible building height: 35 feet.
f. Maximum lot coverage: Refer to district standards.
g. Maximum impervious surface ratio: Refer to district standards.
h. Minimum building lot size: that amount of land necessary to accommodate the desired number of units (minimum of 11 units) and still adhere to lot coverage and infrastructure requirements.
i. Minimum width: Refer to district standards.
j. Minimum depth: Refer to district standards.
k. Setbacks: Refer to district standards.

(2) Bed and breakfast.
   
a. Minimum number of units: two (per building).
b. Maximum number of units: ten (per building).
c. Minimum building lot size: that amount of land necessary to accommodate the desired number of units (minimum of two units) and still adhere to lot coverage and infrastructure requirements.

(LDC, art. X; Ord. No. 2017-04, § 4, 4-4-2017; Ord. No. 2017-07, § 3, 8-8-2017)

Sec. 111-293. - Additional regulations.

In addition to any existing regulations relating to hotel/motel development found elsewhere in the land development regulations, the following criteria shall apply to all transient lodging facilities:

(1) All units in all transient lodging facilities (hotel/motel/bed and breakfast) within the city shall be considered transient accommodation units and must be made available as rentals on a continual daily or weekly basis but for a period of time less than 30 consecutive days. If the occupancy of any such unit does not change more frequently than 12 times or more in any continuous 12-month period, then a rebuttable presumption shall arise that the unit is not being used for transient accommodations.
(2) Proper licensing will be required of all transient lodging units.

(3) A reservation system shall be required as an integral part of the hotel/motel facility for the rental of units.

(4) For hotels/motels, there shall be a lobby/front desk area that is internally oriented, operated for transient lodging, and occupied or accessible by staff on a 24-hour basis.

(5) All units shall be subject to all applicable tourist tax collections when rented.

(6) For hotels/motels, all units must be included in the inventory of units that are available for rent.

(7) Annual occupational licenses for each business operating a transient lodging facility shall be required from the city.

(8) All transient lodging facilities must have sufficient signage viewable by the general public designating the uses as such.

(9) The books and records of the transient lodging facility pertaining to the rentals of each unit in a hotel/motel facility shall be open for inspection by authorized representatives of the city, upon reasonable notice, in order to confirm compliance with these regulations as allowed by general law.

(10) The city may require affidavits of compliance with this section from each hotel/motel facility owner.

(11) Each hotel/motel facility shall have no more than one potable water tap and one electrical hookup.

(12) Time-sharing of hotel/motel/bed and breakfast units shall not be permitted.

(13) Cooking facilities, other than microwave ovens, are not allowed in transient lodging (hotel/motel/B&B) facility units.

(14) Transient lodging facilities (hotels/motels) located along the riverfront must provide access to the riverfront and provide boardwalk access along the waterfront and give a perpetual easement to the city for the general public.

(15) Transient lodging facilities (applies to hotels, motels and bed and breakfasts) must be located in appropriate zoning districts as provided in the zoning chapter.

(16) All transient lodging facilities must meet applicable parking, stormwater and site plan requirements as provided in the zoning chapter.

(17) In the general commercial zone C-1 or riverfront commercial zone C-4, a building having a first floor commercial use may have a bed and breakfast use on an upper floor provided all applicable requirements are met.

(18)
In the general commercial zone C-1, the first and/or upper floor of a stand-alone, single-family dwelling existing on the effective date of state department of economic opportunity's state register notice approving this provision may be converted to a bed and breakfast use, provided that the first floor dwelling footprint is not expanded and all parking, floodplain management provisions, and other applicable requirements are met.

CITY OF APALACHICOLA
ORDINANCE 2017-07

AN ORDINANCE AMENDING ORDINANCE 91-7 WHICH ADOPTS THE CITY OF APALACHICOLA LAND DEVELOPMENT CODE REVISIONING SECTION II (LANGUAGE AND DEFINITIONS), SECTION IV (ZONING DISTRICTS AND REGULATIONS), AND SECTION X (TRANSIENT LODGING); AMENDING ORDINANCE 2005-08; AMENDING ORDINANCE 2006-01; AMENDING ORDINANCE 2006-05; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREBIT; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, under the current rules and regulations of the Land Development Code, the City Commission deems it necessary and important to keep updating the Land Development Code to reflect current activity within the City of Apalachicola; and

WHEREAS, after public workshops and obtaining citizen input, the Apalachicola Planning and Zoning Board and Apalachicola City Commission deems it necessary to revise the above referenced ordinances.

NOW THEREFORE EE IT ENACTED BY THE PEOPLE OF THE CITY OF APALACHICOLA, FLORIDA THE FOLLOWING REVISIONS RELATING TO ABOVE REFERENCED ORDINANCES:

SECTION 1: LDC SECTION II – LANGUAGE AND DEFINITIONS REVISIONS

SECTION II – LANGUAGE AND DEFINITIONS

Revise the definitions of “Apartment”, “Boarding and Rooming Houses”, “Dwelling”, “Dwelling Multi-Family”, “Dwelling Single-Family”, “Dwelling Two-Family”, “Residential Apartment Unit”, and “Transient Accommodations” (including “Motel”, “Hotel”, and “Bed and Breakfast”) to read as follows:

Apartment – A single dwelling unit rented for thirty (30) or more consecutive days and containing a room or suite of rooms together with a kitchen or kitchenette and sanitary facilities. The minimum required size for an apartment unit is five hundred (500) square feet of enclosed, heated living area.

Boarding and Rooming Houses – A building or part thereof, other than a hotel, motel or restaurants, where meals and/or lodging are provided for compensation for three (3) or more unrelated persons where no cooking or dining facilities are provided in individual rooms.

Dwelling – Any building or portion thereof which is designed for or used for residential purposed but does not include a trailer coach or converted trailer, hotel, motel, boarding house, or rooming house.
Dwelling, Multi-Family – A residential building designed for or occupied exclusively by three (3) or more families, with the number of families in residence not exceeding the number of dwelling units provided, and with only structural maintenance services furnished by the management. The minimum required size for a multi-family dwelling unit is five hundred (500) square feet of enclosed, heated living area.

Dwelling, Single-Family – A residence used or intended to be used as a home in which the use and management fall sleeping quarters and appliances for sanitation, cooking, ventilation, heating and lighting are designed for the use of one (1) family, and with partitioning so that any substantial interior portion of the dwelling is accessible without resort to exterior access, and the building shall have only one kitchen and one electrical meter. The minimum required size for a single-family dwelling is eight hundred (800) square feet of enclosed, heated living area.

Dwelling, Two-Family – A residential building designed for or occupied by two (2) families (duplex), with the number of families in residence not exceeding the number of dwelling units provided. The minimum required size for each of the two units within a two-family dwelling is five hundred (500) square feet of enclosed, heated living area.

Residential Apartment Unit – A single-family structure existing prior to the original adoption of this Code that may be modified so as to allow more than one family to reside within with separate housekeeping facilities, providing there is a minimum of 500 square feet of enclosed, heated living area per apartment unit.

Transient Accommodations – Any unit, group of units, building or group of building within a single complex of buildings, that is 1) rented for less than an entire calendar month, or for a period of thirty (30) or less consecutive days spanning two (2) months, and that is 2) advertised or held out to the public, as a place regularly rented to transients. Forms of transient accommodations include the following:

1. Motel – A group of transient accommodation units under one (1) ownership located on one (1) tract of land designed primarily for access by automobile. A motel dwelling is hereby defined as a single room or group of rooms with facilities that are used or intended to be occupied for sleeping and sanitation by one family at a time. Laundry facilities and cooking facilities other than a microwave oven shall not be provided in said rental unit.

2. Hotel – A structure primarily for transient guests and confined within one (1) principal building except for necessary accessory buildings. A hotel dwelling is hereby defined as a single room or group of rooms with facilities that are used or intended to be occupied for sleeping and sanitation by one family at a time. Laundry facilities and cooking facilities other than a microwave oven shall not be provided in said rental unit.

3. Bed and Breakfast – A place where tourist, transients, travelers or persons desiring overnight accommodations are provided with sleeping and sanitary facilities. Cooking
facilities other than a microwave oven are not allowed in an individual bed and breakfast room, but they are allowed within a common kitchen area.

SECTION 2 – LDC SECTION IV – ZONING DISTRICTS AND REGULATIONS REVISIONS

SECTION IV – ZONING DISTRICTS AND REGULATIONS

Add Supplementary Regulations Section IV.E.12.u. to read as follows:

E. Supplementary Regulations

12. Architectural design, aesthetic, and safety standards for single-family dwellings

a. To promote consistency within residential neighborhoods in the City, the following architectural design and aesthetic standards shall apply to all stand-alone, newly-constructed or structurally or materially altered single-family dwellings in all zoning districts except R-3, mobile and manufactured home residential. These standards to not apply to upper-floor, single-family dwellings above first-floor businesses in commercial zones C-1 and C-4.

As used in this section, "immediate neighborhood" means single-family dwellings whose property lines lie within 500 feet of the subject property and which are in zoning districts other than R-3.

The standards in this section shall apply to subdivisions and the Historic District, but covenants or restrictions for these areas that are more stringent than these standards take precedence over these standards. The "immediate neighborhoods" for such subdivision is the subdivision itself, and "immediate neighborhood" for the Historic District is the District itself.

Revise R-3 (mobile home residential) Applicable Regulations at Section 3 to read as follows:

R-3 MOBILE HOME RESIDENTIAL

APPLICABLE REGULATIONS

3. Multi-Family Housing
   1. Fifty percent (50%) maximum lot coverage which shall include impervious surface.

   2. Maximum of one ground floor dwelling unit per 2,000 square feet of total building site.
3. Minimum dwelling unit size shall be 500 square feet.

4. Maximum of twenty (20) dwelling units per acre at total build out.

Revise O/R (office residential) Principal Permitted Uses and Structures to read as follows:

O/R OFFICE RESIDENTIAL

PERMITTED USES AND STRUCTURES PRINCIPAL

1. Single Family Residential
2. Two Family Residential
3. Professional Offices and Services
4. Studios and Galleries for Photography, Music, Art, Dance, Vocal and Drama
5. Medical Offices and Services
6. Bed and Breakfasts

Revise O/R (office residential) Special Exceptions to read as follows:

O/R OFFICE RESIDENTIAL

SPECIAL EXCEPTIONS: After public notice and hearing and appropriate conditions and safeguards, the Planning and Zoning Board may permit as special exceptions:

1. Funeral Homes
2. Utilities Substations
3. Hospitals and Clinics
4. Public Buildings
5. Cemeteries
6. Churches and Church Sponsored Businesses
7. Schools
8. Residential Apartment Units
9. Child Care Centers

Revise C-1 (general commercial downtown) District Intent to read as follows:

C-1 GENERAL COMMERCIAL DOWNTOWN

DISTRICT INTENT

The provisions of the C-1 District are intended to apply to areas that serve a wide variety of commercial needs of the community. This district accommodates certain residential and bed-and-breakfast applications, but these uses must accept existing commercial uses in the district and
accept overall general commercial noise, traffic, smells, etc. (nuisances notwithstanding). Because all of C-1 falls within the Historic District, it is the district intent that all development within the district have an aesthetic compatibility with the nature of the Historic Downtown.

Revise C-1 (general commercial downtown) Permitted Uses and Structures Principal #23 to read as follows:

C-1 GENERAL COMMERCIAL DOWNDOWN

PERMITTED USES AND STRUCTURES PRINCIPAL

23. One Single-Family Dwelling, one Apartment, or one Residential Apartment Unit per 2,400 square feet of lot when combined with a commercial establishment. All such residential units may not extend beyond the total foundation footprint (may include porches, but not parking spaces and/or driveways) of the first commercial floor. Further, the residential units will not be permitted on the ground floor nor shall first floor parking garages, storage units or drive-throughs be considered commercial endeavors. Commercial and residential units will not be connected within the building. Separate entrances must be provided. The commercial areas in mixed use will not be used as auxiliary storage or convenience spaces for residential uses above. Nonconforming uses will be subject to penalties as provided in Section III.D. of this code. All first floor uses will be consistent with principal uses outlined above.

Revise C-1 (general commercial downtown) Permitted Uses and Structures Principals to add #27 and #28 to read as follows:

27. Stand-alone, single-family dwellings existing on the effective date of Florida Department of Economic Opportunity’s State Register notice approving this provision.

28. Bed and Breakfast Units:

   a. On an upper floor above a first-floor commercial business provided the bed and breakfast use is compatible with the first-floor commercial use, or

   b. On the first and/or upper floor of a stand-alone, single-family dwelling existing on the effective date of Florida Department of Economic Opportunity’s State Register notice approving this provision provided the requirements of code Section X, Additional Regulations requirement number (18), are met.

Revise C-2 (neighborhood commercial) "Special Execution" to read "Special Exceptions".

Revise C-2 (neighborhood commercial) Special Exceptions to read as follows:
C-2 NEIGHBORHOOD COMMERCIAL

SPECIAL EXCEPTIONS: After public notice and hearing and appropriate conditions safeguards, the Planning and Zoning Board may permit, as special exceptions:

1. Bed and Breakfasts
2. Indoor Amusements (Pool, Billiard, Similar Uses)
3. Service Stations (No Repair Facilities)
4. Two Family
5. Residential Apartment Units

Revised C-3 (highway commercial) Principal Permitted Uses and Structures to read as follows:

C-3 HIGHWAY COMMERCIAL

PERMITTED USES AND STRUCTURES PRINCIPAL

1. Hotels, Motels, and Bed and Breakfasts
2. Restaurants
3. Antique Shops
4. Business and Professional Offices
5. Medical Offices
6. Social and Fraternal Clubs and Lodges
7. Repair Services
8. Financial, Insurance, and Real Estate Services
9. Personal Services (barber and beauty shops)
10. Utilities Substations

Revised C-4 Commercial District to read as C-4 Riverfront Commercial District.

Revised C-4 (riverfront commercial district) District Intent to read as follows:

C-4 RIVERFRONT COMMERCIAL DISTRICT

DISTRICT INTENT

The provisions of the C-4 District are intended to provide for the economic needs of the City residents by accommodating a variety of commercial land used along the Apalachicola River waterfront. This district accommodates certain upper-floor residential and bed-and-breakfast applications, but these uses must accept existing commercial uses in the district and accept overall general commercial noise, traffic, smells, etc. (nuisances notwithstanding). No stand-alone, single-family dwelling shall be allowed.
Revise C-4 (riverfront commercial district) Principal Permitted Uses and Structures to read as follows:

C-4 RIVERFRONT COMMERCIAL DISTRICT

PERMITTED USES AND STRUCTURES PRINCIPAL

1. Retail and Wholesale Building Materials
2. Automotive Repair, Sales and Rental
3. Veterinary Hospitals, Medical Clinics and Offices
4. Light Manufacturing and Assembly
5. Printing and Publishing
6. Boat Sales and Services
7. Retail and Wholesale Activities
8. Retail and wholesale Seafood
9. Ship Repair Yards with Dry-dock facilities
10. Marine Supplies

11. One Single-Family Dwelling, one Apartment, or one Residential Apartment Unit per 2,400 square feet of lot when combined with a commercial establishment. All such residential units shall not extend beyond the total foundation footprint (may include porches, but not parking spaces and/or driveways) of the first commercial floor. Further, the residential units will not be permitted on the ground floor nor shall first floor parking garages, storage units or drive-throughs be considered commercial endeavors. Commercial and residential units will not be connected within the building. Separate entrances must be provided. Upstairs residential use shall be compatible with the first-floor commercial use.

12. Hotels, Motels
13. Eating and Drinking Establishments
14. Offices/Studios
15. Museums/Galleries

16. Bed and Breakfasts units, on an upper floor above a first-floor commercial business. Upstairs bed and breakfast use shall be compatible with the first-floor commercial use.

SECTION 3 - LDC SECTION X - TRANSIENT LODGING REVISIONS

SECTION X - TRANSIENT LODGING

Revise Section X (transient lodging) Dimensional Requirements to read as follows:
SECTION X TRANSIENT LODGING

DIMENSIONAL REQUIREMENTS

Hotel/Motel
- Minimum number of units: 11
- Maximum number of units: 50
- Minimum square footage per unit: 200 square feet
- Maximum square footage per unit: 600 square feet
- Permissible building height: 35 feet
- Maximum lot coverage: Refer to district standards
- Maximum impervious surface ratio: Refer to district standards

Minimum building lot size: That amount of land necessary to accommodate desired number of units (minimum 11 units) and still adhere to lot coverage and infrastructure requirements.

- Minimum width: Refer to district standards
- Minimum depth: Refer to district standards
- Setbacks: Refer to district standards

Bed and Breakfast
- Minimum number of units: 2 (per building)
- Maximum number of units: 10 (per building)

Minimum building lot size: That amount of land necessary to accommodate desired number of units (minimum 2 units) and still adhere to lot coverage and infrastructure requirements.

Revise Section X (transient lodging) Additional Regulations to read as follows:

SECTION X TRANSIENT LODGING

ADDITIONAL REGULATIONS

In addition to any existing regulations relating to hotel/motel development found elsewhere in the land development regulations, the following criteria shall apply to all transient lodging facilities:

1. All units in all transient lodging facilities (hotel/motel/B&B) within the City of Apalachicola shall be considered transient accommodation units and must be made available as rentals on a continual daily or weekly basis but for a period of time less than 30 consecutive days. If the occupancy of any such unit does not change more frequently than
12 times or more in any continuous 12 month period, then a rebuttable presumption shall arise that the unit is not being used for transient accommodations.

2. Proper licensing will be required of all transient lodging units.

3. A reservation system shall be required as an integral part of the hotel/motel facility for the rental of units.

4. For hotels/motels, there shall be a lobby/front desk area that is internally oriented, operated for transient lodging, and occupied or accessible by staff on a 24-hour basis.

5. All units shall be subject to all applicable tourist tax collections when rented.

6. For hotels/motels, all units must be included in the inventory of units that are available for rent.

7. Annual occupational licenses for each business operating a transient lodging facility shall be required from the City of Apalachicola.

8. All transient lodging facilities must have sufficient signage viewable by the general public designating the use as such.

9. The books and records of the transient lodging facility pertaining to the rentals of each unit in a hotel/motel facility shall be open for inspection by authorized representatives of the City of Apalachicola, upon reasonable notice, in order to confirm compliance with these regulations as allowed by general law.

10. The City of Apalachicola may require affidavits of compliance with this section from each hotel/motel facility owner.

11. Each hotel/motel facility shall have no more than 1 potable water tap and 1 electric hookup.

12. Time sharing of hotel/motel/B&B units shall not be permitted.

13. Cooking facilities other than microwave ovens are not allowed in transient lodging (hotel/motel/B&B) facility units.

14. Transient lodging facilities (hotel/motel) located along the riverfront must provide access to the riverfront and provide boardwalk access along the waterfront and give a perpetual easement to the City of Apalachicola for the general public.
15. Transient lodging facilities (applies to hotels, motels and bed and breakfasts) must be located in appropriate zoning districts as provided in Ordinance 91-7 Zoning Code.

16. All transient lodging facilities must meet applicable parking, stormwater and site plan requirements as provided in Ordinance 91-7 Zoning Code.

17. In General Commercial Zone C-1 or Riverfront Commercial Zone C-4, a building having a first-floor commercial use may have a bed and breakfast use on an upper floor provided all applicable requirements are met.

18. In General Commercial Zone C-1, the first and/or upper floor of a stand-alone, single-family dwelling existing on the effective date of Florida Department of Economic Opportunity's State Register notice approving this provision may be converted to a bed-and-breakfast use provided that the first floor dwelling footprint is not expanded and all parking, Floodplain Management Ordinance, and other applicable requirements are met.

SECTION 4: All ordinances or parts of ordinances in conflict herewith, to the extent of such conflict are hereby repealed.

This Ordinance was read and adopted on AUGUST 8, 2017. Motion to adopt Ordinance made by Commissioner ASH, second by Commissioner COOK.

Voting Aye: ELLIOTT, ASH, COOK, MAYOR JOHNSON
Voting Nay: NONE

FOR THE CITY COMMISSION OF THE CITY OF APALACHICOLA

ATTEST:

Lee Mathes, City Administrator  Van W. Johnson, Sr., Mayor
STATE OF FLORIDA
DEPARTMENT OF ECONOMIC OPPORTUNITY

In re: A LAND DEVELOPMENT REGULATION
ADOPTED BY CITY OF APALACHICOLA,
ORDINANCE NO. 2017-07

FINAL ORDER
APPROVING APALACHICOLA ORDINANCE NO. 2017-07

The Department of Economic Opportunity ("Department") hereby issues its Final Order, pursuant to Section 380.05(6), Florida Statutes, approving land development regulations adopted by the City of Apalachicola ("City"), Ordinance No. 2017-07 (the "Ordinance").

FINDINGS OF FACT

1. The Apalachicola Bay Area is designated by Section 380.0555, Florida Statutes, as an area of critical state concern. The City is within the Apalachicola Bay Area.

2. The Ordinance was adopted by the City on August 8, 2017, and rendered to the Department on August 9, 2017.

3. The Ordinance amends the City’s Land Development Regulations by amending sections II, IV, and X of the Land Development Code. The Ordinance revises various definitions in Section II, revises zoning district regulations to promote architectural design and safety standards for single family dwellings, revises the minimum dwelling unit size for multifamily housing, revises the dimensional requirements for Hotels/Motels and Bed and Breakfasts, revises zoning district regulations to permit Bed and Breakfasts in commercial zones and, establishes additional regulations relating to transient lodging.
CONCLUSIONS OF LAW

4. The Department is required to approve or reject land development regulations that are adopted by any local government in an area of critical state concern. See Section 380.05(6), Florida Statutes.

5. "Land development regulations" include local zoning, subdivision, building, and other regulations controlling the development of land. Section 380.031(8), Florida Statutes. The regulations adopted by the Ordinance are land development regulations.

6. The Ordinance is consistent with the City's Comprehensive Plan as required by section 163.3177(1), Florida Statutes, generally, and specifically Future Land Use Objective No. 2, Policies 2.5 and 2.6.

7. All land development regulations enacted, amended, or rescinded within an area of critical state concern must be consistent with the principles for guiding development for that area. See Section 380.05(6), Florida Statutes. The Principles for Guiding Development for the Apalachicola Bay Area of Critical State Concern are set forth in section 380.0555(7), Florida Statutes.

8. The Ordinance is consistent with the Principles for Guiding Development in section 380.0555(7), Florida Statutes, as a whole, and is specifically consistent with the following Principles:

   (a) Land development shall be guided so that the basic functions and productivity of the Apalachicola Bay Area's natural land and water systems will be conserved to reduce or avoid health, safety, and economic problems for present and future residents of the Apalachicola Bay Area.

   (b) Land development shall be consistent with a safe environment, adequate community facilities, a superior quality of life, and a desire to minimize environmental hazards.
(c) Growth and diversification of the local economy shall be fostered only if it is consistent with protecting the natural resources of the Apalachicola Bay Area through appropriate management of the land and water systems.

WHEREFORE, IT IS ORDERED that the Department finds that the City of Apalachicola Ordinance No. 2017-07 is consistent with the City of Apalachicola’s Comprehensive Plan and the Principles for Guiding Development for the Apalachicola Bay Area of Critical State Concern and is hereby APPROVED.

This Final Order becomes final 21 days after publication in the Florida Administrative Register unless a petition is timely filed as described in the Notice of Administrative Rights below.

DONE AND ORDERED in Tallahassee, Florida.

[Signature]

James D. Stansbury, Bureau Chief
Bureau of Community Planning and Growth
Department of Economic Opportunity
NOTICE OF ADMINISTRATIVE RIGHTS

ANY PERSON WHOSE SUBSTANTIAL INTERESTS ARE AFFECTED BY THIS FINAL ORDER HAS THE OPPORTUNITY FOR AN ADMINISTRATIVE PROCEEDING PURSUANT TO SECTION 120.569, FLORIDA STATUTES.

FOR THE REQUIRED CONTENTS OF A PETITION CHALLENGING AGENCY ACTION, REFER TO RULES 28-106.104(2), 28-106.201(2), AND 28-106.301, FLORIDA ADMINISTRATIVE CODE.

DEPENDING ON WHETHER OR NOT MATERIAL FACTS ARE DISPUTED IN THE PETITION, A HEARING WILL BE CONDUCTED PURSUANT TO EITHER SECTIONS 120.569 AND 120.57(1), FLORIDA STATUTES, OR SECTIONS 120.569 AND 120.57(2), FLORIDA STATUTES.

ANY PETITION MUST BE FILED WITH THE AGENCY CLERK OF THE DEPARTMENT OF ECONOMIC OPPORTUNITY WITHIN 21 CALENDAR DAYS OF THE FINAL ORDER BEING PUBLISHED IN THE FLORIDA ADMINISTRATIVE REGISTER. A PETITION IS FILED WHEN IT IS RECEIVED BY:

AGENCY CLERK
DEPARTMENT OF ECONOMIC OPPORTUNITY
OFFICE OF THE GENERAL COUNSEL
107 EAST MADISON ST., MSC 110
TALLAHASSEE, FLORIDA 32399-4128
FAX 850-921-3230

YOU WAIVE THE RIGHT TO ANY ADMINISTRATIVE PROCEEDING IF YOU DO NOT FILE A PETITION WITH THE AGENCY CLERK WITHIN 21 CALENDAR DAYS OF THE FINAL ORDER BEING PUBLISHED IN THE FLORIDA ADMINISTRATIVE REGISTER.
CERTIFICATE OF FILING AND SERVICE

I HEREBY CERTIFY that the original of the foregoing Final Order has been filed with the undersigned designated Agency Clerk, and that true and correct copies have been furnished to the following persons by the methods indicated this ___ day of October, 2017.

Agency Clerk
Department of Economic Opportunity
107 East Madison Street, MSC 110
Tallahassee, FL 32399-4128

By Certified U.S. Mail:
The Honorable Van W. Johnson, Sr., Mayor
Recreation & Community Service Complex
192 Coach Wagoneer Boulevard, Suite 1
Apalachicola, Florida 32320

Deborah Guillotte, City Clerk
Apalachicola City Hall
1 Avenue E.
Apalachicola, Florida 32320

Cindy Clark, City Planner
Apalachicola City Hall
1 Avenue E.
Apalachicola, Florida 32320

Lee Methca, City Administrator
Apalachicola City Hall
1 Avenue E.
Apalachicola, Florida 32320

The City of Apalachicola is organized under the Florida Constitution, Chapter 125, Florida Statutes, section 403.0893, Florida Statues, and Section Florida Statutes. It is the duty of the City to construct, maintain, improve, and extend systems of water, stormwater management, and to create, develop, and to regulate the Use of Stormwater Management System.
APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: November 7, 2023

SUBJECT: Community Rating System

AGENDA INFORMATION:

Agenda Location: Unfinished Business
Item Number: 4
Department: Administration
Contact: Commissioner Grove
Presenter: Commissioner Grove

BRIEF SUMMARY:
The city has participated in the Federal Emergency Management Agency’s (FEMA) National Flood Insurance Program since 1983. This allows residents to purchase flood insurance to protect their property from flooding and flood insurance is required by mortgage companies. FEMA’s Community Rating System (CRS) is a program that enables communities to further reduce premiums by participating in a voluntary program that rewards communities for adopting practices that reduce flood risk. The City has been on a path to gain approval for entering the Community Rating System (CRS) for many years.

- Attached letter from DEM State Floodplain Manager Steve Martin dated August 22, 2017, stating the city has completed the steps to enter the program.
- Resolution 2017-15
- Amended land development code that regulates fill and address stormwater in flood-prone areas.
- Developed amendments to the Comp Plan.

The city was also awarded a grant in 2018 for $40,000 from DEO (agreement # PO295). The deliverables for the grant were to:

Acquire permitting software, equipment, and training necessary to establish a comprehensive floodplain management permitting system for participation in the National Flood Insurance Program’s Community Rating System. A conversation with the former staff revealed the city acquired the software but it is unknown whether the training was completed. This was in 2017.

As part of the grant, the city also developed fill and stormwater regulations and updated coastal management elements in the Comp Plan to incorporate recommendations from the 2017 Vulnerability Study.
RECOMMENDED MOTION AND REQUESTED ACTIONS: Meet with ISO representative and see what is needed. City staff member become a Certified Floodplain Manager.

FUNDING SOURCE:

ATTACHMENTS:
- Letter from State Floodplain Manager
- Resolution 2017-15
- Grant agreement # PO295

STAFF’S COMMENTS AND RECOMMENDATIONS:
August 22, 2017

The Honorable Van W. Johnson, Sr., Mayor
The City of Apalachicola
1 Avenue E.
Apalachicola, FL 32320

RE: Closure of National Flood Insurance Program Community Assistance Visit (CAV) Report:

Dear Mayor Johnson:

The City of Apalachicola has successfully resolved all issues noted in the CAV report transmitted to the City on February 23, 2015. The report notes numerous structures that either did not have an Elevation Certificate (EC) on file or had ECs with corrections needed, or where we observed procedural errors with Section 103.3 of the City’s Flood Damage Prevention Ordinance (FDPO).

This City was successful in resolving issues in the report concerning ECs, Substantial Improvements and anchoring propane tanks. Therefore, the SFMO finds that the City of Apalachicola is appropriately and effectively implementing its floodplain management program in accordance with the NFIP. The SFMO is closing the CAV Report and by copy of this letter advising FEMA that the City has a compliant floodplain program and is eligible for continued participation in the National Flood Insurance Program.

The SFMO strongly encourages and supports Apalachicola’s interest to participate in the Community Rating System (CRS) that will help improve flood resiliency and reduce the cost of NFIP flood insurance for policy holders with structures in flood zones. To ensure future compliance with the NFIP, the City should adopt a resolution committing to implement the State’s Seven Performance Measures. The City must submit CRS documentation to enable the SFMO to advise FEMA that Apalachicola is eligible to participate in CRS.

Should you have questions on community participation in the NFIP, closure of the CAV Report, please contact Ms. Julie Beller, at (850) 815-4506 or by email Julie.Beller@em.myflorida.com.

Sincerely,

[Signature]
Steve Martin, CFM
NFIP Coordinator and State Floodplain Manager
Bureau of Mitigation

cc: Lee Mathes, City Administrator/FPA
Janice Mitchell, FEMA Region IV, Floodplain Management and Insurance Branch
Sherry Harper, Senior Technical Coordinator, ISO Community Hazard Mitigation
Julie Beller, Floodplain Coordinator, SFMO
Josh Overmyer, CRS Specialist, FDEM
CITY OF APALACHICOLA
RESOLUTION 2017-15

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF APALACHICOLA TO IMPLEMENT PERFORMANCE MEASURES TO ACHIEVE ELIGIBILITY FOR COMMUNITY RATING SYSTEM

WHEREAS, the City of Apalachicola has been a National Flood Insurance Program (NFIP) participant in good standing since 1983, and seeks to improve its flood resiliency by participating in the Community Rating System (CRS), and

WHEREAS, the City of Apalachicola has designated special flood hazard areas on NFIP flood insurance rate maps that were adopted on July 18, 1983, and the community has 254 flood policies, and

WHEREAS, the City of Apalachicola has reviewed and re-dedicated itself to meeting all requirements for joining the NFIP that it adopted by Resolution when it first joined the voluntary NFIP, and

WHEREAS, the City of Apalachicola has been determined to be compliant by the Florida Division of Emergency Management by virtue of a 2015 Community Area Visit (CAV) that was closed on August 22, 2017, and

WHEREAS, the City of Apalachicola has developed and is actively implementing “performance measures” to ensure that its floodplain management program meets and exceeds the minimum requirements of the NFIP, and

WHEREAS, it is the intent of the Apalachicola City Commission to participate in the CRS program and strive to exceed the minimum NFIP requirements set forth in Parts 59, 60, and 65 of the National Flood Insurance Program Regulations (Title 44 of the Code of Federal Regulations) and by implementing the Florida’s unified minimum CRS credits will act to adopt additional measures that may improve its CRS rating.

NOW, THEREFORE BE IT RESOLVED, that the City Commission of the City of Apalachicola hereby assures the State of Florida Division of Emergency Management and the Department of Homeland Security’s Federal Emergency Management Agency (FEMA) that it will enact as necessary, and maintain in force in those areas having flood, or flood-related hazards, adequate land use and floodplain regulations with effective enforcement provisions necessary to implement an NFIP-compliant program and to implement the seven performance measures required to ensure consistency with enhanced performance measures to participate in the CRS program as referenced and incorporated herein, and

Vests the Apalachicola Floodplain Administrator and his/her associates with the responsibility, authority and means to implement the following performance measures which are incorporated by reference and attached:

1. Adopt a flood damage prevention ordinance based on the State model that is coordinated with the Florida Building Code.

2. Conduct annual inspections of development in SFHAs to be reported annually that addresses identified compliance issues to be resolved through enforcement and mitigation to the maximum extent possible.
3. Administer a flood zone permit application for regulating all development in SFHAs with procedures and checklists approved by State and Region IV.

4. Ensure accurate completion of all elevation certificates before vertical construction and prior to issuance of certificates of occupancy.

5. Annually disseminate letters to utility companies concerning tanks that must be elevated or anchored and new HVAC equipment that must be elevated above the BFE.

6. Administer substantial improvement/damage determination procedures approved by State and Region IV staff and maintenance of permanent records of determinations.

7. Provide DFRIRMS or links to DFRIRMS and elevation certificates on the community’s website where feasible.

The City Commission of the City of Apalachicola also agrees to take such other official action as may be reasonably necessary to carry out the objectives of the CRS Program.

Adopted this 3rd day of October, 2017.

FOR THE CITY COMMISSION OF THE
CITY OF APALACHICOLA, FLORIDA

ATTEST

Lee Mathes, City Administrator

Van W. Johnson, Sr., Mayor
COMMUNITY PLANNING TECHNICAL ASSISTANCE
GRANT AGREEMENT
STATE OF FLORIDA
DEPARTMENT OF ECONOMIC OPPORTUNITY

THIS GRANT AGREEMENT ("Agreement") is made and entered into by and between the State of Florida, Department of Economic Opportunity ("DEO"), and the City of Apalachicola ("Grantee"). DEO and Grantee are sometimes referred to herein individually as a "Party" and collectively as "the Parties."

WHEREAS, DEO has the authority to enter into this Agreement and distribute State of Florida funds ("Award Funds") in the amount and manner set forth in this Agreement and in the following Attachments incorporated herein as an integral part of this Agreement:

- **Attachment 1:** Scope of Work
- **Attachment 1-A:** Invoice: Grantee's Subcontractor(s) (Contractual Services)
- **Attachment 1-B:** Invoice: Grantee's Employee(s)
- **Attachment 1-C:** Invoice: Combination of Grantee's Subcontractor(s) and Grantee's Employee(s)
- **Attachment 1-D:** Grant Agreement Final Closeout Form
- **Attachment 2 and Exhibit 1 to Attachment 2:** Audit Requirements
- **Attachment 3:** Audit Compliance Certification

WHEREAS, the Agreement and its aforementioned Attachments are hereinafter collectively referred to as the "Agreement", and if any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the Attachments shall control, but only to the extent of the conflict or inconsistency;

WHEREAS, Grantee hereby represents and warrants that Grantee's signatory to this Agreement has authority to bind Grantee to this Agreement as of the Effective Date and that Grantee, through its undersigned duly-authorized representative in his or her official capacity, has the authority to request, accept, and expend Award Funds for Grantee's purposes in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, for and in consideration of the covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound hereby agree to perform the duties described herein in this Agreement as follows:

A. AGREEMENT PERIOD

This Agreement is effective as of July 1, 2018 (the "Effective Date") and shall continue until the earlier to occur of (a) June 30, 2019 (the "Expiration Date") or (b) the date on which either Party terminates this Agreement (the "Termination Date"). The period of time between the Effective Date and the Expiration Date or Termination Date is the "Agreement Period".

B. FUNDING

This Agreement is a cost reimbursement Agreement. DEO shall pay Grantee up to **Forty Thousand Dollars ($40,000)** in consideration for Grantee's performance under this Agreement. DEO, in its
sole and absolute discretion, may provide Grantee an advance of Award Funds under this Agreement. Travel expenses are authorized under this Agreement. Grantee shall submit bills for such travel expenses and shall be reimbursed only in accordance with s. 112.061, F.S., and the Invoice Submittal Procedures delineated in Attachment 1: Scope of Work. DEO shall not pay Grantee’s costs related to this Agreement incurred outside of the Agreement Period. In conformity with s. 287.0582, F.S., the State of Florida and DEO’s performance and obligation to pay any Award Funds under this Agreement is contingent upon an annual appropriation by the Legislature. DEO shall have final unchallengeable authority as to both the availability of funds and what constitutes an “annual appropriation” of funds. Grantee shall not expend Award Funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency. Grantee shall not expend Award Funds to pay any costs incurred in connection with any defense against any claim or appeal of the State of Florida or any agency or instrumentality thereof (including DEO); or to pay any costs incurred in connection with the prosecution of any claim or appeal against the State of Florida or any agency or instrumentality thereof (including DEO), which Grantee instituted or in which Grantee has joined as a claimant. Grantee shall either (i) maintain Award Funds in a separate bank account, or (ii) expressly designate in Grantee’s business records and accounting system that the Award Funds originated from this Agreement. Grantee shall not commingle Award Funds with any other funds. DEO may refuse to reimburse Grantee for purchases made with commingled funds. Grantee’s costs must be in compliance with all laws, rules, and regulations applicable to expenditures of State funds, including the Reference Guide for State Expenditures (https://www.myfloridacfo.com/aadir/reference_guide/Reference_Guide_For_State_Expenditures.pdf).

C. ELECTRONIC FUNDS TRANSFER

Within 30 calendar days of the date the last Party has signed this Agreement, Grantee shall enroll in Electronic Funds Transfer (EFT) from the State’s Chief Financial Officer. Copies of the Authorization form and a sample blank enrollment letter can be found on the vendor instruction page at: http://wwwfldfs.com/aadir/direct_deposit_web/Vendors.html. Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, EFT shall make invoice payments.

D. RENEGOTIATION OR MODIFICATION

The Parties agree to renegotiate this Agreement if federal and/or state revisions of any applicable laws or regulations make changes to this Agreement necessary. In addition to changes necessitated by law, DEO may at any time, with written notice to Grantee, make changes within the general scope and purpose of this Agreement, at DEO’s sole and absolute discretion. Such changes may include modifications of the requirements, changes to processing procedures, or other changes as decided by DEO. Grantee shall be responsible for any due diligence necessary to determine the impact of each aforementioned modification or change. Any modification of this Agreement Grantee requests must be in writing and duly signed and dated by all Parties in order to be valid and enforceable.

E. AUDITS REQUIREMENTS AND COMPLIANCE

1. Section 215.971(1), Florida Statutes ("F.S."). Grantee shall comply with all applicable provisions of s. 215.97, F.S., and Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements. Grantee shall perform the deliverables and tasks set forth in Attachment 1, Scope of Work. Grantee may only expend Award Funds for allowable costs resulting from obligations incurred during the Agreement Period. Grantee shall refund to DEO any: (1)
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balance of unobligated Award Funds which have been advanced or paid to Grantee; or (2) Award Funds paid in excess of the amount to which Grantee is entitled under the terms and conditions of this Agreement and Attachments hereto, upon expiration or termination of this Agreement.

2. **Audit Compliance.** Grantee understands and shall comply with the requirements of s. 20.055(5), F.S. Grantee agrees to reimburse the State for the reasonable costs of investigation the Inspector General or other authorized State official incurs for investigations of Grantee’s compliance with the terms of this or any other agreement between the Grantee and the State which results in the suspension or debarment of Grantee. Grantee shall not be responsible for any costs of investigations that do not result in Grantee’s suspension or debarment.

**F. RECORDS AND INFORMATION RELEASE**

1. **Records Compliance.** DEO is subject to the provisions of chapter 119, F.S., relating to public records. Any document Grantee submits to DEO under this Agreement may constitute public records under the Florida Statutes. Grantee shall cooperate with DEO regarding DEO’s efforts to comply with the requirements of chapter 119, F.S.. Grantee shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S. for records made or received by Grantee in connection with this Agreement. Grantee shall immediately notify DEO of the receipt and content of any request by sending an e-mail to PRRequest@deo.myflorida.com within one business day after receipt of such request. Grantee shall indemnify, defend, and hold DEO harmless from any violation of Florida’s public records laws wherein DEO’s disclosure or nondisclosure of any public record was predicated upon any act or omission of Grantee. As applicable, Grantee shall comply with Section 501.171, F.S.. DEO may terminate this Agreement if Grantee fails to comply with Florida’s public records laws. Grantee shall allow public access to all records made or received by Grantee in connection with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution or s. 119.07(1), F.S.

2. **Identification of Records.** Grantee shall clearly and conspicuously mark all records submitted to DEO if such records are confidential and exempt from public disclosure. Grantee’s failure to clearly mark each record and identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to delivery of the record to DEO serves as Grantee’s waiver of a claim of exemption. Grantee shall 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 as long as those records are confidential and exempt pursuant to Florida law. If DEO’s claim of exemption asserted in response to Grantee’s assertion of confidentiality is challenged in any court of law, Grantee shall defend, assume, and be responsible for all fees, costs, and expenses in connection with such challenge.

3. **Keeping and Providing Records.** DEO and the State have an absolute right to view, inspect, or make or request copies of any records arising out of or related to this Agreement. The Grantee has an absolute duty to keep and maintain all records arising out of or related to this Agreement. DEO may request copies of any records made or received in connection with this Agreement, or arising out of Grantee’s use of Award Funds, and Grantee shall provide DEO with copies of any records within 10 business days after DEO’s request at no cost to DEO. Grantee shall maintain all books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all
expenditures of Award Funds. For avoidance of doubt, Grantee’s duties to keep and provide records to DEO includes all records generated in connection with or as a result of this Agreement. Upon expiration or termination of this Agreement, the Grantee shall transfer, at no cost, to DEO all public records in possession of Grantee or keep and maintain public records required by DEO to perform the service. If the Grantee keeps and maintains public records upon completion of this Agreement, the Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to DEO, upon request from DEO’s custodian of records, in a format that is compatible with the information technology systems of DEO.

4. Audit Rights. Representatives of the State of Florida, DEO, the State Chief Financial Officer, the State Auditor General, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Grantee’s books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

5. Single Audit Compliance Certification. Annually within 60 calendar days of the close of Grantee’s fiscal year, Grantee shall electronically submit a completed Audit Compliance Certification (a version of this certification is attached hereto as Attachment 3) to Audit@deo.myflorida.com. Grantee’s timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement for all agreements between DEO and Grantee.

6. Ensure Compliance. Grantee shall ensure that any entity which is paid from, or for which Grantee’s expenditures will be reimbursed by, Award Funds, is aware of and will comply with the aforementioned audit and record keeping requirements.

7. Contact Custodian of Public Records for Questions. IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-7140, via e-mail at PRRequest@deo.myflorida.com, or by mail at Department of Economic Opportunity, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.

G. TERMINATION

1. Termination due to Lack of Funds: In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, DEO may terminate this Agreement upon no less than twenty-four (24) hour written notice to Grantee. DEO shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Agreement to another program thus causing “lack of funds.” In the event of termination of this Agreement under this provision, Grantee will be paid for any work satisfactorily completed prior to notification of termination. The lack of funds shall not constitute DEO’s default under this Agreement.
2. Termination for Cause: DEO may terminate the Agreement if Grantee fails to: (1) deliver the services within the time specified in the Agreement or any extension; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term of the Agreement; or (4) abide by any statutory, regulatory, or licensing requirement. The rights and remedies of DEO in this clause are in addition to any other rights and remedies provided by law or under the Agreement. Grantee shall not be entitled to recover any cancellation charges or lost profits.

3. Termination for Convenience: DEO, by written notice to Grantee, may terminate this Agreement in whole or in part when DEO determines in DEO’s sole and absolute discretion that it is in DEO’s interest to do so. Grantee shall not provide any deliverable pursuant to Attachment 1: Scope of Work after it receives the notice of termination, except as DEO otherwise specifically instructs Grantee in writing. Grantee shall not be entitled to recover any cancellation charges or lost profits.

4. Grantee’s Responsibilities Upon Termination: If DEO issues a Notice of Termination to Grantee, except as DEO otherwise specifies in that Notice, Grantee shall: (1) Stop work under this Agreement on the date and to the extent specified in the notice; (2) complete performance of such part of the work DEO does not terminate; (3) take such action as may be necessary, or as DEO may specify, to protect and preserve any property which is in the possession of Grantee and in which DEO has or may acquire an interest; and (4) upon the effective date of termination, Grantee shall transfer, assign, and make available to DEO all property and materials belonging to DEO pursuant to the terms of this Agreement and all Attachments hereto. Grantee shall not receive additional compensation for Grantee’s services in connection with such transfers or assignments.

5. Force Majeure and Notice of Delay from Force Majeure. Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party’s control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party’s performance obligation under this Agreement. If the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Grantee believes is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, Grantee shall notify DEO in writing of the delay or potential delay and describe the cause of the delay either: (1) within 10 calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE GRANTEE’S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section is a condition precedent to such remedy. DEO, in its sole discretion, will determine if the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against DEO. Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from DEO for direct, indirect, consequential,
Impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless DEO determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to DEO or the State, in which case, DEO may terminate the Agreement in whole or in part.

H. BUSINESS WITH PUBLIC ENTITIES

Grantee is aware of and understands the provisions of s. 287.133(2)(a), F.S., and s. 287.134(2)(a), F.S. As required by s. 287.135(5), Grantee certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S.; (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 s. 215.473, F.S.; (4) engaged in business operations in Cuba or Syria; or (5) engaged in business operations with the government of Venezuela or in any company doing business with the government of Venezuela. DEO may immediately terminate this Agreement if Grantee submits a false certification as to the above, or if Grantee is placed on the Scrutinized Companies that Boycott Israel List, engages in a boycott of Israel, is 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 engaged in business operations in Cuba, Syria, or Venezuela.

I. CONTINUING DISCLOSURE OF LEGAL PROCEEDINGS

Prior to execution of this Agreement, Grantee must disclose in a written statement to DEO's Agreement Manager all prior or on-going civil or criminal litigation, investigations, arbitration or administrativa proceedings (collectively "Proceedings") involving Grantee (and each subcontractor). Thereafter, Grantee has a continuing duty to promptly disclose all Proceedings upon occurrence. This duty of disclosure applies to Grantee's or subcontractor's officers and directors when any Proceeding relates to the officer or director's business or financial activities. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such. Grantee shall promptly notify DEO's Agreement Manager of any Proceeding relating to or affecting the Grantee's or subcontractor's business. If the existence of such Proceeding causes the State concern about Grantee's ability or willingness to perform the Agreement, then upon DEO's request, Grantee shall provide to DEO's Agreement Manager all reasonable assurances that: (i) Grantee will be able to perform the Agreement in accordance with its terms and conditions; and (ii) Grantee and/or its employees, agents, or subcontractor(s) have not and will not engage in conduct in performing services for DEO which is similar in nature to the conduct alleged in such Proceeding.

J. ADVERTISING AND SPONSORSHIP DISCLOSURE

1. Limitations on Advertising of Agreement. DEO does not endorse any Grantee, commodity, or service. Subject to chapter 119, F.S., Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from DEO, including, but not limited to mentioning this Agreement in a press release or other promotional material, identifying DEO or the State as a reference, or otherwise linking Grantee's name and either a description of the Agreement or the name of DEO or the State in any material published,
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either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual employees, agents, representatives, or subcontractors with the professional skills necessary to perform the work services required by the Agreement.

2. Disclosure of Sponsorship. As required by Section 286.25, F.S., if Grantee is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: “Sponsored by (Grantee’s name) and the State of Florida, Department of Economic Opportunity.” If the sponsorship reference is in written material, the words “State of Florida, Department of Economic Opportunity” shall appear in the same size letters or type as the name of the organization.

K. INVOICES AND PAYMENTS

1. Grantee will provide DEO’s Agreement Manager invoices in accordance with the requirements of the State of Florida Reference Guide for State Expenditures (https://www.myfloridacfo.com/aadir/reference_guide/Reference_Guide_for_State_Expenditures.pdf), with detail sufficient for a proper pre-audit and post-audit thereof. Grantee shall comply with the Invoice Submittal and Payment provisions of Section 10 of Attachment 1, Scope of Work, and with the following requirements:

   a. Invoices must be legible and must clearly reflect the goods/services that were provided in accordance with the terms of the Agreement for the invoice period. Payment does not become due under the Agreement until the invoiced deliverable(s) and any required report(s) are approved and accepted by DEO.

   b. Invoices must contain the Grantee’s name, address, federal employer identification number or other applicable Grantee identification number, the Agreement number, the Grantee’s invoice number, an invoice date, the dates of service, the deliverable number, a description of the deliverable, a statement that the deliverable has been completed, and the amount being requested. DEO or the State may require any additional information from Grantee that DEO or the State deems necessary to process an Invoice.

   c. Invoices must be submitted in accordance with the time requirements specified in the Scope of Work.

2. At DEO’s or the State’s option, Grantee may be required to invoice electronically pursuant to guidelines of the Department of Management Services.

3. Payment shall be made in accordance with section 215.422, F.S., Rule 691-24, F.A.C., and section 287.0585, F.S., which govern time limits for payment of invoices. Section 215.422, F.S., provides that agencies have five (5) working days to inspect and approve goods and services unless the Scope of Work specifies otherwise. DEO has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved. The Scope of Work may specify conditions for retainage. Invoices returned to a Grantee due to preparation errors will result in a delay of payment. Invoice payment requirements do not start until a properly completed invoice is provided to DEO. DEO is responsible for all payments under the Agreement.
4. Section 55.03(1), F.S., identifies the process applicable to the determination of the rate of interest payable on judgments and decrees, and pursuant to section 215.422(3)(b), F.S., this same process applies to the determination of the rate of interest applicable to late payments to vendors for goods and services purchased by the State and for contracts which do not specify a rate of interest. The applicable rate of interest is published at:

http://www.myfloridacfo.com/aadir/interest.htm

5. Grantee shall submit the final invoice for payment to DEO no later than 60 days after the Agreement ends or is terminated. If Grantee fails to do so, DEO, in its sole discretion, may refuse to honor any requests submitted after this time period and may consider Grantee to have forfeited any and all rights to payment under this Agreement.

L. RETURN OR RECOUPMENT OF FUNDS

1. Recoupment. Notwithstanding anything in this Agreement to the contrary, DEO has an absolute right to recoup Award Funds. DEO may refuse to reimburse Grantee for any cost if DEO determines that such cost was not incurred in compliance with the terms of this Agreement. DEO may demand a return of Award Funds if DEO terminates this Agreement. The application of financial consequences as set forth in the Scope of Work is cumulative to any of DEO’s rights to recoup Award Funds. Notwithstanding anything in this Agreement to the contrary, in no event shall the application of any financial consequences or recoupment of Award Funds exceed the amount of Award Funds, plus interest.

2. Overpayments. If Grantee’s (a) noncompliance with this Agreement or any applicable federal, state, or local law, rule, regulation or ordinance, or (b) Grantee’s performance or nonperformance of any term or condition of this Agreement results in (i) an unlawful use of Award Funds; (ii) a use of Award Funds that doesn’t comply with the terms of this Agreement; or (iii) a use which constitutes a receipt of Award Funds to which Grantee is not entitled (each such event an “Overpayment”), then Grantee shall return such Overpayment of Award Funds to DEO.

3. Discovery of Overpayments. Grantee shall refund any Overpayment of Award Funds to DEO within 30 days of Grantee’s discovery of an Overpayment, or receipt of notification from DEO that an Overpayment has occurred. DEO is the final authority as to what may constitute an Overpayment of Award Funds. Refunds should be sent to DEO’s Agreement Manager, and made payable to the “Department of Economic Opportunity”. Should repayment not be made in a timely manner, DEO may charge interest at the lawful rate of interest on the outstanding balance beginning 30 days after the date of notification or discovery.

4. Right of Set-Off. DEO and the State shall have all of its common law, equitable and statutory rights of set-off, including, without limitation, the State’s option to withhold for the purposes of set-off any moneys due to Grantee under this Agreement up to any amounts due and owing to DEO with respect to this Agreement, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audits by the State or its representatives.
M. INSURANCE

Unless Grantee is a state agency or subdivision as defined in s. 768.28(2), F.S., Grantee shall provide and maintain at all times during this Agreement adequate commercial general liability insurance coverage. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

Grantee, at all times during the Agreement, at Grantee’s sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with this Agreement, which, as a minimum, shall be: workers’ compensation and employer’s liability insurance in accordance with chapter 440, F.S., with minimum employer’s liability limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policy shall cover all employees engaged in any Agreement work.

Grantee shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with this Agreement, as required by law, and as otherwise necessary and prudent for the Grantee’s performance of its operations in the regular course of business. The limits of coverage under each policy maintained by Grantee shall not be interpreted as limiting Grantee’s liability and obligations under this Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida, and such policies shall cover all employees engaged in any Agreement work. Grantee shall maintain any other insurance required in the Scope of Work. Upon request, Grantee shall produce evidence of insurance to DEO.

DEO shall not pay for any costs of any insurance or policy deductible, and payment of any insurance costs shall be Grantee’s sole responsibility. Providing and maintaining adequate insurance coverage is a material obligation of Grantee, and failure to maintain such coverage may void the Agreement, at DEO’s sole and absolute discretion, after DEO’s review of Grantee’s insurance coverage when Grantee is unable to comply with DEO’s requests concerning additional appropriate and necessary insurance coverage. Upon execution of this Agreement, Grantee shall provide DEO written verification of the existence and amount for each type of applicable insurance coverage. Within 30 calendar days of the effective date of the Agreement, Grantee shall furnish DEO proof of applicable insurance coverage by standard ACORD form certificates of insurance. In the event that an insurer cancels any applicable coverage for any reason, Grantee shall immediately notify DEO of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within 15 business days after the cancellation of coverage. Copies of new insurance certificates must be provided to DEO’s Agreement Manager with each insurance renewal.

N. CONFIDENTIALITY AND SAFEGUARDING INFORMATION

Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws will govern disclosure of any confidential information received by the State of Florida.

Grantee must implement procedures to ensure the appropriate protection and confidentiality of all data, files, and records involved with this Agreement.

Except as necessary to fulfill the terms of this Agreement and with the permission of DEO, Grantee shall not divulge to third parties any confidential information obtained by Grantee or its agents,
distributors, resellers, subcontractors, officers, or employees in the course of performing Agreement work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or DEO.

Grantee shall not use or disclose any information concerning a recipient of services under this Agreement for any purpose in conformity with state and federal law or regulations except upon written consent of the recipient, or Recipients’ responsible parent or guardian when authorized by law, if applicable.

When Grantee has access to DEO’s network and/or applications, in order to fulfill Grantee’s obligations under this Agreement, Grantee shall abide by all applicable DEO Information Technology Security procedures and policies. Grantee (including its employees, subcontractors, agents, or any other individuals to whom Grantee exposes confidential information obtained under this Agreement), shall not store, or allow to be stored, any confidential information on any portable storage media (e.g., laptops, thumb drives, hard drives, etc.) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of Agreement.

Grantee shall immediately notify DEO in writing when Grantee, its employees, agents, or representatives become aware of an inadvertent disclosure of DEO’s unsecured confidential information in violation of the terms of this Agreement. Grantee shall report to DEO any Security Incidents of which it becomes aware, including incidents sub-contractors or agents reported to Grantee. For purposes of this Agreement, “Security Incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of DEO information in Grantee’s possession or electronic interference with DEO operations; provided, however, that random attempts at access shall not be considered a security incident. Grantee shall make a report to DEO not more than seven business days after Grantee learns of such use or disclosure. Grantee’s report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Grantee has done or shall do to mitigate any detrimental effect of the unauthorized use or disclosure, and (v) what corrective action Grantee has taken or shall take to prevent future similar unauthorized use or disclosure. Grantee shall provide such other information, including a written report, as DEO’s Information Security Manager requests.

In the event of a breach of security concerning confidential personal information involved with this Agreement, Grantee shall comply with Section 501.171, F.S., as applicable. When notification to affected persons is required under this section of the statute, Grantee shall provide that notification, but only after receipt of DEO’s written approval of the contents of the notice. Defined statutorily, and for purposes of this Agreement, “breach of security” or “breach” means the unauthorized access of data in electronic form containing personal data. Good faith acquisition of personal information by an employee or agent of the Grantee is not a breach, provided the information is not used for a purpose unrelated to the Grantee’s obligations under this Agreement or is not subject to further unauthorized use.

O. PATENTS, COPYRIGHTS, AND ROYALTIES

1. All legal title and every right, interest, claim or demand of any kind, in and to any patent, trademark or copyright, or application for the same, or any other intellectual property right to, the work developed or produced under or in connection with this Agreement, is the exclusive property of DEO to be granted to and vested in the Florida Department of State for
the use and benefit of the state; and no person, firm or corporation shall be entitled to use the same without the written consent of the Florida Department of State. Any contribution by the Grantee or its employees, agents or contractors to the creation of such works shall be considered works made for hire by the Grantee for DEO and, upon creation, shall be owned exclusively by DEO. To the extent that any such works may not be considered works made for hire for DEO under applicable law, Grantee agrees, upon creation of such works, to automatically assign to DEO ownership, including copyright interests and any other intellectual property rights therein, without the necessity of any further consideration.

2. If any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Agreement, Grantee shall refer the discovery or invention to DEO who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida.

3. Where activities supported by this Agreement produce original writings, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, DEO has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to allow others acting on behalf of DEO to do so. Grantee shall give DEO written notice when any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced.

4. Notwithstanding any other provisions herein, in accordance with s. 1004.23, F.S., a State University is authorized in its own name to perform all things necessary to secure letters of patent, copyrights, and trademarks on any works it produces. Within 30 calendar days of same, the president of a State University shall report to the Department of State any such university’s action taken to secure or exploit such trademarks, copyrights, or patents in accordance with s. 1004.23(6), F.S.

P. INFORMATION TECHNOLOGY RESOURCE

Grantee shall obtain prior written approval from the appropriate DEO authority before purchasing any Information Technology Resource (ITR) or conducting any activity that will impact DEO’s electronic information technology equipment or software, as both terms are defined in DEO Policy Number 5.01, in any way. ITR includes computer hardware, software, networks, devices, connections, applications, and data. Grantee shall contact the DEO Agreement Manager listed herein in writing for the contact information of the appropriate DEO authority for any such ITR purchase approval.

Q. NONEXPENDABLE PROPERTY

1. For the requirements of this Nonexpendable Property section of the Agreement, "nonexpendable property" is the same as "property" as defined in s. 273.02, F.S., (equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature, with a value or cost of $1,000 or more, and a normal expected life of one year or more; hardback-covered bound books that are circulated to students or the general public, with a value or cost of $25 or more; and hardback-covered bound books, with a value or cost of $250 or more).

2. All nonexpendable property, purchased under this Agreement, shall be listed on the property records of Grantee. Grantee shall inventory annually and maintain accounting records for all
nonexpendable property purchased and submit an inventory report to DEO with the final expenditure report. The records shall include, at a minimum, the following information: property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), date of acquisition, and the current condition of the item.

3. At no time shall Grantee dispose of nonexpendable property purchased under this Agreement without the written permission of and in accordance with instructions from DEO.

4. Immediately upon discovery, Grantee shall notify DEO, in writing, of any property loss with the date and reason(s) for the loss.

5. Grantee shall be responsible for the correct use of all nonexpendable property Grantee purchases or DEO furnishes under this Agreement.

6. A formal Agreement amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in Attachment 1: Scope of Work.

7. Upon the Expiration Date of this Agreement Grantee is authorized to retain ownership of any nonexpendable property purchased under this Agreement; however, Grantee hereby grants to DEO a right of first refusal in all such property prior to disposition of any such property during its depreciable life, in accordance with the depreciation schedule in use by Grantee, Grantee shall provide written notice of any such planned disposition and await DEO’s response prior to disposing of the property. “Disposition” as used herein, shall include, but is not limited to, Grantee no longer using the nonexpendable property for the uses authorized herein; the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property DEO, in its sole discretion, may require Grantee to refund to DEO the fair market value of the nonexpendable property at the time of disposition rather than taking possession of the nonexpendable property.

R. REQUIREMENTS APPLICABLE TO THE PURCHASE OF OR IMPROVEMENTS TO REAL PROPERTY

In accordance with s. 287.05805, F.S., if funding provided under this Agreement is used for the purchase of or improvements to real property, Grantee shall grant DEO a security interest in the property in the amount of the funding provided by this Agreement for the purchase of or improvements to the real property for five years from the date of purchase or the completion of the improvements or as further required by law.

Upon the Expiration Date of the Agreement, Grantee shall be authorized to retain ownership of the improvements to real property set forth in this Agreement in accordance with the following: Grantee is authorized to retain ownership of the Improvements to real property so long as: (1) Grantee is not sold, merged or acquired; (2) the real property subject to the improvements is owned by Grantee; and (3) the real property subject to the improvements is used for the purposes provided in this Agreement. If within five years of the termination of this Agreement, Grantee is unable to satisfy the requirements stated in the immediately preceding sentence, Grantee shall notify DEO in writing of the circumstances that will result in the deficiency upon learning of it, but no later than 30 calendar days prior to the deficiency occurring. In such event, DEO shall have the right, within its sole discretion, to demand reimbursement of part or all of the funding provided to Grantee under this Agreement.
S. CONSTRUCTION AND INTERPRETATION

The title of and the section and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Agreement. The term “this Agreement” means this Agreement together with all attachments and exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof. The use in this Agreement of the term “including” and other words of similar import mean “including, without limitation” and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word “or” is not exclusive and the words “herein,” “hereof,” “hereunder,” and other words of similar import refer to this Agreement, including any Exhibits and Attachments, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. As appropriate, the use herein of terms importing the singular shall also include the plural, and vice versa. The reference to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. All references to “$” shall mean United States dollars. The term “Grantee” includes any person or entity which has been duly authorized to and has the actual authority to act or perform on Grantee’s behalf. The term “DEO” includes the State of Florida and any successor office, department, or agency of DEO, and any person or entity which has been duly authorized to and has the actual authority to act or perform on DEO’s behalf. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the Parties. Time is of the essence with respect to the performance of all obligations under this Agreement. The Parties have participated jointly in the negotiation and drafting of this Agreement, and each Party has read and understands this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

T. CONFLICT OF INTEREST

This Agreement is subject to chapter 112, F.S.. Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a 5% interest in Grantee or its affiliates.

U. GRANTEE AS INDEPENDENT CONTRACTOR

Grantee is at all times acting and performing as an independent contractor. DEO has no ability to exercise any control or direction over the methods by which Grantee may perform its work and functions, except as provided herein. Nothing in this Agreement may be understood to constitute a partnership or joint venture between the Parties.

V. EMPLOYMENT ELIGIBILITY VERIFICATION – E-VERIFY

The Governor of Florida’s Executive Order 11-116 requires DEO contracts in excess of a nominal value to expressly Grantee to: (1) Utilize the U.S. Department of Homeland Security’s E-Verify
system to verify the employment eligibility of all new employees Grantee hired during the Agreement term; and (2) include in all subcontracts under this Agreement the requirement that subcontractors performing work or providing services pursuant to this Agreement utilize the E-Verify system to verify the employment eligibility of all new employees subcontractor hired during the term of the Subcontract. The Department of Homeland Security’s E-Verify system can be found at:

http://www.uscis.gov/e-verify

If the Grantee does not have an E-Verify MOU in effect, the Grantee must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Agreement.

W. NOTIFICATIONS OF INSTANCES OF FRAUD

Upon discovery, Grantee shall report all known or suspected instances of Grantee, or Grantee’s agents, contractors or employees, operational fraud or criminal activities to DEO’s Agreement Manager in writing within 24 chronological hours.

X. NON-DISCRIMINATION

Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, sex, physical handicap unrelated to such person’s ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

Y. ASSIGNMENTS AND SUBCONTRACTS

1. Grantee shall not assign, subcontract, or otherwise transfer its rights, duties, or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of DEO, which consent may be withheld in DEO’s sole and absolute discretion. DEO is at all times entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida. Any attempted assignment of this Agreement or any of the rights hereunder by Grantee in violation of this provision shall be void ab initio.

2. Grantee agrees to be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If DEO permits Grantee to subcontract all or part of the work contemplated under this Agreement, including entering into subcontracts with vendors for services, it is understood by Grantee that all such subcontract arrangements shall be evidenced by a written document containing all provisions necessary to ensure subcontractor’s compliance with applicable state and federal law. Grantee further agrees that DEO shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. Grantee, at its expense, will defend DEO against such claims.

3. Grantee agrees that all Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All Grantee employees, subcontractors, or agents performing work under the Agreement must comply with all DEO security and administrative
requirements identified herein. DEO may conduct, and Grantee shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by Grantee. DEO may refuse access to, or require replacement of, any of Grantee’s employees, subcontractors, or agents for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with DEO’s security or administrative requirements identified herein. Such refusal shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. DEO may reject and bar from any facility for cause any of Grantee’s employees, subcontractors, or agents.

4. Grantee agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to Grantee. In the event the State of Florida approves transfer of Grantee’s obligations, Grantee remains responsible for all work performed and all expenses incurred in connection with the Agreement. In addition, this Agreement shall bind the successors, assigns, and legal representatives of Grantee and of any legal entity that succeeds to the obligations of the State of Florida.

5. Grantee agrees to make payments to the subcontractor within seven (7) working days after receipt of full or partial payments from DEO in accordance with section 287.0585, F.S., unless otherwise stated in the Agreement between Grantee and subcontractor. Grantee’s failure to pay its subcontractors within seven (7) working days will result in a penalty charged against Grantee and paid to the subcontractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.

6. Grantee shall provide a monthly Minority and Service-Disabled Veteran Business Enterprise Report for each invoice period summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors/material suppliers for that period, and project to date. The report shall include the names, addresses and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant and a copy must be forwarded to DEO’s Agreement Manager. The Office of Supplier Diversity at (850) 487-0915 will assist in furnishing names of qualified minorities. DEO’s Minority Coordinator at (850) 245-7471 will assist with questions and answers.

7. DEO shall retain the right to reject any of Grantee’s or subcontractor’s employees whose qualifications or performance, in DEO’s judgment, are insufficient.

2. ENTIRE AGREEMENT; SEVERABILITY

This Agreement, and the attachments and exhibits hereto, embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. If a court of competent jurisdiction voids or holds unenforceable any provision of this Agreement, then that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect. This Agreement may be executed in counterparts, each of which shall be an original and all of
which shall constitute one and the same instrument. If any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

AA. WAIVER; GOVERNING LAW; ATTORNEYS’ FEES, DISPUTE RESOLUTION

1. Waiver. No waiver by DEO of any of provision herein shall be effective unless explicitly set forth in writing and signed by DEO. No waiver by DEO may be construed as a waiver of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure by DEO to exercise, or delay in exercising, any right, remedy, power or privilege under this Agreement may be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies set forth herein are cumulative and not exclusive.

2. Governing Law. The laws of the State of Florida shall govern the construction, enforcement, and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction. The Parties expressly consent to exclusive jurisdiction and venue in any state court located in Leon County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense. IN ANY LEGAL OR EQUITABLE ACTION BETWEEN THE PARTIES, THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.

3. Attorneys’ Fees, Expenses. Except as set forth otherwise herein, each of the Parties shall pay its own attorneys’ fees and costs in connection with the execution and delivery of this Agreement and the transactions contemplated hereby.

4. DEO shall decide disputes concerning the performance of the Agreement, and DEO shall serve written notice of same to Grantee. DEO’s decision shall be final and conclusive unless within 21 calendar days from the date of receipt, Grantee files with DEO a petition for administrative hearing. DEO’s final order on the petition shall be final, subject to any right of Grantee to judicial review pursuant to chapter 120.68, F.S. Exhaustion of administrative remedies is an absolute condition precedent to Grantee’s ability to pursue any other form of dispute resolution; provided however, that the Parties may employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

BB. INDEMNIFICATION

1. If Grantee is a state agency or subdivision, as defined in s. 768.28(2), F.S., pursuant to s. 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party’s negligence.

2. Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys’ fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that
Agreement # P0295

Grantee shall not indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees for that portion of any loss or damages the negligent act or omission of DEO or the State proximately caused.

3. Further, Grantee shall fully indemnify, defend, and hold harmless the State and DEO from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to DEO's misuse or modification of Grantee's products or DEO's operation or use of Grantee's products in a manner not contemplated by this Agreement. If any product is the subject of an infringement suit, or in Grantee's opinion is likely to become the subject of such a suit, Grantee may, at Grantee's sole expense, procure for DEO the right to continue using the product or to modify it to become non-infringing. If Grantee is not reasonably able to modify or otherwise secure for DEO the right to continue using the product, Grantee shall remove the product and refund DEO the amounts paid in excess of a reasonable fee, as determined by DEO in its sole and absolute discretion, for past use. DEO shall not be liable for any royalties.

4. Grantee's obligations under the two immediately preceding paragraphs above, with respect to any legal action are contingent upon the State or DEO giving Grantee (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense, and (3) assistance in defending the action at Grantee's sole expense. Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or DEO in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

5. The State and DEO may, in addition to other remedies available to them at law or equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of Grantee or its affiliates to the State against any payments due Grantee under any Agreement with the State.

CC. CONTACT INFORMATION FOR GRANTEE AND DEO

Grantee's Agreement Manager:

Lee Mathes, City Administrator
1 Avenue E
Apalachicola, FL 32320
Phone: (850) 653-8222
Fax: (850) 653-2205
leemathes@cityofapalachicola.com

DEO's Agreement Manager:

Stella Lewis
Department of Economic Opportunity
107 East Madison Street, MSC 160
Tallahassee, FL 32399-4120
Telephone: (850) 717-8487
Facsimile: (850) 717-8522
Email: stella.lewis@deo.myflorida.com

DD. NOTICES

The Parties' respective contact information is set forth in the immediately preceding paragraph, and may be subject to change at the Parties' discretion. If the contact information changes, the Party making such change will notify the other Party in writing. Where the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (I)
when personally delivered; (ii) when transmitted via email, if the sender on the same day sends a confirming copy of such notice by certified or registered mail; (iii) the next business day following the day on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

EE. EXECUTION IN COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instruments.

[Remainder of page intentionally left blank; Attachments to follow after signature page]
IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and in the attachments hereto, the Parties, through their duly-authorized representatives, sign this Agreement and represent and warrant that they understand the Agreement and Attachments' terms and conditions as of the Effective Date.

DEPARTMENT OF ECONOMIC OPPORTUNITY

By ___________________________
   Signature
   Julie A. Dennis
   Director
Title Division of Community Development
Date 4/19/18

CITY OF APALACHICOLA

By ___________________________
   Signature
   Van W. Johnson, Sr.
Title Mayor
Date 11-6-18

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL
DEPARTMENT OF ECONOMIC OPPORTUNITY

By: ___________________________
   [Signature]

Approved Date: 11/11/2017
Attachment 1
SCOPE OF WORK

1. GRANT AUTHORITY. This Community Planning Technical Assistance grant is provided pursuant to section 163.3168, Florida Statutes (F.S.), and Specific Appropriation 2220, Chapter 2018-09, Laws of Florida, to provide direct and/or indirect technical assistance to help Florida communities find creative solutions to fostering vibrant, healthy communities, while protecting the functions of important State resources and facilities.

2. PROJECT DESCRIPTION: Grantee shall establish a floodplain management permitting system, prepare draft amendments to the City of Apalachicola Land Development Code regulating fill and stormwater in flood-prone areas, and prepare draft amendments to the Coastal Management Element of the City of Apalachicola Comprehensive Plan. The project will assist with the City of Apalachicola’s participation in the National Flood Insurance Program’s Community Rating System and help to bring the City into compliance with “peril of flood” requirements in section 163.3178(2)(f), Florida Statutes.

3. GRANTEE’S RESPONSIBILITIES: Grantee shall timely perform the Deliverables and Tasks described in this Section 3 and in Section 5 below, and in doing so, Grantee shall comply with all the terms and conditions of this Agreement.


Grantee shall acquire the software, equipment, and training necessary to administer the floodplain management program, monitor permit activity, and track the documentation required for participation in the National Flood Insurance Program’s Community Rating System.

B. Deliverable 2. Fill and Stormwater Regulations for Flood-Prone Areas.

Grantee shall:

1. Develop draft amendments to the City of Apalachicola Land Development Code that regulate the amount, type, and location of fill within the City’s flood-prone areas.

2. Develop draft amendments to the City of Apalachicola Land Development Code that address appropriate stormwater retention measures for small commercial and residential development within flood-prone areas.

3. Conduct one noticed public workshop with the City of Apalachicola Planning and Zoning Board to receive input on the draft fill and stormwater land development code amendments.

4. Prepare a narrative summary of the discussion and input received at the public workshop conducted under Section 3.B.3 of this Scope of Work.


Grantee shall:
1. Develop draft amendments to the Coastal Management Element of the City of Apalachicola Comprehensive Plan that incorporate relevant data and analysis and goals, objectives, and policies, as well as recommendations from the 2017 Vulnerability Study, to bring the Comprehensive Plan into compliance with "peril of flood" requirements in section 163.3178(2)(f), Florida Statutes.

2. Conduct one noticed public workshop to obtain input on the draft comprehensive plan amendments.

3. Prepare a narrative summary of the discussion and input received at the public workshop conducted under Section 3.C.3 of this Scope of Work.

4. **DEO RESPONSIBILITIES:** DEO shall receive and review the Deliverables and, upon DEO’s acceptance of the Deliverables and receipt of Grantee’s pertinent invoices in compliance with the invoice procedures of Section K of this Agreement and of Section 10 of this Scope of Work, DEO shall process payment to Grantee in accordance with the terms and conditions of this Agreement.

5. **DELIVERABLES:** The specific deliverables, tasks, minimum levels of service, due dates, and payment amounts are set forth in the following table:

<table>
<thead>
<tr>
<th>Deliverables and Tasks</th>
<th>Minimum Level of Service</th>
<th>Payment Amount Not to Exceed</th>
<th>Financial Consequences</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deliverable 1.</td>
<td>Completion of Deliverable 1 as evidenced by submission of all of the following:</td>
<td>$10,000</td>
<td>As provided in Section 12 of this Scope of Work, below.</td>
</tr>
<tr>
<td>Grantee shall acquire the software, equipment, and training necessary to establish a comprehensive floodplain management permitting system for participation in the National Flood Insurance Program’s Community Rating System in accordance with Section 3.A. of this Scope of Work.</td>
<td>1. Screenshot of installed program. 2. Screenshot of website link to permitting portal with updated permit applications. Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format. If maps are required, they shall be provided on a compact disc in PDF format with ArcGIS compatible shapefiles if they are available.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deliverable due date: January 15, 2019</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deliverable 2.</td>
<td>Completion of Deliverable 2 as evidenced by submission of all of the following:</td>
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<td></td>
</tr>
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</tr>
<tr>
<td>Grantee shall develop and present draft land development code amendments that regulate fill and address stormwater in flood-prone areas in accordance with Section 3.B. of this Scope of Work.</td>
<td>1. Draft land development code amendments regulating fill.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deliverable due date: March 26, 2019</td>
<td>2. Draft land development code amendments addressing stormwater.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>4. Agenda for public workshop.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>6. Narrative report summarizing public workshop discussion and input.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format. If maps are required, they shall be provided on a compact disc in PDF format with ArcGIS compatible shapefiles if they are available.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$15,000</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>As provided in Section 12 of this Scope of Work, below.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Deliverable 3.</th>
<th>Completion of Deliverable 3 as evidenced by submission of all of the following:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grantee shall develop and present draft amendments to the Coastal Management Element of the Comprehensive Plan in accordance with Section 3.C. of this Scope of Work.</td>
<td>1. Draft comprehensive plan amendments.</td>
</tr>
<tr>
<td></td>
<td>3. Agenda for public workshop.</td>
</tr>
<tr>
<td></td>
<td>$15,000</td>
</tr>
<tr>
<td></td>
<td>As provided in Section 12 of this Scope of Work, below.</td>
</tr>
</tbody>
</table>
6. **SUBCONTRACTS.** In accordance with Section Y., Assignments and Subcontracts, of this Agreement and subject to the terms and conditions in sections Y.1. through 7 of this Agreement, this paragraph constitutes DEO’s written approval for Grantee to subcontract for any of the deliverables and/or tasks identified in the Scope of Work for this Agreement. A copy of the executed subcontract(s) shall be provided to DEO’s Agreement Manager upon execution by the Parties. Grantee shall be solely liable for all work performed and all expenses incurred as a result of any such subcontract.

7. **DELIVERABLE DUE DATE.** The “deliverable due date” is the date the deliverable must be received by DEO by 11:59 p.m. on that date. For extensions of deliverable due dates, see Section 15 of this Scope of Work.

8. **BUSINESS DAY; COMPUTATION OF TIME.** For the purpose of this Agreement, a “business day” is any day that is not a Saturday, Sunday, or a state or federal legal holiday. In computing any time period provided in this Agreement, the date from which the time period runs is not counted. The last day of the time period ends at 11:59 p.m. on that day.

9. **COST SHIFTING.** The deliverable amounts specified within the Deliverables section above are established based on the Parties’ estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict DEO’s ability to approve and reimburse allowable costs, incurred by Grantee in providing the deliverables herein. Prior written approval from DEO’s Agreement Manager is required for changes to the above Deliverable amounts that do not exceed ten (10) percent of each deliverable total funding amount. Changes that exceed ten (10) percent of each deliverable total funding amount will require a formal written amendment, as described in Section D., Renegotiation or Modification, of this Agreement. Regardless, in no event shall DEO reimburse costs of more than the total amount of this Agreement.
10. INVOICE SUBMITTAL AND PAYMENT.

A. DEO agrees to reimburse the Grantee for costs under this Agreement in accordance with Section K, Invoices and Payments, of this Agreement in the amount(s) identified per deliverable in Section 5 of this Scope of Work, above. The deliverable amount specified does not establish the value of the deliverable. Pursuant to section 215.971(1), F.S., Grantee will be reimbursed for allowable costs incurred and expended during the Agreement period by Grantee in carrying out the Project.

B. Subject to the terms and conditions of this Agreement, an itemized invoice for each deliverable shall be submitted to DEO's Agreement Manager by U. S. Mail or by electronic mail with the deliverable for which the invoice is submitted. Invoices are not required to be submitted through the Ariba Supplier Network described in Section K.2. of this Agreement. Invoices shall be submitted in the format shown on Attachments 1-A, 1-B, and 1-C hereto, electronic copies of which shall be provided by DEO to the Grantee. Grantee shall use Attachment 1-A if work for the deliverable is completed entirely by a subcontractor, Attachment 1-B if work for the deliverable is completed entirely by Grantee's employee(s), and Attachment 1-C if work for the deliverable is completed both by a subcontractor and by Grantee's employee(s).

C. Grantee shall provide one (1) itemized invoice for each deliverable submitted during the applicable period of time. The invoice shall include, at a minimum, the following:

1. Grantee’s name and address;
2. Grantee's federal employer identification number;
3. the Agreement number;
4. the Grantee's invoice number;
5. an invoice date;
6. the dates of service;
7. the deliverable number;
8. a description of the deliverable;
9. a statement that the deliverable has been completed; and
10. the amount being requested.

D. Grantee shall submit a final invoice no later than 60 days after this Agreement ends or is terminated as provided in Section K.5. of this Agreement.

E. Documentation that must accompany each itemized invoice: The following documents shall be submitted with the itemized invoice:

1. For Work Performed by a Subcontractor:
   a. A cover letter signed by the Grantee's Agreement Manager certifying that the payments claimed for the deliverables were specifically for the project, as described in this Scope of Work;
   b. Copies of paid invoices submitted to Grantee by the Subcontractor; and
   c. Proof of payment of invoices submitted to Grantee by the Subcontractor for work performed pursuant to this Agreement (e.g., cancelled checks, bank statement showing deduction).

2. For Work Performed by Grantee’s Employees:
Agreement # P0295

a. A cover letter signed by the Grantee's Agreement Manager certifying that the payments claimed for the deliverables were specifically for the project, as described in this Scope of Work.

b. Identification of Grantee's employees who performed work under this Agreement and, for each such employee:
   i. The percentage of the employee's time devoted to work under this Agreement or the number of total hours each employee devoted to work under this Agreement.
   ii. Payroll register or similar documentation that shows the employee's gross salary, fringe benefits, other deductions, and net pay. If the employee is paid hourly, a document reflecting the hours worked times the rate of pay is acceptable.

c. Invoices or receipts for other direct costs.

d. Usage log for in-house charges (e.g., postage, copies, etc.) that shows the number of units times the rate charged. The rate must be reasonable.

F. Payment shall be provided to Grantee in accordance with Section K, Invoices and Payments, of this Agreement.

11. SUBMITTAL, REVIEW AND ACCEPTANCE OF DELIVERABLES; NOTICE; OPPORTUNITY TO CURE. Grantee shall submit all deliverables to DEO's Agreement Manager. DEO will review all work submitted for payment under the deliverables and will determine in DEO's sole and absolute discretion whether the deliverables are sufficient to satisfy the requirements in this Scope of Work. Within 15 business days after receipt of a deliverable, DEO shall provide written notice to Grantee by electronic mail of DEO's determination that the deliverable is sufficient and is accepted or that the deliverable is not sufficient to satisfy the requirements in the Scope of Work and how the Grantee can address the insufficiency. If DEO determines that a deliverable is not sufficient under this Agreement, Grantee shall have 10 business days from the date of receipt of notice from DEO to correct the Insufficiency, and during this 10 business day period, the financial consequences specified in Section 12 of this Scope of Work will not be assessed. DEO may extend this timeframe in writing (which may be by electronic mail) if Grantee is actively working with DEO to resolve the insufficiency; provided, however, that any extension of time under this section will not extend the Agreement Period in Section A. of this Agreement. An extension of time under this section does not require an amendment to this Agreement. Payment for a deliverable shall not be due until DEO notifies the Grantee's Agreement Manager in writing that the deliverable or corrected deliverable is sufficient under the Scope of Work and is accepted by DEO.

12. FINANCIAL CONSEQUENCES.

A. Financial consequences of $50 a business day up to a maximum of $500 shall be imposed in each of the following circumstances:

   1. Grantee submits a deliverable to DEO more than ten (10) business days after the deliverable due date. Financial consequences begin to accrue on the eleventh business day following the deliverable due date and continue until the deliverable is received by DEO or the maximum financial consequence accrues, whichever occurs first.
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2. Grantee is given a notice of insufficiency and fails to submit to DEO a corrected deliverable within the timeframe provided in Section 11 of this Scope of Work. Financial consequences begin to accrue on the business day following the deadline under Section 11 of this Scope of Work and continue until the corrected deliverable is received by DEO or the maximum financial consequence accrues, whichever occurs first.

B. Imposition of the above described financial consequences shall in no manner affect DEO’s right to impose or implement other provisions in this Agreement including the right to terminate this Agreement.

13. PRELIMINARY DRAFT DELIVERABLES; DEO REVIEW AND COMMENT. Unless preliminary draft deliverables are required under Sections 3 or 5 of this Scope of Work, above, Grantee is encouraged, but not required, to submit preliminary drafts of all substantive written deliverables (e.g., proposed plan amendments, reports) to DEO for review and comment no later than ten (10) business days before the deliverable due date. If DEO provides comments, Grantee is urged to address them in the deliverable submitted to DEO for payment. If submission of a preliminary draft deliverable is required under Sections 3 or 5 of this Scope of Work, above, DEO shall provide comments to the Grantee no later than four business days before the deliverable due date.

14. LIMITED COMPLIANCE REVIEW; NO DUPLICATION OF WRITTEN MATERIAL. Proposed comprehensive plan amendments that are deliverables under the Scope of Work must be “in compliance” as defined in section 163.3184(1)(b), F.S., and will be evaluated for compliance as part of DEO’s review and determination of whether the deliverable is sufficient to satisfy the requirements in the Scope of Work. DEO’s compliance determination will be a limited determination without input from the reviewing agencies identified in section 163.3184(1)(c), F.S.. A limited compliance determination for the purpose of this Agreement is not binding on DEO in a subsequent review under section 163.3184, F.S. Further, a limited compliance determination under this Agreement does not preclude review and comment by reviewing agencies and does not preclude a challenge to the adopted plan amendment by DEO based on comments by DEO or other reviewing agencies. Documents submitted to DEO for payment under this Agreement may not copy or duplicate reports or other written material prepared prior to the Agreement Period in Section A., Agreement Period, of this Agreement or prepared by or on behalf of someone other than the Grantee for a purpose other than the specific grant project identified in this Scope of Work. At the option of the Grantee, copies of such relevant documents may be appended to documents submitted to DEO for payment.

15. EXTENSIONS OF TIME OF DELIVERABLE DUE DATES. Notwithstanding Section D., Renegotiation or Modification, of this Agreement, DEO’s Agreement Manager, in DEO’s sole discretion, may authorize extensions of deliverable due dates without a written modification of this Agreement. Extensions shall be requested by Grantee’s Agreement Manager (not Grantee’s consultant or subcontractor) in accordance with the following:

A. Requests for extension of one or more deliverable due dates shall be submitted by Grantee’s Agreement Manager in writing (which may be by electronic mail) to DEO’s Agreement Manager no later than four (4) business days before the deliverable due date (or the earliest of multiple due dates for which the extension is requested);
B. A request for extension from Grantee’s Agreement Manager must state the reason for the extension; and

C. DEO’s Agreement Manager shall approve or deny a request for extension of a deliverable due date by electronic mail to Grantee’s Agreement Manager within two (2) business days after receipt of the request. Only written approvals of extensions shall be effective.

This authority and procedure do not apply to an extension of the Agreement Period defined in Section A., Agreement Period, of this Agreement.

16. ADVERTISING AND INFORMATION RELEASE. Notwithstanding Section J., Advertising and Sponsorship Disclosure, and Section F., Records and Information Release, of this Agreement, Grantee is authorized to disclose to the public on its website or by other means that it has been awarded a Community Planning Technical Assistance Grant from DEO for the work described in this Scope of Work.

17. NOTIFICATION OF INSTANCES OF FRAUD. Instances of Grantee’s operational fraud or criminal activities shall be reported to DEO’s Agreement Manager in writing within twenty-four (24) chronological hours.

18. NON-DISCRIMINATION. Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, sex, physical handicap unrelated to such person’s ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

19. GRANTEE’S RESPONSIBILITIES UPON TERMINATION. If DEO issues a Notice of Termination to Grantee, except as otherwise specified by DEO in that notice, the Grantee shall:

A. Stop work under this Agreement on the date and to the extent specified in the notice;

B. Complete performance of such part of the work as shall not have been terminated by DEO;

C. Take such action as may be necessary, or as DEO may specify, to protect and preserve any property which is in the possession of Grantee and in which DEO has or may acquire an interest; and

D. Upon the effective date of termination of this Agreement, Grantee shall transfer, assign, and make available to the DEO all property and materials belonging to DEO. No extra compensation will be paid to Grantee for its services in connection with such transfer or assignment.

20. CONFLICTS BETWEEN SCOPE OF WORK AND REMAINDER OF AGREEMENT. In the event of a conflict between the provisions of this Scope of Work and other provisions of this Agreement, the provisions of this Scope of Work shall govern.

- Remainder of Page Intentionally Left Blank -
INVOICE

GRANTEE’S NAME: ____________________________
FEIN: ________________________________

Agreement No.: __________________

TO:
Florida Department of Economic Opportunity
Division of Community Development
Attn.: Stella Lewis
107 East Madison Street
Caldwell Building, MSC 160
Tallahassee, FL 32359

FOR:
[Grantee name]
[Grantee address]
[Grantee phone number]

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dates of Service:</td>
<td></td>
</tr>
<tr>
<td>Deliverable Completed:</td>
<td></td>
</tr>
<tr>
<td>[copy description of the deliverable from Scope of Work, Section 3]</td>
<td></td>
</tr>
<tr>
<td>Category expenditures:</td>
<td></td>
</tr>
<tr>
<td>Contractual Services</td>
<td>$__</td>
</tr>
</tbody>
</table>

TOTAL $__
Attachment 1-B – Invoice: Grantee’s Employee(s)

INVOICE

GRANTEE’S NAME: ____________________________

FEIN: ____________________________

Agreement No.: ____________________________

INVOICE NO.: __________

INVOICE DATE: __________

TO:
Florida Department of Economic Opportunity
Division of Community Development
Attn.: Stella Lewis
107 East Madison Street
Caldwell Building, MSC 160
Tallahassee, FL 32399

FOR:
[Grantee name]
[Grantee address]
[Grantee phone number]

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dates of Service:</td>
<td></td>
</tr>
<tr>
<td>Deliverable ______ Completed:</td>
<td></td>
</tr>
<tr>
<td>[copy description of the deliverable from Scope of Work, Section 3]</td>
<td></td>
</tr>
<tr>
<td>Category expenditures:</td>
<td>$_____</td>
</tr>
<tr>
<td>Salaries</td>
<td>$_____</td>
</tr>
<tr>
<td>Fringe Benefits</td>
<td>$_____</td>
</tr>
<tr>
<td>Travel</td>
<td>$_____</td>
</tr>
<tr>
<td>Postage</td>
<td>$_____</td>
</tr>
<tr>
<td>[other direct costs: identify them]</td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td>$_____</td>
</tr>
</tbody>
</table>
INVOICE

GRANTEE'S NAME: ________________________________
FEIN: ________________________________

INVOICE NO.: ________
INVOICE DATE: ________

Agreement No.: ______________

TO:
Florida Department of Economic Opportunity
Division of Community Development
Attn.: Stella Lewis
107 East Madison Street
Caldwell Building, MSC 160
Tallahassee, FL 32399

FOR:
[Grantee name]
[Grantee address]
[Grantee phone number]

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dates of Service: ____________</td>
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<tr>
<td>Deliverable ______ Completed:</td>
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</tr>
</tbody>
</table>
[copy description of the deliverable from Scope of Work, Section 3]|
| Category expenditures:       |        |
| Contractual Services         | $____  |
| Salaries                     | $____  |
| Fringe Benefits              | $____  |
| Travel                       | $____  |
| Postage                      | $____  |
[other direct costs: identify them]|
| TOTAL                        | $____  |
Attachment 1-D

Grant Agreement Final Closeout Form

<table>
<thead>
<tr>
<th>FLAIR Contract ID:</th>
<th>Contract Amount</th>
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<tbody>
<tr>
<td>Recipient Name:</td>
<td>Deobligated Funds</td>
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<tr>
<td>Vendor ID:</td>
<td>Final Contract Amount</td>
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<tr>
<td>Contract End Date:</td>
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</table>

Section A: Financial Reconciliation

1. Total Recipient Funds Received from DEO: $0.00

2. Total Recipient Expenditures: $0.00

3. Balance of Unexpended Program Income (from Section B): $0.00

4. If negative, this amount must be refunded to the Department. If positive, this amount is to be remitted to the Recipient: $0.00

Section B: Statement of Recipient Income

- There was no recipient income earned under this contract.
- The following recipient income was earned under this contract.

<table>
<thead>
<tr>
<th>Description of Recipient Income</th>
<th>Source</th>
<th>Amount</th>
<th>Expended</th>
<th>Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Program Income: $0.00

Section C: Property Inventory Certification

- No tangible property was purchased in the contract period.
- All non-expendable and non-consumable tangible property having a useful life of more than one year and acquired at a cost of $1,000 or more per unit with grant funds are listed. I hereby certify that the property inventory described below is complete and correct. Notification will be sent immediately to the Department of Economic Opportunity if any changes occur to this inventory. I will not destroy, sell, or otherwise dispose of this property without written permission of the Department.

<table>
<thead>
<tr>
<th>Description and Serial Number</th>
<th>Quantity</th>
<th>Acquisitions Cost</th>
<th>Condition</th>
<th>Location</th>
</tr>
</thead>
</table>

Section D: Recipient Certification

By signing below, I certify that the above representations for Financial Reconciliation, Recipient Income, and Property Inventory are true and accurate.

Name: __________________________ Signature: __________________________
Title: __________________________ Date Signed: __________________________

Section E: DEO Internal Review and Approval

By signing below, I certify that the above representations for Financial Reconciliation, Recipient Income and Property Inventory are true and accurate.

Name: __________________________ Signature: __________________________
Title: __________________________ Date Signed: __________________________

Date Updated: September 29, 2015
Attachment 2

AUDIT REQUIREMENTS

The administration of resources awarded by DEO to the recipient (herein otherwise referred to as “Grantee”) may be subject to audits and/or monitoring by DEO as described in this Attachment 2.

MONITORING
In addition to reviews of audits conducted in accordance with 2 CFR part 200 and Section 215.97, F.S., as revised (see “AUDITS” below), monitoring procedures may include, but not be limited to, on-site visits by DEO staff, limited scope audits as defined by 2 CFR Part 200, as revised, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by DEO. In the event DEO determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by DEO staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS
PART I: FEDERALLY FUNDED This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR Part 200, as revised.

1. In the event that the recipient expends $750,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through DEO by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from DEO. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart F of 2 CFR Part 200, as revised.

3. If the recipient expends less than $750,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part 200, as revised, is not required. In the event that the recipient expends less than $750,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from the recipient resources obtained from other than Federal entities).
4. Title 2 CFR 200, entitled Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, also known as the Super Circular, supersedes and consolidates the requirements of OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102 and A-133 and is effective for Federal awards or increments of awards issued on or after December 26, 2014. Please refer to 2 CFR 200 for revised definitions, reporting requirements and auditing thresholds referenced in this attachment and agreement accordingly.

PART II: STATE FUNDED This part is applicable if the recipient is a non-state entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending September 30, 2004 or thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through DEO by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from DEO, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity’s resources (i.e., the cost of such an audit must be paid from the recipient’s resources obtained from other than State entities).

4. Additional information regarding the Florida Single Audit Act can be found at: http://www.myflorida.com/audgen/pages/fisaa.htm

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity’s policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or
arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

N/A

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, as revised, and required by this agreement shall be submitted, when required by Section .512, 2 CFR Part 200, as revised, by or on behalf of the recipient directly to each of the following:

A. DEO at each of the following addresses:

Electronic copies (preferred): or Paper (hard copy):
Audit@deo.myflorida.com Department Economic Opportunity

B. The Federal Audit Clearinghouse designated in 2 CFR Part 200, as revised (the number of copies required by Section .512, 2 CFR Part 200, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

C. Other Federal agencies and pass-through entities in accordance with Section .512, 2 CFR Part 200, as revised.

2. Pursuant to Section .512, 2 CFR Part 200, as revised, the recipient shall submit a copy of the reporting package described in Section .512, 2 CFR Part 200, as revised, and any management letter issued by the auditor, to DEO at each of the following addresses:

Electronic copies (preferred): or Paper (hard copy):
Audit@deo.myflorida.com Department Economic Opportunity

3. Copies of financial reporting packages required by this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

A. DEO at each of the following addresses:
Electronic copies (preferred): or Paper (hard copy):
Audit@deo.myflorida.com 
Department Economic Opportunity
MSC # 130, Caldwell Building
107 East Madison Street
Tallahassee, FL 32399-4126

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, FL 32399-1450

Email Address: flaudgen_localgovt@aud.state.fl.us

4. Copies of reports or the management letter required by this agreement shall be submitted by or on behalf of the recipient directly to:

A. DEO at each of the following addresses:

N/A

5. Any reports, management letter, or other information required to be submitted to DEO pursuant to this agreement shall be submitted timely in accordance with 2 CFR Part 200, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to DEO for audits done in accordance with 2 CFR Part 200 or Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow DEO, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to DEO, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by DEO. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.
EXHIBIT 1 to Attachment 2

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

N/A

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

N/A

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

N/A

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project: DEPARTMENT OF ECONOMIC OPPORTUNITY – CSFA 40.024 – GROWTH MANAGEMENT IMPLEMENTATION - $40,000

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

- ACTIVITIES ARE LIMITED TO THOSE IN THE SCOPE OF WORK.

NOTE: Title 2 C.F.R. § 200.331, as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

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ATTACHMENT 3
Audit Compliance Certification

Grantee Name: ________________________________________________
FEIN: ___________________________________ Grantee’s Fiscal Year: ______________________________
Contact Person Name and Phone Number: __________________________________________________________
Contact Person Email Address: ___________________________________________________________________

1. Did Grantee expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and the Department of Economic Opportunity (DEO)?
   ___Yes ___ No

If the above answer is yes, also answer the following before proceeding to item 2:

Did Grantee expend $750,000 or more of state financial assistance (from DEO and all other sources of state financial assistance combined) during its fiscal year? ___Yes ___ No

If yes, Grantee certifies that it will timely comply with all applicable state single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did Grantee expend federal awards, during its fiscal year that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and DEO? ___Yes ___ No

If the above answer is yes, also answer the following before proceeding to execution of this certification:

Did Grantee expend $750,000 or more in federal awards (from DEO and all other sources of federal awards combined) during its fiscal year? ___Yes ___ No

If yes, Grantee certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 C.F.R. part 200, subpart F, as revised.

By signing below, I certify, on behalf of Grantee, that the above representations for items 1 and 2 are true and correct.

_________________________________________  ________________________________________
Signature of Authorized Representative                    Date

_____________________________  ______________________________
Printed Name of Authorized Representative        Title of Authorized Representative
Grant Report-November 2023
Kendall Falkner

1. Florida Department of Transportation (DOT) – SCOP Grant Application – Leslie Street
City Commission passed Resolution 2022-01 on 2/23/22 for the City of Apalachicola to apply for funding for Leslie Street. Application was submitted electronically on 3/4/22. The City requested $610,169.30 to remedy the underground issues, resurfacing the entire street length, and for new road signs based off engineer’s estimate and recommendations.
AWARDED! – City was awarded the full amount for Leslie Street! This funding window begins July 1, 2023, and ends June 30, 2024. We will take steps to make sure this work can be completed ASAP. Our representative from FDOT said to expect the agreement in 2023 before the funding window opens. Waiting for agreement from FDOT. Reached out to FDOT to inquire about agreement. Pending Agreement from FDOT. Expect to hear back sometime in July – we cannot sign any contracts or do any work until the agreement is fully executed. Agreement being drafted by FDOT.
  - On 8/4/23, City Commission passed Resolution 2023-04 where the City authorized a contract with FDEM for MSCOP funds.
  - Draft Agreement received, reviewed, and returned to FDOT. Once the signature process has been completed, we will receive an executed agreement and Notice to Proceed.
  - Agreement has been executed and Notice to Proceed received. Progress Reports submitted.
  - Currently, Dewberry is working on 30% plans.

2. DEP Resilient Florida Grant application – Implementation: Critical Asset Flood Management
City submitted a grant request in the amount of $2,039,500 to complete identified drainage projects in the city that have been documented but have not been funded by other sources. If funded, the funds will repair known nuisance flooding drainage issues in more than 29 locations throughout the City.
  - Funding approved! Pending kickoff meeting and scope finalization.
  - Awaiting revised agreement with updated scope.
  - Welcome packet completed and sent to grant admin. Working on attachment 3.

3. DEP Resilient Florida Grant application – Planning
City submitted a grant request in the amount of $300,000.00 to analyze existing vulnerable critical asset infrastructure in the City’s commercial district and design a plan to mitigate street flooding through the retrofit of existing impervious parking and the design of pervious parking pockets on City-owned property, Avenue H specifically.
4. Firehouse Subs Public Safety Foundation – Hurst Rescue Tools “Jaws of Life”
   An application requesting Jaws of Life rescue tools for the Apalachicola Volunteer Fire
   Department was submitted. These tools were a request from the VPD and will aid them in
   their efforts. If funded – the grant program will handle ordering, etc. No match required.
   • Waiting for updates, have been advised that most projects are funded by
     Firehouse Subs after 3+ complete applications. We have filed 4 so far. (1/31).
     APPLIED again for 2023 Q1 on 1/12/23 in the amount of $37,880.00 – will hear
     back in early April. If not funded, will apply again and look for other funding
     sources for the Jaws of Life equipment for VFD. Preparing to apply for Q2 quarter.
     Currently gathering necessary information and documentation. Cycle opens 4/6
     and closes 4/13.
   • Application Submitted! We are looking to early July for updates!
   • 7/6/23-DENIED. Will reapply for Q4 cycle opening in July 13th.
   • 2023 Q4-Hurst Jaws of Life- City applied for rescue equipment for Q3 cycle and
     was denied. City discussed with Rep and submitted new application on July 13,
     2023. We expect to hear something in October.
   • 2024 Q1-Hurst Jaws of Life-City applied for rescue equipment on Thursday October 12,
     2023.

5. DEO Rural Infrastructure Fund – Drainage Basin Analysis Phase II + Camera Work of
   Stormwater Lines:
   An application requesting $300,000 with no local match from the DEO Rural
   Infrastructure Fund was submitted on 8/31/22. The application was for Phase II of a
   Drainage Basin Analysis that began in 2018. This $300,000 grant proposal would fund an
   analysis of the drainage basins that border Apalachicola River and Bay. The proposal also
   includes funding to begin camera-work of the stormwater lines in phase I, as
   recommended in that report. (We must survey the damage before we can move forward
   on repairs.) The grant asks for $110,000 for the analysis and mapping (per engineer
   estimate), $5,000 for public education (grantors like to see we are promoting our
   message/work), $24,000 in admin, and $161,000 in camera-work for the phase I drainage
   basin area. This is a total of $300,000 and there is no required local match.
   Basins 11 and 3 were covered by the 2018 grant. This grant application would address
   the following basins: 1, 2, 4, 5, 6, 7, 8, 9, 10, 12-19. –
   • FUNDED 12/20/22! Waiting for agreement!
   • Award letter received April 24, 2023. Staff developed Scope of Work and
     submitted to DEO. City is currently finalizing contract agreements for Drainage
     Basin Analysis then plans to move forward with procurement of engineer and
     contracting services.
   • Pending amended scope and agreement from DEO.
6. Rural Infrastructure Fund, DEO FY 21/22-Water Treatment Plant Improvements  
Potable Water DO255:

FUNDDED! Application submitted electronically on 5/26/22 to the RIF program through DEO for fiscal year 21/22. City applied for $150,000 for engineering services that are going to needed as we navigate the Potable Water Consent Order and will set us up to apply for more funding down the line.

City was FUNDDED for $147k to address the following:

- Evaluation of Existing Conditions
- Enhanced Sampling Plan, Hydraulic Modeling, and Treatability Studies
- Alternatives Analysis
- Facilities Plan Report
- 2/7/23 – Bid Award Recommendation to Dewberry Engineers. (Wrote the quote used to apply for this funding and are working on City consent orders, which this project will go hand in hand with.)
- Bid Award Agreement passed on 2/7/23. Moving forward with Dewberry Engineers. Task order has been signed, project underway!
- Notice to Proceed received 2/24/23. Dewberry conducted plant visit on 3/2/23 and data was supplied to the City. Distribution System Map provided on 6/27/23. Map has been digitized by Dewberry. Pending gap analysis workshop. Once this is complete, Task B will include an enhanced Sampling Plan, Hydraulic Modeling, and Treatability Studies to determine water age and proceed to test a simulated distribution. This should take 3-4 months. Quarterly reports are up to date.

7. DOS Special Categories (DHR) Old City Hall Structural Repair Phase II

Submitted electronically 5/31/22 for structural repairs for the Old City Hall building. (Middlebrook Building) Amount requested was $395,000 with an in-kind match of $98,750 for a total project budget of $493,750. The goal of this application is to secure funding to complete the Old City Hall Renovation and support the ongoing repairs funded through the NPS grant. The purpose is to stabilize the building, by proposing to install an interior rigid steel frame to provide the structural integrity of the building exterior masonry and support the historic second floor wood frame. – Applied - The Florida Historical Commission reviewed and scored eligible FY2024 Special Category grant applications on November 16, 2022. The Special Category Final Ranking Lists the City Hall project Year 2 ($395,000) as recommended for funding. Official notification of grant award is pending Secretary of State approval and budget appropriation. Received official notification of funding on 6-20-23. Waiting to receive grant agreement after July 1, 2023 about July 1 of 2023. This is great news! Preparing to receive notification early July.

Agreement received. Pending approval from City. Contract signed; pending procurement process for contractors.
8. DEO (CPTA) Areas of Critical State Concern (ACSC) Comp Plan
Application submitted 4/1/22 for updates to our local comprehensive plan as well as complete Phase 2 of the Apalachicola Areas of Critical State Concern Work Plan. If granted, grantee shall analyze the City of Apalachicola’s current local comprehensive plan and present required and recommended update to the City Commission considering resiliency. These ideas will be vetted through community engagement and based on feedback received from the community and City Commission, final amendments to the local comprehensive plan will be prepared for public hearing and subsequent transmission to DEO. The City will also undertake Phase 2 of the Areas of Critical State Concern Work Plan by updating the infrastructure project list and conducting project scoping and economic analysis for priority projects in preparation for the funding available through the Bipartisan Infrastructure Act as well as other state and federal grant opportunities. – AWARDED! Agreement received and signed in October.

- RFP was advertised and procured according to state statutes and City procurement policy. An award recommendation is on the agenda for 1/3/23 meeting.
- OVID Solutions w/ Bay Media Services as a subcontractor was awarded the bid recommendation and contracts were executed. OVID + Bay Media have began working and a workshop for this effort is scheduled 2/7/23 for a comp plan update and OVID (Julie Dennis) is working on the ACSC Plan and has been meeting with staff for needed details.
- First deliverables have been sent and are currently being evaluated by DEO.
- Bay Media completed Comp Plan Draft with recommended changes that were presented at March 7 Commission Meeting and two workshops with P&Z on March 13 and April 10. A joint workshop with P&Z and the City Commission is scheduled for May 8.
- COA has requested an extension (PO454) until June 30, 2023 in order to allow adequate time for Community and Board feedback. Extension Amendment submitted and approved on 6/15/23.
- Final deliverables submitted and approved. Pending reimbursement. Comp Plan amendments are tentatively scheduled for December City Commission Meeting.

9. Department of Historical Resources African American Cultural and Historical Grants – Apalachicola African-American History Museum
Awarded $1 million with a $250k match from the City for a new construction museum next to Holy Family.
- Due to rising construction costs, the project scope has been changed from a 2-level 2,500SQF footprint building to a 1-level 2,000SQF building with elevated ceilings. Priorities include:
- High Security
- Storage Room
- Office Space
- Breezeway to Holy Family
- Greeting Station/Small Gift Shop Area
- ADA Accessible Bathrooms
- Controlled Lighting for Exhibits
- Building with Room for Add-On at later date
- **Funded!** Have submitted the project work plan and budget for the agreement draft from DOS. 8/25
- Question from DOS answered 9/26. Should hear back soon and have agreement in hand.
- 11/3 – Still waiting for agreement.
- 12/1 – Have draft agreement in hand for staff review.
- 12/19 – **AGREEMENT SIGNED!** Documents being turned in for FEIN and new grant coordinator must take their grant management quiz prior to procurement of services.
- 1/31 – New grant coordinator has taken quiz for first deliverable and is creating procurement documents for Architecture, Design, Permitting, & Engineering of the new building. We expect to begin procurement in February and this will be out to bid for 28 days.
- Documents for Architecture, Design, Permitting, & Engineering RFP completed. RFPs are currently posted to our City Website, advertised in The Apalachicola Times and Tallahassee Democrat. Bids will be received until March 16, 2023, 3PM.
- One bid was received for Architecture, Design, Permitting, and Engineering. Per procurement procedures, COA will need at least two bid proposals. We will re-open the bid window for 28 days after approval from DHR.
- Received approval and have re-advertised RFP to run in the Democrat. Project pushed out until April 28th.
- Bids were received and scored according to procurement procedures. COA recommendation will be presented at the June 6 Commission Meeting.
- A motion to award contract to Hammond Design was approved by Commission.
- Hammond Design assembling draft contract, costs for survey, civil, and structural work.
- Contract currently being reviewed by DHR, Hammond Design, and City.
- Contract reviewed and signed. City has a meeting scheduled with architects to discuss scheduling.
- Hammond Design and City site visit on 9/22/23.
- Meeting at Holy Family on October 5, 2023. Still in design phase. 6th Progress Report for Q3 submitted, received, and approved. Extension
signed for 7/1/21-6/30/24. Task 1 complete, currently working on task 2 as well as preparing for second stakeholder meeting.

10. HMGP – Backup Generator for Vacuum Station (108 Avenue F)
Grant application was submitted for $170,000 for a new backup generator. (Current in use is too small for need.) Had to apply for a portable generator instead of stationary, as they will not fund a stationary one in a flood zone. Multiple RFIs (requests for information) were received and answered. Waiting on delivery dates and costs for generators. The delays are at least 55 weeks with a cost increase of 4 times the original figures. Once we determine those issues, we will adv an RFQ. In addition, an amendment will need to be done with the state to address the time and cost. (12/1)

- TME discussed with funding agency reps and they have decided we should not wait on Ring Power for quotes due to the timelines. TME is taking the Scope of Work and developing an RFP for these services. Will be sending to funding agency by mid-January for approval to advertise – after the bids come in we will do an amendment with the funding agency for the time and funding increase on this effort. The funding agency is aware of the rising costs and are telling us to try for an amendment with them to cover the additional costs, but we will not know for sure until the amendment is submitted after bids are received. (12/21) FDEM stated that this agreement was in the contracting phase. Once we get the agreement executed, we will let the ITB. The ITB was submitted to DEO to approve for advertising. Hoping to get the go ahead this week. The overall timeline is 59 weeks now. The Workplan for DEO has been updated to reflect the timeline. Amendments with FDEM will be completed and letters will need to be sent to DEO. (1/31/23) Once the agreement is received, we will let the ITB.

- ITB is scheduled to run in the Tallahassee Democrat on March 24th and March 31st. Will need competitive bids for generator installation before moving forward.
- Pending ITBs. Window closes April 28, 2023.
- COA conducted site visit for prospective bidder on April 20, 2023. Pending ITB expiration. 6/15/23-still pending ITB expiration.
- ITB expired and Madrid HMGP was chosen for this project.
- Site visit was conducted on June 30.
- Generator costs overrun have been submitted for approval.
- Quarterly report submitted.
- FEMA returned Quarterly report for additional edits. Edits being made and pending submission approval.
- Working on cost overrun.
- Working with Federal contractor to obtain pricing.
National Park Service Hurricane Michael Repair/Mitigation - Grants for Repair and Restoration of the Montgomery Cotton Warehouse (Old City Hall) and the Harrison-Raney Cotton Warehouse (HCA)

The City submitted payment requests and has been paid for the first set of deliverables on each project. This is great news!

11. **HCA** – City readvertised the project based on procurement regulations and, based on submittals, selected Oliver Sperry Renovation and Construction, Inc, (Tallahassee) to complete the work. Preparation of contract is pending receipt of preservation experience documentation and DHR approval of contractor. A contract with Oliver-Sperry has been signed and work is expected to commence in the coming weeks. A minor contract amendment between the State and City is being drafted to reflect relocation of funds between categories. Staff has sought an extension from DHR. Extension amendment is being drafted by DHR. Renovations will begin soon, this is great news! The HCA will be closed from June 1, 2023-July 8, 2023. Oliver-Sperry Renovation Contract signed! Construction to begin concurrent with work on City Hall either late July or August. Construction has begun concurrent with work on City Hall. Deteriorating brick walls inside HCA requires additional work on downstairs walls. See separate funding board action request. Repairs expected to be completed by November 1. Funding to support Phase II repairs (replacement of doors, additional windows, flood mitigation measures) to be applied for in Spring 2024.

12. **Old City Hall** – City rejected both bids received on round two of RFP because estimated costs exceed amount of funding. The City has readvertised the project with a May 4 selection date. The City and State contract was amended to accommodate temporary structural support in advance of year 2 funding. Staff has sought an extension for this project from DHR. Extension received. City Commission awarded contract to Oliver Sperry. Contract executed and work has begun. Phase I repairs nearing completion by early November. Phase II repairs expected to begin in December 2023.

13. **CDBG-DR Infrastructure – Avenues Stormwater Repair Project (M0016)** is moving forward. Engineer Procurement and design will need to be secured and created along with environmental review and clearance. ALL policies needed have been completed!

- **ENGINEERING PROCUREMENT IN PROGRESS!** The contracted engineer, once selected, will put together a project schedule based on design time needed and anticipated construction duration. Environmental review will run concurrently with design and permitting.
- Engineering Scoring of Bids has been completed. - City authorized to enter into contract negotiations with Halff, CDG, and Dewberry on 11.8.2022. Recommendation to execute contract and award task order for this project was on the 01.03.2022 agenda, subject to DEO review/approval. DEO comments received on 1.31.2023 – sent to City Counsel for assistance in addressing.
- All comments from DEO have been addressed. DEO authorized execution of the engineering services agreement on 02.13.2023; the continuing services agreement with Dewberry was executed on 02.24.2023.
- Met with DEO via Teams meeting along with Grant Administrator from Gouras & Associates. We are waiting for the task order from Dewberry and pushing Engineering and Environmental status by end of week (Friday March 3, 2023).
- Dewberry was selected for this project. All contract comments from DEO have been addressed. DEO authorized execution of the engineering services agreement on 2.13.23; the continuing services agreement with Dewberry was executed on 2.24.23.
- Task Order with Dewberry for Engineering Services executed March 14, 2023. Engineering is underway! This is great news! Stormwater System Field Maps for Drainage Pipe Inspections and Route Surveying have been prepared and quotes are being requested for drainage pipe inspections and route survey.
- Gouras & Associates is coordinating project information with Dewberry to begin stakeholder outreach for the environmental review record. This is ongoing.
- Environmental review underway. Working with Cypress Environmental Engineering on stakeholder outreach. Compiling necessary documentation. This is ongoing.
- Throughout July, Dewberry verified the scope of work for the project area, prepared stormwater system field maps for drainage pipe inspections and route surveying, and quotes were requested for drainage pipe inspections and route survey. Gouras distributed initial stakeholder outreach letters for environmental engagement during the week of August 14-18 (Gouras)
- Engineer has been working to finalize scope and costs for drainage pipe surveys.
- Stakeholder outreach information has been distributed for the environmental review. Information will be sent to Tribes, SHPO, Statewide Clearinghouse in the coming days. An 8-step process will be required; the City is working with its grand amico to coordinate publication of the Early Notice and distribute a copy to interested parties.
- Quotes were received for drainage pipe inspections and route survey, working to revise the scope and cost of drainage pipe survey.
- Monthly report submitted 10/10/23. Scope and cost for drainage pipe survey was refined and notice to proceed with survey activities is under way. Work on environmental review continues.

14. CDBG-DR Hometown Revitalization
- City has received environmental exemption for administrative and engineering services. ALL policies needed have been completed! ENGINEERING PROCUREMENT IN PROGRESS! The contracted engineer, once selected, will put together a project schedule based on design time needed and anticipated construction duration. Environmental review will run concurrently with design and permitting. City authorized to enter into contract negotiations with Halff, CDG, and Dewberry on 11.8.2022. Draft contracts have been submitted and are currently under review with counsel. Recommendation to execute contracts and award task orders approved on 12.6.2022, subject to DEO review/approval.
Riverfront (M0034): CENST approval memo was issued by DEO on July 14, 2022. The city is currently working on the RFQ for engineering procurement. Once an engineer is on board, we'll be able to confirm scope of work and begin environmental review. The contract 7 has been reviewed by DEO and we are currently working to address DEO comments. Halff Engineering was selected for this project; the contract is currently under review with city attorney. The draft contract was submitted for DEO review. DEO has requested a draft task order for this project prior to execution. The engineer is currently preparing the task order. City Staff met with Halff for a site inspection on 3/14. Specifics were addressed and draft revised Task Order was created on 4/21. City Staff met with DEO and Gouras & Associates on June 8, 2023 to amend the agreement to properly reflect the scope of work. As of June 29, 2023, the City and DEO have agreed to a modified scope and the amendment with DEO is under development. Halff has executed a task order for the revised scope, which has been submitted to DEO for authorization to execute. Received authorization to execute modified contract. Final SOW complete! Project moving forward.
• Engineering Task Order was executed and has been submitted to DEO for final approval to move forward.
• DEO has been working on an amendment to the grant agreement. The City is waiting for final amendment to execution.

15. CDBG-DR Hill Community (M0033)
• CENST approval memo was issued by DEO on July 14, 2022. It was reviewed and we are currently working to address DEO comments. The City is working on the RFQ for engineering procurement. Once an engineer is on board, we'll be able to confirm scope of work and begin environmental review. **CDG Engineering was selected for this project; the contract is currently under review with city attorney.** The draft contract was submitted for DEO review. DEO has requested a draft task order for this project prior to execution. The engineer is currently preparing the task order.
• **The City has been working with CDG on a task order that falls within the project budget.** The current version is under review with the City. Once reviewed by the City, this can be submitted to DEO for authorization to execute.
• **Once an engineer is on board, we'll be able to confirm scope of work and begin environmental review.**
• City Staff met with CDG.
• Field work under way!
• Field work is completed for topographical surveys for sidewalks. The project engineer has been contacting private property owners (Croom’s, Keep It Clean Game Room, Q’s Corner, 120 MLK Jr. Blvd, Massey Building) regarding improvements to each site; however, some property owners have not been reached. Gouras’ development of stakeholder outreach information for environmental review is ongoing.

• Throughout July, CDG completed site visits to several locations (Croom’s and Massey) and worked on schematic designs (Keep it Clean, Q’s, 120 MLK Jr. Boulevard, and Massey). 30% design plan submittal was submitted for Sidewalks. Gouras distributed initial stakeholder outreach letters for environmental engagement during the week of August 14-18 (Gouras)
• Engineer has continued to work with property owners and the City on development plans/specs.
• Stakeholder outreach information has been distributed for the environmental review. Information will be sent to Tribes, the SHPO, and State Clearinghouse in the coming days. An 8-step process will be required; the City is working with its grant administrator to coordinate publication of the Early Notice and distribute a copy to interested parties.
• Architectural schematics of the five buildings are all complete or nearly complete, the sidewalks have finalized plans and specs and have been sent to review to be able to move to bidding upon approval.

• City held a Special Meeting regarding the Hill Sidewalks on October 5, 2023, at Holy Family Senior Center. CDG representative Chase Gunter and Gouras & Associates representative Chris Gouras were in attendance. After the CDG presentation and community comment, the Commissioners decided to revisit the design plan and locations of sidewalks.

16. DEO CDBG Riverfront Revitalization (M0034):
• On 07.19.2023, DEO authorized execution of the modified Halff task order, which corresponds to the updated scope of work in the DEO amendment that is currently under development.

• The City and Gouras continued to work with DEO on the updated scope of work for this project. Halff modified the design task order to correspond with the updated DEO scope of work. The revised design task order was submitted for City review on 08.15.2023. Once this is executed, Gouras will work with Halff to develop outreach documentation for environmental stakeholder outreach.

• The City approved the Task Order for engineering and the process for drafting stakeholder letters for the environmental review to begin.

• Engineering task order was executed and has been submitted to DEO for final approval to move forward, which was received on 9-22-23.

• DEO has been working on an amendment to the grant agreement. The City is waiting for the final amendment before execution.

• City has a webinar with the project engineer (David Synder at Halff) scheduled for Tuesday 10/24 to ensure that the engineer and City are aligned on work to be designated.

17. HMGP Critical Facilities Generators – Received and signed Release of Funds forms for CDBG-DR DEO match – HMGP has funded the generators and agreement signed. HMGP admin bidding was advertised and has closed. Advertised in The Democrat per MSA paper standards from DEO and awarded to TME 9/27. TME is working on RFP for a contractor for the generators and installation. Waiting on delivery dates and costs for generators. The delays are at least 55 weeks with a cost increase of 4 times the original figures. Once we determine those issues, we will advertise an RFQ. In addition, an amendment will need to be done with the state to address the time and cost. (12/1)
• TME discussed with funding agency reps and they have decided we should not wait on Ring Power for quotes due to the timelines. TME is taking the Scope of Work and developing an RFP for these services. Will be sending to funding agency by mid-January for approval to advertise – after the bids come in we will do an amendment with the funding agency for the time and funding increase on this effort. The funding agency is aware of the rising costs and are telling us to try for an amendment with them to cover the additional costs, but we will not know for sure until the amendment is submitted after bids are received. (12/21) The ITB was submitted to DEO to approve for advertising. Hoping to get the go ahead this week. The overall timeline is 59 weeks now. The Workplan for DEO has been updated to reflect the timeline. Amendments with FDEM will be completed and letters will need to be sent to DEO. (1/31/23). The template ITB was approved. We are working on the individual ITBs now. DEO will have to approve. Once we receive approval, the ITB will be advertised and a contractor will be selected.

• Invitation to Bid (ITB) have been posted on the website and will be advertised in the Tallahassee Democrat on March 24th and 31st. The window for submission will close on April 28th. In addition, COA held site visit at all critical facilities generators locations. (4/20). Generator cost overruns have been submitted. New ITB’s are being released since cost overruns are not being approved in a timely manner.

18. HMGP Market Street Vacuum Station M0016 - Received and signed Release of Funds forms for CDBG-DR match – HMGP has funded the generators and agreement signed. HMGP admin was advertised and has closed. Advertised in The Democrat per MSA paper standards from DEO and awarded to TME 9/27. RFQ is advertised with a due date of 2/2/23 and award date of 3/7/23!

- No bids were received, so we had to extend and re-advertise. A contract will be let with the selected engineering firm. An extension with FDEM was submitted in mid January. (1/31/23)
- Engineer Award being presented 3/7!
- Bids were received and a contractor was selected. Working on the contract for execution.
- CPWG chosen as the engineer for design.
- Site visit on June 30th.
- Design will be completed by December 2023. No additional updates at this time.

19. Michael FEMA Bodiford - BODIFORD PLANS COMPLETE! Waiting for exemption for permits from FEMA to be reviewed. - Received exemption ... waiting on FEMA to re-establish the costs in the project. Still waiting on FEMA 12/21. Project is still in EHP at FEMA (1/31/23). No movement on the FEMA side (March 23). In communication with EHP at FEMA. COA is in communication with Grant Manager at FEMA. We emphasized the need for these projects to move
forward. Was informed is still going through a review process in EHP (EHP has an extremely heavy workload due to Hurricane Ian and Hurricane Nicole) (April 2023). Project moved out of EHP and is waiting for COA staff to approve and sign. 

Procurement process to begin soon. Waiting for bid packets from grant admin. Bid documents completed. Project was published and ITB process closes on 10/26/23. The project officially out for bid.

20. **Michael FEMA Scipio** – Designs from Dewberry draft complete – waiting for full. Waiting for scope verification from FEMA to bid out. Still waiting on FEMA 12/21. Project is still in EHP at FEMA (1/31/23). No movement on the FEMA side (2/2/23). In communication with EHP at FEMA. COA is in communication with Grant Manager at FEMA. We emphasized the need for these projects to move forward. Was informed is still going through a review process in EHP (EHP has an extremely heavy workload due to Hurricane Ian and Hurricane Nicole) (April 2023). Project moved out of EHP and is waiting for COA staff to approve and sign. Procurement process to begin soon. Waiting for bid packets from grant admin. Scipio Creek Marina Dock Repairs have been published and ITB released. It will expire on 11/2/23. Project officially out for bid.

21. **Michael FEMA Alleyways Repairs** – Alleyway: 3, 7, 9, 8, 10, 11, 6, 2, 5, 12, 4. **Crushed Shells to be replaced.** There is an in-kind match of 15.5%. Extensions requested for all FEMA projects – extension granted. City staff is currently measuring alleys to get updated quotes on materials. Oyster shells are no longer available, so City is looking into other options such as gravel, lime rock, asphalt millings, etc. Scope will have to change with FEMA before beginning. Currently working on scope change to submit to FEMA for approval and assessing which materials would be best for alleyway repairs. EHP is currently on backlog with Hurricane Ian. Obtaining materials quotes. Quotes received 7/25/23 and sent to City Manager for review. Obtaining new quotes. The project is underway and being completed by force account labor.

22. **Old City Hall and HCA Contents loss** – Ordering replacement items from loss. Funded! – just needs to be ordered and receipts turned in. Partially ordered – postponing ordering of remaining items until back room flooring of City Hall complete to place items in.

23. **Lafayette Park** – Boardwalk work and lighting donation have been COMPLETED! It appears that we were supposed to be exempt from permits for this work per engineer opinion, since there was no in-water repairs. but we are waiting for USACE and DEP to confirm this with FEMA before this project can close out and Bodiford and Scipio can begin. - Received the USACE and FDEP permits! Still waiting on FEMA 12/21. Project is still in EHP at FEMA (1/31/23). No movement on FEMA side. No movement on the FEMA side. Contact with EHP at FEMA. We emphasized the need for these projects to move forward. Was informed is still going through a review process in EHP (EHP has an extremely heavy workload due to Hurricane Ian and Hurricane Nicole) (April 2023). Project moved out of EHP and is waiting for COA staff to approve and sign. Procurement process to begin soon.
DEP Resilient Florida + Water Restoration Assistance - WWTP & Vulnerability Study

WWTP-

24. **Grant #1 WWTP Headworks and SBR Relocation** is an application for the WWTP totaling $14 million - the City of Apalachicola was **approved for the full $14 million** for new equipment and relocation.

DEP contacted us and let us know we had 2 duplicated grant efforts both submitted to them. Both are for the WWTP – and combined could cover the entire WWTP Project costs, headworks and all. DEP has agreed, with some preliminary efforts to ensure the scope and pricing are as they should be. **Total project costs are approximately $19M, which will be fully funded through two separate DEP awards (Award #1 = $13.4M, Award #2 = $5.6M). See cost breakdown below.**

- Scope of works for both efforts are in progress! Cost breakdown below:
- DEP requested several documents to send out agreements – documents supplied. Still ongoing. **DEP Award #1 & #2 have both been executed!**
- A Kickoff Webinar for Award #1 was held with DEP and the City on 11/1/2022.
- While continuing services agreements can generally be used for DEP funding, the expected cost of the construction contract exceeds thresholds for use of continuing services agreements. As previously reported, Engineering services for this project will utilize a firm selected from the Engineering RFQ that is being used for CDBG-DR efforts.
- City authorized to enter into contract negotiations with Halff, CDG, and Dewberry on 11.8.2022. Draft contracts have been submitted and are currently under review with counsel. City staff authorized to execute contracts and task orders approved on 12.6.2022, subject to DEO review/approval.
- **Dewberry Engineering was selected for this project and is developing a task order for this project; the contract is currently under review with city attorney.**

- Engineering Continuing Services Agreement executed 02.24.2023. The contract has been submitted to DEP, as well as a draft task order for this project.
- Draft administrative task order submitted to DEP on 02.23.2023. DEP authorized execution on 3.15.23. Task order is currently pending city execution. Task Order Completed.
- Payment 1 request submitted. This was approved and the advance payment has been remitted to the City.
- DEP has requested a grant amendment to reallocate funding between the two grant agreements. (The project is still fully funded – this is just a budgetary adjustment between grants.) Gouras has been working with DEP on this amendment.
- The project received sampling results, worked on biological process modeling, initial design layout, and process equipment selection in the Preliminary Design Report. As of 06.30.2023, design is approximately 15% complete.
- Design work continued throughout October 2023 and is currently around 25%.
- Advanced Pay has been approved for both grants and reports are up to date through October 2023.

COST: The Total Estimated Cost of this Project is $18,927,391. The anticipated funding breakdown is for FDEP to fund approximately $5,551,875, and FDEP-SRF to fund $13,375,516.

25. **Grant #2 Vulnerability Study** – **FUNDED!** Contract signed with Bay Media and research, data collection has begun.
   - Public Workshop took place on December 6.
   - Modeling and research currently underway! (3/31/23)
   - First deliverables met!
   - **Peril of Flood Comp Plan Amendments submitted to DEP**
   - Raw data collection complete, identification of data gaps complete, currently processing critical data for submission to DEP. Based on data gaps (water, sewer, and stormwater line digital maps, an application prepared and submitted for data gap resolution funding. See associated resolution.

26. **Coronavirus State and Local Fiscal Recovery Funds (SLFRF) – American Rescue Plan** –
    The City formerly made an application to the SLFRF program and received an award of $1,179,010.00. The City has received half of this allocated amount and will receive the second half after spending the first deposit. City has elected to receive “standard allowance” for government services.
    - Funds must be obligated by December 31, 2024
    - All expenditures must be complete by December 31, 2026
    **American Rescue Plan Info:**
    - Electing the “standard allowance” to spend on government services.
      - Government Services generally include any service traditionally provided by government unless Treasury has stated otherwise. Here are some examples:
        - Construction of schools and hospitals
        - Road building and maintenance and other infrastructure
- Health Services
- General Government administration, staff, and admin facilities
- Environmental remediation
- Provision of police, fire, and other public safety services, including purchase of vehicles
  - However, these funds may not be used for a project that conflicts with or contravenes the purpose of the American Rescue Plan Act statute (uses of funds that undermine COVID-19 mitigation practices in line with CDC guidance and recommendations)
  - AI projects MUST follow 2CFR procurement.
  - No construction of the following:
    - New correctional facilities as a response to an increase in rate of crime. New congregate facilities to decrease the spread of COVID 19 in the facility. Convention centers, stadiums or other large capital projects intended for general economic development or to aid impacted industries.
  - Funds cannot be used for payments for debt services or replenishing rainy day funds.
  - Progress Report is due at the end of April with a list of expenditures. Finance Dept. will provide; plan for April 30th Report to be completed this date.
  - Finance Department is currently creating Progress Report.
  - Annual report submitted on April 30th.

27. DEO Rural Infrastructure Fund FY 22-23: Spray field and Solar Project
City applied for DEO RIF for Spray Field Repair and Solar Project. We are requesting $126,890.00 to cover 150 replacement spray heads and installation of 11 solar controllers and supplementary batteries. The spray heads are $553.00 apiece, and the solar installation costs (in total) amounts to $87,880.00 for 22 locations. The $126k would be applied to half of the total cost and address half the work needed. Application date was March 13, 2023. We expect to hear from DEO around June.

28. Old City Hall Phase III
City applied for Phase III of Old City Hall through a DOS Special Categories Grant. It was presented to City Commissioners on June 6, 2023. This grant would further address the repair/reconstruction of Old City Hall. We hope to hear something by September. Application reopened 8-18-23 to request additional information. DHR hearing to rank projects September 27.

29. DEO CPTA 23 Workforce Housing
- City applied for Community Planning Technical Assistance Grant through DEO to apply to $75k to supply the City with resources needed to create a Workforce Housing Plan that will address viable solutions to the lack of workforce housing. Application submitted 6/15/23. We expect several months turnaround time during the scoring process. FUNDED! Awaiting next steps!
DEP Resilient Florida 23-City was recently made aware of funding available through DEP Resilient Florida program. There are two types of grants we are applying for 1. Planning 2. Implementation.

30. **Planning:** The City of Apalachicola will have completed the Vulnerability Analysis Update this summer and, based on the data, is ready to begin the identification of adaptation action areas (AAA) within the City, develop recommended mitigation strategies and identify specific projects to implement mitigation measures within those target areas. Application submitted. Pending review.

31. **Supplemental Vulnerability Assessment Funding:** Data gaps identified during the critical asset review of the Vulnerability Assessment process. DEP Resilience funds are available to seek funding to resolve data gaps and get required utilities digitized and imported into the City’s digital mapping system. Applying for supplemental Vulnerability Assessment Funding to resolve data gaps in water, sewer, and stormwater digital mapping resources.

32. **Coastal Partner Initiative (CPI); Conservation Corp/Oyster Corps:** CPI is an FDEP grant that will provide funding to enhance and protect coastal resources in Apalachicola Bay by meeting the priorities of improving water quality and restoration and protection of vulnerable coastlines by focusing on oyster shell reclamation. The grant is for $60 with a match of 1:1, provided by Oyster Corps.

   - At the Commission Meeting on July 11, 2023, Commissioner Grove requested this grant be written and prepared on behalf of the City by the members of the Oyster Corps. The motion passed. Plan to submit in August or September.

*All information included in this report is accurate as of October 25, 2023, at noon. After that time, information is subject to change. If you have any questions, please send them to kfalkner@cityofapalachicola.com*
1. Moran & Smith were here the week of October 6th to start on the FY 21-22 audit. They will return the week of November 6th. We are diligently working to get this audit completed. We are pushing to have it completed by the end of December.

2. We have started uploading documents for the FY 22-23 audit. This audit will start immediately following the completion of FY 21-22.

3. I have a phone call with Banyan scheduled for November 1st. Chris Moran will be in on the phone call as well to offer guidance in setting up a correct chart of accounts. It is imperative that the new system is set up properly with the new chart of accounts. Banyan has forwarded me and Chris what was previously submitted so we can see exactly what we need to correct. It will take a lot of effort, but my goal is to have Banyan up and running in the finance department no later than end of December.

4. Now that 21-22 audit is underway, I will start taking a deep dive into financials and FY 23-24 budget. Budget amendments will have to be made, but I want to have the most accurate information. Finance Department is working, along with the auditors, to get correct balances in all accounts.

5. The workers comp audit and public depository reports are both due by November 15th. Those reports will be completed and submitted before the deadline. The necessary paperwork to complete the budget process for FY 23-24 has been submitted to the Department of Revenue.

6. The Finance Clerk does an amazing job at issuing purchase orders, posting deposits, and running accounts payable. While she completes the day-to-day tasks, I can focus on the detailed tasks that must be completed. There is much work to be done, and we are working hard to get this department where it needs to be.

If anyone has any questions, please don’t hesitate to contact me. My door is always open, I respond to email, or you can call me anytime.

Lee Mathes
City Clerk/Interim Finance Director
ATTORNEY REPORT

TO: City Commission, City of Apalachicola
FROM: Daniel W. Hartman, Esq.
DATE: November 2023
SUBJ: City Attorney Report for Commission Meeting

1. Robert Davis – Lot 6, Block 161

I have reviewed the title commitment, chain of title, reviewed Pat Floyd’s letter of June 2, 2017 and followed up with Kristy Banks who performed the title search in 2020.

The chain of title contains certain assumptions regarding conveyances of the property between prior owners, beneficiaries and interested parties. Nonetheless, the title commitment indicates that Mr. Davis was capable of conveying the property to the City, and that the property title is now vested in the city. The City has the legal right to sell or otherwise convey its ownership rights in the property.

The arrangement with Mr. Davis described in the June 2, 2017 Floyd letter is not supported by any documentation signed by both parties (the City and Mr. Davis). As a result, it may not be enforceable. It is up to the City whether or not it would like to treat the proceeds from any sale in the manner set forth in the Floyd letter. In the even the City wishes to surplus the property we should follow the standard process of an advertisement soliciting offers to purchase for consideration by the Commission. The City would convey the property by Quit Claim Deed such that any party purchasing would be responsible to get their own title insurance and deal with any potential title issues. The City would be conveying the interest that it holds in Lot 6, Block 161.

2. Botanical Garden

I have spoken with Torbin Madsen regarding the proposed improvements at the Botanical Gardens presented by the Lessee at the September Commission meeting. He indicated that the Committee would review and provide their input and recommendations to the City Commission regarding the proposed improvements.
3. **Municipal Code**

We have been in contact with MuniCode in order to correct certain clerical errors including the parking mitigation ordinance language that was not included and duplicate site plan criteria. Progress is being made on this and we do not anticipate the need for Commission action at this time.

As to Ordinance 2020-03 (Adoption and Repealer Ordinance) the Clerk has confirmed the lack of a first reading prior to adoption. As a result the City should re-adopt this Ordinance. The options discussed include a simple re- adoption of the original Ordinance up to an including an evaluation of the Code for any Ordinances that were repealed and to draft a new adoption/repealer Ordinance which expressly deals with these items.

In short, we have option of fixing the identified procedural defect or address both the procedural defect and attempt to deal with any/all substantive defects in the Code to be adopted. The former being the quickest solution and the latter requiring substantial analysis and consideration in order to be done properly.
A Public Hearing and Regular Meeting of the Apalachicola City Commission was held on Tuesday, October 3, 2023, at 4PM at the Apalachicola Community Center, #1 Bay Avenue, Apalachicola, Florida.

Present: Mayor Brenda Ash, Commissioner Despina George, Commissioner Donna Duncan, Commissioner Anita Grove, Commissioner Adriane Elliott, City Manager Travis Wade, City Clerk Lee Mathes, City Attorney Dan Hartman, Planner Bree Robinson, Code Enforcement Officer PJ Erwin

Mayor Ash called meeting to order followed by Invocation and Pledge of Allegiance.

SWEARING IN OF MAYOR, CITY COMMISSIONER SEAT 1, & CITY COMMISSIONER SEAT 2

Jimmy Elliott sworn in Commissioner Adriane Elliott with the following oath:

I, ADRIANE ELLIOTT, DO SOLEMNLY SWEAR THAT I WILL SUPPORT, PROTECT, AND DEFEND THE CONSTITUTION AND GOVERNMENT OF THE UNITED STATES AND THE STATE OF FLORIDA; THAT I AM DULY QUALIFIED TO HOLD OFFICE UNDER THE CONSTITUTION OF THE STATE OF FLORIDA AND THE CHARTER OF THE CITY OF APALACHICOLA, AND THAT I WILL WELL AND FAITHFULLY PERFORM THE DUTIES OF COMMISSIONER SEAT 2, OF THE SAID CITY ON WHICH I AM ABOUT TO ENTER, SO HELP ME GOD.

Commissioner Despina George sworn herself in with the following oath:

I, DESPINA GEORGE, DO SOLEMNLY SWEAR THAT I WILL SUPPORT, PROTECT AND DEFEND THE CONSTITUTION AND GOVERNMENT OF THE UNITED STATES AND THE STATE OF FLORIDA; THAT I AM DULY QUALIFIED TO HOLD OFFICE UNDER THE CONSTITUTION OF THE STATE OF FLORIDA AND THE CHARTER OF THE CITY OF APALACHICOLA, AND THAT I WILL WELL AND FAITHFULLY PERFORM THE DUTIES OF COMMISSIONER SEAT 1, OF THE SAID CITY ON WHICH I AM ABOUT TO ENTER, SO HELP ME GOD.

Roderick Robinson sworn in Mayor Brenda Ash with the following oath:

I, BRENTA ASH, DO SOLEMNLY SWEAR THAT I WILL SUPPORT, PROTECT AND DEFEND THE CONSTITUTION AND GOVERNMENT OF THE UNITED STATES AND THE STATE OF FLORIDA; THAT I AM DULY QUALIFIED TO HOLD OFFICE UNDER THE CONSTITUTION OF THE STATE OF FLORIDA AND THE CHARTER OF THE CITY OF APALACHICOLA, AND THAT I WILL WELL AND FAITHFULLY PERFORM THE DUTIES OF MAYOR, OF THE SAID CITY ON WHICH I AM ABOUT TO ENTER, SO HELP ME GOD.

AGENDA ADOPTION

Motion to adopt agenda with the following amendments made by Commissioner Grove, seconded by Commissioner Elliott.

Adding under consent agenda: City Commission Minutes – September 25, 2023 Budget Public Hearing & Special Meeting; City Commission Minutes – September 27, 2023 Workshop

Motion carried 4 to 0.
PUBLIC HEARING – ORDINANCE 2023-03 – SIGN ORDINANCE

Attorney Hartman read Ordinance 2023-03 by title as follows:

AN ORDINANCE OF THE CITY OF APALACHICOLA, FLORIDA, PROVIDING FOR AMENDMENT OF PART II – CODE, SUBPART B – LAND DEVELOPMENT CODE, CHAPTER 113 – SIGN REGULATIONS; PROVIDING FOR ADDITIONAL DEFINITIONS, METHOD OF COMPUTATION, PROVIDING FOR A PURPOSE AND SCOPE OF SIGN REGULATIONS, PROVIDING FOR STANDARDS, PROVIDING FOR REGULATION OF MURALS ON PRIVATE PROPERTY, PROVIDING FOR SEVERABILITY, PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND ESTABLISHING AN EFFECTIVE DATE.

Commissioner Elliott commented that she opposes this ordinance as is because of language relating to sign size and murals.

No further comment. Public hearing closed and regular meeting opened.

Commissioner Duncan entered meeting at this time.

PRESENTATION – SOUTHERN GROUP/OVID SOLUTIONS

Julie Dennis and Rachel Cone gave presentation regarding the Area of Critical State Concern Workplan, updated Commission on requesting the full $5 million ACSC Stewardship Act funds and recommended that appropriation requests for projects that don’t qualify under the ACSC Stewardship Act funding be submitted by the end of October.

City Manager Wade stated a special meeting will have to be held to approve appropriation requests.

PUBLIC COMMENT

1. Tom Morgan – applauded Commission on $5 million ACSC Stewardship Act funding and addressed downtown parking problem.

2. Faye Gibson – expressed concern regarding the Botanical Gardens bathroom construction and would like the Parks & Recreation Committee to work with Attorney Hartman on reviewing the State’s management plan for Botanical Gardens.

REQUEST TO PURCHASE CITY PROPERTY – MARK GALBREATH

City Manager Wade stated that Mr. Galbreath is requesting to purchase the property at the corner of 10th Street and Avenue L. There are three structures on the property which consists of a brick house which faces Aveve L and encroaches into the alley, old restaurant on the corner, and the shotgun house on 10th Street which encroaches onto the neighboring property.
Attorney Hartman stated the City could have the property appraised, advertise the sell, and accept sealed offers on the property.

Mr. Galbreath stated he would like to purchase the property, make improvements, and put the property back on the tax rolls.

Discussion held concerning how City acquired the property and property title.

Commission agreed to authorize Attorney Hartman and City Manager Wade to research this matter and provide an update at next regular meeting.

**PARKING MITIGATION REQUEST**

Bree Robinson stated that the Apalachicola Yacht Club has had to reduce their occupancy by removing two tables to meet the parking requirements to receive a Certificate of Occupancy and business license. If Mr. Mathis would like to return the two tables, then he would be required to pay the $5,000 fee for one public owned parking spot which would be deposited into the Apalachicola Parking Mitigation Fund as mentioned in Ordinance 2018-02.

Commissioner Elliott stated that she will be abstaining from the vote and will file Form 8b with the City Clerk after the meeting.

Clayton Mathis, Apalachicola Yacht Club, stated that he does not agree with the parking mitigation fee, especially when building permits were issued and wasn’t until he was ready for the Certificate of Occupancy and business license was he told that he didn’t meet the parking requirements. Parking requirements are not mentioned in any of the processes to obtain a building permit. Mr. Mathis stated that no Apalachicola Parking Mitigation Fund has been created, and there are no records indicating what spaces have already been obligated with prior parking mitigation. Mr. Mathis further stated that the old business, Tin Shed, should have had 11 allocated parking spaces. Mr. Mathis has added 4 spaces which would make the total number of parking spaces 15 which should be enough to meet the parking requirements. Mr. Mathis is requesting to waive the parking mitigation fee and allow him to operate his business with the 4 new spaces that was created along with the 11 spaces that was allocated to the Tin Shed.

Bob Lautner stated that the Apalachicola Yacht Club should inherit Tin Shed’s parking spaces and the building official should have addressed any parking issues before any building permits were issued.

Attorney Hartman stated Mr. Mathis met his parking requirements by removing 2 tables. There are several developments coming up that will need parking mitigation, so whatever the Commission decides will set a precedence.
Mayor Ash commented that the building official did not mention parking requirements during the permitting process.

Attorney Hartman stated that any parking mitigation should have been received and approved before a building permit was issued. If the original building plan showed the need for additional parking spaces, then the building permit was issued prematurely.

Mayor Ash stated that Mr. Mathis is now requesting to pay the $5,000 for the additional parking space.

Mr. Mathis stated he did not request to pay the additional amount.

Bree Robinson stated she wrote the original board action request.

Discussion held regarding allowing the 15 parking spaces (11 Tin Shed, 4 new) and designating parking to businesses.

Attorney Hartman stated that Mr. Mathis is currently in compliance, but if he wants to add back the 2 tables, then he would have to mitigate the 1 parking space and the Commission can waive the fee if they choose to do so.

Commissioner George stated it is hard for someone to abide by the rules when the rules are not available for them to research.

Mayor Ash stated at this time there is not enough information to make a decision at this meeting. The Apalachicola Yacht Club is opened for business, and we need to make sure the Commission is doing right for everyone.

Commissioner George stated he can open, but he will be opening with less tables. Give him the opportunity now to mitigate one more space so he can put in 2 more tables.

Mayor Ash stated he did not provide any parking mitigation plan for this meeting and his request was to waive the fee and obtain the 11 parking spaces from the Tin Shed.

Mr. Mathis stated he is agreeable to operating with a reduced capacity until this matter can be resolved.

Commission tabled matter until November 7th workshop to be held after the regular meeting.

**THE LODGE – FLOODPLAIN MANAGEMENT**

Attorney Hartman stated the owners of 145 6th Street are seeking a floodplain variance related to their elevation requirements. The LDC allows for a variance for historic structures when recommended by a floodplain administrator and approved by the Commission.
Motion to approve floodplain administrator recommendation to grant floodplain variance for 145 6th Street with respect to historic structures made by Commissioner Grove, seconded by Commissioner Duncan. Motion carried 5 to 0.

AUDITOR SELECTION

Commissioner George stated that Moran & Smith has submitted a draft engagement letter to provide audit services for the fiscal year ending September 30, 2023. If accepted as presented, this would be a renewal of Moran & Smith’s previous contract for services and the City would not be required to follow the auditor selection procedures specified in Florida Statues. Moran & Smith have also offered to provide audit services for fiscal year ending September 30, 2024, for the same rate if the Commission chooses to approve that engagement letter as well.

Motion to authorize Mayor Ash to sign Moran & Smith engagement letters to provide audit services for fiscal years ending September 30, 2023, and September 30, 2024, made by Commissioner George, seconded by Commissioner Grove. Motion carried 5 to 0.

ENCROACHMENT AGREEMENT AMENDMENT REQUEST - ZESTER

William Zester stated he constructed a carport for a golf cart over an existing encroachment agreement for a concrete pad. Mr. Zester stated he is requesting the Commission to amend the existing encroachment agreement to include a wood and metal roof, open carport to shelter a golf cart.

Attorney Hartman stated he advised Mr. Zester that encroachment approval comes from the Commission and the existing encroachment agreement relates to the concrete pad only. The carport extends over the concrete pad which creates more of an encroachment.

Commissioner Elliott asked Mr. Zester if a building permit was obtained.

Mr. Zester stated he did not obtain a building permit because he thought the carport would be covered in the existing encroachment agreement. Mr. Zester suggested he move the poles back even to the edge of the concrete pad, so the carport just the covers the existing encroachment which is the concrete pad and proceed with the correct process by applying to Planning & Zoning for an after the fact building permit to construct the carport.

Discussion held regarding failure to obtain building permit, increasing existing encroachment, setting a precedence by approving encroachment amendment, and options to relocate the carport to another part of the property.

Motion to deny encroachment agreement amendment request made by Commissioner Elliott, seconded by Commissioner George. Motion carried 5 to 0.
FLOODPLAIN ORDINANCE

Attorney Hartman outlined the current floodplain ordinance which states that a 50% valuation calculated for repairs of a structure in a flood zone is over a 10-year period. Franklin County and the City of Carrabelle have both adjusted their ordinances to a shorter period.

Bree Robinson stated the current ordinance prevents homeowners from doing full renovations.

Commissioner Grove stated the CRS is a point-based system that lowers flood insurance premiums for the community. If the look back period is lowered, it can reduce the CRS score. ISO had a problem with Franklin County when they lowered the time period. After discussing matter with FEMA experts, it is recommended to not go beyond 2 years, but we need to find out further information on how this is going to affect the community rating score.

Motion to table this matter pending further research and charge Commissioner Grove in gathering information that she discussed and bring back at November meeting made by Commissioner George, seconded by Commissioner Duncan.

Commissioner Elliott recommends having a report prepared in conjunction with Commissioner Grove’s information that she gathers, have Commissioner Grove work with Attorney Hartman and Planner Bree Robinson so when this matter comes back before the Commission in November, we will have a clear report on what actions we can take and what the effect of those actions will be.

Mayor Ash stated that Commissioner Elliott would like to add that a complete report is added with motion for November meeting.

Commissioner Grove stated that the Commission will have a lot going on with the parking mitigation in November and suggests to table until the December or January meeting. This is something staff is recommending and is nothing we have to immediately respond to.

Commissioner Elliott suggested that since this matter is not of urgent importance, ask Commissioner George to amend motion to have Commissioner Grove provide a detailed report with information, have Attorney Hartman and Planner Bree Robinson provide options about how to proceed, and table until December meeting. This would leave it open enough to allow for a detailed report and options to present.

Commissioner George amended motion to ask for follow up at December meeting, but would like to keep motion general, so rest of motion remains unchanged.

Commissioner Duncan seconded amended motion to table matter until December meeting. Motion carried 5 to 0.
SECOND READING & ADOPTION DECISION – ORDINANCE 2023-03 – SIGN ORDINANCE

Attorney Hartman read Ordinance 2023-03 by title as follows:

AN ORDINANCE OF THE CITY OF APALACHICOLA, FLORIDA, PROVIDING FOR AMENDMENT OF PART II – CODE, SUBPART B – LAND DEVELOPMENT CODE, CHAPTER 113 – SIGN REGULATIONS; PROVIDING FOR ADDITIONAL DEFINITIONS, METHOD OF COMPUTATION, PROVIDING FOR A PURPOSE AND SCOPE OF SIGN REGULATIONS, PROVIDING FOR STANDARDS, PROVIDING FOR REGULATIONS OF MURALS ON PRIVATE PROPERTY, PROVIDING FOR SEVERABILITY, PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND ESTABLISHING AN EFFECTIVE DATE.

Motion to adopt Ordinance 2023-03 made by Commissioner Grove, seconded by Commissioner George. Motion carried 4 to 1 with Commissioner Elliott opposing.

FIRST READING – ORDINANCE 2023-05 – PERVIOUS DECK ORDINANCE

Attorney Hartman read Ordinance 2023-05 by title as follows:

AN ORDINANCE OF THE CITY OF APALACHICOLA, FLORIDA, PROVIDING FOR AMENDMENT OF THE APALACHICOLA CODE OF ORDINANCES PART II – CODE; SUBPART B – LAND DEVELOPMENT CODE; CHAPTER 101 – GENERAL AND ADMINISTRATIVE PROVISIONS; ARTICLE I – IN GENERAL; SECTION 101-8 PROVIDING FOR AMENDMENTS TO THE DEFINITIONS DEALING WITH DECKS; PROVIDING FOR SEVERABILITY, PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND ESTABLISHING AN EFFECTIVE DATE.

Discussion held concerning deck definition and board spacing.

Motion to approve 1st reading and advertise for public hearing and 2nd reading made by Commissioner Elliott, seconded by Commissioner Duncan. Motion carried 5 to 0.

TRANSIENT LODGING DISCUSSION

Code Enforcement Officer PJ Erwin stated that since the City has started using the software for short term rental enforcement, several issues and concerns have arisen. Because the current ordinance states that short term rentals in the C-1 and C-4 area must have a minimum of 2 units with a maximum of 10 units and kitchen facilities are restricted to microwave use only, there are at least 30 short term rental units that are in noncompliance. Recommendation is made to remove or adjust the requirement regarding the microwave restriction and lower the minimum to 1 unit.

Attorney Hartman stated making these two changes would not make our current ordinance invalid as this doesn’t affect the rental duration.
Discussion held and public comments received regarding the current restrictions.

Commission agreed for Attorney Hartman to proceed with procedure to amend the current restrictions and bring back at November meeting for further discussion.

**ENCROACHMENT AGREEMENT – CSC REALTY**

Attorney Hartman stated agreement is ready for approval contingent upon changing insurance requirement from $500,000 to $1 million.

Motion to approve encroachment agreement for CSC Realty contingent upon changing insurance requirement from $500,000 to $1 million made by Commissioner Grove, seconded by Commissioner Elliott. Motion carried 5 to 0.

**ENCROACHMENT AGREEMENT O’STEEN**

Attorney Hartman stated agreement is ready for approval contingent upon changing insurance requirement from $500,000 to $1 million.

Motion to approve encroachment agreement for Jason O’Steen contingent upon changing insurance requirement from $500,000 to $1 million made by Commissioner Grove, seconded by Commissioner Elliott.

**MAYOR & COMMISSIONER’S COMMENTS**

1. Mayor Ash stated that Mayor Pro-Tem and other committee appointments need to be made.

Motion to reappoint Commissioner Grove as Mayor Pro-Tem made by Commissioner George, seconded by Commissioner Duncan. Motion carried 4 to 1 with Commissioner Elliott opposing.

Motion to reappoint Commissioner Grove as liaison to Volunteer Fire Department and Oyster Restoration Board made by Commissioner George, seconded by Commissioner Duncan. Motion carried 5 to 0.

Commissioner Elliott stated she is liaison on Battery Park Committee and Franklin County Local Technology Planning Team. The Battery Park Committee hasn’t met all year.

Mayor Ash if the Battery Park Committee needed to be dissolved.

Commissioner Elliott stated there are a number of committees and boards that no longer serve a purpose and could be dissolved.
City Manager Wade will supply a list of committees and boards that can possibly be dissolved at the November meeting for the Commission review.

Motion to reappoint Commissioner Elliott to Franklin County Local Technology Planning Team made by Commissioner Grove, seconded by Commissioner Duncan. Motion carried 5 to 0.

Commissioner George stated she has been the City’s representative on the Apalachicola Regional Planning Council for several years and feels this position should be rotated.

City Manager Wade will research Apalachicola Regional Planning Council representative appointment requirements and report back to the Commission.

Motion to reappoint Commissioner George as liaison to Audit Committee, Library Board, and Parks & Recreation Committee made by Commissioner Grove, seconded by Commissioner Duncan. Motion carried 5 to 0.

Motion to appoint Commissioner Duncan as representative to Tourist Development Council Board made by Commissioner George, seconded by Commissioner Grove. Motion carried 5 to 0.

Mayor Ash stated the City is currently without a finance director and recommends appointing Lee Mathes as interim finance director while the City goes through the advertising and interviewing stage.

Motion to appoint Lee Mathes as interim finance director made by Commissioner George, seconded by Commissioner Grove. Motion carried 5 to 0.

Mayor Ash stated a special meeting will have to be set to discuss and approve the appropriations requests.

Motion to adopt the Area of Critical State Concern Workplan made by Commissioner Grove, seconded by Commissioner George. Motion carried 5 to 0.

Mayor Ash stated digitalizing documents needs to be made a priority.

Mayor Ash stated she has had citizens request the current lease for The Matchbox.

City Manager Wade stated that all he has is the unsigned copy but will contact Helen Escobar for a signed copy.

2. Commissioner Grove updated Commission on Apalachicola Bay Systems Initiative.

3. Commissioner Elliott expressed concern regarding codification of ordinances, and the unsurety of what rules and regulations the City is supposed to be operating and governing under.
4. Commissioner Duncan – No comments.

5. Commissioner George – No comments.

CITY MANAGER COMMUNICATIONS

City Manager Wade outlined his report, and he is working with lobbyist to alleviate the City of Apalachicola from issuing the Apalachicola Bay Oyster license as stated in the Florida Statutes.

GRANTS COORDINATOR COMMUNICATIONS

Report attached.

ATTORNEY COMMUNICATIONS

Attorney Hartman stated several questions, clerical errors, oversights, and gaps in the City’s Land Development Code published by Municipal Code Corporation have been discussed. These include the effect of Ordinance 2020-04 which repealed the old Code and adopted the new code as published by the Municipal Code Corporation, the omission of Ordinance 2013-03 (Historic Guidelines) in the published Code; inclusion of language from ordinances (subject to a referendum) that failed (Ordinance 1985-01 referring to voting districts, inclusion by error); two sets of site plan procedures found in Section 111-3 (Ordinance 2018-07) and Section 109-48 (Ordinance 2020-03) and needed additional guidance related to parking mitigation specified in Section 111-288 – Supplemental Regulations of the Code. Certain issues will require additional research while some may be resolved as clerical errors directly with Muni Code. Other issues such as Historic Guidelines and parking mitigation will likely require Commission action in order to address.

Commissioner George explained that in January 2022 she discussed the topic of Muni Code errors, and it was agreed that we needed to know what our ordinances were, and that we needed to review Muni Code for additional errors. Since that time, additional errors have been found. There are concerns about what ordinances are repealed and what ordinances are not. We need to know what the City’s laws are. Ordinance 2020-04 was not adopted properly as there was not a first reading. Muni Code needs to be properly adopted, but we need some type of provision that doesn’t repeal any duly adopted ordinances.

Attorney Hartman stated the City can’t have ordinances that are not in Muni Code and expect people to comply with them.

Commissioner George stated we know what errors have been identified, so can we communicate the errors to Muni Code and have the corrections incorporated and then adopt the adoption of Muni Code ordinance properly with the additions and then if there are ordinances we want to remove or amend we have a good starting point.
Discussion held concerning omission of ordinances, clerical errors, and a plan to move forward.

Attorney Hartman stated the Commission can (1) let Ordinance 2020-04 cure by Florida Statute which will occur 5 years from the date of adoption; (2) Commission can adopt code as currently shown on Muni Code and repeal anything not on Muni Code; and (3) Identify any ordinance that was adopted that is not in Muni Code, deciding if each of those ordinances is something the Commission want in Muni Code and also determine if those ordinances need any basic changes to their format to the content of those ordinances.

Commissioner Elliott recommends going with Muni Code repeal ordinance which would be adopting what is on Muni Code currently and repealing what is not there, and then Commission can make amendments for what we would like to add back into Muni Code.

Commissioner Grove stated she cannot make a good decision at this time.

Commissioner George stated she doesn’t see how the Commission can knowingly repeal ordinances that were adopted by the Commission. If the Commission doesn’t like certain ordinances, then we need to individually go through the proper amendment process. If we have a chance to fix all the problems, then why wouldn’t we all the errors fixed. Muni Code needs to correct all the errors first, then pass a repealer ordinance.

Discussion continued.

Motion to proceed with adopting new repealer ordinance to begin process of correcting issues made by Commissioner Elliott. Motion died for lack of second.

Attorney Hartman will bring options with pros and cons at November meeting.

CONSENT AGENDA

Motion to approve consent agenda with the addition of September 25th and September 27th City Commission minutes made by Commissioner Grove, seconded by Commissioner George. Motion carried 5 to 0.

DEPARTMENT REPORTS

Included in agenda packet.

ADJOURNMENT

Motion to adjourn made by Commissioner Duncan, seconded by Commissioner George. Motion carried 5 to 0.
Brenda Ash, Mayor

Lee Mathes, City Clerk
City Manager Updates

Finance Director - Advertisements for the vacant Finance Director position have been published in the Apalachicola Times and on the City's website.

Building Official - Applicants were interviewed for the Building Official were interviewed and one candidate was selected. The applicant, who is a licensed Building Official with several years of experience in that position, chose not to accept the position. He stated that he has concerns with being able to find housing and the City could not match his current salary.

Building Department - One option to consider is to enter into an Interlocal Agreement with the City of Carrabelle, if they are agreeable, and split the cost of a Building Official if we continue to be unable to meet salary requirements of candidates.

Committee Vacancies - The Parks and Recreation Committee has two member vacancies and an alternate member vacancy. We also have a vacancy for an alternate on the Board of Adjustment. These vacancies are posted on the City website and a post was made about this on the City's Facebook page.
1. **Florida Department of Transportation (DOT) – SCOP Grant Application – Leslie Street**  
*City Commission passed Resolution 2022-01 on 2/23/22 for the City of Apalachicola to apply for funding for Leslie Street. Application was submitted electronically on 3/4/22. The City requested $610,169.30 to remedy the underground issues, resurfacing the entire street length, and for new road signs based off engineer’s estimate and recommendations. AWARDED! – City was awarded the full amount for Leslie Street! This funding window begins July 1, 2023, and ends June 30, 2024. We will take steps to make sure this work can be completed ASAP. Our representative from FDOT said to expect the agreement in 2023 before the funding window opens. Waiting for agreement from FDOT. Reached out to FDOT to inquire about agreement. Pending Agreement from FDOT. Expect to hear back sometime in July – we cannot sign any contracts or do any work until the agreement is fully executed. Agreement being drafted by FDOT.*  
- On 8/4/23, City Commission passed Resolution 2023-04 where the City authorized a contract with FDEN for MSCOP funds.  
- Draft Agreement received, reviewed, and returned to FDOT. Once the signature process has been completed, we will receive an executed agreement and Notice to Proceed.

2. **DEP Resilient Florida Grant application – Implementation**  
*City submitted a grant request in the amount of $2,039,500 to complete identified drainage projects in the city that have been documented but have not been funded by other sources. If funded, the funds will repair known nuisance flooding drainage issues in more than 29 locations throughout the City.*  
- **Funding approved!** Pending kickoff meeting and scope finalization.

3. **DEP Resilient Florida Grant application – Planning**  
*City submitted a grant request in the amount of $300,000.00 to analyze existing vulnerable critical asset infrastructure in the City’s commercial district and design a plan to mitigate street flooding through the retrofit of existing impervious parking and the design of pervious parking pockets on City-owned property, Avenue H specifically.*  

4. **Firehouse Subs Public Safety Foundation – Hurst Rescue Tools “Jaws of Life”**  
*An application requesting *Jaws of Life* rescue tools for the Apalachicola Volunteer Fire Department was submitted. These tools were a request from the VPD and will aid them in their efforts. If funded – the grant program will handle ordering, etc. No match required.*  
Waiting for updates, have been advised that most projects are funded by Firehouse Subs after 3+ complete applications. We have filed 4 so far. (1/31). APPLIED again for 2023 Q1 on 1/12/23 in the amount of $37,880.00 – will hear back in early April. If not funded, will apply again and look for other funding sources for the *Jaws of Life* equipment for VFD.
Preparing to apply for Q2 quarter. Currently gathering necessary information and documentation. Cycle opens 4/6 and closes 4/13.

**Application Submitted! We are looking to early July for updates!**
- Q4 Firehouse Subs Grant will open July 13 for FY23-24. Planning to reapply either way and are currently researching and gathering necessary materials.
- 7/6/23-**DENIED**. Will reapply for Q4 cycle opening in July 13th.

5. **Firehouse Subs Q4-Hurst Jaws of Life -** City applied for rescue equipment for Q3 cycle and was denied. City discussed with Rep and submitted new application on July 13, 2023. We expect to hear something in October.

6. **DEO Rural Infrastructure Fund – Drainage Basin Analysis Phase II + Camera Work of Stormwater Lines:**
   An application requesting $300,000 with no local match from the DEO Rural Infrastructure Fund was submitted on 8/31/22. The application was for Phase II of a Drainage Basin Analysis that began in 2018. This $300,000 grant proposal would fund an analysis of the drainage basins that border Apalachicola River and Bay. The proposal also includes funding to begin camera-work of the stormwater lines in phase I, as recommended in that report. (We must survey the damage before we can move forward on repairs.) The grant asks for $110,000 for the analysis and mapping (per engineer estimate), $5,000 for public education (grantors like to see we are promoting our message/work), $24,000 in admin, and $161,000 in camera-work for the phase I drainage basin area. This is a total of $300,000 and there is no required local match.
   Basins 11 and 3 were covered by the 2018 grant. This grant application would address the following basins: 1, 2, 4, 5, 6, 7, 8, 9, 10, 12-19.
   - **Funded 12/20/22!** Waiting for agreement!
   - Award letter received April 24, 2023. Staff developed Scope of Work and submitted to DEO. City is currently finalizing contract agreements for Drainage Basin Analysis then plans to move forward with procurement of engineer and contracting services.

7. **Rural Infrastructure Fund, DEO FY 21/22-Water Treatment Plant Improvements:**
   **Funded!** Application submitted electronically on 5/26/22 to the RIF program through DEO for fiscal year 21/22. City applied for $150,000 for engineering services that are going to needed as we navigate the Potable Water Consent Order and will set us up to apply for more funding down the line.
   **City was Funded for $147k to address the following:**
   - Evaluation of Existing Conditions
   - Enhanced Sampling Plan, Hydraulic Modeling, and Treatability Studies
   - Alternatives Analysis
   - Facilities Plan Report
   - 2/7/23 – Bid Award Recommendation to Dewberry Engineers. (Wrote the quote used to apply for this funding and are working on City consent orders, which this project will go hand in hand with.)
Bid Award Agreement passed on 2/7/23. Moving forward with Dewberry Engineers. Task order has been signed, project underway!

8. City of Apalachicola Old City Hall Structural Repair – Special Categories DOS
Application submitted electronically 5/31/22 for structural repairs for the Old City Hall building. (Middlebrook Building) Amount requested was $395,000 with an in-kind match of $98,750 for a total project budget of $493,750. The goal of this application is to secure funding to complete the Old City Hall Renovation and support the ongoing repairs funded through the NPS grant. The purpose is to stabilize the building, by proposing to install an interior rigid steel frame to provide the structural integrity of the building exterior masonry and support the historic second floor wood frame. – Applied - The Florida Historical Commission reviewed and scored eligible FY2024 Special Category grant applications on November 16, 2022. The Special Category Final Ranking Lists the City Hall project Year 2 ($395,000) as recommended for funding. Official notification of grant award is pending Secretary of State approval and budget appropriation. Received official notification of funding on 6-20-23. Waiting to receive grant agreement after July 1, 2023 about July 1 of 2023. This is great news! Preparing to receive notification early July. Agreement received. Pending approval from City. Contract signed; pending procurement process for contractors.

9. CPTA Community Planning Technical Assistance Grant Program – DEO
Application submitted 4/1/22 for updates to our local comprehensive plan as well as complete Phase 2 of the Apalachicola Areas of Critical State Concern Work Plan. If granted, grantee shall analyze the City of Apalachicola’s current local comprehensive plan and present required and recommended update to the City Commission considering resiliency. These ideas will be vetted through community engagement and based on feedback received from the community and City Commission, final amendments to the local comprehensive plan will be prepared for public hearing and subsequent transmission to DEO. The City will also undertake Phase 2 of the Areas of Critical State Concern Work Plan by updating the infrastructure project list and conducting project scoping and economic analysis for priority projects in preparation for the funding available through the Bipartisan Infrastructure Act as well as other state and federal grant opportunities. – AWARDED! Agreement received and signed in October.

- RFP was advertised and procured according to state statutes and City procurement policy. An award recommendation is on the agenda for 1/3/23 meeting.
- OVID Solutions w/ Bay Media Services as a subcontractor was awarded the bid recommendation and contracts were executed. OVID + Bay Media have began working and a workshop for this effort is scheduled 2/7/23 for a comp plan update and OVID (Julie Dennis) is working on the ACSC Plan and has been meeting with staff for needed details.
• First deliverables have been sent and are currently being evaluated by DEO.
• Bay Media completed Comp Plan Draft with recommended changes that were presented at March 7 Commission Meeting and two workshops with P&Z on March 13 and April 10. A joint workshop with P&Z and the City Commission is scheduled for May 8.
• COA has requested an extension (PO454) until June 30, 2023 in order to allow adequate time for Community and Board feedback. Extension Amendment submitted and approved on 6/15/23.
• Final deliverables submitted and approved. Pending reimbursement.

10. Department of Historical Resources African American Cultural and Historical Grants – Apalachicola African-American History Museum
Awarded $1 million with a $250k match from the City for a new construction museum next to Holy Family.
• Due to rising construction costs, the project scope has been changed from a 2-level, 2,500SQF footprint building to a 1-level, 2,000SQF building with elevated ceilings. Priorities include:
  o High Security
  o Storage Room
  o Office Space
  o Breezeway to Holy Family
  o Greeting Station/Small Gift Shop Area
  o ADA Accessible Bathrooms
  o Controlled Lighting for Exhibits
  o Building with Room for Add-On at later date
• FUNDED! Have submitted the project work plan and budget for the agreement draft from DOS. 8/25
• Question from DOS answered 9/26. Should hear back soon and have agreement in hand.
• 11/3 – Still waiting for agreement.
• 12/1 – Have draft agreement in hand for staff review.
• 12/19 – AGREEMENT SIGNED! Documents being turned in for FEIN and new grant coordinator must take their grant management quiz prior to procurement of services.
• 1/31 – New grant coordinator has taken quiz for first deliverable and is creating procurement documents for Architecture, Design, Permitting, & Engineering of the new building. We expect to begin procurement in February and this will be out to bid for 28 days.
• Documents for Architecture, Design, Permitting, & Engineering RFP completed. RFPs are currently posted to our City Website, advertised in The Apalachicola
Times and Tallahassee Democrat. Bids will be received until March 16, 2023, 3PM.

- One bid was received for Architecture, Design, Permitting, and Engineering. Per procurement procedures, COA will need at least two bid proposals. We will re-open the bid window for 28 days after approval from DHR.
- Received approval and have re-advertised RFP to run in the Democrat. Project pushed out until April 28th.
- Bids were received and scored according to procurement procedures. COA recommendation will be presented at the June 6 Commission Meeting.
- A motion to award contract to Hammond Design was approved by Commission.
- Hammond Design assembling draft contract, costs for survey, civil, and structural work.
- Contract currently being reviewed by DHR, Hammond Design, and City.
- Contract reviewed and signed. City has a meeting scheduled with architects to discuss scheduling.

11. HMGP – Backup Generator for Vacuum Station (108 Avenue F)

Grant application was submitted for $170,000 for a new backup generator. (Current in use is too small for need.) Had to apply for a portable generator instead of stationary, as they will not fund for a stationary one in a flood zone. Multiple RFIs (requests for information) were received and answered. Waiting on delivery dates and costs for generators. The delays are at least 55 weeks with a cost increase of 4 times the original figures. Once we determine those issues, we will adv an RFQ. In addition, an amendment will need to be done with the state to address the time and cost. (12/1)

- TME discussed with funding agency reps and they have decided we should not wait on Ring Power for quotes due to the timelines. TME is taking the Scope of Work and developing an RFP for these services. Will be sending to funding agency by mid-January for approval to advertise – after the bids come in we will do an amendment with the funding agency for the time and funding increase on this effort. The funding agency is aware of the rising costs and are telling us to try for an amendment with them to cover the additional costs, but we will not know for sure until the amendment is submitted after bids are received. (12/21) FDEM stated that this agreement was in the contracting phase. Once we get the agreement executed, we will let the ITB. The ITB was submitted to DEO to approve for advertising. Hoping to get the go ahead this week. The overall timeline is 59 weeks now. The Workplan for DEO has been updated to reflect the timeline. Amendments with FDEM will be completed and letters will need to be sent to DEO. (1/31/23) Once the agreement is received, we will let the ITB.
- ITB is scheduled to run in the Tallahassee Democrat on March 24th and March 31st. Will need competitive bids for generator installation before moving forward.
- Pending ITBs. Window closes April 28, 2023.
- COA conducted site visit for prospective bidder on April 20, 2023. Pending ITB expiration. 6/15/23-still pending ITB expiration.
- ITB expired and Madrid HMGF was chosen for this project.
- Site visit was conducted on June 30.
- Generator costs overrun have been submitted for approval.
- Quarterly report submitted.
- FEMA returned Quarterly report for additional edits. Edits being made and pending submission approval.
- Working on cost overrun.

12. National Park Service Hurricane Michael Repair/Mitigation - Grants for Repair and Restoration of the Montgomery Cotton Warehouse (Old City Hall) and the Harrison-Raney Cotton Warehouse (HCA)

- Old Cty Hall & HCA
The City submitted payment requests and has been paid for the first set of deliverables on each project. This is great news!

HCA – City readvertised the project based on procurement regulations and, based on submittals, selected Oliver Sperry Renovation and Construction, Inc, (Tallahassee) to complete the work. Preparation of contract is pending receipt of preservation experience documentation and DHR approval of contractor. A contract with Oliver-Sperry has been signed and work is expected to commence in the coming weeks. A minor contract amendment between the State and City is being drafted to reflect relocation of funds between categories. Staff has sought an extension from DHR. Extension amendment is being drafted by DHR. Renovations will begin soon, this is great news! The HCA will be closed from June 1, 2023-July 8, 2023. Oliver-Sperry Renovation Contract signed! Construction to begin concurrent with work on City Hall either late July or August. Construction has begun concurrent with work on City Hall. Deteriorating brick walls inside HCA requires additional work on downstairs walls. See separate funding board action request.

City Hall – City rejected both bids received on round two of RFP because estimated costs exceed amount of funding. The City has readvertised the project with a May 4 selection date. The City and State contract was amended to accommodate temporary structural support in advance of year 2 funding. Staff has sought an extension for this project from DHR.
Extension received. City Commission awarded contract to Oliver Sperry. Contract executed and work has begun.

13. CDBG-DR Infrastructure—Avenues Stormwater Repair Project (M0016) is moving forward. Engineer Procurement and design will need to be secured and created along with environmental review and clearance. ALL policies needed have been completed!

- **ENGINEERING PROCUREMENT IN PROGRESS!** The contracted engineer, once selected, will put together a project schedule based on design time needed and anticipated construction duration. Environmental review will run concurrently with design and permitting.
- Engineering Scoring of Bids has been completed. City authorized to enter into contract negotiations with Halff, CDG, and Dewberry on 11.8.2022. Recommendation to execute contract and award task order for this project was on the 01.03.2022 agenda, subject to DEO review/approval. DEO comments received on 1.31.2023 -- sent to City Counsel for assistance in addressing.
- All comments from DEO have been addressed. DEO authorized execution of the engineering services agreement on 02.13.2023; the continuing services agreement with Dewberry was executed on 02.24.2023.
- Met with DEO via Teams meeting along with Grant Administrator from Gouras & Associates. We are waiting for the task order from Dewberry and pushing Engineering and Environmental status by end of week (Friday March 3, 2023).
- Dewberry was selected for this project. All contract comments from DEO have been addressed. DEO authorized execution of the engineering services agreement on 2.13.23; the continuing services agreement with Dewberry was executed on 2.24.23.
- Task Order with Dewberry for Engineering Services executed March 14, 2023. **Engineering is underway! This is great news!** Stormwater System Field Maps for Drainage Pipe Inspections and Route Surveying have been prepared and quotes are being requested for drainage pipe inspections and route survey.
- Gouras & Associates is coordinating project information with Dewberry to begin stakeholder outreach for the environmental review record. This is ongoing.
• Environmental review underway. Working with Cypress Environmental Engineering on stakeholder outreach. Compiling necessary documentation. This is ongoing.
• Throughout July, Dewberry verified the scope of work for the project area, prepared stormwater system field maps for drainage pipe inspections and route surveying, and quotes were requested for drainage pipe inspections and route survey. Gouras distributed initial stakeholder outreach letters for environmental engagement during the week of August 14-18 (Gouras)
• Engineer has been working to finalize scope and costs for drainage pipe surveys.
• Stakeholder outreach information has been distributed for the environmental review. Information will be sent to Tribes, the SHPO, and State Clearinghouse in the coming days. An 8-Step Process will be required; the City is working with its grant administrator to coordinate publication of the Early Notice and distribute a copy to interested parties.
• Quotes were received for drainage pipe inspections and route survey, working to revise scope and cost of drainage pipe survey.

14. CDBG-DR Hometown Revitalization – Riverfront Revitalization and Hill Community Revitalization projects: City has received environmental exemption for administrative and engineering services. ALL policies needed have been completed! ENGINEERING PROCUREMENT IN PROGRESS! The contracted engineer, once selected, will put together a project schedule based on design time needed and anticipated construction duration. Environmental review will run concurrently with design and permitting. City authorized to enter into contract negotiations with Halff, CDG, and Dewberry on 11.8.2022. Draft contracts have been submitted and are currently under review with counsel. Recommendation to execute contracts and award task orders approved on 12.6.2022, subject to DEO review/approval. Riverfront (M0034): CENST approval memo was issued by DEO on July 14, 2022. The city is currently working on the RFQ for engineering procurement. Once an engineer is on board, we’ll be able to confirm scope of work and begin environmental review. The contract 7 has been reviewed by DEO and we are currently working to address DEO comments. Halff Engineering was selected for this project; the contract is currently under review with city attorney. The draft contract was submitted for DEO review. DEO has requested a draft task order for this project prior to execution. The engineer is currently preparing the task order. City Staff met with Halff for a site inspection on 3/14. Specifics were addressed and draft revised Task Order was created on 4/21. City Staff met with DEO and Gouras & Associates on June 8, 2023 to amend the agreement to properly reflect the scope of work. As of June 29, 2023, the City and DEO have agreed to a modified scope
and the amendment with DEO is under development. Halff has executed a task order for the revised scope, which has been submitted to DEO for authorization to execute. Received authorization to execute modified contract. Final SOW complete! Project moving forward.

Engineering task order was executed and has been submitted to DEO for final approval to move forward.

DEO has been working on an amendment to the grant agreement. The City is waiting for the final amendment for execution.

- **Hill Community (M0033):** CENST approval memo was issued by DEO on July 14, 2022. It was reviewed and we are currently working to address DEO comments. The city is working on the RFQ for engineering procurement. Once an engineer is on board, we'll be able to confirm scope of work and begin environmental review. **CDG Engineering was selected for this project; the contract is currently under review with city attorney.**

  - The draft contract was submitted for DEO review. DEO has requested a draft task order for this project prior to execution. The engineer is currently preparing the task order.

- **The City has been working with CDG on a task order that falls within the project budget.** The current version is under review with the City. Once reviewed by the City, this can be submitted to DEO for authorization to execute.

- **Once an engineer is on board, we’ll be able to confirm scope of work and begin environmental review.**

- City Staff met with CDG.

- Field work under way!

- Field work is completed for topographical surveys for sidewalks. The project engineer has been contacting private property owners (Croom's, Keep It Clean Game Room, Q's Corner, 120 MLK Jr. Blvd, Massey Building) regarding improvements to each site; however, some property owners have not been reached. **Gouras' development of stakeholder outreach information for environmental review is ongoing.**


- Throughout July, CDG completed site visits to several locations (Croom's and Massey) and worked on schematic designs (Keep it Clean, Q's, 120 MLK Jr. Boulevard, and Massey). 30% design plan submittal was submitted for Sidewalks. **Gouras distributed initial stakeholder outreach letters for environmental engagement during the week of August 14-18 (Gouras)**

- Engineer has continued to work with property owners and the City on development of plans / specs.

- Stakeholder outreach information has been distributed for the environmental review. Information will be sent to Tribes, the SHPO, and State Clearinghouse in the coming days. An 8-Step
Process will be required; the City is working with its grant administrator to coordinate publication of the Early Notice and distribute a copy to interested parties.

- Architectural schematics of the five buildings are all complete or nearly complete, the sidewalks have finalized plans and specs and have been sent to review to be able to move to bidding upon approval.

**Riverfront Revitalization (M0034):** On 07.19.2023, DEO authorized execution of the modified Halfff task order, which corresponds to the updated scope of work in the DEO amendment that is currently under development.

The City and Gouras continued to work with DEO on the updated scope of work for this project. Halfff modified the design task order to correspond with the updated DEO scope of work. The revised design task order was submitted for City review on 08.15.2023. Once this is executed, Gouras will work with Halfff to develop outreach documentation for environmental stakeholder outreach.

- The City approved the Task Order for engineering and the process for drafting stakeholder letters for the environmental review began.

**HMGIP Emergency Generators** – Received and signed Release of Funds forms for CDBG-DR DEO match – HMGIP has funded the generators and agreement signed. HMGIP admin bidding was advertised and has closed. Advertised in The Democrat per MSA paper standards from DEO and awarded to TME 9/27. TME is working on RFP for a contractor for the generators and installation. **Waiting on delivery dates and costs for generators. The delays are at least 55 weeks with a cost increase of 4 times the original figures.** Once we determine those issues, we will adv an RFQ. In addition, an amendment will need to be done with the state to address the time and cost. (12/1)

TME discussed with funding agency reps and they have decided we should not wait on Ring Power for quotes due to the timelines. TME is taking the Scope of Work and developing an RFP for these services. Will be sending to funding agency by mid-January for approval to advertise – after the bids come in we will do an amendment with the funding agency for the time and funding increase on this effort. The funding agency is aware of the rising costs and are telling us to try for an amendment with them to cover the additional costs, but we will not know for sure until the amendment is submitted after bids are received. (12/21) The ITB was submitted to DEO to approve for advertising. Hoping to get the go ahead this week. The overall timeline is 59 weeks now. The Workplan for DEO has been updated to reflect the timeline. Amendments with FDEM will be completed and letters will need to be sent to DEO. (1/31/23). The template ITB was approved. We are working on the individual ITBs now. DEO will have to approve. Once we receive approval, the ITB will be advertised and a contractor will be selected.

**Invitation to Bid (ITB)** have been posted on the website and will be advertised in the Tallahassee Democrat on March 24th and 31st. The window for submission will
close on April 28th. In addition, COA held site visit at all critical facilities generators locations. (4/20). Generator cost overruns have been submitted.

- **Avenues HMG4 Market Street Vacuum Station M0016** - Received and signed Release of Funds forms for CDBG-DR match – HMG4 has funded the generators and agreement signed. HMG4 admin was advertised and has closed. Advertised in The Democrat per MSA paper standards from DEO and awarded to TME 9/27. **RFQ is advertised with a due date of 2/2/23 and award date of 3/7/23!**
  - No bids were received, so we had to extend and re-advertise. A contract will be let with the selected engineering firm. An extension with FDEM was submitted in mid January. (1/31/23)
  - **Engineer Award being presented 3/7!**
  - Bids were received and a contractor was selected. Working on the contract for execution.
  - CPWG chosen as the engineer for design.
  - Site visit on June 30th.
  - Design will be completed by December 2023

- **Michael FEMA Projects Updates**
  - **Bodiford** - BODIFORD PLANS COMPLETE! Waiting for exemption for permits from FEMA to be reviewed. – Received exemption ... waiting on FEMA to re-establish the costs in the project. Still waiting on FEMA 12/21. Project is still in EHP at FEMA (1/31/23). No movement on the FEMA side (March 23). In communication with EHP at FEMA. COA is in communication with Grant Manager at FEMA. We emphasized the need for these projects to move forward. Was informed is still going through a review process in EHP (EHP has an extremely heavy workload due to Hurricane Ian and Hurricane Nicole) (April 2023). Project moved out of EHP and is waiting for COA staff to approve and sign. Procurement process to begin soon. Waiting for bid packets from grant admin.
  - **Scipio** – Designs from Dewberry draft complete – waiting for full. Waiting for scope verification from FEMA to bid out. Still waiting on FEMA 12/21. Project is still in EHP at FEMA (1/31/23). No movement on the FEMA side (2/2/23). In communication with EHP at FEMA. COA is in communication with Grant Manager at FEMA. We emphasized the need for these projects to move forward. Was informed is still going through a review process in EHP (EHP has an extremely heavy workload due to Hurricane Ian and Hurricane Nicole) (April 2023). Project moved out of EHP and is waiting for COA staff to approve and sign. Procurement process to begin soon. Waiting for bid packets from grant admin.
  - **Alleyway Repairs** – Alleyway: 3, 7, 9, 8, 10, 11, 6, 2, 5, 12, 4. **Crushed Shells to be replaced.** Extensions requested for all FEMA projects – extension granted. City staff is currently measuring alleys to get updated quotes on materials. Oyster shells are no longer available, so City is looking into other options such as gravel, lime rock, asphalt millings, etc. Scope will have to change with FEMA before beginning. Currently
working on scope change to submit to FEMA for approval and assessing which materials would be best for alleyway repairs. EHP is currently on backlog with Hurricane Ian. Obtaining materials quotes. Quotes received 7/25/23 and sent to City Manager for review. Obtaining new quotes.

- Old City Hall and HCA Contents loss – Ordering replacement items from loss. Funded! – just needs to be ordered and receipts turned in. Partially ordered – postponing ordering of remaining items until back room flooring of City Hall complete to place items in.
- Lafayette Park – Boardwalk work and lighting donation have been COMPLETED! It appears that we were supposed to be exempt from permits for this work per engineer opinion, since there was no in-water repairs, but we are waiting for USACE and DEP to confirm this with FEMA before this project can close out and Bodiford and Scipio can begin. - Received the USACE and FDEP permits! Still waiting on FEMA 12/21. Project is still in EHP at FEMA (1/31/23). No movement on FEMA side.
- Hurricane Sally – Almost all Sally projects are completed and finalized. TME is uploading receipts to finish. This will be completed once all docs are received to upload. Need to determine all project costs with staff and then submit the close out paperwork (1/31/23). Working on DAC to be submitted this week. Close out has been submitted. Will monitor for all final payments being made to the City! Final payment is in process! Project CLOSED!

- Department of Historical Resources 2023 Small Matching Grant – Black History Trail. FUNDED! Scope has changed slightly as some work has already been completed.
  (signage)
  - Agreement has been signed and scope modified!
  - City is administering the grant with a 8/31 deadline for all deliverables. Representatives from the North Florida African American Corridor Project have been contacted and are in communication to meet all deadlines. City Commission will be presented the mock-ups of signage before creation/install. Timeline is as follows:
    1. Historian work/story accumulation complete by May 15th
    2. Graphic Design of Signs + StoryMap complete by June 30th
    3. Fabrication of Signs + Storymap Live on Web by July 30th
    4. Site Prep & Installation of Signs + Project Closeout by August 31st
- Staff and volunteers met 1/24/23 to discuss the timeline and the historian work which will be accumulated by 2/18! There will be a public display “Town Hall” at Holy Family on 2/26 for the Hill Community to view and give comments. There will also be a City workshop before the
regular meeting on 3/7 for board action to approve of the historian work. After the wording has been approved, then the design process can begin. Draft designs have been created and design approval workshop/board approval has been schedule for 5/2.

- **Workshop and Board Action Request on 3/7.**
- Wording and sites approved. Contracts have been signed and a preliminary template design has been drafted and presented to staff/volunteers. A design approval workshop/board approval has been scheduled for May 2.
- Designs approved! Currently procuring cantilever signage.
- Signs have been ordered!
- SOW amendments were sent to DHR for review and approval.
- Upon review, there was a surplus of $8,748 in the budget due to low estimates. City requested to add 9 additional signs to expand the SOW to be used throughout City to expand the visibility of the Black History Trail. – DHR approved.
- Website deliverables to be posted in upcoming month.
- Website deliverables submitted for approval to DHR and requested reimbursement materials.
- Story Map content on COA Website is live as of 7/10/23!
- Received Signage from manufacturers. Pending receipt of cantilever signs before installation. We expect to receive the cantilever signs around second week of August.
- Cantilever received, City checking for underground lines and preparing for installation.
- **Project complete and installed!** Pending final DHR approval of deliverables and reimbursement.

15. DEP Resilient Florida + Water Restoration Assistance - WWTP & Vulnerability Study

WWTP-

Grant #2 is an application for the WWTP totaling $14 million - the City of Apalachicola was **approved for the full $14 million** for new equipment and relocation.

DEP contacted us and let us know we had 2 duplicated grant efforts both submitted to them. Both are for the WWTP – and combined could cover the entire WWTP Project costs, headworks and all. DEP has agreed, with some preliminary efforts to ensure the scope and pricing are as they should be. **Total project costs are approximately $19M, which will be fully funded through two separate DEP awards (Award #1 = $13.4M, Award #2 = $5.6M).** See cost breakdown below.

- Scope of works for both efforts are in progress! Cost breakdown below:
- DEP requested several documents to send out agreements – documents supplied. Still ongoing. **DEP Award #1 & #2 have both been executed!**
• A Kickoff Webinar for Award #1 was held with DEP and the City on 11/1/2022.
• While continuing services agreements can generally be used for DEP funding, the expected cost of the construction contract exceeds thresholds for use of continuing services agreements. As previously reported, Engineering services for this project will utilize a firm selected from the Engineering RFQ that is being used for CDBG-DR efforts.
• City authorized to enter into contract negotiations with Halff, CDG, and Dewberry on 11.8.2022. Draft contracts have been submitted and are currently under review with counsel. City staff authorized to execute contracts and task orders approved on 12.6.2022, subject to DEO review/approval.
• **Dewberry Engineering was selected for this project and is developing a task order for this project; the contract is currently under review with city attorney.**

• Engineering Continuing Services Agreement executed 02.24.2023. The contract has been submitted to DEP, as well as a draft task order for this project.
• Draft administrative task order submitted to DEP on 02.23.2023. DEP authorized execution on 3.15.23. Task order is currently pending city execution. Task Order Completed.
• Payment 1 request submitted. This was approved and the advance payment has been remitted to the City.
• DEP has requested a grant amendment to reallocate funding between the two grant agreements. (The project is still fully funded – this is just a budgetary adjustment between grants.) Gouras has been working with DEP on this amendment.
• The project received sampling results, worked on biological process modeling, initial design layout, and process equipment selection in the Preliminary Design Report. As of 06.30.2023, design is approximately 15% complete.
• Design work continued throughout August 2023.

**COST:** The Total Estimated Cost of this Project is $18,927,391. The anticipated funding breakdown is for FDEP to fund approximately $5,551,875, and FDEP-SRF to fund $13,375,516.
Vulnerability Study:
Grant #1 Vulnerability Study – FUNDED! Contract signed with Bay Media and research, data collection has begun.
- Public Workshop took place on December 6.
- Modeling and research currently underway! (3/31/23)
- First deliverables met!
- Peril of Flood Comp Plan Amendments submitted to DEP
- Raw data collection complete, identification of data gaps complete, currently processing critical data for submission to DEP. Based on data gaps (water, sewer and stormwater line digital maps, an application prepared and submitted for data gap resolution funding. See associated resolution.

16. Coronavirus State and Local Fiscal Recovery Funds (SLFRF) – American Rescue Plan –
The City formerly made an application to the SLFRF program and received an award of $1,179,010.00. The City has received half of this allocated amount and will receive the second half after spending the first deposit. City has elected to receive “standard allowance” for government services.

Dates:
» Funds must be obligated by December 31, 2024
» All expenditures must be complete by December 31, 2026

American Rescue Plan Info:
- Electing the “standard allowance” to spend on government services.
  - Government Services generally include any service traditionally provided by government unless Treasury has stated otherwise. Here are some examples:
    - Construction of schools and hospitals
    - Road building and maintenance and other infrastructure
    - Health Services
    - General Government administration, staff, and admin facilities
    - Environmental remediation
    - Provision of police, fire, and other public safety services, including purchase of vehicles

  - However, these funds may not be used for a project that conflicts with or contravenes the purpose of the American Rescue Plan Act statute (uses of funds that undermine COVID-19 mitigation practices in line with CDC guidance and recommendations)

- All projects MUST follow 2CFR procurement.
- No construction of the following:
  - New correctional facilities as a response to an increase in rate of crime. New congregate facilities to decrease the spread of COVID 19
in the facility. Convention centers, stadiums or other large capital projects intended for general economic development or to aid impacted industries.

- Funds cannot be used for payments for debt services or replenishing rainy day funds.
- Progress Report is due at the end of April with a list of expenditures. Finance Dept. will provide, plan for April 30th Report to be completed this date.
- Finance Department is currently creating Progress Report.
- Annual report submitted on April 30th.

17. DEO Rural Infrastructure Fund FY 22-23:
City applied for DEO RIF for Spray Field Repair and Solar Project. We are requesting $126,890.00 to cover 150 replacement spray heads and installation of 11 solar controllers and supplementary batteries. The spray heads are $553.00 apiece, and the solar installation costs (in total) amounts to $87,880.00 for 22 locations. The $126k would be applied to half of the total cost and address half the work needed. Application date was March 13, 2023. We expect to hear from DEO around June.

18. Old City Hall Phase III-City applied for Phase III of Old City Hall through a DOS Special Categories Grant. It was presented to City Commissioners on June 6, 2023. This grant would further address the repair/reconstruction of Old City Hall. We hope to hear something by September. Application reopened 8-18-23 to request additional information. DHR hearing to rank projects September 27.

19. DEO CPTA 23- City applied for Community Planning Technical Assistance Grant through DEO to apply to $75k to supply the City with resources needed to create a Workforce Housing Plan that will address viable solutions to the lack of workforce housing. Application submitted 6/15/23. We expect several months turnaround time during the scoring process. FUNDED! Awaiting next steps!

20. DEP Resilient Florida 23-City was recently made aware of funding available through DEP Resilient Florida program. There are two types of grants we are applying for - 1. Planning 2. VA Supplemental.

- Planning: The City of Apalachicola will have completed the Vulnerability Analysis Update this summer and, based on the data, is ready to begin the identification of adaptation action areas (AAA) within the City, develop recommended mitigation strategies and identify specific projects to implement mitigation measures within those target areas. Application submitted. Pending review.
- Supplemental Vulnerability Assessment Funding- Data gaps identified during the critical asset review of Vulnerability Assessment process. DEP Resilience funds available to seek funding to resolve data gaps and get required utilities digitized and imported into the City’s digital mapping system. Applying for supplemental Vulnerability Assessment Funding to resolve data gaps in water, sewer and stormwater digital mapping resources.

21. Coastal Partner Initiative (CPI); Conservation Corp/Oyster Corps- CPI is a FDEP grant that will provide funding to enhance and protect coastal resources in Apalachicola Bay by meeting the priorities of improving water quality and restoration and protection of vulnerable coastlines by
focusing on oyster shell reclamation. The grant is for $60 with a match of 1:1, provided by Oyster Corps.

- At the Commission Meeting on July 11, 2023, Commissioner Grove requested this grant be written and prepared on behalf of the City by the members of the Oyster Corps. The motion passed. Plan to submit in August or September.

22. DEP-Critical Asset Flood Mitigation (24SRP65).

23. Scipio Creek Electrical Engineering-Electrical engineer has received the fully executed Proposal Acceptance Letter and we are waiting on a schedule to move forward.

24. Water Quality Improvement (DEP) (Resilient Florida): City was made aware of Resilient Florida grant that proposes an I&I Study in order to identify and combat weak points in the water system. Application submitted on 9/14/2023.

*All information included in this report is accurate as of September 19th 2023 at 12:00pm. After that time, information is subject to change. If you have any questions, please send them to kfalkner@cityofapalachicola.com!
ATTORNEY REPORT

TO: City Commission, City of Apalachicola

FROM: Daniel W. Hartman, Esq.

DATE: October 2023

SUBJ: City Attorney Report for Commission Meeting

1. Municipal Code Corporation – Published Land Development Code

During past Commission meetings, workshops and at Planning and Zoning certain questions, clerical errors, oversights and gaps in the City’s land development code published by the Municipal Code Corporation (“Muni Code”) have been discussed. These include (in no particular order) the effect of Ordinance 2020-04 which repealed the old Code and adopted the new code as published by the Municipal Code Corporation, the omission of Ordinance 2013-03 (Historic Guidelines) in the published Code; inclusion of language from Ordinances (subject to a referendum) that failed (Ordinance 1985-01 referring to voting Districts, inclusion by error); two sets of site plan procedures found in Section 111-3 (Ord. 2018-07) and Section 109-48 (Ord. 2020-03) and needed additional guidance related to parking mitigation specified in Section 111-288 – Supplemental Regulations of the Code.

Certain issues above will require additional research, some may be resolved as clerical errors directly with Muni Code. The Clerk and I will work on these initially. Other issues such as Historic Guidelines and Parking Mitigation will likely require Commission action in order to address.

I wanted to bring these to the Commissions attention so that they may be dealt with in a systematic fashion. Also so that we may identify and add any other such issues that have been brought to your attention to an action list.
A Workshop and Special Meeting of the Apalachicola City Commission was held on Thursday, October 5, 2023, at 4PM at Holy Family Center located at 203 7th Street, Apalachicola, Florida.

Present: Mayor Brenda Ash, Commissioner Despina George, Commissioner Donna Duncan, Commissioner Anita Grove, Commissioner Adriane Elliott, City Manager Travis Wade, City Clerk Lee Mathes, City Attorney Dan Hartman, Grants Coordinator Kendall Falkner, Planner Bree Robinson, Code Enforcement Officer PJ Erwin

AGENDA ADOPTION

Motion to amend agenda to include City Manager Wade’s presentation before public comment made by Commissioner Grove, seconded by Commissioner Elliott. Motion carried 5 to 0.

WORKSHOP – HILLSIDE SIDEWALK PROJECT

City Manager Wade stated the purpose of this workshop is to receive public comments from the community for a CDBG project for sidewalks to be installed on MKL Blvd from 7th Street to 10th Street, on 8th Street from Avenue G to Avenue L, and on 7th Street from Avenue F to Avenue M. The original scope of the sidewalk was for the above except that the sidewalk on 7th Street was to run from Avenue J to Avenue K only, not from Avenue F to Avenue M as the new scope has outlined. A decision needs to be made on whether the Commission would like to proceed with the new expanded scope or the original scope.

Mayor Ash introduced project representatives Chris Guris and Josh Gunter.

Chris Guris and Josh Gunter outlined project funding and project scope.

PUBLIC COMMENT

Mayor Ash stated she has received numerous emails regarding the proposed sidewalk project.

Dennis Winterringer – commented on scope, lighting, tree removal, and budget.

Linda Buchanan – presented comments from Richard Dagenhart as he was unable to attend. Ms. Buchanan commented on C2 revitalization, rerouting sidewalk path, and trees.

Sheneidra Cummings – expressed support of sidewalk project in Hill Community.

Warrenetta Key – expressed support of sidewalk project.

Dolores Croom – expressed support of sidewalk project.

Grayson Shephard – commented on trees and possibility of rerouting sidewalk.
Myrtis Wynn – expressed support for sidewalk and lighting.

Willie Tolliver – commented on sidewalk route and stated the community has to come together for the project.

Jerry Hurley – withdrew comment card.

Leslie McWilliams – expressed concern about sidewalk route, trees, and water runoff.

Erin Rodriguez – expressed concern about sidewalk route.

LaRaela Lee-Coxwell – expressed concern about sidewalk route.

Martha Greene – expressed concern about water runoff and thanked Commission for proceeding with project for the Hill Community.

Anna Maria Cannatella – expressed concern about sidewalk route.

Elinor Mount Simmons – expressed concern about sidewalk route.

Bonnie Kellogg – expressed support for sidewalks however route should be readdressed.

Mayor Ash asked project representatives how complex it is to change the project scope or make material changes to the project.

Chris Gunter outlined process in changing project scope.

Discussion held concerning project scope, sidewalk route, budget, tree removal along route, and lighting.

Commission agreed to have project engineers revise scope based on comments received and hold another workshop before a decision is made.

**SPECIAL MEETING -**

No special meeting held.

**ADJOURNMENT**

Motion to adjourn made by Commissioner Grove, seconded by Commissioner Elliott. Motion carried 5 to 0.
Brenda Ash, Mayor

Lee Mathes, City Clerk
A Workshop of the Apalachicola City Commission was held on Thursday, October 5, 2023, at 5PM at the Holy Family Center, 203 7th Street, Apalachicola, Florida.

Present: Mayor Brenda Ash, Commissioner Despina George, Commissioner Donna Duncan, Commissioner Adriane Elliott, Commissioner Anita Grove, City Manager Travis Wade, City Clerk Lee Mathes, Grants Coordinator Kendall Falkner, Planner Bree Robinson, Code Enforcement Officer PJ Erwin

Workshop called to order by Mayor Ash.

AGENDA ADOPTION

Motion to adopt agenda made by Commissioner Grove, seconded by Commissioner George. Motion carried 5 to 0.

WORKSHOP – AFRICAN AMERICAN MUSEUM DISCUSSION

Bret Hammond of Hammond Design Group, LLC stated this workshop is the first of three meetings to discuss the African American Museum and it is to receive public comments on the project. Mr. Hammond introduced Ruffin Rhodes and Max Brito of Rhodes & Brito Architects.

Mr. Rhodes and Mr. Brito gave presentation on their project experience, and a history of the Apalachicola Hill Area.

Public comments received regarding building size, connectivity to Holy Family Center, building stakeholders, building uses, and construction timeline.

Discussion held concerning Hill Area historic families and museum artifacts.

Commission expressed excitement, and are honored and consider it to be a privilege to be a part of the projects taking place in the Hill Area

Motion to adjourn made by Commissioner Grove, seconded by Commissioner Duncan. Motion carried 5 to 0.

____________________________

Brenda Ash, Mayor

____________________________

Lee Mathes, City Clerk
A Special Meeting of the Apalachicola City Commission was held on Tuesday, October 17, 2023 at 4PM at the Apalachicola Community Center, #1 Bay Avenue, Apalachicola, Florida.

Present: Mayor Brenda Ash, Commissioner Despina George, Commissioner Anita Grove, Commissioner Adriane Elliott, City Manager Travis Wade, City Clerk Lee Mathes, City Attorney Dan Hartman, Grants Coordinator Kendall Falkner

Special meeting called to order by Mayor Ash.

AGENDA ADOPTION

Motion to adopt agenda made by Commissioner Grove, seconded by Commissioner George. Motion carried 4 to 0.

PUBLIC COMMENT

None

LEGISLATIVE APPROPRIATION REQUESTS

City Manager Wade outlined the proposed legislative appropriation requests.

Discussion held concerning approval order of requests, procedure for sending in proposed requests, and procedure for requesting the entire $5 million ACSC Stewardship Act funds.

Motion to approve appropriation request for $543,223 to replace 100 fire hydrants as primary request and approve appropriation request for $270,026.04 to fund a permeable parking lot in Avenue H right-of-way between Water Street and Commerce Street as secondary request and in the event that requests cannot be structured for a primary project and secondary project, then remove the secondary project made by Commissioner George, seconded by Commissioner Grove. Motion carried 4 to 0.

Motion to approve requesting that the legislature add $5 million to FDEP’s budget for the upcoming fiscal year for the ACSC Stewardship Act made by Commissioner Grove, seconded by Commissioner George. Motion carried 4 to 0.

ADJOURNMENT

Motion to adjourn made by Commissioner Elliott, seconded by Commissioner George. Motion carried 4 to 0.
Brenda Ash, Mayor

Lee Mathes, City Clerk
CITY OF APALACHICOLA
PLANNING & ZONING BOARD
WORKSHOP & REGULAR MEETING
Monday, September 11th, 2023
Community Center - 1 Bay Avenue
Minutes

Attendance: Joe Taylor, Elizabeth Milliken, Lee McLemore, Bobby Miller, Myrtis Wynn for both meetings and Jim Bachrach for the regular meeting.

Joint Workshop: 5:15PM

- Joint Workshop to discuss an amendment to the LDC to consider wooden decks spaced properly as pervious. Please see attached report and previous meeting minutes.
  o Please see City Commission minutes.

Regular Meeting: 6:00 PM

1. Approval of August 14th, 2023 meeting minutes.
   - Motion to approve by Jim Bachrach; 2nd by Elizabeth Milliken. All in favor — motion carried.

2. Review, Discussion and Decision for Fence. (R-2) @ 213 17th Street, Block 125 Lot 9. For Brenda Ash - Owner; Contractor: TBD
   - Motion to approve by Jim Bachrach; 2nd by Lee McLemore. All in favor — motion carried.

3. Review, Discussion and Decision for Addition, Removals, & Accessory Structures. (R-2) @ 245 12th Street, Block 153 Lots 6-8. For Dana Allen - Owner; Contractor: TBD
   - City attorney stated that the planter referenced on the site plan is not a fence and can stay.
   - Motion to approve by Jim Bachrach; 2nd by Elizabeth Milliken. Discussion: Joe Taylor reminded the board that if an applicant is not present then the vote must be unanimous to pass — All in favor, motion carried.
4. Review, Discussion and Decision for Fence. (R-1) @ 190 Avenue B, Block 58 Lots 1-5. For Ray & Becky Morton - Owner; Contractor: TBD
   - Lee McLemore disclosed that he has a conflict due to a family relation and recused himself from the vote. Form 8B attached.
   - Motion to approve by Jim Bachrach; 2nd by Bobby Miller. Discussion: Dennis Winterringer offered public comment and suggested a condition of approval that an arborist writes a letter that the wall/fence will not kill the live oak. Board agreed and amended the motion to include the condition of approval – All in favor, motion carried.

5. Review, Discussion and Decision for Accessory Structures. (R-2) @ 6 Ellis Van Fleet, Block 264. For WCC Management – Owner; Contractor: TBD/Owner
   - New site plan handed out and attached.
   - Motion to approve by Jim Bachrach; 2nd by Elizabeth Milliken. All in favor – motion carried.

6. Review, Discussion and Decision for Addition & Accessory Structures. (R-2) @ 242 Prado, NA Block 3, Lots 4-5. For Cutler Edwards -Owner; Contractor: TBD
   - Motion to approve by Bobby Miller; 2nd by Lee McLemore. All in favor – motion carried.

7. Review, Discussion and Decision for New Construction (Principal + Accessory) & Certificate of Appropriateness. (R-1) (Historic District) @ 109 16th Street, Block 100 Lots ½ 7 & 8. For Dane Clemons - Owner; Contractor: TBD
   - Motion to approve with no lodging in the accessory structure by Jim Bachrach; 2nd by Elizabeth Milliken. All in favor – motion carried.
8. Review, Discussion and Decision for Sign & Certificate of Appropriateness. (C-1) (Historic District) @ 33 Market Street, Block 9 Lot 1. For Franklin County Board of County Commissioners – Owner; Contractor: Sign Design
   - Motion to approve by Bobby Miller; 2nd by Elizabeth Milliken. All in favor – motion carried.

9. Review, Discussion and Decision for Addition & Certificate of Appropriateness (C-1) (Historic District) @ 51 Commerce Street, Block C Lots 10-11. Peyton Morton – Owner; Contractor: Owner
   - City planner noted that floodplain review would take place during permitting.
   - Motion to approve by Jim Bachrach; 2nd by Lee McLemore. All in favor – motion carried.

10. Review, Discussion and Decision for Accessory Structure within Encroachment & Breezeway + Certificate of Appropriateness. (O/R) (Historic District) @ 101 12th Street, Block 78 Lot 40. For William Zester – Owner; Contractor: James Pendleton
    - Applicant withdrew prior to the meeting.

11. Review, Discussion and Decision for Accessory Structure + Certificate of Appropriateness. (O/R) (Historic District) @ 105 11th Street, Block 75, Lots 9 and ¼ 10 For Brent Mabrey – Owner; Contractor: TDD
    - Motion to approve if applicant constructs breezeway for the shed to be connected to the principal structure and meet 5' rear setback by Jim Bachrach; 2nd by Lee McLemore. All in favor – motion carried.

Other/New Business:
- N/A
CITY OF APALACHICOLA
PLANNING & ZONING BOARD
WORKSHOP & REGULAR MEETING
Monday, September 11th, 2023
Community Center - 1 Bay Avenue
Minutes

Outstanding/Unresolved Issues:
- N/A

Motion to adjourn the meeting by Lee McLemore; 2nd by Elizabeth Milliken. Meeting adjourned.

Minutes approved by:

Joe Taylor - Chair

10/10/2023
Date
FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

<table>
<thead>
<tr>
<th>LAST NAME—FIRST NAME—MIDDLE NAME</th>
<th>NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE</th>
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<tbody>
<tr>
<td>McLemore Lee</td>
<td>City of Apalachicola, Planning and Zoning Board</td>
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<tr>
<th>MAILING ADDRESS</th>
<th>THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:</th>
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<tr>
<td>192 Coach Wagoner Blvd, Apalachicola, FL</td>
<td>CITY</td>
</tr>
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<td></td>
<td>City of Apalachicola</td>
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<thead>
<tr>
<th>DATE ON WHICH VOTE OCCURRED</th>
<th>MY POSITION IS:</th>
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<tbody>
<tr>
<td>September 11, 2023</td>
<td>ELECTIVE</td>
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WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies equally to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing the reverse side and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office MUST ABSTAIN from voting on a measure which interests to his or her special private gain or loss. Each elected or appointed local officer also is prohibited from knowingly voting on a measure which interests to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent organization or subsidiary of a corporate principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; and

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

APPOINTEED OFFICERS:

Although you must abstain from voting in the situations described above, you otherwise may participate in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on other side)
APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

1. Lee McLemore __________________________ hereby disclose that on September 11, 2023:

(a) A measure came or will come before my agency which (check one)

☐ Inured to my special private gain or loss;
☐ Inured to the special gain or loss of my business associate, __________________________;
✓ Inured to the special gain or loss of my relative, Sister in Law, __________________________;
☐ Inured to the special gain or loss of __________________________, by whom I am retained; or
☐ Inured to the special gain or loss of __________________________, which is the parent organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

Agenda item #4, review, discussion and decision regarding construction of a fence/wall at the home of my sister in law.

9/12/23
Date Filed

[Signature]

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10,000.
APALACHICOLA VOLUNTEER
FIRE/RESCUE

Bi-Monthly Report

1. Accidents
2. Lift Assist EMS
3. Bi-Monthly Meetings
4. Brush Fires
5. House Fires
6. Fund Raisers

7. Gas Leaks
8. Life Flights
9. Search/Rescue
10. Training
11. Transformer Fires
12. Vessels

32 - 1st Responders Calls

Firefighter Attendance

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<td>3. Ginger Creamer</td>
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<td>4. Albert Floyd</td>
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<td>5. Rhett Butler</td>
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<td>20. Craig Gibson</td>
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Additional Notes:

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Recorded by [Signature]
Date: ____________________________
APALACHICOLA VOLUNTEER
FIRE/RESCUE

Bi-Monthly Report

1. Accidents
2. Lift Assist EMS
3. Bi-Monthly Meetings
4. Brush Fires
5. House Fires
6. Fund Raisers

7. Gas Leaks
8. Life Flights
9. Search/Rescue
10. Training
11. Transformer Fires
12. Vessels

1st Responder calls: 25 calls

Firefighter Attendance

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<td>Adam Joseph</td>
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<td>Craig Gibson</td>
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Additional Notes:

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Recorded by: [Signature]

Date: ____________________________
## Issued Permits

**Permit Issued Date:** 09/01/2023 - 09/30/2023

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<th>Valuation</th>
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<td>23AP-S0001</td>
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<td>Commercial Alteration</td>
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**Total:** Count: 3

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<td>One Stop</td>
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<td>09/22/2023</td>
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**Total:** Count: 6
City of Apalachicola public works monthly report

October 2023

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.

- pick trash up from down town and public parks three times a week.
- have cut our routine main roads parks.
- completed 11 work orders.
- Removed palm trees from several locations that was dead.
- cut 17th st. and bay ave. storm water ditches.
- Replaced stop sign on 25th.
- Removed several tree limbs out of alleys.
- Put no dumping signs out on 17th st.
- Filled pot holes at new library.
- Removed debris from cemetery.
- Replaced rotten boards on handy cap ramp at comm. Center.
- Remodel of old library for commission room is still on going coming close to being finished.
- Changed oil and serviced 2 city veh.
- Picked up and hauled several dump truck loads of trash from city alleys.
- Repaired toilets and urinals at city restrooms.
- Assisted sewer dpt. Cutting spray fields.

Signed by Robert Osburn
During the month of October 2023, the City of Apalachicola continued to seek another licensed operator to work at the WWTP. We are still actively searching for other qualified candidates. Some of the items that we have been working on this month are listed below.

- Recorded all required daily parameters as outlined by the permit.
- Completed all required monthly testing as outlined by the permit.
- Completed all monthly reports and submitted them on time as outlined in the permit.
- At the time this report was made, the WWTP has treated and discharged 9.321 mg during the month of October 2023. This still leaves 7 more days in the month to account for.
- We did not have to use our reject pond during the month of October.
- Staff have continued to keep the grounds cut and presentable at the WWTP. Inmates have been weed eating on the property.
- Staff have continued to work in the spray fields using the mulcher and the bush hog as well.
- Staff have put rocks in some of the mud holes that are on the access roads to the spray fields. We still must spread more material deeper into the roadways that go to the various spray houses.
- One of the disk filters is not functioning properly. Staff has been in contact with Aqua Aerobics concerning the matter and are working to identify the problem and correct it. Updates will be made when the filter is in normal operations.
- WWTP staff cleaned the sludge from the EQ tank and pumped it back into the SBR treatment basins. This had to be done by hand with a pool style wand and gas-powered pump since the tank has no drain in the bottom to aid in the cleaning of the basin. The new plant will have drains in each tank to aid in this process.
- Magnum Engineering began work to collect soil samples at the WWTP for the new treatment facility.
- Staff made a repair to a headworks drain line that was damaged during the soil boring. There was no tracer on this line, and nobody knew of the exact location. Now we know where it is and are better able to assist the engineers in avoiding it during the construction of the new WWTP.
- Staff ordered the bush hog skid steer attachment that was approved in the budget. It should arrive within the next few weeks.
- WWTP staff has reached out to Franklin County Landfill about sludge acceptance. We are currently scheduled to begin hauling sludge to them from our Geo bag this week.
Monthly Report for the
Apalachicola Margaret Key Public Library
October 2023

Statistics:
- 2,368 patrons visited our library this month - 35 new accounts opened
- 268 patrons used our computers - 162 hours donated by our wonderful volunteers
- 735 books/movies/audiobooks circulated - 655 items donated to the library
- $398.78 collected as library revenue -18,282 people reached on FB & Instagram

October in the library ushered in popular activities for all ages! Library volunteers and the library’s Friends group, PALS- the Patrons of the Apalachicola Library Society, held a successful pumpkin sale, generating funds for the library in a partnership with the Piggly Wiggly of Apalachicola. We give thanks to the City for use of the pumpkin trailer, and the Piggly Wiggly for delivering the pumpkins. Our library runs on community support. We truly thank you!

PALS also hosted an October Classic Movie Night, with a showing of Dracula, complete with popcorn and candy, all free for library visitors after hours. We loved seeing folks get in on the fun by wearing costumes and offering their best Dracula laughs!

Many also shopped the library’s Costume Closet this year, which returned with much celebration. As the prices of Halloween costumes continue to climb, the library offers these costumes gently used or bought brand new, free to anyone. It’s great to see these costumes (often only worn once!) get out to kids and families in the area.

Book displays throughout the library this month showcased collections of scary stories, haunted lore, and Halloween fun. It’s the time of year to get cozy with a good mystery, whether you turn pages, use Libby to listen to an audiobook or read an eBook, check out a DVD, or stream one from Kanopy, the library’s newest digital offering. Kanopy is a free streaming platform with movies and tv shows that you can enjoy at home on any device with your library card. We are thrilled to provide this service to our library card holders. Your library card is now your free entertainment ticket!

The entertainment continues inside the library, with monthly book clubs for Kids, Young Adults, and Adults. Groups playing Legos and Tabletop Role Playing Games meet weekly, and the library has monthly visits to Project Impact for a fun ‘STEAM’ themed lesson. Bring Me A Book Franklin hosts its popular Books for Babies and has begun a Homeschool Book Club. While adults continue to frequent the library for weekly after-hours Yoga, regular Chess Club meets, and monthly sessions to ask questions of a master gardener.

We loved offering more crafts this season, led by Connie Justice, a PALS volunteer with a heart for fun! From haunted houses to Halloween cookies, Connie does great work in the library. Our Homework Help volunteers: Bruce Gordon, Jerry Hurley, Rich Lenhart, and Greg & Helen Golgowski are also tremendous assets to the library. On Tuesdays and Thursdays, they give free tutoring on a first-come, first-served basis to students of all ages and in all subjects. We are so grateful to have such devoted helpers in the community. Our library, and our hearts, are full.

Happy November!
Isel Sánchez-Whiteley, Library Assistant & Lucy Carter, Library Director
APALACHICOLA POLICE DEPARTMENT

October 2023

APD has had a busy month. APD assisted with several law enforcement agencies in the search for an escaped inmate that went from Apalachicola to Eastpoint. Lt. Davis and Sgt. Smith assisted in a chase for a guy accused of shooting on St. George Island. We have been busy watching the boat ramps and looking out for golf cars to remind folks to renew the stickers for both. This month, we contacted all gun range members to let them know of renewals and the change of gate code. We are participating in an FDLE audit as well as CIJS/FDLE annual surveys. We are busy preparing for the Halloween activities and Seafood Festival events.

October 2023 Totals

<table>
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<th>Category</th>
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<tbody>
<tr>
<td>Traffic Stops/Warnings/citations</td>
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<tr>
<td>Arrests/Warrant Requests</td>
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<tr>
<td>Traffic Accidents</td>
<td>3</td>
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<tr>
<td>Burglary/Theft calls</td>
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<tr>
<td>Assist Citizens/Complaints/investigations</td>
<td>373</td>
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<tr>
<td>Trespass Warnings/agreements</td>
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<tr>
<td>Business alarm calls/building checks/welfare checks</td>
<td>600</td>
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<tr>
<td>assist county call/other agencies</td>
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<td>Assist Animal control</td>
<td>2</td>
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<tr>
<td>Domestic cases involving violence/disturbance calls</td>
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Total calls from dispatch 1356
➤ Utility bills have been processed and mailed in envelopes.

➤ Payroll was processed for two pay periods.


➤ Notified 2K Web Group to add meetings on website. Sent agenda packets and minutes to be uploaded to website.

➤ Staff assisted customers with cemetery items, utility bill questions and payments, garbage/yard trash complaints, permitting issues, City property rentals, and other miscellaneous duties.

➤ Completed tasks as assigned by the City Manager/Commission.

➤ Issued and processed golf cart permits.

➤ Issued and processed Business Licenses.

➤ Issued and processed Battery Park boat launch applications and permits.

➤ Mailed monthly general billing.

➤ Per utility adjustment policy, utility adjustments are attached.

➤ Completed Human Resource duties.

➤ Completed one public records request.

➤ Completed DEO monthly report for CDBG.

➤ Assisted Staff with various issues and projects.
City Manager Updates

Finance Director Search – Four(4) applications have been received for the position. I am seeking guidance from the Commission on how to proceed. Since the Commission appoints the FD, a Commissioner(s) can be appointed to interview the applicants and make a recommendation, or each Commissioner can interview the applicants individually. Please advise.

December Meeting: The agenda packet distribution date for this meeting is the Friday of Thanksgiving week, which is a Holiday for the City. I am requesting that the agenda be distributed on the following Wednesday, November 29 with the Commission’s approval.

Meeting Room Update – All equipment has been received for this project. City staff has completed renovations to the interior of the space, and will be working on the exterior in the coming weeks. I have requested an update from Howard Technologies regarding when installation of the equipment will begin, but have not received any information as of this report.

WWTP Construction Update – Dewberry is working to complete the 30% report and 30% drawings. Both are expected to be ready to submit to the funding agency by November 3, 2023.

Leslie Street Update – The survey is complete and the engineered plans are at 30%. It is expected that the project’s construction will be placed out to bid after the first of the year.

Market Street Vacuum Station Update – Madrid CPWG Engineering advised that they are preparing 60% submittal package and expect that to be prepared and submitted by mid-November. This package consists of 60% plans, specifications, and estimate of probable construction costs. The next step will be the permitting process and working toward final plans and specifications.

Fire Hydrant Replacement Update – An agreement has been signed with Jimmy Duggar Excavating from Crawfordville to install the fire hydrants. Mr. Duggar advised that installation should begin in November.
Tour of Freeport WWTP - Lead Wastewater Operator Will Cox and I toured a new wastewater treatment plant that is being constructed in Freeport. The technology that we witnessed was encouraging to Will, as it will replace the current outdated technology at our plant.

WWTP Operator Apprentice Position – After unsuccessfully advertising for a licensed Wastewater Operator, Will Cox and will be developing an Apprenticeship Program with an ultimate goal of that employee becoming a licensed operator. There will be specific goals related to completion of coursework, testing, and acquisition of a Class C Operator License within a designated period of time. We hope that this will allow someone with no wastewater experience to qualify for employment.

Field Crew Positions – The City currently has two Field Crew positions that are vacant. The positions have been advertised on the City website as well as on Indeed.com.