

REGULAR MEETING
APALACHICOLA CITY COMMISSION
TUESDAY, JULY 2, 2024 – 4:00PM
FORMER APALACHICOLA MUNICIPAL LIBRARY
74 6TH STREET, APALACHICOLA, FLORIDA 32320

AMENDED 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. FEMA Floodplain/CRS
 - 2. Popham Building
 - 3. Drainage Basin Analysis - Administration
 - 4. Drainage Basin Analysis - Engineering
 - 5. FDOT Traffic Light Maintenance Agreement Approval

- V. Unfinished Business**
 - 1. Lafayette Park Landscape Plan
 - 2. Rules of Procedure

- VI. Mayor and Commissioner Comments**

- VII. City Manager Communications - Report Attached**

- VIII. Finance Director Communications - Report Attached**

- IX. Attorney Communications**

- X. Consent Agenda**
 - Commission Meeting Minutes Adoption- 5/21/2024, Workshop Meeting: Rules of Procedure

P & Z Meeting Minutes – 5/13/2024, Regular Meeting

XII. Department Reports – Included in Agenda Packet

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: July 2, 2024**

SUBJECT: FEMA Community Rating System

AGENDA INFORMATION:

Agenda Location: New Business
Item Number: 1
Department: Administration
Contact: Travis Wade/Keisha Messer
Presenter: Keisha Messer

BRIEF SUMMARY: The City contracts its Floodplain Management to Keisha Messer. Keisha has experience in dealing with the Community Rating System. The City currently has a 10-year Cumulative Substantial Improvement (CSI) period in which the cost of improvements may not exceed 50% of the market value of the property. FEMA allows the City to determine the time period for CSI. Frankin County and Carrabelle use 1 year. Carrabelle does not participate in the CRS program.

RECOMMENDED MOTION AND REQUESTED ACTIONS: - Motion Approve a new CSI period less than 10 years.

FUNDING SOURCE: N/A

ATTACHMENTS:

Florida FEMA Flood Plan Map for Apalachicola, Fl.

STAFF'S COMMENTS AND RECOMMENDATIONS:

Apalachicola, Florida FEMA Flood Zones Map



Legend



City Limit

City FEMA Flood Zones

FLD_ZONE

0.2

A

AE10

AE11

AE12

AE13

AE9

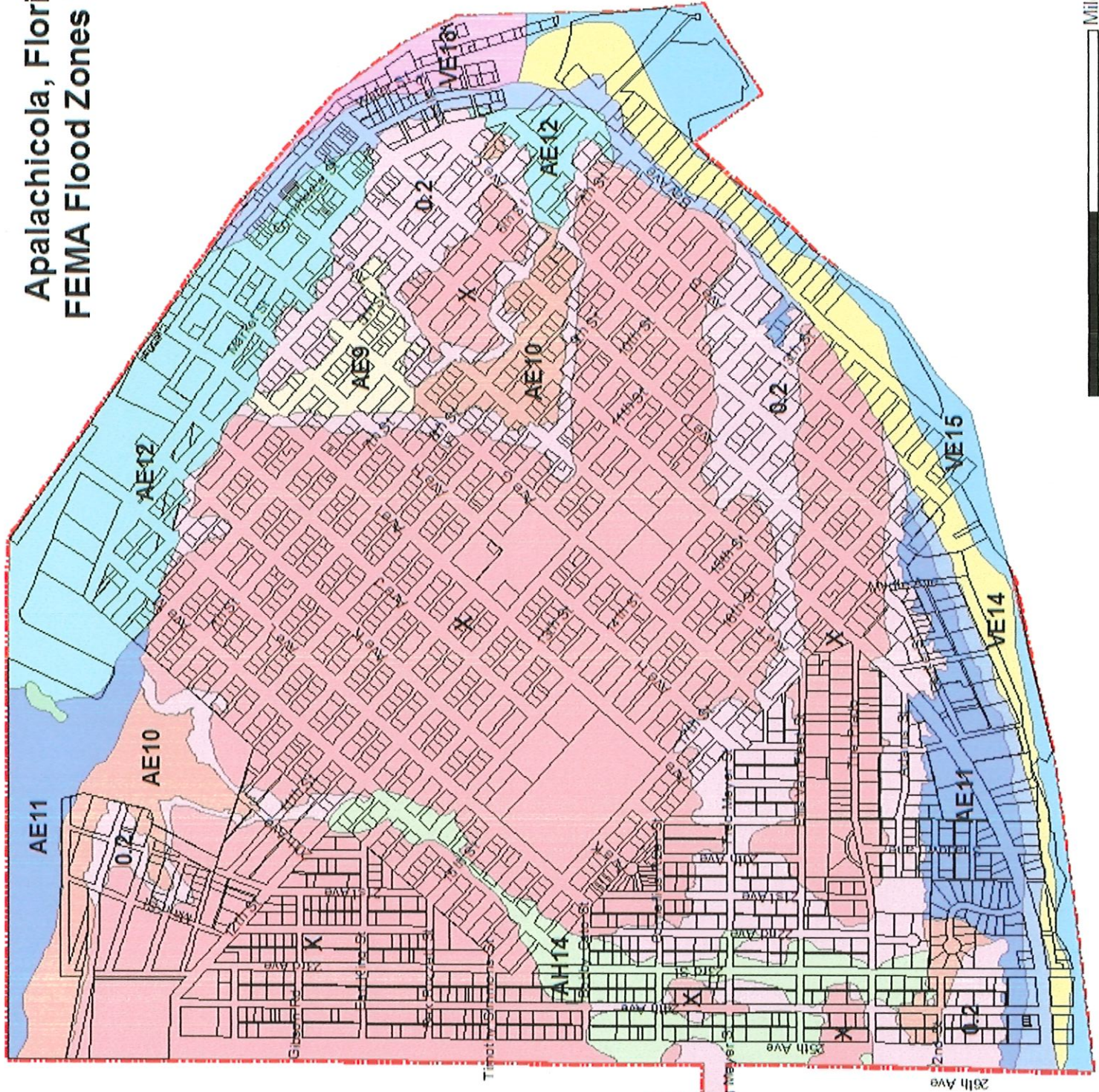
AH14

VE13

VE14

VE15

X



**APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: July 2, 2024**

SUBJECT: Popham Building

AGENDA INFORMATION:

Agenda Location: New Business
Item Number: 2
Department: Administration
Contact: Travis Wade
Presenter: Bret Hammond/David Snyder

BRIEF SUMMARY: Mr. Hammond and Mr. Snyder will be presenting the Commission with options for the future of the Popham Building. The Commission is being asked to make a decision on how to proceed with plans for the building.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

FUNDING SOURCE: N/A

ATTACHMENTS:

Propham Building Historical & Structural Report

STAFF'S COMMENTS AND RECOMMENDATIONS:



Popham Building Historical & Structural Report

81 Water Street
Apalachicola, FL 32320

July 2024

Architecture: AR0016903
Landscape Architecture: LA001313

2627 S. Blair Stone Road
Tallahassee, Florida 32301
(850) 222-2092
www.hdg-architects.com



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SECTION 1 EXECUTIVE SUMMARY

SECTION 1.0

EXECUTIVE SUMMARY

1.1 INTRODUCTION

The Popham Building, Apalachicola Florida currently consists of approximately 6,600 s.f. wood frame metal clad building. The building is a two-story central structure with shed roof single story surrounding the two-story structure. The building is located at 81 Water Street In Apalachicola, Florida and along the riverfront. The building is owned by the City of Apalachicola and is located within the historic district on the City Planning and Zoning maps. The building is vacant, but the city is exploring options for renovation or recreation of the structure. The city would like for the building to be utilized a transition space to a municipal dock facility for transient mooring or to be designed to allow a venue for weddings and special events. We believe that this would be consistent with the Management Plan submitted on November 9, 2009. This grant was submitted as the Apalachicola Boat Works, Land Management Plan, Project 08-006-WW1.

1.2 INTENT OF SURVEY

The Hammond Design Group, LLC, (HDG) was contracted to perform an assessment to determine if the building had historic properties and determine renovation/repair sequencing or demolition and rebuilding if the determination was to demolish and rebuild. Bret D. Hammond, AIA, ASLA, Isaac Potter, USGBC, Green Associate, representing the Hammond Design Group, LLC performed an on-site survey of the building on to photo document, survey and measurement of the structure, multiple times 10/08/2023, 2/12/2024, the most recent was 2/21/2024 to review, previously identified discoveries of the building assessment, that required further review.

SECTION 1.0

EXECUTIVE SUMMARY

1.3

DATA ASSIMILATION & SCOPE OF WORK

The intent of this survey was to gather historic data associated with the building, photo document the existing structure and determine the following 5 elements:

- Historical Context
- Structural Assessment
- ADA Compliance
- Mechanical/Plumbing/Electrical Status Assessment (Not Applicable)
- Interior/Exterior Assessment and Documentation of historical fabric

1.4

DATA COLLECTION

The following field survey was conducted by this firm, the Hammond Design Group, LLC, Architects. Photo documentation of the various building conditions was taken documenting existing conditions. Historic research was performed by Laura Lee Corbett, Historic Preservation consultant. The documentation or existing documents was performed through review of supplied documentation submitted by the city, online research and onsite field research was performed on differing dates during the months of November 2023, December 2023 and January 2024 by HDGA and Consultants. Review of a structural report conducted by M.K. Weber performed on 03/31/2021. A structural review performed by the consulting firm of Johnson & Milner, Inc., prepared 1/12/2024. SAM (Surveying And Mapping, LLC) to 3D survey of this building in its existing condition to within 1/16" of an inch in accuracy. Opinions of costs prepared by Hammond Design Group, LLC.

The field equipment utilized for this on-site investigation was:

1. iPhone 11
2. (1) Tape Measure
3. Flashlight
4. Step ladder
5. 3D survey, documenting the building within 1/16" in accuracy
6. 3D laser survey equipment

SECTION 1.0

EXECUTIVE SUMMARY

1.5 IF RENOVATION OCCURS THE FOLLOWING IS A METHODOLOGY AND PRIORITIZATION OF SEQUENCE

Utilizing the documentation in this report we have prioritized in the progression of construction elements we believe should occur for the renovation of this historic structure and prioritized these construction elements as follows:

First Considerations – Stabilization of the Structure

1. All work to be compliant with the Florida Building Code.
2. Major structural demolition and structural shoring prior to the existing building being relocated.
3. Building will need to be relocated off site to allow for a new pile foundation to be installed.
4. Structural Foundation pile installation.
5. Move the existing building back over the new foundation one the new pile foundation is complete and tie to new foundation.
6. Remove structural shoring and build back demolished elements.
7. Major structural repair of structural bearing walls and structural roof.
8. New roof on the complete building requires immediate replacement and will require structural rafters and addition of plywood decking.
9. Window and door replacement.

Secondary Considerations – Post Stabilization of Structure

1. Building interior design and layout of proposed spatial configuration
2. Repair of historic elements within the building to be exposed or highlighted
3. New electrical panels and complete re-wiring of the building to conform to current building code and spatial configuration this would include lighting and electrical service.
4. New mechanical configuration to conform to current building code and new spatial configuration this would include rehabilitation or replacement of existing mechanical systems
5. New plumbing configuration to conform to current building code and new spatial configuration this would include rehabilitation or replacement of existing plumbing systems and ADA Compliance/conformance
6. Provide data services to allow current modern requirement for digital access, i.e., internet capabilities.

SECTION 1.0

EXECUTIVE SUMMARY

1.6 CONCLUSIONS/RECOMMENDATIONS

After careful consideration of the reports, 3D surveys, field inspections, cost considerations and review of data it is clear that the building is in a serious disrepair. The building was in a declining state prior to Hurricane Michael and has further declined since.

1. It is the conclusion of this office that the best approach due to the review of the deteriorated state of the structure, building sequencing and associated costs that the building not be restored. We believe it would be in the City's interest to prepare a workable set of construction documents to rebuild a structure that works to educate users of the historic significance of the building and property and construct a new building within the existing footprint of the structure.
2. Develop design documents for a proposed new structure to be constructed within the existing footprint of the current building.
3. The demolition of the existing structure should only occur after the City has had an opportunity to secure the necessary grant funding to begin a rebuild. This is an important step, as removal of the structure prior to rebuilding could lead to an early aquatic and shoreline vegetation takeover of the area beneath the existing building. If this aquatic take over occurs, it could complicate the permitting required for future construction, thereby creating permitting issues in the future.
4. We recommend the construction of a new open air pavilion with a similar footprint that could be utilized for City events and perhaps provide income generation, as location for weddings and private events. We have included a preliminary concept utilized for costing purposes, on page 8 of this executive summary.
5. Provide educational information at the Popham site or within the newly proposed building that could highlight the importance of the building to the history of the Community, historic district and the working waterfronts area along Water Street.

Our recommendation is to build an open air pavilion that can serve the community for future years. The costs associated with a new structure compliant with current code is roughly 1/2 the cost of restoration. The new structure should celebrate the rich history of the Popham building and the community. We believe that plaques, photos or elements of the existing building could be incorporated into educational exhibits within the pavilion to further educate the public of the rich waterfront history of the City of Apalachicola.

SECTION 1.0

EXECUTIVE SUMMARY

Preliminary concept recreation used for the purposes of costing and comparison to the existing structure.



**APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION July 2, 2024**

SUBJECT: **Drainage Basin Analysis – Phase II - Administrative**

AGENDA INFORMATION:

Agenda Location: **New Business**
Item Number: **3**
Department: **Grants**
Contact: **Sarah Bourque, Grants Coordinator**
Presenter: **Travis Wade**

BRIEF SUMMARY:

The City received a \$300,000 Florida Commerce Rural Infrastructure Grant recently to complete phase II of the City's Drainage Basin Analysis. This grant will complete documenting all stormwater conveyance characteristics, both structural and natural, along with deficiencies of each that have contributed to localized flooding within 18 drainage basin areas totaling 310 acres in the City. This project follows on the heels of phase I completed in 2019 in which engineers documented the most severe nuisance flooding and drainage areas first and put together recommendations for repair that the City now has the funding from DEP to fix.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

Request: Authorize the procurement with Continuing Services contractor Bay Media Services for hourly grant admin @65 per hour for hourly as needed assistance. Funds to be paid entirely out of grant proceeds. Bay Media wrote the grants for both phase I and II Drainage Basin Analysis projects and managed the 2019 Drainage Basin Analysis project.

ATTACHMENTS:

N/A

**APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION July 2, 2024**

SUBJECT: **Drainage Basin Analysis – Phase II**

AGENDA INFORMATION:

Agenda Location: **New Business**
Item Number: **4**
Department: **Grants**
Contact: **Sarah Bourque, Grants Coordinator**
Presenter: **Cindy Clark**

BRIEF SUMMARY:

The City received a \$300,000 Florida Commerce Rural Infrastructure Grant recently to complete phase II of the City's Drainage Basin Analysis. (Grant #D060) This grant will complete documenting all stormwater conveyance characteristics, both structural and natural, along with deficiencies of each that have contributed to localized flooding within 18 drainage basin areas totaling 310 acres in the City. This project follows on the heels of phase I completed in 2019 in which engineers documented the most severe nuisance flooding and drainage areas first and put together recommendations for repair that the City now has the funding from DEP to fix.

Dewberry Engineers prepared the 2019 Drainage Basin Analysis and is most familiar with the project. They are also currently one of the City's Continuing Services Contractors.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

Request: Authorize the procurement with continuing services contractor Dewberry Engineers to prepare a task order for work not to exceed \$250,000 with \$50,000 to be left for change order work and administrative. Dewberry Engineers prepared the 2019 Drainage Basin Analysis and is most familiar with the project.

ATTACHMENTS:

N/A

**APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: July 2, 2024**

SUBJECT: FDOT Traffic Signal Maintenance Agreement

AGENDA INFORMATION:

Agenda Location: New Business
Item Number: 5
Department: Administration
Contact: Travis Wade
Presenter: Travis Wade

BRIEF SUMMARY: The City has an annual maintenance agreement with the Florida Department of Transportation for the maintenance and continual operation of the caution light downtown, the blinking school zone lights and Highway 98 and 12th Street, and the traffic light at Highway 98 and 12th Street. This agreement allows FDOT to pay the City a total of \$5,779 for the upcoming fiscal year to maintain these lights.

RECOMMENDED MOTION AND REQUESTED ACTIONS: - Motion Approve the FDOT annual maintenance agreement. Authorize City Manager Wade and Attorney Hartman to execute the agreement.

FUNDING SOURCE: FDOT

ATTACHMENTS: Maintenance Agreement, Exhibit A to the agreement.

STAFF'S COMMENTS AND RECOMMENDATIONS: Staff recommends approval.

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CONTRACT NO. ASZ27
FINANCIAL PROJECT NO. 43674018802
F.E.I.D. NO. F596000264018

THIS TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT ("Agreement"), is entered into this _____ day of _____, _____ between the Florida Department of Transportation, an agency of the State of Florida, herein called the "Department", and City of Apalachicola, Florida, _____ ("Maintaining Agency").

WITNESSETH:

- A. The Department is authorized under Section 335.055, Florida Statutes, to enter into this Agreement.
- B. The Maintaining Agency is authorized under _____ to enter into this Agreement and has authorized its undersigned representative to enter into and execute this Agreement on behalf of the Maintaining Agency.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement, the sufficiency of which is acknowledged, the parties mutually agree and covenant as follows:

1. The Maintaining Agency shall be responsible for the "Project," defined as the maintenance and continuous operation of the following, located on the State Highway System:
 - a. Traffic signals ("TS")
 - b. Interconnected and monitored traffic signals ("IMTS") - defined as signals that are interconnected with telecommunications and are monitored at a central location
 - c. Traffic signal systems - defined as central computer; traffic monitoring cameras ("TrMC"; must fulfill District purpose and need and be accessible from Department's Video Aggregation System); arterial dynamic message signs ("ADMS"); communications devices; interconnect / network; vehicle, bicycle & pedestrian detection devices [including passive pedestrian detection ("PPD") and accessible pedestrian detection]; traffic signal hardware and software; preemption devices; probe data detection system ("PDDS"); and uninterruptible power supplies ("UPS")
 - d. Control devices - defined as intersection control beacons ("ICB"), traffic warning beacons ("TWB"; including LED highlighted signs), illuminated street name signs ("ISNS"), and pedestrian flashing beacons ("PFB"; i.e., school zone flashing beacons, pedestrian crossing beacons, and Rectangular Rapid Flashing Beacons)
 - e. Emergency/fire department signals ("FDS")
 - f. Speed activated warning displays ("SAWD"); including curve warning feedback signs),
 - g. Blank out signs ("BOS", including Lane Control Signs)
 - h. Pedestrian hybrid beacons ("PHB")
 - i. Connected Automated Vehicle Devices ("CAVD"; i.e., roadside units and roadside equipment), and
 - j. In-roadway warning lights ("IRWL") system (specific to mid-block crossing and unsignalized intersection applications, as defined in the FDOT Traffic Engineering Manual)

All traffic signals and control devices mentioned in the above paragraph 1.a-j are referred to in this Agreement as "Traffic Signals and Devices". The Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with operations of such Traffic Signals and Devices upon final acceptance by the Department of the installation of each signal or device

2. The Department agrees to pay the Maintaining Agency an annual compensation amount based on the Department's fiscal year. The compensation amount consists of the cost of the maintenance and continuous operation of the Traffic Signals and Devices as identified in Exhibit A, which is attached and incorporated into this Agreement. Compensation will also be made for costs incurred for the repair and/or replacement of damaged Traffic Signals and Devices as identified in Exhibit C, attached and incorporated into this Agreement. Payments by the Department will be made in accordance with Exhibit B. In the case of construction contracts, the Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the Traffic Signals and Devices and shall undertake the maintenance and continuous operation of these Traffic Signals and Devices upon final acceptance of the installation by the Department. Prior to any final acceptance of the installation by the Department, the Maintaining Agency will have the opportunity to inspect and request modifications or corrections to the installation(s) and the Department agrees to undertake those modifications or corrections prior to final acceptance so long as the modifications or corrections comply with the Agreement, signal plans, and specifications previously approved by both the Department and Maintaining Agency. Repair or replacement and other responsibilities of the installation contractor and the Department, during construction, are contained in the Department's Standard Specifications for Road and Bridge Construction.
3. If Traffic Signals and Devices are damaged and the Maintaining Agency or its contractors did not cause the damages, then the Department shall reimburse the Maintaining Agency for the actual costs incurred by the Maintaining Agency for repairs and/or replacement of Traffic Signals and Devices, once the following occurs:

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- a. The Department has approved a properly completed invoice for reimbursement that was provided to the Department outlining the details of the requested reimbursements; and
- b. Evidence of the costs incurred were included as an attachment to the invoice.

Exhibit C sets forth additional conditions that apply when the Maintaining Agency seeks to obtain reimbursement for costs incurred for repair and/or replacement and associated contract documentation of damaged Traffic Signals and Devices. Exhibit C also serves as a form invoice that can be used by the Maintaining Agency. The Maintaining Agency shall obtain written approval from the Department regarding the appropriate method of repair and/or replacement of damaged Traffic Signals and Devices prior to performing the emergency and/or permanent repair and/or replacement work. If there is an immediate risk to public safety due to damaged Traffic Signals and Devices and the Maintaining Agency is unable to immediately obtain the Department's written approval regarding the method of repair and/or replacement, then the Maintaining Agency shall immediately repair and/or replace the Traffic Signals and Devices. The Maintaining Agency shall notify the Department within thirty (30) calendar days of becoming aware of any damage to Traffic Signals and Devices caused by third parties or Force Majeure event. The Department shall be responsible for pursuing reimbursement from individuals and/or the third parties who cause damages and are liable for replacement and/or repair costs to Traffic Signals and Devices. If the Maintaining Agency or its contractors causes damages to the Traffic Signals and Devices, then the Maintaining Agency shall repair and/or replace the Traffic Signals and Devices, and the Maintaining Agency shall be fully responsible for the cost of repair and/or replacement to the extent the damages were caused by the Maintaining Agency. Governor declared emergencies (i.e., hurricanes) are handled outside the framework of this Agreement through a combination of Federal and State Emergency Management mechanisms. An emergency contract may be used after a Governor's declaration of emergency has been signed to cover for reimbursement for storm recovery efforts.

4. The Maintaining Agency shall maintain and operate the Traffic Signals and Devices in a manner that will ensure safe and efficient movement of highway traffic and that is consistent with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the Manual on Uniform Traffic Control Devices (MUTCD), as amended.
5. The Maintaining Agency's maintenance responsibilities include, but are not limited to, locates, preventive maintenance (periodic inspection, service, and routine repairs), restoration of services, and emergency maintenance (troubleshooting in the event of equipment malfunction, failure, or damage). Restoration of services may include temporary poles and/or signals, stop signs or other methods to maintain traffic. The Maintaining Agency shall record its maintenance activities in a traffic signal maintenance log, as they occur, and include this as part of the annual report, highlighting the time it took to restore the normal service and number of times such events occurred.
6. Neither the Maintaining Agency nor the Department shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by a Force Majeure Event and provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimated duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible. These events shall be documented with detailed damage inspection report forms completed and submitted to the Department within twelve (12) weeks of the end of the Force Majeure event.

A "Force Majeure Event" means the occurrence of:

- (a) an act of war, hostilities, invasion, act of foreign enemies, riot, terrorism or civil disorder;
- (b) act of God (such as, but not limited to, fires, explosions, earthquakes, drought, hurricanes, storms, lightning, tornados, tidal waves, floods, extreme weather or environmental conditions, and other natural calamities);
- (c) or another event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence.

7. The Department intends to conduct a structural inspection of the mast arm structures every sixty (60) months. The inspection report will serve as ninety (90) days notification to the Maintaining Agency that deficiencies exist that require preventive maintenance. Preventive maintenance of the mast arm structures includes, but is not limited to, spot painting, cleaning, all wiring repair and replacement, graffiti removal, all signal related issues (including lighting, signs and connections), tightening of nuts, replacing missing or deficient bolts, replacement of missing cap covers or equivalent, replacement of missing or deficient access hole cover plates, repairing improper grounding, and repainting any painted mast arms installed after April 30, 2015. If the preventive maintenance is not carried out after the expiration of the 90-day notice given to the Maintaining Agency, the Department shall withhold 8.33% up to a maximum of 25% of the total annual compensation amount under this Agreement for the affected signal locations each month.
8. Any and all work performed by the Maintaining Agency must conform to the current Department Standard Specifications for Road and Bridge Construction as applicable. Mast arms that the Department determines to be at the end of their useful life cycle will be replaced by the Department so long as documented preventive maintenance was satisfactorily performed by the Maintaining Agency. In the case of a total paint failure, as determined by the Department, on a mast arm installed prior to April 30, 2015, the Department may repaint or replace with a galvanized mast arm. The aforementioned requirement does not apply to any mast arm that was installed under a separate mast arm paint finish agreement; in such case, the terms of that agreement shall govern.

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9. The Maintaining Agency may remove any component of the installed equipment for repair or testing; however, it shall only make permanent modifications or equipment replacements and only if the equipment provided is capable of performing at minimum the same functions as the equipment being replaced. The Department shall not make any modifications or equipment replacements without prior written notice to and consultation with the Maintaining Agency.
10. The Maintaining Agency shall implement and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications, special provisions, Department re-timing projects, and the Department's Traffic Engineering Manual. The Maintaining Agency shall obtain prior written approval from the Department for any modification in phasing of signals and flash times (where applicable). Signal Systems timings (cycle length, split, offsets) are considered operational changes and may be changed by the Maintaining Agency to accommodate changing needs of traffic. The Maintaining Agency may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer registered in the State of Florida. The Maintaining Agency shall make available a copy of the timings to the Department upon request. The Department reserves the right to examine equipment, timing and phasing at any time and, after consultation with the Maintaining Agency, may specify modifications. If the Department specifies modification in timing or phasing, implementation of such modifications will be coordinated with, or made by, the Maintaining Agency. All signal timing and phasing records shall be retained by the Maintaining Agency for at least three (3) years, and will be made available to the Department upon request.
11. The Maintaining Agency shall note in the maintenance log any changes in timings and phasings, and keep a copy of the timings and phasings, and any approval documentation in a file. A copy of the log shall be provided to the Department upon request. Maintaining Agencies may provide this information electronically.
12. The Maintaining Agency and the Department shall update Exhibit A on an annual basis through an amendment of this Agreement. The Maintaining Agency designates _____ as its authorized representative(s), who is delegated the authority to execute all amendments to Exhibit A of this Agreement on behalf of the Maintaining Agency. Exhibit A will contain all Traffic Signals and Devices on the State Highway System which are within the jurisdiction of the Maintaining Agency and are operated and maintained by the Maintaining Agency. No changes or modifications may be made to Exhibit A during the Department's fiscal year for compensation. New Traffic Signals and Devices added by the Department during its fiscal year must be maintained and operated by the Maintaining Agency upon the Department's final acceptance. The Maintaining Agency and the Department shall amend Exhibit A preceding the Department's new fiscal year, which will include all new Traffic Signals and Devices added to the State Highway System during the Department's current fiscal year and delete those removed during the same period. The Maintaining Agency will begin receiving compensation for new Traffic Signals and Devices that were added to Exhibit A by amendment of this Agreement in the Department's fiscal year occurring after the Traffic Signals and Devices are installed and final acceptance of such installation is given by the Department. In the event that no change has been made to the current year's Exhibit A, a certification from the Maintaining Agency shall be provided to the Department certifying that no change has been made to Exhibit A in the Department's current fiscal year. The annual compensation will be a lump sum payment (*minus any retainage or forfeiture*) as set forth in Exhibit B. Future payments will be based on the information provided in Exhibit A, in accordance with the provisions as set forth in Exhibit B, attached to and incorporated in this Agreement.
13. Payment will be made in accordance with Section 215.422, Florida Statutes.
14. There shall be no reimbursement for travel expenses under this Agreement.
15. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
16. The Maintaining Agency should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than twenty (20) working days. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
17. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Maintaining Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Maintaining Agency requests payment. Invoices returned to a Maintaining Agency because of Maintaining Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
18. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors or vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
19. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Maintaining

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Agency's general accounting records and the Project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

20. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Maintaining Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
21. The Maintaining Agency must submit the final invoice on the Project to the Department within 120 days after termination of the Agreement. Invoices submitted after the 120-day time period may not be paid.
22. In the event this contract is for services in excess of \$25,000.00 and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), F.S., are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year."
23. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit B for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Maintaining Agency, in writing, when funds are available.
24. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.
25. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
26. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Maintaining Agency.
27. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
28. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch or a state agency.
29. The Maintaining Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
30. The Maintaining Agency may be subject to inspections of Traffic Signals and Devices by the Department. Such findings will be shared with the Maintaining Agency and will be the basis of all decisions regarding payment reduction, reworking, Agreement termination, or renewal. If at any time the Maintaining Agency has not performed the maintenance responsibility on the locations specified in the Exhibit A, the Department has the option of (a) notifying the Maintaining Agency of the deficiency with a

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TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

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requirement that it be corrected within a specified time, otherwise the Department shall deduct payment, suspend funds, or terminate funds for any deficient maintenance of Traffic Signals and Devices that has not been corrected at the end of such time, or (b) take whatever action is deemed appropriate by the Department. Any deduction in payment, suspension of funds, or termination of funds does not relieve any obligation of the Maintaining Agency under the terms and conditions of this Agreement.

31. The Department shall monitor the performance of the Maintaining Agency in the fulfillment of its responsibilities under the Agreement. The Maintaining Agency shall submit an annual Report prior to July 15 of each year detailing the following:
 - a. All detection device malfunctions: Detection devices include, without limitation, all vehicle presence detectors and all pedestrian/bicycle detectors. Traffic devices supported by detection devices ("TDSDD") include, without limitation, traffic signals, PHBs, and warning devices. Repairs to all vehicle presence detectors shall be made within ninety (90) days with a goal of thirty (30) days if feasible. Repairs to all pedestrian/bicycle detectors shall be made within seventy-two (72) hours of discovery. If repair to vehicle presence detection device progresses beyond thirty (30) days, by the 31st day, the Maintaining Agency shall have a plan available to reestablish detection prior to day 30. The Maintaining Agency shall ensure that 90% of all TDSDD are operating without detection failures. Discovery and repair dates for each malfunctioning detection device shall be logged in the annual report. If the repairs cannot be performed within the stipulated times, the Maintaining Agency shall document the reason(s) why in the annual report. If more than 10% of the TDSDD are experiencing detection failure(s) by the end of the stipulated times, unless a longer period is approved by the Department due to extraordinary circumstances, each of these TDSDD may only be compensated at 90% of the unit compensation rate stated in Exhibit B for each day (i.e., the annual unit compensation rate is reduced by 1/3650 daily) that more than 10% of the TDSDD are experiencing detection failure(s).
 - b. Traffic signal and pedestrian hybrid beacon ("PHB") preventive maintenance inspections: Traffic signals and PHBs shall receive a comprehensive preventive maintenance inspection on at least 50% of all traffic signals and PHBs annually, alternating the remaining 50% the following year. Preventive maintenance inspection shall include verification that all detection is working, the traffic signal or PHB is cycling properly, the ventilation system is functioning, and filters are clean. Basic traffic cabinet maintenance shall also verify power feed voltages, verify that the vehicle and pedestrian indications are functioning properly, test the effective functioning of pedestrian push buttons, and check hinges and door locks. At least one (1) conflict monitor test shall be performed on 50% of traffic signals and PHBs annually, alternating the remaining 50% the following year. Each test is to be documented and included in the annual report to the Department. The inspection report shall note the location, date of inspection, and any actions taken. If 50% of the traffic signals and PHBs do not receive at least one (1) comprehensive preventive maintenance inspection during a twelve (12) month period, there shall be a 20% retainage of the annual compensation amount for the affected traffic signal and PHB locations until the preventive maintenance inspection is made. If the requirements of this paragraph 31.b are not performed within the state's next fiscal year, the 20% retainage of the annual compensation amount for the affected traffic signal and PHB locations will be forfeited.
 - c. For any traffic signals that are interconnected with telecommunications and their real-time operation is electronically monitored via software by personnel at a central location and are therefore receiving the higher compensation amount as described in Exhibit B, the name(s) and title(s) of those monitoring those intersections, and the location of the central monitoring facility(ies), are to be documented and contained in the annual report submitted to the Department. The Maintaining Agency shall be responsible for maintaining current licenses and support agreements for all computer applications necessary for IMTS including, but not limited to, central computer systems, TrMC applications, detection software, and data collection programs, unless other arrangements are made between the Department and the Maintaining Agency for specific applications or systems.
32. The Maintaining Agency may enter into agreements with other parties pertaining to Traffic Signals and Devices including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of Traffic Signals and Devices on the State Highway System, provided that such Agreements are consistent with the mutual covenants contained in this Agreement. The Maintaining Agency shall furnish a copy of such agreements to the Department.
33. This Agreement may not be assigned or transferred by the Maintaining Agency in whole or in part without prior written consent of the Department.
34. The Maintaining Agency shall allow public access to all documents, papers, letters, or other material subject to provisions of Chapter 119, Florida Statutes, and made or received by the Maintaining Agency in conjunction with this Agreement. Failure by the Maintaining Agency to grant such public access will be grounds for immediate unilateral cancellation of this Agreement.
35. At no additional cost to the Department, the Maintaining Agency shall provide the Department with, at minimum, read-only access to all traffic signal data available from the firmware of the traffic signal controllers and other devices covered under this Agreement. The Maintaining Agency shall include the Department as a party to all traffic signal firmware/software related agreements that the Maintaining Agency enters into with other parties.
36. This Agreement is governed by and construed in accordance with the laws of the State of Florida. The invalidity or unenforceability of any portion of this Agreement does not affect the remaining provisions and portions hereof. Any failure to

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enforce or election on the part of the Department to not enforce any provision of this Agreement does not constitute a waiver of any rights of the Department to enforce its remedies hereunder or at law or in equity.

37. In no event shall the making by the Department of any payment to the Maintaining Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Maintaining Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
38. The term of this Agreement is twenty (20) years from the date of execution of the Agreement; provided that either party may cancel this Agreement prior to the expiration of the term of this Agreement. A minimum notice period of two (2) years plus the remaining months of the Department's fiscal year shall be provided to the other party in writing. Should the Maintaining Agency provide its written notice of cancellation to the Department, the notice shall be endorsed by the elected body (County Commission, City Council, or local agency governing body) under which the Agency operates.
39. Any Project funds made available by the Department which are determined by the Department to have been expended in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Maintaining Agency files shall not constitute a waiver of the Department's rights and Department has the right to verify all information at a later date by audit or investigation. Within thirty (30) days of the termination of this Agreement, the Maintaining Agency shall refund to the Department any balance of unobligated funds which were advanced or paid to the Maintaining Agency. In the event the Maintaining Agency fails to perform or honor the requirements and provisions this Agreement, the Maintaining Agency shall return funds in accordance with this paragraph within thirty (30) days of termination of the Agreement.
40. Upon execution, this Agreement cancels and supersedes any and all prior Traffic Signal Maintenance Agreement(s) between the parties, except any specific separate Agreements covering painted mast arm maintenance or any other aspect related to the painting of mast arms.
41. The Department reserves the right to remove select critical corridors or critical intersections from the Maintaining Agency's obligation under this Agreement. The remaining intersections and corridors would continue to be covered under this Agreement. The Department will provide a minimum of one year notice prior to take-over of maintenance of critical corridors or critical intersections.
42. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
43. The Department agrees that the Maintaining Agency must comply with State law regarding appropriations and budgets. This Agreement shall not be interpreted to conflict with State law applicable to the Maintaining Agency.
44. The Maintaining Agency shall:
 - a. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Maintaining Agency during the term of the Agreement; and
 - b. expressly require any contractors and subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.
45. Unless authorized by law and agreed to in writing by the Department, the Department will not be liable to pay attorney fees, interest, or cost of collection.
46. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
47. Exhibits A, B, and C are attached and incorporated into this Agreement.
48. This Agreement contains all the terms and conditions agreed upon by the parties.

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TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

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IN WITNESS WHEREOF, the parties have caused these presents to be executed, the day and year first above written.

City of Apalachicola _____, Florida
(Maintaining Agency)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By _____
(Authorized Signature)

By _____
(Authorized Signature)

Print/Type Name: _____

Print/Type Name: _____

Title: _____

Title: _____

Legal Review: _____

Attorney: _____ Date: _____

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

EXHIBIT A
Reimbursement for Maintenance and Operation FY _____

| Intersection Location | Traffic Signals (TS) | Traffic Signal Interconnected & monitored (IMTS) | Intersection Control Beacon (ICB) | Pedestrian Flashing Beacon (PFB) | Emergency Fire Dept. Signal (FDS) | Speed Activated Warning Display (SAWD) | Illuminated Street Name Signs (ISNS) | Blank Out Sign (BOS) | Traffic Warning Beacon (TWB) | Probe Data Detection System (PDDS) | Uninterruptible Power Supplies (UPS) | Connected Automated Vehicle Devices (CAVD) | Pedestrian Hybrid Beacon (PHB) | Arterial Dynamic Message Sign (ADMS) | Passive Pedestrian Detection (PPD) | Traffic Monitoring Camera (TrMC) | In-Roadway Warning Lights (IRWL) | Compensation Amount (using Unit Rates from Exhibit B) |
|-------------------------------|----------------------|--|-----------------------------------|----------------------------------|-----------------------------------|--|--------------------------------------|----------------------|------------------------------|------------------------------------|--------------------------------------|--|--------------------------------|--------------------------------------|------------------------------------|----------------------------------|----------------------------------|---|
| | | | | | | | | | | | | | | | | | | |
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| | | | | | | | | | | | | | | | | | | |
| Total Lump Sum Amount* | | | | | | | | | | | | | | | | | | |

*Amount paid shall be the Total Lump Sum (minus any retainage or forfeiture).

I certify that the above Traffic Signals and Devices will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement. For satisfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum (minus any retainage or forfeiture) of \$ _____.

Maintaining Agency _____ Date _____ District Traffic Operations Engineer _____ Date _____

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

**EXHIBIT B
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**

1.0 PURPOSE

This exhibit defines the method and limits of compensation to be made to the Maintaining Agency for the services described in this Agreement and in Exhibit A and method by which payments will be made.

2.0 COMPENSATION FOR MAINTENANCE AND OPERATION

For the satisfactory completion of all services related to maintenance and operation detailed in this Agreement and Exhibit A of this Agreement, the Department will pay the Maintaining Agency the Total Lump Sum (*minus any retainage or forfeiture*) in Exhibit A. The Maintaining Agency will receive one lump sum payment (*minus any retainage or forfeiture*) at the end of each fiscal year for satisfactory completion of service.

Total Lump Sum (*minus any retainage or forfeiture*) Amount for each fiscal year is calculated by adding all the individual Traffic Signal and Device unit amounts.
Pedestrian Flashing Beacon: includes school zone beacons, pedestrian crossing beacons, and rectangular rapid flashing beacons (RRFB). Systems shall be paid at a unit rate per controller regardless of the number of individual devices or poles.

Connected and Automated Vehicles Devices (CAVD): include roadside units and roadside equipment.

| Unit Compensation Rates per Unit on the State Highway System | | | | | | | | | | | | | | | | | |
|--|--|---|--|---|--|---|---|-----------------------------|-------------------------------------|---|---|---|---------------------------------------|---|---|---|---|
| FY | Traffic Signals (TS) Intersection | Traffic Signal - Interconnected & monitored (IMTS) Intersection | Intersection Beacon (ICB) Intersection | Pedestrian Flashing Beacon (PFB) System | Emergency Fire Dept. Signal (FDS) System | Speed Activated Warning Display (SAWD) System | Illuminated Street Name Signs (ISNS) Intersection | Blank Out Sign (BOS) Device | Traffic Warning Beacon (TWB) System | Probe Data Detection System (PDDS) Device | Uninterruptible Power Supply (UPS) Device | Connected Automated Vehicle Devices (CAVD) Device | Pedestrian Hybrid Beacon (PHB) System | Arterial Dynamic Message Sign (ADMS) Device | Passive Pedestrian Detection (PPD) System | Traffic Monitoring Camera (TRMC) Device | In-Roadway Warning Lights (IRWL) System |
| 2021 | \$ 3,573 | \$ 5,134 | \$ 896 | \$ 717 | \$ 1,252 | \$ 360 | | \$ 360 | \$ 360 | \$ 115 | \$ 115 | \$ 514 | | | | | |
| 22- | \$3,670 | \$5,273 | \$921 | \$737 | \$1,286 | \$370 | | \$370 | \$370 | \$119 | \$119 | \$527 | | | | | |
| 23- | | | | | | | | | | | | | | | | | |
| 24 | \$ 3,910 | \$ 5,558 | \$ 947 | \$ 758 | \$ 1,323 | \$ 381 | \$ 391 | \$ 419 | \$ 381 | \$ 123 | \$ 123 | \$ 542 | \$ 2,645 | \$ 2,027 | \$ 1,644 | \$ 688 | \$ 658 |
| 2024 | Based on the Consumer Price Index (CPI), the compensation amounts will be revised. | | | | | | | | | | | | | | | | |
| -25 | Based on the CPI, the compensation amounts will be revised. | | | | | | | | | | | | | | | | |
| 2025 | Based on the CPI, the compensation amounts will be revised. | | | | | | | | | | | | | | | | |
| -26 | Based on the CPI, the compensation amounts will be revised. | | | | | | | | | | | | | | | | |

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

Based on the Consumer Price Index (CPI), the Unit Rate for the following fiscal year will be adjusted accordingly, unless otherwise specified in an amendment to this Agreement. However, if CPI is negative, there shall be no reduction from the previous year's compensation.

3.0 COMPENSATION FOR REPAIR AND/OR REPLACEMENT OF DAMAGED TRAFFIC SIGNALS AND DEVICES

For the satisfactory completion of all services related to repair and/or replacement of damaged Traffic Signals and Devices detailed in this Agreement, the Department will pay the Maintaining Agency a Lump Sum amount of the actual costs incurred for the replacement and/or repair of the damaged Traffic Signals and Devices as set forth in the invoice submitted to the Department. The invoice for the costs incurred for the replacement and/or repair of damaged Traffic Signals and Devices shall contain the information required in Exhibit C and any other additional information requested by the Department to justify the costs incurred. The reimbursement amount is subject to approval by the Department.

4.0 PAYMENT PROCESSING

For regular maintenance costs, the Maintaining Agency shall invoice the Department in a format acceptable to the District Traffic Operations Engineer, on an annual basis for the reimbursement costs incurred by the Maintaining Agency for the previous year prior to 5:00 p.m. on July 15th of each year. For example, the Maintaining Agency shall submit its invoice for the fiscal year beginning July 1, 2022 through June 30, 2023 no later than July 15, 2023.

For costs incurred for repair and/or replacement of damaged Traffic Signals and Devices, applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The Maintaining Agency shall submit invoices for repair and/or replacement costs due to damaged Traffic Signals and Devices within 60 days of the work completed date for which the Maintaining Agency is invoicing.

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TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

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EXHIBIT C
Reimbursement for Replacement and/or Repair of
Damaged Traffic Signals and Devices

Subject to the terms and conditions of the Agreement, the Department will reimburse the Maintaining Agency a Lump Sum amount for costs incurred for the replacement and/or repair and associated contract documentation of Traffic Signals and Devices damaged as a result of third parties or as a result of other causes that were not caused by the Maintaining Agency or its contractors. Agreement paragraph 3 provides administrative procedures on how third party and Force Majeure events are handled for reimbursement. Force Majeure events shall be documented with detailed damage inspection report forms within twelve (12) weeks following the end of the Force Majeure event. Costs related to Governor declared emergencies are not reimbursable under this agreement.

The Department follows the Traffic Signal Maintenance and Compensation Agreement Manual (Topic No. 750-010-022) for submitting damage claims. In submitting this Exhibit C to the Department, the Maintaining Agency is required to adhere to Chapter 2 of the Traffic Signal Maintenance and Compensation Agreement Manual, dated March 31, 2023, available at: [Traffic Signal Maintenance and Compensation Agreement Manual](#).

The Maintaining Agency is not required to provide a police report in situations where damage is caused to Traffic Signals and Devices by a Force Majeure Event or as a result of other causes beyond the control of the Maintaining Agency that do not necessarily prevent performance, which includes but is not limited to: storms, winds, lightning, flooding and other natural and weather related causes. The Maintaining Agency must provide a police report in all situations where a traffic accident, theft, or vandalism causes damage to Traffic Signals and Devices to the extent the Maintaining Agency has the ability and opportunity to obtain a police report.

Applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The following information shall be provided by the Maintaining Agency to be eligible for the reimbursement payment:

| | |
|---|-----------|
| Date and Time of Accident/Incident: | |
| Location of Accident/Incident: | |
| Provide Police Report (if applicable) and the Following Information: | |
| <ol style="list-style-type: none"> 1. Attach pictures of damaged traffic signals and devices, as well as completed work. 2. Attach invoices or receipt of equipment purchased to replace damaged components. 3. Attach detailed documentation of labor costs associated with replacing and/or repairing damaged components, including dates of performance and completion of the work. | |
| Contract No.: _____ | |
| Project No.: _____ | |
| Total Lump Sum Reimbursement Amount | \$ |

The Maintaining Agency hereby certifies that it has replaced and repaired all the Traffic Signals and Devices at the location or signalized intersection referenced above. Henceforth, this document is the Maintaining Agency's request for reimbursement to the Department for the services of restoring the Traffic Signals and Devices to their original operating condition.

The Parties agree to the Total Lump Sum Reimbursement Amount set forth above.

 Maintaining Agency Date

 District Traffic Operations Engineer Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

EXHIBIT A
Reimbursement for Maintenance and Operation FY 2025

| Intersection Location | Traffic Signals (TS) | Traffic Signal - Interconnected & monitored (IMTS) | Intersection Control Beacon (ICB) | Pedestrian Flashing Beacon (PFB) | Emergency Fire Dept. Signal (FDS) | Speed Activated Warning Display (SAWD) | Illuminated Street Name Signs (ISNS) | Blank Out Sign (BOS) | Traffic Warning Beacon (TWB) | Probe Data Detection System (PDDS) | Uninterruptible Power Supplies (UPS) | Connected Automated Vehicle Devices (CAVD) | Pedestrian Hybrid Beacon (PHB) | Arterial Dynamic Message Sign (ADMS) | Passive Pedestrian Detection (PPD) | Traffic Monitoring Camera (TMC) | In-Roadway Warning Lights (IRWL) | Compensation Unit Rates from Exhibit B) |
|------------------------------------|----------------------|--|-----------------------------------|----------------------------------|-----------------------------------|--|--------------------------------------|----------------------|------------------------------|------------------------------------|--------------------------------------|--|--------------------------------|--------------------------------------|------------------------------------|---------------------------------|----------------------------------|---|
| SR 30 (US 98) at CR 384 (12th St.) | \$4,024.00 | | | | | | | | | | | | | | | | | \$4,024.00 |
| SR 30 (US 98) at Market St. FB | | | \$975.00 | | | | | | | | | | | | | | | \$975.00 |
| SR 30 (US 98) at CR 384 (12th St.) | | | | \$780.00 | | | | | | | | | | | | | | \$780.00 |
| Total Lump Sum Amount* | | | | | | | | | | | | | | | | | \$5,779.00 | |

*Amount paid shall be the Total Lump Sum (minus any retainage or forfeiture).

I certify that the above Traffic Signals and Devices will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement. For satisfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum (minus any retainage or forfeiture) of \$ \$5,779.00.

Maintaining Agency _____ Date _____
 District Traffic Operations Engineer _____ Date _____

**APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: July 2, 2024**

SUBJECT: Lafayette Park Landscaping Plan

AGENDA INFORMATION:

Agenda Location: Unfinished Business
Item Number: 1
Department: Parks & Recreation Committee
Presenter: Travis Wade

BRIEF SUMMARY: At the September 5, 2023, City Commission meeting, the Commission approved a landscaping plan presented by the Tree Committee for Lafayette Park. The Parks & Recreation Committee and City Manager Wade are requesting the City approve changes to the original plan, namely 1) add ADA parking area on Avenue B along the east edge of the park, 2) leave existing walkway on the east side of the park and finish removing the walkway along the east edge of the park, where granite coping was installed, 3) shift the path of the proposed new walkway to align with the entrance on the west side of the park and 4) extend the walkway along the walkway designated as "Main Street" on the south side of the park, and 5) complete the parking area on the west side of the park.

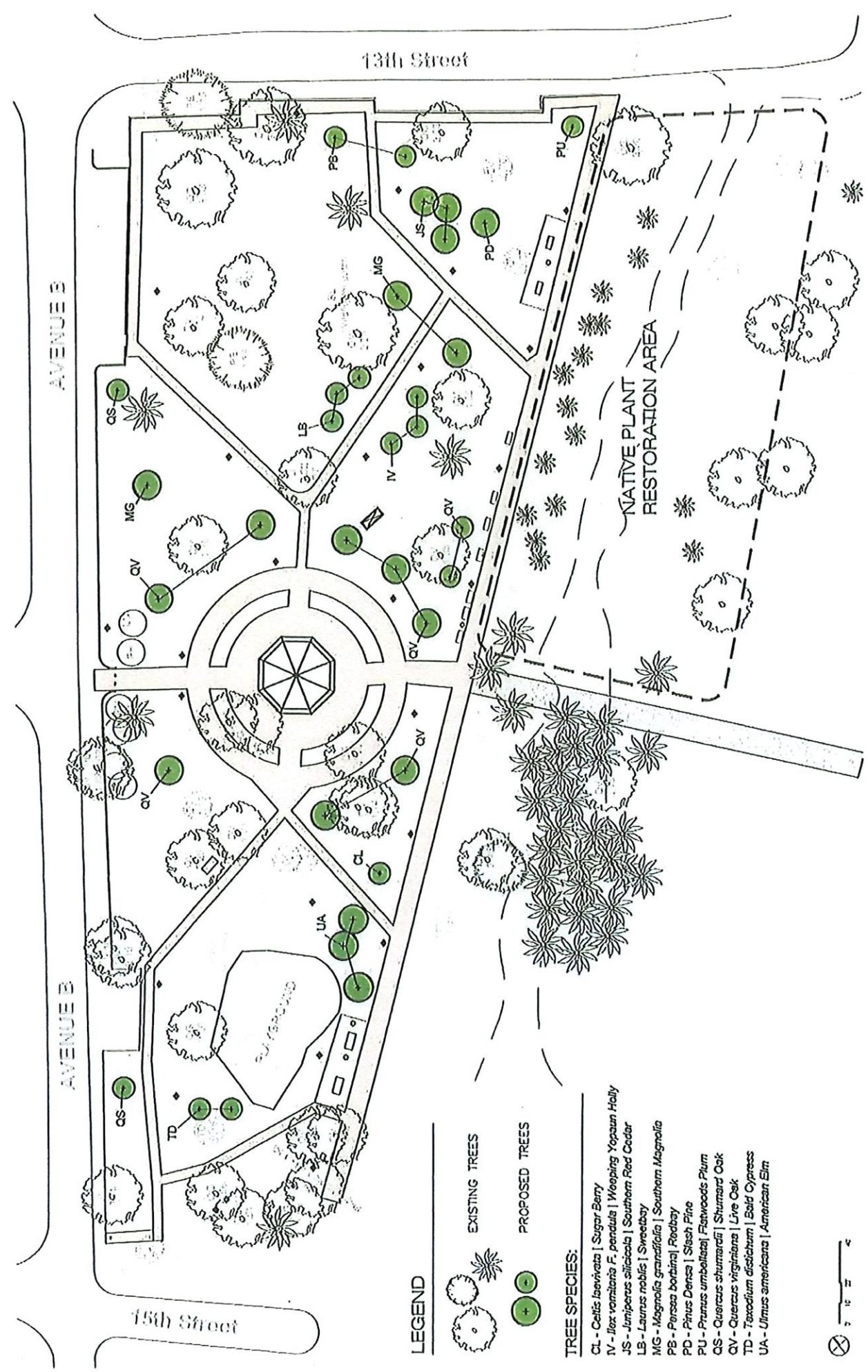
RECOMMENDED MOTION AND REQUESTED ACTIONS: Approve amended landscape plan for Lafayette Park.

FUNDING SOURCE: N/A

ATTACHMENTS:

1. Original landscaping plan approved at the September 5, 2023, meeting.
2. Proposed amendment to landscaping plan.

STAFF'S COMMENTS AND RECOMMENDATIONS: Staff recommends approval of amended plan.



AVENUE B

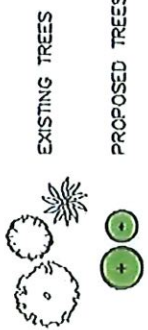
AVENUE B

13th Street

15th Street

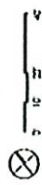
NATIVE PLANT RESTORATION AREA

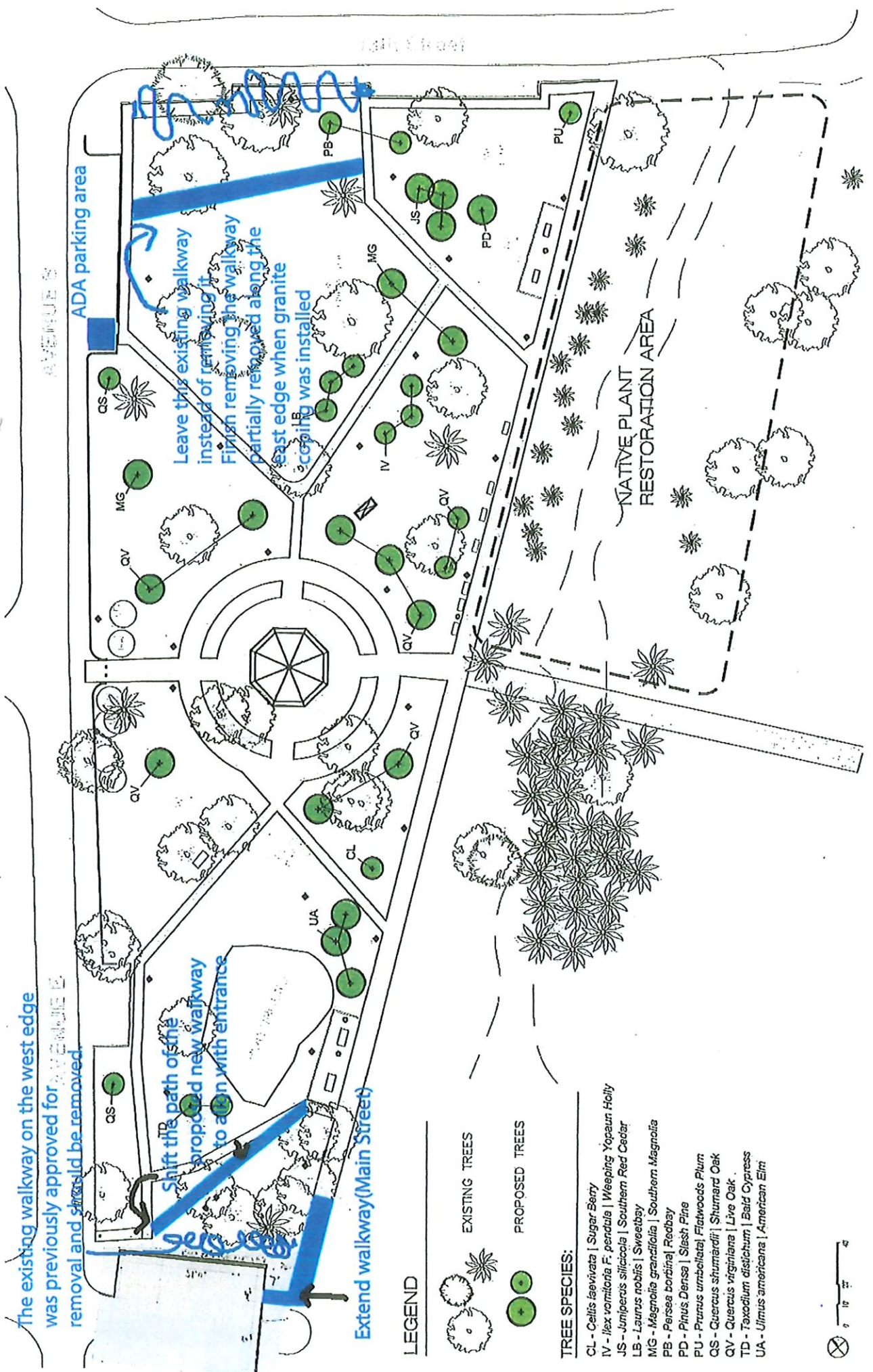
LEGEND



TREE SPECIES:

- CL - *Celtis laevigata* | Sugar Berry
- IV - *Ilex vomitoria* F. pendula | Weeping Yopauu Holly
- JS - *Juniperus silicea* | Southern Red Cedar
- LB - *Laurus nobilis* | Sweetbay
- MG - *Magnolia grandifolia* | Southern Magnolia
- PB - *Persea borlindae* | Redbay
- PD - *Pinus densa* | Slash Pine
- PU - *Prunus umbellata* | Flatwoods Plum
- QV - *Quercus shumardii* | Shumard Oak
- QV - *Quercus virginiana* | Live Oak
- TD - *Taxodium distichum* | Bald Cypress
- UA - *Ulmus americana* | American Elm





The existing walkway on the west edge was previously approved for removal and should be removed.

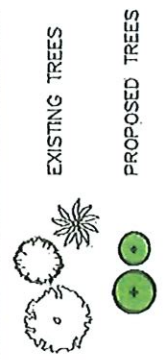
Shift the path of the proposed new walkway to align with entrance

Leave this existing walkway instead of removing it. Finish removing the walkway partially removed along the east edge when granite coping was installed

NATIVE PLANT RESTORATION AREA

Extend walkway (Main Street)

LEGEND



TREE SPECIES:

- CL - *Celtis laevivata* | Sugar Berry
- IV - *Ilex vomitoria* F. pendula | Weeping Yopoun Holly
- JS - *Juniperus silicicola* | Southern Red Cedar
- LB - *Laurus nobilis* | Sweetbay
- MG - *Magnolia grandifolia* | Southern Magnolia
- PB - *Persea borbonia* | Redbay
- PD - *Pinus Dense* | Slash Pine
- PU - *Prunus umbellata*, *Flatwoods Plum*
- QS - *Quercus shumardii* | Shumard Oak
- QV - *Quercus virginiana* | Live Oak
- TD - *Taxodium distichum* | Bald Cypress
- UA - *Ulmus americana* | American Elm



**APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: July 2, 2024**

SUBJECT: Rules of Procedure

AGENDA INFORMATION:

Agenda Location: Unfinished Business
Item Number: 2
Department: Administration
Contact: Travis Wade
Presenter: Travis Wade

BRIEF SUMMARY: Direction given during the workshop on the Rules of Procedure have been incorporated into the attached draft document. Old language has been deleted by strike-through and new language is in red text. Upon approval a final draft will remove the strike-through language and the red text will be the new language.

RECOMMENDED MOTION AND REQUESTED ACTIONS: - Motion Approve

FUNDING SOURCE: N/A

ATTACHMENTS: Draft Rules of Procedure

STAFF'S COMMENTS AND RECOMMENDATIONS:

**RULES OF PROCEDURE
FOR THE CITY COMMISSION
OF THE CITY OF APALACHICOLA**

EFFECTIVE JUNE 4, 2019

The City of Apalachicola Charter allows the City Council to adopt procedural guidelines for City Council meetings to the extent they do not conflict with local or state law. The following Rules of Procedure will provide more detailed guidelines for the conduct of efficient and orderly meetings.

PARLIAMENTARY PROCEDURE

Robert's Rules of Order will serve as a guide for parliamentary procedures in the conduct of all City Commission meetings. Any exceptions noted in these rules or by Resolution of the Commission shall take precedence. A violation of parliamentary procedure shall not call into question the validity of any decision or action of the Commission so long as the requirements of State law and the City Charter have been met and the intent of the Commission is clear from the minutes of the proceedings.

RULES OF CIVILITY

The City of Apalachicola encourages citizen participation in the democratic process and recognizes and protects the right of freedom of speech afforded to all. As the City Commission conducts the business of the City, rules of civility shall apply. City Commission members, City officials, and members of the public are to respectfully communicate according to the City Commission's Rules of Procedure. Persons shall speak only when recognized by the Presiding Officer and, at that time, refrain from engaging in personal attacks or derogatory or offensive language. Comments from citizens being made at a time other than during the period titled "Public Comments" should be focused on the issue at hand. Outbursts will not be tolerated and those who do not conduct themselves in a respectful and lawful manner shall be subject to removal as outlined in the City Commission's Rules of Procedure. It shall be the responsibility of each individual to demonstrate civility.

PREFACE

The City of Apalachicola conducts municipal government, performs municipal functions, and renders municipal services and exercises any power for municipal purposes according to the City Charter, except as otherwise provided for by law. Any conflict or need for clarification arising out of the following Rules of Procedure shall be resolved, where applicable, by provisions of the City Charter which shall prevail, except as otherwise provided for by law. Any Amendments to the City Charter which may require revisions to the Rules of Procedure shall be administratively prepared by the City Clerk and adopted by the City Commission.

These Rules of Procedure are adopted by the City Commission to guide the City Commission through its primary operations and functions. They are designed to provide the structure needed to conduct City business while also maintaining the flexibility needed to efficiently and effectively carry out the public business as circumstances may dictate.

The Government in the Sunshine Act, also known as the Sunshine Law, provides a right of access to governmental proceedings of public boards or commissions at both the state and local levels. The law is equally applicable to elected and appointed boards and applies to any gathering of two or more

members of the same board to discuss some matter which will foreseeably come before that board for action. Members-elect to such boards or commissions are also subject to the Sunshine Law, even though they have not yet taken office. There are three basic requirements of s. 286.011, F.S.: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and (3) minutes of the meetings must be taken and promptly recorded.

RULE 1 MEETINGS

All City Commission meetings shall be held in the ~~Community Center, 1 Bay Avenue~~ 74 6th Street, Apalachicola, Florida, unless advertised otherwise, and shall be open to the public. In case of emergency, the Mayor may designate an appropriate meeting place for a meeting open to the public. Robert's Rules of Order, as revised, so long as they do not conflict with Ordinances, Statutes, these Rules, or the Apalachicola Charter, shall be used as a guide in conducting City Commission meetings.

RULE 2 REGULAR MEETINGS

As noted in City Charter Section 17, the City Commission shall hold regular meetings on the first Tuesday after the first Monday of each month commencing at ~~6:00~~ 4:00 (to be discussed at July mtg) p.m. From time to time, regular meetings may be adjusted by Resolution of the City Commission to accommodate a holiday schedule. Meetings shall also be rescheduled to accommodate Elections as scheduled by the Franklin County Supervisor of Elections. The news media shall be notified, and appropriate notice shall be posted at City Hall and on the City's website.

RULE 3 SPECIAL MEETINGS

The Mayor, or in the Mayor's absence, the Mayor Pro-Tem, two (2) or more Commission members, or the City Manager, may call or schedule a Special Meeting of the City Commission. A minimum of forty-eight (48) hours' notice shall be given to all City Commission members for all Special City Commission Meetings. Notice of the call of such Special Meetings shall be by majority agreement of the City Commission, or in writing, signed by the party or parties making the call, and shall be served on every member, either by notifying the member in person, by telephone, electronic media, or by leaving a copy of said notice at the member's legal residence. The news media, the City Attorney, the City Clerk, the City Manager, and affected Department Heads shall also be notified. The notice shall state the business to be transacted at such meeting and no other business than that so specified shall be transacted. Only matters on the agenda or matters of an emergency nature may be acted upon by the Commission. Justification of emergency action shall be noted in the minutes of the meeting. ~~Notice shall be posted at City Hall~~ Appropriate notice of Special Meeting and draft Agenda shall be posted at City Hall and posted on the City's website.

RULE 4 EMERGENCY MEETINGS

The Mayor, or in the Mayor's absence, the Mayor Pro-Tem, two (2) or more Commission members, or the City Manager, may call an Emergency Meeting of the City Council upon not less than six (6) hours' notice to every City Commission member. Notice of the call of such Emergency Meetings shall be in writing, signed by the party or parties making the call, and shall be served on every member, either by notifying the member in person, by telephone, electronic media, or by leaving a copy of said notice at the member's legal residence. The news media, the City Attorney, the City Clerk, the City Manager, and affected Department Heads shall also be notified. The notice shall state the business to be transacted at such meeting and no other business than that so specified shall be transacted. ~~Notice shall be posted at City Hall~~ Appropriate notice of Emergency Meeting and draft Agenda shall be posted

at City Hall and posted on the City's website. If there is no longer a need for an Emergency Meeting, the entity that called the meeting is authorized to cancel such meeting.

RULE 5 WORKSHOPS

A workshop may be called orally or in writing by the Mayor, any two (2) or more City Commission members, or the City Manager. The City Commission can initiate workshops, also known as Special Meetings, that are public meetings to improve communication, to gain information, or to create a stronger working relationship among the elected officials of the general city government. Public attendance is encouraged. A minimum of forty-eight (48) hours' notice shall be given for all Workshops and shall be posted at City Hall.

RULE 6 QUORUM AND ATTENDANCE

- (a) A Quorum of the City Commission for the transaction of any business shall consist of three (3) members, but a lesser number may adjourn from time to time until a quorum is present. Once a quorum has been established, a majority of the City Commission present at the meeting shall be required to carry a motion, unless, by Statute, Ordinance, or other regulation, an extraordinary majority (4/5ths) of the City Commission is required for approval. Absence from four consecutive regular meetings of the Commission shall operate to vacate the seat of a member, unless such absence is excused by the Commission by Resolution. As stated in City Charter Section 20, "The affirmative vote of three members shall be necessary to adopt any ordinance or resolution, and the passage of all ordinances and resolutions shall be taken by the "yeas" and "nays" and entered upon the journal."
- (b) City Commission members may participate at all regular, special, or emergency meetings of the City Commission by use of electronic media in those instances where the member is temporarily deployed, reassigned, activated, or transferred by any branch of the United States Military or the Florida National Guard for a period of longer than thirty (30) days. In addition, this policy shall cover any other situation resulting in the absence of the member due to illness, medical related issues of a non-incapacitation nature, or extraordinary circumstances related to their job or family emergencies causing them to be physically unable to attend a meeting. In all instances, participation by electronic media will only be allowed if a quorum is physically present at the site where the meeting is actually being held.
- (c) In addition to the City Commission members, City officials whose regular attendance shall be required at meetings of the City Commission are the: City Attorney, City Clerk, City Manager, or their designees, and City Department Directors as charged by the City Manager. The Chief of Police, or their representative, shall be present to provide security and assistance in maintaining order.

RULE 7 NEW COUNCIL MEMBERS

The term of City Commission members elected to office shall commence on the first Tuesday following the first Monday in October following the general election. A swearing-in ceremony for the new City Commission members will be coordinated by the City Clerk. The City Clerk in conjunction with the City Manager will provide orientation materials.

RULE 8 ELECTION OF MAYOR PRO-TEM

- (a) The election of Mayor Pro-Tem pursuant to Section 16 of the Charter shall occur at the first regular meeting following each regular municipal election at which newly elected Commissioners assume their duties of office.
- (b) In case of the absence or temporary disability of the Mayor, the Mayor Pro-Tem serves as the Presiding Officer during the absence. In case of the absence or temporary disability of the Mayor and Mayor Pro-Tem, an Acting Chair, elected from members of the City Council, serves during the continuance of the absences or disabilities.

RULE 9 PRESIDING OFFICER

- (a) The Mayor, or in the Mayor's absence the Mayor Pro-Tem shall preside over all meetings of the Commission. In the absence of the Mayor and Mayor Pro-Tem, at the hour fixed for any meeting, the City Manager shall call the City Council to order, whereupon a temporary Chair shall be elected by the members present. Upon arrival of the Mayor and Vice-Mayor, the temporary Chair shall relinquish the chair upon conclusion of the business immediately before the Commission.
- (b) The Presiding Officer shall be responsible for enforcing the Rules of Procedure and conducting meetings in a manner which preserves order and decorum, prevents attacks on personalities or the impugning of members' motives, and confine debate or comments to the question under discussion. The Mayor shall endeavor to conduct meetings in a fashion that draws balance between the informality and congeniality possible in a small community while also maintaining the decorum and formality necessary to conduct business in an orderly fashion.
- (c) The Presiding Officer shall take the Chair at the hour fixed for the meeting and call the members to order. The Presiding Officer shall state every question given before the Commission. The City Clerk will record the vote on all matters in which the recording of yeas and nays is required by law or with respect to which any member requests such recording. The Presiding Officer or City Clerk will announce the decision of the City Commission on all subjects and the Presiding Officer will decide on questions of order. Any member may appeal from the decision of the Presiding Officer, in which event a majority vote of the members present shall govern and conclusively determine the ruling appealed. No other business, except a motion to adjourn or to lay on the table, shall be in order until the question on appeal has been decided.
- (d) The Presiding Officer shall remain objective, consistent with Robert's Rules of Order. According to Robert's "Rule Against Chair's Participation in Debate," the Presiding Officer has, as an individual, the same rights in debate as any other member; but the impartiality required of the Chair in an assembly precludes exercising these rights while presiding. On certain occasions, the Presiding Officer may believe that a crucial factor relating to such a question has been

overlooked and that their obligation as a member to call attention to the point outweighs their duty to preside at that time. If the Presiding Officer wishes to place a motion, the gavel must be relinquished.

Based upon these Rules of Procedure, the gavel will be relinquished in the following order:

1. Mayor Pro-Tem;
2. Other City Commission members based on seniority of tenure;
3. City Clerk/City Manager.

The "Rule Against Chair's Participation in Debate" further states that the Presiding Officer who relinquished the chair shall not return to it until the pending main question has been disposed of, since they have shown themselves, to be partisan as far as that particular matter is concerned. Unless a Presiding Officer is extremely sparing in leaving the chair to take part in debate, they may destroy members' confidence in the impartiality of their approach to the task of presiding.

Once a motion has been made and second received, the Presiding Officer shall hear comments from the other City Commission members. Following comments from the other City Commission members, the Presiding Officer shall be permitted to provide their input on the motion.

- (e) The Presiding Officer may declare the meeting adjourned at any time in the event of an emergency affecting the safety of those present.

RULE 10 CITY CLERK

- (a) The City Clerk, or Deputy Clerk, serves as parliamentarian, and advises the Presiding Officer as to correct rules of procedure or questions of specific rule application. The City Clerk calls to the attention of the Presiding Officer any error in the proceedings that may affect the substantive rights of any City Commission member or may otherwise do harm.
- (b) It shall be the duty of the City Clerk of the City Commission, in addition to other duties prescribed by law, to keep and preserve correct minutes of the proceedings of the City Commission. The minutes shall be a public record. Proposed substantive additions or corrections to proposed minutes, other than spelling and grammatical corrections, shall be furnished in writing to the City Clerk not less than twelve (12) hours prior to the meeting at which approval action is scheduled. The record of every meeting when approved and entered in the minutes shall be signed by the Presiding Officer at such meeting and attested by the City Clerk. The City Clerk shall prepare an Agenda for each regular meeting of the City Commission in the order of business and furnish a copy thereof to each member, the City Attorney, and the City Manager ~~at least seventy-two (72) hours in advance of said meeting~~ no later than 5:00 pm on the Friday prior to the Friday before the next meeting, i.e., eleven (11) days prior to the meeting date via notification by electronic mail and posted on the City's website. All official meetings of the Commission shall be recorded on an automatic recording device by tape,

record, or other device and permanently preserved in the official records of the City or until their destruction as specifically authorized by the State or City Commission.

- (c) Requests for copies of public records regarding a meeting of the City Commission shall be made through the Office of the City Clerk. The cost shall be in accordance with State law.

RULE 11 RULES OF DEBATE

- (a) The Presiding Officer may move, second, and debate subject only to such limitation of debate as are enforced by these standing rules on all members and shall not be deprived of any of the rights and privileges as a member.
- (b) When a member desires to speak in debate on a subject open to debate, the member must address the Presiding Officer. When recognized by the Presiding Officer, the member may speak only on matters germane to the business or questions under debate.
- (c) A member, once recognized, shall not be interrupted while speaking unless the member is called to order for transgressing any rule of the City Commission or failing to maintain proper decorum. If a member is called to order while speaking, the member shall cease speaking until the questions of order is determined by the Presiding Officer.
- (d) After the decision on any question, it shall be in order only for a member voting on the prevailing side to move for reconsideration at the same meeting, but such motion may be seconded by the member. If a motion to reconsider is lost, it shall not be renewed again at the same meeting. A motion to reconsider may be laid on the table or postponed indefinitely, and the effect of such action in either case shall be to defeat the motion to reconsider and to prevent further consideration thereof.

RULE 12 CONDUCT AND RESPONSIBILITY OF MEMBER

- (a) Any member who is unable to attend a City Commission or other meeting due to sickness or for a duly authorized reason shall notify the City Clerk, who shall notify the Presiding Officer before the meeting.
- (b) No member present at any meeting of the City Commission shall leave the meeting without permission from the Presiding Officer.
- (c) While the City Commission is in session, the members shall preserve order and decorum. A member shall neither by conversation or otherwise delay or interrupt the proceedings or the peace of the City Commission, or disturb any member while speaking, or refuse to obey the Rules of Procedure of the City Commission or the Presiding Officer.
- (d) No member shall speak on any question, discuss any matter, interrupt another, or make a motion without first addressing the Presiding Officer and obtaining recognition.

- (e) No member shall be allowed to vote on any motion or measure, or gain the privilege of the floor, unless the member is at their designated seat.
- (f) Every member, in speaking on any matter, shall be confined to the question, shall not use unbecoming or abusive language, and shall avoid personalities.
- (g) No member shall be permitted to explain his or her vote during a vote, but may do so during discussion and prior to the result of the vote being announced.
- (h) Every member who is present when a question is put, unless excluded by a conflict of interest, shall vote in the affirmative or negative.
- (i) Every member shall observe the Code of Ethics as set forth in the laws of the State of Florida and as required by the Charter or Ordinances of the City. Disclosure to the City Commission of a private interest, as required by the State law on ethics, shall be accomplished in the form as prescribed by the Commission of Ethics, State of Florida.
- (j) No member shall direct the City Manager to forward to another political subdivision or government agency communications on matters under consideration by the City Commission or its committees except where there is clear understanding of approval by the City Commission or in response to routine matters in consonance with the previous actions of the City Commission. Nothing precludes a member from initiating correspondence on City stationary over their own signature indicating the City Commission seat they currently hold. Nothing in this Rule is to be construed to limit or restrict the Mayor acting in his or her official capacity from coordinating with the City Manager in answering or responding to correspondence or communications relative to the business of the City.
- (k) Ex parte Communications – Oral or written communications (sometimes referred to as lobbying or information gathering) between a Commission Member and others, including staff, where there is a substantive discussion regarding a quasi-judicial decision by the City Commission. The exchanges must be disclosed by the City Commission member so the public may respond to such comments before a vote is taken.

RULE 13 CONFLICT OF INTEREST

No City Commission member shall vote in their official capacity on a matter which would inure to their special private gain or loss, or which the City Commission member knows would inure to the special gain or loss of any principal by whom they are retained, of the parent organization or subsidiary of a corporate principal by which they are retained, or a relative or of a business associate. The City Commission member in conflict shall announce such conflict before any discussion commences. They may participate in the discussion but may not vote. Within 15 days of following that City Commission meeting, they shall file with the City Clerk a Form 8B which describes the nature of their interest in the matter. The Form 8B shall be received by the City Clerk and incorporated into the minutes of the meeting.

RULE 14 ORDINANCES

An enacted Ordinance is a legislative act that prescribes general, uniform, and permanent rules of conduct relating to the corporate affairs of the City. City Commission action shall be taken by Ordinance when required by law, or to prescribe permanent rules of conduct which continue in force until repealed, or where such conduct is enforced by penalty. All Ordinances shall be introduced in writing, and scheduled for public hearing after advertisement.

- (a) Any non-emergency Ordinances, with the exception of zoning Ordinances, shall be initiated by either a member of the City Commission, the City Attorney, or the City Manager. Each Ordinance shall be introduced in writing and shall embrace one (1) subject and matters properly connected therewith. The subject shall be clearly stated in the title. No Ordinance shall be revised or amended by reference to its title only. Ordinances to revise or amend shall set out in full the revised or amended act, section, or subsection or paragraph of a section or subsection. Rezoning Ordinances shall be scheduled on the City Commission Agenda following the required public hearing(s) before the Planning and Zoning Board and, once scheduled, the same procedure as outlined shall be followed unless State law provides otherwise.
- (b) Any Ordinance or Resolution prepared for consideration by the City Commission shall be reviewed by the City Attorney prior to introduction to the City Commission. Upon request by the Presiding Officer or any member, the City Attorney shall render an opinion to the City Commission concerning the legality of any Ordinance or Resolution pending before it. Every Ordinance and Resolution which amends prior Ordinances or Resolutions shall indicate words being deleted by strike-through, and shall include underlining of words being added to existing provisions.
- (c) In acting upon Ordinances, the Ordinance shall be introduced on first reading as to form only. The City Clerk shall then cause the Ordinance to be published in a newspaper of general circulation in the City, at least ten (10) days before the second reading, a notice of proposed enactment pursuant to and in compliance with Chapter 166, Florida Statutes. Prior to adoption, on second and final reading, a public hearing shall be held to enable citizens to comment on the proposed Ordinance. On second and final reading, an affirmative vote of the majority of the members present shall be necessary for the passage or adoption of the Ordinance.
- (d) The Council may, by two-thirds (2/3) vote of its membership, declare an Ordinance to be an emergency measure and pass such Ordinance without regard to any reading as required by the City Charter. Every emergency Ordinance, except emergency appropriations, shall automatically stand repealed as of the sixty-first (61st) day following the date on which it was adopted, but this shall not prevent reenactment of the Ordinance under regular procedures, or if the emergency still exists, in the manner specified in the City Charter. An emergency Ordinance may also be repealed by adoption of a repealing Ordinance in the same manner specified in the Charter for adoption of emergency Ordinances.
- (e) Whenever any Ordinance or Resolution has been introduced for the consideration of the City Commission, and the measure failed to be adopted or passed, such measure, unless substantially changed, shall not be introduced again until the lapse of at least three (3) months from the date of the City Commission meeting at which it failed adoption or passage.

(f) If a Motion to pass an Ordinance fails, the Ordinance shall be considered lost.

(g) Upon final passage, every Ordinance and Resolution shall be signed by the Presiding Officer of the Commission, attested by the City Clerk and approved as to form by the City Attorney.

RULE 15 RESOLUTIONS

Generally, an enacted Resolution is an internal legislative act that is a formal statement of policy concerning matters of special or temporary character. City Commission action shall be taken by Resolution when required by law and in those instances where an expression of policy more formal than a motion is desired. All Resolutions shall be reduced to writing. A Resolution may be put to its final passage on the same day on which it is introduced.

RULE 16 MOTIONS

An enacted Motion is a form of action taken by the City Commission to direct that a specific action be taken on behalf of the City. A Motion, once approved and entered into the record, is the equivalent of a Resolution in those instances where a Resolution is not required by law. All motions shall be made and seconded before debate.

(a) A motion is to be worded in a concise, unambiguous, and complete form.

(b) No speech is to be made in reference to a motion when it is introduced. There will be no debate until a motion has been seconded and, if requested by a City Commission member, the question stated by the Presiding Officer or the City Clerk.

(c) When the question has been stated, it is before the City Commission and mover is entitled to the floor.

(d) The order of procedure of motions shall be in accordance with Robert's Rules of Order.

RULE 17 WITHDRAWAL OF MOTIONS

Any motion before the Commission may be withdrawn at any time prior to a vote being taken thereon by the Commissioner making such motion, upon agreement by the Commissioner seconding said motion to withdraw the second.

RULE 18 AMENDING OF MOTIONS

At any time during discussion of a motion on the floor, a motion to amend said motion may be made. If the amending motion is seconded, the Commission shall at the conclusion of discussion, first vote on the amending motion and then upon the original motion in its amended form. An amending motion may be withdrawn in the same manner as set forth in Rule 17.

RULE 19 RECONSIDERATION

A motion to reconsider shall be allowed at any time during a meeting, except when a motion on some other subject is pending. No motion to reconsider shall be made more than once on any subject at the same meeting. A motion to reconsider may be made:

- (a) At the same meeting during which an action was taken, provided that the motion to reconsider is made by a City Commission member of the prevailing side of the original motion.
- (b) At a subsequent meeting by any Commissioner.

Upon passage of a motion to reconsider, no substantive action on the matter may be taken at that meeting so that the public and media may be on notice of the matter to be reconsidered. The subject matter shall be scheduled at the next regular City Commission meeting for any action the City Commission deems advisable.

RULE 20 RESCINDING ACTION PREVIOUSLY TAKEN

City Commission action may be rescinded by a four-fifths (4/5) vote. The motion may be made by any City Commission member after a motion to reconsider has been adopted by a majority vote.

RULE 21 PRIVILEGE OF THE FLOOR

By permission of the Presiding Officer, the privilege of the floor shall be extended to a citizen or citizens to address the Commission on any matter pending before it or which needs the attention of the City Commission. At public hearings required by law or fixed by the City Commission, the Presiding Officer shall extend the floor to a reasonable number of proponents or opponents of the subject matter of the public hearing, and those filing written requests to be heard with the City Clerk shall be heard prior to other persons who appear at the hearing. Each person addressing the City Commission shall proceed to the place assigned for speaking, give his or her name and address in an audible tone of voice for the record and limit his or her address to three (3) minutes, unless a lesser time is fixed for all speakers by the Presiding Officer or further time is granted by the City Commission. The person may speak only to matters germane to City business or to questions under discussion. All remarks shall be addressed to the City Commission as a body and not to any member thereof. All questions of members shall be directed through the Presiding Officer.

RULE 22 PARLIAMENTARY AUTHORITY

Robert's Rules of Order, so far as they are applicable or not in conflict with these standing rules, the Ordinances, or the Charter of the City, shall govern the proceedings of the City Commission.

RULE 23 SUSPENSION OF STANDING RULES

Any standing rule contained herein may be temporarily suspended for special reasons by a vote of four-fifths (4/5) of all City Commission members unless such suspension would conflict with provisions of the Ordinances or the Charter of the City.

RULE 24 EFFECTS OF RULES

No Ordinance, Resolution or action duly passed, adopted or taken by the City Commission shall be held to be invalid because of failure of the City Commission to comply with or abide by any one or more of the provisions of these standing rules if such Ordinance, Resolution or action would otherwise be valid under the Charter or Ordinances of the City or laws of this State but for such provisions of these standing rules alleged to have been violated or ignored.

RULE 25 INFORMAL CONSIDERATION OF MATTERS

When, in the judgment of the Presiding Officer, it becomes necessary to give detailed consideration to a matter under conditions of freedom, approximating those of a Committee, the Presiding Officer may entertain a motion for the City Commission to consider the matter informally. When such a motion is made and properly seconded, the effect is to suspend the standing rule limiting the number of times a member can speak and inquire into matters of fact on the main questions and any amendments, except that the member may not inquire a second time into questions of fact until other members have had an opportunity to do so.

While considering a question informally, the Council may, by four-fifths (4/5) vote, limit the number or length of speeches or in any other way limit or close discussion. Proceedings of the City Commission under informal consideration are recorded in the minutes of the meeting just as they would be if the considerations were under formal standing rules. Informal consideration ceases automatically as soon as the main question is disposed of. Informal consideration of a matter may also be ended before the main question is disposed of by a majority vote of the City Commission on a motion "that the regular standing Rules of Procedure be enforced."

Under the informal standing rules, members may obtain the floor after being recognized by the Presiding Officer.

RULE 26 PREPARATION OF AGENDAS

The City Manager and City Clerk are responsible for the preparation of the Agenda. The Mayor or any City Commission member may place an item on the Agenda. The City Attorney, City Clerk, and City Manager may also place an item on the Agenda.

As general practice, all supporting documentation and Board Request Form must be provided to the City Manager for review or the item(s) may not be included on the Agenda.

- ~~(a) The agenda will be in five (5) parts: Awards, Recognitions and Presentations; Reports and Communications; Public Hearings; Consent; and Business.~~
- (b) Deadline for items to be placed on the Agenda is no later than 12:00 noon on the Tuesday before the next meeting distribution of the Agenda.
- (c) Content of items on the Consent Agenda shall be limited to routine items that do not need discussion, which may include but are not limited to such items as the Minutes, Resolutions, payment requests, and reports from committees, etc. During the reading of the Consent Agenda, any member may pull an item for separate discussion.
- (d) The City Manager or any Commission member may, only in the event of an emergency, place items on the Agenda after the above deadline.
- (e) Commission members are encouraged to present their reports as Agenda items in order to provide the public and other Commission members prior notification of the report's subject matter.

- (f) ~~Agendas and all necessary background materials will be delivered to the members no later than 5:00 p.m. on the Friday prior to the Friday before the next meeting (eleven days prior to the meeting date) via notification by electronic mail. In the event an item must be placed on the Agenda after it has gone to the City Commission, a Supplemental Agenda will be issued no less than 24 hours prior to all meetings~~ Agendas and all necessary background materials will be delivered to the members no later than 5:00 pm on the Friday prior to the Friday before the next meeting, i.e., eleven (11) days prior to the meeting date via notification by electronic mail and posted on the City's website. In the event of an emergency, an item must be placed on the Agenda after it has gone to the City Commission. A Supplemental Agenda will be issued no later than 24 hours prior to all meetings.
- (g) A request from a citizen to be placed on the Agenda shall be received in writing on the Board Request Form provided by the City Clerk no later than the close of business on the Monday of the week preceding the ~~next regular City Commission meeting~~ distribution of the Agenda and include information and/or back-up documentation on the subject they want to discuss. If a citizen does not present an appropriate topic or information in writing, the citizen will not be placed on the Agenda, but will be told that he or she can speak at the beginning of the City Commission meeting under Public Comment or have their Agenda item rescheduled to a future meeting.
- (h) Citizens who wish to address the City Commission on an item on the agenda shall complete a Speaker Card and give it to the City Clerk before the meeting starts. All persons, other than members of the City Commission or Staff, addressing the City Commission shall step up to the microphone and state his or her name and address prior to making his or her statements. The Mayor shall have the authority to waive such requirement in the event of apparent physical disability of the speaker.
- (i) The Agenda, as well as any supporting documentation that are part of the Agenda, shall be available for review online on the City's website, or in the Office of the City Clerk.

RULE 27 AGENDAS – ORDER OF BUSINESS

The business of all regular meetings of the City Commission shall be transacted as follows; provided, however, that the Presiding Officer may, by simple majority voice vote or consensus of the City Commission, re-arrange items on the Agenda to more expeditiously conduct the business before the City Commission:

~~(a) Invocation & Pledge of Allegiance to the Flag~~

~~The City Council may maintain a clergy or layperson rotational roster, which may be used to rotate among the local clergy or laypersons the presentation of the invocation at the regular or special meetings. The Presiding Officer shall lead the Pledge or delegate to another party. Call to Order~~

(a)(1) Invocation and Pledge of Allegiance

(b) Agenda Adoption

(c) Awards, Recognitions and Presentations

Items under this section include Special Award Presentations, Proclamations, scheduled citizen or group presentations, and recognitions. Proclamations, Special Awards, and Letters of Honor shall be requested and processed through the Office of the City and shall be submitted on a form provided by the City Clerk.

~~(d) City Council Reports and/or Correspondence~~

~~During this section, each City Commission member will have the opportunity to make comments or discuss any items of concern~~ Public Comment

The City Commission recognizes the importance of protecting the rights of its citizens and taxpayers to express their opinions on the operation of City government and encourages citizen participation in the local government process. The City Commission also recognizes the necessity for conducting orderly and efficient meetings in order to complete City business in a timely and proper manner.

The purpose of the public comment portion of the meeting is to receive citizen input pertaining to matters over which the City Commission has jurisdiction or control. This period of time is for comments and not for questions directed to the City Commission or Staff for immediate answer or for debate. Questions directed to the City Commission may be referred to Staff to be answered within a reasonable period of time following the date of the meeting. The City Commission shall not take final action at the same meeting on items addressed under this section. Final action can only be taken if the City Commission waives its Rules of Procedures. The City Commission can direct Staff to place any item requiring final action on an upcoming City Commission Meeting or Workshop. The exceptions are items of an emergency nature so declared.

No citizen shall speak until duly recognized by the Presiding Officer, and they shall immediately cease speaking and relinquish the podium when requested by the Presiding Officer. After being recognized, the citizen shall:

- (a) Step up to the podium and give their name and address;
- (b) State the topic or position (for/against) of the item under discussion; and
- (c) Address all remarks and questions to the City Commission as a body, and not a member thereof, except through the Presiding Officer.

~~Five (5)~~ Three (3) minutes shall be allotted to each citizen who wishes to speak at this time, unless more time is granted by the Presiding Officer or City Commission. A citizen cannot yield time to another citizen.

NOTE: Citizens are encouraged to call the appropriate City department during regular business hours. If you have contacted the department and for some reason results were not satisfactory, please call the director of the department or the City Manager's office.

Employees of the City may address the City Commission on matters of public concern.

Employee comments that address an active grievance/arbitration, employee appeal matter (all of which are covered in the Personnel Policies and Procedures Manual) or a personnel dispute will not be entertained as part of citizen comments. Employees will be advised of the appropriate forum and process for presenting or discussing such matters

~~(e) City Manager and City Attorney Reports and/or Correspondence~~

~~During this section, the City Manager and City Attorney will have the opportunity to make comments, provide updates, or discuss any items of concern~~ New Business.

~~(f) Public Hearings~~

~~Public hearings shall be scheduled at regular meetings of the month unless otherwise determined by the City Commission or State Statute. The procedures followed for public hearings are generally as follows:~~

- ~~(1) The City Manager, or their designee, should describe the Agenda item to be considered and provide the Staff recommendation. The Presiding Officer should then inquire as to whether any City Commission members have questions for the administration. After the City Commissioner's questions are answered, the Presiding Officer opens the public hearing and requests comments from the public. Generally, the petitioner or proponent for the issues in the Public Hearing is invited to address the City Commission first.~~
- ~~(2) Following public comment (if any), the Presiding Officer closes the Public Hearing. Discussion and consideration of the matter will follow under "Unfinished Business" where a City Commission member may put forth a motion.~~ Unfinished Business.

~~(g) Public Comment~~

~~The City Commission recognizes the importance of protecting the rights of its citizens and taxpayers to express their opinions on the operation of City government and encourages citizen participation in the local government process. The City Commission also recognizes the necessity for conducting orderly and efficient meetings in order to complete City business in a timely and proper manner.~~

~~The purpose of the public comment portion of the meeting is to receive citizen input pertaining to matters over which the City Commission has jurisdiction or control. This period of time is for comments and not for questions directed to the City Commission or Staff for immediate answer or for debate. Questions directed to the City Commission may be referred to Staff to be answered within a reasonable period of time following the date of the meeting. The City Commission shall not take final action at the same meeting on items addressed under this section. Final action can only be taken if the City Commission waives its Rules of Procedures. The City Commission can direct Staff to place any item requiring final action on an upcoming City Commission Meeting or Workshop. The exceptions are items of an emergency nature so declared.~~

~~No citizen shall speak until duly recognized by the Presiding Officer, and they shall immediately cease speaking and relinquish the podium when requested by the Presiding Officer. After being recognized, the citizen shall:~~

- ~~(d) Step up to the podium and give their name and address;~~
- ~~(e) State the topic or position (for/against) of the item under discussion; and~~
- ~~(f) Address all remarks and questions to the City Commission as a body, and not a member thereof, except through the Presiding Officer.~~

~~Five (5) Three (3) minutes shall be allotted to each citizen who wishes to speak at this time, unless more time is granted by the Presiding Officer or City Commission. A citizen cannot yield time to another citizen.~~

~~NOTE: Citizens are encouraged to call the appropriate City department during regular business hours. If you have contacted the department and for some reason results were not satisfactory, please call the director of the department or the City Manager's office.~~

~~Employees of the City may address the City Commission on matters of public concern. Employee comments that address an active grievance/arbitration, employee appeal matter (all of which are covered in the Personnel Policies and Procedures Manual) or a personnel dispute will not be entertained as part of citizen comments. Employees will be advised of the appropriate forum and process for presenting or discussing such matters. Mayor and Commissioner Comments~~

~~(h) Consent Agenda~~

~~The Presiding Officer shall inquire if any City Commission member wishes to withdraw any items from the Consent Agenda. If any item is withdrawn by any member of the City Commission, the Presiding Officer addresses those item(s) individually following the vote on the motion to approve the other Consent Agenda items.~~ City Manager Communications

(i) ~~Council Business~~

~~Items in this section are reports or requests presented by the City Attorney, City Clerk, City Commission member, City Manager, or Staff for City Commission consideration.~~ Finance Director Communications

{j} ~~Adjournment~~

~~No meeting shall be permitted to continue beyond 10:00 p.m. without the approval of a majority of the City Commission. A new time limit must be established before taking a City Commission vote to extend the meeting. In the event that a meeting has not been closed or continued by City Commission vote prior to 10:00 p.m., the items not acted on are to be continued to 8:30 a.m. on the following day, unless state law requires hearing at a different time or unless the City Commission, by majority vote of members present, determines otherwise.~~ Attorney Communications

(k) ~~Consent Agenda~~

(l) ~~Department Reports~~

(m) ~~Adjournment~~

RULE 28 BOARDS, COMMITTEES, AND MEETINGS

The City Commission may form ad hoc or special committees from time to time. Citizen advisory boards and committees may be created and dissolved by Resolution, Ordinance, or other act adopted by the City Commission. All members shall serve at the pleasure of the City Commission.

The mission of advisory boards and committees shall be to examine various policy issues referred by the City Commission, staff, or as determined in the work plan. Committees shall provide guidance to the City Commission in the development of policy ~~recommendations~~ at the request of the City Commission, City Attorney, or City Manager. Committees shall not attempt to manage the administrative operations of the City.; Committees have no administrative, fiscal, or enforcement authority the Ccommittee members are prohibited from will not be involved in directing staff.

- (a) The City Manager/City Clerk's office shall furnish the Chair of each advisory board or committee copies of all Resolutions or Ordinances that pertain to that committee. Such information shall be delivered to the committee Chair within one (1) week after adoption by the City Commission, or as soon thereafter as possible.

- (b) Appointment to citizen advisory boards/committees shall be by roll call vote during a regular City Commission meeting. ~~Priority must be given to applicants from the Board/Committee members must be residents of the City of Apalachicola.~~
- (c) All citizen advisory boards/committees or other bodies shall meet at the ~~Community Center, 1 Bay Avenue~~ 74 6th Street, Apalachicola, Florida or other public buildings within the City after required public notice is given. Generally, committee meetings should be scheduled on days other than days of the City Commission meetings. ~~The news media shall be notified and appropriate notice shall be posted at City Hall.~~ Appropriate notice shall be posted at City Hall and on the City's website. All meetings shall comply with state law regarding public meetings.
- (d) Committee Chairs and Committee Vice-Chairs shall be elected by the membership and both shall serve for a term of one (1) year or for a different term as the City Commission may decide. No member shall serve more than two consecutive terms as Chair. Committee members shall be approved by the City Commission and may not serve on more than one committee unless service is required by law. Committee meetings may be called by the Chair, Vice-Chair, Mayor, or the City Manager when sufficient business or timing is appropriate. Such meetings shall have an Agenda published to each Committee member when possible at least seventy-two (72) hours in advance. If the Committee Chair is unwilling or unable to call committee meetings, the Vice-Chair may call the meeting.
- (e) All citizen advisory boards/committees or other bodies shall provide the minutes taken at each meeting to the City Clerk. All communications to the City Commission from such boards, committees, or other bodies shall be received by the City Commission's Presiding Officer with a copy to the City Clerk.
- (f) All Chairpersons of citizen advisory boards/committees or other bodies may provide updates to the City Commission at its regularly scheduled meetings. All requests for presentations shall be submitted to the Office of the City Manager or City Clerk.
- (g) City employees shall not be precluded from serving on citizen advisory or other committees so long as membership requirements are met.
- (h) The City Commission may make exceptions to the above general policy on a case-by-case basis when necessary to: preserve the stability of the board or committee; retain a particular appointee because of his/her special expertise or knowledge; or for such other circumstances as the City Commission deems warranted.
- (i) Appointees' personal and business affairs conducted within the City of Apalachicola must be in substantial compliance with all City regulatory and taxing authorities' rules and regulations. Appointees deemed to be in chronic violation of any City rules, regulations, or policies, the Florida Code of Ethics, or Florida's Sunshine Law, may be disallowed from membership or removed from citizen advisory boards or committees by a majority vote of the City Commission.

- (j) Citizen advisory boards and committees created by or in response to federal or state statutory requirements shall conduct business consistent with these guidelines unless otherwise provided for by such federal or state statutory requirements.
- (k) Citizen advisory boards and committees are required to adhere to the "Guidelines for Citizen Advisory Boards and Committees" as approved by the City Commission. These guidelines are incorporated below.

GUIDELINES FOR CITIZEN ADVISORY BOARDS AND COMMITTEES

- (1) Committees are to be designated as standing or special (ad hoc).
- (2) A sunset date will be specified for special committees when appropriate.
- (3) Transition between Members: By-laws, enacting Ordinances, guiding document, etc. will include language, which provides for members (whose terms have expired) to continue serving until the appropriate appointments are made.
- (4) Term length for serving on any standing committee will be a minimum of two (2) years unless otherwise specified (e.g. State Statute may require term lengths of less than two (2) years, board/committee enacting Ordinance provisions).
- (5) Attendance:
 - (a) Reports/notices of absences are made to the board or committee Chair (or Staff liaison if the Chair is unavailable).
 - (b) The board or committee liaison will provide written notice of attendance violations to the City Commission Presiding Officer. The City Commission will be responsible for removing members who do not meet the attendance requirement.
 - (c) Absence from four (4) consecutive regular meetings of the advisory board or committee shall operate to vacate the seat of a member, unless such absence is excused by the City Commission by Resolution setting forth the fact of such excuse duly entered into the minutes.
- (6) Election of Officers: All board and committee officers (i.e. Chair, Vice Chair, etc.) shall be elected by the membership of the citizen advisory board or committee, unless otherwise specified.
- (7) Meeting Frequency:
 - (a) At a minimum, all boards and committees shall meet once per year.
 - (b) The names of those boards and committees that do not meet this minimum requirement shall be submitted to the City Clerk's Office.
 - (c) Recommendations to dissolve committees or other recommended action will be submitted to the City Commission for consideration.
 - (d) Any advisory board or committee whose officers are elected/appointed as prescribed in federal/state statute shall be exempted from Guideline No. 6.

(8) Parliamentary Procedure: ~~As appropriate,~~ Robert's Rules of Order ~~may~~ shall be used as a guide in conducting board and committee meetings.

RULE 29 SUSPENSION AND CONSTRUCTION OF RULES

No permanent change in the standing rules shall be made without notice specifying the purpose and wording of the change given at a previous regular meeting of the Commission and the adoption of the permanent change by a vote of four-fifths (4/5) of all members. The Rules of Procedure are for the efficient and orderly conduct of City Commission business only. No violation of such rules shall invalidate any action of the City Commission when approved by a majority vote required by law.

City Manager Updates

1. FCT PROPERTIES: There have been some questions on social media regarding signage at several City-owned properties that were purchased through Florida Communities Trust. While I was at the sprayfields late last year I noticed that the sign was faded and was unreadable. I then went to all of the FCT properties and noticed that two signs were unreadable (sprayfield and Holy Family), and that two properties (Bay Avenue Park and Bay Front Park) had no signage anymore. I reached out the staff at FCT and was provided with the sign requirements and ordered new signs for each of those properties. However, because of some projects at multiple City facilities and then my accident, the signs were erected later than anticipated.

2. Business License Update: As required by State Statute, Business Licenses for municipalities must be available for purchase beginning July 1st of each year. This statute goes into effect July 1, 2024. Renewals for Business Licenses (including, sidewalk permits and short-term rentals) have been mailed out. There are two things that should be noted about the process for Business Licenses this year: 1) The City is now in compliance with Florida State Statute 205 http://www.leg.state.fl.us/statutes/index.cfm/index.cfm?App_mode=Display_Statute&URL=0200-0299/0205/0205ContentsIndex.html; which means that business owners may need to supply additional information to renew their licenses. The City is also in compliance with granting exemptions provided for in the state statute. And, 2) the funds from any 2024-2025 business license collected in this fiscal year will be held in *deferred revenue* until October 1, 2024.

3. Short-term & Monthly Rentals: The State designates that any residence rented out by the day, week, month, or any other time duration for a term of six months or less in a calendar year is considered a short-term rental. City of Apalachicola zoning designates that zones O/R, C-1, C-2, C-3, C-4 may be used as **short-term rentals** (daily, weekly, monthly) and R-1, R-2, R-3, R-4 may only be used for **monthly rentals** (minimum of 30-days). *Long-term rentals are rentals of six months or more and do not need to be registered with the State of Florida (unless they are an apartment usage) and do not need an Apalachicola Business License.*

Short-term & Monthly rental owners are required to purchase an annual Business License in the City of Apalachicola. As with other Business Licenses, City Staff have brought these rental licenses into compliance with State statutes, which means that renewals this year may require additional paperwork to be submitted. The paperwork is a one-time thing and subsequent renewals will not need to supply this information. Information about what is required can be accessed at: <https://www.cityofapalachicola.com/wp-content/uploads/2024/04/Vacation-Rental-Business-Tax-License-Application.pdf>, **Short-term Rentals** <https://www.cityofapalachicola.com/wp-content/uploads/2024/03/CommericalOR-Vacation-Rental-Fact-Sheet-32724.pdf>, **Monthly Rentals** <https://www.cityofapalachicola.com/wp-content/uploads/2024/03/Residential-Vacation-Rental-Fact-Sheet-32724.pdf>

4. TREES ON HOUSING AUTHORITY'S TWO PROPERTIES (14TH – 16TH Streets at Avenue I and 11th -12th Streets at 20th Street).

PJ Erwin and I have been working with Stephnia Turrell, Executive Director of the Housing Authority to assess the more than 90 trees that are in the protected categories of trees located on Housing Authority properties. This assessment has been requested by the insurance carrier to minimize risk as we are now in the latest hurricane season. Scott Davis, Tree Committee Chair, has been an invaluable partner in determining recommendations for the Housing Authority. Mr. Davis is helping us to create a map that will help the Housing Authority make short-term and long-term plans to focus on 1) reducing risk to residents and property, and 2) maximize the health of the trees on their properties.

Plan:

1. Identify trees that need to be trimmed by Duke Energy. Ms. Turrell is working with Duke Energy to ensure that work is completed.
2. Identify and remove trees determined as causing a **Critical Risk** to residents and property. Two South Florida Slash Pines and one Live Oak (non-patriarch) at the 11th/12th Street site have been designated for immediate removal and Four Water Oaks and one Sweetgum (a non-protected species) at the 14th-16th Street site have been designated for immediate removal. These trees will be removed in the next couple of weeks.
3. Map and plan for trimming and removal of any additional trees. This is an ongoing plan that is a long-term plan. The City will be working with the Housing Authority to develop a plan. FYI: There are 14 patriarch Live Oaks at the 14th-16th Street site and 13 patriarch Live Oaks at the 11th-12th Street site. Most are slated for some trimming and only one is slated for removal.

5. COMMISSIONER GROVE REQUESTED UPDATES FROM TRACI BUZBEE WITH THE MANAGEMENT EXPERTS (TME) DURING THE JUNE 2024 REGULAR MEETING. Those updates are as follows:

Project Updates from The Management Experts (TME):

Contact: Traci Buzbee, 850-528-0785 / tsbuzbee@hotmail.com

Please contact me if you have any questions on the below projects. Thank you

4399-150-R Wastewater Infrastructure

The purpose of this project is to provide protective measures to wastewater infrastructure.

Phase I of this project, the preliminary engineering designs and calculations, surveys, permitting, and notices is completed.

We are waiting on the Engineer to deliver the final deliverables to submit to the state.

The state will then conduct a BCA on Phase I to determine if the project is cost effective to move forward with Phase II, the construction of the project.

The Phase II proposed scope of work shall include upgrading the wastewater infrastructure of the historic downtown commercial district by the construction of a new vacuum sewage station. The project shall include duplex vacuum pumps, a collection tank, duplex discharge pumps capable of pumping approximately 800 gallons-per-minute from the station, a 150-kW diesel-driven generator and automatic transfer switch, situational alarms, and an auto-dialer. All the equipment, except for the collection tank and discharge pumps, shall be housed in a concrete building elevated approximately 9.5 to 13.5 feet above the existing grade. Additionally, the project shall include a new PVC 8" discharge force main installed from the station, along Market Street and Avenue I connecting to the 12" force main located at the intersection of 9th Street and Avenue M, approximately 4,500 feet away. The project shall mitigate future occurrences of sanitary sewer overflows that result in damage to property, the local economy, and contamination of the stormwater system which outfalls into the bordering Apalachicola River.

The project shall be designed to provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations. The vacuum station and generator(s) shall be protected against a 500-year flood event by implementing specific activities or by locating the generator(s) outside the Special Flood Hazard Area (SFHA) and shall be protected against wind with a rated enclosure based on its location requirements. Activities shall be completed in strict compliance with Federal, State and Local Rules and Regulations.

4399-092-R Generators for Critical Facilities

The purpose of this project is to provide protection to three (3) critical facilities.

The HMGP project shall provide protection to the City Hall building, the Fire Department and Police Department building by purchasing and installing a 200kW generator and a 60kW generator, or generators of an adequate size determined by the vendor and/or electrical engineer during the bidding process. The Police Department and Fire Department are both housed in the same building.

Work has begun on this project. The only delay is the generator delivery. Some sizes are back ordered. The end goal is to have both generators installed by October 2024 pending no further shipping delays.

4399 – Hurricane Michael PA Claim

There are two projects remaining in FEMA review:

Battery Park - Pending EHP Review

Comments from FEMA: Needs FEMA action so that determination is made, and project moves forward to next step. If project results in obligation of funds, an extension will be required to complete the work.

Bodiford and Scipio – waiting on extension from FEMA. Bids within budget were received and the contract is completed and awaiting execution.

All other projects are completed. The small projects, those under \$129,000 have been paid and we are working with Finance to gather all invoices and cleared checks to validate them. For the large projects, those over \$129,000, Finance is gathering all backup documentation so we can submit it to FDEM for payments.

HMGP Wastewater Vacuum Station Portable Generator \$170,000 (4486-007-R)

1. For purchase and setup of an emergency generator system to reduce and/or mitigate the damage that might otherwise occur from severe weather or other hazards at the 108 Avenue F location. (The current generator is too small for the need and this will provide an appropriately sized and portable generator.)
2. The bid for this project came in over budget. A budget increase was requested in February, 2024. We are waiting on determination from FDEM. The contractor has guaranteed his price without an increase until June 24, 2024.

6. COMMISSIONER GROVE REQUESTED UPDATES FROM FELICITY EDWARDS WITH GOURAS AND ASSOCIATES DURING THE JUNE 2024 REGULAR MEETING. Those updates are as follows:

GOURAS AND ASSOCIATES GRANT UPDATES JULY 2024

*The dates are estimates and highly likely to shift, as they're contingent on lots of moving parts. But those are the estimates at this time.

M0016 – Avenues Stormwater Repairs:

· Project Update: Survey is complete for the primary portion of the system and CCTV is complete; plans are under development at this time and will be finalized in coming months. Environmental outreach letters to interested stakeholders are being revised and redistributed for consistency with current planned improvements.

· SCHEDULE:

o Projected construction start date: January 2025

o Projected construction end date: June 2025

M0033 – Hill Community Revitalization:

· Project Update: A meeting was held with one of the property owners and Florida Commerce to review grant requirements; as a result of this meeting, Commerce is currently reviewing one item to confirm participant eligibility. The City has continued to work with property owners to finalize agreements between the City and the Property Owner for utilization of CDBG funds for

project activities. An amendment has been received from the engineer to modify the sidewalk layout; this will be submitted to Commerce for review in the coming days.

· SCHEDULE:

o Projected construction start date: January 2025

o Projected construction end date: June 2025

M0034 – Riverfront Revitalization:

· Project Update: The engineer has submitted an amendment request for completion of a Cultural Resources Survey, which is required for permitting; this is pending City staff/legal review, after which it will be submitted for FloridaCommerce review. The engineer is working on survey drawings, environmental evaluations, permit applications, and preliminary and schematic designs.

· SCHEDULE:

o Projected construction start date: January 2025

o Projected construction end date: September 2025

Wastewater Plant Repairs:

· Project Update: The project is at 60% design and the permit applications have been submitted. Currently, final design is underway which includes biological process modelling, and process equipment selection.

· SCHEDULE:

o Projected construction start date: Sept 2024

o Projected initiations of operations date: Mid 2026

o Projected construction end date: Mid 2026

CITY OF APALACHICOLA
FINANCE DEPARTMENT REPORT

June 2024

1. Processed payroll for June pay periods.
2. Processed retirement and insurance payments for June.
3. The Finance Clerk does an amazing job at issuing purchase orders, posting deposits, running accounts payable, and providing any information requested by various departments.
4. Assisting City Clerk with duties as needed.
5. Coordinating with Grants Coordinator to get copies of all grant contracts and list of all funded grants so grant financial notebooks can be made for each grant. Grant notebooks will have all contracts, change orders, and detailed financial information so it is easily accessible to determine what is expected back in reimbursements. **All grant contracts have been obtained. I am now in the process of getting all the payments and reimbursements onto a spreadsheet. Auditors will need this information also so they can get an accurate account of all grant activity. June – still working on this project. Grant activity is being coded correctly so it will be simple to put all the activity onto a spreadsheet. If there is prior year activity, then I will have to go back and enter that information also on the spreadsheet.**
6. Chris Moran will be here next Thursday and Friday to work on audit.
7. Chart of Accounts has now been completely revamped to bring into compliance with the Department of Finance Uniform Accounting System. Chart of Accounts has been entered into Banyon and linked to the correct fund. **Every transaction from all bank accounts must be coded individually. Once that is completed, material will be entered into Banyon. I have completed October – February. Just very time consuming, and I want it to be accurate.**
8. Time clocks were ordered and installed in all 6 locations (City Hall, Library, Public Works, Police, Water Department, WWTP). Training will be held on Wednesday, June 26th with all supervisors.
9. Completed various Human Resources duties. Training City Clerk on various Human Resources duties.
10. Working with The Management Experts (FEMA) to obtain financial information from Hurricane Michael so reimbursements can be sent to the City. This is a huge project but is a top priority as the reimbursement is around \$900,000. Traci Buzbee has sent me all the Hurricane Michael FEMA projects, so now I am having to go through checks and documents to provide all the information required. **June – This project will be the next top priority to get accomplished. All invoices and cancelled checks since October 2018 related to Hurricane Michael must be pulled and matched with correct project number. Ga**
11. Audit – providing information as needed to Auditors.

12. Updated online banking so all accounts are now available online.

13. Submitted Pollution Insurance Policy for WWTP for renewal.

14. Participated in TRIM training this past week. Department of Revenue has created a new site for the TRIM process, so it is a learning curve for all taxing authorities including the Property Appraiser office. I have registered for the new site and verified information.

15. As always, I welcome any suggestions or knowledge. If anyone would like to have a sit-down with me or has any questions, please don't hesitate to contact me.

Lee Mathes
Finance Director

A Workshop Meeting of the Apalachicola City Commissioner was held on Tuesday, May 21, 2024, at 4 p.m., at the former Apalachicola Municipal Library located at 74 6th Street., Apalachicola, Fl.

Present: Mayor Brenda Ash, Commissioner Anita Grove, Commissioner Despina George, Commissioner Elliott, City Manager Travis Wade, City Attorney Dan Hartman, City Clerk Sheneidra Cummings, and Chief of Police Bobby Varnes.

PUBLIC COMMENT

No public comment.

Manager Wade provided a basis for the Rules of Procedure Workshop. Recommendations that were submitted by Mayor Ash and Commissioner George were presented by Mayor Ash and briefly discussed.

Discussion held.

The Commission addressed each Rule based on the recommendations as follows:

Rule 1: Meetings

All Commissioners agreed with Manager Wade's change of address for the meeting location to 74 6th Street.

Consensus on Rule 1: Update Rule #1 to reflect the address of the new meeting location i.e., 74 6th Street, Apalachicola, Fl.

Rule 2: Regular Meetings

Commissioner George disagrees with changing the meeting time to 4pm. Commissioner Grove did not oppose the 4pm meeting time nor did she agree to change the meetings to 6pm. Commissioner Elliott, Mayor Ash would like to continue to hold meetings at 4pm.

Consensus on Rule 2: The Commission was split, and they agreed to discuss it further at an upcoming Commission meeting and codify it once a determination is made.

Rule 3: Special Meetings

Attorney Hartman provided legal insight and suggested that the same process for regular meetings be followed for special meetings, affirming that, the additional requirement for special meetings be provided a forty-eight (48) notice to all Commission members prior to Special Meeting being held. Regarding the last sentence of Rule 3, "Notice shall be posted at City Hall".

Commissioner George suggested that any notice of a Special Meeting should also be posted on the City's website including the posting of a Special Meeting Agenda.

Discussion held.

Commissioner Grove suggested rephrasing the last sentence of Rule 3 to include having a draft agenda e.g., "Appropriate notice of Special Meeting and draft Agenda shall be posted at City Hall and posted on the City's website."

Commissioner Elliott suggested the same verbiage be added to the second to the last sentence of Rule 4 as well stating that the verbiage should be consistent for Regular, Special and Emergency Meetings.

None opposed the rephrasing/addition made by Commissioner Grove and Commissioner Elliott.

Consensus on Rule 3: rephrase last sentence to state: "Appropriate notice of Special Meeting and draft Agenda shall be posted at City Hall and posted on the City's website."

Rule 4: Emergency Meetings

Consensus on Rule 4: rephrase second to the last sentence to state: "Appropriate notice of Emergency Meeting and draft Agenda shall be posted at City Hall and posted on the City's website."

Rule 5-9

No suggestions were presented or discussed.

Rule 10

Commissioner George suggested that Item 10(b) be updated to reflect the deadline referenced in Rule 26(f).

Discussion held. No Commissioner opposed Commissioner George's suggestion.

Rule 11-13

No suggestions were presented or discussed.

Rule 14: Ordinances

Attorney Hartman suggests reaching out to the State i.e. Florida League of Cities to inquire about the workshop requirements that are referenced in this rule to amend the Land Development Code. Attorney Hartman stated that the Rules of Procedure will take precedent over City policy if/where the two conflict.

Discussion Held.

Mayor Ash directed Attorney Hartman and Commissioner Grove to gather information from the Florida League of Cities and/or the appropriate State dept. to determine if requirement(s) can be amended due to this area being considered an area of critical state concern.

Commissioner George clarified her suggestion(s) for Rule 14. Commissioner George stated that the current policy requiring several P & Z workshops to be held before amending the Land Development Code should be specified in Rule 14.

Discussion held.

Consensus on Rule 14: Attorney Hartman and Commissioner Grove will reach out to the appropriate State dept. and determine what is required to amend a Land Development Code and present that information to the Board to determine if the existing workshop requirement(s) could be amended.

Rule 15-25

No suggestions were presented or discussed.

Rule 26: Preparation of Agendas

For Item (a): Commissioner George suggested amending item (a) to reflect the Commission's current meeting order. Commissioner George also agreed with Mayor Ash's recommendation(s) for items (d) & (f). Commissioner George also recommended having an addendum to the agendas for items that need to be added to the agenda after it has been distributed to members and posted on the City's website.

Commissioner Elliott suggested striking through item (a), stating that item (a) conflicts with Rule 27, Agendas- Order of Business. Further stating that removing item (a) would resolve the conflict between Rule 26(a) and Rule 27.

For item (b): None opposed Manager Wade's recommendations.

For item (d): Mayor Ash suggested adding the word "only" before, in the event of an emergency phrase. Stating that item (b) would read, "The City Manager and any Commission member may, only, in the event of an emergency, place items on the Agenda after the above deadline.

For item (f): Commissioner Elliott suggested identifying a distribution date for the agenda by amending item (f) to read, "Agendas and all necessary background materials will be delivered to the members no later than 5:00 pm on the Friday prior to the Friday before the next meeting, i.e., eleven (11) days prior to the meeting date via notification by electronic mail and posted on the City's website." Commissioner Elliott also stated that amending Rule 26(f) satisfies the distribution discrepancy discussed in Rule(s) 3, 4, & 5.

Mayor Ash recommended adding the phrase, "of an emergency" before the statement, "an item may be placed on the agenda after it has gone to the City Commission, a Supplemental Agenda will be issued no less than 24 hours prior to all meetings." Suggesting that the last sentence of Rule 26(f) reads: In the event of an emergency, an item must be placed on the Agenda after it has gone to the City Commission, and a Supplemental Agenda will be issued no less than 24 hours prior to all meetings.

Consensus on Rule 26

(a) Strikethrough Item (a).

(b) Add Manager's Wade's suggestion, "distribution of the agenda" and remove the strikethrough phrase, "next meeting". Item (b) should read as follows: Deadline for

items to be placed on the Agenda is no later than 12:00 noon on the Tuesday before the distribution of the Agenda.

(d) Add Mayor Ash’s recommendations to include the word, “only”. Item (d) should read as follows: The City Manager or any Commission member may, only in the event of an emergency, place items on the Agenda after the above deadline.

(f) Accept Commissioner’s Elliott’s and Mayor Ash’s recommendations. Item (f) should read as follows: Agendas and all necessary background materials will be delivered to the members no later than 5:00 pm on the Friday prior to the Friday before the next meeting, i.e., eleven (11) days prior to the meeting date via notification by electronic mail and posted on the City’s website. In the event of an emergency, an item must be placed on the Agenda after it has gone to the City Commission. A Supplemental Agenda will be issued no later than 24 hours prior to all meetings.

(g) Add Manager’s Wade’s suggestion in the first sentence, “distribution of the agenda” and remove the strikethrough phrase, “next regular City Commission meeting”. Item (g) should read as follows: A request from a citizen to be placed on the Agenda shall be received in writing, on the Board Request Form provided by the City Clerk, no later than the close of business on the Monday of the week preceding the distribution of the Agenda, and include information and/or back-up documentation on the subject they want to discuss.

Rule 27: Agendas-Order of Business

Consensus on Rule 27: The Commission agreed to amend Rule 27 to reflect the current order of business i.e.,

- I. Call to Order
 - Invocation and Pledge of Allegiance
- II. Agenda Adoption
- III. Presentation, Awards, Recognitions
- IV. Public Comment
- V. New Business
- VI. Unfinished Business
- VII. Mayor and Commissioner Comments
- VIII. City Manager Communications
- IX. Finance Director Communications
- X. Attorney Communications
- XI. Consent Agenda
- XII. Department Reports

Adjournment

None opposed to adhering to the current order of business.

For item (g): Public Comment, Commissioner George suggested reinstating the 5-minute time limit.

Discussion held.

Mayor Ash agrees with the 3-minute time limit.

Commissioner Grove was not opposed to either time limit.

Commissioner Elliott agrees with the 3-minute time limit.

Consensus for Rule 27(g): Commissioner Grove, Commissioner Elliott and Mayor Ash would like to keep the public speaking time limit to 3-minutes. Commissioner George opposed.

Rule 28

Each proposed edit submitted by Manager Wade was discussed.

Discussion held.

In paragraph 1, sentence 5, the Commission recommend rejecting Manager Wade's recommendation to include: "at the request of the City Commission, City Attorney, or City Manager".

In paragraph 1, sentence 6, the Commission recommended keeping the strikethrough verbiage: "Committees shall not attempt to manage the administrative operations of the City."

In paragraph 1, sentence 7, accepted Manager Wade's recommendation: "Committees have no administrative, fiscal, or enforcement authority." Commission agreed to strike through the remainder of sentence 4.

Consensus on Rule 28 Paragraph 1 should read as follows: The City Commission may form ad hoc or special committees from time to time. Citizen advisory boards and committees may be created and dissolved by Resolution, Ordinance, or other act adopted by the City Commission. All members shall serve at the pleasure of the City Commission. The mission of advisory boards and committees shall be to examine

various policy issues referred by the City Commission, staff, or as determined in the work plan. Committees shall provide guidance to the City Commission in the development of policy recommendations. Committees shall not attempt to manage the administrative operations of the City. Committees have no administrative, fiscal, or enforcement authority.

Item (b), sentence 2: Accepted Manager Wade's recommendation.

Consensus on Item (b): Should read as follows: Appointment to citizen advisory boards/committee shall be by roll call vote during a regular City Commission meeting. Board/Committee members must be residents of the City of Apalachicola.

Item (c), sentence 3: Accepted Manager Wade's recommendation removing the strikethrough language and included the updated address for all meetings i.e., 74 6th Street. The Commission also decided to strike through "the news media shall be notified" and leaving, "appropriate notice shall be posted at City Hall" and added "website".

Consensus on Item (c): Should read as follows: All citizen advisory boards/committees or other bodies shall meet at 74 6th Street, Apalachicola, Florida, or other public buildings within the City after required public notice is given. Generally, committee meetings should be scheduled on days other than days of the City Commission meetings. Appropriate notice shall be posted at City Hall and on the City's website. All meetings shall comply with state law regarding public meetings.

Item (d): Accepted Manager Wade's recommendation.

Discussion held.

Commissioner Elliott agreed with Manager Wade's recommendation(s).

Commissioner Grove agreed with Manager Wade's recommendation(s).

Commissioner George opposed Manager Wade's recommendation(s).

Consensus on Item(d): Should read as follows: Committee Chairs and Committee Vice-Chairs shall be elected by the membership, and both shall serve for a term of one (1) year or for a different term as the City Commission may decide. No member shall serve more than two (2) consecutive terms as Chair. Committee members shall be approved by the City Commission and may not serve on more than one committee unless service is required by law. Committee meetings may be called by the Chair,

Vice-Chair, Mayor, or the City Manager when sufficient business or timing is appropriate. Such meetings shall have an Agenda published to each Committee member, when possible, at least seventy-two (72) hours in advance. If the Committee Chair is unwilling or unable to call committee meetings, the Vice-Chair may call the meeting.

Item (i): Accepted Manager Wade's recommendation.

Commissioner Elliott agreed with Manager Wade's recommendation(s).

Commissioner Grove agreed with Manager Wade's recommendation(s).

Commissioner George opposed Manager Wade's recommendation(s).

Consensus on Item(i): Should read as follows: Appointees' personal and business affairs conducted within the City of Apalachicola must be in substantial compliance with all City regulatory and taxing authorities' rules and regulations. Appointees deemed to be in chronic violation of any City rules, regulations policies, the Florida Code of Ethics, or Florida's Sunshine Law, may be disallowed from membership or removed from citizen advisory boards or committees by a majority vote of the City Commission.

The City Commission ended the Workshop with (2) rules that required additional discussion, information, and/or action at the upcoming Commission meeting. The first being Rule #2, deciding on a time for the Regular Meetings; and second, Rule #14, further research to be conducted by Attorney Hartman and Commissioner Grove and presented at the July meeting.

Attorney Hartman suggested that the Commission move forward with the edits by placing it on the July meeting Agenda and vote to move forward to 1st Reading of a Rules of Procedure Ordinance, under unfinished business.

Commissioner George stated that any change of the City's Ordinances requires a super majority vote, and that all recommendations made at this meeting can be altered by Commissioner Duncan's vote.

No further comments.

Motion to adjourn Rules of Procedure Workshop Meeting was made by Commissioner Elliott, seconded by Commissioner Grove. Non opposed. Motion carried, 3-0.

Workshop adjourned.

Brenda Ash, Mayor

Sheneidra Cummings, City Clerk

CITY OF APALACHICOLA
PLANNING & ZONING BOARD
REGULAR MEETING
Thursday, May 16th, 2024
City Meeting Room – 74 6th Street
Minutes

Attendance: Chair - Joe Taylor, Jim Bachrach, Elizabeth Milliken, Lee McLemore, Myrtis Wynn

Regular Meeting: 6:00 PM

1. Approval of April 8th, 2024 meeting minutes.
 - **Motion to approve by Jim Bachrach; 2nd by Myrtis Wynn. All in favor – motion carried.**

2. Review, Discussion and Decision for New Construction and Fence. (R-2) @ 194 22nd Ave, Block 237 Lots 1-3. For Chase Crum - Owner; Contractor: 1st Choice Builders Inc.
 - **Motion to approve by Jim Bachrach; 2nd by Lee McLemore. All in favor – motion carried.**

3. Review, Discussion and Decision for Additions. (R-2) @ 108 22nd Ave, Block 262 Lots 12-15. For James Grater/Kathleen Binder – Owner; Contractor: Self
 - **Small change – documents attached.**
 - **Motion to approve by Jim Bachrach; 2nd by Elizabeth Milliken. All in favor – motion carried.**

4. Review, Discussion and Decision for Certificate of Appropriateness & Pervious Deck. (Historic District) (R-1) @ 50 14th Street, Block 96 Lot 3. For Steve & Janet Yon – Owner; Contractor: TBD
 - **Motion to approve by Jim Bachrach; 2nd by Myrtis Wynn. All in favor – motion carried.**

5. Review, Discussion and Decision for Certificate of Appropriateness, Additions, and Fence. (Historic District) (R-1) @ 53 17th Street, Block 108 Lots 9&10. For Chip Darnell/Paula Kendrick – Owner; Contractor: TBD
 - **Motion to approve by Jim Bachrach; 2nd by Lee McLemore. All in favor – motion carried.**

CITY OF APALACHICOLA
PLANNING & ZONING BOARD
REGULAR MEETING
Thursday, May 16th, 2024
City Meeting Room – 74 6th Street
Minutes

6. Review, Discussion and Decision for Relocation & Addition. **(R-2) @ 258 7th Street (911 ADDRESS NEEDED)**, Block 173 Lot 5. For Pete C. Thomas – Owner; Contractor: Ducky Johnson/Poloronis
 - **Motion to approve contingent upon 911 address being verified and the setbacks shown in red on the site plan being following for the relocation placement by Lee McLemore; 2nd by Myrtis Wynn. All in favor – motion carried.**

7. Review, Discussion and Decision for Certificate of Appropriateness & Sign. **(Historic District) (C-1) @ 47 Market Street**, Block C-2 Lots 14-16. For Crystal Fisher – Owner; Contractor: Fisher Roofing
 - **Motion to approve by Lee McLemore; 2nd by Elizabeth Milliken. All in favor – motion carried.**

8. Review, Discussion and Decision for Certificate of Appropriateness & Sign. **(Historic District) (O/R) @ 221 Avenue E Suite A**, Block 115 Lots ½ 9 ½ 10. For LeeAnne Poloronis – Owner; Contractor: Self
 - **Motion to approve by Elizabeth Milliken; 2nd by Lee McLemore. All in favor – motion carried.**

9. Review, Discussion and Decision for Certificate of Appropriateness & Sign. **(Historic District) (C-1) @ 67 Commerce Street**, Block D-1 Lots 13-14. For William Zingarelli – Owner; Contractor: TBD
 - **Elizabeth Milliken recused – form attached.**
 - **Motion to approve by Jim Bachrach; 2nd by Lee McLemore. All in favor – motion carried.**

CITY OF APALACHICOLA
PLANNING & ZONING BOARD
REGULAR MEETING
Thursday, May 16th, 2024
City Meeting Room – 74 6th Street
Minutes

Other/New Business:

- **New alternate position filled by Greg Golgowski.**

Outstanding/Unresolved Issues:

Motion to adjourn the meeting by Jim Bachrach; 2nd by Elizabeth Milliken. Meeting adjourned!

CITY OF APALACHICOLA
CITY CLERK MONTHLY REPORT
June 2024

- Processed and mailed out utility bills before the end of the month.
- Prepared March Commission minutes. Prepared April agenda packets and emailed to Commission and City Attorney.
- Notified 2K Web Group to upload meeting agenda packets to website and post meeting dates and times to website.
- Assisted customers with cemetery items, utility bill questions and payments, garbage/yard trash complaints, public records request, golf cart decals, Battery Park ramp stickers, business licenses, and other miscellaneous duties.
- Completed tasks as assigned by the City Manager and Mayor.
- Completed and mailed general monthly billing.
- Assisted Staff with various issues and projects.
- Assisted employees with HR related issues.
- Completed 2 Public Records Request; and working on 3 public records request(s).
- Training a new hire, receptionist.
- Placed ad for Public Hearing: Ordinance 2024-02
- Currently training Billing Clerk
- Updated Sewer Tap List
- Verifying customer accounts in Banyon post data transfer from CUSI Utility Billing
- Working on inputting ACH information into Banyon
- Updating Battery Park and Scipio Creek Accounts for billing
- Additional clerical tasks related to Billing.

JUNE 2024 WATER & SEWER FIELD CREW REPORT

- Installed sewer line on Kevin Road for the Church Parsonage.
- Fixed a 2-inch water main on Prado Street
- 170 19th St installed water line and tap for the address. Also fixed a busted top on a Sewer manhole
- Completed all the daily rounds for the Month.
- Working on replacing the rest of the manual read meters.
- Responded to and repaired any low vacuum issues on the vacuum system.
- Completed all meter readings for the Month.
- Completed Monthly Samples for DEP
- Completed all the locates for the Month.
- Completed work orders for the Month.
- Cleaned out Odor scrubber at the water plant.
- Flo-vac has just about finished up with another 180 pit monitors for the Air-vac system 285 of the 515 done.
- Completed TTHM Quarterly samples. We are still below the limit.80 is the maximum we had a .39 at Bay city and a 61.15 at Roberts Fish Dock
- The contractors are still in the process of replacing the Fire Hydrants around the city.

Grant Updates

City Commission Meeting - Tuesday, July 2nd 2024

Submitted Applications - Pending Results:

1. **Firehouse Subs Public Safety Foundation - Hurst Rescue Tools "Jaws of Life" \$38,465**
 - a) An application requesting Jaws of Life rescue tools for the Apalachicola Volunteer Fire Department was submitted 4/4/24. These tools were a request from the VPD and will aid them in their efforts. In the event this application is not funded, city staff will continue to apply quarterly.
2. **FDOT SCOP – Commerce Street Phase 1 \$3,278,524**
 - a) An application requesting funding for resurfacing, drainage improvements, and safety improvements for Commerce Street from Avenue C to Avenue I was submitted 5/5/23. FDOT marked it as “complete” and we are waiting for updates.
3. **FWC FBIP – Battery Park Seawall \$413,748.34 (Requested \$299,748.34, City Cash Match \$114,000)**
 - a) An application requesting construction funds for the Battery Park Seawall was submitted and marked as “complete” by FWC on 4/19/24. The FBIP Evaluation Committee will score and rank the applications on June 27th, 2024. City staff will virtually attend and provide an update.
4. **FDACS – Beautifying the City Through Tree Planting & Maintenance \$50,000**
 - a) An application requesting funding for tree maintenance, lethal bronzing disease treatment kits, tree removal, and tree planting within the City limits was submitted 4/18/24.
5. **DHR – 2025-26 Special Category – Phase II HCA (Harrison-Raney Building) mitigation/repair. \$350,000 (City Cash Match \$21,875)**
 - a) 2025-26 DHR Special Category grant request for Phase II to complete additional repairs to HCA currently being drafted and expected to be submitted by June 3, 2024. Phase II to complete repairs not funded in Phase I and will include windows, doors and additional masonry work.
 - b) Application submitted for consideration - \$21,875 cash match is obligated under the application as approved at the 6/4/24 CC meeting.
6. **CPTA – Workforce Housing Study \$75,000**
 - a) A re-application for \$75,000 towards a workforce housing study that could address viable solutions to the lack of workforce housing in the area was submitted 5/6/24. This was a previously awarded project for a prior fiscal year and an extension was not an option, so Commerce encouraged the City to de-obligate the original award and re-apply for the next round of funding.

Funded Applications:

FDOT:

1. **SCOP - Leslie Street \$610,169.30 (G2N05)**
 - a) This project will remedy the underground issues, resurface the entire street length, and obtain new road signs based off engineer's estimate and recommendations. Engineering firm, Dewberry, has completed the plans and they were sent to FDOT for a final review prior to procurement - 5/23/24 the plans were approved and advertisements for procurement were scheduled in The Times and The Tallahassee Democrat. Bids are due by June 28th at 4PM.
 - b) The current project completion date per FDOT is 10/31/24.
 - c) City is awaiting bids – once received, bids will be scored and an award recommendation will be presented to the City Commission.

DEP:

1. **Resilient Florida - Critical Asset Flood Management \$2,039,500 (24SRP65)**
 - a) This grant will complete identified drainage projects in the city that have been documented, but not funded by other sources. Funds will repair known nuisance flooding drainage issues in 29+ locations throughout the city. The City of Apalachicola Critical Asset Flood Mitigation Projects include the replacement and retrofit of pipe systems at multiple roadway intersections, addition of inlets, pipes, water quality vaults, crown reconstruction, and construction of roadway conveyance system. DEP has tentatively scheduled a site visit ~~June 25~~. Tentatively rescheduled.
 - b) Bay Media Services was awarded a contract for administering this grant at the June City Commission meeting – engineering services are currently out for bid! RFP is posted online and bids are accepted until July 18th.
2. **Resilient Florida Planning Grant – COA Adaptation Plan \$67,000 (24PLN12)**
 - a) This award is funding for preparing a infrastructure plan for flood protection. The City of Apalachicola will complete the City of Apalachicola Adaptation Plan Project to include an Adaptation Plan consistent with the Florida Adaptation Planning Guidebook. The project will include public outreach and stakeholder engagement. Agreement signed 3/20/24 and project procurement is underway.
 - b) Bay Media Services was awarded the contract for this scope of work at the June City Commission meeting. 1st Workshop is planned for this fall.
3. **Resilient Florida – Comprehensive Vulnerability Assessment \$272,500 (22PLN10)**
 - a) The City of Apalachicola will conduct the City of Apalachicola Comprehensive Vulnerability Assessment project to include an update to the 2017 Vulnerability Assessment. This includes the impact of sea-level rise, storm surge, and rainfall flooding. The impacts of flooding will be projected and mapped over a planning horizon that extends to 2070. Critical assets, vulnerable infrastructure, and historic properties at risk will be identified. Comprehensive plan amendments to comply with the Peril of Flood statute and adaptation strategy recommendations will also be included in the Project. \$200,000 in supplemental funding was awarded as part of the VA help resolve identified data gaps and will result in the City digitizing its infrastructure facilities including water distribution lines, sewer and stormwater.
 - b) Initial public outreach has been completed. Technical data gathering is complete; 100% of Exposure Analysis is complete, and 60% of Sensitivity Analysis is complete. Collection of existing infrastructure files for digitizing currently underway.
4. **Resilient Florida – Wastewater Plant Repairs \$13,381,516 (22SRP17) + SLFRP - WWTP Headworks & SBR Relocation, Replacement and Upgrades for Advanced Wastewater Treatment \$5,551,875 (WG038) = Total \$18,933,391 for WWTP Relocation/Replacement**
 - a) These grants combined are to replace and repair critical wastewater facility components and to relocate the facility to ensure it is out of the flood zone. The project will ensure that the City is storm ready for years to come!
 - b) Construction is not yet underway. The project engineer, Dewberry, received sampling results and worked on biological process modeling, initial design layout, and process equipment selection in the Preliminary Design Report. 55% of the design is completed. Bidding and contractor selection will begin after completion of Design & Permitting.
 - c) As of April 2024, project is at 15% completion. Project completion date is estimated for September 2026. Final design has begun.
 - d) At the end of March 2024, the project received its' second reimbursement for work from April 2023 through January 2024. We are currently continuing to gather invoices from the engineering firm to submit to DEP for reimbursement request 3.
 - e) The project is at 60% design and the permit applications have been submitted. Currently, final design is underway which includes biological process modelling, and process equipment selection.
 - f) SCHEDULE:
 - i. Projected construction start date: Sept 2024
 - ii. Projected initiations of operations date: Mid 2026
 - iii. Projected construction end date: Mid 2026

Florida Commerce [Formerly DEO]:

- 1. Rural Infrastructure Fund - Water Treatment Plant Improvements, Potable Water Studies \$147,000 (D0225)**
 - a) This grant will evaluate existing conditions, create an enhanced sampling plan, hydraulic modeling, treatability studies and alternatives analysis. Engineering firm, Dewberry, is in progress and these studies are 30% complete!
- 2. Rural Infrastructure Fund – Drainage Basin Analysis Phase II + Camera Work of Stormwater Lines \$300,000 (D0260)**
 - a) This grant will 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 Phase 1. The project aims to document all stormwater conveyance characteristic, both structural and natural, along with deficiencies of each that have contributed to localized flooding within 18 drainage basin areas totaling 310 acres in the city. The City will then prioritize repairs in areas where localized flooding is present and plan for water quality treatment at the stormwater outfalls which discharge into the Apalachicola River and Apalachicola Bay. 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
 - b) Agreement signed 2/1/24. Waiting to procure grant administration with grant continuing services procurement at July City Commission meeting. Waiting to procure engineering services with a continuing services engineering contract at the July City Commission meeting.
- 3. CDBG-DR – Avenues Stormwater Repair Project \$3,891,869 (\$29,000 City Cash Match) (M0016)**
 - a) This grant is to fund repairs and upgrades for the avenues stormwater drainage system. Dewberry is the engineering firm for this project.
 - b) Quotes received for drainage pipe inspections and route survey. Existing conditions CCTV survey was completed. The engineer received videos and reports which have been analyzed. The engineer worked with contractor to revise scope and cost for drainage pipe survey. Project information was distributed to interested stakeholders for environmental review. Tribal letters completed. Designs ready in next few months. Environmental review report continues. Survey results may create a few changes of the environmental review.
 - c) An amendment request was submitted on 5/10/2024 to add CE&I as a reimbursable task and to extend the period of performance through September 2025.
 - d) Survey is complete for the primary portion of the system and CCTV is complete; plans are under development at this time and will be finalized in coming months. Environmental outreach letters to interested stakeholders are being revised and redistributed for consistency with current planned improvements.
 - e) SCHEDULE:
 - i. Projected construction start date: January 2025
 - ii. Projected construction end date: June 2025
- 4. CDBG-DR – Hometown Revitalization \$4,400,000 (\$70,000 Private Owner Match + \$313,365 City Cash Match) (M0034)**
 - a) This grant is to revitalize the businesses and public areas in the riverfront district. This work includes private business's docks along with public docks, sidewalks, lighting, and parking areas.
 - b) A field survey continues with progress along Water and Commerce Streets with field survey work along Scipio Creek complete. Survey office work and plans ongoing. Engineer, HALFF Engineering, met with City of Apalachicola management on 2/21/2024 to review coast guard site, old fire station property, the Popham Building, and Andres Pier issues. As of March 31, 2024, Phase I Environmental Site Assessments (ESA's) were nearly complete, permitting was 15% complete, preliminary design and plans for Plan Set 1 were 20% complete (sites along Scipio Creek), and the engineer (Halff) was scheduling field review meetings for Plan Set #2 (street upgrades and amenities). Popham Building preliminary memo re: structural review was submitted to the City on 04.09.2024; this memo indicated that the building lacks the stability and integrity to make structural repairs and recommended demolition of the existing structure. A grant modification is forthcoming because several components of the project need to be removed from the scope of work.
 - c) 404 Permitting will be required. 404 Permitting is currently at a complete halt due to legal action

involving 404 permitting elsewhere in the state (unrelated to the City – this case involves a situation in south Florida). When it resumes, there will be a back-up and delays are expected. City and grant admin are concerned about 404 permitting timeline. Stakeholder outreach has started. Phase 1 ESA's are underway and nearing completion. Cultural resource surveys may be required; these are not included in the engineer's current scope of work. Additional information regarding this requirement has been requested from the engineer. Wetland delineations underway and should be completed soon. Construction to start late this year.

- d) Project information has been distributed to all stakeholders. The City submitted a scope modification request to Florida Commerce in April 2024. Certifications and liability agreements have been distributed to all owners – matching funds have been requested from owners 30-days prior to bidding the project.
- e) The engineer has submitted an amendment request for completion of a Cultural Resources Survey, which is required for permitting; this is pending City staff/legal review, after which it will be submitted for FloridaCommerce review. The engineer is working on survey drawings, environmental evaluations, permit applications, and preliminary and schematic designs.
- f) SCHEDULE:
 - i. Projected construction start date: January 2025
 - ii. Projected construction end date: September 2025

5. CDBG-DR – Hill Community Project \$935,753 (\$910,000 Funded + \$25,000 City Cash Match) (M0033)

- a) This project is to revitalize four (originally 5, one location dropped out by choice) businesses within the Hill through exterior work and renovations - each location's scope differs. This project is also to create sidewalks and lighting in the Hill area to spur economic development through walkable connectivity. Gouras and Associates is the grant administrator and CDG is the engineering firm working on the plans. Certifications for the private business owners have been prepared and sent to each owner to ensure that the program guidelines are being met by all parties. There are structural issues with a couple of the locations which may result in some scope changes in the near future.
- b) The City Commission finalized the scope of the Sidewalk & Lighting project at a special meeting on 2/20/24 after workshopping the previously approved scope. The below image shows the final scope of these improvements - these are subject to Commerce approval. The cost of materials has increased during the progression of this grant, so the priority for the funding will be sidewalks first with primary focus on MLK and the 8th Street section.



- d) Stand-alone project call with Commerce was scheduled. Currently paused on environment because scope changes will likely be necessary. Meeting with Florida Commerce occurred on 4/29/2024 to discuss re-allocating funds and potential scope changes.
- e) Florida Commerce and the City held a TA call on 4/29/2024 to discuss scope changes requested by the City. Changes to the sidewalk layout based on public feedback was discussed, as well as structural issues that have been identified for several commercial buildings. As a result of this call, the City drafted an amendment request during the reporting period. Feedback from the engineer is needed on an updated budget and schedule; the amendment request will be finalized and submitted upon receipt of this information. Additionally, revised environmental stakeholder letters were distributed on 5/3/2024.
- f) Liability Agreements were created by the City Attorney and distributed to the business owners. Project guidelines were also provided. Meetings to discuss these documents are scheduled with business owners. 2/3 project beneficiaries have submitted their signed documents. A meeting was held with the remaining property owners and FloridaCommerce to review grant requirements; as a result of this meeting, Commerce is currently reviewing one item to confirm participant eligibility. The City has continued to work with property owners to finalize agreements between the City and the Property Owner for utilization of CDBG funds for project activities. An amendment has been received from the engineer to modify the sidewalk layout; this will be submitted to Commerce for review in the coming days.
- g) SCHEDULE:
 - i. Projected construction start date: January 2025
 - ii. Projected construction end date: June 2025

6. CPTA – Workforce Housing Study \$75,000 (P0482)

- a) The City was awarded \$75,000 towards a workforce housing study that could address viable solutions to the lack of workforce housing in the area. The funding came from leftover CPTA money from the last fiscal year, so we did not know the expected timeline when applying in the fall of 2023. Unfortunately, the award was not granted until late February of 2024 with a deadline of June 2024. Procurement was attempted and even the firms that had helped put this application together were not able to meet the deadline and chose not to bid on the project. No bids were received – city staff were hopeful to award this in April.
- b) Due to no bids being received and city staff not being able to find a firm willing to meet the deadline, Commerce recommended de-obligating the funding and instead re-submitting the same application for the current open CPTA opportunity, deadline in early May. City staff is currently preparing to re-submit the Workforce Housing project for the new round of CPTA funding and are waiting for direction from the City Manager on de-obligation.
- c) The City de-obligated from this agreement on 4/29/2024. The City applied for the next round of CPTA funding on 5/6/2024.

DOS:

- 1. **DHR African American Cultural and Historical Grants - Apalachicola History & Culture African American Museum \$1,250,000 (\$1,000,000 Award, \$250,000 City Cash Matching Funds) (23.s.aa.900.039)**
 - a) This project is funding the design and construction of a one-story, 2,000SF building with elevated ceilings. Priorities include: security, storage, office space, greeting station/gift shop, breezeway to Holy Family, bathrooms, controlled lighting for displays.
 - b) There was a meeting on 1/16/2024 to show the concept direction of elevations and floor plans for the proposed museum. The third set of concepts was introduced to the City Staff, Commission, and community stakeholders. There was a presentation introducing potential site planning concepts, indoor and outdoor arrangements of display area, and potential exterior plaza configuration. Commission voted on exterior and interior layouts and designs for the museum provided by the architects. The modern style building, second floor plan, and exposed roof style were all chosen. The next phase is moving these concepts to construction documents – the architect/engineering team is in progress. See the concept design below:



- c)
- d) A public workshop is being held July 2nd for the Architect team to present the 50% plans for the site, building, and space to the City Commission and interested citizens. No action is needed at this time.
- 2. DHR NPS – HCA (Harrison-Raney) Repair & Flood Mitigation \$281,000 (21.h.fh.900.018)**
 - a) The HCA building scope of work is complete – grant has been closed out. This item will be removed from the grant report on the August report. Note: Special Category grant request for Phase II to complete additional repairs to HCA submitted to DOS. Pending review.
- 3. DHR NPS – Old City Hall Phase I \$399,916 (21.h.fh.99.006)**
 - a) The City Hall (Middlebrooks Bldg) scope of work is complete and reimbursement received. This project is closed out and will be removed from the grant report in the August report.
- 4. DHR Special Categories – Old City Hall Phase II Structural Damage \$395,000 + \$98,750 Match (24.h.sc.100.069)**
 - a) City was funded for Phase II of the repair/structural work to the old city hall building! Agreement was signed 8/8/23. Bay Media will continue with grant administration as well as 4M Design, Mark Tarmey, on the designs as allowed by DOS. This grant 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.
 - b) Phase II will install structural interior steel framing, additional 2nd floor shutters and interior/exterior masonry work, electrical, plumbing. Admin to schedule staff, architect (4M Design) and contractor (OSP) onsite meeting to finalize Phase II scope and develop construction contract.
 - c) Architect contract drafted; pending review and signature. Onsite meeting with architect/contractor June 11 to solidify scope of work.
- 5. DHR Special Categories – Old City Hall Phase III \$340,000 + \$30,000 City Cash Match (FUNDED – Waiting for Agreement)**
 - a) DOS reached out 6/18/24 to announce that this project was awarded through the FY25 Special Category Grants program. The phase III funding for City Hall will complete the second-floor structural work, interior/exterior masonry repair of second floor and will complete the mechanical and plumbing not completed in phase II for the first floor and all for the second floor. Additionally, it will provide a second-required stair access to the second level.

FEMA:

- 1. Hurricane Michael - Bodiford Park Dock Repairs (76103)**
 - a) Dewberry engineers completed the engineered plans for this project. Project construction was bid out and awarded to Coastline Clearing in the amount of \$53,824 on 4/2/24! Contracts are in progress and work should begin soon. Waiting on an extension from FEMA.
- 2. Hurricane Michael - Scipio Creek Marina Finger Dock Repairs (76103)**
 - a) Dewberry engineers completed the engineered plans for this project. Project construction was bid out and awarded to Coastline Clearing in the amount of \$74,090 on 4/2/24! Contracts are in progress and work should begin soon. Waiting on extension from FEMA.

FDEM:

- 1. HMGP Market Street Vacuum Station \$120,000 (4399-150-R) with DEO Match of \$37,500 (M0142)**
 - a) The scope of this project is for the design of a new vacuum sewage station located near intersection of Market Street and Avenue G. The purpose of this project is to provide protective measures to wastewater infrastructure of the historic downtown commercial district in Apalachicola. CPWG Madrid is 90% complete with the engineered plans for the Market Street Vacuum Station – they submitted 100% designs and permits, but there were some remaining issues/priorities in the plans pointed out by staff that are currently being remedied. Monthly meetings with Commerce continue.
 - b) The next step will be to submit the final deliverables for approval and evaluation of BCA for Phase II (construction) funding. We are waiting on the Engineer to deliver the final deliverables to submit to the state.
- 2. HMGP Critical Facilities Generators \$241,862 (4399-092-R) with DEO Match of \$26,064.75 (M0141)**
 - a) This grant will provide protection and storm mitigation by providing City Hall, the police, and fire department with portable generators. One will be at City Hall, the other will be shared by Police and Fire. The purpose of this project is to provide protection to a critical facility in Apalachicola. The project is for the purchase and installation of an emergency generating system to reduce and/or mitigate the damage that might otherwise occur from severe weather or other hazards.
 - b) The contract with BGN was executed and monthly progress meetings with Commerce continue – permitting is in process and general installation will begin very soon! Generators have been ordered.
 - c) The City is waiting on generators to arrive. The next step is to pour concrete and install electrical.
 - d) Work has begun on this project. The only delay is the generator delivery. Some sizes are back ordered. The end goal is to have both generators installed by October 2024 pending no further shipping delays.
- 3. HMGP Wastewater Vacuum Station Portable Generator \$170,000 (4486-007-R)**
 - a) For purchase and setup of an emergency generator system to reduce and/or mitigate the damage that might otherwise occur from severe weather or other hazards at the 108 Avenue F location. (The current generator is too small for the need and this will provide an appropriately sized and portable generator.)
 - b) The bid for this project came in over budget. A budget increase was requested in February, 2024. We are waiting on determination from FDEM. The contractor has guaranteed his price without an increase until June 24, 2024.

State Appropriations:

- 1. Spray Field & Solar Project \$130,000 (LPA0452)**
 - a) The original request for this award was for 150 replacement spray heads and installation of 11 solar controllers and supplementary batteries. The spray heads are \$553.00 apiece, and the solar installation costs (in total) amounts to \$87,880.00 for 22 locations.
 - b) DEP issued an amendment in April 2024 allowing for the funds to be used solely for acquisition of needed parts instead of having to hire out a contractor for the parts and install. This will allow The City to stretch the budget further and be able to buy more spray heads and install them in house – procurement is in the works as acquisition quotes will need to be obtained and approved by DEP prior to ordering. Work will be completed by 12/31/25.

2. Inflow & Infiltration Study \$300,000 (LPA0451)

- a) The City of Apalachicola has an aging infrastructure made of terra cotta pipes and faulty water lines. The City is funded to do an infiltration and inflow study - the study will assess local sources of surface water and/or groundwater prior to entering a sewage system. This will be done with typical methods such as smoke testing, dye testing, and visual inspections to locate structural defects or water stains to summarize existing data pertinent to the hydrologic conditions and hydrogeology in the study and surrounding area. This will produce a pre-design report that will detail the scope of the problem in the analysis area, outline design options, and identify the tasks required to complete a resolution to the problem by 6/30/25.
- b) Procurement is in progress.

3. Stormwater Pipe Relining & Backflow Devices - \$100,000 (LPA0140)

- a) Urban Catalyst is the procured engineer for this project. The following locations in Apalachicola will be addressed: 1) Fred Meyer Street near 18th Street just east of the intersection, where the road is sinking at a damaged pipe joint; 2) 5th Street between Avenue C and Avenue E., where the road has several areas where the pipe joints are caving in; and 3) Avenue B between 11th and 12th Street. Funding agency does not anticipate that the funding under this Agreement will result in a fully completed project, so this award will cover a portion of the work.
- b) An extension to 6/30/25 was granted – engineering is complete and the City tried to bid out the work with no responses twice – DEP agreed for us to be able to obtain quotes to move forward instead of going through the bidding process. Quotes for the final work are being acquired.

4. Avenue H Parking Lot \$135,013 (Waiting for Agreement)

- a) The 2024 legislative session funded half of the requested funding for the Avenue H Parking Lot project. This project will provide 39 parking spaces in an area with very few options for public parking and encourage additional economic activity in the downtown area. Permeable parking will also help with storm water management. Parking for local businesses will be provided - additionally, parking spaces will be provided that will be available for parking mitigation by local businesses.
- b) An agreement has not yet been received – report will be updated once the agreement has been executed.

5. Fire Hydrant Replacement Phase III \$275,000 (Waiting for Agreement)

- a) The 2024 Legislative session funded the Fire Hydrant Replacement Phase II project. The request was originally for \$550,000 to finish out the project, but only \$275,000 was funded. The City has worked over the last three years to replace 215 old and inoperable fire hydrants throughout the city. There are currently 110 fire hydrants remaining that are still in need of replacement. These new hydrants will benefit residents in close proximity in obtaining homeowners insurance, they will benefit the City with FDEP required flushing of drinking water and will benefit the all City residents with fire suppression and control. The funding should cover 55 of the remaining needed 110 hydrants.
- b) An agreement has not yet been received – report will be updated once the agreement has been executed.

ARPA:

1. American Rescue Plan - \$1,179,010

- a) The City received an award of \$1,179,010 through the SLFRF program – the City has elected to use the funding as a “standard allowance” for government services.
- b) The City Commission has been workshopping priorities for the funding – currently the City Commission is anticipating use of the funding for possible overages on the Leslie Street project and matching funds for the Battery Park Seawall grant submission. A priority list was given to the City Manager at the 2/20/24 6:00PM Workshop and quotes are being obtained for the City Commission to finalize the list of priorities for the funding. The yearly report was submitted by April 30th.

All information in this report is accurate up to 6/24/24 at 12:00PM! If you have questions regarding any of the above projects, please direct your questions to Bree Robinson – City Planner brobinson@cityofapalachicola.com.

City of Apalachicola WWTP

Monthly Report for June 2024

Some of the items that we have been working on this month are listed below.

- Recorded all required daily parameters as outlined by the permit.
- Completed all required monthly testing as outlined by the permit.
- Completed all monthly reports and submitted them on time as outlined in the permit.
- At the time this report was made, the WWTP treated and discharged 5.735mg during the month of June 2024. This still leaves 10 more days in the month for extra flow to be accounted for.
- Staff began cleaning of the EQ basin of an excess growth of algae, however the trash pump that we were using broke down and this caused a delay in the cleaning till the pump was repaired later.
- Staff have completed the bi-annual testing of cryptosporidium and giardia during the month of June 2024. The sample passed the tests and results will be sent to the respective departments as required.
- We did not have to use our reject pond during the month of June.
- Staff have continued to keep the grounds cut and presentable at the WWTP. Inmates with Public Works have been weed eating on the property.
- Staff has placed concrete on edge of the reject pond liner to help in holding down the liner during heavy winds. We have plans to place dirt on the remaining eroded areas around the pond.
- Staff have continued to work in the spray fields using the mulcher and the bush hog as well. The John Deere 5085e has been brought back after being worked on at Beard Equipment.
- The on-site diesel fuel tank at the WWTP has been filled and is ready for use if a storm causes any power failures and the generator must be run for an extended period.
- Staff used the 2" trash pump to remove sludge that is in the existing digester located behind the office. The sludge has been being put in one of the drying beds to dry and then is being removed and hauled to the Franklin County Landfill for disposal. This will continue until the vessel is empty.
- Staff cleaned and put fresh sand in some of the drying beds to keep them in working condition.
- Staff took apart the Huber headworks screen and removed the buildup of rags and debris from the auger shaft in the head of the unit. This will need to be completed on a monthly routine to keep the unit in normal operation. This unit will need to have some work done to it in the upcoming weeks

for routine maintenance of normal wear and tear parts to keep from damaging more costly parts of the unit.

- Staff have continued to make roadways and monitoring wells accessible in and around the spray fields.
- Staff have hauled several loads of sludge to the Franklin County Landfill this month.
- The operator trainee that we have (Colin Wefing) has completed all the required course work material for the Class C training and has sent in all the required paperwork to be scheduled to take the State of Florida exam in the upcoming weeks. Once the exam is taken and a passing grade is achieved, he will be working to get the required hours needed before being able to apply for the license.
- Staff have repaired both 2” trash pumps that we use for sludge transfer and cleaning the EQ tank. Both are operational currently.
- Staff have arranged for the repair of the third filter feed pump that needed repair as outlined in the last DEP inspection from 2022. This pump and motor should be installed in the upcoming weeks.
- Staff have repaired a chlorine line on one of the cl2 pumps at the WWTP. This was causing a small leak and was fixed as soon as it was found.
- Staff have replaced two spigots at the WWTP office that were damaged.
- Staff worked on one of the trucks to replace spark plugs, wires, and a damaged coil to keep the vehicle in operation. This was done to save money from being spent at a shop for basic repairs.
- Staff are working towards getting a list of items together that will need to be fit into the upcoming budget discussions.

City of Apalachicola public works monthly report June 2024

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. And set community center up for monthly meetings.

- Collect garbage 3 times a week downtown and parks this includes city garbage cans.
- cut and cleaned ditches 24th St.
- completed 14 work orders.
- Cut and removed dead palm tree on 10th St.
- Cleaned ditch on Ave d.
- Cleaned storm drains on bay Ave. and Ave. B, C, and D.
- Replaced broke board on battery park pier.
- Assembled and put signs up at varies parks and buildings around town.
- Replaced brakes on city vehicle.
- Removed and hauled several loads of debris from the city cemetery.
- Repaired and fixed lock on library door that would not lock.
- Had city dump truck repaired and brought up to d.m.v. safety rules.
- Cleaned all a/c filters or replaced at city buildings.
- Assisted contractors putting time clocks in all departments.
- Painted header wall in front sidewalk at the rainy house.
- Cut and removed tree that fell on 13th St., patched side walk down town.

Building Department Report June 2024

| Jurisdiction | Permit Type | Assessed To | Fee Type | Amount Paid | Transaction Type | Cashier | Receipt Number | Payment Method |
|--------------|------------------|--------------|---------------------------|-------------|------------------|---------------|----------------|----------------|
| Apalachicola | Plumbing Permit | 24AP-P0010 | Plumbing - Residential | \$100.00 | Payment | Reynold Nippe | 1964 | Check |
| Apalachicola | Plumbing Permit | 24AP-P0010 | DBPR (manual) | \$2.00 | Payment | Reynold Nippe | 1964 | Check |
| Apalachicola | Plumbing Permit | 24AP-P0010 | DCA (manual) | \$2.00 | Payment | Reynold Nippe | 1964 | Check |
| Apalachicola | Air Conditioner | 24AP-AC0017 | HVAC - Residential | \$100.00 | Payment | Reynold Nippe | 1963 | Credit Card |
| Apalachicola | Air Conditioner | 24AP-AC0017 | DBPR (manual) | \$2.00 | Payment | Reynold Nippe | 1963 | Credit Card |
| Apalachicola | Air Conditioner | 24AP-AC0017 | DCA (manual) | \$2.00 | Payment | Reynold Nippe | 1963 | Credit Card |
| Apalachicola | Commercial Major | 24AP-CMA0002 | New -Structure Commercial | \$4,566.00 | Waiver | Reynold Nippe | 1962 | Waived |
| Apalachicola | Commercial Major | 24AP-CMA0002 | DBPR (manual) | \$45.66 | Waiver | Reynold Nippe | 1962 | Waived |
| Apalachicola | Commercial Major | 24AP-CMA0002 | DCA (manual) | \$68.49 | Waiver | Reynold Nippe | 1962 | Waived |
| Apalachicola | Misc. Other | 24AP-MO0004 | Other - Commercial | \$100.00 | Payment | Reynold Nippe | 1961 | Credit Card |
| Apalachicola | Misc. Other | 24AP-MO0004 | DBPR (manual) | \$2.00 | Payment | Reynold Nippe | 1961 | Credit Card |
| Apalachicola | Misc. Other | 24AP-MO0004 | DCA (manual) | \$2.00 | Payment | Reynold Nippe | 1961 | Credit Card |
| Apalachicola | Electric Permit | 24AP-E0017 | Electrical - Residential | \$100.00 | Payment | Reynold Nippe | 1959 | Credit Card |
| Apalachicola | Electric Permit | 24AP-E0017 | DBPR (manual) | \$2.00 | Payment | Reynold Nippe | 1959 | Credit Card |
| Apalachicola | Electric Permit | 24AP-E0017 | DCA (manual) | \$2.00 | Payment | Reynold Nippe | 1959 | Credit Card |
| Apalachicola | Plumbing Permit | 24AP-P0009 | Gas - Residential | \$100.00 | Payment | Reynold Nippe | 1960 | Credit Card |
| Apalachicola | Plumbing Permit | 24AP-P0009 | DBPR (manual) | \$2.00 | Payment | Reynold Nippe | 1960 | Credit Card |
| Apalachicola | Plumbing Permit | 24AP-P0009 | DCA (manual) | \$2.00 | Payment | Reynold Nippe | 1960 | Credit Card |
| Apalachicola | AC/Furnace | 24AP-AF0004 | HVAC - Residential | \$100.00 | Payment | Reynold Nippe | 1957 | Credit Card |
| Apalachicola | AC/Furnace | 24AP-AF0004 | DBPR (manual) | \$2.00 | Payment | Reynold Nippe | 1957 | Credit Card |
| Apalachicola | AC/Furnace | 24AP-AF0004 | DCA (manual) | \$2.00 | Payment | Reynold Nippe | 1957 | Credit Card |

| | | | | | | | | |
|--------------|---------------------|-------------|--------------------------|----------|---------|---------------|------|-------------|
| Apalachicola | Commercial Re-Roof | 24AP-CR0007 | Re-Roof Comm | \$90.00 | Payment | Reynold Nippe | 1956 | Check |
| Apalachicola | Commercial Re-Roof | 24AP-CR0007 | DBPR (manual) | \$2.00 | Payment | Reynold Nippe | 1956 | Check |
| Apalachicola | Commercial Re-Roof | 24AP-CR0007 | DCA (manual) | \$2.00 | Payment | Reynold Nippe | 1956 | Check |
| Apalachicola | Residential Re-Roof | 24AP-RR0010 | Roof/Re-roof Residential | \$100.00 | Payment | Reynold Nippe | 1955 | Credit Card |
| Apalachicola | Residential Re-Roof | 24AP-RR0010 | DBPR (manual) | \$2.00 | Payment | Reynold Nippe | 1955 | Credit Card |
| Apalachicola | Residential Re-Roof | 24AP-RR0010 | DCA (manual) | \$2.00 | Payment | Reynold Nippe | 1955 | Credit Card |

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| | | | | | | | | |
|--------------|------------------------|-------------|-----------------------------------|------------|---------|---------------|------|-------------|
| Apalachicola | Plumbing Permit | 24AP-P0008 | Plumbing - Residential | \$100.00 | Payment | Reynold Nippe | 1954 | Credit Card |
| Apalachicola | Plumbing Permit | 24AP-P0008 | DBPR (manual) | \$2.00 | Payment | Reynold Nippe | 1954 | Credit Card |
| Apalachicola | Plumbing Permit | 24AP-P0008 | DCA (manual) | \$2.00 | Payment | Reynold Nippe | 1954 | Credit Card |
| Apalachicola | Detached Single Family | 24AP-RB0020 | Building Permit Fee - Residential | \$2,541.24 | Payment | Reynold Nippe | 1952 | Credit Card |
| Apalachicola | Detached Single Family | 24AP-RB0020 | Plan Review Residential | \$299.25 | Payment | Reynold Nippe | 1952 | Credit Card |
| Apalachicola | Detached Single Family | 24AP-RB0020 | DBPR | \$42.61 | Payment | Reynold Nippe | 1952 | Credit Card |
| Apalachicola | Detached Single Family | 24AP-RB0020 | DCA | \$28.40 | Payment | Reynold Nippe | 1952 | Credit Card |
| Apalachicola | Air Conditioner | 24AP-AC0016 | DBPR (manual) | \$2.00 | Payment | Reynold Nippe | 1950 | Credit Card |
| Apalachicola | Air Conditioner | 24AP-AC0016 | HVAC - Residential | \$100.00 | Payment | Reynold Nippe | 1950 | Credit Card |
| Apalachicola | Air Conditioner | 24AP-AC0016 | DCA (manual) | \$2.00 | Payment | Reynold Nippe | 1950 | Credit Card |
| Apalachicola | Residential Remodel | 24AP-RB0021 | DCA (manual) | \$2.00 | Payment | Reynold Nippe | 1949 | Check |
| Apalachicola | Residential Remodel | 24AP-RB0021 | DCA (manual) | \$2.00 | Payment | Reynold Nippe | 1949 | Check |
| Apalachicola | Residential Remodel | 24AP-RB0021 | Other - Residential | \$100.00 | Payment | Reynold Nippe | 1949 | Check |

| | | | | | | | | |
|--------------|-----------------|-------------|--------------------|----------|---------|---------------|------|-------------|
| Apalachicola | Air Conditioner | 24AP-AC0014 | DBPR (manual) | \$2.00 | Payment | Reynold Nippe | 1948 | Credit Card |
| Apalachicola | Air Conditioner | 24AP-AC0014 | HVAC - Residential | \$100.00 | Payment | Reynold Nippe | 1948 | Credit Card |
| Apalachicola | Air Conditioner | 24AP-AC0014 | DBPR (manual) | \$2.00 | Payment | Reynold Nippe | 1948 | Credit Card |

Payment type breakdown

| | | | |
|-----------------------|------------|---------------------------|------------|
| Subtotal | \$8,829.65 | Fees paid by Credit Cards | \$3,859.50 |
| Fees Waived | \$4,680.15 | Permits | \$60.61 |
| Total Received | \$4,149.50 | Due DBPR | \$46.41 |
| | | Due DCA | |
| Bldg Dept Permit Fees | | Fees paid by Checks | \$290.00 |
| Owed to DBPR | \$66.61 | Permits | \$6.00 |
| Owed to DCA | \$52.40 | Due DBPR | \$6.00 |
| Net to Bldg Dept | \$4,030.49 | Due DCA | \$6.00 |



CITY OF APALACHICOLA

CODE ENFORCEMENT

192 Coach Wagoner Blvd * Apalachicola, Florida 32320 * 850-653-8222

CODE ENFORCEMENT OFFICE

May 2024

16 Tree Permits

5 Fill permits

Daily Phone Inquiries & Emails Answered

Daily inspections

Attend monthly P&Z and City Commission meetings

Code Violation Issues:

- Short-term Rentals (4) – residential – 2 to Clerk of Court; 2 resolved
- RV (4) – 1 in process
- Nuisance (Trash, waste, burning, etc.) (0), Resolved
- Encroachment issues (4) on-going
- Multiple complaints and questions about various code enforcement

Work with Building Department Permit Clerk to transition Sign, Fill and Fence permitting to Building Department. Code Enforcement will maintain Landscaping (No Fee Fill) permitting and Repair/Replacement-less than 50% Fence (No Fee Fence) permitting.

Collaborate with City Clerk to send out renewal notices for Business Licenses (mandated by State Statute to be out by July 1st this year).

| Permit Type | Property Address | Application Date | Permit Issuance Date | Issued By | Permit Status | Total Fees Paid | Description of Work |
|-------------|---|------------------|----------------------|--------------|---------------|-----------------|--|
| Fill Dirt | 71 13th Street, Apalachicola, FL 32320 | 04/17/2024 | 05/01/2024 | Pamela Erwin | Completed | \$100.00 | re-do driveway |
| Fill Dirt | 168 21st Avenue , Apalachicola, FL 32320 | 06/13/2023 | 05/01/2024 | Pamela Erwin | Completed | | Landscaping: circular driveway - crushed oyster shell; elevated wooden walkway (5") to steps |
| Fill Dirt | 39 7th Street, Apalachicola, FL 32320 | 05/02/2024 | 05/02/2024 | Pamela Erwin | In Progress | | See drawings attached to permit application |
| Fill Dirt | 167 22nd Avenue, Apalachicola, FL 32320 | 05/13/2024 | 05/13/2024 | Pamela Erwin | Completed | \$100.00 | 2.5 dumptruck loads of dirt for yard; removed 1 dumptruck load prior to construction. |
| Fill Dirt | 343 25th Avenue, Apalachicola, FL 32320 | 05/13/2024 | 05/14/2024 | Pamela Erwin | Completed | \$340.00 | #57 gravel around mobile home according to engineer's plans/drawings |
| Tree | 238 Atlantic Avenue, Apalachicola, FL 32320 | 02/21/2024 | 05/02/2024 | Pamela Erwin | Completed | | removal of storm-damaged limb (lightning). Applicant has letter from certified arborist, Trent Wheeler |
| Tree | 257 Hwy 98, Apalachicola, FL 32320 | 05/02/2024 | 05/06/2024 | Pamela Erwin | Completed | \$75.00 | trim or removal of magnolia tree adjacent to garage |
| Tree | 89 Ave D, Apalachicola, FL 32320 | 05/06/2024 | 05/06/2024 | Pamela Erwin | Completed | | Light trimming Live Oak and two sabal palms |
| Tree | 156 Sawyer Lane, Apalachicola, FL 32320 | 05/08/2024 | 05/08/2024 | Pamela Erwin | Completed | \$85.00 | removal of slash pine in way of shed construction. |
| Tree | 350 25th Ave, Apalachicola, FL 32320 | 05/23/2024 | 05/23/2024 | Pamela Erwin | Completed | \$85.00 | remove slash pine tree |
| Tree | 107 Ave D, Apalachicola, FL 32320 | 05/23/2024 | 05/23/2024 | Pamela Erwin | In Progress | | trimming of two live oak trees in City ROW |
| Tree | 8 Sunset Circle, Apalachicola, FL 32320 | 05/23/2024 | 05/24/2024 | Pamela Erwin | Completed | \$180.00 | remove eastern cedar tree Remove two pine trees trim one live oak tree |
| Tree (City) | 83 12th Street, Apalachicola, FL 32320 | 05/01/2024 | 05/01/2024 | Pamela Erwin | Completed | \$85.00 | remove dying red maple in ROW |

| | | | | | | |
|-------------|--|------------|------------|--------------|-------------|--|
| Tree (City) | 75 5th Street, Apalachicola, FL 32320 | 03/27/2024 | 05/01/2024 | Pamela Erwin | Completed | removed diseased sabal palm tree |
| Tree (City) | 192 Ave B (Alley between 190 & 192 Ave B at the Bay), Apalachicola, FL 32320 | 05/02/2024 | 05/02/2024 | Pamela Erwin | In Progress | removal of a slash pine and an unprotected tree in City ROW that are declining and an imminent hazard. |
| Tree (City) | 194 11th Street, Apalachicola, FL 32320 | 05/02/2024 | 05/02/2024 | Pamela Erwin | Completed | Slash pine in the alley, imminent hazard |
| Tree (City) | 123 8th Street, Apalachicola, FL 32320 | 04/30/2024 | 05/08/2024 | Pamela Erwin | Completed | removal of dying pecan tree |
| Tree (City) | Corner of Ave I and 14th Street, Apalachicola, FL 32320 | 05/08/2024 | 05/08/2024 | Pamela Erwin | Voided | slash pine in decline; hazard to buildings. Removal |
| Tree (City) | 443 24th Avenue, Apalachicola, FL 32320 | 05/08/2024 | 05/08/2024 | Pamela Erwin | Completed | remove two pine trees in city ROW |
| Tree (City) | 92 Ave E Chestnut Cemetery, Apalachicola, FL 32320 | 03/12/2024 | 05/08/2024 | Pamela Erwin | Completed | removal of Palm with LBD |
| Tree (City) | 270 Acola Street, Apalachicola, FL 32320 | 04/04/2024 | 05/08/2024 | Pamela Erwin | Completed | removal of dead oak tree (trunk only) in city ROW |

Apalachicola Margaret Key Public Library Turns the Page on June 2024



Library hours are 10am to 6pm Monday – Friday, and Sundays from 12pm to 4pm.

We are YOUR City of Apalachicola Library.

Come sign up for your FREE Apalachicola library card. Any library offering is FREE to the public.

Follow us on Facebook or Instagram @Apalachicolapubliclibrary for the latest!

June 2024 Statistics:

- 1,945 patrons visited our library -18 new accounts opened - 159 patrons used our computers
- 715 books/movies/audiobooks circulated - 513 items donated to the library - \$602.16 collected as library revenue - 125 hours donated by our wonderful volunteers - 26,429 people reached on social media (!)

Adventure abounds at the library! We've been celebrating reading in the library around the theme of 'adventure' this summer! Major thanks go out to the organizations hosting adventure activities with us, including the Franklin County UF/IFAS Extension office, St. George Island State Park, and Animal Tales LLC out of Tallahassee and Pensacola. We also thank our volunteers leading other activities, including: Joy Floyd, Hailey Gay, Jerry Hurley, Connie Justice, and Richard Lenhart. We've had lessons in learning to use a map and compass, DIY fruit creations for yummy snacking, wilderness survival talks, adventure board games, sign language, basket weaving, spooky stories, and an incredible show of animals from 6 different continents!

All our library programs are FREE to the public, and available to all ages. Beyond activities, summer is also a great time to start a new reading habit. Pop in to use our summer reading logs to track your reading and earn goodies from our library treasure chest. Explore our shelves for those beach reads, or take on a thriller... A book is always a good reason to stay in and keep out of the heat! We can find you books for new hobbies or interests, books to learn more about regional landmarks, historical affairs, local culture— if you've been meaning to check out a subject, check us out, first. Whether for a peaceful afternoon, or a fun event in the library, we are here for whatever you feel like diving into this summer! Swing by or follow us online for your own monthly calendar of events!

Your City of Apalachicola Library helps with reading, writing, and learning, and offers a suite of print/copy/scan/fax/and notary services. We loan FREE books, movies, puzzles, board games, and items from our Library of Things. We offer FREE audio books, e-books, and digital magazines through the Libby app, & FREE streaming TV shows and movies through the Kanopy app. We also have a Book sale space on-site with FREE magazines. All donations go to our Friends of the Library 501c3 nonprofit, the Patrons of the Apalachicola Library Society (PALS). We also offer Yoga weekly on Mondays @ 6:15pm, Homework Help (FREE tutoring!) by appointment, and Bring Me A Book Franklin hosts 'Books for Babies' weekly on Tuesday mornings @ 10:30am. Our once-a-month book club meets each 3rd Wednesday @ 6pm, and Fly-fishing fly-tying meets each 3rd Thursday @ 4. Do you have a club you'd like to start in the library? Want to know more about a program? Is there a book or item you need?

Call: 850-653-8436 or email: apalachicolalibrary@gmail.com

Happy July!

Isel Sánchez-Whiteley & Barbara 'Nissie' McNair, Library Assistants
Lucy Carter, Library Director

APALACHICOLA POLICE DEPARTMENT

June 2024

June marked the end of the renovation of the police department. We now have upgraded flooring, new paint and some new furniture! Lizzette and Ashley went to project impact and gave out cookies and ice cream to the kids and did face painting! Lt. Davis and Sgt. Smith, along with FCSO, GCSO and PD were involved in a high-speed chase with speeds that exceeded 140mph! Sgt. Smith assisted with a vehicle unlock with a 3 year old child inside. We have recently acquired a new mobile electronic speed limit sign, we are awaiting the new trailer for it and it will be up and seen around the city!

June Totals

| | | |
|---|-----|-----|
| Traffic Stops/ Warnings/ citations | 20 | |
| Arrests/ Warrant Requests | 5 | |
| Traffic Accidents | 2 | |
| Burglary/Theft calls | 3 | |
| Assist Citizens/ Complaints/investigations | | 630 |
| Trespass Warnings/agreements | 12 | |
| Business alarm calls/building checks/welfare checks | | 430 |
| assist county call/other agencies | 30 | |
| Assist Animal control | 1 | |
| Domestic cases involving violence/disturbance calls | | 0 |
| | | |
| Total calls from dispatch | 800 | |

APALACHICOLA VOLUNTEER FIRE/RESCUE

MONTHLY REPORT

April 2024
25 calls
~~Fire Dept.~~

| | | | |
|------------------------|-------------|-----------------------|-------------|
| 1. Accidents | <u>3</u> | 7. Gas Leaks | <u> </u> |
| 2. Lift Assists EMS | <u>16</u> | 8. Life Flight | <u>2</u> |
| 3. Bi-Monthly Meetings | <u>2</u> | 9. Search/Rescue | <u> </u> |
| 4. Brush Fires | <u> </u> | 10. Training | <u> </u> |
| 5. House Fires | <u>2</u> | 11. Transformer Fires | <u> </u> |
| 6. Vehicle Fires | <u> </u> | 12. Vessel Fires | <u> </u> |

1st Responder calls 36

Firefighter Attendance

| | | | |
|--------------------|-------------|--------------------|-------------|
| 1. George Watkins | <u>6</u> | 11. | <u> </u> |
| 2. Fonda Davis | <u>5</u> | 12. Avery Scott | <u>1</u> |
| 3. Ginger Creamer | <u>23</u> | 13. | <u> </u> |
| 4. Albert Floyd | <u>5</u> | 14. | <u> </u> |
| 5. Rhett Butler | <u>4</u> | 15. Anthony Croom | <u>3</u> |
| 6. Bruce Hoffman | <u>4</u> | 16. Amy Cabrera | <u>4</u> |
| 7. Palmer Philyaw | <u>0</u> | 17. Ricky Linton | <u>7</u> |
| 8. | <u> </u> | 18. Shannon Segree | <u>7</u> |
| 9. Troy Segree | <u>18</u> | 19. Adam Joseph | <u>9</u> |
| 10. Rick Hernandez | <u>0</u> | 20. Craig Gibson | <u>10</u> |

Additional Notes:

Recorded by: _____

Date: _____

APALACHICOLA VOLUNTEER FIRE/RESCUE

MONTHLY REPORT

May 2024
27 calls
FIRE Dept.

| | | | |
|------------------------|-------------|-----------------------|-------------|
| 1. Accidents | <u>1</u> | 7. Gas Leaks | <u> </u> |
| 2. Lift Assists EMS | <u>11</u> | 8. Life Flight | <u>2</u> |
| 3. Bi-Monthly Meetings | <u>2</u> | 9. Search/Rescue | <u> </u> |
| 4. Brush Fires | <u>2</u> | 10. Training | <u>1</u> |
| 5. House Fires | <u> </u> | 11. Transformer Fires | <u> </u> |
| 6. Vehicle Fires | <u>2</u> | 12. Vessel Fires | <u> </u> |

1st Responder calls 36

Firefighter Attendance

| | | | |
|--------------------|-------------|--------------------|-------------|
| 1. George Watkins | <u>9</u> | 11. | <u> </u> |
| 2. Fonda Davis | <u>6</u> | 12. Avery Scott | <u>1</u> |
| 3. Ginger Creamer | <u>24</u> | 13. | <u> </u> |
| 4. Albert Floyd | <u>7</u> | 14. | <u> </u> |
| 5. Rhett Butler | <u>2</u> | 15. Anthony Croom | <u>5</u> |
| 6. Bruce Hoffman | <u>5</u> | 16. Amy Cabrera | <u>3</u> |
| 7. Palmer Philyaw | <u>0</u> | 17. Ricky Linton | <u>9</u> |
| 8. | <u> </u> | 18. Shannon Segree | <u>7</u> |
| 9. Troy Segree | <u>26</u> | 19. Adam Joseph | <u>6</u> |
| 10. Rick Hernandez | <u>0</u> | 20. Craig Gibson | <u>5</u> |

Additional Notes:

Recorded by: _____

Date: _____