

**REGULAR MEETING  
CITY COMMISSION  
CITY OF APALACHICOLA, FLORIDA  
TUESDAY, JULY 7, 2020 - 6:00 PM  
APALACHICOLA COMMUNITY CENTER  
1 BAY AVENUE  
APALACHICOLA, FLORIDA 32320**

**AGENDA**

You are welcome to speak or comment on any matter under consideration by the Apalachicola Board of City Commissioners when recognized to do so by the Mayor. Once recognized please rise to the podium, state your name for the record and adhere to the five minute time limit for public comment. Those wishing to speak concerning an item on the agenda shall complete a speaker card and give it to the City Clerk before the meeting starts.

- I. Call to Order
  - Invocation (Please rise and remain standing)
  - Pledge of Allegiance
- II. Agenda Adoption
- III. Mayor's and Commissioners Reports and Communications
  - FWC Proposal to Close Apalachicola Bay Oyster Harvesting
  - Consent Orders update
  - Water System Peroxide Pilot Program update
  - Awwad Accounting Bill
  - Nabors, Giblin and Nickerson Attorneys
- IV. City Manager Communications
  - Recommendation to Confirm Leo Bebeau as Finance Director
  - Revised Water Bill Adjustment Policy
  - Budget Workshop Dates: July 21, 2020
  - Tentative Budget Hearing Dates: August 11<sup>th</sup> and September 15<sup>th</sup>, 2020
  - Finance Update
- V. Attorney Kristy Branch Banks Communication
- VI. Public Comment

The public is invited to speak on any agenda, non-agenda and/or consent agenda topics. Comments should be less than "five" minutes.
- VII. Consent Agenda
  - A. Meeting Minutes Adoption - To Adopt the January 15, 2020 Special Meeting, January 21, 2020 Special Meeting, February 10, 2020 Special Meeting, and June 2, 2020 Regular Meeting Minutes.

*All items on the Consent Agenda are considered routine, to be enacted by one motion. If a member of the governing body requests discussion of an item, it will be removed from the Consent Agenda and considered separately.*

**VIII. Unfinished Business**

- A. Quasi-Judicial Hearing; B. McLemore Variance
- B. City Website update - Municode
- C. Confirmation of Interim Library Director Caroline Klenzle

**IX. New Business**

- A. DEP Revolving Loan Amendment
- B. 10<sup>th</sup> Street Building repairs and rentals
- C. Scipio Boat Yard Lease termination – new leaseholders
- D. City Property – Offer for sale of property (Frost)

**X. 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.



TALLAHASSEE  
1500 Mahan Drive  
Suite 200  
Tallahassee, Florida 32308  
(850) 224-4070 Tel  
(850) 224-4073 Fax

**Nabors  
Giblin &  
Nickerson** P.A.  
ATTORNEYS AT LAW

TAMPA  
2502 Rocky Point Drive  
Suite 1060  
Tampa, Florida 33607  
(813) 281-2222 Tel  
(813) 281-0129 Fax

FORT LAUDERDALE  
110 East Broward Boulevard  
Suite 1700  
Fort Lauderdale, Florida 33301  
(954) 315-3852 Tel

June 11, 2020

**Via Electronic Mail**

Mayor Kevin Begos  
192 Coach Wagoner Blvd  
Apalachicola, FL 32320  
kbegos@cityofapalachicola.com

**Re: Proposal for Special Counsel Services**

Dear Mr. Begos:

Pursuant to our discussions, Nabors, Giblin & Nickerson, P.A. (NG&N or the Firm) would be pleased to provide special counsel legal services to the City of Apalachicola. I (Evan J. Rosenthal) would take the lead for the Firm on this engagement. Additionally, the Firm's other legal professionals would be available to handle specific matters on an as-needed basis.

Under this arrangement, NG&N would provide legal assistance on an as-needed basis and at the express direction and request of the City at the following hourly rates, which represent a substantial discount compared to the Firm's normal rates:

Partners	\$180 per hour
Associates	\$150 per hour
Clerks/Paralegals	\$75 per hour

Municipal bond or bank financing would be negotiated on a transaction-by-transaction basis. Further, fees for defined special project work efforts (such as the imposition of a special assessment program or the sale or purchase of a utility system) could be negotiated on a project-by-project basis.

For travel time related to this engagement, NG&N would bill the City at a rate of one-half of the above-listed hourly rates. NG&N would not charge for travel expenses (mileage, lodging, etc.) related to travel to or from the City. All other travel expenses, to the extent required, would be reimbursed in accordance with Section 112.061, Florida Statutes. NG&N would also be reimbursed for actual costs incurred in the provision of legal services including, but not limited to, filing fees, depositions, court reporter fees, witness fees, and other court related expenses, on-line research expenses, overnight delivery charges, copy and fax costs, long distance telephone costs, and other charges incurred in providing services to the City.

Mayor Kevin Begos  
June 11, 2020  
Page 2

On behalf of the Firm, we are excited about the opportunity to work with a city so rich in history, culture, and tradition. Should you have any questions or concerns, please do not hesitate to contact me.

Sincerely,



Evan J. Rosenthal  
For the Firm

AGREED TO AND ACCEPTED BY:

\_\_\_\_\_  
City of Apalachicola

\_\_\_\_\_  
Date



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

**SUBJECT:** Finance Director Recommendation

**AGENDA INFORMATION:**

**Agenda Location:** City Manager Communications  
**Department:** City Administration  
**Presenter:** Travis Wade, City Manager

**BRIEF SUMMARY:** To Recommend Leo Bebeau as the City Finance Director.

**FUNDING SOURCE:** General Budget.

**ATTACHMENTS:** Resume

**STAFF'S COMMENTS AND RECOMMENDATIONS:**

# E. Leo Bebeau

[eleobebeau@gmail.com](mailto:eleobebeau@gmail.com)  
mobile 404.513.9005

May 27, 2020

City of Apalachicola  
City Hall  
192 Coach Wagoner Blvd  
Apalachicola, Florida 32320

RE: Finance Director

In my search for new endeavors, I was excited to find the new position for Finance Director with the City of Apalachicola. As a seasoned ambitious professional with extensive experience in finance, accounting, operations and administration, I believe that I would make an excellent addition to your team. Working with city governance and administration, it will be exciting to create and participate in the evolution of this new position. My ability to address problems head on and develop strategies and plans to find solutions can provide for a framework to propel the City of Apalachicola as a fiscally managed city that provides services and infrastructure for an environment where people will want to live, work and visit.

Through my over 35 years of experience, I have managed organizations through all cycles from establishment to growth to reorganization to stability to liquidation. My personal mandate is to use my in-depth financial, accounting and operational knowledge to improve and strengthen the financial foundation of Apalachicola as facets of city government are reorganized and stability becomes the norm.

Almost twenty years ago, I planted my first roots Franklin County. In 2008, I extended those roots to Apalachicola. I am excited about the making Apalachicola my full-time residence.

If you agree that my background and skills, appear to be a good fit for your needs, please contact me for a personal interview. I am eager to speak with you about this opportunity and thoroughly appreciate your consideration.

Sincerely,



E. Leo Bebeau



**E. Leo Bebeau**  
Atlanta, Georgia 30309  
Apalachicola, Florida 32320

mobile: 404.513.9005

LinkedIn: 440041198

e-mail: eleobebeau@gmail.com

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## **QUALIFICATIONS**

Accounting, Operations and Management Professional with over thirty years of experience in budget planning and analysis; financial reporting; audit; review and computer systems accounting and networking. Experience in all facets of operations and manufacturing allow for a base of management and planning skills. The extensive range of experience provides a strong foundation for creating a stable, financially fiscal structure for city government. Attention to detail so that all data can be verified and presented with comprehensive, cohesive and accurate reporting and information provided in accordance with required schedules. Preparation and/or review of contracts in accordance with all rules, laws and regulations.

## **BUSINESS SKILLS**

Excellent communication and interpersonal skills to provide accurate information to City Commission. Thrives in an environment where research may be needed in determining how to interpret and implement programs that conform to state and local laws, rules, regulations, policies, procedures, and professional principles.

## **CORE COMPETENCIES**

- Financial Reporting
- Budget Definition and Planning
- Proficiency in Microsoft Office
- Leadership Skills
- Quality Management Skills
- Proficiency in Financial Accounting Software

## **PROFESSIONAL EXPERIENCE**

### **ServiceKey, LLC**

**2004-2020**

Vice President – Finance & Operations. Successfully negotiated and purchased certain customer accounts from Symbiat Inc, to establish a computer hardware maintenance services company. Managed all financial and operations aspects of services provider for IT environments. Managed growth from startup to \$2.5M revenue. Direct supervision of personnel in finance and accounting, customer service, warehousing, distribution and technical services. Created and negotiated contracts with corporate and government clients. Made the decision to suspend operations after the federal government shutdown of 2019 and the pandemic of 2020.

**Computone Corporation / Symbiat, Inc.****2001-2004**

Vice President / CEO / CFO – Returned to computer hardware and service products industry at the invitation of executive of previous employer to co-ordinate and effort to determine if the financially strapped business could be resurrected or salvaged. After 3 years of attempting to reposition and restructure the company, re-negotiate debt and pursue other alternatives, decision was made to cease operations and liquidate the company

**E Leo Bebeau Design - Consulting****1992-2003**

Principal - Provided consulting and design services for various clients

**World-Wide Technologies, Inc.****1987-1992**

Vice President / Operations / Marketing – Managed growth of manufacturing for over fifty computer hardware and software products as revenue grew to over \$50 million annually. Co-ordinated custom modifications of products for IBM, Olivetti, NCR and other large OEMs. Managed the in-sourcing of assembly and manufacturing for video products from China to the United States. Product management and marketing for new line of computer integrated products.

**IntelliCom Corporation****1987**

Vice President / Finance and Manufacturing – Obtained funding, established operations and manufacturing, and managed accounting for start-up manufacturer of Unix multi-port controller boards and expansion chassis for IBM PC computer systems. Assisted with revenue growth to over \$1 million in six months. Accelerated growth grew notice of other larger companies resulting in sale of startup for approximately \$3 million in cash and equity within seven months of organization.

**Computone Systems Inc.****1984-1987**

Director of Retail Information Systems – Managed the selection, development and implementation of accounting and operational systems for over thirty microcomputer locations covering the east coast from upstate New York to Pensacola, Florida.

**Computer Center, Inc.****1982-1984**

Vice President / Accounting, Operations & Distribution – Managed accounting and operations for growth of retail microcomputer store from one location to five locations and distribution facility while growing revenue to \$7 million annually. Successfully completed sale of business to Computone Systems Inc.

**Habif, Arogeti & Wynne PC Certified Public Accountants****1980-1982**

Accountant - conduct audits, prepare financial statements and tax returns with monthly financial compilation and presentation for approximately 30 clients.

## **EDUCATION**

Georgia State University / 1978-1982 / for BBA in Accountancy  
American College for the Applied Arts / 1993-1994 / for BA Interior Design

## **REFERENCES**

<b>Stefanie Eulitz Ceto, Attorney-at-Law</b>	<b>404-386-0844</b>
<b>Stephen Enochs, S. Enochs Investments, LLC</b>	<b>404-394-7921</b>
<b>Terence Fowler, Emmaus Consulting, LLC</b>	<b>770-235-3360</b>
<b>Mark Trimue, FishNet Security</b>	<b>770-392-9244</b>
<b>George Mahr, Mahr Development Corporation</b>	<b>850-899-3675</b>
<b>Ken Schroeder</b>	<b>850-653-5662</b>

# Application for Employment

Please Print

Equal access to programs, services and employment opportunities is available to all persons without regard to sex (including pregnancy), race, color, religion, national origin, citizenship, age, disability, genetic information, or any other basis protected by federal, state, and/or local law.

In accordance with the Americans with Disabilities Act and/or applicable state and local laws, applicants requiring reasonable accommodations for the application and/or interview process should notify the Human Resources Department. Examples of reasonable accommodations include making a change to the application process; providing written materials in an alternate format such as braille, large print or audio recording; using a sign language interpreter; using specialized equipment; or modifying testing conditions.

Name Bebeau Eugene Leo Applicant ID # \_\_\_\_\_  
Address 67 15<sup>th</sup> Street Apalachicola FL 32320  
Telephone # ( ) \_\_\_\_\_ Cellular/Other Phone # (404) 513-9005 E-mail Address e1eobebeau@gmail.com  
Position(s) applied for Finance Director Date of application 5/27/2020  
Referral Source (e.g., Walk-in, Job Posting, Company's Website, etc.) Saw Kevin Beg's Audit Summary Facebook

If necessary, best time to call you is anytime AM PM

Home  Cellular/Other

May we contact you at work?  Yes  No

If yes, work number and best time to call:

( ) anytime cellular AM PM

If you are under 18 and it is required, can you furnish a work permit?  N/A  Yes  No

If no, please explain: \_\_\_\_\_

Have you submitted an application here before?  Yes  No

If yes, give date(s) and position(s): \_\_\_\_\_

Have you ever been employed here before?  Yes  No

If yes, give dates: From / / To / /

Is this application a request for reemployment following an extended military leave of absence from this company?  Yes  No

If yes, additional information may be requested.

Are you lawfully authorized to work in the United States?  Yes  No

Date available for work immediately / /

What is your desired salary range or hourly rate of pay?

\$ 55,000 to 70,000 Per Year

Type of employment desired:  Full-Time  Part-Time

Educational Co-Op  Seasonal  Temporary

Will you relocate if job requires it?  Yes  No

Will you travel if job requires it?  Yes  No

If they have been explained to you, are you able to meet the attendance requirements of the position?  N/A  Yes  No

Will you work overtime if required?  Yes  No

If no, please explain: \_\_\_\_\_

Are you able to perform the "essential functions" of the job for which you are applying (with or without reasonable accommodation)?

This question is not designed to elicit information about an applicant's disability. Please do not provide information about the existence of a disability, particular accommodation or whether accommodation is necessary. These issues may be addressed at a later stage to the extent permitted by law.

Yes  No  Need more information about the job's "essential functions" to respond

Driver's license number required if driving may be required in the job for which you are applying:

007996349 State GA

Have you ever been bonded?  Yes  No

Have you entered into an agreement with any former employer or other party (such as a noncompetition agreement) that might, in any way, restrict your ability to work for our company?  Yes  No

If yes, please explain: \_\_\_\_\_

NOTE TO RHODE ISLAND APPLICANTS: This company is subject to the state's workers' compensation laws (Chapter 29-38) unless otherwise noted below (employer to list applicable exemptions):

# Employment History

Starting with your most recent employer, provide the following information. You may include any verified work performed on a volunteer basis.

Employer <b>DETAILS OF ( )</b>	Telephone # <b>( )</b>	Dates employed: Month / Year to Month / Year
Street address <b>FULL EMPLOYMENT</b>	City State	<b>Compensation (Starting)</b>
Starting job title/final job title <b>HISTORY ARE PROVIDED</b>		<input type="checkbox"/> Hourly <input type="checkbox"/> Salary \$ per
Immediate supervisor and title (for most recent position held) <b>ON RESUME</b>	May we contact for reference? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Later	Commission/Bonus/Other Compensation \$
Why did you leave? <b>ADDITIONAL</b>	E-mail:	<b>Compensation (Final)</b>
Summarize the type of work performed and job responsibilities. <b>INFORMATION WILL BE PROVIDED</b>		<input type="checkbox"/> Hourly <input type="checkbox"/> Salary \$ per
What did you like most about your position? <b>IF REQUESTED.</b>		Commission/Bonus/Other Compensation \$
What were the things you liked least about the position?		

Employer	Telephone #	Dates employed: Month / Year to Month / Year
Street address	City State	<b>Compensation (Starting)</b>
Starting job title/final job title		<input type="checkbox"/> Hourly <input type="checkbox"/> Salary \$ per
Immediate supervisor and title (for most recent position held)	May we contact for reference? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Later	Commission/Bonus/Other Compensation \$
Why did you leave?	E-mail:	<b>Compensation (Final)</b>
Summarize the type of work performed and job responsibilities.		<input type="checkbox"/> Hourly <input type="checkbox"/> Salary \$ per
What did you like most about your position?		Commission/Bonus/Other Compensation \$
What were the things you liked least about the position?		

Employer	Telephone #	Dates employed: Month / Year to Month / Year
Street address	City State	<b>Compensation (Starting)</b>
Starting job title/final job title		<input type="checkbox"/> Hourly <input type="checkbox"/> Salary \$ per
Immediate supervisor and title (for most recent position held)	May we contact for reference? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Later	Commission/Bonus/Other Compensation \$
Why did you leave?	E-mail:	<b>Compensation (Final)</b>
Summarize the type of work performed and job responsibilities.		<input type="checkbox"/> Hourly <input type="checkbox"/> Salary \$ per
What did you like most about your position?		Commission/Bonus/Other Compensation \$
What were the things you liked least about the position?		

Employer	Telephone #	Dates employed: Month / Year to Month / Year
Street address	City State	<b>Compensation (Starting)</b>
Starting job title/final job title		<input type="checkbox"/> Hourly <input type="checkbox"/> Salary \$ per
Immediate supervisor and title (for most recent position held)	May we contact for reference? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Later	Commission/Bonus/Other Compensation \$
Why did you leave?	E-mail:	<b>Compensation (Final)</b>
Summarize the type of work performed and job responsibilities.		<input type="checkbox"/> Hourly <input type="checkbox"/> Salary \$ per
What did you like most about your position?		Commission/Bonus/Other Compensation \$
What were the things you liked least about the position?		

**Employment History** (continued)

Explain any gaps in your employment, other than those due to personal illness, injury, or disability. n/a

If not addressed on previous page, have you ever been fired or asked to resign from a job?.....  Yes  No

If yes, please explain: \_\_\_\_\_

**Skills and Qualifications**

Summarize any special training, skills, languages, licenses, and/or certificates that may assist you in performing the position for which you are applying:

experience detailed on resume

**Computer Skills** (Include software titles and level of experience, such as basic, intermediate, or advanced.)

- Word Processing Microsoft Level: ADV
- Spreadsheet Microsoft Level: ADV
- Presentation Microsoft Level: ADV
- E-mail Microsoft / Google Level: ADV
- Internet \_\_\_\_\_ Level: INT
- Other Security Level: INT
- Other \_\_\_\_\_ Level: \_\_\_\_\_
- Other \_\_\_\_\_ Level: \_\_\_\_\_

**Educational Background**

Starting with your most recent school attended, provide the following information.

School (include City and State)	# of Years Completed	Completed	GPA Class Rank	Major/Minor
Georgia State Univ. Atlanta, Ga	3	<input type="checkbox"/> Diploma <input type="checkbox"/> GED <input type="checkbox"/> Degree _____ <input type="checkbox"/> Certification _____ <input type="checkbox"/> Other _____	3.5	Business/Accounting
American College for the Applied Arts Atlanta, Ga	2	<input type="checkbox"/> Diploma <input type="checkbox"/> GED <input type="checkbox"/> Degree _____ <input type="checkbox"/> Certification _____ <input type="checkbox"/> Other _____	3.9	Interior Design
Lakeside High School Atlanta, Ga	5	<input checked="" type="checkbox"/> Diploma <input type="checkbox"/> GED <input type="checkbox"/> Degree _____ <input type="checkbox"/> Certification _____ <input type="checkbox"/> Other _____	3.85	
		<input type="checkbox"/> Diploma <input type="checkbox"/> GED <input type="checkbox"/> Degree _____ <input type="checkbox"/> Certification _____ <input type="checkbox"/> Other _____		

**References**

List names and telephone numbers of three business/work references who are *not* related to you and are *not* previous supervisors. If not applicable, list three school or personal references who are *not* related to you.

Name	Title	Relationship to You	Telephone	E-mail	# of Years Known
<u>See Resume</u>			( )		
			( )		
			( )		

## Related Information

When answering these questions, please exclude any information that would reveal sex (including pregnancy), race, color, religion, national origin, citizenship, age, disability, genetic information, or other similarly protected status.

To what job-related organizations (professional, trade, etc.) do you belong? \_\_\_\_\_

List special accomplishments, publications, awards, etc. \_\_\_\_\_

List any relevant volunteer work. President - Wingfield Homeowners Association

Is there any other job-related information you want us to know about you? \_\_\_\_\_

## Applicant Statement

I certify that all information I have provided in order to apply for and secure work with this employer is true, complete, and correct.

I expressly authorize, without reservation, the employer, its representatives, employees, or agents to contact and obtain information from all references (personal and professional), employers, public agencies, licensing authorities, and educational institutions and to otherwise verify the accuracy of all information provided by me in this application, resumé, or job interview. I hereby waive any and all rights and claims I may have regarding the employer, its agents, employees, or representatives, for seeking, gathering, and using truthful and non-defamatory information, in a lawful manner, in the employment process and all other persons, corporations, or organizations for furnishing such information about me.

I understand that this employer does not unlawfully discriminate in employment and no question on this application is used for the purpose of limiting or eliminating any applicant from consideration for employment on any basis prohibited by applicable local, state, or federal law.

I understand that this application remains current for only 60 days. At the conclusion of that time, if I have not heard from the employer and still wish to be considered for employment, it will be necessary for me to reapply and fill out a new application.

If I am hired, I understand that I am free to resign at any time, with or without cause and with or without prior notice, and the employer reserves the same right to terminate my employment at any time, with or without cause and with or without prior notice, except as may be required by law. This application does not constitute an agreement or contract for employment for any specified period or definite duration. I understand that no supervisor or representative of the employer is authorized to make any assurances to the contrary and that no implied oral or written agreements contrary to the foregoing express language are valid unless they are in writing and signed by the employer's president.

I also understand that if I am hired, I will be required to provide proof of identity and legal authorization to work in the United States and that federal immigration laws require me to complete an I-9 Form in this regard.

I understand that reasonable safeguards will be taken to protect all personal information provided or obtained in conjunction with this application for employment. My personal information may be shared with the employer's affiliate(s) and third parties engaged by the employer to perform services for the employer. Any personal information shared with an affiliate or third party is to be used solely to perform the services requested by the employer.

This Company does not tolerate unlawful discrimination in its employment practices. No question on this application is used for the purpose of limiting or excluding an applicant from consideration for employment on the basis of his or her sex (including pregnancy), race, color, religion, national origin, citizenship, age, disability, genetic information, or any other protected status under applicable federal, state, or local law.

### Mandatory Employer Disclosures

Notice to Maryland applicants: UNDER MARYLAND LAW, AN EMPLOYER MAY NOT REQUIRE OR DEMAND, AS A CONDITION OF EMPLOYMENT, PROSPECTIVE EMPLOYMENT, OR CONTINUED EMPLOYMENT, THAT AN INDIVIDUAL SUBMIT TO OR TAKE A LIE DETECTOR OR SIMILAR TEST. AN EMPLOYER WHO VIOLATES THIS LAW IS GUILTY OF A MISDEMEANOR AND SUBJECT TO A FINE NOT EXCEEDING \$100. Notice to Massachusetts applicants: It is unlawful in Massachusetts to require or administer a lie detector test as a condition of employment or continued employment. An employer who violates this law shall be subject to criminal penalties and civil liability. Notice to Rhode Island applicants: This company complies with Rhode Island law prohibiting smoking in enclosed areas within places of employment. Notice to North Dakota applicants: This company complies with North Dakota law prohibiting smoking within 20 feet of entrance and inside places of employment. Notice to Indiana applicants: This company complies with Indiana law prohibiting smoking in enclosed areas within places of employment.

I understand that any information provided by me that is found to be false, incomplete, or misrepresented in any respect, will be sufficient cause to (1) eliminate me from further consideration for employment, or (2) may result in my immediate discharge from the employer's service, whenever it is discovered.

**DO NOT SIGN UNTIL YOU HAVE READ THE ABOVE APPLICANT STATEMENT.**

I certify that I have read, fully understand and accept all terms of the foregoing Applicant Statement.

Signature of Applicant

*[Handwritten Signature]*

Date 05/27/2020

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Important note: This is approved for use by the purchaser only. This form may not be shared publicly or with third parties.

**ATTORNEY  
APPROVED**





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

**SUBJECT:** Amended Policy for Utility Billing Adjustments

**AGENDA INFORMATION:**

**Agenda Location:** City Manager Communications  
**Department:** Administration  
**Presenter:** Travis Wade, City Manager

**BRIEF SUMMARY:** To get approval for Policy 2020-01, revising, updating and amending Policy 2004-001 Utility Billing Adjustments.

**FUNDING SOURCE:** Not Applicable

**ATTACHMENTS:** Policy 2020-01

**STAFF'S COMMENTS AND RECOMMENDATIONS:**

CITY OF APALACHICOLA  
Update to Policy 001

POLICY FOR UTILITY BILLING ADJUSTMENTS

Water usage may be considered for adjustment by the City Utility Department or the City Manager if the total month's usage is at least three (3) times the six month average usage.

If approved, the Utility Department will determine the gallons approved for credit based on the usage history of the customer in prior comparable periods.

Water usage approved for credit will be eligible for:

1. 100% credit for the related sewer charge, but not less than the six month average
2. 85% credit for the related water charge, but not less than the six month average.  
-Limited to one adjustment in twelve (12) month period for two billing periods.

Utility charges related to water usage determined to be due and payable and not eligible for adjustment may be approved by the City Manager for payment over a reasonable amount of time, based on hardship but not to exceed twelve (12) months.

Sewer charge adjustments may be allowed by the Utility Department for a new pool installation or refill. Limited to one (1) adjustment in a twelve (12) month period for one (1) billing period.

**POLICY NO. 001 : UTILITY BILL ADJUSTMENTS**

**Section I:** It shall be the policy of the City of Apalachicola not to make adjustments to balances due on utility bill accounts unless the adjustment is warranted by one of the following listed circumstances:

- Water Meter Misreading
- Posting Error
- Contractor/City Use during Maintenance of System
- Sewer Adjustment – Filling Swimming Pool
- Sewer Adjustment - Water Leak Not Associated with Sewer System Connection
- Garbage Adjustment – Delay of Can Delivery or Missed Service
- Other Minor Adjustments – If Warranted by the City Administrator

**Section II.** All adjustments are to be approved in writing by the City Administrator; or his/her designee in the event an emergency approval is needed in the City Administrator's absence.

**Section III.** A listing of all adjustments granted by the City Administrator will be forwarded to the Mayor and Commissioners at the close of each billing cycle.

**Section IV.** All other adjustments are to be presented to the full Board of Commissioners at their next scheduled regular meeting for review and decision to approve or disapprove by unanimous vote.

**End of Policy**

Policy Presented By: Betty Webb

Date of Adoption: June 8, 2004

10/10/04 4 + 2 St



June APD numbers inbox x

Lizzette Dearinger <lizzette@gtcom.net>  
to me, Chief

June brought in more openings of restaurants and then bars, so more patrol of these places have been put in place. We continue to d  
especiallly, of residential areas. APD participated in Firearms training and simulated fire arms training this month. We also patrolled ar  
peaceful protests this month with no incidents occurring and all went very well. Interior renovations began inside the police departmer  
requirements for security. The gun range membership is now at 45.

June 2020	Totals
Traffic Stops/ Warnings/ citations	60
Arrests/ Warrant Requests	2
Traffic Accidents	8
Burglary/Theft calls	3
Assist Citizens/ Complaints/investigations	562
Trespass Warnings/agreements	6

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**Water and Wastewater Department  
Monthly Report June 2020**

**Water Plant**

- . We treated 10,550,000 gal of drinking water
- . The Hydrogen perox Test to remove TTHM,s from the water was officially started on the 15<sup>th</sup>
- . The problem with the signal for the chlorine reading at the water plant was repaired

**Wastewater Plant**

- . We treated 6,900,000 gal of wastewater
- . Feed lines for the Alum storage tank were replaced and the tank cleaned
- . Effluent flow meter was replaced
- . Work was started on cleaning up #1 disc filter for painting and rebuild
- . Materials were order for repairs to the SBR,s walkways and piping supports, work to start first week in July

**Distribution and Collections**

- . We did 3 water taps and 3 sewer taps
- . Completed 35 work orders from City hall
- . Repaired 4 small water leaks
- . Repaired 1 small leak on the reuse system
- . Repaired 2 controllers for parks on the reuse system that were not watering

Monthly Report for  
Apalachicola Margaret Key Library  
June 30, 2020

Statistics:

- 35 patrons have been helped since June, 15, 2020
- \$29 for copies have been received
- \$101.20 have been received in library donations
- 1442 people were reached with our 3 Facebook posts

On June 15, 2020, we opened the library for no contact, curbside service. Our hours of service are 10a.m. to 2p.m., everyday, except Fridays and Sundays. Books have been requested via reservation on our website, inquiry via email, inquiry via Facebook Messenger, and via phone calls. We have fulfilled book requests, retrieved book, movie, and audio book donations, delivered a book request to an elderly patron, opened an account for a patron, printed and faxed items for patrons, instructed patrons on using our website, and hosted the Recreation Committee and Library Board, using social distancing.

Isel Sanchez-Whiteley  
Library Assistant

## City of Apalachicola public works monthly report

June 2020

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.

We collected 185 bags of trash from down town and public parks.

We have cut our routine main roads parks and cemeteries.

We have had 2 funerals open and close

We completed 14 work orders.

We cut back on 17<sup>th</sup> st. ave. e around stop sign for safety reasons.

-Installed a no dumping sing in alley off of 11<sup>th</sup> st.

-Removed tree on ave. d under power lines.

Cut palmettos back on 10<sup>th</sup> st. blocking road.

-Took materials to holy family to rebuild rotten walk ways.

Meet with contractor to put street signs up on city streets. Installation of signs should start in a couple of weeks.

Cut and removed dead tree at Battery Park.

Cut and removed palm tree at Battery Park.

Signed. Robert osburn



CITY OF APALACHICOLA  
ADMINISTRATION DEPARTMENT  
JUNE 2020

- Updated meeting calendar on website
  - Complete all quarterly Payroll Reports.
  - Posting and Learning New Payroll Quick Books Program
  - Posted June revenues and expenses
  - Assisted staff with tree applications, utility bill issues
  - Staff assisted with Cemetery, utility bills, garbage, permitting issues, city property rentals and other miscellaneous duties
  - Billing Clerk assists the City Manager and City Clerk as needed, works front office with water bill collections, cemetery lot sales, assists water and sewer department as needed
  - Completed tasks as assigned by the City Manager
  - Public Records Request 2
  - Oyster License sales began 5/18/20 - 180 sold as of 6/29/20
- 72 work orders issued and 53 work orders completed  
1996 payments processed  
2015 bills processed  
184 cut-off list – (not issued due to corona virus per Mayor)  
Approximately 120 accounts payable checks processed



**MINUTES OF THE SPECIAL MEETING OF THE APALACHICOLA CITY COMMISSION HELD WEDNESDAY,  
JANUARY 15, 2020, 6:00 PM AT THE APALACHICOLA COMMUNITY CENTER.**

**PRESENT:** Mayor Kevin Begos Ron Nalley, City Manager  
Commissioner Brenda Ash Deborah Guillotte, City Clerk  
Commissioner Desplna George Kristy Banks, City Attorney  
Commissioner Adriane Elliott  
Commissioner Anita Grove

**CALL TO ORDER**

Mayor Begos called the meeting to order at 6:00 PM. Council members led in Pledge of Allegiance.

**NEW BUSINESS  
DISCUSSION – CITY MANAGER POSITION**

Discussion ensued on the current City's form of government, the current City Managers resignation and proposed severance agreement. Mayor Begos requested that Attorney Banks prepare the separation agreement. Commissioner George made a motion to enter into a severance agreement with City Manager, Ron Nalley. Attorney Banks reviewed the motion process of making a second. Commissioner George withdrew her motion to enter into a severance agreement with City Manager, Ron Nalley. Mayor Begos opened it up for discussion. Attorney Banks clarified Robert's Rule of Order. Discussion ensued to have a workshop to have a referendum for examining the Charter and propose possible changes.

**PUBLIC COMMENT**

Numerous comments were made by citizens about the City Manager position, and the City Administrator position.

Mr. Nalley was invited to speak, but declined at this time. He said it is presently hard to operate day to day without clarity of responsibilities and roles. He would rather have a decision, so we can move forward.

Commissioner Grove made a motion that a workshop be scheduled to clarify the current situation, what we need as a city, what we want to do, and if we can compromise in the current situation. Commissioner Elliott seconded and the motion carried 4-1. Commissioner George opposed.

**ADJOURNMENT**

Commissioner Elliott made a motion to adjourn the meeting at 8:30 PM. Commissioner Grove seconded and the motion carried 5-0.

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Kevin Begos, Mayor

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Deborah Guillotte, City Clerk

**MINUTES OF THE SPECIAL MEETING OF THE APALACHICOLA CITY COMMISSION, HELD TUESDAY,  
JANUARY 21, 2020, 6:00 P.M., AT THE HOLY FAMILY SENIOR CENTER.**

**PRESENT:** Mayor Kevin Begos Ron Nalley, City Manager  
Commissioner Despina George Deborah Guillotte, City Clerk  
Commissioner Adriane Elliott Kristy Banks, City Attorney  
Commissioner Anita Grove

**ABSENT:** Commissioner Brenda Ash

**CALL TO ORDER**

Mayor Begos called the meeting to order at 6:05 P.M. and Reverend Barry Hand gave the invocation. Council members led in the Pledge of Allegiance.

**AGENDA ADOPTION**

Mayor Begos called for a motion to approve the agenda. Commissioner Grove made a motion to approve the Agenda. Commissioner George seconded and the motion carried 4-0.

**UNFINISHED BUSINESS**

**A. APALACHICOLA COMMUNITY REDEVELOPMENT ASSOCIATION**

Discussion ensued on the CRA areas, which is centrally the entire Hill district, the Historic Downtown, down to Battery Park Marina, and a small portion of the commercial district of Hwy. 98, the funding and suggested projects. These projects include building renovations, sewer repair, tree planting, etc. The five city commissioners are on the CRA board; and we will also be naming two citizen board members in the next couple of months. There were numerous concerns from citizens, which include investing in the seniors and youth, affordable housing, street lighting, cleaning alleys, sidewalks and an updated CRA strategy plan.

**UNFINISHED BUSINESS**

**B. MAINSTREET**

Discussion ensued on rescinding the city's current Resolution 2010-11, and to treat Main Street like any other non-profit. Mayor Begos read Resolution 2010-11 Main Street Program. Attorney Banks stated she doesn't feel it was appropriate to rescind the Resolution, suggesting the Commission make a motion withdrawing the prior commitment to support Main Street.

Commissioner George made a motion to treat Apalachicola Main Street no differently than any other non-profit group and requested that the city attorney draft a resolution that would rescind in part Resolution 2010-11 as it applies to the ongoing support and participation in development and activities. Commissioner Elliott seconded. Discussion ensued.

Commissioner George amended her motion requesting that the City Commission resolve to treat Apalachicola Main Street no differently than any other non-profit organization and requested the City Attorney draft a resolution which rescinds, in part, Resolution 2010-11, with respect to support and participation in the development of Apalachicola Main Street. The vote carried 4-0.

**NEW BUSINESS**  
**A. USDA GRANT APPLICATION**

Discussion ensued on Resolution 2020-01 authorizing USDA Application for Water Street Sidewalk and Parking Project.

Commissioner Grove made a motion to accept Resolution 2020-01 authorizing the City Manager to apply for a USDA Rural Business Development Grant, which will provide for sidewalks, parking and lighting along Water Street and Avenue G and sidewalk repair on Commerce Street . Commissioner Elliott seconded and the motion carried 4-0.

**NEW BUSINESS**  
**B. CODE ENFORCEMENT POSITION**

Mr. Nalley recommended Revena Ramsey to fill the vacant Code Enforcement position at \$34,000 per year and requests the approval of the Commission.

Commissioner Elliott made a motion to hire Revena Ramsey to fill the Code Enforcement position at \$34,000. Commissioner Grove seconded and the motion carried 4-0.

**ADJOURNMENT**

Commissioner Elliott made a motion to adjourn the meeting. Commissioner Grove seconded and the motion carried 4-0.

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Kevin Begos, Mayor

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Deborah Guillotte, City Clerk



MINUTES OF THE REGULAR MEETING OF THE APALACHICOLACITY COMMISSION  
HELD TUESDAY, JUNE 2, 2020, 3:00 PM AT THE APALACHICOLA COMMUNITY  
CENTER.

PRESENT: Mayor Kevin Begos  
Commissioner Brenda Ash  
Commissioner Anita Grove  
Commissioner Adrian Elliott  
Commissioner Despina George  
Chris Holley, Interim City Manager  
Deborah Guillotte, City Clerk  
Kristy Branch-Banks, Attorney

**CALL OF ORDER**

Mayor Begos called the meeting to order and Commissioner Ash gave the invocation. Council Members lead the pledge of allegiance.

**APPROVE THE AGENDA**

Commissioner Grove made a motion to approve the Consent Agenda. Commissioner Elliott seconded and the motion carried 5-0.

**PRESENTATION**

A. Trina Vielhauer, DEP Director of Water Restoration Assistance (Revolving Loan Program) – Mrs. Vielhauer gave an update of the City’s current loan default status and estimated that the balance is around \$516,693 at this time.

B. Gary Williams, Florida Rural Water Association – Mr. Williams discussed the City’s Asset Management Plans for maintenance of the Water and Wastewater System and how we can best handle the City’s needs and move forward. Discussion ensued by the Commission Board and City Attorney.

Commissioner Ash made a motion to have a special meeting next week on the issues discussed and see what options we have for the Consent Order. Commissioner Elliott seconded and the motion carried 5-0.

**MAYOR AND COMMISSIONERS REPORT AND COMMUNICATIONS**

A) Commissioners and Sunshine Law - Mayor Begos briefly reviewed Sunshine Laws on social media and suggested researching the possibility of archiving the City’s Face Book account.

B) Commissioner/Department Roles – Discussion ensued concerning the Commission Board being assigned to Departments. To be tabled and discussed at a later meeting.

C) DEP Consent Order – Discussed under Presentations.

D) Rescind Resolution 2020-08 – Temporary Halt to all Water and Sewer Bill Late Fees and Disconnect Fees. Discussion ensued by the Commission.

Commissioner Elliott made a motion for Mr. Wade to contact the people on the Cut-Off list and prepare a payment plan. Commissioner Grove seconded and the motion carried 5-0.

Commissioner Ash made a motion to rescind Resolution 2020-08. Commissioner Elliott seconded and the motion carried 5-0.

Discussion ensued by Commission on Social Media Policy and Polls review, Commendation to the Franklin County Sheriff's Department and the City of Apalachicola Police Department for all they do for our community, Piers and Hurricane Michael storm debris, Sunshine Law Training on-line June 17 and 24, 2020 offered by the NW Florida League of Cities.

CITY MANAGER COMMUNICATIONS
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A. Splash Pad Re-Opening – Mr. Wade recommended that the City open the Splash pad with caution and limited occupancy of ten people there at a time.

Commissioner Elliott made a motion to re-open the Splash Pad with caution and limited occupancy. Commissioner Grove seconded and the motion carried 5-0.

B. Library – Partial Re-Opening – History, Culture and Arts Building (HCA) – Discussion ensued by Commission and it was decided that the Library would deliver books to the vehicles, and a box set outside for returns at this time, until further notification. Wi-Fi is still available if parked outside the library building. HCA will re-open in July, times to be accessed. Discussion ensued.

C. Mr. Copeland – Request for Assistance on \$2000 Water Bill – Mr. Wade recommended that Mr. Copeland's water bill be adjusted to a total of \$98, this being a one-time adjustment.

Commissioner Elliott made a motion due to extenuating circumstances due to COVID, and that the City approve a one-time adjustment on the water bill to a minimum of \$98. Motion failed for lack of second.

D. Budget Workshop Dates – June 4, June 18, and July 2, 2020. Discussion ensued and it was decided to not have the June 4<sup>th</sup> budget workshop.

E. Dog Park Re-Location Discussion – Discussion ensued of possibly relocating to the old football field. Further research needed to make sure the City owns that piece of property.



**ATTORNEY KRISTY BRANCH-BANKS COMMUNICATIONS**

Attorney Banks discussed the sale of city properties and possibly having a workshop. To be discussed at a later meeting.

**PUBLIC COMMENT**

Numerous concerns on the water bill adjustment policies, Mill Pond/Scipio Creek issues and Sidewalk Ordinance.

**CONSENT AGENDA**

Mayor Begos presented the Consent Agenda and asked if any items should be removed before consideration of a motion.

- Meeting Minutes Adoption – To Adopt the May 5, 2020 Regular Meeting, May 8, 2020 Special Meeting, and May 19, 2020 Special Meeting Minutes.
- Public Works – Stop Sign/Street Sign Removal and Replacement Installation – To request approval for Jason White Construction to remove and install replacement stop/street signs, in the amount of \$19,775.

Commissioner Elliott made a motion to adopt the Consent Agenda. Commissioners Ash seconded and the motion carried 5-0.

**UNFINISHED BUSINESS**

**A. HEAD START – TIM CENTER, CAPITAL AREA COMMUNITY ACTION**

Tim Center, Capital Area Community Action gave an update on the progress of the Early Head Start project and funding, stating that the old Wing “A” at the Van Johnson Complex is still under renovation, awaiting funding.

Commissioner Grove made a motion requesting that Attorney Banks negotiate a Lease Agreement with Head Start, and that it be presented at the July meeting. Commissioner Ash seconded and the motion carried 5-0. Discussion ensued.

**UNFINISHED BUSINESS**

**B. SIDEWALK ORDINANCE UPDATE**

Sidewalk Ordinance Update – To update Ordinance No. 2017-03 by adding this sentence at the end of Section 7.1: Stages for musical performance or entertainment are not allowed under this Ordinance, and nothing in this Ordinance allows musical performance or entertainment.

Discussion ensued by the Commission, City Manager and City Attorney. Commissioner Elliott made a motion to extend the Outside Dining Resolution for thirty (30) days.

Commissioner Elliott amended the motion to extend the Outdoor Dining Resolution until restrictions are lifted by the State of Florida and restaurants are allowed to open at 100% capacity. Mayor Begos seconded and the motion failed 3-2. Commissioners George, Ash and Grove voted Nay.

Commissioner Ash made a motion to extend the Outside Dining Resolution for thirty (30) days, for dining only. Commissioner Elliott seconded and the motion carried 5-0.

<b>UNFINISHED BUSINESS</b> <b>C. NUISANCE/NOISE ORDINANCE DISCUSSION</b>
---

Discussion ensued by Commission.

Commissioner Elliott made a motion to have a public workshop/special meeting on the Nuisance/Noise Ordinance next week, to be determined and notified at a later date. Commissioner George seconded and the motion carried 5-0.

<b>NEW BUSINESS</b> <b>A. MILL POND PILING BIDS</b>
--

Commissioner Ash made a motion to award the bid to R.J. Gorman Marine at \$13,875 to remove and set new pilings at the Mill Pond/Scipio Creek basin project, pending referral research by Mr. Wade. Commissioner Grove seconded and the motion carried 5-0.

<b>NEW BUSINESS</b> <b>B. SOCIAL MEDIA POLICY</b>
--

Discussion ensued by Commission on the City social media account and those of individual politician social media accounts.

Commissioner Elliott made a motion that each of the Commissioner's block each other on their personal facebook pages. Motion died for lack of second.

Commissioner Ash made a motion to adopt the Social Media Policy and add any updates as needed. Commissioner Grove seconded and the motion carried 5-0.

**NEW BUSINESS**  
**C. INTERIM LIBRARY DIRECTOR**

Commissioner Ash made a motion that the Interim Library Director position, go back to the Library Board with their recommendation to the Commission at the next meeting. Commissioner Grove seconded and the motion carried 5-0.

**NEW BUSINESS**  
**D. FARMER'S MARKET MANAGER**

Commissioner Elliott made a motion to approve Rose Griffin as the Farmers Market Director. Commissioner George seconded and the motion carried 5-0. Discussion ensued.

**NEW BUSINESS**  
**E. REMOVAL OF FORMER MAYOR JOHNSON'S NAME  
FROM CITY PROPERTY**

Discussion ensued on the issues of public buildings and properties being named after elected officials while still living, therefore, it is recommended removing Mayor Johnson's name from City property.

Commissioner Grove made a motion to table this issue for a later date. Commissioner Elliott seconded and the motion carried 5-0.

**ADJOURNMENT**

With no further business, Commissioner Elliott made a motion to adjourn the meeting at 7:10 PM. Commissioner Grove seconded and the motion carried 5-0.

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Kevin Begos, Mayor

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Deborah Guillotte, City Clerk



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

**SUBJECT:** Quasi-Judicial Hearing: McLemore Variance

**AGENDA INFORMATION:**

**Agenda Location:** Unfinished Business

**Item Number:** A

**Presenter:** Mayor Begos

**BRIEF SUMMARY:**

The Board of Adjustment approved the McLemore variance for a porch. Because of an appeal the City Commission must make a final decision on an alley encroachment. In 2009 the City granted a 13-foot encroachment for the Chapman house lot, another historic property.

**RECOMMENDED MOTION AND REQUESTED ACTIONS:**

**FUNDING SOURCE:** n/a

**ATTACHMENTS:** Board of Adjustment ruling; Chapman house encroachment drawing, picture of historic house that was demolished.

**STAFF'S COMMENTS AND RECOMMENDATIONS:**

**QUASI JUDICIAL VARIANCE DECISION**  
**BOARD OF ADJUSTMENT – MCLEMORE**  
**MAY 21, 2018**

This Variance came on before the Board of Adjustment of the City of Apalachicola on May 21, 2018 at 5:00 P.M. as properly noticed and advertised. After the introduction of the subject matter, Anna Maria Cannatella agreed to perform the chairperson duties in light of the absence of chairperson Carrie Kienzle. Other members present were Atul Patel, Dennis Winterringer and Fonda Davis.

There was no objection to the Board Members hearing this matter after discussion of all extra judicial communication or inspection. The staff report with notices and communication on this subject was accepted into evidence and marked as Exhibit 1. The applicant/property owner presented the Variance request. There were no persons present during the evidentiary portion of the hearing who gave testimony or evidence in opposition to the Variance request.

The building is accepted as an Historic structure through documentation received from the Florida Master Site Plan. It is also uncontested that the building is nonconforming- extending into and beyond the required 15 feet side set back and into the City of Apalachicola, alley easement by approximately 2 feet for a total square foot of existing nonconformity of approximately 360 square feet. It is proposed through the Variance requested that the addition would extend the present nonconformity by an additional approximately 60 square feet to the nonconforming structure within the side set back and City alleyway.

The applicant advised that the applicant will, if the Variance requested is granted by the Board of Adjustment of the City of Apalachicola, (although not involved in the Variance process), return a smaller brick side building to original historic height (a one-story brick restroom facility) by removing a more recently added wood framed upper floor. Furthermore, the more recently added arched windows would be replaced with simple neo-Georgian rectangular windows, more in keeping with the original style of the original historic structure and represented on the adjacent house. The applicant would extend the length of the building by adding 8.5 feet as a screened porch addition to the rear of the building which building will be used as a small dressing area/studio for a proposed back yard swimming pool.

The staff planner notes and provides by testimonial evidence that Section 111.A.3.b. of Ordinance 1991-7 (as amended 2017-05) provides for a Variance "if there is sufficient grounds to determine that reasonable use of property would be denied without such Variance". "Variance from the terms of this code shall be granted only if the Variance is not contrary to the public interest and where, owing to special conditions, a literal enforcement of the provisions of this Code would result in unnecessary hardship." 111.A.3.b.

Furthermore, staff report notes that Ordinance 2017-05 amends Ordinance 91-7 and provides for limited relief for the restoration and renovation of historic and non-historic non-conforming structures. However, it is further stated in the staff report that the intent of this Ordinance is "not to permit either historic or nonhistoric, nonconforming structures to be enlarged upon, expanded, or extended, except as allowed through the Variance process at section

111.A.3.b". "Existing nonconformities of a structure shall not be used as grounds for adding other structures prohibited elsewhere in the same district". (February 2, 2018 Staff Report Analysis). Staff recommendation was that the Variance should be denied due to failure to meet the hardship requirements for the expansion.

The question of whether the Variance should be granted under Ordinance 91-7 (as amended 2017-05) is determined by whether "there is sufficient grounds to determine that reasonable use of property would be denied without such Variance". Section 111.A.3.b, "Variance from the terms of this code shall be granted only if the Variance is not contrary to the public interest and where, owing to special conditions, a literal enforcement of the provisions of this Code would result in unnecessary hardship".

However, after consideration of the evidence, the Board finds and concludes by majority vote that the preservation of the historic building and return to historic features as much as possible during the course of the development outweighs the extension of the nonconformity for the present screened porch addition. It has been uncategorically stated by applicant at the hearing that the renovation of the building to return to its historic height and window appearance will not be possible and will not be done without the Variance allowing the additional screen porch extension of the nonconformity. The resulting expansion will continue the building footprint encroachment over the five foot set back and 2 feet into the alleyway for the additional 8.5 feet being added onto the length of the building and will not be seen from Bay Avenue. The across the alley closest neighbor was supportive and in favor of the variance being granted.

Board member, Dennis Winterringer voted no to the Variance stating that the evidence did not meet the requirements for establishment of a Variance citing in particular the failure to establish a hardship by the evidence submitted; that the denying of the Variance application would not deny reasonable use of the property; and, that the development proposal by the Variance would extend and enlarge the present nonconformity in the set back and alleyway.

Wherefore, the Variance is hereby granted by the Board of Adjustment. It should be noted that the additional encroachment into the City right of way (alleyway) must be approved by the City Commission as this is outside of the jurisdiction of the Board of Adjustment.

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Acting Chair Person

Order approved by the Board of Adjustment of the City of Apalachicola, this \_\_\_\_ day of \_\_\_\_\_, 2019.

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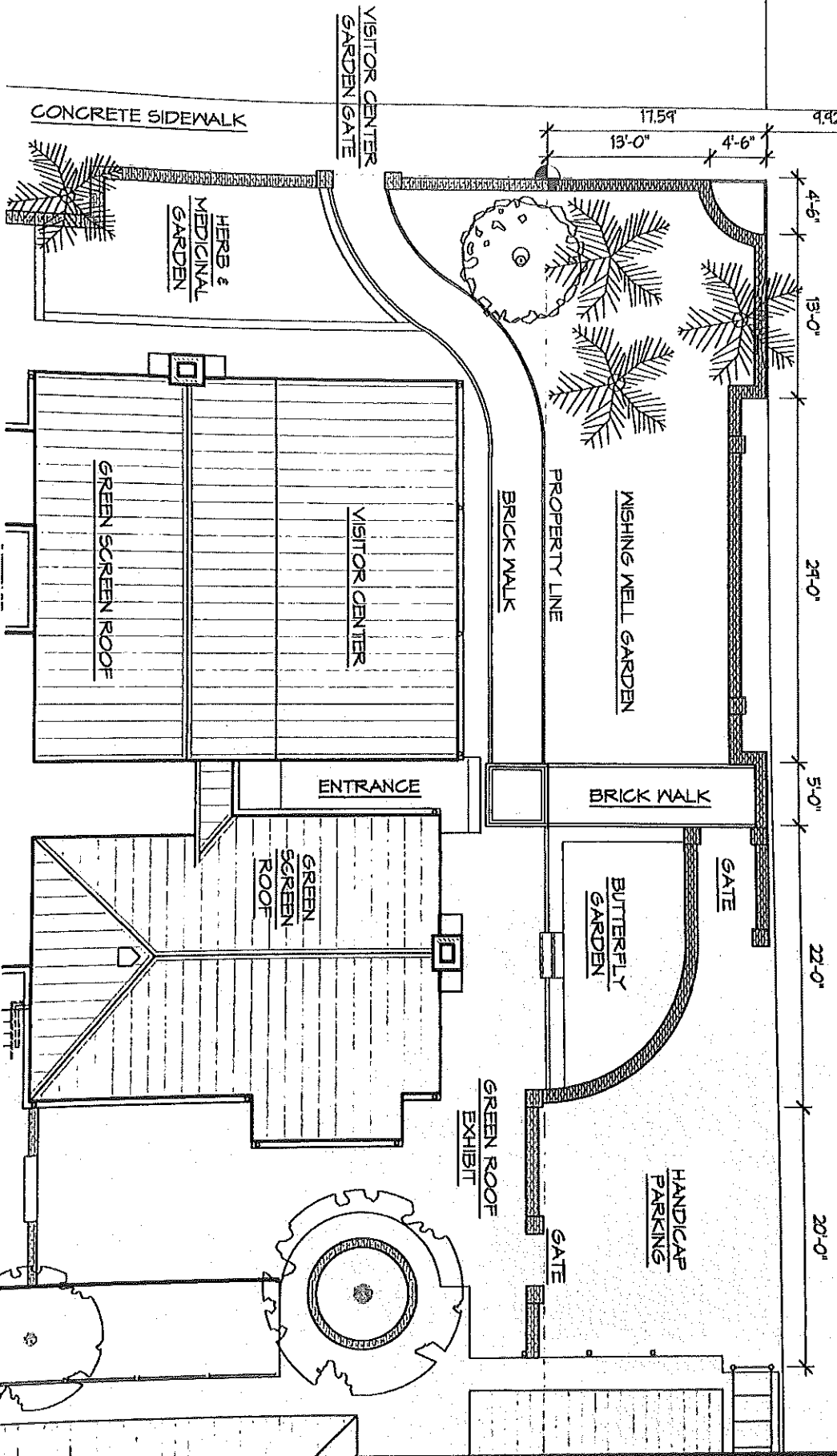


CHESTNUT CEMETERY

EXHIBIT A2

\*Note: Approved by Commission on 1/7/2014

4.92' WIDE EXISTING SERVICE ALLEY/DRIVEWAY.



CHAPMAN HOUSE  
SITE PLAN

DATE: 02/20/13  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 PROJECT: [Name]  
 A101

VALDES & JOHNSON  
 ARCHITECTS, LLC  
 1110 N. W. 10th Ave.  
 Ft. Lauderdale, FL 33304  
 Phone: (954) 561-1111  
 Fax: (954) 561-1112  
 www.valdesandjohnson.com





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

**SUBJECT:** City website update / Municode

**AGENDA INFORMATION:**

**Agenda Location:** Unfinished Business  
**Item Number:** B  
**Presenter:** Commissioner Elliott

**BRIEF SUMMARY:**

The City website needs major updates. Municode offers website redesign services at reasonable prices and has done so for many cities in Florida and around the nation, such as Fort Walton Beach.

**FUNDING SOURCE:** Administration budget

**ATTACHMENTS:** Municode Estimate and upgrade details.

**STAFF'S COMMENTS AND RECOMMENDATIONS:**

Support

# **municode**



**CONNECTING YOU & YOUR COMMUNITY**

## **Website Redesign, Hosting, and Support**

**Quote for The City of Apalachicola, Florida**



**Gregg Huggins**

PO Box 2235 Tallahassee, FL 32316  
850-692-7068 [ghuggins@municode.com](mailto:ghuggins@municode.com)

# LETTER OF INTEREST

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June 12, 2020

Dear Website Selection Team:

Thank you for the opportunity to present our quote for website redesign, hosting, and support services. It is our goal to deliver a mobile-friendly website that is professional, easy-to-use, and easy-to-maintain.

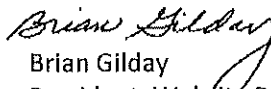
Our team has developed a portfolio of online services that are tailored for local government agencies. We have worked with cities, towns, villages, counties and other local government agencies for over sixty-five years continually striving to make your job easier. When it comes to posting content on the web, our solution is simple and straight-forward.

Our websites make it easier for your community to find content by providing multiple navigation paths to each page. Our designs reinforce self-service to enable 24x7 online access to your organization's services.

We create your website using Drupal, an industry-leading content management system. Since Drupal is open-source, your website is truly yours unlike those of many other government redesign companies that use their own proprietary software.

We are thrilled at the opportunity to partner on such an important initiative.

Sincerely,

  
Brian Gilday  
President, Website Division

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# COMPANY PROFILE

## History, Mission, and Team

With over 65 years of experience, Municode's mission is to connect public sector organizations with their communities. Our solutions promote transparency and efficiency - such as custom website design, meeting and agenda management, online payment portals, the legal codification process, and our robust suite of online legislative search tools.

Municode has been in business for over sixty-five years and partners with more than 4,500 government agencies across all fifty states. Municode is a privately-owned corporation and is financially sound with no debt. Our leadership focuses on improving Municode through investments in its people and its technology. Our culture is conducive to the longevity of our employees; Our clients can establish a long-term partnership with our experienced and stable workforce.

Municode is home to over 230 employees (most of whom enjoy a 10+ year tenure). Our

headquarters in Tallahassee, Florida includes four buildings totaling 56,000 square feet. Our West Coast office is in Portland, Oregon. We also have individual team members working in several states across the country.

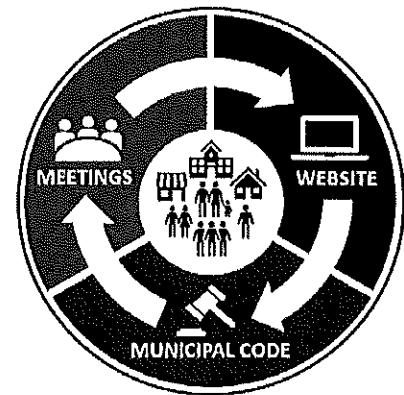


## Our Vision: Simple, Seamless Integration

Our vision is to create seamless integration between our service offerings. The goal is to reduce staff workload, while at the same time, increasing the ability for municipalities to connect with their communities.

The following example integration points are either in place today or envisioned in our future strategic roadmap.

- Unified search across all platforms (website, meetings, online codes)
- Auto-publish agendas and minutes from the Meetings platform to the Website
- Ordinance auto-publishing from the Meetings platform to your online code, queued for supplementation, Code of ordinance cross-references to legislative voting history, minutes, and video/audio



## Project Team

We have a highly-skilled team with a customer service focus.



### **Jarrod - Project Sponsorship / Project Management / Customer Service**

Jarrod has a Bachelor of Science degree in Mathematics and Business Administration from the University of Oregon. Jarrod is the Director of Professional Services and leads all aspects of project development and customer support.



### **Dave - Project Management / User Experience**

Dave has a Bachelor of Arts degree in Communications from California State University. In addition to project and design leadership, Dave will participate in various analytical, site configuration, content migration, and training activities.



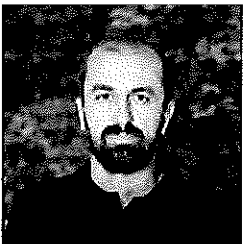
### **Mary Joy – Project Management / User Experience**

Mary Joy has that unique ability to put technical concepts into easy-to-understand terms with clients such as Dunkin Donuts, Gillette, Fidelity, and Osram Sylvania. A Bentley graduate with a Bachelor of Science in CIS, Mary Joy leads our customer support efforts and content migration.



### **Paul – Development / Systems Architecture / QA**

Paul has been working on software systems for years and is a strong member of our team. We will turn to Paul for any custom development work that might be required. In addition, Paul has many years of experience in quality assurance testing, so he will be acting as Municode's lead tester for the engagement.



### **Drago - Graphic Design**

Drago's work speaks for itself. He has the unique ability to capture the essence of your branding and communication requirements and transform them to stunning web designs.

# REFERENCES AND DESIGN EXAMPLES

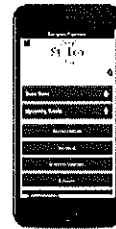
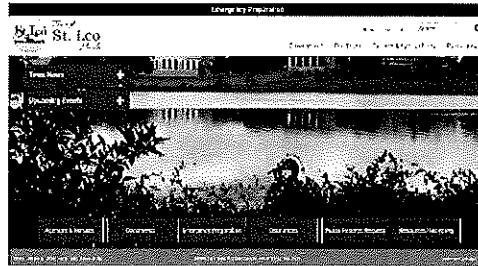
## Standard Designs

Our standard designs come as part of our base price and are a great option for those who want a professional, mobile friendly design without the added expense of custom graphic design work. You choose from one of our standard layouts and still get to customize the color palette and background photos.

### St. Leo Florida

<https://www.townofstleo.org/>  
Population: 1,340

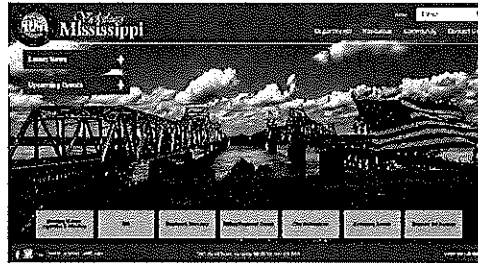
Andrea Calvert – Town Clerk  
352-588-2622  
[townclerk@townofstleo.org](mailto:townclerk@townofstleo.org)



### Vicksburg Mississippi

<https://www.vicksburg.org/>  
Population: 23,856

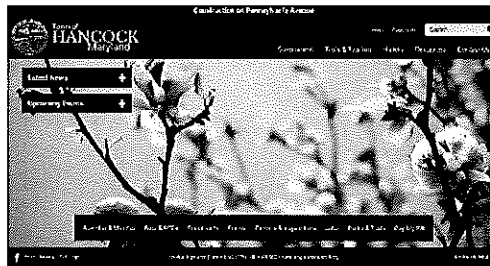
Jonathan Somerville – Asst IT Dir  
601-801-3452  
[jsomerville@vicksburg.org](mailto:jsomerville@vicksburg.org)



### Hancock Maryland

<https://www.townofhancock.org>  
Population: 1,545

Joe Gilbert – Town Manager  
315-276-6798  
[hancocktownmanager@gmail.com](mailto:hancocktownmanager@gmail.com)



### South Palm Beach Florida

<https://www.southpalmbeach.com/>  
Population: 1,171

Yude Alvarez – Town Clerk  
561-588-8889  
[yalvarez@southpalmbeach.com](mailto:yalvarez@southpalmbeach.com)





## Custom Designs

There is a reason why we have loyal customers! It is because we have a great solution, we take care of our customers, and we are committed to working with you for the long haul. When you pick up the phone and call us, we answer! When you email, we respond quickly – usually within 30 minutes. When you need us, we will be there for you. **But don't take our word for it, ask our clients.**

### Naples Florida

[CIVIC PLUS REPLACEMENT]

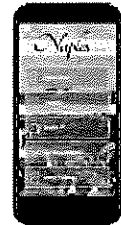
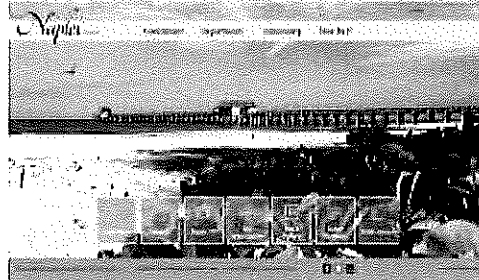
<https://www.naplesgov.com/>

Population: 20,115

David Fralick, Communications Manager

239-213-1054

[dfralick@naplesgov.com](mailto:dfralick@naplesgov.com)



### Royal Palm Beach Florida

[CIVIC PLUS REPLACEMENT]

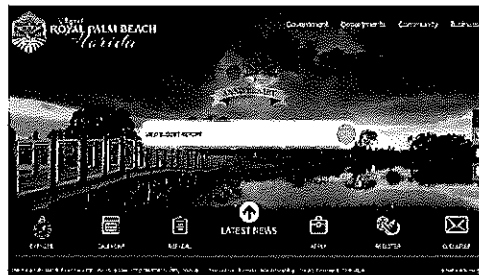
<https://www.royalpalmbeach.com/>

Population: 34,140

Marina Quintero, IS Manager

561-791-7078

[mquintero@royalpalmbeach.com](mailto:mquintero@royalpalmbeach.com)



### Marco Island Florida

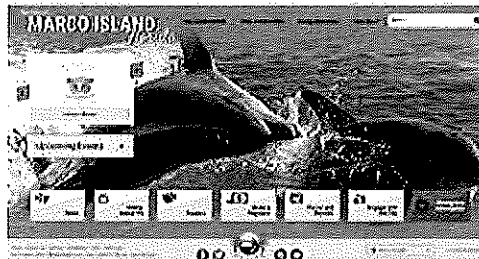
<https://www.cityofmarcoisland.com/>

Population: 16,413

Jordan Turek, CIO, Director of IT

239-205-3434

[jturek@cityofmarcoisland.com](mailto:jturek@cityofmarcoisland.com)



### Fort Walton Beach Florida

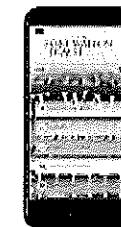
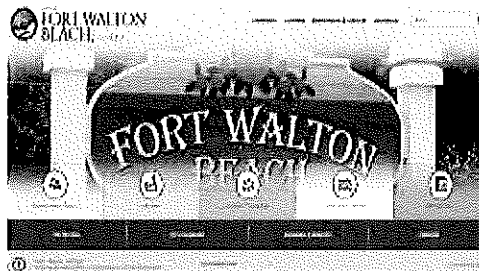
<https://www.fwb.org/>

Population: 19,507

Stephanie Oldnettle, HR Generalist

850-833-9507

[soldnettle@fwb.org](mailto:soldnettle@fwb.org)



## Specialty Sub-Site Graphic Designs

We also offer the option of having graphic designs for sub-sites that require specialized branding. We call these 'specialty sub-sites'. We leverage your main CMS and database, which allows us to offer these sub-sites with the same functionality as your main site yet with a completely different look and feel.

### Economic Development

[www.choosewoodstock.com](http://www.choosewoodstock.com)

<https://addisontexas.net/econ-dev>

<https://www.burnet512.com/ed>



### Parks & Recreation

[www.cprdnewberg.org](http://www.cprdnewberg.org)

<https://www.wilsonvilleparksandrec.com/parksrec>

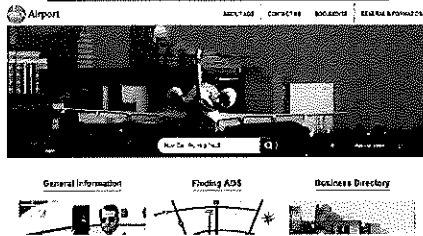
<https://www.brookhavenga.gov/pcg>



### Airports

<https://www.cityofprineville.com/airport>

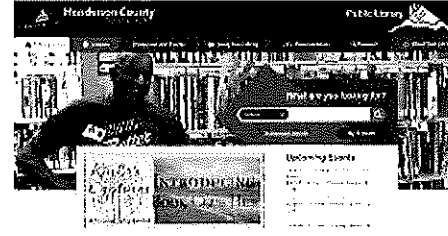
<https://addisontexas.net/airport>



### Libraries

[www.woodstockpubliclibrary.org](http://www.woodstockpubliclibrary.org)

<https://www.hendersoncountync.gov/library>

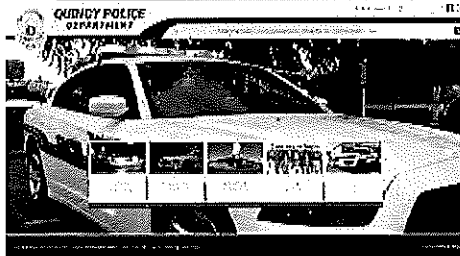


### Police and Fire

[www.quincypd.org](http://www.quincypd.org)

<https://addisontexas.net/police>

<https://www.griffith.in.gov/police>



### Event Centers / Cultural Centers

<https://addisontexas.net/actc>

[www.woodstockoperahouse.com](http://www.woodstockoperahouse.com)

[www.sherwoodcenterforthearts.org](http://www.sherwoodcenterforthearts.org)



### Golf Courses

[www.meadowlakesgc.com](http://www.meadowlakesgc.com)

<https://www.cottagegrove.org/golf>



### Tourism

[www.gofruit.com](http://www.gofruit.com)

<https://visitaddison.com/tourism>

<http://www.wrangell.com/visitorservices>



# WEBSITE CONTENT MANAGEMENT SYSTEM (CMS) FEATURES

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Municode Web was designed for local governments by experts in local government. It utilizes Drupal, an open source platform, that powers millions of websites and is supported by an active, diverse, and global community. We are the Drupal experts for local government!

## Key Project Deliverables

- ✦ WEBSITE DESIGN
- ✦ CONTENT MIGRATION
- ✦ TRAINING
- ✦ HOSTING
- ✦ SUPPORT

## Standard Features

- ⊙ Responsive Mobile Friendly Design
- ⊙ Simple Page Editor
- ⊙ Best-in-Class Search Engine
- ⊙ ADA/WCAG 2.1 AA HTML Compliance
- ⊙ Social Media Integration
- ⊙ Web Page Categories - create a page once, have it show up in multiple places
- ⊙ Department Micro-sites (sites-within-a-site)
- ⊙ Rotating Banners and Headline Articles
- ⊙ Online Job Postings
- ⊙ Online Bid/RFP Postings
- ⊙ Photo Album Slideshows
- ⊙ Google Maps Integration
- ⊙ Resource/Document Center
- ⊙ Image auto-scaling and resizing
- ⊙ Site Metrics (Google Analytics)
- ⊙ Scheduled Publish On/Off Dates
- ⊙ Unlimited User logins
- ⊙ Unlimited Content
- ⊙ Word-like WYSIWYG Editor
- ⊙ Private Pages – staff view only
- ⊙ Unlimited Online Fillable Forms
- ⊙ Emergency Alerts
- ⊙ Meeting Agendas/Minutes/Videos
- ⊙ Event Calendar
- ⊙ Page Versioning / Audit Trail
- ⊙ Latest News / Press Releases
- ⊙ Anti-spam controls
- ⊙ Email Harvesting Protection
- ⊙ Broken Link Finder
- ⊙ Dynamic Sitemap
- ⊙ Support for Windows, Mac, Linux
- ⊙ Video integration (YouTube, Vimeo, etc.)
- ⊙ Client owns rights to all data
- ⊙ Organization/Staff Directory
- ⊙ Frequently Asked Questions (FAQs)
- ⊙ Ordinances and Resolutions
- ⊙ Share This Button (Facebook/Twitter)
- ⊙ Secure Pages / SSL
- ⊙ Printer Friendly Pages
- ⊙ RSS Feeds Inbound/Outbound

## Optional Features/Services

- ⊙ Email Subscriptions / Notifications
- ⊙ Projects Directory
- ⊙ Parks and Trails Directory
- ⊙ Property Directory (Commercial/Industrial)
- ⊙ Business Directory
- ⊙ Facility Reservations
- ⊙ Specialty Sub-site Graphic Designs
- ⊙ Custom Feature Development

## MEETING AND AGENDA MANAGEMENT (OPTIONAL)

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Municode Web includes a standard feature to post meeting agendas and minutes. Many organizations seek the additional features of an agenda management solution such as agenda item approval workflow, auto-generated PDF/Word agendas, live council voting/roll call, and audio/video integration.

Municode Meetings is the easiest-to-use and most modern agenda management system in the industry. It is a 100% cloud-based offering that will greatly reduce the staff time and effort required to create and publish online agendas and minutes.

### Key Project Deliverables

- ✦ BOARD/COMMITTEE SETUP - configure as many boards as you need - no limit
- ✦ MEETING TEMPLATE DESIGN - design one or more meeting templates to your custom specifications
- ✦ TRAINING
- ✦ WORKFLOW - setup custom agenda item approval workflows
- ✦ USERS/ROLES/PERMISSIONS - create and configure unlimited user accounts
- ✦ ANNUAL SERVICE - 99.95% up-time guarantee, data backups, disaster recovery
- ✦ SUPPORT - 8AM to 8PM Eastern phone and email support; 24x7x365 emergency support

### Standard Features

- ⊙ Unlimited Meetings and Agenda Templates
- ⊙ Unlimited Meeting Agenda Templates
- ⊙ Unlimited Users
- ⊙ Create Meetings
- ⊙ Submit/Add Agenda Items
- ⊙ Attach agenda item files
- ⊙ Create Agendas
- ⊙ Create Agenda Packets
- ⊙ Create Meeting Minutes
- ⊙ Approve Items with Approval Workflow
- ⊙ Auto Publishing Agenda, Agenda Packet, Minutes to the web
- ⊙ Self-service YouTube video time stamping
- ⊙ Integration with Swagit Video (coming soon)
- ⊙ Voting/Roll Call
- ⊙ Integration with Municode Web calendar

### Service and Support

We will guarantee service uptime of 99.95%. In the event this service level is not met within a given month, you will receive a credit for that month's service.

We will provide you contact numbers to reach us 24x7x365 for catastrophic site issues. We will also be available from Monday to Friday 8AM-8PM EST via email and phone to handle routine questions from staff.

We will perform security upgrades and other optimizations during off-hours, typically between the hours of 12-3AM PST, if such work requires your meetings to be off-line. We will provide at least 14 days' notice for any non-emergency maintenance that requires down-time.

Our auto-monitoring software continually monitors performance and instantly alerts us when problems occur. We act as soon as possible and no later than two hours after problems are detected.

## POLICIES AND PROCEDURES MANAGEMENT (OPTIONAL)

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Municode Web includes a standard feature to post policy and procedure documents. Many organizations seek the additional features of a policy and procedures management solution, such as approval workflow, automated PDF generation, and historical tracking. Examples of policy and procedure manuals include fire codes, general plans, financial reports, and proclamations. Municode's Self-Publishing Software facilitates these needs.

### Key Project Deliverable

- ✦ SOFTWARE LICENSE – Annually, includes up to five (5) authorized users
- ✦ CONVERSION – Convert your current Word/Folio manuals to our software database for in-house publication, updates and maintenance
- ✦ WORKFLOW – Provides organized, systematic execution of updates, corrections, new clauses, new codes, etc.
- ✦ ONLINE BOOK HOSTING – Published in HTML format
- ✦ SERVICE LEVEL - 99.95% up-time guarantee, data backups, disaster recovery
- ✦ SUPPORT - 8AM to 8PM Eastern phone and email support; 24x7x365 emergency support

### Standard Features

- ⊙ Policy/Amendment drafting tool
- ⊙ Automated code, policy and publication updates
- ⊙ Automated approval and signature workflow
- ⊙ Automated PDF generation for backup/printing
- ⊙ Historical tracking tool
- ⊙ Online training and customer service

### Service and Support

We will guarantee service uptime of 99.95%. In the event this service level is not met within a given month, you will receive a credit for that month's service.

We will provide you contact numbers to reach us 24x7x365 for catastrophic site issues. We will also be available from Monday to Friday 8AM-8PM EST via email and phone to handle routine questions from staff.

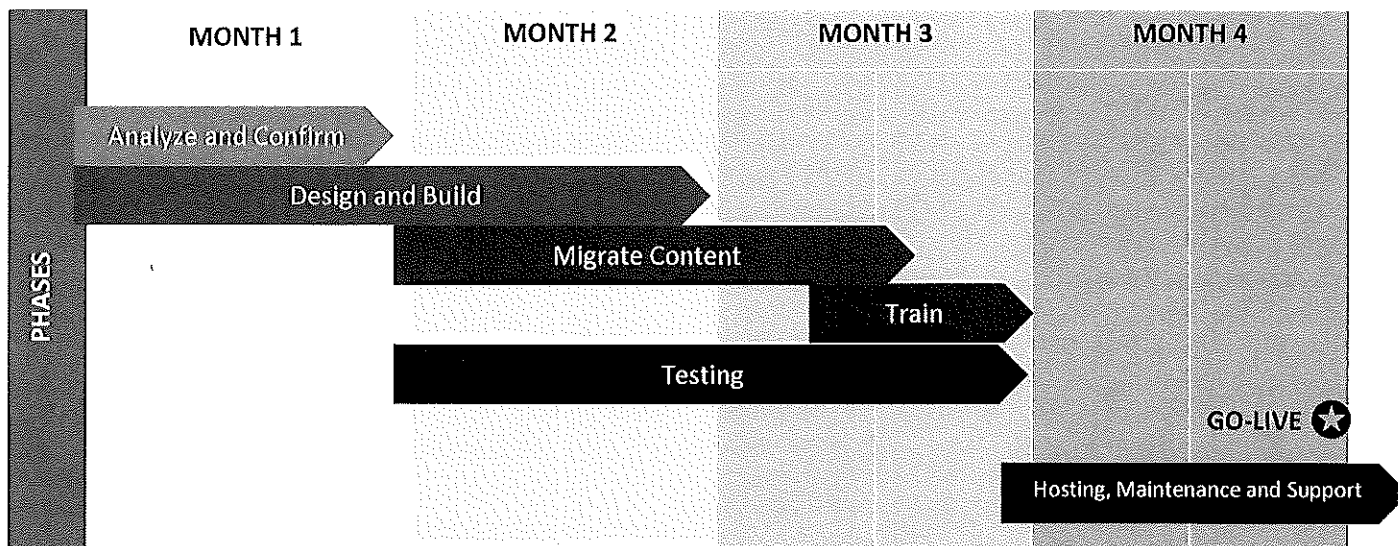
We will perform security upgrades and other optimizations during off-hours, typically between the hours of 12-3AM PST, if such work requires your meetings to be off-line. We will provide at least 14 days' notice for any non-emergency maintenance that requires down-time.

Our auto-monitoring software continually monitors performance and instantly alerts us when problems occur. We act as soon as possible and no later than two hours after problems are detected.

# PROJECT TIMELINE AND APPROACH

The typical project takes from 3 to 7 months. The high-level timeline below is an approximation. We will finalize the schedule once we meet with you:

## Project Timeline Sample



## Client Responsibilities

The client's responsibility and the key to a smooth on-time deployment is providing the initial information and approving proofs quickly.

- The Client will make available to Municode relevant images, photos, logos, colors, and other branding material as well as an inventory of existing applications, websites, and content at the start of this effort. The Client will create new content copy as needed.
- The Client will assign a single point of contact for Municode to interact with that will be responsible for coordinating the schedules of other project stakeholders.
- The Client will review any deliverables requiring formal approval within 5 business days and return all comments/issues at or before those 5 days have elapsed.
- The Client will assign one person who will act as the "ultimate decision maker" in the case where consensus among the team cannot be reached.
- The Client must agree to applicable terms of services for Google related services such as Google Analytics and Google Maps to access those features. Municode is not responsible for Google's decisions related to discontinuing services or changing current APIs.

## Project Phase Descriptions

### Phase 1: Analyze and Confirm Requirements

#### Website Assessment:

Municode will complete an analysis of your current website(s) to assess the existing navigation, features/functions, and quality of content.

#### Organizational Overview Inventory/Survey:

Municode will provide an organizational overview document for you to complete as part of this assessment.

#### Website Design Meeting:

Municode will conduct a design meeting with a client-defined web advisory team. We recommend the advisory team be limited to a maximum of 6 members. This design meeting will allow the website advisory team to provide input regarding the overall design of the new website, including the site branding as well as high-level site navigation. This team will act as the initial review team for website design concepts. In addition, this team will act as the final review team for the website before it is approved for go-live.

### Deliverables

- ① Summary assessment sheet
- ① Organization Survey
- ① Website design specification sheet (graphic design and information / navigation design)

### Phase 2: Design and Build phase

#### Design Concept Creation and Approval (Custom Designs):

Municode will complete home page design concepts for the Home Page and inner pages. These design concepts will incorporate all the graphical elements as well as the high-level sitemap. You will select a winning concept after going through a series of iterative design revision meetings. We allow for a total of 6 revisions.

#### Website Setup, Configure, and Customization:

Municode will create a fully functional website that includes the functional elements described in this proposal. As part of the website setup, Municode will finalize any remaining elements to the approved design and navigation.

### Deliverables

- ① Design concepts
- ① Finalized design (Photoshop PSD)
- ① Functional beta website with approved design
- ① Content migration

### Phase 3: Migrate Content

#### Content Finalization and Departmental Acceptance

Municode migrates initial content and your trained staff finalizes prior to go-live. See pricing section for specific number of included pages.

**Meeting Agendas and Minutes:** Client completes an excel template with information regarding each meeting plus corresponding files. Municode will then auto-import that content. Files must be provided with a standard naming convention to allow for auto parsing of date. (i.e. minutes\_061516.pdf, etc.)

**Standard Web Pages:** A standard web page is defined as a page that contains a title, body text, and up to a total of 5 links, file attachments, or images. If you require migration of more complex pages, we can provide a custom quote.

**Directory pages (Staff Directory, Projects, Commercial/Industrial Properties, Business Directory, Ordinances/Resolutions):** Client completes manually or may request a custom quote. For custom quotes, client completes an excel template with directory data and Municode auto-imports directory content.

### Deliverables

- ⦿ Content creation and migration
- ⦿ Departmental content 'signoff'

### Phase 4: Staff Training

#### Staff Training

Throughout the development and after launch, our customers have access to training, resources and educational opportunities that help them thrive. Our initial training is offered to administrators and content contributors.

### Deliverables

- ⦿ On-site (if applicable)
- ⦿ Web teleconference
- ⦿ Videos and User guides

### Phase 5: Testing

#### Municode Functional Testing

Municode will perform a series of tests across multiple browser and operating system versions to confirm site functionality. Test will confirm proper functionality of all features documented in this proposal.

#### Acceptance Testing

Staff will review the website for completeness. Municode will have completed functional testing and cross-browser compatibility testing.

### Deliverables

- ⦿ Completing Testing Checklists
- ⦿ Site acceptance by client

### Go Live ★

#### Go-Live

We will work with you to make the appropriate 'A' Record DNS entry changes to begin the process of propagating the new production web server IP address.

### Deliverables

- ⦿ Accepted Final Live Website



# HOSTING, MAINTENANCE, AND CUSTOMER SUPPORT

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## Hosting

We provide first-class hosting services in a secure data center. We take cyber security seriously. Your website will be secure from multiple perspectives:

### ■ Data Center

We host your website in a secure data center. The data center is manned 24x7x365. Your website is maintained using firewalls, load balancers, multiple web application servers, and a database server. We apply security updates to the entire web server stack on a regular basis.

### ⚡ Data transmission

We guarantee up to 1 Terabyte of data transfer per month.

### ♥ Redundant high-availability failover (optional):

We have the capability of providing premium hosting service levels by offering a mirrored copy of your site on a separate infrastructure and geographic location. We would need to talk through the required service levels and bandwidth to provide pricing for this item.

### 🔒 Web CMS software security

We apply security updates to your Drupal-based CMS whenever updates are posted. Your website is built on Drupal software that has the confidence of millions of websites in both the private sector and public sector, including whitehouse.gov, the City of Boston and the City of Los Angeles. Several built-in security mechanisms are in place to prevent cross-site scripting attacks.

### 🔒 Web transmission security

Your website is secured with SSL to encrypt transmission of data. We SSL-enable every page on your website for maximum security.

### 🔒 User authentication security

Our solution is configured with granular role-based permissions, and each user is required to login with a unique user id and password. We also offer a two-factor authentication option using Google Authenticate if that should be something you are interested in pursuing.

### ■ Data Backup

We back up your data in multiple geographic locations. We backup daily, weekly, monthly, and up to 7 years of annual data backups.

### 🏆 Guaranteed Uptime

Municode guarantee web server uptime of 99.95%. In the event this service level is not met within a given month, you will receive a credit for that month's service

## Maintenance and Customer Support

### 📞 24x7 Customer support:

We will provide you contact numbers to reach us 24x7x365 for catastrophic site issues. We will also be available from Monday to Friday 8AM-8PM EST via email and phone to handle routine website operation questions from staff.

### 🔒 Security upgrades:

Municode will apply security upgrades to your solution's core and contributed modules ensuring that your website stays secure. Municode will perform security upgrades and other web server and website optimizations during off-hours, typically between the hours of 9PM-3AM Pacific, if such work requires taking the website off-line. We will provide at least 14 days' notice for any non-emergency maintenance that requires down-time.

### 🛡️ Site Monitoring and Site Recovery:

Municode will install auto-monitoring software routines that continually monitor website performance and alert us when problems occur. We will act as soon as possible and no later than two hours after problems are detected.

### ★ Free feature upgrades:

As we update our base Municode features, you receive those upgrades for FREE.

## PROJECT COSTS

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### Design, Development, and Implementation Phase **\$4,600**

- Fully functional Municode CMS with all base features
- Responsive mobile-friendly website with standard design
- Content migration; up to 100 pages and 5 years meeting minutes
- Training: web teleconference, video, user guides

### Annual Hosting, Maintenance, and Customer Support **\$1,800/ year**

- 80GB disk space and up to 1 terabyte data transfer per month
- 99.95% up-time guarantee, telephone support 8AM-8PM Eastern
- Email support with one-hour response time during working hours
- Emergency 24x7 support
- Up to 3 hours' webinar refresher trainings per year

### Total Year 1 Costs **\$6,400**

#### Select Additional Website Options

- |   |  |
|---|--|
| <input type="checkbox"/> Custom website design                                    | \$3,500 one-time                       |
| <input type="checkbox"/> Email Subscriptions / Notifications                      | \$600 per year                         |
| <input type="checkbox"/> Projects Directory                                       | \$200 per year                         |
| <input type="checkbox"/> Parks and Trails Directory                               | \$200 per year                         |
| <input type="checkbox"/> Property Listings (Commercial/Industrial)                | \$200 per year                         |
| <input type="checkbox"/> Facility Reservations                                    | \$1500 setup + \$900 per year          |
| <input type="checkbox"/> Business Directory                                       | \$750 setup + \$600 per year           |
| <input type="checkbox"/> Specialty sub-site graphic designs                       | \$3500 + \$600 per year (per design)   |
| <input type="checkbox"/> Site graphic redesign every 4th year                     | \$600 per year (per design)            |
| <input type="checkbox"/> Additional on-site visits (training, consultation, etc.) | \$1500 day 1, \$1000 per day (days 2+) |
| <input type="checkbox"/> Custom Feature Development                               | \$150 per hour or fixed bid quote      |
| <input type="checkbox"/> Meeting and Agenda Management (Municode Meetings)        | \$2,400 per year                       |
| <input type="checkbox"/> Policies and Procedures Management                       | ask for quote                          |

# PAYMENT SCHEDULE

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## Option A: Standard Payment Schedule

### Year 1

Sign contract	50% of one-time costs (\$2,300)
Implement design and features	50% of one-time costs (\$2,300)
Conduct training (site moved to production / annual support begins)	annual hosting and support (\$1,800)

### Notes

- No long-term commitments required. We will earn your trust. You may cancel service at any time.
- Guaranteed pricing. Hosting and Support fees will not increase for first three years.
- Payment schedule will be adjusted accordingly based on selected optional features.
- Annual hosting and support fees starting year four will increase according to the previous year-ending *Consumer Price Index (CPI) for All Urban Consumers*.

## Option B: 4-year Interest-free Payment Schedule

- Year 1
  - o at time of contract signature
    - Project payment 1 of 4 \$1,150
    - Annual website hosting/support \$1,800
    - **Total year 1 \$2,950**
- Year 2
  - o one year from contract signature
    - Project payment 2 of 4 \$1,150
    - Annual website hosting/support \$1,800
    - **Total year 2 \$2,950**
- Year 3
  - o two years from contract signature
    - Project payment 3 of 4 \$1,150
    - Annual website hosting/support \$1,800
    - **Total year 3 \$2,950**
- Year 4
  - o three years from contract signature
    - Project payment 4 of 4 \$1,150
    - Annual website hosting/support \$1,800
    - **Total year 4 \$2,950**

### Notes

- Four-year commitment required.
- Guaranteed pricing. Hosting and Support fees will not increase for first four years.
- Payment schedule will be adjusted accordingly based on selected optional features.
- Annual hosting and support fees starting year five will increase according to the previous year-ending *Consumer Price Index (CPI) for All Urban Consumers*.

# SERVICES AGREEMENT

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This agreement ("AGREEMENT") is entered between The City of Apalachicola, Florida ("CLIENT") and Municipal Code Corporation ("CONSULTANT").

- 1. Term of AGREEMENT.** This AGREEMENT shall commence effective the date signed by the CLIENT. It shall automatically renew annually. This AGREEMENT shall terminate upon the CLIENT's providing CONSULTANT with sixty (60) days' advance written notice.
- 2. Compensation.** It is understood and agreed by and between the parties hereto, that the CLIENT shall pay the CONSULTANT for services based on the payment schedule provided as set forth in the section marked "Payment Schedule". Payment will be made to CONSULTANT within thirty (30) days of the receipt of approved invoices for services rendered.
- 3. Scope of Services.** CONSULTANT's services under this AGREEMENT shall consist of services as detailed in the attached proposal including appendices ("SERVICES"). SERVICES may be amended or modified upon the mutual written AGREEMENT of the parties.
- 4. Integration.** This AGREEMENT, along with the SERVICES to be performed contain the entire agreement between and among the parties, integrate all the terms and conditions mentioned herein or incidental hereto, and supersede all prior written or oral discussions or agreements between the parties or their predecessors-in-interest with respect to all or any part of the subject matter hereof.
- 5. Warranty.** CONSULTANT warrants that any services provided hereunder will be performed in a professional and workmanlike manner and the functionality of the services will not be materially decreased during the term.
- 6. Liability.** CONSULTANT's total liability arising out of any acts, omissions, errors, events, or default of CONSULTANT and/or any of its employees or contractors shall be limited by the provisions of the AGREEMENT and further limited to a maximum amount equal to the fees received by CONSULTANT from CLIENT under this AGREEMENT.
- 7. Termination.** This AGREEMENT shall terminate upon the CLIENT's providing CONSULTANT with sixty (60) days' advance written notice. In the event the AGREEMENT is terminated by the CLIENT's issuance of said written notice of intent to terminate, the CONSULTANT shall pay CLIENT a pro-rated refund of any prepaid service fees (for the period from the date of the termination through to the end of the term). If, however, CONSULTANT has substantially or materially breached the standards and terms of this AGREEMENT, the CLIENT shall have any remedy or right of set-off available at law and equity.
- 8. Independent Contractor.** CONSULTANT is an independent contractor. Notwithstanding any provision appearing in this AGREEMENT, all personnel assigned by CONSULTANT to perform services under the terms of this AGREEMENT shall be employees or agents of CONSULTANT for all purposes. CONSULTANT shall make no representation that it is the employee of the CLIENT for any purposes.
- 9. Confidentiality.** (a) Confidential Information. For purposes of this AGREEMENT, the term "Confidential Information" means all information that is not generally known by the public and that: is obtained by CONSULTANT from CLIENT, or that is learned, discovered, developed, conceived, originated, or prepared by CONSULTANT during the process of performing this AGREEMENT, and relates directly to the business or assets of CLIENT. The term "Confidential Information" shall include, but shall not be limited to: inventions, discoveries, trade secrets, and know-how; computer software code, designs, routines, algorithms, and structures; product information; research and development information; lists of clients and other information relating thereto; financial data and information; business plans and processes; and any other information of CLIENT that CLIENT informs CONSULTANT, or that CONSULTANT should know by virtue of its position, is to be kept confidential.

(b) **Obligation of Confidentiality.** During the term of this AGREEMENT, and always thereafter, CONSULTANT agrees that it will not disclose to others, use for its own benefit or for the benefit of anyone other than CLIENT, or otherwise appropriate or copy, any Confidential Information except as required in the performance of its obligations to CLIENT hereunder. The obligations of CONSULTANT under this paragraph shall not apply to any information that becomes public knowledge through no fault of CONSULTANT.

**10. Assignment.** Neither party may assign or subcontract its rights or obligations under this AGREEMENT without prior written consent of the other party, which shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this AGREEMENT in its entirety, without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of its assets.

**11. Cooperative Purchasing.** CONSULTANT and CLIENT agree that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without CONSULTANT or CLIENT incurring any financial or legal liability for such purchases.

**12. Governing Law.** This AGREEMENT shall be governed and construed in accordance with the laws of the State of Florida without resort to any jurisdiction's conflicts of law, rules or doctrines.

Submitted by:

Municipal Code Corporation

By:           *Brian Gilday*          

Title: Brian Gilday - President, Website Division

Accepted by:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



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

**SUBJECT:** Confirmation of Interim Library Director Caroline Kienzle

**AGENDA INFORMATION:**

**Agenda Location:** Unfinished Business  
**Item Number:** C  
**Presenter:** Mayor Begos

**BRIEF SUMMARY:**

The Library Board unanimously recommended hiring Interim Library Director Caroline Kienzle. She has agreed to work for a base salary of \$10,000 per year, with no health benefits. This will save the City approximately \$50,000 per year and allow professional library oversight while the City and Library Board consider long-term options for the library.

**FUNDING SOURCE:** Library budget

**ATTACHMENTS:** n/a

**STAFF'S COMMENTS AND RECOMMENDATIONS:**

Support





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

**SUBJECT:** DEP Revolving Loan Amendment

**AGENDA INFORMATION:**

**Agenda Location:** New Business  
**Item Number:** A  
**Presenter:** Mayor Begos

**BRIEF SUMMARY:**

Mayor Begos has reached an agreement with DEP to resolve the City's Revolving Loan default. Under the proposal the City commits to repairing, maintaining and upgrading the Water and Sewer systems under detailed Asset Management Plans developed by the Florida Rural Water Association.

In return, DEP will lower the loan interest rate to -0- percent and remove the City from default status when the agreement is signed. The new loan package will save Apalachicola approximately \$61,000 per year over the next six years, and the City agrees to use those savings for Water and Sewer maintenance and Capital Improvements.

The first payment will not be due until Dec. 15, 2020. The City will no longer have to make extra payments to pay down the default.

Removing the default status from City finances will be a major step forward and allow for many other low-interest grant and financing options.

**FUNDING SOURCE:** n/a

**ATTACHMENTS:** Proposed revised loan schedule

**STAFF'S COMMENTS AND RECOMMENDATIONS:**

Support

	<b>Semiannual</b>			
<b>Payment</b>	<b>185,685.43</b>			
<b>Pmt</b>	<b>Date</b>	<b>Payment</b>	<b>Principal</b>	<b>Balance To Pay</b>
				2,785,281.49
36	12/15/20	185,685.43	185,685.43	2,599,596.06
37	6/15/21	185,685.43	185,685.43	2,413,910.63
38	12/15/21	185,685.43	185,685.43	2,228,225.20
39	6/15/22	185,685.43	185,685.43	2,042,539.77
40	12/15/22	185,685.43	185,685.43	1,856,854.34
41	6/15/23	185,685.43	185,685.43	1,671,168.91
42	12/15/23	185,685.43	185,685.43	1,485,483.48
43	6/15/24	185,685.43	185,685.43	1,299,798.05
44	12/15/24	185,685.43	185,685.43	1,114,112.62
45	6/15/25	185,685.43	185,685.43	928,427.19
46	12/15/25	185,685.43	185,685.43	742,741.76
47	6/15/26	185,685.43	185,685.43	557,056.33
48	12/15/26	185,685.43	185,685.43	371,370.90
49	6/15/27	185,685.43	185,685.43	185,685.47
50	12/15/27	185,685.43	185,685.47	-



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

**SUBJECT:** 10th Street Building repairs and possible rental/sale

**AGENDA INFORMATION:**

**Agenda Location:** New Business  
**Item Number:** B  
**Presenter:** Mayor Begos

**BRIEF SUMMARY:**

The City owns three vacant houses on 10th Street at Ave. L, and received approximately \$16,000 of insurance payments on each one for Hurricane Michael damages. An experienced local contractor has suggested that the two smaller homes could be repaired at an acceptable cost. The largest home, made of brick, appears to need major repairs.

Proposal is to immediately use \$16,000 of insurance money to restore the smallest Shotgun home, and possibly sell the brick home. Mayor Begos suggests this home could be a trial Workforce Housing rental, available at modest rent only for teachers, healthcare workers, or law enforcement.

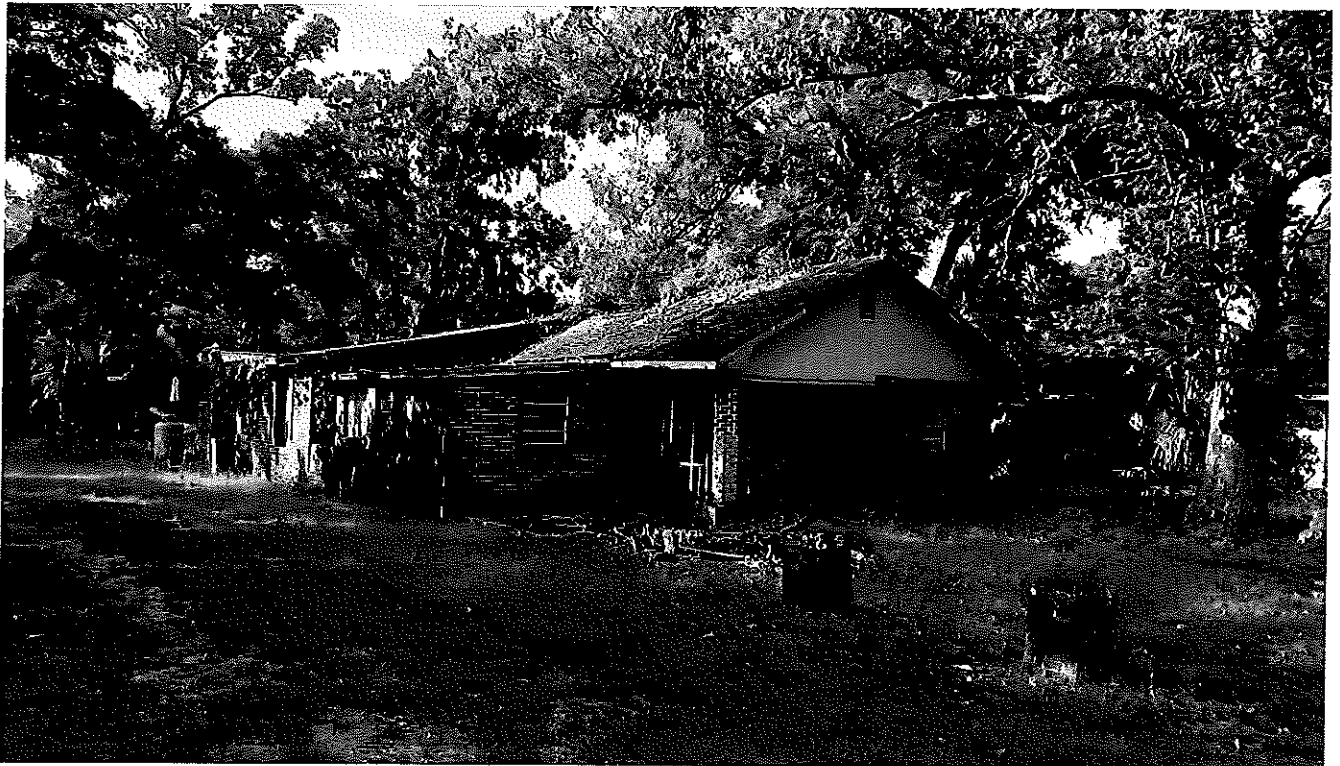
Proceeds from the sale of the brick home could be used to repair the second small home and make it available for either Workforce Housing rental or sale.

Members of the community have already volunteered their time for restoration work such as cleaning and painting.

**FUNDING SOURCE:** Insurance payments.

**ATTACHMENTS:** Picture of homes.

**STAFF'S COMMENTS AND RECOMMENDATIONS:**





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

**SUBJECT:** Scipio Boat Yard lease termination / new leaseholders

**AGENDA INFORMATION:**

**Agenda Location:** New Business  
**Item Number:** C  
**Presenter:** Mayor Begos

**BRIEF SUMMARY:**

The current tenant of the Scipio Boat yard does not pay rent and did not make any payments to the City for an 18-month period. He has refused to turn over complete records of work done, as required by the current contract.

The Boat Yard is a key asset for the community but the City must receive fair payments for its use. Recommendation is that the City seek new Boat Yard management and reach a separation agreement with current tenant.

A steady stream of income from the Boat Yard will allow the City to put those funds back into Boat Yard improvements, thus expanding business and revenues.

**FUNDING SOURCE:** n/a

**ATTACHMENTS:** Current contract.

**STAFF'S COMMENTS AND RECOMMENDATIONS:**

Support



**CITY OF APALACHICOLA  
INDEPENDENT CONTRACT FOR TRAVEL LIFT AND  
REPAIR YARD OPERATIONS  
AGREEMENT**

NOW, THEREFORE, in consideration for the mutual covenants herein contained, the "City" of Apalachicola, Florida, and Michael Thrasher, d/b/a Apalachicola Marine ("Operator") agree as follows:

**1. Documents Comprising Contract.**

The contract shall include this Agreement as well as the following documents which are incorporated herein by reference:

(a) Michael Thrasher documents and qualifications (including certifications) and including his certificate of insurance as required by the City. If there is a conflict between the terms of this Agreement and above-referenced documents, then the conflict shall be resolved as follows: the terms of this Agreement shall supersede over other documents.

**2. General Contract Terms.**

**(a) Non-exclusive Independent Contract.**

Award of this contract shall impose no obligation on the City to utilize Operator for all or other work of the type, performed or to be performed by Operator, which may develop during the contract period. This is not an exclusive contract.

**(b) Additional Services and Locations.**

The City reserves the right to request additional services relating to this Agreement from operator Michael Thrasher when approved by the Parties, in accordance with an agreement for additional services as negotiated by the parties and added to this agreement by addendum. Michael Thrasher shall provide such additional requirements as may become necessary. The City reserves the right to unilaterally add or delete locations or services at its sole option as it may deem necessary or in the best interests of the City. In such case, Michael Thrasher will be required to provide services pursuant to this Agreement in accordance with the terms, conditions, and specifications, and as set forth in an amendment approved by the Parties.

**(c) Entirety of Agreement.**

Parties hereto agree that this Agreement sets forth the entire agreement between the parties and there are no promises or understandings other than those stated herein. None of the provisions, terms or conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except as may be specifically authorized herein or by written instrument executed by the parties hereto. This Agreement and the exhibits and attachments hereto and other documents and agreements specifically referred to herein constitute the entire

fully integrated Agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous verbal or written communication or agreements between the parties with respect hereto excepting any past or contemporaneous written or verbal agreements expressly and clearly incorporated by reference within the four corners of this Agreement. This Agreement may only be amended by written documents, properly authorized, executed and delivered by both parties hereto. For the City, appropriate authorization shall be construed to mean formal action by the elected officials of the City, except where specified within this Agreement that the City Administrator or her designee shall have approval or authority. This Agreement shall be interpreted as a whole unit. It is specifically agreed that this Agreement shall not be construed in favor of one party or the other. All matters involving this Agreement shall be governed by the laws of the State of Florida and based on consideration received, it is expressly and explicitly agreed, that the proper venue for any litigation arising hereunder will be the Circuit Court, in and for, Franklin County, Florida.

**(d) Headings.**

Headings of various paragraphs and sections of this Agreement and its table of contents are for convenience and use of reference only and shall not be construed to define, limit, augment or describe the scope, context or intent of this Agreement or any part or parts of this Agreement.

**(e) Severability.**

The terms and conditions of this Agreement shall be deemed to be severable; consequently, if any clause, term or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions and notwithstanding such determination, this Agreement shall continue in a full force and effect unless the particular clause, term or condition held to be illegal or void renders the balance of the Agreement to be impossible of performance

**(f) No Waiver of Right to Enforce.**

The waiver of any breach or any term covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or any subsequent breach of the same or any other term, covenant or condition herein contained. No covenant, term, or condition shall be deemed to have been waived, unless such waiver be in writing. Nor shall there be any accord and satisfaction unless expressed in writing and signed by both the City and Michael Thrasher.

**(g) Performance.**

Service shall be performed in a timely manner:

The Parties expressly agree that time is of the essence in the performance of this Agreement and the failure to complete the performance within the time specified, or within a reasonable time if no time is specified herein, shall relieve the Parties of any obligation to accept such performance.

(h) **Notices.**

Any notice required or permitted herein is to be given in writing and shall be personally delivered or mailed, first class postage prepaid or delivered by an overnight delivery service to the respective addresses of the parties set forth below their signatures on the signature page hereof, or to such other address as any party may give to the other in writing. Any notice required by this Agreement will be deemed to have been given and received when personally served or one (1) day after delivery to an overnight delivery service or five (5) days after deposit in the first class mail.

To the City: City of Apalachicola, Florida  
1 Avenue E  
Apalachicola, Florida 32320  
Attn: City Administrator, Lee Mathes

To the Independent Contractor:

Michael Thrasher  
d/b/a Apalachicola Marine

**Remedies.**

Each party shall have full remedies available under existing laws, including, but not limited to, the Uniform Commercial Code, mediation, alternative dispute resolution and all state and federal courts of any jurisdiction, but specifically subject to the venue agreement in Franklin County, Florida, as set forth herein.

(i) **Assignment, Subcontracting, Corporation Acquisitions and/or Mergers.**

Independent Contractor shall perform this contract. No assignment or subcontract shall be allowed without the prior written consent of the City. Contractor shall provide a written notice to the City within the 30 business days of any proposed assignment or subcontract, or retaining or employing of agents or employees other than as listed as a part of this agreement.

(j) **Miscellaneous.**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. No representative of Michael Thrasher or Apalachicola Marine is authorized to make for or on behalf of the City, any representations, warranties or agreements other than as expressly set forth herein. Any consent required by this Agreement to be given by City to, Operator, Michael Thrasher, shall be given in writing.

3. **Operations:.**

(a) **Scope.**

Cities hereby engages Michael Thrasher to operate, manage, and oversee as the principal function of this independent contract, the repair yard activities at Scipio Creek, (the Mill Pond area) including, but not limited to, the operational coordination of the travel lift operations with the travel lift operator dealing with request to pull vessels, assist travel lift operations, pulling vessels, coordinate with vessel owners and travel lift operator for block up of vessels for location and time efficiency during lengthy repairs; coordinate with vessel owners for placement with approved repair contractors and material providers; manage and collect for and account for pulling of boats by the travel lift, occupying the travel lift and off-loading from the travel lift; manage boat/vessel repair yard, making sure that the boat ramp, loading, off-loading, and repair, are safely and efficiently operated and that the equipment, travel lift and facilities of the repair yard and lift area are properly maintained in a safe, clean, and well operating condition, and maintain adequate and accurate, records and documents for review by the City. The repair yard and travel lift area that are the and inspection subject of the Agreement, are further described on attached Exhibit and incorporated herein by reference.

City hereby contracts by this independent contract with Michael Thrasher only to operate and manage the Repair Yard and Travel Lift operations at Scipio Creek, as referenced above and operator hereby agrees to only manage and operate the Repair Yard and travel lift as referenced above for an initial term of one (1) year. This Agreement shall automatically renew for an additional term of one year, with a maximum of two (2) years additional term, on each anniversary date of the Agreement, unless both parties gives notice of its desire not to renew at least sixty (60) days in advance of the anniversary date. The term begins on the date of this Agreement as set forth in the first paragraph.

(b) **Other Marinas.**

Michael Thrasher agrees not to manage or lease or operate any other facility, repair yard, or boat lift or ways, within one hundred (100) nautical miles of the City's repair yard without the express written consent of the City.

(c) **Relationship of Parties.**

In the performance of its duties under this Agreement, Operator, Michael Thrasher, d/b/a Apalachicola Marine, shall occupy the position of an independent contractor with respect to the City. Nothing contained herein shall be construed as making the parties hereto partners, nor, except as expressly otherwise provided for herein, construed as making, Operator Michael Thrasher, an agent or employee of the City.

(d) **Independent Contractor Status and Compliance with the Immigration Reform and Control Act of 1986.**

Michael Thrasher, d/b/a Apalachicola Marine is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of the City. Michael Thrasher acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 USC Section 1324 et seq. and regulations relating thereto as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach and shall be grounds for immediate termination of the contract at the discretion of the City.

4. **Responsibilities/Authority of Michael Thrasher, d/b/a Apalachicola Marine ("Operator")**

(a) **General Authority.**

City shall execute such documents as City in its reasonable judgment, deems necessary or advisable for Michael Thrasher to carry out its operations of the Travel Lift and Repair Yard. Such authority shall include authority to direct the matters specified below, which are not in limitation of the foregoing.

(b) Michael Thrasher shall use his reasonable discretion to establish the terms and conditions of the use and occupancy and operation of the Travel Lift and Repair Yard; entering into lift and boat yard agreements with such customers and to collect rent from such customers all as approved by the City. The form of agreements shall be prepared and reviewed, as appropriate by Michael Thrasher and recommended to the City for acceptance which shall have right of approval.

(c) **Repair, Maintenance, and Improvements.**

Subject to directions by the City through the City Administrative Clerk or designated person, on his/her behalf, Michael Thrasher shall make and execute, supervise, and have control over the making and executing of all decisions concerning the routine day-to-day operation, maintenance, repair, of the Repair Yard and Travel Lift, on behalf of the City. In connection with performance of routine day-to-day maintenance and repair and operation of the Travel Lift and Repair Yard, Michael Thrasher shall obtain the prior approval of the City for all expenditures (except emergency repairs if in the opinion of City Administrator, such expenditures are necessary to protect the Marina from damage or to maintain services to the customers as called for in their agreements). All repair, maintenance and improvement costs shall be paid directly by the City, subject to the approval of the City.

(d) **Personnel.**

Michael Thrasher shall select, hire, discharge and supervise all labor and assistance which he deems necessary or advisable for the operation and maintenance and repair of the Travel Lift and Repair Yard. Michael Thrasher shall pay for all costs of on-site employees and assistance, (including without limitation), payroll taxes, insurance, and workers compensation and shall provide evidence of the current and active insurance, liability and workers compensation for the

benefit of City and shall name the City as an additional insured which policies shall not be cancelled without written notice to the City by the insurer.

Throughout the terms of this Agreement, Michael Thrasher shall be or have a qualified full-time, on-site operator ("Repair Yard/Travel Lift" operator that is fully certified and licensed for the operations of the Travel Lift and Repair Yard) having experience in the operation of a Travel Lift/Repair Yard of this type and size (of the City of Apalachicola Travel Lift/Repair Yard), who shall be available during normal business hours and be delegated sufficient authority to ensure competent performance and fulfillment of the responsibility of this agreement and to accept serviceable notices provided for herein.

When in contact with the public Michael Thrasher and all employees or other persons on his behalf shall perform his/their duties in an efficient and courteous manner. Michael Thrasher, Operator, shall insure all its personnel are courteous and cooperative and present a neat, clean and professional appearance at all times. Failure of an employee to do so shall be grounds for the City to demand his or her removal from duties on the Travel Lift/ Repair Yard property. Michael Thrasher shall provide the City with the name and telephone number of all persons on its behalf who will be on call at all times for emergencies or other matters related to the operations under this Agreement.

(f) Regulations and Permits.

Michael Thrasher will observe, obey and comply with all rules and regulations adopted by the City and all laws, ordinances, and or rules and regulations of other governmental units and agencies having lawful jurisdiction, which may be applicable to the operations under this Agreement. Failure to do so will constitute a breach of this Agreement. Michael Thrasher shall procure all required permits, licenses and approvals for the operation and performance under this Agreement.

The Operator will oversee compliance with the City's rules and regulations regarding the conduct of vessel owners and others using the Repair Yard and/or Travel Lift. The Operator will ensure that current rules are furnished to each and every user, tenant, and occupant; and that the rules are prominently displayed at the Repair Yard and Travel Lift area. The Operator may from time to time make recommendations for revising the rules and regulations. Additionally, the Operator may develop for the City's consideration additional policies with respect to the installation of new features and profit centers for approval by the City.

(g) Operation Records and Reports of Disbursements and Collections.

Michael Thrasher shall establish, supervise, direct and maintain the operation of a system of record keeping and bookkeeping with respect to all receipts and disbursements in connection with the use and management of the Travel Lift/Repair Yard. ( All receipts will be deposited into the City's bank account.) Receipts will be accounted for on the City's books by Michael Thrasher (Operator) personnel. No purchases for the operation of this Agreement shall be made by or for the City and shall not be the obligation of the City unless specifically agreed otherwise by the City in writing. Requests for disbursements will be processed through the City's accounting

system and paid with City's funds.

(h) Collection.

Michael Thrasher shall operate, analyze and direct the collection and billing of all accounts receivable due to the City with respect to the repair yard and travel lift, and shall be responsible for establishing policies and procedures to minimize the amount of bad debts.

(i) Legal Actions

Michael Thrasher shall as a part of the consideration of this contract also assist the City in the prosecution and defense of any and all actions and proceedings brought by tenants, suppliers, vendors, and similar persons relating to the Repair Yard and/or Travel Lift and shall be responsible for and liable for and agrees to defend, indemnify and hold City harmless of, from and against any suit, claim, cause of action or proceeding for damages or other relief arising from in whole or in part the actions or omissions of Michael Thrasher or anyone or entity acting on his behalf in connection with or as a part of this agreement or on the property of the Repair Yard or Travel Lift during the term of operation hereunder. Michael Thrasher shall provide notice to City of any and all actions and proceedings brought by tenants, suppliers, vendors, and similar persons relating to the Repair Yard and Travel Lift. Michael Thrasher shall provide notice to City of any and all actions or proceedings instituted or against the City as well as any incidents, accidents, controversies or claims that might affect the City or be asserted against it.

Michael Thrasher shall provide to the City a certificate of coverage for insurance coverage applicable to Repair Yard and Travel Lift operations, including liabilities, (pollution, property, and personal injury,) and to the extent necessary worker's compensation and specifically including Longshore and Harbor worker's compensation insurance of at least \$1,000,000 single accident and Employee limits and other coverages referenced above in the same amount.

(m) City Approval

Michael Thrasher agrees it will obtain prior approval from the City prior to implementing changes in its procedures, operations or maintenance practices or operations for services of the Repair Yard and/or Travel Lift as well as the following:

- (1) Changes from original approved plans, activities, signage and graphics;
- (2) Any improvements to be constructed on the Repair Yard and Travel Lift Property;
- (3) Hours of daily operation; and
- (4) Any use of the City's name.

(n) Reporting Requirements.

Michael Thrasher must submit a monthly written report to the City Administrator including, but not limited to;

- (1) Repair Yard and Travel Lift Operations;
- (2) Maintenance and safety activities;
- (3) Insurance Claims;
- (4) Litigation; claims, accidents/incidents
- (5) Non-routine expenses;
- (6) Safety and environmental incidents.

(o) Business Continuity Plans.

Michael Thrasher shall provide the City with a copy of his business continuity plan covering the Repair Yard and Travel Lift. Michael Thrasher will provide the City with the results of any testing or changes of its business continuity plan.

(p) Any other provision of this Agreement notwithstanding, the Operator will provide cleaning, maintenance, and repairs as follows: which shall be paid for by Operator as a part of the consideration of this agreement.

(1) Cleaning and maintenance, including janitorial services, will be provided so as to maintain the Repair Yard, Travel Lift, and Travel Lift operations (launch) in good, clean and sanitary condition, free from hazardous conditions and deterioration. This will include a minimum regularly scheduled cleaning and maintenance.

(2) Operator's routine cleaning and maintenance activities will include visual inspections in order to keep reasonably informed of the potential need for repair or replacement of City facilities and any potentially hazardous conditions on the premises.

(q) Security Services.

The operator will provide security services at least during the Marina's normal business hours. The operator will notify the City of any security issues that the operator



becomes aware of.

(r) Notices.

The operator will promptly forward to the City (i) all notices with respect to the Premises received from any governmental or quasi-governmental agency or authority, or (ii) those notices received from any person, party or entity, which notices, in operator's reasonable judgment, may have a material and adverse impact on the value or use of the premises.

(s) Quality of Personnel.

The operator warrants that the operator will provide competent, skillful personnel to fulfill contractor's obligations under this contract. At all times while on the premises, the operator's personnel will act courteously and in accordance with the highest professional standards; and will be well-groomed in appearance.

(t) Insurance Restrictions on Use.

The operator will not knowingly use or suffer the use of the Repair Yard, Travel Lift or Travel Lift operator area (launch) for any illegal or otherwise prohibited purposes or for purpose that: (i) could void or render voidable any policy of insurance held by the City or the operator; (ii) could prohibit the procurement of required insurance from companies acceptable to the City; (iii) could render uncollectible any loss insured under any insurance policy held by City or Operator; (iv) would materially reduce the value of the premises; or (v) would otherwise be in violation of any Legal Requirements as defined herein; and the operator will not commit or allow to be committed, any action under its control which will cause a violation of the terms or conditions thereof. The operator will use all reasonable efforts to secure full compliance by all tenants, guests, and invitees of the Repair Yard and Travel Lift and launch area with all such legal requirements and the Marina rules and regulations.

(u) Damage or Loss to the Operator's Property

The operator assumes all risk of damage or loss to its own property for any cause whatsoever, which will include any damage or loss that may occur to its merchandise, goods, or equipment, covered under this agreement, if lost, damaged or destroyed by fire, theft, rain, water or leaking of any pipes or wastewater in or about the premises, or from hurricane or any act of God, or any act of negligence of any user of the facilities, or occupants of the premises, or any person.

(v) Indemnification of the City by the Operator.

The operator will indemnify and hold harmless the City and the City's officers, representatives, employees, and other agents, of, from, and against all claims, damages, losses, expenses, and charges including but not limited to attorney's fees, arising out of or resulting from the work actions, services, or omissions under this Agreement, provided that the claim, damage, loss or expense is caused in whole or in part by any act or omission of the operator, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder except the operator will not have to indemnify and hold harmless the City if such claim, damage, loss and expense is the result of the sole negligence of the City or of anyone directly or indirectly employed by the City.

The operator's obligation to indemnify and hold the City harmless herein is independent of and not limited by the operator's obligation to obtain insurance required herein.

(w) Office Space in Harbor Master Building:

1. Subject to the terms and conditions set forth below, City shall provide to Operator during the term of this Agreement without breach or default of Operator, the use of an office space designated by the City within the City of Apalachicola Harbor Master Building, solely for use of Operator to conduct his/its administrative duties of this Agreement to the City of Apalachicola, and shall be allowed, in the sole discretion of the City, to bring in and install such technology and appliances as is requested and provided by Operator at his expense. Said office shall be open and utilized only during daily business hours from 8:00 A.M. to 6:00 P. M., Monday through Saturday, and shall not be used for overnight occupancy by Operator or anyone on his behalf or with or without his permission. This use of office space in the Harbor Master Building is solely at the discretion of the City and may be terminated at any time on written notice to Operator from or on behalf of the City. Operator shall not assign, allow, or authorize any person or entities to utilize or occupy the space permitted to Operator by City and Operator shall comply with all rules and requirements of the City. Operator shall keep the office space clean and shall maintain it in a neat and orderly fashion and shall not conduct activities or place items in the space that will increase the insurance risk or present a danger to the building or any other occupants or which violates the law or rules of the City.

2. It is understood and agreed by Michael Thrasher that other parts of the Harbor Master Building other than the office space designated to Michael Thrasher in connection with his operations under this lease, are reserved to and may be used by the City and/or other companies or individuals as allowed and permitted by the City and all such areas including restrooms, kitchen, parking areas, driveways, lobbies, waiting rooms, hallways, entrances and exits shall be subject to the exclusive control, administration and management of the City but Michael Thrasher shall be responsible to clean and maintain such parts of the building and/or premises that are utilized by him or his customers, guests or invitees. City shall have the right from time to time to change the area, level, location, amount and arrangement of such parking and other areas in, under and around such Harbor Master Building and to make and change all rules and regulations pertaining thereto for proper operation and maintenance.

3. Michael Thrasher shall deposit with the City a security deposit in the amount of \$500.00-<sup>NIA</sup> with the City in connection with this use of the Office Space designated to him. City may sue, <sup>LTD</sup> apply or retain all or any portion of the Security Deposit for the payment of any charge in <sup>INT</sup> default, or for the payment of any other sum to which City may become entitled by reason of Thrasher's default, or to compensate City for any loss or damage which City may suffer thereby. The parties expressly acknowledge and agree that the Security Deposit is not an advance payment of rent or additional rent, nor a measure of City's damages in the event of any default by Thrasher. If City so uses or applies all or any portion of the Security Deposit, Thrasher shall within ten (10) days after written demand therefor, deposit cash with City in an amount sufficient to restore the Security Deposit to the full amount stated above and Thrasher's failure to do so shall be a material breach of this Agreement. City shall not be required to keep the Security Deposit separate from its general accounts. If Thrasher performs all of Thrasher's obligations hereunder, the Security Deposit, or so much thereof as has not therefore been applied by City, shall be returned, without payment of interest for its use to Thrasher within ninety (90) days of the later of the last day of Thrasher's physical occupancy of the Office Space. No trust relationship is created here between City and Thrasher regarding the Security Deposit.

4. Michael Thrasher shall carry, provide and take out liability insurance to cover this use of the Office Space in said building and the presence of guests and invitees.

5. UTILITIES. City shall not be liable for any interruption, surge, stoppage, or any other failure of the quality of utilities serving the Premises whether caused by the negligence of City, its agents, employees, contractors or otherwise.

6. MAINTENANCE BY TENANT. It is the intention of all parties to this Lease that Thrasher shall pay all costs and expenses related to the Premises or Building Office Space, including without limitation, all taxes, maintenance and repair expenses. No recreational vehicles, boats, motors or other equipment shall be parked or stored outside the Building. It is the intent of this Agreement to prohibit any outside storage of any type.

7. MAINTENANCE BY CITY. City shall, at its sole cost and expense, maintain the roof, foundation and structural portions of the walls of the Building. Except as set forth in the preceding sentence, City shall have no maintenance obligation with respect to the Premises or Building Office Space.

8. INDEMNIFICATION. Thrasher, as a material part of the consideration to City, hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises or Building Office Space from any cause whatsoever except that which is caused by the gross negligence or willful misconduct of the City or its agents or any of them or City's breach of this Agreement. Thrasher hereby waives all of his Claims in respect thereof against City. The provisions of this section shall survive the expiration or termination of this Agreement with respect to any damage, injury, death, breach, claim or default occurring prior to such

expiration or termination.

9. **LIMITATION OF LIABILITY.** City shall not be liable to Thrasher or its partners, directors, officers, contractors, agents, employees, clients, customers, vendors, invitees, visitors, sublesses or licensees, etc., for any loss, injury or damage to Thrasher or to any person, or to its or their property, except to the extent such injury, damage or loss is caused by the gross negligence or willful misconduct of City in the operation or maintenance of the Land or Premises. Further, City shall not be liable (i) for any such damage or injury caused by other occupants or persons in, on or about the Land or Premises, (ii) for any loss or damage to person or property which is either covered by insurance or which Thrasher is required to insure under this Lease, or (iii) for indirect, consequential or punitive damages arising out of any loss of use of the Land or Premises or any equipment or facilities therein by Thrasher or any person claiming through or under Thrasher. Thrasher shall look to its property damage or business interruption insurance policies, and not to City for any loss incurred as a result of damage to its property or interruption of its business.

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

11. **ALTERATIONS BY THRASHER.** Thrasher shall not cut, drill into, disfigure, deface or injure any part of the Premises, nor obstruct or permit any obstruction, alteration, addition, or installation in the Premises without the prior written consent of City. All alterations, additions or installations, including but not limited to partitions, air conditioning ducts or equipment (except movable furniture and fixtures put in at the expense of Thrasher and removable without defacing or injuring the Building or the Premises), shall become the property of City at the expiration or any earlier termination of the Term. City, however, reserves the option to require Thrasher, at Thrasher's sole cost and expense, upon notice, to remove all fixtures, alterations, additions, decorations or installations (including those not removable without defacing or injuring the Premises) and to restore the Premises to the same condition as when originally leased to Tenant, reasonable wear and tear expected. All work performed by Thrasher shall be done: (a) in a good and workmanlike manner, (b) with materials of the quality and appearance comparable to those in the Building, (c) in compliance with all Governmental Requirements, and (d) by contractors or mechanics fully licensed by all applicable Governmental Authorities. Prior to the commencement of any work by or for Thrasher, Thrasher shall furnish to City certificates evidencing the existence of worker's compensation insurance covering all persons employed for such work and with respect to whom death or bodily injury claims could be asserted against City, Thrasher, or the Premises.

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

13. Contractor/Operator, Michael Thrasher, agrees to limit the charges to commercial fishermen and harvesters for Travel Lift Services to \$10.00 per foot and Repair Yard occupancy to \$10.00 per day for each vessel or boat and shall not exceed those charges without written approval by the City.

(5) Duties of City.

City shall provide access to all files, books and records of City relevant to the operating and maintenance of the Travel Lift and Repair Yard.

**Compensation for Travel Lift/ Marina Lift and Repair Yard Operation and Maintenance Under Independent Contract.**

The City as sole compensation and payment to Contractor/Operator, Michael Thrasher, under this contract, agrees to pay Michael Thrasher 75% of the monies collected (less applicable sales tax) by him (Apalachicola Marine) on behalf of the City in the operation of the Travel Lift and Repair Yard calculated by the City and to be paid by the City to Michael Thrasher within ten (10) business days after the first day of each month that this contract is in effect.

**5. Audit.**

Michael Thrasher shall retain all records relating to this contract for a period of at least three years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, City reserves the right to audit such records pursuant to City request.

**6. Public Emergencies.**

It is hereby made part of this contract that before, during and after a public emergency, disaster, hurricane, tornado, flood or other acts of God, that City shall require a "first priority" for goods and services of Operator. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety as determined by the City.

**7. City's Ownership of Improvements.**

During the term and upon the expiration of this Agreement, for any reason, all existing and any future installed fixtures, equipment, improvements and appurtenances attached to or built into the Repair Yard and Travel Lift or any other space or location owned by the City of Apalachicola in such a manner as to become part of the freehold whether or not by the expense of Michael Thrasher, shall become and remain a part of and be surrendered with the Repair Yard and Travel Lift, as City of Apalachicola property. Any furniture, furnishings, equipment or other articles of moveable personal property owned by Michael Thrasher and located on the Repair Yard and Travel Lift property or other space owned by City (as permitted and approved by City in writing) shall be and remain the property of Michael Thrasher, and may be removed by it at any time during the term of this Agreement so long as Michael Thrasher is not in default of any obligations under this Agreement and the same has not become part of the freehold and so long as such do not materially affect the ability to use such premises and conduct business operations as a Travel Lift and Repair Yard as provided herein.

**8. Hours of Operation.**

The Marina property will be required to operate five (5) days a week during those hours approved by the City which unless otherwise instructed in writing, is from 8:00 A. M. to 6:00 P. M., Monday through Saturday. Sufficient staff will be available to provide outstanding service. The City may require change in hours of operation if in the reasonable discretion of the City such a change is desirable for providing the best service to the public.

**9. Termination by the City.**

The Agreement to be terminated by the City upon the terms and conditions as set forth below, or otherwise stated in this Agreement.

**(a) Automatic Termination.**

The City may automatically terminate the Agreement, by providing written notice to Michael Thrasher, d/b/a Apalachicola Marine as set forth herein, upon the occurrence of the following:

(1) Institution of proceedings and voluntary bankruptcy or reorganization by Michael Thrasher, d/b/a Apalachicola Marine or the institution of proceedings and involuntary bankruptcy against Michael Thrasher, d/b/a Apalachicola Marine, if such proceedings continue for a period of more than ninety (90) days;

(2) Assignment Michael Thrasher, d/b/a Apalachicola Marine by for the benefit of creditors;

(3) Abandonment or discontinuation of operations for more than a forty-eight hour period, unless as permitted herein, without prior written approval from the City; and

(4) Discovery of any misstatement in Michael Thrasher, d/b/a Apalachicola

Marine representations and certifications leading to the award of this Agreement and award of the same or operations under it which in the determination of the City significantly affects Michael Thrasher's qualifications to perform under the this Agreement.

**(b) Termination after Fourteen (14) Days.**

The City may provide written notice of default and termination of the Agreement within fourteen (14) days, as set forth herein, for the reasons set forth below:

(1) Nonpayment of any sum or sums due hereunder after the due date for such payment provided; however, that such termination shall not be effective if Michael Thrasher makes the required payments during the fourteen (14) calendar day period following mailing of written notice.

(2) Notice of any condition imposing a threat to health or safety of public patrons and not remedied within the fourteen (14) calendar day period from receipt of written notice.

(3) A final determination in a court of law in favor of the City in litigation instituted by Michael Thrasher against the City or brought by the City against Michael Thrasher.

(4) Instances in which actions or omissions by Michael Thrasher represent a conflict of interest or is contrary to any local, state, or federal laws or the rules of operation as set forth by the City.

In the event that Michael Thrasher does not cure the breach, to the satisfaction of the City, within the fourteen (14) calendar days of the notice as set forth herein, then the Agreement shall be terminated at the discretion of the City upon written notice by the City.

**(c) Termination after Forty-five (45) Days.**

The City may provide written notice of termination of the Agreement within forty-five (45) days, for any reason at the discretion of the City without any imposition of fine, penalty or charge to the City and Michael thrasher shall have no further right hereunder and no right to claim damages or other relief.

**(d) Natural Disaster**

In the event that the City's marina is destroyed or significantly damaged by a natural disaster or Act of God, either Party may terminate this Agreement upon providing 30 days written notice as set forth herein.

**(e) Upon termination by either Party, or expiration of this Agreement, the Operator will:**

(i) Return all of the City's property to the City.

(ii) Remove all signs that the operator placed on the premises

indicating its management of the Marina, and fully restore any damage resulting from such removal; and

(iii) Promptly deliver notice of such termination to all tenants, guests, and invitees of the Marina, and therefore use its best efforts to cooperate with the City to accomplish an orderly transfer of management of the Marina to the City or to a new manager selected by the City. Operator will, after termination, make itself available to the City for period of 30 days after such termination or expiration to consult with or advise the City (or the manager selected by the City) regarding operation and maintenance of the premise.

#### Termination by Michael Thrasher, d/b/a Apalachicola Marine

Michael Thrasher shall have the right, upon forty-five (45) calendar days from receipt of written notice to the City by certified or registered mail, to the address specified in at paragraph (2)(h) above, to terminate this Agreement at any time after the occurrence of one or more of the following events:

(d) Issuance by any court of competent jurisdiction of any injunction, substantially restricting the use of the Travel Lift or Repair Yard.

(e) A breach by the City of any of the terms, covenants, or conditions contained in this Agreement and the failure of the City to remedy such breach for a period of ninety (90) calendar days after receipt of written notice sent by registered or certified mail return receipt requested from Michael Thrasher of the existence of such breach.

(f) The assumption by the U.S. Government or any authorized agency or any other governmental agencies the operation control or use of the Travel Lift or Repair Yard.

#### 10. Limiting Legislative or Judicial Action.

In the event that any municipal, county, state or federal body of competent jurisdiction passes any law, ordinance or regulation in any way restricting or prohibiting the use of the Travel Lift or Repair Yard for purposes of this Agreement, this Agreement may be terminated by Michael Thrasher pursuant to the "Termination by Michael Thrasher, d/b/a Apalachicola Marine" clause in the preceding paragraph above and will be null and void and unenforceable by any party to this Agreement and the City shall have no further liability under this Agreement. In the event that any court or legislative body of competent jurisdiction issues an injunction substantially restricting or prohibiting the use of the Marina for the purposes of this Agreement, which injunction stays in force for more than thirty (30) calendar days, this Agreement will be null and void and unenforceable by any party to this Agreement and the City shall have no further liability under this Agreement. If the City deems the Agreement null and void by function of this paragraph, the City will not be liable to Operator Michael Thrasher for damages arising therefrom and the City shall have no further liability under this Agreement.



**11. Nondiscrimination.**

Michael Thrasher does hereby for itself, its personal representatives, successors in interest and assigns as part of the consideration and agreement consideration hereof, covenant and agree that:

(g) No person on the grounds of race, color, religion, national origin, sexual orientation, and age, residency within or without the City or handicap shall be excluded from participating in or be denied the benefits of or be otherwise subjected to discrimination in the use of the Marina except for bona fide cause allowed by law.

(h) No person on the grounds of race, color, religion, national origin, sexual orientation, and age, residency within or without the City or handicap shall be excluded from participation in, be denied the benefits of or otherwise be subjected to discrimination, except for bona fide causes allowed by law.

(i) That Michael Thrasher shall use the premises in compliance with all other requirements imposed by or pursuant to Title 45, Code of Federal Regulations, Article 80, non-discrimination under programs receiving federal assistance through the City of health, education and welfare-effectuation of Title VI of the Civil Rights Act of 1964 and as such regulations may be amended that in the event a breach of any of the above non-discrimination covenants, the City shall have the right to terminate the Agreement and this Agreement shall be null and void. Michael Thrasher shall not discriminate against City employees or applicant for employment in the performance of the contract with respect to hiring tenure terms, conditions or privileges of employment because of age, sex, or physical handicap (except where based on a bona fide occupational qualification); or because of marital status, color, religion, national original or ancestry.

**12. Hurricane Preparedness.**

Michael Thrasher shall follow the City's emergency evacuation and hurricane plan.

**13. Termination of Agreement.**

Following the termination of this Agreement by either party within fifteen (15) calendar days, or earlier if determined by the City, Michael Thrasher shall forthwith remove all of its personal property not acquired by the City under the terms of the Agreement. Any personal property of Michael Thrasher not removed in accordance with this paragraph may be removed by the City for storage at the cost and expense of Michael Thrasher or shall constitute a gratuitous transfer of title thereof to the City for whatever disposition is deemed to be in the best interests of the City. The City shall not be liable to Michael Thrasher for safekeeping for Michael Thrasher's personal property during or after termination of this Agreement.

**14. Approvals.**

Except as otherwise provided, whenever approvals are required herein by either party, such approval shall not be unreasonably withheld.

**15. Rights Reserved to the City.**

All rights not specifically granted to Scipio Michael Thrasher, d/b/a Apalachicola Marine by this Agreement are reserved to the City, and the designation of any particular remedy for the City without prejudice to any other relief available in law or equity and all such relief is reserved to the City.

**16. Lien.**

The City shall have a lien upon all personal property of Michael Thrasher used or located at the Repair Yard/Travel Lift to secure the payment to the City of any unpaid money accruing to the City under the terms of this Agreement.

**17. Submerged Land Lease.**

Michael Thrasher agrees to operate the Repair Yard and Travel Lift areas in such a fashion as to not violate such submerged land lease or violate any laws, rules and regulations of City, State or Federal authorities.

**18. Compliance with City's Internal Control Processes.**

RESERVED

**19. Recycled Material.**

Michael Thrasher agrees to use recovered materials to the extent practical under the terms of this contract.

The City wishes to encourage Michael Thrasher to use recycled materials in fulfilling contractual obligations to the City and that such a policy will serve as a model for other public entities and private sector companies.

**.Infringement of Patent, Trademarks or Copyrights.**

Michael Thrasher also agrees to indemnify the City and hold it harmless from and against all claims, liability, loss, damages or expense including attorney fees, arising from or by reason of any actual or claimed trademark patent or copyright infringement or litigation based thereon with respect to the services or goods or any part thereof covered by this Agreement, and such obligations shall survive the term of this Agreement.

**20. Signage.**

Michael Thrasher shall not post or locate any signs or signage or notices without proper written approval of the City Administrator.

## **Condemnation.**

### **(j) Total Condemnation.**

If during the term of this Agreement or any extension or renewal of this Agreement, all of the Repair Yard and Travel Lift area is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or are sold to the condemning authority under threat of condemnation, this Agreement will terminate, and the payments will be abated during the unexpired portion of this Agreement effective as of the date the condemning authority takes the said Area.

### **(k) Partial Condemnation.**

If less than all, but more than ten percent (10%) of the Repair Yard and Travel Lift area is taken for any public or quasi-public use under any governmental law, ordinance, or regulation or by the right of eminent domain, or is sold to the condemning authority under threat of condemnation, either party may terminate the Agreement by giving written notice to the other party within sixty (60) days. If the said area is partly condemned and neither party elects to terminate this Agreement or if less than ten percent (10%) of the said area is condemned, this Agreement will not terminate, but the payments to be made will be adjusted equitably during the unexpired portion of this Agreement.

### **(l) Condemnation Award.**

The City will receive the entire award from any condemnation, and Michael Thrasher will have no claim to that award or for the value of any unexpired term of this Agreement.

## **21. Mechanic's Liens.**

Michael Thrasher will not permit any mechanic's lien or liens to be placed on the Repair Yard or Travel Lift or on improvements to it. If a mechanic's lien is filed Michael Thrasher will promptly pay it. If default in payment of the lien continues for ten (10) days after the City's written notice to Michael Thrasher, the City may, at its option, pay the lien or any, portion of it without inquiring into its validity. Any amounts the City pays to remove a mechanics lien caused by Michael Thrasher to be filed against the Repair Yard or Travel Lift premises or equipment, including expenses and interest, are due from Michael Thrasher to the City and must be repaid to the City immediately upon rendition of notice together with interest of twelve percent (12%) annually until fully paid.

The City's interest in the Repair Yard and Travel Lift area or equipment are not subject to mechanic's liens for improvements made, or contracted for, by Operator Michael Thrasher. Michael Thrasher must give written notification of this to all contractors making any improvements.

**22. Indemnity.**

**(m) Michael Thrasher, d/b/a Apalachicola Marine General Indemnity.**

City hereby agrees to indemnify Michael Thrasher for claims brought against Michael Thrasher only to the extent that they are found to result from the sole negligence of the City, its governing body, or its employees. This indemnification shall not be construed to be an indemnification for the acts, or omissions of third parties, independent contractors, or third party agents of the City. This indemnification shall not be construed as a waiver of the City's sovereign immunity, and shall be interpreted as limited to only such traditional liabilities for which the City could be liable under the common law interpreting the limited waiver of sovereign immunity. Any claims against the City must comply with the procedures found in §768.28, Florida Statutes. In order to comply with the requirements of §129.06, Florida Statutes, and Article VII, Section 10 of the Florida Constitution, the value of this indemnification is limited to the lesser of the amount payable by either party under the substantive provisions of this Agreement, or the limitations of §768.28, Florida Statutes. In addition, this indemnification shall be construed to limit recovery by the indemnified party against the City to only those damages caused by City's sole negligence, and specifically not include any attorneys' fees or costs associated therewith.

**(n) Environmental Indemnity.**

Michael Thrasher shall indemnify, defend, and hold harmless the City from and against all claims, liabilities, losses, damages, and costs, foreseen or unforeseen including without limitation counsel, engineering, or any other professional or expert fees, that the City may incur by reason of the negligence or intentional acts or omissions of Michael Thrasher or his agents, representatives or employees during the term of this Agreement as set forth herein. This section shall survive the expiration or earlier termination of this Agreement.

**23. Alternative Dispute Resolution.**

Michael Thrasher and the City agree that any controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be first subject to mediation by a mutually agreed upon mediator before any suit is filed. Furthermore, it is agreed as a part of the consideration of this Agreement that any lawsuit filed regarding or involving this Agreement or the enforcement or construction thereof shall be filed in the appropriate Court in and for Franklin County, Florida.

**24. Facilities.**

Michael Thrasher will maintain the premises in good order and in sanitary and safe condition and will provide Travel Lift and Repair yard services to the City for no charge.

IN WITNESS WHEREOF, the parties hereby have executed this Marina Management Agreement this 16 day of August, 2016.

CITY: V. W. J.  
MAYOR, CITY OF APALACHICOLA

By: Lee Mathas  
Name: Lee Mathas  
Title: City Administrator

Attest: Shellee Paul  
Name: Shellee Paul  
Title: City Clerk - Deputy Clerk

MICHAEL THRASHER, Individually and  
d/b/a Apalachicola Marine, a/k/a Apalachicola  
Marine Sales and Service

By: [Signature]  
Its: Owner



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

**SUBJECT:** Offer for City property / James Frost

**AGENDA INFORMATION:**

**Agenda Location:** New Business  
**Item Number:** D  
**Presenter:** Mayor Begos

**BRIEF SUMMARY:**

James Frost seeks to buy a City-owned lot near the Cemetery, and has offered \$995. Attorney Banks had estimated a price of \$5000 for the lot, but there is a difference of opinion as to whether it is actually a buildable lot.

**FUNDING SOURCE:** n/a

**ATTACHMENTS:** Offer sheet and map.

**STAFF'S COMMENTS AND RECOMMENDATIONS:**

# LETTER OF OFFER

I/We, James Wesley Frost

Phone Number: 850-544-7703 Mobile: 850-544-7703 Email: apalachiceco@gmail.com

hereby wish to make the following offer to purchase the property known as  
BL D-1 Lot 1 Cottage Hill Parcel ID: 01-09S-08W-8340-00DI-0010  
*(address of the purchase property)*

on the following terms and conditions;

Purchase Price \$ \$995.00

Deposit \$ \_\_\_\_\_ payable on expiration of cooling off period

Settlement Date 4/3/20

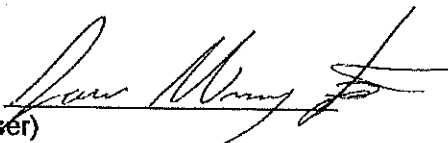
Subject to Finance:  Yes  No *(tick one)*

Lender (Bank): N/A Amount to be borrowed: \$ \_\_\_\_\_

Interest rate not to exceed: \_\_\_\_\_ % per annum. Term of loan not to exceed: \_\_\_\_\_ Years  
*(if subject to finance please allow up to 4 weeks from the contract date for unconditional finance approval)*

Other Conditions – *(e.g. specific items to be included in sale, building inspection, etc.)*

I understand this is a letter of offer and not a Contract. This offer is valid until midnight the 3 (Day) of  
APRIL (Month) 2020 (Year) and will lapse if not accepted by the Vendor by this  
time. Should this be accepted by the Vendor it shall be formalised in a Contract to be prepared by

Signed :   
(Purchaser)

Signed : \_\_\_\_\_  
(Purchaser)

Date: 2/3/20

Date: \_\_\_\_\_

*"This is not a contract of sale document. Both the Purchaser and Vendor must sign a contract of sale document before this offer becomes legally binding. An offer may be withdrawn at any time before signing a contract of sale document. Contract of sale may also be subject to a 2 day cooling-off period (exercisable by the Purchaser) under section 5 of the Land and Business (Sale and Conveyancing) Act 1994."*





01-095-08W-8340-00DI-0010  
CITY OF APALACHICOLA  
COTTAGE HILL  
Value \$495  
[View Record](#) | [Go to My Account](#) | [Know Us](#)

Parcel ID 01 095 08W 8340 00DI 0010  
Sec/Twp/Rng 1-95-8W  
Property Address COTTAGE HILL  
District  
Brief Tax Description

3  
BLD-1 LOT 1  
[Note: Not to be used on legal documents]

Alternate ID 08W09501834000DI0010  
Class MUNICIPAL  
Acreage n/a

Owner Address CITY OF APALACHICOLA  
BOX 10  
APALACHICOLA, FL 32320