

**REGULAR MEETING  
CITY COMMISSION  
CITY OF APALACHICOLA, FLORIDA  
Tuesday, February 2, 2021 – 6:00 PM  
APALACHICOLA COMMUNITY CENTER  
1 BAY AVENUE**

**AGENDA**

You are welcome to speak or comment on any matter under consideration by the Apalachicola Board of City Commissioners 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. Those wishing to speak concerning an item on the agenda shall complete a speaker card and give it to the City Clerk before the meeting starts.

**I. Call to Order**

- Invocation (Please rise and remain standing)
- Pledge of Allegiance

**II. Agenda Adoption**

**III. Mayor's and Commissioners Reports and Communications**

- A. CDBG-DR update
- B. Water system update

**IV. City Manager Communications**

- Special Meeting – Shade Meeting for Grieg Lawsuit – February 9, 2021, at 5:00 pm, Community Center
- Planning & Zoning – Alternate Member
- Citizen Memorials – Parks and Recreation Committee

**V. Attorney Kristy Branch Banks Communication**

- Resignation
- Draft Ordinance - Encroachment

**VI. Finance Director Leo Bebeau Communications**

**VII. Presentations:**

- A. Sandra Brooke – Apalachicola Bay Systems Initiative update
- B. Elinor Mount-Simmons – Adopt-A-Park

**VIII. Public Comment**

The public is invited to speak on any agenda, non-agenda and/or consent agenda topics. Comments should be less than “five” minutes.

*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.*

**IX. Unfinished Business**

- A. 10<sup>th</sup> St. Properties Sale
- B. Old Library Potential Lease

**X. New Business**

- A. City Engineering Services
- B. City Attorney selection process

**XI. Consent Agenda**

- Meeting Minutes Adoption: January 5, 2021 Regular Meeting; January 19, 2021 Special Meeting (4pm); January 19, 2021 Special Meeting (5pm) Special Meeting Minutes
- Planning & Zoning Minutes – January 11, 2021

**XII. Department Reports**

**XIII. Adjournment**

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

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

**SUBJECT:** Encroachment Agreements & Ordinance

**AGENDA INFORMATION:**

**Agenda Location:** Attorney Kristy Banks Communications  
**Presenter:** Kristy Banks, City Attorney

**BRIEF SUMMARY:** Preliminary Draft of Ordinance to establish permissible encroachments into City Right-of-Way.

**RECOMMENDED MOTION AND REQUESTED ACTIONS:** Initiate discussion on items desirable to be included as options available for encroachments into the City Right-of-Way.

**FUNDING SOURCE:** NA

**STAFF'S COMMENTS AND RECOMMENDATIONS:** None at this time, merely initiating discussion for future consideration on the topic.

CITY OF APALACHICOLA  
ORDINANCE 2021-01

AN ORDINANCE AMENDING CODE OF ORDINANCES CITY OF APALACHICOLA FLORIDA REVISING PART II - CODE, SUBPART B - LAND DEVELOPMENT CODE, CHAPTER 111 - LAND USE, ARTICLE III - ZONING, DIVISION 2 ZONING DISTRICTS, ADDING SEC. 111-251 RELATING TO PROJECTIONS INTO SETBACK AREAS WITHIN THE FOLLOWING ZONES: R-1 SINGLE FAMILY RESIDENTIAL, R-2 MULTI-FAMILY RESIDENTIAL, R-3 MOBILE HOME RESIDENTIAL, R-4 MIXED USE RESIDENTIAL, O/R OFFICE RESIDENTIAL, C-1 GENERAL COMMERCIAL, C-2 NEIGHBORHOOD COMMERCIAL, C-3 HIGHWAY COMMERCIAL, C-4 RIVERFRONT COMMERCIAL, RF RIVERFRONT, AND R/C RESEARCH CONSERVATION; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, under the current rules and regulation of the Land Development Code, the City Commission deems it necessary and important to update the Land Development Code (hereinafter, "LDC") to make provision for allowable projections within the setback areas : and,

WHEREAS, after public workshops and obtaining citizen input, the Apalachicola Planning and Zoning Board and the Apalachicola City Commission deems it necessary to revise the above referenced ordinance.

NOW THEREFORE BE IT ENACTED BY THE PEOPLE OF THE CITY OF APALACHICOLA, FLORIDA, THE FOLLOWING REVISIONS RELATING TO THE ABOVE REFERENCED ORDINANCE.

CODE OF ORDINANCES CITY OF APALACHICOLA FLORIDA

PART II - CODE

SUBPART B - LAND DEVELOPMENT CODE

CHAPTER III - LAND USE

ARTICLE III - ZONING

DIVISION 2 ZONING DISTRICTS

Addition of new Sec. 111-251. PROJECTIONS INTO SET BACK AREAS

A. Planting of vegetation in Set Back Areas:

- (1) No trees may be planted within any utility easement unless approved by the City and the owner of the easement. Nothing in this section shall be construed to prohibit the planting of low-growth Landscaping in the Set Back Areas. Landscaping within the Set Back Areas is subject to removal by the City without notice in the event that the Landscaping impedes access to Easement and/or Set Back Areas. The City shall not be responsible for damage to Landscaping removed from within an Easement or Set Back Area.
- (2) Prior to planting of low-growth Landscaping in Easement or Set Back Areas, a Landscaping plan shall be provided to the City for review.
- (3) Prior to planting of low-growth Landscaping in Easement or Set Back Areas, the Owner shall execute a Permission for Removal, Release and Indemnification Agreement, in a form acceptable to the City, pertaining to low-growth Landscaping in Easement or Set Back Areas.

B. Pervious parking, driveway and pathways:

- (1) Pervious parking, driveway and pathways may be installed within no greater than \_\_\_ percent of the Set Back Area and is subject to removal by the City without notice in the event that the City requires access to the area.
  - (2) Prior to installing pervious parking, driveway and pathways in Easement or Set Back Areas, a site improvement plan shall be provided to the City for review.
  - (3) Prior to installing a pervious parking, driveway or pathway in the Set Back Area, the Owner shall execute a Permission for Removal, Release and Indemnification Agreement, in for acceptable to the City, pertaining to pervious parking, driveway and pathways in Easement or Set Back Areas.
- C. Architectural features: No main walls of any Building shall encroach on the Set Back areas, but architectural features such as canopies, bay windows, gutters, pilasters, cantilever slab projections (open balconies), cornices, eaves and similar features may project into the side and rear Set Backs subject to the following:
- (1) Balconies and other ornamental architectural features above the first story may be extended not more than four feet into the Set Back and there shall be not less than ten feet of clear headroom under the lowest such projection.
  - (2) A cantilevered slab projection may project over a driveway towards one vehicular right-of-way provided that the projection extends no more than five feet into a Set Back; no part of the projection is closer than \_\_\_ feet to any platted lot lines adjacent to any vehicular right-of-way; and architectural features or supporting structures such as columns or poles are not placed under the portion of the projection that extends into the setback.
- D. Terraces: Open terraces projecting into front and side Set Backs shall not exceed, in height, three feet six inches above the grade of the center of the street.
- E. Mechanical equipment: Mechanical equipment shall not be placed in required Set Backs.
- F. Balconies: Balconies located on the front or rear façade may not extend more than three feet into the Set Back. Balconies located on a side façade may not extend beyond the face of the exterior wall of the building from which they project. Balconies must be accessed from the interior of the building from which they project. Balconies facing a lot line abutting another residential property may also be accessed from an exterior staircase, provided the staircase does not encroach in any Set Back.

This Ordinance was read and adopted on \_\_\_\_\_. Motion to adopt Ordinance made by Commissioner \_\_\_\_\_, second by Commissioner \_\_\_\_\_.

Voting AYE:

Voting NAY:

ATTEST:

FOR THE CITY COMMISSION OF THE  
CITY OF APALACHICOLA

\_\_\_\_\_  
Kevin Begos, Mayor

\_\_\_\_\_  
Deborah Guillotte, City Clerk

**THIS INSTRUMENT PREPARED BY:**

**Kristy Branch Banks**  
**Attorney for City of Apalachicola**  
**171 US Hwy 98 W, Suite A**  
**Eastpoint, FL 32328**  
**(850) 670-1255**

**ENCROACHMENT ONTO EASEMENT AGREEMENT**

THIS ENCROACHMENT AGREEMENT, "Agreement", made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between **CITY OF APALACHICOLA**, a Florida municipal corporation, whose address is 192 Coach Wagoner Blvd., Apalachicola, FL 32320, (hereinafter referred to as "**CITY**"), and \_\_\_\_\_, whose mailing address is \_\_\_\_\_, (hereinafter referred to as "**OWNER**").

**RECITALS:**

WHEREAS, **OWNER** is the owner of certain real property located within the corporate limits of the City of Apalachicola, Florida, located at \_\_\_\_\_, Apalachicola, FL 32320, and more particularly described as:

**LOT \_\_, BLOCK \_\_, CITY OF APALACHICOLA AS PER THE MAP OR PLAT THEREOF IN  
COMMON USE RECORDED IN THE OFFICIAL PUBLIC RECORDS OF FRANKLN COUNTY  
FLORIDA.**

(the "**OWNER's** Property"); and

WHEREAS, a \_\_\_\_ story residence, "Residence", is located on **OWNER's** Property, which currently encroaches \_\_\_\_ feet into the platted Utility Easement that bounds the **OWNER's** Property along the south property line; and

WHEREAS, **OWNER** desires to maintain that portion of the Residence that encroaches, "Encroachment", into the Easement; and

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties hereto, the parties agree as follows:

1. Recitals. The foregoing Recitals are true and correct and incorporated into the substantive body of this Agreement.
2. Encroachment. The **CITY** hereby grants permission for the continued location of the Encroachment in the Easement, strictly limited to the area of the Encroachment described and shown in **Exhibit "A"**.
3. Release. **OWNER** hereby releases the **CITY**, its representatives, employees and elected officials from any and all damages, claims, or liability, with respect to the Residence that may arise due to the **CITY's** use of the Easement or operation and maintenance of infrastructure within the Easement.
4. Priority of City's Property. Neither the Residence nor the Encroachment shall be altered or maintained in such a manner so as to interfere, in any way, with the **CITY's** operation or maintenance of the Easement or any public or general improvements located thereon.
5. Maintenance. In consideration for the **CITY's** consent to locate the Encroachment within the Easement, as described herein, the **OWNER** agrees, at its sole cost and expense, to install, maintain, repair and

operate the Encroachment, consistent with reasonable engineering standards and all applicable laws, codes, and regulations.

6. No Waiver/No Vesting. This Agreement does not constitute a waiver of the **CITY's** regulatory authority and the **OWNER's** Property remains subject to all applicable laws, rules, codes and regulations. This Agreement does not operate to vest any interest or right whatsoever.
7. Insurance. **OWNER** shall possess and maintain, at all times during construction, operation and maintenance of the Encroachment, general homeowner's liability insurance to protect the **CITY** from any liability, claims, damages, losses or expenses arising from or out of or in any way connected with construction, operation or maintenance of the Encroachment within the Easement. **CITY** shall be named as an additional insured on the liability policy and **CITY** may request proof of such insurance at any time.
8. Contingency. This Agreement is contingent upon the Residence having been completed consistent with the permits and any applicable laws, rules or regulations. Furthermore, **OWNER** acknowledges that nothing in this Agreement impacts the rights of other utility providers that may be located in the Utility Easement now or in the future.
9. Indemnification. The **OWNER** agrees that it shall indemnify, hold harmless and defend the **CITY**, its representatives, employees and elected and appointed officials from and against all claims, damages, loss and expenses of any sort including reasonable attorney's fees and costs including appeals, arising out of or resulting from construction, operation and maintenance of the Encroachment or Residence.
10. Representatives Bound Hereby. This Agreement shall be recorded and shall be binding upon the successors, heirs, executors, administrators, representatives, or assigns of the **OWNER**, and upon all persons acquiring an interest thereunder and shall be a restrictive covenant running with the **OWNER's** Property.
11. Recording. The **OWNER** will record this Agreement, at its expense, in the Public Records of Franklin County, Florida, where it shall encumber the **OWNER's** Property. This restriction shall remain in effect until modified by the **CITY**.
12. Controlling Laws.
  - a. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations and policies of the **CITY** now in effect and those hereinafter adopted.
  - b. The location for settlement of any and all claims, controversies, disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be in Franklin County, Florida.
  - c. The parties to this Agreement agree to comply with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to the utilization of the property under this Agreement.
13. Miscellaneous.
  - a. This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings, and agreements. Any amendments to or waivers of the provisions herein shall be made by the parties

in writing. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.

- b. If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining portions hereto.
14. Legal Counsel. **OWNER** acknowledges that it has had ample opportunity to seek and consult with independent legal counsel prior to executing this Agreement, and that **OWNER** represents and warrants that it has sought such independent legal advice and counsel.
15. Attorney's Fees. **OWNER** agrees that it shall be liable for reasonable attorney's fees incurred by **CITY**, if **CITY** is required to take any actions, through litigation or otherwise, to enforce this Agreement.
16. Negotiation. The parties to this Agreement acknowledge that all terms of this Agreement were negotiated at arm's length and that this Agreement and all documents executed in connection herewith were prepared and executed without undue influence exerted by any party or on any party. Further, this Agreement was drafted jointly by all parties, and no parties are entitled to the benefit of any rules of construction with respect to the interpretation of any terms, conditions or provisions of this Agreement in favor of or against any person or party who drafted this Agreement.
17. Termination of License and Removal of Encroachment. Upon the default by **OWNER** under the terms of this Agreement, the **CITY** retains the right to immediately revoke this License by notifying the **OWNER** in writing at the address listed in the initial paragraph of this Agreement. **OWNER** shall remove the Encroachment, and any and all improvements, from the Easement within thirty (30) days of the date of the written notice to **OWNER**. If the **OWNER** fails to remove the \_\_\_\_\_ family residence from the Easement within the above-described timeframe, the **CITY** may remove same and charge the cost of removal to the **OWNER**. Should the **OWNER** fail to pay the costs of **CITY's** removal of the improvements and attendant encroachments with thirty (30) days of the **CITY's** request, the **CITY** may file a lien against the **OWNER's** Property to accrue interest at the statutory rate and enforced as prescribed by law.
18. License. This Agreement constitutes a License and does not rise to the level of a real property interest in the Easement.
19. Effective Date. The effective date of this Agreement is the date of its execution by the last person to execute it.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

ATTEST: **CITY OF APALACHICOLA,**  
FLORIDA, a municipal corporation,  
organized and existing under the laws of the  
State of Florida

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Attest: City Clerk

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

SIGNED IN THE PRESENCE OF TWO WITNESSES:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF FRANKLIN

The foregoing was acknowledged before me this \_\_ day of \_\_\_\_\_, 2021 by \_\_\_\_\_, Mayor and \_\_\_\_\_, City Clerk, who ARE personally known to me who did (did not) take an oath.

\_\_\_\_\_  
NOTARY PUBLIC  
MY Commission Expires: \_\_\_\_\_

SIGNED IN THE PRESENCE OF TWO  
WITNESSES:

**OWNER:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Sign: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF FRANKLIN

The foregoing instrument was acknowledged before me this \_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, who  is personally known to me or  who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY

For the use and reliance of the City of Apalachicola, Florida, only, \_\_\_\_\_ 2021, by \_\_\_\_\_, City Attorney for the City of Apalachicola.

THIS INSTRUMENT PREPARED BY:  
Kristy Branch Banks  
Attorney for City of Apalachicola  
171 US Hwy 98 W, Suite A  
Eastpoint, FL 32328  
(850) 670-1255

### RIGHT-OF-WAY ENCROACHMENT AGREEMENT

THIS AGREEMENT, is made and entered into this \_\_ day of \_\_\_\_\_, 2021, by and between \_\_\_\_\_, (hereinafter referred to as "**OWNER**"), whose mailing address is \_\_\_\_\_, and the **CITY OF APALACHICOLA**, a Florida municipal corporation, whose address is 192 Coach Wagoner Blvd., Apalachicola, FL 32320, (hereinafter referred to as "**CITY**").

#### RECITALS:

WHEREAS, **OWNER** is the owner of certain real property located at \_\_\_\_\_, Apalachicola, FL 32320, and more particularly described as follows:

**LOT \_\_, BLOCK \_\_, CITY OF APALACHICOLA AS PER THE MAP OR PLAT THEREOF FIN COMMON USE RECORDED IN THE OFFICIAL PUBLIC RECORDS OF FRANKLIN COUNTY FLORIDA**

WHEREAS, the **OWNER** Property is located adjacent to certain **CITY** right-of-way located at \_\_\_\_\_, Apalachicola, Florida 32804, and more particularly described as follows:

\_\_\_\_\_, Apalachicola, Franklin County, Florida (the "Right-of-Way"); and

WHEREAS, **OWNER** desires to install and maintain landscaping upon the Right-of-Way; and

WHEREAS, the **CITY** will permit the installation and location of the landscaping upon the Right-of-Way provided that **OWNER** agrees to maintain the Right-of-Way; and

WHEREAS, **OWNER** is required to enter into this Agreement in order to allow the landscaping to encroach into the Right-of-Way in compliance with Section \_\_\_\_\_ of the **CITY's** Land Development Code.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Preamble Incorporated. The foregoing recitals are true and correct and are incorporated herein as part of this Agreement.
2. Encroachment. The **CITY** hereby grants permission for **OWNER** to install and maintain landscaping upon the Right-of-Way, as shown on Exhibit A attached hereto and incorporated herein, by reference ("Landscaping"). If **OWNER's** installation of the Landscaping or use of the Right-Of-Way damages or interferes with any of the **CITY's** existing utilities located within the Right of Way, then **OWNER** shall reimburse the **CITY** for the cost of repairing such damage or interference. The Landscaping shall comply with the requirements of the City's Land Development Code.
3. Reservation of Rights. The **CITY** reserves the right to utilize and enter the Right-of-Way for the location, installation, maintenance, and repair of any utilities located or to be located upon and under the Right-of-Way.

4. Submittals by OWNER. Prior to the installation of the Landscaping, **OWNER** shall submit two (2) sets of plans to the **CITY**. The plans, including the type, height and location of the Landscaping in the Right-of-Way, shall be reviewed and approved in writing by the **CITY** prior to installation. Prior to the installation of the Fence, **OWNER** shall submit two (2) sets of plans to the **CITY**. The plans, including the type, height and location of the Fence in the Rightof-Way, shall be reviewed and approved in writing by the **CITY** prior to installation.
5. Existing Utilities. The location, installation, maintenance and repair of the Landscaping shall not interfere with any existing utilities located within, upon or under the Right-of-Way.
6. Maintenance and Repair. **OWNER** shall maintain the Landscaping, Fence and Rightof-Way in good condition and repair during the term of this Agreement, including mowing, landscaping and general maintenance and repair.
7. Removal of Landscaping and Fence. The **CITY**, at its sole discretion, shall have the right to terminate this Agreement and require **OWNER** to remove the Landscaping (and Fence, if applicable), or any portion thereof at **OWNER**'s sole cost and expense. **OWNER** shall remove the Landscaping (and Fence, if applicable) and restore the Right-of-Way to its prior condition within thirty (30) days of **OWNER**'S receipt of written notice from the **CITY** for removal.
8. Indemnification. **OWNER** shall indemnify, hold harmless and defend the **CITY**, its representatives, employees and elected and appointed officials, from and against all claims, damages, loss and expenses of any sort, including reasonable attorney's fees and costs including appeals, arising out of or resulting from any tort, intentional action, negligent act or omission of **OWNER**, their tenants, agents, subcontractors, or anyone for whose act or acts any of them may be liable, relating to the encroachment of the Landscaping (and Fence, if applicable) into the Right-of-Way.
9. Recording. **OWNER** will record this Agreement, at its expense, in the Public Records of Orange County, Florida, where it shall be a covenant running with the land and encumber the Property.
10. Controlling Laws
  - a. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations, and policies of the **CITY** now in effect and those hereinafter adopted.
  - b. The location for settlement of any and all claims, controversies, disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be in Orange County, Florida.
  - c. **OWNER** shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to the installation, maintenance, and repair of the Landscaping in the Right-of-Way.
11. Entire Agreement. This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings, and agreements. Any Amendments to or waivers of the provisions herein shall be made by the parties in writing. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.
12. Severability. If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining portions hereto.

13. Legal Counsel. **OWNER** acknowledges that they have had ample opportunity to seek and consult with independent legal counsel prior to executing this Agreement, and **OWNER** represents and warrants that they have sought such independent legal advice and counsel or have knowingly and voluntarily waived such right.
  
14. Attorney's Fees. **OWNER** agrees that they shall be liable for reasonable attorney's fees incurred by **CITY**, if **CITY** is required to take any actions, through litigation or otherwise, to enforce this Agreement.
  
15. Negotiation. The parties to this Agreement acknowledge that all terms of this Agreement were negotiated at arms length and that this Agreement and all documents executed in connection herewith were prepared and executed without undue influence exerted by any party or on any party. Further, this Agreement was drafted jointly by all parties, and no parties are entitled to the benefit of any rules of construction with respect to the interpretation of any terms, conditions or provisions of this Agreement in favor of or against any person or party who drafted this Agreement.

***IN WITNESS WHEREOF***, the parties have executed this Right of Way Encroachment Agreement on the day and year first written above.

**Joseph F. OWNER**

Sign: \_\_\_\_\_

Witnesses:

Sign Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Sign Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

**STATE OF FLORIDA**  
**COUNTY OF FRANKLIN**

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2016, by Joseph F. OWNER, who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
 Notary Public  
 Commission Expires:

**SIGNATURES CONTINUED ON FOLLOWING PAGE  
CITY OF APALACHICOLA**

\_\_\_\_\_  
Kevin Begos, Mayor

Attest:

\_\_\_\_\_  
Deborah Guillotte, City Clerk

**STATE OF FLORIDA  
COUNTY OF FRANKLIN**

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_,  
20\_\_, by \_\_\_\_\_, and \_\_\_\_\_, to me known as the Mayor/ Pro Tem and City Clerk  
respectively, of the City of Apalachicola, who acknowledged before me that they executed the foregoing  
instrument for the purposes therein expressed, and that they were duly authorized to do so.

\_\_\_\_\_  
Notary Public  
Commission Expires:

APPROVED AS TO FORM AND LEGALITY  
for the use and reliance of the City of  
Apalachicola, Florida, only.

\_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
City Attorney  
Apalachicola, Florida

**Exhibit "A"**  
**(See attached sketch and aerial)**

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

**SUBJECT:** Apalachicola Bay Systems Initiative overview

**AGENDA INFORMATION:**

**Agenda Location:** New business  
**Presenter:** Commissioner Grove, Sandra Brooke

**BRIEF SUMMARY:**

Sandra Brooke, lead project manager for the Apalachicola Bay System Initiative (ABSI), will give a brief update on the project. Funded in part by the Triumph Gulf Coast Inc., ABSI seeks to gain insight into the root causes of decline of the bay's ecosystem and the deterioration of oyster reefs. Ultimately, the ABSI will develop a management and restoration plan for the oyster reefs and the health of the bay with the help of the community.

This will be accomplished by understanding the trajectory of change in physical structure and water flow over time, monitoring oyster recruitment and survival, and conducting laboratory and field experiments that inform predictive models of oyster productivity and ecosystem health. The ultimate outcome will be a plan – a treatment plan of action,– for the management and recovery of the oyster reefs and the health of the Bay. The plan will be developed in concert with the agencies responsible for the management and conservation of the region, the stakeholders whose lives are tied inextricably to these waters, and the natural and social scientists whose research will help inform the resulting policy decisions. The full plan can be seen [https://marinelab.fsu.edu/media/3323/69-fsucml\\_triumph\\_absi.pdf](https://marinelab.fsu.edu/media/3323/69-fsucml_triumph_absi.pdf)

**RECOMMENDED MOTION AND REQUESTED ACTIONS:**

No action requested

**FUNDING SOURCE:**

N/A

**ATTACHMENTS:**

**STAFF'S COMMENTS AND RECOMMENDATIONS:**

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

**SUBJECT:** Adopt-A-Park Program

**AGENDA INFORMATION:**

**Agenda Location:** Presentation, Item B

**Presenter:** Elinor Mount-Simons, Chair & Donna Ingle, Project Leader

**BRIEF SUMMARY:**

Draft presented of Adopt-A-Park Program, following up on request from commissioners.

**RECOMMENDED MOTION AND REQUESTED ACTIONS:**

Hopefully our proposal will be accepted and implemented.

**FUNDING SOURCE:** na

**ATTACHMENTS:** To follow

**STAFF'S COMMENTS AND RECOMMENDATIONS:**

# ADOPT-A-PARK PROGRAM

## CITY OF APALACHICOLA

Parks & Recreation Committee

The citizens of Apalachicola are encouraged to take part in making our parks more beautiful and functional through the new Adopt-A-Park program. Citizens, groups, churches and other organizations can demonstrate their pride in the community as they clean and beautify our city spaces. Community member's voluntary efforts will supplement the city's maintenance department, stretching tax dollars so that more can be accomplished.

### *Who Can Adopt-A-Park?*

Any civic-minded individual, group or organization can adopt a City park. Garden clubs, corporations, Scout groups, student organizations, social clubs, youth sports organizations, families, businesses, churches, and homeowner associations are just a few examples. Adult supervision must be provided for Adopt-A-Park volunteers less than 18 years of age. Specific guidelines outlined by the City will be followed in selection of the volunteers. City staff (*and/or the Parks & Recreation Committee*) will supervise the program. The term for adoption is one (1) year, renewable, if desired.

### *What Are The Responsibilities of an Adopting Organization?*

The adopters will commit to enhancing and maintaining the designated park through approved projects that will enhance the beauty of the park for a period of one year. Although needs at parks may differ, some of the activities the adopters agree to do will include:

- monitoring the park for safety conditions and vandalism
- pruning and clearing
- preparing and planting flower beds
- picking up trash
- weeding, raking playground and landscape areas
- sweeping shelters
- cleaning picnic tables
- mulching trees and shrubs

- trailblazing
- reporting vandalism and graffiti

Adopters may also assist with special projects such as

- graffiti cover up
- painting
- light landscaping

### *What is the cost to adopt a park?*

There is no charge to adopt a park; however the adopter may have some expenses for tools, trash bags and other items used in cleanup. These items will not be reimbursed by the City or the committee.

### *What is required to adopt a park?*

- Identify a park or trail you would like to adopt, as well as a second choice should your first choice not be available, and the type of project/activity you would like to do.
- Request and complete an application from the City of Apalachicola and return it to City Hall.
- After reviewing application, prospective adopters will be contacted by City staff (*or the city's Parks & Recreation Committee*) to discuss the adoption procedure.
- City Staff and/or City Parks & Recreation Committee members will work with the adopters to identify park needs.
- Once the "Adoption" is approved and the Adopt-A-Park agreement is signed, the requesting group can begin their service.
- All volunteers must sign a waiver release and service agreement prior to participation in the program.
- All projects must be coordinated with the City's Park & Recreation Committee.

### *What supplies are needed for park clean up?*

Adopters will provide their own supplies, such as trash bags, brooms, hand tools and what others supplies deemed necessary to complete the task. Cost for these items will not be reimbursed by the City or the committee.

### *Is there recognition for participating in the Adopt-A-Park program?*

We value all who volunteer to help in the community. In addition to a clean park and a sense of community spirit, adoptive groups will be recognized by the City of Apalachicola with a sign erected at the adopted park, at the City's expense, acknowledging the group's contribution and commitment to the program.

## *List of City of Apalachicola Parks*

1. Battery Park & Battery Park Annex (*area beside the Popham Building*)
2. Bayview Park (*Hwy 98 near IGA*)
3. Dog Park (*former high school baseball field @ 192 Coach Wagoner Blvd*)
4. Lafayette Park
5. Riverfront Park
6. Riverwalk Park
7. Franklin Square (*including 6<sup>th</sup> Street Park*)
8. Scipio Creek Marina (*around Mill Pond Pavilion*)
9. Madison Square (*including Skateboard Park*)
10. Splash Pad Park
11. Sylvester Williams Park
12. Commerce St & Avenue F (*“Allen Jones Park-Ford Motor Company”*)
13. Park on Bay Avenue (*opposite Buzzett home*)
14. Park opposite Gibson Hotel (*“Marks Park”*)
15. Bodiford Park (*between Gander’s Petroleum and Up the Creek Restaurant*)
16. Chapman Square (*including the 14<sup>th</sup> Street Tennis Courts*)
17. City Square (*including the Community Garden and the two SW & SE quadrants with SE by the Chestnut Cemetery*)
18. Gorrie Square (*including quadrant with old library building*)
19. Apalachicola River Ramble Trail and Boardwalk

**CITY OF APALACHICOLA VOLUNTEER RELEASE, WAIVER AND INDEMNIFICATION**

**AGREEMENT (ADULT) I, \_\_\_\_\_ for myself, my heirs and personal representatives, hereby assume all liabilities, risks, injuries and hazards to myself incidental to, or as a result of, participation in \_\_\_\_\_ (“activity”), including transportation to and from the said activity. I acknowledge the fact that this activity may have, and/or involve, distinct or inherent risks of physical injury or possibly even death, and physical contact or other conditions or factual circumstances where physical or other injuries may occur, due to the nature of the activity. I understand and agree that my voluntary participation in City of Apalachicola activities does not entitle me to any compensation or other employee benefits. I further understand that I am NOT an agent or employee of the City of Apalachicola and that I will not so represent myself to any person, government unit or corporate entity. I further understand and agree that I will be solely responsible for my actions while participating in volunteer activities. I do hereby waive, release and agree to indemnify and hold harmless the CITY OF APALACHICOLA, its officers, agents, and employees, for any claim, demand, liability, costs, suits, charges or compensation for loss or injury of any kind, including losses or injuries arising from the negligence of the CITY OF APALACHICOLA, its agents or employees and sponsors, or activity supervisors, arising from my participation in the said activity. I assume all risk of injury, liability, and loss arising from my participation or presence at said activity. I acknowledge that the CITY OF APALACHICOLA, will not assume any costs relating to any injury while I am involved in this activity, except for those benefits afforded volunteers in accordance with Florida Workers’ Compensation Law. This Waiver, Release and Hold Harmless/Indemnification Agreement is in consideration of the CITY OF APALACHICOLA, or activity sponsor permitting my participation in the activity and in further consideration of the CITY OF APALACHICOLA, not requiring self-funded liability insurance coverage on my part as a condition precedent to my participation in the activity. I freely and voluntarily assume all risk of loss or injury arising from my participation in the activity whether due to my negligence, or to the negligence or intentional acts of others. I acknowledge that, absent this Release and indemnification, the CITY OF APALACHICOLA, or other sponsors of the activity would not have offered me the access to the activity because of unacceptable exposure to civil liability claims, or the expense of providing a program that is risk-free. I have read and understood this document and sign it freely and knowingly, intending that it shall be fully operative and effective in all respects and that it waives legal rights to which I might otherwise be entitled if I am hurt or suffer loss during my participation in that activity. I understand that this release and indemnity agreement is continuing in nature and shall apply to all incidents that may occur during my participation in this activity for a period of one year from the date of my signature. YOU MUST CAREFULLY READ THIS DOCUMENT BEFORE SIGNING IT. YOU ARE WAIVING OR RELEASING VALUABLE LEGAL RIGHTS. YOU ARE ADVISED TO SEEK THE ADVICE OF AN ATTORNEY IF YOU DO NOT FULLY UNDERSTAND THIS DOCUMENT.**

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

Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Phone: \_\_\_\_\_ Emergency

Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

City Official: \_\_\_\_\_ Signature: \_\_\_\_\_

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

The City reserves the right to terminate a volunteer’s participation in this program at any time, without cause or prior notification.

**CITY OF APALACHICOLA VOLUNTEER RELEASE, WAIVER AND INDEMNIFICATION AGREEMENT (MINOR)** I, \_\_\_\_\_ for myself, my child/ward, my heirs and personal representatives, hereby assume all liabilities, risks, injuries and hazards to my child/ward, \_\_\_\_\_ (“child”), incidental to, or as a result of, participation in \_\_\_\_\_ (“activity”), including transportation to and from the said activity. I acknowledge the fact that this program may have, and/or involve, distinct or inherent risks of physical injury or possibly even death, and physical contact or other conditions or factual circumstances where physical or other injuries may occur, due to the nature of the activity. As legal guardian and/or natural parent of the above referenced child, I do hereby waive, release and agree to indemnify and hold harmless the CITY OF APALACHICOLA, its officers, agents, employees, the organizers, sponsors, activity supervisors, co-sponsoring organizations and participants for any claim, demand, liability, costs, suits, charges or compensation for loss or injury of any kind, including losses or injuries arising from the negligence of the CITY OF APALACHICOLA, its agents or employees and sponsors or activity supervisors, arising from my child’s participation in the said activity. I, as legal guardian and/or natural parent of the above referenced child, assume all risk of injury, liability, and loss arising from my child’s participation or presence at said activity. I acknowledge that the CITY OF APALACHICOLA will not assume any costs relating to any injury while my child is involved in this activity, except for those benefits afforded volunteers in accordance with Florida Workers’ Compensation Law. I understand and agree that my child’s voluntary participation in City of Apalachicola activities does not entitle my child to any compensation or other employee benefits. I further understand that my child is NOT an agent or employee of the City of Apalachicola and that he/she will not so represent his or herself to any person, government unit or corporate entity. I further understand and agree that I will be solely responsible for the actions of my child while he/she is participating in volunteer activities. This Waiver, Release and Hold Harmless/Indemnification Agreement is in consideration of the CITY OF APALACHICOLA or activity sponsor permitting my child’s participation in the activity and in further consideration of the CITY OF APALACHICOLA not requiring self-funded liability insurance coverage on my part as a condition precedent to my child’s participation in the activity. I, as legal guardian and/or natural parent of the aforesaid child, freely and voluntarily assume all risk of loss or injury arising from my child’s participation in the activity whether due to my negligence, my child's negligence, or the negligence or intentional acts of others. I acknowledge that, absent this Release and Indemnification, the CITY OF APALACHICOLA or other sponsors of the activity would not have offered me, or my child, the access to the activity because of unacceptable exposure to civil liability claims, or the expense of providing a program that is risk-free. I have read and understood this document and sign it freely and knowingly, intending that it shall be fully operative and effective in all respects and that it waives legal rights to which I, or my child, might otherwise be entitled if my child are hurt or suffer loss during his/her participation in that activity. I understand that this release and indemnity agreement is continuing in nature and shall apply to all incidents that may occur during my child’s participation in this activity for a period of one year from the date of my signature. **YOU MUST CAREFULLY READ THIS DOCUMENT BEFORE SIGNING IT. YOU ARE WAIVING OR RELEASING VALUABLE LEGAL RIGHTS. YOU ARE ADVISED TO SEEK THE ADVICE OF AN ATTORNEY IF YOU DO NOT FULLY UNDERSTAND THIS DOCUMENT.**

Date: \_\_\_\_\_ Child’s Date of Birth: \_\_\_\_\_  
Child’s Name: \_\_\_\_\_ Signature: \_\_\_\_\_  
Parent/Guardian Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
Signature of Parent/Guardian: \_\_\_\_\_  
Address: \_\_\_\_\_

The City reserves the right to terminate a volunteer’s participation in this program at any time, without cause or prior notification.

Rev 01/2021

# City of Apalachicola Adopt-A-Park Program Application

Name of Applicant \_\_\_\_\_ Date \_\_\_\_\_

Organization \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

Phone (H) \_\_\_\_\_ (W) \_\_\_\_\_

E-mail \_\_\_\_\_

.....  
What park would your group like to adopt? \_\_\_\_\_

Describe the type of project or activity your group desires to perform.

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Applicant Signature \_\_\_\_\_ Date \_\_\_\_\_

The term for the program is one (1) year, renewable for another year, if desired.

Return to: City of Apalachicola  
Attn: City Manager  
192 Coach Wagoner Blvd.  
Apalachicola, FL 32320

Rev 01/2021

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

**SUBJECT:** 10th Street Property Sale

**AGENDA INFORMATION:**

**Agenda Location:** Old Business, Item A  
**Presenter:** Mayor Begos

**BRIEF SUMMARY:**

In late January Pat Floyd provided the City with a copy of a signed agreement between Robert Davis and the City, dated ..... That agreement had not been included in the City file on the Revolving Loan related to that property. The agreement clearly states that the City must sell the property.

**FUNDING SOURCE:**

**ATTACHMENTS:**

**STAFF'S COMMENTS AND RECOMMENDATIONS:**

Pay for an appraisal and list the property for sale with an area realtor.

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

**SUBJECT:** Philaco Club / Old Library Lease

**AGENDA INFORMATION:**

**Agenda Location:** Old Business, Item B  
**Presenter:** Mayor Begos

**BRIEF SUMMARY:**

The Philaco Club desires to lease the old library building. Various terms and rents have been discussed, from \$20 per month to \$1000 or more per month. Philaco has also offered to make major repairs and have those monies credited towards rent.

The Commission should decide on a fair monthly rent.

The Commission had previously asked for a list of current City rental/lease rates. They are:

**Monthly Rental Rates**

Bring Me a Book room, 14th Street: \$113.33 (includes utilities)

Food Pantry, 14th St: -0- (includes utilities)

Matchbox, 14th St: -0- rent, pay \$450 / mo. utilities.

Gym, 14th St: \$566.67 (includes utilities)

Career Source, Battery Park: \$400 (includes utilities)

Seafood Festival, Battery Park Community Center: \$200 mo/includes utilities

6th Street Rec Center: \$400 for building, \$200 / mo. utilities

Project Impact: \$400 for utilities

Head Start, proposed use of wing in old High School / rent not set yet

**Daily Rental Rates:**

Community Center: \$300 or \$200 non-profit, \$100 insurance refund after event.

Holy Family: \$400 or \$250 non-profit, \$100 insurance refund after event.

Lafayette Park: \$600, \$100 insurance refund after event.

Riverfront Park: \$600, \$100 insurance refund after event.

Mill Pond Pavilion: no current charge

Battery Park: no current charge

HCA Building / ?

**FUNDING SOURCE:**

**ATTACHMENTS:**

**STAFF'S COMMENTS AND RECOMMENDATIONS:**

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

**SUBJECT:** City Engineering Services

**AGENDA INFORMATION:**

**Agenda Location:** New Business, Item A  
**Presenter:** Leo Bebeau, Mayor Begos

**BRIEF SUMMARY:**

Over the last two years Dewberry Engineers have done a majority of City work in that area. However, other cities and counties have moved to issue RFPs so that several different engineering firms are qualified to work on a project, depending on who has the best expertise and ability to do the job.

The City also faces potentially huge engineering needs if various grants come through.

Dewberry is now also providing engineering services for the Denton Cove development, raising the potential for a conflict of interest if the City needs an engineering opinion.

The City would continue to use Dewberry for some projects, but would not be limited to that firm.

**FUNDING SOURCE:**

**ATTACHMENTS:** None

**STAFF'S COMMENTS AND RECOMMENDATIONS:**

Issue an RFP that meets CDBG-DR guidelines for other qualified engineering firms.

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

**SUBJECT:** City Attorney selection process

**AGENDA INFORMATION:**

**Agenda Location:** New Business, Item B  
**Presenter:** Mayor Begos, Manager Wade

**BRIEF SUMMARY:**

The City must choose a new attorney.  
Evan Rosenthal of Nabors, Giblin was previously recommended, and Attorney Banks and city staff have had good experiences working with Dan Hartman, who has offices in Lanark Village and Tallahassee.

**FUNDING SOURCE:**

**ATTACHMENTS:** None

**STAFF'S COMMENTS AND RECOMMENDATIONS:**

Interview Hartman and Rosenthal for the position and have the Commission choose one.

MINUTES OF THE REGULAR MEETING OF THE APALACHICOLA CITY COMMISSION HELD TUESDAY, JANUARY 5, 2021, 6:00 PM, AT THE APALACHICOLA COMMUNITY CENTER.

PRESENT: Mayor Kevin Begos  
Commissioner Anita Grove  
Commissioner Adrian Elliott  
Commissioner Despina George  
Commissioner Brenda Ash

Travis Wade, City Manager  
Deborah Guillotte, City Clerk  
Leo Bebeau, Finance Director – Via Phone  
Kristy Branch-Banks, Attorney

**Call to Order**

Mayor Begos called the meeting to order and Commissioner Ash gave the invocation, followed the Pledge of Allegiance.

**AGENDA ADOPTION**

Commissioner Ash made a motion to approve the Agenda. Commissioner Elliott seconded and the motion carried 5-0.

**CITY MANAGER COMMUNICATIONS**

- 1) **Policy 2020-03** –Commissioner George discussed her concerns with Policy 2020-03, written by Mr. Wade, and questions whether the City Manager has the authority to write a policy which restricts how the City Commission interacts with and instructs committees. Discussion held. Attorney Banks stated that drafts and proposals of ordinances are written by staff or attorney, and that recommendations from the City boards should be considered. Discussion of who has the authority to enact this policy and, if the Commission is going to adhere to policy, we need to be more specific.
- 2) **Trolley ownership/disposition** - Mr. Wade stated after research that the trolley was registered in both the City and Apalachicola Main Street, Inc. Attorney Banks gave a brief review of her discussion with Apalachicola Main Street Chairman Jim Bachrach, and Mr. Bachrach had stated that the City was later added to the trolley registration, so that it could be insured through the City's insurance policy. Discussion held if Main Street had reimbursed the City for all associated trolley expenses. Mr. Bebeau stated there is no record of reimbursement. Commissioner George stated that Main Street representatives had previously represented that the trolley was owned solely by the city and that representation was the basis for the City's acceptance of the donation. Commissioner George recommends that it be sold, and that the unreimbursed expenses and costs of storage be deducted from Main Street's one half share of the proceeds. Staff will add the trolley to the surplus list for approval at the next Commission meeting.

**MAYOR AND COMMISSIONER COMMENTS**

Discussion held on the following: Meeting accessibility issues; Denton Cove breaking ground in February -17<sup>th</sup> Street right-of-way and landscaping for Denton Cove project Denton Cove - how to direct the traffic on property – Denton Cove report; part time city planner hired; Keith Bowers visioning session; FWC Battery Park Boating Grant for the three finger docks will be signed next week – willing to send a dock repair team; Franklin County Animal control partnership; Philaco Club Library Lease; Finance Director policy for

Regular Meeting – 1/5/21 – Page 2

Commission approval; Tamara's outside dining update; City's Lease agreements and possibly making all leases uniform.

- 1) **Philaco/Old Library update** – Commissioner George gave an update, stating the Philaco Club is still interested in moving forward with the lease. Commissioner Ash requested that staff review current City lease agreements and

possibly uniform all. Discussion held on the maintenance of the building; lease term, utilities, insurance and the amount of the lease. To be discussed at the February meeting.

- 2) **Encroachment Ordinance** – Attorney Banks is drafting a proposal and will bring for review at the February meeting. Commissioner Grove would like a policy to educate citizens and make them aware of the City’s encroachment agreements, and attach the policy to the building permit.
- 3) **Finance Director Position** – Mayor Begos reported that Mr. Bebeau requested that the Finance Director position report to the Mayor and Commissioners. Discussion held about finance position in the City Charter and possibly start the process of making amendments.
- 4) **Parliamentary Procedures Class discussion** – Commissioner Elliott gave a brief review of the class, and encourages each Commissioner to enroll and take this class.

**HERB THIELE: MEETING CONDUCT PRESENTATION**

Mr. Thiele gave a brief review of parliamentary procedure and how to be more effective at City meetings, have structure, depersonalize; detach and diffuse situations to benefit the board. Commissioner discussion held.

**FINANCE DIRECTOR LEO BEBEAU COMMUNICATIONS**

Mr. Bebeau gave a brief update of the City’s insurance proceeds and FEMA grants, stating we have approximately \$27 million in outstanding grants; we have executed the audit letter for Moran and Smith; and Mr. Bebeau will be preparing a schedule of capital outlay of water and sewer.

**ATTORNEY KRISTY BRANCH BANKS COMMUNICATIONS**

**Update on 10th Street properties** – Attorney Banks clarified ownership status and encroachments of Lot 6 onto Lot 7; deed of property; structures on properties/potential purchaser; revolving loan, and stated the 2017 settlement affidavit agreement cannot be located. Discussion held. Commissioner Ash inquired about the possibility of affordable housing over selling the property. To be researched by staff.

**PUBLIC COMMENT**

Citizen comments consisted of: Facebook quality video streaming; Planning & Zoning joint workshop with the City Commission and workshops on Battery Park Improvements Grant.

Regular Meeting – 1/5/21 – Page 3

**UNFINISHED BUSINESS**

**A. CDBG-DR REBUILD FLORIDA HOMETOWN REVITALIZATION PROGRAM**

Mayor Begos stated the deadline for submitting projects for the second round is February 16, 2021. Suggested CDBG-DR priorities are: Riverfront Revitalization; Hill Neighborhood Revitalization; Commercial District Revitalization with economic impact; and Hurricane Michael damage. Discussion held on having special meeting, possibly January 19<sup>th</sup>.

**UNFINISHED BUSINESS**

**B. PARKS AND RECREATION COMMITTEE ALTERNATE MEMBER**

Commissioner George made a motion to appoint Faye Gibson as the alternate member of Parks and Recreation Committee. Commissioner Grove seconded and the motion carried 5-0.

**NEW BUSINESS**

**A. APALACHEE REGIONAL PLANNING COUNCIL REPRESENTATION**

Commissioner Ash made a motion to appoint Commissioner George as the City's representative of the Apalachee Regional Planning Council. Mayor Begos seconded and the motion carried 5-0.

**NEW BUSINESS**

**B. FWC BOATING IMPROVEMENT GRANT 2021**

Commissioner Grove made a motion to approve Jim Brown to make an application for the Florida Boating Improvement Program for 2021, in the amount of \$75,000, to repair the north side of the seawall at Battery Park Marina. Commissioner Elliott seconded and the motion carried 5-0.

**NEW BUSINESS**

**C. LEGISLATIVE APPROPRIATIONS REQUESTS**

Mayor Begos reviewed the following three requests: Courthouse vacuum pit repairs and upgrades; Downtown Inflow and Infiltration study and repairs, and IGA lift station repairs and upgrades. Any more suggestions, go to Mr. Wade. Discussion held that we need to be conservative and move forward with the three listed projects.

Commissioner Grove made a motion to move forward with the three requests, with addition of the Area of Critical State Concern. Commissioner George seconded and the motion carried 5-0.

**CONSENT AGENDA**

- A. Meeting Minutes Adoption** – January 5, 2021 Regular Meeting, January 19, 2021 Public Hearing/Special Meeting, January 19, 2021 Public Hearing/Special Meeting, and January 28, 2021 Special Meeting Minutes.
- B. P&Z Minutes** – January 11, 2021

Regular Meeting – 1/5/21 – Page 4

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

**DEPARTMENT REPORTS**

No Comments.

**ADJOURNMENT**

With no further business, Commissioner Elliott made a motion to adjourn the meeting. Commissioner George seconded and the motion carried 5-0.

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Kevin Begos, Mayor

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Deborah Guillotte, City Clerk

**MINUTES OF THE PUBLIC HEARING/SPECIAL MEETING OF THE APALACHICOLA CITY COMMISSION HELD TUESDAY, JANUARY 19, 2021, 4:00 PM AT THE APALACHICOLA COMMUNITY CENTER.**

**PRESENT:** Mayor Kevin Begos  
Commissioner Brenda Ash  
Commissioner Anita Grove  
Commissioner Adriane Elliott  
Commissioner Despina George  
Deborah Guillotte, City Clerk  
Leo Bebeau, Finance Director

**CALL TO ORDER**

Mayor Begos called the meeting to order and Commissioner Ash gave the invocation, followed by the Pledge of Allegiance.

Mayor Begos opened public hearing. Mayor Begos stated the deadline was extended to April 2021.

**PUBLIC HEARING  
CDBG-DR HOMETOWN REVITALIZATION GRANTS**

Citizen and Commission discussion consisted of the following projects for the CDBG-DR Hometown Revitalization Grants Program: 6<sup>th</sup> St. Rec renovations; commercial area in the Dr. Martin Luther King & 6<sup>th</sup> Street area pertaining to Q's Bar and the Gameroom; Popham Building renovation – Mayor Begos gave a brief update; Battery Park; The Hill revitalization; Riverwalk; Rebuild Florida Technical Assistance Program; boating infrastructure grants for transients; pump-out station for more convenient access; Coast Guard Station; amphitheater at Battery Park; Holy Family roof; move a building from another Streey to a commercial lot; amphitheater at Sylvester Williams Park; and 12<sup>th</sup> Street sidewalks.

**ADJOURNMENT**

With no further business, Commissioner Elliott made a motion to adjourn. Commissioner Ash Seconded and the motion carried 5-0.

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Kevin Begos, Mayor

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Deborah Guillotte, City Clerk

**MINUTES OF THE PUBLIC HEARING/SPECIAL MEETING OF THE APALACHICOLA CITY COMMISSION HELD TUESDAY, JANUARY 19, 2021, 5:00 PM AT THE APALACHICOLA COMMUNITY CENTER.**

**PRESENT:** Mayor Kevin Begos  
Commissioner Brenda Ash  
Commissioner Anita Grove  
Commissioner Adriane Elliott  
Commissioner Despina George

Deborah Guillotte, City Clerk  
Leo Bebeau, Finance Director

**CALL TO ORDER**

Mayor Begos called the meeting to order at and Commissioner Ash gave the invocation, followed by the Pledge of Allegiance.

**PUBLIC HEARING  
APPROVE MODIFICATIONS TO DOCUMENTS FOR CDBG GRANT - 19DB-ON-02-29-02-N18**

Mayor Begos opened the public hearing. The purpose of the meeting is to conduct a public hearing and to approve modifications of the Cities Small Cities Community Development Block Grant 19DB-ON-02-29-02-N18. The grant funded a sewer manhole replacement/rehabilitation project on the west side of the City. The original grant proposed replacement of five sewer manholes, which was achieved, but the proposed manhole rehabilitation was reduced from 20 to 12 manholes. Construction bid prices exceeded the project budget, forcing the reduction of the project scope. The grant closeout budget will also be adjusted.

No public comments.

Mayor Begos closed the public hearing and opened the special meeting.

Commissioner Elliott made a motion to approve modifications to documents for CDBG Grant - 19DB-ON-02-29-02-N18, and to authorize the Mayor to execute the required documents. Commissioner Grove seconded and the motion carried 5-0.

**ADJOURNMENT**

There being no further business, Commissioner Elliott made a motion to adjourn. Commissioner Ash seconded and the motion carried 5-0.

\_\_\_\_\_  
Kevin Begos, Mayor

\_\_\_\_\_  
Deborah Guillotte, City Clerk

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

**Regular Meeting: 6:00 pm**

**In Attendance:** Al Ingle, Jim Bachrach, Bobby Miller, Elizabeth Milliken, Joe Taylor, Richard Dagenhart.

1. Approval of Dec. 14th, 2020 regular meeting minutes.

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

2. Review, Discussion and Decision for Boat Shed. **(Historic District) (R-1) @ 114 6<sup>th</sup> St.** Block 21 Lot 4. For Antony Smith-Owner; Contractor: Self

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

3. Review, Discussion and Decision for Detached Garage. **(Historic District) (R-1) @ 110 15<sup>th</sup> St.** Block 100, Lot 2. For Charles/Mary Duncan-Owner; Contractor: West Building Corp.

**Tabled: Pervious vs. Impervious calculations needed.**

4. Review, Discussion and Decision for Demo and New Single-Family Residence. **(Historic District) (R-1) @ 201 11<sup>th</sup> St.** Block 156, Lot 10. For Eliseo Escobar-Owner; Contractor: Southern Shores Builders.

**Motion to Approve by Bobby Miller; 2<sup>nd</sup> by Joe Taylor. Motion carries.**

5. Review Discussion and Decision for Single-Family Residence. **(R-2) @ 166 13<sup>th</sup> St.** Block 180, Lot 4, For – Sherman Properties-Owner; Contractor: Americas Home Place.

**Motion to Approve by Bobby Miller; 2<sup>nd</sup> by Joe Taylor. Motion carries.**

6. Review Discussion and Decision for Storage Shed. **(R-1) @ 210 Ave E.** Block 114, ½ Lot 4 and all of Lot 5. For Jeffery/Kate Points-Owners; Contractor: Earl Duggar.

**Tabled: Pervious vs. Impervious calculations needed.**

7. Review, Discussion and Decision for Private Dock. **(R-2) @ 309 Hwy 98.** Block 270, Lots 16 and 17. For William/Elizabeth Trawick-Owners; Contractor: David Keith.

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

8. Review, Discussion and Decision for New Construction & Renovation. **(Historic District) (C-1)**  
**@ 48 Ave D.** Block 1, Lots 2 & 3. For Steven Etchen-Owner; Contractor: TBD.  
**Motion to require 9'4" fence reduced down to 6' within 2 weeks; and new existing picket fence to have P&Z Application submitted – by Jim Bachrach; 2<sup>nd</sup> by Joe Taylor.**

Other/New Business:

**Proposal by Anita Grove to add statement to Building Permits for Homeowners to sign that if they add vegetation/gravel/etc. to the city right of way/easement that they understand the risk of removal.**

Outstanding/Unresolved Issues:

**2019 House Demolition without permit – has fine been imposed?**

**Motion to Adjourn by Jim Bachrach; 2<sup>nd</sup> by Joe Taylor.**

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Al Ingle, Chairman

CITY OF APALACHICOLA  
BUILDING DEPARTMENT – PERMITTING & INSPECTIONS  
JANUARY 2021

- 16 Building Permits in Process
  
- 21 Building Permits Issued
  
- 24 Building Inspections
  
- 4 Stop Work Orders for no Building Permits/Unsafe practices
  
- Numerous Phone Calls & Emails Answered
  
- 7 Planning & Zoning Applications Processed
  
- January P&Z Agenda & Minutes Completed/Uploaded to City Website
  
- Several On-Site Meetings
  
- Quarterly Permit Fees Report Completed
  
- Several Records Requests

## **JANUARY 2021 MONTHLY W&S FIELD REPORT**

- FIELD CREW REBUILT BLOWER ON TOP OF GROUND STORAGE TANK AT WATER PLANT.
- FIELD CREW DRAINED AND CLEANED THE GROUND STORAGE TANK AND ALSO REBUILT THE TTHM STRIPPER UNIT INSIDE.
- FIXED A 2 INCH BROKEN WATER MAIN ON 21<sup>st</sup> AVE.
- REPAIR TWO WATER LINES AT MILL POND DOCK.
- CLEANED ODOR SCRUBBER AT WATER PLANT.
- READ ALL THE WATER METERS FOR THE MONTH.
- FINISHED SYSTEM WIDE HYDRANT FLUSHING.
- STILL WORKING ON TTHM AND TOC IN HOUSE SAMPLING.
- HIRE A NEW EMPLOYEE FOR WATER & SWER DEPT.
- HAD MEETING WITH DEP & FRWA ON TTHM'S AND GAC FILTERS AND OPERATIONS AT THE WATER TREATMENT PLANT.
- IDENTIFIED 40 LOCATIONS FOR THE FLOWVAC MONITORING SYSTEM TO BE INSTALLED THAT ARE TO BE PURCHASED BY C.R.A. FUNDING.
- MET ON SITE CONCERNING STORMWATER ISSUES IN DIFFERENT LOCATIONS IN TOWN
- MET WITH ENGINEER TO DISCUSS THE DENTON COVE PROJECT AND THE PROJECT FOR THE NEW DRUG REHABILITATION SITE
- MADE REPAIRS TO WATER SERVICES AT BATTERY PARK TO SERVICE NEEDS FOR THE BUTTS AND CLUCKS COOKOFF.
- CLEANED AND REBUILT PARTS FOR THE VACUUM SYSTEM
- CLEANED SAND OUT OF ELLIS VAN FLEET PUMPING STATION
- CLEANED GREASE OUT OF THE IGA LIFT STATION
- ASSISTED WWTP WITH SOME ON SITE WORK
- COLLECTED ALL REQUIRED SAMPLES FOR THE MONTH
- COMPLETED DAILY WORK ORDERS

## **Public Works January 2021**

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

Serviced 2 vehicles and changed oil.

We collected 120 bags of garbage down town and parks this includes city garbage cans.

We started put poles and fence up for new dog park.

We cut and cleaned ditches 12<sup>th</sup> St. for storm water runoff.

We completed 14 work orders.

We opened and closed 3 funerals.

Build shelves in storage closet at city hall.

Moved cabinets at city hall.

Removed trees that was cut down on 12<sup>th</sup> St.

Cleaned ditch on Ave D.

Cleaned storm drains on Bay Ave. and Ave's B, C & D

Repaired dock at Battery Park.

Took down Christmas tree and lights.

Prepared by, Robert Osburn

## WASTEWATER PLANT MONTHLY REPORT JANUARY 2021

- We treated 8,120,000 gal of wastewater
- 1-6,7 painted #3 and #5 blowers
- 1-15 Dewberry sent DEP the City's response to the inspection warning letter
- 1-18,19, 20 replacing 6 hoses for blower check valves
- 1-25 started work on replacing geared motor on the rotating bar screens. We Ran into a problem getting gear off the 2' shaft. What we have is not what our Manual looks like. I am going to talk to a tech on 1-28-21 about how to get motor Off.

**CITY OF APALACHICOLA  
ADMINISTRATION DEPARTMENT  
JANUARY 2021**

- Updated meeting calendar on website
- Complete all quarterly Payroll Reports.
- Payroll Quick Books Program
- Finance Clerk posted revenues and expenses
- Assist staff with tree applications, utility bill issues
- Staff assisted with Cemetery, utility bills, garbage, permitting issues, city property rentals and other miscellaneous duties
- Billing Clerk assists the City Manager and City Clerk as needed, works front office with water bill collections, cemetery lot sales, assists water and sewer department as needed
- Completed tasks as assigned by the City Manager
- Public Records Request 3
- Annual golf cart sticker renewals
- Business License Renewal Notices and processing by City Clerk/Water Billing Clerk/Code Enforcement

71 work orders issued and 43 work orders completed

2357 payments processed

2050 bills mailed

140 cut-off list

Approximately 130 accounts payable checks processed

## **CODE ENFORCEMENT January Report**

- Issued 11 Tree Permits (Private Property)
- Filed and Issued Several Business Licenses
- Removed Signs from the Right of ways
- Investigated 7 Code Violations
- Sent out over 100 past due Business License renewal forms

**Monthly Report for  
Apalachicola Margaret Key Library  
January 2021**

Statistics:

- 380 patrons have been given assistance
- 83 patrons have used our computers
- 232 books were checked out or renewed
- \$160.44 was collected for copies
- \$5.50 was collected for scans
- \$22.00 was collected for faxes
- \$40.00 was collected for seasonal renewals
- 90.5 hours have been donated by wonderful volunteers
- \$160.79 was donated to the library
- 2 boxes of books, 6 magazines, 17 audiobooks, 2 puzzles, and 1 PS3 video game were donated
- 599 people were reached with our 8 Facebook posts

Our hours continue to be 10 a.m. to 5 p.m., Monday - Friday. Many people have been helped within the library, with issues pertaining to printing, writing, and learning; the library is truly offering our community a wonderful service. We continue to loan books, audiobooks, movies, and puzzles. Recently, 52 new books were added to our collection. We have opened five new accounts, printed, scanned, and faxed items for patrons, hosted the Library Board and the Parks & Recreation Committee, always using social distancing. We have two, socially distant computers for patrons to use, which are disinfected after each use. Hand sanitizer is located at the entrance, and masks are required. Eight volunteers work at the checkout desk with circulation, with organization of books, and with covering new books. Celia Winterringer continues to sort and process book, audiobook, puzzle, and game donations. Our Seed Library, provided by The Reserve, the Friends of the Reserve, and the Franklin County Master Gardener volunteers, was recently replenish and patrons have continued to pick up seeds, at no cost, to help the pollinators in our area. In the coming month, we hope to add more new books to our collection. Beginning February 1st, we will be open on Sundays from 12:00-5:00 p.m.

Isel Sanchez-Whiteley  
Library Assistant



## **POLICE REPORT – January 2021**

Happy New Year! The month of January saw us say Happy Retirement to Lt. Pamela Lewis after 20 years of dedicated service. We wish her well in this new chapter of her life. We welcome aboard new officer, Ashley Webb!

We had several cases this month of burglaries of vehicles where firearms were stolen. Due to the tireless efforts of Sgt. Chase Richards and Officer Larry Smith, the cases were quickly solved and 3 juveniles were arrested and charged with criminal mischief, burglary of a conveyance, grand theft of firearms and possession of firearms by a juvenile. We are so proud of these two officers!

We continue monitoring residential areas and areas of concern where speeding has been present. The gun range is now at 57 members.

<b>January 2021</b>	<b>Totals</b>
Traffic Stops/ Warnings/ citations	10
Arrests/ Warrant Requests	8
Traffic Accidents	3
Burglary/Theft calls	16
Assist Citizens/ Complaints/investigations	230
Trespass Warnings/agreements	13
Business alarm calls/building checks/welfare checks	494
assist county call/other agencies	36
Assist Animal Control	2
Domestic cases involving violence/disturbance calls	2
Total calls from dispatch	1058