

REGULAR MEETING
APALACHICOLA CITY COMMISSION
TUESDAY, SEPTEMBER 7, 2021 - 4PM
BATTERY PARK COMMUNITY CENTER
1 BAY AVE., APALACHICOLA, FLORIDA 32320

Agenda

You are welcome to comment on any matter under consideration by the Apalachicola City Commission when recognized to do so by the Mayor. Once recognized please rise to the podium, state your name for the record and adhere to the five minute time limit for public comment. Comments may also be sent by email to the City Manager or to Commissioners.

- I. Call to Order**
 - Invocation
 - Pledge of Allegiance

- II. Agenda Adoption**

- III. Unfinished Business**
 - 1. First Reading of Battery Park Ordinance 2021-03**

- IV. New Business**

- V. Public Comment**

- VI. Mayor and Commissioner Comments**
 - 1. See Mayor's Report Attached**

- VII. City Manager Communications**
 - 1. See City Manager's Report Attached**

- IIIX. Attorney Communications**
 - 1. See Attorney's Report Attached**

- IX. Finance Director Communications**
 - 1. See Finance Director's Report Attached**

- X. Consent Agenda**
 - A. Meeting Minutes Adoption – August 3, 2021 Special Meeting and August 3, 2021 Regular Meeting Minutes**

REGULAR MEETING
APALACHICOLA CITY COMMISSION
TUESDAY, SEPTEMBER 7, 2021 - 4PM
BATTERY PARK COMMUNITY CENTER
1 BAY AVE., APALACHICOLA, FLORIDA 32320

Agenda

- B. HCA Committee Vacancy**
- C. Chris Holley's contract**
- D. Approve expenditure to purchase dump trailer (\$12,474.50)**
- E. Accept the proposal by 2KWeb Group for Website**

XI. Department Reports

XII. Adjournment

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

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

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

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

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

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

SECTION 1: THE HARBORMASTER

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

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

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

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

SECTION 2: BATTERY PARK MARINA SLIP RENTALS

The following fees and rules are hereby imposed:

- (a) The applicable rental Fees and Charges are set forth as in the applicable annual City Budget available on the City’s website, incorporated herein by reference and as amended from time to time. In order to view the most up to date schedule of Fees and Charges please review those on file at City Hall or on the City’s website www.cityofapalachicola.com
- (b) Any dockage, launching, or permit fees shall be collected in advance and no refunds shall be issued. Slip holders may receive a 10% discount for paying their rent in full annually.
- (c) Marina tenants will be subject to eviction upon 60 days of non-payment on slip rental.

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

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

SECTION 3: BATTERY PARK BOAT RAMP FEES

- (a) The applicable boat launch Fees and Charges are set forth in the applicable City Budget and incorporated herein by reference see Section 2(a) above.
- (b) Those that have paid an annual fee will receive a decal to identify their trailer.

SECTION 4: OVERNIGHT RV RENTAL FEES

A nightly rate will be charged for self-contained campers who wish to stay at the Battery Park Marina as set forth in the City's Annual Budget and incorporated herein by reference. Campers must stay in designated areas as identified by the Battery Park Marina parking plan. No open fires or charcoal grills may be used on the campground due to wind conditions and the safety of vessels in marina and the docks. Campers are responsible for the removal of their trash.

SECTION 5: BATTERY PARK MARINA RULES AND REGULATIONS

The following rules and regulations are hereby imposed:

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

- (a) No major repairs of vessels shall take place on or near the Battery Park Marina, unless given express written authorization from the Harbormaster.
- (b) The Docking Facilities in the Battery Park Marina, including the entire border of the shoreline of Battery Park are hereby reserved only for recreational vessels and charter vessels.
- (c) The boarding docks of the launch shall not be used by commercial fishermen for loading or unloading of catches. Nothing in this section prevents a commercial fisherman from launching or recovering their vessel with catch on board.
- (d) The practice of "double docking," or "multiple docking," is hereby prohibited in Battery Park Marina. This practice is defined as one vessel tying up, docking, or berthing alongside another vessel which is already docked.
- (e) Should a vessel sink in the Marina, the owner shall take immediate action to cause the removal of the vessel within 24 hours of receiving notice of its sinking.
- (f) Any individual or groups damaging public or private property within the Marina, whether by negligence or accident, shall be fully responsible for any and all repairs to the damaged property, in addition to rules imposed by existing law. This includes damages caused by a lessee's vessel during a tropical storm or hurricane.
- (g) Pets may be brought into Battery Park Marina in accordance with local leash laws and under supervision of a responsible individual. Pets shall not be tethered and left unattended in the Marina. Pets may be kept aboard vessels or in vehicles when Humane Society Standards are adhered to. Pet owners are responsible for the removal and disposal of any waste generated by their pet. Failure to comply with this clause will result in a \$50 fine and/or sanctions imposed upon individuals or groups at the discretion of the Harbormaster.
- (h) All trash, garbage, or waste generated by persons lawfully using Battery Park Marina shall be disposed of in the appropriate receptacle on site. Dumping of large household items or other cumbersome materials not related to lawful use of the Marina shall be considered illegal dumping. Discharge or untreated sewage, oil, or petroleum products into the water is prohibited. All permanently installed sewage systems must meet current federal and state, regulations, or must be locked off while the vessel is docked. Oil spills shall be immediately reported directly to the Harbormaster and pursuant to U.S. Coast Guard Regulation. The cleaning and pumping of black water tanks into the water is prohibited.
- (i) The boat ramp and adjacent boarding docks are for loading and unloading of vessels only. Vessels shall launch and recover in a timely manner as to not impede other vessels from launching or recovering. No vessel shall tie up to the boarding docks adjacent to the boat ramp for more than 15 minutes at any time.
- (j) There shall be no fishing or cast netting within 20' of vessels in the marina. Individuals fishing or cast netting on the boarding docks shall yield right of way to vessels launching or recovering.
- (k) Fish carcasses are not to be disposed of in the marina, or on property of the marina.

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

- (l) Battery Park Marina is a designated an idle speed no wake zone.
- (m) Fireworks are not permitted to be launched or used upon Marina grounds.
- (n) Subject to any unplanned outages, Marina provides access to fresh water, but prohibits use of fresh water to cool air-conditioners and other equipment or to cool the skin of the vessel. Marina may disconnect Owner's water hose at the dock in Owner's absence and Marina will not be responsible for any consequences of such action. Owner agrees to use a shut-off nozzle to conserve water when washing their vessel.
- (o) All motor vehicles and vessels parked in the Marina must have a valid registration and be in operable condition. Slip holder trailers may not be stored on Marina property.
- (p) Violations of the above Rules and Regulations, disorder, degradation or indecorous conduct by Owner, his/her crew, shall be cause for prompt removal of the vessel in question and termination of any lease agreement at the discretion of the Marina.

SECTION 6: SEVERABILITY

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

SECTION 7: EFFECTIVE DATE

This Ordinance amending and replacing Ordinances No. 91-9 and 2001-03 is specifically set forth herein shall take effect on _____ in order to provide time for notice and compliance by all current Battery Park Marina tenants and users.

First Reading on :September 6, 2021

Second Reading and Adoption on :_____

ATTEST:

City Commission of the
City of Apalachicola, Florida

By: _____
Deborah Guillotte, City Clerk

By: _____
Brenda Ash, Mayor

APPROVED AS TO FORM:

By: _____
Daniel W. Hartman, City Attorney

Battery Park Marina		effective : 10/1/2021	
Monthly Slip Rental Fees			
Base Rate	Vessel Registered in Franklin County not exceeding 30 ft. in length	\$100.00	
Base Rate	Vessel NOT Registered in Franklin County not exceeding 30 ft. in length	\$175.00	
Length Surcharge	Each Additional Foot over 30 Ft. per month per foot charge	\$5.00	
Utility Connection	Optional per month charge	\$25.00	
Boat Launch Fees			
Franklin County Resident Fee		Free	
Non-Franklin County Resident Fee		\$10 daily \$125 annually	
Franklin County Charter Captain Fee		\$75 annually	
Non-Franklin County Charter Captain Fee		\$150 annually	
RV Overnight Camping Fees			
Overnight RV Camping Fee	Self Contained Recreational Vehicles Only. NO utility, water or sewage connections available. PER NIGHT	\$30	
Transient (Overnight) Slip Rental Fee			
Overnight Slip Rental Fee	Per Linear Foot per Night	\$2.00	
Live Aboard Rental Fees - All Live Aboards MUST VACATE THE MARINA WITHIN ONE YEAR FROM ADOPTION OF NEW BATTERY PARK MARINA ORDINANCE.			
Live Aboards		\$200 + Normal Slip Rental Fee	
Penalties / Fines / Fees			
	Penalty	Fine	
Return Check Fee		\$25.00	
1st Rule Violation	Written Warning Issued	\$100.00	
2nd Rule Violation	Final Notice	\$200.00	
3rd Rule Violation	Contract Termination	\$300.00	

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

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

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

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

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

SECTION 1: THE HARBORMASTER

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

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

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

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

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

SECTION 2: BATTERY PARK MARINA SLIP RENTALS

The following fees and rules are hereby imposed:

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

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

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

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

SECTION 3: BATTERY PARK BOAT RAMP FEES

- (a) The applicable boat launch Fees and Charges are set forth in the applicable City Budget and incorporated herein by reference see Section 2(a) above.
- (b) Those that have paid an annual fee will receive a decal to identify their trailer.

SECTION 4: OVERNIGHT RV RENTAL FEES

A nightly rate will be charged for self-contained campers who wish to stay at the Battery Park Marina as set forth in the City's Annual Budget and incorporated herein by reference. Campers

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

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

SECTION 5: BATTERY PARK MARINA RULES AND REGULATIONS

The following rules and regulations are hereby imposed:

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

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

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

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

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

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

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

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

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

(p) All motor vehicles and vessels parked in the Marina must have a valid registration and be in operable condition. Slip holder trailers may not be stored on Marina property.

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

SECTION 6: SEVERABILITY

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

SECTION 7: EFFECTIVE DATE

This Ordinance amending and replacing Ordinances No. 91-9 and 2001-03 is specifically set forth herein shall take effect on _____ in order to provide time for notice and compliance by all current Battery Park Marina tenants and users.

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

First Reading on :July 6, 2021

Second Reading and Adoption on :_____

ATTEST: City Commission of the
City of Apalachicola, Florida

By: _____
Deborah Guillotte, City Clerk

By: _____
Brenda Ash, Mayor

APPROVED AS TO FORM:

By: _____
Daniel W. Hartman, City Attorney

Battery Park Marina		effective : 10/1/2021		
Monthly Slip Rental Fees				
Base Rate	Vessel Registered in Franklin County not exceeding 30 ft. in length		\$100.00	
Base Rate	Vessel NOT Registered in Franklin County not exceeding 30 ft. in length		\$175.00	
Length Surcharge	Each Additional Foot over 30 Ft. per month per foot charge		\$5.00	
Utility Connection	Optional per month charge		\$25.00	
Boat Launch Fees				
Franklin County Resident Fee			Free	
Non-Franklin County Resident Fee			\$10 daily \$125 annually	
Franklin County Charter Captain Fee			\$75 annually	
Non-Franklin County Charter Captain Fee			\$150 annually	
RV Overnight Camping Fees				
Overnight RV Camping Fee	Self Contained Recreational Vehicles Only. NO utility, water or sewage connections available. PER NIGHT		\$30	
Transient (Overnight) Slip Rental Fee				
Overnight Slip Rental Fee	Per Linear Foot per Night		\$2.00	
Live Aboard Rental Fees - All Live Aboards MUST VACATE THE MARINA WITHIN ONE YEAR FROM ADOPTION OF NEW BATTERY PARK MARINA ORDINANCE.				
Live Aboards			\$200 + Normal Slip Rental Fee	
Penalties / Fines / Fees				
	Penalty		Fine	
Return Check Fee			\$25.00	
1st Rule Violation	Written Warning Issued		\$100.00	
2nd Rule Violation	Final Notice		\$200.00	
3rd Rule Violation	Contract Termination		\$300.00	

Mayor's Report

It's that time of the year. What time is it? It's **VOTEing Time!!!** Voting will be held **September 7th** at the National Guard Armory. Don't allow the single race to keep you home - **GO VOTE and take someone with you.**

Huge SHOUT OUT to Finance Director Leo Bebeau and the grant team that pulled together the massive undertaking of the CDBG-DR grant-\$5.2M award and all the other grants that are in the pike.

We were fortunate to have survived Tropical Storm Fred with very minimal disruptions. Our sister states, not so fortunate as Hurricane Ida wreaked havoc and devastation. I implore you to make donations to any of the reputable disaster relief agencies and continue to pray.

GET VACCINATED and MASK UP!! As the mask debate continues, please be respectful and considerate by displaying the following fundamental actions and attitudes: **We are to love our neighbor as we love ourselves. We are to treat others the way that we want to be treated.** Life. Liberty. Pursuit of happiness. We are all entitled and have rights. To the medical frontline personnel: Your courage and sacrifice are to be commended. Thank you! Thank you for caring for our community. To the grieving families: My condolences. May God grant you peace and comfort like only He can.

- **October meeting-Swearing In:** The swearing ceremony will be held at the October 5th meeting. The three (3) seats are Mayor, Commissioner Seat 3 and Commissioner Seat 4. I'm requesting that meeting time change from 6:00 pm to 5:45 pm. **(ACTION)**
- **Visioning Session:** As discussed in the August meeting, Keith Bowers has been contacted and is available to facilitate the 2nd visioning session during the last week of October (presentation can be found in the August packet). **(DISCUSSION-Date/Time selection)**
- **Representative Jason Shoaf-Legislative Appropriations:** Commissioners should submit ideas to Manager Wade for prioritizing and further discussion. Submit those on or before September 15th. A workshop will be held in October as submission deadline is in November. Also, please submit your ideas for the **TRIUMPH** grant. **(REQUEST & Discussion for Date/Time of workshop)**
 - Allotted 7 slots for his entire district
 - In the process of scheduling a community meeting- September 15th
- **State of Emergency – Fred:** Executed State of Emergency Proclamation, as did the State and FCBOCC. **(INFORMATION)**
- **Staff Communication Protocol:** In order to make sure that residents requests are handled timely, please use the following communication **protocol:**
 - **Requests/Work orders:** Submit all work orders to City Staff-Administration office only.
 - **Complaints/Concerns:** Submit all complaint and concerns to the City Staff-Administration office in writing. One of the Clerk's assistants will make sure

those are forwarded to the appropriate department. The assistant(s) will provide a response to the resident.

- **City Manager:** City Manager will respond in a timely manner but be advised it may not be the same day as his duties/responsibilities are vast. Please be patient and respectful.
 - **Response Time:** Allow 24-48 hours for non-emergency requests.
 - **Commissioners:** Feel free to continue to email/call your elected officials for advice and assistance.
-
- **Headstart:** Manager Wade and I met with Tim Center to discuss and to resolve the miscommunication issue that stems around the use of the building and the ongoing construction project. **(UPDATE)**
 - **6th Street Building:** A 6-month extension between the COA and Headstart will be executed.
 - **Classrooms:** In order to move forward, Headstart needs 4 rooms. The four exterior rooms are acceptable.
 - **Bathrooms:** There is a section on the backside of the existing bathrooms that will suffice for the construction of the children's bathroom. Adults will have access to the existing bathrooms.
 - **Lease Agreement:** Manager Wade and Director Tim Center will negotiate the lease, the lease amount based on space, and acceptable improvements.
 - **Plans:** The plans for improvements will be agreed upon by Manager Wade and Director Center.
 - Commissioners should be briefed on the process prior to permitting.
 - Permits will be issued
 - Construction will begin
 - **Bring Me a Book:** M. Watts, Director Center, Manager Wade, and Mayor Ash will meet later to discuss Bring Me a Book relocation, if necessary.

 - **City Partners:** Met with Josh Baxley of Dewberry and Chris Gouras of Gouras & Associates, and an impromptu meeting with TRIUMPH member Matt Terry.

City Manager Updates – September 7, 2021

Consent Orders: I had a call with FDEP who asked for a copy of the structural integrity report. The report recommends some expensive repairs that I would rather not undertake if we are going to demolish the headworks when we build a new Wastewater Treatment Plant. I engaged Dewberry to assist in responding to FDEP's concerns, and after a site visit to the WWTP a Dewberry Engineer drafted a letter that I sent to FDEP stating that it is their opinion that a new plant will prevent the need for the suggested repairs. I am still awaiting a response to this letter

Forbes Street: Jason White Construction has stated that they will begin the project during the week of September 13 through 17.

Trolley: There has been no progress on the trolley debacle.

Florida League of Cities Annual Conference: I attended the FLC Annual Conference from August 11 through August 14. I spent a lot of my time networking with other City Officials and learning about how they conduct business in their Cities. I attended an Ethics training class (coincidentally the instructor had previously been a witness in one of my Ethics Investigations), I also attended a course titled "Navigating the Council-Manager Relationship," among other courses. I felt like the time was well spent and I came away from the trip with new contacts that I have already reached out to for assistance and knowledge that has begun to help me already as well.

Denton Cove: I met with Gena Johnson, our contract Planner, who agreed to provide Code Enforcement Officer Joe Richey with instructions on how to perform regular inspections of the Denton Cove project site, including the storm water retention pond. Mr. Richey has been eager to assist in this matter and Gena has visited the site with him. In addition to regular inspections, he will perform inspections after events such as heavy rains and storms.

ATTORNEY REPORT

TO: City Commission, City of Apalachicola
FROM: Daniel W. Hartman, Esq.
DATE: September 2021
SUBJ: City Attorney Report for Commission Meeting

1. Addendum to Contract for Solid Waste Services

At the Commission meeting in August 2021 the Commission directed my office to prepare for their review a written addendum to the current contract with WastePro which reflected the extension terms negotiated and discussed at the meeting. A copy of this 3rd addendum is contained in the Agenda package. The addendum provides for a nine (9) month extension of the Current contract and a rate increase of 5% over that extended term. The current Contract expires on September 30, 2021.

The City's Solid Waste consultant (Kessler Consulting) advised that additional time was required to properly prepare, issue and evaluate bid documents and bid responses/proposals for Solid Waste services. A number of options were provided by WastePro related to length of extension and corresponding rate increase for the extension period. A shorter extension corresponding with a greater increase in rates. Through negotiation and consultation with consultants and staff it was agreed that a nine (9) month extension would provide the time necessary to ensure continuity of service at a reasonable rate.

This third Addendum will not be effective until approved by the City Commission and signed by both parties.

STATE OF FLORIDA
FRANKLIN COUNTY

CITY OF APALACHICOLA

THIRD AMENDMENT TO SOLID WASTE AGREEMENT

THIS THIRD AMENDMENT TO SOLID WASTE AGREEMENT (this "Amendment") is made and entered into as of September 7, 2021, by and between CITY OF APALACHICOLA, a Florida Municipality ("City"), and Waste Pro of Florida, Inc., a Florida corporation ("Waste Pro").

Recitals:

City and Waste Pro entered into that certain Solid Waste Agreement (Agreement) dated June 1, 2007 as amended on October 15, 2015 and on March 30, 2021 regarding the collection of solid waste within the City and the rates charged for the same. The City has provided Waste Pro with timely notice of request for extension pursuant to the terms of the Second Amendment to the Agreement. The City and Waste Pro have agreed to amend the Agreement in accordance with the terms and conditions hereof to provide for an extension to the term and increase in rates during the extension period.

Agreement:

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, City and Waste Pro, intending to be legally bound, do hereby covenant and agree as follows:

A. **Recitals.** The recitals set forth above are true and correct in all respects and form an integral part of this Amendment.

B. **Definitions.** Capitalized terms which are defined in the Agreement and which are not otherwise defined herein shall have the same meanings herein as are ascribed to such terms in the Agreement.

C. **Extension of Current Term.** Waste Pro and City hereby agree that the Current Term of the Agreement shall be extended through and including **June 30, 2022**.

D. **Rate Increase.** The current schedule of rates and charges for solid waste services shall be increased by **5%** during the extension period **September 30, 2021 through June 30, 2022**.

E. **Governing Law.** This Amendment shall be governed by and construed in accordance with the laws of the State of Florida.

F. Paragraph Headings. The paragraph headings herein have been inserted for convenience of reference only and shall in no way modify or restrict any of the terms or provisions hereof.

G. Ratification. The terms and provisions set forth in this Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Agreement. Except as revised herein, the Agreement remains unmodified. As modified herein, the Agreement is ratified and confirmed in all respects, and shall continue in full force and effect.

H. Multiple Counterparts. This Amendment may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

I. Electronic Signatures. Except as provided below in this Paragraph to the contrary, this Amendment and any additional amendments to the Agreement may be executed only by hand-signatures; however, such signatures may be transmitted by facsimile or email, and any such electronic transmissions of the signatures shall be deemed to constitute originals. Notwithstanding the foregoing, this Amendment and any additional amendments to the Agreement may be executed by any representative of Waste Pro using DocuSign or any similar technology. Except as expressly provided in this Section to the contrary, the Electronic Signatures in Global and National Commerce Act and any parallel, corresponding or similar state law or regulation shall not apply to the execution of this Amendment or any further amendment to the Agreement, and Waste Pro shall not be bound by any electronic signature.

{Remainder of Page Intentionally Left Blank}

IN WITNESS WHEREOF, the parties hereto have executed this Amendment by and through their respective duly authorized representatives as of the day and year first above written.

CITY OF APALACHICOLA:

Attest: _____
City Clerk

By: Brenda Ash
Its: Mayor

WASTE PRO OF FLORIDA, INC:

By:
Its:

Finance Director – Leo Bebeau

City Commission Meeting –August 3, 2021 – 4:00pm

1. *Comprehensive Plan Amendment*

The City has to complete the amendment to the comprehensive plan concerning the Vulnerability Analyses that were started in 2017-2018. This amendment did not proceed due to the administration changes and then, the food truck ordinance issues. This needs to be a high priority beginning in October. Additionally, there are new SLIP (Sea Level Impact Projection) analysis requirements effective 7/1/2021 that will be required on many of our projects moving forward.

2. *Fire Hydrants*

Board Action - Request to Award Installation of Fire Hydrants to North Florida Construction. \$74,000.00.

The City requested and obtained approval from the DEP to replace 30 fire hydrants in satisfaction of fines in the amount of \$63,400.00. Agreement requires hydrants be installed by 11/15/2021. In-kind projects require a project to be 150% or more than the fine to be satisfied or \$95,100.00.

Original estimates for the project included estimates:

Jason White Construction –	Installation -	\$52,500.00
Lanier Municipal Supply –	Hydrants -	\$48,750.00
	Total -	\$101,250.00

After rejecting all bids from the first RFP as they all exceeded the budgeted more than 225%, a new solicitation was issued. In both solicitations Jason White Construction failed to respond to either RFQ.

On the new solicitation – North Florida Construction is the low bidder. Their price is \$21,500 or 40.1%.

New Project Price - \$122.750.00

3. Grants Update

- a. Leslie Street appeal has been filed with the FDEM. I believe the appeal successfully refutes every point which FEMA used to make the claim ineligible for funding from FEMA for Hurricane Sally. FDEM has until 10/30 to reply.
- b. CDBG-DR Infrastructure – Avenues Stormwater Grant on Track. Scope develop for RFP for Engineering Firms for this \$3.6 million project underway. Kick-Off Meeting Postponed twice.
- c. CDBG-DR Hometown Revitalization – Completed Kick-off Meeting for both projects. Documents should be forthcoming.
- d. HMGP Emergency Generators – Documents should be forthcoming.
- e. HMGP Market Street Vacuum Station – Documents should be forthcoming. Completed demolition of Market Street Pumping Station.
- f. HMGP Stormwater – Modifications vary too much from original scope No determination has been made concerning acceptance of modifications. Appeal will be filed.
- g. Cotton Warehouse has cleared Tribal documentation. Initial questions to modify scope have been answered. NPS responded that all references to certain modern finishes had to be removed, i.e. rubber baseboards. Contract documents should arrive soon. RFQ for a Historical Architect needs to be developed and published. HCA - Letters of notification to interested Native American tribes have not had response. The Tribes have 30 days to respond. Cindy Clark has confirmed there are no current outstanding issues with the City of Apalachicola projects. New roof leak has been found in the building which City staff is addressing.
- h. Avenue G project is nearing completion Report of Activities under the Stormwater System Maintenance Plan by January 31, 2022. Reports are required for two additional subsequent years. Forms are being generated to provide notice to Public Works of the work required and reported to be provided to the Finance Department so that the report may be compiled.
- i. Michael FEMA Projects – Finance Director must file a quarterly report that indicated little or no progress on many funded claims.
 - i. **Lafayette Park and Pier is getting close. FEMA has requested documentation on communication and certain approvals or permits from the Corps of Engineers. Finding documents are critical.**
 - ii. Dewberry working on documentation for Scopes on Bodiford Park and the Mill Pond Mooring Basin.
 - iii. Battery Park V Pier has sparked interest at FEMA even though there has been no determination form NFWS concerning the habitat of the endangered sawfish. Three pages of questions have been answered.
 - iv. Plans for completing the Lafayette Park Pier Pavilion are progressing.

4. Community Center

The City has approximately \$22,818 from FEMA, \$3,803 from the State of Florida and \$30,160 from insurance proceeds for replacement of the roof. Total project cost from low bidder is \$78,201. Shortfall - \$21,420. FEMA may elect to adjust budget and reimburse 75% of this difference upon project completion and documentation submission. **Board Action** – Commission to authorize contract with Lewis Roofing, low bidder after two solicitations, to replace Community Center Roof. FEMA has acknowledged that 75% of the \$21,420 shortfall may be reimbursed by FEMA, however, the reimbursement is not guaranteed.

5. DEP Grant Applications – September 1, 2021

Two applications were filed with the DEP in the latest cycle.

Grant #1 focuses on the need to update the Vulnerability Analysis Report with requirements of the Florida Peril of Flood State. Additional Phases provide for expansion of pervious parking.

Grant #2 is an application for the WWTP totaling \$14.5 million. This grant application also include the report requirements from Grant #1 in the event that the City receives the either of these grants.

6. New DEP Grant Application

New DEP Grant Application for Grant for Maintenance, Cleaning and Repair of the EQ Tank and SBR Tank at the Wastewater Treatment Plant. 100% funding of \$119,375.00. **Board Action** – Direct Staff to make application for this 100% Grant.

7. Lafayette Park Lighting

Marie Marshall has put this on hold the environmentally friendly fixtures that the Adopt-a-Park Lafayette committee selected as the fixtures are very modern. A new solution is being researched. City Manager and Finance Director have agreed to give them a deadline of Friday, 9/17/2021 to propose alternative or the City want to proceed with completion of the refurbishment project for which we have FEMA funds. This project will convert the fixtures to LED and replace the missing and damaged globes.

8. Disaster Recovery Refuse Removal

From publication by FEMA, City has received bids for Storm Refuse Removal and Monitoring. The scores for these bids will be compiled this week and board approval of new contract will be at the October 2 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 14, 2021

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

Re: In-Kind Project Approval Letter; Apalachicola Water System; PWS ID No. 1190150;
OGC File No. 11-1557C; Franklin County

Dear Mayor Begos:

This letter is concerning Apalachicola Water System's third in-kind project proposal dated April 12, 2021, which was submitted to the Department in accordance with the second executed amended Consent Order ("CO") OGC File No. 11-1557C, issued on July 13, 2020.

The City elected to pursue an in-kind project to off-set the civil penalties in the CO. The proposed capital improvement project with the replacement of thirty (30) fire hydrants is hereby approved.

The in-kind project must be completed within 180 days of this approval letter. During the implementation of the in-kind project, the City shall place appropriate sign(s) at the project site indicating that the City's involvement with the project is the result of a Department enforcement action.

Please notify the Department within 15 days of completing the in-kind project and include supporting information verifying that the project was completed in accordance with the approved proposal. Also, submit supporting documentation showing the actual costs incurred to complete the project and photographs of the project.

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
District Director
Northwest District

EMO/ab

Enclosure: Third In-Kind Project Proposal

c: Travis Wade, City of Apalachicola (twade@cityofapalachicola.com)
Lea Crandall, Florida DEP (lea.crandall@dep.state.fl.us)

CITY OF APALACHICOLA

192 Coach Wagoner Boulevard • Apalachicola, Florida 32320 • 850-653-9319 • Fax 850-653-2205
www.cityofapalachicola.com

Mayor
Kevin Begos

April 12, 2021

Commissioners
Brenda Ash
Adriane Elliott
Despina George
Anita Grove

Ms. Dana Vestal, Environmental Manager - Potable Water
Florida Department of Environmental Protection
Re: Proposal for In-Kind Project, PWS ID No. 1190150; OGC File No. 11-1557C; Franklin County

City Manager
Travis Wade

Ms. Vestal:

City Clerk
Deborah Guillotte, CMC

The City proposes using the replacement of thirty (30) fire hydrants within the City, at a total cost of \$101,250, as an in-kind project to offset the City's fines in the above-referenced matter.

City Attorney
Kristy Branch Banks

Schedule of Benefits:

- The Series 2780 Nostalgic style dry barrel fire hydrants are certified to meet all the requirements of the Safe Drinking Water Act.
- Although replacing the fire hydrants is not necessary to perform the directional flushing plan that has been adopted by the City to reduce the total trihalomethanes (TTHM) in the public water supply, the new hydrants will increase the efficiency the flushing.
- Many of the fire hydrants in the City are very old and in need of replacement. A faulty fire hydrant could contribute to the loss of homes, businesses, and/or lives.
- This capital improvement project will help lower the City's ISO score, thereby lowering the insurance premiums for the citizens.

Schedule for Implementation:

The replacement project could begin within two months of approval by the Department of Environmental Protection, and pending compliance with the City's procurement policies.

Documentation of Costs:

See attached quotes for products and labor.

Thank you for your consideration in this matter,

A handwritten signature in black ink, appearing to read 'Travis Wade', with a large, stylized flourish extending to the right.

Travis Wade
City Manager



LANIER MUNICIPAL SUPPLY CO., INC.
 6998 HWY 77
 SOUTHPORT, FL 32409
 850-769-7006

Quotation

Quote #	
002-02002069	
Date	Expire Date
04/06/2021	05/06/2021

Bill To: APAL100
 CITY OF APALACHICOLA
 192 COACH WAGONER BLVD

Ship To: 01
 CITY OF APALACHICOLA
 1 AVENUE EAST

APALACHICOLA, FL 32320

APALACHICOLA, FL 32320

Project Name		Terms	Ship Via/Freight		Contact	
QUOTE		(C) NET 30 DAYS	LMSC TRUCK / FULL FREIGHT ALLOWED		RHETT	
Line	Item #	Description	Quantity	U/M	Unit Price	Ext Price
1	HYD-AVK-03.00-R-SST	HYD. AVK 27/80, 3.0B, RD, 6M, 3W, OL	30	EA	1,625.000	48,750.000

Material Total:	\$48,750.00
Sales Tax (0.000%) :	\$0.00
Total:	\$48,750.00

This takeoff represents our best interpretation of the plans provided to us and is only meant as a bidding aid to you. Pricing on this quote is good for orders placed within thirty days from date of the original quote and must be shipped complete within 60 days. Returns from this job must be in resaleable condition in order to receive credit. Special order items are non-returnable or could be subject to restocking fees from manufacturer.

Approved by
HOUSE-PANAMA CITY

Jason White Construction, LLC

PO Box 385 / 43 Island Dr.
 Eastpoint, FL 32328

Phone #: 850-670-3500 marcia@jasonwhiteconstruction.com
 Fax #:

Estimate

Date	Estimate #
4/9/2021	2905

Name / Address
City of Apalachicola Attn Travis twade@cityofapalachicola.com

Project

Description	Qty	U/M	Rate	Total
Attn: Travis Wade Quote : Mobilize, Remove and Replace 30 Fire Hydrants Labor Only All Material Supplied by City of Apalachicola	30		1,750.00	52,500.00
Thank you for The Opportunity To Bid !			Total	\$52,500.00

Vestal, Dana

From: Travis Wade <twade@cityofapalachicola.com>
Sent: Monday, April 12, 2021 11:12 AM
To: McGraw, Krista
Cc: Rasnake, Erin; Vestal, Dana; Orr, Elizabeth; Fuller, James Michael; Kevin Begos; Leo Bebeau
Subject: Re: Apalachicola - in-kind question
Attachments: in-Kind application.pdf

Please see the attached letter requesting approval for the in-kind purchase and installation of thirty (30) fire hydrants to offset the City's \$63,400 fine, along with quotes for parts and labor.
Thank you for your assistance with this matter!

--
Travis Wade
City Manager
City of Apalachicola, Florida
192 Coach Wagoner Boulevard
Apalachicola, Florida 32320
(850) 653-9319



Tammy Owens <cityofapalachicola@gmail.com>

Fwd: Subsidy Device Unlock Request

1 message

Tammy Owens <tammyowens37@gmail.com>
To: Tammy Owens <cityofapalachicola@gmail.com>

Fri, Sep 3, 2021 at 1:08 PM

----- Forwarded message -----

From: <OKCQSUBUN@att.com>
Date: Fri, Sep 3, 2021 at 11:58 AM
Subject: Subsidy Device Unlock Request
To:

Thank you for contacting AT&T Customer Care about unlocking your AT&T Mobile device:

CASE: CM20210903_150764360
IMEI: 356449106401903
UNLOCK CODE: No Unlock Code Needed

We have reviewed your request and confirmed that the device may be unlocked. Please follow the unlock instructions below to unlock your device. Please allow 24 hours upon receipt of this notification to complete the unlock process.

What you'll need to complete the Unlock:

- SIM Card from AT&T or another Carrier

Using a Non-AT&T SIM Card

1. Remove your SIM card.
2. Insert the new SIM card.
3. Complete the setup process.

Using an AT&T SIM Card

1. Back up your iPhone. (Tip: How to back up your phone)
2. When you have a backup, erase your iPhone. (Tip: How to erase your phone)
3. Restore your iPhone from the backup you just made. (Tip: How to restore your phone)

Thank you for your business. For other questions about our AT&T wireless service or other Mobile devices, please visit att.com

Sincerely,
AT&T Customer Care Team
DO NOT REPLY TO THIS MESSAGE. All replies are automatically deleted

This e-mail and any files transmitted with it are the property of AT&T and are confidential, and are intended solely for the use of the individual or entity to which this e-mail is addressed. If you are not one of the named recipient(s) or otherwise have reason to believe that you have received this message in error, please notify the sender at (1-800-331-0500) and delete this message immediately from your computer. Any other use, retention, dissemination, forwarding, printing, or copying of this e-mail is strictly prohibited.

**CITY OF APALACHICOLA
FIRE HYDRANTS AND EXTENSIONS
BID NUMBER: 2021 08
PROPOSAL FORM**

TO: CITY OF APALACHICOLA

DATE: 8/12/2021

GENTLEMEN:

IN ACCORDANCE WITH YOUR REQUEST FOR BIDS, INSTRUCTIONS AND SPECIFICATIONS, ATTACHED HERETO, AND SUBJECT TO ALL CONDITIONS THEREOF, I (WE), THE UNDERSIGNED, HEREBY PROPOSE AND AGREE IF THIS PROPOSAL IS ACCEPTED, TO CONTRACT WITH THE CITY OF APALACHICOLA TO FURNISH ANY ITEMS OR SERVICE REQUESTED HEREIN AND DELIVER SAME WITHOUT ADDITIONAL COST TO THE CITY OF APALACHICOLA AT THE SPECIFIED LOCATION FOR THE BID(S) LISTED BELOW.

THE UNDERSIGNED FURTHER DECLARES THAT HE HAS CAREFULLY EXAMINED THE SPECIFICATIONS AND IS THOROUGHLY FAMILIAR WITH THEM AND THEIR PROVISION. HE FURTHER DECLARES THAT NO OTHER PERSON OTHER THAN THE BIDDER HEREIN NAMED HAS ANY INTEREST IN THIS PROPOSAL OR IN THE CONNECTION WITH ANY OTHER PERSON(S) MAKING PROPOSAL FOR THE SAME ARTICLES, AND IT IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION AND FRAUD.

CONTRACT DURATION: July 15, 2021 through October 15, 2021. All work must be completed by October 15, 2021,

FAILURE TO PROVIDE ALL OF THE FOLLOWING INFORMATION MAY RESULT IN AUTOMATIC REJECTION OF BID.

EXCEPTIONS: YES _____ NO X

(EXCEPTIONS INCLUDE THE WHOLE BID DOCUMENT, OUR SPECIFICATIONS, INSTRUCTIONS TO BIDDERS AND GENERAL PROVISIONS).

QUANTITIES CITED ARE SUBJECT TO MODIFICATION
INITIAL CONTRACT WILL BE FOR MINIMUM QUANTITY OF 30 INSTALLATIONS

ITEM A1 – REMOVE/INSTALL FIRE HYDRANTS, 36” BURY - QUANTITY – 30

PRICE EACH - \$ 2,500.00 /EA TOTAL PRICE - \$ 75,000.00

TOTAL PRICE TO BE DEPENDENT ON UNIT PRICES FOR REMOVAL AND
INSTALLATION OF 30 FIRE HYDRANTS

ITEM A2 – REMOVE/INSTALL FIRE HYDRANTS, 36” BURY - QUANTITY – 10

PRICE EACH - \$ 2,500.00 /EA TOTAL PRICE - \$ 25,000.00

TOTAL PRICE TO BE DEPENDENT ON UNIT PRICES FOR REMOVAL AND
INSTALLATION OF 10 FIRE HYDRANTS

OPTION 1: THE CITY HAS BEEN UNABLE TO DETERMINE IF THE 36” BURY FIRE
HYDRANT WILL REACH TO THE DEPTH OF ALL INSTALLATIONS. FIRE HYDRANT
EXTENSIONS WILL BE PROVIDED BY THE CITY. THIS PRICE WILL BE ADDED TO
THE PRICE FOR EACH FIRE HYDRANT INSTALLATION FOR WHICH AN EXTENSION
IS REQUIRED.

12” (1 EA) \$ 500.00 /EA

18” (1 EA) \$ 500.00 /EA

QUANTITIES CITED ARE SUBJECT TO MODIFICATION

INITIAL CONTRACT WILL BE FOR MINIMUM QUANTITY OF 30 INSTALLATIONS

ITEM A1 – REMOVE/INSTALL FIRE HYDRANTS, 36" BURY - QUANTITY – 30

PRICE EACH - \$ 2,500.00 /EA

TOTAL PRICE - \$ 75,000.00

Less: \$1000 - \$74,000.00

TOTAL PRICE TO BE DEPENDENT ON UNIT PRICES FOR REMOVAL AND INSTALLATION OF 30 FIRE HYDRANTS

ITEM A2 – REMOVE/INSTALL FIRE HYDRANTS, 36" BURY - QUANTITY – 10

PRICE EACH - \$ 2,500.00 /EA

TOTAL PRICE - \$ 25,000.00

TOTAL PRICE TO BE DEPENDENT ON UNIT PRICES FOR REMOVAL AND INSTALLATION OF 10 FIRE HYDRANTS

OPTION 1: THE CITY HAS BEEN UNABLE TO DETERMINE IF THE 36" BURY FIRE HYDRANT WILL REACH TO THE DEPTH OF ALL INSTALLATIONS. FIRE HYDRANT EXTENSIONS WILL BE PROVIDED BY THE CITY. THIS PRICE WILL BE ADDED TO THE PRICE FOR EACH FIRE HYDRANT INSTALLATION FOR WHICH AN EXTENSION IS REQUIRED.

12" (1 EA) \$ 500.00 /EA

18" (1 EA) \$ 500.00 /EA

NFC is also responsible for replacement of any curb or street repair which must be done to access hydrant connection.

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

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

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

CALL TO ORDER

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

AGENDA ADOPTION

Commissioner Adriane Elliott made a motion to amend the Agenda adding the discussion and approval Library Director to the Agenda. Commissioner Despina George seconded and the motion carried 5-0.

PUBLIC HEARING

1. ORDINANCE 2021-02 – FENCE ORDINANCE – PUBLIC HEARING AND SECOND READING

Attorney Dan Hartman read Ordinance 2021-02 by title as follows:

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

Mayor Ash opened the floor for public comment.

The following items were discussed: 1) Following the Historic guidelines and citizens equal rights; 2) Approvals of the Ordinance as is; 3) Maintenance and painting of fences and the consistency of same; 4) Staff be totally clear on what can and cannot be constructed, and to adopt as is and revisit if there are issues; 5) Disapproval of the 4 feet fence height for the front yard, and strict enforcement of the visibility section - vegetation, growth and fences on properties; 6) Construction material should be consistent and uniform.

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

UNFINISHED BUSINESS

1. FENCE ORDINANCE (2021-02) - SECOND READING ADOPTION

Attorney Hartman read Ordinance 2021-02 by title:

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

Commissioner George made a motion to adopt the Fence Ordinance 2021-02. Commissioner Anita Grove seconded and the motion carried 4-1. Opposed: Commissioner Elliott

UNFINISHED BUSINESS

2. BATTERY PARK ORDINANCE (2021-03) - FIRST READING

Attorney Hartman read Ordinance 2021-03 by title:

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

Commissioner Elliott reviewed some minor changes, which include: live-aboards, penalties and fines, trailer storage, and fee schedule, which includes boat launch fees. The Fee Schedule will be included in the final Budget Ordinance.

Commissioner Elliott made a motion to approve and proceed with the advertising for second reading of Ordinance 2021-03. Interim Commissioner Tammie Ray-Hutchinson seconded and the motion carried

UNFINISHED BUSINESS

3. GOURAS AND ASSOCIATES CONTRACT

Manager Travis Wade stated that Gouras and Associates is a contract service that the City uses to apply for Community Development Block Grants (CDBG) applications.

Commissioner Elliott made a motion to approve the Gouras Associates Contract. Commissioner George seconded and the motion carried 5-0.

UNFINISHED BUSINESS

4. SENIOR MANAGEMENT RETIREMENT (LEO AND NADINE)

City Manager Wade stated that no notices against the Senior Management Retirement Plan for Leo Bebeau and Nadine Kahn were received.

Commissioner Grove made a motion to approve the Senior Management Retirement Plan for Leo Bebeau and Nadine Kahn. Commissioner George seconded and the motion carried 5-0.

NEW BUSINESS

1. RESCIND RESOLUTIONS 2015-16 AND 2017-04 (SQUARES RESOLUTIONS)

Commissioner Elliott reviewed issues in reference to the above Ordinances (City Squares), and it was decided to schedule a workshop for further discussion. Manager Wade will handle the scheduling of this workshop.

NEW BUSINESS

2. HISTORY, CULTURE and ARTS (HCA) APPLICATION FOR FLORIDA HUMANITIES GRANT

Commissioner Grove made a motion to approve that HCA apply for Application for the Florida Humanities Grant not to exceed \$25,000. Commissioner George seconded with discussion.

Commissioner Grove amended the motion to approve that HCA apply for Grant and that the City will be administering Grant for the Florida Humanities Grant, not to exceed \$25,000. Commissioner George seconded and the motion carried 5-0.

PUBLIC COMMENT

Public comments consisted of: Mask requirements; Land Development Comp Plan (LDC) and current City Commission needs to be updated on website.

MAYOR AND COMMISSIONER COMMENTS

Mayor's Report – See Attachment "A"

1. September Regular Commission Meeting: Commissioner Elliott and one other staff will consist of the Canvassing Board – staff member to be determined.

Commissioner Elliott made a motion to re-schedule the time for the Regular City Commission meeting to 4pm on September 7, 2021. Interim Commissioner Ray-Hutchinson seconded and the motion carried 5-0.

2. **Visioning Session:** Mayor Ash will contact Mr. Bowers with another date since the City already has two meetings that week.

3. **Legislative Appropriation:** Mayor Ash stated that Commission ideas are due for submission by September 31st to Manager Wade.

4. **Covid-19 Delta:** – Attorney Hartman stated with the Governor’s Executive Order, the City can strongly recommend that masks be worn in businesses, and the City offices and buildings.

Commissioners Reports

1. **Commissioner Grove’s Report** – See Attachment “B”

CITY MANAGER COMMUNICATIONS

City Manager’s Report – Attachment “C”

- Manager Wade stated that the Library Board interviewed and recommended Lucy Carter as the new Library Director. Manager Wade introduced the newly hired Library Director, Lucy Carter and she thanked everyone for their support. In response to a question by Commissioner George, Finance Director Leo Bebeau stated the City has the finances for this position.

Updates were given on the following in response to questions by the Commission: 1) Drinking Water Filter System; 2) Garbage Service Contract; 3) Denton Cove Issues; 4) Dumpster Relocation; 5) Fire Hydrant Replacement; 6) Commerce Street Dumpster Replacement; and 7) Workforce Housing.

FINANCE DIRECTOR LEO BEBEAU COMMUNICATIONS

Finance Director’s Report – Attached “D”

1) Holy Family – Authorization for Water Proofing Holy Family Building

Commissioner George made a motion to authorize funding for the Water Proofing of the Holy Family building in the amount of \$177,200. Commissioner Grove seconded and the motion carried 5-0.

3) CRA Funding

Commissioner George made a motion to authorize Finance Director Bebeau to enter into negotiations for a new Inter-local Agreement for the CRA with the Franklin County BOCC. Commissioner Elliott seconded and the motion carried 5-0.

4. **Grants Update – Leslie Street** – No Board action made, just informed commission that this grant application was not being made. The CDBG Infrastructure project will not be moving forward at this time.

9) **Disaster Recovery Refuse Removal** – Finance Director Bebeau stated that the City will not be piggy-backing with the County, but will use the Disaster Recovery Refuse Removal Company that Franklin County uses.

ATTORNEY HARTMAN COMMUNICATIONS

1) **Garbage contract discussed** – Attorney Hartman gave a brief review. This item will be placed on the September Agenda.

2) **Height Restriction** – Attorney Hartman gave a brief update on the different variety of options for the height restriction change.

CONSENT AGENDA

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

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

DEPARTMENT REPORTS

ADJOURNMENT

Commissioner George made a motion to adjourn the meeting. Commissioner Elliott seconded and the motion carried 5-0.

Brenda Ash, Mayor

Deborah Guillotte, City Clerk

Mayor's Report

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

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

Commissioner Grove Report Interactions with and requests to city staff

July

Met with Manger Wade and Finance Director Bebeau on multiple issues via phone and in person in July.
Topics included:

- Improving communication and documentation with property owners and contractors on placing landscaping, driveways and sprinklers in the right-of-way. Discussed possible changes to permit docs to further clarify communications.
- Status report on DEP Consent Order projects and fire hydrant project.
- Downtown: Resolve dumpster issues in city parking lot on Commerce Street. Removal of outdated signage. Retrieval of TDC kiosk from the corner of D and Market. City bathroom issues. Full garbage cans on Market Street.
- Denton Cove issues with runoff into ditch on 17th Street and road behind school building.
- Quote for repairs to the electric at Mill Pond. Oyster shells needed to fill in large ruts on back road. Discussion about Harbor Master's building repairs and repair of finger dock at Mill pond boat ramp.
- Requested a workshop for the commission to discuss Triumph grant and how we can move forward on some of these projects.
- Requested bleaches and trash can for 6th Street tennis courts.
- Stormwater drains on 14 and 15th streets.
- Status of repairs to Leslie and Paton Streets infrastructure.
- Status of pending CDBG projects and potential staffing needs to manage grant projects.

Apalachicola City Commission Regular Meeting August 3, 2021**City Manager Updates:**

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

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

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

Finance Director – Leo Bebeau for City Commission Meeting –August 3, 2021 – 6:00pm

1. Holy Family

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

2. Continuing Engineering Services

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

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

3. CRA Funding

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

4. Grants Update

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

5. Community Center

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

6. DEP Grant Application

Grant application submitted.

7. Project Impact

Grant application submitted.

8. Lafayette Park Lighting

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

9. Disaster Recovery Refuse Removal

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

MINUTES OF THE SPECIAL MEETING OF THE APALACHICOLA CITY COMMISSION HELD
TUESDAY, AUGUST 3, 2021, 5:30 PM AT THE APALACHICOLA COMMUNITY CENTER.

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

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

CALL TO ORDER

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

Finance Director Leo Bebeau read Resolution 2021-10 in its entirety:

Commissioner Despina George made a motion to adopt Resolution 2021-10 to tentatively adopt FY 2021/2022 Millage and set a tentative budget hearing for September 8, 2021, at 5:00pm. Commissioner Anita Grove seconded and the motion carried 4-1. Opposed: Commissioner Adriane Elliott

Commissioner Adriane Elliott stated her concern of the tentative millage rate and asked that we decrease to 9.3 mills.

ADJOURNMENT

Commissioner George made a motion to adjourn. Commissioner Elliott seconded and the motion carried 5-0.

Brenda Ash, Mayor

Deborah Guillotte, City Clerk

**APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: April 6, 2021**

SUBJECT: HCA Committee Assignment

AGENDA INFORMATION:

Agenda Location: City Manager Communications
Item Number: B
Presenter: Manager Wade

BRIEF SUMMARY: The City has an opening on the Library Committee for an alternate member.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

Request approval for a new alternate member for the Library Committee.

FUNDING SOURCE: n/a

ATTACHMENTS: Candidate forms

STAFF'S COMMENTS AND RECOMMENDATIONS:

BOARD/COMMITTEE CANDIDATE QUESTIONNAIRE

REQUESTED BOARD/COMMITTEE APPOINTMENT HCA

APPLICATION DATE 8/23/21

DATE APPOINTED _____

NAME: Merrill S Livingston
MAILING ADDRESS: 12 Ellis Van Vleet St
PHYSICAL ADDRESS: "
CELL#: 912 660-6795 HOME#: Y
EMAIL: Merrill.livingston@gmail.com
PLACE OF EMPLOYMENT: ABC School
WORK#: 850-653-1222

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

2. WHY ARE YOU INTERESTED IN SERVING ON THIS BOARD/COMMITTEE?
Was previous Director of HCA and would like to continue to be involved.

3. WHAT DO YOU FEEL YOU CAN CONTRIBUTE BY SERVING ON BOARD/COMMITTEE?
Expertise of the Director position, connections made while being Director. Assisting/guiding current director

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

5. HAVE YOU ATTENDED ANY CITY MEETINGS? IF SO, WHICH ONES?
No Yes, tree preservation meeting several years ago.
HCA Board meetings since 2018

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

Yes

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

Yes

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

Yes

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

Yes

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

No

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

Yes

SIGNATURE

Merrill S. Livingston

PRINTED NAME

**APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date:**

SUBJECT: H2 Solutions (Chris Holley) contract

AGENDA INFORMATION:

Agenda Location:	Consent Agenda
Item Number:	C
Department:	Administrative
Contact:	Travis Wade
Presenter:	Travis Wade

BRIEF SUMMARY: Review and consider renewing the contract with H2 Solutions for one year.

RECOMMENDED MOTION AND REQUESTED ACTIONS: Recommend Approval

FUNDING SOURCE:

ATTACHMENTS: H2 Solutions contract

STAFF'S COMMENTS AND RECOMMENDATIONS:

AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
City of Apalachicola, Florida
AND
H² Solutions, LLC

THIS AGREEMENT is made this the 1st day of October 2021, by and between City of Apalachicola, Florida (hereinafter referred to as the "City" or "City of Apalachicola") and H² Solutions, LLC, the Contractor.

WHEREAS, H² Solutions, LLC is duly experienced in the field of Florida government administration, management and finance; and

WHEREAS, in the judgment of City of Apalachicola, it is necessary and desirable to employ the services of H² Solutions, LLC.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

PART I - SPECIAL PROVISIONS

SERVICES TO BE PROVIDED: H² Solutions, LLC shall consult, advise and/or assist the City in managing and administering the policies of the City Commission on an interim basis, including but not limited to:

- Assisting City of Apalachicola in the development of management strategies; and
- As directed by the City Manager or his designees as identified in writing, assisting City of Apalachicola with development of strategies regarding regulatory issues, administrative agencies, or other issues which may arise during the course of this Agreement;
- Attending other meetings and conferences, and participating in telephone conference calls and webinars, in furtherance of the H² Solutions, LLC's duties under this Agreement, as needed or as requested by City of Apalachicola;
- Filing all necessary local, state and federal lobbyist registration forms and reports if necessary;
- Such other tasks as City of Apalachicola or its designee as identified in writing, from time to time may request in connection with the subject matter of this Agreement.

It is understood by the City of Apalachicola that it may be necessary to perform services beyond the initial services described above or that additional time may be required to perform the services shown. Should any unforeseen changes in the scope of services arise, the City will be notified of the circumstances and H² Solutions, LLC will obtain authorization in writing by the City Commission before performance of such services, which are over and above the services described above.

- **NOTIFICATION OF MEETINGS:** It is specifically contemplated that H² Solutions, LLC will make every effort to notify the Mayor and City Commission in advance of any meetings scheduled by H² Solutions, LLC with local, state, or federal public officials or others with regard to the duties of H² Solutions, LLC under this Agreement, so that City of Apalachicola may have a representative present at such meetings if City of Apalachicola wishes to do so.

- **PAYMENT:**
 - Monthly fee of \$1,500.00.
 - H² Solutions, LLC shall submit monthly invoices electronically and such invoices shall be due and payable within fifteen (15) days of the City's receipt of invoice (date of receipt being one business day after the date on which the electronic invoice was sent). Payment will not be made by City of Apalachicola until an invoice is received. The invoices shall include any actual expenses for reimbursement that have been approved and not otherwise paid for by another provision of this Agreement.

TRAVEL EXPENSES: City of Apalachicola shall reimburse H² Solutions, LLC for the cost of all of H² Solutions, LLC's travel expenses including hotel, airfare, rental cars and incidental travel expenses, like meals, taxi fares, parking and mileage (at the standard State of Florida mileage rate). All travel expenses must be approved in advance by the City, except that H² Solutions, LLC shall be entitled to bill for 48 miles of mileage with each day spent working in Apalachicola.

OFFICE AVAILABILITY: H² Solutions, LLC shall have access to and use of office space, computer access, a landline telephone, and other miscellaneous office equipment, during the regular business hours of City of Apalachicola, at the City's expense to be used exclusively for fulfilling the Contractor's duties under this Agreement.

- **TERM OF AGREEMENT:** Upon execution, this Agreement shall remain in effect for a term of one (1) year commencing on the date first written above. However, either party may terminate this Agreement at any time upon 15 days notice in writing to the other party. Upon such a termination, H² Solutions, LLC shall be entitled to such compensation and reimbursement of expenses accrued through and including the day of termination. City of

Apalachicola and H² Solutions, LLC can extend this term for additional service, under the terms and conditions of this Agreement, as mutually agreed to in writing.

PART II - GENERAL PROVISIONS

STATUS OF CONTRACTOR: The parties intend that H² Solutions, LLC, in performing the services specified in this Agreement, shall receive direction from City of Apalachicola as to strategies and goals of H² Solutions, LLC's duties under this Agreement, and may receive specific requests from City of Apalachicola regarding particular actions which should be made in furtherance of H² Solutions, LLC's duties under this Agreement, but that H² Solutions, LLC is acting at all times as an independent contractor and shall have control of H² Solutions, LLC's business, and the work and the manner in which it is performed. H² Solutions, LLC is not to be considered an employee of City of Apalachicola and is not entitled to participate in any pension plan, health or other insurance, bonus, or similar benefits City of Apalachicola may provide to its employees. H² Solutions, LLC shall have no power to bind City of Apalachicola to any contract or other obligation, and H² Solutions, LLC is not authorized to represent that H² Solutions, LLC is a partner or employee of City of Apalachicola for purposes of entering into contracts or other binding obligations.

- **NON-DISCRIMINATION:** H² Solutions, LLC shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, age, marital status, medical condition, or physical or mental disability.
- **METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS, AND MAKING PAYMENTS:** All notices, bills, and payments shall be made in writing and may be given by personal delivery, by mail or email. Unless otherwise designated in writing by the parties, all notices, bills and payments sent by mail or email should be addressed as follows:

Company:

City of Apalachicola
Att: Deborah Guillotte
192 Coach Wagoner Blvd.
Apalachicola, FL 32320

850 653 9319

[Contractee's Phone Number]

deborahguillotte@cityofapalachicola.com

[Contractee's Email Address]

Contractor: H² Solutions, LLC
2480 State Road 30A
Port St. Joe, Florida 32456
(850) 519-3887
CHolley3887@gmail.com

- **CONFLICT OF INTEREST:** H² Solutions, LLC is aware of the conflict of interest laws of the State of Florida, Chapter 112, Florida Statutes, as amended, and agrees that it will fully comply in all respects with the terms of said laws. It is the intention of both City of Apalachicola and H² Solutions, LLC that H² Solutions, LLC maintain the highest standards of ethical propriety in connection with its duties under this Agreement, and that H² Solutions, LLC shall have no conflicts of interest which would give the appearance of any impropriety. Conflict of interest includes, but is not limited to, the appearance of any conflict of interest with any position of City of Apalachicola or any of City of Apalachicola's interests on any subject matter, whether any such conflict of interest be on behalf of any client or on behalf of H² Solutions, LLC individually. The Contractor represents that it has disclosed, prior to executing this Agreement, all potential conflicts of interest between the interests of City of Apalachicola and any existing clients of H² Solutions, LLC. In the event that H² Solutions, LLC wishes to be retained by clients other than City of Apalachicola, and the representation of those other clients may present a potential conflict of interest with City of Apalachicola, the full scope of such representation and conflicts must be disclosed to City of Apalachicola by H² Solutions, LLC in advance, so that City of Apalachicola may determine if the potential conflict of interest is one that it wishes to waive, or if the potential conflict may otherwise be resolved.

- **CONFLICT OF TIME AND AVAILABILITY:** It is specifically acknowledged by H² Solutions, LLC and contemplated by this Agreement that H² Solutions, LLC be sufficiently available to City of Apalachicola to fulfill its duties under this Agreement as requested by City of Apalachicola. In the event that H² Solutions, LLC wishes to be retained by clients other than City of Apalachicola and the representation by H² Solutions, LLC of those other clients will require substantial portions of H² Solutions, LLC's professional availability during the term of this Agreement, H² Solutions, LLC shall advise City of Apalachicola in advance of being retained by such other clients so that City of Apalachicola may determine the potential for conflict between H² Solutions, LLC's duties under this agreement and the duties requested by other clients, and the parties may resolve any concerns which arise.

- **JURISDICTION:** This Agreement and its performance and any suits and special proceedings under this Agreement shall be construed in accordance with the laws of the State of Florida. In any action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Florida shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which the action or special proceeding may be instituted.

- **VENUE:** H² Solutions, LLC and City of Apalachicola acknowledge that for any and all legal action regarding this Agreement, the venue will be in Franklin County, Florida.

- **INDEMNIFICATION:** H² Solutions agrees to indemnify and hold harmless the City from and against all claims, damages, liabilities or suits of any nature whatsoever (including reasonable outside attorneys' fees) arising out of, because of, or due to the breach of this agreement by H² Solutions, or due to any negligent act or occurrence of omission or commission of H² Solutions. The City shall, at its sole option, provide a (joint) defense to any third party claims

against H² Solutions, the City or both, at the City's sole cost. Each party agrees in either case to make itself reasonably available and fully cooperate with the other party in the defense of any such claim. H² Solutions, LLC acknowledges that ten dollars (\$10.00) is good and sufficient consideration for this indemnification and joint defense obligation of each party.

- **CONSTRUCTION OF AGREEMENT:** Each party to this Agreement acknowledges that it has had the opportunity to review this contract and consult with legal counsel regarding its terms, and each party agrees that neither party will be considered the drafter of this Agreement for purposes of legal construction in the event of any dispute.
- **ENTIRE AGREEMENT:** This Agreement is acknowledged to constitute the entire agreement and understanding between the parties, that the provisions of this Agreement supersede any prior oral or written agreements, communications, or understandings between the parties, and that any other oral or written representations made by either party prior to execution of this Agreement are hereby merged into this Agreement, or otherwise are void and unenforceable.
- **SEVERABILITY OF PROVISIONS:** In the event that any portion of this Agreement is deemed unenforceable by a court of competent jurisdiction, the remaining portions of this Agreement shall be deemed to survive as if the unenforceable provision had not been included, unless such a construction would cause this Agreement to fail of its essential terms.

IN WITNESS WHEREOF, CITY OF APALACHICOLA, FLORIDA and H² SOLUTIONS, LLC have caused this Agreement to be executed on the date first mentioned above.

CITY OF APALACHICOLA, FLORIDA

By: _____
Travis Wade, City Manager, City of Apalachicola

H2 SOLUTIONS, LLC

By: _____
Chris Holley, H² Solutions, LLC

**APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: September 7, 2021**

SUBJECT: Approve Expenditure of \$12,474.50

AGENDA INFORMATION:

Agenda Location: Consent Agenda
Item Number: D
Presenter: Travis Wade

BRIEF SUMMARY: Retroactively approve the emergency expenditure for the 16 foot dump trailer that was purchased to help with clean up from Tropical Storm Fred. The trailer has proven to be a valuable asset even after the storm cleanup.

RECOMMENDED MOTION AND REQUESTED ACTIONS: Recommend Approval

FUNDING SOURCE:

ATTACHMENTS: Receipt for the dump trailer

STAFF'S COMMENTS AND RECOMMENDATIONS:

LEE TRAILER SALES
 3922 CRAWFORDVILLE RD
 TALLAHASSEE, FL.32305
 850-878-0788
 WWW.LEETRAILERSALES.NET

Invoice

Date	Invoice #
8/17/2021	5652

PAID
08/17/2021

Bill To	Ship To
CITY OF APALACHICOLA 192 COACH WAGONER BLVD APALACHICOLA FL 32320 850.323.2111 EXEMPT 85-8012595868C-3	

P.O. Number	Terms

Quantity	Item Code	Description	Price Each	Amount
1	ST8216TLDD-B-140	SURE-TRAC 82"X16 HD LOW PROFILE DUMP TRAILER 14K TELESCOPIC TARP KIT 16" RADIAL TIRE AND WHEEL ASSEMBLY POWER UP POWER GRAVITY DOWN ALL LED LIGHTS 7-WAY PLUG MARINE GRADE BATTERY SEALED BRAKE CONNECTIONS REINFORCED COMBO BARN DOORS WITH SPREADER GATE WITH CAMBAR HD RAMPS SLIDE IN ALL WHEEL BRAKES STAKE POCKETS ACROSS THE FRONT BULK HEAD IRON PHOSPHATE WASH STEEL PREP POWDER COAT FINISH EASY LUBE HUBS 10 GAUGE FLOOR HD SLIPPER SPRING AXLE INTEGRATED TARP MOUNT UNDERBODY SECURE TOOL STORAGE TONGUE MOUNTED HD CONTROL BOX WITH KEY LOCK WELDED TUBULAR STEEL MAIN FRAME SPARE TIRE CARRIER 5 5/8 " D RINGS 6" TUBE TONGUE SIDE STEPS INTEGRATED SIDE BODY STIFFENING SYSTEM ADJUSTABLE COUPLER BATTERY CHARGER 110V	12,469.00	12,469.00
1	FLA STATE BATTERY FEE	FEE IMPOSED ON BATTERIES SOLD ON TRAILERS, SOLD SEPARATELY OR INSTALLED. THIS ALSO INCLUDES BATTERIES THAT POWER BRAKING SYSTEMS.	1.50	1.50
4	FLA STATE TIRE FEE	NEW TIRE FEE SOLD FOR USE ON MOTOR VEHICLE OR SOLD AS A COMPONENT PART OF A TRAILER. VIN# 5JW1D1621M4345943	1.00	4.00

Total	\$12,474.50
Payments/Credits	-\$12,474.50
Balance Due	\$0.00



**APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: September 7, 2021**

SUBJECT: Select 2KWeb Group for Website Design

AGENDA INFORMATION:

Agenda Location: Consent Agenda
Item Number: E
Presenter: Travis Wade

BRIEF SUMMARY: Seven companies responded to the City's RFP for website design services (Spreadsheet Proposals Attached). 2KWeb Group, a Franklin County based business, was selected by staff. Their proposal includes a \$9,600 design fee, \$2,000 annual hosting fee, and an optional \$250 per month maintenance fee.

RECOMMENDED MOTION AND REQUESTED ACTIONS: Recommend Approval of 2KWeb Group's proposal

FUNDING SOURCE:

ATTACHMENTS: Website Proposal Spreadsheet and recommended Proposal from 2KWeb Group

STAFF'S COMMENTS AND RECOMMENDATIONS:

WEBSITE RFP PROPOSALS 8/21

<u>Business Name</u>	<u>Website Set-up</u>	<u>Additional Services</u>	<u>Website Mainte.</u>
2K Webgroup	\$9,600 one time	\$2000 annual	\$250.00 mo. Optional
Revise	\$9400 one time	\$2400 annual	
Gravity Junction	\$10 - 15000 one time	\$150. mo.	
Push Media	\$69,500 one time	not included	
Design.Develop.Now	\$45,000 one time	\$2500 annual	\$85. hr.
Municode	\$6,900 one time	\$2100 annual	
Select Market Solutions	\$9500 one time	not included	



August 12, 2021

City of Apalachicola
Attn: City Clerk
192 Coach Wagoner Boulevard
Apalachicola, Florida 32328

Re: Website Development Response to Request for Proposals

On behalf of 2K Web Group, I am pleased to present our response to your Request for Proposal for Web Development services for the City of Apalachicola. 2K Web Group opened in 2005 and has grown to meet the needs of small businesses and governmental entities across North Florida. Our team offers you a combination of four exceptional elements: (1) previous successful experience and familiarity with government entities; (2) understanding of requirements of ADA as it relates to websites; (3) a professional staff with local office; (4) a reputation of excellence in service and dedication to our clients. These elements make us uniquely qualified for your project.

HIGHLY QUALIFIED & PROFESSIONAL LOCAL STAFF

City of Apalachicola will be the beneficiary of experienced developers and staff, who together, have a proven background on multiple projects. Simply put, we do not have a learning curve. Further, 2K Web Group is uniquely suited for this project due to our local availability and resources. We have an office right over the bridge in Eastpoint. We can provide immediate and responsive service to the City of Apalachicola.

ABILITY TO WORK PRODUCTIVELY

We feel very strongly that the success of your project depends on a clear understanding of your project's goals and objectives. We intend to work closely with staff every step of the way. We encourage you to contact our references found on page four regarding our performance.

COMMITMENT TO CITY OF APALACHICOLA

What sets our team apart is commitment. This team approaches your project with a propound sense of responsibility. It is our duty to look after your best interests. We have worked hard to establish a solid reputation and are prepared to devote our full resources to your project.

Thank you for the opportunity to present you with our firm's qualifications for services to manage and maintain the City of Apalachicola website. I trust that you will find our response to be complete and our qualifications to be in excess of your standards. If you have any questions, please feel free to contact me via phone at (850) 653-7275 or via email at tana@2kwebgroup.com. Thank you and we look forward to becoming part of your team.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tana Kendrick', with a stylized flourish at the end.

Tana Kendrick
Managing Partner
Coastal E Solutions, LLC dba 2K Web Group

ABILITIES

Our extensive experience in digital marketing paired with technical knowledge make 2K Web Group an ideal candidate for your project. The following is a menu of our services and abilities.

- Website Design & Development
- WordPress CMS
- Website Hosting
- Strategic Planning
- Media Buy Tracking & Reporting
- Reputation Management
- Search Engine Optimization
- Content Creation
- Online ADA Accessibility
- Digital Advertising Campaigns
- Social Media
- Email Newsletters

SCOPE OF SERVICES

2K Web Group can provide the following services to the City of Apalachicola for a one-time investment of \$9,600.

- Custom designed layout and responsive development – your website will render beautifully across all sized devices including mobile phones, tablets, laptops, and desktops.
- ADA Accessibility – at launch of website, website code will be compliant to the requirements of ADA guidelines to WCAG 2.0 level AA. *(Note: this does not include any PDF documents)*
- Content Management System – easy-to-use WordPress interface allows staff to make simple website updates.
- Content – website copy will be written and optimized for search engines.
- Online Bill Pay – option for one-time payments. Citizen inputs invoice #, amount to pay and CC info. Payment is processed securely. Staff receives email of payment. Staff can export reports as needed. *(Note: This does not include re-occurring payments)*
- Fillable Forms - digitize up to 5 forms (with 20 fields) to allow for online submission (vs. scanned PDFs). This will allow citizens to fill out forms and City to receive credit card payment.
- Calendar of events
- Ticket submission – citizens can submit requests for service that will be emailed to staff.
- Suggestions – citizens can submit suggestions that will be emailed to staff.
- Contact forms – can be directed to specific departments if needed.
- Department pages as well as service directory, this will allow citizens to search by “How Do I...” because they may not always know what department to reach out to.
- Documents – upload of agendas, minutes, etc. by staff.
- Email newsletter integration – newsletter signup will be integrated into the website. *(Note: requires separate service.)*
- Emergency – in the event of an emergency an alert can be posted to the website’s home page and across the top of all website pages.
- Facilities registration request – Citizen inputs contact info and requested date. Staff receives request via email.
- News “What’s new” section
- RFP section
- Jobs section
- FAQs section
- RSS feeds for events, announcements, jobs, and RFPs
- Integration of social media
- Secure pages (SSL)
- Google Analytics integration for site visitor metrics
- Professional on-site photography – headshots of commissioners and key staff

ADDITIONAL SERVICES

- Website Hosting & ADA Accessibility - \$2,000 annual
- Website Maintenance - \$250 monthly. Includes website platform updates, database maintenance, support and up to two hours of edits.

The RFP specifies a robust list of system features. We feel that a scaled down version of system features would still accomplish the goals of the City, plus prove to be cost saving. Below is a list of the system features not included in our proposal.

- Citizens Request Management Tool
- Document, Audio and Video Hosting
- Text Notifications
- Intranet
- Online account for registered users (citizens) to update their own information
- Permit Tracking
- Single sign-on
- Language translation
- Accessibility add-ons

TIMELINE

A typical project timeline ranges from 12 – 18 weeks. City of Apalachicola’s exact project timeline will be created based on detailed project scope, availability for meeting coordination, action item return and completion, approval dates, and other factors.

CURRENT CLIENTS

Our current client list includes over 200 active clients including over a dozen government entities. Here are a few:

- DeSoto County Clerk of Court
- Triumph Gulf Coast
- City of Carrabelle
- Franklin County Clerk of Court
- Jefferson County Clerk of Court
- Washington County Clerk of Court
- Franklin County Government
- City of Carrabelle Community Redevelopment Agency
- Franklin County Tourist Development Council

PROFESSIONAL EXPERIENCE

Our firm is registered with the State of Florida’s vendor marketplace with a women-owned, State of Florida small business designation (working towards our certification). We routinely invest in continuing education to expand our knowledge of the ever-changing technology environments.

With 16 years of experience built on governmental and tourism industries, we feel our firm is positioned to provide the City of Apalachicola with superior services. We are a well-rounded boutique agency with a team of highly efficient and trained individuals. Each member of our expert team is involved in every project from start to finish and each is dedicated to our mission of delivering honest, professional, and focused internet marketing solutions, that produce measurable results. Key staff include:

Tana Kendrick {Main Contact}

Tana’s role includes creative direction and strategic planning. Tana leads the creative flow with over 19 years of experience in marketing including strategy, website design, graphic design, and digital advertising campaigns.

Sterling Kendrick

Sterling has extensive knowledge of many software programming languages including JS, HTML, CSS, PHP, VB, VB.NET, C# and SQL. In addition to programming Sterling also manages the agency's servers for optimal performance.

Tina Robertson

Armed with ten years of experience and an enthusiastic attitude, Tina helps connect to your constituents through proven digital marketing strategies, creative storytelling, and social media. Tina received a bachelor’s degree in English and a minor in Communications from Appalachian State University.

REFERENCES

Since 2005, 2K Web Group has delivered professional digital marketing services to businesses and organizations across in North Florida. Our current client list boasts over 200 active clients with over 90% in the tourism industry and over a dozen government entities. The following references represent the strong long-term partnerships we have built over the past 16 years.

Susan Skelton

Triumph Gulf Coast, Inc.
(850) 387-9405
susan@myfloridatriumph.com

Mayor Brenda LaPaz

City of Carrabelle
(850) 697-3618
blapaz@live.com

Tyler McNeill

Jefferson County Clerk of Court Office
(850) 342-0218
tmcneill@jeffersonclerk.com

CITY OF APALACHICOLA
ADMINISTRATION DEPARTMENT
August 2021

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

85 work orders issued and 57 work orders completed

2083 payments processed

1959 bills mailed

93 cut-off list

Approximately 480 Invoices and cut 150 accounts payable checks processed

Police Department

August 2021

Traffic Stops/ Warnings/ citations	21	
Arrests/ Warrant Requests	2	
Traffic Accidents	3	
Burglary/Theft calls	12	
Assist Citizens/ Complaints/investigation	498	
Trespass Warnings/agreements	11	
Business alarm calls/building checks/welfare checks		773
Assist county call/other agencies	31	
Assist Animal control	4	
Domestic cases involving violence/disturbance calls		8
Drugs	0	
Total calls from dispatch	1635	

August brings in back to school! We are on patrol at the school crossings at school opening and closing each day.

We successfully "weathered" our first storm this month, with no traffic incidents or major damages to report.

Sgt. Smith worked a burglary case of fishing equipment where several rod and reels and fishing equipment was stolen. Sgt. Smith very quickly identified the suspects and all property was returned to its owner. Way to go Sgt. Smith!

AUGUST 2021 MONTHLY W&S FIELD REPORT

- FIXED A 6 INCH WATER MAIN ON SQUIRE ROAD
- INSTALLED A 2 INCH METER AND VALVE FOR NEW REHABILITATION CENTER
- WE HAD A NEW POLE BARN INSTALLED AT THE WATER PLANT
- FIXED A WATER LEAK ON BAY CITY ROAD
- WE HAD TROPICAL STORM FRED. AIR VACSTATION HAD SOME ISSUES BUT THANKS TO THE HARD WORK OF THE WATER & SWER CREW WE KEPT 90% OF THE SYSTEM UP AND RUNNING
- WE ARE STILL HYDRANT FLUSHING THROUGHOUT THE WATER SYSTEM
- CREW IS GOING AROUND CHECKING CANDY CANES AND CLEAN-OUT CAPS. WE ARE FINDING MORE & MORE BROKEN CANDY CANES AND CLEANOUT CAPS ON THE VACUUM SEWER SYSTEM RESIDENTIAL AREAS.
- HAD SOME ASPHALT PATCHES MADE BY JASON WHITE CONSTRUCTION
- DUG OUT A DITCH ON AVENUE F AND 9TH STREET
- HAD MEMBERS OF STAFF OUT BURNING VACATION TIME AND TAKING OFF TIME FOR COVID SYMPTOMS
- COMPLETED READING WATER METERS
- DAILY ROUNDS AND WORK ORDERS
- REPAIRED WATER LINE IN MAGNOLIA CEMETARY
- COMPLETED LOCATES AS NEEDED.
- WORKED WITH CONTRACTORS FOR DOT STORM WATER DRAINS REPLACEMENT ON HIGHWAY 98.

CITY OF APALACHICOLA
BUILDING DEPARTMENT – PERMITTING & INSPECTIONS

August 2021

- 7 Building Permits in Process
- 40 Building Permits Issued
- 80 Building Inspections
- 34 Certificates of Completion Issued
- 3 Certificate of Occupancy Issued
- 2 Stop Work Orders
- Numerous Phone Inquiries & Emails Answered
- Several On-Site Meetings
- Daily Office Meetings
- Records Requests

City of Apalachicola
Code Enforcement Officer
Activity Report – August 2021



- Five (5) various potential code violation complaints and resulting follow-up investigations.
- Seven (7) bandit signs removed from within City & State right-of-way(s).
- Four (4) Business Tax license application's processed.
- Three (3) Business Tax license applications on hold pending submittal of additional information.
- One Mobile Food Truck application approved.
- Two (2) Tree Removal applications processed (city).
- Eight (8) Tree Removal application's processed (citizen).
- One Tree Removal application on hold pending site visit and additional fee submittal (citizen).
- One Fence Permit application being processed.
- Two (2) Fence Permit applications approved.

Monthly Report for the
Apalachicola Margaret Key Library
August 2021

Statistics:

- 692 patrons have been given assistance
- 435 books/movies/audiobooks were circulated
- 9 new accounts were opened
- 153 patrons have used our computers
- \$410.56 was collected as library revenue
- 102 books were donated to the library
- 124 hours have been donated by our wonderful volunteers
- 5137 people have been reached with 10 Facebook posts
- 7 accounts have been reached with 4 Instagram posts

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

This month we celebrate Back to School with a colorful board. Also, a collection of back to school books is located near the entrance of the library.

Karen Kessel, from Bring Me A Book Franklin, continues to delight the kids with Books for Babies and Sunset Stories on Tuesdays at 10:00a.m. and 5:30p.m. Tommy P. won our Tails and Tales Summer Reading Bingo drawing. He received a bucket of summer fun goodies.

On Sundays, a Master Gardener volunteer answers questions about gardening in the library from 1:00-3:00p.m. This volunteer is sponsored by the University of Florida IFAS Franklin Extension office and the Florida Master Gardener Volunteers.

To protect those most vulnerable in our community, we strongly suggest masks be worn in the library. Hand sanitizer is located at the entrance of the library.

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

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

Isel Sánchez-Whiteley
Library Assistant

City of Apalachicola public works monthly report

august 2021

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

- picked up 209 bags of garbage from downtown and city parks.
- completed 9 work orders.
- opened and closed 8 funeral.
- removed broken sign on water street .
- meet with contractor to fix battery park pier.
- dug several storm ditches.
- serviced 2 vehicles.
- replaced bulbs and globes at battery park play ground.
- had contractor repair lights at project impact.
- fix emergency exit doors at van johnson complex.
- put no parking signs on market street.
- repaired school caution light.
- repaired/replaced bulbs on stop light hwy 98.
- cleaned culvert in areas that flood during heavy rain.
- removed storm debri from tropical storm.

Public works manager Robert Osburn