

358 affect the condition of the project area.

359 b. The overall readiness of the project to proceed in a
360 timely manner, considering the project's readiness for the
361 construction phase of development, the status of required
362 permits, the status of any needed easement acquisition, and the
363 availability of local funding sources.

364 c. The environmental habitat enhancement or inclusion of
365 nature-based options for resilience, with priority given to
366 state or federal critical habitat areas for threatened or
367 endangered species.

368 d. The cost-effectiveness of the project.

369 3. Tier 3 must account for 20 percent of the total score
370 and consist of all of the following criteria:

371 a. The availability of local, state, and federal matching
372 funds, considering the status of the funding award, and federal
373 authorization, if applicable.

374 b. Previous state commitment and involvement in the
375 project, considering previously funded phases, the total amount
376 of previous state funding, and previous partial appropriations
377 for the proposed project.

378 c. The exceedance of the flood-resistant construction
379 requirements of the Florida Building Code and applicable flood
380 plain management regulations.

381 4. Tier 4 must account for 10 percent of the total score
382 and consist of all of the following criteria:

383 a. The proposed innovative technologies designed to reduce
384 project costs and provide regional collaboration.

385 b. The extent to which the project assists financially
386 disadvantaged communities.

387 (i) The total amount of funding proposed for each year of
388 the plan may not exceed \$100 million. Upon review and subject to
389 appropriation, the Legislature shall approve funding for the
390 projects as specified in the plan. Multi-year projects that
391 receive funding for the first year of the project must be
392 included in subsequent plans and funded until the project is
393 complete, provided that the project sponsor has complied with

394 all contractual obligations and funds are available.

395 (j) The department shall initiate rulemaking by August 1,
396 2021, to implement this section.

397 (6) REGIONAL RESILIENCE ENTITIES.—Subject to specific
398 legislative appropriation, the department may provide funding
399 for the following purposes to regional entities that are
400 established by general purpose local governments and whose
401 responsibilities include planning for the resilience needs of
402 communities and coordinating intergovernmental solutions to
403 mitigate adverse impacts of flooding and sea level rise:

404 (a) Providing technical assistance to counties and
405 municipalities.

406 (b) Coordinating multi-jurisdictional vulnerability
407 assessments.

408 (c) Developing project proposals to be submitted for
409 inclusion in the Statewide Flooding and Sea Level Rise
410 Resilience Plan.

411 Section 2. Section 380.0933, Florida Statutes, is created
412 to read:

413 380.0933 Florida Flood Hub for Applied Research and
414 Innovation.—

415 (1) The Florida Flood Hub for Applied Research and
416 Innovation is established within the University of South Florida
417 College of Marine Science to coordinate efforts between the
418 academic and research institutions of the state. The University
419 of South Florida College of Marine Science or its successor
420 entity will serve as the lead institution and engage other
421 academic and research institutions, private partners, and
422 financial sponsors to coordinate efforts to support applied
423 research and innovation to address the flooding and sea level
424 rise challenges of the state.

425 (2) The hub shall, at a minimum:

426 (a) Organize existing data needs for a comprehensive
427 statewide flood vulnerability and sea level rise analysis and
428 perform a gap analysis to determine data needs.

429 (b) Develop statewide open source hydrologic models for

430 physically based flood frequency estimation and real-time
431 forecasting of floods, including hydraulic models of floodplain
432 inundation mapping, real-time compound and tidal flooding
433 forecasts, future groundwater elevation conditions, and economic
434 damage and loss estimates.

435 (c) Coordinate research funds from the state, the federal
436 government, or other funding sources for related hub activities
437 across all participating entities.

438 (d) Establish community-based programs to improve flood
439 monitoring and prediction along major waterways, including
440 intracoastal waterways and coastlines, of the state and to
441 support ongoing flood research.

442 (e) Coordinate with agencies, including, but not limited
443 to, the Department of Environmental Protection and water
444 management districts.

445 (f) Share its resources and expertise.

446 (g) Assist in the development of training and a workforce
447 in the state that is knowledgeable about flood and sea level
448 rise research, prediction, and adaptation and mitigation
449 strategies.

450 (h) Develop opportunities to partner with other flood and
451 sea level rise research and innovation leaders for sharing
452 technology or research.

453 (i) Conduct the activities under this subsection in
454 cooperation with various local, state, and federal government
455 entities as well as other flood and sea level rise research
456 centers.

457 (3) The hub shall employ an executive director.

458 (4) By July 1, 2022, and each July 1 thereafter, the hub
459 shall provide an annual comprehensive report to the Governor,
460 the President of the Senate, and the Speaker of the House of
461 Representatives that outlines its clearly defined goals and its
462 efforts and progress on reaching such goals.

463 Section 3. Subsections (3) through (7) of section 403.928,
464 Florida Statutes, are amended to read:

465 403.928 Assessment of water resources and conservation

466 lands.--The Office of Economic and Demographic Research shall
467 conduct an annual assessment of Florida's water resources and
468 conservation lands.

469 (3) ASSESSMENT REQUIREMENTS.--The assessment must:

470 (a) ~~shall~~ Include analyses on a statewide, regional, or
471 geographic basis, as appropriate, and ~~shall~~ identify analytical
472 challenges in assessing information across the different regions
473 of the state.

474 (b) ~~(4) The assessment must~~ Identify any overlap in the
475 expenditures for water resources and conservation lands.

476 (4) INLAND AND COASTAL FLOOD CONTROL.--Beginning with the
477 assessment due by January 1, 2022, the Office of Economic and
478 Demographic Research shall include in the assessment an analysis
479 of future expenditures by federal, state, regional, and local
480 governments required to achieve the Legislature's intent of
481 minimizing the adverse economic effects of inland and coastal
482 flooding, thereby decreasing the likelihood of severe
483 dislocations or disruptions in the economy and preserving the
484 value of real and natural assets to the extent economically
485 feasible. To the extent possible, the analysis must evaluate the
486 cost of the resilience efforts necessary to address inland and
487 coastal flooding associated with sea level rise, high tide
488 events, storm surge, flash flooding, stormwater runoff, and
489 increased annual precipitation over a 50-year planning horizon.
490 At such time that dedicated revenues are provided in law for
491 these purposes or that recurring expenditures are made, the
492 analysis must also identify the gap, if any, between the
493 estimated revenues and the projected expenditures.

494 (5) ASSESSMENT ASSISTANCE.--

495 (a) The water management districts, the Department of
496 Environmental Protection, the Department of Agriculture and
497 Consumer Services, the Fish and Wildlife Conservation
498 Commission, counties, municipalities, and special districts
499 shall provide assistance to the Office of Economic and
500 Demographic Research related to their respective areas of
501 expertise.

502 ~~(b)(6)~~ The Office of Economic and Demographic Research must
503 be given access to any data held by an agency as defined in s.
504 112.312 if the Office of Economic and Demographic Research
505 considers the data necessary to complete the assessment,
506 including any confidential data.

507 ~~(6)(7)~~ ASSESSMENT SUBMISSION.—The assessment shall be
508 submitted to the President of the Senate and the Speaker of the
509 House of Representatives by January 1, 2017, and by January 1 of
510 each year thereafter.

511 Section 4. This act shall take effect upon becoming a law.

**APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: November 2, 2021**

SUBJECT: CRA Budget Approval and Resolution

AGENDA INFORMATION:

Agenda Location: New Business
Item Number: 1
Department: Finance / CRA
Presenter: Leo Bebeau

BRIEF SUMMARY: Approval of CRA Budget and Include said Budget into the City Budget.
Approve Resolution.

RECOMMENDED MOTION AND REQUESTED ACTIONS: For the Commission to approve the CRA Budget, to include in the City Budget, and Approve the Resolution 2021-15.

FUNDING SOURCE: N/A

ATTACHMENTS: CRA Budget
Resolution 2021-15

STAFF'S COMMENTS AND RECOMMENDATIONS: Staff recommends that the Commission approve the CRA Budget, to include in the City Budget, and Approve Resolution.

REVENUE	FINANCE DIRECTOR RECOMMENDED FY 21-22	ADOPTED BUDGET 2021-2022	COMMENT OR EXPLANATION
CITY OF APALACHICOLA - Current Year Contribution FRANKLIN COUNTY	59,830	0	Approved in City Budget @ 50% TIF Calculated at TIF @ 50%
INTEREST INCOME	38,394	0	
TOTAL REVENUE	156	0	
	\$98,380	\$0	
OBLIGATED FUNDS CARRYFORWARD			
2020-2021 Projects	310,720	0	
Obligated Expense Carryforward (Audits)	25,000	0	
CARRYFORWARD	335,720	0	
TOTAL FUNDS AVAILABLE	434,100	\$0	
OPERATING EXPENSES			
ADMINISTRATIVE SERVICES Payment to CITY	40,776	0	
CRA SPECIAL DISTRICT ANNUAL FEE - DEO	175	0	
PROFESSIONAL SERVICES (legal)	2,500	0	
PROFESSIONAL SERVICES (audit) 21-22	12,500	0	
OPERATING EXPENSES	3,800	0	
TRAVEL & TRAINING	500	0	
PRIOR YEAR AUDITS 19-20; 20-21	\$25,000	0	
	85,251	\$0	
PROJECTS			
TOTAL Carryforward 2020-2021 Projects	310,720	0	
TOTAL 2021-2022 Projects	38,129	0	
TOTAL EXPENDITURES	434,100	\$0	
TOTAL CRA SURPLUS / (DEFICIT)	\$0	\$0	

PROJECTS	\$	310,720
Historical Marker (3)		7,500
Holy Family Roof		89,339
Scipio Creek Safety Upgrades		1,945
CRA Plan Revisions		5,000
Remove Blighted Structures		23,536
Seawall Matching Funds		25,000
Architect Plans for 6th Street Rec		5,000
Raney House Matching Grant		25,000
Historical Display and Black History		15,000
Structural Study Old Waterworks		3,400
6th Street Park Revitalization		70,000
6th Street Rec Bathrooms		40,000

1/2 Compensation and Benefits	\$28,506
1/2 Mobile Phone	\$270
City Administrative Services \$1,000 per month	\$12,000
TOTAL ADMINISTRATIVE EXPENSES	\$40,776

City Administrative expenses include City Finance Director as CRA Finance Director, all oversight of purchasing and bid process for projects; auditing of all projects; human resources for assigned employee, all processing of accounts payable, managing the audit with Moran & Associates and coordination with Franklin County for calculation and payment of TRIM tax funding. Administrative expenses do not include any legal fees or payments to any contractor for goods or services or any other costs not listed in the agreement.

RESOLUTION - NO. 2021-15

A RESOLUTION THE CITY OF APALACHICOLA, FLORIDA, ADOPTING THE COMMUNITY REDEVELOPMENT AUTHORITY (CRA) BUDGET FOR THE YEAR 2021-2022 AND FOR THE BUDGET TO BE INCLUDED IN THE 2021-2022 ANNUAL BUDGET FOR THE CITY OF APALACHICOLA.

WHEREAS, The City Commission of City of Apalachicola, Florida is a Florida Charter City and political subdivision of the State of Florida, which has directed the CRA to prepare a budget for Fiscal 2021-2022 which was approved by CRA Resolution 2021-01.

WHEREAS, this budget provides for funding and expenditures of the Community Redevelopment Agency.

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

- 1. RECITALS.** The above recitals are true and correct and are hereby incorporated herein by reference.
- 2. ADOPTION OF THE BUDGET.** The City Commission hereby adopts the Budget for the CRA 2021-2022.
- 3. EFFECTIVE DATE.** This Resolution shall take effect upon its approval.

DULY PASSED AND ADOPTED by the City Commission of the City of Apalachicola, Florida, on this 2nd day of November, 2021.

Motion made by: _____ Seconded by: _____

Voting AYE: .

Voting NAY:

CITY OF APALACHICOLA, FLORIDA

ATTEST:

Deborah Guillotte, City Clerk

Brenda Ash, Mayor

Mayor's Report

Happy Thanksgiving! We are officially in the Holiday Season! A season to express gratitude and appreciation for all things. A season to express love and forgiveness. A season to give back. I take this opportunity to **THANK STAFF** for all your hard work, for enduring the attacks and criticisms, and bouncing back.

I offer to Edna, Jeremy, and the entire Stanley family my sincerest condolences on the loss of a very special man-Tracy Stanley, a 30+year faithful and reliable City employee. We grieve with you. May God, comfort you like only HE can.

The Mayor-Commission Board is comprised of five (5) members with five (5) individual perspectives. This governing body must strive to show ourselves conscientious and impartial; not allowing personal feelings to dictate the economic advancement of our city. Remembering that it takes a diverse community to make an unabridged community. As Mayor, I am grateful for the feedback, the positive and the constructive criticism received from you. Thank you for participating. *"If you don't try to create the future you want, you must endure the future you get."* -John C. Maxwell.

- **Moses Roper Marker:** I hope all questions have been submitted and answered. Request approval for the installation of the Moses Roper Marker. **(ACTION)**
- **USDA De-Obligations:** De-obligation of 2 requests: **(ACTION)**
 - \$1.705M Carbon Filtration System (\$1.231M Grant/\$474K Loan)
 - \$148K Business Support (FAMU Partnership)
- **Ordinance & Committee Review Workshop:** Commissioners are asked to submit the Ordinance(s) she would like to have reviewed for amendment discussion. Request approval for 3:30 pm November 16th Workshop **(ACTION)**
- **Meeting time:** Consideration in changing the meeting time from 6 pm to 4 pm. **(ACTION)**
- **November 13th:** USNS Apalachicola christening in Mobile, AL
- **Work Orders/Complaints:** There is a system in place for residents to make complaints and work order requests:
 - **Requests/Work orders:** Submit all work orders to City Staff-Administration office only. Janelle Paul at janellepaul@cityofapalachicola.com or Melissa Hand at melissahand@cityofapalachicola.com
 - **Complaints/Concerns:** Submit all complaint and concerns to the City Staff-Administration office in writing at complaints@cityofapalachicola.com.
 - **Response Time:** Allow 24-48 hours for non-emergency requests.



United States Department of Agriculture

October 26, 2021

Ms. Brenda Ash, Mayor
City of Apalachicola
192 Coach Wagoner Blvd
Apalachicola, FL 32320

Re: Business Support Center
RBDG Grant: \$147,630.00

Dear Ms. Ash:

Rural Development obligated funds for the Business Support Center Project in the amount of \$147,630.00 on July 26, 2018.

The City of Apalachicola has not expressed interest in proceeding with this project since it was obligated. Please submit a written request to have these funds de-obligated no later than Thursday, November 25, 2021, or your proposal to proceed with the obligation.

If we do not receive a response from your organization by **November 25, 2021**, Rural Development will de-obligate Grant 00-01 in the amount of \$147,630.00.

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, handicap, age (provided that the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal agency that administers compliance with the law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

Please feel free to contact our office if you have any questions or concerns.

Sincerely,

LORIA
PHILLIPS

Digitally signed by LORIA
PHILLIPS
Date: 2021.10.26 16:16:51
-05'00'

LORIA C. PHILLIPS
Area Director

LCP/lmm

USDA, RURAL DEVELOPMENT
2741 Pennsylvania Ave., Suite 5
Marianna, FL 32448

Phone: (850) 526-2610 Fax: (855) 474-6969

USDA is an equal opportunity provider, employer and lender.

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form (PDF), found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.



United States Department of Agriculture

October 26, 2021

Ms. Brenda Ash, Mayor
City of Apalachicola
192 Coach Wagoner Blvd
Apalachicola, FL 32320

Re: Public Water System Project
WEP Loan: \$474,000.00
WEP Grant: \$1,230,730.00

Dear Ms. Ash:

Rural Development obligated funds for the Public Water System Project in the amount of \$1,704,730.00 on April 19, 2019.

The City of Apalachicola has not expressed interest in proceeding with this project since being given the OK to bid on May 20, 2020. Please submit a written request to have these funds de-obligated no later than Thursday, November 25, 2021 or your proposal to proceed with the obligation.

If we do not receive a response from your organization by **November 25, 2021**, Rural Development will de-obligate Loan 91-10 in the amount of \$474,000.00 and Grant 00-11 in the amount of \$1,230,730.00.

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, handicap, age (provided that the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal agency that administers compliance with the law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

Please feel free to contact our office if you have any questions or concerns.

Sincerely,

LACY MOONEYHAM Digitally signed by LACY MOONEYHAM
Date: 2021.10.26 16:22:47 -05'00'

LACY M. MOONEYHAM
Area Specialist

LMM/Imm

USDA, RURAL DEVELOPMENT
2741 Pennsylvania Ave., Suite 5
Marianna, FL 32448

Phone: (850) 526-2610 Fax: (855) 474-6969

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October 2021 City Manager Updates

Trolley: The trolley is now in the City's name. It was signed over to the City on Friday, October 22, 2021. It is now ready to be included in the next City auction. I have not been told the date of that auction because we are still sending property to be added to that auction. I will make a Facebook post when the auction is scheduled.

Derelict Vessel Removal: I met with the Operations Director from a derelict vessel recovery company and approved their use of the north end of the Mill Pond property to stage their boats and equipment. They are being funded by the FWC to remove several derelict vessels in the area. The Operations Manager and the company owner will meet with me to discuss removing the sunken shrimp boat, Lady Louise, in exchange (partially) for their slip rental and use of City property.

Website: The agreement has been signed and the initial payment has been made I have a meeting scheduled with 2KWeb Group to discuss the specifics and begin the website development process.

Stormwater Maintenance: I met with Alan Hart from Baskerville Donovan Engineering and made visits to the sites of stormwater problem areas. Mr. Hart is assisting in the preparation of our Legislative Appropriations Request for a stormwater study, and he made suggestions for possible temporary repairs to the system in those problem areas.

Legislative Appropriation Requests: As of the date of this update (October 28, 2021) I am preparing the narratives for the appropriation requests. I was advised to combine the stormwater study and the sewer I&I study (\$600 total) into one request, and file the engineering request (\$1 million) separately. The deadline is November 10, but I intend to have them filed by November 2 at the latest. Traci Buzbee has offered to assist me in this process.

Leslie Street: Dewberry engineers are in the process of scheduling a meeting with Florida Department of Transportation officials next week to discuss Leslie Street and determine if FDOT can assist the City with the repairs.

ATTORNEY REPORT

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

1. Referendum on Height Restriction

As directed by the Commission I worked with Bobby Miller to identify the legally appropriate method for establishing a maximum permissible building height restriction through a vote of the electors. Currently the Land Development Code provides a maximum permissible height in each zoning district. This is a consistent 35 feet. A current exception is historic buildings that exceed the 35' height restriction. In the event of damage an owner may rebuild to the previous non-conforming height. In order to accomplish the goal presented to the Commission by Mr. Miller -- to remove the ability of the City Commission to amend the current height restriction and instead place such a decision in the hands of the City voters. Amendment of the Charter by referendum would be required to establish a maximum permissible height which can only be changed through another referendum (vote of the citizens of Apalachicola). The process to be followed is set forth in section 166.031, F.S. and would be implemented by an Ordinance establish ballot language and date for a referendum election. This could efficiently be placed on the ballot for the next regular election.

2. Code Enforcement Matters

a. Smith/Hall SW Floodplain matter

Efforts to settle both cases are ongoing. Kimley Horn has proposed performing an engineering study to determine stormwater improvements required to resolve the dispute between Hall, Smith and the City. The City is being asked to participate in the cost of the

study up to \$1,333.00. The improvements are anticipated to include improvements to City stormwater structures.

b. *Moore*

A citation has been issued following up on the August 2021 Notice to Violation. The violation relates to installation of one (1) fence panel which exceeds permitted height in the Code.

3. **Litigation**

The City has been sued in three wrongful death cases. Case No.(s): 2014 CA 298 – Estate of Cameron; 2015 CA 15 - Estate of Hall and 2016 CA 246 - Butler. I was contacted by insurance counsel (Stephen Cozart, Esq.) who actively represents the City in one of the cases. He asked that I actively participate in two of the cases, as the insurance carrier has initially declined coverage. Case Management Conferences are scheduled for November 1, 2021 in all three cases. I will attend and get up to speed in order to advise the Commission on next steps.

Finance Director – Leo Bebeau

City Commission Meeting – November 2, 2021 – 4:00

1. ***Leslie Street***

On Friday, October 29, 2021, the city received copy of letter from the Florida Division of Emergency Management (FDEM) to the Federal Emergency Management Agency (FEMA) concerning the appeal filed by Leo Bebeau concerning FEMA's decision to declare the City's claim for repair of damages to Leslie Street as a result of Hurricane Sally in 2020.

The **Relief Requested and Conclusion** is as follows:

For the reasons stated in the Applicant's appeal and accompanying documentation, as well as in this letter, the Recipient (FDEM) respectfully recommends that FEMA grant the Applicant's appeal as it relates to the above referenced project and fully fund the claimed costs.

HOORAY!

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

Responses were received from two (2) firms for the Historical Architect / Engineering Services. While both firms are qualified for the projects, the review committee of Leo Bebeau, Bree Robinson and Cindy Clark decided that the best firm for our projects is 4M Design Group PA of Tallahassee. Pricing for their services does not exceed the allowed charges of the grants so no funds are required from the City. **Commission Action** – Authorize Finance Director Bebeau and City Attorney Hartman to negotiate a contract with 4M Design Group PA.

3. *Fire Hydrants*

Installation of 30 new fire hydrants will be completed on Tuesday, November 2, 2021. Documentation will be submitted to the DEP to satisfy the in-kind expenditure by the City to satisfy \$63,400 of outstanding fines. The hydrants for the Phase I of the 2021-2022 Capital Investment Plan outlined in the 2021-2022 Budget will be ordered in December with installation in Calendar Q1, 2022.

4. *Permitting, Planning, Zoning and Code Enforcement*

In Fiscal 2020-2021, the City of Apalachicola recorded \$35,105.26 in receipts from EPCI for services provided for Permitting and Planning Assistance. EPCI provided qualified personnel for 25 hours per week. EPCI received \$234,035.06 as their contract provided for them to keep 85% of all permitting fees collected. EPCI also retained 100% of all plan reviews, fire inspections and numerous other fees which property owners and contractors. After review and analysis, City Manager Wade and Finance Director Bebeau believe that it would be advantageous to bring this function in-house and officially create a department responsible for Permitting, Planning, Zoning and Code Enforcement. City staff has had discussions with Tammy Owens with whom a tentative agreement has been reached to join the City of Apalachicola. She will have management responsibilities for the department. City will have a full time personnel for permitting, certified fire inspection, building inspections etc. Owens is also proceeding with her FLOOD MANAGEMENT CERTIFICATIONS. It was also the expectation of EPCI that the City would pay design review and permitting fees for the numerous grant projects that are beginning. There is an exemption in the contract concerning CBDG, however, that is only about 40% of the projects. Several discussions have been had with Bo Creel of EPCI related to the desire of the City to bring this department in-house. Contract has a 30 cancellation clause.

Commission Action – Direct City Manager Wade, Finance Director Bebeau and City Attorney Hartman to negotiate termination of EPCI contract with requirements on EPCI or payment from EPCI for services upon which EPCI has already received compensation. **Commission Action** – Zoning and Code Enforcement to be renamed Permitting, Planning & Zoning and Code Enforcement Department. **Commission Action** – Approve Budget Amendment #0001 for FISCAL 2021-2022

5. Grants Update

- a. CDBG-DR Infrastructure – Awaiting Scope of Work Request from DEO
- b. CDBG-DR Hometown Revitalization – Submitted Scope of Works for both the Riverfront and Hill Projects.
- c. HMGP Emergency Generators – Documents received and executed. Awaiting CDBG-DR Award for Matching Funds.
- d. HMGP Market Street Vacuum Station Documents received and executed. Awaiting CDBG-DR Award for Matching Funds.
- e. Michael FEMA Projects – Finance Director must file a quarterly report that indicated little or no progress on many funded claims.
 - i. Lafayette Park Pier Pavilion, Work Begins 12/4/2021
 - ii. New documents are filed with the US Corps of Engineers. FEMA requested documentation on communication and certain approvals or permits from the Corps of Engineers. Finding documents old documents would help.
 - iii. Dewberry working on documentation for Scopes on Bodiford Park and the Mill Pond Mooring Basin.
 - iv. Battery Park V Pier has sparked interest at FEMA even though there has been no determination from NFWS concerning the habitat of the endangered sawfish. Three pages of questions have been answered.
 - v. Lafayette Park Pier Pavilion, Work Begins 12/4/2021

6. Community Center

Roof Waterproofing and Replacement – Work Begins Monday 11/8/2021

7. Holy Family

Roof and Building Envelope repairs – Work Begins Monday 11/8/2021. Completion within 30 days of start.

8. DEP Grant Applications

Grant #2 is an application for the WWTP totaling \$14.5 million. This grant application has been moved forward and the DEP request what this time is a complete document. It was submitted on Monday, October 25th.

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

9. New DEP Grant Application

WWTP Tack cleaning. US Submergent to start work. On November 15, 2021.

10. Disaster Recovery Refuse Removal

Contracts completed. SDR and TetraTech.

11. **Battery Park** – 10 Foot Hole Seawall – Now mired in the Endangered Miniature Sawfish Dilemma.

12. **USDA Water Street Permeable Parking Sidewalk and Lighting** – Ad running again without mandatory meeting. USDA requested the City do this the third time as we have had only one interested contractor. New submission date 11/18/2021

All information included in this report is accurate as of October 29, 2021 4:00pm. After that time, information is subject to change.



STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis
Governor

Kevin Guthrie
Director

Ms. Gracia B. Szczech
Region IV Administrator
Federal Emergency Management Agency
3005 Chamblee–Tucker Road
Atlanta, Georgia 30341
(via email to FEMA-R4-PA-Appeals@fema.dhs.gov)

Re: 1st Appeal Request on Behalf of Applicant
City of Apalachicola
DR-4564; Grants Portal #159813/FloridaPA #N/A
PA ID: 037-01625-00

Dear Ms. Szczech:

The Florida Division of Emergency Management (Recipient or FDEM) has received the attached letter from the City of Apalachicola (Applicant or City) appealing the denial of funding for Project #159813 in the amount of \$533,607.64.

FEMA's decision was outlined in an undated letter received by Applicant on 07/02/2021. Applicant appealed this decision by letter, which was received by Recipient on 08/30/2021. The appeal was timely submitted to the Recipient and the Recipient also herein timely transmits this recommendation and the accompanying appeal to FEMA Region IV.

Background and Issue on Appeal

The Recipient respectfully recommends that FEMA grant the Applicant's appeal as it relates to the above referenced project. Recipient is supporting Applicant's appeal of this project pertaining to road repairs. The issue on appeal is whether the Applicant has sufficiently demonstrated that the damages were caused by the disaster.

Hurricane Sally made landfall as a slow-moving Category 2 hurricane, causing widespread wind, storm surge, and flooding across the western Florida Panhandle. Flood and wind damage also extended well inland and into the south central areas of the Gulf Coast. Between 20 to 30 inches of rainfall were recorded in many Panhandle locations. Floodwaters inundated roads, bridges, and facilities, causing widespread damage not only to commercial businesses, but to local and state infrastructure. Applicant sustained significant damage to its facilities resulting from the disaster's high winds, heavy rain, and flooding. Applicant will utilize contract services to perform repairs.

At a minimum, work must be required as a result of the declared incident, be located within the designated area, and be the legal responsibility of an eligible applicant. The applicant is responsible for showing that work is required to address damage caused by the declared event. FEMA does not provide funding for repair of damage caused by deterioration, deferred maintenance, failure to take measures to protect against further damage, or negligence. When necessary to validate damage, the applicant may be required to provide pre-incident photographs of the impacted site or facility; and/or documentation supporting pre-disaster conditions of the facility.

Permanent work to restore roads and bridges is eligible unless restoration is under the specific authority of another federal agency. When evaluating eligibility of reported road damage, in addition to evaluating how the incident caused the damage, FEMA reviews maintenance records or documentation establishing that the applicant has a routine maintenance program. In the absence of maintenance records, FEMA reviews material purchase invoices and activity logs and inspects other sections of the applicant's road system to confirm the performance of regular maintenance activities. FEMA issued *Public Assistance Guidance on Inundated and Submerged Roads* (FP 104-009-13) in April of 2021, to apply retroactively to this disaster.

FEMA's Policy Significantly Changes Program Eligibility of Inundated Road Damages Without Public Comment

FEMA's Submerged Roads Policy creates additional considerations specific to submerged gravel roads (unpaved roads) that do not exist in the PAPPG v. 4 (applicable to this disaster), and was promulgated without public comment. FEMA is now requiring applicants to demonstrate actual gravel surface loss, reimbursing only for portions of the road that were disaster damaged, excluding rutting of submerged sections, and stating outright that corrugation is not eligible for repair or restoration. The policy does not provide any reasoning or explanation concerning why FEMA concluded that these items are not caused by inundation.

The policy makes significant changes to the PAPPG that effectively prevents applicants from claiming disaster damages to unpaved roads caused by inundation. FEMA promulgated this policy without engaging the public rulemaking process it utilizes for the PAPPG. The purpose of rulemaking is to inform the public of proposed rules before they take effect so that the public may provide data which the agency may analyze to determine the appropriateness of the proposed rule. Although the Policy itself states that policies do not have the force and effect of law, this caveat is meaningless as this policy has resulted in mass deobligations for disaster damages resulting from inundation of unpaved roads, of which this project is one.

FEMA's Policy Disproportionately Impacts Economically Disadvantaged Communities

FEMA has recently begun to examine more closely the accessibility of its programs to underserved and historically marginalized communities. FEMA has sought feedback

from both the general public and from state and local government entities to identify gaps regarding equity and accessibility. These efforts are undermined by its Submerged Road Policy. Many unpaved roads in the State of Florida are located in rural areas typically classified as fiscally constrained. This is especially true for the Counties impacted by Hurricane Sally. Nine of the fourteen declared counties are classified as fiscally constrained by the State. Applying this policy disproportionately impacts these communities and effectively prevents them from recovering from disasters.

Applicant is the county seat for Franklin County, one of the State's twenty-nine fiscally constrained counties, with an estimated population of 2,400. The median household income is \$46,979, which is far below the state median of \$55,660 and the national median of \$62,843. An estimated 17.6% of its residents live below the poverty line, in comparison to the state's 12.7% and the nation's 11.4%. Furthermore, the COVID-10 Pandemic has resulted in significant losses in available local revenue. The City cannot absorb the costs of repairing the damages caused by Hurricane Sally, and should not have to as these are damages that are ordinarily eligible for PA reimbursement if not for the recently promulgated Policy. The Recipient urges FEMA to reverse this policy because it disproportionately impacts vulnerable communities and leaves them unable to recover after a disaster.

FEMA's Actions Deviated from Established Process

If the information that Applicant had provided was insufficient to substantiate its claim, FEMA should have issued a RFI. Recipient can locate no RFIs for this project, any explanation detailing why the documentation already provided is insufficient, or what information FEMA requires in addition to that already provided. FEMA simply issued a blanket denial of all funding without providing the Applicant an opportunity to provide additional documentation or clarification. Recipient urges FEMA to reconsider its decision to disallow all funding and determine the extent of the disaster damages to the Applicant's facilities.

Relief Requested and Conclusion

For the reasons stated in the Applicant's appeal and accompanying documentation, as well as in this letter, the Recipient respectfully recommends that FEMA grant the Applicant's appeal as it relates to the above referenced project and fully fund the claimed costs. If you have any further requests for technical information regarding this request, or for informal dispute resolution, please contact Appeals Officer Sherin Joseph by telephone at (850) 815-4445 or via email at Sherin.Joseph@em.myflorida.com and FDEM-PA-Appeals@em.myflorida.com.

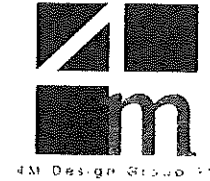
Sincerely,

Melissa Shirah Digitally signed by Melissa Shirah
Date: 2021.10.29 10:30:54 -04'00'

Melissa Shirah
Recovery Bureau Chief
Florida Division of Emergency Management

October 15, 2021

Mr. Leo Bebeau, Finance Director
And Members of the Selection Committee
The City of Apalachicola
192 Coach Wagoner Boulevard West
Apalachicola, Florida 32320



RE: **Letter of Interest**; Request for Qualifications; Professional "Historical Architectural and Engineering Services" for the Montgomery and the Harrison-Raney Cotton Warehouses, Water Street, Apalachicola, FL

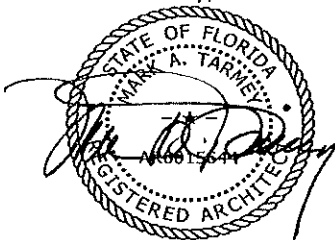
Dear Mr. Bebeau and Selection Committee Members,

4M Design Group, P.A., is a professional architectural services firm located in Tallahassee, Florida. We have practiced in the Florida panhandle region for over 35 years. We have previous and relevant practice experience in Apalachicola having served the City as the Architectural Reviewer for several years and having provided consulting services on a number of historic properties including the Chapman House, Trinity Episcopal Church Restoration, the Orman House s and the proposed Scipio Creek Marina redevelopment. Additionally, we designed the Public Restrooms which won several design awards for compatible infill in the downtown historic district. We most recently served as the Design Consultant for the award winning Apalachicola Sea-Level Rise Study.

We are pleased to present our qualifications in response to your Request for Professional Historical Architectural and Engineering Services for the Montgomery and Harrison-Raney Cotton Warehouses in Apalachicola. With this response, we hope to continue to demonstrate our commitment and depth of experience providing carefully designed and fiscally responsible architectural solutions for the City of Apalachicola. 4M Design Group has practiced in the Florida panhandle from Lake City to Pensacola including all of the coastal counties since its founding in 2007. 4M Design Group founder Mark Tarmey has 40 years of experience as a Design Architect and 35 years of experience as a Principal. 4M Design Group brings together a seasoned staff of talented Architects. We have completed a number of historic projects from restorations designed to the Secretary of the Interiors Standards to adaptive reuses of genuinely historic buildings. We specialize in historic masonry and frame buildings. We have completed multiple preservation projects in Tallahassee, Gainesville, Orlando, and Apalachicola, and Monticello, Florida.

4m Design Group is an S-type Corporation registered with the State of Florida. We are located at 1208 Hays Street, in Tallahassee. Importantly, we are fully invested in Apalachicola having served the City for more than 15 years. We look forward to an opportunity to meet with and discuss our qualifications with you and the members of your selection committee.

Sincerely,



Mark A. Tarmey, A.I.A. | NCARB, Managing Principal & Senior Architect; 4M Design Group, P.A.



RESPONSE TO CITY OF APALCHICOLA REQUEST FOR QUALIFICATIONS FOR HISTORIC ARCHITECTURAL PRESERVATION & ENGINEERING PROFESSIONAL DESIGN SERVICES for the Montgomery and Harrison-Raney Cotton Warehouses, Apalachicola, Florida



Letter of Introduction

4m Design Group, PA | Architects | Planners | Interiors
1208 Hays; Street 2nd Floor, Tallahassee, FL 32301
P 850.422.3676 F 850.421.3676 www.4mdesigngroup.com
E-address: mark@4mdesigngroup.com

Brief History

4m Design Group was founded by Architect Mark Tarmey in 2007 following 10 years as the Managing Principal of the award winning Huffman | Tarmey Architecture firm. We are full service architectural design firm offering architecture, planning, interiors, and sustainable design services with a specialization in historic preservation. Mark was the 2010-11 recipient of the Rotary Clubs of North Florida's Bill Duggar Ethics in Business Award.

Our professional portfolio includes renovations, remodeling and historic structure rehabilitations, and new construction for a wide variety of project typologies that include Commercial, Educational, Hospitality, Financial Services, Medical/Health Care, and Residential design at a variety of scales. We have provided design services for public and private education from Kindergarten through post-secondary education, and have a diverse portfolio of work from single and multi-family to high rise commercial experience. We have a specialized practice area in design of historic properties and for facilities designed for children and adults with special needs and other disabilities.

Corporate Structure

4m Design group is an S-Type Corporation incorporated in the State of Florida.

Ownership & Authorized Representatives

Mark A. Tarmey A.I.A. | NCARB, President; mark@4mdesigngroup.com
Andrea Campos-Heath, Vice President; andi@4mdesigngroup.com

Location/Distance

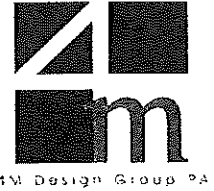
All work for this project will be performed in our Tallahassee Office located at 1208 Hays Street, 2nd Floor, Tallahassee, FL 32303

4m Design Group Pa Architecture Office is 77.5 miles from the project site or 1 hour and 30 mins travel time by automobile.

We currently have projects in process on St. George Island, in Indian Pass and at WindMark Beach. We are frequently and typically available in Franklin and Gulf Counties



RESPONSE TO CITY OF APALCHICOLA REQUEST FOR QUALIFICATIONS FOR HISTORIC ARCHITECTURAL PRESERVATION & ENGINEERING PROFESSIONAL DESIGN SERVICES for the Montgomery and Harrison-Raney Cotton Warehouses, Apalachicola, Florida



SECTION 2 – PAST EXPERIENCE AND PERFORMANCE

RE: RESPONSE TO CITY OF APALACHICOLA REQUEST FOR QUALIFICATIONS FOR HISTORIC ARCHITECTURAL PRESERVATION & ENGINEERING PROFESSIONAL SERVICES for the Montgomery and Harrison-Raney Cotton Warehouses

Past Experience and Performance

4M Design Group, P.A. has provided continuing architectural services to several school boards and nearly all private school entities in the Tallahassee area over the 14 years that we have practiced as 4M Design Group, PA Architecture. We have maintained a consulting position with some historic entity within the City of Apalachicola since our founding in late 2007. 4M has provided a variety of scales of project work, from ADA and Florida Accessibility Code updates to complete site-wide redevelopment of Scipio Creek. We have designed new constructions such as the new city public restrooms and renovated significantly historic buildings including the Trinity Episcopal Church and Rectory, Coombs House, and Orman House. We have served as a Trustee of the Florida Trust including serving as President and Treasurer and Mr. Tarmey and his wife both served as Trustees of the Board of Directors of the Chapman House.

4M Design Group, Architects are the trained "Historic Preservation Architects". We have over thirty (30) historic genuinely historic sites and historic preservation projects in the State of Florida. Many Architects conveniently identify themselves as "qualified" preservation Architects, however, specific educational and appropriately trained architectural historic preservationists including building and window conservators only exist in approximately twenty very specialized design firms throughout the state. We know all of those of firms and compete with them fairly and honestly. Each of our preservation projects provides a unique opportunity for each community in which they are located to experience and embrace the historic qualities of their community. Regardless of scale or use, a historic downtown structure or near urban historic residence of a historically significant personage commands the attention of a community. This critical sense of place inspires the development of a city and community, and establishes the means for people to embrace their community. Whether it inspires a child to stay in the home city of their childhood or attracts a short term visitor to come and establish a new place to live and work, the sense of permanence and stability derived from an appropriately renovated historic building prepares us for the next generation of civic growth.





SECTION 4 – PROJECT APPROACH + DESIGN DOCUMENT DELIVERY

RE: RE: RESPONSE TO CITY OF APALACHICOLA REQUEST FOR QUALIFICATIONS FOR HISTORIC ARCHITECTURAL PRESERVATION & ENGINEERING PROFESSIONAL SERVICES for the Montgomery and Harrison-Raney Cotton Warehouses

A. Project Approach Statement

4M Design Group, P.A. has developed a standard and proven plan and office policies that direct a protocol for project approach and project management which we have integrated as a consistent approach to the development and execution of a wide range of project types. Utilizing these strategies allows us the capacity to create and deliver fiscally achievable and functionally appropriate architectural design services. In accordance with the 'Schedule Of Deliverables' contained in Exhibit A of Article 2 of the American Institute of Architects Document B101-2017, "Standard Form of Architect's Services: Design and Construction Administration", our project approach has been carefully developed over many years of practice to provide a comprehensive program which follows the required sequence of events in a measured and systematic sequence in order to achieve a well thought-out and clear design solution for each phase of service delivery required by any project we accept as a commission.

This approach begins with a team meeting which establishes direct lines of communication and initiates an on-going "dialog" with all parties to the project in order to clearly define the project goals. Included in these first and most basic discussions is the available budget and desired client and end-user outcomes specifying any mandated delivery dates. By articulating the boundaries of budget and schedule, a framework for the design program can be drafted for refinement and execution. This approach provides an opportunity for each member of the team to evaluate the project in terms of strongest potential design parameters based on first hand interaction with the Architect, the project sponsoring organization leadership team (City, County, School Board or private entity), and the end-user group. These engagements in combination with a thorough and honest assessment of existing conditions as well as other critical "design metrics" establish and separate programmatic "needs and wants" as directed between the Architect, and the client team. They provide for the development of a design program which identifies the types of spaces and sizes required of each that will appropriately respond to the project needs as determined by the client and end-user. Failures in design outcomes typically result in frustration and are often predicable due to end user input and design goals that were over looked or ignored in favor of expedition of a budget or poorly made design decisions in the earliest stages of planning.





A. Project Approach Statement (continued)

As Architects, we understand that there is always more than one solution for any given design problem. Within the parameters of budget and schedule, we intend to explore alternatives in order to determine the best design result and most cost effective solution that will enhance the existing historic environment and context.

Our project scheduling component will include all of the required schedule milestones as well as projections which will inevitably be amended and updated with input from the City and DHR personnel, the end users, and the selected Contractor or Construction Manager.

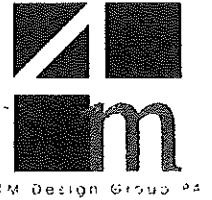
This sharing of information insures a focused understanding of the methods and materials of construction, the various opportunities for cost efficiency, and agreement on cost controls that effect material selections. This information is a reflection the environment as well as the market conditions that effect their use. By utilizing up-to-date estimating software and cost control forecasting we can make material selections that will allow for durability, resiliency and employ other tactics such as advance purchasing in order to reduce lead times and the potential for budgetary shortfalls.

At multiple points during the course of the project, the project client or sponsoring entity will have the opportunity to review the design process. Years of renovation and remodeling experience provide a wealth of information to the Architect by including not only building code data but also city and historic preservation policy and best practices. We believe that building confidence and demonstrating our commitment to each of the of the individual design elements requires a relationship of respect and trust so that the final outcome is one of a shared vision and a commitment to provide the best completed design outcome for the rehabilitation or reuse of a historic building.

The best results for projects which utilize the renovation and/or add new construction to existing historic environments are those which are seamlessly stitched into existing fabric of a community. Citizens and visitors will certainly recognize change and new additions including well-made renovations which add to and modify existing buildings to provide necessary supplemental square footage and often are required code directed improvements, such as accessibility components and restrooms. These types of projects indicate to the public that needed change has been identified and responded to in order to make their community a better place.

At 4M Design Group, we make extensive use of 3-dimensional modeling in our design process. This technology allows us to view the proposed renovations and additions in ways previously unavailable in two dimensional construction documents. These models allow us to visualize detail and identify problematic conditions before they appear in the field during construction. By utilizing these technologies we are able to tailor staff size and streamline our project team in order to continue to provide high quality services at in the most cost effective manner. Our staff regularly attends Code update and educational design seminars to stay abreast of the latest trends in design for historic buildings and structures.





A. Project Approach Statement (continued)

Each of our four Registered Architects has 15-35+ years of construction experience and we bring a depth of knowledge that compliments the skill set and knowledge base provided by the Contractor or Construction Manager. Working together we strive to compress design and documentation schedules to align with other civic calendars in order to minimize disruption of community activities. With staff and public as well a construction contractor safety as guiding values, we will design the programmed renovations and additions for these renovation projects to minimize risk to all parties involved.

All members of the design team, Architects and Consultants, have worked together previously on related projects. We have a mutual directives that insist on strict adherence to scope and schedule. Again, with the aid of technology, we establish digital communication so that all information flows smoothly to every member of the design team. We augment this list when the Contractor/CM is identified. This allows for seamless and inclusive distribution of information, and effective coordination and accountability.

B. Schedule Delivery

Based on the information contained within each project description, and tailored to the historic civic environment in Apalachicola we believe strongly that each community has its own sense of identity and that one size or one design solution does NOT fit all.

C. Small Business and Minority Participation

Each member of the proposed Consultant team is a Small Business. 4m Design group is recognized as a Certified Small Business by the United States Small Business Administration, and most of the North Florida Counties that we provide professional consulting services for. We have intentionally selected each of our Consultants based on their successful track records because they, like 4M Design Group, PA, are also qualified Small and/or Minority or Women Owned Businesses. This insures our participation and equitable disbursement of tax dollars to SBE's throughout our community.

Our staff is made up of 3 Women, 4 men, including multiple ethnicities. As an indication of our desire to achieve a reasonable level of inclusiveness and racial equality, it is a strong indication of the place that race and ethnicity play in the in the evolving profession of Architecture. One of our core staff, is a decorated United States Army Veteran who served honorably with U.S. Special Forces in the Middle East.

These STANDARDS of inclusion and diversity are hallmarks of our practice and have been since its founding in 2007.



CITY OF APALACHICOLA
BUDGET AMENDMENT FOR 2021-2022
BUDGET AMENDMENT #0001

Be it Ordained by the City Commission of the City of Apalachicola that the following amendment be made to Budget Ordinance 2021-04 for the Fiscal Year ending September 30, 2021:

FUND: General Fund

DEPARTMENT: Permitting, Planning, Zoning and Code Enforcement

PURPOSE: To amend budget for increased revenues and expenses for and in-house department

ACCT#	ACCOUNT NAME	DEBIT / (CREDIT)	AMENDED BUDGET TOTAL
1422001	BUILDING PERMIT FEES	160,000	200,000
	SALARIES	80,000	163,875
	SOCIAL SECURITY	6,120	12,536
	FRS (RETIREMENT)	8,656	17,731
	GROUP INSURANCE	12,880	33,993
	GAS & OIL	1,500	3,000
	WORKERS COMP INS.	595	1,190
	COMMUNICATIONS	700	3,500
	EQUIPMENT	3,500	5,000
	SOFTWARE	0	3,000
	VEHICLE REPAIRS & MAINT	1,000	2,000
	CAPITAL OUTLAY	0	7,000
	RESERVE / GENERAL FUND	45,049	45,049

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

- 1. RECITALS.** The above recitals are true and correct and are hereby incorporated herein by reference.
- 2. ADOPTION OF THE BUDGET AMENDMENT.** The City Commission hereby adopts the Budget Amendment for FISCAL 2021-2022.
- 3. EFFECTIVE DATE.** This Amendment shall take effect upon its approval.

DULY PASSED AND ADOPTED by the City Commission of the City of Apalachicola, Florida, on this 2nd day of November, 2021.

Motion made by: _____ Seconded by: _____

Voting AYE:

Voting NAY:

CITY OF APALACHICOLA, FLORIDA

ATTEST:

Deborah Guillotte, City Clerk

Brenda Ash, Mayor



City of Apalachicola

Budget Amendment #1 - 11/2/2021

PPZCE - Permitting, Planning Zoning & Code Enforcement Amended BUDGET for October 1, 2021 to September 30, 2022

REVENUE

00-1422-001	BUILDING PERMIT FEES	40,000	200,000
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PPZCE - Permitting, Planning Zoning & Code Enforcement Amended BUDGET for October 1, 2021 to September 30, 2022

ACCOUNT NUMBER	DESCRIPTION	ADOPTED BUDGET 2021-2022		COMMENT OR EXPLANATION
PERSONNEL				
00-1511-020	SALARIES & WAGES	83,875	163,875	Adding Manager
00-1511-021	SOCIAL SECURITY	6,416	12,536	
00-1511-021	RETIREMENT	9,075	17,731	
00-1511-023	GROUP INSURANCE	21,113	33,993	
TOTAL PERSONNEL		\$120,480	\$228,136	
OPERATING EXPENSES				
	BUILDING INSPECTIONS CONTRACT	0		
	LEGAL SERVICES	0		
	PLANNING CONTRACT	0		
	PROVISION FOR PLANNING	0		
	FLOOD PLAIN MANAGEMENT	2,500	2,500	
00-1511-520	SUPPLIES	3,000	3,000	
00-1511-052	GAS	1,500	3,000	
00-1511024	WORKERS COMP. INSURANCE	595	1,190	
00-1511-480	ADVERTISING	600	600	
00-1511-410	COMMUNICATIONS	2,800	3,500	
00-1511-470	EQUIPMENT	1,500	5,000	
00-1511-461	IT SERVICES	1,200	1,200	
00-1511-490	SOFTWARE		3,000	
00-1511-450	VEHICLE REPAIRS & MAINT.	1,000	2,000	
TOTAL OPERATING EXPENSES		\$14,695	\$24,990	
CAPITAL OUTLAY				
00-1511-600	CAPITAL OUTLAY	0	7,000	
TOTAL CAPITAL OUTLAY		\$0	\$7,000	
DEBT PAYMENT				
	DEBT PAYMENT	0	0	
TOTAL DEBT PAYMENT		\$0	\$0	

PLANNING AND ZONING DEPARTMENT TOTAL EXPENSES \$135,175 \$260,126

DEPARTMENT CONTRIBUTION / COST -\$95,174.71 -\$60,125.71

CAPITAL OUTLAY	7,000
Pick-up for Permitting	7,000
(\$28,000 for New Vehicle)	

DEBT SERVICE	0
	0

MINUTES OF THE SPECIAL MEETING OF THE APALACHICOLA CITY COMMISSION HELD
THURSDAY, SEPTEMBER 30, 2021, 4:30 PM AT THE APALACHICOLA COMMUNITY CENTER.

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

CALL TO ORDER

Attorney Dan Hartman advised the Board as to how to convene the meeting and appoint a member as the Mayor Pro-Tem.

Commissioner Despina George made a motion for Commissioner Anita Grove to convene the meeting as Mayor Pro-Tem for the duration of the meeting. Commissioner Adrian Elliott seconded and the motion carried 4-0.

Acting Mayor Pro-Tem Anita Grove called the meeting to order and Interim Commissioner Tammie Ray-Hutchinson gave the Invocation, followed by the Pledge of Allegiance.

LEGISLATIVE APPROPRIATIONS REQUESTS

1) Approval of Contract for Storm Debris removal – Southern Disaster Recovery, LLC.
– City Manager Travis Wade conveyed to the Commission that we received 11 proposals. Commissioner George, Mr. Wade and Briana Robinson reviewed the proposals and out of the 11, they recommend this Company to be our provider. In a response to a question by Commissioner Elliott, Finance Director Leo Bebeau stated that the contract term would be for two years.

Commissioner Elliott made a motion to award the Contract for Storm Debris removal to Southern Disaster Recovery, LLC, and the Contract for Debris

Monitoring Services to Tetra Tech, Inc. Commissioner Ray-Hutchinson seconded and the motion carried 4-0.

2) Approval of Contract for Debris Monitoring Services – Tetra Tech, Inc.

Commissioner Elliott made a motion to award the Contract for Debris Monitoring Services to Tetra Tech, Inc. Commissioner Ray-Hutchinson seconded and the motion carried 4-0.

ADJOURNMENT

Commissioner George made a motion to adjourn the meeting. Commissioner Elliott seconded and the motion carried 4-0.

Brenda Ash, Mayor

Deborah Guillotte, City Clerk

MINUTES OF THE REGULAR MEETING OF THE APALACHICOLA CITY COMMISSION HELD
TUESDAY, OCTOBER 5, 2021, 5:45 PM AT THE APALACHICOLA COMMUNITY CENTER.

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

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

CALL TO ORDER

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

AGENDA ADOPTION

Commissioner Adriane Elliott made a motion to adopt the Agenda amending Agenda Item 4, adding Resolution 2021-12 Appointment of Mayor Pro-Tem and under the Consent Agenda adding Resolution 2021-13 Florida Seafood Festival Highway 98 road closure. Commissioner Despina George seconded and the motion carried 5-0.

SWEAR IN NEW MAYOR/COMMISSIONERS:

1. Roderick Robinson administered the Oath of Office to Mayor Brenda Ash.
2. Gordon Shuler administered the Oath of Office to Commissioner Anita Grove.

Interim Commissioner Tammie Ray-Hutchinson stated that she was grateful for the opportunity of serving her hometown Apalachicola as the Interim City Commissioner. Ms. Ray Hutchinson stated it was an honor, a privilege, and a great learning experience, and "I thank the Commission and staff for having the confidence in her and giving her the opportunity to serve on the Board".

3. Travis Wade administered the Oath of Office to Commissioner Donna Duncan.

APPOINTMENT OF MAYOR PRO-TEMPORE – RESOLUTION 2021-12

Commissioner George made a motion to appoint Commissioner Anita Grove as Mayor Pro-Tem and to adopt Resolution 2021-12. Mayor Ash seconded and the motion carried 4-1. Opposed: Commissioner Adriane Elliott

PRESENTATIONS

1. Appreciation Plaque to Interim Commissioner Tammie Ray-Hutchinson – Mayor Ash presented Tammie Ray-Hutchinson with a plaque of appreciation honoring her for her dedication and exemplary service as the Interim City Commissioner Seat 4.

2. Appreciation Plaque to former Library Director Carrie Kienzle - Mr. Wade presented Carrie Kienzle with an appreciation plaque honoring and thanking her dedicating her time and hard work as the Library Director.

Mayor Ash opened the public hearing.

PUBLIC HEARING

1. ORDINANCE 2021-04 – FISCAL YEAR 2021-2022 BUDGET

Finance Director Leo Bebeau read Ordinance 2021-04 in its entirety:

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF APALACHICOLA, FLORIDA ADOPTING THE 2021-2022 FISCAL YEAR BUDGET

Library Director, Lucy Carter had a concern about the \$17,000 revenue line item, and questioned if the library has to generate this amount of money. Mr. Bebeau stated that this was revenues received in fees, services, and donations received from PALS and other entities that go into the Library budget. Mayor Ash stated that this figure is based on the fiscal year 2020-21 budget, and any questions about the budget please get with the finance director.

CRA Director, Sheneidra Cummings questioned the allocation of \$98,224, to be contributed to a special fund, asking was this the same as the trust fund. Mr. Bebeau stated that it was the same.

Mayor Ash closed the public hearing.

UNFINISHED BUSINESS

**1. ORDINANCE 2021-04 – ADOPT FISCAL YEAR 2021-2022
FINAL ANNUAL BUDGET**

**AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF APALACHICOLA,
FLORIDA ADOPTING THE 2021-2022 FISCAL YEAR BUDGET**

Mr. Bebeau read Ordinance 2021-04 in its entirety:

Commissioner Despina George made a motion to adopt Ordinance 2021-04 adopting the 2021-2022 Final Annual Budget. Commissioner Grove seconded and the motion carried 5-0.

UNFINISHED BUSINESS

2. APALACHICOLA BAY SYSTEMS INITIATIVE – COMMISSIONER ANITA GROVE

Commissioner Grove stated the Apalachicola Bay System “ABS” Initiative is a restoration plan to restore oysters to the Apalachicola Bay. ABS would like a commitment that the City will continue to have a City Commission member serving on this committee, and a Draft statement of Commitment to support the initiative. Commissioner Grove stated she would like to continue to serve on this committee.

Commissioner Grove made a motion to agree on the City drafting a statement to continue support of the Apalachicola Bay Systems Initiative Plan to restore the Bay. Commissioner George seconded.

Commissioner Grove amended her motion to include that she would continue to serve on the committee and that the City draft a statement letter to support the Apalachicola Bay Systems Initiative Plan to restore the Bay. Commissioner George seconded and the motion carried 5-0.

UNFINISHED BUSINESS
3. RESTORE CITY SQUARES PROJECT
– DIANE BREWER

Ms. Diane Brewer presented the Commission and staff with a packet containing: 1) the reprinted 1974 HUD award winning study by the late Willoughby Marshall, and 2) the 2020-21 Senior Design Project on the squares restoration by FAMU-FSU College of Engineering. Mayor Ash thanked her for all her effort in time in this project.

NEW BUSINESS
1. MOSES ROPER STATE HISTORICAL MARKER – ELINOR
MOUNT-SIMMONS

Ms. Elinor Mount-Simmons gave a brief summary and requested that the City support the State Historical Marker honoring Moses Roper, which is funded by a Duke Energy grant, and the placement of the marker at the Apalachicola Riverfront Park. The Commission is in support of this State Historical Marker. Commissioner concerns: 1) the process of how this application was submitted; 2) the kiosk that was placed in the HCA building without the Commission being notified; 3) placement of the marker at Riverfront Park and having two markers side by side; and) who will be overseeing the project. Commissioner George recommends that this proposal not be accepted at this time, and for staff to work with H'COLA for a resolution.

August West stated that Apalachicola Main Street partnered with H'COLA on this project, and did administer the grant paperwork to Duke Energy. Ms. West stated there will be a meeting in October and it would most likely be awarded in November.

Commissioner George made a motion that the Moses Roper State Historical Marker be tabled and be placed on the November Agenda. Commissioner Elliott seconded and the motion carried 5-0.

NEW BUSINESS
2. RECREATION COMMITTEE MEMORIAL PLAN – ELINOR
MOUNT-SIMMONS

The Commission had concerns and would like the following added into the Plan: 1) variety of materials, depending on the park would be considered; 2) application to apply; 3) does

the individual decide where the memorial item will be placed – The City and the Parks and Recreation Committee will have a say in this also; and 4) remove light fixtures and trash receptacles from the plan.

Commissioner George made a motion to approve the Apalachicola Citizen Memorialization Program, and authorize that a press release be created by Ms. Mount-Simmons and the Parks and Recreation Committee to announce the beginning of the program and that it be published in the local paper. Commissioner Grove seconded and discussion held. Motion carried 5-0.

NEW BUSINESS

3. LIGHTS AFTER SCHOOL PROCLAMATION

Mayor Ash highlighted the Lights after school proclamation to supply a safe after school program for our children.

PUBLIC COMMENT

Ms. Mount-Simmons stated H'Cola will be honoring Dr. Frederick Humphries with several events the Seafood Festival weekend. These events consist of the following: 1) Friday - November 5th - fish fry; 2) Saturday – November 6th -Orange and Green Gala; 3) a yearly event will be held to be able to continue this scholarship; and 4) presenting Dr. Frederick Humphries family with a Proclamation and a key to the City.

Library Director, Lucy Carter discussed the following: 1) there will be a pumpkin patch at the Library the month of October to early November. These pumpkins were donated by the Piggly Wiggly; 2) library hours extended from 10am to 6 pm; 3) library getting involved with the Lights after School Program; 4) library fees services lowered for city residents; and library cards.

CRA Director, Sheneidra Cummings stated she would like to work with the Recreation Board on 6th St. Park redevelopment.

Brian Grenard discussed his stormwater issues. To be discussed at the October 19th workshop.

MAYOR AND COMMISSIONER COMMENTS – REPORT ATTACHED

Mayor/Commission Reports – See Attachment “A”

CITY MANAGER COMMUNICATIONS – REPORT ATTACHED

City Manager’s Report – See Attachment “B”

Bodiford Park Kayak Launch - Mr. Wade stated that the City is preparing a FRDAP grant to create a kayak launch at Bodiford Park on Water Street for \$50,000 with no match from the City. Mr. Wade also stated that we have Bodiford Park in a CDBG grant application; however, this will not affect this FRDAP grant in any way.

ATTORNEY COMMUNICATIONS – NO REPORT

FINANCE DIRECTOR COMMUNICATIONS – REPORT ATTACHED

Finance Director’s Report – See Attachment “C”

Mayor Ash thanked Mr. Bebeau for all his hard work during this budget process.

- Update on Planning, Permitting and Code Enforcement Reorganization

Mr. Bebeau stated he is researching the benefits of having our own Planning, Permitting and Code Enforcement reorganization, other than having a contract service (EPCI), which we are using at this time.

Lafayette Park Lighting project – Commissioner Elliott recommends that the City proceed with the lighting process, which would be approximately \$6000 that will come from the FEMA funds.

Commissioner Elliott made a motion that the City will proceed with the completion of the refurbishing project at Lafayette Park with FEMA funds. Commissioner Donna Duncan seconded followed by discussion. Motion carried 5-0.

CONSENT AGENDA

A. Meeting Minutes Adoption – September 7, 2021 Regular Meeting, September 8, 2021 Emergency Meeting, September 8, 2021 Budget Workshop; September 16, 2021 Budget Workshop; and September 22, 2021 Public Hearing/Special Meeting Minutes

B. Planning & Zoning – September 20, 2021

C. Resolution 2021-13 – Florida Seafood Festival Closure US Hwy. 98.

Mayor Brenda Ash read Resolution 2021-13 in its entirety.

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

DEPARTMENT REPORTS

ADJOURNMENT

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

Brenda Ash, Mayor

Deborah Guillotte, City Clerk

Mayor's Report

It's an honor to be chosen as Mayor of Apalachicola. Thank you. Thank you for trusting me with the challenge of leading you, the residents of Apalachicola, and the staff. Thank you, Commissioner Tammy Ray-Hutchinson, for your service. It has indeed been an honor to have worked with you. Your knowledge and perspective have been insightful. I look forward to your continued input in the city government. Congratulations to Commissioner Anita Grove and incoming Commissioner Donna Duncan. I look forward to working with you.

- **October meeting:** The October meeting will begin at 5:45 pm instead of 6:00 pm.
- **Legislative Appropriations/Triumph Grant Workshop:** At the September meeting, a request was made to the Board to submit recommendations for the workshop, which is scheduled for October 19th 4:00 pm.
- **Stormwater:** The city has been inundated with rain and flooding. Many complaints and concerns have been made and heard. City staff and elected officials have heard these complaints. To begin formulating plans, Manager Wade and I toured the city with the engineers:
 - **Short term:** The City will revamp the routine maintenance plan and schedule, prioritizing those areas that require immediate attention.
 - **Long term:** The City has begun the research phase that includes but is not limited to funding and locating the significantly damaged pipes.
- **Work Orders/Complaints:** There is a system in place for residents to make complaints and work order requests:
 - **Requests/Work orders:** Submit all work orders to City Staff-Administration office only. Janelle Paul at janellepaul@cityofapalachicola.com or Melissa Hand at melissahand@cityofapalachicola.com
 - **Complaints/Concerns:** Submit all complaint and concerns to the City Staff-Administration office in writing at complaints@cityofapalachicola.com.
 - **Response Time:** Allow 24-48 hours for non-emergency requests.
- **City Partners Meetings:** Met with Josh Baxley of Dewberry, Alan Hart of Baskerville Donovan, Debra Preble of Kimley-Horn Services, and BOCC Representatives Ricky Jones, Michael Moron and Alan Pierce.

City Manager Report – October 5, 2021

Forbes Street: Repairs have been completed to the sewer line and asphalt milling has been placed on the area, but the contractor is waiting for the milling to settle before completing the project before applying asphalt. This should be completed soon.

Trolley: Mayor Ash and I met with the Chairman and Executive Director of Main Street. An agreement was made that the title to the trolley will be signed over to the City. As of the date of this agenda the signed title has not been delivered to City Hall. I have been assured it will be delivered Monday, October 4, 2021.

Charter Captains Meeting: Commissioner Elliott, Chief Varnes, and I had a productive meeting with a group of local Charter Captains to discuss the Battery Park Ordinance. The results of the meeting are that the Battery Park Ordinance that is presented to the Commission tonight are agreeable to all parties.

Old Library: I would like to meet with each Commissioner to visit the Old Library and consider it as the site for future City Commission and Committee meetings. Improvements can be made to make the building a state-of-the-art meeting location with up-to-date recording technology and video conferencing abilities. The move will also allow the City to rent the Community Center to the public again.

Alley Conditions: Mayor Ash and myself met with engineers from two separate firms to view stormwater issues in the City. Several suggestions by both engineers included work to be performed in the alleys to direct stormwater to storm drains. However, both engineers stated that the work would be futile as long as garbage trucks continue to use the alleys. The City has received a high number of calls in the past two weeks about alley conditions and flooding due to the ruts in the alleys.

Bodiford Park Kayak Launch: The City is preparing a FRDAP to create a kayak launch at the Bodiford Park. The application states that additional points are provided to the applicant if this is mentioned at a public meeting of the Commission.

Finance Director – Leo Bebeau

City Commission Meeting – October 5, 2021 – 5:30pm

1. Comprehensive Plan Amendment

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

2. Fire Hydrants

Installation of new fire hydrants is underway. Installation be completed by October 8. Then, the City will submit documentation to the DEP to satisfy the outstanding fine.

3. Grants Update

- a. Submitted DEP Mitigation Grant Application to increase size of stormwater pipes under Leslie Street. The City continues to make every effort to fund the repairs, even if we have to do it in multiple steps. Leslie Street appeal has been filed with the FDEM. I believe the appeal successfully refutes every point which FEMA used to make the claim ineligible for funding from FEMA for Hurricane Sally. FDEM has until 10/30 to reply.
- b. CDBG-DR Infrastructure – Completed the on-boarding webinar on 9/28. Avenues Stormwater Grant on Track. Scope develop for RFP for Engineering Firms for this \$3.6 million project underway. Kick-Off Meeting Postponed twice.
- c. CDBG-DR Hometown Revitalization – Completed Kick-off Meeting for both projects. Documents should be forthcoming.
- d. HMGP Emergency Generators – Received Award documents for this project. Reviewing and expect to execute next week. Documents should be forthcoming.
- e. HMGP Market Street Vacuum Station – Documents should be forthcoming. Completed demolition of Market Street Pumping Station.
- f. HMGP Stormwater – Modifications vary too much from original scope. No determination has been made concerning acceptance of modifications. Appeal will be filed.
- g. National Park Service – Published RFQ for Historical Architect/ Engineer. Brie Robinson has completed outreach to minority firms. Expect contracts next week

from State of Florida. There is no new roof leak. It was a plumbing problem. Reinstatement of building inspection program has been done. Cotton Warehouse has cleared Tribal review. Initial questions to modify scope have been answered. NPS responded that all references to certain modern finishes had to be removed, i.e. rubber baseboards. Contract documents should arrive next week. RFQ for a Historical Architect needs to be developed and published. HCA - Letters of notification to interested Native American tribes have not had response. The Tribes have 30 days to respond. Cindy Clark has confirmed there are no current outstanding issues with the City of Apalachicola projects. New roof leak has been found in the building which City staff is addressing.

- h. Staff has been unable to develop a plan to meet the requirements of the Stormwater System Maintenance Plan by January 31, 2022. Reports are required for two additional subsequent years. Forms are being generated to provide notice to Public Works of the work required and reported to be provided to the Finance Department so that the report may be compiled.
- i. Michael FEMA Projects – Finance Director must file a quarterly report that indicated little or no progress on many funded claims.
 - i. Lafayette Park and Pier is getting close. FEMA has requested documentation on communication and certain approvals or permits from the Corps of Engineers. Finding documents are critical.
 - ii. Dewberry working on documentation for Scopes on Bodiford Park and the Mill Pond Mooring Basin.
 - iii. Battery Park V Pier has sparked interest at FEMA even though there has been no determination form NFWS concerning the habitat of the endangered sawfish. Three pages of questions have been answered.
 - iv. Hydra submitted pricing and purchase orders have been placed for them to complete repairs to the pavilion.

4. Community Center

Purchase Orders have been placed with Lewis Roofing. Awaiting scheduling.

5. DEP Grant Applications

No update. - Two applications were filed with the DEP in the latest cycle.

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

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

6. New DEP Grant Application

Grant awarded. Documentation completed. Purchase order placed with US Submergent to start work. New DEP Grant Application for Grant for Maintenance, Cleaning and Repair of the EQ Tank and SBR Tank at the Wastewater Treatment Plant. 100% funding of \$119,375.00.

All information included in this report is accurate as of September 30, 2021 2:00pm. After that time, information is subject to change.

7. Lafayette Park Lighting

Attorney for Marie Marshall with her attorney have completed documentation of the letter prepared by Dan Hartman. However, specifications and pricing on revised lamp have not been finalized. Marie Marshall has put this on hold the environmentally friendly fixtures that the Adopt-a-Park

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

8. Disaster Recovery Refuse Removal

City Manager Wade, Commissioner George, Bree Robinson with Leo Bebeau reviewed and selected SDR for the debris removal and TetraTech for the monitoring. Approved by Commission on September 30, 2021. From publication by FEMA, City has received bids for Storm Refuse Removal and Monitoring. The scores for these bids will be compiled this week and board approval of new contract will be at the October 2 meeting.

9. Holy Family

Purchase Orders have been issued for the repairs at Holy Family. Pre-project meeting scheduled for October 20 and start date of November 8. Completion within 30 days of start.

10. **Battery Park** – 10 Foot Hole Seawall – Dewberry has completed package for RFP and awaiting permits.
11. **USDA Water Street Permeable Parking Sidewalk and Lighting** – RFP published today September 30 for Contractor. Contract signed with Duke Energy for new street lights on Avenue G and Water Street.

All information included in this report is accurate as of September 30, 2021 2:00pm. After that time, information is subject to change.

MINUTES OF THE SPECIAL MEETING OF THE APALACHICOLA CITY COMMISSION HELD
TUESDAY, OCTOBER 19, 2021, 4:00 PM AT THE APALACHICOLA COMMUNITY CENTER.

PRESENT: Mayor Brenda Ash
Commissioner Anita Grove
Commissioner Despina George
Commissioner Adriane Elliott
Commissioner Donna Duncan

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

CALL TO ORDER

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

AGENDA ADOPTION

Commissioner Anita Grove made a motion to amend the Agenda adding the Agenda Adoption. Commissioner Adrian Elliott seconded and the motion carried 5-0.

LEGISLATIVE APPROPRIATIONS REQUESTS

Chris Holley briefly reviewed the process for the Legislative Appropriations. Julie Dennis also reviewed the Apalachicola Area of Critical State Concern (ASCS) Work Plan, CDBG-DR and TRIUMPH. The City's priority Legislative Appropriations requests are as follows: 1) Last year's appropriation request for sewer infiltration study - \$100k; 2) Alan Hart Stormwater White Paper - \$100k; and 3) Engineering for new WWTP - \$1 million. Discussion held.

Commissioner Grove made a motion to submit the following Legislative Appropriations Requests as follows: 1) Sewer Infiltration Study up to \$300,000; 2) Stormwater study and camera up to \$300,000; and 3) Engineering funding for Waste Water Treatment Plant (WWTP) up to \$1 million. Commissioner Despina George seconded and the motion carried 5-0.

Mr. Holley asked if the City would like Ovid Solutions (Julie Dennis), to continue moving forward with their preparation work on these projects. In a response to a question by Mayor Ash, Mr. Holley stated he is not sure what the exact cost of assembly and preparation would be at this time. The Commission all agreed that they would like Ovid Solutions (Julie Dennis), to continue their work on the Legislative Appropriations process.



CITY OF APALACHICOLA
PLANNING & ZONING BOARD
REGULAR MEETING
MONDAY, October 11th, 2021
Community Center/ City Hall -1 Bay Avenue
Agenda

Regular Meeting: 6:00 pm

Attendance: Al Ingle, Jim Bachrach, Bobby Miller, Lee McLemore, Joe Taylor,

Elizabeth Miliken, Richard Dagenhart, Dan Hartman

1. Approval of Sept. 20th, 2021 regular meeting minutes.

Motion to approve by Jim Bachrach; 2nd by Richard Dagenhart. All in favor.

2. Review, Discussion and Decision for Pole Barn. **(Historic District) (R-4) @ 205 12th St.,** Block 151, Lots 7-8. For P. Morton-Owner; Contractor: tbd

Motion to approve by Jim Bachrach; 2nd by Richard Dagenhart. All in favor-Motion carries.

3. Review, Discussion and Decision for Carport. **(Historic District) (R-1) @ 140 Ave. D.** Block 48, Lots 4-5. For C. Miller-Owner; Contractor: Tool Time.

Motion to approve by Bobby Miller; 2nd by Jim Bachrach. All in favor-Motion carries.

4. Review, Discussion and Decision for Carport. **(Historic District) (R-1) @ 50 11th St,** Block 48, Lots 3-4. For G. Watkins–Owner; Contractor: Self

Motion to table by Jim Bachrach; 2nd by Richard Dagenhart. All in favor.

Additional information regarding front setback conformance required.

5. Review, Discussion and Decision for New Construction. **(R-2) @ 266 16th St.** Block 125, Lots 4-5. For R. Lauther-Prospective Owner; Contractor: tbd

Motion for preliminary approval if connecting/attaching the duplexes and meeting the requirements of the Building Department by Bobby Miller; 2nd by Joe Taylor. Agenda item will be back for final review after property purchased and building plans finalized. All in favor.

CITY OF APALACHICOLA
PLANNING & ZONING BOARD
REGULAR MEETING
MONDAY, October 11th, 2021
Community Center/ City Hall -1 Bay Avenue
Agenda

Other/New Business: Heath Galloway/Richard Dagenhart resigned due to primary residence not in city limits. TBD

Outstanding/Unresolved Issues: Still need August and July minutes-ask city administrator to get from previous p&z facilitators.

Re-schedule Sign Workshop: Sign Workshop re-scheduled for November 8th, 5:00pm

Motion to Adjourn: Jim Bachrach; 2nd by Bobby Miller

Chairman, Al Ingle



CITY OF APALACHICOLA
INDEPENDENT CONTRACT FOR TRAVEL LIFT, BOAT STORAGE,
AND REPAIR YARD OPERATIONS

AGREEMENT

NOW, THEREFORE, in consideration for the mutual covenants herein contained, the City of Apalachicola, Florida, ("City") and Robert Hayes, d/b/a Hayes Marine Service, LLC ("Operator") agree as follows:

1. Documents Comprising Contract.

The contract shall include this Agreement as well as the following documents which are incorporated herein by reference:

a. Operator documents and qualifications (including certifications) and including his certificate of insurance as required by the City. If there is a conflict between the terms of this Agreement and above-referenced documents, then the conflict shall be resolved as follows: the terms of this Agreement shall supersede over other documents.

2. General Contract Terms.

(a) Non-exclusive Independent Contract.

Award of this contract shall impose no obligation on the City to utilize Operator for all or other work of the type, performed or to be performed by Operator, which may develop during the contract period. This is not an exclusive contract.

(b) Additional Services and Locations. The City reserves the right to request additional services relating to this Agreement from operator when approved by the Parties, in accordance with an agreement for additional services as negotiated by the parties and added to this agreement by addendum. Operator shall provide such additional requirements as may become necessary. The City reserves the right to unilaterally add or delete locations or services at its sole option as it may deem necessary or in the best interests of the City. In such case, Operator will be required to provide services pursuant to this Agreement in accordance with the terms, conditions,

and specifications, and as set forth in an amendment approved by the Parties.

(c) Entirety of Agreement. Parties hereto agree that this Agreement sets forth the entire agreement between the parties and there are no promises or understandings other than those stated herein. None of the provisions, terms or conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except as may be specifically authorized herein or by written instrument executed by the parties hereto. This Agreement and the exhibits and attachments hereto and other documents and agreements specifically referred to herein constitute the entire fully integrated Agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous verbal or written communication or agreements between the parties with respect hereto excepting any past or contemporaneous written or verbal agreements expressly and clearly incorporated by reference within the four corners of this Agreement. This Agreement may only be amended by written documents, properly authorized, executed and delivered by both parties hereto. For the City, appropriate authorization shall be construed to mean formal action by the City Manager and/or the City Commission. This Agreement shall be interpreted as a whole unit. It is specifically agreed that this Agreement shall not be construed in favor of one party or the other. All matters involving this Agreement shall be governed by the laws of the State of Florida and based on consideration received, it is expressly and explicitly agreed, that the proper venue for any litigation arising hereunder will be the Circuit Court, in and for, Franklin County, Florida.

Headings.

Headings of various paragraphs and sections of this Agreement and its table of contents are for convenience and use of reference only and shall not be construed to define, limit, augment or describe the scope, context or intent of this Agreement or any part or parts of this Agreement.

Severability.

The terms and conditions of this Agreement shall be deemed to be severable; consequently, if any clause, term or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions and notwithstanding such determination, this Agreement shall continue in a full force and effect unless the particular

clause, term or condition held to be illegal or void renders the balance of the Agreement to be impossible of performance

(d) No Waiver of Right to Enforce.

The waiver of any breach or any term covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or any subsequent breach of the same or any other term, covenant or condition herein contained. No covenant, term, or condition shall be deemed to have been waived, unless such waiver be in writing. Nor shall there be any accord and satisfaction unless expressed in writing and signed by both the City and Operator.

(e) Performance.

Service shall be performed in a timely manner: The Parties expressly agree that time is of the essence in the performance of this Agreement and the failure to complete the performance within the time specified, or within a reasonable time if no time is specified herein, shall relieve the Parties of any obligation to accept such performance.

Notices.

Any notice required or permitted herein is to be given in writing and shall be personally delivered or mailed, first class postage prepaid or delivered by an overnight delivery service to the respective addresses of the parties set forth below their signatures on the signature page hereof, or to such other address as any party may give to the other in writing. Any notice required by this Agreement will be deemed to have been given and received when personally served or one (1) day after delivery to an overnight delivery service or five (5) days after deposit in the first class mail.

To the City: City of Apalachicola
 192 Coach Wagoner Blvd.
 Apalachicola, Florida 32320
 Attn: City Manager Travis Wade

To the Operator: Hayes Marine Service, LLC
 250 Beeline Street

(f) Remedies.

Each party shall have full remedies available under existing laws, including, but not limited to, the Uniform Commercial Code, mediation, alternative dispute resolution and all state and federal courts of any jurisdiction, but specifically subject to the venue agreement in Franklin County, Florida, as set forth herein.

(g) Assignment, Subcontracting, Corporation Acquisitions and/or Mergers.

No assignment or subcontract shall be allowed without the prior written consent of the City. Operator shall provide a written notice to the City within the 30 business days of any proposed assignment or subcontract, or retaining or employing of agents or employees other than as listed as a part of this agreement.

Operations

(h) Scope. The City hereby engages Operator to manage, and oversee as the principal function of this independent contract, the repair yard activities at Scipio Creek, (the Mill Pond area) including, but not limited to, the operational coordination of the travel lift operations with the travel lift operator dealing with request to pull vessels, assist travel lift operations, pulling vessels, coordinate with vessel owners and travel lift operator for block up of vessels for location and time efficiency during lengthy repairs; coordinate with vessel owners for placement with approved repair contractors and material providers; manage and collect for and account for pulling of boats by the travel lift, occupying the travel lift and off-loading from the travel lift; manage boat/vessel repair yard, making sure that the boat ramp, loading, off-loading, and repair, are safely and efficiently operated and that the equipment, travel lift and facilities of the repair yard and lift area are properly maintained in a safe, clean, and well operating condition, and maintain adequate and accurate, records and documents for review by the City. Operator shall manage boat storage on the premises and maintain an ongoing inventory of the vessels that are stored on the premises.

Term. Operator shall have exclusive rights to the operation and management of the Repair Yard, Travel Lift and Boat Storage operations at Scipio Creek, as referenced above and operator hereby agrees to manage and operate the Repair Yard, Boat Storage and Travel Lift as referenced above for an initial term of five (5) years from the effective date.

(i) **Relationship of Parties.** In the performance of its duties under this Agreement, Operator shall occupy the position of an independent contractor with respect to the City. Nothing contained herein shall be construed as making the parties hereto partners, nor, except as expressly otherwise provided for herein, construed as making, Operator, an agent or employee of the City.

4. Responsibilities/Authority of Operator:

Operator shall use its reasonable discretion to establish the terms and conditions of the use and occupancy and operation of the Travel Lift, Boat Storage and Repair Yard; entering into lift and boat yard agreements with such customers and to collect rent from such customers all as approved by the City. The form of agreements shall be prepared and reviewed, as appropriate by Operator. The City reserves the right to have final approval of the format and terms of such documents in its sole discretion.

(a) Repair, Maintenance and Improvements.

Subject to directions by the City through the City Administrative Clerk or designated person, Operator shall make and execute, supervise, and have control over the making and executing of all decisions concerning the routine day-to-day operation, maintenance, repair, of the Repair Yard, Boat Storage and Travel Lift, on behalf of the City. In connection with performance of routine day-to-day maintenance and repair and operation of the Travel Lift and Repair Yard, Operator shall obtain the prior approval of the City for all expenditures (except emergency repairs if in the opinion of City Manager such expenditures are necessary to protect the Marina from damage or to maintain services to the customers as called for in their agreements). All repair, mainte-

nance and improvement costs shall be paid directly by the City, subject to the approval of the City .

Personnel.

(b) Personnel of Operator.

Operator shall select, hire, discharge and supervise all labor and assistance which he deems necessary or advisable for the operation and maintenance and repair of the Travel Lift, Boat Yard and Repair Yard. Operator shall pay for all costs of on-site employees and assistance, (including without limitation), payroll taxes, insurance, and worker's compensation and shall provide evidence of the current and active insurance, liability and workers compensation for the benefit of City and shall name the City as an additional insured which policies shall not be cancelled without written notice to the City by the insurer.

Throughout the terms of this Agreement, Operator shall be or have a qualified full-time, on-site operator ("Repair Yard/Boat Storage/Travel Lift" operator that is fully certified and licensed for the operations of the Travel Lift, Boat Storage and Repair Yard) having experience in the operation of a Travel Lift/Repair Yard of this type and size (of the City of Apalachicola Travel Lift/Repair Yard), who shall be available during normal business hours and be delegated sufficient authority to ensure competent performance and fulfillment of the responsibility of this agreement and to accept serviceable notices provided for herein.

Operator shall provide the City with the name and telephone number of all persons on its behalf who will be on call at all times for emergencies or other matters related to the operations under this Agreement.

(c) Operation Records and Reports of Disbursements and Collections.

Operator shall establish, supervise, direct and maintain the operation of a digital system of record keeping and bookkeeping with respect to all receipts and disbursements in connection with the use and management of the Travel Lift/Boat Storage/Repair Yard. Receipts will be accounted for on the City's books by Operator. No purchases for the operation of this Agreement shall be made by or for the City and shall not be the obligation of the City unless specifically

agreed otherwise by the City in writing. Requests for disbursements will be processed through the City's accounting system and paid with City's funds.

(d) Collection.

Operator shall operate, analyze and direct the collection and billing of all accounts receivable due to the City with respect to the repair yard boat storage and travel lift, and shall be responsible for establishing policies and procedures to minimize the amount of bad debts.

(e) Legal Action.

Operator shall as a part of the consideration of this contract also assist the City in the prosecution and defense of any and all actions and proceedings brought by tenants, suppliers, vendors, and similar persons relating to the Repair Yard and/or Travel Lift and shall be responsible for and liable for and agrees to defend, indemnify and hold City harmless of, from and against any suit, claim, cause of action or proceeding for damages or other relief arising from in whole or in part the actions or omissions of Operator or anyone or entity acting on its behalf in connection with or as a part of this agreement or on the property of the Repair Yard, Boat Storage or Travel Lift during the term of operation hereunder. Operator shall provide notice to City of any and all actions and proceedings brought by tenants, suppliers, vendors, and similar persons relating to the Repair Yard, Boat Storage and Travel Lift. Operator shall provide to the City a certificate of coverage for insurance coverage applicable to Repair Yard and Travel Lift operations, including liabilities, (pollution, property, and personal injury,) and to the extent necessary worker's compensation and specifically including Longshore and Harbor worker's compensation insurance of at least \$1,000,000 single accident and Employee limits and other coverages referenced above in the same amount.

(f) Reporting Requirements.

Operator must submit a monthly written report to the City Clerk including, but not limited to;

- (1) Repair Yard, Boat Storage and Travel Lift Operations;
- (2) Maintenance and safety activities;
- (3) Insurance Claims;
- (4) Litigation; claims, accidents/incidents

- (5) Non-routine expenses;
- (6) Safety and environmental incidents.

(g) Damage or Loss to the Operator's Property.

The operator assumes all risk or damage or loss to its own property for any cause whatsoever, which will include any damage or loss that may occur to its merchandise, goods, or equipment, covered under this agreement, if lost, damaged or destroyed by fire, theft, rain, water or leaking of any pipes or wastewater in or about the premises, or from hurricane or any act of God, or any act of negligence of any user of the facilities, or occupants of the premises, or any person.

(h) Indemnification of the City by the Operator.

The operator will indemnify and hold harmless the City and the City's officers, representatives, employees, and other agents, of, from, and against all claims, damages, losses, expenses, and charges including but not limited to attorney's fees, arising out of or resulting from the work actions, services, or omissions under this Agreement, provided that the claim, damage, loss or expense is caused in whole or in part by any act or omission of the operator, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder except the operator will not have to indemnify and hold harmless the City if such claim, damage, loss and expense is the result of the sole negligence of the City or of anyone directly or indirectly employed by the City.

The operator's obligation to indemnify and hold the City harmless herein is independent of and not limited by the operator's obligation to obtain insurance required herein.

(i) Special rate to Commercial Fishermen. Operator agrees to limit the charges to commercial fishermen and harvesters for Travel Lift Services to \$10.00 per foot and Repair Yard occupancy to \$10.00 per day for each vessel or boat and shall not exceed those charges without written approval by the City.

(j) Compensation for Travel Lift/ Marina Lift and Repair Yard Operation and Maintenance Under Independent Contract.

The Operator as sole compensation and payment to the City under this contract, agrees to pay the City 25% of all monies collected for Travel Lift revenue and 25% of all monies collected for any and all Boat Yard boat storage or rental fees, to be paid by the Operator to the City within ten (10) business days after the first day of each month that this contract is in effect.

The Operator is entitled to keep 100% of all monies collected for any and all Boat Repairs, including painting, electronics, or other work. The City shall have no liability for any Boat repair work.

5. Audit.

Operator shall retain all records relating to this contract for a period of at least three years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, City reserves the right to audit such records pursuant to City request.

6. Hours of Operation.

The Marina property will be required to operate six (6) days a week during those hours approved by the City which unless otherwise instructed in writing, is from 8:00 A. M. to 6:00 P. M., Monday through Saturday. Sufficient staff will be available to provide outstanding service. The City may require change in hours of operation if in the reasonable discretion of the City such a change is desirable for providing the best service to the public.

7. Termination.

The Agreement to be terminated by the City upon the terms and conditions as set forth below, or otherwise stated in this Agreement.

a. Automatic Termination.

The City may automatically terminate the Agreement, by providing written notice to Operator, d/b/a Apalachicola Marine as set forth herein, upon the occurrence of the following:

b. Institution of proceedings and voluntary or involuntary bankruptcy or reorganization by Operator.

c. Abandonment or discontinuation of operations for more than a forty-eight hour period, unless as permitted herein, without prior written approval from the City; and

d. Discovery of any misstatement in]made by Operator to the City.

e. Termination after Fourteen (14) Days.

f. The City may provide written notice of default and termination of the Agreement within fourteen (14) days, as set forth herein, for the reasons set forth below:

g. Nonpayment of any sum or sums due hereunder after the due date for such payment.

h. Notice of any condition imposing a threat to health or safety of public patrons and not remedied within a three (3) calendar day period from receipt of written notice.

i. A final determination in a court of law in favor of the City in litigation instituted by Operator or brought by the City against Operator.

j. Instances in which actions or omissions by Operator represent a conflict of interest or is contrary to any local, state or federal laws, or rules of operation as set forth by the City.

k. Termination after Forty-five (45) Days.

The City may provide written notice of termination of the Agreement within forty-five (45) days, for any reason at the discretion of the City without any imposition of fine, penalty or charge to the City and Operator shall have no further right hereunder and no right to claim damages or other relief.

l. Natural Disaster.

In the event that the City's marina is destroyed or significantly damaged by a natural disaster or Act of God, either Party may terminate this Agreement upon providing 30 days written notice as set forth herein.

m. Post Termination. Upon termination by either Party, or expiration of this Agreement, the Operator will:

n. Return all of the City's property to the City.

(ii) Remove all signs that the operator placed on the premises indicating its management of the Marina, and fully restore any damage resulting from such removal; and

(iii) Promptly deliver notice of such termination to all tenants, guests, and invitees of the Marina, and therefore use its best efforts to cooperate with the City to accomplish an orderly

transfer of management of the Marina to the City or to a new manager selected by the City. Operator will, after termination, make itself available to the City for period of 30 days after such termination or expiration to consult with or advise the City (or the manager selected by the City) regarding operation and maintenance of the premise.

7. Termination by Operator.

Operator shall have the right, upon forty-five (45) calendar days from receipt of written notice to the City by certified or registered mail, to the address specified above, to terminate this Agreement at any time after the occurrence of one or more of either a breach by the City of any of the terms, covenants, or conditions contained in this Agreement and the failure of the City to remedy such breach for a period of ninety (90) calendar days after receipt of written notice, or such event as may make continued performance of this Agreement an impossibility.

8. Compliance.

Operator shall at all times conduct, and insure that its employees or agents conduct, business operations in strict compliance with any and all applicable local, state and federal law, rules and regulations and failure to comply shall be considered a material breach and shall be grounds for immediate termination of the contract at the discretion of the City.

9. Hurricane Preparedness.

Operator shall implement and follow the City's emergency evacuation and hurricane plan.

10. Upon Termination of Agreement.

Following the termination of this Agreement by either party within fifteen (15) calendar days, or earlier if determined by the City, Operator shall forthwith remove all of its personal property not acquired by the City under the terms of the Agreement. Any personal property of Operator not removed in accordance with this paragraph may be removed by the City for storage at the cost and expense of Operator or shall constitute a gratuitous transfer of title thereof to the City for whatever disposition is deemed to be in the best interests of the City. The City shall not

be liable to Operator for safekeeping for Operator's personal property during or after termination of this Agreement.

11. Approvals.

Except as otherwise provided, whenever approvals are required herein by either party, such approval shall not be unreasonably withheld.

12. Rights Reserved to the City.

All rights not specifically granted to Operator by this Agreement are reserved to the City, and the designation of any particular remedy for the City without prejudice to any other relief available in law or equity and all such relief is reserved to the City.

13. Lien.

The City shall have a lien upon all personal property of Operator used or located at the Repair Yard/Travel Lift to secure the payment to the City of any unpaid money accruing to the City under the terms of this Agreement.

14. Submerged Land Lease. & Compliance

Operator agrees to operate the Repair Yard, Boat Storage and Travel Lift areas in such a fashion as to not violate such submerged land lease or violate any laws, rules and regulations of City, State or Federal authorities.

15. Signage.

Operator shall not post or locate any signs or signage or notices without proper written approval of the City Administrator.

16. Mechanic's Liens.

Operator will not permit any mechanic's lien or liens to be placed on the Repair Yard, Boat Storage or Travel Lift or on improvements to it. If a mechanic's lien is filed Operator will

promptly pay it. If default in payment of the lien continues for ten (10) days after the City's written notice to Operator, the City may, at its option, pay the lien or any, portion of it without inquiring into its validity. Any amounts the City pays to remove a mechanics lien caused by Operator to be filed against the Repair Yard, Boat Storage or Travel Lift premises or equipment, including expenses and interest, shall be reimbursed to the City out of compensation owed to Operator.

The City's interest in the Repair Yard and Travel Lift area or equipment are not subject to mechanic's liens for improvements made, or contracted for, by Operator and Operator must give written notification of this to all contractors making any improvements and provide copy of said notice to the City Clerk upon issuance of such.

17. General Indemnity.

City hereby agrees to indemnify Operator for claims brought against it only to the extent that they are found to result from the sole negligence of the City, its governing body, or its employees. This indemnification shall not be construed to be an indemnification for the acts, or omissions of third parties, independent contractors, or third party agents of the City. This indemnification shall not be construed as a waiver of the City's sovereign immunity, and shall be interpreted as limited to only such traditional liabilities for which the City could be liable under the common law interpreting the limited waiver of sovereign immunity. Any claims against the City must comply with the procedures found in §768.28, Florida Statutes. In order to comply with the requirements of §129.06, Florida Statutes, and Article VII, Section 10 of the Florida Constitution, the value of this indemnification is limited to the lesser of the amount payable by either party under the substantive provisions of this Agreement, or the limitations of §768.28, Florida Statutes. In addition, this indemnification shall be construed to limit recovery by the indemnified party against the City to only those damages caused by City's sole negligence, and specifically not include any attorneys' fees or costs associated therewith.

18. Environmental Indemnity.

Operator shall indemnify, defend, and hold harmless the City from and against all claims, liabilities, losses, damages, and costs, foreseen or unforeseen including without limitation coun-

sel, engineering, or any other professional or expert fees, that the City may incur by reason of the negligence or intentional acts or omissions of Operator or its agents, representatives or employees during the term of this Agreement as set forth herein. This section shall survive the expiration or earlier termination of this Agreement.

19. Alternative Dispute Resolution.

Operator and the City agree that any controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be first subject to mediation by a mutually agreed upon mediator before any suit is filed. Furthermore, it is agreed as a part of the consideration of this Agreement that any lawsuit filed regarding or involving this Agreement or the enforcement or construction thereof shall be filed in the appropriate Court in and for Franklin County, Florida.

20. Facilities.

Operator shall maintain the premises in good order and in sanitary and safe condition and will provide Travel Lift, Boat Storage and Repair yard services to the City for no charge.

IN WITNESS WHEREOF, the parties hereby have executed this Marina Management Agreement this ____ day of November, 2021 ("effective date").

CITY:

By: _____

Name: Brenda Ash

Mayor

Attest: _____

Name: Deborah Guillotte
City Clerk

OPERATOR: Hayes Marine Service, LLC

By: _____

Proclamation

Proclaiming November 27, 2021 as Small Business Saturday

Whereas, the government of Apalachicola, Florida, celebrates our local small businesses and the contributions they make to our local economy and community; according to the United States Small Business Administration, there are 31.7 million small businesses in The United States, they represent 99.7% of firms with paid employees, and they are Responsible for 65.1% of net new jobs created from 2000 to 2019; and

Whereas, small businesses employ 47.1% of the employees in the private sector in the United States, 88% of U.S. consumers feel a personal commitment to support small Businesses in the wake of the pandemic, and 92% of small business owners have pivoted the way they do business to stay open during the pandemic; and

Whereas, 97% of Small Business Saturday® shoppers recognize the impact they can make by shopping small, 85% of them also encouraged friends and family to do so, too; and

Whereas, 56% of shoppers reported they shopped online with a small business on Small Business Saturday in 2020; and more than 50% of consumers who reported shopping small endorsed a local business on social media or shopped at a local business because of a social media recommendation; and

Whereas, Apalachicola, Florida, supports our local businesses that create jobs, boost our local economy, and preserve our communities; and

Whereas, advocacy groups, as well as public and private organizations, across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

Now, Therefore, I, Brenda Ash, Mayor of Apalachicola, Florida do hereby proclaim, November 27, 2021, as:

SMALL BUSINESS SATURDAY

And urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and throughout the year.

ATTEST:

Deborah Guillotte, City Clerk

Brenda Ash, Mayor

LET'S GO SHOP SMALL THIS SEASON

WHAT IS SMALL BUSINESS SATURDAY®?

Since its inception in 2010, Small Business Saturday, proudly backed by American Express, has illuminated the significance of supporting small, independently owned businesses across the country. Falling between Black Friday and Cyber Monday, it's a day dedicated to supporting the diverse range of local businesses that help create jobs, boost the economy, and keep communities thriving across the country.

WHY SUPPORT SMALL BUSINESS SATURDAY?

- Demonstrates a conscious commitment to the communities in which we live.
- Creates goodwill within the communities.
- When we support small businesses, we help create jobs and local communities preserve their unique culture.

2020 SMALL BUSINESS SATURDAY FACTS:

- In 2020, U.S. consumers reported spending a record high total of an estimated \$19.8 billion at independent retailers and restaurants on Small Business Saturday.¹
- On average for every dollar spent at local small businesses 67 cents stays in the local community.²
- Elected officials in all 50 states, Washington, D.C., Puerto Rico, and other U.S. territories championed Small Business Saturday.

¹ The American Express 2020 Small Business Saturday Consumer Insights Survey was conducted by Teneo on behalf of American Express and the National Federation of Independent Business (NFIB). The study is a nationally representative sample of 2,572 U.S. adults 18 years of age or older. The sample was collected using an email invitation and an online survey. The study gathered self-reported data and does not reflect actual receipts or sales. It was conducted anonymously on November 29, 2020. The survey has an overall margin of error of +/- 2.0%, at the 95% level of confidence. Projections are based on the current U.S. Census estimates of the U.S. adult population, age 18 years and over.

² The 2018 Small Business Economic Impact Study was conducted by Econsult Solutions, Inc. (ESI) on behalf of American Express. ESI calculated the share of national Gross Domestic Product (GDP), employment and employee compensation that small businesses with under 100 employees provide to the economy based on an analysis used by the U.S. Small Business Administration. ESI also estimated how much of each dollar spent at the average small business remains in their local community and used input-output analysis across 100 representative U.S. counties to calculate the additional impact that is generated locally as the result of the spending of employees and the spending of the small business with local suppliers and service providers.



LET'S GO SHOP SMALL THIS SEASON

- 723 local governments issued proclamations in support of Small Business Saturday covering all 50 states and Washington, D.C.
- American Express enlisted the support of nearly 100 large companies, known as Corporate Supporters, to help drive excitement for and promote Small Business Saturday.
- The Small Business Saturday Coalition, comprised of national, state and local associations that help coordinate activities for Small Business Saturday with small business owners and consumers, had over 300 organizations help spread the Shop Small® message.
- According to the 2020 Small Business Saturday Consumer Insights Survey, 97% of shoppers recognized the positive impact they can make by shopping small, and 85% of them reported they also encouraged friends and family to do so, too.³

JOIN THE COALITION:

Building on the success of previous years, the Coalition of supporters are more committed than ever. This includes support from advocacy organizations that join the initiative to motivate constituents through incentives and offers to not only Shop Small on November 27, 2021, but Shop Small all year long.

The coalition is led by Women Impacting Public Policy, a business advocacy organization representing small businesses. [Join Us!](#)

Contact Info:

Small Business Saturday Program

Women Impacting Public Policy

Phone: (415) 434-4314 | Email: sbscoalition@wipp.org

³The American Express 2020 Small Business Saturday Consumer Insights Survey was conducted by Teneo on behalf of American Express. The study is a nationally representative sample of 2,572 U.S. adults 18 years of age or older. The sample was collected using an email invitation and an online survey. The study gathered self-reported data and does not reflect actual receipts or sales. It was conducted anonymously on November 29, 2020. The survey has an overall margin of error of +/- 2.0%, at the 95% level of confidence. Projections are based on the current U.S. Census estimates of the U.S. adult population, age 18 years and over.

Apalachicola Police Department

October 2021 Report

October has been a festive month for us so far. Totals seem to be holding steady with totals similar of last month. We are currently updating gun range membership by reaching out to current members to renew. We have participated in two parades this month, Project Impact and the Franklin County Schools homecoming parade where we threw out candy! Speaking of candy, the police department, in tradition, will again be handing out candy on Halloween, here at the police department.

	Oct-21 Totals
Traffic Stops/ Warnings/ citations	37
Arrests/ Warrant Requests	4
Traffic Accidents	3
Burglary/Theft calls	2
Assist Citizens/ Complaints/investigations	503
Trespass Warnings/agreements	12
Business alarm calls/building checks/welfare checks	638
assist county call/other agencies	31
Assist Animal control	2
Domestic cases involving violence/disturbance calls	6
Drugs	0
Total calls from dispatch	1486

CITY OF APALACHICOLA
ADMINISTRATION DEPARTMENT
October 2021

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

66 work orders issued and 64 work orders completed

2363 payments processed

2045 bills mailed

111 cut-off list

Approximately 400 Invoices and cut 400 accounts payable checks processed

APALACHICOLA VOLUNTEER
FIRE/RESCUE
September 2021 – 23 Calls

Bi-Monthly Report

1. Accidents	<u> </u>	8. Life Flights	<u> 1</u>
2. Life Assist EMS	<u> 17</u>	9. Search/Rescue	<u> </u>
3. Bi-Mo. Meetings	<u> 2</u>	10. Training	<u> </u>
4. Brush Fires	<u> </u>	11. Transformer Fires	<u> </u>
5. House Fires	<u> </u>	12. Cars	<u> </u>
6. Vehicle Tire	<u> 3</u>	13. 1 st Responder Calls	<u> 42</u>
7. Gas Leaks	<u> </u>		

FIREFIGHTER ATTENDANCE

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

Additional Notes:

Recorded by: _____

Date: _____

City of Apalachicola

Code Enforcement Officer

Activity Report – October 2021

////////////////////////////////////

- Received several potential code violation complaints on various issues such as illegal dumping in city r/o/w; non-compliant signage; zoning compliance issues and inquiry's, etc.
- Three (3) bandit signs removed from within City & State right-of-way(s).
- Process and issue those Business License renewal notices which I mailed to affected businesses and companies conducting business within the city limits in October.
- Process and issue Sidewalk Permits in conjunction with business license notices to affected downtown businesses and shops which were mailed in October.
- Assisted as needed with issues associated with minor flooding & drainage issues due to recent heavy rainfall events.
- Two (2) tree removal applications processed (city initiated).
- Five (5) tree removal applications processed (private citizen initiated).
- Conducted periodic weekly inspection of Denton Cove development project in order to monitor and ensure storm water compliance. Met with job site superintendent regarding erosion issues on 17th St. side.
- Reviewing two Mobile Food Vendor applications.
- Assisting with submittal of Tree City USA application renewal.

CITY OF APALACHICOLA
BUILDING DEPARTMENT – PERMITTING & INSPECTIONS
October 2021

- 5 Building Permits in Process
- 37 Building Permits Issued
- 54 Building Inspections
- 16 Certificates of Completion Issued
- 0 Certificate of Occupancy Issued
- 1 Stop Work Order
- Numerous Phone Inquiries & Emails Answered
- Several On-Site Meetings
- Daily Office Meetings
- Records Requests
- 4 Planning & Zoning Applications Processed
- October Planning & Zoning Meeting Agenda & Minutes

City of Apalachicola public works monthly report

October 2021

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

- collected 224 bags of trash from down town and public parks.
- Cut our routine main roads parks and cemeteries.
- 6 funerals open and close.
- Completed 19 work orders.
- Cut storm ditch on 23rd st.
- Replaced bad boards on river front dock.
- Assembled new benches replaced garbage receptacles and removed old tables and garbage receptacles.
- Removed several pills of trash in city limits.
- Repaired pot holes on several roads.
- Removed home made sign from commerce and ave. e. advertising local businesses.
- Cut and cleaned roads requested by mayor.
- Cleaned ditch on 12th st.
- Removed tree from alley between 10th and 11th st.
- Cleaned and sanitized commission room for commission meeting.
- Contractor fixed handy cap ramp and rails at food pantry behind Johnson complex.
- Repaired wooden table at battery park play ground.
- remove shelving from walls of old library.

Signed. Robert osburn

Monthly Report for the Apalachicola Margaret Key Public Library October 2021

Statistics:

- 595 patrons have been given assistance - 387 books/movies/audiobooks were circulated
- 41 new accounts were opened - 128 patrons have used our computers
- \$633.63 was collected as library revenue - 34 items were donated to the library
- 59 hours have been donated by our wonderful volunteers (!!!)
- 13,736 people have been reached with 7 Facebook posts -12 accounts have been reached with 13 Instagram posts

Autumn is proving to be a busy time at the Library! During the month of October, the library has been the site of the P.A.L.S. (Patrons of the Apalachicola Library Society) "Apalach Pumpkin Patch". Partnering with the Piggly Wiggly, P.A.L.S. has sold pumpkins to raise money for various library projects. The library provided free coloring sheets and take-aways for kids, and signed up pumpkin buyers for library cards. It has been a terrific community partnership and outreach event for the library.

Programs are also beginning again at the library. In honor of Mayor Ash's "Lights On Afterschool Proclamation", the Library is kicking off weekly LEGO FUN, beginning October 28th, from 3:00-4:00PM. Kids are invited to participate in LEGO Challenges, build to weekly themes, and display their creations. Other games and puzzles are always available. A Book Club for adults has also been established with the first book as [Their Eyes Were Watching God](#), by Florida author, Zora Neale Hurston. The Book Club will have its first meeting on Nov. 3rd at 6:00PM. Other programs are in the works, so that our Library will have much to offer the community.

So many volunteers have generously helped us this month. Various P.A.L.S. and community volunteers have given time setting up and running the "Apalach Pumpkin Patch". P.A.L.S. members Elly Bissen, Richard Lenhart, Liz Perkins, and Jan Thomas were especially helpful. Beyond purchasing and donating items to decorate, they've donated great effort and put in much time to ensure that the event was a success. Inside the Library, volunteer Richard also serviced the library's 3D pens (available for in-library use); helped the librarian separate Easy Readers out for budding young readers, and continues to maintain order within the bookshelves. Karen Kessel, from Bring Me A Book Franklin, continues to host Books for Babies and Sunset Stories on Tuesdays at 10:00AM and 5:30PM. This month kids have enjoyed fun crafts and Halloween activities in her programs. This Sunday, October 31st, is Halloween, and to celebrate, Library Advisory Board member Trinity Hardy is volunteering, along with our librarian Lucy, to pass out Halloween candy and goodies to trick-or-treaters outside the library.

On Sundays, a Master Gardener volunteer answers questions about gardening from 1:00-3:00PM. This volunteer is sponsored by the UF- IFAS Franklin Extension office. Patrons can also pick up free seeds at the library with our Seed Library which has been generously provided by The Reserve, the Friends of the Reserve, and Franklin County Master Gardener volunteers. By offering these seeds in the pumpkin patch, and moving them out to have better visibility in the library, there has been a significant increase in seeds getting out to the citizens of Apalachicola.

Library hours are 10:00AM to 6:00PM Monday - Friday and Sundays from 12:00-4:00PM We help patrons with reading, writing, and learning; as well as a suite of print/copy/scan/fax/and notary services. We continue to loan books, audiobooks, movies, puzzles, and items from our Library of Things. In these days of the COVID-19 pandemic, we strongly suggest masks be worn in the library to protect those most vulnerable in our community.

Lucy Carter, Library Director

Isel Sánchez-Whiteley, Library Assistant

Wastewater Treatment Plant

Monthly Report

October 2021

- . We treated 10,950,000 gal of wastewater
- . 10/3 Pumping water out and cleaning SBR tank #1
- . 10/7 Pulled and unstopped in-line PH meter sump pump
- . 10/11 Pumping water out of #1 SBR tank
- . 10/14 Trimming weeds around valve houses in east spray fields
- . 10/18 # 6 Blower not working,. Replaced fuses OK now
- . 10/20 Greased All the Pumps in the Wastewater Plant
- . 10/21 Put Boat in # 1 and # 2 SBR tanks Greased the Mixers and cleaned out Weeds growing in tank
- . 10/25 Greased and Cleaned air filters on All 6 Blowers