

REGULAR MEETING AND PUBLIC HEARING
APALACHICOLA CITY COMMISSION
TUESDAY, **January 4, 2021** – 4:00PM
BATTERY PARK COMMUNITY CENTER
1 BAY AVE., APALACHICOLA, FLORIDA 32320

Agenda

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

I. Call to Order

- **Invocation**
- **Pledge of Allegiance**

II. Agenda Adoption

III. Public Comment

IV. Public Hearing

1. **Battery Park Marina Ordinance-Second Reading and Final Adoption**

REGULAR MEETING:

V. Unfinished Business

1. **Battery Park Marina Ordinance-Second Reading and Final Adoption**

VI. New Business

1. **City of Apalachicola Community Redevelopment trust fund and increment revenues**
2. **WWTP Engineering RFP**

VII. Mayor and Commissioner Comments – Reports Attached

VIII. City Manager Communications – Report Attached

1. **Arbor Day Proclamation**
2. **School Choice Week Proclamation**

IX. Attorney Communications – Report Attached

1. Attorney request for executive session re: Butler, Cameron, and Hall cases

X. Consent Agenda

- A. Meeting Minutes Adoption –

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 designee, shall enforce this Ordinance and the collection of designated fees.

The Harbormaster, or designee, shall enter into rental agreements and issue permits for the use of slips in the Battery Park Marina on a first come first served basis.

The Harbormaster, or 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, or designee, 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. The current schedule of Fees and Charges are available at City Hall or the City’s website www.cityofapalachicola.com

(b) All dockage, launching, or permit fees shall be collected in advance and no refunds shall be issued. Parties with a slip rental agreement (“Slip Holders”) may receive a 10% discount for pre-paying their annual rent.

(c) Slip Holders shall be subject to eviction upon sixty (60) days of non-payment on slip rental.

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(d) Floating structures and liveaboard vessels as defined in Section 327.02, F.S. are prohibited from docking at Battery Park Marina. Any floating structure or liveaboard vessel docked at the marina on the effective date of this ordinance must be removed within twelve (12) months of the effective date.

(e) No person or entity may lease/rent more than one slip at a time.

(f) No vessel berthed within the Marina may function as transient rental accommodations.

(g) Slip Holders 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 Holders. 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 rental agreement 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 rental agreement with any tenant/Slip Holder that has not docked a vessel (identified in the rental agreement) in their slip for a period of six months.

(k) Subleasing of a slip or permitting any vessel not named in the rental agreement is prohibited.

(l) The City of Apalachicola reserves the right to terminate any rental agreement for non-payment, or non-compliance with Marina Rules and Regulations, upon thirty (30) day notice. Ongoing or repeat violations of Marina Rules that are a matter of safety may result in immediate termination.

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.

(b) Upon payment of the required annual fee the party shall receive a permit in the form of a decal.

SECTION 4: OVERNIGHT RECREATIONAL VEHICLE (RV) RENTAL FEES

A nightly rental rate shall be charged for RVs using the Battery Park Marina as set forth in the City's Annual Budget and incorporated herein by reference. RVs must stay in designated areas as identified by the Battery Park Marina parking plan. Open fires and charcoal grills are prohibited. RV renters shall be responsible to remove their own trash.

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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 within the Battery Park Marina, unless given express written authorization from the Harbormaster.
- (b) The Docking Facilities in the Battery Park Marina, including the shoreline of Battery Park are reserved only for the use of permit and Slip Holders.
- (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 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 Slip Holder shall take immediate action to cause the removal of the vessel within 24 hours of receiving notice of its sinking.
- (f) Any individual or group 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. This includes damages caused by a Slip Holder’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 owning Slip Holders are responsible for the removal and disposal of any waste generated by their pet. Failure to comply with this provision shall result in a \$50 fine for a single violation and up to termination of the rental agreement or revocation of a launch permit for repeat violations.
- (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 sewage systems on board vessels must meet current federal and state regulations, or must be locked off while the vessel is docked. Oil spills shall be immediately reported to the Harbormaster pursuant to U.S. Coast Guard Regulations. Cleaning and pumping of black water tanks while docked within the Marina 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 fifteen (15) minutes.

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(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.

(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) Potable water supplied by the Marina to Slip Holders shall not be used to cool air-conditioners and other equipment or to cool the skin of the vessel. The Harbormaster may disconnect a Slip Holder's water hose at the dock in Slip Holder's absence and Marina shall not be responsible for the consequences of such action. Slip Holders shall use a hose 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.

SECTION 6: PENALTIES

Violation of this Ordinance by a Slip Holder or his/her crew, shall result in fines for a single or repeat violation as set forth in the Schedule of Fees and Charges. Such violation(s) may form the basis for termination of any rental agreement and removal of any vessel found in violation at the discretion of the Harbormaster.

SECTION 7: SEVERABILITY

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

SECTION 8: EFFECTIVE DATE

This Ordinance amending and replacing Ordinances No. 91-9 and 2001-03 is specifically set forth herein and shall take effect on upon adoption.

First Reading on : December 7, 2021

Second Reading and Adoption on : January 4, 2022

ATTEST: City Commission of the
City of Apalachicola, Florida

By: _____
Deborah Guillotte, City Clerk

By: _____
Brenda Ash, Mayor

APPROVED AS TO FORM:

By: _____
Daniel W. Hartman, City Attorney

**APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: January 4, 2022**

SUBJECT: City of Apalachicola Community Redevelopment trust fund and increment revenues

AGENDA INFORMATION:

Agenda Location: New business

Item Number:

Department: CRA

Contact:

Presenter: Commissioner George

BRIEF SUMMARY: The attached email dated December 20, 2021 from Commissioner George to city attorney Dan Hartman and city manager Travis Wade outlines issues and questions regarding the city's CRA, which relate to prior years' increment revenues deposited from both the city and county and the amount of current year's increment percentage (if any).

To date, \$ 515,242 in increment revenues have been deposited to the CRA trust fund. As of November 16, 2021, a total of \$ 189,922 in expenditures have been made (\$ 105K or 55% on projects and \$ 85K or 45% on administrative costs), leaving a balance of \$ 325,320 in the trust fund. These amounts do not include the increment revenues budgeted for the fiscal year 21/22.

RECOMMENDED MOTION AND REQUESTED ACTIONS: Direct city attorney and city manager to investigate the issues, discuss with county officials, and to report recommended actions to the city commission.

FUNDING SOURCE: CRA trust fund and General fund

ATTACHMENTS: 1) Email from George to Hartman and Wade dated 12/20/21
2) Ordinance 88-11
3) Resolution 2014-01
4) Schedule of increment revenues for 2015-2020
5) County calculation of increment for 2021 (at 95%).

STAFF'S COMMENTS AND RECOMMENDATIONS: None



Despina George <dgeorge@cityofapalachicola.com>

City budget for CRA funding/ Interlocal agreement

2 messages

Despina George <dgeorge@cityofapalachicola.com>

Mon, Dec 20, 2021 at 6:22 PM

To: Dan Hartman <dan@fllegalteam.com>, Travis Wade <twade@cityofapalachicola.com>

Dan and Travis,

In the FY 21-22 budget, the city budgeted increment revenues to be deposited to the CRA trust fund at 50% of the increment instead of the maximum of 95%. The commission directed Leo to work with the county on a revised interlocal agreement to make this change on the county side. Erin Griffin was made aware of the request, and she had forwarded the information to both Michael Moron and Michael Shuler, but there has been no further conversation. If nothing is done, the county will continue to remit 95% of increment revenues.

This should be a high priority for follow up, or the city will again be required to fund the increment revenues at 95%, in excess of the budgeted amount. The city had attempted to reduce the percentage for the prior fiscal year, but the failure to revise the interlocal agreement resulted in the city having to make an additional \$ 34K contribution in excess of our budget. We don't want to repeat this error.

To complicate matters, Chris Moran's presentation of the CRA audit report for FY 19-20 raised questions about whether the increment revenues have been properly calculated.

The CRA was established on 1/3/1989 by city ordinance 88-11. However, the CRA did not establish the base year for the increment until 2014, through resolution 2014-01. I'm trying to figure out:

- 1) Is the CRA still eligible to receive increment revenues? The limitation is a term of 30 years (unless amended for up to a total of 60 years). If ordinance 88-11 is the start date, the term would have ended 9/30/20.
- 2) If the CRA trust fund was not established with ordinance 88-11, was resolution 2014-01 sufficient to establish the trust fund and provide for funding? The statute requires an ordinance. (163.387(1)).
- 3) What is the effect of section 163.3755, which fixes the termination date of a CRA based on the plan in effect on October 1, 2019, unless the city commission approves its continued existence?

I've requested from Deborah copies of Ordinance 88-11 and Resolution 2014-01, and I have requested from Sheneidra a copy of the 1989 CRA plan (which appears to be the only plan that has been approved), but I have not received them. I hope that my questions can be answered from reading these documents, and I will forward them to you when I receive them (maybe Travis can follow up to make sure I get the copies?). I have put together a timeline with other info that I've gathered that I can share when the basic info is known.

At this point, I just want to sound the alarm, as there are potential funding issues that affect both the city and county.

Despina

Despina George <dgeorge@cityofapalachicola.com>

Wed, Dec 22, 2021 at 8:16 AM

To: Dan Hartman <dan@fllegalteam.com>, Travis Wade <twade@cityofapalachicola.com>

Dan and Travis,

To follow up, attached are Ordinance 88-11 and Resolutions 2014-01 and 2010-06 (repealed by 2014-01). After reading these documents, my questions remain.

Dan, after our brief conversation yesterday, I still think all of my questions relate to actions of the governing body (the city commission) and not the CRA.

I ask that I be kept fully informed, and I am available to discuss and work on resolution at any time.

Thanks,
Despina

[Quoted text hidden]

3 attachments



Ordinance 88-11.pdf

76K



Resolution 2014-01.pdf

66K



Ordinance 2010-06.pdf

69K

ORDINANCE NO. 88-11

ORDINANCE DE-AUTHORIZING THE
DOWNTOWN DEVELOPMENT ASSOCIATION
TO ACT AS THE CITY'S COMMUNITY
REDEVELOPMENT AGENCY; AND ESTAB-
LISHING A COMMUNITY REDEVELOPMENT
AGENCY IN ACCORDANCE WITH CHAPTER
163, PART III, FLORIDA STATUTES.

WHEREAS, the Florida Small Cities Community Development Block Act, Chapter 88, Florida Statutes, allows the State of Florida to accept funds from the Small Cities CDBG Program authorized by Title I of the Housing and Community Development Act of 1974, as amended, which provides assistance to local governments in meeting their housing and community development needs, and

WHEREAS, it is the intent of the City of Apalachicola, an incorporated municipality of the State of Florida, to participate in Said program, and

WHEREAS, in order to establish eligibility to participate in the Commercial Revitalization Category of Said program, it is necessary that the City establish a Community Redevelopment Agency as set forth in Chapter III Florida Statutes.

NOW THEREFORE BE IT RESOLVED,

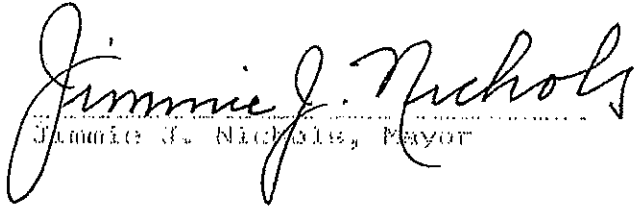
1. That the Downtown Development Association currently serving as the Community Redevelopment Agency be de-authorized.
2. That a Community Redevelopment Agency consisting of five (5) commissioners be appointed to staggered terms. Said terms to be two (2) and four (4) years duration.
3. That the following persons be appointed to constitute the Commission:

Kristin Anderson for a term of four years.
Bill Barnes for a term of four years.
John Crooks for a term of four years.
Jim Philyaw for a term of two years.
Linda Thompson for a term of two years.
4. That the said Commissioners enjoy all the powers and privileges granted under Chapter 163, Section III, Florida Statutes.


That this Ordinance become effective immediately upon adoption.

Adopted this 3rd day of January, 1989 on motion by
Commissioner Frank Page and seconded by
Commissioner Rose McSoy

THE CITY OF APALACHICOLA


.....
Jimmie J. Nichols, Mayor

ATTEST:


.....
Betty Taylor, City Clerk

**CITY OF APALACHICOLA
RESOLUTION NO. 2014-01**

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF APALACHICOLA TO ABOLISH RESOLUTION NUMBER 2010-06; RE-ESTABLISH A REDEVELOPMENT TRUST FUND FOR IMPLEMENTATION OF TAX INCREMENT FINANCING FOR THE COMMUNITY REDEVELOPMENT AGENCY AREA WITHIN THE CORPORATE LIMITS OF THE CITY OF APALACHICOLA; AND ESTABLISHING AN EFFECT DATE.

WHEREAS, the City Commission of the City of Apalachicola has created a Community Redevelopment Agency in accordance with Florida Statutes, Chapter 163.357(1)a, and;

WHEREAS, Florida Statutes, Chapter 163.357 mandates the authorization for the establishment of a Redevelopment Trust Fund for each Community Redevelopment Agency established under the law. Such fund to be used by the agency to finance or refinance any community development project it undertakes pursuant to the approved Community Redevelopment Plan. Annual funding of which will be in accordance with the procedures set forth in Florida Statutes Chapter 163.387

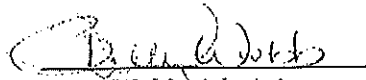
NOW, THEREFORE BE IT RESOLVED by the Commission of the City of Apalachicola that:

1. Resolution No. 2010-06 is hereby abolished.
2. A Redevelopment Trust Fund for the implementation of Tax Increment Financing for the Community Redevelopment Agency area within the corporate limits of the City of Apalachicola is hereby re-established.
3. This Resolution shall become effective immediately upon its adoption.

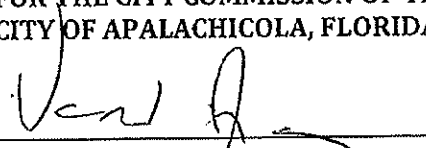
Adopted this 14 day of JANUARY, 2014 on motion by Commissioner COOK
second by Commissioner ASH.

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

ATTEST:


Betty Webb, Administrator

**FOR THE CITY COMMISSION OF THE
CITY OF APALACHICOLA, FLORIDA**


Van W. Johnson, Sr., Mayor

Tax Increment Adjustment City of Apalachicola CRA District												Total Deposits To CRA	
	2014	2015	2016	2017	2018	2019	2020	2021					
Budgeted Taxable Value (DR-420 Preliminary Values)	\$ 31,376,822	\$ 33,227,135	\$ 34,595,427	\$ 37,443,906	\$ 38,584,825	\$ 39,961,108	\$ 40,915,846	\$ 44,671,006					
Base Year Taxable Value	\$ 31,376,822	\$ 31,376,822	\$ 31,376,822	\$ 31,376,822	\$ 31,376,822	\$ 31,376,822	\$ 31,376,822	\$ 31,376,822					
Budgeted Tax Increment Value	\$ -	\$ 1,850,313	\$ 3,218,605	\$ 6,067,084	\$ 7,208,003	\$ 8,584,286	\$ 9,539,024	\$ 13,294,184					
Final Taxable Value (after VAB Petitions - DR-422 Values)	\$ -	\$ 33,101,535	\$ 34,478,897	\$ 37,289,990	\$ 38,425,884	\$ 39,012,910	\$ 41,185,429	TBD					
Final Tax Increment Value	N/A	\$ 1,724,713	\$ 3,102,075	\$ 5,913,168	\$ 7,049,062	\$ 7,636,088	\$ 9,808,607	TBD					
Percentage Proportion of which Payment is Based	95%	95%	95%	95%	95%	95%	95%	95%					
BUDGETED													
Budgeted Dedicated Increment Value	\$ -	\$ 1,850,313	\$ 3,218,605	\$ 6,067,084	\$ 7,208,003	\$ 8,584,286	\$ 9,539,024	\$ 13,294,184					
Estimated County Millage Rate Used in Budget Process	N/A	6.4705	6.3065	6.3065	6.3065	6.2679	5.9494	5.7761					
Budgeted CRA Distribution	N/A	\$ 11,374	\$ 19,283	\$ 36,349	\$ 43,184	\$ 51,115	\$ 53,914	\$ 72,949					
FINAL/ACTUAL													
Final Dedicated Increment Value	\$ -	\$ 1,724,713	\$ 3,102,075	\$ 5,913,168	\$ 7,049,062	\$ 7,636,088	\$ 9,808,607	TBD					
Adopted County Millage Rate Used in Budget Process	N/A	6.3065	6.3065	6.3065	6.2679	5.9494	5.7761	5.4707					
Amount of Payment to CRA - County (less 5%)	\$ -	\$ 10,333	\$ 18,585	\$ 35,427	\$ 41,974	\$ 43,159	\$ 53,823	TBD					
Date of payment from Franklin County		02/16/16	2/7/2017	12/18/2017	12/18/2018	12/17/2019	3/2/2021	TBD					
Amount of Payment to CRA - City (less 5%)	\$ -	\$ 15,327	\$ 27,567	\$ 53,952	\$ 64,316	\$ 71,016	\$ 79,764	\$ -					

Total \$ 515,242

Total \$ 203,300

Total \$ 311,942

BUDGET CALCULATIONS
APALACHICOLA TAX INCREMENT DISTRICT

2021 CURRENT YEAR TAXABLE VALUE IN THE TAX INCREMENT AREA	44,671,006
2014 (BASE YEAR) TAXABLE VALUE IN THE TAX INCREMENT AREA	31,376,822
<hr/>	
CURRENT YEAR TAX INCREMENT VALUE	13,294,184

EST. BASED ON FY 2020/2021 MILLAGE RATE OF 5.7761

CURRENT YEAR TAX INCREMENT VALUE	13,294,184
ESTIMATE USING FY 2020/2021 MILLAGE RATE OF 5.7761	0.0057761
ESTIMATED AD VALOREM PROCEEDS ON TAX INCREMENT VALUE	76,789
LESS 5%	3,839
<hr/>	
ESTIMATED PAYMENT TO APALACHICOLA REDEVELOPMENT TRUST	\$72,949

2014 IS THE BASE YEAR FOR THIS TAX INCREMENT DISTRICT

CITY OF APALACHICOLA, FLORIDA

RFP 2022-01

INSTRUCTIONS TO PROPOSERS

In order to be considered responsive, all Proposals must be made in accordance with these Instructions to Proposers.

DOCUMENTS. The Request For Proposal (RFP) Documents may be obtained from the **City of Apalachicola, Florida, 192 Coach Wagoner Blvd., Apalachicola, FL 32320.**

1. **EXAMINATION OF RFP DOCUMENTS.** It is the responsibility of each Proposer before submitting a Proposal, to: a) Examine the RFP Documents thoroughly; and b) Consider federal, state, and local laws and regulations, and local conditions that may affect cost, progress, or performance of the project.
2. **QUESTIONS.** Submit all questions in writing about the RFP Documents to the **City of Apalachicola, Florida, 192 Coach Wagoner Blvd., Apalachicola, FL 32320; Attention: Travis Wade, City Manager** in writing no later than five (5) working days prior to the Proposal Opening. Written replies will be issued to all Proposers of record. Questions received less than five (5) working days before Proposal opening cannot and will not be answered.
3. **DEFINITIONS.** Whenever in these Instructions, the terms defined in the Contract are used (or pronouns used in place of them), the intent and meaning of such terms shall be interpreted as indicated in the Contract.

In addition, the following definitions shall apply:

- **Proposal** means an executed formal document submitted to the OWNER, Florida stating the goods, consultant services, and/or services, as applicable, offered by the proposer to satisfy the needs as requested in the request for proposal – all in accordance with the Consultants Competitive Negotiation Act (CCNA) Title 19, Section 287.055, Florida Statutes.
- **Contract** means the Goods Agreement between the successful proposer as vendor and the OWNER, Florida in the form attached to and included in the RFP Documents.
- **Goods, consultant services, and/or services, as applicable,** mean:
- **ENGINEERING CONSULTING SERVICES FOR THE CITY OF APALACHICOLA WASTEWATER TREATMENT PLANT INCLUDING PRELIMINARY ENGINEERING REPORT, ENVIRONMENTAL REPORT, ENGINEERING DESIGN, DRAWINGS, CONSTRUCTION DOCUMENTS AND SPECIFICATIONS, PERMITTING, BID EVALUATION, INSPECTION SERVICES DURING CONSTRUCTION, AND FINAL PROJECT CERTIFICATION.** (The City of Apalachicola will be replacing and relocating critical wastewater infrastructure from the current location to a nearby location out of the flood zone.)
- **RFP Documents** means the Contract and these Instructions to Proposers.
- **Contractor** means any person, firm, or entity having a contract with the OWNER.
- **Vendor** means an actual or potential supplier of goods, services, and/or consultant services.

4. PROPOSAL PACKAGE. Proposals shall be made in the manner set forth herein. The Proposal Package shall consist of:
 - A Cover Letter – single page and one sided. Minimum 10-point font. The cover letter shall include a proposal statement setting forth in detail how the Proposal meets the proposal requirements and evaluation factors.
 - The completed PROPOSAL FORM, only.
 - Proposer shall not submit additional, pictures, photographs, graphics, resumes, and data not specifically requested below and/or in the PROPOSAL FORM. Proposals shall stapled. Proposals shall NOT be bound with covers, dividers, ring binders, comb bindings, etc.
 - Identification of any and all proposed subcontractors and Project Team Members, including professional resumes and applicable licensure or registration information.
 - Evidence of required registration and/or licensure as set forth in the RFP Documents.
 - One (1) original and eight (8) copies of the fully completed and executed Proposal Package shall be submitted. Proposal Packages submitted after the time and date specified will not be considered and will be returned unopened.
5. SUBMITTAL. Submit entire Proposal Package (one (1) original and eight (8) copies) in an opaque, sealed envelope. Identify the envelope with: (1) Project Name, (2) Name of Proposer, and (3) Proposal Number (RFP 2020-1). Submit Proposal Package in accordance with the Request for Proposals/Advertisement. All items in the Proposal Package required for responsive Proposal shall be included. It is the responsibility of the Proposer to ensure that the Proposal Package is complete and received at the proper time.
6. WITHDRAWAL OF PROPOSAL. The Proposal may be withdrawn by the Proposer by means of a written request, signed by the Proposer or its duly authorized representative. Such written request must be delivered to the place specified in the Request for Proposals/Advertisement for the receipt of Proposals prior to the scheduled closing time for receipt of Proposals. Modifications will not be accepted or acknowledged.
7. DISQUALIFICATION. More than one Proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. If the OWNER believes that collusion exists among Proposers, all Proposals will be rejected.
8. PRE-BID MEETING: N/A
9. OPENING. Proposals will be publicly opened as announced in the Request for Proposals/Advertisement.
10. PROPOSAL REQUIREMENT: In Accordance with PROPOSAL PACKAGE.
11. EVALUATION FACTORS. The evaluation factors include, but are not limited to, innovation; project approach and methodology; capability; qualifications, experience; price; and past performance with other entities or the OWNER.
12. PROPOSAL EVALUATION. The OWNER shall award to the responsive and qualified proposer whose proposal is determined to be the most advantageous to the OWNER. Evaluation of proposals

shall be based on the evaluation factors set forth in the request for proposals and any other relevant information obtained through the evaluation process.

- Cover Letter – single page / 1 sided
- Proposal Form – complete & stapled
- Ability of Project Manager & Project Engineer – 5 similar projects
 - Higher points will be awarded for rural development projects
 - Rural Development cost estimating performance
 - Satisfactory record of integrity
- Engineering Team Composition
 - Team members & assignments
- Experience of Design Office – 5 similar projects
- Location of Work To Be Performed
- Project Scope & Approach
- Project Schedule
- Schedule of Hourly Billing Rates
- Resource List
- Insurance Statement
- Other criteria as relevant

13. MINIMUM SCOPE OF WORK. The scope of work shall include at a minimum the following components in order to be considered responsive. (The City of Apalachicola will be replacing and relocating critical wastewater infrastructure from the current location to a nearby location out of the flood zone.)

- The proposer shall review Florida RUS Bulletin 1780-1, Rural Utilities Service Water And Waste, Processing Checklist – Public Bodies, and indicate which items that will be the responsibility of the proposer in the scope of work.
- The proposer shall prepare a Preliminary Engineering Report (PER) acceptable and in accordance with applicable RUS Bulletins and Instructions:
 - a. RUS Bulletin 1780-2 PER for Water Facilities;
 - b. RUS Bulletin 1780-33 for Conducting Value Engineering Studies; and
 - c. RUS Instruction 1780.33(c).
- The proposer shall prepare an Environmental Report (ER) acceptable to and in accordance with applicable RUS Bulletins and Instructions:
 - a. RUS Bulletin 1794A-604;
 - b. RUS Instruction 1780.33(f);
 - c. SI 1794-1 Exhibit HFL;
 - d. RUS Bulletin 1794-1.
- Following a successful award of loan/grant financing, the proposer may be requested by the OWNER to prepare engineering design documents, plans, and specifications; assist during bidding; provide services during construction; and final certification.

14. STANDARD OF QUALIFICATION. All awards made by the OWNER, whether obtained by invitation to bid/advertisement, or request for information, proposal, or quotation, shall consider whether the prospective contractor/vendor meets the standard of qualification. Factors to be considered in determining whether the standard of qualification has been met shall include whether

a prospective contractor/vendor has the available the appropriate financial, material, equipment, facility, and personnel;

- Resources and expertise, or the ability to obtain them, necessary to indicate its capability to meet all contractual requirements;
- Satisfactory Record of Performance;
- Satisfactory Record of Integrity;
- Legal ability to Contract with the OWNER; and
- Supplied all necessary information in connection with the inquiry concerning responsibility including but not limited to any licenses, permits, or organization papers required.

15. QUALIFICATIONS OF CONTRACTOR/VENDOR. The prospective contractor/vendor shall supply information requested by the OWNER concerning the qualification of such contractor/vendor. If such contractor/vendor fails timely to supply the requested information, the OWNER shall base the determination of qualification upon any available information, or may find the prospective contractor/vendor non-qualified if such failure is unreasonable.
16. RESERVATION OF RIGHTS. The OWNER reserves the right to waive any informality or irregularity in any Proposal received; or reject any and/or all Proposals, or re-advertise. The OWNER reserves the right to cancel the award of any Contract at any time before the execution of such Contract by all parties without any liability to the OWNER. For and in consideration of the OWNER considering Proposals submitted, the Proposer, by submitting its Proposal, expressly waives any claim to damages, of any kind whatsoever, in the event the OWNER exercises its right to cancel the award in accordance herewith. In the event only one responsive proposal is received, the OWNER reserves the right to award to the sole proposer; re-advertise the request for proposal, with or without making changes to the evaluation factors; or elect not to proceed. The OWNER reserves the right to select, from among the various Proposal alternates, those alternates to be included in the final Contract as well as the right and option to award or re-solicit Proposal alternates in any sequence or at any time deemed to be in the best interest of the OWNER.
16. AWARD. Notice of the intent to award shall be posted at the location set for proposal submission for a period of (5) business days. The award shall be made in accordance with the provisions of the request for proposal.
17. EXECUTION OF CONTRACT. The Contract between Proposer and the OWNER shall be in the form of the "Consultant Agreement" included herewith. The successful Proposer shall assist and cooperate with the OWNER in executing the Contract, and within fourteen (14) calendar days following its presentation shall execute same, and return it to the OWNER along with the Insurance Certificates and any other documentation that may be required by the Contract Documents to be submitted at that time.
18. AVAILABILITY OF FUNDS. The obligation of the OWNER to enter into the Contract with the accepted Proposer is subject to the availability of funds lawfully appropriated for the services by the OWNER.
19. REGISTRATION OR LICENSE. The Proposer shall have or obtain the necessary professional registrations, certifications, and licenses necessary to perform the work and comply with federal, state, and local requirements and regulations.
20. PUBLIC ENTITY CRIMES. Pursuant to Florida Statutes section 287.133(2)(a), all Proposers are hereby notified that a person or affiliate who has been placed on the convicted vendor list following

a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes section 287.017 for CATEGORY TWO (currently \$25,000) for a period of 36 months from the date of being placed on the convicted vendor list.

A "Public entity crime" means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with the State of Florida, any of its departments or agencies, or any political subdivision of the State of Florida, or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

21. TAXES. Cost of all sales and other taxes for which the Proposer is liable under the Contract shall be included in the Proposal.

END OF INSTRUCTIONS TO PROPOSERS

QUALIFICATION FORM

REQUEST FOR ENGINEERING QUALIFICATIONS #2022-01

City of Apalachicola, FL
192 Coach Wagoner Blvd.
Apalachicola, FL 32320
Phone: (850) 653-9319 ~ Fax: (850) 653-2205

1. The undersigned, having carefully and to our full satisfaction examined the Request For Qualifications (RFQ) Documents for selection under a "Continuing Contract" procedure to provide: **Engineering Consulting Services for the City of Apalachicola Wastewater Treatment Plant**, including preliminary engineering report, environmental report, engineering design, drawings, construction documents & specifications, permitting, bid evaluation, services during construction, and final certification. The City of Apalachicola will be replacing and relocating critical wastewater infrastructure from the current location to a nearby location out of the flood zone. The undersigned hereby proposes to furnish same as follows – all in accordance with the Consultants Competitive Negotiation Act (CCNA) Title 19, Section 287.055, Florida Statutes. We understand that the Proposal Package shall consist of:
 - A Cover Letter – single page and one sided.
 - The completed and stapled RFQ Form – DO NOT insert pictures, photographs, graphics, resumes, and data not specifically requested. RFQ's shall NOT be bound with covers, dividers, ring binders, comb bindings, etc.
 - Submittals shall be a maximum of 14 pages. Minimum of 10 point font.
 - One (1) original and eight (8) copies of the fully completed and executed Proposal Package shall be submitted. Proposal
2. By submission of this RFQ, the undersigned certifies, and in the case of a joint Proposal, each party hereto certifies as to his own organization, that this Proposal is made in good faith and has been arrived at independently, without collusion, consultation, communication or agreement as to any matter relating to this Proposal with any other Proposer.
3. By submission of this Proposal, the undersigned certifies, that they are willing to abide by the requirements of the Florida Department of Economic Opportunity, the State Revolving Fund Program, or other funding rules.

SUBMITTED BY:

Company Name (Print)

SIGNED

Company (Print)

By Name and Title (Print)

Company City, State, Zip Code (Print)

Professional Engineering License No.

Federal Tax I.D. Number

Phone Number (include area code)

REQUEST FOR ENGINEERING PROPOSALS

Engineering Consulting Services for the City of Apalachicola Wastewater Treatment Plant, preliminary engineering report, environmental report, engineering design, drawings, construction documents & specifications, permitting, bid evaluation, services during construction, and final certification. The City of Apalachicola will be replacing and relocating critical wastewater infrastructure from the current location to a nearby location out of the flood zone.

List prime engineering firm and sub-consultants, which are proposed for this project: List major tasks or assignments each firm will be handling and percentage of work these tasks / assignments represent of the total contract.

Name of **PRIME Engineering Firm**: _____
Address: _____
Major Tasks: _____
Percentage of Work: _____ Distance to City of Apalachicola: _____ miles
Phone No: _____ Email: _____
Contact Person: _____ Title: _____

Name of **Sub-Consulting Firm**: _____
Address: _____
Major Tasks: _____
Percentage of Work: _____ Distance to City of Apalachicola: _____ miles
Phone No: _____ Email: _____
Contact Person: _____ Title: _____

Name of **Sub-Consulting Firm**: _____
Address: _____
Major Tasks: _____
Percentage of Work: _____ Distance to City of Apalachicola: _____ miles
Phone No: _____ Email: _____
Contact Person: _____ Title: _____

Other Sub-Consulting _____

Firms:

ABILITY OF PROJECT MANAGER & PROJECT ENGINEER

List up to five (5) similar projects in which the proposed project manager or project engineer has served in the same capacity during the past five years on. Higher points will be awarded for project cost estimating performance, satisfactory record of integrity and funding sources

Proposed Project Manager (PM): _____

Current Office Assignment of PM: _____

Project Engineer (PE): _____

Current Office Assignment of PE: _____

Project Name and Owner and Description of Work	Construction Cost	Funding (circle all)	Reference Name, Address & Phone No
1.	\$	USDA RD FDEP NFWFMD CDBG	
2.	\$	USDA RD FDEP NFWFMD CDBG	
3.	\$	USDA RD FDEP NFWFMD CDBC CDBG	
4.	\$	USDA RD FDEP NFWFMD CDBG	
5.	\$	USDA RD FDEP NFWFMD CDBG	

ENGINEERING TEAM COMPOSITION

List the proposed engineering team member assignments. Add or delete rows and roles / assignments tailored to reflect your proposed team member assignments. Fill in data as requested/listed below for each proposed team member.

Engineering Team Name and Address:					
Team Member Role / Assignment	Name, City Of Residence, and Company Of Individual Assigned To The Project	Funding Experience (NFWFMD, CDBG, FDEP, USDA)	Number Of Years Of RD/Other Experience	Education Degree(s)	Florida Active Registrations Numbers.
Principal-in-charge		Yes / No			
Project Manager		Yes / No			
Project Engineer		Yes / No			
Environmental Professional		Yes / No			
Structural Engineer		Yes / No			
Electrical Engineer		Yes / No			
Instrumentation Engineer		Yes / No			
Surveyor		Yes / No			
Construction Administrator		Yes / No			
Other Key Member <i>[insert assignment]</i>		Yes / No			
Other Key Member <i>[insert assignment]</i>		Yes / No			
Other Key Member <i>[insert assignment]</i>		Yes / No			
Other Key Member		Yes / No			

<i>[insert assignment]</i>					
Other Key Member <i>[insert assignment]</i>		Yes / No			
Other Key Member <i>[insert assignment]</i>		Yes / No			
Other Key Member <i>[insert assignment]</i>		Yes / No			

EXPERIENCE OF DESIGN OFFICE - SIMILAR PROJECTS

List a minimum of one (1) and maximum of five (5) projects most closely related to the referenced capital improvement program projects which the designated office of your firm (location of work to be performed) has completed in the past five (5) years, if you are using a sub-consultant for twenty percent (20%) or more of the project list three projects of your own and two projects for the first sub-consultant:

<p>1. Project Name Brief Description: Owner/Contract: Contact Name, Address & Phone: Email Construction Cost (or Est.): Project Completion Date: Engineer of Record: Funding Type:</p>
<p>2. Project Name Brief Description: Owner/Contract: Contact Name, Address & Phone: Email Construction Cost (or Est.): Project Completion Date: Engineer of Record: Funding Type:</p>
<p>3. Project Name Brief Description: Owner/Contract: Contact Name, Address & Phone: Email Construction Cost (or Est.): Project Completion Date: Engineer of Record: Funding Type:</p>
<p>4. Project Name Brief Description: Owner/Contract: Contact Name, Address & Phone: Email Construction Cost (or Est.): Project Completion Date: Engineer of Record: Funding Type:</p>
<p>5. Project Name Brief Description: Owner/Contract:</p>

Contact Name, Address & Phone:

Email

Construction Cost (or Est.):

Project Completion Date:

Engineer of Record:

Funding Type:

LOCATION OF WORK TO BE PERFORMED

State address of Prime Engineer's office where the majority of work will be handled:

Prime Engineering

Firm: _____

Address: _____

City, State & Zip: _____

Estimate percentage (%) of total standard engineering service fees projected to be handled by the office specified above; Specify work, e.g., engineering, survey, AutoCAD, environmental, geotechnical;

Percentage of Work
Work: _____ Type: _____

State address (city) of Prime Engineer's other offices where ANY PART of the work will be handled: Specify work, e.g., surveying, geotechnical;

Address: _____

City, State & Zip: _____

Estimate percentage (%) of total standard engineering service fees projected to be handled by the office specified above;

Percentage of Work
Work: _____ Type: _____

State name and address of any subcontractors that the Prime Engineer will employ. , e.g., surveying, geotechnical;

Sub-Contractor _____

City & State & Zip: _____

Percentage of Work
Work: _____ Type: _____

Sub-Contractor _____

City & State & Zip: _____

Percentage of Work
Work: _____ Type: _____

Sub-Contractor _____

City & State & Zip: _____

Percentage of Work
Work: _____ Type: _____

PROJECT SCOPE AND APPROACH

Using the remainder of this page and a maximum of one (1) additional page (8½" x 11"), delineate your firm's understanding of the capital improvement program projects, approach to successful completion, specialized skills available, special consideration and possible difficulties to complete these projects as specified (minimum font 11-point). Be sure to include components listed in the INSTRUCTIONS TO PROPOSERS, Item No. 14 including the Preliminary Engineering Report (PER), Environmental Report (ER), engineering design documents, plans, specifications; assist during bidding; provide services during construction; and final certification.

PROJECT SCOPE AND APPROACH (continued)

PROJECT SCHEDULE

Prepare and insert a Project Schedule here – maximum of two pages (8½" x 11"), or using the remainder of this page and the next, provide an estimated project schedule based on your experience and professional judgment. The Project Schedule should include all items in the PROJECT SCOPE AND APPROACH. Assume that selection a firm will occur within 30 days of the submittal date for this proposal – also assume that negotiation, Preliminary Engineering Report (PER), and Environmental Report (ER) can occur within 30 days after firm selection. Assume a second contract with the City of Apalachicola for design and construction work once grant funding is awarded. Assume normal review periods and activities by the City of Apalachicola and the grantor necessary to perform the work.

PROJECT SCHEDULE (continued)

**LIST AVAILABLE RESOURCES, MATERIALS, EQUIPMENT, FACILITIES NECESSARY TO
MEET ALL CONTRACTUAL REQUIREMENTS**

Use the remainder of this page (or replace this page) to list of resources, materials, equipment, facilities that you might need and have to meet all contractual requirements (minimum font 11-point).

CONSULTANT INSURANCE REQUIREMENTS STATEMENT

Coverage	Required Limits
Workers' Compensation Insurance	Per State Law
Commercial General Liability	\$500,000 Combined Single Limit Bodily Injury And Property Damage Each Occurrence
Automobile Liability	Per State Law
Professional Liability	\$500,000 Each Occurrence

If approved for this project, our engineering team will meet or exceed the Consultant Insurance Requirements as outlined above, and will submit proof of insurance with execution of the signed contract.

Company Name (Print)

SIGNED

Company Address (Print)

By Name and Title (Print)

ADVERTISEMENT

REQUEST FOR ENGINEERING PROPOSALS

**City of Apalachicola
192 Coach Wagoner Blvd.
Apalachicola, FL 32320
Phone: (850) 653-9319 ~ Fax: (850) 653-2205**

The City of Apalachicola, Florida, will receive sealed proposals for: **Engineering Consulting Services for Wastewater System Improvements for the City of Apalachicola**, including Preliminary Engineering Report, Environmental Report, Engineering design, drawings, construction documents & specifications, permitting, bid evaluation, services during construction, and final certification.

Sealed proposals will be received by **City of Apalachicola, Florida** at or **192 Coach Wagoner Blvd., Apalachicola, FL 32320** until **4:00PM on February 4th, 2022**. Proposals received after the designated time and/or date will not be considered.

Proposals will be publicly opened and read aloud in the City of Apalachicola, Florida offices on the above appointed date and time. Late submittals will be returned to the sender unopened.

**Sealed Proposals must be clearly marked with the RFP number.
City of Apalachicola staff will enter the time and date of the opening.**

Mail or deliver to: **City of Apalachicola
192 Coach Wagoner Blvd.
Apalachicola, FL 32320
Attn: Travis Wade, City Manager**

Scope: Includes, but is not limited to the above listed services, including compliance with all applicable City of Apalachicola, Florida, state and federal laws, statutes, administrative rules, contract provisions, acts, and procedural requirements and in accordance with USDA Rural Utilities Service and Drinking Water State Revolving Fund guidelines.

Copies of the Documents may be obtained from City of Apalachicola, 192 Coach Wagoner Blvd., Apalachicola, FL 32320 or requested on-line at twade@cityofapalachicola.com.

The City of Apalachicola, Florida reserves the right to: waive any technicalities; reject any and all proposals which are incomplete, conditional, non-responsive, or which contain additions not allowed for; reject any or all proposals in whole or in part with or without cause; and accept the proposal which best serves the utility.

Publish: **Apalachicola Times [insert date published]**

INSTRUCTIONS TO PROPOSERS

In order to be considered responsive, all Proposals must be made in accordance with these Instructions to Proposers.

1. **DOCUMENTS.** The Request For Proposal (RFP) Documents may be obtained from the **City of Apalachicola** [hereafter referred to as the OWNER], **192 Coach Wagoner Blvd., Apalachicola, FL 32320.**
2. **EXAMINATION OF RFP DOCUMENTS.** It is the responsibility of each Proposer before submitting a Proposal, to: a) Examine the RFP Documents thoroughly; and b) Consider federal, state and local laws and regulations, and local conditions that may affect cost, progress, or performance of the project.
3. **QUESTIONS.** Submit or fax all questions about the RFP Documents to the **City of Apalachicola, Florida, 192 Coach Wagoner Blvd., Apalachicola, FL 32320**, fax number: **(850) 653-2205**, or email **twade@cityofapalachicola.com**, Attention: **Travis Wade**, in writing no later than five (5) working days prior to the Proposal Opening. Written replies will be issued to all Proposers of record. Questions received less than five (5) working days before Proposal opening cannot and will not be answered.
4. **DEFINITIONS.** Whenever in these Instructions, the terms defined in the Contract are used (or pronouns used in place of them), the intent and meaning of such terms shall be interpreted as indicated in the Contract.

In addition, the following definitions shall apply:

- **Proposal** means an executed formal document submitted to the OWNER, Florida stating the goods, consultant services, and/or services, as applicable, offered by the proposer to satisfy the needs as requested in the request for proposal – all in accordance with the Consultants Competitive Negotiation Act (CCNA) Title 19, Section 287.055, Florida Statutes.
 - **Contract** means the Goods Agreement between the successful proposer as vendor and the OWNER, Florida in the form attached to and included in the RFP Documents.
 - **Goods, consultant services, and/or services, as applicable**, mean: **Engineering Consulting Services for Wastewater System Improvements, City of Apalachicola, Florida.**, including preliminary engineering report, environmental report, engineering design, drawings, construction documents & specifications, permitting, bid evaluation, services during construction, and final certification. The City of Apalachicola will be replacing and relocating critical wastewater infrastructure from the current location to a nearby location out of the flood zone.
 - **RFP Documents** means the Contract and these Instructions to Proposers.
 - **Contractor** means any person, firm or entity having a contract with the OWNER.
 - **Vendor** means an actual or potential supplier of goods, services, and/or consultant services.
5. **PROPOSAL PACKAGE.** Proposals shall be made in the manner set forth herein. The Proposal Package shall consist of:
 - A Cover Letter – single page and one sided. Minimum 10-point font. The cover letter shall include a proposal statement setting forth in detail how the Proposal meets the proposal requirements and evaluation factors.
 - The completed PROPOSAL FORM, only.
 - Proposer shall not submit additional, pictures, photographs, graphics, resumes, and data not specifically requested below and/or in the PROPOSAL FORM. Proposals shall be stapled. Proposals shall NOT be bound with covers, dividers, ring binders, comb bindings, etc.
 - Identification of any and all proposed subcontractors and Project Team Members, including professional resumes and applicable licensure or registration information.

- Evidence of required registration and/or licensure as set forth in the RFP Documents.
 - One (1) original and eight (8) copies of the fully completed and executed Proposal Package shall be submitted. Proposal Packages submitted after the time and date specified will not be considered and will be returned unopened.
6. SUBMITTAL. Submit entire Proposal Package (one (1) original and eight (8) copies) in an opaque, sealed envelope. Identify the envelope with: (1) Project Name, (2) Name of Proposer, (3) Proposal Number. Submit Proposal Package in accordance with the Request for Proposals/Advertisement. All items in the Proposal Package required for responsive Proposal shall be included. It is the responsibility of the Proposer to ensure that the Proposal Package is complete and received at the proper time.
 7. WITHDRAWAL OF PROPOSAL. The Proposal may be withdrawn by the Proposer by means of a written request, signed by the Proposer or its duly authorized representative. Such written request must be delivered to the place specified in the Request for Proposals/Advertisement for the receipt of Proposals prior to the scheduled closing time for receipt of Proposals. Modifications will not be accepted or acknowledged.
 8. DISQUALIFICATION. More than one Proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. If the OWNER believes that collusion exists among Proposers, all Proposals will be rejected.
 9. PRE-BID MEETING: N/A
 10. OPENING. Proposals will be publicly opened as announced in the Request for Proposals/Advertisement.
 11. PROPOSAL REQUIREMENT: In Accordance with PROPOSAL PACKAGE.
 12. EVALUATION FACTORS. The evaluation factors include, but are not limited to, innovation; project approach and methodology; capability; qualifications, experience; price; and past performance with other entities or the OWNER.
 13. PROPOSAL EVALUATION. The OWNER shall award to the responsive and qualified proposer whose proposal is determined to be the most advantageous to the OWNER. Evaluation of proposals shall be based on the evaluation factors set forth in the request for proposals and any other relevant information obtained through the evaluation process.
 - Cover Letter – single page / 1 sided
 - Proposal Form – complete & stapled
 - Ability of Project Manager & Project Engineer – 5 similar projects
 - Higher points will be awarded for rural development projects
 - Rural Development cost estimating performance
 - Satisfactory record of integrity
 - Engineering Team Composition
 - Team members & assignments
 - Experience of Design Office – 5 similar projects
 - Location of Work To Be Performed
 - Project Scope & Approach
 - Project Schedule
 - Schedule of Hourly Billing Rates
 - Resource List
 - Insurance Statement
 - Other criteria as relevant
 14. MINIMUM SCOPE OF WORK. The scope of work shall include at a minimum the following components if order to be considered responsive.

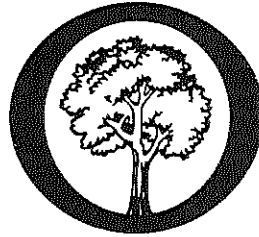
- The proposer shall review Florida RUS Bulletin 1780-1, Rural Utilities Service Water and Waste, Processing Checklist – Public Bodies, and indicate which items that will be the responsibility of the proposer in the scope of work.
 - The proposer shall prepare a Preliminary Engineering Report (PER) acceptable and in accordance with applicable RUS Bulletins and Instructions:
 - a. RUS Bulletin 1780-2 PER for Water Facilities;
 - b. RUS Bulletin 1780-3 for Wastewater Facilities;
 - c. RUS Bulletin 1780-4 for Solid Waste Management Facilities; or
 - d. RUS Bulletin 1780-5 for Stormwater Management Facilities; and
 - e. RUS Bulletin 1780-33 for Conducting Value Engineering Studies; and
 - f. RUS Instruction 1780.33(c).
 - The proposer shall prepare a Environmental Report (ER) acceptable and in accordance with applicable RUS Bulletins and Instructions:
 - a. RUS Bulletin 1794A-604;
 - b. RUS Instruction 1780.33(f);
 - c. SI 1794-1 Exh HFL;
 - d. RUS Bulletin 1794-1.
 - Following a successful award of loan/grant financing, the proposer may be requested by the OWNER to prepare engineering design documents, plans and specifications; assist during bidding; provide services during construction; and final certification.
15. STANDARD OF QUALIFICATION. All awards made by the OWNER, whether obtained by invitation to bid/advertisement, or request for information, proposal, or quotation, shall consider whether the prospective contractor/vendor meets the standard of qualification. Factors to be considered in determining whether the standard of qualification has been met shall include whether a prospective contractor/vendor has the available the appropriate financial, material, equipment, facility, and personnel;
- Resources and expertise, or the ability to obtain them, necessary to indicate its capability to meet all contractual requirements;
 - Satisfactory Record of Performance;
 - Satisfactory Record of Integrity;
 - Legal ability to Contract with the OWNER; and
 - Supplied all necessary information in connection with the inquiry concerning responsibility including but not limited to any licenses, permits, or organization papers required.
16. QUALIFICATIONS OF CONTRACTOR/VENDOR. The prospective contractor/vendor shall supply information requested by the OWNER concerning the qualification of such contractor/vendor. If such contractor/vendor fails timely to supply the requested information, the OWNER shall base the determination of qualification upon any available information, or may find the prospective contractor/vendor non-qualified if such failure in unreasonable.
17. RESERVATION OF RIGHTS. The OWNER reserves the right to waive any informality or irregularity in any Proposal received, or reject any and/or all Proposals, or re-advertise. The OWNER reserves the right to cancel the award of any Contract at any time before the execution of such Contract by all parties without any liability to the OWNER. For and in consideration of the OWNER considering Proposals submitted, the Proposer, by submitting its Proposal, expressly waives any claim to damages, of any kind whatsoever, in the event the OWNER exercises its right to cancel the award in accordance herewith. In the event only one responsive proposal is received, the OWNER reserves the right to award to the sole proposer; re-advertise the request for proposal, with or without making changes to the evaluation factors; or elect not to proceed. The OWNER reserves the right to select, from among the various Proposal alternates, those alternates to be included in the final Contract as well as the right and option to award or re-solicit Proposal alternates in any sequence or at any time deemed to be in the best interest of the OWNER.

16. AWARD. Notice of the intent to award shall be posted at the location set for proposal submission for a period of (5) business days. The award shall be made in accordance with the provisions of the request for proposal.
17. EXECUTION OF CONTRACT. The Contract between Proposer and the OWNER shall be in the form of the "Consultant Agreement" included herewith. The successful Proposer shall assist and cooperate with the OWNER in executing the Contract, and within fourteen (14) calendar days following its presentation shall execute same and return it to the OWNER along with the Insurance Certificates and any other documentation that may be required by the Contract Documents to be submitted at that time.
18. AVAILABILITY OF FUNDS. The obligation of the OWNER to enter into the Contract with the accepted Proposer is subject to the availability of funds lawfully appropriated for the services by the OWNER.
19. REGISTRATION OR LICENSE. The Proposer shall have or obtain the necessary professional registrations, certifications, and licenses necessary to perform the work and comply with federal, state and local requirements and regulations.
20. PUBLIC ENTITY CRIMES. Pursuant to Florida Statutes section 287.133(2)(a), all Proposers are hereby notified that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes section 287.017 for CATEGORY TWO (currently \$25,000) for a period of 36 months from the date of being placed on the convicted vendor list.

A "Public entity crime" means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with the State of Florida, any of its departments or agencies, or any political subdivision of the State of Florida, or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
21. TAXES. Cost of all applicable sales and other taxes for which the Proposer is liable under the Contract shall be included in the Proposal.

END OF INSTRUCTIONS TO PROPOSERS

PROCLAMATION



Arbor Day

Whereas, the Arbor Day Foundation has certified the City of Apalachicola as a Tree City, and

Whereas the City Commission has appointed a Tree Committee that will observe Arbor Day at the Scipio Creek Marina farmers market on January 22, 2022, by handing out free trees provided by the Florida Forest Service,

Whereas, trees reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and

Whereas, trees are a renewable resource giving us paper, wood for our homes, and countless other wood products, and

Whereas, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

Whereas, trees, wherever they are planted, are a source of joy and spiritual renewal.

Now, therefore, I, Brenda Ash, Mayor of the City of Apalachicola, do hereby proclaim January 22, 2022, as Arbor Day in the City of Apalachicola, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

Further, I urge all citizens to plant trees to promote the well-being of this and future generations.

Signed:

Brenda Ash

January 4, 2022

MAYOR'S PROCLAMATION
Apalachicola School Choice Week

WHEREAS, all children in Apalachicola should have access to the highest-quality education possible; and,

WHEREAS, Apalachicola recognizes the important role that an effective education plays in preparing all students in Apalachicola to be successful adults; and,

WHEREAS, quality education is critically important to the economic vitality of Apalachicola; and,

WHEREAS, Apalachicola is home to a multitude of high quality public and nonpublic schools from which parents can choose for their children, in addition to families who educate their children in the home; and

WHEREAS, educational variety not only helps to diversify our economy, but also enhances the vibrancy of our community; and,

WHEREAS Apalachicola has many high-quality teaching professionals in all types of school settings who are committed to educating our children; and,

WHEREAS, School Choice Week is celebrated across the country by millions of students, parents, educators, schools and organizations to raise awareness of the need for effective educational options;

NOW, THEREFORE, I, Brenda Ash do hereby recognize January 23 – 29, 2022 as Apalachicola School Choice Week, and I call this observance to the attention of all of our citizens. Signed this 4th day of January, 2022.

ATTEST:

Deborah Guillotte, City Clerk

Brenda Ash, Mayor

December saw more people in town and more activity downtown. We increased patrol to the shops and bars downtown as well as local restaurants.

With the exception of some petit thefts, including some recovered items, all was calm. Domestic verbal arguments were increased this month which is always expected this time of year. No major incidents were reported. We continue to patrol and stop golf carts that are not permitted. We love forward to a happy and safe 2022!

Dec-21 Totals

Traffic Stops/ Warnings/ citations	17
Arrests/ Warrant Requests	7
Traffic Accidents	8
Burglary/Theft calls	8
Assist Citizens/ Complaints/investigations	425
Trespass Warnings/agreements	7
Business alarm calls/building checks/welfare checks	696
assist county call/other agencies	36
Assist Animal control	1
Domestic cases involving violence/disturbance calls	5
Drugs	
Total calls from dispatch	1452

APALACHICOLA VOLUNTEER FIRE/RESCUE

27 calls
Nov 21

Bi-Monthly Report

1. Accidents		
2. Lift Assist EMS	<u>20</u>	
3. Bi-Monthly Meetings	<u>2</u>	
4. Brush Fires	<u> </u>	
5. House Fires	<u>3</u>	
6. Oven Fires	<u>2</u>	
7. Gas Leaks		<u> </u>
8. Life Flights		<u> </u>
9. Search/Rescue		<u> </u>
10. Training		<u> </u>
11. Transformer Fires		<u> </u>
12. Vessels		<u> </u>

1st Responder calls 36

Firefighter Attendance

1. George Watkins		
2. Fonda Davis	<u>4</u>	
3. Ginger Creamer	<u>3</u>	
4. Albert Floyd	<u>19</u>	
5. Rhett Butler	<u>3</u>	
6. Mark Creamer	<u>4</u>	
7. Palmer Philyaw	<u> </u>	
8. Mike Vroegop	<u> </u>	
9. Troy Segree	<u> </u>	
10. Rick Hernandez	<u>16</u>	
	<u>1</u>	
11. Holden Foley		<u> </u>
12. Avery Scott		<u> </u>
13. Bruce Hoffman		<u>26</u>
14. Ashley Teat		<u>0</u>
15. Anthony Croom		<u>1</u>
16. Scott Brecken		<u>9</u>
17. Brooke Newell		<u>2</u>
18. Shannon Segree		<u>8</u>
19. Adam Joseph		<u>5</u>
20. Craig Gibson		<u>8</u>

Additional Notes:

Recorded by: Scott Croom

Date: 12-8-21

Grant Development and Implementation Coordinator – Bree Robinson

City Commission Meeting – January 4, 2022 – 4:00

**1. Florida Department of State African-American Cultural and Historical Grant –
Apalachicola Museum of African-American Culture and History**

Submitted on 11/30, will hear awards in 2022.

2. HMGP – Backup Generator for Vacuum Station (108 Avenue F)

Grant application was submitted for \$170,000 for a new backup generator. (Current in use is too small for need.) Had to apply for a portable generator instead of stationary, as they will not fund for a stationary one in a flood zone.

3. Duke Energy – Christmas Lights

We applied for and received \$2,500 in funds for new/additional Christmas lights for the City. Check has been received!

4. Leslie Street

WAITING FOR UPDATE ON APPEAL

5. National Park Service Grants for Repair and Restoration of the Montgomery Cotton Warehouse (Old City Hall) and the Harrison-Raney Cotton Warehouse (HCA)

The City has signed a contract with the historic architect (4M Design – Mark Tarmey) and he has begun measuring, photographing and assessing the two buildings in terms of documenting existing condition and recommended required repair that will be completed in accordance with historic standards. The City has successfully met the first progress report deadline and procurement deadlines set out in the grant agreement. Next week, we begin drafting advertisements for RFPs for all of the other required service contracts including electrical, construction, roof (if nec) and flood mitigation. We will coordinate with the architect to review the rfps to incorporate what he suggests (within budget of

course). We can expect to see the first architect deliverables within the next month.

6. *Fire Hydrants*

The hydrants for the Phase I of the 2021-2022 Capital Investment Plan outlined in the 2021-2022 Budget will be ordered in December with installation in Calendar Q1, 2022. Cost of materials went up higher than budgeted amount – waiting on consult from interim finance director before placing the order.

7. *Grants Update - *updates needed**

- a. FDOT City Landscaping Bids Received – bids received were over budget, waiting for instruction from FDOT on how to proceed.
- b. CDBG-DR Infrastructure – Awaiting Scope of Work Request from DEO
- c. CDBG-DR Hometown Revitalization – Submitted Scope of Works for both the Riverfront and Hill Projects.
- d. HMGP Emergency Generators – Documents received and executed. Awaiting CDBG-DR Award for Matching Funds.
- e. HMGP Market Street Vacuum Station Documents received and executed. Awaiting CDBG-DR Award for Matching Funds.
- f. Michael FEMA Projects – Finance Director must file a quarterly report that indicated little or no progress on many funded claims.
 - i. Lafayette Park Pier Pavilion, Work Begins 12/4/2021
 - ii. New documents are filed with the US Corps of Engineers. FEMA requested documentation on communication and certain approvals or permits from the Corps of Engineers.
 - iii. Dewberry working on documentation for Scopes on Bodiford Park and the Mill Pond Mooring Basin. Permits filed for within deadline.
 - iv. Battery Park V Pier has sparked interest at FEMA even though there has been no determination from NFWS concerning the habitat of the endangered sawfish. Three pages of questions have been answered.
 - v. Lafayette Park Pier Pavilion, Work Begins 12/4/2021
- g. DEP – WWTP Tank Cleaning – US Submergent mobilized and began work 12/1/21. Completed on 12/9!

8. **DEP Grant Application - WWTP**

Grant #2 is an application for the WWTP totaling \$14 million - the City of Apalachicola was approved for the full \$14 million for new equipment and relocation. There is a duplication within the DEP WWTP \$14 million and the DEO Headworks \$4 million grants. The DEP application included the Headworks. The City has been in contact with both the DEO and DEP regarding this issue. DEO will not change their scope of work for the Headworks project, but DEP is open to removing the Headworks from the scope and replacing it with other key structures that will be relocated, as well. (With proper justification.) We will hear back from DEP with their decision in January.

Grant #1 on the vulnerability study is still awaiting action DEP confirmed that it was still in process and that they had only sent out documentation and requests on infrastructure projects.

9. **Battery Park** – 10 Foot Hole Seawall – Ready to go out for bid in January.

10. **USDA Water Street Permeable Parking Sidewalk and Lighting** – Ad ran again without mandatory meeting. USDA requested the City do this the third time as we had only one interested contractor. New submission date 12/16/2021. (Another extension until January 17th was approved in case we need more time again.) One bid received – it was over budget. Dewberry is reviewing and has been in contact with USDA to see about changing the scope and working with the contractor to negotiate the bid. We were told by USDA to hold off on advertising again - waiting to hear back from State Office on how to proceed.

CITY OF APALACHICOLA
ADMINISTRATION DEPARTMENT
December 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

68 work orders issued and 52 work orders completed

2346 payments processed

2090 bills mailed

139 cut-off list

TTHM letter prepared and mailed out

Approximately 372 checks processed by accounts payable

Wastewater Treatment Plant

Monthly Report

December 2021

- . We treated 8,240,000 gal of Wastewater
- . 12/6 Electricians started replacing Motor starters on SBR Blowers .US Submergent started cleaning #1 SBR tank
- . 12/7 Hauling Sludge to Franklin Landfill
- . 12/9 #1 SBR tank is cleaned
- . 12/10 Cleaned up vegetation around Digesters
- . 12/15 DEP Inspection of WWTP. They seen improvement. A few small problems
- . 12/17 Replaced electric contactor for #2 pump in yard pump station
- . 12/17 Influent flow meter was calibrated
- .12/22 Worked on spray heads in the East spray fields
- .12/27 Cleaned fuel tank and lines on 9,000 W portable generator
- . 12/29 Cleaning on roads in East spray fields