

REGULAR MEETING  
APALACHICOLA CITY COMMISSION  
TUESDAY, JUNE 8, 2021 - 6PM  
BATTERY PARK COMMUNITY CENTER  
1 BAY AVE., APALACHICOLA, FLORIDA 32320

**Agenda**

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

**I. Call to Order**

- Invocation
- Pledge of Allegiance

**II. Agenda Adoption**

**II. Unfinished Business**

1. Electric Vehicle Charger Relocation (Duke Energy)
2. Proposed Battery Park Ordinance

**IV. New Business**

1. Fence Ordinance First Reading
2. FDOT John Gorrie Bridge Right-Of-Way Lease Resolution
3. Resolution related to Mayor Begos' absences due to illness

**V. Public Comment**

**VI. Mayor and Commissioner Comments**

1. Update on Consent Orders and Our Response - Mayor
2. Training Needs (Staff and Manager) – Mayor
3. Budget Suggestion – Additional FT Employees
4. Chris Holley's Role

**VII. City Manager Communications**

1. Surplus Auction Update
2. Denton Cove Update

**IIIX. Attorney Dan Hartman Communications**

**IX. Finance Director Leo Bebeau Communications**

1. Fire Hydrant Update
2. Grant Update
3. Seawall Update
4. Financial

**X. Consent Agenda**

**A. Meeting Minutes Adoption** – May 4, 2021 Special Meeting; May 4, 2021 Regular Meeting; May 18, 2021 Special Meeting -3:00pm; May 18, 2021 Special Meeting – 4:00pm; and May 25, 2021 Special Meeting Minutes

**B. Planning & Zoning** – May 10 2021

**XI. Department Reports**

**XII. Adjournment**

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



**APALACHICOLA CITY COMMISSION  
REQUEST FOR BOARD ACTION  
Meeting Date: June 8, 2021**

**SUBJECT:** Relocation of Duke Energy's EV Charging Station

**AGENDA INFORMATION:**

**Agenda Location:** Unfinished Business  
**Item Number:** 1  
**Department:** Administration  
**Presenter:** Travis Wade

**BRIEF SUMMARY:** Duke Energy Representatives propose removing the 50kw charging station from the parking space adjacent to the Chamber of Commerce, and replacing it with two 100kw charging stations in the City's parking lot located on Market Street and Avenue I (near the Servicemen Statue). The new charging stations will charge at twice the speed of the station being replaced

**RECOMMENDED MOTION AND REQUESTED ACTIONS:** Approve

**FUNDING SOURCE:** N/A

**ATTACHMENTS:** Map

**STAFF'S COMMENTS AND RECOMMENDATIONS:**



Big Bend Scenic Byway Coastal Trail

Commerce St

Ave G

Water St

Market

Commerce St

Water St

Water Street Loft  
On the Water in...

Up The Creek Raw Bar  
Takeout

Bowers Inn

Ave G

Random Gate  
Home goods store

Honey Hotel

Market



**APALACHICOLA CITY COMMISSION  
REQUEST FOR BOARD ACTION  
Meeting Date: June 8, 2021**

**SUBJECT:** Proposed Battery Park Ordinance

**AGENDA INFORMATION:**

**Agenda Location:** Unfinished Business  
**Item Number:** 2  
**Department:** Battery Park  
**Presenter:** Commissioner Elliott

**BRIEF SUMMARY:** The proposed Battery Park Ordinance is being submitted for Commission review and consideration for a first reading at the July regular meeting.

**RECOMMENDED MOTION AND REQUESTED ACTIONS:** Approve the draft and schedule first reading.

**FUNDING SOURCE:** N/A

**ATTACHMENTS:** Draft Ordinance

**STAFF'S COMMENTS AND RECOMMENDATIONS:**

ORDINANCE NO. 2021-  
BATTERY PARK MARINA ORDINANCE

AN ORDINANCE ~~OF BY~~ THE CITY ~~COMMISSION OF THE CITY OF~~ APALACHICOLA, FLORIDA, REPLACING IN WHOLE ORDINANCE NO. ~~(S)~~ 91-9 AND 2003-01;

~~DESIGNATES~~ ESTABLISHING RULES, REGULATIONS, AND FEES TO BE CHARGED FOR THE USE OF BATTERY PARK MARINA;

PROVIDING FOR TEMPORARY PARKING OF CAMPERS AT THE BATTERY PARK POINT;

PROVIDING FOR TIMELY REPORTING OF FEES COLLECTED; PROVIDING FOR SEVERABILITY;

AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

~~BE IT ENACTED BY THE PEOPLE OF THE PEOPLE OF THE CITY OF APALACHICOLA, FLORIDA:~~

**SECTION 1: THE HARBORMASTER**

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

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

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

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

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

**SECTION 2: BATTERY PARK MARINA SLIP RENTALS**

The following fees and rules are hereby imposed:



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~~(a).~~ The applicable rental Fees and Charges are as set forth in Exhibit attached hereto and incorporated herein. ~~\$100 per month shall be charged for all vessels up to 30 feet in length.~~

~~(b).~~ ~~In addition to 2(a), vessels in excess of 30 feet shall be assessed an additional monthly slip rental fee of \$5 per foot, per month.~~

~~(c).~~ ~~Slip tenants whose vessel is not registered in Franklin County and is not a resident of The City of Apalachicola will be charged an additional monthly fee of \$75.~~

~~(d).~~ ~~A slip tenant may connect to City utilities for a monthly utility fee of \$25.~~

~~(e).~~ Any dockage, launching, or permit fees shall be collected in advance and no refunds shall be issued.

~~(f).~~ Marina Tenants shall pay a charge of \$25 for each ~~check~~ returned check, added to the following months bill and are subject to eviction upon 60 days of non-payment of slip rental.

~~(g).~~ Floating structures as defined in Section Chapter FS 327.02, F.S. are hereby prohibited from docking at Battery Park Marina. Any floating structure currently docked in the Battery Park Marina may lawfully do so until December 31<sup>st</sup>, 2021.

~~(h).~~ Transient vessels engaged in navigation may rent an unoccupied slip for up to 21 days at a daily rate.

~~(i).~~ Marina Tenants paying their annual rent in full will be given a 10% discount on slip rental fees.

~~(j).~~ There shall be no live-aboard vessels as defined in Section 327.02, F.S. berthed at the Marina without express, written authorization from the Harbormaster. No vessel berthed within the Marina may function as transient rental accommodations.

~~(k).~~ Slip tenants shall not store supplies, materials, accessories, or other personal property upon, or make any changes, alterations, or unauthorized additions to the docks, catwalks, seawalls, or other features of the Marina.

~~(l).~~ Piers shall be kept in orderly, safe, and sanitary conditions at all times by slip tenants. Driving, riding, storing, or permitting any motorized vehicle on the piers is prohibited, with the exception of motorized wheelchairs. Hoses and electric cables should be marine grade when applicable and not run across docks. Open fires or charcoal grills are not permitted to be used upon Marina grounds, docks, piers, or vessels within the Marina.

~~(m).~~ Any contract shall be subject to termination for tampering or altering of utility meters, boxes, or connections without express written authorization from the Harbormaster.

~~(n).~~ The City reserves the Right to terminate the contract of any tenant that has not had their vessel in their slip for a period of six months.

~~(o).~~ Subleasing of a space or permitting any vessel not named in this permit to use the space herein is not permitted. Any other vessel mooring within this space may do so only

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

with prior permission of the Harbormaster and will be charged daily transient or monthly rate currently in effect.

~~(mp)~~ The City of Apalachicola reserves the right to terminate any contract for non-payment, or non-compliance with Marina Rules and Regulations, upon 30 day notice. Ongoing Marina Rules violations are subject to immediate terminations, after reasonable notice, from the Harbor Master.

**SECTION 3: BATTERY PARK BOAT RAMP FEES-**

- (a) ~~The applicable boat launch Fees and Charges are set forth in Exhibit A attached hereto and incorporated herein. No launch fees shall be imposed upon recreational vessels registered in Franklin County. Charter vessels shall pay an annual \$75 fee for use of Battery Park Marina Boat Ramp and associated facilities.~~
- (b) ~~Captains~~ Those that have paid ~~their~~ an annual fee will receive a decal to identify their trailer.

~~There shall be a \$125 annual fee, or a \$10 daily rate, for recreational vessels not registered in Franklin County. Individuals that have paid an annual fee shall receive a decal to identify their trailer. Charter vessels not registered in Franklin County shall pay an annual \$150 fee for use of Battery Park Marina Boat Ramp and associated facilities. Captains that have paid their annual fee will receive a decal to identify their trailer.~~

**SECTION 4: OVERNIGHT RV RENTAL FEES**

A nightly rate will be charged for self-contained campers who wish to stay at the Battery Park Marina ~~as set forth in~~ ~~(see Exhibit A attached hereto and incorporated herein.)~~ Campers must stay in designated areas as identified by the Battery Park Marina Parking Plan. No open fires or charcoal grills may be used on the campground due to wind conditions and the safety of vessels in marina and the docks. Campers are responsible for the removal of their trash.

**SECTION 5: BATTERY PARK MARINA RULES AND REGULATIONS**

The following rules and regulations are hereby imposed:

- (a) ~~No~~ major repairs of vessels shall take place on or near the Battery Park Marina, unless given express written authorization from the Harbormaster.
- (b) ~~The~~ Docking Facilities in the Battery Park Marina, including the entire border of the shoreline of Battery Park are hereby reserved only for recreational vessels and charter vessels.
- (c) ~~The~~ boarding docks of the launch shall not be used by commercial fishermen for loading or unloading of catches. Nothing in this section prevents a commercial fisherman from launching or recovering their vessel with catch on board.
- (d) ~~The~~ practice of “double docking,” or “multiple docking,” is hereby prohibited in Battery Park Marina. This practice is defined as one vessel tying up, docking, or berthing alongside another vessel which is already docked. ~~Upon two violations of this clause, the~~

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~~Harbormaster may sanction any individual or groups from use of the Battery Park Marina at their discretion.~~

(e) ~~Should a vessel sink in the Marina, the owner shall take immediate action to cause the removal of the vessel in order to prevent remove their vessel within 24 hours of receiving notice of its sinking.~~

(f) ~~Vessel owners shall remove their vessels from the Marina when a tropical storm or hurricane is projected to strike Franklin County and prior to the issuance of a hurricane watch or warning by the U.S. Weather Service. Should a vessel owner fail to remove their vessel from the Marina, the City of Apalachicola may, but shall not be obligated to, remove the vessel and/or take precautions at the Harbormaster's discretion to protect the Marina, dock and other vessels within it. Any expenses incurred in securing or removing a vessel, under this circumstance, will be charged to the tenant, at the expense of the non-compliant vessel owner. The Harbormaster shall be the sole judge of the existence of local severe weather except that, in all cases, an issuance by the U.S. Weather Service of a hurricane warning including Battery Park Marina.~~

(g) ~~Any individual or groups damaging public or private property within the Marina, whether by negligence or accident, shall be fully responsible for any and all repairs to the damaged property, in addition to rules imposed by existing law.~~

(h) ~~Pets may be brought into Battery Park Marina in accordance with local leash laws and under supervision of a responsible individual. Pets shall not be tethered and left unattended in the Marina. Pets may be kept aboard vessels or in vehicles when Humane Society Standards are adhered to. Pet owners are responsible for the removal and disposal of any waste generated by their pet. Failure to comply with this clause will result in a \$50 fine and/or sanctions imposed upon individuals or groups at the discretion of the Harbormaster.~~

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

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

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

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

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

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

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

(p-) All motor vehicles and vessels parked in the Marina ~~must meet current State Motor-Vehicle registration requirements and be in serviceable condition~~ have a valid registration and in operable condition. Marina property is ~~not~~ permitted to be used for storage of ~~slipholder~~ vehicles, vessels, or trailers as set forth in Exhibit A attached hereto and incorporated herein.

(q-) ~~Fireworks are not permitted to be launched or used upon Marina grounds.~~ Violations of the above Rules and Regulations, disorder, degradation or indecorous conduct by Owner, his/her crew, shall be cause for prompt removal of the vessel in question and termination of any lease agreement at the discretion of the Marina.

**SECTION 6: SEVERABILITY**

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

**SECTION 7: EFFECTIVE DATE**

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

First Reading on \_\_\_\_\_ :

Second Reading and Adoption on \_\_\_\_\_ :

ATTEST: \_\_\_\_\_ City Commission of the  
\_\_\_\_\_ City of Apalachicola, Florida

By: \_\_\_\_\_ By: \_\_\_\_\_  
Deborah Guillotte, City Clerk Kevin Begos, Mayor

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Daniel W. Hartman, City Attorney

ORDINANCE NO. 2021-  
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EXHIBIT A

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<u>BATTERY PARK MARINA RATE SCHEDULE</u>	
<u>SLIP RENTALS</u>	
<u>Base Rate (Vessel Registered in Franklin County)</u>	<u>\$100 per month</u>
<u>Slip Base Rate (Vessel Not Registered in</u>	<u>\$175 per month</u>

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<u>Franklin County)</u>	
<u>Vessels in Excess of 30ft</u>	<u>addtl \$5 per ft.</u>
<u>Utility Connection (Optional)</u>	<u>\$25 per month</u>
-	
<u>BOAT LAUNCH</u>	
<u>Franklin County Residents</u>	<u>Free</u>
<u>Non-Franklin County Resident Fee</u>	<u>\$10 daily or \$125 annually</u>
<u>Franklin County Charter Captains</u>	<u>\$75 annually</u>
<u>Non-Franklin County Charter Captains</u>	<u>\$150 annually</u>
-	
<u>RV PARKING</u>	
<u>Self-Contained Campers</u>	<u>\$30 per night</u>



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

**SUBJECT:** Fence Ordinance First Reading

**AGENDA INFORMATION:**

<b>Agenda Location:</b>	<b>New Business</b>
<b>Item Number:</b>	<b>1</b>
<b>Department:</b>	<b>Legal</b>
<b>Contact:</b>	<b>Dan Hartman</b>
<b>Presenter:</b>	<b>Dan Hartman</b>

**BRIEF SUMMARY:** This is the first reading the Fence Ordinance that was revised at the May 4, 2021 City Commission Meeting.

**RECOMMENDED MOTION AND REQUESTED ACTIONS:** Approve

**FUNDING SOURCE:** N/A

**ATTACHMENTS:** Fence Ordinance

**STAFF'S COMMENTS AND RECOMMENDATIONS:**



**ORDINANCE NO: 2021-02**

**AN ORDINANCE OF THE CITY OF APALACHICOLA, FLORIDA, PROVIDING FOR THE AMENDMENT OF PART II, SUBPART B, CHAPTER 111, ARTICLE III, DIVISION 4, SECTION 111-288 OF ORDINANCE NO.:(S) 2016-01, 2017-07 AND 2018-02; SUPPLEMENTARY REGULATIONS; PROVIDING FOR PURPOSE; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.**

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

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

**WHEREAS**, the purpose of this Ordinance is to clarify and enhance the City of Apalachicola’s supplementary land development regulations dealing with setbacks, visibility at intersections and fencing;

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

**Section 1. AMENDMENT OF PART II, SUBPART B, CHAPTER 111, ARTICLE III, DIVISION 4, SECTION 111-288 OF ORDINANCE NO.:(S) 2016-01, 2017-07 AND 2018-02:**

PART II – CODE

SUBPART B – LAND DEVELOPMENT CODE

CHAPTER 111 – LAND USE

ARTICLE III - ZONING

DIVISION 4. - SUPPLEMENTARY REGULATIONS

Sec. 111-288. - In general.<sup>1</sup>

- (a) Corner lots in residential districts are platted in such a manner as to change the normal yard pattern along either of the intersecting streets. ~~€~~The required front yard shall be provided across the end of the lot fronting on the street, and a yard measuring not less than 15 feet from the ~~street~~ lot line shall be provided along the full length of the lot on the side toward the intersecting street. No portion of any ~~main principal~~ or accessory building shall encroach upon the minimum setbacks of either the front or side yard fronting a street.
- (b) Visibility at intersections in residential districts. On a corner lot in any residential district, nothing shall be erected, placed, planted or allowed to grow in such manner as to materially impede vision between a height of two and one-half (2½) feet (thirty (30) inches) and ten (10) feet (one hundred twenty (120) inches) above the centerline grade of the intersecting street in the area bounded by the street lines of such corner lots and a line joining points along said street lines 50 feet from the point of the intersection.

\* \* \* \* \*

- (e) ~~Fences, Walls and Hedges. Notwithstanding other provisions of this code, fences, walls, and hedges may be permitted in any required yard, or along the edge of any wall; provided, however, that no fence, wall or hedge along the sides or front edge of any front yard shall be of such type and/or heights as to block vision required for safety of traffic over 2½ feet in height.~~

(1) Requirements applying to all zoning districts and the Historic District.

- a. Application for approval of any new fence or material alteration of an existing fence must be made in the same manner as for authorization of a building permit with a full description of materials to be used, dimensions and placement clearly stated on the plans. It is not necessary for a Landscape Architect or Engineer to draw or sign and seal the plans.
- b. Fences shall be erected on the lot of the applicant and shall not extend into a public right-of-way. Fences may be erected within the required setback area (i.e. area between the front, side, and rear property lot lines and the front, side, and rear setback lines).
- c. A fence may abut but shall not be located on any property line.

(2) All residential districts.

- a. Height, location, and design.

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<sup>1</sup> NOTE: *Struck-through language is language proposed to be deleted, Underlined language is amended language, sections that have been skipped or remain unchanged are shown as \*\*\*.*

1. If there are located utility electrical transformer banks, water towers or other facilities owned or leased by a public utility in residential zones which require the fencing of such for safety precautions, the responsible utility provider shall erect fences at least six (6) feet (seventy-two (72) inches) in height around them.
2. No fence or wall in excess of four (4) feet (forty eight 48 inches) in height shall be allowed in the front yard (for corner lots, the two sides of the lot paralleling the two streets).
3. As required in section 11-288(b) above, front-yard fences on corner lots may not exceed two and one-half (2½) feet (thirty (30) inches) in height within 50 feet of the point of intersection of two streets.
4. A fence extending from the side of a principal structure to the side lot line shall attach to the structure no closer to the front lot line than where the façade (not including any covered front porch, uncovered porch, uncovered steps, and uncovered balconies) is located. These fences shall not exceed six (6) feet (seventy-two (72) inches) in height.
5. No fence or wall in excess of six (6) feet (seventy-two (72) inches) in height shall be allowed in side and/or rear yards. These fences may begin from the rear of the principal structure facade.
6. All fence construction, repair and replacement of any section or portion thereof must be consistent with the remaining fence on the property. The intent of this section is to ensure that all fencing erected on a property is uniform and consistent in construction and appearance.

**Section 2. Severability.** If any portion of this Ordinance is declared invalid, the valid remainder hereof shall remain in full force and effect.

**Section 3. Effective Date:** This Ordinance shall become effective upon adoption.

First Reading on \_\_\_\_\_ : \_\_\_\_\_  
 Second Reading and Adoption on \_\_\_\_\_ : \_\_\_\_\_

ATTEST: City Commission of the  
 City of Apalachicola, Florida

By: \_\_\_\_\_ By: \_\_\_\_\_  
 Deborah Guillotte, City Clerk Kevin Begos, Mayor

APPROVED AS TO FORM:  
 By: \_\_\_\_\_  
 Daniel W. Hartman, City Attorney



**APALACHICOLA CITY COMMISSION  
REQUEST FOR BOARD ACTION  
Meeting Date: June 8, 2021**

**SUBJECT:** Florida Department of Transportation Gorrie Bridge Right-Of-Way Lease

**AGENDA INFORMATION:**

**Agenda Location:** New Business  
**Item Number:** 2  
**Department:** Administration  
**Presenter:** Travis Wade

**BRIEF SUMMARY:** The Florida Department of Transportation has agreed to lease the City the state right-of-way under the John Gorrie Bridge. A requirement of the lease is that the City Commission approve the attached Resolution and return it to FDOT along with the executed lease agreement.

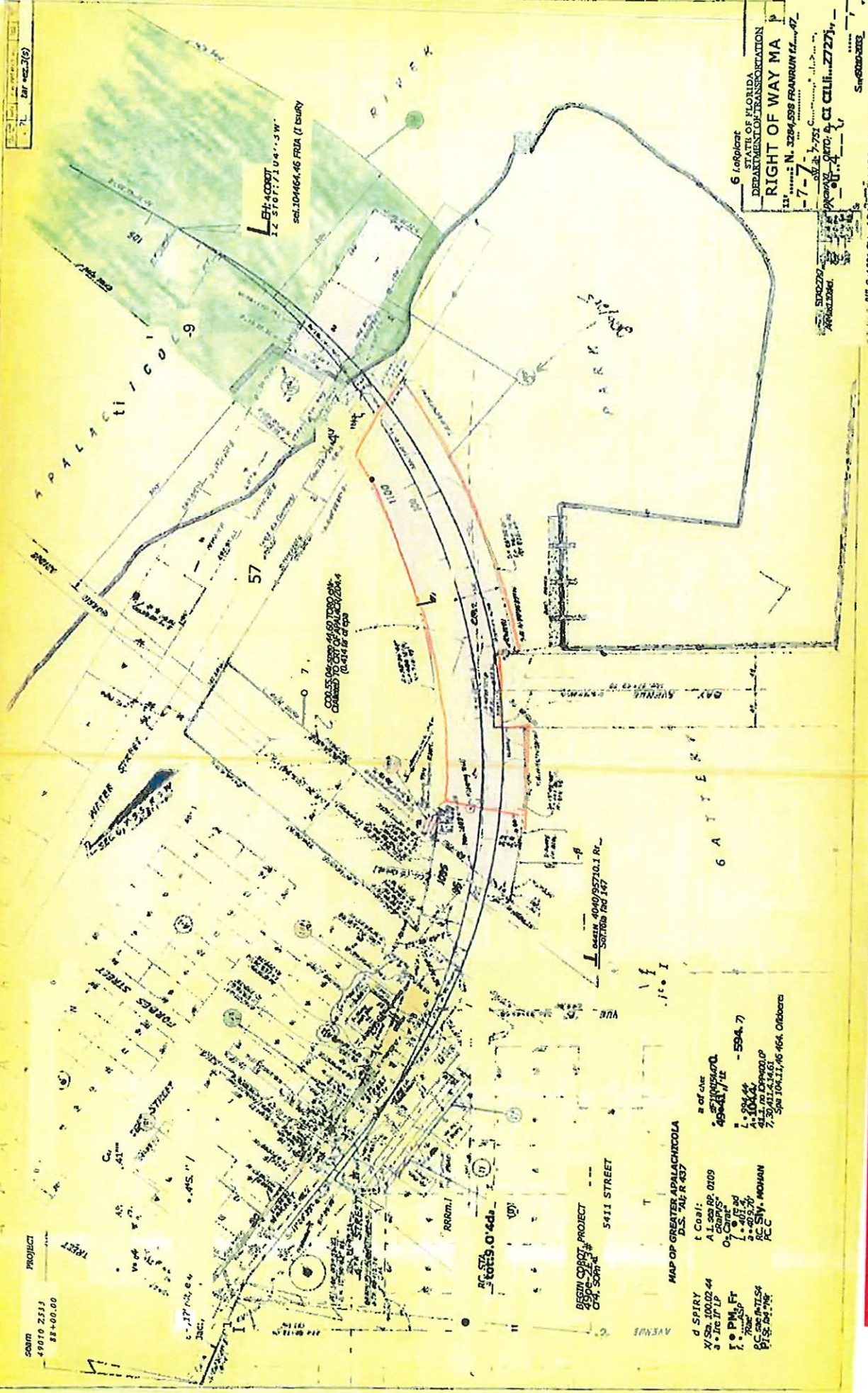
**RECOMMENDED MOTION AND REQUESTED ACTIONS:** Approve the Resolution

**FUNDING SOURCE:** N/A

**ATTACHMENTS:** Resolution 2021-07

**STAFF'S COMMENTS AND RECOMMENDATIONS:** Failure to approve the Resolution will result in the inability of the City to lease the right-of-way. Staff at the FDOT have stated to me that their intent is to prohibit parking under the bridge if the City does not lease the area. That area provides parking for users of the Battery Park Marina boat ramp.

EXHIBIT "A"



**NOTE: Lease Area Outlined in Red**

6 100 feet  
STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION  
RIGHT OF WAY MAP  
N. 3254.058 PARABOLIC CURVE  
-7-7-75  
SUCCESSION  
APPROVED  
SUCCESSION  
N° 544001 CL APALACHICOLA WATER

SCALE  
49010 2513  
88+00.00

LBH-400BT  
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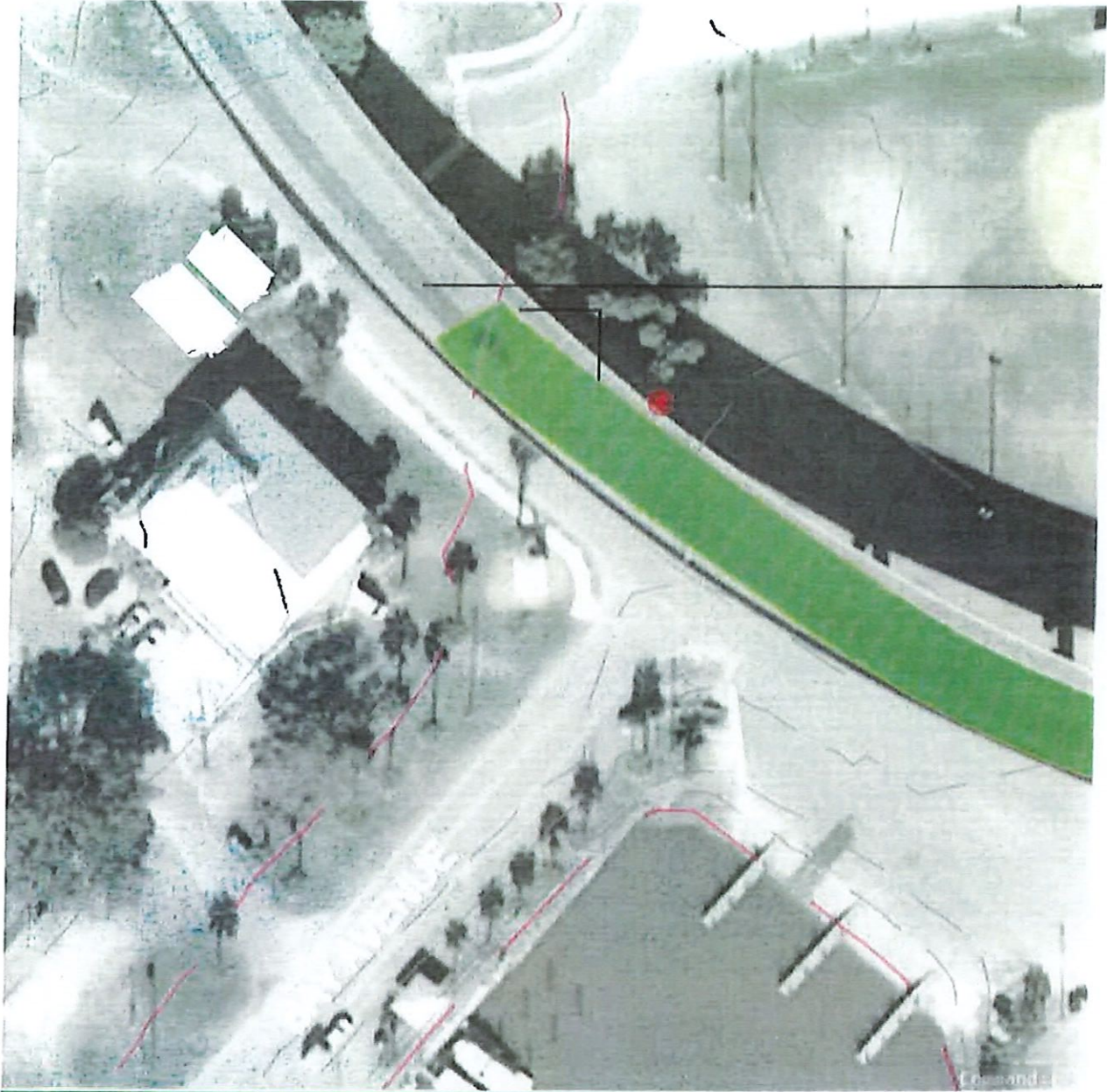
MAP OF GREATER APALACHICOLA  
D.S. 741 R 497  
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48-21-11-12  
A.L. 200.02 44  
a - 100.00 LP  
O. 200.02  
t. 200.02  
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RC SIV. MOHAN  
P.C. 200.02

BEGUN PROJECT  
CON. 500.00  
5411 STREET

RC STA. 0+44.0

L EASEN 4040/5570.1 R.C.  
500.00  
147

EXHIBIT "A"



NOTE: Green Highlighted area is lease area

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LEASE AGREEMENT**

575-060-33  
RIGHT OF WAY  
OGC - 08/08  
Page 1 of 5

ITEM/SEGMENT NO.: 49010-2533  
MANAGING DISTRICT: Three  
F.A.P. NO.: N/A  
STATE ROAD NO.: 30 (US 98)  
COUNTY: Franklin  
PARCEL NO.: Gorrie Bridge Parking Area

THIS AGREEMENT, made this 1st day of December, 2020, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, (hereinafter called the Lessor), and City of Apalachicola

(hereinafter called the Lessee).

**WITNESSETH:**

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. Property and Term. Lessor does hereby lease unto Lessee the property described in Exhibit "A", attached and made a part hereof, for a term of Fifty (50) years beginning 12/1/2020 and ending 11/30/2070. This Lease may be renewed for an additional N/A term at Lessee's option, subject to the rent adjustment as provided in Paragraph 3 below. Lessee shall provide Lessor N/A days advanced written notice of its exercise of the renewal option.

If Lessee holds over and remains in possession of the property after the expiration of the term specified in this Lease, or any renewals of such term, Lessee's tenancy shall be considered a tenancy at sufferance, subject to the same terms and conditions as herein contained in this Lease.

This Lease is subject to all utilities in place and to the maintenance thereof as well as any other covenants, easements, or restrictions of record.

This Lease shall be construed as a lease of only the interest, if any, of Lessor, and no warranty of title shall be deemed to be given herewith.

2. Use. The leased property shall be used solely for the purpose of Public Purpose Parking area with pavers. If the property is used for any other purpose, Lessor shall have the option of immediately terminating this Lease. Lessee shall not permit any use of the property in any manner that would obstruct or interfere with any transportation facilities.

Lessee will further use and occupy the leased property in a careful and proper manner, and not commit any waste thereon. Lessee will not cause, or allow to be caused, any nuisance or objectionable activity of any nature on the property. Lessee will not use or occupy said property for any unlawful purpose and will, at Lessee's sole cost and expense, conform to and obey any present or future ordinances and/or rules, regulations, requirements, and orders of governmental authorities or agencies respecting the use and occupation of the leased property.

Any activities in any way involving hazardous materials or substances of any kind whatsoever, either as those terms may be defined under any state or federal laws or regulations, or as those terms are understood in common usage, are specifically prohibited. The use of petroleum products, pollutants, and other hazardous materials on the leased property is prohibited. Lessee shall be held responsible for the performance of and payment for any environmental remediation that may be necessary, as determined by the Lessor, within the leased property. If any contamination either spread to or was released onto adjoining property as a result of Lessee's use of the leased property, the Lessee shall be held similarly responsible. The Lessee shall indemnify, defend, and hold harmless the Lessor from any claim, loss, damage, costs, charge, or expense arising out of any such contamination.

3. Rent. Lessee shall pay to Lessor as rent, on or before the first day of each rent payment period, the sum of N/A plus applicable tax, for each N/A of the term. If this Lease is terminated prior to the end of any rent payment period, the unearned portion of any rent payment, less any other amounts that may be owed to Lessor, shall be refunded to Lessee. Lessee shall pay any and all state, county, city, and local taxes that may be due during the term hereof, including any real property taxes. Rent payments shall be made payable to the Florida Department of Transportation and shall be sent to Florida Department of Transportation, Property Management Administrator, P.O.Box 607 Chipley, FL 32428. Lessor reserves the right to review and adjust the rental fee biennially and at renewal to reflect market conditions. Any installment of rent not received within ten (10) days after the date due shall bear interest at the highest rate allowed by law from the due date thereof, per Section 55.03(1), Florida Statutes. This provision shall not obligate Lessor to accept late rent payments or provide Lessee a grace period.

4. Improvements. No structures or improvements of any kind shall be placed upon the property without the prior written approval of the District Secretary for District Three of Lessor. Any such structures or improvements shall be constructed in a good and workmanlike manner at Lessee's sole cost and expense. Subject to any landlord lien, any structures or improvements constructed by Lessee shall be removed by Lessee, at Lessee's sole cost and expense, by midnight on the day of termination of this



Lease and the leased property restored as nearly as practical to its condition at the time this Lease is executed. Portable or temporary advertising signs are prohibited.

Lessee shall perform, at the sole expense of Lessee, all work required in the preparation of the leased property for occupancy by Lessee, in the absence of any special provision herein contained to the contrary; and Lessee does hereby accept the leased property as now being in fit and tenable condition for all purposes of Lessee.

Lessor reserves the right to inspect the property and to require whatever adjustment to structures or improvements as Lessor, in its sole discretion, deems necessary. Any adjustments shall be done at Lessee's sole cost and expense.

5. Maintenance. Lessee shall keep and maintain the leased property and any building or other structure, now or hereafter erected thereon, in good and safe condition and repair at Lessee's own expense during the existence of this Lease, and shall keep the same free and clear of any and all grass, weeds, brush, and debris of any kind, so as to prevent the same from becoming dangerous, inflammable, or objectionable. Lessor shall have no duty to inspect or maintain any of the leased property or buildings, and other structures thereon, during the term of this Lease; however, Lessor shall have the right, upon twenty-four (24) hours notice to Lessee, to enter the leased property for purposes of inspection, including conducting an environmental assessment. Such assessment may include: surveying; sampling of building materials, soil, and groundwater; monitoring well installations; soil excavation; groundwater remediation; emergency asbestos abatement; operation and maintenance inspections; and, any other actions which may be reasonable and necessary. Lessor's right of entry shall not obligate inspection of the property by Lessor, nor shall it relieve the Lessee of its duty to maintain the leased property. In the event of emergency due to a release or suspected release of hazardous waste on the property, Lessor shall have the right of immediate inspection, and the right, but not the obligation, to engage in remedial action, without notice, the sole cost and expense of which shall be the responsibility of the Lessee.

6. Indemnification. (select applicable paragraph)

Lessee is a Governmental Agency

To the extent provided by law, Lessee shall indemnify, defend, and hold harmless the Lessor and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by Lessee, its agents, or employees, during the performance of the Lease, except that neither Lessee, its officers, agents, or employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Lessor or any of its officers, agents, or employees during the performance of the Lease.

When the Lessor receives a notice of claim for damages that may have been caused by the Lessee, the Lessor will immediately forward the claim to the Lessee. Lessee and the Lessor will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Lessor will determine whether to require the participation of Lessee in the defense of the claim or to require that Lessee defend the Lessor in such claim as described in this section. The Lessor's failure to promptly notify Lessee of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Lessee. The Lessor and Lessee will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any.

Lessee is not a Governmental Agency

Lessee shall indemnify, defend, save, and hold harmless Lessor, its agent, officers, and employees, from any losses, fines, penalties, costs, damages, claims, demands, suits, and liabilities of any nature, including attorney's fees, (including regulatory and appellate fees), arising out of or because of any acts, action, neglect, or omission by Lessee, or due to any accident, happening, or occurrence on the leased property or arising in any manner from the exercise or attempted exercise of Lessee's rights hereunder whether the same regards person or property of any nature whatsoever, regardless of the apportionment of negligence, unless due to the sole negligence of Lessor.

Lessee's obligation to indemnify, defend and pay for the defenses or at Lessor's option, to participate, and to associate with the Lessor in the defense and trial of any claim and any related settlement negotiations, shall be triggered by the Lessor's notice of claim for indemnification to Lessee. Lessee's inability to evaluate liability or its evaluation of liability shall not excuse Lessee's duty to defend and indemnify within seven days after such notice by the Lessor is given by registered mail. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the Lessor solely negligent shall excuse performance of this provision by Lessee. Lessee shall pay all costs and fees related to this obligation and its enforcement by Lessor. Lessor's failure to notify Lessee of claim shall not release Lessee of the above duty to defend.

7. Insurance. Lessee at its expense, shall maintain at all times during the term of this Lease, public liability insurance protecting Lessor and Lessee against any and all claims for injury and damage to persons and property, and for the loss of life or property occurring in, on, or about the property arising out of the act, negligence, omission, nonfeasance, or malfeasance of Lessee, its employees, agents, contractors, customers, licensees, and invitees. Such insurance shall be carried in a minimum amount of not less than Two hundred Fifty thousand dollars (\$ 250,000.00 ) for bodily injury or death to any one person or any number of persons in any one occurrence and not less than Two hundred thousand dollars (\$ 250,000.00 ) for property damage, or a combined coverage of not less than Five hundred thousand dollars (\$ 500,000.00 ). All such policies shall be issued by companies licensed to do business in the State of Florida and all such policies shall contain a provision whereby the same cannot be

anceled or modified unless Lessor is given at least sixty (60) days prior written notice of such cancellation or modification. Lessee shall provide Lessor certificates showing such insurance to be in place and showing Lessor as additional insured under the policies. If self-insured or under a risk management program, Lessee represents that such minimum coverage for liability will be provided for the leased property.

Lessor may require the amount of any public liability insurance to be maintained by Lessee be increased so that the amount thereof adequately protects Lessor's interest. Lessee further agrees that it shall during the full term of this Lease and at its own expense keep the leased property and any improvements thereon fully insured against loss or damage by fire and other casualty. Lessee also agrees that it shall during the full term of this Lease and at its own expense keep the contents and personal property located on the leased property fully insured against loss or damage by fire or other casualty and does hereby release and waive on behalf of itself and its insurer, by subrogation or otherwise, all claims against Lessor arising out of any fire or other casualty whether or not such fire or other casualty shall have resulted in whole or in part from the negligence of the Lessor.

8. Eminent Domain. Lessee acknowledges and agrees that its relationship with Lessor under this Lease is one of landlord and tenant and no other relationship either expressed or implied shall be deemed to apply to the parties under this Lease. Termination of this Lease for any cause shall not be deemed a taking under any eminent domain or other law so as to entitle Lessee to compensation for any interest suffered or lost as a result of termination of this Lease, including any residual interest in the Lease, or any other facts or circumstances arising out of or in connection with this Lease.

Lessee hereby waives and relinquishes any legal rights and monetary claims which it might have for full compensation, or damages of any sort, including special damages, severance damages, removal costs, or loss of business profits, resulting from Lessee's loss of occupancy of the leased property, or any such rights, claims, or damages flowing from adjacent properties owned or leased by Lessee as a result of Lessee's loss of occupancy of the leased property. Lessee also hereby waives and relinquishes any legal rights and monetary claims which it might have for full compensation, or damages of any sort as set out above, as a result of Lessee's loss of occupancy of the leased property, when any or all adjacent properties owned or leased by Lessee are taken by eminent domain proceedings or sold under the threat thereof. This waiver and relinquishment applies whether this Lease is still in existence on the date of taking or sale; or has been terminated prior thereto.

9. Miscellaneous.

a. This Lease may be terminated by Lessor immediately, without prior notice, upon default by Lessee hereunder, and may be terminated by either party, without cause upon ninety (90) days prior written notice to the other party.

b. In addition to, or in lieu of, the terms and conditions contained herein, the provisions of any Addendum of even date herewith which is identified to be a part hereof is hereby incorporated herein and made a part hereof by this reference. In the event of any conflict between the terms and conditions hereof and the provisions of the Addendum(s), the provisions of the Addendum(s) shall control, unless the provisions thereof are prohibited by law.

c. Lessee acknowledges that it has reviewed this Lease, is familiar with its terms, and has had adequate opportunity to review this Lease with legal counsel of Lessee's choosing. Lessee has entered into this Lease freely and voluntarily. This Lease contains the complete understanding of the parties with respect to the subject matter hereof. All prior understandings and agreements, oral or written, heretofore made between the parties and/or between Lessee and the previous owner of the leased property and landlord of Lessee are merged in this Lease, which alone, fully and completely expresses the agreement between Lessee and Lessor with respect to the subject matter hereof. No modification, waiver, or amendment of this Lease or any of its conditions or provisions shall be binding upon Lessor or Lessee unless in writing and signed by both parties.

d. Lessee shall not sublet the property or any part thereof, nor assign this Lease, without the prior consent in writing of the Lessor; this Lease is being executed by Lessor upon the credit and reputation of Lessee. Acceptance by Lessor of rental from a third party shall not be considered as an assignment or sublease, nor shall it be deemed as constituting consent of Lessor to such an assignment or sublease.

e. Lessee shall be solely responsible for all bills for electricity, lighting, power, gas, water, telephone, and telegraph services, or any other utility or service used on the property.

f. This Lease shall be governed by the laws of the State of Florida, and any applicable laws of the United States of America.

g. All notices to Lessor shall be sent to the address for rent payments and all notices to Lessee shall be sent to:  
City of Apalachicola, 192 Coach Wagoner Boulevard (14<sup>th</sup> street) Apalachicola, FL 32320

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

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

City of Apalachicola  
Lessee (Company Name, if applicable)

By: \_\_\_\_\_  
District Secretary

BY:

  
\_\_\_\_\_

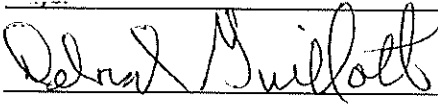
Phillip Gainer, P. E.  
Print Name

TRAVIS WADE  
\_\_\_\_\_

Attest: \_\_\_\_\_

Title: CITY MANAGER  
\_\_\_\_\_

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

Attest:  (SEAL)

LEGAL REVIEW:

DEBORAH GUILLOTTE  
Print Name

\_\_\_\_\_  
District Counsel

Title: CITY CLERK  
\_\_\_\_\_

Cary Hawkins, District Three General Counsel  
Print Name

ADDENDUM

This is an Addendum to that certain Lease Agreement between City of Apalachicola

and the State of Florida Department of Transportation dated the 1st \_\_\_\_\_ day of January \_\_\_\_\_, 2021.  
In addition to the provisions contained in said Agreement, the following terms and conditions shall be deemed to be a part thereof pursuant to Paragraph 9 (b) of said Agreement:

1. This lease is subject to all utilities in place and in use and to the maintenance thereof.
2. City to ensure FDOT has full access to bridge for bridge inspections
3. City to keep leased area clear of trash and debris.

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

City of Apalachicola  
Lessee (Company Name, if applicable)

By: \_\_\_\_\_  
District Secretary

BY:  \_\_\_\_\_

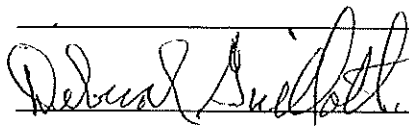
Phillip Gainer, P.E.  
Print Name

TRAVIS WADE  
Print Name

Attest: \_\_\_\_\_

Title: CITY MANAGER

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

Attest:  \_\_\_\_\_ (SEAL)

LEGAL REVIEW:

DEBORAH GUILLOTTE  
Print Name

\_\_\_\_\_  
District Counsel

Title: CITY CLERK

Cary Hawkins, District Three General Counsel  
Print Name

**RESOLUTION NO.: 2021-07**

**A RESOLUTION OF THE CITY COMMISSION MEMBERS OF THE CITY OF APALACHICOLA, FLORIDA, AUTHORIZING THE MAYOR OR CITY MANAGER TO EXECUTE A LEASE AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE RIGHT-OF-WAY UNDER THE JOHN GORRIE BRIDGE; PROVIDING FINDINGS; APPROVING THE LEASE; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, The City of Apalachicola, Florida is a Florida Charter City and political subdivision of the State of Florida, which currently operates the John Gorrie Bridge and the right-of-way below the bridge on land owned by the Florida Department of Transportation (“FDOT”), as more specifically set forth in the Lease Agreement which is attached hereto as Appendix A (the “Lease”); and.

**WHEREAS**, FDOT has agreed to lease the lands to the City and the City has agreed to let the lands from FDOT under the terms and conditions set forth in the Lease.

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

**SECTION 1. RECITALS.** The above recitals are true and correct and are hereby incorporated herein by reference.

**SECTION 2. APPROVAL OF LEASE.** The City Commission hereby approves the Lease with an effective date of June 9, 2021, and authorizes the City Manager to execute the Lease.

**Section 3. EFFECTIVE DATE.** This Resolution shall take effect upon its approval.

**DULY PASSED AND ADOPTED** by the City Commission Members of City of Apalachicola, Florida, on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**CITY COMMISSION MEMBERS  
CITY OF APALACHICOLA, FLORIDA**

\_\_\_\_\_  
**KEVIN BEGOS, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**DEBORAH GUILLOTTE, CITY CLERK**



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

**SUBJECT:** Resolution Regarding the Mayor's Absences Due to Illness

**AGENDA INFORMATION:**

<b>Agenda Location:</b>	<b>New Business</b>
<b>Item Number:</b>	<b>3</b>
<b>Department:</b>	<b>Administration</b>
<b>Contact:</b>	<b>Mayor Begos</b>
<b>Presenter:</b>	<b>Mayor Begos</b>

**BRIEF SUMMARY:** Mayor Begos is currently undergoing certain medical treatment, which has caused him to be absent from the regularly scheduled City Commission Meetings on May 4, 2021 and June 8, 2021. The City's Code of Ordinances provides for such absences to be excused by the City Commission by Resolution.

**RECOMMENDED MOTION AND REQUESTED ACTIONS:** Approve

**FUNDING SOURCE:** N/A

**ATTACHMENTS:** Resolution

**STAFF'S COMMENTS AND RECOMMENDATIONS:**

**RESOLUTION NO. 2021-08**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF APALACHICOLA, FLORIDA, EXCUSING MAYOR KEVIN BEGOS FROM THE REGULAR SCHEDULED CITY COMMISSION MEETINGS ON MAY 4, 2021 AND JUNE 8, 2021; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Kevin Begos currently serves as the Mayor of the City of Apalachicola, Florida;

**WHEREAS**, Mayor Begos is currently undergoing certain medical treatment which has caused him to be absent from the regularly scheduled City Commission Meetings on May 4, 2021 and June 8, 2021; and

**WHEREAS**, the City of Apalachicola Code of Ordinances, Part I, Art. II, Section 19 provides for such absences to be excused by the City Commission by Resolution duly entered upon the journal.

**NOW, THEREFORE LET IT BE RESOLVED** that the City Commission of Apalachicola hereby excuses the absence of Mayor Begos from the Regular Scheduled meetings on May 4, 2021 and June 8, 2021.

**DULY PASSED AND ADOPTED** by the City Commission Members of City of Apalachicola, Florida, on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**CITY COMMISSION MEMBERS  
CITY OF APALACHICOLA, FLORIDA**

\_\_\_\_\_  
By: Brenda Ash, Mayor Pro Tem

ATTEST:

\_\_\_\_\_  
By: Deborah Guillotte, City Clerk



Section 19. - Penalty for absence.

Part-I, Art-II s

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 duly entered upon the journal.

Section 20. - Legislative procedure.

Editor's note— The provisions of section 20 were either repealed by the Municipal Home Rule Powers Act (F.S. ch. 166) or converted into an ordinance by such Act which has not been readopted. The provisions of section 20 are adequately provided for by F.S. § 166.041.

Section 21. - Ordinances and resolutions.

Editor's note— The provisions of section 21 were either repealed by the Municipal Home Rule Powers Act (F.S. ch. 166) or converted into an ordinance by such Act which has not been readopted. The provisions of section 21 are adequately provided for by F.S. § 166.041.



MINUTES OF THE REGULAR MEETING OF THE APALACHICOLA CITY COMMISSION HELD  
TUESDAY, MAY 4, 2021, 6:00 PM AT THE APALACHICOLA COMMUNITY CENTER.

PRESENT: Mayor Pro-Tem Brenda Ash                      Travis Wade, City Manager  
                 Commissioner Anita Grove                      Leo Bebeau, Finance Director  
                 Commissioner Despina George                      Dan Hartman, Attorney  
                 Commissioner Adriane Elliott

ABSENT: Mayor Kevin Begos                                      Deborah Guillotte, City Clerk

**CALL TO ORDER**

Mayor Pro-Tem Ash called the meeting to order at 5:00 pm and gave the invocation followed by the Pledge of Allegiance.

**AGENDA ADOPTION**

Commissioner Elliott made a motion to approve the Agenda. Commissioner George seconded. Mr. Wade requested that the Agenda be revised to include the Planning and Zoning minutes, included in the packet, but not listed on the Agenda.

Commissioner Elliott amended the motion to approve the Agenda with the addendum of the April 2021, Planning and Zoning minutes to the Consent Agenda. Commissioner Grove seconded and the motion carried 4-0.

**UNFINISHED BUSINESS**  
**1. FRANKLIN COUNTY COMMUNITY DEVELOPMENT & LAND TRUST CORPORATION – CITY LOTS**

Mr. Cliff Butler with Franklin County Community Development & Land Trust Corporation (FCCD&LTC) would like to swap one 60 foot wide lot valued at \$24,000 donated by the County, for four 30 foot wide lots valued at \$6,000 each (\$24,000 total value), for future affordable housing property.

**UNFINISHED BUSINESS**  
**2. FENCE ORDINANCE REVISIONS**

Attorney Hartman reviewed the revised fence ordinance, with input from both the citizens and City Commission in a past workshop. Discussion held. Commissioner Elliott would like

to request the height of a fence for front yard be changed from 4 feet to 5 feet. Commissioner Grove has concerns about keeping fences and structures out of the City's right-of-way. The overall consensus of the Commission tonight, is to leave the proposed ordinance as is. Citizens comments consisted of: 1) historic regulations being added into the fence regulations; and 2) fence permits expiring after a year. Attorney Hartman will review and make a few changes as discussed and bring back before the Commission.

**NEW BUSINESS**

**1. REQUEST SPECIAL MEETING ON MAY 18, 2021, AT 3PM TO DISCUSS A COMMITMENT BY THE CITY TO DONATE 24 LOTS (MAKING 12 BUILDABLE LOTS) TO FCCD&LTC**

Cliff Butler is requesting that the City Commission have a special meeting on May 18, 2021, at 3:00pm, to discuss in more depth the City donating 24 Lots to FCCD&LTC.

Commissioner Elliott made a motion to schedule a special meeting on May 18, 2021, at 3pm, to discuss a partnership and commitment from the City to donate twenty four lots to the FCCD&LTC. Commissioner Grove seconded and the motion carried 4-0.

**NEW BUSINESS**

**2. CATY GREENE – MATCHING GRANT FUNDS FOR RANEY HOUSE GRANT**

Caty Green reviewed and requested \$15,000 from the City, to go towards the matching funds for the Division of Historic Grant for the Raney House restoration, due June 1, 2021. Mr. Bebeau gave his financial opinion of the Grant match, stating this match would be allocated in the 2021-2022 FY.

Commissioner George made a motion to allocate \$15,000, in the budget for the upcoming 2021-2022 fiscal year, towards the match for the Raney House Restoration Grant. Commissioner Grove seconded and the motion carried 4-0.

Commissioner George made an amended motion to approve \$15,000 towards the match for the Raney House Restoration Grant. Commissioner Grove seconded and the motion carried 4-0.

**NEW BUSINESS**

**3. REQUEST BOARD APPROVAL TO ALLOW THE HCA TO APPLY FOR THE AMERICAN RESCUE PLAN: HUMANITIES ORGANIZATIONS NATIONAL ENDOWMENT FOR THE HUMANITIES**

Commissioner Grove reviewed the National Endowment for Humanities Grant, stating that any institutions closed due to COVID, and now experiencing income issues would be eligible.

Commissioner Elliott made a motion to approve the request to apply for the American Rescue Plan Humanities Organizations National Endowment Grant. Commissioner Grove seconded and the motion carried 4-0.

#### PUBLIC COMMENT

Citizen comments consisted of: 1) City owned property for sale on 6<sup>th</sup> Street and 15<sup>th</sup> Street - City needs to consider not selling; 2) 159 Avenue B - city's right-of-way, fire hydrants and safety issues - Commission requested that Attorney Hartman research the fire hydrant statute and get with Mr. Wade. Attorney Hartman informed the Commission, that he has been involved in this issue with the City Manager - Attorney Hartman recommends providing additional time, and for the City Manager and Ms. Brewer to meet, discuss and agree on any further changes to the area. If they fail to agree, I have explained to Ms. Brewer this is City r-o-w and is up to the City to maintain and make all fire hydrants accessible - Mayor Pro-Tem Ash recommends researching and developing a Landscape Ordinance; 3) ongoing non-compliant fence and action to be taken by the City - referred to Attorney Hartman for continued research; 4) non-working fire hydrants; 5) and City garbage/trash services coming up for bid.

#### MAYOR AND COMMISSIONER COMMENTS

**City owned Property for sale** - Mayor Pro-Tem Ash inquired about City real estate properties to be sold, and the Commission discussed options to be taken for this project. Mayor Pro-Tem Ash requested that Sheneidra Cummings research and get the addresses and value of the properties from the Tax Assessor's office on all City properties. Attorney Hartman will research the sale of the properties and make sure all is legal.

**Duke Energy EV Station Relocation** - Mr. Wade stated that Duke Energy requests permission to remove the fast charger on Commerce Street and place two chargers at the public parking lot on Market Street. This issue was tabled until next month's meeting.

Discussion held on the following: 1) Re-opening of City buildings and having a safety plan and hold harmless/waiver agreement for renters to sign; 2) fire hydrants; 3) needed infrastructure funding and notification to the Commission when received; 4) garbage/trash service RFP - alley and street side pickup to be quoted; 5) Lafayette Park Pier progress - Mr. Bebeau gave an update.

**CITY MANAGER COMMUNICATIONS**

**Surplus Properties Auction update** – Mr. Wade has the contract from auctioneer to review for signature and the removal of the vehicles should start and the auction will begin soon.

**CDBG-MIT** – Mr. Wade stated this is the newest mitigation round from the CDBG from HUD through the Department of Equal Opportunity (DEO), and the deadline for submission is July 9, 2021. I will bring a proposal for funding of part of the Wastewater Treatment Plant, which would move the headworks out of the flood zone.

**DEP In-Kind Proposal** – Mr. Wade stated that for the In-Kind of the DEP fine, he has requested that the City use the replacement of 30 fire hydrants, starting with the most eight crucial hydrants previously discussed. DEP requests this project be completed within 180 days from the date of approval of this request.

**ATTORNEY DAN HARTMAN COMMUNICATIONS**

Attorney Hartman gave an update on the following: 1) the two executive orders regarding COVID 19 Emergency Orders by municipalities on restrictions of mask requirements and business occupancy restrictions. Cities cannot have any further Ordinances on these issues, but can request limits on numbers of occupancy in their buildings. Attorney Hartman stated that the City is not required to rent their buildings or parks, but if they do, they should have a hold harmless agreement/waiver signed by the person renting and anyone attending the events. Mr. Wade and Attorney Hartman will review the issue and come up with a plan to make sure we are covered under liability.

**FINANCE DIRECTOR LEO BEBEAU COMMUNICATIONS**

Mr. Bebeau discussed the following: 1) sale and disposal of City properties and their best use for the City; 2) Executive Orders and private businesses requirements and regulations in their businesses is solely up to business owner; and 3) Battery Park and V-Pier settlements with insurance with Hurricane Michael.

**HMGP** – We received notice that the vacuum station on Market Street has moved forward with cost, mitigation, and public service analysis. All financials have been approved with the exception of demolition of existing structures on properties (approximately \$10,000), which have been removed from the grant project. Both the generators and stormwater projects are still in status review. Avenue “G” between Commerce and Water Street project has started back and to be complete by June 30, 2021.

**USDA** – This project is moving forward, and we have reached an agreement allowing the right-of-way and easement.

**NPS** – This project is still in review, but no decisions made on Old City Hall or the HCA building.

**AUDIT** – Mr. Moran was at City Hall and everything he requested from staff will be due by Friday, May 14<sup>th</sup>.

**Budget** – Mr. Bebeau will be getting with Commissioners, and staff to talk about capital and personnel requirements, so we can move forward with the budget process.

**Seawall** – The seawall project was developed in a grant that included restrooms at Battery Park years ago. After a long search, the City located plans and Dewberry received these plans last week and are working on these construction plans to go out for bid.

**Roof** – Mr. Bebeau stated we have state approved contractors bids for roofs at the Holy Family, Community Center, Gazebo at Lafayette Park, old Library and damage on the Pavilion at Battery Park Pier.

**Leslie Street** – Mr. Bebeau stated this is still tied up at their determination, that old pipes didn't happen with Hurricane Sally, but they are looking at the roadway damage. The cost of this project is about \$500,000.

**Bodiford Park** – We have funding from FEMA to replace the picnic tables.

**Splash Pad** – We have funding from FEMA to replace the benches and canopy.

<b>DEPARTMENT REPORTS</b>
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<b>CONSENT AGENDA</b>
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**Meeting Minutes Adoption** – April 6, 2021 Special Meeting; April 6, 2021 Regular Meeting and April 14, 2021 Special Meeting Minutes.

Commissioner Elliott made a motion to approve the Consent Agenda, which includes the Planning and Zoning Minutes. Discussion held on Planning and Zoning minutes, the property on 10<sup>th</sup> Street that has a fence around the complete property, which is two lots. Attorney Hartman stated that the minutes are being reviewed for accuracy, not that the

Commission is making a decision. Attorney Hartman stated if someone has a concern with a Planning and Zoning action, they should go to the next P&Z meeting to discuss the issue. Mr. Wade will follow up with the Building Department, Tammy Owens. Attorney Hartman stated that this applicant should go through the appeal process, if there is a misunderstanding. Commissioner George seconded and the motion carried 4-0.

<b>ADJOURNMENT</b>
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With no further business, Commission George made a motion to adjourn the meeting. Commissioner Grove seconded and the motion carried 4-0.

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Brenda Ash, Mayor Pro-Tem

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Deborah Guillotte, City Clerk



MINUTES OF THE SPECIAL MEETING OF THE APALACHICOLA CITY COMMISSION HELD  
TUESDAY, MAY 18, 2021, 3:00 PM AT THE APALACHICOLA COMMUNITY CENTER.

PRESENT: Mayor Pro-Tem Brenda Ash                      Travis Wade, City Manager  
                 Commissioner Anita Grove                      Deborah Guillotte, City Clerk  
                 Commissioner Despina George                      Leo Bebeau, Finance Director  
                 Commissioner Adriane Elliott                      Josh Pasqualone, Esq.

ABSENT: Mayor Kevin Begos

**CALL TO ORDER**

Mayor Pro-Tem Ash called the meeting to order at 3:00 pm and gave the invocation followed by the Pledge of Allegiance.

**Franklin County Community Development & Land Trust Corporation (FCCD&LTC)  
request for donation of 24 City-owned lots**

Gladys Cook from the Florida Housing Coalition gave a slide presentation on how the Community Land Trust utilizes properties and goes in partnership with Cities. Ms. Cook then reviewed the process of purchasing properties from municipalities and how it all falls into place.

Cliff Butler gave a brief review of the proposal for working with an ongoing partnership with the City, and the FCCD&LTC, and requests from the City, a commitment for 24 lots to be donated and used for affordable housing.

Commission discussion and concerns consisted of: 1) selling and donating of land to the Community Land Trust; 2) lease fees; 3) foreclosure or default process if payment not made – kept in land trust; 4) subsidies from other cities – options available varies; 5) method used to calculate price of home; 6) rental units; 7) water-sewer taps; 8) surplus land suitable for affordable housing; 9) eligibility qualifications for the affordable housing; 10) the deadline for this grant – June 4, 2021, so the City would have to give approval before this date; 11) and there has been no draft agreement or paperwork, brought to the Commission showing exactly what is being required of the City for these 24 lots.

Mr. Butler requested that the City draw up an Agreement, that the City will donate the 24 lots to the FCCD&LTC to qualify for the grant. This grant is for 12 families to each receive \$15,000 for down payment assistance, closing assistance and principal reduction to purchase a home through land trust, through the City of Apalachicola.

Mr. Bebeau gave his financial opinion and concerns for the City on this matter.

Commissioner Grove requested that City staff, Attorney Hartman and Mr. Butler and his staff communicate and come up with a plan/resolution, and set a special meeting before the deadline of this grant.

Commissioner Elliott made a motion to request staff to form an agreement or resolution for the City to donate 24 lots to the FCLT. Commissioner Grove seconded and the motion carried 3-1. Commissioner George opposed.

Special Meeting scheduled for 4 pm on May 25<sup>th</sup>.

Commissioner George, after further clarification, stated her motion was made in error and should have been a yea.

<b>ADJOURNMENT</b>
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There being no further business, the meeting was adjourned.

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Brenda Ash, Mayor Pro-Tem

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Deborah Guillotte, City Clerk

MINUTES OF THE SPECIAL MEETING OF THE APALACHICOLA CITY COMMISSION HELD  
TUESDAY, MAY 18, 2021, 4:00 PM AT THE APALACHICOLA COMMUNITY CENTER.

PRESENT: Mayor Pro-Tem Brenda Ash                      Travis Wade, City Manager  
                 Commissioner Anita Grove                      Deborah Guillotte, City Clerk  
                 Commissioner Despina George                      Leo Bebeau, Finance Director  
                 Commissioner Adriane Elliott                      Dan Hartman, Attorney

ABSENT: Mayor Kevin Begos

**CALL TO ORDER**

Mayor Pro-Tem Ash called the meeting to order at 4:30 pm and gave the invocation followed by the Pledge of Allegiance.

**DISCUSS AND MAKE A DECISION ABOUT CHANGES IN THE DESIGN AND BUDGET FOR  
THE NFWWMD PROJECT ON AVENUE "G"**

Mr. Bebeau gave an update of the major water break in the downtown area on Avenue "G", stating while at that project site, discovered other issues with the project, which requires a decision change in the design for the NFWWMD Project on Avenue "G". See Attachment "A" for in-depth description and details.

Commissioner George made a motion to approve Option 3, to allocate up to \$70,000 of LOGT for repairs and the extension of Avenue "G" between Water Street and Commerce Street. Commissioner Grove seconded and the motion carried 4-0.

**THE COMMISSION WILL VOTE TO APPROVE A RESOLUTION FOR A PREVIOUSLY  
APPROVED MATCHING GRANT FUNDS FOR THE RANEY HOUSE.**

Attorney Hartman read Resolution 2021-05 in its entirety.

**A RESOLUTION OF THE CITY COUNCIL MEMBERS OF THE CITY OF APALACHICOLA, FLORIDA, AUTHORIZING CITY MANAGER TO APPROVE THE EXPENDITURE OF MATCHING FUNDS IN THE AMOUNT OF \$15,000 FOR THE DIVISION OF HISTORICAL RESOURCES GRANT APPLIED FOR IMPROVEMENTS AND REPAIRS TO THE RANEY HOUSE.**

Commissioner Grove made a motion to approve Resolution 2021-05 to approve matching grant funds for the Raney House in the amount of \$15,000. Commissioner Elliott seconded and the motion carried 4-0.

<b>ADJOURNMENT</b>
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With no further business, Commissioner George made a motion to adjourn the meeting. Commissioner Elliott seconded and the motion carried 4-0.

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Brenda Ash, Mayor Pro-Tem

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Deborah Guillotte, City Clerk

## **NFWMD Grant Agreement No. 18-048 Construction of Stormwater Retrofit Facilities Avenue G between Water Street and Commerce**

At the City Commission Meeting on May 4, 2021, Leo Bebeau, Finance Director, invited any interested person to attend a meeting on May 5, at 9 am with Betty Webb, Project Manager/Grant Administrator; representatives from North Florida Construction, contractor; Jason White Construction, subcontractor; and representatives of the City of Apalachicola Water & Sewer Department, to discuss the incident of May 3, where a major city water line servicing a large area of Apalachicola's riverfront area was broken resulting in many businesses having no water for a significant portion of the day.

As a result of this meeting, many other problems were identified with the project. The meeting was stopped and Josh Stephens from Dewberry Engineers agreed to come immediately from Port St. Joe to inspect the situations.

**Problem #1** – A fire hydrant is located less than ten inches from the end of the parallel parking area which will legally make one parking space unusable. The parking space would enable a driver to back into it very easily while parallel.

**Solution** – The parking area is reduced by approximately 6 feet. This is being done by a change order.

**Problem #2** – Inquiries were made by Mr. Bebeau as to whether there was street striping included with the project. He was told no. The entire contingency funds in this project have already been used. It was also discussed that some funds from the USDA project on Water Street would need to be used to complete the sidewalk on Avenue G.

The east bound traffic on Avenue G will have no clear demarcation of lanes as the roadway shifts almost 9 feet north of its course when a drivers crosses Commerce.

Upon further inspection it was determined that the resulting roadway is only 16'3" wide. Florida Stature requires an 18' roadway for a two way street.

**Problem # 3** – The area if completed as planned will include new permeable pavers for the parking areas, a section of concrete install in 2008 when the stormwater drains were installed and a section of original concrete that dates to the 1970s when the street was last paved. The 1970s portion is crumbling and if finished as planned leave a huge blemish in the center of what NFWMD considers a flagship project. I also had a drop in unscheduled visit from Darryl

Boudreau of NFWFMD on Thursday afternoon. He did visit and inquired as to the completion of the project.

Mr. Bebeau requested that Josh Stephens of Dewberry prepare specifications of solutions which were provided to North Florida for quotes.

The City Commission must make a decision. This project has had many delays and construction must finish no later than June 30, 2021.

**Option #1** – Complete the project as planned and make Avenue G a one way street between Water Street and Commerce Street. This is the only option that requires no commitment from the City of Apalachicola. Which direction will the one way street go EAST or WEST?

**Option #2** – Add a 3' concrete extension to the north side of the driving lane and move the parking area sidewalk and lighting approximately 3' north in the City's Right of Way. Cost to the City - \$28,333.05

**Option #3** – Remove existing crumbling concrete and replace with new concrete including the 3" extension. Cost to the City - \$68,238.00.

Presently the City has \$203,513.37 in restricted LOGT (Local Option Gas Tax) funds that may be used for capital improvement of roadways, sidewalks, bike paths, street lighting, striping and roadway stormwater control.

The commission may elect to use these funds for any of these options. The use of these funds will in no way impact the City Budget in the current year. Presently, no use of any of these funds is planned.

Exhibits follow

EXHIBIT AS-IS

EXHIBIT A – finishes project with no changes – Option 1

EXHIBIT B – adds 3' extension – Option 2

EXHIBIT C – replaces 1970s circa concrete with extension – Option 3

MINUTES OF THE SPECIAL MEETING OF THE APALACHICOLA CITY COMMISSION HELD  
TUESDAY, MAY 25, 2021, 4:00 PM AT THE APALACHICOLA COMMUNITY CENTER.

PRESENT: Mayor Pro-Tem Brenda Ash                      Travis Wade, City Manager  
                 Commissioner Anita Grove                      Leo Bebeau, Finance Director  
                 Commissioner Despina George                      Dan Hartman, Attorney  
                 Commissioner Adriane Elliott

ABSENT: Mayor Kevin Begos                                      Deborah Guillotte, City Clerk

<b>CALL TO ORDER</b>
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Mayor Pro-Tem Ash called the meeting to order at 4:30 pm and gave the invocation followed by the Pledge of Allegiance.

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF APALACHICOLA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SALE OF 24 LOTS TO THE FRANKLIN COUNTY COMMUNITY DEVELOPMENT & LAND TRUST CORPORATON UNDER CERTAIN CONDITIONS; SETTING FORTH THE CONDITIONS FOR THE SALE; AND PROVIDING FOR AN EFFECTIVE DATE.**

Mr. Bebeau gave his opinion of the financials from the FCCD/LTC, stating everything seems to be in order, and suggests a member of the Commission be on the FCCD/LTC Board. Commissioner Ash expressed her concerns of not receiving the Grant documents for review as requested, stating the Commission still would like to receive these documents.

Attorney Hartman read Resolution 2021-05 in its entirety:

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF APALACHICOLA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SALE OF 24 CITY LOTS TO THE FRANKLIN COUNTY COMMUNITY DEVELOPMENT & LAND TRUST CORPORATION UNDER CERTAIN CONDITIONS; SETTING FORTH THE CONDITIONS FOR THE SALE; AND PROVIDING FOR AN EFFECTIVE DATE.**

The Commission reiterated their concerns with proceeding with this partnership with FCCD/LTC, not having received any documents detailing (grant application) for the project, for their review. Mr. Webster with FCCD/LTC explained per telephone their specific concerns.

Commissioner Elliott made a motion to adopt Resolution 2021-05. Commissioner Grove seconded.

Commissioner Elliott amended her motion to adopt Resolution 2021-05, with contingency discussion to the agreement. Commissioner Grove seconded and the motion carried 3-1. Commissioner Grove opposed.

Commission contingencies to the agreement include: 1) donation agreement of this property includes a reversion clause if terms are not met, construction not done within a stated period of time; 2) the 12 home sites will include the categories per income for workforce housing; 3) that the agreement should state workforce housing and not affordable housing;

After Attorney Hartman and Commission discussion it was decided that there were no need for the above mentioned additional contingencies.

Commissioner Elliott volunteers to be on the FCCD/LTC Board Committee for this project. Attorney Hartman will research to make sure there is no conflict.

<b>ADJOURNMENT</b>
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With no further business, Commission Elliott made a motion to adjourn the meeting. Commissioner Grove seconded and the motion carried 4-0.

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Brenda Ash, Mayor Pro-Tem

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Deborah Guillotte, City Clerk





CITY OF APALACHICOLA  
PLANNING & ZONING BOARD  
REGULAR MEETING  
MONDAY, MAY 10<sup>TH</sup>, 2021  
Community Center/City Hall – 1 Bay Avenue  
Agenda

**Regular Meeting: 6:00 pm. Al Ingle, Richard Dagenhart, Jim Bachrach, Elizabeth Milliken, Bobby Miller; Dan Hartman, Gena Johnson, Tammy Owens.**

1. Approval of April 12th, 2021 regular meeting minutes.  
**Motion to approve by Jim Bachrach; 2<sup>nd</sup> by Elizabeth Milliken. Motion Carries.**
2. Review, Discussion and Decision for Master Plan Impervious Calculation. **(Historic District) (C-1) @ 51 Ave. C,** For Steven Etchen-Owner; Contractor: TBD  
**Motion to approve Pavers and Conceptual Idea of Complete Gibson Inn Property Project by Jim Bachrach; 2<sup>nd</sup> by Richard Dagenhart. Motion Carries.**
3. Review Discussion and Decision for Fence. **(Historic District) (R-1) @ 148 5<sup>th</sup> St. Block 63.** For Gayle Doherty-Owner; Contractor: Self  
**Motion to approve by Richard Dagenhart; 2<sup>nd</sup> by Jim Bachrach. Motion Carries.**
4. Review, Discussion and Decision for Commercial Sign. **(C-3) @ 230 Hwy. 98,** Block 4, Lots 4-7. For Carquest-Owner; Contractor: Munn Enterprises.  
**Motion to Deny by Richard Dagenhart; 2<sup>nd</sup> by Jim Bachrach. Motion Carries.**
5. Review Discussion and Decision for Driveway & Carport. **(R-2) @ 259 Fred Meyer St. Block 246, Lots 16-20.** For Ralph Varnes Jr.-Owner; Contractor: TBD  
**Motion to Table by Jim Bachrach; 2<sup>nd</sup> by Elizabeth Milliken. Motion Carries.**  
**No Rep.**
6. Review, Discussion and Decision for Fence & Shed. **(Historic District) (R-1) @ 240 10<sup>th</sup> St. Block 155, Lot 5.** For Sandra Speir-Owner; Contractor: Self.  
**Motion to approve by Richard Dagenhart; 2<sup>nd</sup> by Bobby Miller. Motion Carries.**

CITY OF APALACHICOLA  
PLANNING & ZONING BOARD  
REGULAR MEETING  
MONDAY, MAY 10<sup>TH</sup>, 2021  
Community Center/City Hall – 1 Bay Avenue  
Agenda

7. Review, Discussion and Decision for RV Slab. **(R-3) @ 299 24th Ave.** Block 228, Lots 21 & 22. For Cynthia Yeager -Owner; Contractor: Yeager Construction Co.  
**Motion to approve by Jim Bachrach; 2<sup>nd</sup> by Elizabeth Milliken. Motion Carries.**
8. Review, Discussion and Decision for Move House, add Privacy Fence & Parking Pad. **(Historic District) (R-1,O/R) @ 75 14<sup>th</sup> St. Block 86, Lots 7 & 8.** For John Hallman-Owner; Contractor: Ducky Johnson.  
**Motion to approve by Bobby Miller; 2<sup>nd</sup> by Richard Dagenhart. Motion Carries.**
9. Review, Discussion and Decision for New Residence. **(R-2) @ 148 13<sup>th</sup> St.** Block 90, ½ Lot 2 NW & ½ Lot 3 SE. For Erwin & Becknell -Owners; Contractor: 1<sup>st</sup> Choice Builders.  
**Motion to approve by Jim Bachrach; 2<sup>nd</sup> by Bobby Miller. Motion Carries.**
10. Review, Discussion and Decision for New Residence & Remove Trees. **(Historic District) (R-1) @ 64 15<sup>th</sup> St.** Block 98, Lot 1. For Patti McCartney; Contractor: Ulrich Constr.  
**Motion to approve by Jim Bachrach; 2<sup>nd</sup> by Richard Dagenhart. Motion Carries.**
11. Review, Discussion and Decision for New Residence. **(Historic District) (R-1) @ 120 7<sup>th</sup> St.**  
Block 60, Lot 5. For Townsend & Jumonville-Owner; Contractor-Erin Rodriguez Constr.  
**Richard Dagenhart recused self.**  
**Motion to approve contingent building moved into conformity by Jim Bachrach; 2<sup>nd</sup> by Bobby Miller. Motion Carries.**

CITY OF APALACHICOLA  
PLANNING & ZONING BOARD  
REGULAR MEETING  
MONDAY, MAY 10<sup>TH</sup>, 2021  
Community Center/City Hall - 1 Bay Avenue  
Agenda

Other/New Business:

**P&Z Board requests Workshop to propose revisions to the existing sign regulations.**

**Motion to Adjourn by Jim Bachrach; 2<sup>nd</sup> by Bobby Miller.**  
Chairman



Al Ingle,



CITY OF APALACHICOLA  
ADMINISTRATION DEPARTMENT

MAY 2021

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

83 work orders issued and 71 work orders completed  
2399 payments processed  
1967 bills mailed  
108 cut-off list  
Approximately 130 accounts payable checks processed

POLICE REPORT

MAY 2021

May 2021	Totals
Traffic Stops/ Warnings/ citations	47
Arrests/ Warrant Requests	1
Traffic Accidents	12
Burglary/Theft calls	6
Assist Citizens/ Complaints/investigations	528
Trespass Warnings/agreements	13
Business alarm calls/building checks/welfare checks	832
assist county call/other agencies	33
Assist Animal control	3
Domestic cases involving violence/disturbance calls	4
Total calls from dispatch	1479

As May arrives, so does activity. Note an increase in traffic incidents as well as assists to other agencies. This month we participated in a parade for the graduates of the Head Start program, as well as assisting Ms. Val Webb with the food program. An increase presence was initiated in the downtown areas due to increase in tourism and traffic issues. We have continued to patrol residential areas during night shifts for extra security. We have now at 61 members at the gun range.

APALACHICOLA VOLUNTEER  
FIRE/RESCUE  
April 2021 – 28 Calls

Bi-Monthly Report

1. Accidents	<u>2</u>	8. Life Flights	<u>      </u>
2. Life Assist EMS	<u>20</u>	9. Search/Rescue	<u>      </u>
3. Bi-Mo. Meetings	<u>2</u>	10. Training	<u>1</u>
4. Brush Fires	<u>      </u>	11. Transformer Fires	<u>      </u>
5. House Fires	<u>2</u>	12. Cars	<u>1</u>
6. Fund Raisers	<u>      </u>	13. 1 <sup>st</sup> Responder Calls	<u>43</u>
7. Gas Leaks	<u>      </u>		

**FIREFIGHTER ATTENDANCE**

1. George Watkins	<u>3</u>	11. Holden Foley	<u>0</u>
2. Fonda Davis	<u>4</u>	12. Avery Scott	<u>0</u>
3. Ginger Creamer	<u>7</u>	13. Bruce Hoffman	<u>21</u>
4. Albert Floyd	<u>4</u>	14. Ashley Teat	<u>0</u>
5. Rhett Butler	<u>4</u>	15. Anthony Croom	<u>2</u>
6. Mark Creamer	<u>0</u>	16. Michael Taylor	<u>0</u>
7. Palmer Philyaw	<u>0</u>	17. Brooke Newell	<u>1</u>
8. Mike Vroegop	<u>0</u>	18. Shannon Segree	<u>7</u>
9. Troy Segree	<u>18</u>	19. Adam Joseph	<u>5</u>
10. Rick Hernandez	<u>0</u>	20. Craig Gibson	<u>11</u>

**Additional Notes:**

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Recorded by: \_\_\_\_\_

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



Monthly Report for the  
Apalachicola Margaret Key Library  
May 2021

Statistics:

- 633 patrons have been given assistance
- 370 books/movies/audiobooks were circulated
- 13 new accounts were opened
- 149 patrons have used our computers
- \$426.64 was collected as library revenue
- 87 books were donated
- 98 hours have been donated by our wonderful volunteers
- 953 people have been reached with our 17 Facebook posts

Our wonderful library is open from 10:00 a.m. to 5:00 p.m., Monday - Friday and Sundays from noon to 5:00 p.m. New books continue to be added to our collection. We help patrons with issues pertaining to printing, writing, notarizing, and learning; the library offers our community a wonderful service. We continue to loan books, audiobooks, movies, and puzzles. Many patrons are grateful for the complementary notary service.

All month long, we have been celebrating National Pet Month and displaying books pertaining to pet ownership, dogs, and cats. We partnered with the Franklin County Humane Society and collected items such as dog/cat food, cat litter, sheets, blankets, and stuffed animals, along with \$40 in cash, all for the benefit of the Franklin County Humane Society. Our library has generous patrons. We also had a friendly competition for pets dressed up as authors or book characters. Library patrons voted for the winner, a cute cat dressed up as Katniss Everdeen from "The Hunger Games," written by Suzanne Collins. The winner received a \$50 gift certificate, generously donated by Penelope's Pet Shop in Eastpoint. The Apalachicola Margaret Key Library is grateful for all the donations.

For most of the month, we displayed information about If This House Could Talk. We displayed books about Apalachicola's history, pamphlets about the walking tour, and example of a house's history, and general information about the self-guided tour.

Bring Me A Book's Karen Kessel continues to offer Books for Babies and Sunset Stories on Tuesdays. Story times are held each Tuesday at 10:00 a.m. and 5:30 p.m. Karen reads, sings, plays and provides crafts during these events. Karen is wonderful with the kids.

Since the CDC guidelines have been updated, the library now permits fully vaccinated patrons and staff to go maskless. Unvaccinated patrons, ages 12 and over, must wear a mask. Hand sanitizer is still located at the entrance of the library.

Seven volunteers work at the checkout desk with circulation and organization of books. Celia Winterringer continues to sort and process book, audiobook, and puzzle donations. Richard Lenhart helps to maintain order within our bookshelves and this month, helped organize the adult fiction books. Jane Richardson and Polly Holmes volunteer their time in the archives room.

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

CITY OF APALACHICOLA  
BUILDING DEPARTMENT – PERMITTING & INSPECTIONS

May 2021

- 20 Building Permits in Process
- 45 Building Permits Issued
- 27 Building Inspections
- 6 Certificates of Completion Issued
- 10 Certified Letters for Special Exception Notice
- Numerous Phone Inquiries & Emails Answered
- 10 Planning & Zoning Applications Processed
- May P&Z Agenda & Minutes Uploaded to City Website
- Several On-Site Meetings
- Records Requests

Wastewater Treatment Plant  
Monthly Report  
May 2021

- . We treated 10,450,000 gal of wastewater
- . Painted second coat on new braces in the SBR tank. Worked on this 5 Days.
- . Pressure Washed the Headworks and # 1 Disc Filter just cleaning them up
- . Pressure Washed # 2 Disc Filter getting it ready to be Painted.
- . Painted # 2 Disc Filter
- . Pumped down # 1 SBR. The( one out of service) to check out rack in SBR for the Weir to rest on when tank is empty. Looks good Weir is on the rack and level.
- . Check out # 1 SBR auto Influent valve. Motor is coming on but valve is froze up and not moving

City of Apalachicola

Code Enforcement Officer

Activity Report – May 2021



- Seven (7) Potential Code Violation Investigation(s)
- Five (5) Business Tax License Application's Processed
- One (1) Business Tax License Application Denied
- Twelve (12) Bandit Signs Removed from City r/o/w
- Three (3) Tree Removal Application's Processed (City)
- Eleven (11) Tree Removal Application's Processed (Citizen)
- Two (2) Tree Removal Application's in Process (City)
- Attend Monthly May Tree Committee Meeting

*Joseph Richey, Code Enforcement Officer – 5.28.21*

## MAY 2021 MONTHLY WATER & SWER REPORT

- Repaired a 2" water leak on Oak Dr.
- Repaired a 6" water main on Water Street & Ave. G That Contractors hit.
- Repaired a 3/4" water leak at 100 Sawyer Lane
- Did preventive maintenance on A-line for air vac
- Replaced hydrant at Water Street & Ave. G
- Installed water tap at 351 Smith Rd.
- All water meters have been read for the month
- Cut off list was finished for the month
- Twelve meters have been replaced this month
- Bac-tes & THM samples have been taking for the month
- Repair broken water line for Denton Cove project that contractors hit
- Did daily work orders
- Did locates for sunshine 811
-