

**REGULAR MEETING
CITY COMMISSION
CITY OF APALACHICOLA, FLORIDA
TUESDAY, JUNE 2, 2020 – 3:00 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. Presentation
 - A. Trina Vielhauer, DEP Director of Water Restoration Assistance (Revolving Loan Program)
 - B. Gary Williams, Florida Rural Water Association
- IV. Mayor's and Commissioners Reports and Communications
 - Commissioners and Sunshine Law
 - Commissioner/Department Roles
 - DEP Consent Order
 - Rescind Resolution 2020-08 – Temporary Halt to all Water and Sewer Bill Late Fees and Disconnect Fees
- V. City Manager Communications
 - Splash Pad Re-Opening
 - Library – Partial Re-Opening – History, Culture and Arts Building (HCA)
 - Mr. Copeland – Request for Assistance on \$2000 Water Bill
 - Budget Workshop Dates – June 4, June 18, and July 2, 2020
 - Dog Park Re-Location Discussion
- VI. Attorney Kristy Branch Banks Communication
- VII. Public Comment

The public is invited to speak on any agenda, non-agenda and/or consent agenda topics. Comments should be less than “five” minutes.
- VIII. Consent Agenda
 - A. Meeting Minutes Adoption
 - **Suggested Motion:** To Adopt the May 5, 2020 Regular Meeting, May 8, 2020 Special Meeting, May 19, 2020 Special Meeting Minutes.
 - B. Public Works – Stop Sign/Street Sign Removal and Replacement Installation
 - **Suggested Motion:** To Request Approval for Jason White Construction to Remove and Install Replacement Stop/Street Signs, in the amount of \$19,775.00.

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.

IX. Unfinished Business

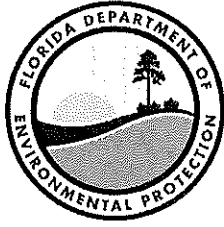
- A. Head Start – Tim Center, Capital Area Community Action
- **Suggested Motion:** To request Attorney Banks to negotiate a Lease and present it at the July meeting.
- B. Sidewalk Ordinance Update
- **Suggested Motion:** To update Ordinance No 2017-03 by adding this sentence at the end of Section 7.1:
 - Stages for musical performance or entertainment are not allowed under this Ordinance, and nothing in this Ordinance allows musical performance or entertainment.
- C. Nuisance/Noise Ordinance Discussion
- **Suggested Motion:** To schedule a Public Workshop on Nuisance Ordinance 2015-01.

X. New Business

- A. Mill Pond Piling Bids
- **Suggested Motion:** To Award a Contract to set and remove pilings.
- B. Social Media Policy
- **Suggested Motion:** To Approve the Social Media Policy and update as needed.
- C. Interim Library Director
- **Suggested Motion:** To Approve Caroline Kienzle as the Interim Library Director.
- D. Farmer's Market Manager
- **Suggested Motion:** To Approve Rose Griffin as the Farmer's Market Director.
- E. Removal of former Mayor Johnson's name from City Property
- **Suggested Motion:** To remove Former Mayor Van Johnson's Name from all public properties.

XI. Adjournment

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



FLORIDA DEPARTMENT OF Environmental Protection

Northwest District
160 W. Government Street, Suite 308
Pensacola, Florida 32502

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

May 22, 2020

Honorable Kevin Begos, Mayor
City of Apalachicola
#1 Avenue E
Apalachicola, Florida 32320
kbegos@cityofapalachicola.com

Re: Revised Second Amended Proposed Consent Order; DEP vs. City of Apalachicola; Apalachicola Water System; PWS ID No. 1190150; OGC File No. 11-1557C; Franklin County

Dear Mayor Begos:

Enclosed is the revised second amended proposed Consent Order, which addresses issues related to the subject facility. Please review the document, and if acceptable, sign and return it within 14 days for final execution. A copy of the executed Consent Order will be forwarded to you for your records. If the document is not acceptable, please contact the Department regarding your objections within 14 days of your receipt of the document.

Your cooperation in resolving this matter is greatly appreciated. If you have any questions, please contact Dana Vestal at 850-595-0659 or by e-mail at Dana.Vestal@floridadep.gov.

Sincerely,

A handwritten signature in cursive script that reads "Elizabeth Mullins Orr".

Elizabeth Mullins Orr
Interim Director

EMO / dv

Enclosure: Revised Second Amended Proposed Consent Order and Exhibits

cc: Ron Nalley, City of Apalachicola (rnalley@cityofapalachicola.com)
Robert Graham, City of Apalachicola (robertgraham@cityofapalachicola.com)

BEFORE THE STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

| | | |
|-----------------------------|---|-----------------------|
| STATE OF FLORIDA DEPARTMENT |) | IN THE OFFICE OF THE |
| OF ENVIRONMENTAL PROTECTION |) | NORTHWEST DISTRICT |
| |) | |
| v. |) | OGC FILE NO. 11-1557C |
| |) | |
| CITY OF APALACHICOLA |) | |
| _____ |) | |

SECOND AMENDED CONSENT ORDER

This Second Amended Consent Order ("Second Amended Order") is entered into between the State of Florida Department of Environmental Protection ("Department") and the City of Apalachicola ("Respondent") to reach settlement of certain matters at issue between the Department and Respondent. This Amended Order replaces and supersedes the Original Consent Order ("Original Order") entered into by the Department and the Respondent on March 28, 2012, and later amendment on July 30, 2013 ("Amended Order").

The Department finds and Respondent admits the following:

1. The Department is the administrative agency of the State of Florida having the power and duty to protect Florida's water resources and to administer and enforce the provisions of the Florida Safe Drinking Water Act, Sections 403.850, et seq., Florida Statutes ("F.S."), and the rules promulgated and authorized in Title 62, Florida Administrative Code ("F.A.C."). The Department has jurisdiction over the matters addressed in this Second Amended Order.
2. Respondent is a person within the meaning of Section 403.852(5), F.S.
3. Respondent is the owner and operator of a community public water system, PWS No. 1190150, located at #1 Avenue E, Apalachicola, in Franklin County, Florida 32320 ("System").
4. The Department finds that Respondent is in violation of Rule 62-550.310(3), F.A.C, which establishes the maximum contaminant level ("MCL") for total trihalomethanes ("TTHMs") as 0.080 milligrams per liter ("mg/L") as a locational running

annual average ("LRAA"). Quarterly sampling events conducted from the fourth quarter 2013 through the first quarter 2020 resulted in 35 exceedances of the MCL for TTHMs. See Exhibit I for the full list of violations for the System since the Amended Order was executed. Further corrective actions are still needed to address these recurring MCL exceedances.

Having reached a resolution of the matter Respondent and the Department mutually agree and it is

ORDERED:

5. Respondent shall comply with the following corrective actions within the stated time periods:

a) **Within 30 days of the effective date of this Second Amended Order,** develop an updated written plan to increase systemwide flushing, including all flushing locations and maps for review and approval by the Department.

b) **Within 60 days of the effective date of this Second Amended Order,** Respondent shall implement the approved flushing plan referenced in subparagraph a), above.

c) **Within 90 days of the effective date of this Second Amended Order,** Respondent shall initiate monthly sampling for TTHMs in accordance with Rule 62-550.514(2), F.A.C., starting with commencement of the pilot study, Respondent shall submit all sampling results to the Department within 10 days following the end of the month in which the samples were taken or within 10 days following Respondent's receipt of the results, whichever is sooner.

d) Permit hydrogen peroxide treatment permanently, if results of the pilot study, as approved by the Department on March 20, 2020, are sufficient to show a substantial reduction in TTHM levels in the monthly sampling results due within 30 days of the conclusion of the pilot study. See the approval at the link below.

[https://depedsms.dep.state.fl.us:443/Oculus/servlet/shell?command=getEntity&\[guid=32.1202515.1\]&\[profile=Permitting_Authorization](https://depedsms.dep.state.fl.us:443/Oculus/servlet/shell?command=getEntity&[guid=32.1202515.1]&[profile=Permitting_Authorization)

e) If, within 180 days of the effective date of this Second Amended Order, increased flushing and hydrogen peroxide addition to the System is not effective in lowering the facility's TTHMs sampling results below the MCL, then the facility shall install additional treatment to the System **within 30 months following the effective date of this Second Amended Order**. The required permit application for this change to the System must be submitted within 194 days following the effective date of this Second Amended Order. The application must be made complete within 208 days of the effective date of this Second Amended Order.

f) **Within 33 months of the effective date of this Second Amended Order**, Respondent shall complete all corrective actions necessary to resolve the MCL exceedances described above. If the Department issues a permit pursuant to subparagraphs 5.e), above, within 30 days of the completion of construction Respondent shall submit a Certification of Completion, prepared and sealed by a professional engineer registered in the State of Florida. Respondent shall receive written Department clearance prior to placing the permitted system modifications into service. If a permit is not required to implement the corrective actions required by this paragraph, and none is issued by the Department pursuant to this Second Amended Order, within 33 months of the effective date of this Second Amended Order, Respondent shall submit to the Department a written statement attesting to the completion of all required actions.

g) Respondent shall continue to issue public notices regarding the MCL violation(s) described above every 90 days, as required by Rule 62-560.410(1), F.A.C., until the Department determines that the System is in compliance with all MCLs. Respondent shall submit certification of delivery of public notices, using DEP Form 62-555.900(22), F.A.C. to the Department within 10 days of issuing each public notice.

h) Respondent shall submit written quarterly updates on the status of the corrective actions contained in this Second Amended Order ("Quarterly Reports"). Quarterly Reports shall include a summary of the monthly sampling data, a summary of the flushing performed, a summary of the hydrogen peroxide treatment, as well as any

activities completed in the calendar quarter, and a projection of the plans for the next quarter activities. Updates shall be submitted to the Department within 10 days following the end of each calendar quarter until the modifications are complete and cleared for service.

6. **Within 30 days of the effective date of this Second Amended Order,** Respondent shall submit a written estimate of the total cost of the corrective actions required by this Second Amended Order to the Department. The written estimate shall identify the information the Respondent relied upon to provide the estimate.

7. **Within 90 days of the effective date of this Second Amended Order,** Respondent shall pay the Department \$63,400.00 for stipulated penalties assessed under paragraph 12 of the First Amended Order, for failure to comply with paragraph 10.f) for the completion of permitted modifications. This amount is calculated for 634 days from June 5, 2018 until February 29, 2020. Also due within 90 days of the effective date of this Second Amended Order is \$1,000.00 for costs and expenses incurred by the Department during the investigation of this matter and the preparation and tracking of this Second Amended Order.

8. In lieu of making cash payment of the amounts required as set forth in paragraphs 7 above, Respondent may elect to off-set this amount by implementing an in-kind penalty project, which must be approved by the Department. An in-kind project must be either an environmental enhancement, environmental restoration or a capital/facility improvement project. The Department may also consider the donation of environmentally sensitive land as an in-kind project. The value of the in-kind penalty project shall be one and a half times the civil penalty off-set amount, which in this case is equivalent of at least \$95,100.00. Please refer to the link below to review in-kind project requirement contained in DEP Directive 923. If Respondent chooses to implement an in-kind project, Respondent shall notify the Department of its election by e-mail to Dana Vestal, Environmental Manager, Compliance Assurance Program - Potable Water Section, Department of Environmental Protection at Dana.Vestal@floridadep.gov and copy the

program's shared e-mail box at NWDPWS@dep.state.fl.us or certified mail within 15 days of the effective date of this Order. Notwithstanding the election to implement an in-kind project, payment of the remaining \$1,000.00 in costs must be paid within 90 days of the effective date of this Order.

DEP Directive 923:

https://floridadep.gov/sites/default/files/dep_923_civil_penalty_directive.pdf

9. In the event Respondent elects to off-set stipulated penalties, by implementing an in-kind penalty project which is approved by the Department, during the period that this Second Amended Order remains in effect or during the effective date(s) of any Department issued Permit to Respondent, whichever is longer, Respondent shall not transfer or use funds obtained by the Respondent from the collection of water rates for any purpose not related to the management, administration, operation, or maintenance of the System or to any capital improvement needs of the System (herein, Prohibited Transfer). Respondent shall annually submit a certification to the Department utilizing the Certification Form in Exhibit II to this Second Amended Order regarding the status of Prohibited Transfers. In the event of any Prohibited Transfer, the In-Kind project option shall be forfeited, and the entire civil penalty shall immediately become due and owing to the Department irrespective of any expenditures by the Respondent in furtherance of the In-Kind project.

10. If Respondent elects to implement an in-kind project as provided in paragraph 8 to off-set civil penalties assessed in paragraph 7, then Respondent shall comply with all the requirements and time frames in Exhibit III entitled In-Kind Projects.

11. Respondent agrees to pay the Department stipulated penalties in the amount of \$500.00 per day for each and every day Respondent fails to timely comply with any of the requirements of paragraph(s) 5, 7, 8, 9, 25, and Exhibit III of this Second Amended Order. The Department may demand stipulated penalties at any time after violations occur. Respondent shall pay stipulated penalties owed within 30 days of the Department's issuance of written demand for payment, and shall do so as further described in paragraph

12, below. Nothing in this paragraph shall prevent the Department from filing suit to specifically enforce any terms of this Second Amended Order. Any stipulated penalties assessed under this paragraph shall be in addition to the civil penalties agreed to in paragraph 7 of this Second Amended Order.

12. Respondent shall make all payments required by this Second Amended Order by cashier's check, money order or on-line payment. Cashier's check or money order shall be made payable to the "Department of Environmental Protection" and shall include both the OGC number assigned to this Second Amended Order and the notation "Water Quality Assurance Trust Fund." Online payments by e-check can be made by going to the DEP Business Portal at: <http://www.fldepportal.com/go/pay/>. It will take a number of days after this order becomes final, effective and filed with the Clerk of the Department before ability to make online payment is available.

13. Except as otherwise provided, all submittals and payments required by this Second Amended Order shall be sent to electronically by e-mail to Dana Vestal, Environmental Manager, Compliance Assurance Program - Potable Water Section, Department of Environmental Protection at Dana.Vestal@floridadep.gov and copy the program's shared e-mail box at NWDPWS@dep.state.fl.us.

14. Respondent shall allow all authorized representatives of the Department access to the Facility and the Property at reasonable times for the purpose of determining compliance with the terms of this Second Amended Order and the rules and statutes administered by the Department.

15. In the event of a sale or conveyance of the Facility or of the Property upon which the Facility is located, if all of the requirements of this Second Amended Order have not been fully satisfied, Respondent shall, at least 30 days prior to the sale or conveyance of the Facility or Property, (a) notify the Department of such sale or conveyance, (b) provide the name and address of the purchaser, operator, or person(s) in control of the Facility, and (c) provide a copy of this Second Amended Order with all attachments to the

purchaser, operator, or person(s) in control of the Facility. The sale or conveyance of the Facility or the Property does not relieve Respondent of the obligations imposed in this Second Amended Order.

16. If any event, including administrative or judicial challenges by third parties unrelated to Respondent, occurs which causes delay or the reasonable likelihood of delay in complying with the requirements of this Second Amended Order, Respondent shall have the burden of proving the delay was or will be caused by circumstances beyond the reasonable control of Respondent and could not have been or cannot be overcome by Respondent's due diligence. Neither economic circumstances nor the failure of a contractor, subcontractor, materialman, or other agent (collectively referred to as "contractor") to whom responsibility for performance is delegated to meet contractually imposed deadlines shall be considered circumstances beyond the control of Respondent (unless the cause of the contractor's late performance was also beyond the contractor's control). Upon occurrence of an event causing delay, or upon becoming aware of a potential for delay, Respondent shall notify the Department by the next working day and shall, within seven calendar days notify the Department in writing of (a) the anticipated length and cause of the delay, (b) the measures taken or to be taken to prevent or minimize the delay, and (c) the timetable by which Respondent intends to implement these measures. If the parties can agree that the delay or anticipated delay has been or will be caused by circumstances beyond the reasonable control of Respondent, the time for performance hereunder shall be extended. The agreement to extend compliance must identify the provision or provisions extended, the new compliance date or dates, and the additional measures Respondent must take to avoid or minimize the delay, if any. Failure of Respondent to comply with the notice requirements of this paragraph in a timely manner constitutes a waiver of Respondent's right to request an extension of time for compliance for those circumstances.

17. The Department, for and in consideration of the complete and timely performance by Respondent of all the obligations agreed to in this Second Amended

Order, hereby conditionally waives its right to seek judicial imposition of damages or civil penalties for the violations described above up to the date of the filing of this Second Amended Order. This waiver is conditioned upon Respondent's complete compliance with all of the terms of this Second Amended Order.

18. This Second Amended Order is a settlement of the Department's civil and administrative authority arising under Florida law to resolve the matters addressed herein. This Second Amended Order is not a settlement of any criminal liabilities which may arise under Florida law, nor is it a settlement of any violation which may be prosecuted criminally or civilly under federal law. Entry of this Second Amended Order does not relieve Respondent of the need to comply with applicable federal, state, or local laws, rules, or ordinances.

19. The Department hereby expressly reserves the right to initiate appropriate legal action to address any violations of statutes or rules administered by the Department that are not specifically resolved by this Second Amended Order.

20. Respondent is fully aware that a violation of the terms of this Second Amended Order may subject Respondent to judicial imposition of damages, civil penalties up to \$5,000.00 per day per violation, and criminal penalties.

21. Respondent acknowledges and waives its right to an administrative hearing pursuant to sections 120.569 and 120.57, F.S., on the terms of this Second Amended Order. Respondent also acknowledges and waives its right to appeal the terms of this Second Amended Order pursuant to section 120.68, F.S.

22. Electronic signatures or other versions of the parties' signatures, such as .pdf or facsimile, shall be valid and have the same force and effect as originals. No modifications of the terms of this Second Amended Order will be effective until reduced to writing, executed by both Respondent and the Department, and filed with the clerk of the Department.

23. The terms and conditions set forth in this Second Amended Order may be enforced in a court of competent jurisdiction pursuant to sections 120.69 and 403.121, F.S.

Failure to comply with the terms of this Second Amended Order constitutes a violation of section 403.161(1)(b), F.S.

24. This Amended Consent Order is a final order of the Department pursuant to section 120.52(7), F.S., and it is final and effective on the date filed with the Clerk of the Department unless a Petition for Administrative Hearing is filed in accordance with Chapter 120, F.S. Upon the timely filing of a petition, this Amended Consent Order will not be effective until further order of the Department.

25. Respondent shall publish the following notice in a newspaper of daily circulation in Franklin County, Florida. The notice shall be published one time only within 15 days of the effective date of the Second Amended Order. Respondent shall provide a certified copy of the published notice to the Department within 10 days of publication.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
NOTICE OF SECOND AMENDED CONSENT ORDER

The Department of Environmental Protection ("Department") gives notice of agency action of entering into an Amended Consent Order with THE CITY OF APALACHICOLA pursuant to section 120.57(4), Florida Statutes. The Amended Consent Order addresses the total trihalomethane maximum contaminant level exceedances at the City of Apalachicola's water system located at #1 Avenue E, Apalachicola, Florida 32320. The Amended Consent Order is available for public inspection during normal business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, except legal holidays, at the Department of Environmental Protection, Northwest District, 160 West Government Street, Suite 308, Pensacola, Florida 32502.

Persons who are not parties to this Amended Consent Order, but whose substantial interests are affected by it, have a right to petition for an administrative hearing under sections 120.569 and 120.57, Florida Statutes. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition concerning this Amended Consent Order means that the Department's final action may be different from the position it has taken in the Amended Consent Order.

The petition for administrative hearing must contain all of the following information:

- a) The OGC Number assigned to this Amended Consent Order;
- b) The name, address, and telephone number of each petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding;
- c) An explanation of how the petitioner's substantial interests will be affected by the Amended Consent Order;
- d) A statement of when and how the petitioner received notice of the Amended Consent Order;
- e) Either a statement of all material facts disputed by the petitioner or a statement that the petitioner does not dispute any material facts;
- f) A statement of the specific facts the petitioner contends warrant reversal or modification of the Amended Consent Order;
- g) A statement of the rules or statutes the petitioner contends require reversal or modification of the Amended Consent Order; and
- h) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the Department to take with respect to the Amended Consent Order.

The petition must be filed (received) by the close of business at the Department's Office of General Counsel, 3900 Commonwealth Boulevard, MS# 35, Tallahassee, Florida 32399-3000 within 21 days of receipt of this notice. A copy of the petition must also be mailed at the time of filing to the District Office at Northwest District, 160 West Government Street, Suite 308, Pensacola, Florida 32502. Failure to file a petition within the 21-day period constitutes a person's waiver of the right to request an administrative hearing and to participate as a party to this proceeding under sections 120.569 and 120.57,

Florida Statutes. Before the deadline for filing a petition, a person whose substantial interests are affected by this Amended Consent Order may choose to pursue mediation as an alternative remedy under section 120.573, Florida Statutes. Choosing mediation will not adversely affect such person's right to request an administrative hearing if mediation does not result in a settlement. Additional information about mediation is provided in section 120.573, Florida Statutes and Rule 62-110.106(12), Florida Administrative Code.

26. Rules referenced in this Second Amended Order are available at <http://www.dep.state.fl.us/legal/Rules/rulelist.htm>

FOR THE RESPONDENT:

Kevin Begos
Mayor

Date

DONE AND ORDERED this _____ day of _____, 20____, in _____,
Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION

Elizabeth Mullins Orr
Interim Director
Northwest District

Filed, on this date, pursuant to section 120.52, F.S., with the designated Department Clerk,
receipt of which is hereby acknowledged.

Clerk

Date

Copies furnished to:

Lea Crandall, Agency Clerk
Mail Station 35

Exhibit II

Annual Certification Form

My name is _____ (print or type name of senior management official) and do hereby testify under penalty of law that:

A. I am a person with management responsibilities for the City of Apalachicola's budget and finances. During the 12-month period immediately preceding the notary date on this Certification, there has not been any transfer or use of funds obtained by the City of Apalachicola from the collection of water rates for any purpose not related to the management, operation, or maintenance of the System or to any capital improvement needs of the System.

B. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowingly submitting false information in this certification.

Sworn to and subscribed before me on _____ 20__ by

Personally, known or by Production of the following Identification _____

Notary Public, State of Florida

Printed/typed or stamped name:

My Commission Expires: _____

Commission/Serial No.: _____

Exhibit III

In-Kind Projects

I. Introduction

Proposal

a. Within 60 days of the effective date of this Order, or, of the Department's notification that applying stipulated penalties to an in-kind project is acceptable, Respondent shall submit, by e-mail or certified mail, a detailed in-kind project proposal to the Department for evaluation. The proposal shall include a summary of benefits, proposed schedule for implementation and documentation of the estimated costs which are expected to be incurred to complete the project. These costs shall not include those incurred in developing the proposal or obtaining approval from the Department for the in-kind project.

Proposal Certification Form

b. The proposal shall also include a Certification by notarized affidavit from a senior management official for Respondent who shall testify as follows:

My name is _____ (print or type name of senior management official) and do hereby testify under penalty of law that:

A. I am a person with management responsibilities for the City of Apalachicola's budget and finances. During the six month period prior to the effective date of Consent Order OGC Case No.: 11-1557, there has not been any transfer or use of funds obtained by the City of Apalachicola from the collection of water rates for any purpose not related to the management, operation, or maintenance of the System or to any capital improvement needs of the System.

B. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowingly submitting false information in this certification.

Sworn to and subscribed before me on _____20____ by

Personally, known or by Production of the following Identification

Notary Public, State of Florida

Printed/typed or stamped name:

My Commission Expires: _____

Commission/Serial No.: _____

c. If the Department requests additional information or clarification due to a partially incomplete in-kind project proposal or requests modifications due to deficiencies with Department guidelines, Respondent shall submit, by certified mail, all requested additional information, clarification, and modifications within 15 days of receipts of written notice.

d. If upon review of the in-kind project proposal, the Department determines that the project cannot be accepted due to a substantially incomplete proposal or due to substantial deficiencies with minimum Department guidelines; Respondent shall be notified, in writing, of the reason(s) which prevent the acceptance of the proposal. Respondent shall correct and redress all of the matters at issue and submit, by certified mail, a new proposal within 30 days of receipt of written notice. In the event that the

revised proposal is not approved by the Department, Respondent shall make cash payment of the civil penalties as set forth in paragraph 7 above, within 30 days of Department notice.

e. Within 120 days of the effective date of this Order, or, of the Department's notification that applying stipulated penalties to an in-kind project is acceptable, Respondent shall obtain approval for an in-kind project from the Department. If an in-kind project proposal is not approved by the Department within 120 days of the effective date of this Consent Order, or, of the Department's notification that applying stipulated penalties to an in-kind project is acceptable then Respondent shall make cash payment of the assessed stipulated penalties as set forth in paragraph 7 above, within 30 days of Department notice.

f. Within 180 days of obtaining Department approval for the in-kind proposal or in accordance with the approved schedule submitted pursuant to paragraph I(a) above, Respondent shall complete the entire in-kind project.

g. During the implementation of the in-kind project, Respondent shall place appropriate sign(s) at the project site indicating that Respondent's involvement with the project is the result of a Department enforcement action. Respondent may remove the sign(s) after the project has been completed. However, after the project has been completed Respondent shall not post any sign(s) at the site indicating that the reason for the project was anything other than a Department enforcement action.

h. In the event, Respondent fails to timely submit any requested information to the Department, fails to complete implementation of the in-kind project or otherwise fails to comply with any provision of this paragraph, the in-kind penalty project option shall be forfeited and the entire amount of civil penalties shall be due from the Respondent to the Department within 30 days of Department notice. If the in-kind penalty project is terminated and Respondent timely remits the \$63,400.00 assessed stipulated penalties in paragraph 7, no additional penalties shall be assessed under paragraph 11 for failure to complete the requirement of this paragraph.

i. Within 15 days of completing the in-kind project, Respondent shall notify the

Department, by certified mail, of the project completion and request a verification letter from the Department. Respondent shall submit supporting information verifying that the project was completed in accordance with the approved proposal and documentation showing the actual costs incurred to complete the project. These costs shall not include those incurred in developing the proposal or obtaining approval from the Department for the project.

j. If upon review of the notification of completion, the Department determines that the project cannot be accepted due to a substantially incomplete notification of completion or due to substantial deviations from the approved in-kind project; Respondent shall be notified, in writing, of the reason(s) which prevent the acceptance of the project. Respondent shall correct and redress all of the matters at issue and submit, by certified mail, a new notification of completion within 15 days of receipt of the Department's notice. If upon review of the new submittal, the Department determines that the in-kind project is still incomplete or not in accordance with the approved proposal, the in-kind penalty project option shall be forfeited, and the entire amount of civil penalty shall be due from the Respondent to the Department within 30 days of Department notice. If the in-kind penalty project is terminated and Respondent timely remits the \$63,400.00, assessed stipulated penalties, no additional penalties shall be assessed under paragraph 11 for failure to complete the requirements of this paragraph.

Exhibit I

| CONTAM DESC | SM TY | RESULT | UOM | MCL | SAMPLE DATE | LOC | MDL | REMARKS | Quarterly Average | LRAA |
|-------------|-------|--------|------|---------|-------------|-----|-----|------------------|-------------------|-----------|
| TOTAL THMS | D | 94.5 | UG/L | 80.4999 | 10/16/2013 | L1 | 0.5 | 638 BAY CITY RD. | 94.5 | |
| TOTAL THMS | D | 78.9 | UG/L | 80.4999 | 1/15/2014 | L1 | 0.5 | BAY CITY LODGE | 78.9 | |
| TOTAL THMS | D | 81 | UG/L | 80.4999 | 4/15/2014 | L1 | 0.5 | BAY CITY LODGE | 81 | |
| TOTAL THMS | D | 94 | UG/L | 80.4999 | 7/15/2014 | L1 | 0.5 | BAY CITY LODGE | | |
| TOTAL THMS | D | 82 | UG/L | 80.4999 | 8/13/2014 | L1 | 0.5 | BAY CITY LODGE | | |
| TOTAL THMS | D | 88.7 | UG/L | 80.4999 | 9/30/2014 | L1 | 0.5 | BAY CITY LODGE | 88.23333333 | 85.658333 |
| TOTAL THMS | D | 75.7 | UG/L | 80.4999 | 10/15/2014 | L1 | 0.5 | BAY CITY LODGE | 75.7 | 80.958333 |
| TOTAL THMS | D | 117.2 | UG/L | 80.4999 | 1/21/2015 | L1 | 0.5 | BAY CITY LODGE | | |
| TOTAL THMS | D | 73.1 | UG/L | 80.4999 | 2/18/2015 | L1 | 0.5 | BAY CITY LODGE | | |
| TOTAL THMS | D | 78.4 | UG/L | 80.4999 | 3/17/2015 | L1 | 0.2 | BAY CITY LODGE | | |
| TOTAL THMS | D | 64.5 | UG/L | 80.4999 | 3/25/2015 | L1 | 0.2 | BAY CITY LODGE | 83.3 | 82.058333 |
| TOTAL THMS | D | 103 | UG/L | 80.4999 | 4/21/2015 | L1 | 0.2 | BAY CITY LODGE | | |
| TOTAL THMS | D | 83.7 | UG/L | 80.4999 | 6/11/2015 | L1 | 0.2 | BAY CITY LODGE | | |
| TOTAL THMS | D | 92 | UG/L | 80.4999 | 6/25/2015 | L1 | 0.2 | BAY CITY LODGE | 92.9 | 85.033333 |
| TOTAL THMS | D | 90 | UG/L | 80.4999 | 7/16/2015 | L1 | 0.2 | BAY CITY LODGE | | |
| TOTAL THMS | D | 83.4 | UG/L | 80.4999 | 9/10/2015 | L1 | 0.2 | BAY CITY LODGE | | |
| TOTAL THMS | D | 84 | UG/L | 80.4999 | 9/16/2015 | L1 | 0.2 | BAY CITY LODGE | 85.8 | 84.425 |
| TOTAL THMS | D | 85 | UG/L | 80.4999 | 10/20/2015 | L1 | 0.2 | BAY CITY LODGE | 85 | 86.75 |
| TOTAL THMS | D | 115.8 | UG/L | 80.4999 | 1/13/2016 | L1 | 0.2 | BAY CITY LODGE | | |
| TOTAL THMS | D | 88 | UG/L | 80.4999 | 1/29/2016 | L1 | 0.2 | BAY CITY LODGE | 101.9 | 91.4 |
| TOTAL THMS | D | 116.1 | UG/L | 80.4999 | 4/14/2016 | L1 | 0.2 | BAY CITY LODGE | | |
| TOTAL THMS | D | 79 | UG/L | 80.4999 | 5/12/2016 | L1 | 0.2 | BAY CITY LODGE | | |
| TOTAL THMS | D | 91 | UG/L | 80.4999 | 6/23/2016 | L1 | 0.2 | BAY CITY LODGE | | |
| TOTAL THMS | D | 90.9 | UG/L | 80.4999 | 6/29/2016 | L1 | 0.2 | BAY CITY LODGE | 94.25 | 91.7375 |
| TOTAL THMS | D | 99.2 | UG/L | 80.4999 | 7/14/2016 | L1 | 0.2 | BAY CITY LODGE | | |
| TOTAL THMS | D | 73.5 | UG/L | 80.4999 | 8/26/2016 | L1 | 0.2 | BAY CITY LODGE | | |
| TOTAL THMS | D | 63.3 | UG/L | 80.4999 | 9/7/2016 | L1 | 0.2 | BAY CITY LODGE | | |
| TOTAL THMS | D | 62.8 | UG/L | 80.4999 | 9/14/2016 | L1 | 0.2 | BAY CITY LODGE | 74.7 | 88.9625 |
| TOTAL THMS | D | 88.7 | UG/L | 80.4999 | 10/21/2016 | L1 | 0.2 | BAY CITY LODGE | 88.7 | 89.8875 |
| TOTAL THMS | D | 79 | UG/L | 80.4999 | 1/19/2017 | L1 | 0.2 | BAY CITY LODGE | 79 | 84.1625 |
| TOTAL THMS | D | 125 | UG/L | 80.4999 | 4/27/2017 | L1 | 0.2 | BAY CITY LODGE | 125 | 91.85 |

Exhibit I

| CONTAM DESC | SM TY | RESULT | UOM | MCL | SAMPLE DATE | LOC | MDL | REMARKS | Quarterly Average | LRAA |
|-------------|-------|--------|------|---------|-------------|-----|------|----------------|-------------------|-----------|
| TOTAL THMS | D | 102.8 | UG/L | 80.4999 | 7/13/2017 | L1 | 0.2 | BAY CITY LODGE | 102.8 | 98.875 |
| TOTAL THMS | D | 98.6 | UG/L | 80.4999 | 10/19/2017 | L1 | 0.2 | BAY CITY LODGE | 98.6 | 101.35 |
| TOTAL THMS | D | 93.7 | UG/L | 80.4999 | 1/25/2018 | L1 | 0.2 | BAY CITY LODGE | 93.7 | 105.025 |
| TOTAL THMS | D | 63.6 | UG/L | 80.4999 | 4/19/2018 | L1 | 0.2 | BAY CITY LODGE | 63.6 | 89.675 |
| TOTAL THMS | D | 108.4 | UG/L | 80.4999 | 7/3/2018 | L1 | 0.2 | BAY CITY LODGE | 108.4 | 91.075 |
| TOTAL THMS | D | 80 | UG/L | 80.4999 | 10/2/2018 | L1 | 0.2 | BAY CITY LODGE | 80 | 86.425 |
| TOTAL THMS | D | 85.49 | UG/L | 80.4999 | 1/2/2019 | L1 | 0.39 | BAY CITY LODGE | 85.49 | 84.3725 |
| TOTAL THMS | D | 76.6 | UG/L | 80.4999 | 4/2/2019 | L1 | 0.39 | BAY CITY LODGE | 76.6 | 87.6225 |
| TOTAL THMS | D | 87.24 | UG/L | 81.4999 | 7/3/2019 | L1 | 0.39 | BAY CITY LODGE | 87.24 | 82.3325 |
| TOTAL THMS | D | 81.37 | UG/L | 82.4999 | 10/1/2019 | L1 | 0.39 | BAY CITY LODGE | 81.37 | 82.675 |
| TOTAL THMS | D | 86.06 | UG/L | 82.4999 | 1/8/2020 | L1 | 0.39 | BAY CITY LODGE | 86.06 | 82.8175 |
| TOTAL THMS | D | 90.1 | UG/L | 80.4999 | 10/16/2013 | L2 | 0.5 | MARKET STREET | 90.1 | |
| TOTAL THMS | D | 84.2 | UG/L | 80.4999 | 1/15/2014 | L2 | 0.5 | MARKET STREET | 84.2 | |
| TOTAL THMS | D | 108 | UG/L | 80.4999 | 4/15/2014 | L2 | 0.5 | MARKET STREET | 108 | |
| TOTAL THMS | D | 102.3 | UG/L | 80.4999 | 7/15/2014 | L2 | 0.5 | MARKET STREET | | |
| TOTAL THMS | D | 81 | UG/L | 80.4999 | 8/13/2014 | L2 | 0.5 | MARKET STREET | | |
| TOTAL THMS | D | 66.9 | UG/L | 80.4999 | 9/30/2014 | L2 | 0.5 | MARKET STREET | 83.4 | 91.425 |
| TOTAL THMS | D | 88.7 | UG/L | 80.4999 | 10/14/2014 | L2 | 0.5 | MARKET STREET | | |
| TOTAL THMS | D | 66.8 | UG/L | 80.4999 | 11/11/2014 | L2 | 0.5 | MARKET STREET | 77.75 | 88.3375 |
| TOTAL THMS | D | 95 | UG/L | 80.4999 | 1/21/2015 | L2 | 0.5 | MARKET STREET | | |
| TOTAL THMS | D | 70.9 | UG/L | 80.4999 | 2/18/2015 | L2 | 0.5 | MARKET STREET | | |
| TOTAL THMS | D | 62.2 | UG/L | 80.4999 | 3/17/2015 | L2 | 0.2 | MARKET STREET | 76.03333333 | 86.295833 |
| TOTAL THMS | D | 95 | UG/L | 80.4999 | 4/21/2015 | L2 | 0.2 | MARKET STREET | | |
| TOTAL THMS | D | 78 | UG/L | 80.4999 | 6/25/2015 | L2 | 0.2 | MARKET STREET | 86.5 | 80.920833 |
| TOTAL THMS | D | 100 | UG/L | 80.4999 | 7/16/2015 | L2 | 0.2 | MARKET STREET | | |
| TOTAL THMS | D | 84.5 | UG/L | 80.4999 | 9/10/2015 | L2 | 0.2 | MARKET STREET | | |
| TOTAL THMS | D | 85.2 | UG/L | 80.4999 | 9/16/2015 | L2 | 0.2 | MARKET STREET | 89.9 | 82.545833 |
| TOTAL THMS | D | 71.5 | UG/L | 80.4999 | 10/20/2015 | L2 | 0.2 | MARKET STREET | | |
| TOTAL THMS | D | 66.8 | UG/L | 80.4999 | 12/23/2015 | L2 | 0.2 | MARKET STREET | 69.15 | 80.395833 |
| TOTAL THMS | D | 80.3 | UG/L | 80.4999 | 1/13/2016 | L2 | 0.2 | MARKET STREET | | |
| TOTAL THMS | D | 72.6 | UG/L | 80.4999 | 1/29/2016 | L2 | 0.2 | MARKET STREET | | |

Exhibit I

| CONTAM DESC | SM TY | RESULT | UOM | MCL | SAMPLE DATE | LOC | MDL | REMARKS | Quarterly Average | LRAA |
|-------------|-------|--------|------|---------|-------------|-----|------|---------------|-------------------|------------------|
| TOTAL THMS | D | 70.2 | UG/L | 80.4999 | 2/17/2016 | L2 | 0.2 | MARKET STREET | 74.36666667 | 79.979167 |
| TOTAL THMS | D | 105 | UG/L | 80.4999 | 4/14/2016 | L2 | 0.2 | MARKET STREET | | |
| TOTAL THMS | D | 79 | UG/L | 80.4999 | 5/12/2016 | L2 | 0.2 | MARKET STREET | | |
| TOTAL THMS | D | 85 | UG/L | 80.4999 | 6/29/2016 | L2 | 0.2 | MARKET STREET | 89.66666667 | 80.770833 |
| TOTAL THMS | D | 105 | UG/L | 80.4999 | 7/14/2016 | L2 | 0.2 | MARKET STREET | | |
| TOTAL THMS | D | 72.2 | UG/L | 80.4999 | 8/26/2016 | L2 | 0.2 | MARKET STREET | | |
| TOTAL THMS | D | 63.6 | UG/L | 80.4999 | 9/7/2016 | L2 | 0.2 | MARKET STREET | | |
| TOTAL THMS | D | 79.7 | UG/L | 80.4999 | 9/14/2016 | L2 | 0.2 | MARKET STREET | 80.125 | 78.327083 |
| TOTAL THMS | D | 75.4 | UG/L | 80.4999 | 10/21/2016 | L2 | 0.2 | MARKET STREET | 75.4 | 79.889583 |
| TOTAL THMS | D | 69 | UG/L | 80.4999 | 1/19/2017 | L2 | 0.2 | MARKET STREET | 69 | 78.547917 |
| TOTAL THMS | D | 116 | UG/L | 80.4999 | 4/27/2017 | L2 | 0.2 | MARKET STREET | 116 | 85.13125 |
| TOTAL THMS | D | 83.1 | UG/L | 80.4999 | 7/13/2017 | L2 | 0.2 | MARKET STREET | 83.1 | 85.875 |
| TOTAL THMS | D | 85.6 | UG/L | 80.4999 | 10/19/2017 | L2 | 0.2 | MARKET STREET | 85.6 | 88.425 |
| TOTAL THMS | D | 84.1 | UG/L | 80.4999 | 1/25/2018 | L2 | 0.2 | MARKET STREET | 84.1 | 92.2 |
| TOTAL THMS | D | 61 | UG/L | 80.4999 | 4/19/2018 | L2 | 0.2 | MARKET STREET | 61 | 78.45 |
| TOTAL THMS | D | 87.5 | UG/L | 80.4999 | 7/3/2018 | L2 | 0.2 | MARKET STREET | 87.5 | 79.55 |
| TOTAL THMS | D | 73.4 | UG/L | 80.4999 | 10/2/2018 | L2 | 0.2 | MARKET STREET | 73.4 | 76.5 |
| TOTAL THMS | D | 93.16 | UG/L | 80.4999 | 1/2/2019 | L2 | 0.39 | MARKET STREET | 93.16 | 78.765 |
| TOTAL THMS | D | 67.29 | UG/L | 80.4999 | 4/2/2019 | L2 | 0.39 | MARKET STREET | 67.29 | 80.3375 |
| TOTAL THMS | D | 86.64 | UG/L | 81.4999 | 7/3/2019 | L2 | 0.39 | MARKET STREET | 86.64 | 80.1225 |
| TOTAL THMS | D | 77.87 | UG/L | 82.4999 | 10/1/2019 | L2 | 0.39 | MARKET STREET | 77.87 | 81.24 |
| TOTAL THMS | D | 92.96 | UG/L | 82.4999 | 1/8/2020 | L2 | 0.39 | MARKET STREET | 92.96 | 81.19 |

**MINUTES OF THE SPECIAL MEETING OF THE APALACHICOLA CITY COMMISSION HELD TUESDAY,
MAY 8, 2020, 11:00 AM VIA ZOOM AUDIO.**

PRESENT: Mayor Kevin Begos
Commissioner Brenda Ash
Commissioner Anita Grove
Commissioner Despina George
Commissioner Adriane Elliott

Chris Holley, Interim City Manager
Deborah Guillotte, City Clerk
Kristy Banks, City Attorney

CALL TO ORDER

Mayor Begos called the meeting to order at 11:00 AM via Zoom Audio.

UNFINISHED BUSINESS

A. EMERGENCY OUTSIDE DINING

Discussion of Emergency Out-Side Dining of restaurants by Mayor Begos and Commission.

Commissioner Grove made a motion to approve Resolution 2020-10, regarding a trial period of Emergency Outside Dining. Commissioner Elliott seconded and the motion carried 5-0.

ADJOURNMENT

With no further business, Commissioner George made a motion to adjourn the meeting at 11:20 AM. Commissioner Elliott seconded and the motion carried 5-0.

Kevin Begos, Mayor

Deborah Guillotte, City Clerk

MINUTES OF THE REGULAR MEETING OF THE APALACHICOLACITY COMMISSION HELD TUESDAY, MAY 5, 2020, 3:00 PM AT THE FRANKLIN COUNTY ANNEX BUILDING.

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 at 3:00 PM and Commissioner Ash gave the invocation. Council Members lead the pledge of allegiance.

APPROVE THE AGENDA

Mayor Begos requested that the COVID19 - Outdoor Dining and the Forensic Audit Report be moved to the front item of business on the Agenda.

Commissioner Grove made a motion to approve the agenda, changing the order and discussing Unfinished Business Item D - COVID 19 Options and Unfinished Business C - Forensic Audit Report to the front of the Agenda, and Consent Agenda C – City Commission Rules of Procedure – Committee Policy Revision moved to a separate agenda item. Commissioner George seconded and the motion carried 5-0.

CONSENT AGENDA

Mayor Begos stated that in the December 3, 2019 minutes that Mr. Nalley reported that our DEP default balance was around \$583,000 as of December 1, 2019. Mayor Begos reported that Mr. Nalley's amount was incorrect and as of December, DEP reported per email, they show a balance of \$670 some odd thousand dollars. Also, the April 21, 2020 minutes the word ADHOP should state ADHOC, and Item C of the Consent Agenda will be talked about separately.

Commissioner Grove made a motion to approve the Consent Agenda, with the corrections to the minutes as identified. Commissioner George seconded and the motion carried 5-0.

City Commission Rules of Procedure – Committee Policy Revision

MAYOR AND COMMISSIONERS REPORT AND COMMUNICATIONS

Mayor and Commissioners discussed the Finance Director Position, DEP Drinking Water Project, Scheduling Budget Meetings and a Shade Meeting, Library and Splash Pad Re-opening, and Face Book Account releases and Ordinance transmittals to the State.

CITY MANAGER COMMUNICATIONS

A. Duke Energy Tree Trimming – Danny Collins gave a brief update on the upcoming activity of tree trimming and the replacing of poles in the alleyways, stating this will be taking effect this week and will continue for about eight weeks. Discussion ensued by Commission on the height increase of the poles.

B. Finance Update – Mr. Holley gave update on credit card use as of now and the city's current fixed asset policy and inventory list. Mr. Welle gave a brief report of the quarterly financial report. Mr. Welle stated he is in the process of creating a credit card policy and internal control policy. Discussion ensued of possibility of waiving commercial SUF fees for May. Staff will research.

C. Grants Update – Mr. Holley gave a brief update on miscellaneous and FEMA grants.

D. Continuation of H2 Solutions Services

Commissioner Elliott made a motion to approve the continuation of the H2 Solutions Services (Chris Holley) Contract. Commissioner Grove seconded and the motion carried 5-0.

ATTORNEY KRISTY BRANCH-BANKS COMMUNICATIONS

Attorney Banks gave an update of her meeting with Mike Thrasher on his “Boat Lift/Waives” Contract.

PUBLIC HEARING

A. PUBLIC HEARINGS – ORDINANCE 2020-03 – APALACHICOLA FILL AND STORMWATER – PUBLIC HEARING AND SECOND READING

Mayor Begos read Ordinance 2020-03 by title.

AN ORDINANCE AMENDING AND MODIFYING ORDINANCE 91-7 LAND DEVELOPMENT CODE; MODIFYING CHAPTER II DEFINITIONS; REPEALING AND REPLACING CHAPTER VII SITE PLAN REVIEW REGULATIONS; REPEALING, REPLACING, AND ADDING TO CHAPTER VIII STORMWATER MANAGEMENT PLANS; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH; AND ESTABLISHING AN EFFECTIVE DATE.

Mayor Begos opened the floor for public comments.

Comments via emails are in official minutes file.

There being no further comments, Mayor Begos closed the public hearing.

PUBLIC HEARING

B. ORDINANCE 2020-04 – RE-CODIFICATION OF CITY OF APALACHICOLA CODE OF ORDINANCES

Mayor Begos read Ordinance 2020-04 by title.

AN ORDINANCE ADOPTING AND ENACTING A NEW CODE FOR THE CITY OF APALACHICOLA, FLORIDA; PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED THEREIN; PROVIDING A PENALTY FOR THE VIOLATION THEREOF; PROVIDING FOR THE MANNER OF AMENDING SUCH CODE; AND PROVIDING WHEN SUCH CODE AND THIS ORDINANCE SHALL BECOME EFFECTIVE.

No Public Comments.

Mayor Begos closed the public hearing.

PUBLIC COMMENT

Cassie Gary discussed forming an Emergency ADHOC Committee for downtown businesses on the issues being faced with the COVID 19. The Commission would be glad to hear from them when they come up with suggestions.

UNFINISHED BUSINESS
A. PUBLIC HEARINGS – ORDINANCE 2020-03 – APALACHICOLA FILL AND STORMWATER – PUBLIC HEARING AND SECOND READING

Mayor Begos read Ordinance 2020-03 by title.

AN ORDINANCE AMENDING AND MODIFYING ORDINANCE 91-7 LAND DEVELOPMENT CODE; MODIFYING CHAPTER II DEFINITIONS; REPEALING AND REPLACING CHAPTER VII SITE PLAN REVIEW REGULATIONS; REPEALING, REPLACING, AND ADDING TO CHAPTER VIII STORMWATER MANAGEMENT PLANS; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH; AND ESTABLISHING AN EFFECTIVE DATE.

Commissioner Grove made a motion to adopt Ordinance 2020-03 - Apalachicola Fill and Stormwater. Commissioner George seconded and the motion carried 5-0.

UNFINISHED BUSINESS
B. ORDINANCE 2020-04 – RE-CODIFICATION OF CITY OF APALACHICOLA CODE OF ORDINANCES

Mayor Begos read Ordinance 2020-04 by title.

AN ORDINANCE ADOPTING AND ENACTING A NEW CODE FOR THE CITY OF APALACHICOLA, FLORIDA; PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED THEREIN; PROVIDING A PENALTY FOR THE VIOLATION THEREOF; PROVIDING FOR THE MANNER OF AMENDING SUCH CODE; AND PROVIDING WHEN SUCH CODE AND THIS ORDINANCE SHALL BECOME EFFECTIVE.

Commissioner Ash made a motion to adopt Ordinance 2020-04 – Re-Codification of City of Apalachicola Code of Ordinances. Commissioner Grove seconded and the motion carried 4-1. Commissioner George opposed.

UNFINISHED BUSINESS
C. FORENSIC EXAMINATION REPORT

Ralph Roberson reviewed the Forensic Examination Report followed by Board discussion. Discussion ensued by the Commission. Mr. Roberson’s recommendation is that the City hire a Finance Director with some governmental experience to help with these issues in the future.

UNFINISHED BUSINESS
D. COVID 19 OPTIONS

Discussion ensued by the Mayor and Commission on lodging restrictions, and the possibility of outside dining of restaurants. Commissioner Ash requested that Attorney Banks research the liability in reference to the restaurants and the City responsibilities.

Commissioner Elliott made a motion to approve that hotels and motels be opened in accordance with the Governor’s guidelines, Phase One, at 50 percent room occupancy, effective May 6th, and that Attorney Banks research the legality of short term lodging. Commissioner Grove seconded and the motion carried 4-1. Commissioner George opposed.

**UNFINISHED BUSINESS – CONSENT AGENDA ITEM
CITY COMMISSION RULE OF PROCEDURE – COMMITTEE POLICY REVISION**

Commissioner Elliott reviewed her proposed changes to the Committee Policy Revision.

Mayor Begos made a motion to adopt the amendment to the Rules of Procedures for Committee Policy Revision that no appointee shall serve more than two consecutive terms on any standing committee, not to exceed four consecutive years and that this Policy change will take effect October 1, 2020. Commissioner Ash seconded. Discussion ensued on the term of services years and the rotation of when each term would end.

Mayor Begos withdrew his motion for further research.

NEW BUSINESS
**A. PROPOSAL TO PREPARE PLANS AND SPECS TO BID REPAIR WORK AND MANAGE THE
PROJECT FOR CITY DOCKS AND PIERS**

Discussion ensued by Commission. Josh Baxley with Dewberry Associates gave a brief review of the bid package process, the collection of the bids and the management of the projects.

Commissioner Elliott made a motion to approve the Task Orders with Dewberry Engineering to prepare bid documents and manage the aforementioned projects. Commissioner Grove seconded and the motion carried 5-0.

NEW BUSINESS
B. RESOLUTION 2020-09 – CITY INVENTORY

Discussion ensued by Commission on the City's Asset Inventory list and it was decided that staff has started working on this list. Mayor Begos made a motion to adopt Resolution 2020-09 – City Inventory. Motion died for lack of second.

NEW BUSINESS
**C. CONSIDERATION OF PROPOSED EMPLOYMENT AGREEMENT –
KENDALL “TRAVIS” WADE**

Commissioner Elliott made a motion to approve the Employment Agreement with Kendall “Travis” Wade as proposed. Commissioner Ash seconded and the motion carried 5-0.

Discussion ensued on termination and severance pay on the proposed employment agreement by the Commission and Attorney Banks.

NEW BUSINESS
D. APALACHICOLA HISTORY, CULTURE AND ARTS GRANT REQUEST

Commissioner Grove made a motion to approve the submittal of the History, Culture and Arts Grant in the amount of \$250,000 for repair of the HCA building. Commissioner Ash seconded and the motion carried 5-0.

ADJOURNMENT

With no further business, Commissioner Grove made a motion to adjourn the meeting at 6:45 PM. Commissioner Ash seconded and the motion carried 5-0.

Kevin Begos, Mayor

Deborah Guillotte, City Clerk

**MINUTES OF THE SPECIAL MEETING OF THE APALACHICOLA CITY COMMISSION HELD TUESDAY,
MAY 19, 2020, 4:00 PM AT THE APALACHICOLA COMMUNITY CENTER.**

PRESENT: Mayor Kevin Begos Chris Holley, Interim City Manager
Commissioner Brenda Ash Deborah Guillotte, City Clerk
Commissioner Despina George Kristy Banks, City Attorney
Commissioner Adriane Elliott

CALL TO ORDER

Mayor Begos called the meeting to order at 4:00 PM.

AGENDA ADOPTION

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

PUBLIC COMMENT

No public comments.

UNFINISHED BUSINESS

A. RE-CONSIDER RESTRICTIONS OF THE HOTEL/LODGING/DOCKING

Commissioner Ash made a motion to rescind the City's current Emergency Order on short term rentals, hotel/lodging and to now allow 100% occupancy. Commissioner Elliott seconded and the motion carried 5-0.

Commissioner Ash made an amended motion to rescind the City's current Emergency Order on short term rentals, hotel/lodging and Docking to 100% usage. Commissioner Elliott seconded and the motion carried 5-0.

UNFINISHED BUSINESS

B. RE-CONSIDER RESTRICTIONS OF THE BOAT RAMPS

Commissioner Elliott made a motion to rescind the City's current Emergency Order closing boat ramps to non-residents. Commissioner Grove seconded and the motion carried 5-0.

UNFINISHED BUSINESS

C. CONSIDER EXTENSION/MODIFICATION TO THE OUTSIDE DINING PROGRAM

Discussion ensued by Commission on bands/musicians playing on sidewalk area and outside dining extension consideration. Discussion ensued by Commission on Ordinance 2017-03, Commercial Activities on Sidewalks and Rights-Of-Way - Section 7 and Section 8. Chief Varnes gave a brief update on the outside dining program, and the issues with the Nuisance Ordinance as far as the decimal sound level of the outside musician player. Chief Varnes suggested that the Nuisance Ordinance (noise - decimal sound level) be addressed in the future.

Commissioner Elliott made a motion to extend the Outside Dining Program until the regular City Commission meeting on June 2, 2020. Commissioner Grove seconded and the motion carried 5-0.

Commissioner Elliott made a motion to suspend the Sign and Nuisance Ordinance (noise - decimal sound level) in the C1 and C2 Commercial Districts for thirty days. Motion dies for lack of second.

Commissioner Elliott made a motion to suspend the Sign Ordinance regulations in the C1 and C2 Commercial Districts for thirty days.

There being no second, Mayor Begos passed the gavel to Commissioner Ash.

Discussion ensued by the Commission

Mayor Begos seconded and the motion failed 2-3. Commissioner Ash, Commissioner Grove and Commissioner George opposed.

Commissioner Ash passed gavel back to Mayor Begos.

Commissioner Elliott made a motion to suspend the Nuisance Ordinance (noise - decimal sound level) in the C1 and C2 Commissioner Districts for thirty days. Motion dies for lack of second.

PUBLIC COMMENT

Water Street Hotel thanked the Commission for all their consideration during this pandemic.

MAYOR'S AND COMMISSIONERS COMMUNICATIONS

Discussion ensued by Commission and Attorney Banks on businesses selling alcohol on sidewalks, can't be sold unless dining at that restaurant and entertainment on the sidewalks. Commissioner Grove wanted to clarify that the final outcome of discussion was that entertainment is to be inside and that alcohol can be served outside with meals at a restaurant only. Commissioner Elliott stated that the Sidewalk and Nuisance Ordinance conflict and need to be updated.

ADJOURNMENT

With no further business, Commissioner Elliott made a motion to adjourn the meeting at 5:13 pm. Commissioner Grove seconded and the motion carried 5-0.

Kevin Begos, Mayor

Deborah Guillotte, City Clerk

**APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: June 2, 2020**

SUBJECT: Public Works – Stop Sign/Street Sign Removal and Replacement Installation

AGENDA INFORMATION:

Agenda Location: Consent
Item Number: B
Department: Public Works
Contact: Robert Osburn - Foreman
Presenter: Robert Osburn - Foreman

BRIEF SUMMARY: Remove and Replace Stop/Street Signs destroyed during Hurricane Michael in 2018.

RECOMMENDED MOTION AND REQUESTED ACTIONS: To Request Approval for Jason White Construction to remove and install, replacement Stop/Street Signs in the amount of \$19,775.00.

FUNDING SOURCE: FEMA

ATTACHMENTS: Quotes from Jason White Construction and Emerald Coast Stripping, LLC.

STAFF'S COMMENTS AND RECOMMENDATIONS: Staff contacted several companies for quotes but only received two, which Jason White Construction is the lowest and also a local business.

JASON WHITE CONSTRUCTION, LLC
43 Island Drive
Eastpoint, FL 32328
(850) 653-6727

May 27, 2020

Robert Osburn
City of Apalachicola
Apalachicola, FL 32320

Subject: PROPOSAL - Road Sign Replacement

Robert

Jason White Construction, LLC. proposes to provide all labor, equipment and supervision as required to complete the sign repair the road signs in accordance with the "Road Sign Damaged Throughout the City" document for the lump sum amount of \$19,775.00 This scope of work includes the following:

- Remove and replace 2 each of road name signs
- Remove and replace 3 each street signs
- Remove and replace 220 each steel channel sign posts
- Remove and replace 226 each road name signs and attachment brackets

Note: Material required for sign posts and sign replacement to be provided by others.

Thank you for the opportunity to propose on this project! Please call if you have any questions or need clarification.

Sincerely,

Mark Carrell



1901 East Ave.
 Panama City, FL 32405
 Phone (850) 215-4875 Fax (850) 271-4875
 Cell (850) 527-0489

Proposal
 DATE May 12, 2020
 Quotation # City of Apalachicola

Proposal To:
 Bidding Contractors

Bid Date:

Comments or special instructions: Quote is assuming City of Apalachicola provides all needed materials for signs Posts, sign panels, brackets bolts, street blades

| DOT-PAY ITEM # | DESCRIPTION | UNIT | QUANTITY | PRICE | AMOUNT |
|----------------|---|------|----------|---------|--------------------|
| A. | Remove and Replace 2 each of Road Name Signs | EA | 2 | \$90.00 | \$180.00 |
| B. | Remove and Replace 3 each street signs (children playing, deaf child, and pedestrian) | EA | 3 | \$90.00 | \$270.00 |
| C. and D. | Remove and Replace 226 steel channel posts and street name signs and brackets | EA | 226 | \$90.00 | \$20,340.00 |
| TOTAL | | | | | \$20,790.00 |

If you have any questions concerning this quotation, contact Heath Gerrell at (850) 544-8934 or by email at hgerrell@gmail.com

THANK YOU FOR YOUR BUSINESS!

**APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: June 2, 2020**

SUBJECT: Head Start / 14th Street Plans

AGENDA INFORMATION:

Agenda Location: Unfinished Business
Item Number: A
Department: Administration
Contact: Tim Center, Capital Area Community Action
Presenter: Tim Center, Capital Area Community Action

BRIEF SUMMARY: Several years ago the Commission endorsed the idea of a Head Start program in a wing of the old High School. Recently volunteers have renovated multiple rooms so they can be used for Head Start, to be administered by Capital Area Community Action.

Capital Area Community Action believe they will soon receive a federal grant, including significant funds to complete renovations. Head Start could open for children as soon as this August. Operations will also impact outdoor areas.

Lease terms for rent, maintenance, and other issues must be negotiated.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

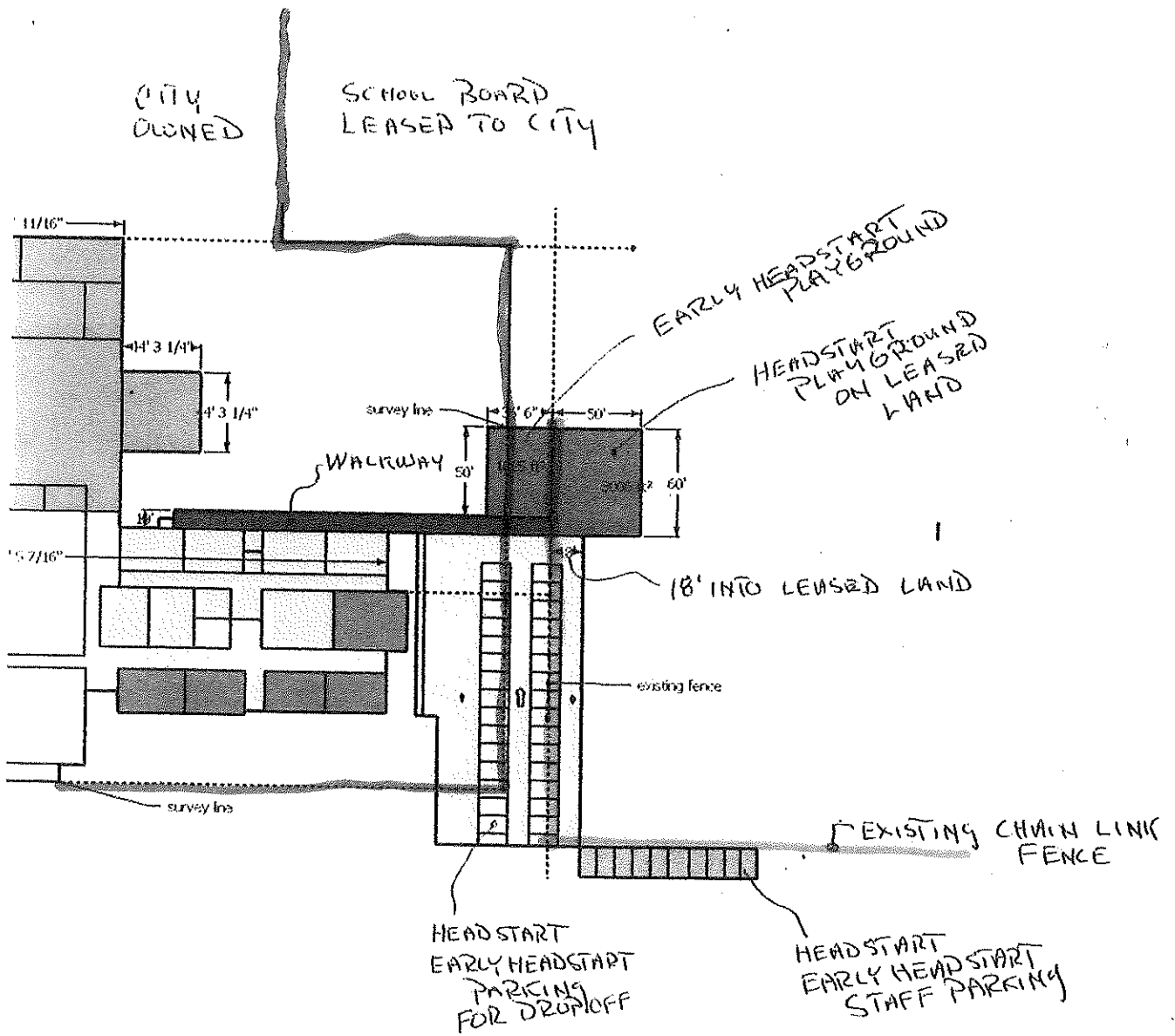
To request Attorney Banks to negotiate a lease and present it at the July meeting.

FUNDING SOURCE: N/A

ATTACHMENTS: Rough layout

STAFF'S COMMENTS AND RECOMMENDATIONS:

This project relates to the larger debate about use of the old High School. This proposal is for a use by a federally funded non-profit.



- Children's
- - ~~Early~~ LEARNING CENTER
 - - FITNESS CENTER
 - - PROJECT IMPACT

Capital Area Community Action Agency

May 28, 2020

The Honorable Kevin Begos
Mayor, City of Apalachicola
192 14th Street
Apalachicola, FL 32320

Dear Mayor Begos:

Thank for the opportunity to share with you and the Apalachicola City Commission the mission, an overview, and, hopefully, the future of Head Start in Franklin County.

The Capital Area Community Action Agency has provided a federally-funded safety net for the North Florida region since 1965. Community Action helps low-income families by paying utility bills, providing energy-efficiency improvements to housing, and offering assistance to help income-eligible families become independent of public assistance. Community Action serves nearly 10,000 individuals annually from Jefferson to Gulf Counties.

Community Action receives from the U.S. Department of Health and Human Services an annual grant to provide evidence-based early childcare education and family support through the Head Start program. Head Start is offered at no charge to income-eligible families with children ages three to five years old before they enter kindergarten. Childcare is a major expense and obstacle for low-income families needing to go to school or work. In addition to the education in the Head Start classroom, children receive two-and-a-half meals a day, receive therapy for diagnosed needs ranging from physical to speech therapy, and even get to enjoy a daily nap. Unlike other childcare programs, Head Start offers case management support to parents of students to help the families address other concerns including education and job placement.

When Community Action services are coupled with Head Start services, families are truly served in a holistic manner and have a fighting chance to break a cycle of poverty to become independent and get ahead.

Community Action has provided Head Start services in Franklin County for nearly 30 years. The Franklin County Head Start Center initially offered two classes for 37 students and families in Carrabelle. To help reduce travel for families in the western part of the County, the agency moved the program to Eastpoint on the Brown's Elementary School campus in 2000. When the school district opened the consolidated K-12 school, Head Start developed a partnership with the Franklin County School District to operate Head Start classrooms on the main campus. This permitted Head Start students to take the bus with their school-aged peers and helped reduce the transportation burden for families. It also greatly improved the quality of the education facilities used by the program.



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When the Franklin County School District needed to use the Head Start classrooms to comply with the state class-size regulations, Head Start was left without an adequate facility. Furthermore, Head Start staffing credentials required for teaching proved to be difficult to meet with a limited workforce pool in Franklin County. This perfect storm of no facility or credentialed staff looked to be the end of the Community Action's ability to meet the needs of Franklin County in offering quality childcare for its families.

The possible closing of the Head Start program in Franklin County prompted community organizers to rally and advocate to keep the Head Start program viable. Bring-Me-A-Book and their board members convened meetings to develop a workable plan that could result in a successful resolution to the Head Start challenges while promoting the importance of early childcare education in Franklin County.

Community Action leased from the City of Apalachicola the 6th Street Recreation Center where we have operated for the last two years. This is a temporary location that houses one classroom of 17 students. Community Action recruited an outstanding Center Director and teacher with the needed credentials while the Agency worked with other staff to help them pursue post-secondary classes in early childhood education.

Concurrent to operating at the 6th Street Recreation Center, Bring-Me-A-Book, Community Action, and other community stakeholders identified the opportunity to convert Wing A of the Van Johnson Complex into a Children's Early Learning Center that would have the capacity to house two Head Start classrooms, Early Head Start classrooms, Bring-Me-A-Book child literacy operations, and perhaps even a private-pay childcare classroom.

Major renovations to the wing are needed in order to permit this space to serve these purposes. Working with City staff and commissioners, private fundraising and city funds have been spent to make improvements to the space. The improvements have been important and dramatically changed the initial state of the wing. A lot of donated labor and effort has helped make this happen. What remains is the final buildout that would permit Head Start to open in Wing A.

Community Action has submitted an initial grant application to the U.S. Department of Health and Human Services for \$187,000 to cover a majority of the remaining improvements. Attached is an outline of the renovations necessary to help secure the wing from the rest of the building while creating an age-appropriate learning environment for pre-school-aged children.

With the City's permission and cooperation, Community Action plans to submit a second grant to complete the build out of the space to include the necessary age-appropriate playground space, parking lot safety improvements, and other renovations that would create a space the community would be proud of and where every family with young children would want to send their children.

Head Start is a heavily regulated childcare program. Federal and state regulations require much of facilities and the operations to ensure the health and safety of the students and staff. When federal funds

are used to make substantial changes to real property or acquire real property, federal law provides that a federal interest will attach to the property. This federal interest depreciates over time. But, until that time, should the property be sold, the federal interest will be returned from the proceeds of the sale. This is to help ensure that the federally-funded program services can still be offered by redirecting the funds to another site where the services can be provided.

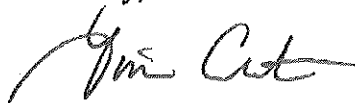
Over the last two years, Community Action has had the support of City staff and Commissioners for the development of the Children's Learning Center. Renovations of Wing A have included renovations to other parts of the building to accommodate City needs including the Police Department. Community Action is grateful for the City's permission to operate a single classroom in the 6th Street Recreation Center for the last couple years. We look forward to returning the use of that facility to the City and its residents.

Community Action looks forward to expanding and resuming the operation of two classrooms for 37 students. Community Action anticipates a long-term partnership with the City as we look to secure the funding for the final stages to convert Wing A of the Van Johnson Complex.

In closing, once the improvements have been made and the Head Start program re-locates to the Van Johnson Complex, Community Action and other tenants would look to enter in a long-term lease for the use of the facility.

Thank you for your service to the residents of Franklin County, we look forward to addressing any questions or concerns at your earliest convenience.

Sincerely,

A handwritten signature in black ink, appearing to read "Tim Center". The signature is fluid and cursive, with a large initial "T" and "C".

Tim Center, Esq.
Chief Executive Officer
Head Start Director

Capital Area
Community Action
Agency

MEMORANDUM

TO: Deirdre Mitchell, HHS Program Specialist
Stephanie Moore, HHS Fiscal Specialist
FROM: Tim Center
RE: 2020 Startup Narrative - revised
DATE: May 12, 2020

Please permit this memo to serve as the budget narrative for the start-up funding for the Head Start grant to Capital Area Community Action Agency. Per the Application Confirmation Worksheet, requested start-up funding would be \$184,891.

The Franklin County Head Start Center is currently operating in a temporary facility in the 6th Street Recreation Center. This is a building leased from the City of Apalachicola. Thanks to community support from a number of residents, plans have been made to convert Wing A of the Van Johnson Complex to a Children's Learning Center that will provide two classrooms for the Franklin County Head Start Center.

The Van Johnson Complex was previously the campus of the Apalachicola High School. The school was closed about 12 years ago. The City of Apalachicola now owns the facility. Various parts of the campus are used for different purposes including offices for the city administration, social service providers, and after-school youth program and fitness center for the community. Wing A is part of the building but has been identified as the ideal location for a centralized early education center. Bring Me A Book is a social service provider that promotes literacy among all families focusing on newborns and young children. They will be co-located in the wing. Conversations have begun with the Early Head Start provider to encourage co-location.

A number of renovations have been made over the last year-and-a-half. These renovations were funded by local government funding, private donations, and donated services. The facility needs some further renovations in order to secure the wing and meet local child care licensing requirements.

Contractual Services - \$25,000

Capital Area Community Action Agency will contract with Creighton Brown as Site and Project Manager to manage the renovations to be conducted in order to prepare the building for occupancy by the Head Start Center. Mr. Brown has been the Project Manager over the last year-and-a-half and has overseen all building improvements to date since the decision to convert Wing A to the Children's Learning Center.



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Fees, Licenses, and Permits - \$2,500

The permitting fees require for improvements should not exceed \$2,500.

Major Renovations - \$157,391

The following improvements to Wing A will be made in order to get the building and grounds prepared to host the Franklin County Head Start program.

| | |
|--------------------------------|-----------|
| Sinks in Head Start classrooms | \$10,000 |
| Fence in playground 40 x 40 | 800 |
| Close hallway | 1,000 |
| Bathroom main - children | 5,000 |
| Fire alarms | 7,500 |
| Parking | 5,000 |
| Fence walkway | 2,000 |
| Alarm at entry door | 2,000 |
| Fire extinguishers | 800 |
| Overall fire exits | 3,000 |
| Playground equipment | 12,291 |
| Prime/ paint walls | 9,000 |
| Build shelves | 3,000 |
| Repair floor | 4,000 |
| Clean floor | 1,000 |
| Sheetrock halls | 20,000 |
| Lighting | 3,500 |
| Exit lights (2 per room) | 4,000 |
| Celling tiles | 1,000 |
| Staff bathrooms | 8,000 |
| Replace entry door | 6,500 |
| Remove lockers | 2,000 |
| Install view windows | 27,000 |
| Remove HVAC from closet | 3,000 |
| Bathrooms in old HVAC closet | 16,000 |
| | |
| Subtotal Renovations | \$157,391 |
| Contractual Services | 25,000 |
| Permitting Fees | 2,500 |
| Grand Total | \$184,891 |

Non-Federal Share - \$46,223

The Non-Federal Share match for the start-up budget will be secured from subcontractors donating product and services for the renovation of WING A of the Van Johnson Complex.

**APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: June 2, 2020**

SUBJECT: Sidewalk Ordinance update

AGENDA INFORMATION:

Agenda Location: Unfinished Business
Item Number: B
Department: Planning and Zoning
Contact: Mayor Kevin Begos, Chief Bobby Varnes
Presenter: Mayor Kevin Begos, Chief Bobby Varnes

BRIEF SUMMARY: The City's Ordinance No. 2017-03 (Private Property and Commercial Activity on Sidewalks and Rights-of-Ways) was intended to allow tables, chairs and flower/vegetable planters, and not stages for musical performance or entertainment. This revision clarifies that.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

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.

FUNDING SOURCE: N/A

ATTACHMENTS:

STAFF'S COMMENTS AND RECOMMENDATIONS:

CITY OF APALACHICOLA, FLORIDA
ORDINANCE NUMBER 2017-03
PRIVATE PROPERTY AND COMMERCIAL ACTIVITIES
ON SIDEWALKS AND RIGHTS-OF-WAY

AN ORDINANCE AMENDING ORDINANCE NO. 2007-01 AND PREVIOUS ORDINANCE NO. 61-4 TO ADD A FEE FOR SIDEWALK USAGE BY ADJACENT BUSINESSES IN THE CITY OF APALACHICOLA; ADDING INSURANCE REQUIREMENTS NAMING THE CITY OF APALACHICOLA AS ADDITIONAL INSURED; PROVIDING FOR DOGS TO BE LEGAL TO ACCOMPANY PATRONS ON A PERMITTED SIDEWALK AREA OF THE ADJACENT BUSINESS; ADDING PROVISIONS FOR ENFORCEMENT AS A CIVIL INFRACTION; PROVIDING FOR PLACEMENT OF SIGNS IN SIDEWALK AREA LICENSED BY PERMIT TO BE LIMITED TO THOSE OF THE ADJACENT BUSINESS; PROVIDING FOR PENALTIES; PROVIDING FOR SEVERABILITY; REPEAL OF CONFLICTING PROVISION OF OTHER ORDINANCES, CORRECTION OF SCRIVENERS ERRORS, AND PROVIDING FOR AN EFFECTIVE DATE.

Whereas, it is the intent of this Ordinance to promote, protect, and improve the health, safety, and welfare of the citizens of the City of Apalachicola by providing for authorization and regulations of commercial activities and placement or display of private property on the public sidewalks adjacent to businesses in the City of Apalachicola; and

Whereas, Chapter 163 of the Florida Statutes empowers the City of Apalachicola to adopt and enforce this Ordinance.

NOW THEREFORE BE IT ENACTED BY THE PEOPLE OF THE CITY OF APALACHICOLA, FLORIDA, THE FOLLOWING ORDINANCE AMENDING ORDINANCE NO. 2007-01 TO IMPLEMENT REGULATIONS REGARDING OBSTRUCTIONS AND ACTIVITIES ON PUBLIC SIDEWALK AND RIGHTS OF WAY INCLUDING SIDEWALK CAFES AND OTHER RELATED ACTIVITIES ON OR ADJACENT TO THE PUBLIC SIDEWALK AND AMENDMENT TO ORDINANCE NO. 2007-01 TO ADD PROVISIONS REGARDING PERMITS AND INSURANCE REQUIREMENTS.

Section 1. When the words street, avenues, road, alley or sidewalk are used herein they are defined to mean, as the context permits, any public avenue, street, road, boulevard, circle, alleys, highway, sidewalk, or right of way within the City of Apalachicola singular or plural in number.

Section 2. No person shall erect, construct, place, exhibit, show or maintain any item (including, but not limited to items for sale, exhibition, show, storage or otherwise such as personal property, signs, advertisements, mats, rugs, utility items or trash or garbage receptacles or other items of private property) on the streets, alleys, rights of way or public space or property as defined above nor take any action or maintain an obstruction or encroachment whatsoever on the streets, alleys or sidewalks, rights of way or public space or property except where a permit has been issued by the City for the same and all requirements of this Ordinance and other rules, regulations and laws/ordinances of the City and other jurisdiction have been and are met.

Section 3. No person shall cause, allow, conduct or maintain on the street, sidewalk, right of way or public space or place as defined herein, commercial activity, including activity such as selling, serving or allowing or promoting the sale of food or beverage or other items or consumption of the same, on the street, sidewalk, right of way or public space or place as defined herein in front of or now adjacent to a commercial business or operation in the City of Apalachicola except where a permit has been issued by the City for the same and all requirements of this Ordinance and other rules, regulations, and laws/ordinances of the City and other jurisdiction have been and are met.

Section 4. No cars, trucks, boats, trailers or other vehicles or personal property items shall be allowed to stand or be parked on any street, sidewalk, right of way, a public space or place as defined herein for more than _____ hours without a permit from the City for the same and no such item shall be parked or placed or maintained on any street, sidewalk, right of way or public space or place so as to constitute a danger or harm and or obstruction to pedestrian or vehicle traffic.

Section 5. It shall be unlawful for an person in the construction or repair of any building to place or deposit, or cause or allow to be placed or deposited, on any street, alley or sidewalk, or public space within the limits of the City, any building materials whatsoever, or any other articles or things which may obstruct or hinder the traffic thereon, without a written permit from the City. Such permit shall state clearly what space will be allowed on which the same may be placed or deposited, the length of time the permit shall remain in force, and the terms and conditions upon which such material or other articles or things may be placed thereon. When in the discretion of the City, it becomes necessary for the further protection of pedestrians, the person erecting or repairing any building shall strictly observe such further safety provisions in the permit and shall take out liability insurance covering such risks to the public, passers-by, when deemed necessary by the City. Under no condition shall the sidewalk be so obstructed as not to allow pedestrian traffic.

Section 6. Permits granted under this Ordinance shall require the permittee to obtain insurance covering liability of the City for the sidewalk area in front of the business permitted under this Ordinance as further specified in this Ordinance naming the City of Apalachicola as an additional insured for an amount not less than \$1,000,000 U.S. dollars with a provision that does not allow cancellation without thirty (30) days written notice to the City.

Section 7. No private property shall be allowed to be placed, positioned, maintained or remain on the sidewalks, streets, right of way or public property in the City of Apalachicola downtown commercial area except by permit. No permit shall be issued for sale or display of private property or to conduct business activities on the streets, sidewalk or rights of way in the City of Apalachicola (except where special permission under required safety and other safeguards is approved by the City for Special events) which would so obstruct vehicular or pedestrian traffic or endanger or prohibit public use thereof. Business owners may apply for a permit as set forth in this Ordinance which shall as a minimum require the following with other requirements to be specified by resolution of the City Commission:

1. Items must not exceed nor be placed in an area in excess of 36" in depth from the front edge of the business property out into the sidewalk and in any event a minimum of at least 48" from the street edge of the sidewalk toward the business property shall remain clear (of private items or commercial activity or operations) for pedestrian traffic at all times. Business owners receiving permits under this Ordinance are responsible to clean and maintain all items of private property in the permitted area and ensure that they are safe and attractive for use by the public. Items on the permitted area must be owned by and relate directly to the commercial activities of

the adjacent permitted business. All permits issued will also require an encroachment agreement with the City on terms required by the City.

2. The City Administration shall have the right to order the immediate removal of any tables, chairs, benches, personal or private property (including items offered for sale or on display), or advertising of any kind or type which is located on the streets, avenues, roads, sidewalk or other public property (or property of the City of Apalachicola) placed or used in that location in front of or adjacent to a business or other commercial operation which does not have a valid permit for the same from the City of Apalachicola. Such notice may be given by hand delivery, or by posting such notice on the door of the adjacent business or commercial operation, or to the person to whom the object or items belongs. Repeat orders shall result in a violation of the provisions of this Ordinance punishable as provided herein or at the election of the City as a civil infraction under Ordinance No. 2017-02.

3. Application.

(a) The City Administrator shall prepare an application for permits to be issued under this Ordinance.

(b) Application for a permit to place or locate items on the sidewalk or street or public place or to conduct business on sidewalks or street or public place shall include, but not limited to, the following information:

(aa) The name, address and telephone number of the applicant.

(bb) The name and address of the adjacent business or commercial operation including the type of organization (corporation, LLC, partnership, etc.) and the names and addresses of the members, owners and officers of the owner and operation of the business as well as a statement of the business being conducted by the applicant in the adjacent business.

(cc) A copy of a valid and current City Occupational License to operate the business or commercial operation behind or adjacent to the sidewalk, street or public place where the items, personal property or commercial activity are requested to be located and any other license or permit required by the City for operation.

(dd) A copy of the current certificate of insurance in the amounts and categories and coverage types required by this Ordinance.

(ee) An affidavit from the owners of the property in front of which the proposed commercial activities or operation or items of personal property will be located, consenting to the operation of the commercial activity and/or items at the proposed location and joining in the hold harmless, indemnity and defense and liability insurance requirements of the City.

(ff) The annual application shall be accompanied by a nonrefundable base application fee of \$100 for retail businesses and \$150 for restaurant or bars and any additional fee for usage of sidewalk area in front of or adjacent to the

business as set forth by resolution and approved by the City Commission of the City of Apalachicola.

(gg) Applications shall be reviewed for compliance with City ordinances and must be approved as appropriate by the Planning & Zoning Department, Fire department, Police Department, the City Administrator, and any other City department deemed necessary by City staff.

(hh) The City Administrator may suspend or prorate the annual permit fee in cases of public construction or emergency situation in which case all items on the sidewalk shall be immediately (within 48 hours) removed by and at the expense of the permittee and all permitted commercial activity on the sidewalk shall cease or the City Administrator shall be and is hereby authorized by the permittee to remove the same at the expense of the permittee.

(ii) Permit fees shall be paid on or before October 1 of each year and shall cover the time period from October 1 through September 30 of the following calendar year. No permit shall be issued for any portion of a year. Except as provided in this Section, no refund of the fees shall be granted.

(jj) Late payments for permit renewal fees shall accrue at the rate of ten percent (10%) per annum. If the permit renewal fee is not paid within sixty (60) days after it is due, the permit shall terminate automatically. Any continued operation under the previous permit or otherwise by the business or commercial operator after termination shall be construed as operating without a permit, and the City Administrator shall have the right to order the removal of any tables, chairs and any other objects used in connection with the commercial activity, after forty-eight (48) hours' notice and all permitted commercial activities shall cease or be removed by the City at the expense of the permittee. Such notice may be given by hand, or by posting such notice on the door of the business.

Section 8. Liability, Indemnity and Insurance

(1) The permittee agrees to indemnify, defend, save, and hold harmless the City, its officers and employees of, from and against, any and all claims, liability, lawsuits, damages and causes of action which may arise out of the permit or the permittee's activity on the permitted premises or adjacent thereto or invitees of the permittee, and shall sign a document agreeing to and evidencing such.

(2) The permittee agrees to meet and maintain for the entire permit period, at its own expense, the following requirements:

(a) Commercial general liability insurance in the amount of \$1,000,000.00, per occurrence, for bodily injury and property damage including any activities or items in or connected with the permitted area to cover any liability claimed or asserted or determined against the City of Apalachicola therefore. The City must be named as an additional insured on this policy and a certificate of insurance containing an endorsement must be issued as part of the policy.

(b) For commercial operations permitted which serve alcoholic beverages, alcoholic-license liability insurance in the amount of \$1,000,000.00 per occurrence for bodily injury and property damage including any activities or items in or connected with the permitted area to cover any liability claimed or asserted or determined against the City of Apalachicola therefore, the City must be named as an additional insured on this policy, and a certificate of insurance containing an endorsement must be issued as part of the policy.

(c) Workers' compensation and employers' liability as required by the state.

(d) All policies must be issued by companies authorized to do business in the state and rated B+VI or better per Best's Key Rating Guide, latest edition.

(e) The city must receive thirty (30) calendar days' written notice prior to any cancellation, non-renewal or material change in the coverage provided.

(f) The permittee must provide and have approved by the City an original certificate of insurance as evidence that the requirements set forth in this section have been met prior to commencing operations. Failure to comply with these requirements shall cause a suspension or revocation of the permit.

Section 9. Supplemental Enforcement.

(1) This Ordinance may also be enforced at the discretion of the City by notice and citation issued in accordance with the City of Apalachicola. "Supplemental Code/Ordinance Enforcement." Ordinance No. 2017-02 as a civil citation and by following the requirements of that supplemental procedure including hearing as necessary before the County Court. Fines when applied pursuant to that section shall be as provided therein (Ordinance No. 2017-02) as a civil infraction. Furthermore, continued violation shall be enjoined by the appropriate Court in Franklin County, Florida.

Section 10. Dogs.

(1) It is hereby authorized for persons seated at the table while outside dining on the sidewalk area pursuant to a valid permit granted by this Ordinance to have and keep their dog(s) by them at the table on a leash in a manner that does not disrupt or interfere with persons on sidewalk, street, right of way or other public place.

Section 11. Signs.

(1) All advertisements or signs in or on a public place within the City of Apalachicola in or on a public place within the City for a business or operation or commercial activity within the City shall only be placed in an area (and in a manner) that is permitted by Florida Law and City of Apalachicola laws, rules and regulations for that business or operation or commercial activities.

Section 12. Severability.

(1) If any provision of this Ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provision of this Ordinance and severable.

Section 13. Conflict.

(1) All Ordinances or parts of Ordinances previously adopted and in conflict with this Ordinance are hereby repealed.

Section 14. Scrivener's Error.

(1) The City Attorney may correct scrivener's errors found in this Ordinance by filing a corrected copy of this Ordinance with the City Clerk.

Section 15. The City of Apalachicola by Resolution is authorized to set and change the permit application fee for permits applied for in this Ordinance No. 2017-03 of the City of Apalachicola which resolution(s) are incorporated by reference herein.

This Ordinance shall take effect immediately upon passage and is in effect as provided in and pursuant to Section 380.0555 Florida Statutes.

This Ordinance was read and adopted on NOVEMBER 7TH, 2017. Motion to adopt Ordinance made by Commissioner ELLIOTT, second by Commissioner GROVE.

Voting Aye: ELLIOTT, GROVE AND MAYOR JOHNSON

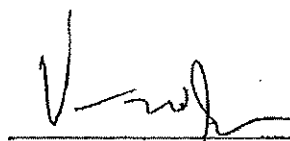
Voting Nay: BARTLEY

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

ATTEST:



Lee Mathes, City Administrator



Van W. Johnson, Sr., Mayor

**APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: June 2, 2020**

SUBJECT: Public Workshop on Nuisance Ordinance 2015-01

AGENDA INFORMATION:

Agenda Location: Unfinished Business
Item Number: C
Department: Administration
Contact: Commissioner Adriane Elliott
Presenter: Commissioner Adriane Elliott

BRIEF SUMMARY:

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To schedule a Public Workshop on Nuisance Ordinance 2015-01.

FUNDING SOURCE: N/A

ATTACHMENTS:

STAFF'S COMMENTS AND RECOMMENDATIONS:

**APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: June 2, 2020**

SUBJECT: Mill Pond Piling Bids

AGENDA INFORMATION:

Agenda Location: New Business
Item Number: A
Department: Scipio Creek/Mill Pond
Contact: Mayor Kevin Begos
Presenter: Mayor Kevin Begos

BRIEF SUMMARY: About (20) pilings need to be replaced at the Mill Pond, and (6) broken ones are a hazard to boats and must be removed. The City has funds in the Mill Pond account and has also received private insurance payments.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To Award a contract to set and remove pilings.

FUNDING SOURCE: Mill Pond account

ATTACHMENTS: (3) bids

STAFF'S COMMENTS AND RECOMMENDATIONS:



RJ Gorman Marine Construction LLC
1944 Frankford Ave
Panama City FL, 32405
850.769.7747
rjgormanmarine.com

Construction Agreement

This Project Agreement (the "Agreement") dated (4-15-20) by and between:

City of Apalachicola
Mayor Kevin Begos
192 Coach Wagoner Blvd.
Apalachicola, FL 32320
850 653 9319/850 323 1867
kbegos@cityofapalachicola.com

and

CONTRACTOR
RJ Gorman Marine Const LLC
1944 Frankford Ave
Panama City FL, 32405

constitutes the entire agreement between the aforementioned parties and includes the scope of service, guarantees, terms and conditions, pricing, and payment responsibilities for services provided at:

ADDRESS of PROJECT: Scipio Creek Municipal Docks
Parcel ID - 01-09S-08W-8371-0000-0020

SCOPE OF WORK:

- Set 12" Butt X 35', 2.5 CCA Pilings (15 minimum) **\$575.00 each**
- Pull existing (failed) pilings: (15 minimum) **\$350.00 each**
- Includes mobilization fees and haul/off dumpster fees

Additional Scope Information:

Additional new piles or pile removal will be at the cost per pile quoted above.
Scope of work per the construction plan/agreement.

AGREEMENT PRICE AND PAYMENT TERMS:

Your Agreement Price based upon the work described above is: **\$13,875.00**

Invoicing: You agree to promptly pay us based on the following terms:

15% of total contract amount due at signing as a non-refundable deposit.

35% due at material order

Remaining 50% is due at completion.

*** Note: Each line item price constitutes a phase

Docks= Pilings (phase 1), Framing (phase 2), and decking (final or phase 3)

Boat Houses= Pilings (phase 1), Bands (phase 2), trusses (phase 3) and roofing (final or phase 4)

Seawalls = Sheets/Walers (phase 1), deadmen/tie rods (phase 2), back fill (final or phase 3).

Pricing: The quoted price included in this agreement shall be good for 30 days, after which time pricing is subject to review.

This Agreement is based on information and/or specifications supplied for bidding and our interpretation of that information. Prices are subject to review and possible adjustment for any changes made that deviate from the outline given. Prices may also be subject to change due to constant fluctuation in price of materials.

Payment Terms: You agree to promptly pay invoices within ten (10) days of receipt. Should a payment become forty-five (45) days or more delinquent, we may stop all work under this Agreement without notice and/or cancel this Agreement. A late charge of 1.5% per month will be charged on all amounts that become thirty (30) days or more delinquent. If any check you tender for payment is refused due to insufficient funds, you hereby agree to a "Return Check Fee" of \$25.00 per item, in addition to any other remedies available to us under Florida law.

Payment by Credit Card: As an added convenience to our clients, payment due under this Agreement may be made by credit card at a 4% fee. If choosing to pay by credit card, you hereby consent by signing this Agreement below that no disputes regarding fees or costs billed to you shall be adjudicated by the credit card company. Any charges for fees/costs made to your credit card are non-refundable and cannot be reversed by the credit card company. Any disputes over fees and/or costs paid by credit card shall be settled directly between you and us, pursuant to the terms of this Agreement.

DEFINITIONS:

You should note the following words have special meaning throughout this Agreement:

1. "You" and "Your" mean City of Apalachicola and all of their representatives.
2. "We", "Our", "Ours" and "Us" means RJ Gorman Marine Construction LLC and all of its representatives.
3. "Labor" means our normal work day labor hours, overtime labor hours (time-and-one-half), travel labor hours, equipment use, and all out-of-pocket travel expenses associated with labor.

OUR RESPONSIBILITIES INCLUDE:

1. Performance of the Scope of Work with management of the work functions to assure quality delivery in a timely and professional manner.
2. Coordinate all work with you to assure safety and minimal disruption at your site.
3. When our work is completed we, along with you or your representative, will jointly conduct a final inspection of our work. If there are any discrepancies with our work and the Scope of Work, we will work to correct them.
4. Unless otherwise indicated in this agreement we are not responsible for damage to: (i) any electrical (ii) plumbing (iii) landscaping/lawns (iv) unmarked water, irrigation, gas, cable, electrical lines, septic, or other utilities.

YOUR RESPONSIBILITIES INCLUDE:

1. Inform us of whom we should work with at your site to assure the proper coordination of our work.
2. Provide us with your protocols and regulations regarding working at your site, such as: parking, security procedures, emergency contacts, and other appropriate information.
3. Upon completion of our work, assure that you or your representative participates in our joint final inspection of our work.
4. Owner is responsible for location of structure and adjacent property issues.
5. Owner is responsible for electrical disconnects and connections as we are not licensed electricians. If you request electrical services to be completed through RJ Gorman Marine we have electricians that work with us and can perform the work. The work shall be invoiced on a cost plus 15% basis.
6. For customers with boat lift installations, the customer agrees not to perform initial lifting of boat without prior authorization of an RJ Gorman Marine manager. Proper placement of boat lift bunks is not guaranteed for initial lifting of vessel. Adjustments of bunks may be required to achieve proper alignment. If RJG representative is not present for initial lifting of vessel, the OWNER agrees to hold harmless RJG of any damages caused to the vessel or the lift.

TERMS AND CONDITIONS:

Accessibility: In order for us to perform the required services for you in a cost-effective manner and for the Price quoted in this Agreement, you agree to permit free and timely access to the necessary areas of your site to perform required services. All planned work under this Agreement will be performed during our normal working hours unless otherwise stipulated in this Agreement.

Taxes: You agree to be responsible for all applicable taxes on the services and/or materials used or provided in connection with the services to be provided under this Agreement.

Permits: Unless otherwise required by law, you agree to obtain and bear all costs incurred in connection with obtaining any necessary permits for the services provided pursuant to this Agreement. In addition, you agree to bear any costs required for professional fees, such as engineering.

Concealed Conditions: Concealed conditions, such as underground utilities, old pilings, rock, debris, stumps, etc., not readily apparent at the time of providing the Price quoted in this Agreement may cause us to incur additional costs, including without limitation additional materials and labor, which will be an extra charge (fixed price to be negotiated or on a time-and-materials basis at our rates then in effect) over the Agreement Price.

Extra Work: Unless otherwise stated elsewhere in this Agreement, this Agreement does not include repairs to any system(s), the provision or installation of materials outside the Scope of Work, or service calls requested by you. If requested, you will be charged for these services at our rates then in effect.

If you require any alteration to or deviation from this Agreement involving extra work, you agree that the cost of material and/or labor will be an extra charge (fixed price to be negotiated or on a time-and-material basis at our rates then in effect) over the Agreement Price.

Work Performed by Others: Unless otherwise stated elsewhere in this Agreement, we will not be responsible for work that is performed by anyone other than us. Therefore, you agree to permit only our personnel or agent(s) to perform the work included in the Scope of Work. Should anyone other than us perform such work, we may, at our option, terminate this Agreement and Warranty.

Hold Harmless: In the event that there is a claim, damage, loss, or expense that is caused in whole or in part by any active or passive act or omission by you, anyone directly or indirectly employed by you, or for anyone whose act you may be liable for, then, to the fullest extent permitted by law, you will defend, indemnify and hold harmless our representatives and us from and against these claims, damages, losses, and expenses including, but not limited to, attorneys' fees arising out of or resulting from the performance of our work under this Agreement.

Delays Outside Our Control: In the event that there is a delay, loss, damage, or detention caused by unavailability of equipment or materials, delay of carriers, strikes, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond our control, you agree that we will not be liable for this delay, loss, damage, or detention.

Limits of Liability: We guarantee that our performance of services under this Agreement will be in accordance with generally accepted practices for similar services. In case of any failure to perform our obligations under this Agreement, our liability is limited to correcting, repairing, or replacing, at our option, the deficient work. You acknowledge and agree that such correction, repair, or replacement shall be the sole remedy available to you and in no event will our liability exceed the total amount of compensation we receive for services rendered.

Site Damage: Reasonable measures will be taken to mitigate any physical damage to your site directly caused by us during performance of work covered by this agreement based off of information provided by you. Exclusions to this include: (i) damages to already damaged, weakened, or improperly constructed concrete/paver drives, walkways, pool decks, etc

Dispute Resolution: Should a dispute arise between you and us relating to this Agreement, or the making, performance or interpretation of the rights and obligations set forth herein, for reasons other than non-payment, either party may, upon written notice, seek binding relief through the procedure of the American Arbitration Association (AAA). Such arbitration shall take place in Bay County, Florida. A single arbitrator shall decide all disputes. Judgment may be entered upon the award in the highest state or federal court having jurisdiction over the matter. The decision of the arbitrator shall be binding on both parties, and any right to judicial action on any matter subject to arbitration hereunder is hereby waived, unless otherwise provided by applicable law, except suit to enforce the arbitration award or in the event arbitration is not available for any reason. The prevailing party shall recover all costs, including attorneys' fees, incurred as a result of the dispute. For purposes of this Agreement, a "prevailing party" shall be defined as a party that recovers at least 75% of its total claims or that is required to pay no more than 25% of the claims made against it. In the event of any dispute regarding non-payment by you, you hereby agree that we have an absolute right to seek

redress through Chapter 713, Florida Statutes (the "Lien Laws"), and that any lien(s) filed by us pursuant to the Lien Laws shall not be subject to arbitration.

We both agree that any action through arbitration relating to workmanship warranty must be commenced within one (1) year of the documented failure.

Attorney's Fees: In the event we must commence third-party collection or arbitration proceedings in order to recover any amount payable under this Agreement, you agree to reimburse us for all costs and attorneys' fees incurred as a result of said activities, including those fees/costs incurred on appeal and/or those fees/costs incurred to litigate the amount of fees/costs due us pursuant to this Section.

Limited Warranty: We warrant that our workmanship on all installations and repairs shall be performed in a good and workmanlike manner. For a period of one (1) year from installation we will repair any damages, as we determine, in our sole discretion, have been maintained or caused by us or our workmanship. This warranty shall not apply if contracted work is subject to abuse, misuse, or acts of nature including, but not limited to, flood, high winds, excessive rain, act of God, vandalism, improper use by any party other than us, etc. There is no warranty on used materials or components installed at customer request.

You acknowledge that we are NOT the manufacturer of the installed materials and equipment and that we make no representations or warranties as to the installed materials and equipment or their specifications, fitness for a particular purpose, performance or merchantability other than as set forth in the preceding paragraph. You agree to look solely to said manufacturer to remedy any alleged deficiency in the installed materials and equipment and damages related directly or indirectly thereto. We warrant that any parts repaired or replaced by us will be free from defects in workmanship and material for one (1) year. **WE HEREBY DISCLAIM ALL OTHER WARRANTIES ON THE MATERIALS FURNISHED UNDER THIS AGREEMENT, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

Changes: This Agreement shall not be subject to change or modification other than by a writing to which both parties are signatories.

Termination: In the event that you terminate or otherwise breach this Agreement ("Default"), you agree to pay: (i) all costs for the work performed in connection with this Agreement up to and including the date of termination; and (ii) all costs of any materials ordered by us in connection with this Agreement. Further, you hereby agree that any amounts due by you as a result of your Default shall be subject to a Claim of Lien pursuant to Chapter 713, Florida Statutes.

Notice: Notice to either party to this Agreement shall be sufficient if made to the respective address shown herein.

Severability: Any provision of this Agreement that in any way contravenes the law of any state or country in which this Agreement is effective will, to the extent the law is contravened, be considered separable and inapplicable and will not affect any other provision or provisions of this Agreement.

Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Electronically signed, faxed, and scanned & emailed signatures shall be treated as original and binding upon the signing party.

Governing Law; Venue: This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Further, in the event any dispute arises from this Agreement, the undersigned parties hereby agree that the venue for said dispute(s) shall lie exclusively in Bay County, Florida.

YOUR AND OUR ACCEPTANCE:

This Agreement will become effective only after acceptance as evidenced by the respective signatures of the parties' authorized representatives. This Agreement includes all of your and our obligations. No person has authority to make any claim, representation, promise or condition on our behalf that is not documented within this Agreement.

Authorized For:

Authorized For:

City of Apalachicola

RJ Gorman Marine Construction, LLC
Justin Gorman

Signature

Signature

Date

Date

Statement

DATE 4-3-20

TO Mill Pond

TERMS

PLACED WITH

Gragg And Son Construction LLC.
Chris Gragg cell 950-661-2449

Set 20-30 Foot 12" Butt
2.5 Marine treated pilings
\$20,000

Remove 5 pilings and put
them on land

\$3,950

Barge Fee

\$1,000

Total \$24,950

Scope of work:

Current price to set (20) twenty 30-foot long, 12" Butt, 2.5 Marine Treated pilings
And to remove between 5 and 10 broken pilings, including haul-off fees.

Larry Joe Colson, Inc.

A-1 Quality Docks & Boatlifts

Larry Joe & Georgette Colson

Apalachicola Office: 850-653-2098

The Dock Store 850-670-DOCKS(3625)

www.A1QualityDocksBoatliftsandSeawalls.com

www.A1QualityDocks.com

If you want piling wrap it will be \$1500.00 each for the 30' pilings and installed x 20 pilings =
\$30,000.00

OR

If you don't want piling wrap it will be \$1,400.00 each x 20-30' pilings = \$28,000.00

This can become a problem pulling broken or rotten huge pilings you havent gave the sizes my guess hopefully are 30' pilings and 12" diameter or less. They may break when we are pulling them, if they break under the mud...

THERE IS NOT MUCH ANYONE CAN DO BUT LEAVE THEM:((IF THEY BREAK ABOVE THE MUD WE WE MAY HAVE TO DIVE THE BROKEN ONES TO HOOK THEM UP AND CHAINSAW UNDER WATER, then again if they break when we are pulling this rotten pilings it may become a serious problem and we will have to leave them below the mud:((I JUST WANT TO LET YOU KNOW THIS IS THE ONLY WAY WE CAN TRY TO COMPLETE THIS TEAROUT AND IT MAY GET COSTLY TO US, SO I HAVE TO PUT IT IN THE BID:(

I WILL SAY \$1,000.00 for each Pilings to try to pull or cut at mud level if it breaks and cant get enough tied off to pull through that about 10 feet +of mud right there:(Load, Haul and Disposal fees

*However many pilings x \$1,000.00

Thank you for the opportunity to serve you. Have a bless day:))

**APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: June 2, 2020**

SUBJECT: Social Media Policy

AGENDA INFORMATION:

Agenda Location: New Business
Item Number: B
Department: Administration
Contact: Mayor Begos, Attorney Banks
Presenter: Mayor Begos, Attorney Banks

BRIEF SUMMARY: The City's social media accounts are important tools to reach citizens, but posts can also raise serious Public Records and Sunshine Law issues. This policy aims to make a clear distinction between City social media accounts and those of individual commissioners or staff.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To Approve the Social Media Policy and update as needed.

FUNDING SOURCE:

ATTACHMENTS: Policy, sample archiving estimate

STAFF'S COMMENTS AND RECOMMENDATIONS:

**APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: June 2, 2020**

SUBJECT: Social Media Policy

POLICY NO. _____ SOCIAL MEDIA POLICY

Section 1: It shall be the policy of the City of Apalachicola to use City social media accounts only to post meeting announcements, agendas, public health and safety notices or proclamations, and official, nonpartisan information from local, state, or federal agencies, counties, or municipalities. The only exception shall be the City Instagram account, which may be used to post nonpartisan pictures of events, people, and scenes that express the spirit of the city

Section 2: Online polls are not accessible to all citizens and have significant accuracy issues, since people from outside the city or state may participate. No poll or survey shall be posted to any City social media account without prior approval from the City Manager or with a majority vote from the City Commission.

Section 3: Nothing in this policy prohibits individual elected officials and staff from posting their own personal opinions or polls to their own social media accounts or blogs, or in traditional media such as newspapers, TV, radio, or video. However, Commissioners and staff should recognize that any social media or internet post can create serious Sunshine Law and Public Records archiving issues.

Section 4: Elected officials and staff should never comment, like, or dislike any social media or internet post on a state or local political topic from another elected Apalachicola official or staff member, as the courts may view such interactions as violations of the Sunshine Law.

ArchiveSocial Protects Agencies of All Sizes

| | | |
|---|--|---|
| Economy For smaller agencies or if you're getting started | Standard <small>MOST POPULAR</small> Full coverage for 90% of agencies | Premium For larger & more active agencies |
|---|--|---|

\$199/month
BILLED ANNUALLY

[BOOK A DEMO](#)

\$399/month
BILLED ANNUALLY

[BOOK A DEMO](#)

\$599/month
BILLED ANNUALLY

[BOOK A DEMO](#)

| | | | |
|-------------------|-----------|-----------|-----------|
| No Overage Fees | ✓ | ✓ | ✓ |
| New records/month | 1000 | 3000 | 5000 |
| Social accounts | 10 | Unlimited | Unlimited |
| Data storage | Unlimited | Unlimited | Unlimited |

**APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: June 2, 2020**

SUBJECT: Interim Library Director

AGENDA INFORMATION:

Agenda Location: New Business
Item Number: C
Department: Apalachicola Margaret Key Library
Contact: Mayor Kevin Begos
Presenter: Mayor Kevin Begos

BRIEF SUMMARY: Previous City Managers have explored library partnerships with Franklin County or the Wilderness Coast Cooperative, but those questions need more research. Retired MLS Librarian Caroline Kienzle has offered to be a f/t Interim Director at a very modest salary, which she would then donate back to the City. If we do not name a Library Director soon the City will lose about \$3000 per year in state aid. Ms. Kienzle's offer would save the City approximately \$60,000 per year and preserve local control and services.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To Approve Caroline Kienzle as Interim Library Director.

FUNDING SOURCE: N/A

ATTACHMENTS: Resume

STAFF'S COMMENTS AND RECOMMENDATIONS:

Caroline Kienzle

Carrie is a retired librarian. She has served in Texas as Director of Learning Resources, Irving ISD, 2003-2006; Director Library & Media Services, Irving ISD, 1996-2003; Lead Librarian, Coppell High School, 1994-96, Coppell ISD; Library Media Specialist, Carroll Elem., Carroll ISD, 1992-94; Library Media Specialist, Carroll MS, Carroll ISD, 1991-92. Her education is: Masters of Library & Information Science, University of North Texas, 1993; Bachelor of Arts, Double Major, History and Education, University of Rhode Island, 1972.

**APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: June 2, 2020**

SUBJECT: Farmer's Market Manager

AGENDA INFORMATION:

Agenda Location: New Business
Item Number: D
Department: Parks and Recreation
Contact: Mayor Kevin Begos
Presenter: Mayor Kevin Begos

BRIEF SUMMARY: Holly and Creighton Brown have done tremendous work in launching and growing the Mill Pond Farmers Market. They have retired so the city must name a replacement to keep the tradition going. Rose Griffin has applied for the position and has spoken to Holly about working together to ensure a successful transition.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To Approve Rose Griffin as Farmer's Market Director.

FUNDING SOURCE: N/A

ATTACHMENTS: Resume

STAFF'S COMMENTS AND RECOMMENDATIONS:

Farmers Market Proposal from Rose Griffin

May 12, 2020

Mayor Begos and Commissioners,

I am requesting consideration for the position of Apalachicola Farmers Market Manager.

My qualifications include skills in oral and written communications and marketing, which I use in my current position at the Chamber of Commerce. In that work I have the pleasure and experience of interacting with both locals and tourists from numerous backgrounds, which would be an asset for the Farmers Market position. I also ran a booth at the Orlando Flea Market for several years.

I am the owner of Bent Isn't Broken, a non profit organization, which has performed behind the scenes service for numerous needy families.

My children Trinity and Alex will serve as assets to my team. Trinity's degree in Professional Communications and experience in video hosting could greatly benefit the Farmers Market, and Alex currently studies Culinary Arts.

Alex has extensive knowledge in the fields of food preparation and business organization, with certifications in food safety, food purchasing, and storage.

All three of us recently completed a certification in hospitality and tourism management.

Here is my vision for the Farmers Market:

1. Maintain and honor the traditions and relationships that Holly and Creighton Brown built over the last five years, and seek their input on future direction.
2. Expand marketing efforts to the Hill community and Greater Apalachicola, so that more working families benefit from fresh produce and the

opportunity to sell local crafts. The recent work of Mr. John Alber to make SNAP available at the Market is an important development to build on.

3. Encourage the Commercial Fishing community to learn about and participate in Farmers Market events, including Aquaculture producers.
4. Help the Farmers Market partner with programs at Holy Family Senior Center, our school systems, and other local programs.
5. Continue and expand the use of social media to promote the Farmers Market and its vendors.

I would be glad to meet with or talk to any Commissioner about my ideas.

Thank you.

Rose Griffin

griffinrose@yahoo.com

**APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: June 2, 2020**

SUBJECT: Removal of former Mayor Johnson's name from City property

AGENDA INFORMATION:

Agenda Location: New Business
Item Number: E
Department: Administration
Contact:
Presenter: Walter Robinson

BRIEF SUMMARY: Cities, Counties, and States almost never name public buildings or property after elected officials who are still in office. In fact, many have an unwritten rule to only name public buildings after people who are deceased.

The City of Apalachicola still has people who died or were wounded while serving in the Armed Forces who have never been honored, along with many teachers, firefighters, and police officers who were never honored for their years of service.

The City of Apalachicola named three separate places after former Mayor Van Johnson while he was in office: City Hall, and the Splash Pad.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

Remove former Mayor Van Johnson's name from all public properties.

FUNDING SOURCE: N/A

ATTACHMENTS:

STAFF'S COMMENTS AND RECOMMENDATIONS: