

REGULAR MEETING
APALACHICOLA CITY COMMISSION
TUESDAY, SEPTEMBER 8, 2020 - 6PM
BATTERY PARK COMMUNITY CENTER
1 BAY AVE., APALACHICOLA, FLORIDA 32320

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

Agenda

I. Call to Order / Invocation

II. Agenda Adoption

III. DEP SRF Loan

A. Revised Loan Agreement

B. Cross-Connection Control Plan – Approve Resolution 2020-11

IV. Mayor and Commissioner Comments

- Consent Order Update
- Area of Critical State Concern Legislation

V. City Manager Communications

- Boat Yard Emergency / new lease
- City Hall A/C purchase
- Pole Barn purchase for Water plant

VI. Attorney Kristy Branch Banks Communications

- Mediation teams for Grieg v. City of Apalachicola, Hale Smith
- Shade Meeting Notice / Grieg v. City of Apalachicola

VII. Public Comment

VIII. Consent Agenda

- A. Meeting Minutes Adoption – February 10, 2020 Special Meeting, March 23, 2020 Special Meeting, June 30, 2020 Special Meeting – Joint WS with Planning and Zoning, June 30, 2020 Special Meeting - Budget Workshop, and August 4, 2020 Regular Meeting Minutes.
- B. Confirmation of Planning and Zoning Minutes

IX. Unfinished Business

- A. Battery Park Marina report and recommendation for new rules
- B. Historic Apalachicola Foundation
- C. Amendment to Resolution No. 2015-16, Regarding Historic Squares
- D. DEP Resilience Grants

X. New Business

- A. CRA Chair and Co-Chair
- B. CRA Debt Repayment Plan – Approve Resolution 2020-12

All items on the Consent Agenda are considered routine, to be enacted by one motion. If a member of the governing body requests discussion of an item, it will be removed from the Consent Agenda and considered separately.

**APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION**

Meeting Date: Sept. 8, 2020

SUBJECT: DEP Revolving Loan Amendment

AGENDA INFORMATION:

Agenda Location: III., Item A

Department: Water & Sewer

Presenter: Manager Wade, Attorney Banks, Mayor Begos

BRIEF SUMMARY:

The City has reached an agreement with DEP to resolve the City's Revolving Loan default. Under the proposal the City commits to repairing, maintaining and upgrading the Water and Sewer systems under Asset Management Plans developed by the Florida Rural Water Association.

In return, DEP will lower the loan interest rate to -0- percent and remove the City from default status when the agreement is signed. The new loan package will save Apalachicola approximately \$61,000 per year over the next six years, and the City agrees to use those savings for Water and Sewer maintenance and Capital Improvements.

The first payment will not be due until Dec. 15, 2020. The City will no longer have to make extra payments to pay down the default.

Removing the default status from City finances will be a major step forward and allow for many other low-interest grant and financing options.

FUNDING SOURCE: n/a

ATTACHMENTS: Proposed Loan Amendment

STAFF'S COMMENTS AND RECOMMENDATIONS:

Support

**STATE REVOLVING FUND
AMENDMENT 9 TO DEBT PURCHASE AGREEMENT DP42709P
CITY OF APALACHICOLA**

This amendment is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the CITY OF APALACHICOLA, FLORIDA, (Local Government) existing as a local governmental entity under the laws of the State of Florida. Collectively, the Department and the Local Government shall be referred to as "Parties" or individually as "Party".

The Department and the Local Government entered into a State Revolving Fund Debt Purchase Agreement, Number DP42709P, as amended; and

The Local Government has requested, and the Department has agreed to loan revisions to allow the Local Government to address current default conditions of the Loan; and

Certain provisions of the Agreement need revision and several provisions need to be added to the Agreement.

The Parties hereto agree as follows:

1. Section 1.01 of the Agreement is amended to include the following definitions:

"Asset Management Plan" shall mean a systematic management technique for utility systems that focuses on the long-term life cycle of the assets and their sustained performance, rather than on short-term, day-to-day aspects of the assets. This plan includes the identification of all assets and the estimated costs associated with operating and maintaining the facilities, rehabilitating, repairing, upgrading, or replacing all assets in a timely manner. Utilizing these costs and schedule for incurring these costs, the plan shall also include a rate analysis to determine the rates necessary to adequately fund this work. The requirements for asset management plans are in Subsection 62-503.700(7), Florida Administrative Code.

2. Section 8.12 is added to the Agreement as follows:

8.12. ASSET MANAGEMENT PLAN.

An Asset Management Plan must be adopted by ordinance or resolution and written procedures must be in place to implement the plan.

The plan must include each of the following elements: i) identification of all assets within the Local Government's system; ii) an evaluation of the current age, condition, and anticipated useful life of each asset; iii) the current value of the assets; iv) the cost to operate and maintain all assets; v) a capital improvement plan based on a survey of industry standards, life expectancy, life cycle analysis, and remaining useful life; vi) an analysis of funding needs; vii) an analysis of population growth and wastewater or stormwater flow projections, as applicable, for the Local Government's planning area, and a model, if applicable, for impact fees; commercial, industrial

and residential rate structures; and industrial pretreatment fees and parameters; viii) the establishment of an adequate funding rate structure; ix) a threshold rate set to ensure the proper operation of the utility, if the Local Government transfers any of the utility proceeds to other funds, the rates must be set higher than the threshold rate to facilitate the transfer and proper operation of the utility; and x) a plan to preserve the assets, as well as the renewal, replacement, and repair of the assets as necessary, and a risk-benefit analysis to determine the optimum renewal or replacement time.

3. The funding under this Loan number will be transferred to State Revolving Fund Loan Agreement, Number WW427090 and repayments will restart at number 1, for the remaining 15 payments.

4. The total amount of unpaid principal is \$2,785,281.49, which accounts for the Department's receipt of 35 Semiannual Payments received to date. The remaining amount owed will be at 0% interest.

5. The Semiannual Payment amount, adjusted to account for repayments received to date, is revised and shall be in the amount of \$185,685.43. Such payments shall be received by the Department on December 15, 2020 and semiannually thereafter on June 15 and December 15 of each year until all amounts due hereunder have been fully paid.

6. The Local Government agrees to adopt and implement the Asset Management Plan, and any agreed on subsequent amendments, including the rate structures in those plans, as recommended by the Florida Rural Water Association for Apalachicola's Drinking Water and Wastewater systems, with the initial adoption by September 30, 2020. Any substantive changes to the Plan, including rate structures, must be concurred with by the Department prior to such change, in order to provide reasonable assurance that the other conditions of this Loan Agreement will be met.

7. The Local Government agrees that Pledged Revenues may only be applied towards operations, maintenance, capital improvements and administration expenses. The Local Government further agrees that pledged revenue funds may not be transferred to any other account for any purpose not directly related to the Water and Sewer Systems.

8. The Local Government further agrees that all proceeds from the sale of sale of the Old City Hall and the Old Fire Station, both located on Water Street, shall only be used for Water and Sewer System capital improvements, system repairs or payments on this Loan.

9. If any of the above provisions are not met and maintained, this Amendment will be null and void, the Loan will be considered in default and the provisions and repayment schedule contained in Amendment 8 will apply.

10. All other terms and provisions of the Loan Agreement shall remain in effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

This Amendment 9 to Debt Purchase Agreement DP42709P may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this amendment to the Loan Agreement to be executed on its behalf by the Secretary or Designee and the Local Government has caused this amendment to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this amendment shall be as set forth below by the Department.

for
CITY OF APALACHICOLA

Mayor

Attest:

Approved as to form and legal sufficiency:

City Clerk

City Attorney

SEAL

for
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Secretary or Designee

Date

**APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION**

Meeting Date: Sept. 8, 2020

SUBJECT: Cross-Connection Control Plan

AGENDA INFORMATION:

Agenda Location: III., Item B

Department: Water & Sewer

Presenter: Manager Wade, Mayor Begos

BRIEF SUMMARY:

Rule 62-555.360, Florida Administrative Code, requires that each community water system shall establish and implement a cross-connection control program utilizing backflow protection at or for service connections in order to protect the community water system from contamination caused by cross-connections on customer's premises.

An example of "Backflow" is when a hose placed in a large container of dirty water starts to flow backwards, injecting the dirty water into the Drinking Water system.

The Cross-Connection Control Plan is also required by DEP.

FUNDING SOURCE: n/a

ATTACHMENTS: Draft Resolution.

STAFF'S COMMENTS AND RECOMMENDATIONS:

Support.

RESOLUTION NO. 2020-11

A RESOLUTION OF THE CITY OF APALACHICOLA
ESTABLISHING A CROSS-CONNECTION CONTROL PROGRAM

WHEREAS, a community water system is responsible for supplying its customers with water that meets federal and State drinking water standards;

WHEREAS, a community water system is responsible for the protection of its water distribution system from contamination or pollution due to backflow of contaminants or pollutants through water service connections; and

WHEREAS, Rule 62-555.360, Florida Administrative Code, requires that each community water system shall establish and implement a cross-connection control program utilizing backflow protection at or for service connections in order to protect the community water system from contamination caused by cross-connections on customer's premises.

NOW, THEREFORE, BE IT RESOLVED BY THE THE CITY OF APALACHICOLA

Component II in the Cross-Connection Control Program Plan for the City of Apalachicola, effective October 15, 2020, shall establish where backflow protection at or for service connections is mandatory.

Component III in the Cross-Connection Control Program Plan for the City of Apalachicola, effective October 15, 2020, shall establish requirements regarding ownership, installation, inspection/testing, and maintenance of mandatory backflow protection at or for service connections.

Upon the effective date of this resolution, all prior and conflicting resolutions, or parts of resolutions, establishing a cross-connection control program, or parts of a cross-connection control program, shall be repealed, rescinded, superseded, and replaced by this resolution.

This resolution shall become effective October 15, 2020.

PASSED AND ADOPTED by the Apalachicola City Commission on the 8th day of September, 2020.

For the City of Apalachicola

Mayor Kevin Begos

Attest: City Clerk Deborah Guillotte

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, Florida
 1 Avenue E
 Apalachicola, Florida 32320
 Attn: City Manager Travis Wade

To the Operator:

(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.

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 (90) days. This Agreement shall automatically renew for an additional term of one year, with a maximum of two (2) years additional term, on each anniversary date of the Agreement, unless one party gives notice of its desire not to renew at least sixty (30) days in advance of the anniversary date. The term begins on the date of this Agreement as set forth in the first paragraph.

(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 workers 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 Opeartor, 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 _____, 2020.

CITY:

By: _____

Name: Kevin Begos

Title: Mayor

Attest: _____

Name: Deborah Guillotte

Title: City Clerk

OPERATOR:

By: _____

Witness: _____

**APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: Sept. 8, 2020**

SUBJECT: City Hall A/C Purchase

AGENDA INFORMATION:

Agenda Location: V., Item 3
Department: City Hall
Presenter: Manager Wade

BRIEF SUMMARY: A portion of the front office of City Hall has no air condition or heating. Staff received quotes from three separate companies. Staff evaluated the condition of City Hall and feels that Gunn Heating and Air would be the most effective choice.

Staff requests that Gunn Heating and Air be approved to install the A/C unit at City Hall, with the amount being \$14,425.00.

FUNDING SOURCE: General Fund – 2019-20 Budget/Admin Capital Outlay

ATTACHMENTS: Quotes

STAFF'S COMMENTS AND RECOMMENDATIONS:

Support



Gunn Heating & Air Conditioning, Inc.

1003 Bluff Road
Apalachicola, FL 32320

ESTIMATE	#860
ESTIMATE DATE	Jun 09, 2020
SCHEDULED DATE	Tue Jun 2, 2020 1:00pm
TOTAL	\$14,425.00

City Of Apalachicola
192 Coach Wagoner St.
Apalachicola, 32320

CONTACT US

(850) 653-9771
gunnhvac@yahoo.com

(850) 653-9319
melissahand@cityofapalachicola.com

ESTIMATE

DESCRIPTION	QTY	UNIT PRICE	AMOUNT
Daikin ductless heat pump system.	1.0	\$14,425.00	\$14,425.00
Labor and materials to furnish and install 1 - 36,000 BTU multi-port system with 4 ports and 1 - 12,000 BTU single port. Includes line set, drain and communication wiring. This price does not include line voltage wiring.			
Warranty - Warranty (Commercial)			
1 year on labor and materials, 1 year on parts and coil, 5 on compressor. This warranty excludes line sets, drain lines, thermostat wire or duct work not replaced at time of installation.			

Subtotal	\$14,425.00
Total	\$14,425.00



Weston Heating and Air, LLC

Quote

Weston Heating and Air, LLC

BILL TO
City of Apalachicola

Quote # 33
Date 29 Jul 2020

Item	Quantity	Price	Amount
2.5 ton 14 SEER heatpump	1	\$8,500.00	\$8,500.00

New 2.5 ton 14 SEER heatpump installed. New secondary flood safety switch. Ductwork and defusers Included. 1 year part warranty for commercial application 2 labor warranty.

Subtotal \$8,500.00

Grand Total \$8,500.00



Weston heating and air

Invoice

Weston heating and air

BILL TO
Apalachicola city hall

Invoice # 3
Date 08 Jul 2020
Due date 15 Jul 2020

Item	Quantity	Price	Amount
3/4 ton mimi split system	1	\$3,300.00	\$3,300.00
Installing high voltage line from panel box to outdoor unit. installing signal wire and line set from head unit to outdoor unit. hanging head unit on the wall and placing outdoor unit.			
3/4 ton mimi split system	1	\$3,300.00	\$3,300.00
Installing high voltage line from panel box to outdoor unit. installing signal wire and line set from head unit to outdoor unit. hanging head unit on the wall and placing outdoor unit.			
Half ton mini split	1	\$3,200.00	\$3,200.00
Installation of high voltage line from panel box to outdoor unit. installing lineset and signal wire between head unit and outdoor unit. Hanging head unit and installing outdoor unit.			
Half ton mini split	1	\$3,200.00	\$3,200.00
Installation of high voltage line from panel box to outdoor unit. installing lineset and signal wire between head unit and outdoor unit. Hanging head unit and installing outdoor unit.			
Additional line set for distance	1	\$300.00	\$300.00
Additional line set for distance	1	\$300.00	\$300.00
		Subtotal	\$13,600.00
		Total	\$13,600.00
		Amount Due	\$13,600.00

Note
Gree brand equipment



Air Con of Wakulla

City of Apalachicola
192 Coach Wagoner Blvd
Apalachicola, FL 32320

☎ (850) 653-9319
✉ deborahguillotte@cityofapalachicola.com

ESTIMATE	#22712
ESTIMATE DATE	Jun 16, 2020
SCHEDULED DATE	Tue Jun 16, 2020
	3:30pm
TOTAL	\$0.00

CONTACT US

3232 Crawfordville Hwy
Crawfordville, FL 32327

☎ (850) 926-5592
✉ airconofwakulla@embarqmail.com

ESTIMATE

Services	qty	unit price	amount
Ductless Estimate			

Payment due upon completion of work
Install 4.0 ton Daikin 5-head ductless system
Condenser M# 5MXS48TVJU wall mount
Three Air Handlers M# CTXS07LVJU
Air Handler M# FTXS09LVJU
Air Handler M# FTXS12LVJU
Warranty: One year labor, five years Daikin parts
Price: \$12,975.00

Total

\$0.00

APPROVE

DECLINE

Thank you for your business

Air Con of Wakulla | CAC1814304

airconofwakulla.com

 Housecall Pro

([https://housecallpro.com/features/estimating-software/?](https://housecallpro.com/features/estimating-software/?utm_source=estimate&utm_medium=viral&utm_content=logo-1&utm_campaign=estimate-viral-growth&mc=Product&msc=estimate&email=deborahguillotte@cityofapalachicola.com)

[utm_source=estimate&utm_medium=viral&utm_content=logo-1&utm_campaign=estimate-viral-growth&mc=Product&msc=estimate&email=deborahguillotte@cityofapalachicola.com](https://housecallpro.com/features/estimating-software/?utm_source=estimate&utm_medium=viral&utm_content=logo-1&utm_campaign=estimate-viral-growth&mc=Product&msc=estimate&email=deborahguillotte@cityofapalachicola.com))

**APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: Sept. 8, 2020**

SUBJECT: Water Plant – Pole Barn Purchase

AGENDA INFORMATION:

Agenda Location: V., Item 4
Department: City Hall
Presenter: Manager Wade

BRIEF SUMMARY: Pole barn to cover water plant equipment this is currently exposed to the elements.

Staff requests that Commission vote to approve purchase from Better Build Barnes, LLC, with the purchase amount being \$11,700.00.

FUNDING SOURCE: Water - 2019-20 budget/Water Capital Outlay

ATTACHMENTS: Quotes

STAFF'S COMMENTS AND RECOMMENDATIONS:

Support

Better Built Barns, LLC
Post Office Box 61
Hosford, FL 32334
850-379-3000

QUOTE 8/18/20

TO

City of Apalachicola
ATTN: Travis Wade

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	30' wide x 60' Long x 10' eave height pole barn installed (total sq ft= 1,800) -6x6 pressure treated post -heavy duty metal trusses -2x6 purlins -Galvalume 29ga roofing panels Does not include concrete pad	\$6.50 sq/ft	\$11,700.00

*customer is fully responsible for obtaining permits and cost of permits. We can provide you with the raised seal engineered plans-cost \$250.00 if needed.

TOTAL **\$ 11,700.00**

Please contact our office at
850-379-3000/3b.kelly@gmail.com, if you
should have any further questions.
Thank you for your business!

Tool Time Buildings
3822-A E. 15th ST.
Panama City FL 32404
Tel 850-763-0065 Fax 850-763-0097
www.tooltimebuildings.com



Proposal

Date 8/14/20

To: City of Apalachicola
Address ?
Apalachicola, Fl. 32320
850-653-9319
Travis Wade

Project Location: Same

We propose to provide all labor and materials to perform the following:

Pole barn

- 30'x60'x10'
- 8"x8" poles
- Set poles on outside of existing concrete slab
- Clear span steel trusses
- 2x6 purlins 24" on center
- Install 26g. Tuff Rib roof metal (galvalume)

Clean up & removal of all debris created by this scope of work

20 year workmanship warranty included in this proposal.

30 year warranty on siding and roof

130 to 150 mph wind rating

Permits included

We propose to perform the above scope of work for the price of \$ 14,700.00

20% Deposit of \$3,000.00 1 draw poles 5,000.00

Final payment of \$5,700.00 upon completion.

I accept this proposal and authorize Tool Time Buildings to perform the above scope of work.

Owner

Date

For build time call Nick at 850-481-1996

CITY OF APALACHICOLA
ADMINISTRATION DEPARTMENT
August 2020

- Updated meeting calendar on website
- Complete all quarterly Payroll Reports.
- Posting and Learning New Payroll Quick Books Program
- Posted revenues and expenses
- Assisted staff with tree applications, utility bill issues
- Staff assisted with Cemetery, utility bills, garbage, permitting issues, city property rentals and other miscellaneous duties
- Billing Clerk assists the City Manager and City Clerk as needed, works front office with water bill collections, cemetery lot sales, assists water and sewer department as needed
- Completed tasks as assigned by the City Manager
- Public Records Request 2
- Oyster License sales began 5/18/20 - 180 sold as of 6/29/20 - In August City began to refund Oyster License issued due to the Apalachicola Bay being closed for five years by the Florida Fish and Wildlife
- City Hall staff sent out Business License Renewal Notices and will be handling this until Code Enforcement position is filled

113 work orders issued and 85 work orders completed

2190 payments processed

2213 bills processed

136 cut-off list - Started turning off 9/1/20

Approximately 150 accounts payable checks processed

Apalachicola Police Department Report

August seems to have slowed down a bit for us. We continue to patrol residential areas for speeding and stop signs being run.

We assisted the Sheriff department with a high speed chase after a suspect was believed to have stolen from Ace Hardware. This month we had several funerals to escort. We are back on patrol at the school crossing. We have been assisting the City with stops signs in need of being changed. Our gun range is now at 47 members and we have sent out letters regarding renewing membership to all members that joined prior to September 2019.

August 2020	Totals
Traffic Stops/ Warnings/ citations	37
Arrests/ Warrant Requests	6
Traffic Accidents	5
Burglary/Theft calls	2
Assist Citizens/ Complaints/investigations	316
Trespass Warnings/agreements	6
Business alarm calls/building checks/welfare checks	454
assist county call/other agencies	43
Domestic cases involving violence/disturbance calls	2
Total calls from dispatch	1054

City of Apalachicola public works monthly report
August 2020

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

On 3/18/20 the prison quarantined state inmates, we was working 12 to 15 men daily, do to this action we are short on man power, we have three supervisors who are cutting and cleaning the city, we are cutting the areas that are most in need of attention, please be patient, we are cutting and cleaning as much as we possibly can work into our daily schedule.

We collected 245 bags of trash from down town and public parks.

We have cut our routine main roads parks and cemeteries.

We have had 5 funerals open and close

We completed 14 work orders.

We moved files from old fire station to field house.

We cut and cleaned several ditches.

We cut r.o.w and city properties.

We assisted water/sewer on vac system several days.

We had roof repaired at holy family, and repaired roof at van Johnson coplex.

We put new locks on outside bathrooms at community center, and opened for public use.

We completed signage for fema project.

Prepared by Robert Osburn

Monthly Report for
Apalachicola Margaret Key Library
August 2020

(5 da

Statistics:

- 39 patrons have been helped between August 10 -28, 2020
- \$4.50 has been received for copies
- \$0.70 has been received in library donations
- 2 new books were donated for our circulation
- 1036 people were reached with four Facebook posts

On August 10, 2020, we re-opened the library for no contact, curbside service. Our hours of service are 10a.m. to 2p.m., Monday - Friday, but the library was closed a couple of days due to my sudden sickness. Books have been requested via reservation on our website, inquiry via email, inquiry via Facebook Messenger, showing up at the library, and via phone calls. We have fulfilled book requests, retrieved book, movies, and audio book donations, delivered, opened an account for a new patron, printed and faxed items for patrons, instructed patrons on using our website, and hosted the Recreation Committee and Library Board, using social distancing. Additionally, Celia Winterringer has resumed volunteering and helping to sort donated books.

Isel Sanchez-Whiteley
Library Assistant

Water and Wastewater Department
Monthly Report August 2020

Water Plant

- . We treated 11,150,000 gals of Drinking water
- . Replaced screens on the vents for the Ground Storage tank at the Water Plant

Wastewater Plant

- . We treated 8,650,000 gal of Wastewater
- . We had a very busy week last week and I did not get to weekly update on the Consent orders, So this is last weeks update. On the Water we did some flushing getting ready for sampling of TTHM and HAAS first week in September.
- . On the Wastewater, We are pressure washing piping and equipment at the plant getting ready to Paint.
- . We also got the grease , rags , grit and solids cleaned out of the Grit chamber at the Headworks of the Plant using a Vacuum Truck.

Distribution and Collection

- . We did more than normal amount of work orders this month, I was not able to keep up with how many. I had to much going on, But 30 came out in one day about the Cut List.
- . Repaired 3 Water Leaks
- . Starting on the evening of the 23 and the 24 , 25 we had a rain event that was more than the collection system could handle. We believe that people draining there yards into the system is a lot of the problem. We had 2 people out and one on light duty and was unable to get a vacuum truck to come. We also had a communication problem between City Hall and the Crew. That caused response to sewer calls to take longer in some cases. When we get the Diamond Maps system fully up and work orders and notices are coming to our Phones this will go away.

MINUTES OF THE SPECIAL MEETING OF THE APALACHICOLA CITY COMMISSION AND JOINT WORKSHOP WITH PLANNING AND ZONING BOARD HELD MONDAY, FEBRUARY 10, 2020, 5:00 PM AT THE APALACHICOLA COMMUNITY CENTER.

PRESENT: Mayor Kevin Begos
Commissioner Brenda Ash
Commissioner Despina George
Commissioner Anita Grove
Ron Nalley, City Manager
Deborah Guillotte, City Clerk
Kristy Banks, City Attorney

ABSENT: Commissioner Adriane Elliott

CALL TO ORDER

Mayor Begos called the meeting to order at 5:00 PM. Council members led in Pledge of Allegiance.

**NEW BUSINESS
FILL ORDINANCE DISCUSSION**

Discussion held by the Commission and the Planning and Zoning on the proposed Apalachicola Fill and Stormwater Ordinance as follows: regulations of fill on lots for purposes of flood prevention, and properties that are in the flood zones can't let water run-off onto neighbors property; encroachment agreement of driveways, etc., on city right-of-ways; updating the current application with questions about how much fill will be put on or taken away from property, attaching a site plan, and also talked about the possibility of fines if the correct procedure is not followed. Mayor Begos suggested if it is only a small amount of fill to go on the property, that it possibly be approved in house by staff, without having to go before P&Z.

There being no further business, the meeting was adjourned at 6:00 PM.

Kevin Begos, Mayor

Deborah Guillotte, City Clerk

MINUTES OF THE SPECIAL MEETING OF THE APALACHICOLA CITY COMMISSION AND JOINT WORKSHOP WITH PLANNING AND ZONING BOARD HELD MONDAY, MARCH 23, 2020, 5:00 PM AT THE APALACHICOLA COMMUNITY CENTER.

PRESENT: Mayor Kevin Begos
Commissioner Brenda Ash
Commissioner Despina George
Commissioner Anita Grove
Chris Holley, Interim City Manager
Deborah Guillotte, City Clerk
Kristy Banks, City Attorney

MOBILE: Commissioner Brenda Ash

CALL TO ORDER

Mayor Begos called the meeting to order at 5:00 PM. Council members led in Pledge of Allegiance.

NEW BUSINESS
A. PROCLAMATION TO TEMPORARILY HALT SHORT-TERM RENTALS FOR SEVEN (7) DAYS

Proclamation will be revised tonight to take effect at noon on Wednesday, March 25, 2020.

Commissioner George made a motion to approve the Proclamation to Temporarily halt Short-Term Rentals for Seven Days, subject to the revisions discussed, and approval of final wording. Commissioner Elliott seconded and the motion carried 5-0.

NEW BUSINESS
B. DISCUSSION ON DEP APPROVAL OF 90-DAY PILOT STUDY TO REDUCE TTHM'S AND IMPROVE DRINKING WATER QUALITY

Mayor Begos reviewed and discussion was held on the DEP approval of a 90-day pilot study to reduce TTHM's and improve the drinking water quality of the City.

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

Kevin Begos, Mayor

Deborah Guillotte, City Clerk

MINUTES OF THE SPECIAL MEETING OF THE APALACHICOLA CITY COMMISSION AND JOINT WORKSHOP WITH PLANNING AND ZONING BOARD HELD TUESDAY, JUNE 30, 2020, 5:00 PM AT THE APALACHICOLA COMMUNITY CENTER.

PRESENT: Mayor Kevin Begos
Commissioner Brenda Ash
Commissioner Despina George
Commissioner Anita Grove
Commissioner Brenda Ash
Travis Wade, City Manager
Deborah Guillotte, City Clerk
Kristy Banks, City Attorney

CALL TO ORDER

Mayor Begos called the meeting to order at 5:00 PM and Commissioner Ash gave the invocation. Council members led in Pledge of Allegiance.

AGENDA ADOPTION

Commissioner Ash made a motion to approve the agenda. Commissioner Grove seconded and the motion carried 5-0.

MAYOR AND COMMISSIONERS REPORT

1) Conflict of Interest issues with Commissioner Elliott – Discussion held about disclosing all issues (voting surveys etc.), in the beginning to avoid conflicts, before posting online.

DISCUSSION OF REVISIONS TO NOISE ORDINANCE

Discussion held on possible revisions to be made to Ordinance 2015-01 Noise Ordinance – that conflicts with Ordinance 2017-03 Sidewalk Ordinance. Items discussed from Noise Ordinance 2015-01: Section 3 - Item 2, and 8 (Exceptions); Section 4 – Item 2 (Maximum permissible sound levels within hours of operation and where measurement of sound levels are taken from; changing the sound decimal level depending on days of the week, times of the week of operation, and the district that the business of operation is located: R1,2,3,4 Districts - 75 decimals from 7 AM to 10 PM and C1,2,3,4 Districts - 85 decimals from 7 AM – 11 PM); if fines have ever been issued, whether the establishment’s doors are open or closed, demonstration of 83 decimal sound level by phone; acoustics vs. bands makes sound louder; Section 5 – Enforcement and Penalties – fines. Mayor Begos suggests, in the future, going to the downtown area and listen to different decimal levels.

PUBLIC COMMENT

Citizen concerns consisted of updating the Land Development Code on the above issues, enforcement of the Noise Ordinance, the music being played is in the Commercial district, not residential.

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

Kevin Begos, Mayor

Deborah Guillotte, City Clerk

MINUTES OF THE REGULAR MEETING OF THE APALACHICOLA CITY COMMISSION HELD TUESDAY, AUGUST 4, 2020, 6:00 PM AT THE APALACHICOLA COMMUNITY CENTER.

PRESENT: Mayor Kevin Begos
Commissioner Anita Grove
Commissioner Adrian Elliott
Commissioner Despina George
Travis Wade, City Manager
Deborah Guillotte, City Clerk
Leo Bebeau, Finance Director

VIA PHONE: Commissioner Brenda Ash
Kristy Branch-Banks, Attorney

CALL OF ORDER

Mayor Begos called the meeting to order and gave the invocation. Council Members led the pledge of allegiance.

APPROVE THE AGENDA

Commissioner Grove made a motion to amend and approve the Agenda, with two additions as follows: A Nature-Based Parking Project downtown and a FDLE Coronavirus Emergency Supplemental Funding Grant. Commissioner Elliott seconded and the motion carried 5-0.

MAYOR AND COMMISSIONERS REPORT AND COMMUNICATIONS

Mayor and Commissioners discussed the following: 1) Hurricane Michael Historical Grant to apply for repairs to old City Hall, HCA building and possibly the Holy Family Center; 2) 14th Street Tennis Courts – resurfacing estimated around \$15,000 to \$16,000; 3) Gouras & Associates, for possible CDBG-DR Grant Management, and also if City is interested in piggy backing off Port St. Joe or Franklin County - setting up a workshop in September for CDBG-DR for upcoming projects the City would like to consider; 4) Oyster Shell recycling program and possibility of the City allowing the use of the old shell pile site; 5) Tree Committee Application process not being followed correctly; 6) Campaign signs on City right-of-ways, and 7) City meetings being more accessible to the public and a third-party service.

Commissioner Elliott made a motion to apply for the Historical Grant for both the old City Hall building, the History Cultural Arts building and possibly the Holy Family Center, after research to see if applicable.

CITY MANAGER COMMUNICATIONS

City Manager Communications: 1) Budget Workshop & Hearing Dates: Tuesday, August 11, 6:00pm - Budget Workshop; Tuesday, September 15, 6:00pm - First Budget Hearing; Tuesday, September 29, 6:00pm - Final Budget Hearing for Adoption of Budget and Final Millage Rate; 2) Code Enforcement hire – The City hired TJ Lemieux, who transferred from the Water and Sewer Department – will be working three days in the office and two days at

the Water Plant until that position is filled; 3) FEMA projects and RFP – Dewberry will be putting Lafayette pier out for bid, Andris and Battery Park still being reviewed, and the City may possibly be developing a RFQ for Management of FEMA Grants; 4) Apalachicola Bay Oyster Harvest License – The City will be doing refunds if requested by residents who purchased them, due to the Apalachicola Bay being closed for five years.

ATTORNEY KRISTY BRANCH-BANKS COMMUNICATIONS

Attorney Banks discussed the following: 1) Scipio Boat Yard Lease; 2) Florida League of Cities will be having Finance and City Official seminars coming up in October; and 3) Creighton and Holley Brown – offer to purchase City property at the Apalachicola Airport area.

FINANCE DIRECTOR LEO BEBEAU

Mr. Bebeau gave update on City expenditures, stating that a revision will be available next week before the budget workshop.

PUBLIC COMMENT

Citizens discussed the following: tennis courts resurfacing appreciated, unpermitted tree removal and its debris on Avenue M and 7th Street, City's public meetings by phone access, City's asset management plan, Mayor Begos gave a brief update of the DEP Revolving Loan Amendment, which is different than the Asset Management Plan (which is updated probably quarterly); and missing sidewalk - section on US Hwy 98 between 16th and 17th Street (DOT r-o-w), Prado and 24th Avenue – culvert needing guard rails, and trees on City right-of-way needing to have limbs trimmed on 101 24th Avenue.

CONSENT AGENDA

Mayor Begos presented the Consent Agenda and asked if any items should be removed before consideration of a motion.

- Meeting Minutes Adoption – To Adopt the March 3, 2020 Regular Meeting, June 10, 2020 Special Meeting, July 7, 2020 Special Meeting, and July 28, 2020 Special Meeting Minutes.

Commissioner Elliott made a motion to adopt the Consent Agenda. Commissioners George seconded and the motion carried 5-0.

UNFINISHED BUSINESS

A. QUASI-JUDICIAL HEARING: MCLEMORE VARIANCE

Mayor Begos stated this hearing is a review on appeal of a decision of the Board of Adjustment. The BOA approved a variance for an encroachment into the alleyway setback on the McLemore property. The BOA grant of variance was appealed by Historic Apalachicola Foundation. The City Commission shall make a final decision on whether or not to uphold the variance granted.

David Minacci, of Manausa, Shaw & Minacci, P.A. introduced himself as the Attorney on behalf of the McLemores and gave an opening argument on why the McLemore variance should be granted and not overturned by the City Commission.

Robert Volpe introduced himself as the Attorney on behalf of the Historic Apalachicola Foundation and gave an opening argument on why the McLemore variance should be overturned and not be upheld by the City Commission.

The Mayor, Commission and City Attorney addressed comments from both Attorneys on the McLemore variance decision by the BOA, referencing the Land Development Code. The Commission asked for Attorney Banks' recommendation based on current LDC and for her to define what the Commission is actually voting for at tonight's meeting. Attorney Banks stated we are focusing on the decision by the BOA to grant the requested variance, and the Commission is making a decision as to whether the Commission upholds the decision of the BOA, or to quash (void their decision). Attorney Banks stated that the decision of the BOA stated no findings of evidence of a "hardship." LDC requires the presence of a hardship before a variance may be granted. The Commission asked for Attorney Banks recommendation, and Attorney Banks stated she recommended overturning or quashing the BOA decision to grant a variance on the grounds of BOA's failure to find any hardship.

Attorney Minacci and Attorney Volpe, gave closing arguments on the McLemore variance.

Mayor Begos stated that we could table this one more time and work on an encroachment policy, even though we would still have ongoing legal challenges. Commissioner Grove stated that the LDC Code needs to be updated.

Commissioner Elliott made a motion to uphold the Board of Adjustments ruling. Mayor Begos passed the gavel to Mayor Pro-Tem Ash and seconded, the motion failed 2-3. Commissioners George, Grove and Ash opposed.

Attorney Banks stated in accordance with the LDC, “the concurring vote of four (4) members of the City commission shall be necessary to reverse any order, requirement, decision or determination of the building inspector or to decide in favor of the applicant on any matter upon which it is required to pass under this code or to effect any variation in the application of this code.”

Commissioner Ash inquired what this means at this point for the McLemore request for a variance, with a 2-3 vote by the Commission. Attorney Banks explained that the LDC is silent on whether or not the same majority is required to overturn a decision of the BOA. Attorneys Minacci and Volpe were allowed to offer their interpretation on their definitions of the 2-3 vote as to overturning or upholding the BOA decision. Attorney Banks requested further research in reference to the Robert’s Rules of Orders, the LDC and legal interpretation of the plain language of the LCD as applies to interpreting the 2-3 vote.

Commissioner Ash suggested that the final conclusion (passage or definition) of the motion be tabled, until it can be further researched by Attorney Banks, and her recommendation be brought back to the next meeting.

Mayor Begos made a motion to have the Commission refer the procedural questions back to Attorney Banks or the City Attorneys on retainer with the City, to get a clear written clarification and recommendation to the City Commission, on the 2-3 voting definition clarification. Commissioner Elliott seconded and the motion carried 5-0.

Commissioner Grove made a motion to continue the matters of the McLemore Quasi-Judicial Hearing, until we have recommendation by Attorney Banks on the 2-3 voting, and that it be placed on next month’s agenda. Commissioner George seconded and the motion carried 5-0.

Mayor Pro-Tem Ash passed the gavel back to Mayor Begos.

UNFINISHED BUSINESS B. DEP REVOLVING LOAN AMENDMENT
--

Mayor Begos reviewed a proposed agreement with DEP, stating that the City commits to repairing, maintaining and upgrading the Water and Sewer systems under the detailed Asset Management Plans developed by the Florida Rural Water Association. Discussion held in reference to the sale of City property, and that the City Manager and the Water and Sewer department heads would be managing the Asset Management Plan.

Commissioner Elliott made a motion to table the approval of the DEP Consent Order, until further details are available on the Asset Management Plan. Commissioner George seconded and the motion carried 5-0.

NEW BUSINESS A. APPLICATION FOR BATTERY PARK MARINA COMMITTEE – TOM GRAY

Commissioner George made a motion to appoint Tom Gray to the Battery Park Marina Committee. Commissioner Elliott seconded and the motion carried 5-0.

NEW BUSINESS
B. CONTRACT AWARD – WATER STREET PARKING/SIDEWALK GRANT

Commissioner Elliott made a motion to award the CDBG Contract bid for the Water Street Parking/Sidewalk grant for the South side of Avenue G and Water Street, for a brick paver parking area between Commerce and Water Street to North Florida Construction. Commissioner Grove seconded and the motion carried 5-0.

NEW BUSINESS
C. FDEP – FLORIDA RESILIENT COASTLINES PROGRAM

FDEP – Florida Resilient Coastlines Program for a Nature-Based parking project in Downtown Apalachicola, creating approximately fifty new parking spaces between Avenue G and H, on the City right-of-way.

Commissioner Grove made a motion to approve Cindy Clark to apply for the Florida Resilient Coastlines Program Grant. Commissioner Elliott seconded with discussion held. This item was tabled for further research.

NEW BUSINESS
D. FDLE - CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING GRANT

Commissioner Grove made a motion to approve the purchase of a “Portable Changeable Message Sign” from American Signal Company, using grant funds to purchase the sign, with no matching funds required, for a purchase price of \$14,500.00. Commissioner George seconded and the motion carried 5-0.

ADJOURNMENT

With no further business, Commissioner Elliott made a motion to adjourn the meeting at 9:00 PM. Commissioner Grove seconded and the motion carried 5-0.

Kevin Begos, Mayor

Deborah Guillotte, City Clerk

CITY OF APALACHICOLA
PLANNING & ZONING BOARD
REGULAR MEETING
MONDAY, May 11TH, 2020
Community Center/ City Hall -1 Bay Avenue
Minutes

Meeting Attendance via Zoom: Kevin Begos-Mayor – operating Zoom

Meeting Attendance at Community Center: Al Ingle-Chair, Uta Hardy-Vice Chair, Jim Bachrach, Joe Taylor, Constance Peck, Elizabeth Milliken, Kristy Banks-City Council, Revena Ramsey-Code Enforcement & Permitting, David Meyer-Sound/Audio

Regular Meeting – 6:00 P.M.

1. Approval of April 13, 2020 workshop minutes & regular meeting minutes.
Motion to Approve: Jim Bachrach; Second by Constance Peck. Motion Carries.

2. Review, Discussion and Decision for a 12'x12' Storage Shed **(Historic District) (R-4) @ 208 12th St.** Block 151, Lots 7 & 8 For – Peyton Morton - Owner; Contractor: Self. **(Tabled April 13, 2020 for no representation)**
Motion to Approve: Uta Hardy; Second by Constance Peck. Motion Carries.

3. Review, Discussion and Decision for After the Fact gravel driveway **(Historic District) (R-1) @ 76 Ave. G** Block 18 NW ½ of Lot 6 and 7. For – George McChesney – Owner; Contractor: Self. **(Tabled March 9, 2020 pending engineered stormwater analysis brought back to P&Z)**
Motion to Table due to lack of representation: Uta Hardy; Second by Constance Peck. Motion Carries.

4. Review, Discussion and Decision for tear down and rebuild of ADA Ramp –**(Historic District) (R-1) @ 98 12th Street**, Block 83, 84, 87, 88 and Lots thereof. For— Apalachicola Bay Charter School – Owner; Contractor: Self.
Motion to Approve: Jim Bachrach; Second by Constance Peck. Motion Carries.

5. Review, Discussion and Decision for Demo of Pool - **(C-3) @ 240 Hwy 98** Block 6, Lot 9, NE 26' of Lot 10 & Lots 11-13. For – Apalachicola Bay Inn – Owner; Contractor: Douglas Clearing & Land Development.
Motion to Approve: Jim Bachrach; Second by Constance Peck. Motion Carries.

6. Review, Discussion and Decision for In Ground Pool - **(Historic District) (R-1) @ 67 Ave. D Block 16**, Lot 1 & E ½ Lot 2. For – Steven Etchen – Owner; Contractor: To be determined.
Applicant called and requested to be tabled.

CITY OF APALACHICOLA
PLANNING & ZONING BOARD
REGULAR MEETING
MONDAY, May 11TH, 2020
Community Center/ City Hall -1 Bay Avenue
Minutes

7. Review, Discussion and Decision for New Single Family Home on Piers with Screen Porch, Fence and Tree Removal **(R-2) @ 217 Cottage Hill Rd.**, A parcel containing 1.05 Acres. For – James Frost – Owner; Contractor: To Be Determined.
Motion to Approve with no tree removal: Jim Bachrach; Second by Constance Peck. Motion Carries.

8. Review, Discussion and Decision for New Single Family Home with 6' Privacy Fence and 30'x40' Storage Building **(R-2) @ 89 Main St.**, 2.25 Acres Railroad Right of Way (back of Magnolia Cemetery). For – Brisbin Skiles – Owner; Contractor: Substantial Structures Inc.
Motion to Approve with approval of 6 ft fence in front yard only because it's facing the cemetery: Jim Bachrach; Second by Elizabeth Milliken. Motion Carries.

9. Review, Discussion and Decision for 20' x 24' Detached Garage and 4 Ft. Screened fence around HVAC units **(Historic District) (O/R) @ 189 Ave. E** Block 99, Lot 1 and 2. For – Phillip Fuerschbach – Owner; Contractor: Self.
Motion to Table and owner come back with revised site plan showing garage meets setbacks: Jim Bachrach; Second by Joe Taylor. Motion Carries.

10. Review, Discussion and Decision for Tree Removal – **(Historic District) (R-1) @ 140 Ave. C**, Block 47, NE ½ Lots 4 and 5. For – Charles Hinson – Owner; Contractor: Trent Wheeler.
Applicant called and requested to be tabled.

11. Review, Discussion and Decision for Enlarging North Side Porch - **(R-1) @ 231 Atlantic Ave.** Block 8 (Neels Addition), Lots 4, 13, 14 & portions of Lots 5 and 6. For – Virginia Madewell – Owner; Contractor: William Ross Development
Motion to Approve: Jim Bachrach; Second by Elizabeth Milliken. Motion Carries.

CITY OF APALACHICOLA
PLANNING & ZONING BOARD
REGULAR MEETING
MONDAY, May 11TH, 2020
Community Center/ City Hall -1 Bay Avenue
Minutes

12. Review, Discussion and Decision for Tree Removal – **(Historic District) (C-1) @ 44 Commerce St.** Block C2, Lot 3. For – Gordon & Sandra Adkins – Owner; Contractor: Joe Ward.
Motion to Approve: Jim Bachrach; Second by Constance Peck. Motion Carries.

13. Review, Discussion and Decision for 6 ft. Privacy Fence – **(Historic District) (R-1) @ 52 13th Street**, Block 55, Lot 4. For – Frances Cook-Owner; Contractor: Kai Nelson.
Motion to Approve with 6 ft fence not going beyond front corner of house: Jim Bachrach; Second by Uta Hardy. Motion Carries.

Other/New Business

Get workshop scheduled for sign regulations.

Discussion held on definition of required front yard & required setbacks.

Discussion held on holding workshops and possibly asking Cindy Clark to help with workshops to advise board on changes. Joe Taylor suggested looking into historical resources for information. Constance Peck suggested each board member come up with a list of issues within the code and then the board address those issues and get changes passed.

Motion to Adjourn: Jim Bachrach; Second by Constance Peck. Meeting adjourned.

CITY OF APALACHICOLA
PLANNING & ZONING BOARD
REGULAR MEETING
MONDAY, June 8TH, 2020
Community Center/ City Hall -1 Bay Avenue
MINUTES

Meeting Attendance at Community Center for Workshop and Regular Meeting:

Al Ingle-Chair; Uta Hardy-Vice Chair; Jim Bachrach; Elizabeth Milliken; Constance Peck; Joe Taylor; Kristy Banks-City Council; Revena Ramsey-Code Enforcement & Permitting; David Meyer-Audio

Sign Workshop – 5:00 P.M.

Discussion was held in regards to the existing sign regulations the City has in our Land Development Code. Discussion also took place on how the current sign regulations affect two pending sign projects one being CVS and the other being ABC School.

Workshop was adjourned.

Regular Meeting – 6:00 P.M.

1. Approval of May 11th, 2020 regular meeting minutes.
Motion to Approve: Jim Bachrach; Second by Constance Peck. Motion carries.

2. Review, Discussion and Decision on Sign Regulation changes.

3. Review, Discussion and Decision for 20' x 24' Detached Garage, Gate, 4 Ft. Screened fence around HVAC units and new walkways **(Historic District) (O/R) @ 189 Ave. E** Block 99, Lot 1 and 2. For – Phillip Fuerschbach – Owner; Contractor: Self.
(Tabled 5/11/20 for revisions to site plan due to required setbacks)
Motion to Approve: Jim Bachrach; Second by Constance Peck. Motion carries.

4. Review, Discussion and Decision for Tree Removal of 4 Sabal Palms and 5 Slash Pines **(R-2) @ 169 21st Ave.** Block 246, Lot(s) 28-30. For – Traci and Ralph Yoder – Owner; Contractor: To be determined.
Motion to Approve: Constance Peck; Second by Jim Bachrach. Motion carries.

5. Review, Discussion and Decision for Tree Removal of 2 Slash Pines **(R-3) @ 454 23rd Ave.** Block 215, Lot(s) 1-3. For – Alma Pugh – Owner; Contractor: Trent Wheeler (possibly).
Motion to Approve: Joe Taylor; Second by Constance Peck. Motion carries.

6. Review, Discussion and Decision for Tree Removal of 1 Southern Magnolia, 2 Water Oaks and Trim Live Oak **(Historic District) (C-1) @ 51 Ave. C** all of Block 1. For – Cutler Edwards – Owner; Contractor: Tree Help LLC.
Motion to Approve: Jim Bachrach; Second by Elizabeth Milliken. Uta Hardy opposed. Motion carries.

CITY OF APALACHICOLA
PLANNING & ZONING BOARD
REGULAR MEETING
MONDAY, June 8TH, 2020
Community Center/ City Hall -1 Bay Avenue
MINUTES

7. Review, Discussion and Decision for a 6 Ft Privacy Fence **(Historic District) (R-1) @ 111 17th St.** Block 105, Lot 8. For – Ron Harris – Owner; Contractor: Earl Duggar Construction, Inc.
Motion to Approve: Jim Bachrach; Second by Elizabeth Milliken. Motion carries.
8. Review, Discussion and Decision for replacement of 6 Ft Privacy Fence destroyed by Hurricane Michael **(Historic District) (R-1) @ 139 Ave. I** Block 149 Lot 1. For – Stephnia Turrell – Owner; Contractor: Self.
Motion to Approve: Jim Bachrach; Second by Joe Taylor. Motion carries.
9. Review, Discussion and Decision for 6 Ft Privacy Fence **(Historic District) (R-4) @ 201 12th St.** Block 151, Lot 10. For – Michael Friedman – Owner; Contractor: Self.
Owner not present, no representation. Discussion held on it being a corner lot and 6 ft fence going all the way to front corner of porch.
10. Review, Discussion and Decision for After the Fact gravel driveway **(Historic District) (R-1) @ 76 Ave. G** Block 18 NW ½ of Lot 6 and 7. For – George McChesney – Owner; Contractor: Self. **(Tabled March 9, 2020 pending engineered stormwater analysis brought back to P&Z, Tabled May 11th, 2020 lack of representation)**

Other/New Business:

Kristy Banks, City Council

CITY OF APALACHICOLA
PLANNING & ZONING BOARD
REGULAR MEETING
MONDAY, July 13th, 2020
Community Center/ City Hall -1 Bay Avenue
Agenda

Regular Meeting – 6:00 P.M.

1. Approval of June 8th, 2020 regular meeting minutes.
Motion to approve: Jim Backrach; 2nd by Constance Peck. Motion Carries.

2. Review, Discussion and Decision for Tree Removal of 1 live oak and 2 water oaks
(Historic District) (R-1) @ 140 Ave. C Block 47, NE ½ Lots 4 and 5. For – Charles Hinson –
Owner; Contractor: Trent Wheeler.
Withdrawn by Mr. Hinson

3. Review, Discussion and Decision for Carport and concrete driveway **(R-3) @ 454
23rd Ave.** Block 215, Lot(s) 1-3. For – Alma Pugh – Owner; Contractor: Tubular
Building Systems, LLC.
**Motion to approve carport only: Jim Backrack; 2nd by Constance Peck.
Motion carries.**

4. Review, Discussion and Decision for After-the-Fact Tree Removal of 4 Pecan, 1
sycamore and 1 Water Oak **(Historic District) (R-1) @ 139 9th St.** Block 68, Lot 6.
For – Alfred Goosby – Owner; Contractor: Unknown.
**Board discussion of consequences/penalty/current ordinance. Motion to
move item to City Administration: Jim Backrach; 2nd by Constance Peck;
Opposed: Uta Hardy. Motion carries.**

5. Review, Discussion and Decision for Tree Removal of 1 Longleaf Pine **(R-2) @ 211
13th St.** Block 146, Lot 7. For – Leon O’Neal, Sr. – Owner; Contractor: Richard
Zingarelli.
Motion to approve: Jim Backrach; 2nd by Constance Peck. Motion Carries.

6. Review, Discussion and Decision for Demo of Building **(Historic District) (O/R) @
150 10th Street (old Love Center)** Block 73 all of Lots 2-8 and parts of Lots 1, 9, 10
and more. For – Woodville Properties – Owner; Contractor: Jimmie Crowder
Excavating and Land Clearing, Inc.
**Representation by Sheriff AJ Smith. Motion to approve: Jim Backrach;
2nd by Uta Hardy. Motion Carries.**

7. Review, Discussion and Decision for Screen Porch Enclosure, Replace 28 ft of
Fencing and Enclose Tin Shed **(R-1) @ 246 Dr. Fredrick S. Humphries St. (7th St.)**
Block 173, Lot 1. For –David & Christy Cerrato – Owner; Contractor: Self.

CITY OF APALACHICOLA
PLANNING & ZONING BOARD
REGULAR MEETING
MONDAY, August 10th, 2020
Community Center/ City Hall -1 Bay Avenue
Agenda

Meeting Attendance at Community Center for Workshop & Regular Meeting:

Al Ingle-Chair, Uta Hardy- Co-Chair, Jim Bachrach, Elizabeth Milliken, Constance Peck, Joe Taylor, Kristy Banks-City Attorney, Tammy Owens-P&Z/Bldg.Dept Manager, David Meyer-Audio Tech.

Sign Workshop – 5pm: CVS Lighted Sign

Discussion introduced by Al Ingle: Low Intensity Halo around Letters; Possibly refer to city commission for variance allowing newer lighting technology? Cumulative sign square footage exceeds 24sf limit. Will have to allow all if allow this one. Would require exception for outward halo projection. Buy Rite was not allowed lighted signage- would not be fair to allow CVS. Piggly Wiggly has lighted sign - Enforcement issue. May need to address noncompliance letters. Halo Sign Light rejected due to noncompliance with lighting and size ordinances. Possibly CVS should consult with Historic Preservation Architect?

Meeting Adjourned-Al Ingle

Regular Meeting – 6pm

1. Approval of July 13th, 2020 regular meeting minutes.

Motion to approve: Jim Bachrach; 2nd by Constance Peck. Motion Carries.

2. Review, Discussion and Decision for Construction of New Single Family Residence, **(Historic District) (C-2) @ Corner 8th St & Ave K.** Block 167, NE1/2 Lot 5. For Harold Knowles–Owner; Contractor: TBD

Owner/Representative unable to get through on phone line. Discussion: Owner may consider going to BOA for rear 25' setback variance for 50' deep lot.

Motion for more information regarding rear setback: Jim Bachrach; 2nd Constance Peck. Motion carries.

3. Review, Discussion and Decision for Tree Removal of 1 Large Cedar **(Historic District) (R-1) @ 35 8th St.** Block 28, Lot 7. For – Shannon Nixon – Owner; Contractor: TBD.

Motion to approve: Constance Peck; 2nd by Jim Bachrach. Motion carries.

4. Review, Discussion and Decision for Removal of Trees & Fill Ditch **(Historic District) (R-1) @ 132 7th St.** Block 65, Lot 3. For – Edward/Jill Michaels – Owner; Contractor: TBD.

CITY OF APALACHICOLA
PLANNING & ZONING BOARD
REGULAR MEETING
MONDAY, August 10th, 2020
Community Center/ City Hall -1 Bay Avenue
Agenda

Motion to refer trees to Code Enforcement Officer: Jim Bachrach; 2nd by Constance Peck. Motion carries.

Al Ingle-regarding filling ditch: matter will have to go to city for culvert sizing/engineering and payment by owner.

5. Review, Discussion and Decision for 6' Privacy Fence Panels (R-2) @ 10 Shadow Lane. Block 3, ½ Lot 5 all 6. For – Denise Buff. – Owner; Contractor: Owner.

No owner/representative. No site plan.

Motion to table: Jim Bachrach; 2nd by Joe Taylor. Motion Carries.

6. Review, Discussion and Decision for 5' Fence (R-2) @ 371 21st Ave. Block 216 Lots 3&4. For – John W. Swan – Owner; Contractor: Owner.

Motion to approve as long as does not exceed front: Jim Bachrach; 2nd by Joe Taylor. Motion carries.

7. Review, Discussion and Decision for 12'x24' Shed, (Historic District) R-1 @ 240 10th St. Block 155, Lot 5. For –Earnest Speir – Owner; Contractor: Bestway Portable Buildings.

No owner/representative present. Cannot read site plan.

Motion to table: Jim Bachrach; 2nd by Joe Taylor. Motion carries.

8. Review, Discussion and Decision for Roof Line Extension & Corner Addition (Historic District) (R-1) @100 Ave.D. Block 29, ½ Lot 6. For Sabrina/Kai Fornes-Owner; Contractor: Owner.

Motion to approve: Constance Peck; 2nd by Joe Taylor. 1 opposed: Uta Hardy. Motion carries.

9. Review, Discussion and Decision for New Mobile Home (R-3) @ 448 23rd Ave. Block 215, Lot 8-11. For David Wilson-Owner; Contractor: Carl Connell.

Motion to approve: Constance Peck; 2nd by Jim Bachrach. Motion carries.

10. Review, Discussion and Decision for Fence Extension, (R-2) @ 244 11th St. Block 153, Lot 2. For –Ashley Floyd – Owner; Contractor: Dustin Bergan.

No owner/representative.

Motion to table: Jim Bachrach; 2nd by Constance Peck. Motion Carries.

11. Review, Discussion and Decision for Construction of New Single Family Residence, (Historic District) (C-1) @ 167 4th St. Block 5, Lot 7. For– Prospective Buyer & Melvin Stephens– Owner; Contractor: TBD.

CITY OF APALACHICOLA
PLANNING & ZONING BOARD
REGULAR MEETING
MONDAY, August 10th, 2020
Community Center/ City Hall -1 Bay Avenue
Agenda

Uta Hardy/Seller Representative: "Asking for Exception" to build single-family residence in C-1 zone.

Kristy Banks: Reads C-1 requirements; Nothing in C-1 ordinance allows for C-1 exception for Single-family use.

Jim Bachrach: "We do not have the authority to grant this special exception."

12. Review Discussion and Decision for Demo, Tree Removal & New Construction, **(Historic District) (C-1) @ 48 Ave. D.** Block 1, Lots 2&3; and Demo, Tree Removal, New Construction & Swimming Pool. **(Historic District) (C-1) @ 51 Ave C.** Block 1, Lots 6&7. For – Steven Etchen – Owner; Contractor: TBD.

Steven Etchen/George Coon: present plan.

Al Ingle: "Existing fence illegal, no permission from P&Z."

Owner to have drawings revised to comply with code requirements and return at a later date.

13. Review, Discussion and Decision for 70" Privacy Fence (in progress), **(R-2) @ 242 Prado.** Block 3, Lot 5. For- Cutler Edwards – Owner; Contractor: Owner. (color photo provided)

Motion to approve: Jim Bachrach; 2nd by Constance Peck. Motion carries.

14. Review, Discussion and Decision for Formal Complaint Regarding Fence, **(Historic District) (R-1) @ 45 8th St.** Block 29, Lot 8. For – Dr. Judith Rice-Owner.

Al Ingle: This matter is beyond P&Z criteria; will be referred to City Administration.

15. Other/New Business:

16. Outstanding/Unresolved Issues:

Al Ingle: P&Z members will send outstanding issues to Tammy Owens to generate chronological list of items to be addressed.

Motion to Adjourn: Jim Bachrach; 2nd by Constance Peck. Meeting Adjourned.

Chairman

**APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: Sept. 8, 2020**

SUBJECT: Battery Park Marina Committee Recommendations

AGENDA INFORMATION:

Agenda Location: Unfinished Business, Item A
Department: Administration
Presenter: Manager Wade, Jim Brown

BRIEF SUMMARY:

The Battery Park Marina Committee has come up with recommendations to update and improve operations.

FUNDING SOURCE: n/a

ATTACHMENTS: Grant FAQ here: <https://floridadep.gov/rcp/florida-resilient-coastlines-program/content/frcp-resilience-grants>

STAFF'S COMMENTS AND RECOMMENDATIONS:

Battery Park Committee Recommendations
Presented to the Apalachicola City Commission
September 8th 2020

Committee Members, Tom Gray, William Avery, Grayson Shepard, Jim Brown

General recommendations

1. Do not allow any additional live aboard boats in the marina and sunset the existing live aboard boats with a date certain that they have to depart the marina. **Motion by Shepard second by Avery all approved.**
2. Repair the outdoor opening restrooms in the Community Center building using Battery Park Marina funds and use ramp collection fees for restroom cleaning contract. **Motion by Shepard second by Avery all approved. Done**

Recommendations for marina rates

1. Restructure Slip Rates
 - a. Increase monthly slip rental fees to a base rate of \$100 and add \$5 per foot for every foot over 30'.
 - b. \$75 fee (increase from \$50) for non-Franklin Co registered boats. Boats registered in Franklin Co and are City of Apalachicola residents are exempt from this fee.
 - c. Utilities fee increase to \$25 from \$20. This fee is required if the vessel uses electricity.
 - d. Or water
 - e. Allow 10% discount for paying a year in advance.

Motion by Shepard second by Avery, all approved

Note: There was no change to the \$200 livaboard fee

2. Amend boat ramp rates

Add an annual launch fee of \$25 (or \$5 per launch) for Franklin County registered not for hire vessels (this includes recreational and commercial), a \$75 fee for Franklin County for hire vessels, (or \$5 per launch) for boats that are registered in Franklin Co. and allow for an annual launch fee for out of County registered boats of \$125 or \$10 per launch
New fees effective January 1st, 2021

Motion by Avery second by Gray, all approved

Recommendations for fixed capital outlay projects for 20/21FY

1. Repair the north side bulkhead, adjacent to the boat ramp, and add boarding dock.
2. Add fish cleaning table and water to boardwalk on river side.
3. Add a fish hanging board on the boardwalk with "Apalachicola" on the board for photos.
4. Work with engineer on parking recommendations
5. Add walkways and parking barriers along shore side slips to protect existing seawall from damage and provide safe walking area
6. Assess condition of all docks and slips and identify apparent safety issues and repair
7. Repair boarding docks at ramp.
8. Repair damaged slips and electric connections.
9. Add electronic boat ramp/camper collection station in high ground location and out of vehicle traffic. Remove old collections stations.

Motion by Shepard second by Avery, all approved

APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: Sept. 8, 2020

SUBJECT: Historic Apalachicola Foundation

AGENDA INFORMATION:

Agenda Location: Unfinished Business, Item B
Department: Administration
Presenter: Mayor Begos

BRIEF SUMMARY:

The Historic Apalachicola Foundation has claimed a leading role in addressing City Planning and Zoning issues. However, the IRS rescinded the Foundation's non-profit status in 2018, for failure to file tax returns. The City has asked Historic Apalachicola Foundation's attorney for an explanation, but has received no response.

In 2016 the Foundation received approximately \$340,000 for sale of the 5th Street Apalachicola Museum of Art. The Foundation does not appear to have filed any required non-profit tax returns since 2014.

FUNDING SOURCE: n/a

ATTACHMENTS: IRS Auto-Revocation Notice for the Foundation.

STAFF'S COMMENTS AND RECOMMENDATIONS:

[Help](#) | [News](#)

Language

[Charities & Nonprofits](#)[Tax Pros](#)[File](#)[Pay](#)[Refunds](#)[Credits & Deductions](#)[Forms & Instructions](#)[Home](#) > [Tax Exempt Organization Search](#) > [Historic Apalachicola Foundation Inc](#)[< Back to Search Results](#)

Historic Apalachicola Foundation Inc

EIN: 59-3009896 | Apalachicola, FL, United States

Auto-Revocation List

Organizations whose federal tax exempt status was automatically revoked for not filing a Form 990-series return or notice for three consecutive years. Important note: Just because an organization appears on this list, it does not mean the organization is currently revoked, as they may have been reinstated.

Exemption Type: [501\(c\)\(3\)](#)**Exemption Reinstatement Date:****Revocation Date:** 05-15-2018**Revocation Posting Date:** 08-13-2018

Form 990-N (e-Postcard)

Organizations who have filed a 990-N (e-Postcard) annual electronic notice. Most small organizations that receive less than \$50,000 fall into this category.

[> Tax Year 2014 Form 990-N \(e-Postcard\)](#)[> Tax Year 2011 Form 990-N \(e-Postcard\)](#)[> Tax Year 2009 Form 990-N \(e-Postcard\)](#)

**APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION**

Meeting Date: Sept. 8, 2020

SUBJECT: Amendment to Resolution No. 2015-16, Regarding Historic Squares

AGENDA INFORMATION:

Agenda Location: Unfinished Business, Item C

Department: Administration

Presenter: Manager Wade

BRIEF SUMMARY:

Resolution 2015-16 prevented the City from making improvements to the old library building or allowing it to be rented or leased. Staff believes that wording is too restrictive and the Resolution should be amended by striking the following passage:

~~2. Make no commitment to any person, group or entity with respect to any long term lease, rental, or improvements to or of the to be vacated library building pending further planning and consideration of the restoration of Gorrie Square.~~

The revised Resolution would still allow the City to seek finding for Gorrie Square preservation or restoration.

FUNDING SOURCE: n/a

ATTACHMENTS: Copy of Resolution 2015-16

STAFF'S COMMENTS AND RECOMMENDATIONS:

Support

**CITY OF APALACHICOLA
RESOLUTION NO. 2015-16**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF APALACHICOLA, FLORIDA REGARDING THE RESTORATION AND PRESERVATION OF GORRIE SQUARE

WHEREAS, the original plat for the City of Apalachicola adopted in 1830 established a large central square and five smaller squares; and

WHEREAS, the City was the subject of a landmark 1975 study by Apalachicola native and architect Willoughby Marshall titled Apalachicola: Economic Development Through Historic Preservation that advocated historic preservation and planning based on use of the City's historic and natural assets, and which resulted in the City achieving designation on the National Register of Historic Places in 1980 of its Historic District, and, **WHEREAS** the City adopted many elements of the Marshall study in its Land Development Code (LDC) and in its Comprehensive Plan and amended the LDC in 2013 to include a Future Land Use Element which states as its Goals and Objectives:

- Restore its historic public squares
- Develop specific development standards for the City's historic squares
- Deny permitting for new buildings to be built on City-owned Historic City Squares
- Prioritize historic city square preservation, design and planning in seeking grants; and

WHEREAS, City Ordinance 2013-1 approved November 3, 2013 included portions of the 2008 Riverway Report prepared by the Fanning Institute of the University of Georgia that recommended restoring the squares "creating a true square" modeled on those designed by James D. Oglethorpe in Savannah, Georgia, maximizing open space, and returning Gorrie Square to its original size, configuration and purpose as passive recreation for the enjoyment of citizens and which emphasizes Apalachicola as a heritage tourism destination; and

WHEREAS, the City is presented with a timely opportunity to implement these goals given the imminent relocation of the City Library.

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

1. Preserve the option to obtain funding whether from public or private sources or both, and upon approval by the City Commission, undertake the preservation and restoration of Gorrie Square so that the public benefits enumerated in this Resolution may be achieved and the restoration of Gorrie Square may become a model for the restoration of other City Squares as planning and funding permit.
2. Make no commitment to any person, group or entity with respect to any long-term lease, rental, or improvements to or of the to-be-vacated library building pending further planning and consideration of the restoration of Gorrie Square.

ADOPTED BY THE CITY COMMISSION OF THE CITY OF APALACHICOLA THIS 8th DAY OF December, 2015.

**FOR THE CITY COMMISSION OF THE
CITY OF APALACHICOLA**



VAN W. JOHNSON, SR., MAYOR

ATTEST:

Lee H. Mathes
LEE H. MATHES, CITY CLERK

APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: Sept. 8, 2020

SUBJECT: DEP Resilience Grants

AGENDA INFORMATION:

Agenda Location: Unfinished Business, Item D
Department: Administration
Presenter: Manager Wade, Mayor Begos

BRIEF SUMMARY:

Cindy Clark has asked the City to approve a roughly \$500,000 grant for permeable parking along Commerce Street, past the Bowery. Grant deadline is Oct. 9.

However, that same grant would allow the City to apply for previous parking at Battery Park Marina; or innovative stormwater management across the City.

The City Manager and Mayor feel the City should strongly consider Stormwater or Battery Park permeable parking improvements, instead of the Commerce Street project.

FUNDING SOURCE: n/a

ATTACHMENTS: Grant FAQ here: <https://floridadep.gov/rcp/florida-resilient-coastlines-program/content/frcp-resilience-grants>

STAFF'S COMMENTS AND RECOMMENDATIONS:

APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: Sept. 8, 2020

SUBJECT: CRA Chair and Co-Chair

AGENDA INFORMATION:

Agenda Location: New Business, Item A
Department: Administration
Presenter: Mayor Begos

BRIEF SUMMARY:

The CRA recommends that Commissioner Ash be named as CRA Chair. CRA members are seeking a citizen representative to be CRA Co-Chair.

FUNDING SOURCE: n/a

ATTACHMENTS:

STAFF'S COMMENTS AND RECOMMENDATIONS:

n/a

**APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION**

Meeting Date: Sept. 8, 2020

SUBJECT: CRA Debt Repayment Plan

AGENDA INFORMATION:

Agenda Location: New Business, Item B

Department: Administration

Presenter: Leo Bebeau

BRIEF SUMMARY:

The City owes its CRA \$151,162, because of past years when payments were not made. Recommendation is for the City to pay off that debt in two (2) equal payments of \$75,581; one to be made in FY 2019/20 and one in FY 2020/21.

Staff and legal counsel feel that the formal repayment plan will satisfy concerns of state regulators.

FUNDING SOURCE: General Fund

ATTACHMENTS: Draft Resolution

STAFF'S COMMENTS AND RECOMMENDATIONS:

Support

RESOLUTION- 2020-12

WHEREAS, the City of Apalachicola failed to properly fund its own Community Redevelopment Agency starting in 2015, and;

WHEREAS, Florida Statutes require that debt to be repaid, and;

WHEREAS, failure to have a formal plan to repay the debt creates problems with yearly Audit reports and state regulators,

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

The City's Community Redevelopment Agency debt shall be fully repaid in two equal payments of \$75,581; one to be made in FY 2019/20 and one in FY 2020/21; both using funds from the General Revenue account.

INTRODUCED and adopted this 8th day of September, 2020.

FOR THE CITY COMMISSION OF THE CITY
OF APALACHICOLA, FLORIDA

Kevin Begos, Mayor

ATTEST:

Deborah Guillotte, City Clerk