

REGULAR MEETING  
APALACHICOLA CITY COMMISSION  
TUESDAY, FEBRUARY 7, 2023 – 4:00PM  
BATTERY PARK COMMUNITY CENTER  
1 BAY AVE., APALACHICOLA, FLORIDA 32320

**Agenda**

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

- I. Call to Order**
  - Invocation
  - Pledge of Allegiance
  
- II. Agenda Adoption**
  
- III. Public Comment**
  
- IV. New Business**
  - 1. Expenditure Approval – Drinking Water
  - 2. Expenditure Approval – WWTP Motor Replacement
  - 3. Library Sidewalk Proposal
  - 4. DEO RIF Award – Drinking Water Study
  - 5. Policy Proposal – Backflow Preventer Inspections
  - 6. Cemetery Maintenance Contract Award
  - 7. FDOT M-SCOP Resolution Approval
  
- V. Unfinished Business**
  - 1. National Park Service Grant award – Old City Hall
  - 2. National Park Service Grant award – HCA Building
  - 3. Legislative Appropriations Request Approval
  
- VI. Mayor and Commissioner Comments**
  
- VII. City Manager Communications – Report Attached**
  
- VIII. Grants Coordinator Communications – Report Attached**

**IX. Finance Director Communications – Report Attached**

**X. Attorney Communications – Report Attached**

**XI. Consent Agenda**

**A. Meeting Minutes Adoption** – January 3, 2023, Public Hearing and Workshop, January 3, 2023, Regular Meeting and January 9, 2023, Workshop Meeting Minutes.

**B. Planning & Zoning Minutes** - January 9, 2023, Workshop and Regular Meeting

**XII. Department Reports**

**XIII. Adjournment**

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

**APALACHICOLA CITY COMMISSION  
REQUEST FOR BOARD ACTION  
Meeting Date: February 7, 2023**

**SUBJECT:** Drinking Water Repair/Maintenance

**AGENDA INFORMATION:**

**Agenda Location:** New Business  
**Item Number:** 1  
**Department:** Drinking Water  
**Contact:** Rhett Butler/Travis Wade  
**Presenter:** Travis Wade

**BRIEF SUMMARY:** The Ground Storage Tank (GST) has a column on top that contains hundreds of balls that resemble wiffle balls. The water runs over these balls and aerates as it goes into the GST. This aeration reduces smell and is a necessary part of the treatment for the drinking water. These wiffle balls were placed into service more than 15 years ago and are in dire need of being replaced. The current quote to replace them (610 cubic feet of balls) by the company that supplies them to the City is \$14,762.

**RECOMMENDED MOTION AND REQUESTED ACTIONS:** Approve

**FUNDING SOURCE:** Drinking Water Department

**ATTACHMENTS:** Quote from CECO Environmental

- Disregard the price for "Packing For Demister" as it is not necessary at this time.

**STAFF'S COMMENTS AND RECOMMENDATIONS:**



**Proposal Number: P2301022**

**Project Name: SCRUBBER ASSESSMENT FOR CHANGE IN PACKING**

<b>CITY OF APALACHICOLA</b> 192 Coach Wagoner Blvd. Apalachicola, FL 32320	
Attention: Rhett Butler Phone: (850) 653-5466  E-Mail: <a href="mailto:rbutler@cityofapalachicola.com">rbutler@cityofapalachicola.com</a>	Reference:  SCRUBBER SN 5508-3

<b>Date:</b>	<b>01/24/2023</b>
Validity	30 days
Expiration date:	02/24/2023

**Fred Cutlerywala**  
**Technical Product Specialist**  
**Mobil: 469.623.6000**  
**E-mail: [fcutlerywala@onececo.com](mailto:fcutlerywala@onececo.com)**

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**Validity**

*This quotation and pricing herein is valid for thirty (30) days from the date given on the cover page ("Effective Date") and shipment of the order must occur within six (6) months of the Effective Date. Pricing and Payment Terms are subject to credit approval.*

**Escalation**

*Due to market volatility in key raw materials including, but not limited to, steel, nickel, chrome, copper, precious, and other metals, thermoplastic and FRP resins, pricing provided may be subject to escalation at time of HEE-Duall® issuance of purchase orders to its suppliers. All prices in US\$ Dollars.*

**PARTS PRICING:**

Part #	Description	QTY	Unit Price	Extended Price
1PKG31JT0350	PACKING FOR VESSEL	610 CFT	\$24.20	\$14,762.00
1PKG31JT0200	PACKING FOR DEMISTER	50 CFT	\$66.10	\$1,322.00
<b>Total Price (does not include Tax and Shipping)</b>				<b>\$16,084.00</b>

**ESTIMATED LEAD TIME: 6-8 Weeks ARO**

**SERVICE PRICING:**

Currently, we anticipate (ONE) field service technician, ONE weekday ON- SITE for 8-10 hours daily:

Description	Extended Price
<p><b>FIELD SERVICE- Assessment/Inspection to change Packing.</b></p> <p><b>Note:</b></p> <ul style="list-style-type: none"> <li>• Does not cover change of Packing.</li> <li>• We need an inspection/assessment to quote the service for packing change.</li> <li>• We have quoted the packing material in case you wish to order and keep it ready.</li> </ul>	<b>\$7,650.00</b>
<b>Additional Day (if required)</b>	<b>\$2,500.00</b>

<b>Term of Sale:</b>		
<b>Payment Terms:</b>	<b>Net 30 Days or Credit Card (Mastercard/Visa)</b>	
<b>Delivery:</b>	<b>Price is quoted FOB point of origin, freight collect. If necessary, we will ship "Best Way" Pre-Paid and Add with freight charges added to your invoice.</b>	
<b>Parts Lead Time:</b>	<b>Lead time 6-8 Weeks ARO pending component stock on hand, upon drawing approval.</b>	

**Invoicing of Goods/Services**

*Should Customer delay approvals of Drawings (Over 2 weeks from Submittals) or acceptance of Equipment or Start-up (2 weeks from Notification), any respective amounts become immediately due and Customer will be Invoiced accordingly.*

**Offer Acceptance**

ACCEPTANCE OF THIS OFFER IS LIMITED TO ITS TERMS INCLUDING ALL OF THE TERMS AND CONDITIONS ATTACHED, WHICH ARE INTEGRAL PART OF THE OFFER.

**Accepted by:** \_\_\_\_\_

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

**Name/Title:** \_\_\_\_\_

**STANDARD MANUFACTURER'S CLARIFICATIONS AND EXCEPTIONS:**

- *These systems use hazardous chemicals and potentially dangerous rotating equipment which must be operated and maintained by experienced, qualified, and trained personnel. During the course of installation, start-up and testing, the responsibility of safety is by Customer.*
- *Unless otherwise stated the proposed equipment uses industry standard designs for gas and/or vapor absorption and high efficiency mist removal for typical mist loadings. Some process conditions may create non-typical aerosol emissions that may exceed standard mist eliminator capacity. The effects of corrosive aerosol mist exiting the scrubber outside of the efficiencies stated in this proposal are the responsibility of others. Contact HEE-Duall® for information on aerosol formation and recommendations for utilizing premium efficiency mist elimination techniques.*
- *HEE-Duall® reserves the right to have field services such as (installation, start-up, training, and maintenance) provided by third party contractor of their choice.*
- *The above referenced HEE-Duall® all Field Service scope of supply was proposed and priced without any consideration to any form of Confined Space Entry activities. If it is later deemed necessary to perform Confined Space Entry activities, HEE-Duall® reserves the right under a separate or amended proposal to propose the respective Field Service scope of supply utilizing a Non-Permit Required Confined Space Entry technique. If the customer or owner of the respective vessel has labeled the said vessel as Permit Required, HEE-Duall® will submit a plan to eliminate all the hazards (if possible) relating to said vessel and require the customer or owner to temporarily grant entry to the said vessel under a Non-Permit Required Confined Space Entry status. All costs associated with the review and approval of the submitted plan, any additional site training the customer or owner requires for vessel entry and manpower required to comply with Confined Space Entry requirements is the responsibility of the customer or owner.*

**Notice**

All material contained in this Quote is proprietary and shall be treated confidentially by all recipients. Your acceptance of this material constitutes acknowledgment of the confidential relationship under which disclosure and delivery are made. This Quote represents our interpretation of your requirements based on the specific information provided at time of inquiry and should discrepancies arise, modifications be made or understandings differ, we reserve the right to modify the Quote. This Quote is for this inquiry only and does not eliminate or supersede any other agreements or obligations (financial or otherwise), between the parties.

This entire Quote is © 2017 HEE-Duall® Division of CECO Environmental, its business units, divisions and subsidiaries. The logos and proposed products and services are trademarks or registered trademarks of CECO Environmental in the U.S. and other countries. All other trade names are trademarks or registered trademarks of their respective holders.

## GENERAL TERMS AND CONDITIONS FOR THE SALE OF GOODS AND SERVICES

### 1. Applicability.

- (a) These terms and conditions of sale (these "Terms") are the only terms which govern the sale of the goods, including equipment, machinery, materials, consumables (collectively, "Goods") and services ("Services") by CECO Environmental Corp. and all of its affiliated companies (collectively, "Seller") to the buyer named on the signature line of these Terms ("Buyer"). Any provisions or conditions of Buyer's order which are in any way inconsistent with, or in addition to these Terms shall not be binding on Seller, and shall not be applicable, except with Seller's written acceptance.
- (b) The accompanying quotation (the "Sales Confirmation") and these Terms (collectively, this "Agreement") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Buyer's general terms and conditions of purchase regardless whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms.
- (c) Notwithstanding anything to the contrary contained in this Agreement, Seller may, from time to time change the Services without the consent of Buyer provided that such changes do not materially affect the nature or scope of the Services, or the fees or any performance dates set forth in the Sales Confirmation.

### 2. Delivery of Goods and Performance of Services.

- (a) The Goods will be shipped within a reasonable time after the receipt of Buyer's purchase order. Seller shall not be liable for any delays, loss or damage in transit.
- (b) Unless otherwise agreed in writing by the parties, for shipments within the continental USA, Seller shall ship the Goods FCA (per Incoterms 2010) from Seller's factory to the designated delivery location (the "Delivery Point"). For international shipments, Seller shall ship the Goods Ex Works (per Incoterms 2010). The Goods shall be shipped using Seller's standard methods for packaging and shipping such Goods. Buyer shall take delivery of the Goods within ten (10) days of Seller's written notice that the Goods have been shipped to the Delivery Point. Buyer shall be responsible for all loading costs and provide equipment and labor reasonably suited for receipt of the Goods at the Delivery Point.
- (c) Seller may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer's purchase order.
- (d) If for any reason Buyer fails to accept delivery of any of the Goods on the date fixed pursuant to Seller's notice that the Goods have been delivered at the Delivery Point, or if Seller is unable to deliver the Goods at the Delivery Point on such date because Buyer has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Goods shall pass to Buyer; (ii) the Goods shall be deemed to have been delivered; and (iii) Seller, at its option, may store the Goods until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).
- (e) Seller shall use commercially reasonable efforts to meet any performance dates to render the Services specified in the Sales Confirmation, and any such dates shall be estimates only.
- (f) With respect to the Services, Buyer shall (i) cooperate with Seller in all matters relating to the Services and provide such access to Buyer's premises, and such office accommodation and other facilities as may reasonably be requested by Seller, for the purposes of performing the Services; (ii) respond promptly to any Seller request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Seller to perform Services in accordance with the requirements of this Agreement; (iii) provide such customer materials or information as Seller may reasonably request to carry out the Services in a timely manner and ensure that such customer materials or information are complete and accurate in all material respects; and (iv) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.
- (g) Any and all data books, instructions, operating manuals and specifications documents will be provided by Seller in an electronic format free of charge. Bound versions may be provided at Buyer's request, subject to additional charges.

### 3. Non-Delivery.

- (a) The quantity of any installment of Goods as recorded by Seller on dispatch from Seller's place of business is conclusive evidence of the quantity received by Buyer on delivery unless Buyer can provide conclusive evidence proving the contrary.
- (b) Seller shall not be liable for any non-delivery of Goods (even if caused by Seller's negligence) unless Buyer gives written notice to Seller of the non-delivery within ten (10) days of the date when the Goods would in the ordinary course of events have been received.
- (c) Any liability of Seller for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or adjusting the invoice respecting such Goods to reflect the actual quantity delivered.

4. **Title and Risk of Loss.** Title and risk of loss passes to Buyer upon Seller's delivery to the Delivery Point unless otherwise specified. As collateral security for the payment of the purchase price of the Goods, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title and interest of Buyer in, to and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Uniform Commercial Code.

5. **Buyer's Acts or Omissions.** If Seller's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Buyer or its agents, subcontractors, consultants or employees, Seller shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay.

### 6. Inspection and Rejection of Nonconforming Goods and Services.

- (a) Buyer shall inspect the Goods within ten (10) days of receipt ("Inspection Period"). Buyer will be deemed to have accepted the Goods unless it promptly notifies Seller in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by Seller. "Nonconforming Goods" means only the following: (i) product shipped is different than identified in Buyer's purchase order; or (ii) product's label or packaging incorrectly identifies its contents.



- (b) If Buyer timely notifies Seller of any Nonconforming Goods, Seller shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods, or (ii) credit or refund the Price for such Nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Buyer shall ship, at its expense and risk of loss, any allegedly Nonconforming Goods to Seller's facility. If Seller determines that the Goods are Nonconforming Goods, and exercises its option to replace Nonconforming Goods, Seller shall, after receiving Buyer's shipment of Nonconforming Goods, ship to Buyer, at Seller's expense and risk of loss, the replaced Goods to the Delivery Point, and shall reimburse Buyer for its return shipping costs.
- (c) If Buyer timely notifies Seller of material deficiencies in the performance of the Services, Seller shall undertake to reperform the Services within a reasonable time.
- (d) Buyer acknowledges and agrees that the remedies set forth in Section 6(b) and 6(c) are Buyer's exclusive remedies for the delivery of Nonconforming Goods and deficient Services.
- (e) In no event shall Goods be considered Nonconforming for purposes hereof due to the Goods bearing a different, superseding or new part number or version number for the specified part number, provided that the Goods in question are substantially the same part as specified in Buyer's order

**7. Changes.** Changes to Buyer's order shall be handled as follows:

- (a) Each party may at any time propose changes in the specifications of the Goods or Services, delivery schedules or scope of supply under these Terms (a "Change"). Seller is not obligated to proceed with any Change until both parties agree upon such Change in a written Change Order describing the Change and the resulting changes in Price and other provisions, as the parties may mutually agree. A Change may also be caused by changes in Buyer's site-specific requirements or procedures, industry specifications, codes, standards or applicable laws or regulations.
- (b) Upon such Changes, the Price, delivery schedule and the other provisions of these Terms will be adjusted to reflect additional costs or obligations incurred by Seller resulting from such Changes; provided, however, no adjustments will be made on account of a general change to Seller's manufacturing or repair facilities resulting solely from a change in applicable laws or regulations applicable to such facilities. Unless otherwise agreed by the parties in a Change Order, pricing for Seller's additional work resulting from a Change shall be at Seller's then-current time and material rates.
- (c) Notwithstanding the foregoing provisions of this Section 7, it shall not be considered a Change for purposes hereof solely due to Seller's delivery of Goods bearing a different, superseding or new part number or version number for the specified part number, provided that the Goods in question are substantially the same part as specified in Buyer's order.

**8. Price.**

- (a) Buyer shall purchase the Goods and Services from Seller at the prices (the "Prices") set forth in Seller's quotation or bid. Prices may be increased by Seller before delivery of the Goods, due to Buyer's order modifications, changes to specifications, or delays caused by Buyer. In such event, these Terms shall be construed as if the increased prices were originally inserted herein, and Buyer shall be billed by Seller on the basis of such increased prices..
- (b) Buyer agrees to reimburse Seller for all reasonable travel and out-of-pocket expenses incurred by Seller in connection with the performance of the Services.
- (c) All Prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any Governmental Authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personnel or real or personal property or other assets.

**9. Payment Terms.**

- (a) Buyer shall pay all invoiced amounts due to Seller within thirty (30) days from the date of Seller's invoice. Unless otherwise provided in Seller's quotation, Buyer shall make all payments hereunder in US dollars.
- (b) Buyer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, reasonable attorneys' fees. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any Goods or performance of any Services if Buyer fails to pay any amounts when due hereunder and such failure continues for ten (10) days following written notice thereof.
- (c) Progress payments specified in the Sales Confirmation will apply if the total Prices for the Goods and Services purchased hereunder is equal to or greater than \$250,000.00 USD.
- (d) Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy or otherwise.

**10. Suspensions and Cancellations.**

- (a) No cancellations of an order or any portion of an order by Buyer will be effective unless accepted by Seller in writing. Accepted cancellations will be subject to a charge to cover all costs and expenses incurred by Seller through the date of cancellation, plus reasonable cancellation costs and a reasonable profit margin on the completed work. Cancellation of orders for Goods made to order and not part of Seller's regular stock will not be accepted after fabrication has commenced.
- (b) In the event Buyer suspends Seller's performance of work, Buyer shall reimburse Seller for all costs incurred by Seller as a result of the suspension, including, without limitation, all borrowing and opportunity costs. In the event a suspension exceeds 180 days in duration, in addition to being entitled to full reimbursement of costs, Seller shall have the unqualified right to cancel the unfinished portion of the order without liability.

**11. Limited Warranty.**

- (a) Subject to the other provisions of this Section 11, Seller warrants to Buyer that for a period of the lesser of eighteen (18) months from the date of shipment of the Goods, or twelve (12) months after the Goods are initially placed in operation ("Goods Warranty Period"), that such Goods will materially conform to the specifications set forth in Buyer's order and will be free from material defects in material and workmanship. The warranty for Services shall expire one (1) year after performance of the service, except that the warranty for software-related Services shall expire ninety (90) days after the performance thereof ("Services Warranty Period"). Seller shall have no liability for defects that arise after the warranty period has expired. These Warranty Periods may not be extended without Seller's express written agreement.

- (b) Seller warrants to Buyer that it shall perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement.
- (c) Any performance guarantee of Seller relating to the Goods with regard to compliance with any governmental specifications, including, without limitation, particulate levels or pollution controls, are specifically limited to the time of commissioning or start-up of the Goods in question. It is the Buyer's responsibility to properly maintain the Goods, monitor system performance and take corrective actions.
- (d) **EXCEPT FOR THE WARRANTIES SET FORTH IN SECTIONS 11(a) AND 11(b), SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS OR SERVICES, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (c) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.**
- (e) Products manufactured by a third party other than Seller's agents and subcontractors ("Third Party Product") may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Goods. Third Party Products are not covered by the warranty in Section 11(a). For the avoidance of doubt, **SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.** To the extent that Seller is entitled to assign any warranty of a third-party manufacturer, Seller will assign such warranties to Buyer.
- (f) Seller shall not be liable for a breach of the warranties set forth in Section 11(a) and Section 11(b) unless: (i) Buyer gives written notice of the defective Goods or Services, as the case may be, reasonably described, to Seller within ten (10) days of the time when Buyer discovers or ought to have discovered the defect; (ii) if applicable, Seller is given a reasonable opportunity after receiving the notice of breach of the warranty set forth in Section 11(a) to examine such Goods and Buyer (if requested to do so by Seller) returns such Goods to Seller's place of business at Buyer's cost for the examination to take place there; and (iii) Seller reasonably verifies Buyer's claim that the Goods or Services are defective. If Seller determines the Goods are defective, Seller shall reimburse Buyer's costs of shipping the Goods to Seller for examination.
- (g) Seller shall not be liable for a breach of the warranty set forth in Section 11(a) and Section 11(b) if: (i) Buyer makes any further use of such Goods after giving such notice; (ii) the defect arises because Buyer failed to follow Seller's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods; or (iii) Buyer alters or repairs such Goods without the prior written consent of Seller.
- (h) Seller's warranties set forth in Section 11(a) and Section 11(b) are further conditioned on: (a) the proper storage, installation, operation and maintenance of the Goods and conformance with the proper operation instruction manuals provided by Seller or its suppliers or subcontractors; (b) Buyer keeping proper records of operation and maintenance during the applicable Warranty Period and providing Seller access to those records; and (c) modification or repair of the Goods only as authorized by Seller in writing. Seller does not warrant products or any repaired or replacement parts against normal wear and tear or damage caused by misuse, accident or use against the advice of Seller. Any modification or repair of Goods not authorized by Seller shall render the warranty null and void.
- (i) Electrical components, excluding motors, are warranted only to the extent warranted by the original manufacturer. To the extent that Seller is entitled to pass through a warranty of the original equipment manufacturer of the electrical goods sold, Seller will pass through such warranties to Buyer. Seller uses commercially reasonable efforts to utilize materials that resist rust, but the warranty on metal and stainless steel components DOES NOT COVER RUST, OXIDATION, FADING or other BLEMISHES unless it also results in a loss of structural integrity or a failure of these components.
- (j) Subject to Section 11(f) and Section 11(g) above, with respect to any such Goods during the Warranty Period, Seller shall, in its sole discretion, either: (i) repair or replace such Goods (or the defective part) or (ii) credit or refund the price of such Goods at the pro rata contract rate provided that, if Seller so requests, Buyer shall, at Seller's expense, return such Goods to Seller. **ALL COSTS OF ACCESSING, DISMANTLING, DECONTAMINATION, AND REINSTALLATION OF GOODS, COST OF FREIGHT AND DREYAGE, AND THE TIME AND EXPENSES OF SELLER'S PERSONNEL FOR SITE TRAVEL AND DIAGNOSIS ONSITE UNDER THIS WARRANTY SHALL BE BORNE BY BUYER.**
- (k) Subject to Section 11(f) and Section 11(g) above, with respect to any Services subject to a claim under the warranty set forth in Section 11(b), Seller shall, in its sole discretion, (i) repair or re-perform the applicable Services or (ii) credit or refund the price of such Services at the pro rata contract rate.
- (l) **THE REMEDIES SET FORTH IN SECTION 11(j) AND SECTION 11(k) SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTIES SET FORTH IN SECTION 11(a) AND SECTION 11(b).**

## 12. Intellectual Property Rights.

- (a) Buyer acknowledges and agrees that: (i) any and all Seller's intellectual property rights are the sole and exclusive property of Seller or its licensors; (ii) Buyer shall not acquire any ownership interest in any of Seller's intellectual property rights under this Agreement; (iii) any goodwill derived from the use by Buyer of Seller's intellectual property rights inures to the benefit of Seller or its licensors, as the case may be; (iv) if Buyer acquires any intellectual property rights, rights in or relating to any Goods (including any rights in any trademarks, derivative works or patent improvements relating thereto) by operation of law, or otherwise, such rights are deemed and are hereby irrevocably assigned to Seller or its licensors, as the case may be, without further action by either of the parties; and (v) Buyer shall use Seller's intellectual property rights solely for purposes of using the Goods under this Agreement and only in accordance with this Agreement and the instructions of Seller.
- (b) Buyer shall not: (i) take any action that interferes with any of Seller's rights in or to Seller's intellectual property rights, including Seller's ownership or exercise thereof; (ii) challenge any right, title or interest of Seller in or to Seller's intellectual property rights; (iii) make any claim or take any action adverse to Seller's ownership of Seller's intellectual property rights; (iv) register or apply for registrations, anywhere in the world, for Seller's trademarks or any other trademark that is similar to Seller's trademarks or that incorporates Seller's trademarks; (v) use any mark, anywhere that is confusingly similar to Seller's trademarks; (vi) engage in any action that tends to disparage, dilute the value of, or reflect negatively on the Goods or any Seller's trademarks; (vii) misappropriate any of Seller's trademarks for use as a domain name without prior written consent from Seller; or (viii) alter, obscure or remove any Seller's trademarks, or trademark or copyright notices or any other proprietary rights notices placed on the Goods, marketing materials or other materials that Seller may provide.

## 13. Seller's Intellectual Property Indemnification.

(a) Subject to the terms and conditions of this Agreement, including Section 13(b) and Section 13(c), Seller shall indemnify, defend and hold harmless Buyer from and against all losses awarded against Buyer in a final non-appealable judgment arising out of any claim of a third party alleging that any of the Goods or Buyer receipt or use thereof infringes any intellectual property right of a third party.

(b) If the Goods, or any part of the Goods, becomes, or in Seller's opinion is likely to become, subject to a claim of a third party that qualifies for intellectual property indemnification coverage under this Section 13, Seller shall, at its sole option and expense, notify Buyer in writing to cease using all or a part of the Goods, in which case Buyer shall immediately cease all such use of such Goods on receipt of Seller's notice.

(c) Notwithstanding anything to the contrary in this Agreement, Seller is not obligated to indemnify or defend Buyer against any claim (direct or indirect) under Section 13(a) if such claim or corresponding losses arise out of or result from, in whole or in part, (i) Buyer's marketing, advertising, promotion or sale or any product containing the Goods; (ii) use of the Goods in combination with any products, materials or equipment supplied to Buyer by a person other than Seller or its authorized representatives, if the infringement would have been avoided by the use of the Goods not so combined; (iii) any modifications or changes made to the Goods by or on behalf of any person other than Seller or its representatives, if the infringement would have been avoided without such modification or change; or (iv) Buyer's failure to use any updated or corrected version of the Goods; or (v) Seller's adherence to Buyer's specifications.

(d) **THIS SECTION 13 SETS FORTH THE ENTIRE LIABILITY AND OBLIGATION OF SELLER AND THE SOLE AND EXCLUSIVE REMEDY FOR BUYER FOR ANY LOSSES COVERED BY SECTION 13.**

#### 14. Limitation of Liability.

(a) **IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.**

(b) **IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS AND SERVICES SOLD HEREUNDER. THE LIMITATION OF LIABILITY PROVISIONS SET FORTH IN THIS SECTION 14 SHALL APPLY EVEN IF BUYER'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.**

(c) The limitation of liability set forth in Section 14(b) shall not apply to (i) liability resulting from Seller's gross negligence or willful misconduct or (ii) death or bodily injury to the extent resulting from Seller's negligent acts or omissions.

#### 15. Compliance with Law.

(a) *Generally.* Buyer shall comply with all applicable laws, regulations and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement. Buyer shall comply with all export and import laws of all countries involved in the sale of the Goods under this Agreement or any resale of the Goods by Buyer. Buyer assumes all responsibility for shipments of Goods requiring any government import clearance. Seller may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other penalties on Goods.

(b) *OFAC Representation and Warranty.* Buyer is in compliance with the International Emergency Economic Powers Act (50 U.S.C. § 1701) and all other Laws administered by OFAC or any other Governmental Authority imposing economic sanctions and trade embargoes ("Economic Sanctions Laws") against countries ("Embargoed Countries") and persons designated in such Laws (collectively, "Embargoed Targets"). Buyer is not an Embargoed Target or otherwise subject to any Economic Sanctions Law.

(c) *OFAC Covenant.* Without limiting the generality of Section 15(a), Buyer shall comply with all Economic Sanctions Laws. Without limiting the generality of the foregoing, Buyer shall not: (i) directly or indirectly export, re-export, transship or otherwise deliver the Goods or any portion of the Goods to an Embargoed Country or an Embargoed Target; or (ii) broker, finance or otherwise facilitate any transaction in violation of any Economic Sanctions Law.

(d) *Export Regulation (EAR and ITAR) Covenant.* Buyer acknowledges that the Goods, including any software, documentation and any related technical data included with, or contained in, such Goods, and any products utilizing any such Goods, software, documentation or technical data (collectively, "Regulated Goods") may be subject to US export control Laws and regulations, including the Export Administration Regulations promulgated under the Export Administration Act of 1979, and the International Traffic in Arms Regulations administered by the US Department of State. Without limiting the generality of Section 15(a), Buyer shall not, and shall not permit any third parties to, directly or indirectly, export, re-export or release any Regulated Goods to any jurisdiction or country to which, or any party to whom, the export, re-export or release of any Regulated Goods is prohibited by applicable federal or foreign law. Buyer shall be responsible for any breach of this Section by its, and its successors' and permitted assigns', parent, affiliates, employees, officers, directors, partners, members, shareholders, customers, agents, distributors, resellers or vendors that are not Buyer.

(e) *Foreign Corrupt Practices Act Representation and Warranty.* Buyer is in compliance with the Foreign Corrupt Practices Act of 1977, as amended ("FCPA") and the UK Bribery Act of 2010 ("Bribery Act"). Neither Buyer nor any of its representatives has: (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity or to influence official action; (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds; (iii) made any bribe, rebate, payoff, influence payment, kickback or other unlawful payment; or (iv) failed to disclose fully any contribution or payment made by Buyer (or made by any Person acting on its behalf of which Buyer is aware) that violates the FCPA or the Bribery Act.

(f) *Anti-Bribery Covenant.* Without limiting the generality of Section 15(a), Buyer shall, and shall cause its representatives to, comply with the FCPA and the Bribery Act, including maintaining and complying with all policies and procedures to ensure compliance with these Acts.

16. **Termination.** In addition to any remedies that may be provided under these Terms, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (a) fails to pay any amount when due under this Agreement and such failure continues for ten (10) days after Buyer's receipt of written notice of nonpayment; (b) has not otherwise performed or complied with any of these Terms, in whole or in part; or (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

17. **Waiver.** No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
18. **Confidential Information.** All non-public, confidential or proprietary information of Seller, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Seller to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller's request, Buyer shall promptly return all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.
19. **Force Majeure.** Seller shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Seller including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.
20. **Assignment.** Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.
21. **Relationship of the Parties.** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
22. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.
23. **Governing Law.** All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State or nation where Seller has its principal place of business, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than those of such State. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the transactions contemplated by these Terms and Conditions.
24. **Submission to Jurisdiction.** Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the courts of the State or nation where Seller has its principal place of business, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.
25. **Notices.** All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Sales Confirmation or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.
26. **Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
27. **Survival.** Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Order including, but not limited to, the following provisions: Insurance, Compliance with Laws, Confidential Information, Governing Law, Submission to Jurisdiction and Survival.
28. **Amendment and Modification.** These Terms may only be amended or modified in a written document stating specifically that it amends these Terms and is signed by an authorized representative of each party. Only the VP&GM of the Business or the General Counsel of CECO are authorized to approve.

**APALACHICOLA CITY COMMISSION  
REQUEST FOR BOARD ACTION  
Meeting Date: February 7, 2023**

**SUBJECT:** WWTP Electric Motor Replacement

**AGENDA INFORMATION:**

**Agenda Location:** New Business  
**Item Number:** 2  
**Department:** WWTP  
**Contact:** Will Cox/Travis Wade  
**Presenter:** Travis Wade

**BRIEF SUMMARY:** A new filter feed pump is needed at the wastewater treatment plant to move the water from the SBR to the Filter. The current pump is old and worn out, and the difference in rebuilding the old pump and replacing it with a new pump is \$1,097.57. The new pump is \$10,303.66.

**RECOMMENDED MOTION AND REQUESTED ACTIONS:** Approval

**FUNDING SOURCE:** WWTP

**ATTACHMENTS:** Quote attached

- Disregard the highlighted section in the quote. Those items total \$1,701.83 and are not needed at this time.

**STAFF'S COMMENTS AND RECOMMENDATIONS:**



**AAG Electric Motors & Pumps, Inc.**

**2340 Industrial Drive  
Panama City, FL 32405**

**Phone: 850-763-9386**

**ESTIMATE**

Date	Estimate No.
1/26/2023	22857

Name / Address
CITY OF APALACHICOLA 192 COACH WAGONER BLVD APALACHICOLA, FL 32320

Ship To

Quantity	Description	Rate	Amount
1	REPAIR FAIRBANKS MORSE ROTATING ASSEMBLY (NAME PLATE NOT LEGIBLE)	0.00	0.00
1	SERVICE CALL CRANE TRUCK PULL PUMP AND MOTOR FOR EVALUATION	1,450.00	1,450.00
1	6314ZZ BEARING	230.38	230.38
1	6313ZZ BEARING	191.48	191.48
2	OIL SEALS	46.20	92.40
1	1/2" PACKING	110.00	110.00
1	NEW STAINLESS STEEL SHAFT SLEEVE	480.00	480.00
1	DYNAMIC BALANCE IMPELLER	150.00	150.00
1	MACHINE WORK SEAL PLATE	550.00	550.00
1	SLEEVE SHAFT OIL SEAL FIT	275.00	275.00
1	HARDWARE AND GASKETS	75.00	75.00
1	SHOP LABOR PUMP	1,650.00	1,650.00
1	REPAIR US MOTOR 7.5HP, 900RPM, 230/460V, 256T, TEFC, NO NAME PLATE	0.00	0.00
1	WASH AND BAKE STATOR PERFORM ELECTRICAL TESTING	350.00	350.00
1	6309ZZ BEARING	72.32	72.32
1	6207ZZ BEARING	29.51	29.51
1	MACHINE WORK ODE BEARING HOUSING FIT, BORE AND SLEEVE	425.00	425.00
1	DYNAMIC BALANCE ROTOR	150.00	150.00
1	SHOP LABOR MOTOR	675.00	675.00
1	SERVICE CALL CRANE INSTALL PUMP AND MOTOR, LASER ALIGN, PERFORM STARTUP	2,250.00	2,250.00
1	NEW WEG 7.5HP, 900RPM, 230-460V, 256T, TEFC, CAST IRON	2,799.40	2,799.40

Thank you for your business.	<b>Subtotal</b>	\$12,005.49
- QUOTES VALID FOR 30 DAYS	<b>Sales Tax (7.0%)</b>	\$0.00
- SALES TAX NOT INCLUDED UNLESS APPLICABLE	<b>Total</b>	\$12,005.49

**APALACHICOLA CITY COMMISSION  
REQUEST FOR BOARD ACTION  
Meeting Date: Tues. February 7, 2023**

**SUBJECT:** Sidewalk extension at library

**AGENDA INFORMATION:**

**Agenda Location:** New Business  
**Item Number:** 3  
**Department:** Library  
**Presenter:** Lucy Carter

**BRIEF SUMMARY:** The library is seeking to extend its sidewalk to join the other sidewalks on library property which all converge at the South-facing entrance to ABC school. Currently, a gravel path sits in the footprint of where the sidewalk would go. The gravel has been displaced because this is a high-traffic area. There are also concerns that the gravel path may not be ADA-compliant. A stormwater swale already exists on the left side (library -facing) side of the path. The full length of the proposed sidewalk would be 80 feet. At its widest location, it would be 7 feet across. Pictures are enclosed to show location, ADA accessibility, and current gravel displacement. The installation of the sidewalk would primarily benefit ABC students, teachers, staff and parents who use the path daily. Handicapped visitors to the library would also benefit.

**RECOMMENDED MOTION AND REQUESTED ACTIONS:**

Motion to replace library's gravel pathway to ABC School, with a sidewalk.

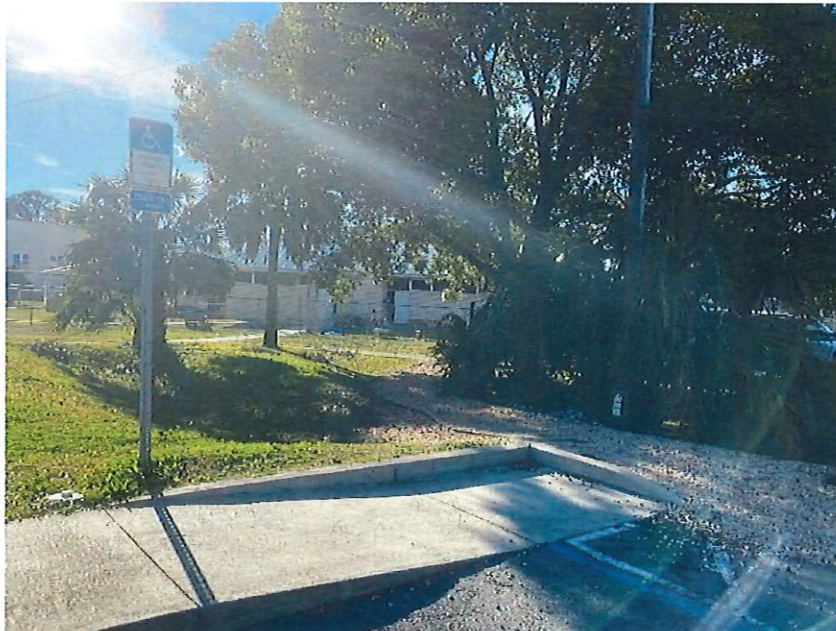
**FUNDING SOURCE:** The library's non-profit organization, the Patrons of the Apalachicola Library Society, PALS.

**ATTACHMENTS:** YES

**Where gravel path currently joins existing sidewalk:**



**Where gravel path ends (a Handicapped parking space):**





Current displacement of gravel:



STAFF'S COMMENTS AND RECOMMENDATIONS:

**APALACHICOLA CITY COMMISSION  
REQUEST FOR BOARD ACTION  
Meeting Date: February 7, 2023**

**SUBJECT:** Engineering Award Recommendation - DEO Rural Infrastructure Fund Potable Water Planning Study

**AGENDA INFORMATION:**

**Agenda Location:** New Business  
**Item Number:** 4  
**Department:** Finance  
**Contact:** Bree Robinson/Kendall Falkner  
**Presenter:** Bree Robinson/Kendall Falkner

**BRIEF SUMMARY:** COA was awarded \$147k from the DEO RIF for Potable Water Planning. The following was funded and will aid the City in further navigating our consent orders:

Funded:

- Evaluation of Existing Conditions
- Enhanced Sampling Plan, Hydraulic Modeling, and Treatability Studies
- Alternatives Analysis
- Facilities Plan Report

Dewberry Engineers created the estimate and plans for the grant application and are staff's first choice to fulfill the work. This work and dollar amount falls under the procurement of our continuing engineering services contracts.

**RECOMMENDED MOTION AND REQUESTED ACTIONS:** Approval of Award Recommendation to Dewberry Engineers for DEO RIF Potable Water Planning

**FUNDING SOURCE:** DEO RIF - \$147,000

**ATTACHMENTS:** N/A – Continuing Services Procurement & Contracts available upon request in City Hall

**STAFF'S COMMENTS AND RECOMMENDATIONS:** Staff recommendation to award this engineering project to Dewberry Engineers – they are working on our consent orders which this water planning plays a role in and they created the engineering quote essential in securing this grant funding.

**APALACHICOLA CITY COMMISSION  
REQUEST FOR BOARD ACTION  
Meeting Date: February 7, 2023**

**SUBJECT:** Backflow Preventer Inspection Policy

**AGENDA INFORMATION:**

**Agenda Location:** New Business  
**Item Number:** 5  
**Department:** Drinking Water  
**Contact:** Travis Wade  
**Presenter:** Travis Wade

**BRIEF SUMMARY:** Currently FDEP requires every City to have all backflow preventers inspected annually by a certified backflow preventer specialist as part of the Cross Connection Control Plan. This was the subject of recent compliance discussions with FDEP due to accounts that failed to schedule the inspection/testing of their backflow devices. Failure to comply could result in up to \$10k in fines. I propose that the City facilitate the inspections/testing of the devices and charge the amount to the customer on their water bill. This would ensure that the inspections/testing are completed timely, the water quality is protected, and that all state requirements are being complied with.

**RECOMMENDED MOTION AND REQUESTED ACTIONS:** Motion to approve policy

**FUNDING SOURCE:** Drinking Water

**ATTACHMENTS:**

**STAFF'S COMMENTS AND RECOMMENDATIONS:**

**APALACHICOLA CITY COMMISSION  
REQUEST FOR BOARD ACTION  
Meeting Date: February 7, 2023**

**SUBJECT:** Cemetery Maintenance Contract

**AGENDA INFORMATION:**

**Agenda Location:** New Business  
**Item Number:** 6  
**Department:** Public Works  
**Contact:** Travis Wade  
**Presenter:** Travis Wade

**BRIEF SUMMARY:** The City has obtained three quotes for monthly mowing and cleaning of the City's three cemeteries. The lowest quote was obtained from Derek Allen Lawn Service. Mr. Allen quoted a price of \$2,750 per month for one (1) mowing per month.

**RECOMMENDED MOTION AND REQUESTED ACTIONS:** Approval

**FUNDING SOURCE:** Public Works

**ATTACHMENTS:** Quote from Derek Allen Lawn Service

**STAFF'S COMMENTS AND RECOMMENDATIONS:**

Derek Allen Lawn Service  
81 Evalee Rd  
Crawfordville, FL 32327 US  
(850) 519-5179  
canes022@gmail.com



## Estimate

### ADDRESS

City Of Apalachicola  
192 Coach Wagoner Blvd  
Apalachicola, Fl 32320 Usa

ESTIMATE # 1101

DATE 11/21/2022

EXPIRATION DATE 12/21/2022

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	AMOUNT
<b>LAWN MAINTENANCE</b>	<b>2,750.00</b>
Mow Weedeat Blow	
1 Cut a Month	
12 Cuts Total	
Snow Hill Cemetery	
Gibson/Bluff Rd	
\$375.00 a Cut	
Chestnut Cemetery	
8th St/Hwy 98	
\$425 a Cut	
Add additional \$50 to weedeat inside of fenced Graves	
Magnolia Cemetery 13 Acres	
12th St/Bluff Rd	
\$1950.00	
<b>TOTAL</b>	
Monthly \$2750.00	
Annually \$33000.00	

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TOTAL

**\$2,750.00**

Accepted By

Accepted Date

**APALACHICOLA CITY COMMISSION  
REQUEST FOR BOARD ACTION  
Meeting Date: February 7, 2023**

**SUBJECT:** Florida Department of Transportation M-SCOP Resolution 2023-01

**AGENDA INFORMATION:**

**Agenda Location:** New Business  
**Item Number:** 7  
**Department:** Grants  
**Contact:** Kendall Falkner/Travis Wade  
**Presenter:** Travis Wade

**BRIEF SUMMARY:** Florida Department of Transportation requires a Resolution authorizing the Mayor and/or City Manager to apply for funding through M-SCOP for road repair grants. I recommend that the City apply for resurfacing Commerce Street. The goal would be to resurface the area from Leslie Street to Avenue E if funding is available for this much work. Adjustments will be made if funding does not allow the entire length of road to be resurfaced.

**RECOMMENDED MOTION AND REQUESTED ACTIONS:** Approve

**FUNDING SOURCE:** FDOT M-SCOP

**ATTACHMENTS:** Resolution 2023-01

**STAFF'S COMMENTS AND RECOMMENDATIONS:**

**RESOLUTION NO.: 2023-01**

**A RESOLUTION OF THE CITY COUNCIL MEMBERS OF THE CITY OF APALACHICOLA, FLORIDA, AUTHORIZING THE MAYOR OR CITY MANAGER TO APPLY FOR FDOT FUNDING THROUGH THE “MUNICIPAL SMALL COUNTY OUTREACH PROGRAM (M-SCOP)”, FOR RESURFACING COMMERCE STREET.**

WHEREAS, The City of Apalachicola, Florida has requested the State of Florida Department of Transportation for financial assistance through their M-SCOP grant program for the resurfacing of Commerce Street.

WHEREAS, the State of Florida has requested that The City of Apalachicola submit one (1) M-SCOP application attached hereto; and

WHEREAS, the State of Florida Department of Transportation requires that a resolution be passed by the City Council Members in support for applying for financial assistance through their M-SCOP grant program.

**NOW THEREFORE BE IT RESOLVED BY THE CITY OF APALACHICOLA COUNCIL MEMBERS, OF FLORIDA THAT:**

1. The Mayor or City Manager of the City of Apalachicola, Florida apply for financial assistance from the Florida Department of Transportation for one (1) M-SCOP grant program.

DULY PASSED AND ADOPTED by the City Council Members of City of Apalachicola, Florida, on this 7<sup>th</sup> day of February, 2023.

**CITY COUNCIL MEMBERS  
CITY OF APALACHICOLA, FLORIDA**

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**BRENDA ASH, MAYOR**

**ATTEST:**

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**DEBORAH GUILLOTTE, CITY CLERK**

**APALACHICOLA CITY COMMISSION  
REQUEST FOR BOARD ACTION  
Meeting Date: February 7, 2023**

**SUBJECT:** NPS Hurricane Michael – Repair/mitigation historic preservation contractor award for Old City Hall (Middlebrooks Bldg).

**AGENDA INFORMATION:**

**Agenda Location:** Unfinished Business  
**Item Number:** 1  
**Department:** Grants  
**Presenter:** Cindy Clark

**BRIEF SUMMARY:**

City readvertised for a contractor to complete work on Old City Hall (Middlebrooks Bldg) building with funding from NPS through the Department of State Division of Historic Preservation Grant #21.h.fh.900.018. Re-advertisement was decided because first time bids were advertised, only one contractor responded for HCA and DOS required re-advertisement as per State procurement policy. Procedurally, staff felt it would be easier to just readvertise for both projects.

**RECOMMENDED MOTION AND REQUESTED ACTIONS:** Motion to negotiate with Monolith Construction, LLC to complete work on Old City Hall building. Bid amount of \$858,420 exceeds grant amount.

**FUNDING SOURCE:** Partially covered within project funding Grant #21.h.fh.900.018. (\$318,377 for construction portion)

**ATTACHMENTS:** No attachments – full bid documents are large and are available for viewing at City Hall.

**STAFF'S COMMENTS AND RECOMMENDATIONS:** Approve award recommendation to Monolith Construction, LLC.



**APALACHICOLA CITY COMMISSION  
REQUEST FOR BOARD ACTION  
Meeting Date: February 7, 2023**

**SUBJECT:** NPS Hurricane Michael – Repair/mitigation historic preservation contractor award for HCA.

**AGENDA INFORMATION:**

**Agenda Location:** Unfinished Business  
**Item Number:** 2  
**Department:** Grants  
**Presenter:** Cindy Clark

**BRIEF SUMMARY:**

City readvertised for a contractor to complete work on HCA building with funding from NPS through the Department of State Division of Historic Preservation Grant #21.h.fh.900.018. Re-advertisement was necessary because first time bids were advertised, only one contractor responded and DOS required re-advertisement as per State procurement policy.

**RECOMMENDED MOTION AND REQUESTED ACTIONS:** Motion to negotiate with Oliver Sperry Renovation and Construction, Inc. to complete work on HCA building. Bid amount of \$222,680 did not include all proposal request items.

**FUNDING SOURCE:** Covered within project funding Grant #21.h.fh.900.018. (\$229,362)

**ATTACHMENTS:** No attachments – full bid documents are large and are available for viewing at City Hall.

**STAFF’S COMMENTS AND RECOMMENDATIONS:** Approve award recommendation to Oliver Sperry Renovation and Construction, Inc.

**APALACHICOLA CITY COMMISSION  
REQUEST FOR BOARD ACTION  
Meeting Date: February 7, 2023**

**SUBJECT:** Legislative Appropriations Requests

**AGENDA INFORMATION:**

**Agenda Location:** Unfinished Business  
**Item Number:** 3  
**Department:** Administration  
**Contact:** Travis Wade  
**Presenter:** Travis Wade

**BRIEF SUMMARY:** The City will be submitting two legislative appropriations requests this year. I recommend that the first request be another submittal of the I&I Study request that we submitted for the past two years, and that the second request be a request to repair the various equipment at the WWTP Sprayfields. I am currently in the process of acquiring quotes for all of the equipment, but the quotes for solar panel replacements has not been submitted at the time of this document.

**RECOMMENDED MOTION AND REQUESTED ACTIONS:** Approve

**FUNDING SOURCE:**

**ATTACHMENTS:** Both legislative appropriations requests

**STAFF'S COMMENTS AND RECOMMENDATIONS:**

# The Florida House of Representatives

## Appropriations Project Request - Fiscal Year 2023-24

For projects meeting the definition of House Rule 5.14

Only Members of the Florida House of Representatives can officially submit an Appropriations Project Request. Your request will not be officially submitted unless all questions and applicable sub parts are answered. The information provided in the request will be posted on the House website and available for public review if an Appropriations Project Request is published by a Representative.

- Title of Project:**
- Date of Submission:**
- House Member Sponsor:**

**4. Details of Amount Requested:**

- Has funding been provided in a previous State budget for this activity?  Yes  No
- What is the most recent fiscal year the project was funded?
- Were the funds provided in the most recent fiscal year subsequently vetoed?  Yes  No
- Complete the following Project Request Worksheet to develop your request.

If vetoed, check if recurring and/or nonrecurring funds:  Recurring  Nonrecurring

FY:	Develop New Funds Request for FY 2023-24 <i>(Requests for additional RECURRING funds in Column E are prohibited.)</i>					
Column:	A	B	C	D	E	F
<b>Funds Description</b>	Input Prior Year Appropriation for this project for FY 2022-23 <i>(If appropriated in FY 2022-23 enter the appropriated amount, even if vetoed.)</i>					
<b>Input Amounts</b>	Prior Year Recurring Funds	Prior Year Nonrecurring Funds	Total Funds Appropriated	Recurring Base Budget	Additional Nonrecurring Request	TOTAL Recurring Base Budget + Additional Nonrecurring
	<input type="text"/>	<input type="text"/>	0	0	600,000	600,000

# The Florida House of Representatives

## Appropriations Project Request - Fiscal Year 2023-24

e. Provide the total cost of the project for FY 2023-24 from all sources of funding (Enter "0" if amount is zero):

Type of Funding	Amount	% of Total	Are the other sources of funds guaranteed in writing?
1. Amount Requested from the State in this Appropriations Project Request	600,000	100.0 %	
2. Federal	0	0.0 %	<input type="radio"/> Yes <input checked="" type="radio"/> No
3. State (Excluding the requested Total Amount in #4d, Col F)	0	0.0 %	<input type="radio"/> Yes <input checked="" type="radio"/> No
4. Local	0	0.0 %	<input type="radio"/> Yes <input checked="" type="radio"/> No
5. Other	0	0.0 %	<input type="radio"/> Yes <input checked="" type="radio"/> No
<b>TOTAL</b>	<b>600,000</b>	<b>100.0 %</b>	

5. Is this a multi-year project requiring funding from the state for more than one year?  Yes  No

a. How much state funding would be requested after 2023-24 over the next 5 years?

b. How many additional years of state support do you expect to need for this project?

c. What is the total project cost for all years including all federal, local, state, and any other funds? Select the single answer which best describes the total project cost. If funds requested are for ongoing services or for recurring activities, select "ongoing activity".

# The Florida House of Representatives

## Appropriations Project Request - Fiscal Year 2023-24

6. Which is the most appropriate state agency to place an appropriation for the issue requested?

- a. Has the appropriate state agency for administering the funding, if the request were appropriated, been contacted?  Yes  No
- b. Describe penalties for failing to meet deliverables or performance measures which the agency should provide in its contract to administer the funding if appropriated.

7. Requester:

- a. First Name:  Last Name:
- b. Organization:
- c. Email:
- d. Phone #:

8. Contact for questions about specific technical or financial details about the project.

- a. First Name:  Last Name:
- b. Organization:
- c. Email:
- d. Phone #:

9. If there is a registered lobbyist working to secure funding for this project, fill out the information below. If not, click None

- a. First Name:  Last Name:
- b. Firm:
- c. Email:
- d. Phone #:

# The Florida House of Representatives

## Appropriations Project Request - Fiscal Year 2023-24

10. Organization or Name of entity receiving funds:

a. Name:

b. County (County where funds are to be expended)

c. Service Area (Counties being served by the service(s) provided with funding)

11. What type of organization is the entity that will receive the funds?

If other, please describe:

12. What is the specific purpose or goal that will be achieved by the funds being requested?

# The Florida House of Representatives

## Appropriations Project Request - Fiscal Year 2023-24

13. Provide specific details on how funds will be spent. (Select all that apply)

Spending Category	Description	Amount Requested (Total should equal 4d, Col. E) Enter '0' if request is zero for the category
<b>Administrative Costs</b>		
Executive Director/Project Head Salary and Benefits		
Other Salary and Benefits		
Expense/Equipment/Travel/Supplies/Other		
Consultants/Contracted Services/Study		
<b>Operational Costs</b>		
Salaries and Benefits		
Expenses/Equipment/Travel/Supplies/Other		
Consultants/Contracted Services/Study		
<b>Fixed Capital Construction/Major Renovation</b>		
Construction/Renovation/Land/Planning Engineering	Planning of storm water and sewer rehabilitation for inflow and infiltration remediation.	600,000
<b>Total Requested</b>		<b>600,000</b>

# The Florida House of Representatives

## Appropriations Project Request - Fiscal Year 2023-24

14. For Fixed Capital Costs requested in Question 13, what type of ownership will the facility be under when complete?

Local Government

If other, please describe:

100 maximum characters allowed

15. Is the project request an information technology project?  Yes  No **Water projects skip to #16**

a. Will this information technology project be managed within a state agency to support state agency program goals?  Yes  No

b. What is the total cost (all years) to design and build the project?

c. What are the ongoing (annual recurring) maintenance and operation costs once the project is completed?

d. Can the state agency fund the ongoing annual recurring costs within its current operating budget?  Yes  No

e. What are the specific business objectives or needs the IT project is intended to address?

400 maximum characters allowed

f. Based upon the identified business objectives or needs, what are the success factors that must be realized in order for the state agency to consider the proposed IT project a success?

100 maximum characters allowed

16. Is there any documented show of support for the requested project in the community including public hearings, letters of support, major organizational backing or other expressions of support?  Yes  No  
Please describe:

This project has been discussed at numerous city council meetings as a priority and funding to address the city's vacuum sewer and storm water conveyance systems have been priorities of the Legislature in previous years.

17. Has the need for the funds been documented by a study, completed by an independent 3rd party, for the area to be served?  Yes  No  
Please describe:

400 maximum characters allowed



# The Florida House of Representatives

## Appropriations Project Request - Fiscal Year 2023-24

Water projects skip to #19

Yes  No

18. Will the requested funds be used directly for services to citizens?

a. What are the activities and services that will be provided to meet the purpose of the funds?

b. Describe the direct services to be provided to the citizens by the funding requested.

400 maximum characters allowed

c. Describe the target population to be served (i.e., "the majority of the funds requested will serve these target populations or groups"). Select all that apply to the target population:

- |   |  |
|---|--|
| <input type="checkbox"/> Elderly persons                    | <input type="checkbox"/> Drug users (in health services)   |
| <input type="checkbox"/> Persons with poor mental health    | <input type="checkbox"/> Preschool students  |
| <input type="checkbox"/> Persons with poor physical health  | <input type="checkbox"/> Grade school students   |
| <input type="checkbox"/> Jobless persons                    | <input type="checkbox"/> High school students  |
| <input type="checkbox"/> Economically disadvantaged persons | <input type="checkbox"/> University/College students   |
| <input type="checkbox"/> At-risk youth                      | <input type="checkbox"/> Currently or formerly incarcerated persons                                |
| <input type="checkbox"/> Homeless                           | <input type="checkbox"/> Drug offenders (in criminal Justice)                                      |
| <input type="checkbox"/> Developmentally disabled           | <input type="checkbox"/> Victims of crime  |
| <input type="checkbox"/> Physically disabled                | <input checked="" type="checkbox"/> General (The majority of funds will benefit no specific group) |
| <input type="checkbox"/> Other, please describe:            |  |

Required if 18c - Other is checked (100 maximum characters allowed)

d. How many in the target population are expected to be served?

>800

# The Florida House of Representatives

## Appropriations Project Request - Fiscal Year 2023-24

19. What benefits or outcomes will be realized by the expenditure of funds requested? (Select each Benefit/Outcome that applies):

Benefit or Outcome	Provide a specific measure of the benefit or outcome	Describe the method for measuring level of benefit or outcome
Improve physical health		
Improve mental health		
Enrich cultural experience		
Improve agricultural production/ promotion/education		
Improve quality of education		
Enhance/preserve/improve environmental or fish and wildlife quality	Identifying deficiencies in the systems will allow for improvement in the quality of storm water discharged into the Bay downtown.	Water quality sampling prior to and upon completion of construction.
Protect the general public from harm (environmental, criminal, etc.)	Both the sewer and storm water systems are subject to back-ups. A properly functioning wastewater and storm water system will help eliminate back-ups	Local and state inspections and monthly wastewater operating reports.

# The Florida House of Representatives

## Appropriations Project Request - Fiscal Year 2023-24

Benefit or Outcome	Provide a specific measure of the benefit or outcome	Describe the method for measuring level of benefit or outcome
Improve transportation conditions	Issues with the storm water and wastewater systems cause issues with traffic as local roadways are undermined and closed to the public.	Local inspections.
Increase or improve economic activity		
Increase tourism	Improved wastewater and storm water systems will allow for increased capacity and growth within the city.	Local TDC visitor and resident tracking.
Create specific immediate job opportunities		
Enhance specific individual's economic self sufficiency		
Reduce recidivism		
Reduce substance abuse		

# The Florida House of Representatives

## Appropriations Project Request - Fiscal Year 2023-24

Benefit or Outcome	Provide a specific measure of the benefit or outcome	Describe the method for measuring level of benefit or outcome
Divert from Criminal/ Juvenile Justice System		
Improve wastewater management	There is a significant amount of Inflow and Infiltration experienced in the vacuum sewer valve pit and in other areas downtown. Improvements to the systems will eliminate potential capacity problems, especially during heavy rain events or large public events within the city.	Inspections prior to and upon completion of construction.
Improve stormwater management	During heavy storm events, the downtown area experiences localized flooding. Additionally, previous studies have identified joint failures in the storm piping which has caused undermining of local roadways. This report will help to identify the problem areas and provide solutions that will better convey stormwater and help protect the City's infrastructure.	Inspections prior to and upon completion of construction.
Improve groundwater quality	Elimination of inflow and infiltration in the sewer system will significantly improve groundwater quality.	Water quality sampling.
Improve drinking water quality		
Improve surface water quality	Storm water discharge into the Bay will improve once deficiencies in the system are identified and mitigated.	Water quality sampling.
Other (Please describe)		

# The Florida House of Representatives

## Appropriations Project Request - Fiscal Year 2023-24

The questions below are additional questions for water projects only

20. Have you applied for alternative state funding?
- a.  Wastewater Revolving Loan
  - b.  Drinking Water Revolving Loan
  - c.  Small Community Wastewater Treatment Grant
  - d.  Other (Please describe)
  - e.  N/A
21. What is the population economic status?
- a.  Financially Disadvantaged Municipality
  - b.  Rural Area of Critical Economic Concern
  - c.  Rural Community Experiencing Economic Distress
  - d.  N/A
22. What is the status of construction?
- a.  Ready
  - b.  Not Ready
23. What percentage of construction has been completed?
- 
24. What is the estimated completion date of construction?
-



# The Florida House of Representatives

## Appropriations Project Request - Fiscal Year 2023-24

### For projects meeting the definition of House Rule 5.14

Only Members of the Florida House of Representatives can officially submit an Appropriations Project Request. Your request will not be officially submitted unless all questions and applicable sub parts are answered. The information provided in the request will be posted on the House website and available for public review if an Appropriations Project Request is published by a Representative.

- Title of Project:**
- Date of Submission:**
- House Member Sponsor:**

#### 4. Details of Amount Requested:

- Has funding been provided in a previous State budget for this activity?  Yes  No
- What is the most recent fiscal year the project was funded?
- Were the funds provided in the most recent fiscal year subsequently vetoed?  Yes  No
- Complete the following Project Request Worksheet to develop your request.

If vetoed, check if recurring and/or nonrecurring funds:  Recurring  Nonrecurring

FY:	Input Prior Year Appropriation for this project for FY 2022-23 <i>(If appropriated in FY 2022-23 enter the appropriated amount, even if vetoed.)</i>			Develop New Funds Request for FY 2023-24 <i>(Requests for additional RECURRING funds in Column E are prohibited.)</i>		
Column:	A	B	C	D	E	F
Funds Description	Prior Year Recurring Funds	Prior Year Nonrecurring Funds	Total Funds Appropriated	Recurring Base Budget	Additional Nonrecurring Request	TOTAL Recurring Base Budget + Additional Nonrecurring
Input Amounts			0	0	130,000	130,000

# The Florida House of Representatives

## Appropriations Project Request - Fiscal Year 2023-24

e. Provide the total cost of the project for FY 2023-24 from all sources of funding (Enter "0" if amount is zero):

Type of Funding	Amount	% of Total	Are the other sources of funds guaranteed in writing?
1. Amount Requested from the State in this Appropriations Project Request	130,000	100.0 %	
2. Federal	<input type="text" value="0"/>	<input type="text" value="0.0 %"/>	<input type="radio"/> Yes <input checked="" type="radio"/> No
3. State (Excluding the requested Total Amount in #4d, Col F)	<input type="text" value="0"/>	<input type="text" value="0.0 %"/>	<input type="radio"/> Yes <input checked="" type="radio"/> No
4. Local	<input type="text" value="0"/>	<input type="text" value="0.0 %"/>	<input type="radio"/> Yes <input checked="" type="radio"/> No
5. Other	<input type="text" value="0"/>	<input type="text" value="0.0 %"/>	<input type="radio"/> Yes <input checked="" type="radio"/> No
<b>TOTAL</b>	<b>130,000</b>	<b>100.0 %</b>	

5. Is this a multi-year project requiring funding from the state for more than one year?     Yes     No

a. How much state funding would be requested after 2023-24 over the next 5 years?   

b. How many additional years of state support do you expect to need for this project?   

c. What is the total project cost for all years including all federal, local, state, and any other funds? Select the single answer which best describes the total project cost. If funds requested are for ongoing services or for recurring activities, select "ongoing activity".



# The Florida House of Representatives

## Appropriations Project Request - Fiscal Year 2023-24

6. Which is the most appropriate state agency to place an appropriation for the issue requested?

- a. Has the appropriate state agency for administering the funding, if the request were appropriated, been contacted?  Yes  No
- b. Describe penalties for failing to meet deliverables or performance measures which the agency should provide in its contract to administer the funding if appropriated.

Withholding of funds.

7. Requester:

a. First Name:  Last Name:

b. Organization:

c. Email:

d. Phone #:

8. Contact for questions about specific technical or financial details about the project.

a. First Name:  Last Name:

b. Organization:

c. Email:

d. Phone #:

9. If there is a registered lobbyist working to secure funding for this project, fill out the information below. If not, click None

a. First Name:  Last Name:

b. Firm:

c. Email:

d. Phone #:

# The Florida House of Representatives

## Appropriations Project Request - Fiscal Year 2023-24

10. Organization or Name of entity receiving funds:

a. Name:

b. County (County where funds are to be expended)

c. Service Area (Counties being served by the service(s) provided with funding)

11. What type of organization is the entity that will receive the funds?

If other, please describe:

12. What is the specific purpose or goal that will be achieved by the funds being requested?

# The Florida House of Representatives

## Appropriations Project Request - Fiscal Year 2023-24

13. Provide specific details on how funds will be spent. (Select all that apply)

Spending Category	Description	Amount Requested (Total should equal 4c, Col. E) Enter '0' if request is zero for the category
<b>Administrative Costs</b>		
Executive Director/Project Head Salary and Benefits		0
Other Salary and Benefits		0
Expense/Equipment/Travel/Supplies/Other		0
Consultants/Contracted Services/Study		0
<b>Operational Costs</b>		
Salaries and Benefits		0
Expenses/Equipment/Travel/Supplies/Other	Funds will be used to replace and/or repair spray heads, solar panels, and a single use pump vital to its waste water treatment plant.	130,000
Consultants/Contracted Services/Study		0
<b>Fixed Capital Construction/Major Renovation</b>		
Construction/Renovation/Land/Planning Engineering		0
<b>Total Requested</b>		<b>130,000</b>

# The Florida House of Representatives

## Appropriations Project Request - Fiscal Year 2023-24

14. For Fixed Capital Costs requested in Question 13, what type of ownership will the facility be under when complete?

If other, please describe:

15. Is the project request an information technology project?  Yes  No

*Water projects skip to #16*

a. Will this information technology project be managed within a state agency to support state agency program goals?  Yes  No

b. What is the total cost (all years) to design and build the project?

c. What are the ongoing (annual recurring) maintenance and operation costs once the project is completed?

d. Can the state agency fund the ongoing annual recurring costs within its current operating budget?  Yes  No

e. What are the specific business objectives or needs the IT project is intended to address?

f. Based upon the identified business objectives or needs, what are the success factors that must be realized in order for the state agency to consider the proposed IT project a success?

16. Is there any documented show of support for the requested project in the community including public hearings, letters of support, major organizational backing or other expressions of support?  Yes  No

Please describe:

17. Has the need for the funds been documented by a study, completed by an independent 3rd party, for the area to be served?  Yes  No

Please describe:

# The Florida House of Representatives

## Appropriations Project Request - Fiscal Year 2023-24

**Water projects skip to #19**

18. Will the requested funds be used directly for services to citizens?  Yes  No

a. What are the activities and services that will be provided to meet the purpose of the funds?

400 maximum characters allowed

b. Describe the direct services to be provided to the citizens by the funding requested.

400 maximum characters allowed

c. Describe the target population to be served (i.e., "the majority of the funds requested will serve these target populations or groups"). Select all that apply to the target population:

- Elderly persons
- Drug users (in health services)
- Persons with poor mental health
- Preschool students
- Persons with poor physical health
- Grade school students
- Jobless persons
- High school students
- Economically disadvantaged persons
- University/College students
- At-risk youth
- Currently or formerly incarcerated persons
- Homeless
- Drug offenders (in criminal Justice)
- Developmentally disabled
- Victims of crime
- Physically disabled
- General (The majority of funds will benefit no specific group)
- Other, please describe:

Required if 18c - Other is checked (100 maximum characters allowed)

d. How many in the target population are expected to be served?

[<Click to Select>](#)

# The Florida House of Representatives

## Appropriations Project Request - Fiscal Year 2023-24

19. What benefits or outcomes will be realized by the expenditure of funds requested? (Select each Benefit/Outcome that applies):

Benefit or Outcome	Provide a specific measure of the benefit or outcome	Describe the method for measuring level of benefit or outcome
Improve physical health		
Improve mental health		
Enrich cultural experience		
Improve agricultural production/ promotion/education		
Improve quality of education		
Enhance/preserve/improve environmental or fish and wildlife quality	<p>Environmental benefits are widespread. Ensuring proper water distribution encourages healthy ground saturation by preventing over-watering in spray fields. It would limit run off to surrounding water bodies which enhance and preserve local fauna. Continuing use of solar panels would decrease energy waste. These elements are essential for protecting the environment.</p>	<p>Measurements of these benefits can be attained by environmental studies for Apalachicola Bay and Huckleberry Creek which are within walking distance of the spray fields. Progress reports for the local airport and City Maintenance work orders would demonstrate productivity. Air quality assessments could measure air purity.</p>
Protect the general public from harm (environmental, criminal, etc.)	<p>Continuing use of solar panels would decrease energy use which reduces the City's carbon footprint. This provides cleaner, healthier air for citizens and wildlife alike and reduces strain on local flora. It reduces chances of standing water which breed mosquitos and allow for run-off onto neighboring properties. It reduces the likelihood of treated effluent from entering all sensitive areas.</p>	<p>Benefits can be measured by ground saturation studies and residential property evaluations. Air quality studies to include mosquito control could provide data showing the benefits of such funding. Progress reports from the local airport and City Maintenance work order would demonstrate productivity.</p>

# The Florida House of Representatives

## Appropriations Project Request - Fiscal Year 2023-24

Benefit or Outcome	Provide a specific measure of the benefit or outcome	Describe the method for measuring level of benefit or outcome
Improve transportation conditions		
Increase or improve economic activity		
Increase tourism		
Create specific immediate job opportunities		
Enhance specific individual's economic self sufficiency		
Reduce recidivism		
Reduce substance abuse		

# The Florida House of Representatives

## Appropriations Project Request - Fiscal Year 2023-24

Benefit or Outcome	Provide a specific measure of the benefit or outcome	Describe the method for measuring level of benefit or outcome
Divert from Criminal/ Juvenile Justice System		
Improve wastewater management	<p>This funding could ensure water quality in the surrounding areas to include ground saturation, drinking water, and environmental protection. It would ensure airport cleanliness and productivity by protecting the surrounding air field which is close to the spray fields. City maintenance could continue to provide efficient services for the city without having to supervise the spray field.</p>	<p>The benefits of this funding can be measured by potable water studies, environmental studies for surrounding bodies of water, ground saturation assessment, and city maintenance efficiency and workload. It can also be measured by the continuing functionality of the local airport which is used by Apalachicola and many cities in Franklin County.</p>
Improve stormwater management		
Improve groundwater quality		
Improve drinking water quality		
Improve surface water quality		
Other (Please describe)		



# The Florida House of Representatives

## Appropriations Project Request - Fiscal Year 2023-24

The questions below are additional questions for water projects only

20. Have you applied for alternative state funding?

- a.  Wastewater Revolving Loan
- b.  Drinking Water Revolving Loan
- c.  Small Community Wastewater Treatment Grant
- d.  Other (Please describe)
- e.  N/A

21. What is the population economic status?

- a.  Financially Disadvantaged Municipality
- b.  Rural Area of Critical Economic Concern
- c.  Rural Community Experiencing Economic Distress
- d.  N/A

22. What is the status of construction?

- a.  Ready
- b.  Not Ready

23. What percentage of construction has been completed?

24. What is the estimated completion date of construction?

## City Manager Updates

JANUARY 2023

### Leslie Street:

The FDOT SCOP Grants award confirmation has been received, but we are still awaiting an agreement.

### Old Library/Meeting Room:

I met with Howard, Inc. representatives to get a quote for the sound/recording/video streaming services. The system they are quoting will have microphones that are powered by the console and will not require batteries like the current system. The proposed system will be more user-friendly and allow simple recording and streaming of meetings. However, they have not submitted a quote as of the date of this update.

Robert Osburn met with another roofer for a quote for the roof and as of the date of this update, the roofer has not provided the quote.

A quote of \$1,424.07 was obtained for building materials to complete the build-out of the inside of the building.

### Outside Employment:

My contract requires that I obtain approval from the Commission for any outside employment. I have been asked to host trivia after regular work hours at a local business and will be paid. Although I will not be an employee of the business, I would like to avoid any appearance of impropriety and secure the Commission's approval before I negotiate with the business. Additionally, I continue to hold a real estate sales associate license and would like approval to represent buyers/sellers if the opportunity presents itself. I will not allow either of these ventures will interfere with my duties as City Manager.

### Consent Order Updates:

\*TTHM Consent Order: The TTHM average calculated for the last quarter was below the maximum limits. The annual average was also below the maximum limit. Based on this data we have asked FDEP to close out the TTHM Consent Order and reduce the sampling requirement from monthly to quarterly as is stated in the Consent Order. As of the date of this update FDEP has not responded.

\*Drinking Water Plant Consent Order: The last item of compliance on this Consent Order is the repairs/maintenance to the elevated water tower. That work was initiated on February 1, 2023 and is expected to continue for 60 days.

WWTP Final Order: This Final Order will not be closed out until the new WWTP is constructed, but all reports and requirements are being complied with.

TAYLOR'S BUILDING SUPPLY  
P. O. BOX 605  
EASTPOINT, FL 32328

PHONE: (850) 670-8529

CUST NO: 101869	JOB NO: 000	PURCHASE ORDER:	REFERENCE:	TERMS: NET 10TH	CLERK: JP	DATE / TIME: 12/12/22 12:59
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SOLD TO:  
CITY OF APALACHICOLA  
192 COACH WAGONER BLVD  
APALACHICOLA FL 32320

SHIP TO:

EXP. DATE: 1/11/23  
TERMINAL: 560

SALESPERSON: 01 TAYLOR BUILDING SUPPLY  
TAX: 002 NON-TAXABLE SALES

**ESTIMATE: 433155**

LINE	SHIPPED	ORDERED	UM	SKU	DESCRIPTION	SUGG	UNITS	PRICE/ PER	EXTENSION
1		11	PC	34TG	3/4 TONGUE & GROVE PLYWOOD		11	55.22 /PC	607.42 N
2		1	RL	264573	2-1/16"X250' JOINT TAPE		1	3.39 /RL	3.39 *N
3		1	BX	702250	5LB 6X1 DRYWALL SCREW		1	17.99 /BX	17.99 N
4		3	PC	2612PT	2 X 6 X 12 TREATED		3	15.66 /PC	46.98 N
5		1	PC	1612PT	1 X 6 X 12 TREATED		1	11.85 /PC	11.85 N
6		1	PC	1412PT	1 X 4 X 12 PT TREATED		1	8.95 /PC	8.95 N
7		1	PL	264458	4.5GL PAIL JOINT COMPOUND		1	24.99 /PL	24.99 *N
8		4	BG	B06VAK	R13 3.5X15 INS. KB 116.25 SQ FT		4	82.00 /BG	328.00 N
9		14	PC	1248SR	1/2 4 X 8 SHEET ROCK		14	26.75 /PC	374.50 N

TAXABLE 0.00  
NON-TAXABLE 1424.07  
SUBTOTAL 1424.07

(INVOCIES -)

TAX AMOUNT 0.00  
**TOTAL 1424.07**

TOT WT: 72.30

X \_\_\_\_\_  
Received By

# Grant Updates – Bree Robinson/Kendall Falkner

City Commission Meeting – Tuesday, February 7<sup>th</sup>, 2023

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*\*The City of Apalachicola recently hired Kendall Falkner on January 9<sup>th</sup> to serve as the new Grant Coordinator! Bree will train Kendall and then focus solely on Planning & Zoning as the City Planner. \**

## **1. Firehouse Subs Public Safety Foundation – Hurst Rescue Tools “Jaws of Life”**

An application requesting Jaws of Life rescue tools for the Apalachicola Volunteer Fire Department was submitted. These tools were a request from the VPD and will aid them in their efforts. If funded – the grant program will handle ordering, etc. No match required. **Waiting for updates**, have been advised that most projects are funded by Firehouse Subs after 3+ complete applications. We have filed 4 so far. (1/31)

- **APPLIED again for 2023 Q1 on 1/12/23 in the amount of \$37,880.00 – will hear back in early April. If not funded, will apply again and look for other funding sources for the Jaws of Life equipment for VFD.**

## **2. DEP Resilient Florida Grant application – Implementation**

City submitted a grant request in the amount of \$2,039,500 to complete identified drainage projects in the city that have been documented, but have not been funded by other sources. If funded, the funds will repair known nuisance flooding drainage issues in more than 29 locations throughout the City. **Grant submitted 9-1-2022. Waiting for updates.**

## **3. DEP Resilient Florida Grant application – Planning**

City submitted a grant request in the amount of \$300,000.00 to analyze existing vulnerable critical asset infrastructure in the City's commercial district and design a plan to mitigate street flooding through the retrofit of existing impervious parking and the design of pervious parking pockets on City-owned property, Avenue H specifically. **Grant submitted 8-31-2022. Waiting for updates.**

## **4. FWC Florida Boating Improvement Program – Battery Park Boarding Docks**

In 2020, the City was awarded \$10,875.00 from the FWC Florida Boating Improvement Program for the Battery Park Boarding Docks replacement project. In 2021, the City spent \$23,066.85 on the new Battery Park Boarding Docks Project and the work was performed by Poloronis Construction. (The work has been inspected and approved by FWC.) The City was under the impression that we would not be reimbursed the \$10,875.00 due to improper procurement of services, but FWC has come back and offered reimbursement for the award due to the small amount! To be reimbursed we

have to file a Site Dedication with Franklin County for the Battery Park Boat Ramp and FWC and put up a sign at the site. **The requirements have been met, sign has been installed, and the site dedication was filed with Franklin County. Reimbursement should be received any day now with this project closeout.** Contacted FWC rep 12/21 regarding reimbursements, staff is out for holiday.

- **REIMBURSEMENT CHECK MAILED TO CITY! Project closed out.**

**5. Florida Department of Transportation – SCOP Grant Application – Leslie Street**

City Commission passed Resolution 2022-01 on 2/23/22 for the City of Apalachicola to apply for funding for Leslie Street. Application was submitted electronically on 3/4/22. The City requested \$610,169.30 to remedy the underground issues, resurfacing the entire street length, and for new road signs based off engineer's estimate and recommendations.

**AWARDED! – City was awarded the full amount for Leslie Street! This funding window begins July 1, 2023, and ends June 30, 2024. We will take steps to make sure this work can be completed ASAP. Waiting for agreement from FDOT, our representative from FDOT said to expect it in 2023 sometime before the funding window opens.**

**6. DEO Rural Infrastructure Fund – Drainage Basin Analysis Phase II + Camera Work of Stormwater Lines**

An application requesting \$300,000 with no local match from the DEO Rural Infrastructure Fund was submitted on 8/31/22. The application was for the Phase II of a Drainage Basin Analysis that began in 2018. This \$300,000 grant proposal would fund an analysis of the drainage basins that border Apalachicola River and Bay. The proposal also includes funding to begin camera-work of the stormwater lines in the phase I, as recommended in that report. (We have to survey the damage before we can move forward on repairs.) The grant asks for \$110,000 for the analysis and mapping (per engineer estimate), \$5,000 for public education (grantors like to see we are promoting our message/work), \$24,000 in admin, and \$161,000 in camera-work for the phase I drainage basin area. This is a total of \$300,000 and there is no required local match.

Basins 11 and 3 were covered by the 2018 grant. This grant application would address the following basins: 1, 2, 4, 5, 6, 7, 8, 9, 10, 12-19. – **FUNDED 12/20/22! Waiting for inquiries/agreement!**

**7. Water Treatment Plant Improvements - Rural Infrastructure Fund – DEO FY 21/22**

**FUNDED!** Application submitted electronically on 5/26/22 to the RIF program through DEO for fiscal year 21/22. City applied for \$150,000 for engineering services that are going to be needed as we navigate the Potable Water Consent Order and will set us up to apply for more funding down the line. City was FUNDED for \$147k.

Funded:

- Evaluation of Existing Conditions
- Enhanced Sampling Plan, Hydraulic Modeling, and Treatability Studies
- Alternatives Analysis
- Facilities Plan Report

***We will be using continuing services engineering agreements – this will be an award recommendation at the February 2023 regular City Commission meeting!***

- **2/7/23 – Bid Award Recommendation to Dewberry Engineers. (Wrote the quote used to apply for this funding and are working on City consent orders, which this project will go hand in hand with.)**

**8. *City of Apalachicola Old City Hall Structural Repair – Special Categories DOS***

Application submitted electronically 5/31/22 for structural repairs for the Old City Hall building. (Middlebrook Building) Amount requested was \$395,000 with an in-kind match of \$98,750 for a total project budget of \$493,750. The goal of this application is to secure funding to complete the Old City Hall Renovation and support the ongoing repairs funded through the NPS grant. The purpose is to stabilize the building, by proposing to install an interior rigid steel frame to provide the structural integrity of the building exterior masonry and support the historic second floor wood frame. – **Applied - The Florida Historical Commission reviewed and scored eligible FY2024 Special Category grant applications on November 16, 2022. The Special Category Final Ranking Lists the City Hall project Year 2 (\$395,000) as recommended for funding. Official notification of grant award is pending Secretary of State approval and budget appropriation. We should receive official notification of funding on about July 1 of 2023. This is great news!**

**9. *CPTA Community Planning Technical Assistance Grant Program – DEO***

Application submitted 4/1/22 for updates to our local comprehensive plan as well as complete Phase 2 of the Apalachicola Areas of Critical State Concern Work Plan. If granted, grantee shall analyze the City of Apalachicola's current local comprehensive plan and present required and recommended update to the City Commission considering resiliency. These ideas will be vetted through community engagement and based on feedback received from the community and City Commission, final amendments to the local comprehensive plan will be prepared for public hearing and subsequent transmission to DEO. The City will also undertake Phase 2 of the Areas of Critical State Concern Work Plan by updating the infrastructure project list and conducting project scoping and economic analysis for priority projects in preparation for

the funding available through the Bipartisan Infrastructure Act as well as other state and federal grant opportunities. – **AWARDED!** Agreement received and signed in October.

- **RFP was advertised and procured according to state statutes and City procurement policy. An award recommendation is on the agenda for 1/3/23 meeting.**
- **OVID Solutions w/ Bay Media Services as a subcontractor was awarded the bid recommendation and contracts were executed. OVID + Bay Media have begun working and a workshop for this effort is scheduled 2/7/23 for a comp plan update and OVID (Julie Dennis) is working on the ACSC Plan and has been meeting with staff for needed details.**

***10. Department of Historical Resources African American Cultural and Historical Grants – Apalachicola African-American History Museum***

Awarded \$1million with a \$250k match from the City for a new construction museum next to Holy Family.

- Due to rising construction costs, the project scope has been changed from a 2-level, 2,500SQF footprint building to a 1-level 2,000SQF building with elevated ceilings. Priorities include:
  - High Security
  - Storage Room
  - Office Space
  - Breezeway to Holy Family
  - Greeting Station/Small Gift Shop Area
  - ADA Accessible Bathrooms
  - Controlled Lighting for Exhibits
  - Building with Room for Add-On at later date
- **FUNDED!** Have submitted the project work plan and budget for the agreement draft from DOS. 8/25
- **Question from DOS answered 9/26.** Should hear back soon and have agreement in hand.
- **11/3** – Still waiting for agreement.
- **12/1** – Have draft agreement in hand for staff review.
- **12/19 – AGREEMENT SIGNED!** Documents being turned in for FEIN and new grant coordinator must take their grant management quiz prior to procurement of services.
- **1/31 – New grant coordinator has taken quiz for first deliverable and is creating procurement documents for Architecture, Design, Permitting, & Engineering of the new building. We expect to begin procurement in February and this will be out to bid for 28 days.**

### ***11. HMGP – Backup Generator for Vacuum Station (108 Avenue F)***

Grant application was submitted for \$170,000 for a new backup generator. (Current in use is too small for need.) Had to apply for a portable generator instead of stationary, as they will not fund for a stationary one in a flood zone. Multiple RFIs (requests for information) were received and answered. **Waiting on delivery dates and costs for generators. The delays are at least 55 weeks with a cost increase of 4 times the original figures. Once we determine those issues, we will adv an RFQ. In addition, an amendment will need to be done with the state to address the time and cost. (12/1)**

- **TME discussed with funding agency reps and they have decided we should not wait on Ring Power for quotes due to the timelines. TME is taking the Scope of Work and developing an RFP for these services. Will be sending to funding agency by mid January for approval to advertise – after the bids come in we will do an amendment with the funding agency for the time and funding increase on this effort. The funding agency is aware of the rising costs and are telling us to try for an amendment with them to cover the additional costs, but we will not know for sure until the amendment is submitted after bids are received. (12/21)** FDEM stated that this agreement was in the contracting phase. Once we get the agreement executed, we will let the ITB. The ITB was submitted to DEO to approve for advertising. Hoping to get the go ahead this week. The overall timeline is 59 weeks now. The Workplan for DEO has been updated to reflect the timeline. Amendments with FDEM will be completed and letters will need to be sent to DEO. (1/31/23)

### ***12. National Park Service Hurricane Michael Repair/Mitigation - Grants for Repair and Restoration of the Montgomery Cotton Warehouse (Old City Hall) and the Harrison-Raney Cotton Warehouse (HCA)***

#### **Old City Hall & HCA**

RFPs to select a contractor to complete the repair/restoration on both projects has been advertised and the scope of work for each is on the City website. The period to respond to the RFP for both City Hall and the HCA building was October 20. The City has submitted requests for payment for the first set of deliverables for each project. **The request for payment on HCA has been received; the payment for the City Hall is pending NPS approval of the contract modification. We have resubmitted the payment request for City**



**Hall (payment request #1 \$99,979) because the grant portal shows the grant amendment has been approved.**

**As per DHR, the City has re-advertised both the HCA and City Hall construction projects in accordance with State procurement requirements. New bids are due by January 10, 2023.**

- **Re-advertised bids have been ranked for commission review and selection at Feb. 7 meeting.**

### ***13. Grants Update -***

- a. **FDOT City Landscaping** – City was reimbursed for \$193k landscaping costs after FDOT inspection and reimbursement package sent in. Landscaping and maintenance have been “completed.”
  - i. There were issues with the grass drying out during the maintenance period, Gaskin to extend maintenance and re-plant as necessary per our contract and their warranty. **Re-plant pushed to March to avoid frost during establishment – Dan is in contact.**
  - ii. Filed for last bit of reimbursement in November. (6k)
  - iii. **Reimbursement of remaining 6k received and project closeout complete!**
  - iv. **Waiting for re-plant in 2023 per contract warranty.**
- b. **CDBG-DR Infrastructure** – Avenues Stormwater Repair Project is moving forward. Engineer Procurement and design will need to be secured and created along with environmental review and clearance. ALL policies needed have been completed!
  - i. **ENGINEERING PROCUREMENT IN PROGRESS!** The contracted engineer, once selected, will put together a project schedule based on design time needed and anticipated construction duration. Environmental review will run concurrently with design and permitting.
  - ii. Engineering Scoring of Bids has been completed. - City authorized to enter into contract negotiations with Halff, CDG, and Dewberry on 11.8.2022. Recommendation to execute contract and award task order for this project was on the 01.03.2022 agenda, subject to DEO review/approval. DEO comments received on 1.31.2023 – sent to City Counsel for assistance in addressing.
- c. **CDBG-DR Hometown Revitalization** –Riverfront Revitalization and Hill Community Revitalization projects: City has received environmental exemption for administrative and engineering services. ALL policies needed have been completed! **ENGINEERING PROCUREMENT IN PROGRESS!** The contracted

engineer, once selected, will put together a project schedule based on design time needed and anticipated construction duration. Environmental review will run concurrently with design and permitting. **City authorized to enter into contract negotiations with Halff, CDG, and Dewberry on 11.8.2022. Draft contracts have been submitted and are currently under review with counsel.**

**Recommendation to execute contracts and award task orders approved on 12.6.2022, subject to DEO review/approval.**

- Hill Community (M0033): CENST approval memo was issued by DEO on July 14, 2022. It was reviewed and we are currently working to address DEO comments. The city is working on the RFQ for engineering procurement. Once an engineer is on board, we'll be able to confirm scope of work and begin environmental review. **CDG Engineering was selected for this project; the contract is currently under review with city attorney.**
  - Riverfront (M0034): CENST approval memo was issued by DEO on July 14, 2022. The city is currently working on the RFQ for engineering procurement. Once an engineer is on board, we'll be able to confirm scope of work and begin environmental review. The contract 7 has been reviewed by DEO and we are currently working to address DEO comments. **Halff Engineering was selected for this project; the contract is currently under review with city attorney.**
- d. **HMGP Emergency Generators** – Received and signed Release of Funds forms for CDBG-DR DEO match – HMGP has funded the generators and agreement signed. HMGP admin bidding was advertised and has closed. Advertised in The Democrat per MSA paper standards from DEO and awarded to TME 9/27. TME is working on RFP for a contractor for the generators and installation. **Waiting on delivery dates and costs for generators. The delays are at least 55 weeks with a cost increase of 4 times the original figures. Once we determine those issues, we will adv an RFQ. In addition, an amendment will need to be done with the state to address the time and cost. (12/1)**
- i. **TME discussed with funding agency reps and they have decided we should not wait on Ring Power for quotes due to the timelines. TME is taking the Scope of Work and developing an RFP for these services. Will be sending to funding agency by mid January for approval to advertise – after the bids come in we will do an amendment with the funding agency for the time and funding increase on this effort. The funding agency is aware of the rising**

**costs and are telling us to try for an amendment with them to cover the additional costs, but we will not know for sure until the amendment is submitted after bids are received. (12/21)** The ITB was submitted to DEO to approve for advertising. Hoping to get the go ahead this week. The overall timeline is 59 weeks now. The Workplan for DEO has been updated to reflect the timeline. Amendments with FDEM will be completed and letters will need to be sent to DEO. (1/31/23)

- e. **HMGP Market Street Vacuum Station** - Received and signed Release of Funds forms for CDBG-DR match – HMGP has funded the generators and agreement signed. HMGP admin was advertised and has closed. Advertised in The Democrat per MSA paper standards from DEO and awarded to TME 9/27. **RFQ is advertised with a due date of 2/2/23 and award date of 3/7/23!**
- No bids were received, so we had to extend and re-advertise. A contract will be let with the selected engineering firm. An extension with FDEM was submitted in mid January. (1/31/23)
- f. **Michael FEMA Projects Updates**
- i. **Bodiford** - BODIFORD PLANS COMPLETE! Waiting for exemption for permits from FEMA to be reviewed. - Received exemption ... waiting on FEMA to re-establish the costs in the project. Still waiting on FEMA 12/21. Project is still in EHP at FEMA (1/31/23)
  - ii. **Scipio** – Designs from Dewberry draft complete – waiting for full. Waiting for scope verification from FEMA to bid out. Still waiting on FEMA 12/21. Project is still in EHP at FEMA (1/31/23)
  - iii. **Alleyway Repairs** – Alleyway: 3, 7, 9, 8, 10, 11, 6, 2, 5, 12, 4 Crushed Shells to be replaced. Extensions requested for all FEMA projects – extension granted. **City staff is currently measuring alleys to get updated quotes on materials. Oyster shells are no longer available, so City is looking into other options. Gravel, lime rock, asphalt millings, etc.** Scope will have to be changed with FEMA before beginning.
  - iv. **Old City Hall and HCA Contents loss** – Ordering replacement items from loss. (Funding already received – just needs to be ordered and receipts turned in.) Partially ordered – postponing ordering of remaining items until back room flooring of City Hall complete to place items in.
  - v. **Lafayette Park** – Boardwalk work and lighting donation have been COMPLETED! It appears that we were supposed to be exempt from permits for this work per engineer opinion, since there was no in-water repairs, but we are waiting for USACE and DEP to confirm this with FEMA before this project can close out and Bodiford and Scipio can begin. - Received the USACE and FDEP permits! Still waiting on FEMA 12/21. Project is still in EHP at FEMA (1/31/23)

- vi. **Hurricane Sally** – Almost all Sally projects are completed and finalized. TME is uploading receipts to finish. This will be completed once all docs are received to upload. Need to determine all project costs with staff and then submit the close out paperwork (1/31/23)
- g. **Department of Historical Resources 2023 Small Matching Grant – Black History Trail. FUNDED!** Scope slightly changed as some work has already been completed. (signage)
  - i. **Agreement has been signed and scope modified!**
  - ii. **City is administering the grant with a 8/31 deadline for all deliverables. Representatives from the North Florida African American Corridor Project have been contacted and are in communication to meet all deadlines. City Commission will be presented the mock-ups of signage before creation/install. Timeline is as follows:**
    1. Historian work/story accumulation complete **by May 15<sup>th</sup>**
    2. Graphic Design of Signs + StoryMap complete **by June 30<sup>th</sup>**
    3. Fabrication of Signs + Storymap Live on Web **by July 30<sup>th</sup>**
    4. Site Prep & Installation of Signs + Project Closeout **by August 31<sup>st</sup>**
  - iii. **Staff and volunteers met 1/24/23 to discuss the timeline and the historian work which will be accumulated by 2/18! There will be a public display “town hall” at Holy Family on 2/26 for the Hill Community to view and give comments. There will also be a City workshop before the regular meeting on 3/7 for board action to approve of the historian work. After the wording has been approved, then the design process can begin. (All designs will go through a workshop/board action process again to make sure all comments are taken into consideration.)**

**14. DEP Applications – Resilient Florida + Water Restoration Assistance - WWTP & Vulnerability Study**

**WWTP-**

Grant #2 is an application for the WWTP totaling \$14 million - the City of Apalachicola was approved for the full \$14 million for new equipment and relocation. DEP contacted us and let us know we had 2 duplicated grant efforts both submitted to them. Both are for the WWTP – and combined could cover the entire WWTP Project costs, headworks and all. DEP has agreed, with some preliminary efforts to ensure the scope and pricing are as they should be. **Total project costs are approximately \$19M, which will be fully funded through two separate DEP awards (Award #1 = \$13.4M, Award #2 = \$5.6M). See cost breakdown below.**

- Scope of works for both efforts are in progress! Cost breakdown below:

- DEP requested several documents to send out agreements – documents supplied. Still ongoing. **DEP Award #1 & #2 have both been executed!**
- **A Kickoff Webinar for Award #1 was held with DEP and the City on 11/1/2022.**
- While continuing services agreements can be generally be used for DEP funding, the expected cost of the construction contract exceeds thresholds for use of continuing services agreements. As previously reported, Engineering services for this project will utilize a firm selected from the Engineering RFQ that is being used for CDBG-DR efforts.
- City authorized to enter into contract negotiations with Halff, CDG, and Dewberry on 11.8.2022. Draft contracts have been submitted and are currently under review with counsel. City staff authorized to execute contracts and task orders approved on 12.6.2022, subject to DEO review/approval.
- **Dewberry Engineering was selected for this project and is developing a task order for this project; the contract is currently under review with city attorney.**

**COST:** The Total Estimated Cost of this Project is \$18,927,391. The anticipated funding breakdown is for **FDEP** to fund approximately **\$5,551,875**, and **FDEP-SRF** to fund **\$13,375,516**.

#### **Vulnerability Study-**

Grant #1 Vulnerability Study – **FUNDED!** Contract signed with Bay Media and research, data collection has begun. **Public Workshop took place on December 6.**

- **Modeling and research currently underway! (1/31/23)**

#### **15. USDA Water Street Sidewalk and Lighting –**

**Construction by CWR Contracting, Inc. is in progress! Have made first payment and are filing for reimbursement. Second payment has been made and are filing for reimbursement. There has been an issue with power poles needing to be relocated to finish the project in 2 spots – extension has been requested.**

- **CWR has completed their work – the power poles have been relocated and City staff is completing the last bit of concrete sidewalks to finish out this project.**
- **Finance is working on reimbursements.**

#### **16. Coronavirus State and Local Fiscal Recovery Funds (SLFRF) – American Rescue Plan**

The City formerly made application to the SLFRF program and received an award of \$1,179,010.00. The City has received half of this allocated amount and will receive the second half after spending the first deposit. City has elected to receive "standard allowance" for government services.

Dates:

- » Funds must be obligated by December 31, 2024
- » All expenditures must be complete by December 31, 2026

American Rescue Plan Info:

- Electing the "standard allowance" to spend on government services
  - Government Services generally include any service traditionally provided by government unless Treasury has stated otherwise. Here are some examples:
    - Construction of schools and hospitals
    - Road building and maintenance and other infrastructure
    - Health Services
    - General Government administration, staff, and admin facilities
    - Environmental remediation
    - Provision of police, fire, and other public safety services, including purchase of vehicles
  - **However, these funds may not be used for a project that conflicts with or contravenes the purpose of the American Rescue Plan Act statute (uses of funds that undermine COVID-19 mitigation practices in line with CDC guidance and recommendations)**
  - All projects MUST follow 2CFR procurement.
  - No construction of the following:
    - New correctional facilities as a response to an increase in rate of crime. New congregate facilities to decrease the spread of COVID 19 in the facility. Convention centers, stadiums or other large capital projects intended for general economic development or to aid impacted industries.
- Funds cannot be used for payments for debt services or replenishing rainy day funds.

**All information included in this report is accurate as of January 31<sup>st</sup>, 2023 at 12:00pm. After that time, information is subject to change. If you have any questions, please send them to**

[brobinson@cityofapalachicola.com](mailto:brobinson@cityofapalachicola.com) &  
[kfalkner@cityofapalachicola.com](mailto:kfalkner@cityofapalachicola.com)!

# Finance Director – Mark Gerspacher

## City Commission Meeting – February 7, 2023 –

4:00pm

**1. 2020 – 2021 Audit**

Audit has now been approved and will be submitted to the state as soon as we receive final report

**2. Banyan**

I am working on the new chart of accounts and will complete this week. We have begun the implementation of the Utility Billing

**3. ARPA funds**

Reminder that we have still have \$622,234 in ARPA funds that need to be spent before the end of 2024. At some point we need to come up with a list of projects so that work can be done to get those funds obligated.

**4. Current Year Budget reports**

Attached



CITY OF APALACHICOLA  
 BUDGET TO ACTUAL COMPARISON  
 OCTOBER 1, 2022 - JANUARY 31, 2023

	BUDGET 22-23	ACTUAL THROUGH 1/31/23	BALANCE
<b>INCOME</b>			
<b>1400000 · GENERAL REVENUE</b>			
1411001 · AD VALOREM TAXES	1,617,909	1,049,247	568,662
1412001 · 1/2 CENT SALES TAX	250,000	56,542	193,458
1412002 · MOBILE HOME LICENSE TAX	75	-	75
1412003 · ALCOHOLIC BEV LICENSE TAX	4,000		4,000
1413100 · UTILITY FRANCHISE	188,393	93,807	94,586
1413200 · LOCAL COMMUNICATION TAX	75,000		75,000
1414100 · UTILITY TAX	265,000	72,320	192,680
1415120 · STATE REVENUE SHARING	107,079	32,443	74,636
1421001 · BUSINESS LICENSE FEES	35,000	26,201	8,799
1422001 · BUILDING PERMIT FEES	80,000	51,094	28,906
1422006 · GOLF CART PERMIT	12,000	8,750	3,250
1422007 · TREE APPLICATION FEE	2,250	750	1,500
1422008 · TREE REFORESTATION FUND	5,130	1,710	3,420
1422011 · SIDEWALK PERMITS	1,000	825	175
1430100 · COUNTY FIRE PROTECT-MSBU	37,000		37,000
1430200 · FINES AND FORFEITURES	14,000	5,507	8,493
1430300 · CEMETERY LOTS	10,000	2,507	7,493
1440120 · MISC-EQUIP/PROP RENTAL	35,000	15,653	19,347
1440163 · TRAFFIC LIGHT REIMB	5,000		5,000
1440180 · FARMER MARKET REVENUE	3,000	570	2,430
1440183 · SANITATION FEES	600,000	212,919	387,081
1440184 · SANITATION - ADMINISTRATION FEE	30,000	10,646	19,354
1453210 · FIRING RANGE	10,000	2,282	7,718
1455500 · COMMUNITY GARDEN REVENUE	500		500
1455700 · HISTORY CULTURE REVENUE	20,000		20,000
5410200 · LIBRARY MISC. REVENUE	12,000	2,510	9,490
5410300 · LIBRARY DONATIONS			
<b>TOTAL GENERAL FUND REVENUE</b>	<b>3,419,336</b>	<b>1,646,283</b>	<b>1,773,053</b>
<b>Special Revenue</b>			
6410100 · LOCAL OPTION GAS TAX (LOGT)	71,400	15,663	55,737
<b>TOTAL SPECIAL REVENUE</b>	<b>71,400</b>	<b>15,663</b>	<b>55,737</b>
<b>Program Revenue</b>			
<b>TOTAL PROGRAM REVENUE</b>	<b>1,625</b>	<b>1,625</b>	<b>0</b>
<b>TOTAL GENERAL FUND REVENUE</b>	<b>3,492,361</b>	<b>1,663,571</b>	<b>1,828,790</b>
<b>DEPARTMENT REVENUE</b>			
DRINKING WATER DEPARTMENT (RESTRICTED)	1,041,502	322,402	719,100
SEWER DEPARTMENT (RESTRICTED)	1,651,885	556,323	1,095,562
BATTERY PARK	82,320	24,405	57,915
SCIPIO CREEK	63,000	22,957	40,043
<b>DEPARTMENT OPERATING EXPENSES</b>			
DRINKING WATER DEPARTMENT - Expenses	1,292,464	356,407	936,057
SEWER DEPARTMENT - Expenses	1,785,053	195,990	1,589,063
BATTERY PARK - Expenses	45,050	9,050	36,000
SCIPIO CREEK - Expenses	49,380	9,034	40,346
ADMINISTRATION - Expenses	140,328	34,459	105,869
FACILITIES - Expenses	633,275	135,808	497,467
FIRE - Expenses	62,225	4,101	58,124
GOVERNING BODY - Expenses	257,712	81,750	175,962
LIBRARY - Expenses	29,693	10,825	18,868
PARKS & RECREATION - Expenses	85,000	26,631	58,369
POLICE - Expenses	109,456	32,006	77,450
PUBLIC WORKS - Expenses	868,804	59,235	809,569
ZONING/CODE ENFORCEMENT - Expenses	29,695	4,694	25,001
<b>TOTAL EXPENSES</b>	<b>5,388,135</b>	<b>959,990</b>	<b>4,428,145</b>

# **ATTORNEY REPORT**

**TO:** City Commission, City of Apalachicola  
**FROM:** Daniel W. Hartman, Esq.  
**DATE:** February 2023  
**SUBJ:** City Attorney Report for Commission Meeting

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1. **Litigation – Creamer v. City of Apalachicola (Case No.: 2022 CC 0025)**

The City was sued by Mr. Creamer for Breach of contract. We attended mediation on January 10, 2023. The mediation was successful and resulted in the mediated settlement agreement you have been provided as part of your agenda package. The Settlement includes a full release of the City and dismissal of the Case.

2. **Land Lease for Workforce Housing**

The City Manager and I are working on a draft Lot lease and sample Community Rules and Regulations. Upon completion of a draft set of these documents we will present to the Commission for input, revision and approval.

A Budget Public Hearing and Budget Special Meeting of the Apalachicola City Commission was held on Tuesday, January 3, 2023, at 5:30 PM at the Apalachicola Community Center, 1 Bay Avenue, Apalachicola, Florida.

Present: Mayor Brenda Ash, Commissioner Despina George, Commissioner Anita Grove, Commissioner Adrian Elliott, City Manager Travis Wade, City Attorney Dan Hartman, Lee Mathes, Finance Director Mark Gerspacher

Absent: Commissioner Donna Duncan

Public Hearing opened by Mayor Ash.

Mayor Ash read the following statement:

City of Apalachicola 2022-2023 Fiscal Year Budget Information:

General Fund: \$6,222,630

Enterprise Fund: \$3,915,927

Total Budget: \$10,138,557

Proposed Millage Rate: 8.3457

Rolled Back Rate: 8.3457

The second public hearing and special meeting for final adoption of the 2022-2023 fiscal year budget will be held on Tuesday, January 3, 2023 at 5:30 PM in the Apalachicola Community Center, #1 Bay Avenue.

No public comment.

Public Hearing closed and Special Meeting opened by Mayor Ash.

Motion to approve Resolution 2022-06 adopting the 2022-2023 Fiscal Year millage rate of 8.3457 made by Commissioner Grove, second by Commissioner Elliott.

Motion carried 4 to 0.

Voting Aye: Elliott, George, Grove, Mayor Ash

Voting Nay: None

Motion to approve Ordinance 2022-02 adopting 2022-2023 Fiscal Year Budget made by Commissioner Elliott, second by Commissioner Grove.

Motion carried 4 to 0.

Voting Aye: Elliott, George, Grove, Mayor Ash

Voting Nay: None

No further business, special meeting adjourned.

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Brenda Ash, Mayor

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Lee Mathes

A Regular Meeting of the Apalachicola City Commission was held on Tuesday, January 3, 2023, at 4:00 PM at the Apalachicola Community Center, 1 Bay Avenue.

Present: Mayor Brenda Ash, Commissioner Adrian Elliott, Commissioner Anita Grove, Commissioner Despina George, City Manager Travis Wade, City Attorney Dan Hartman, Chief of Police Bobby Varnes, Finance Director Mark Gerspacher, Planning & Zoning Bree Robinson, Lee Mathes

Regular meeting called to order by Mayor Ash followed by Invocation and Pledge of Allegiance.

#### **AGENDA ADOPTION**

Motion to adopt agenda made by Commissioner Grove, seconded by Commissioner George. Motion carried 4 to 0.

#### **PRESENTATION – SOUTHERN GROUP – KATE DELOACH**

Kate DeLoach, via telephone, gave update on bill drafting status and legislative schedule. Ms. DeLoach stated that general language has been used in the draft form of the bill and meetings will have to be held between the Commission, Lobbyists, and Sponsors before it goes before the legislation.

City Manager Wade stated that it was recommended by Representative Shoaf that the City present the same projects as last year at the same amount.

#### **PRESENTATION – PARKS & RECREATION COMMITTEE – DONNA INGLE**

Donna Ingle gave update on progress made by the Parks & Recreation Committee stating that Lafayette Park, the Dog Park, and Riverfront Park receive public/private resources for upkeep. The Committee recommends Veteran's Park, Scipio Creek Pavilion, and Marks Park receive resources to begin to approach their full potential.

Mayor Ash stated she has not seen any minutes from any of the meetings, and there appears to be no point of contact from the City. No plans can be developed without a point of contact with the City.

Motion for continued support for Lafayette Park, the Dog Park, and Riverfront Park and improving Veteran's Park, Scipio Creek Pavilion, and Marks Park and plans be brought back before the Commission made by Commissioner Elliott.

Commissioner Grove stated she doesn't feel a motion is needed at this point, but a Commissioner should be appointed as a liaison on the Committee for the City.

Commissioner Elliott withdrew motion.

Commissioner George stated all committees should update the Commission on their progress and should have direct communications with City Manager Wade.

Regular Meeting – 1/3/23 – Page 2

Motion to appoint Commissioner George as City Liaison to Parks & Recreation Committee made by Commissioner Grove, seconded by Commissioner Elliott. Motion carried 4 to 0.

**PUBLIC COMMENT**

Lynn Wilder – Ms. Wilder announced that a Keep Franklin County Beautiful meeting will be held on January 11<sup>th</sup> at 5:00 PM at Holy Family.

**DEO CPTA GRANT – BID AWARD**

Motion to award OVID Solutions with Bay Media Services a contract for DEO Community Planning Technical Assistance & Grant Administration made by Commissioner Grove, seconded by Commissioner George. Motion carried 4 to 0.

**STORMWATER AVENUES BID AWARD**

Motion to authorize City Staff to award task order for professional services solicited under RFQ 2022-02 (Avenues Stormwater Repair Project) to Dewberry Engineers, Inc. contingent upon successful contract negotiation and funding agency review made by Commissioner Grove, seconded by Commissioner Elliott. Motion carried 4 to 0.

**ELEVATED WATER TANK AWARD**

Motion to award the contract to Five-12 Painting and Remodeling to perform the required/maintenance on elevated water tank made by Commissioner Grove, seconded by Commissioner George. Motion carried 4 to 0.

Commissioner Elliott stated once this project is completed, then this item will be removed from the consent order.

**JULY 3<sup>RD</sup> EVENT DISCUSSION**

Mayor Ash stated that Main Street has approached the City in taking over facilitating the annual July 3<sup>rd</sup> event and if the Commission approves, the transition will begin in January. A Main Street representative will work with staff in providing all pertinent information needed to run the event successfully.

Attorney Hartman stated the City should not directly solicit monies for the event, but should consider seeking a partner such as a nonprofit organization.

Commissioner George stated this item should probably be tabled until the City can have discussions with potential nonprofit partners such as the Chamber of Commerce.

Commissioner Grove stated she agrees that the City should partner with a nonprofit organization.

Commissioner Elliott stated she is in favor of the City taking over this event, and feels the Chamber of Commerce would be an excellent partner. Commissioner Elliott stated she would be happy to take the lead on this and would keep the Commission informed.

Mayor Ash stated all the logistics can be worked out during the planning stage, but the transitioning needs to begin now so all the needed information can be collected. Mayor Ash stated the City overseeing the July 3<sup>rd</sup> event is what is on the table at this time.

Discussion held.

Motion to authorize City Staff to work with Main Street to transition July 3<sup>rd</sup> Event and partner with another nonprofit organization made by Commissioner Elliott. Motion died for lack of second.

Discussion continued.

Motion to authorize City Staff to transfer July 3<sup>rd</sup> Event to another nonprofit organization made by Commissioner Grove, seconded by Commissioner George. Motion failed 2 to 2 with Mayor Ash and Commissioner Elliott voting nay.

Discussion continued.

Motion to authorize City Staff to facilitate in getting the information, and assist in the transition so the event can move forward made by Commissioner Elliott, second by Commissioner Grove. Motion carried 3 to 1 with Commissioner George voting nay.

#### **GHOST WALK EVENT PERMIT APPLICATION – ROYCE ROLSTAD**

City Manager Wade stated that Royce Rolstad applied for an event permit for a ghost tour through Chestnut Cemetery on January 13<sup>th</sup> and 14<sup>th</sup>, and February 24<sup>th</sup> and 25<sup>th</sup>, 2023 from 6:30PM until 9:30PM. An admission fee of \$10/person is charged, and event is not being hosted by a nonprofit and appears to benefit Mr. Rolstad solely. The City has budgeted fees for the use of City parks, but there are no fees budgeted for the use of a cemetery. The Apalachicola Area Historical Society has a ghost walk through Chestnut Cemetery annually, but the proceeds are used to benefit cemetery preservation.

Commissioner George stated she doesn't feel this qualifies as a special event and asked why the City would want to stop the tours.

City Manager Wade stated there are no guidelines relating to holding for profit events in City cemeteries and feels it might set a precedence for other private companies to follow suit.

Commissioner Elliott stated if Chestnut Cemetery is unsafe after dark then it is probably unsafe in the daytime as well; if Cemetery is safe then tours should not be denied. Commissioner Elliott stated perhaps an agreement should be put in place between Mr. Rolstad and the Historical Society.

Attorney Hartman stated the City does allow the use of public spaces and legally there isn't anything preventing the tours. Insurance would need to be provided and a special permit would have to be provided.

Mr. Rolstad stated that during the summer months the tours were over by dark, and if other groups are allowed to host events in the Cemetery, then it should be open to other groups as well. Mr. Rolstad stated he will provide proof of insurance and ghost tour route.

Discussion held.

Motion to approve ghost tour dates as outlined contingent upon the City being named as a covered party on the insurance policy made by Commissioner Elliott, seconded by Commissioner George with discussion.

Discussion continued.

Motion failed 1 to 3 with Mayor Ash, Commissioner Grove, and Commissioner George voting nay.

Motion to approve event permit for either January 13<sup>th</sup> and 14<sup>th</sup> or February 24<sup>th</sup> and 25<sup>th</sup> made by Commissioner George, seconded by Commissioner Elliott with discussion.

Discussion continued.

Motion failed 2 to 2 with Mayor Ash and Commissioner Grove voting nay.

#### **JAMES FROST LAND OFFER**

City Manager Wade stated James Frost and his family own approximately one acre parcel of land located at 217 Cottage Hill. There is approximately a .10 acre parcel that is contiguous with Mr. Frost's land. Mr. Frost would like to purchase the .10-acre parcel as it is an unbuildable lot and can only be utilized by the adjacent property in which he owns. Mr. Frost's offer is \$1,250.00.

Motion to approve the sale of the .10 acre parcel located adjacent to 217 Cottage Hill for \$1,250.00 made by Commissioner Elliott, seconded by Commissioner George. Motion carried 4 to 0.

#### **WORKFORCE HOUSING PROPOSAL**

City Manager Wade stated the City owns several unimproved parcels on 24<sup>th</sup> and 25<sup>th</sup> Avenues and is proposing the City clear four lots to be rented for mobile home lots. Ideally lots would be rented to employees of the City, County, School Board, and hospitality industry, with priority given to City employees and/or new hires. Lease agreements would be drafted to insure proper management of the properties. Planning & Zoning would have to approve the mobile home permits, and the Commission would have to approve to split the parcel into individual buildable lots.

Discussion held.

Motion to direct City Manager Wade to proceed with creating a workforce housing proposal to be presented at February or March meeting and have rental agreement available for review at that time made by Commissioner Elliott, seconded by Commissioner George. Motion carried 4 to 0.

#### **ARBOR DAY PROCLAMATION**

Attorney Hartman read proclamation in its entirety.

Motion to approve Arbor Day Proclamation made by Commissioner Grove, seconded by Commissioner George. Motion carried 4 to 0.

**TREE COMMITTEE NEW MEMBER**

Motion to appoint Rebecca Stafford to the Tree Committee made by Commissioner Grove, seconded by Commissioner Elliott. Motion carried 4 to 0.

**REQUEST APPROVAL FOR SETTLEMENT AGREEMENT IN CASE #2018CA233**

Attorney Hartman reviewed the case regarding Hale Smith, Richard Hall, and the City. Attorney Hartman stated if the Commission did not approve the settlement agreement then the case would go to trial in about 4 months.

Discussion held.

Motion to approve settlement agreement in Case #2018CA233 made by Commissioner Grove, seconded by Commissioner Elliott. Motion carried 4 to 0.

**MAYOR & COMMISSIONER'S COMMENTS**

Comments included monthly financial reports to Commission, upcoming legislative meeting at Courthouse, update on old Library for meeting space, Scipio Creek temporary dock repairs, slip rental collections, and upcoming January community events.

**CITY MANAGER COMMUNICATIONS**

City Manager Wade stated he met with engineers regarding the placement and new upgrades for the new WWTP.

Mayor Ash asked about the \$300,000 grant for the stormwater system.

City Manager Wade stated an engineer has been assigned, but no contractor has been assigned yet.

**GRANTS COORDINATOR COMMUNICATIONS**

See attached report – Attachment A

**FINANCE DIRECTOR COMMUNICATIONS**

Mark Gerspacher stated FY 20-21 audit is almost completed, and will need to hold a special meeting sometime in January to approve the audit.

**ATTORNEY COMMUNICATIONS**

See attached report – Attachment B



**CONSENT AGENDA**

Motion to approve consent agenda made by Commissioner George, seconded by Commissioner Elliott.  
Motion carried 4 to 0.

**DEPARTMENT REPORTS**

Available for review in meeting packets.

**ADJOURNMENT**

Motion to adjourn made by Commissioner George, seconded by Commissioner Elliott. Motion carried 4 to 0.

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Brenda Ash, Mayor

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Lee Mathes

# Grant Updates – Bree Robinson

City Commission Meeting – Tuesday, January 3<sup>rd</sup>, 2023

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**1. Firehouse Subs Public Safety Foundation – Hurst Rescue Tools “Jaws of Life”**

An application requesting \$34,065.00 for Jaws of Life rescue tools for the Apalachicola Volunteer Fire Department was submitted online 4/7/22. These tools were a request from the VPD and will aid them in their efforts. If funded – the grant program will handle ordering, etc. No match required. **DENIED & REAPPLIED 7/7** in the amount of \$36,795.00, as cost of materials went up. - **Waiting for updates**, have been advised that most projects are funded by Firehouse Subs after 3+ complete applications. We have filed 3 so far.

- **APPLIED again on 10/6! We will hear back on this late January.**

**2. DEP Resilient Florida Grant application – Implementation**

City submitted a grant request in the amount of \$2,039,500 to complete identified drainage projects in the city that have been documented, but have not been funded by other sources. If funded, the funds will repair known nuisance flooding drainage issues in more than 29 locations throughout the City. **Grant submitted 9-1-2022. Waiting for updates.**

**3. DEP Resilient Florida Grant application – Planning**

City submitted a grant request in the amount of \$300,000.00 to analyze existing vulnerable critical asset infrastructure in the City's commercial district and design a plan to mitigate street flooding through the retrofit of existing impervious parking and the design of pervious parking pockets on City-owned property, Avenue H specifically. **Grant submitted 8-31-2022. Waiting for updates.**

**4. FWC Florida Boating Improvement Program – Battery Park Boarding Docks**

In 2020, the City was awarded \$10,875.00 from the FWC Florida Boating Improvement Program for the Battery Park Boarding Docks replacement project. In 2021, the City spent \$23,066.85 on the new Battery Park Boarding Docks Project and the work was performed by Polaronis Construction. (The work has been inspected and approved by FWC.) The City was under the impression that we would not be reimbursed the \$10,875.00 due to improper procurement of services, but FWC has come back and offered reimbursement for the award due to the small amount! To be reimbursed we have to file a Site Dedication with Franklin County for the Battery Park Boat Ramp and FWC and put up a sign at the site. **The requirements have been met, sign has been installed, and the site dedication was filed with Franklin County. Reimbursement**

**should be received any day now with this project closeout.** Contacted FWC rep 12/21 regarding reimbursements, staff is out for holiday.

**5. *Florida Department of Transportation – SCOP Grant Application – Leslie Street***

City Commission passed Resolution 2022-01 on 2/23/22 for the City of Apalachicola to apply for funding for Leslie Street. Application was submitted electronically on 3/4/22. The City requested \$610,169.30 to remedy the underground issues, resurfacing the entire street length, and for new road signs based off engineer's estimate and recommendations.

**AWARDED! – City was awarded the full amount for Leslie Street! This funding window begins July 1, 2023, and ends June 30, 2024. We will take steps to make sure this work can be completed ASAP. Waiting for agreement from FDOT, our representative from FDOT said to expect it in 2023 sometime before the funding window opens.**

**6. *DEO Rural Infrastructure Fund – Drainage Basin Analysis Phase II + Camera Work of Stormwater Lines***

An application requesting \$300,000 with no local match from the DEO Rural Infrastructure Fund was submitted on 8/31/22. The application was for the Phase II of a Drainage Basin Analysis that began in 2018. This \$300,000 grant proposal would fund an analysis of the drainage basins that border Apalachicola River and Bay. The proposal also includes funding to begin camera-work of the stormwater lines in the phase I, as recommended in that report. (We have to survey the damage before we can move forward on repairs.) The grant asks for \$110,000 for the analysis and mapping (per engineer estimate), \$5,000 for public education (grantors like to see we are promoting our message/work), \$24,000 in admin, and \$161,000 in camera-work for the phase I drainage basin area. This is a total of \$300,000 and there is no required local match.

Basins 11 and 3 were covered by the 2018 grant. This grant application would address the following basins: 1, 2, 4, 5, 6, 7, 8, 9, 10, 12-19. – **FUNDED 12/20/22! Waiting for inquiries/agreement!**

**7. *Water Treatment Plant Improvements - Rural Infrastructure Fund – DEO FY 21/22***

**FUNDED!** Application submitted electronically on 5/26/22 to the RIF program through DEO for fiscal year 21/22. City applied for \$150,000 for engineering services that are going to be needed as we navigate the Potable Water Consent Order and will set us up to apply for more funding down the line. City was FUNDED for \$147k.

Funded:

- Evaluation of Existing Conditions
- Enhanced Sampling Plan, Hydraulic Modeling, and Treatability Studies
- Alternatives Analysis

- Facilities Plan Report

***We will be using continuing services engineering agreements – this will be an award recommendation at the February 2023 regular City Commission meeting!***

***8. City of Apalachicola Old City Hall Structural Repair – Special Categories DOS***

Application submitted electronically 5/31/22 for structural repairs for the Old City Hall building. (Middlebrook Building) Amount requested was \$395,000 with an in-kind match of \$98,750 for a total project budget of \$493,750. The goal of this application is to secure funding to complete the Old City Hall Renovation and support the ongoing repairs funded through the NPS grant. The purpose is to stabilize the building, by proposing to install an interior rigid steel frame to provide the structural integrity of the building exterior masonry and support the historic second floor wood frame. – **Applied - The Florida Historical Commission reviewed and scored eligible FY2024 Special Category grant applications on November 16, 2022. The Special Category Final Ranking Lists the City Hall project Year 2 (\$395,000) as recommended for funding. Official notification of grant award is pending Secretary of State approval and budget appropriation. We should receive official notification of funding on about July 1 of 2023. This is great news!**

***9. CPTA Community Planning Technical Assistance Grant Program – DEO***

Application submitted 4/1/22 for updates to our local comprehensive plan as well as complete Phase 2 of the Apalachicola Areas of Critical State Concern Work Plan. If granted, grantee shall analyze the City of Apalachicola's current local comprehensive plan and present required and recommended update to the City Commission considering resiliency. These ideas will be vetted through community engagement and based on feedback received from the community and City Commission, final amendments to the local comprehensive plan will be prepared for public hearing and subsequent transmission to DEO. The City will also undertake Phase 2 of the Areas of Critical State Concern Work Plan by updating the infrastructure project list and conducting project scoping and economic analysis for priority projects in preparation for the funding available through the Bipartisan Infrastructure Act as well as other state and federal grant opportunities. – **AWARDED!** Agreement received and signed in October.

- **RFP was advertised and procured according to state statutes and City procurement policy. An award recommendation is on the agenda for 1/3/23 meeting.**

**10. Department of Historical Resources African American Cultural and Historical Grants  
– Apalachicola African-American History Museum**

Awarded \$1million with a \$250k match from the City for a new construction museum next to Holy Family.

- Due to rising construction costs, the project scope has been changed from a 2-level, 2,500SQF footprint building to a 1-level 2,000SQF building with elevated ceilings. Priorities include:
  - High Security
  - Storage Room
  - Office Space
  - Breezeway to Holy Family
  - Greeting Station/Small Gift Shop Area
  - ADA Accessible Bathrooms
  - Controlled Lighting for Exhibits
  - Building with Room for Add-On at later date
- **FUNDED!** Have submitted the project work plan and budget for the agreement draft from DOS. 8/25
- **Question from DOS answered 9/26.** Should hear back soon and have agreement in hand.
- **11/3** – Still waiting for agreement.
- **12/1** – Have draft agreement in hand for staff review.
- **12/19 – AGREEMENT SIGNED!** Documents being turned in for FEIN and new grant coordinator must take their grant management quiz prior to procurement of services. (This agreement is until 2026 and is then subject to extensions.)

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

Grant application was submitted for \$170,000 for a new backup generator. (Current in use is too small for need.) Had to apply for a portable generator instead of stationary, as they will not fund for a stationary one in a flood zone. Multiple RFIs (requests for information) were received and answered. **Waiting on delivery dates and costs for generators. The delays are at least 55 weeks with a cost increase of 4 times the original figures. Once we determine those issues, we will adv an RFQ. In addition, an amendment will need to be done with the state to address the time and cost. (12/1)**

- **TME discussed with funding agency reps and they have decided we should not wait on Ring Power for quotes due to the timelines. TME is taking the Scope of Work and developing an RFP for these services. Will be sending to**

**funding agency by mid January for approval to advertise – after the bids come in we will do an amendment with the funding agency for the time and funding increase on this effort. The funding agency is aware of the rising costs and are telling us to try for an amendment with them to cover the additional costs, but we will not know for sure until the amendment is submitted after bids are received. (12/21)**

***12. National Park Service Hurricane Michael Repair/Mitigation - Grants for Repair and Restoration of the Montgomery Cotton Warehouse (Old City Hall) and the Harrison-Raney Cotton Warehouse (HCA)***

**Old City Hall & HCA**

RFPs to select a contractor to complete the repair/restoration on both projects has been advertised and the scope of work for each is on the City website. The period to respond to the RFP for both City Hall and the HCA building was October 20. The City has submitted requests for payment for the first set of deliverables for each project. **The request for payment on HCA has been received; the payment for the City Hall is pending NPS approval of the contract modification. We have resubmitted the payment request for City Hall (payment request #1 \$99,979) because the grant portal shows the grant amendment has been approved.**

**As per DHR, the City has re-advertised both the HCA and City Hall construction projects in accordance with State procurement requirements. New bids are due by January 10, 2023.**

***13. Grants Update -***

- a. **FDOT City Landscaping** – City was reimbursed for \$193k landscaping costs after FDOT inspection and reimbursement package sent in. Landscaping and maintenance have been “completed.”
  - i. There were issues with the grass drying out during the maintenance period, Gaskin to extend maintenance and re-plant as necessary per our contract and their warranty. **Re-plant pushed to March to avoid frost during establishment – Dan is in contact.**
  - ii. Filed for last bit of reimbursement in November. (6k)

- iii. **Reimbursement of remaining 6k received and project closeout complete!**
- b. **CDBG-DR Infrastructure** – Avenues Stormwater Repair Project is moving forward. Engineer Procurement and design will need to be secured and created along with environmental review and clearance. ALL policies needed have been completed!
- i. **ENGINEERING PROCUREMENT IN PROGRESS!** The contracted engineer, once selected, will put together a project schedule based on design time needed and anticipated construction duration. Environmental review will run concurrently with design and permitting.
  - ii. **Engineering Scoring of Bids has been completed. - City authorized to enter into contract negotiations with Halff, CDG, and Dewberry on 11.8.2022. Draft contracts have been submitted and are currently under review with counsel. Recommendation to execute contract and award task order for this project is on the 01.03.2022 agenda, subject to DEO review/approval.**
- c. **CDBG-DR Hometown Revitalization** –Riverfront Revitalization and Hill Community Revitalization projects: City has received environmental exemption for administrative and engineering services. ALL policies needed have been completed! **ENGINEERING PROCUREMENT IN PROGRESS!** The contracted engineer, once selected, will put together a project schedule based on design time needed and anticipated construction duration. Environmental review will run concurrently with design and permitting. **City authorized to enter into contract negotiations with Halff, CDG, and Dewberry on 11.8.2022. Draft contracts have been submitted and are currently under review with counsel. Recommendation to execute contracts and award task orders approved on 12.6.2022, subject to DEO review/approval.**
- Hill Community (M0033): CENST approval memo was issued by DEO on July 14, 2022. The city is currently working on the RFQ for engineering procurement. Once an engineer is on board, we'll be able to confirm scope of work and begin environmental review. **CDG Engineering was selected for this project; the contract is currently under review with city attorney.**
  - Riverfront (M0034): CENST approval memo was issued by DEO on July 14, 2022. The city is currently working on the RFQ for engineering procurement. Once an engineer is on board, we'll be able to confirm scope of work and begin environmental review. **Halff Engineering was selected for this project; the contract is currently under review with city attorney.**

- d. **HMGP Emergency Generators** – Received and signed Release of Funds forms for CDBG-DR DEO match – HMGP has funded the generators and agreement signed. HMGP admin bidding was advertised and has closed. Advertised in The Democrat per MSA paper standards from DEO and awarded to TME 9/27. TME is working on RFP for a contractor for the generators and installation. **Waiting on delivery dates and costs for generators. The delays are at least 55 weeks with a cost increase of 4 times the original figures. Once we determine those issues, we will adv an RFQ. In addition, an amendment will need to be done with the state to address the time and cost. (12/1)**
- i. TME discussed with funding agency reps and they have decided we should not wait on Ring Power for quotes due to the timelines. TME is taking the Scope of Work and developing an RFP for these services. Will be sending to funding agency by mid January for approval to advertise – after the bids come in we will do an amendment with the funding agency for the time and funding increase on this effort. The funding agency is aware of the rising costs and are telling us to try for an amendment with them to cover the additional costs, but we will not know for sure until the amendment is submitted after bids are received. (12/21)
- e. **HMGP Market Street Vacuum Station** - Received and signed Release of Funds forms for CDBG-DR match – HMGP has funded the generators and agreement signed. HMGP admin was advertised and has closed. Advertised in The Democrat per MSA paper standards from DEO and awarded to TME 9/27. **RFQ is advertised with a due date of 12/22 and an award date of 1/3/23.** Awards will be issued at February meeting due to cut off date for agenda due to holidays.
- f. **Michael FEMA Projects Updates**
- i. **Bodiford** - BODIFORD PLANS COMPLETE! Waiting for exemption for permits from FEMA to be reviewed. - Received exemption ... waiting on FEMA to re-establish the costs in the project. Still waiting on FEMA 12/21.
- ii. **Scipio** – Designs from Dewberry draft complete – waiting for full. Waiting for scope verification from FEMA to bid out. Still waiting on FEMA 12/21.
- iii. **Alleyway Repairs** – Alleyway: 3, 7, 9, 8, 10, 11, 6, 2, 5, 12, 4 Crushed Shells to be replaced. Extensions requested for all FEMA projects – extension granted. **City staff is currently measuring alleys to get updated quotes on materials. Oyster shells are no longer available, so City is looking into other options. Gravel, lime rock, asphalt millings, etc.** Scope will have to changed with FEMA before beginning.



- iv. **Old City Hall and HCA Contents loss** – Ordering replacement items from loss. (Funding already received – just needs to be ordered and receipts turned in.) Partially ordered – postponing ordering of remaining items until back room flooring of City Hall complete to place items in.
  - v. **Lafayette Park** – Boardwalk work and lighting donation have been COMPLETED! It appears that we were supposed to be exempt from permits for this work per engineer opinion, since there was no in-water repairs, but we are waiting for USACE and DEP to confirm this with FEMA before this project can close out and Bodiford and Scipio can begin. - Received the USACE and FDEP permits! Still waiting on FEMA 12/21.
  - vi. **Hurricane Sally** – Almost all Sally projects are completed and finalized. TME is uploading receipts to finish. This will be completed once all docs are received to upload.
- g. **Department of Historical Resources 2023 Small Matching Grant – Black History Trail. FUNDED!** Scope slightly changed as some work has already been completed. (signage)
- i. **Agreement has been signed and scope modified!**
  - ii. **City is administering the grant with a 8/31 deadline for all deliverables. Representatives from the North Florida African American Corridor Project have been contacted and are in communication to meet all deadlines. City Commission will be presented the mock-ups of signage before creation/install. Timeline is as follows:**
    - 1. Historian work/story accumulation complete **by May 15<sup>th</sup>**
    - 2. Graphic Design of Signs + StoryMap complete **by June 30<sup>th</sup>**
    - 3. Fabrication of Signs + Storymap Live on Web **by July 30<sup>th</sup>**
    - 4. Site Prep & Installation of Signs + Project Closeout **by August 31<sup>st</sup>**

#### **14. DEP Applications – Resilient Florida + Water Restoration Assistance - WWTP & Vulnerability Study**

##### **WWTP-**

Grant #2 is an application for the WWTP totaling \$14 million - the City of Apalachicola was approved for the full \$14 million for new equipment and relocation. DEP contacted us and let us know we had 2 duplicated grant efforts both submitted to them. Both are for the WWTP – and combined could cover the entire WWTP Project costs, headworks and all. DEP has agreed, with some preliminary efforts to ensure the scope and pricing are as they should be. **Total project costs are approximately \$19M, which will be fully funded through two separate DEP awards (Award #1 = \$13.4M, Award #2 = \$5.6M). See cost breakdown below.**

- Scope of works for both efforts are in progress! Cost breakdown below:

- DEP requested several documents to send out agreements – documents supplied. Still ongoing. **DEP Award #1 & #2 have both been executed!**
- A Kickoff Webinar for Award #1 was held with DEP and the City on 11/1/2022.
- While continuing services agreements can be generally be used for DEP funding, the expected cost of the construction contract exceeds thresholds for use of continuing services agreements. As previously reported, Engineering services for this project will utilize a firm selected from the Engineering RFQ that is being used for CDBG-DR efforts.
- City authorized to enter into contract negotiations with Halff, CDG, and Dewberry on 11.8.2022. Draft contracts have been submitted and are currently under review with counsel. City staff authorized to execute contracts and task orders approved on 12.6.2022, subject to DEO review/approval.
- **Dewberry Engineering was selected for this project; the contract is currently under review with city attorney.**

**COST:** The Total Estimated Cost of this Project is \$18,927,391. The anticipated funding breakdown is for FDEP to fund approximately \$5,551,875, and FDEP-SRF to fund \$13,375,516.

#### **Vulnerability Study-**

Grant #1 Vulnerability Study – **FUNDED! Contract signed with Bay Media and research, data collection has begun. Public Workshop took place on December 6.**

#### **15. USDA Water Street Sidewalk and Lighting –**

**Construction by CWR Contracting, Inc. is in progress! Have made first payment and are filing for reimbursement. Second payment has been made and are filing for reimbursement. There has been an issue with power poles needing to be relocated to finish the project in 2 spots – extension has been requested.**

#### **16. Coronavirus State and Local Fiscal Recovery Funds (SLFRF) – American Rescue Plan**

The City formerly made application to the SLFRF program and received an award of \$1,179,010.00. The City has received half of this allocated amount and will receive the second half after spending the first deposit. City has elected to receive “standard allowance” for government services.

Dates:

- » Funds must be obligated by December 31, 2024
- » All expenditures must be complete by December 31, 2026

American Rescue Plan Info:

- Electing the “standard allowance” to spend on government services
  - Government Services generally include any service traditionally provided by government unless Treasury has stated otherwise. Here are some examples:
    - Construction of schools and hospitals
    - Road building and maintenance and other infrastructure
    - Health Services
    - General Government administration, staff, and admin facilities
    - Environmental remediation
    - Provision of police, fire, and other public safety services, including purchase of vehicles
  - **However, these funds may not be used for a project that conflicts with or contravenes the purpose of the American Rescue Plan Act statute (uses of funds that undermine COVID-19 mitigation practices in line with CDC guidance and recommendations)**
  - All projects MUST follow 2CFR procurement.
  - No construction of the following:
    - New correctional facilities as a response to an increase in rate of crime. New congregate facilities to decrease the spread of COVID 19 in the facility. Convention centers, stadiums or other large capital projects intended for general economic development or to aid impacted industries.
- Funds cannot be used for payments for debt services or replenishing rainy day funds.

**All information included in this report is accurate as of December 21<sup>st</sup>, 2022 at 12:00pm. After that time, information is subject to change. If you have any questions, please send them to [brobinson@cityofapalachicola.com](mailto:brobinson@cityofapalachicola.com)!**

# **ATTORNEY REPORT**

**TO:** City Commission, City of Apalachicola  
**FROM:** Daniel W. Hartman, Esq.  
**DATE:** January 2023  
**SUBJ:** City Attorney Report for Commission Meeting

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1. **Litigation – Hall/Smith/Nall – 7<sup>th</sup> Street (Case No.: 2018 CA 233)**

We attended mediation on August 3, 2022. Resulting from the mediation was the conceptual settlement agreement presented to the Commission at the September 2022 meeting. The Agreement calls for certain stormwater improvements to be made by the parties. At the September 2022 Commission meeting the Commissioners requested additional information as to exactly what improvements were to be constructed in accordance with the engineering studies performed. Smith/Nall have submitted an application for Flood Plain Management Permit as called for in the Agreement. This application contains a more detailed description of the improvements to be constructed. A copy of this application is attached for review. The Settlement agreement must still be approved by the Commission.

A Workshop of the Apalachicola City Commission was held on Monday, January 9, 2023 at 4:30 PM at the Apalachicola Community Center, 1 Bay Avenue.

Present: Mayor Pro-Tem Anita Grove, Commissioner Despina George, Commissioner Donna Duncan, City Manager Travis Wade, City Attorney Dan Hartman, Lee Mathes

Workshop opened by Mayor Pro-Tem Grove followed by Invocation and Pledge.

Mayor Pro-Tem Grove stated the City is workshopping creation of an ordinance regulating encroachments upon City property. Historically such encroachment has been dealt with on a case-by-case basis. The purpose of the ordinance would be to establish a uniform methodology to deal with encroachments upon City property. Such an ordinance could be limited or expansive and deal with encroachments on alleys, streets, easements, or any other public property owned by the City. Such an ordinance should also provide for conditions under which encroachment permits would be issued. An encroachment is typically defined as any structure or object, or improvement of any kind or character, including, but not limited to, building extensions, fences, retaining walls, landscaping, culverts, bridges, pipelines, or other structures or improvements located on City property. An encroachment can also include obtaining access over City property for permissible purposes.

Items discussed were grace periods to encourage voluntary compliance/elimination of existing encroachments, existing encroachments of historic and non-historic buildings of a certain age, permit fee amounts, and fine amounts for violation of ordinance.

Mayor Pro-Tem Grove stated another workshop will definitely be needed before an ordinance is drafted.

Commissioner George stated she recommends holding the workshop on a date when Bonnie Davis and John Alber can be attendance.

Motion to adjourn workshop made by Commissioner George, seconded by Commissioner Duncan. Motion carried 3 to 0.

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Anita Grove, Mayor Pro-Tem

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Lee Mathes

A Special Meeting of the Apalachicola City Commission was held on Tuesday, January 31, 2023 at 4:00 PM at the Apalachicola Community Center, #1 Bay Avenue.

Present: Mayor Brenda Ash, Commissioner Anita Grove, Commissioner Despina George, Commissioner Donna Duncan, City Manager Travis Wade, Finance Director Mark Gerspacher, Lee Mathes

Special meeting opened by Mayor Ash.

**2020-2021 AUDIT PRESENTATION & APPROVAL**

Mark Gerspacher introduced Chris Moran, auditor for the City of Apalachicola.

Mr. Moran presented the Commission with the 2020-2021 audit. Mr. Moran outlined the financial reports in the audit and gave an overview of the City's overall financial status. Mr. Moran feels the 2021-2022 audit will go much more smoothly.

Discussion held concerning monthly financial reports, new accounting software, and due date for 2021-2022 audit.

Mr. Moran continued stating that the City is in the best financial shape it has been in a very long time, and that is due partly to the reduction in debt that is owed.

Motion to approve FY 2020-2021 audit as presented by Chris Moran made by Commissioner George, seconded by Commissioner Grove. Motion carried 4 to 0.

Motion to adjourn made by Commissioner George, seconded by Commissioner Grove. Motion carried 4 to 0.

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Brenda Ash, Mayor

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Lee Mathes

**CITY OF APALACHICOLA**  
PLANNING & ZONING BOARD  
WORKSHOP & REGULAR MEETING  
MONDAY, January 9<sup>th</sup>, 2023  
Community Center - 1 Bay Avenue  
Minutes

**Attendance:**

- **Al Ingle, Bobby Miller, Jim Bachrach, Elizabeth Milliken, Chase Galloway, Lee McLemore, Justin McMillan**

**Workshop - Height Ordinance: 5:30 PM**

- **Chairman Al Ingle began the workshop by explaining that the new proposed height ordinance was drafted by the City Commission and is meant to strengthen the current height restrictions and require a 3+1 vote from the City Commission for any future changes.**
- **City Attorney Dan Hartman clarified and reiterated that this new ordinance is a strengthening of the current ordinance and, along with the 3+1 City Commission vote, will also require all of the steps within Policy No. 002. He added that the current height ordinance limits development to 35' with exceptions for historic structures. The 3+1 voting requirement kicks in if anyone comes in and wants to change the current code.**
- **Attorney Dan Hartman also noted that this second scheduled height ordinance is to comply with Policy No. 002 and is checking off the boxes to get the City Commission to the first reading and the next step for P&Z will be the joint workshop with the City Commission.**
- **Bobby Miller pointed out this height ordinance change started with a referendum, but the City chose not to go this route because if we were to lose the height restriction on a referendum then we couldn't change it again later. Bobby also thanked all the citizens for their input and participation in this process of putting up more "red tape" for big developments.**
- **Jim Bachrach expressed support to Bobby and staff for all their work.**
- **There were no further comments and the meeting ended early after a motion to adjourn by Jim Bachrach was seconded by Elizabeth Milliken. All in favor – motion passed, and the workshop ended.**

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PLANNING & ZONING BOARD  
WORKSHOP & REGULAR MEETING  
MONDAY, January 9<sup>th</sup>, 2023  
Community Center - 1 Bay Avenue  
Minutes

**Regular Meeting: 6:00 PM**

1. Approval of December 12<sup>th</sup>, 2022 regular meeting minutes.
  - **Motion to approve by Jim Bachrach; 2<sup>nd</sup> by Chase Galloway. All in favor – motion carried.**
  
2. Review, Discussion and Decision for Mobile Home. **(R-3) @ 273 24<sup>th</sup> Avenue.** Block 233, Lots 29-31. For A. Thompson -Owner; Contractor: Randy Kyllonen
  - **Motion to approve by Bobby Miller; 2<sup>nd</sup> by Chase Galloway. All in favor – motion carried.**
  
3. Review, Discussion and Decision for Shed/Carport. **(R-2) @ 164 13<sup>th</sup> Street,** Block 139, Lot 2. For J. Walker -Owner; Contractor: Michael Koppel / Bestway Portable Buildings
  - **Motion to approve by Jim Bachrach; 2<sup>nd</sup> by Bobby Miller. All in favor – motion carried.**
  
4. Review, Discussion and Decision for Sign. **(Historic District) (R-2) @ 205 17<sup>th</sup> Street.** For Denton Cove Ltd. –Owner; Contractor: RBK3, LLC. / Roger B. Kennedy Construction
  - **Discussion on whether the sign presented by Denton Cove meets the 12Sqft requirement and definition of a sign took place. There were also comments on the illumination, as what was presented contained internal illumination that is not allowed per code. After direction from City Attorney, Dan Hartman, was given there were 2 motions made:**
  - **Motion to approve the sign by Jim Bachrach; 2<sup>nd</sup> by Bobby Miller. All in favor – motion carried.**
  - **Motion to approve the sign illumination contingent upon the applicant complying with the illumination requirements in chapter 113-82 of the City of Apalachicola Land Development Code and verified by staff by Jim Bachrach; 2<sup>nd</sup> by Chase Galloway. All in favor – motion carried.**



**CITY OF APALACHICOLA**  
PLANNING & ZONING BOARD  
WORKSHOP & REGULAR MEETING  
MONDAY, January 9<sup>th</sup>, 2023  
Community Center - 1 Bay Avenue  
Minutes

Other/New Business: **N/A**

Outstanding/Unresolved Issues: **N/A**

**Motion to adjourn by Bobby Miller; 2<sup>nd</sup> by Jim Bachrach. All in favor – meeting adjourned.**

Minutes Approved:           *AI Ingle*           (Chairman AI Ingle)

Date: 1/30/23

# APALACHICOLA POLICE DEPARTMENT

December 2022

Have a safe and Merry Christmas and Happy New Year! APD investigated and made arrests on two juveniles involved in the burglaries of the food pantry. We continue with extra patrol around the businesses and downtown area. We have been writing warning tickets for vehicles that do not have parking cards for the marina. New ticket books for ordinances were ordered and received and our officers will begin issuing tickets for offenders.

## December 2022 Totals

Traffic Stops/ Warnings/ citations	29	
Arrests/ Warrant Requests	4	
Traffic Accidents	3	
Burglary/Theft calls	4	
Assist Citizens/ Complaints/investigations		702
Trespass Warnings/agreements	3	
Business alarm calls/building checks/welfare checks		600
assist county call/other agencies	25	
Assist Animal control	0	
Domestic cases involving violence/disturbance calls		0
Drugs	0	
Total calls from dispatch	1500	

# APALACHICOLA POLICE DEPARTMENT

January 2023

Two Thousand Twenty-three began a busy year! This month, we did extra patrol and traffic control at both the Oyster Cook off and Butts and Clucks event. Chief Varnes participated in the MLK Day parade and celebrations. We have began writing tickets for violation of parking ordinances at the Battery Park Marina.

## January 2023 Totals

Traffic Stops/ Warnings/ citations	20	
Arrests/ Warrant Requests	14	
Traffic Accidents	3	
Burglary/Theft calls	2	
Assist Citizens/ Complaints/investigations		750
Trespass Warnings/agreements	10	
Business alarm calls/building checks/welfare checks		500
assist county call/other agencies	20	
Assist Animal control	1	
Domestic cases involving violence/disturbance calls		0
Drugs	0	
Total calls from dispatch	1500	

CITY OF APALACHICOLA  
ADMINISTRATION DEPARTMENT  
January 2023

- Updated meeting calendar on website
- Payroll
- Finance Clerk posted revenues, expenses, pay accounts receivables, balance check accounts, purchase orders and tracking, research on all vendor accounts, and order city employee cell phones
- Assist staff with tree applications, utility bill issues
- Staff assisted with Cemetery, utility bills, garbage, permitting issues, city property rentals and other miscellaneous duties
- Completed tasks as assigned by the City Manager/Commission
- Public Records Request
- Annual golf cart sticker renewals
- Business License Renewal Notices and processing by City staff
- Boat launch stickers process

City of Apalachicola  
**Utility Billing Clerk - December 2022**  
**Payment Reconciliation**  
 01/01/2023 through 01/31/2023

Category	Type	Payment Method	Count	Amount
Deposit Payments	Manual	CASH	1	-150.00
		NOT SPECIFIED	11	-1650.00
	Total - Manual		12	-1800.00
Total - Deposit Payments			12	-1800.00
Payments		CASH	240	-23316.96
		CHECK	919	-124423.38
		CREDIT CARD	298	-22889.31
	Total - Manual		1457	-170629.65
	Payment Redistribution		157	0.00
	Total - Payment Redistribution		157	0.00
	Recurring	Bank Draft	566	-76988.40
	Total - Recurring		566	-76988.40
	Returned Check	CHECK	2	476.32
	Total - Returned Check		2	476.32
Total - Payments			2182	-247141.73
GRAND TOTAL			2194	-248941.73

January bills mailed on 1/31/23 - 2,119

Payments processed - 2,194

Work Orders Issued - 68

Work Orders Completed - 59

Cut List - 159

The change was made this month to begin training Sheneidra with my job duties.

\*Business licenses and general billing has been added to my job duties.

The Postal Service has refused our perforated bills for the future. I am in hopes that Banyon will be set up this month to remedy that problem.

*Janelle C. Paul 2/1/23*

## January 2023 monthly report

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

- collected all garbage from trash cans down town and public parks.
- cut our routine main roads parks and cemeteries.
- completed 7 work orders.
- repaired several pot holes in city.
- fixed and replaced several stop signs.
- Serviced 2 vehicles.
- cleaned storm drain on 6th street.
- replaced wheel bearings on public work van.
- had panel box replaced at riverfront park.
- replaced tires on city vehicles.
- repaired facia, replaced glass door, fixed water fountain, rehung sink, repaired back door at project impact ,

Signed. Robert Osburn

## **Monthly Report for the Apalachicola Margaret Key Public Library December 2022**

### Statistics:

- 1392 patrons visited our library this month
- 16 new accounts opened
- 200 patrons used our computers
- 93 hours donated by our wonderful volunteers
- 539 books/movies/audiobooks circulated
- 483 items donated to the library
- \$343.50 collected as library revenue
- 6556 people reached with 25 Facebook posts
- 54 accounts reached with 18 Instagram posts

December is a time to reflect on the past year, and the library has certainly had a wonderful, busy year. The library is finishing with a bang, while looking ahead towards 2023! The library was decorated for the holidays this month by the Patrons of the Apalachicola Library Society (PALS) with special help from members Kathie Leyendecker, Connie Justice, and Shan Raetzloff—who both hung special paper stars and put up magical touches throughout the library. What a wonderful gift to share! Thanks also to members Richard Lenhart, Liz Perkins, Jan Thomas, and Celia Winterringer who put up and decorated our lovely library Christmas tree.

This month many events were hosted in the library, including our regular meet-ups for Book Club, Homeschool Hangout, Writer's Club, Lego Club, and Chess Club. A new group of Mahjong players have begun meeting in the library, and a Crafter's Circle was held for the first time this month. The library also hosted a One Blood Blood Drive on library property, with 14 donors giving to over 42 patients in our area.

Books for Babies, hosted by Karen Kessel, with Bring Me A Book Franklin (BMABF) continues to attract children every Tuesday at 10:30am. Kids also enjoyed making holiday ornaments, window art, and had a station to write their letters to Santa. December 15<sup>th</sup> our Apalachicola Shrimp Boat Santa himself visited the library, seeing over 60 people (of all ages!), sitting for pictures, and listening to Christmas wishes. We are so grateful to Santa, and to the elves who volunteered with us-- PALS members Connie Justice, Bonnie Lewis, and Shan Raetzloff, along with Karen Kessel who passed out free BMABF books. We also hosted holiday read-alouds with snacks daily at 3 during the week before Christmas, when kids were out of school. Additionally, a very special Hanukkah discussion was led by David Adlerstein, Editor of the Apalachicola Times, who brought in special guests visiting from a rabbinical school in Brooklyn, New York. We also offered a holiday read-aloud in Spanish and enjoyed a dramatic reading of The Night Before Christmas by Jerry Hurley. Our final December craft was to build a dreamcatcher to welcome in good dreams as a new year dawns.

Library hours are 10am to 6pm Monday – Friday, and Sundays from 12pm to 4pm. We continue to help patrons with reading, writing, and learning; as well as a suite of print/copy/scan/fax/and notary services. We loan books, movies, puzzles, and items from our Library of Things.

**The library looks forward to serving more people in & around Apalachicola  
in the New Year. Happy 2023 to you and yours!**

**Lucy Carter, Library Director & Isel Sánchez-Whiteley, Library Assistant**

**Monthly Report for the  
Apalachicola Margaret Key Public Library  
January 2023  
(December Library Report attached.)**

**Statistics:**

- 1,807 patrons visited our library - 221 patrons used our computers
- 32 new accounts opened - 106 hours donated by our wonderful volunteers
- 178 items donated to the library - \$513.09 collected as library revenue
- 667 books/movies/audiobooks circulated
- 17,238 people reached w/51 Facebook posts - 88 Instagram accts reached w/47 posts

The library is excited to offer new programs in 2023, while keeping our tried and true favorites. As New Year's resolutions often focus on health and wellness, the library featured two wellness initiatives to help. In January, the library hosted Pilates workshops on Friday evenings. The workshops had anatomy lessons, handouts, and suggested exercises that focused on themes of balance, posture, and fall prevention. Lessons were led by Apalachicola resident Kerry Petty, who has taught and practiced Pilates for over 25 years. Yoga is also now offered each Monday evening from 6:15-7:15pm. Adults are invited to bring their own mats and a spirit of relaxation, with a suggested \$10-\$20 donation. Young Yoga is also available for kids after school on Wednesdays, from 3:10-3:40pm. Instructor Kathy Jansen, of Apalachicola's 'Spirit of the River' yoga and massage studio, leads both classes. Jansen has taught yoga in the area for over 17 years, previously teaching her community class at the Battery Park community center. To participate in any Pilates/Yoga class a signed City liability waiver is required.

This month our Patrons of the Apalachicola Library Society (PALS) hosted two popular after-hours events. Early in January, a Classic Movie Night celebrated football, with a showing of "Horse Feathers" by the Marx Brothers. Popcorn, drinks, and laughs were served in abundance! The Susan Buzzett Clementson Author Series also kicked off this month, with PALS hosting author, playwright, and local favorite, Jerry Hurley. Hurley regaled a crowd with readings from his book Wildcrafting, and let the audience hear from his latest work, yet unpublished. Attendees enjoyed snacks and had the opportunity to purchase their own copy of Wildcrafting and have it signed at the event.

Our first butterfly gardening class was hosted in late January, by UF-IFAS Master Gardener Ted Ruffner. Ruffner spoke on planting for the species of butterflies that live or visit us along the Gulf Coast. Ruffner provided handouts, and delivered more free seeds for visitors to check out from our seed library.

Chess Club and a Project Impact STEAM session were hosted again this month by volunteer Richard Lenhart. On the first and third Mondays, Lenhart teaches all skill levels in Chess, and knows the game well, if you're looking for a challenge...! STEAM this month focused on circuitry, highlighting some of the electronics kits available for checkout at the library. Books for Babies held on Tuesdays, is hosted by Karen Kessel of Bring Me A Book Franklin. The program had Winter themed books and crafts for kids under age 3. Homeschool Hangout on Wednesdays at 2, continues to offer a chance for homeschool families to network and connect, while enjoying library resources. Thursdays at 3, Lego Club is a hit with kids of all ages who build on themes, or enjoy letting their imaginations run free!

Library hours are 10am to 6pm Monday - Friday and Sundays from 12pm to 4pm. We help patrons with reading, writing, and learning; as well as a suite of print/copy/scan/fax/and notary services. We also loan books, movies, puzzles, and items from our Library of Things.

February is 'Love Your Library' Month, and the library has a host of events to celebrate. See posters and print your own calendar at [apalachicolalibrary.com/events](http://apalachicolalibrary.com/events). Help us spread the library love!

**Lucy Carter, Library Director & Isel Sánchez-Whiteley, Library Assistant**



**Monthly Report for the  
Apalachicola Margaret Key Public Library  
December 2022  
(January Library Report attached.)**

Statistics:

- 1350 patrons visited our library this month - 197 patrons used our computers
- 16 new accounts opened - 93 hours donated by our wonderful volunteers
- 483 items donated to the library - \$343.50 collected as library revenue
- 539 books/movies/audiobooks circulated
- 6373 people reached with 23 Facebook posts - 50 accounts reached with 17 Instagram posts

December is a time to reflect on the past year, and the library has certainly had a wonderful, busy year. The library is finishing with a bang, while looking ahead towards 2023!

The library was decorated for the holidays this month by the Patrons of the Apalachicola Library Society (PALS) with special help from members Connie Justice (our own Ms. Christmas!) and Shan Raetzloff—who both hung special paper stars and put up magical touches throughout the library. What a wonderful gift to share! Thanks also to members Richard Lenhart, Kathie Leyendecker, Liz Perkins, Jan Thomas, and Celia Winterringer who put up and decorated our lovely library Christmas tree.

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Books for Babies, hosted by Karen Kessel, with Bring Me A Book Franklin (BMABF) continues to attract children ages 1-3 every Tuesday at 10:30am. BMABF activities and books all had a holiday theme this month-- the joy of children filled the library!

December 15<sup>th</sup> our Apalachicola Shrimp Boat Santa himself visited the library, seeing over 60 people (of all ages!), sitting for pictures, and listening to Christmas wishes. Kids also had fun decorating cupcakes, building puffball snowmen, and making paper plate art. We are so grateful to Santa, and to the elves who volunteered with us, donating their time and supplies -- PALS members Connie Justice, Bonnie Lewis, and Shan Raetzloff, along with Karen Kessel who passed out free BMABF books.

All month long, kids enjoyed making holiday ornaments, window art, and had a station to write their letters to Santa here in the library. During Winter break, while kids were out of school, the library hosted daily holiday read-alouds at 3pm with a snack. Additionally, a very special Hanukkah discussion was led by David Adlerstein, Editor of the Apalachicola Times, who brought in special guests visiting from a rabbinical school in Brooklyn, New York. The library also offered a holiday read-aloud in Spanish and enjoyed a dramatic reading of The Night Before Christmas by library board member, and volunteer, Jerry Hurley. Our final December craft was to build a dreamcatcher to welcome in good dreams as a new year dawns.

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in the New Year. Happy 2023 to you and yours!**

**Lucy Carter, Library Director & Isel Sánchez-Whiteley, Library Assistant**



# CITY OF APALACHICOLA

152 Coach Wagoner Blvd. \* Apalachicola, Florida 32320 \* 850-653-9319 \*

## BUILDING DEPARTMENT

December 2022

- 50 Building Permits Issued
- 3 Building Permits in Process
- 44 Building Inspections
- 17 Certificates of Completion Issued
- 5 Certificates of Occupancy
- Daily Phone Inquiries & Emails Answered
- Several On-Site Meetings
- Daily Office Meetings
- Records Requests
- 6 Planning & Zoning Applications -Support
- Dec. Building Dept. Fees brought in: \$112,656.51
- Building Dept. Fees ytd: \$240,443.86

**BUILDING DEPARTMENT**

**January 2023**

- 42 Building Permits Issued
- 6 Building Permits in Process
- 32 Building Inspections
- 2 Fire Safety Inspections
- 11 Certificates of Completion Issued
- 1 Certificates of Occupancy
- Daily Phone Inquiries & Emails Answered
- Several On-Site Meetings
- Daily Office Meetings
- Records Requests
- Dec. Building Dept. Fees brought in: \$13,188
- Building Dept. Fees ytd: \$13,188