

PUBLIC HEARING & REGULAR MEETING
APALACHICOLA CITY COMMISSION
TUESDAY, OCTOBER 3, 2023 – 4:00PM
BATTERY PARK COMMUNITY CENTER
1 BAY AVE., APALACHICOLA, FLORIDA 32320

Agenda

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

- I. Call to Order**
 - Invocation
 - Pledge of Allegiance
- II. Swearing in of Mayor and City Commissioner Seat 1 & City Commissioner Seat 2**
- III. Agenda Adoption**
- IV. Public Hearing – Ordinance 2023-03 – Sign Ordinance**
- V. Presentation: Southern Group/Ovid Solutions**
- VI. Public Comment**
- VII. New Business**
 - 1. Request to Purchase City Property - Mark Galbreath**
 - 2. Parking Mitigation Request**
 - 3. The Lodge-Floodplain Management**
 - 4. Auditor Selection**
 - 5. Encroachment Agreement Amendment Request - Zester**
 - 6. Floodplain Ordinance**
- VIII. Unfinished Business**
 - 1. Second Reading & Adoption Decision – Ordinance 2023-03 - Sign Ordinance**
 - 2. First Reading – Ordinance 2023-05 – Pervious Deck Ordinance**
 - 3. Transient Lodging Discussion**
 - 4. Encroachment Agreement- CSC Realty**
 - 5. Encroachment Agreement- O'Steen**

IV. Mayor and Commissioner Comments

X. City Manager Communications - Report Attached

XI. Grants Coordinator Communications – Report Attached

XII. Attorney Communications - Report Attached

XIII. Consent Agenda

A. Commission Meeting Minutes Adoption – Budget Workshop & Regular Meeting September 5, 2023; Joint Workshop Between City Commission and Planning & Zoning September 11, 2023; Public Hearing & Special Meeting September 13, 2023

B. Planning & Zoning Board – Workshop & Regular Meeting July 10, 2023; Workshop and Regular Meeting August 14, 2023

XIV. Department Reports – Included in Agenda Packet

Adjournment

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

**APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: October 3, 2023**

SUBJECT: Adoption of the Area of Critical State Concern Workplan

AGENDA INFORMATION:

Agenda Location: Presentation
Item Number:
Department: Administration
Contact: Travis Wade
Presenter: Kate DeLoach/Julie Dennis

BRIEF SUMMARY: The ACSC Workplan needs to be officially adopted by the City Commission. The Workplan will establish that projects undertaken by the City, and funded by the Stewardship Act, will be undertaken to protect the Apalachicola Bay as was intended by the legislation that was passed this year.

RECOMMENDED MOTION AND REQUESTED ACTIONS: Approve a motion to Adopt the Workplan

FUNDING SOURCE: N/A

ATTACHMENTS: ACSC Workplan

STAFF'S COMMENTS AND RECOMMENDATIONS:

**APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: October 3, 2023**

SUBJECT: Mark Galbraith Request To Purchase City-owned Property

AGENDA INFORMATION:

Agenda Location: New Business
Item Number: 1
Department: Administration
Contact: Travis Wade
Presenter: Mark Galbraith

BRIEF SUMMARY: Mark and Terry Galbraith, residents at 214 9th Street, are requesting to purchase the property at the corner of 10th Street and Avenue L (Lot 6, Block 121). This property was formerly the site of the Flat Top Café. There are three structures on the property. An old brick house faces Avenue L and encroaches into the alley. The old restaurant is on the corner, and a shotgun house is on 10th Street and encroaches onto the neighboring property.

RECOMMENDED MOTION AND REQUESTED ACTIONS: Direct staff on how to proceed.

FUNDING SOURCE: N/A

ATTACHMENTS: Chain of Title, City Attorney correspondence, Title Commitment

STAFF'S COMMENTS AND RECOMMENDATIONS:

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

Schedule A

Transaction Identification Data for reference only:

| | | | |
|--|---------------------------------|--|--|
| Commitment Number: 956185 | Revision Number: None | Issuing Office File Number: FP20-234 | Issuing Office: 3553501 |
| Property Address: 122 Avenue L Apalachicola, FL 32320 | Loan ID Number: | ALTA Universal ID: None | Issuing Agent: Kristy Branch Banks, P.A. |

1. Commitment Date: September 30, 2020 at 11:00 PM
2. Policy to be Issued: Proposed Policy Amount:
OWNER'S: ALTA Owner's Policy (06/17/06). (With Florida Modifications) TBD
Proposed Insured: To Be Determined
MORTGAGEE:
Proposed Insured:
MORTGAGEE:
Proposed Insured:
3. The estate or interest in the Land described or referred to in this Commitment is **FEE SIMPLE** (Identify estate covered, i.e., fee, leasehold, etc.)
4. Title to the estate or interest in the Land is at the Commitment Date vested in:
City of Apalachicola, a municipal corporation of the State of Florida
5. The Land is described as follows:
Lot 6, Block 161, City of Apalachicola, according to the map or plat of said City, of record with the Clerk of Court, Franklin County, Florida.

Old Republic National Title Insurance Company
400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111

AUTHORIZED SIGNATORY
Kristy Branch Banks, P.A.
3553501

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

Schedule B-I

Issuing Office File Number: FP20-234

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - A. Warranty Deed from City of Apalachicola, a municipal corporation of the State of Florida, to the proposed insured purchaser(s).
5. Note: Deeds by a municipal corporation usually are signed in the name of the city or town by the mayor or some other person authorized by the charter, in the presence of two subscribing witnesses. The conveyance also should be attested by the city clerk, sealed with the municipal seal, and made upon a proper resolution by the municipality's governing body authorizing a sale of the property. The Title Agent should determine that such a deed is executed by an official authorized by the charter and that it is duly attested to by the city clerk. A Certificate from the City Attorneys' Office evidencing the proper adoption of the resolution should be attached to the deed of conveyance and recorded with it.
6. Record satisfactory proof of the death of Shellie Mills, Jr., deceased.
7. The Company has no liability under this commitment until an endorsement is issued stating the names of the proposed Insured. The Company reserves the right to make additional requirements and/or exceptions.
8. An update of the title search must be completed just prior to the closing and the commitment must be endorsed to require clearance of, or take exception for, any additional title defects or adverse matters found.
9. FOR INFORMATIONAL PURPOSES ONLY: 2019 taxes, Parcel/Account ID# 01-09S-08W-8330-0161-0060, the gross amount being \$00.00.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

Schedule B-II

Issuing Office File Number: FP20-234

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Commitment Date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or Mortgage thereon covered by this Commitment.
2.
 - a. General or special taxes and assessments required to be paid in the year **2020** and subsequent years.
 - b. Rights or claims of parties in possession not recorded in the Public Records.
 - c. Any encroachment, encumbrance, violation, variation or adverse circumstance that would be disclosed by an inspection or an accurate and complete land survey of the Land and inspection of the Land.
 - d. Easements or claims of easements not recorded in the Public Records.
 - e. Any lien, or right to a lien, for services, labor or material furnished, imposed by law and not recorded in the Public Records.
3. Any Owner's Policy issued pursuant hereto will contain under Schedule B the following exception: *Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the Land insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.*
4. Any lien provided by County Ordinance or by Chapter 159, F.S., in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.
5. Rights of the lessees under unrecorded leases.

Chain of title on Lot 6, Block 161, City of Apalachicola:

Warranty deed from Edith Davis Mills and Richard Davis, Grantors, to Edith Davis Mills and Shellie Mills, Jr, her husband, Grantees, dated April 20, 1979, recorded on April 23, 1979 at OR Book 157, Page 462, Franklin County Florida conveying Lot 6, Block 161, COA.

Warranty deed from Shellie Mills, Jr., and Edith Davis Mills, H&W, and Robert Davis, Grantors, to Shellie Mills, Jr., and Edith Davis Mills, H&W, Grantees, and Robert Davis and Hayward Mills, the remainderman Grantees, dated August 22, 1983, recorded on August 23, 1983 at OR Book 201, Page 653, Franklin County Florida conveying Lot 6, Block 161, COA.

Monument of Title via Death Certificate of Edith Mae Davis-Mills, recorded on May 6, 1998 at OR Book 595, Page 335, Franklin County Florida vesting all Tenancy By Entireties interest in title to surviving spouse Shellie Mills, Jr., presuming the marriage was continuous, for Lot 6, Block 161 COA.

Unable to locate death certificate for Shellie Mills, Jr., who must be deceased for title to have vested in Hayward Mills and Robert Davis as remainderman Grantees. Note: Power of Attorney recorded on 04/07/1995 wherein POA was given by Shellie Mills, Jr. to his nephew Robert Lee Davis, was executed by Mills with his "x" mark, whereas prior documents were executed by Mills with a full signature and 2002 foreclosure action filed case docket reflects that process server was unable to serve Mills – Mills presumed deceased sometime between 1999 and 2002, but this must be verified and death certificate recorded for chain of title purposes.

Warranty deed from Hayward Mills, Grantor, to Robert Davis, Grantee, dated August 11, 2004, recorded on August 24, 2004 at OR Book 808, Page 317, Franklin County Florida, conveying Lots 6 & 7, Block 161, COA.

Warranty deed from Robert Davis, Grantor, to City of Apalachicola, Grantee, dated June 1, 2017, recorded on June 2, 2017 at OR Book 1194, Page 41, Franklin County Florida conveying Lot 6, Block 161, COA.



A - City-Owned Property
B - Mr. and Mrs. Galbraith's Property

LAW OFFICES
J. PATRICK FLOYD
CHARTERED

REPLY TO
408 LONG AVENUE
POST OFFICE DRAWER 950
PORT ST. JOE, FLORIDA 32456-0950
(850) 227-7413

20 AVENUE D, SUITE 208
POST OFFICE BUILDING
APALACHICOLA, FLORIDA 32320
(850) 653-2709

June 2, 2017

Robert L. Davis
Post Office Box 242
Apalachicola, FL 32320

Re: Lot 6, Block 161/Revolving loan
Collateral for loan to Caroline Williams and
Renee Williams from City of Apalachicola
Revolving Loan Program

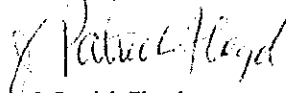
Good Morning Robert:

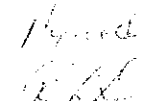
This will serve to document our conversation regarding Lot 6, Block 161, City of Apalachicola and the Revolving Loan lien relating to it for the Revolving Loan Agreement made to Caroline Williams and Renee Williams, in April of 2005. The City will proceed based on the Warranty Deed of the property by you to the City, to sell the property within the next three years and upon doing so after deduction from the sale proceeds of the taxes paid on the property (\$28,933.52) by the City and the amount of the monies due on the Revolving Loan Agreement (presently \$37,405.40) together with its expenses regarding the loan and the property being sold, you Robert Davis, will be remitted the difference made payable to Robert L. Davis by the City within sixty (60) days of the closing of the sale of Lot 6, Block 161 by the City.

This will confirm that the deed to the City is in lieu of the lien/collateral on the property (Lot 6, Block 161, City of Apalachicola) referenced in the Lessors Agreement signed by you on March 21, 2005.

Thank you for your assistance.

Sincerely,


J. Patrick Floyd


JPF/gp

Marcia Johnson

Clerk of the Circuit Court
Franklin County

33 Market St.
Apalachicola, FL 32320

Official Records Receipt Recording

Username: bmcnair

Changed By: bmcnair

Receipt#: 201701836 Payee Name: CITY OF APALACHICOLA

Receipt Date: 06/02/2017

Escrow Balance:
Escrow Customer:

Instrument(s): 201719002778-BK1194/PG41-DEED

Details

| | |
|-----------------|--------|
| CTY COMM JULY 1 | \$2.00 |
| Deed Doc Stamps | \$0.70 |
| FACC JULY 1 | \$0.10 |
| PRMTF JULY 1 | \$1.90 |
| Recording | \$5.00 |
| Records Trust | \$1.00 |

Receipt Total: \$10.70

Amount Tendered: \$10.70

Overage: \$0.00

Check \$10.70 10014

Amount Paid: \$10.70

THIS INSTRUMENT PREPARED BY:
Law Offices
J. Patrick Floyd, Chtd.
20 Avenue D
Apalachicola, FL 32320

Inst: 201719092778 Date: 06/02/2017 Time: 12:00PM
Page 1 of 1 B: 1194 P: 41, Marcia Johnson, Clerk of Court
Franklin, County, Fl: BM Deputy Clerk
Doc Stamp-Deed: 0.70

This Warranty Deed

Made this 1 day of JUNE, 2017 A.D. by ROBERT DAVIS, a married man, whose address is P. O. Box 242, Apalachicola, FL 32329, hereinafter called the grantor, to CITY OF APALACHICOLA, whose address is 1 Avenue E, Apalachicola, FL 32320, hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH, that the grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, and conveys and confirms unto the grantee, all that certain land situate in FRANKLIN County, Florida, viz:

Lot 6, Block 161, CITY OF APALACHICOLA, according to the map or plat of said City, Franklin County, Florida.

SUBJECT TO covenants, restrictions, reservations and easements of record, if any. And, Franklin County Comprehensive Plan and land use ordinances and all other County, State, Federal and Local laws, rules and regulations regarding the use and development of said property.

The above described subject property is not the homestead of the Grantor.

TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple hat the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2016.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in our presence:

Vivian H. Floyd
Witness Signature

Print Name: VIVIAN H. FLOYD

J. Patrick Floyd
Witness Signature

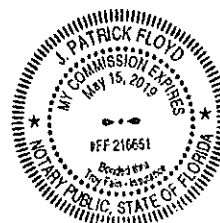
Print Name: J. PATRICK FLOYD

Robert Davis
ROBERT DAVIS

STATE OF FLORIDA
COUNTY OF FRANKLIN

SWORN TO AND SUBSCRIBED before me this 1 day of JUNE, 2017, by ROBERT DAVIS, who (✓) produced FL D120725532P as identification, or () is personally known to me, and did (✓), or did not () take an oath.

J. Patrick Floyd
Notary Public



THIS INSTRUMENT PREPARED BY:

Law Offices

J. Patrick Floyd, Chtd.

20 Avenue D, Suite 206

Apalachicola, FL 32320

SELLER'S AFFIDAVIT

STATE OF Florida

COUNTY OF Franklin

BEFORE ME, the undersigned authority, personally appeared ROBERT DAVIS who, being duly sworn according to law, depose and say as follows (as used in this Affidavit, the terms "Affiant" and "Affiants" shall include all parties executing this Affidavit):

1. The Affiant (owner) will execute a Warranty Deed to CITY OF APALACHICOLA conveying in Fee Simple the following described property:

Lot 6, Block 161 City of Apalachicola, according to the map or plat of said City, Franklin County, Florida.

2. That, to the actual knowledge of Affiant, there are no parties who have any interest in said property other than the above mentioned Owner and there are no facts actually known to Affiant which could give rise to a claim being adversely asserted to any of said property, EXCEPT: Real Estate Taxes; and Affiant is in exclusive possession of said property.

3. That Affiant is in exclusive possession of said property and has entered into no agreement, contract, or commitment for the sale, lease, mortgage, option or creation of any other encumbrance of said property, EXCEPT: NONE.

4. That there are no unrecorded easements or right-of-ways affecting all or any portion of property.

5. That, to the actual knowledge of Affiant, there has been no improvements, repairs, additions or alterations preformed upon said property within the past 90 days; that the Affiant has not entered into any agreement or contract with any party for the furnishing of any labor, services or material in connection with any improvements, repairs, additions, or alterations within the past 90 days, and that there are no parties actually known to Affiants who have any claim or right to a lien for services, labor or materials in connection with any improvements, repairs, additions or alterations on said property.

6. That Affiant is a citizens of the United States, of legal age, under no legal disabilities and has never been known by any name other than that shown above.

7. That there are no actions or proceedings now pending in any state or Federal Court to which the Affiants are party including, but not limited to, proceedings in bankruptcy, receivership or insolvency, nor are there are any judgments or liens of any nature which constitute or could constitute a charge or lien upon said property.

8. That there are no matters pending against the Affiants that could give rise to a lien that would attach to the property between the City of Apalachicola, Florida, executer of the Warranty Deed and the recording of the Deed, and that the Affiants have not and will not execute any instruments that would adversely affect the title or interest.

Signed, sealed and delivered
in our presence:

Vivian H. Floyd
Witness:

VIVIAN H. FLOYD
Printed name of witness

Robert L. Davis
ROBERT DAVIS

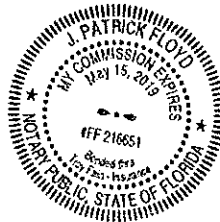
J. Patrick Floyd
Witness:

J. PATRICK FLOYD
Printed name of witness

STATE OF FLORIDA
COUNTY OF FRANKLIN

The forgoing instrument was acknowledged before me this 1 day JUNE
2017, by ROBERT DAVIS (☒) who is personally known to me or (☐) who has/have
produced Florida ID and personal knowledge as identification and who (☐) did or
(☐) did not take an oath.

J. Patrick Floyd
Notary Public
J. PATRICK FLOYD



06/01/2017 4:18 PM FAX 8506532929+ JAMES A HARRIS JR CFC 0002/0002
 TC906F 10 T29 ACS Tax Collection System Collections System Inquiry
 Bill No. Parcel No. Name Tax Deed Application
 1648300.D R 01-09S-08W-8330-0161-0060 DAVIS ROBERT T
 2010

ase Cert # 1484 2010 Applicant : C & D TRUST
 pplic Date 4/28/2017 9990278 : P.O. BOX 8442
 ertify Date 4/28/2017 : SOUTH PORT, FL 32409

| CertBill# | A/O | Cert# | Sold | Face | TC Fee | Interest | TOTAL | Int% |
|--------------|-----|-------|---------|---------|--------|----------|---------|-------|
| 1648300I2010 | A | 1484 | 5282010 | 2500.84 | | 1643.08 | 4143.92 | 9.50 |
| 1652700I2011 | O | 23 | 5272011 | 2615.09 | 6.25 | 1237.62 | 3858.96 | 8.00 |
| 1653600I2012 | O | 1289 | 5252012 | 2342.72 | 6.25 | 863.88 | 3212.85 | 7.50 |
| 1649700I2013 | O | 1081 | 5242013 | 2471.03 | 6.25 | 459.49 | 2936.77 | 4.75 |
| 1652400I2014 | O | 1034 | 5302014 | 2845.27 | 6.25 | 1493.77 | 4345.29 | 18.00 |
| 1653200I2015 | O | 1015 | 5292015 | 2586.05 | 6.25 | 892.19 | 3484.49 | 18.00 |
| 1653200I2016 | O | 1061 | 5272016 | 2520.22 | 6.25 | 288.59 | 2815.06 | 12.50 |

1654000 2016 CURRENT BILL 2612.39
 2500.84 APPLICANTS 24797.34 Total Certs 28084.73 *TOTAL TDA
 1643.08 Int Accrued 2612.39 Curr/Delinq 842.54 Interest 1.5%
 15380.38 OTHER(S) 200.00 Title Search 6.25 Redemption fees
 5235.54 Int Accrued 75.00 Applic Fee 28933.52 Balance Due
 37.50 Redeem fee 400.00 Clerks Fees
 st Pmt 4/28/2017 275.00 Rcpt 116113 Trn 473684 TDA-C & D TRUST
 PRESS ENTER TO CONTINUE) Action ? ..

**APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: 10/2/23**

SUBJECT: Parking Mitigation – 170 Water Street

AGENDA INFORMATION:

Agenda Location: New Business
Item Number: 2
Department: Building Department
Presenter: Bree Robinson

BRIEF SUMMARY:

See attached for full detail and supplemental documents – The City of Apalachicola does have an ordinance regarding parking mitigation, but does not have a map of available public parking spots or past participants. The funds paid into parking mitigation should have been placed in a set aside fund for future improvements, but were placed into general revenue.

There is a new business opening in town, Apalachicola Yacht Club, and their parking requirements are holding them up from receiving a business license – they are seeking to confirm 8 on-street parking spots in front of their property and are seeking to obtain 1 spot by claiming one public parking spot along Riverfront Park via parking mitigation. They have supplied 4 on-site parking spots. Clayton Mathis is the business representative if he wishes to speak on his request.

Staff recommends to approve 170 Water Street or Apalachicola Yacht Club in obtaining their business license now as to not hold up a local business from moving forward due to the City's lack of past maps and files – staff recommends to allow this business owner to count the 8 on-street parking spots bordering their lot towards their parking requirements and also buy into the APMF in the amount of \$5,000 for one spot as dictated in Ordinance 2018-02. This business would be listed as first priority for one parking spot allocation as the City rebuilds a parking mitigation map of all publicly-owned spots. As more future businesses encounter this issue, the City will need to keep a list of owed parking mitigation as the publicly-owned parking spots are mapped out and tallied.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

Motion to approve and confirm the use of 8 on-street parking spots in front of the Apalachicola Yacht Club, 170 Water Street, as part of their parking requirements.

+

Motion to approve the parking mitigation of one spot for Apalachicola Yacht Club, 170 Water Street, if they pay the \$5,000 fee for one public-owned parking spot as mentioned in Ordinance 2018-02 and staff setting this funding aside in the Apalachicola Parking Mitigation Fund.

FUNDING SOURCE: N/A

ATTACHMENTS: Staff Report + Attachments

STAFF'S COMMENTS AND RECOMMENDATIONS:

Staff recommends to approve with the note that this ordinance and process need to be updated – the updated map will be a large undertaking and will likely require surveys of some ROWs, vacant lots, etc.

Mayor
Brenda Ash

Commissioners
Anita Grove
Adriane Elliott
Despina George
Donna Duncan

CITY OF APALACHICOLA

192 Coach Wagoner Boulevard . Apalachicola, Florida 32320 .
850-653-9319 . Fax 850-653-2205 . www.cityofapalachicola.com

City Manager
Travis Wade

Finance Director

City Clerk
Lee Mathes

City Attorney
Dan Hartman

Bree Robinson – City Planner
9/18/23

Parking Mitigation

Background:

There is a local business seeking a business license and they have inquired about parking mitigation as mentioned in Section 111-288 (i) in the COA Land Development Code.

- 170 Water Street – Apalachicola Yacht Club
 - Increased intensity of use of an existing building (Sec 111-288 (i)(4)) at 170 Water Street has created a situation where the new business cannot receive their business license without complying with current parking requirements. City code allows on-street parking spots in C-1 to be used to comply with parking requirements. Please see below chart using information provided by the business representative and City Code for eating or drinking establishments:

| Business #'s: | Spots Required: |
|---------------------------|-----------------|
| 2 Employees on Peak Shift | 1 |
| 16 Tables for Service | 8 |
| 16 Stools for Service | 4 |

- The site currently has 8 adjacent on-street parking spots along Avenue D, which the business has requested be allocated/assigned and included in their parking requirement count. Before the intensity of use, this site served as a retail space with 2,320SF of interior space – by City LDC standards the former use of the property would have required one spot for employees, two for the first 1,000SF of floor space, and another 8 spots for the remaining 1,300SF of floor space (code required 2 spots for each additional 300SF used.) This equals 11 spots from the former building use, while the on-street parking was still limited to 8 spots. While the use of the space has intensified and the business now needs 13 parking spots to meet LDC parking requirements, it would be a fair assumption that the previous business in this location was already using the 8 on-street spots, so this new business asking for them to be included in their requirement calculation is understandable.
- With the 8 on-street spots allocated, the business needs 5 more parking spots to meet their requirement. They have created 4 on-site parking spots on the Water Street side of the property, meaning they only have 1 more parking spot to account for out of the required 13 spots.
- **REQUEST:** The new business is requesting confirmation that the 8 spots adjacent to their property are counted towards their parking requirement and are seeking a solution for the one remaining spot – business owner is within 500' of Riverfront Park public parking, and Battery Park public parking.
- **SOLUTION:** City Commission to agree to assign 1 Riverfront Park parking spot to this new business so they can proceed with obtaining their business license? City does not possess a complete map of past assigned parking mitigation and has not made an annual determination on the number of

publicly-owned parking spaces that are available for use as parking mitigation in C-1, C-4, and RF zones, as required by City code.

Staff Comments/Recommendations:

City does not possess a complete map of past assigned parking mitigation and has not made an annual determination in years on the number of publicly-owned parking spaces that are available for use as parking mitigation in C-1, C-4, and RF zones, as required by City code. As the City does not possess an old copy of the map of parking spots, it appears that this will require staff to create a new map of all publicly owned parking. The City Code states that parking mitigation should be available on a first-come, first served basis, up to a maximum of 15 spaces per development until all spaces have been subscribed. It continues to say that the City may make additional spaces available or suspend the availability of parking mitigation.

In the past there have been cases where the City agreed to let businesses mitigate their parking requirements by using City ROW for their needed parking – in return it was the applicant's responsibility to improve the ROW for purpose of parking. (Ex: The City agreed to let Water Street Hotel & Marina mitigate 36 parking spots by improving City ROW along Avenue I) Internal memory is an issue with COA records – many files and documents were lost after Hurricane Michael due to flooding. Current staff is not able to locate the map with noted parking mitigation on it as mentioned by former staff.

Note from former Staff:

"Note: at the time (2018) the ordinance was passed, the city was supposed to have established a parking mitigation fund in which mitigation funds would be placed and then used for additional parking projects and to create "parking pockets" on individual publicly-owned lots downtown. Not sure if that ever happened... (the reference is in the ordinance 2018-02 – should be easy enough to see if there is a APMF fund in the city budget)"

Sections of Ordinance 2018-02 are able to be found in Municode, but the Section XI that mentions the "Apalachicola Parking Mitigation Fund (APMF)" is not searchable on Municode. Ordinance 2018-02 was adopted on July 10th, 2018. It allocates a cost of \$5,000 per required spot that can be mitigated that is supposed to be deposited into the APMF fund when spots are mitigated and there is supposed to be a master map or list somewhere where staff kept up with this. Our current Finance Director confirmed that this fund was not created and it is not in our budget. Former staff confirmed there was never a fund created, but the received funds were placed into general revenue.

Staff Recommendation: Allow this business owner to buy into the APMF in the amount of \$5,000 for one spot as dictated in Ordinance 2018-02. This business would be listed as first priority for one parking spot as the City rebuilds a parking mitigation map of all publicly-owned spots. Once the map is completed, or while it is in progress, the City could consider an ordinance amendment for parking mitigation. Suggestions below:

- Golf Cart parking could be acknowledged
- Requirements should be based on a head count instead of by tables
- Building Occupancy Rating should be a factor
- Get new quotes based on criteria from Ordinance 2018-02 to update the \$5,000 cost and maintenance

Attachments:

- Clayton Mathis – email to commissioners, parking plan, and chart of requirements
- Sec. 111-288(i)
- Ordinance 2018-02
- Documents from Former Staff:
 - Workshop Notes
 - Parking Needs Analysis (Needs updates to evaluate current parking situation.)
 - 2017 Downtown Vacant Parcel Map (Also needs to be updated to current situation.)
- Email from Commissioner Grove on Former Staff projects
- Current Engineering Quotes of Cost of a Parking Spot
 - Current estimate for non-pervious single parking spot (not including land acquisition) = \$3,688
 - Need to be updated to encompass all details mentioned in Ordinance 2018-02

AYC Parking in downtown

Clayton Mathis <apalachicolayachtclub@gmail.com>

Tue 9/19/2023 11:02 AM

To: Bree Robinson <brobenson@cityofapalachicola.com>; Travis Wade <twade@cityofapalachicola.com>; Brenda Ash <bash@cityofapalachicola.com>; Despina George <dgeorge@cityofapalachicola.com>; Anita Grove <agrove@cityofapalachicola.com>; Donna Duncan <dduncan@cityofapalachicola.com>

 2 attachments (729 KB)

AYC - Parking and seating chart 2.xlsx; AYC - grounds sketch with parking.pdf;

Some people who received this message don't often get email from apalachicolayachtclub@gmail.com. [Learn why this is important](#)

Good morning Mayor and commissioners,

As you all may know, I have been working on renovation of the old Tin Shed building, and I am nearing completion with hopes to open as the Apalachicola Yacht Club within the next 3 weeks.

I have submitted my parking plan to Bree, and I have also attached a sketch of the property, adjacent parking, and added on-site parking. There are 8 parking spots facing the property on Ave D along with 28 other spaces located on Avenue D. There are 30 spots along Riverfront Park and we are a short walk away from Ten Foot Hole and Battery Park where there is ample parking as well. According to municode, my parking requirements should be the following;

Employees on peak shift: 2 employees=1 space
5 tables in front courtyard = 2.5 spaces
5 tables under rear hangar = 2.5 spaces
16 barstools inside = 4 spaces
6 tables inside = 3 spaces
TOTAL = 13 spaces

Since discovering the parking requirements via municode, I have added 4 on-site parking spaces in front of the hangar alongside Water Street as it is the only location the property can house any parking spots. I had hoped to use this for golf cart parking, as we know we are a high golf cart traffic town with the carts sometimes being in unauthorized spots can be an issue. If allowed to do so, this would allow parking for around 8-10 golf carts or it will allow for 4 FDOT approved sized parking spaces.

Per municode, a business is allowed parking mitigation up to 15 parking spaces through the city parking mitigation plan. I am humbly requesting the 8 spots that face the property on Avenue D be assigned to the Apalachicola Yacht Club, and I will also provide the on site parking spots along water street in front of the hangar/covered concrete pad. This would get me within 1 parking space of the requirements, which I hope we can come to an agreement on in order to not delay the opening of the Apalachicola Yacht Club. We've worked really hard on beautifying this corner, and hope to be open soon.

Thank you for your time, service to our city, and please reach out with any and all questions you may have. I look forward to coming to a solution for this issue.

Regards,

Clayton Mathis
Apalachicola Yacht Club
170 Water Street
Apalachicola, FL 32320
(864)490-4521

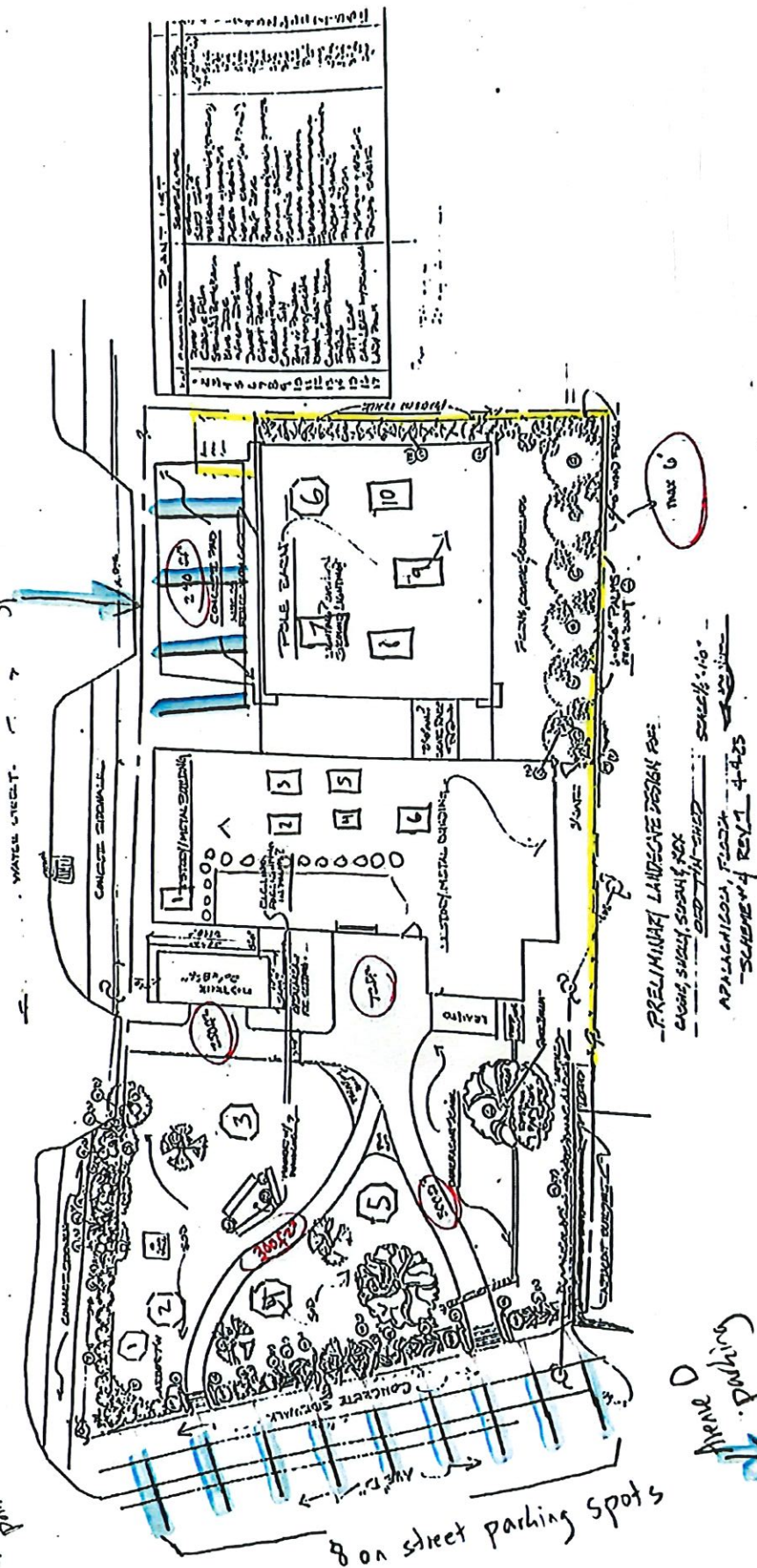
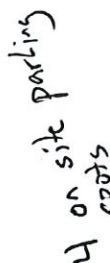
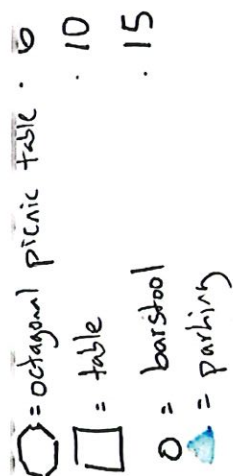
| | # of tables | # of parking spots required |
|-------------------|-------------|-----------------------------|
| Inside | 6 | 3 |
| Front courtyard | 5 | 2.5 |
| Back Covered Area | 5 | 2.5 |

| | # of barstools | |
|----------------|----------------|---|
| Inside | 16 | 4 |
| Peak Employees | 2 | 1 |

TOTAL 13

| | |
|-------------------------------|---|
| City spots alongside property | 8 |
| On site spots provided | 4 |

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PRELIMINARY LANDING PAGE

Case, Study, & X

CONFIDENTIAL

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SCHEMATA REVISED 4-25

SCHEMATIC REVISED 4-4-25

1

↓
Different Parking

8 on street parking spots

survival rate for wetland areas created/augmented during mitigation, for a period at least two years for herbaceous wetland communities, and for at least five years for forested wetland communities.

- b. Land development shall be consistent with a safe environment, adequate community facilities, and a desire to minimize environmental hazards.
 - c. No wastes shall be discharged into any waters of the Apalachicola Bay area without first being given the degree of treatment necessary to fully protect, and/or improve the present water quality adjoining this area.
- (3) All development within the special waterfront district shall comply with article I of this chapter and article I of chapter 115. The stormwater management plan will prohibit the use of herbicides in the special waterfront district.
 - (4) The bulk storage of hazardous materials, as defined by the Federal Environmental Protection Agency (EPA) Schedule 40 CFR 261, sbpts. C and D, is a specifically excluded use within the waterfront area. For the purposes of this section, the term "bulk storage" means more than 100 kilograms (220 pounds) of EPA-listed hazardous materials, and more than one kilogram (2.2 pounds) of EPA-listed acutely hazardous materials. In general, every effort should be made to secure small amounts of these materials, as well as common, less hazardous, chemicals and substances, from release into the environment.
 - (5) The storage and dispensing of petroleum products with the waterfront district is a permitted use under applicable department of environmental protection (DEP) rules pursuant to F.S. ch. 17.61 and applicable federal regulations.
 - (6) The use of natural vegetation erosion control structures is encouraged and preferred to the construction of rigid shore protection structures (seawalls, bulkheads, revetments, etc.). The constructions of vertical seawalls without armoring (rip rap, sandbags) on the waterward face are prohibited on natural water bodies.
 - (7) The alteration, other than approved maintenance, of mosquito ditches is prohibited.

(i) **Parking requirements.**

- (1) *Off-street parking.* Required off-street parking facilities shall be primarily for the parking of private passenger automobiles of occupants, patrons or employees of the principal use served. Parking for disabled persons shall be provided pursuant to F.S. § 316.1957.
- (2) *Definition of off-street parking.* There shall be provided at the time of the erection of any principal building or structure parking space with adequate provisions for ingress and egress no less than the following space requirements (when calculating the required number of parking spaces, fractional numbers of spaces go to the next whole number):
 - a. *Dwelling.* One parking space for each dwelling unit or room for rent.
 - b.

Offices, studios, and financial institutions. One off-street parking space for each two persons at work on peak shifts, plus one for each 500 square feet of floor space open to the public.

- c. *Retail establishments.* One off-street parking space for each two persons at work on peak shifts, plus two for the first 1,000 square feet of floor space devoted to merchandising, plus two for each additional 300 square feet used. Jason O'Shea
 - d. *Eating and/or drinking establishments.* One off-shore parking space for each two persons at work on peak shifts, plus one for each two tables for service, plus one for each four stools at the service counter. Clayton Manning
 - e. *Child care centers.* One off-street parking space for each two persons at work on peak shifts, plus one for each 500 square feet of floor space, plus adequate provisions for the loading and unloading of children off of the public right-of-way, subject to site plan approval.
 - f. *Marinas.* One off-street parking space for each wet slip, plus one off-street parking space for every three dry slips.
 - g. *All other permitted uses and structures.* One off-street parking space for each two persons at work on peak shifts, plus additional spaces as determined by the planning and zoning board.
- (3) Location of off-street parking. Required off-street parking will be provided either on the same parcel of land as the principal building or structure or on a separate parcel located within 500 feet of the principal building or structure.
- (4) On-street parking. An allowable commercial use of an existing building upon adoption of Ord. No. 91-7, adopted December 3, 1991, may use on-street parking as part of its required parking. An increase in the intensity of use of an existing building after the adoption of Ord. No. 91-7 on December 3, 1991, must comply with the parking requirements as provided in subsection (i)(2) of this section.
- (5) Where a parking lot does not abut on a public or private street, alley, or easement of access, there shall be provided an access drive not less than ten feet in width in the case of a dwelling, and not less than 18 feet in width in all other cases, leading to the loading or unloading spaces and parking or storage areas required hereunder in such a manner as to secure the most appropriate development of the property in question. Parking spaces shall be a minimum of ten feet by 20 feet and access aisles shall be a minimum of 18 feet in width.
- (6) Every parcel of land used as a public or private parking area, including a commercial parking lot, shall be developed and maintained in accordance with the following requirements:
- a. No part of any parking area shall be closer than five feet to any established road right-of-way or alley line. In case the parking area adjoins a residential district, it shall be set back at least five feet from the residential district boundary and shall be effectively screened

with landscaping, fence, wall or other approved materials.

- b. Any off-street parking area, including any commercial parking lot, for more than five vehicles shall be so graded and drained as to dispose of all surface water accumulation within the area and shall be so arranged and marked as to provide for orderly and safe loading or unloading and parking and storage of vehicles.
 - c. Any lighting used to illuminate any off-street parking area, including any commercial parking lot, shall be so arranged as to reflect the light away from adjoining premises in any residential district as well as to eliminate driving nuisance and highway safety hazards.
 - d. Any commercial parking area shall require a department of environmental regulation stormwater permit before a city development permit can be issued.
- (7) Off-street loading and unloading. In addition to the required off-street parking spaces, adequate off-street loading space, as determined by the building inspector, shall be provided so that no part of any commercial vehicle shall encroach or park upon any street, alley, sidewalk or public way during loading, unloading or servicing operations.
- (8) The city shall make a determination, on no less than an annual basis, of the number of publicly-owned parking spaces that are available for use as parking mitigation in the C-1, C-4 and RF districts. Parking mitigation, as provided in this subsection, shall be available on a first come, first served basis, up to a maximum of 15 spaces per development until all currently spaces have been subscribed. Thereafter, the city may make additional spaces available or suspend the availability of parking mitigation.
- (9) New commercial development or expanded intensity of an existing building use in the C-1, C-4 and RF districts may mitigate up to 50 percent of the required on-site parking through an approved mitigation plan as provided in subsection (h)(2)a2 of this section. This provision does apply to other zoning districts.
- (10) New commercial development within the C-1, C-4 and RF districts may use on-street parking to meet part of the required parking standard as provided in subsection (i)(2) of this section.
- (11) Restoration of an historic structure in the C-1, C-4 and RF districts may request waiver of up to 100 percent of required on-site parking not to exceed eight spaces. Documentation that the structure for which a waiver is sought qualifies as an historic structure, as provided in this subsection, shall be included in the request for waiver and be included as part of the permit application.
- (12) New development on a single lot (30 feet by 80 feet) within the C-1, C-4 and RF districts may mitigate up to 100 percent of parking not to exceed eight spaces.
- (13)

**CITY OF APALACHICOLA
ORDINANCE NO. 2018-02**

AN ORDINANCE AMENDING ORDINANCE 91-7 WHICH ADOPTS THE CITY OF APALACHICOLA LAND DEVELOPMENT CODE REVISING SECTION II (DEFINITIONS) BY ADDING NEW DEFINITION FOR LARGE SCALE COMMERCIAL ACTIVITY; PROVIDING FOR REVISIONS IN SECTION IV (ZONING DISTRICTS AND REGULATIONS) BY REPLACING SECTION 8 (d), ADDING SECTIONS 8(h) – 8(m), AND AMENDING C-1, C-2, C-4, RF; ADDING NEW SECTION XI (PARKING MITIGATION); PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Apalachicola finds that adequate parking is important for the economic success of Apalachicola's downtown commercial districts, and

WHEREAS, commercial properties in the downtown are too small to adequately accommodate required parking, and

WHEREAS, dispersing parking offsite is a way that serves multiple properties in a more efficient, cost effective and sustainable way, and

WHEREAS, a proportionate capital contribution to construct additional public parking is a fair and equitable method of apportioning the cost of such parking, and

WHEREAS, large scale commercial development is not consistent with the scale of development of certain commercial districts and therefore prohibiting large scale commercial activity in C-2 and setting a maximum building footprint in C-1, C-4, and RF districts, and

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

NOW THEREFORE BE IT ENACTED BY THE PEOPLE OF THE CITY OF APALACHICOLA, FLORIDA THE FOLLOWING ORDINANCE REVISIONS RELATING TO THE ABOVE REFERENCED SECTIONS OF THE LAND DEVELOPMENT CODE:

SECTION 1: LDC SECTION II -- LANGUAGE AND DEFINITION REVISIONS

SECTION II – LANGUAGE AND DEFINITIONS

Add definition for "Large Scale Commercial Activity" to read as follows:

Large Scale Commercial Activity – Commercial business of a large scale that requires a single building that exceeds an 8,500 square foot footprint.

SECTION 2: LDC SECTION IV – ZONING DISTRICTS AND REGULATIONS REVISIONS

SECTION IV – ZONING DISTRICTS AND REGULATIONS

Amend Section IV.E.8.d to read as follows:

On-Street Parking – An allowable commercial use of an existing building at the time of ordinance adoption (Ordinance 91-7 adopted December 3, 1991) may use on-street parking as part of their required parking. An increase in the intensity of use of an existing building after the adoption of Ordinance 91-7 must comply with the parking requirements as provided in Section 8b.

Add Sections IV.E.8.h – IV.E.8.m to read as follows:

h. The City shall make a determination, on no less than an annual basis, of the number of publicly owned parking spaces that are available for use as parking mitigation in the C-1, C-4 and RF districts. Parking mitigation as provided in this subsection shall be available on a first come, first served basis, up to a maximum of 15 spaces per development until all currently spaces have been subscribed. Thereafter, the City may make additional spaces available or suspend the availability of parking mitigation.

i. New commercial development or expanded intensity of an existing building use in the C-1, C-4 and RF districts may mitigate up to 50% of the required onsite parking through an approved mitigation plan as provided in Section IV.E.8. This provision does apply to other zoning districts.

j. New commercial development within the C-1, C-4 and RF districts may use on-street parking to meet part of the required parking standard as provided in Section 8b.

k. Restoration of an historic structure in the C-1, C-4 and RF districts may request waiver of up to 100% of required onsite parking not to exceed 8 spaces. Documentation that the structure for which a waiver is sought qualifies as an historic structure as provided in this subsection shall be included in the request for waiver and be included as part of the permit application.

l. New development on a single lot (30x80) within the C-1, C-4 and RF districts may mitigate up to 100% of parking not to exceed 8 spaces.

m. All proposed development within the C-1 and C-4 districts shall be encouraged to locate all onsite parking at the rear of the proposed development to meet onsite requirements. Developments that encumber five or more lots shall be required to incorporate parking at the rear. Shared use agreements with adjacent property owners is encouraged to reduce curb cuts for parking access.

Add to Section IV C-1 General Commercial Downtown Development Standards the following:

MAXIMUM BUILDING FOOTPRINT

A single commercial development building footprint may not exceed 8,500 square feet.

Add to Section IV C-2 Neighborhood Commercial Prohibited Uses the following:

5. Large Scale Commercial Activity

Add to Section IV C-4 Commercial District Development Standards the following:

MAXIMUM BUILDING FOOTPRINT

A single commercial development building footprint may not exceed 8,500 square feet.

Add to Section IV RF Riverfront District Development Standards the following:

MAXIMUM BUILDING FOOTPRINT

A single commercial development building footprint may not exceed 8,500 square feet.

SECTION 3: LDC SECTION XI – PARKING MITIGATION

SECTION XI – PARKING MITIGATION

Section XI – Added to read as follows:

This section allows developers to substitute payments toward off-site parking for on-site parking in C-1, C-4, and RF districts.

The City shall establish and administer a dedicated municipal revenue fund, call the “Apalachicola Parking Mitigation Fund (APMF), whose purpose is to help fund operations, maintenance and improvements necessitated by the use of City-owned parking facilities by new building, structures or uses in the City’s commercial district, in order, among other things: to offset impacts from new buildings, structures or uses upon the availability of off-street parking spaces in municipal parking facilities; and to offset increases in the cost of operating and maintain municipal parking facilities that are attributable to the use of such facilities by new buildings, structures, and uses.

The fee shall be calculated by multiplying the number of required parking spaces for the principal buildings, structures, or uses to be provided for designated City parking areas by the rate of \$5,000 per required parking space. The rates are intended to offset the City’s reasonable cost to construct new parking facilities of each type, and to maintain them for a period of thirty (30) years.

Prior to the issuance of a building permit for a principal building, structure, or use a portion of whose required parking is provided at a municipal parking facility under this subsection, the owner of such principal building, structure, or use shall deposit the total dollar amount due for its Parking Mitigation Fee in the APMF Fund as a one-time mitigation fee.

The City shall contribute the payments to a parking fund specifically set aside to provide public parking serving the commercial districts. All monies received as fees imposed by this section shall be deposited and held, together with interest thereon, in a public parking mitigation fund hereby created, and shall be expended from that fund only for the purpose of creating new public parking. The cost of creating public parking shall include all costs related to land acquisition, design, permitting, drainage, mitigation, and construction of lighted and paved public parking, including engineering, legal, consulting, and internal overhead costs.

Required parking spaces for non-residential uses may be mitigated through pro-rata contributions to the Apalachicola Parking Mitigation Fund. Mitigation is not allowed for residential uses. Mitigation may be used to offset up to half of the required parking spaces for a development. The other half must be met by onsite or approved offsite requirements as established in the code unless otherwise referenced for historic structures or development on one lot as identified in Chapter IV Section 8.

Not certificate of occupancy shall be issued until complete payment has been received by the City or the City has:

- a. Approved an agreement providing for a phases payment plan. In no case shall payments be deferred for more than two (2) years;
- b. Approved an agreement providing for the deferred construction or occupancy of floor space for which parking has not been mitigated; or
- c. Approved other arrangements providing for required parking to serve the proposed use within twelve (12) months of the application. In no case shall arrangements include a parking variance.

All proposed parking mitigation contributions shall be placed in the Apalachicola Parking Mitigation Fund which shall be used exclusively to establish parking to serve non-residential uses in the commercial districts.

The monies in the parking fund may be allowed to accumulate from year to year until the City Commission determines to expend the monies in the fund for the purposes specified.

SECTION 4: All ordinances or parts of ordinances in conflict herewith, to the extent of such conflict are hereby repealed.

This Ordinance was read and adopted on July 10, 2018. Motion to
adopt Ordinance made by Commissioner Ash, second by
Commissioner Bartley.

Voting Aye: MAYOR JOHNSON, ELLIOTT, ASH, BARTLEY, GROVE
Voting Nay: NONE

FOR THE CITY COMMISSION OF THE
CITY OF APALACHICOLA

ATTEST:

Lee Mathes
Lee Mathes, City Administrator

Van W. Johnson, Sr.
Van W. Johnson, Sr., Mayor

City Commission/P&Z Joint Workshop – March 6 – Parking

2018

Why are we talking about this?

The City adopted Land Development Regulations that are consistent with the concurrency provisions of the City's Comp Plan and the State's Growth Management Principles. Those regulations require adequate parking be provided as part of proposed development. In the downtown area, the City's parking provisions require modest parking provisions which, due to the small size of the lots and current build-out of existing buildings, are hard to meet.

This has created a hardship for the continued economic growth of the downtown but it nevertheless is required – you can't build a restaurant or hotel and not expect to provide parking for the activity. What staff and P&Z has been working on now for the past several months are both proposed changes to the land development regulations and the initiation of a parking mitigation program that will allow new development to provide for a portion of their parking by paying into a parking mitigation program. The funds collected from this program will go towards the construction of pervious parking "pockets" within the downtown district on City easements in the undeveloped Bowery section of town.

Here are the highlights of changes proposed in the C-1, C-4 and RF district.

1. Propose allowing new construction on vacant lots to use on-street parking to meet part of the required parking. The code currently provides for existing buildings to use on-street parking. This provides parity for new development and is consistent with the concept of promoting a pedestrian-friendly downtown district by reducing the number of curb cuts.
2. Propose requiring an increase in the intensity of use of an existing building to comply with parking requirements. (going from an office use to a restaurant or transient lodging use will require complying with parking regs for such use) but provides for the mitigation of up to 50% of the required onsite parking of the increased use.
3. Propose allowing new construction on more than one lot to mitigate up to 50% of required onsite parking not to exceed 15 spaces per any one development.
4. Propose allowing new development on a single lot within the C-1, C-4 and RF district to mitigate up to 100% of parking not to exceed 8 spaces.
5. Propose allowing redevelopment of historic structure to request waiver of up to 100% not to exceed 8 spaces.
6. Propose requiring all new development within C-1 & C-4 for five or more lots to locate onsite parking at the rear of the proposed development.
7. Propose requiring that city adopt a concurrency management system to keep a tally on the number of publicly-owned parking spaces until all available spaces have been subscribed.
8. Propose adopting mitigation program – the fee per space to be calculated by multiplying the number of required parking spaces by the rate of \$5,000 per required parking space.
9. Propose adopting a definition of large scale development.

Parking Analysis and Needs Assessment for Downtown Commercial Districts in the City of Apalachicola – February, 2018

Executive Summary

The purpose of this paper is to analyze the parking need based on vacant and uninhabited commercial properties within the City's downtown commercial areas for the purpose of determining appropriate parking mitigation measures. The data used for analysis was collected as part of an overall analysis of commercial land uses completed in Summer 2016 the City of Apalachicola Planning Department with ground-truthing assistance from the Apalachicola Main Street organization.

Background

The layout of the City of Apalachicola is on a grid of Blocks and Lots. Blocks are generally assemblages of 10 to 20 lots, but many Blocks are comprised of other numbers of lots. Historically, some of the lots have been re-platted (into larger parcels) so that they no longer conform to the original City plat. In addition, development has taken place on multiple lots. The Franklin County Property Appraiser has grouped the lots of the City into tax parcels. Tax parcels differ from lots in that several lots may be grouped together into a common development. The tax parcel is the logical unit to be used for analysis of development even though technically, development standards are applicable to lots. It is understood that the following parking calculations may be dramatically increased if a significant number of the parcels contain more than one vacant lot. For the purpose of this analysis, however, tax parcels to which a structure can logically be attributed and a land use be assigned were used.

The City's downtown district is divided into 3 zoning classifications C-1, C-4 and RF.

Methodology

A windshield survey was completed in May 2016 of all commercial lots in the City. The commercial properties were surveyed and analyzed by both lot and tax parcel identification.

The Commercial and Mixed Use Residential tax parcels were surveyed according to a methodology to describe the current local land use as of the date of the paper. The use categories Vacant Parcels, Occupied Commercial Structures, Residential Structures, Institutional Structures, and Uninhabited Structures were used. It is thought that these categories would serve to describe general use rather specific commercial application that can easily change with new rental agreements.

Following the survey, the City Planning Department assembled the information about the commercial areas and digitized the results into a GIS format and uploaded to the City website with use layers that can be turned on/off for easy identification.

Parking Calculations

For the purpose of this analysis, each parcel was assigned a parking needs factor of between six to eight spaces based on a mid range per lot assumption of two story use with commercial retail downstairs and residential or transient lodging upstairs. It is understood that intensity use may be greater or less per lot depending on actual build-out use and actual number of lots encumbered.

The following is a breakdown of that research.

The Districts

C-1: The C-1 Zoning District is comprised of 315 platted lots. 73 of the lots are nominally 60' x 100' rectangular lots, with 95 of the lots being true 60'x100' lots and 13 being irregular configurations. The remaining 202 C-1 lots are comprised of 188 true 30' x 80' rectangular lots and the remainder being irregular lots. The C-1 zone is comprised of 164 tax parcels.

Vacant Parcels: 28 (168-224 parking spaces needed)
Occupied Commercial Structures: 95
Residential Structures: 12
Institutional Parcels: 22
Uninhabited Structures: 9 (54 to 72 parking spaces needed)

Parking to accommodate new construction of vacant lots/redevelopment of uninhabited structures:

222-296 parking spaces needed to accommodate Total Build-out of 28 vacant parcels and 9 uninhabited structures in the C-1 district

C-4: The C-4 Zoning District is comprised of 221 platted lots. Of these, 200 are 30' x 80' lots and 21 are configured irregularly. These lots are grouped into 33 tax parcels.

Vacant Parcels: 7 (42-56 parking spaces needed)
Occupied Commercial Structures: 8
Residential Structures: 6
Institutional Parcels: 6
Uninhabited Structures: 1 (6-8 parking spaces needed)

Parking to accommodate new construction of vacant lots/redevelopment of uninhabited structures:

48-64 parking spaces needed to accommodate Total Build-out of 7 vacant parcels and 1 uninhabited structure.

RF: The RF Zoning District is comprised of 68 platted lots of various sizes. These lots are groups into 60 tax parcels. This zoning district is more complicated to characterize, as the tax parcels are frequently associated with sovereign submerged land rights. Structures, such as docks and piers are sometimes broken out as separate tax parcels and sometimes they are included with the landward parcel, especially in older developments. In addition, specialty commercial applications, such as the Water Street Hotel are broken into 10 tax parcels, owned by 6 owners. In this case all tax parcels are counted separately and the dock parcels are counted separately and broken out as a separate land use category. Some multiple-tax parcels have vacant land that is used for vacation boat parking, associated with the primary land use. This is not counted as vacant land. In addition, 14 riverfront lots owned by the City are in Scipio Creek and as such are not considered to be developable parcels and are not counted.

Vacant Parcels: 1 (6 -8 parking spaces needed)
Occupied Commercial Structures: 28
Residential Structures: 3

Institutional Parcels: 21
Uninhabited Structures: 3 (18 – 24 parking spaces needed)
Sovereign Submerged Land Lease Parcels: 3

Parking to accommodate new construction of vacant lots/redevelopment of uninhabited structures:

24 – 32 parking spaces needed to accommodate Total Build-out of 1 vacant parcel and 3 uninhabited structures in the RF district

TOTAL of C-1, C-4 and RF parcels:

Vacant Parcels: 36
Occupied Commercial Structures: 131
Residential Structures: 21
Institutional Parcels: 49
Uninhabited Structures: 13
Total: 460

Total Parking Need to accommodate Total Parcel Build-out of C-1, C-2, C-4 and RF districts vacant parcels and uninhabited structures.

294 – 392 parking spaces needed to accommodate Total Build-out of 36 vacant parcels and 13 uninhabited structures.

Conclusion:

At full build-out, the City will require roughly between 300 to 400 parking spaces to accommodate moderate use of vacant and redevelopment efforts. The City currently has public easement property suitable for conversion to public parking to accommodate up to approximately 250 parking spaces based on a windshield survey and GIS analysis of property. If the City adopts a proposed parking mitigation plan which would allow new construction to mitigate up to 50% of its needed parking, the mitigation program would absorb approximately 150 to 200 spaces of required parking for new construction and between roughly 80 to 100 spaces for 100% mitigation redevelopment efforts.

Within a 10 -15 year planning horizon, it is conceivable that a mitigation program utilizing public easement space may be adequate to absorb new development and redevelopment efforts. As reflected by the parking needs analysis, however, the City will still need to plan for additional parking beyond the planning horizon to accommodate total build-out.

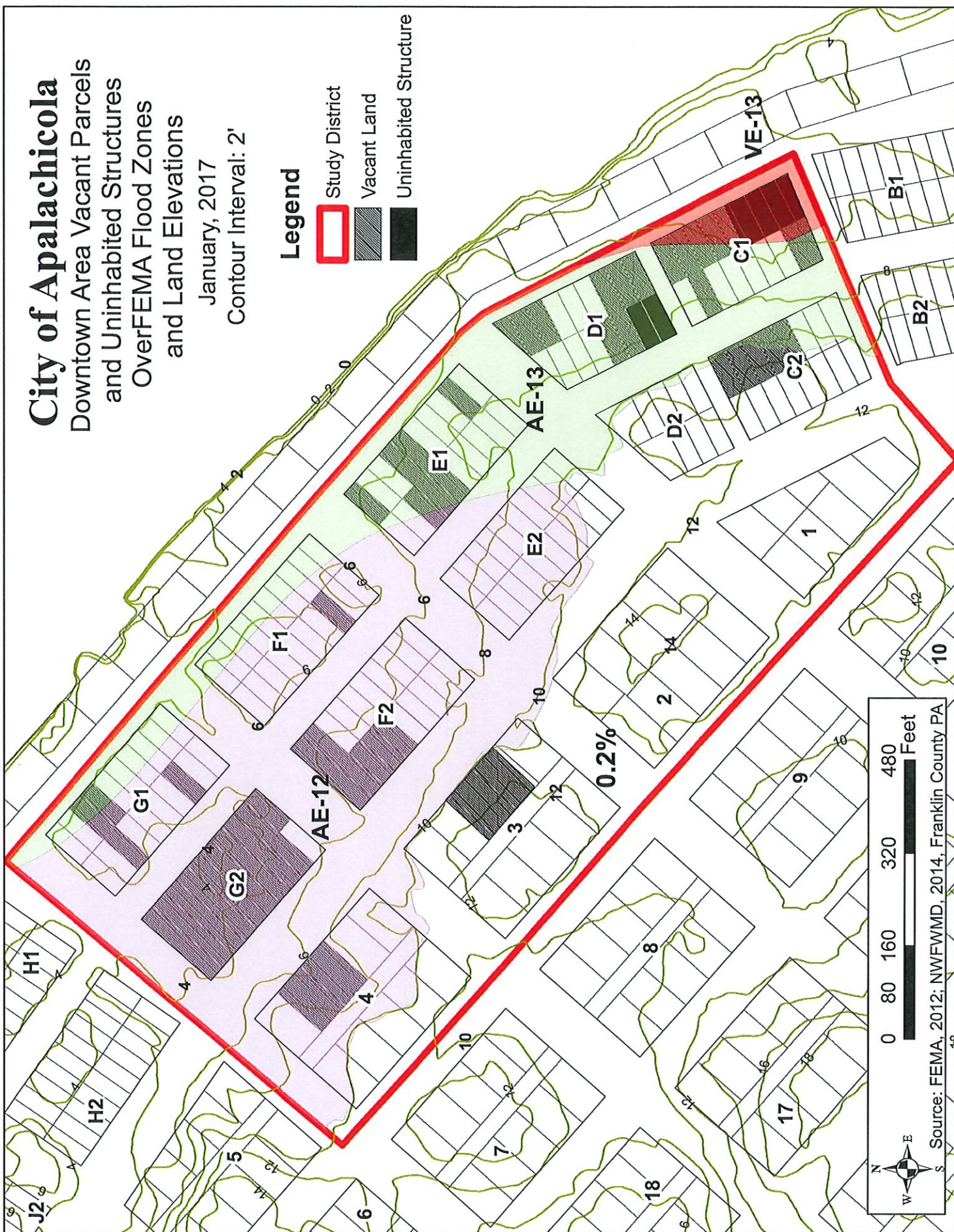
City of Apalachicola

Downtown Area Vacant Parcels and Uninhabited Structures OverFEMA Flood Zones and Land Elevations

January, 2017
Contour Interval: 2'

Legend

- Study District
- Vacant Land
- Uninhabited Structure



Parking Mitigation Plan

Anita Grove

To: Bree Robinson <brobenson@cityofapalachicola.com>; Travis Wade <twade@cityofapalachicola.com>; Pamela Erwin <perwin@cityofapalachicola.com>; Cindy Clark <baymedia@fairpoint.net>; Brenda Ash <bash@cityofapalachicola.com>; Despina George <dgeorge@cityofapalachicola.com>; Adriane Elliott <aelliott@cityofapalachicola.com>; Donna Duncan <dduncan@cityofapalachicola.com>

Some people who received this message don't often get email from anitaagrove@gmail.com. [Learn why this is important](#)

I spoke with Betty Webb this morning about the parking mitigation plan. She said **yes there is a formal policy** that the commission passed. There should be a copy in the Policy books that used to be in Lee's old office. Also, there should be a copy with the Land Development Code book. There is also a map that shows who mitigated parking where so that we did not use the same parking spaces for mitigation twice. It was purposefully flexible because different businesses had different requirements. Cindy knows a bit about the plan also.

Projects she could remember included:

-Water Street Hotel mitigated parking by paving the shoulders and creating parking on Commerce and on Ave I. It is on city property but they paid and arranged for the contractor to complete it. It could not be built until this was arranged.

-Veranda's (Lou's now) created several spots on Avenue D next to People's South Bank on 4th Street and they paid \$12,500 that helped pay for the curb cut and rocking the city parking lot behind the old city hall and the old fire station.

-Sam Gilbert paid in funds to create the handicap parking spots at Riverfront park. I'm sure he would remember how much he paid and what he had to do.

Also, if you remember the recent issue with parking on Water Street, I think this is what John Bone was referring to with the spots he said were approved when he opened the businesses.

Betty also said P & Z had to approve the parking plan. Then it was brought to the city if city property was involved.

Parking should come up when people apply for business licenses and/or they expand their business or change the use. I'm concerned that Clayton is ready to open and he does not have or we don't have his parking plan. How many spots does he need?

She said there was a lot of discussion about how much a spot costs. Costs or mitigation actions need to be enough to cover for any years. I know Cindy and I had discussions about the cost which was in the thousands of dollars.

The money was not kept in a separate fund. It was put in general revenue. There was talk about banking the funds in an account for a parking garage in the future but the city got a CDBG and built the large lot one Avenue I and Market Street that is not heavily used.

The next steps in my mind are to find the policy and maps. Decide on a cost per space to mitigate, establish line item in the budget where we keep track of the funds so that we can develop more parking in the future.

Anita

**PRELIMINARY COST ESTIMATE
PARKING LOT DEVELOPMENT
CITY OF APALACHICOLA, FLORIDA
August 10, 2023**

| Item No. | Description | Quantity | Unit | Unit Cost | Extension |
|----------|----------------------------|----------|------|--------------|---------------|
| 1 | Mobilization | 1 | LS | \$ 25,000.00 | \$ 25,000.00 |
| 2 | Geometric Controls | 1 | LS | \$ 2,500.00 | \$ 2,500.00 |
| 3 | Demolition | 1 | LS | \$ 15,000.00 | \$ 15,000.00 |
| 4 | Earthwork | 1,000 | CY | \$ 20.00 | \$ 20,000.00 |
| 5 | Stormwater Management | 1 | LS | \$ 30,000.00 | \$ 30,000.00 |
| 6 | Curb & Gutter | 1,600 | LF | \$ 30.00 | \$ 48,000.00 |
| 7 | Pavement Buildup | 3,960 | SY | \$ 45.03 | \$ 178,318.80 |
| 8 | Striping & Signage | 1 | LS | \$ 6,000.00 | \$ 6,000.00 |
| 9 | Erosion & Sediment Control | 1 | LS | \$ 20,000.00 | \$ 20,000.00 |
| 10 | Site lighting | 1 | LS | \$ 75,000.00 | \$ 75,000.00 |
| 11 | Landscaping | 1 | LS | \$ 20,000.00 | \$ 20,000.00 |

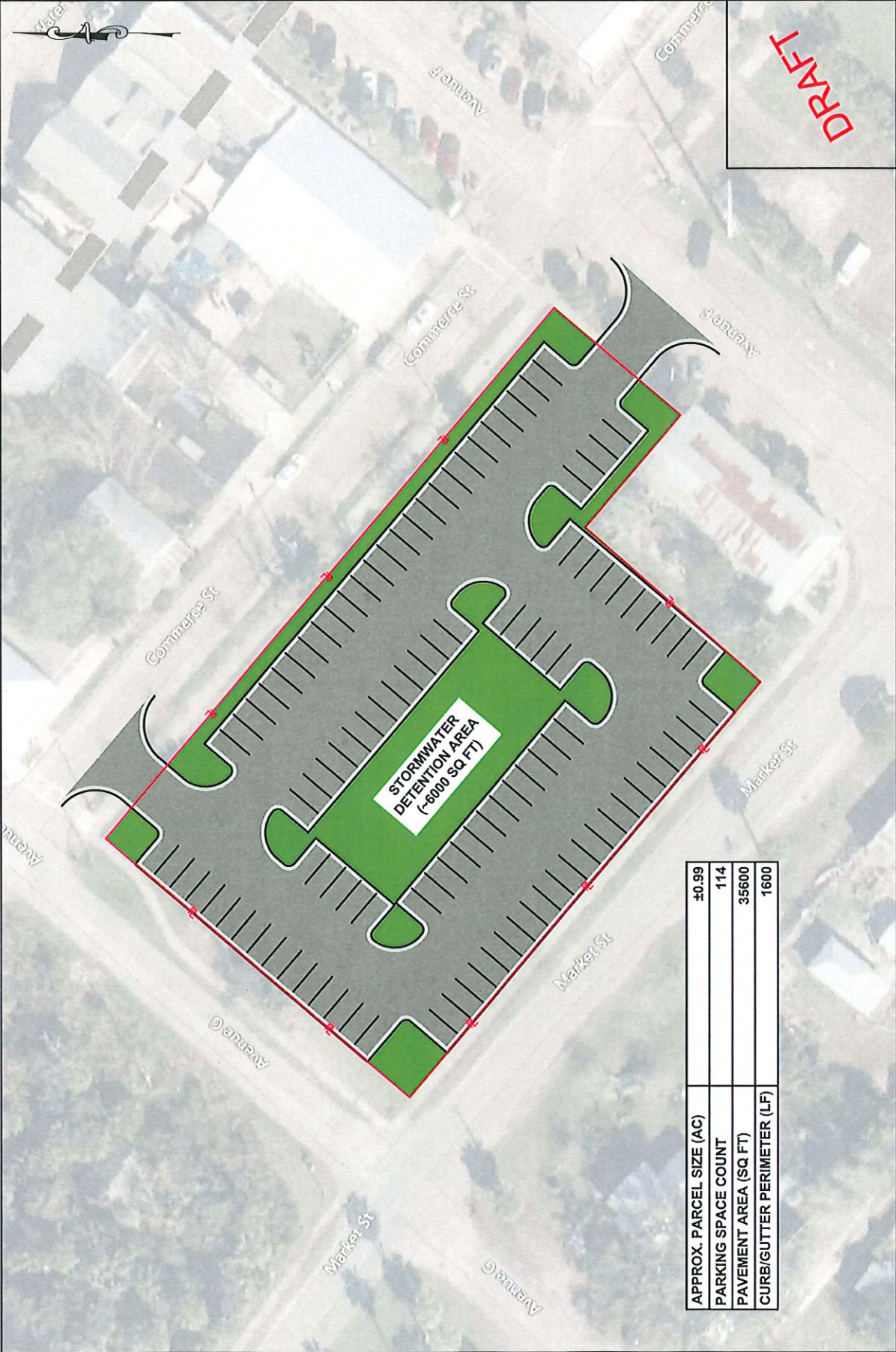
| | | |
|---|----|------------|
| Construction Subtotal | \$ | 439,800.00 |
| Contingency (10%) | \$ | 44,000.00 |
| Construction Total | \$ | 483,800.00 |
| Estimated Preliminary Engineering | \$ | 41,900.00 |
| Estimated Construction Engineering & Inspection | \$ | 22,500.00 |

| | | |
|------------------------------|----|------------|
| Total Construction Cost | \$ | 548,200.00 |
| Cost Per Parking Space (114) | \$ | 4,800.00 |

| | | |
|---|----|--------------|
| Property Cost | \$ | 945,000.00 |
| Total Project Cost | \$ | 1,493,200.00 |
| Cost Per Parking Space Including Property Acquisition (114) | \$ | 13,100.00 |



Cost estimates are made on the basis of the Engineer's experience, qualifications, and professional judgment. Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over competitive bidding or market conditions, Engineer cannot and does not guarantee or warrant that proposals, bids or actual construction cost will not vary from the above cost estimate. CDG cannot be responsible for variations in costs due to market fluctuations and unit cost increases. Cost estimate above assume burden of cost for utility relocations shall be borne by applicable utility provider. Any and all right-of-way acquisition is the responsibility of the project sponsor.



DRAFT

| | |
|----------------------------|-------|
| APPROX. PARCEL SIZE (AC) | ±0.99 |
| PARKING SPACE COUNT | 114 |
| PAVEMENT AREA (SQ FT) | 35600 |
| CURB/GUTTER PERIMETER (LF) | 1600 |

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HAF

- does not include land acquisition

PARKING LOT COST ESTIMATE (ASPHALT SURFACE)

SMALL LOT (10 TO 30 SPACES) USE 20 SPACES FOR ESTIMATE

20 SPACE PARKING LOT WILL REQUIRE APPROXIMATELY 7,000 SF

August 9, 2023

| PAY ITEM NO. | PAY ITEM DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | PAY ITEM AMOUNT |
|--------------|---|-------------------|------|---------------------------------|--------------------|
| | MOBILIZATION | 1.0 | LS | \$5,000.00 | \$5,000.00 |
| | MAINTENANCE OF TRAFFIC | 1.0 | LS | \$1,000.00 | \$1,000.00 |
| | REGULAR EXCAVATION (0.5' OF EXISTING SURFACE) | 400.0 | CY | \$8.00 | \$3,200.00 |
| | TYPE B STABILIZATION (to prepare base) | 780.0 | SY | \$5.00 | \$3,900.00 |
| | ASPHALT (IMPERVIOUS SURFACE) | 7000.0 | SF | \$6.00 | \$42,000.00 |
| | PARKING BLOCKS (CONCRETE) | 20.0 | EA | \$75.00 | \$1,500.00 |
| | LANDSCAPING | 1.0 | LS | \$1,500.00 | \$1,500.00 |
| | STRIPING | 350.0 | LF | \$5.00 | \$1,750.00 |
| | | | | SUBTOTAL | \$59,850.00 |
| | | | | 15% CONTINGENCY | \$8,977.50 |
| | | | | CONSTRUCTION ESTIMATE | \$68,827.50 |
| | | | | SURVEY, DESIGN & CEI | \$12,388.95 |
| | | | | TOTAL | \$81,216.45 |
| | COST PER PARKING SPOT (20 SPACE LOT) | \$4,060.82 | | | |

PARKING LOT COST ESTIMATE (PERVIOUS PAVERS)

SMALL LOT (10 TO 30 SPACES) USE 20 SPACES FOR ESTIMATE

20 SPACE PARKING LOT WILL REQUIRE APPROXIMATELY 7,000 SF

August 9, 2023

| PAY ITEM NO. | PAY ITEM DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | PAY ITEM AMOUNT |
|--------------|---|-------------------|------|---------------------------------|-----------------|
| | MOBILIZATION | 1.0 | LS | \$5,000.00 | \$5,000.00 |
| | MAINTENANCE OF TRAFFIC | 1.0 | LS | \$1,000.00 | \$1,000.00 |
| | REGULAR EXCAVATION (0.5' OF EXISTING SURFACE) | 400.0 | CY | \$8.00 | \$3,200.00 |
| | PERVIOUS PAVERS (INCLUDES PAVERS AND FILL FOR VOIDS) | 7000.0 | SF | \$14.00 | \$98,000.00 |
| | PARKING BLOCKS (CONCRETE) | 20.0 | EA | \$75.00 | \$1,500.00 |
| | LANDSCAPING | 1.0 | LS | \$1,500.00 | \$1,500.00 |
| | STRIPING | 350.0 | LF | \$5.00 | \$1,750.00 |
| | | | | SUBTOTAL | \$111,950.00 |
| | | | | 15% CONTINGENCY | \$16,792.50 |
| | | | | CONSTRUCTION ESTIMATE | \$128,742.50 |
| | | | | SURVEY, DESIGN & CEI | \$23,173.65 |
| | | | | TOTAL | \$151,916.15 |
| | COST PER PARKING SPOT (20 SPACE LOT) | \$7,595.81 | | | |

brobinson@cityofapalachicola.com

From: Stephens, Joshua <JStephens@Dewberry.com>
Sent: Monday, August 14, 2023 10:10 AM
To: Bree Robinson
Subject: RE: Parking Spot Quote

paved parking spot- \$2,205.00
pervious parking spot- \$7,939.00

*Parking Spaces sized at – 22' x 10' parallel spaces

*Pervious Pavers pricing does not include system underdrain pipe

Joshua Stephens, PE

Staff Engineer

324 Marina Drive

Port St Joe, FL 32456-1832

D 850.571.1218



www.dewberry.com

**APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: October 3, 2023**

SUBJECT: Floodplain Variance for 145 6th Street

AGENDA INFORMATION:

Agenda Location: New Business
Item Number: 3
Department: Building Department
Contact: Keisha Messer, Floodplain Administrator
Presenter: Bree/Dan

BRIEF SUMMARY: Owners of 145 6th Street are seeking a floodplain variance related to their elevation requirements. The Land Development Code allows a variance for historic structures when recommended by a Floodplain Administrator and approved by the City Commission.

RECOMMENDED MOTION AND REQUESTED ACTIONS: Approval

FUNDING SOURCE: N/A

ATTACHMENTS: Floodplain Administrator recommendation, Floodplain variance application, and scope of project

STAFF'S COMMENTS AND RECOMMENDATIONS: Floodplain Administrator recommends approval.

September 19, 2023

Agenda Action Report
Prepared for the
Apalachicola City Commission

| | |
|------------------|---|
| ITEM | Floodplain Variance #2023-001 |
| INITIATED BY | Samantha Kilbourn, Vice President, Development White Sands Investment Partners, LLC |
| SUBJECT | Variance Request from City of Apalachicola Floodplain Regulations (Ordinance 2013-02) |
| PURPOSE | Variance from Section 107.4 of Ord. 2013-02 for Substantial Improvement for Historical Structure |
| PROJECT LOCATION | 145 6TH ST, Apalachicola, FL 32320 BL 63 Lots 9 & 10 Parcel # 01-09S-08W-8330-0063-0090 FIRM Panel # 12037C0526F |
| RECOMMENDATION | Approval of Variance Request Section 107-187(LDC, art. XVI, § 2(107.4)) – Proposed repair, improvement, or rehabilitation will not preclude the building's continued designation as an historic building and the variance is the minimum necessary to preserve the historic character and design of the building. |
| PRESENTED BY | Keisha Messer, CFM Floodplain Administrator |





Application for FEMA Variance- Historical Structure

GENERAL INFORMATION:

Property Owner Name/Address

BEACH FEVER, LLC
161 COMMERCE ST.
APALACHICOLA, FL 32320

Agent or Representative Name/Address

SAMANTHA KILBOURN
161 COMMERCE ST.
APALACHICOLA, FL 32320

Phone _____

Phone (850) 519-0575

Email _____

Email: SAMANTHA@WHITESANDSINVESTMENT.COM

Property Address, Legal Description, Parcel ID:

145 6TH ST., APALACHICOLA, FL 32320
BL 63 LOTS 9 & 10 / 01-09S-08W-8330-0063-0090

Current Zoning: R-1

Current Land Use: MIXED USE

Is the property part of a previously approved development proposal? ___Yes ___ ☒ No

If yes, provide the file/case number(s) _____

DETAILS OF THE REQUEST: (Add additional sheets if necessary)

A RENOVATION PERMIT APPLICATION HAS BEEN SUBMITTED FOR THE SUBJECT PROPERTY WHICH IS IN NEED OF SUBSTANTIAL REPAIRS. IT IS LISTED AS A HISTORICAL STRUCTURE ON THE FLORIDA MASTER SITE FILE AND SHOULD NOT BE REQUIRED TO BE ELEVATED TO THE CURRENT BASE FLOOD ELEVATION REQUIREMENT. THEREFORE, AN ADMINISTRATIVE VARIANCE IS BEING REQUESTED PURSUANT TO SEC. 101-63(1) & (2).

 9-15-23
Signature of Applicant/Authorized Agent and Date



FEMA VARIANCE APPLICATION

Applicants must acknowledge understanding of the following and initial each of the statements below. If you do not understand any of these, staff will explain them to you.

I understand that a non-conforming use or structure in a particular zoning district does not, in any way, provide justification for the granting of a variance. Furthermore, the existence of a permitted use or structure in adjacent districts does not constitute grounds for a variance.

On all variances, a majority vote is required. Action on this application by the Commission may be continued to a later meeting.

I understand that if variance is approved by the Commission, the applicant is required to obtain the appropriate building permits within 1 year from the date of the decision. If no permit is obtained within 1 year, the approval from the Commission becomes voided.

I understand that any person aggrieved by the final decision has the right to file a petition in Franklin County Circuit Court within 30 calendar days after the decision. Permits for construction may be granted prior to the expiration of this 30-day period, but an appeal will be revocation of the permit.

I understand that I, as the applicant, or my authorized representative must be present at all scheduled public meetings on the application.



I Understand that, if a variance from Section 107.4 of Ordinance 2013-02 is approved, that:

1. The variance will not preclude the structure's continued designation as a historic structure.
2. The variance is the minimum necessary to preserve the historic character and design of the original structure.



I have been notified in writing from the Community Official about the NFIP Flood insurance implications of variances.

After acknowledgement of these conditions, please make sure your application is complete prior to submission. Incomplete applications will be returned to the applicant.



Signature of Applicant/Authorized Agent and Date

CITY OF APALACHICOLA
BUILDING DEPT.
192 Couch Wagoner Blvd. 850-653-1522
APPLICATION FOR BUILDING PERMIT

DATE: 6-30-23 Permit Issued: _____ Permit Fee _____

OWNER'S NAME: BEACH FEVER, LLC Email: STEVEN@WHITESANDSINVESTMENT.CO

ADDRESS: 161 COMMERCE STREET

CITY, STATE & ZIP CODE: APALACHICOLA, FL 32320 PHONE # 850-203-3942

FEE SIMPLE TITLE HOLDER (IF OTHER THAN OWNER): _____

ADDRESS: _____

CITY, STATE & ZIP CODE: _____ PHONE # _____

CONTRACTOR'S NAME: SAMANTHA KILBOURN Email: SAM@MAXICF.COM

ADDRESS: P. O. BOX 582

CITY, STATE & ZIP CODE: EASTPOINT, FL 32328 PHONE # 850-519-0575

STATE LICENSE NUMBER: CBC1260690 COMPETENCY CARD # _____

ADDRESS OF PROJECT: 145 6TH ST., APALACHICOLA, FL 32320

PURPOSE OF PERMIT: RENOVATION

WILL THE STRUCTURE BE LOCATED AT LEAST 30 FEET FROM ANY BODY OF WATER?

☒ YES ☐ NO

PROPERTY PARCEL ID # 01-09S-08W-8330-0063-0090

LEGAL DESCRIPTION OF PROPERTY: BL 63 LOTS 9 & 10

IF THE APPLICATION IS FOR A COMMERCIAL PROJECT PLEASE LIST THE NAME OF THE BUSINESS:

BONDING COMPANY: _____

ADDRESS: _____ CITY, STATE & ZIP: _____

ARCHITECT'S/ENGINEER'S NAME: _____

ADDRESS: _____ CITY, STATE & ZIP: _____

MORTGAGE LENDER'S NAME: _____

ADDRESS: _____ CITY, STATE & ZIP: _____

WATER SYSTEM PROVIDER: CITY OF APALACHICOLA SEWER SYSTEM PROVIDER: CITY OF APALACHICOLA

PRIVATE WATER WELL: _____ SEPTIC TANK PERMIT NUMBER: _____

Application is hereby made to obtain a permit to do the work and installations as indicated. I certify that NO WORK or installation has commenced prior to the issuance of a permit and that all work will be performed to meet the standards of all laws regulating construction in this jurisdiction. I understand that a separate permit must be secured for electrical work, plumbing, signs, roofing, pools, furnaces, boilers, heaters, tanks, and air conditioners, etc. (applications may be emailed to towens@cityofapalachicola.com or dropped off at City Hall mailbox)

PURPOSE OF BUILDING:

☐ Single Family ☐ Townhouse ☐ Commercial ☐ Industrial ☐ Shed
☒ Multi-Family ☐ Swimming Pool ☐ Roof ☐ Sign ☐ Pole Barn
☐ Temp Pole ☐ Demolition ☐ Other _____
☒ Addition, Alteration or Renovation to building. RENOVATION

Distance from property lines: Front _____ Rear _____ L. Side _____
R. Side _____
Cost of Construction \$ 275,000.00 Square Footage 5,908sqft with porches
BPI _____ Flood Zone AE Lowest Floor Elevation _____
Area Heated/Cooled 3,350sqft # Of Stories 2 # Of Units 8
Type of Roof METAL Type of Walls WOOD Type of Floor WOOD
Extreme Dimensions of: Length 64'11" Height _____ Width 45'6"

WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOU PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT. For improvements to real property with a construction cost of \$2,500 or more, a certified copy of the Notice of Commencement is required to be submitted to this Department when application is made for a permit or the applicant may submit a copy of the Notice of Commencement along with an affidavit attesting to its recording. A certified copy of the Notice of Commencement must be provided to this Department before the second or any subsequent inspection can be performed. Filing of the documents that have been certified may be done by mail, facsimile or hand delivery.

NOTICE: City of Apalachicola Building Department does not have the authority to enforce DEED RESTRICTIONS or COVENANTS on properties.

OWNER'S AFFIDAVIT: I hereby certify that the information contained in this application is true and correct to the best of my knowledge. And that all work will be done in compliance with all applicable laws regulating construction and zoning.

Signature of Owner [Signature] Date 6/30/2023

Signature of Contractor [Signature] Date 6/30/23

Notary as to Owner
Date: 6-30-23

Notary as to Contractor
Date: 6-30-23

My Commission expires: 4-7-25

My Commission expires: 4-7-25

APPLICATION APPROVED BY: _____ BUILDING OFFICIAL.

(email to: towens@cityofapalachicola.com or drop off in City drop box)
(make checks payable to City of Apalachicola)



MAXIMUM ICF CONSTRUCTION

Samantha Kilbourn, CBC 1260690

P. O. Box 582

Eastpoint, FL 32328

850-519-0575

**PROJECT: BEACH FEVER, LLC
145 6th STREET, APALACHICOLA, FL**

RENOVATION - SCOPE OF WORK

- REMOVE & DISPOSE OF EXISTING CABINETS, TUBS & FIXTURES
- INSPECT AND REPAIR ANY WOOD ROT AT WALLS AND/OR SUBFLOOR AND ADD PLYWOOD & SIMPSON CONNECTORS AS NEEDED AS PER PLANS
- INSTALL NEW WINDOWS AND DOORS AS PER PLANS
- INSTALL NEW METAL ROOF
- INSTALL HARDIE BOARD SIDING
- REFURBISH PORCHES/RAILINGS
- REPAIR/UPGRADE MECHANICAL, ELECTRICAL & PLUMBING SYSTEMS & FIXTURES
- NEW INSULATION AS PER PLANS
- INSTALL GWB AS PER PLANS
- NEW CABINETS, COUNTERTOPS, BATH TILE & LVP FLOORING
- INTERIOR & EXTERIOR PAINT

**APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: October 3, 2023**

SUBJECT: Selection of auditor for financial audit for fiscal year ending September 30, 2023

AGENDA INFORMATION:

Agenda Location: New business
Item Number: 4
Department: Governing Body
Contact: Commissioner George
Presenter: Commissioner George

BRIEF SUMMARY:

Moran & Smith, LLP, Certified Public Accountants, has submitted a draft engagement letter to provide services to audit the financial statements of the city (as required by Sec. 218.39, Florida Statutes) for the fiscal year ending September 30, 2023. If accepted as presented or with other negotiated terms, this would be a renewal of Moran & Smith's previous contract for services and the city would not be required to follow the auditor selection procedures specified in Sec. 218.391, Florida Statutes.

If the commission chooses not to renew Moran & Smith's contract, the city's Audit Selection Committee must meet and issue an RFP for auditor services. The committee would report its ranking of at least three CPA firms to the city commission for consideration and selection of a firm.

RECOMMENDED MOTION AND REQUESTED ACTIONS: Renewal of Moran & Smith's contract or issuance of RFP for auditor services.

FUNDING SOURCE: Governing Body budget for Audit Services (\$ 50,000 budgeted)

ATTACHMENTS: 1) Moran & Smith LLP draft engagement letter

2) Sec. 218.391, Florida Statutes

3) Link to Florida Auditor General's Auditor Selection and Auditor Selection Committee

Guidance: https://flauditor.gov/pages/pdf_files/auditor%20selection%20guidance.pdf

PRESENTER'S COMMENTS AND RECOMMENDATIONS: The city commission to determine whether or not to renew Moran & Smith LLP's contract for services, with or without further negotiation of terms. If Moran & Smith LLP is to be retained, the commission should designate the Mayor or other designee to negotiate terms (if necessary) and sign the engagement letter. If the commission chooses to engage another firm, a meeting of the city's Audit Selection Committee should be scheduled to begin the selection process required by Florida Statutes.

Select Year: 2023 ▼ Go

The 2023 Florida Statutes

[Title XIV](#)
TAXATION AND
FINANCE

[Chapter 218](#)
FINANCIAL MATTERS PERTAINING TO POLITICAL
SUBDIVISIONS

[View Entire
Chapter](#)

218.391 Auditor selection procedures.—

(1) Each local governmental entity, district school board, charter school, or charter technical career center, prior to entering into a written contract pursuant to subsection (7), except as provided in subsection (8), shall use auditor selection procedures when selecting an auditor to conduct the annual financial audit required in s. [218.39](#).

(2) The governing body of a county, municipality, special district, district school board, charter school, or charter technical career center shall establish an auditor selection committee.

(a) The auditor selection committee for a county must, at a minimum, consist of each of the county officers elected pursuant to the county charter or s. 1(d), Art. VIII of the State Constitution or their respective designees and one member of the board of county commissioners or its designee.

(b) The auditor selection committee for a municipality, special district, district school board, charter school, or charter technical career center must consist of at least three members. One member of the auditor selection committee must be a member of the governing body of an entity specified in this paragraph, who shall serve as the chair of the committee.

(c) An employee, a chief executive officer, or a chief financial officer of the county, municipality, special district, district school board, charter school, or charter technical career center may not serve as a member of an auditor selection committee established under this subsection; however, an employee, a chief executive officer, or a chief financial officer of the county, municipality, special district, district school board, charter school, or charter technical career center may serve in an advisory capacity.

(d) The primary purpose of the auditor selection committee is to assist the governing body in selecting an auditor to conduct the annual financial audit required in s. [218.39](#); however, the committee may serve other audit oversight purposes as determined by the entity's governing body. The public may not be excluded from the proceedings under this section.

(3) The auditor selection committee shall:

(a) Establish factors to use for the evaluation of audit services to be provided by a certified public accounting firm duly licensed under chapter 473 and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy. Such factors shall include, but are not limited to, ability of personnel, experience, ability to furnish the required services, and such other factors as may be determined by the committee to be applicable to its particular requirements.

(b) Publicly announce requests for proposals. Public announcements must include, at a minimum, a brief description of the audit and indicate how interested firms can apply for consideration.

(c) Provide interested firms with a request for proposal. The request for proposal shall include information on how proposals are to be evaluated and such other information the committee determines is necessary for the firm to prepare a proposal.

(d) Evaluate proposals provided by qualified firms. If compensation is one of the factors established pursuant to paragraph (a), it shall not be the sole or predominant factor used to evaluate proposals.

(e) Rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to paragraph (a). If

fewer than three firms respond to the request for proposal, the committee shall recommend such firms as it deems to be the most highly qualified.

(4) The governing body shall inquire of qualified firms as to the basis of compensation, select one of the firms recommended by the auditor selection committee, and negotiate a contract, using one of the following methods:

(a) If compensation is not one of the factors established pursuant to paragraph (3)(a) and not used to evaluate firms pursuant to paragraph (3)(e), the governing body shall negotiate a contract with the firm ranked first. If the governing body is unable to negotiate a satisfactory contract with that firm, negotiations with that firm shall be formally terminated, and the governing body shall then undertake negotiations with the second-ranked firm. Failing accord with the second-ranked firm, negotiations shall then be terminated with that firm and undertaken with the third-ranked firm. Negotiations with the other ranked firms shall be undertaken in the same manner. The governing body, in negotiating with firms, may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time.

(b) If compensation is one of the factors established pursuant to paragraph (3)(a) and used in the evaluation of proposals pursuant to paragraph (3)(d), the governing body shall select the highest-ranked qualified firm or must document in its public records the reason for not selecting the highest-ranked qualified firm.

(c) The governing body may select a firm recommended by the audit committee and negotiate a contract with one of the recommended firms using an appropriate alternative negotiation method for which compensation is not the sole or predominant factor used to select the firm.

(d) In negotiations with firms under this section, the governing body may allow a designee to conduct negotiations on its behalf.

(5) The method used by the governing body to select a firm recommended by the audit committee and negotiate a contract with such firm must ensure that the agreed-upon compensation is reasonable to satisfy the requirements of s. 218.39 and the needs of the governing body.

(6) If the governing body is unable to negotiate a satisfactory contract with any of the recommended firms, the committee shall recommend additional firms, and negotiations shall continue in accordance with this section until an agreement is reached.

(7) Every procurement of audit services shall be evidenced by a written contract embodying all provisions and conditions of the procurement of such services. For purposes of this section, an engagement letter signed and executed by both parties shall constitute a written contract. The written contract shall, at a minimum, include the following:

(a) A provision specifying the services to be provided and fees or other compensation for such services.

(b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract.

(c) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed.

(8) Written contracts entered into pursuant to subsection (7) may be renewed. Such renewals may be done without the use of the auditor selection procedures provided in this section. Renewal of a contract shall be in writing.

(9) If the entity fails to select the auditor in accordance with the requirements of subsections (3)-(6), the entity must again perform the auditor selection process in accordance with this section to select an auditor to conduct audits for subsequent fiscal years.

History.—s. 65, ch. 2001-266; s. 1, ch. 2005-32; s. 15, ch. 2019-15.

September 19, 2023

To the Honorable Board of City Commissioners
and to the City Manger of the City of Apalachicola

We are pleased to confirm our understanding of the services we are to provide to the City of Apalachicola for the year ended September 30, 2023.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City of Apalachicola as of and for the year ended September 30, 2023. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Apalachicola's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Apalachicola's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures but will not be audited.

- 1) Management's Discussion and Analysis
- 2) Pension Plan – Schedule of Progress and Funding Schedule
- 3) Other Postemployment Benefits – Schedule of Progress and Funding Schedule
- 4) Budgetary Comparison Information

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Apalachicola's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements.

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment a reasonable user made based on the financial statements.

The objective also includes reporting on –

Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records of the City of Apalachicola and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgement and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements including the disclosures and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include test of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risks of material misstatement as part of our audit planning:

Management override of controls
Revenue recognition

According to GAAS these are two areas of significant audit risks.

Our audit of financial statements does not relieve you or your responsibilities.

Audit Procedures – Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope that would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICP professional standards and *Government Auditing Standards*.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Apalachicola's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist in preparing the financial statements and related notes of the City of Apalachicola in conformity with accounting principles generally accepted in the United States of America based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgement, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill knowledge, or experience, evaluate the adequacy and results of those services and accept responsibility for them.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met, following laws and regulations, and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidences. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements, compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud, or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, or grant agreements that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of the audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performances audits, or other studies. You are also responsible for providing management's views on our current findings, conclusion, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the City, however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is property of Moran & Smith LLP and constitutes confidential information. However, subject to applicable law and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Florida Auditor General or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Moran & Smith LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Florida Auditor General. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Christopher H. Moran is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit in March and to issue reports no later than June.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee including expenses, will not exceed \$32,000 for 2023. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 90 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement letter will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Reporting

We will issue a written report upon completion of our audit of the City of Apalachicola's financial statements. Our report will be addressed to the City Commission and the City Manager of the City of Apalachicola. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that the City of Apalachicola is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate with management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standard for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

We appreciate the opportunity to be of service to the City of Apalachicola and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return to us.

Sincerely yours,

Moran & Smith LLP

Moran & Smith LLP

RESPONSE:

Management Signature _____

Title _____

Date _____

September 19, 2023

To the Honorable Board of City Commissioners
and to the City Manger of the City of Apalachicola

We are pleased to confirm our understanding of the services we are to provide the City of Apalachicola for the years ended September 30, 2023, and 2024.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City of Apalachicola as of and for the years ended September 30, 2023, and 2024. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Apalachicola's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Apalachicola's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures but will not be audited.

- 1) Management's Discussion and Analysis
- 2) Pension Plan – Schedule of Progress and Funding Schedule
- 3) Other Postemployment Benefits – Schedule of Progress and Funding Schedule
- 4) Budgetary Comparison Information

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Apalachicola's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements.

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment a reasonable user made based on the financial statements.

The objective also includes reporting on –

Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records of the City of Apalachicola and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgement and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements including the disclosures and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include test of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risks of material misstatement as part of our audit planning:

Management override of controls
Revenue recognition

According to GAAS these are two areas of significant audit risks.

Our audit of financial statements does not relieve you or your responsibilities.

Audit Procedures – Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope that would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Apalachicola's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist in preparing the financial statements and related notes of the City of Apalachicola in conformity with accounting principles generally accepted in the United States of America based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill knowledge, or experience, evaluate the adequacy and results of those services and accept responsibility for them.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met, following laws and regulations, and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidences. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements, compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

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You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud, or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, or grant agreements that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of the audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performances audits, or other studies. You are also responsible for providing management's views on our current findings, conclusion, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

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The audit documentation for this engagement is property of Moran & Smith LLP and constitutes confidential information. However, subject to applicable law and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Florida Auditor General or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Moran & Smith LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Florida Auditor General. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Christopher H. Moran is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit in March and to issue reports no later than June.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee including expenses, will not exceed \$32,000 for 2023 and \$32,000 for 2024. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 90 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement letter will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Reporting

We will issue a written report upon completion of our audit of the City of Apalachicola's financial statements. Our report will be addressed to the City Commission and the City Manager of the City of Apalachicola. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that the City of Apalachicola is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate with management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standard for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

We appreciate the opportunity to be of service to the City of Apalachicola and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return to us.

Sincerely yours,

Moran & Smith LLP

Moran & Smith LLP

RESPONSE:

Management Signature _____

Title _____

Date _____

**APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: October 3, 2023**

SUBJECT: Encroachment Agreement Amendment Request

AGENDA INFORMATION:

Agenda Location: New Business
Item Number: 5
Department: Code Enforcement
Contact: Dan Hartman
Presenter: Bill Zester/Dan Hartman

BRIEF SUMMARY: Mr. and Mrs. Zester have an encroachment agreement for a concrete slab that is located in the City right-of-way. They have constructed a carport(accessory structure) over the slab (exceeding the length of the slab) and are requesting an amendment to the encroachment agreement that will allow the addition to the slab to remain.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

FUNDING SOURCE: N/A

ATTACHMENTS: The Zester's request

STAFF'S COMMENTS AND RECOMMENDATIONS:

September 13, 2023

Travis Wade, City Manager
192 Coach Wagoner Blvd.
Apalachicola, FL 32320

RE: Request to be placed on the October 2nd City Commission Meeting
For an Encroachment Agreement Amendment.

Dear Mr. Wade;

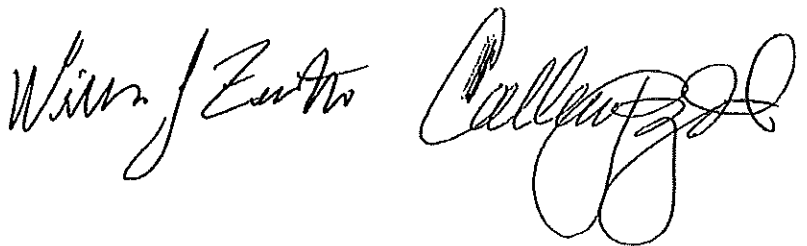
We constructed a Carport for our golf cart over an existing Encroachment Agreement for a concrete pad on our property (see attached). We are requesting the City Commissioners to amend this existing encroachment agreement to include a wood and metal roof, open carport to be used to shelter our golf cart. This request submitted on advisement of Dan Hartman, Esq. at the September 11th P & Z Meeting.

The carport is built to code 11' 4" x 11' 4" with a height of 8' down to 7' 6". It is 17' from the side of the road and 26' from the middle of the road on Avenue F. It overhangs the concrete pad by 42".

I have included with this letter of request: Existing Encroachment Agreement
Drawings of the Carport
Survey
Picture of the Carport

This structure enhances our street appeal while providing functionality for sheltering our golf cart.

William J Zester and Colleen Zester
101 12th Street
Apalachicola, FL 32320

The block contains two handwritten signatures in black ink. The signature on the left is 'William J Zester' and the signature on the right is 'Colleen Zester'. Both are written in a cursive, flowing style.

City of Apalachicola Encroachment/Variance Agreement

WHEREAS a request has been made to the City of Apalachicola by the owner(s) of the property set forth in the survey attached as Exhibit "A", property being more specifically described as **Lot(s) 10, Block 78**, pursuant to the official map of the City of Apalachicola, Franklin County, Florida now in common use, for the City to authorize the existing setbacks and encroachments of the metal carport located in the alley between Avenue F and Avenue G and 11th Street and 12th Street, sidewalk and concrete pad located on Avenue F, and concrete sidewalk located on 12th Street into the right-of-way as shown in attached Exhibit "A".

WHEREAS, said applicant(s) by their signature below hereby certify that they have provided all data and information regarding said property to the City and that the City has determined that it finds no objection or reason to deny the request; and

WHEREAS, said applicant(s) by their signature below hereby agree and bind the applicant(s) and all owners, successors and assigns of the subject property to the obligations, conditions and responsibilities set forth in this document and that such obligations and conditions shall constitute covenants that run with said land or property; and

WHEREAS, the applicant(s) hereby certify that their signatures set forth below as applicant(s) constitutes the total owners of the property and all persons who are required to bind the property to these conditions; and

WHEREAS, the applicant(s) and their successors and assigns by their signature below hereby agree to indemnify, hold harmless and defend the City of Apalachicola from and against all personal injury and property damage, claims, demands, suits or judgments which may be made against it by reason of said encroachment and existing setbacks or any characteristics thereof; and

WHEREAS, the applicant(s) by their signature below agree and bind said applicant(s) and their successors and assigns that this allowance of encroachments is subject to the rights of the City with respect to maintenance of any utilities that may underlie the said encroachments; and .

WHEREAS, the applicant(s), by their signature below hereby bind said applicant(s) and their successors and assigns to the agreement that the encroachment shall and may only be repaired and maintained, and that once the structure to which the encroachment is connected is destroyed by 50% or more as determined by the Building Inspector/Official this variance and agreement shall cease and the encroachment shall be removed; and

WHEREAS, the City Commission of the City of Apalachicola, based on the above certifications and agreements, has agreed to allow the existing encroachments conditioned upon the requirements set herein on the part of the applicant(s).

NOW, THEREFORE, conditioned and based on the agreements and requirements set forth herein, the City of Apalachicola has approved the existing encroachments illustrated in Exhibit "A" to extend onto City of Apalachicola property subject to said conditions.

Dated this 11th day of May, 2018.

FOR THE CITY OF APALACHICOLA

Van W. Johnson, Sr., Mayor

ATTEST:

Lee Mathes
Lee Mathes, MMC
City Administrator

By the signature(s) below, I/we hereby certify that I/we are the sole owners of the property on which the structure is principally located as set forth in the attached survey and that I/we by the signatures below agree, warrant and certify to the matters set forth above in this agreement and hereby bind our successors and assigns of the subject property to these conditions as covenants running with the land.

Executed this 1 day of August, 2018.

X Elizabeth A. Kirvin
Elizabeth A. Kirvin

Witness Signature: Kim Johnson
Printed Name: Kim Johnson

Applicant Signature: Milton B. Ward
Printed Name: Milton B. Ward

Witness Signature: Nancy Shuler
Printed Name: Nancy Shuler

Applicant Signature: Adie D. Ward
Printed Name: Adie D. Ward
X Debra Louise Ward
X Debra Louise Polovonis

STATE OF FLORIDA
COUNTY OF FRANKLIN

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgements, personally appeared Milton Ward, Adie D. Ward, Debra Louise Ward, Debra Louise Polovonis known to me to be Polovonis & the person(s) described in and who executed the foregoing instrument, who acknowledged before Elizabeth A. Kirvin me that they executed the same, that I relied upon the following form of identification of the above named person: personally known to me and that an oath (was) (was not) taken.

WITNESS, my hand and official Seal in the County and State aforesaid this 1 day of August 2018.

My Commission Expires:

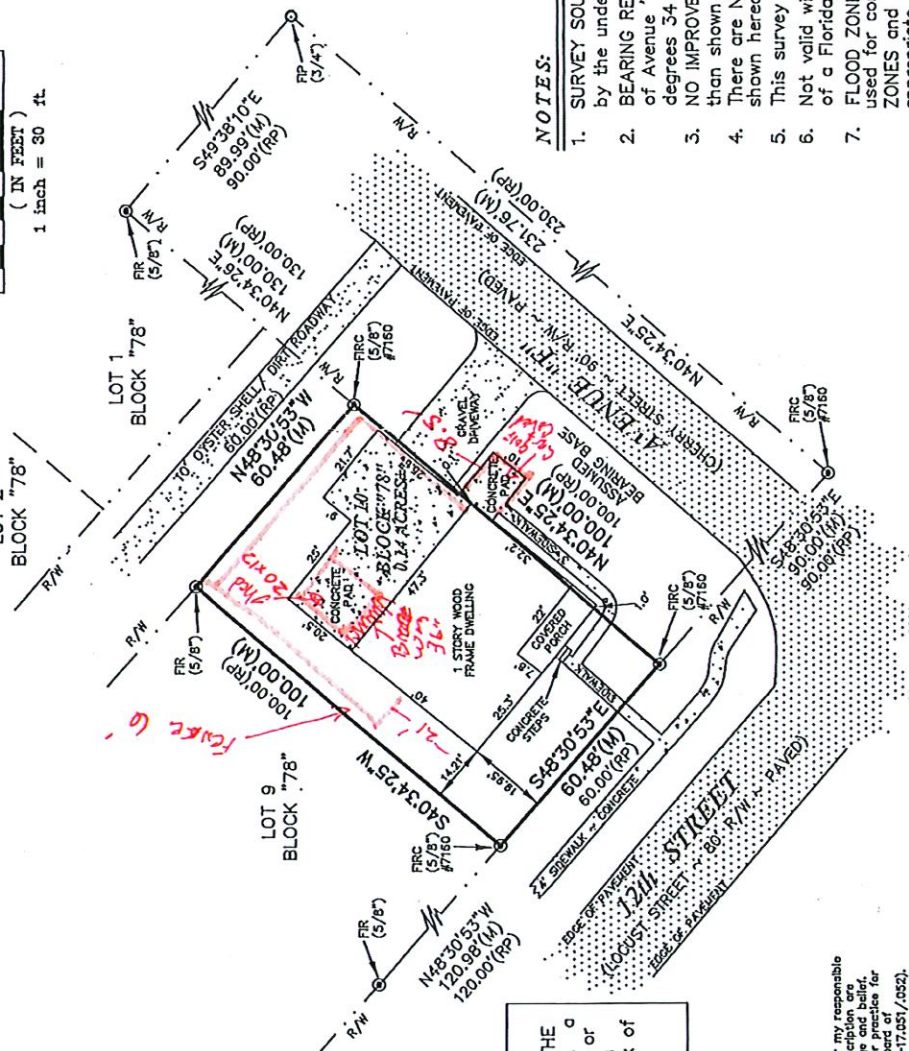
SEAL



Kim Johnson
NOTARY PUBLIC



GRAPHIC SCALE
(IN FEET)
1 inch = 30 ft



LEGAL DESCRIPTION:
Lot 10, Block "78" of THE
CITY OF APALACHICOLA, a
subdivision as per map or
plot thereof in common
use on file at the Clerk of
the Circuit Office in of
Franklin County, Florida

I hereby certify that this was performed under my responsible direction and supervision and the plot and description are true and accurate to the best of my knowledge and belief. The survey meets or exceeds the standards for practice for Professional Surveyors and Mappers (F.A.C. SJ-17.051/.052).

The undersigned surveyor has not been provided a current title opinion or abstract of matters affecting title or boundary to the subject property. It is possible there are deeds of records, unrecorded deeds, easements or other instruments which could affect the boundaries.

JAMES T. RODDENBERRY
Surveyor and Mapper
Florida Certificate No: 4261

FLOOD ZONE INFORMATION:

Subject property is located in Zone "X" as per Flood Insurance Rate Map Community Panel No: 120089 0526F
Index date: February 5, 2014. Franklin County, Florida.

TRA
T &

THE HURTMAN R. Oddenberry & Associates, Inc.
PROFESSIONAL SURVEYORS AND MAPPERS
P.O. BOX 190 • 175 SHIELDON STREET • SOMCHOPPI, FLORIDA
PHONE NUMBER: (904) 631-1310 FAX NUMBER: (904) 631-1311

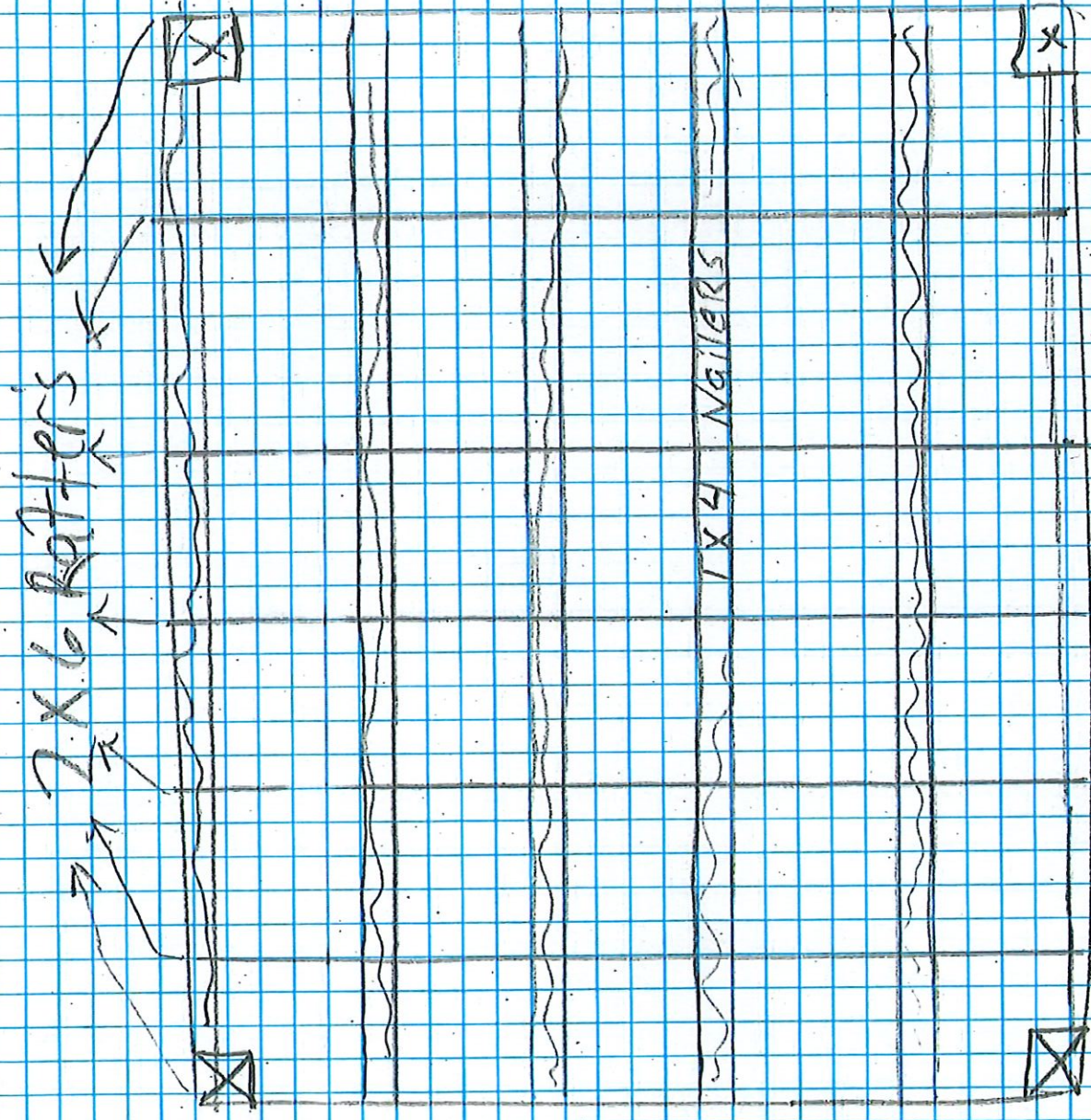
| | | | |
|-----------------|-----------------------------------|---------------|------------------|
| DATE: 11/22/21 | DRAWN BY: DB | N.D. PER PLAT | COUNTY: Franklin |
| FILE: 1822GLDWG | DATE OF LAST FIELD WORK: 11/22/21 | CHECKED BY: | JOB NUMBER: 18- |

LEGEND

| | | |
|------|---------------------------|--|
| M | MEASURED | |
| RP | RECORD PLAT | |
| SIRC | SET (5/8") IRON ROD | |
| | AND CAP #7160 | |
| FIRC | FOUND (5/8") IRON | |
| | ROD AND CAP | |
| FIR | FOUND IRON ROD | |
| | NOT TO SCALE | |
| R/W | RIGHT-OF-WAY | |
| Δ | POINT NOT SET OR FOUND | |

NOTES:

1. **SURVEY SOURCE:** Record plat and a field survey performed by the undersigned surveyor.
2. **BEARING REFERENCE:** Northwesterly right of way boundary of Avenue "F" having an assumed bearing of North 40 degrees 34 minutes 25 seconds East.
3. **NO IMPROVEMENTS** have been located in this survey other than shown hereon.
4. There are **NO VISIBLE ENCROACHMENTS** other than those shown hereon.
5. This survey is dependent upon **EXISTING MONUMENTATION**.
6. Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
7. **FLOOD ZONES** and **SETBACKS** depicted hereon are not to be used for construction permitting purposes. All **FLOOD ZONES** and **SETBACKS** should be verified by the appropriate County Departments.



2x4's
center's

Top View

**APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: October 3, 2023**

SUBJECT:

AGENDA INFORMATION:

Agenda Location: New Business
Item Number: 6
Department: Building Department
Contact: Dan Hartman
Presenter: Dan Hartman/Bree Robinson/Travis Wade

BRIEF SUMMARY: Our current floodplain ordinance states that a 50% valuation calculated for repairs of a structure in a flood zone is over a ten year period. Franklin County and the City of Carrabelle have both adjusted their ordinances to a shorter time period.

RECOMMENDED MOTION AND REQUESTED ACTIONS: Motion to direct City Attorney to draft ordinance with a shorter time period based on Commission discussion.

FUNDING SOURCE: N/A

ATTACHMENTS: Floodplain Ordinance

STAFF'S COMMENTS AND RECOMMENDATIONS:

Sec. 107-1. - Established.

- (a) The Legislature of the State of Florida has, in F.S. ch. 166, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and the Federal Emergency Management Agency has identified special flood hazard areas within the boundaries of the city and such areas may be subject to periodic inundation which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare.
- (b) The city was accepted for participation in the National Flood Insurance Program on July 18, 1983 and the city commission desires to continue to meet the requirements of 44 CFR 59 and 60, necessary for such participation.
- (c) F.S. ch. 553 was adopted by the Florida Legislature to provide a mechanism for the uniform adoption, updating, amendment, interpretation and enforcement of a state building code, called the Florida Building Code.
- (d) F.S. § 553.73(5) allows adoption of local administrative amendments to the Florida Building Code to implement the National Flood Insurance Program.
- (e) The city commission is adopting a requirement to limit the size of enclosures below elevated dwellings to no more than 299 square feet for buildings and structures in coastal high hazard areas (V zones) for the purpose of participating in the National Flood Insurance Program's Community Rating System and, pursuant to F.S. § 553.73(5), is formatting that requirement to coordinate with the Florida Building Code.
- (f) The city commission is adopting a requirement to require the accumulation of costs of improvements and repairs of buildings, based on issued building permits, **over a ten-year period** for the purpose of participating in the National Flood Insurance Program's Community Rating System and, pursuant to F.S. 553.73(5), is formatting that requirement to coordinate with the Florida Building Code.
- (g) The city commission has determined that it is in the public interest to adopt the proposed floodplain management regulations that are coordinated with the Florida Building Code.

(LDC, art. XVI, intro ¶; Ord. No. 2013-02, § 1, 8-6-2013)

**APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: October 3, 2023**

SUBJECT: 2nd Reading & Adoption Ordinance 2023-03 - Sign Ordinance

AGENDA INFORMATION:

Agenda Location: Unfinished Business
Item Number: 1
Department: City Attorney
Contact: Dan Hartman
Presenter: Dan Hartman

BRIEF SUMMARY: Attached is Ordinance 2023-03 for second reading and adoption.

RECOMMENDED MOTION AND REQUESTED ACTIONS: Approval

FUNDING SOURCE: N/A

ATTACHMENTS: Ordinance 2023-03

STAFF'S COMMENTS AND RECOMMENDATIONS:

ORDINANCE 2023-03

AN ORDINANCE OF THE CITY OF APALACHICOLA, FLORIDA, PROVIDING FOR AMENDMENT OF PART II – CODE, SUBPART B – LAND DEVELOPMENT CODE, CHAPTER 113 – SIGN REGULATIONS; PROVIDING FOR ADDITIONAL DEFINITIONS, METHOD OF COMPUTATION, PROVIDING FOR A PURPOSE AND SCOPE OF SIGN REGULATIONS, PROVIDING FOR STANDARDS, PROVIDING FOR REGULATION OF MURALS ON PRIVATE PROPERTY, PROVIDING FOR SEVERABILITY, PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND ESTABLISHING AN EFFECTIVE DATE.

FINDINGS:

WHEREAS, the City of Apalachicola is a Florida Municipality duly incorporated, with all the rights and powers as provided in s. 2(b), Art. VIII of the State Constitution.

WHEREAS the current code provisions governing signs have been subject to differing interpretations and are in need of update. Clarification and additional guidance has been deemed necessary to effectively regulate signs in the City of Apalachicola.

WHEREAS, the City of Apalachicola has determined that it is in the public interest to adopt amendments to its Sign Regulations; and

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

NOTE: *Struck-through language is language proposed to be deleted, Underlined language is amended language, and *** represents sections that have been skipped and that remain unchanged.*

Section 1. Adoption of an Amended Chapter 113 – Sign Regulations attached hereto as Exhibit “A.”

Section 2. Severability Clause. Should any provision or section of this ordinance be held by a Court of competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of this ordinance as a whole, or any part thereof, other than the part so declared to be unconstitutional or invalid.

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4. This ordinance shall take effect upon approval by the City Commission.

PASSED FIRST READING ON: _____

PASSED SECOND READING ON: _____

CITY OF APALACHICOLA

BY: _____
Brenda Ash, Mayor

ATTEST:

Lee Mathes
CITY CLERK

Chapter 113 SIGN REGULATIONS

ARTICLE I. IN GENERAL

Sec. 113-1. General provisions.

All signs within the city shall be erected, constructed, maintained or permitted in accordance with the provisions of this chapter, and only those signs allowed in this chapter shall be erected within the city.

(LDC, art. V, § A)

Sec. 113-2. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Frontage means the length of the property line of any one parcel along a street on which it borders.

Blade or bracket signs: A small, pedestrian-oriented, double-faced sign, less than four (4) square feet, that projects perpendicular from a structure (blade sign) or is hung beneath a marquee (bracket sign).

Building Façade: That portion of any exterior elevation of a building extending from grade to the top of the parapet wall or eaves and the entire width of the building elevation, including window areas.

Building Façade Sign: A sign attached to the building facades and include, but not necessarily be limited to, wall signs, painted signs, marquee signs, projecting signs, blade signs, and awning signs.

Election Sign: A temporary sign related to an election or voter referendum.

Sign Frame and Structure. Any frame and/or structure that is designed and intended to provide support for a sign.

Outdoor Advertising Sign: Any sign which is designed, intended, or used to publicize products and services not available on the premises where the sign is located and the message of the sign is visible from any place on the main-traveled way of interstate and primary road systems, whether the same be permanent or portable installation. Types of outdoor advertising include billboards, bus benches, interiors and exteriors of buses, taxis and business vehicles.

Other sign definitions relative to Article 113 Sign Regulations may be found in Sec. 101-8 Definitions of the Apalachicola Land Development Code.

(LDC, art. V, § C)

Sec. 113-3. Computations.

The following principles shall control the computation of sign area and sign height:

- (1) *Computation of sign area.* The area of a sign shall be computed by means of the smallest rectilinear figure (but which shall have a continuous perimeter of not more than eight straight lines) which encompasses all lettering, wording, frame, design or symbols, together with any background and any illuminated part of the sign on which the sign is located, if such background or such illuminated part of the sign is designed as an integral part of and related to the sign. Support and bracing which are not

intended as part of the sign and which contain no message, shall be excluded. In the case of a multi-faced sign, the area of the sign shall be considered to include all faces visible from one direction, and the area shall be considered to include all lettering, wording and accompanying designs or symbols together with any background of different color than the natural color of the building. The surface area of a sign shall be computed as including the entire area within a regular geometric form comprising all of the display area of the sign and including all of the elements of the matter displayed. Frames and structural members not bearing advertising matter shall not be included in computation of surface area and shall be kept to the minimum requirements necessary to meet the Florida Building Code. Where a sign has two or more faces, the area of all faces shall be combined in determining the area of the sign.

- (2) ~~Computation of height.~~ The height of the sign shall be computed as the distance from the ground directly below the center of the sign or from the grade of the closest point in the traveled way of the road or street the sign is located along, whichever is higher, to the sign or sign structure's highest point.

(LDC, art. V, § D)

Secs. 113-4 Purpose and Scope of Sign Regulations

The requirements of this chapter are the minimum necessary to promote the public health, safety, and welfare, including traffic safety, and to protect the character and aesthetics of residential, commercial, and business areas throughout the City. Therefore, the display of signs should be appropriate to the land, building, structure, or use to which they are appurtenant and be adequate, but not excessive, for their intended purpose.

It is the intent of this chapter that signs be accessory and incidental to their respective land, building, structure, or use.

Secs. 113-~~5~~—113-26. Reserved.

ARTICLE II. APPLICABILITY

Sec. 113-27. Exempt signs.

The following signs are exempt from the application of these sign regulations and from the requirements in this article that a permit be obtained for the erection of permanent signs, provided they are not placed within the right-of-way of any road or constructed as to create a hazard of any kind:

- (1) Legal notices and instruments. This may include temporary political signs announcing a campaign drive or event, provided such signs are not erected in a public right-of-way and are removed within five days following a campaign drive or event.
- (2) Signs necessary to promote health, safety and welfare and other regulatory, statutory, traffic control or directional signs erected on public property with permission from the United States, the state, the county or the city.
- (3) ~~Temporary~~ Decorative flags, decorations, and bunting for a holiday celebration, convention or commemoration of significance to the entire community, when authorized by the city council for a prescribed period of time.
- ~~(4) Temporary holiday lights and decorations.~~
- (4) Merchandise displays behind storefront windows so long as no part of the display contains flashing lights.

-
- (5) Memorial signs or tablets, names of buildings and dates of erection when cut into any masonry surface or when constructed of bronze or other incombustible materials and attached to the surface of a building.
 - (6) Signs incorporated into machinery or equipment by a manufacturer or distributor, which identify or advertise only the product or service dispensed by the machinery or equipment, such signs customarily affixed to vending machines, newspaper racks, ~~telephone booths~~ and gasoline pumps.
 - (7) Public warning signs no larger than four square feet to indicate the dangers of trespassing, unfriendly animals or similar hazards.
 - (8) Signs carried by a person.
 - (9) One sign per residential use indicating a resident's name, street address of the premises and/or an accessory use sign for an allowed home occupation, and/or such sign for a permitted professional activity, provided that such sign shall not exceed an area of two square feet.
 - (10) Bulletin boards for public, charitable, educational or **religious institutions not to exceed 15 square feet of sign area**, provided such sign is located on the premises of said institution. Such sign shall be placed flat against the principal use structure or not less than five feet from the property line.
 - (11) One temporary non-illuminated real estate sign advertising only the sale, lease or rental of the premises or property upon which said sign is located, or one non-illuminated sign indicating a building is open for public inspection. For residential zoned districts, such signs shall not exceed four square feet in sign area or exceed four feet in height. Such signs shall be placed no closer than five feet from the street right-of-way line or shall be attached to the principal use structure. For nonresidential zoned districts such signs shall not exceed 12 square feet in area and shall be placed no closer than ten feet from the street right-of-way line or shall be attached to the principal structure. All such signs shall be removed within five days after the property has been sold, leased or rented.

(LDC, art. V, § F)

Sec. 113-28. Signs regulated but not requiring permits.

The following types of signs are exempted from sign permit requirements, and shall not be considered in determining the allowable size or number of signs on a zoned lot; provided, however, that they must comply with all other applicable sections of this article. The erection of any sign not listed in this section **or exempted by Sec. 113-27** shall require a permit.

- (1) Window signs on or within windows relating to the business conducted within; or to nonprofit civic or charitable organizations provided that no more than 25 percent of any window area is utilized for such signs.
- (2) Temporary signs as defined in section 113-30.
- (3) Signs required by law, statute or ordinance.

(LDC, art. V, § G)

Sec. 113-29. Signs permitted in all zones.

The signs enumerated in sections 113-27 and 113-28, but not requiring permits, apply to all zones, **except where restricted by zoning codes applicable for each zone.**

(LDC, art. V, § L)

Sec. 113-30. Permitted temporary signs.

- (a) *Where allowed.* Temporary signs are allowed throughout the city, subject to the restrictions imposed by this section and other relevant parts of this article.
- (b) *Sign types allowed.* A temporary sign may be a ground or building sign but may not be an electric sign.
- (c) *Removal of illegal temporary signs.* Any temporary sign not complying with the requirements of this section is illegal and subject to immediate removal by the city. Any fee incurred by the city for removal of illegal signs will be charged to the owner. Fees shall be a minimum of \$20.00, but not to exceed \$200.00.
- (d) *Restrictions on content of temporary signs.* A temporary sign may display any message so long as it does not contain any of the following:
 - (1) Language, pictures or any other content that is harmful to minors.
 - (2) Offensive words, pictures, nudity or profanity.
 - (3) Advertising, except that advertising for the following purposes may be displayed:
 - a. To indicate the grand opening of a business or other activity. Such message may be displayed for a period not exceeding 14 days.
 - b. To indicate the existence of a new business or a business in a new location, if such business has no permanent signs. Such message may be displayed for a period of not more than 30 days or until installation of permanent signs, whichever shall occur first.
 - c. To announce or advertise such temporary uses as fairs, carnivals, circuses, revivals, sporting events, flea markets or any public, charitable, educational or religious event or function. Such message shall be removed within five days after the special event.

(LDC, art. V, § H)

Sec. 113-31. Signs prohibited within city limits.

All signs not expressly permitted under this article or exempt from regulation hereunder in accordance with this section are prohibited within the city limits. Such signs include, but are not limited to:

- (1) Banners, streamers, pennants, festoons and other wind signs, except as exempted herein.
- (2) Temporary signs, except as exempted under the provisions of this article.
- (3) Portable, trailer, ~~sidewalk, sandwich,~~ and curb signs.
- (4) Searchlights, strobe or flashing lights (except as required for public safety by state or local regulation).
- (5) Strings of lights not permanently mounted to a rigid background, except those exempted under the provisions of this article.
- (6) Illuminated tubing outlining property lines, open sale areas, doors, windows, or wall edges of any building.
- (7) Internally-illuminated signs.
- (8) Animated signs.
- (9) Bench signs (unless approved by the city commission).
- (10) Snipe signs.
- (11) Roof signs of all types.

-
- (12) Signs that emit audible sound, odor or visible matter such as smoke or steam.
 - (13) Signs that are painted, pasted, or printed on any curbstone, flagstone, pavement or any portion of any sidewalk or street.
 - (14) Signs erected on public property, or on private property (such as private utility poles) located on public property, other than signs erected by public authority for public purposes and signs authorized in writing pursuant to FS § 337.407.
 - (15) Signs displaying copy that is harmful to minors.
 - (16) Inflatable signs and tethered balloons.
 - (17) Any abandoned sign or sign structure.
 - (18) Signs that are in violation of the building or electrical code adopted by the city.
 - (19) Any sign that, when determined by the city building inspector, does or may constitute a safety hazard. Such signs include those which may create a vision impairment by obstructing the vision of pedestrians, cyclists or motorists traveling on or entering onto public streets.
 - (20) Signs that involve the use of live animals intended to attract attention.
 - (21) Signs or sign structures that interfere in any way with free use of any fire escape, emergency exit or standpipe, or that obstruct any window to such an extent that light or ventilation is reduced to a point below that required by any provision of this chapter or other ordinance of the city.
 - (22) Signs that resemble any official sign or marker erected by any governmental agency, or that by reason of position, shape or color would conflict with the proper functioning of any traffic sign or signal or be of a size, location, movement, content, color or illumination that may be reasonably confused with or construed as, or conceal a traffic control device.
 - (23) Nongovernmental signs that use the words "stop," "look," "danger" or any similar word, phrase or symbol.
 - (24) Signs within ten feet of any public right-of-way or 100 feet of traffic control lights that contain red or green lights that might be confused with traffic control lights.
 - (25) Signs that are of such intensity or brilliance as to cause glare or impair the vision of any motorist, cyclist or pedestrian using or entering a public way or that are a hazard or a nuisance to occupants of any property because of glare or other characteristics.
 - (26) Signs that contain any lighting or control mechanism that causes unreasonable interference with radio, television or other communication signals.
 - (27) Signs erected over or across any public street except as otherwise may be expressly authorized by this article and exempt governmental signs erected by or on the order of a public officer.
 - (28) Signs placed within public rights-of-way, except publicly owned, authorized or maintained signs which serve an official public purpose.
 - ~~(29) Any sign placed or erected on property without permission of the owner.~~
 - (29) Signs which advertise any activity, service or product prohibited by the laws and regulations of the United States or the state or by ordinances or resolutions of the city.
 - (30) Dilapidated or neglected signs. A sign (including sign structure) will be dilapidated or neglected if it does not present a neat and orderly appearance, which may be manifested by the following: rust or holes on or in the sign or sign structure, or broken, missing, loose or bent parts, faded or flaking paint, non-operative or partially non-operative illuminating or mechanical devices or missing letters in sign copy.
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- (31) Outdoor advertising signs.
 - (32) Off-premises advertising signs.

Secs. 113-32—113-50. Reserved.

ARTICLE III. PERMITS

Sec. 113-51. Permitting.

Except as specifically exempted or prohibited in this section, all signs constructed or modified shall require a permit in accordance with the provisions of this article.

(LDC, art. V, § E)

Sec. 113-52. Permits required.

- (a) If a sign requiring a permit under the provisions of this article is to be placed, constructed, erected or modified, the person or entity proposing the sign shall secure a sign permit prior to the construction, placement, erection or modification of such a sign in accordance with the requirements of section 113-54.
- (b) No permit of any kind shall be issued for a proposed sign unless such sign is consistent with the requirements of this article (including those protecting existing signs) in every respect.
- (c) A sign permit shall expire if the sign for which the permit was issued has not been erected, installed or completed within six months after the date of permit issuance.

(LDC, art. V, § J)

Sec. 113-53. Compliance and building code review; permit issuance.

No sign except those listed in section 113-27 and section 113-28 shall be constructed, erected or modified without a compliance and building code review by the building inspector, or his designee. The building inspector shall issue a permit only for a proposed sign that meets the requirements of this article.

(LDC, art. V, § R)

Sec. 113-54. Sign permit applications.

Sign permit application forms shall be obtained from the building inspector. Each application shall be accompanied by the following information:

- (1) Name of business and address where work is to be performed.
- (2) Name and title of applicant.
- (3) Name, address and telephone number of the firm doing installation work.
- (4) Name and address of the sign owner if other than business installing sign.
- (5) A complete list describing each existing sign on the premises, including sign type, copy, sign area, location on premises and date installed.

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- (6) A site plan showing the location of the affected lot, buildings and signs showing both existing and proposed signs.
 - (7) A scale drawing of each proposed sign or sign revision, including location, size, height, copy, structural and footing details, material, method of attachment, illumination, front and end views of canopies and any other information required to ensure compliance with appropriate laws.
 - (8) Written consent of the owner of the building, structure, or property where the sign is to be erected.
 - (9) Owner must provide to the code enforcement officer photographs of completed sign placement on premises within 30 days of issuance of permit.

Each applicant for a sign permit shall, upon request of the code enforcement officer, submit any additional information deemed necessary.

(LDC, art. V, § 5)

Secs. 113-55—113-81. Reserved.

ARTICLE IV. STANDARDS

Sec. 113-82. Design, construction and maintenance.

All signs requiring a permit shall be designed, constructed and maintained in accordance with the following standards:

- (1) All signs shall comply with applicable provisions of the Florida Building Code at all times.
- (2) All signs requiring permits shall be constructed of permanent materials and shall be permanently attached to the ground, a building or another structure by direct attachment to a rigid wall, frame or structure.
- (3) Signs that are illuminated shall only be illuminated in accordance with the following additional standards:
 - a. Full cutoff fixtures must be used. Up-lighting is prohibited. No sign shall have internal illumination.
 - b. Illumination shall be with white light only.
 - c. Any external lighting used to illuminate signs shall be shielded so that the light source cannot be seen from abutting roads or properties.
 - c. Illumination shall be with fluorescent bulbs or lamps only. Fluorescent fixtures shall be of the enclosed type with a gasketed lens and a wet location label.
 1. One fixture allowed per sign face for signs up to four feet wide, two fixtures for signs up to six feet wide and three fixtures for signs up to eight feet wide.
 2. The maximum wattage, for all fixtures combined, shall not exceed 36 watts per sign face.
 - d. A full cutoff fixture for lighting a sign face shall be designed and positioned no higher than the top edge of the sign face.
 - d. Illuminated signs shall not have lighting mechanisms that project more than 18 inches perpendicularly from any surface.

e. Illuminated signs shall have luminance no greater than 140 foot-candles as measured one (1) foot from the sign. (One foot-candle is equal to 10.76 lumens; one lumen is equal to .001496 watts. 140 foot-candles is equal to approximately 1500 lumens and 2-3 watts, according to Illuminating Engineering Society (IES).

f. External lighting fixtures shall be fully shielded and directed down.

g. Letters shall be individual halo-lit letters with solid opaque faces that do not permit any light to come through the face and that are silhouetted against the illuminated wall.

- (4) All signs shall be maintained in good structural condition, in compliance with all building and electrical codes, and in conformance with this code at all times. The building inspector shall have the right to order the repair or removal of any sign which is defective, damaged or substantially deteriorated as defined in the Florida Building Code.
- (5) "A"-frame or sandwich signs shall be no larger than 24 by 40 inches and shall only be displayed during ~~business hours~~ a business' hours of operation. Only one such sign shall be allowed per storefront. Each business shall have a valid sidewalk permit to display a sandwich or A-frame sign, renewed annually as required by Sec. 36-54 of the LDC.
- a. ~~All persons involved in maintenance, installation, alteration or relocation of signs near or upon any public right-of-way shall agree to hold harmless and indemnify the city, its officers, agents and employees against any and all claims of negligence resulting from such work.~~
- b. ~~All persons involved in maintenance, installation, alteration or relocation of signs, for a fee, shall maintain all required insurance and shall file with the state a satisfactory certificate of insurance to indemnify the state, county or city against any form of liability in accordance with city, county and state regulations.~~

(LDC, art. V, § K)

Sec. 113-83. Signs permitted in residential zones.

For the purposes of this section, the following shall be considered residential districts: R1, R2, R3, R4 and OR. Signs are permitted in these districts as follows:

- (1) For home occupations: one non-illuminated wall sign, not to exceed three square feet in size is permitted.
- (2) For permitted nonresidential uses other than home occupations, including churches and synagogues: one freestanding monument sign not to exceed 12 square feet in area or eight feet in height.

(LDC, art. V, § M)

Sec. 113-84. Signs permitted in commercial zones.

Signs in these zones may be illuminated in accordance with section 113-82. Signs are permitted in these districts as follows:

| | <u>Maximum Number</u> | <u>Maximum Area (Total)</u> | <u>Maximum Area (Individual signs)</u> | <u>Maximum Height</u> |
|---|--|--|--|---|
| <u>Building façade sign (wall and awning signs)</u> | <u>Up to 3 signs per façade</u> | <u>5% of total building façade area (includes any Marquee sign)</u> | <u>10% of frontage street façade; 5% of side or rear building façade</u> | <u>The roofline</u> |
| <u>Marquee Sign</u> | <u>1 per building</u> | <u>5% of building façade area (includes any Building façade sign as defined above)</u> | <u>200 square feet</u> | |
| <u>Blade or bracket sign</u> | <u>1 per façade</u> | | <u>4 sq feet</u> | <u>N/A</u> |
| <u>Window Signs</u> | <u>N/A</u> | <u>N/A</u> | <u>25% of total window area</u> | <u>N/A</u> |
| <u>Sandwich or Board Sign*</u> | <u>1 per ground floor building façade frontage</u> | <u>N/A</u> | <u>8 sq. feet</u> | <u>3 feet</u> |
| <u>Freestanding Sign and/or Monument Sign</u> | <u>Street Frontage: 0-100' = 1 Greater than 100' = 2</u> | <u>N/A</u> | <u>200 square feet</u> | <u>No higher than 8 feet including any base or pole</u> |

*Notes:

One Sandwich or sidewalk sign may be placed in the public right-of-way with a permit issued from the Code Enforcement Officer provided the proposed sign meets the standards for Sandwich or sidewalk signs in this Chapter.

- (1) The total maximum allowable square footage of signage per business per street frontage shall not exceed 24 square feet.
- (1) In addition to the above maximum total signage allowances, each business with an off-street entrance may have one non-illuminated, attached directory sign per occupancy, not to exceed three square feet.
- (2) Computation of height. The height of the sign shall be computed as the distance from the ground directly below the center of the sign or from the grade of the closest point in the traveled way of the road or street the sign is located along, whichever is higher, to the sign or sign structure's highest point.
- (3) Freestanding or Monument signs are accessory structures and need a building permit, along with abiding by particular zoning ordinances for accessory structures.
- (4) A building façade sign can be 10% of total building façade area or 24 s.f. whichever is greater.

All freestanding signs shall be setback from the property line such that there is at every intersection a clear view between heights of three to ten feet in a triangle formed by the corner and points of the curb 30 feet from the intersection or entranceway.

(LDC, art. V, § N)

Sec. 113-85. Projecting signs.

- (a) Such signs shall be hung at a 90-degree angle from the building face.
- (b) Each sign face shall not exceed eight square feet of sign area.

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- (c) The bottom of said sign shall allow an eight-foot pedestrian clearance from the sidewalk level.
 - (d) The top of the sign may be suspended no higher than the bottom of the sills of the first level of windows above the first story in a multi-story building.

(LDC, art. V, § O)

Sec. 113-86. Murals. Original Artwork Murals on Private Property

(1) (a) Definitions.

The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

"Maintenance" with respect to artwork, means the required repairs or cleaning to keep a work of art in its intended condition, including preventative maintenance at scheduled intervals to curtail future deterioration, and ordinary repairs or maintenance, including but not limited to, painting, repair, or replacement.

"Original Artwork Mural" means a painting or artwork temporarily or permanently affixed to a privately owned building. An "Original Artwork Mural" is not a "sign" under this Chapter. An "Original Artwork Mural" which is not visible from a public right of way is not regulated by this section or by any other section in this Chapter.

(b) Location of original artwork murals.

Installation of original artwork murals shall be limited to business and commercial zones C-1, C-2, C-3, C-4 and RF.

(c) Purpose:

1. This section is intended to permit Original Artwork Murals on a content neutral basis that: (i) are sufficiently durable and will be properly maintained; (ii) are located on appropriate places on buildings and constitute a particular scale of the building facade; (iii) do not include any unsafe features or would not pose any unsafe conditions to vehicular or pedestrian traffic; (iv) provide avenues for artistic expression, and (v) are assets to the community.

2. The regulations and permit requirements set forth in this chapter are also intended to promote public safety and welfare by establishing the following:

a. That the design, construction, installation, repair, and maintenance of the displays will not interfere with traffic safety or otherwise endanger public safety.

b. That this regulation will provide reasonable protection by controlling the size and locations of such displays.

c. That the public will enjoy the aesthetic benefits of viewing such displays in numbers and sizes that are reasonably and objectively regulated.

d. There will be no cost to the City.

e. That the City will not consider the content of the mural in the permitting process.

(d) Mural permit application.

1. No person, firm, corporation, or other entity may authorize, erect, construct, maintain, move, alter, change, place, suspend, or attach any Original Artwork Mural within the City prior to obtaining a permit as set forth herein. Such permit shall be known as a mural permit.

2. An application for a mural permit shall be filed jointly by a building owner and an artist with the planning department by way of a form prepared by the planning department and shall include the following:

a. Name of the artist and the owner. Street address and location of the proposed mural.

b. Examples of previous work done by the artist, with references.

c. Description of the materials to comprise the proposed mural and manner of application.

d. Statement regarding durability of the materials considering the location and positioning of the proposed mural.

e. Plans and specifications for the proposed mural including an exact picture graphic and other description. The application should include clear and legible drawings with description showing the location of the mural. Drawings should show the dimensions and materials. Color photos of the building must accompany the mural sketch, showing the wall to be painted in relation to adjacent streets and buildings.

f. Statement that the proposed mural will remain in place for at least two years.

g. Statement that no compensation will be given or received for the right to display the mural or the right to place the mural on the property. The artist may be compensated for the completion of the mural, however.

h. Any fees assessed by the City for application and approval must be received prior to mural installation.

i. Artist must waive and release, in favor of the City and the building owner, the right of attribution or integrity which Artist has in the mural under 17 U.S.C. §§ 106A and 113(d)(Visual Artist Rights Act).

j. Artist's agreement to allow the City or the building owner to remove the mural with 90 days' notice to the Artist at the address provided in the application and building owner if the mural is not maintained, or if it becomes a safety hazard.

k. Signed acknowledgement by artist and business owner to abide by all mural requirements and execute all necessary documents.

(e) Mural permit application review.

1. The mural permit application shall be submitted to the planning department for review and then to the Planning & Zoning Board for final decision and issuance of a Certificate of Appropriateness. The applicant must submit application materials to the planning department 10 business days prior to the next monthly Planning & Zoning Board meeting for inclusion on the agenda. The planning department is authorized to utilize additional time for good cause, with notice to the applicant stating the basis for the delay.

2. Review Criteria. The application shall be reviewed using the following criteria:

a. The mural must be durable, permanent, and easily protected from vandalism and weathering; consideration shall be given to the structural and surface integrity and stability of the building facade, the permanence and durability of the mural, and the mural's resistance to weathering, theft, and vandalism.

b. The mural must not have any unsafe features or conditions that may affect public safety.

c. The mural must not disrupt traffic nor create any unsafe conditions or distractions to motorists or pedestrians.

d. The mural surface must be prepared with an outdoor primer to ensure good adhesion for the artwork.

e. Clear, anti-graffiti coating must be applied over the completed artwork.

f. The mural must not extend more than two inches from the plane of the wall to which it is attached.

g. The mural must be located on only one façade of a building. The mural may not be placed on the primary façade of the structure. Exceptions from this Paragraph g can be applied for, reviewed by the City Planning Department, and approved by the Planning & Zoning Board, when the nature of the business is creative, artistic or some other special circumstance is presented.

i. The mural must be compatible with the character of the surrounding area (particularly when near residential areas) in terms of its size, style, colors, materials, general appearance, and location.

j. Any licensed, copyrighted, or trademarked characters or likenesses used on murals must have permission from the holder or owner of the license, copyright, or trademark.

k. No approval shall be issued for mural installation if there are outstanding code enforcement violations charged by the City on the property where the mural is to be located. Outstanding debts to the City must be paid in full prior to issuance of the mural permit.

3. The Planning & Zoning Board will review the recommendation of the Planning Department and make the final decision based on the criteria in Paragraph (2) of this Section.

4. Persons aggrieved by the decision of the Planning & Zoning Board may appeal that decision to the City Commission.

(f) Prohibited murals.

The following are prohibited in the city:

1. A mural that covers more than one single façade of a building.
2. A mural that violates federal, state, or local law.
3. A mural that includes any words, numbers, letters or symbols that are obscene, offensive, of a political nature or are derogatory.

(g) Permit expiration and extension.

1. Except as provided in subsection (2). below, if installation of the permitted original artwork mural has not taken place within twelve (12) months of the date of issuance of the mural permit, the permit is void and no further work on the mural may be done at the site until a new permit has been approved and new fee paid.
2. An approved mural permit may be extended by the planning department for an additional period of no more than twelve (12) months upon the planning department finding that the applicant was unable to begin or continue the installation of the approved mural for reasons beyond his or her control. A request for permit extension must be in writing and must be received by the Planning Department before the original permit expiration date.

(h) Maintenance.

1. The property owner is responsible for ensuring that a permitted original artwork mural is maintained in good condition and fully repaired in the case of vandalism or accidental destruction.
2. Failure to maintain the Original Artwork Mural is declared to be a public nuisance and may be summarily abated or repaired by the City. The City may pursue additional remedies to obtain compliance with this section as appropriate, including removal of the mural.
3. In addition to other remedies provided by law, in the event the property owner fails to maintain the mural, the City may perform all necessary repairs or removal of the mural, and all costs incurred by the City shall become a lien against the property.

(i) Mural alterations.

In order to make alterations to an original artwork mural, the artist and building owner must obtain a new mural permit.

(j) Removal or replacement of murals; violations; enforcement

1. Murals installed in accordance with this section shall remain on site in the approved location and cannot be altered, replaced or removed except as provided in this section, or when deemed to be unsafe by the city building official, or when the City determines replacement is necessary due to damage from natural disasters. The seller of property containing a mural installed in compliance with this article shall include restrictions by deed or other instrument that requires the buyer to agree to retain and maintain the mural in compliance with this article.
2. Removal of murals; violations, enforcement. This Section 113-32 may be enforced in accordance with the code enforcement guidelines in the Land Development Code of the City of Apalachicola. Should an approved mural become deteriorated, or otherwise no longer satisfy the terms of the permit, enforcement shall include the City's right to enter upon the property and abate by such reasonable action as necessary to remove or restore the mural, in the City's discretion.
 - a. Costs of abatement by the City. Upon the City's abatement of the mural, the costs, including the administrative costs incurred by the City, shall be assessed against the real property from which the mural was removed, together with any fine imposed by code enforcement, all of which shall become a lien against the real property.
 - b. Alternative remedies. Nothing in this section shall in any way limit the City to the remedy listed above. This remedy shall be in addition to any other remedy which the City can legally pursue, including, but not limited to, code enforcement measures of the Land Development Code of the City of Apalachicola.
3. Recording requirements. The mural permit and the determination of removal shall be recorded in the records of the City and may be recorded in the official records of Franklin County, and shall be binding upon the heirs, personal representatives, grantees, heirs and successors of the parties.

Secs. 113-87—113-113. Reserved.

ARTICLE V. NONCONFORMING SIGNS

Sec. 113-114. Nonconforming permanent signs.

Subject to the following conditions, all permanent signs made nonconforming by the passage of this article or by any subsequent amendment, may be continued in operation and maintained. Such signs shall not be:

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- (1) Replaced with another nonconforming sign.
 - (2) Enlarged, extended, constructed, reconstructed, moved or structurally altered except to bring the sign into conformance with all provisions of this article.
 - (3) Re-established after damage or destruction if such damage to the sign exceeds 50 percent of its total surface area. The extent of the damage shall be determined by the building inspector.
 - (4) Re-established after it has been removed or has been abandoned for 60 days or more.

Any change in use shall require the sign be brought into conformance.

(LDC, art. V, § P)

Sec. 113-115. Nonconforming portable, temporary or wind signs.

Any portable, temporary or wind signs which are made nonconforming as a result of this article, or from any subsequent amendment to this article, shall be removed within 60 days of the effective date of the ordinance creating the nonconforming status.

(LDC, art. V, § Q)

Secs. 113-116—113-143. Reserved.

ARTICLE VI. APPEALS, INTERPRETATIONS AND ENFORCEMENT

Sec. 113-144. Appeal.

Any aggrieved person may appeal the decision of the enforcement officer by filing a written request for appeal to the city board of adjustment within 15 days of notification of inspectors' decision.

(LDC, art. V, § T)

Sec. 113-145. Interpretations.

Where there is any dispute concerning the interpretation of this article, the decision of the enforcement officer shall prevail, subject to appeal to the board as provided above.

(LDC, art. V, § U)

Sec. 113-146. Enforcement and penalties.

- (a) This article shall be administered and enforced by the city enforcement officer or his designee.
- (b) The enforcement officer or his designee may issue a citation for violation of this article by any person, including, if applicable, the owner, manager or tenant of the lot on which a sign is located; for a sign erected, altered, maintained, converted, or used in violation of this article; or in violation of any other applicable ordinance, including, but not limited to, building and electrical codes.
- (c) Any person who shall violate any of the provisions of this article or fail to comply with any of its requirements shall be subject to fines not to exceed \$500.00 per day.

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- (d) Every violation of this article shall constitute a misdemeanor and be punishable as such, but nothing herein contained shall prevent the city from taking such other action as is necessary to prevent or remedy any violation.
 - (e) The enforcement officer or his designee may remove any sign or structure illegally placed upon a public right-of-way without any notice and may dispose of said sign or structure at owner's expense. Such removal and disposal of illegally placed signs shall not preclude the prosecution of any person for illegally placing such signs in the public right-of-way.

(LDC, art. V, § V)

Sec. 113-147. Removal of signs.

- (a) Abandoned signs shall be removed by the owner or lessee of the premises upon which the sign is located within 60 days after the business or services advertised by the sign is no longer conducted on the premises.
- (b) The enforcement officer may order the removal of any sign erected, installed or allowed to remain in violation of this article. He shall give at least 30 days' notice in writing, to the owner of such sign or of the building, structure or premises on which the sign is located to remove the sign or to bring it into compliance with this article. The enforcement officer may order the removal of the sign at the expense of the owner of the premises if compliance with the written order is not obtained. Notice to the owner shall be deemed to be given as of the date of deposit in U.S. certified mail addressed to the address of record at the office of the county property appraiser or the city water and sewer department.

(LDC, art. V, § W)

**APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: 10/2/23**

SUBJECT: First Reading – Ordinance 2023-05 - Pervious Deck Ordinance

AGENDA INFORMATION:

Agenda Location: New Business
Item Number: 2
Department: Legal
Presenter: Bree Robinson/Dan Hartman

BRIEF SUMMARY:

P&Z Board Recommendations:

- The P&Z members were in consensus with a 10% lot coverage allowance just for pervious decks spaced at least 1/8 inch between boards. If the deck is not spaced accordingly then it is not eligible for the extra 10% for pervious decking. If a pervious deck square footage surpasses the 10% allocation, then the difference will be included in the standard 40% lot coverage. Pervious decks would still be considered accessory structures and subject to setback requirements, P&Z approval, and standard building permits.
- The P&Z members were in consensus with at least 1/8 inch between boards, wooden or faux wood, being sufficient to consider pervious, allowing water to pass through.
- The P&Z members were in consensus to allow the 10% allocation for pervious decking in residential and commercial zones.

Joint Workshop between P&Z and the City Commission was held September 11th – P&Z passed on their suggestions to the City Commission and a consensus was reach.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

Motion to approve first reading of pervious deck ordinance.

FUNDING SOURCE: N/A

ATTACHMENTS: Draft Ordinance

STAFF'S COMMENTS AND RECOMMENDATIONS:

Approval

**CITY OF APALACHICOLA
ORDINANCE NO. 2023-05**

AN ORDINANCE OF THE CITY OF APALACHICOLA, FLORIDA, PROVIDING FOR AMENDMENT OF THE APALACHICOLA CODE OF ORDINANCES PART II - CODE; SUBPART B – LAND DEVELOPMENT CODE; CHAPTER 101 – GENERAL AND ADMINISTRATIVE PROVISIONS; ARTICLE I - IN GENERAL; SECTION 101-8 PROVIDING FOR AMENDMENTS TO THE DEFINITIONS DEALING WITH DECKS; PROVIDING FOR SEVERABILITY, PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND ESTABLISHING AN EFFECTIVE DATE.

FINDINGS:

WHEREAS, the City of Apalachicola is a Florida Municipality duly incorporated, with all the rights and powers as provided in s. 2(b), Art. VIII of the State Constitution.

WHEREAS the current code provisions applicable to the construction of decks and treatment of decks as impervious surfaces under the provisions of the Code are in need of update. Clarification and additional guidance has been deemed necessary to effectively regulate the construction of decks and approval of site development involving decks in the City of Apalachicola.

WHEREAS, the City of Apalachicola has determined that it is in the public interest to adopt amendments to its Land Development Code to Sign pertaining to decks; and

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

NOTE: *~~Struck-through~~ language is language proposed to be deleted, Underlined language is amended language, and *** represents sections that have been skipped and that remain unchanged.*

Section 1.

Section 101-8. Definitions

- *Accessory building and uses* means a structure or a use customarily incidental and subordinate to the principal structure or use and located on the same lot. Accessory structures shall not be used for habitable purposes. Accessory buildings shall not be constructed until a principal structure is in place. (LDC, Ch. 101, Art. 1, Sec. 101-8 Definitions.) Accessory structures shall include, but not be limited to: patios, decks (pervious and impervious), gazebos, sheds, pools, spas, and mechanical swimming pool or spa equipment.

- *Deck* means a flat surface capable of supporting weight, similar to a floor, but typically constructed outdoors, often elevated from the ground, and usually connected to a building. Decks are typically made from treated lumber, composite lumber, composite material, and aluminum, structural members and decking boards.

- *Impervious surface coverage:* Those hard surface man-made areas that do not allow, or minimally allow, the penetration of water, that reduce the natural rate or percolation of water or result in an increase in the natural quantity and rate of storm water runoff. Examples include but are not limited to roof tops, parking, clay, asphalt, concrete, brick, compacted gravel, paved recreational areas such as pools, tennis courts, and landscape pavers. Exception: Items identified on a site plan as a best management practice to treat stormwater shall be allowed within open space and not considered impervious; and pervious decks defined as decks with a minimum spacing of 1/8 inch between decking boards. Pervious decks shall be limited to an additional 10% (i.e. 10% additional total lot coverage above the Code maximum for impervious coverage applicable to each zoning category; e.g. if max impervious coverage is 40% then a deck may be added which covers additional lot area up to a total of 50% lot coverage when adding the total impervious lot coverage and the pervious deck coverage) of lot coverage.; are also an exception as there is 10% lot coverage allocation (LDC, Ch. 101, Art. 1, Sec. 101-8 Definitions.)

Section 2. Severability Clause. Should any provision or section of this ordinance be held by a Court of competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of this ordinance as a whole, or any part thereof, other than the part so declared to be unconstitutional or invalid.

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4. This ordinance shall take effect upon approval by the City Commission.

PASSED FIRST READING ON: _____

PASSED SECOND READING ON: _____

CITY OF APALACHICOLA

BY: _____
Brenda Ash, Mayor

ATTEST:

Lee Mathes, City Clerk

**APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: October 3, 2023**

SUBJECT: Transient Lodging Recommendations

AGENDA INFORMATION:

Agenda Location: Unfinished Business
Item Number: 3
Department: Code Enforcement
Presenter: Dan Hartman/PJ Erwin/Travis Wade/Bree Robinson

BRIEF SUMMARY:

At the request of Code Enforcement and the City Manager at the August 8, 2023 Board Meeting, the City Commission approved the purchase of software to assist in enforcement of the City's *Transient Lodging Ordinances* (Sec. 111-292 and Sec. 111-293).

Since that meeting, Code Enforcement has been working with Avenu Analytics, the City Attorney, the City Manager, and the City Planner to establish a system of enforcement for short-term rentals (STRs). As might be expected, several issues and concerns have arisen.

Residential

An initial objective was to focus on the STRs operating and non-compliant in R-1 to R-4 zones. Code Enforcement is in the process of developing a database of properties that are or have been operating as STRs. A number of properties in residential zones are advertising as 30-day+ rentals, which meets City Codes.

Commercial

STRs in C-1 to C-4 and O/R are allowed with restrictions that vary for each zone. A recent newspaper article regarding the new software and STR code enforcement issues led to some questions by property owners in these zones.

As Code Enforcement began to look at the STRs operating in these zones, it became apparent that there are some issues with our ordinances.

1st-floor and single-family STR dwellings

In O/R, C-2 and C-3, STRs are not restricted from ground floor usage. C-4 STRs are restricted on an upper floor above a first-floor commercial business.

C-1 is also restricted to an upper floor above a first-floor commercial business. It is the opinion of our Attorney that, based on Ordinance Amendment 2017-07, all single-family principle dwellings existing before 8/8/2017 are allowed to convert to a bed & breakfast (STR) use on a first or upper floor.

Minimum number of units per building

Sec. 111-292(2) states that in any Bed & Breakfast (STR), there must be a minimum of two (2) units. There are a number of STRs operating in buildings with only one (1) unit.

Cooking facilities other than microwaves

Sec. 111-293(13) states that cooking facilities, other than microwave ovens, are not allowed in transient lodging (hotels/motels/bed&breakfasts). There are a number of STRs operating with kitchen facilities.

Our Attorney has reviewed Fl. State Statute 509.032(7)(b):

A local law, ordinance, or regulation may not prohibit vacation rentals or regulate the duration or frequency of rental of vacation rentals. This paragraph does not apply to any local law, ordinance, or regulation adopted on or before June 1, 2011.

He has also reviewed Attorney Generals' opinions regarding this statute. He is of the opinion that the City is able to make limited adjustments to the *Transient Lodging Ordinance* without risking the inability to enforce Sec. 111-292 and Sec. 111-293. "Amending an ordinance that was enacted prior to June 1, 2011, will not invalidate the grandfathering protection for provisions that are reenacted, but new provisions would be preempted if they revise such language in a manner that would regulate the duration or frequency of rental of vacation rentals, even when such regulation would be considered 'less restrictive' than the prior local law." AGO 2019-07, issued August 16, 2019.

RECOMMENDED MOTION AND REQUESTED ACTIONS: Slight modifications are needed to our *transient lodging ordinances* in order to facilitate the enforcement of STRs.

FUNDING SOURCE:

ATTACHMENTS:

1. Sec. 111-272 to Sec. 111-276 Zoning Regulations for O/R and C-1 to C-4
2. Sec. 101.8 Definitions (*Transient Lodging definition*)
3. Sec. 111-292 Transient Lodging
4. Sec. 111-293 Additional Regulations
5. Ordinance 2017-07.
6. Code Enforcement Short-term Rental Enforcement Plan
7. Amended Draft Sec. 101-8
8. Amended Draft Sec. 111-292
9. Amended Draft Sec. 111-293

STAFF'S COMMENTS AND RECOMMENDATIONS:

City Staff recommends amending ordinance Sec. 101-8 as noted on attached draft.

City Staff recommends amending ordinance Sec. 111-292 as noted on attached draft.

City Staff recommends amending ordinance Sec. 111-293 as noted on attached draft.

Sec. 111-272. - O/R office residential.

- (a) *District intent.* The provisions of the O/R district are intended to apply to areas with a specialized intensive residential character wherein a variety of housing types and compatible limited non-retail commercial, education, religious, recreation uses are permitted. This district shall occur in that area shown as office residential on the Official Land Use Map of Apalachicola.
- (b) *Permitted uses and structures.*
- (1) *Principal.*
- Single-family residential.
 - Two-family residential.
 - Professional offices and services.
 - Studios and galleries for photography, music, art, dance, vocal and drama.
 - Medical offices and services.
 - Bed and breakfasts.**
- (2) *Accessory.* Accessory uses and structures are considered incidental and subordinate to permitted principal and approved special exception uses and structures. Habitable accessory uses are not permitted. All accessory uses must be approved by special exception. Accessory uses are subject to the following requirements: the accessory use must be subordinate to the principal use; must be related to the principal use; is not a separate commercial or retail business; does not require separate signage; and does not increase traffic or parking beyond the principal use requirements. Additional restrictions governing accessory uses, including, but not limited to, size and parking may be determined by the planning and zoning board.
- (3) *Special exceptions.* After public notice and hearing and appropriate conditions and safeguards, the planning and zoning board may permit as special exceptions:
- Funeral homes.
 - Utilities substations.
 - Hospitals and clinics.
 - Public buildings.
 - Cemeteries.
 - Churches and church-sponsored businesses.
 - Schools.
 - Residential apartment units.
 - Child care centers.
- (c) *Prohibited uses and structures.*
- (1) Mobile homes or housetrailers.

- (2) Establishments for the conduct of retail trade.
- (3) Storage yards or warehouses.
- (4) Any structure or use not of a nature specifically or provisionally permitted herein.
- (d) *Development standards.*
 - (1) *Minimum lot or site size.*
 - a. Single-family and other principal uses.
 - 1. Area: 6,000 square feet.
 - 2. Width: 60 feet.
 - 3. Depth: 100 feet.
 - b. Two-family.
 - 1. Area: 9,000 square feet.
 - 2. Width: 90 feet.
 - 3. Depth: 100 feet.
 - (2) *Minimum building setbacks.*
 - a. Front: 15 feet.
 - b. Side, interior lot: 7½ feet each side, or any combination of setbacks on each side that equals at least 15 feet, provided that no such setback shall be less than five feet.
 - c. Side, corner lot: 15 feet.
 - d. Rear: 25 feet.
 - (3) *Minimum building size.* Single-family dwelling: 800 square feet.
 - (4) *Maximum building restrictions.*
 - a. Lot coverage: 40 percent.
 - b. Permissible building height: 35 feet.
- (e) *Applicable regulations.*
 - (1) *Parking regulations.* See section 111-288.
 - (2) *Special exceptions.* Unless otherwise specified, special exceptions must comply with development standards for principal uses. If deemed appropriate by the planning and zoning board in order to grant a special exception, certain more stringent standards may be imposed. Any accessory use proposed as part of a special exception request must meet the following conditions: must not be for habitable purposes, must be subordinate to the principal use; must be related to principal use; is not a separate commercial or retail business; does not require separate signage and does not increase traffic or parking beyond the principal use requirements. Additional restrictions concerning accessory uses, including, but not limited to, size and parking may be determined by the planning and zoning board.

- (3) *Residential apartment units.* When approved as a special exception, up to a maximum of three residential apartment units may be allowed per existing single-family structure, provided that the lot upon which the structure is located has a front lot line of at least 60 feet and a depth of at least 100 feet, and provided that at least one parking space per apartment unit is provided onsite; however, up to a maximum of four residential apartment units may be allowed when approved as a special exception, provided that the lot upon which the structure is located has a front lot line of at least 90 feet and depth of 100 feet, and provided that at least one parking space per apartment unit is provided on-site.
- (4) *Supplemental regulations.* Provisions of article I of this chapter and article I of chapter 115 shall be applicable to certain lands within this district.

(LDC, art. IV)

Sec. 111-273. - C-1 general commercial downtown.

- (a) *District intent.* The provisions of the C-1 District are intended to apply to areas that serve a wide variety of commercial needs of the community. This district accommodates certain residential and bed and breakfast applications, but these uses must accept existing commercial uses in the district and accept overall general commercial noise, traffic, smells, etc. (nuisances notwithstanding). Because all of the C-1 district falls within the historic district, it is the district intent that all development within the district have an aesthetic compatibility with the nature of the historic downtown.
- (b) *Permitted uses and structures.*
- (1) *Principal.*
- a. Retail establishments.
 - b. Eating and drinking establishments.
 - c. Offices, studios.
 - d. Financial institutions.
 - e. Service establishments.
 - f. Hotel, motels.
 - g. Private clubs.
 - h. Public buildings.
 - i. Trade schools.
 - j. Funeral homes.
 - k. Utilities substations.
 - l. Indoor amusements.
 - m. Indoor theaters.

- n. Repair services (small items).
- o. Printing and publishing.
- p. Child care centers.
- q. Laundromats.
- r. Retail package stores.
- s. Light manufacturing and assembly.
- t. Boat sales and service/marine retail.
- u. Retail and wholesale seafood establishments.
- v. Museums, galleries.
- w. One single-family dwelling, one apartment, or one residential apartment unit per 2,400 square feet of lot when combined with a commercial establishment. All such residential units may not extend beyond the total foundation footprint (may include porches, but not parking spaces and/or driveways) of the first commercial floor. Further, the residential units will not be permitted on the ground floor nor shall first floor parking garages, storage units or drive-throughs be considered commercial endeavors. Commercial and residential units will not be connected within the building. Separate entrances must be provided. The commercial areas in mixed use will not be used as auxiliary storage or convenience spaces for residential uses above. Nonconforming uses will be subject to penalties as provided in division 5 of chapter 101 of this code. All first floor uses will be consistent with principal uses outlined above.
- x. Medical offices/clinics.
- y. Veterinary clinics.
- z. Service stations/convenience stores. Note: light automotive repair is an acceptable use provided it is done in conjunction with a service station operation.
- aa. Stand-alone, single-family dwellings existing on the effective date of state department of economic opportunity's state register notice approving this provision.
- bb. Bed and breakfast units.
 - 1. On an upper floor above a first floor commercial business, provided the bed and breakfast use is compatible with the first floor commercial use; or
 - 2. On the first and/or upper floor of a stand-alone, single-family dwelling existing on the effective date of state department of economic opportunity's state register notice approving this provision, provided the requirements of section 111-293(18) are met.

Note— Any change of use affecting intensity/density of use of land within this district will be subject to planning and zoning board review.

- (2) *Accessory.* Accessory uses and structures customarily incidental and subordinate to permitted principal uses and structures. Accessory structures may not be constructed prior to principal use structures unless specifically identified as construction-related in nature. (Example: construction shed/workshop.) Accessory structures deemed to be construction-related in nature shall not be allowed to remain without a principal structure for a period of more than one year after a permit is issued.
- (c) *Special exceptions.* After public notice and hearing and appropriate conditions and safeguards, the planning and zoning board may permit, as special exceptions: other commercial uses compatible with the principal uses.
- (d) *Prohibited uses and structures.*
- (1) Adult businesses.
 - (2) All uses and structures not of a nature specifically or provisionally permitted and any uses which in the opinion of the planning and zoning board is likely to be incompatible, dangerous or offensive to existing permitted uses in the district.
- (e) *Development standards.*
- (1) Minimum lot or site size; principal uses.
 - a. Platted lot of record (in most cases 30 feet by 80 feet: 2,400 square feet) platted prior to 1991. Existing platted lot may not be subdivided to create smaller lots. All proposed development must provide for adequate parking space as required in section 111-288. All required off-street parking will be provided either on the same parcel of land as the principal building or structure or on a separate parcel located within 500 feet of the principal building or structure. Clustering of development when it occurs on multiple lots will be encourage so long as such proposed development meets applicable lot size, parking and stormwater requirements. See building setbacks in subsection (e)(2) of this section.
 - b. All proposed development must provide for adequate parking space as required in section 111-288. All required off-street parking would be provided either on the same parcel of land as the principal building or structure or on a separate parcel located within 500 feet of the principal building or structure.
 - (2) Minimum building setbacks.
 - a. Front: zero feet.
 - b. Side, interior lot: none.
 - c. Side, corner lot: none.
 - d. Rear: zero feet.
 - (3) Minimum building size.

- a. Single-family dwelling: 800 square feet.
- (4) Maximum building restrictions.
 - a. Lot coverage: 80 percent.
 - b. Permissible building height: 35 feet.
- (5) Maximum building footprint. A single commercial development building footprint may not exceed 8,500 square feet.
- (f) *Applicable regulations.*
 - (1) *Parking regulations.* See section 111-288.
 - (2) *Special exceptions.* Unless otherwise specified, special exceptions must comply with development standard for principal uses. If deemed appropriate by the planning and zoning board in order to grant a special exception, certain more stringent standards may be imposed. In particular, the planning and zoning board will consider compatibility of use in relation to adjacent properties when considering a special exception request. Any proposed use which is considered by the board to be incompatible with existing conforming use shall be grounds for denial of a special exception.
 - (3) *Sign regulations.* See chapter 113.
 - (4) *Stormwater management plans.* Commercial development requires a department of environmental regulation permitted stormwater management plan.
 - (5) *Supplemental regulations.* Provisions of article I of this chapter and article I of chapter 115 shall be applicable to all lands within this district. Those areas within this district, which fall within the special waterfront district, are also subject to applicable regulations.
 - (6) *Sewer and water.* All development within the C-1 general commercial district must be hooked up to the city water and sewer system.
 - (7) *Development adjacent to wetlands.* According to the city comprehensive plan (Coastal Management Element: Policy 2.2) the city's land use regulations shall prohibit high-density development proposed for areas within the special waterfront district adjacent to the waters or wetlands of the state. Development on lots adjacent to waters/wetlands will be restricted to 60 percent lot coverage. Further, lots that fall within the special waterfront district, which are adjacent to waters or wetlands of the state, will maintain a 20-foot buffer (ten feet in RF). See section 111-276(f)(7) for applicable types of development allowed within the special waterfront district buffer.
 - (8) *Special waterfront district.* Within the special waterfront district setback buffer (20-foot setback from the state waters/wetlands, ten feet in RF district), the only development allowed shall consist of docks, pervious walkways or elevated walkways. This setback shall otherwise consist of a natural vegetation buffer.

(LDC, art. IV; Ord. No. 2005-05, § 1, 8-2-2005; Ord. No. 2018-02, § 2, 7-10-2018)

Sec. 111-274. - C-2 neighborhood commercial.

(a) *District intent.* The provisions of the C-2 district are intended to apply to areas within convenient traveling distance to one or more neighborhoods wherein small groups or retail commercial, professional, office and financial and other conventional commercial activities are permitted. This district is not intended to accommodate large-scale commercial or service activities or automotive or other type of more intensive commercial activities.

(b) *Permitted uses and structures.*

(1) *Principal.*

- a. Retail food and grocery.
- b. Retail drug stores.
- c. Retail hardware.
- d. Retail variety stores.
- e. Retail specialties.
- f. Retail small appliances.
- g. Eating and drinking establishments.
- h. Offices, studios.
- i. Upholstery.
- j. Laundromats.
- k. Personal services (barber and beauty shops).
- l. Social, fraternal and recreational clubs.
- m. Antique shops.
- n. Financial institutions.
- o. Single-family.
- p. Utilities substations.
- q. Child care centers.

(2) *Accessory.* Customary uses and structures clearly incidental to one or more permitted uses and structures including dwelling units for owners or employees of permitted principal uses, provided that no such accessory use shall be of a nature prohibited as a principal use.

(c) *Special exceptions.* After public notice and hearing and appropriate conditions safeguards, the planning and zoning board may permit, as special exceptions the following:

- (1) **Bed and breakfasts.**
- (2) Indoor amusements (pool, billiard, similar uses).

- (3) Service stations (no repair facilities).
- (4) Two-family.
- (5) Residential apartment units.
- (d) *Prohibited uses and structures.*
 - (1) Junkyards.
 - (2) Mobile homes.
 - (3) Residential travel trailers.
 - (4) Uses and structures not permitted as a special exception, principal use or accessory use of structure.
 - (5) Large-scale commercial activities.
- (e) *Development standards.*
 - (1) *Minimum lot or site size.* Single-family and other principal uses:
 - a. Area: 6,000 square feet.
 - b. Width: 60 feet.
 - c. Depth: 100 feet.
 - (2) *Minimum building setbacks.*
 - a. Single-family.
 - b. Front: 15 feet.
 - c. Side, interior lot: 7½ feet each side, or any combination of setbacks on each that equals at least 15 feet, provided that no such setback shall be less than five feet.
 - d. Side, corner lot: 15 feet.
 - e. Rear: 25 feet.
 - (3) *Other principal uses.*
 - a. Front: 15 feet.
 - b. Side, interior lot: five feet.
 - c. Side, corner lot: five feet.
 - d. Rear: ten feet.
- (f) *Maximum building restrictions.*
 - (1) *Single-family.*
 - a. Lot coverage: 40 percent.
 - b. Building height: 35 feet.
 - (2) *Other principal uses.*
 - a. Lot coverage: 60 percent.

b. Permissible building height: 35 feet.

(g) *Applicable regulations.*

- (1) *Parking regulations.* See section 111-288.
- (2) *Sign regulations.* See chapter 113.
- (3) *Special exceptions.* Unless otherwise specified, special exceptions must comply with development standards for principal uses. If deemed appropriate by the planning and zoning board in order to grant a special exception, certain more stringent standards may be imposed.
- (4) *Residential apartment units.* When approved as a special exception, up to a maximum of three residential apartment units may be allowed per existing single-family structure, provided that the lot upon which the structure is located has a front lot line of at least 60 feet and a depth of at least 100 feet, and provided that at least one parking space per apartment unit is provided on-site; however, up to a maximum of four residential apartment units may be allowed when approved as a special exception, provided that the lot upon which the structure is located has a front lot line of at least 90 feet and a depth of 100 feet and provided that at least one parking space per apartment unit is provided on-site.
- (5) *Stormwater management plans.* Commercial development requires a department of environmental regulation permitted stormwater plan.
- (6) *Supplemental regulations.* Provisions of article I of this chapter and article I of chapter 115 shall be applicable to certain lands within this district.

(LDC, art. IV; Ord. No. 2011-03, § II, 7-5-2011; Ord. No. 2018-02, § 2, 7-10-2018)

Sec. 111-275. - C-3 highway commercial.

- (a) *District intent.* The provisions of the C-3 district are intended for areas suitable for light commercial and office development abutting arterial roads as defined in chapter 101. Special requirements addressing limitations placed on access are intended to minimize and control ingress and egress to arterial roadways and promote a smooth and safe traffic flow of the general traveling public. (See special requirements.)
- (b) *Permitted uses and structures.*
 - (1) *Principal.*
 - a. **Hotels, motels, and bed and breakfasts.**
 - b. Restaurants.
 - c. Antique shops.
 - d. Business and professional offices.
 - e. Medical offices.

- f. Social and fraternal clubs and lodges.
 - g. Repair services.
 - h. Financial, insurance, and real estate services.
 - i. Personal services (barber and beauty shops).
 - j. Utilities substations.
- (2) *Accessory.* Customary uses and structures clearly incidental to one or more permitted uses and structures including dwelling units for owners or employees of permitted principal uses provided that such accessory use shall not be of a nature prohibited as a principal use.
- (c) *Special exceptions.* After public notice and hearing and appropriate conditions and safeguards, the planning and zoning board may permit as special exceptions:
- (1) Convenience stores.
 - (2) Retail specialties.
 - (3) Churches.
 - (4) Service stations.
 - (5) Single-family residential.
 - (6) Two-family residential.
- (d) *Prohibited uses and structures.*
- (1) Mobile homes.
 - (2) House trailers.
 - (3) Residential travel trailers.
 - (4) Uses and structures not permitted as a special exception, principal use or accessory use and structure.
 - (5) All uses and structures not of a nature specifically or provisionally permitted and any uses which in the opinion of the planning and zoning board is likely to be dangerous or offensive to permitted uses in the district, or those who pass on public ways, because of odor, smoke, noise, fumes, gas, fire, vibrations or emission of particulate matter or hazardous because or unusual danger of fire or explosion.
- (e) *Development standards.*
- (1) *Minimum lot or site size.* Principal uses:
 - a. Area: 6,000 square feet.
 - b. Width: 60 feet.
 - c. Depth: 100 feet.
 - (2) *Minimum building setback.*
 - a.

Front: 15 feet.

- b. Side, interior lot: five feet.
- c. Side, corner lot: five feet.
- d. Rear: ten feet.

(3) *Maximum building restrictions.*

- a. Lot coverage: 60 percent.
- b. Permissible building height: 35 feet.

(4) *Applicable regulations.*

- a. *Parking regulations.* See section 111-288.
- b. *Special exceptions.* Unless otherwise specified, special exceptions must comply with development standards for principal uses. If deemed appropriate by the planning and zoning board in order to grant a special exception, certain more stringent standards may be imposed.
- c. *Sign regulations.* See chapter 113.
- d. *Stormwater management plans.* Commercial development requires a department of environmental regulation permitted stormwater plan.
- e. *Supplemental regulations.*

Provisions of article I of this chapter and article I of chapter 115 shall be applicable to certain lands within this district.

(LDC, art. IV)

Sec. 111-276. - C-4 riverfront commercial district.

- (a) *District intent.* The provisions of the C-4 district are intended to provide for the economic needs of the city residents by accommodating a variety of commercial land used along the Apalachicola River waterfront. This district accommodates certain upper floor residential and bed and breakfast applications, but these uses must accept existing commercial uses in the district and accept overall general commercial noise, traffic, smells, etc. (nuisances notwithstanding). No stand-alone, single-family dwelling shall be allowed.

(b) *Permitted uses and structures.*

(1) *Principal.*

- a. Retail and wholesale building materials.
- b. Automotive repair, sales and rental.
- c. Veterinary hospitals, medical clinics and offices.
- d. Light manufacturing and assembly.

- e. Printing and publishing.
- f. Boat sales and services.
- g. Retail and wholesale activities.
- h. Retail and wholesale seafood.
- i. Ship repair yards with dry-dock facilities.
- j. Marine supplies.
- k. One single-family dwelling, one apartment, or one residential apartment unit per 2,400 square feet of lot when combined with a commercial establishment. All such residential units shall not extend beyond the total foundation footprint (may include porches, but not parking spaces and/or driveways) of the first commercial floor. Further, the residential units will not be permitted on the ground floor, nor shall first floor parking garages, storage units or drive-throughs be considered commercial endeavors. Commercial and residential units will not be connected within the building. Separate entrances must be provided. Upstairs residential use shall be compatible with the first floor commercial use.
- l. Hotels, motels.
- m. Eating and drinking establishments.
- n. Offices/studios.
- o. Museums/galleries.
- p. Bed and breakfasts units, on an upper floor above a first floor commercial business.
Upstairs bed and breakfast use shall be compatible with the first floor commercial use.

Note— Any change of use affecting any intensity/density of use of land within this district shall be subject to planning and zoning board review.

- (2) *Accessory.* Accessory structures customarily incidental and subordinate to permitted principal uses and structures shall not be constructed prior to principal use structures. The only exception to this provision is for a temporary construction trailer which houses materials and tools, construction trailers shall not be allowed to remain without a principal structure for a period of more than one year after a permit is issued.
- (c) *Special exceptions.* After public notice and hearing and appropriate conditions and safeguards, the planning and zoning board may permit as special exceptions: other commercial uses compatible with the principal uses.
- (d) *Prohibited uses and structures.*
 - (1) All uses and structures not of a nature specifically or provisionally permitted and any uses which in the opinion of the planning and zoning board is likely to be incompatible, dangerous or offensive to existing permitted uses in the district; and

(2) Adult businesses.

(e) *Development standards.*

(1) *Minimum lot or site size.* Principal uses: platted lot of record (in most cases 30 feet by 80 feet: 2,400 square feet) platted prior to 1991. Existing platted lot may not be subdivided to create smaller lots. All proposed development must provide for adequate parking space as required in section 111-288. All required off-street parking will be provided either on the same parcel of land as the principal building or structure or on a separate parcel located within 500 feet of the principal building or structure. Clustering of development when it occurs on multiple lots will be encourage so long as such proposed development meets applicable lot size, parking and stormwater requirements. See building setbacks in subsection (e)(2) of this section.

(2) *Minimum building setbacks.*

- a. Front: zero or the minimum distance required to provide elevated access to the building.
- b. Side: five feet. Note: the minimum five-foot setback may be reduced to zero, provided appropriate fire safety standards (firewalls, etc.) are met.
- c. Rear: zero or the balance between what is necessary to set back on the front and still meet a 20-foot overall setback from front/rear.

Note— It is the intent within this district to require the footprint of all new construction be flush with the front lot lines, as much as possible to encourage walking traffic. It is recommended that all new construction direct parking and vehicular access to the back of the building via alley/easement access.

It is understood that elevation requirements vary within the district and may not allow for adequate access to build to the front lot line; thereby, this provision would allow development to be set back the minimum required to provide such access. Elevated access, when applicable, shall be compatible with adjacent lot access.

(3) *Minimum building size.* Single-family dwelling: 800 square feet.

(4) *Maximum building footprint.* A single commercial development building footprint may not exceed 8,500 square feet.

(5) *Maximum building restrictions.*

- a. Lot coverage: 65 percent. See subsection (f)(6) of this section for additional requirements.
- b. Permissible building height: 35 feet.

(f) *Applicable regulations.*

(1) *Stormwater management plans.* Commercial development requires a department of environmental regulation permitted stormwater plan and review by city engineers.

(2)

Special exceptions. Unless otherwise specified, special exceptions shall comply with development standards for principal uses. If deemed appropriate by the planning and zoning board in order to grant a special exception, certain more stringent standards may be imposed.

- (3) *Parking regulations.* See section 111-288.
- (4) *Sign regulations.* See chapter 113.
- (5) *Supplemental regulations.* Provisions of article I of this chapter and article I of chapter 115 shall be applicable to all lands within this district. Those areas within this district which fall within the special waterfront district are also subject to applicable regulations.
- (6) *Development adjacent to wetlands.* According to the city comprehensive plan (Coastal Management Element: Policy 2.2) the city's land use regulations shall prohibit high-density development proposed for areas within the special waterfront district adjacent to the waters or wetlands of the state. Development on lots adjacent to waters/wetlands will be restricted to 60 percent lot coverage. Further, lots that fall within the special waterfront district, which are adjacent to waters or wetlands of the state, will maintain a 20-foot buffer (ten feet in RF). See subsection (7) of this section for applicable types of development allowed within the special waterfront district buffer.
- (7) *Special waterfront district.* Within the special waterfront district setback buffer (20-foot setback from the state waters/wetlands, ten feet in RF district), the only development allowed shall consist of docks, pervious walkways or elevated walkways. This setback shall otherwise consist of a natural vegetation buffer.
- (8) *Hotels/motels.* See the sections 111-292 and 111-293 for specific development standards that apply to uses in this district.

(LDC, art. IV; Ord. No. 2006-01, 2-7-2006; Ord. No. 2018-02, § 2, 7-10-2018)

Sec. 111-277. - RF riverfront district.

- (a) *District intent.* To provide for a variety of uses along the city waterfront to meet the need for both water-dependent activities such as seafood-related and boating, with such water enhanced activities as tourism related and residential development. The area to be zoned as riverfront shall be limited to that which has traditionally served as the center of the city's economy. Furthermore, to guide the development in a manner consistent with the protection and conservation of the basic functions and productivity of the Apalachicola River/Bay systems.
- (b) *Permitted uses and structures.*
 - (1) *Principal.*
 - a. Retail and wholesale seafood.
 - b. Ship repair yards and dry-dock facilities.
 - c.

Transient accommodations means any unit, group of units, building or group of buildings within a single complex of buildings, that is rented for less than an entire calendar month, or for a period of 30 or less consecutive days spanning two months, and that is advertised or held out to the public as a place regularly rented to transients.

Forms of transient accommodations include the following:

- (1) *Motel* means a group of transient accommodation units under one ownership located on one tract of land designed primarily for access by automobile. The term "motel dwelling" is hereby defined as a single room or group of rooms with facilities that are used or intended to be occupied for sleeping and sanitation by one family at a time. Laundry facilities and cooking facilities other than a microwave oven shall not be provided in said rental unit.
- (2) *Hotel* means a structure primarily for transient guests and confined within one principal building except for necessary accessory buildings. The term "hotel dwelling" is hereby defined as a single room or group of rooms with facilities that are used or intended to be occupied for sleeping and sanitation by one family at a time. Laundry facilities and cooking facilities other than a microwave oven shall not be provided in said rental unit.
- (3) *Bed and breakfast* means a place where tourists, transients, travelers or persons desiring overnight accommodations are provided with sleeping and sanitary facilities. Cooking facilities other than a microwave oven are not allowed in an individual bed and breakfast room, but they are allowed within a common kitchen area.

Sec. 111-292. - Transient lodging.

Dimensional requirements.

(1) *Hotel/motel.*

- a. Minimum number of units: 11.
- b. Maximum number of units: 50.
- c. Minimum square footage per unit: 200 square feet.
- d. Maximum square footage per unit: 600 square feet.
- e. Permissible building height: 35 feet.
- f. Maximum lot coverage: Refer to district standards.
- g. Maximum impervious surface ratio: Refer to district standards.
- h. Minimum building lot size: that amount of land necessary to accommodate the desired number of units (minimum of 11 units) and still adhere to lot coverage and infrastructure requirements.
- i. Minimum width: Refer to district standards.
- j. Minimum depth: Refer to district standards.
- k. Setbacks: Refer to district standards.

(2) *Bed and breakfast.*

- a. Minimum number of units: two (per building).
- b. Maximum number of units: ten (per building).
- c. Minimum building lot size: that amount of land necessary to accommodate the desired number of units (minimum of two units) and still adhere to lot coverage and infrastructure requirements.

(LDC, art. X; Ord. No. 2017-04, § 4, 4-4-2017; Ord. No. 2017-07, § 3, 8-8-2017)

Sec. 111-293. - Additional regulations.

In addition to any existing regulations relating to hotel/motel development found elsewhere in the land development regulations, the following criteria shall apply to all transient lodging facilities:

- (1) All units in all transient lodging facilities (hotel/motel/bed and breakfast) within the city shall be considered transient accommodation units and must be made available as rentals on a continual daily or weekly basis but for a period of time less than 30 consecutive days. If the occupancy of any such unit does not change more frequently than 12 times or more in any continuous 12-month period, then a rebuttable presumption shall arise that the unit is not being used for transient accommodations.

- (2) Proper licensing will be required of all transient lodging units.
- (3) A reservation system shall be required as an integral part of the hotel/motel facility for the rental of units.
- (4) For hotels/motels, there shall be a lobby/front desk area that is internally oriented, operated for transient lodging, and occupied or accessible by staff on a 24-hour basis.
- (5) All units shall be subject to all applicable tourist tax collections when rented.
- (6) For hotels/motels, all units must be included in the inventory of units that are available for rent.
- (7) Annual occupational licenses for each business operating a transient lodging facility shall be required from the city.
- (8) All transient lodging facilities must have sufficient signage viewable by the general public designating the uses as such.
- (9) The books and records of the transient lodging facility pertaining to the rentals of each unit in a hotel/motel facility shall be open for inspection by authorized representatives of the city, upon reasonable notice, in order to confirm compliance with these regulations as allowed by general law.
- (10) The city may require affidavits of compliance with this section from each hotel/motel facility owner.
- (11) Each hotel/motel facility shall have no more than one potable water tap and one electrical hookup.
- (12) Time-sharing of hotel/motel/bed and breakfast units shall not be permitted.
- (13) Cooking facilities, other than microwave ovens, are not allowed in transient lodging (hotel/motel/B&B) facility units.
- (14) Transient lodging facilities (hotels/motels) located along the riverfront must provide access to the riverfront and provide boardwalk access along the waterfront and give a perpetual easement to the city for the general public.
- (15) Transient lodging facilities (applies to hotels, motels and bed and breakfasts) must be located in appropriate zoning districts as provided in the zoning chapter.
- (16) All transient lodging facilities must meet applicable parking, stormwater and site plan requirements as provided in the zoning chapter.
- (17) In the general commercial zone C-1 or riverfront commercial zone C-4, a building having a first floor commercial use may have a bed and breakfast use on an upper floor provided all applicable requirements are met.
- (18)

In the general commercial zone C-1, the first and/or upper floor of a stand-alone, single-family dwelling existing on the effective date of state department of economic opportunity's state register notice approving this provision may be converted to a bed and breakfast use, provided that the first floor dwelling footprint is not expanded and all parking, floodplain management provisions, and other applicable requirements are met.

(LDC, art. X; Ord. No. 2005-08, § 1, 9-27-2005; Ord. No. 2017-07, § 3, 8-8-2017)

**CITY OF APALACHICOLA
ORDINANCE 2017-07**

AN ORDINANCE AMENDING ORDINANCE 91-7 WHICH ADOPTS THE CITY OF APALACHICOLA LAND DEVELOPMENT CODE REVISING SECTION II (LANGUAGE AND DEFINITIONS), SECTION IV (ZONING DISTRICTS AND REGULATIONS), AND SECTION X (TRANSIENT LODGING); AMENDING ORDINANCE 2005-08; AMENDING ORDINANCE 2006-01; AMENDING ORDINANCE 2006-05; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, under the current rules and regulations of the Land Development Code, the City Commission deems it necessary and important to keep updating the Land Development Code to reflect current activity within the City of Apalachicola; and

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

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

SECTION 1: LDC SECTION II – LANGUAGE AND DEFINITIONS REVISIONS

SECTION II – LANGUAGE AND DEFINITIONS

Revise the definitions of "Apartment", "Boarding and Rooming Houses", "Dwelling", "Dwelling Multi-Family", "Dwelling Single-Family", "Dwelling Two-Family", "Residential Apartment Unit", and "Transient Accommodations" (including "Motel", "Hotel", and "Bed and Breakfast") to read as follows:

Apartment – A single dwelling unit rented for thirty (30) or more consecutive days and containing a room or suite of rooms together with a kitchen or kitchenette and sanitary facilities. The minimum required size for an apartment unit is five hundred (500) square feet of enclosed, heated living area.

Boarding and Rooming Houses – A building or part thereof, other than a hotel, motel or restaurants, where meals and/or lodging are provided for compensation for three (3) or more unrelated persons where no cooking or dining facilities are provided in individual rooms.

Dwelling – Any building or portion thereof which is designed for or used for residential purposes but does not include a trailer coach or converted trailer, hotel, motel, boarding house, or rooming house.

Dwelling, Multi-Family – A residential building designed for or occupied exclusively by three (3) or more families, with the number of families in residence not exceeding the number of dwelling units provided, and with only structural maintenance services furnished by the management. The minimum required size for a multi-family dwelling unit is five hundred (500) square feet of enclosed, heated living area.

Dwelling, Single-Family – A residence used or intended to be used as a home in which the use and management of all sleeping quarters and appliances for sanitation, cooking, ventilation, heating and lighting are designed for the use of one (1) family, and with partitioning so that any substantial interior portion of the dwelling is accessible without resort to exterior access, and the building shall have only one kitchen and one electrical meter. The minimum required size for a single-family dwelling is eight hundred (800) square feet of enclosed, heated living area.

Dwelling, Two-Family – A residential building designed for or occupied by two (2) families (duplex), with the number of families in residence not exceeding the number of dwelling units provided. The minimum required size for each of the two units within a two-family dwelling is five hundred (500) square feet of enclosed, heated living area.

Residential Apartment Unit – A single-family structure existing prior to the original adoption of this Code that may be modified so as to allow more than one family to reside within with separate housekeeping facilities, providing there is a minimum of 500 square feet of enclosed, heated living area per apartment unit.

Transient Accommodations – Any unit, group of units, building or group of building within a single complex of buildings, that is 1) rented for less than an entire calendar month, or for a period of thirty (30) or less consecutive days spanning two (2) months, and that is 2) advertised or held out to the public, as a place regularly rented to transients. Forms of transient accommodations include the following:

1. **Motel** – A group of transient accommodation units under one (1) ownership located on one (1) tract of land designed primarily for access by automobile. A motel dwelling is hereby defined as a single room or group of rooms with facilities that are used or intended to be occupied for sleeping and sanitation by one family at a time. Laundry facilities and cooking facilities other than a microwave oven shall not be provided in said rental unit.

2. **Hotel** – A structure primarily for transient guests and confined within one (1) principal building except for necessary accessory buildings. A hotel dwelling is hereby defined as a single room or group of rooms with facilities that are used or intended to be occupied for sleeping and sanitation by one family at a time. Laundry facilities and cooking facilities other than a microwave oven shall not be provided in said rental unit.

3. **Bed and Breakfast** – A place where tourist, transients, travelers or persons desiring overnight accommodations are provided with sleeping and sanitary facilities. Cooking

facilities other than a microwave oven are not allowed in an individual bed and breakfast room, but they are allowed within a common kitchen area.

SECTION 2 – LDC SECTION IV – ZONING DISTRICTS AND REGULATIONS REVISIONS

SECTION IV – ZONING DISTRICTS AND REGULATIONS

Add Supplementary Regulations Section IV.E.12.a. to read as follows:

E. Supplementary Regulations

12. Architectural design, aesthetic, and safety standards for single-family dwellings

a. To promote consistency within residential neighborhoods in the City, the following architectural design and aesthetic standards shall apply to all stand-alone, newly-constructed or structurally or materially altered single-family dwellings in all zoning districts except R-3, mobile and manufactured home residential. These standards to not apply to upper-floor, single-family dwellings above first-floor businesses in commercial zones C-1 and C-4.

As used in this section, "immediate neighborhood" means single-family dwellings whose property lines lie within 500 feet of the subject property and which are in zoning districts other than R-3.

The standards in this section shall apply to subdivisions and the Historic District, but covenants or restrictions for these areas that are more stringent than these standards take precedence over these standards. The "immediate neighborhoods" for such subdivision is the subdivision itself, and "immediate neighborhood" for the Historic District is the District itself.

Revise R-3 (mobile home residential) Applicable Regulations at Section 3 to read as follows:

R-3 MOBILE HOME RESIDENTIAL

APPLICABLE REGULATIONS

3. Multi-Family Housing

1. Fifty percent (50%) maximum lot coverage which shall include impervious surface.

2. Maximum of one ground floor dwelling unit per 2,000 square feet of total building site.

3. Minimum dwelling unit size shall be 500 square feet.

4. Maximum of twenty (20) dwelling units per acre at total build out.

Revise O/R (office residential) Principal Permitted Uses and Structures to read as follows:

O/R OFFICE RESIDENTIAL

PERMITTED USES AND STRUCTURES PRINCIPAL

1. Single Family Residential
2. Two Family Residential
3. Professional Offices and Services
4. Studios and Galleries for Photography, Music, Art, Dance, Vocal and Drama
5. Medical Offices and Services
6. Bed and Breakfasts

Revise O/R (office residential) Special Exceptions to read as follows:

O/R OFFICE RESIDENTIAL

SPECIAL EXCEPTIONS: After public notice and hearing and appropriate conditions and safeguards, the Planning and Zoning Board may permit as special exceptions:

1. Funeral Homes
2. Utilities Substations
3. Hospitals and Clinics
4. Public Buildings
5. Cemeteries
6. Churches and Church Sponsored Businesses
7. Schools
8. Residential Apartment Units
9. Child Care Centers

Revise C-1 (general commercial downtown) District Intent to read as follows:

C-1 GENERAL COMMERCIAL DOWNTOWN

DISTRICT INTENT

The provisions of the C-1 District are intended to apply to areas that serve a wide variety of commercial needs of the community. This district accommodates certain residential and bed-and-breakfast applications, but these uses must accept existing commercial uses in the district and

accept overall general commercial noise, traffic, smells, etc. (nuisances notwithstanding). Because all of C-1 falls within the Historic District, it is the district intent that all development within the district have an aesthetic compatibility with the nature of the Historic Downtown.

Revise C-1 (general commercial downtown) Permitted Uses and Structures Principal #23 to read as follows:

C-1 GENERAL COMMERCIAL DOWNTOWN

PERMITTED USES AND STRUCTURES PRINCIPAL

23. One Single-Family Dwelling, one Apartment, or one Residential Apartment Unit per 2,400 square feet of lot when combined with a commercial establishment. All such residential units may not extend beyond the total foundation footprint (may include porches, but not parking spaces and/or driveways) of the first commercial floor. Further, the residential units will not be permitted on the ground floor nor shall first floor parking garages, storage units or drive-throughs be considered commercial endeavors. Commercial and residential units will not be connected within the building. Separate entrances must be provided. The commercial areas in mixed use will not be used as auxiliary storage or convenience spaces for residential uses above. Nonconforming uses will be subject to penalties as provided in Section III.D. of this code. All first floor uses will be consistent with principal uses outlined above.

Revise C-1 (general commercial downtown) Permitted Uses and Structures Principals to add #27 and #28 to read as follows:

27. Stand-alone, single-family dwellings existing on the effective date of Florida Department of Economic Opportunity's State Register notice approving this provision.

28. Bed and Breakfast Units:

- a. On an upper floor above a first-floor commercial business provided the bed and breakfast use is compatible with the first-floor commercial use, or
- b. On the first and/or upper floor of a stand-alone, single-family dwelling existing on the effective date of Florida Department of Economic Opportunity's State Register notice approving this provision provided the requirements of code Section X, Additional Regulations requirement number (18), are met.

Revise C-2 (neighborhood commercial) "Special Execution" to read "Special Exceptions".

Revise C-2 (neighborhood commercial) Special Exceptions to read as follows:

C-2 NEIGHBORHOOD COMMERCIAL

SPECIAL EXCEPTIONS: After public notice and hearing and appropriate conditions safeguards, the Planning and Zoning Board may permit, as special exceptions:

1. Bed and Breakfasts
2. Indoor Amusements (Pool, Billiard, Similar Uses)
3. Service Stations (No Repair Facilities)
4. Two Family
5. Residential Apartment Units

Revise C-3 (highway commercial) Principal Permitted Uses and Structures to read as follows:

C-3 HIGHWAY COMMERCIAL

PERMITTED USES AND STRUCTURES PRINCIPAL

1. Hotels, Motels, and Bed and Breakfasts
2. Restaurants
3. Antique Shops
4. Business and Professional Offices
5. Medical Offices
6. Social and Fraternal Clubs and Lodges
7. Repair Services
8. Financial, Insurance, and Real Estate Services
9. Personal Services (barber and beauty shops)
10. Utilities Substations

Revise C-4 Commercial District to read as C-4 Riverfront Commercial District.

Revise C-4 (riverfront commercial district) District Intent to read as follows:

C-4 RIVERFRONT COMMERCIAL DISTRICT

DISTRICT INTENT

The provisions of the C-4 District are intended to provide for the economic needs of the City residents by accommodating a variety of commercial land used along the Apalachicola River waterfront. This district accommodates certain upper-floor residential and bed-and-breakfast applications, but these uses must accept existing commercial uses in the district and accept overall general commercial noise, traffic, smells, etc. (nuisances notwithstanding). No stand-alone, single-family dwelling shall be allowed.

Revise C-4 (riverfront commercial district) Principal Permitted Uses and Structures to read as follows:

C-4 RIVERFRONT COMMERCIAL DISTRICT

PERMITTED USES AND STRUCTURES PRINCIPAL

1. Retail and Wholesale Building Materials
2. Automotive Repair, Sales and Rental
3. Veterinary Hospitals, Medical Clinics and Offices
4. Light Manufacturing and Assembly
5. Printing and Publishing
6. Boat Sales and Services
7. Retail and Wholesale Activities
8. Retail and wholesale Seafood
9. Ship Repair Yards with Dry-dock facilities
10. Marine Supplies

11. One Single-Family Dwelling, one Apartment, or one Residential Apartment Unit per 2,400 square feet of lot when combined with a commercial establishment. All such residential units shall not extend beyond the total foundation footprint (may include porches, but not parking spaces and/or driveways) of the first commercial floor. Further, the residential units will not be permitted on the ground floor nor shall first floor parking garages, storage units or drive-throughs be considered commercial endeavors. Commercial and residential units will not be connected within the building. Separate entrances must be provided. Upstairs residential use shall be compatible with the first-floor commercial use.

12. Hotels, Motels
13. Eating and Drinking Establishments
14. Offices/Studios
15. Museums/Galleries

16. Bed and Breakfasts units, on an upper floor above a first-floor commercial business. Upstairs bed and breakfast use shall be compatible with the first-floor commercial use.

SECTION 3 – LDC SECTION X – TRANSIENT LODGING REVISIONS

SECTION X – TRANSIENT LODGING

Revise Section X (transient lodging) Dimensional Requirements to read as follows:

SECTION X TRANSIENT LODGING

DIMENSIONAL REQUIREMENTS

Hotel/Motel

Minimum number of units: 11

Maximum number of units: 50

Minimum square footage per unit: 200 square feet

Maximum square footage per unit: 600 square feet

Permissible building height: 35 feet

Maximum lot coverage: Refer to district standards

Maximum impervious surface ratio: Refer to district standards

Minimum building lot size: That amount of land necessary to accommodate desired number of units (minimum 11 units) and still adhere to lot coverage and infrastructure requirements.

Minimum width: Refer to district standards

Minimum depth: Refer to district standards

Setbacks: Refer to district standards

Bed and Breakfast

Minimum number of units: 2 (per building)

Maximum number of units: 10 (per building)

Minimum building lot size: That amount of land necessary to accommodate desired number of units (minimum 2 units) and still adhere to lot coverage and infrastructure requirements.

Revise Section X (transient lodging) Additional Regulations to read as follows:

SECTION X TRANSIENT LODGING

ADDITIONAL REGULATIONS

In addition to any existing regulations relating to hotel/motel development found elsewhere in the land development regulations, the following criteria shall apply to all transient lodging facilities:

1. All units in all transient lodging facilities (hotel/motel/B&B) within the City of Apalachicola shall be considered transient accommodation units and must be made available as rentals on a continual daily or weekly basis but for a period of time less than 30 consecutive days. If the occupancy of any such unit does not change more frequently than

12 times or more in any continuous 12 month period, then a rebuttable presumption shall arise that the unit is not being used for transient accommodations.

2. Proper licensing will be required of all transient lodging units.

3. A reservation system shall be required as an integral part of the hotel/motel facility for the rental of units.

4. For hotels/motels, there shall be a lobby/front desk area that is internally oriented, operated for transient lodging, and occupied or accessible by staff on a 24-hour basis.

5. All units shall be subject to all applicable tourist tax collections when rented.

6. For hotels/motels, all units must be included in the inventory of units that are available for rent.

7. Annual occupational licenses for each business operating a transient lodging facility shall be required from the City of Apalachicola.

8. all transient lodging facilities must have sufficient signage viewable by the general public designating the use as such.

9. The books and records of the transient lodging facility pertaining to the rentals of each unit in a hotel/motel facility shall be open for inspection by authorized representatives of the City of Apalachicola, upon reasonable notice, in order to confirm compliance with these regulations as allowed by general law.

10. The City of Apalachicola may require affidavits of compliance with this section from each hotel/motel facility owner.

11. Each hotel/motel facility shall have no more than 1 potable water tap and 1 electric hookup.

12. Time sharing of hotel/motel/B&B units shall not be permitted.

13. Cooking facilities other than microwave ovens are not allowed in transient lodging (hotel/motel/B&B) facility units.

14. Transient lodging facilities (hotel/motel) located along the riverfront must provide access to the riverfront and provide boardwalk access along the waterfront and give a perpetual easement to the City of Apalachicola for the general public.

15. Transient lodging facilities (applies to hotels, motels and bed and breakfasts) must be located in appropriate zoning districts as provided in Ordinance 91-7 Zoning Code.

16. All transient lodging facilities must meet applicable parking, stormwater and site plan requirements as provided in Ordinance 91-7 Zoning Code.

17. In General Commercial Zone C-1 or Riverfront Commercial Zone C-4, a building having a first-floor commercial use may have a bed and breakfast use on an upper floor provided all applicable requirements are met.

18. In General Commercial Zone C-1, the first and/or upper floor of a stand-alone, single-family dwelling existing on the effective date of Florida Department of Economic Opportunity's State Register notice approving this provision may be converted to a bed-and-breakfast use provided that the first floor dwelling footprint is not expanded and all parking, Floodplain Management Ordinance, and other applicable requirements are met.

SECTION 4: All ordinances or parts of ordinances in conflict herewith, to the extent of such conflict are hereby repealed.


This Ordinance was read and adopted on AUGUST 8, 2017. Motion to adopt Ordinance made by Commissioner ASH, second by Commissioner COOK.


Voting Aye: ELLIOTT, ASH, COOK, MAYOR JOHNSON

Voting Nay: NONE

FOR THE CITY COMMISSION OF THE
CITY OF APALACHICOLA

ATTEST:


Lee Mathes, City Administrator


Van W. Johnson, Sr., Mayor

**STATE OF FLORIDA
DEPARTMENT OF ECONOMIC OPPORTUNITY**

In re: A LAND DEVELOPMENT REGULATION
ADOPTED BY CITY OF APALACHICOLA,
ORDINANCE NO. 2017-07

**FINAL ORDER
APPROVING APALACHICOLA ORDINANCE NO. 2017-07**

The Department of Economic Opportunity ("Department") hereby issues its Final Order, pursuant to Section 380.05(6), Florida Statutes, approving land development regulations adopted by the City of Apalachicola ("City"), Ordinance No. 2017-07 (the "Ordinance").

FINDINGS OF FACT

1. The Apalachicola Bay Area is designated by Section 380.0555, Florida Statutes, as an area of critical state concern. The City is within the Apalachicola Bay Area.
2. The Ordinance was adopted by the City on August 8, 2017, and rendered to the Department on August 9, 2017.
3. The Ordinance amends the City's Land Development Regulations by amending sections II, IV, and X of the Land Development Code. The Ordinance revises various definitions in Section II, revises zoning district regulations to promote architectural design and safety standards for single family dwellings, revises the minimum dwelling unit size for multifamily housing, revises the dimensional requirements for Hotels/Motels and Bed and Breakfasts, revises zoning district regulations to permit Bed and Breakfasts in commercial zones and, establishes additional regulations relating to transient lodging.

CONCLUSIONS OF LAW

4. The Department is required to approve or reject land development regulations that are adopted by any local government in an area of critical state concern. *See* Section 380.05(6), Florida Statutes.

5. "Land development regulations" include local zoning, subdivision, building, and other regulations controlling the development of land. Section 380.031(8), Florida Statutes. The regulations adopted by the Ordinance are land development regulations.

6. The Ordinance is consistent with the City's Comprehensive Plan as required by section 163.3177(1), Florida Statutes, generally, and specifically Future Land Use Objective No. 2, Policies 2.5 and 2.6.

7. All land development regulations enacted, amended, or rescinded within an area of critical state concern must be consistent with the principles for guiding development for that area. *See* Section 380.05(6), Florida Statutes. The Principles for Guiding Development for the Apalachicola Bay Area of Critical State Concern are set forth in section 380.0555(7), Florida Statutes.

8. The Ordinance is consistent with the Principles for Guiding Development in section 380.0555(7), Florida Statutes, as a whole, and is specifically consistent with the following Principles:

(a) Land development shall be guided so that the basic functions and productivity of the Apalachicola Bay Area's natural land and water systems will be conserved to reduce or avoid health, safety, and economic problems for present and future residents of the Apalachicola Bay Area.

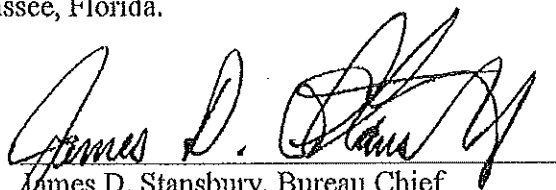
(b) Land development shall be consistent with a safe environment, adequate community facilities, a superior quality of life, and a desire to minimize environmental hazards.

(c) Growth and diversification of the local economy shall be fostered only if it is consistent with protecting the natural resources of the Apalachicola Bay Area through appropriate management of the land and water systems.

WHEREFORE, IT IS ORDERED that the Department finds that the City of Apalachicola Ordinance No. 2017-07 is consistent with the City of Apalachicola's Comprehensive Plan and the Principles for Guiding Development for the Apalachicola Bay Area of Critical State Concern and is hereby APPROVED.

This Final Order becomes final 21 days after publication in the Florida Administrative Register unless a petition is timely filed as described in the Notice of Administrative Rights below.

DONE AND ORDERED in Tallahassee, Florida.


James D. Stansbury, Bureau Chief
Bureau of Community Planning and Growth
Department of Economic Opportunity

NOTICE OF ADMINISTRATIVE RIGHTS

ANY PERSON WHOSE SUBSTANTIAL INTERESTS ARE AFFECTED BY THIS FINAL ORDER HAS THE OPPORTUNITY FOR AN ADMINISTRATIVE PROCEEDING PURSUANT TO SECTION 120.569, FLORIDA STATUTES.

FOR THE REQUIRED CONTENTS OF A PETITION CHALLENGING AGENCY ACTION, REFER TO RULES 28-106.104(2), 28-106.201(2), AND 28-106.301, FLORIDA ADMINISTRATIVE CODE.

DEPENDING ON WHETHER OR NOT MATERIAL FACTS ARE DISPUTED IN THE PETITION, A HEARING WILL BE CONDUCTED PURSUANT TO EITHER SECTIONS 120.569 AND 120.57(1), FLORIDA STATUTES, OR SECTIONS 120.569 AND 120.57(2), FLORIDA STATUTES.

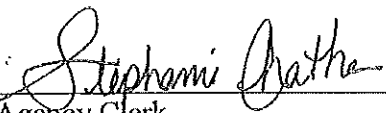
ANY PETITION MUST BE FILED WITH THE AGENCY CLERK OF THE DEPARTMENT OF ECONOMIC OPPORTUNITY WITHIN 21 CALENDAR DAYS OF THE FINAL ORDER BEING PUBLISHED IN THE FLORIDA ADMINISTRATIVE REGISTER. A PETITION IS FILED WHEN IT IS RECEIVED BY:

AGENCY CLERK
DEPARTMENT OF ECONOMIC OPPORTUNITY
OFFICE OF THE GENERAL COUNSEL
107 EAST MADISON ST., MSC 110
TALLAHASSEE, FLORIDA 32399-4128
FAX 850-921-3230

YOU WAIVE THE RIGHT TO ANY ADMINISTRATIVE PROCEEDING IF YOU DO NOT FILE A PETITION WITH THE AGENCY CLERK WITHIN 21 CALENDAR DAYS OF THE FINAL ORDER BEING PUBLISHED IN THE FLORIDA ADMINISTRATIVE REGISTER.

CERTIFICATE OF FILING AND SERVICE

I HEREBY CERTIFY that the original of the foregoing Final Order has been filed with the undersigned designated Agency Clerk, and that true and correct copies have been furnished to the following persons by the methods indicated this 4th day of October, 2017.



Agency Clerk
Department of Economic Opportunity
107 East Madison Street, MSC 110
Tallahassee, FL 32399-4128

By Certified U.S. Mail:

The Honorable Van W. Johnson, Sr., Mayor
Recreation & Community Service Complex
192 Coach Wagoner Boulevard, Suite 1
Apalachicola, Florida 32320

Deborah Guillotte, City Clerk
Apalachicola City Hall
1 Avenue E.
Apalachicola, Florida 32320

Cindy Clark, City Planner
Apalachicola City Hall
1 Avenue E.
Apalachicola, Florida 32320

Lee Mathes, City Administrator
Apalachicola City Hall
1 Avenue E.
Apalachicola, Florida 32320

CODE ENFORCEMENT SHORT-TERM RENTAL ENFORCEMENT PLAN

GOALS:

- Identify all properties operating as Short-term Rentals (STR) in the City of Apalachicola.
- Determine those STRs operating illegally and institute a process for bringing them into compliance.

ACTIONS STEPS:

- Have Avenu Insight & Analytics software up and running by 10/1/2023.\ul style="list-style-type: none;"> - Train in operation of software.
- Develop a plan for regulating STRs in residential zones.
 - Implement a process for identifying STRs in residential zones.
 - Verify properties in non-compliance.
 - Prepare letter with timeframe for shutting down which includes possible fines and implementation timeframe.
 - Pursue enforcement.
 - Maintain a weekly review of properties in R-1 to R-4 zones.
- Develop a plan for regulating STRs in commercial zones (C-1, C-2, C-3, C-4 & O/R)
 - Create checklist and inspection sheet.
 - Identify and code enforce STRs that are non-compliant in commercial zones.
 - Implement a communication plan for STRs in commercial zones
 - What does compliance mean?
 - How to get in compliance?
 - Facebook and COA web page communication plan
 - Set-up STR link on COA web page.
 - Complete inspections of STR properties.

Sec. 101-8. Definitions.

The following words, terms and phrases, when used in this land development code, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Abandoned sign means a sign which no longer identifies or advertises a bona fide business, lessor service, owner, product or activity, time of event passed, and/or for which no legal owner can be found. The definition of the term "abandoned sign" shall also include any sign structure, which no longer supports the sign for which it was designed.

Abutting property means any property that is immediately adjacent to or contiguous to property that may be subjected to any hearing required to be held under this code, or that is located immediately across any road or public right-of-way from the property subject to any hearing under this code.

Accessibility requirements means design criteria that respond to the special needs of persons with disabilities, as a specified in the most recent published federal and state guideline.

Accessory building and uses means a structure or a use customarily incidental and subordinate to the principal structure or use and located on the same lot. Accessory structures shall not be used for habitable purposes. Accessory buildings shall not be constructed until a principal structure is in place.

Accessory sign means a permanent ground or building sign that is permitted under this Code as incidental to an existing or proposed use of land.

Accessory use means a use of land or structure or portion thereof customarily incidental and subordinate to the principal use of the land or structure and located on the same parcel.

Accommodations means any hotel, motel, tourist court, roominghouse, bed and breakfast or rental unit intended to be used for transient persons or tourists for overnight lodging or longer. Any business containing one or more rental units renting for a time period of less than one month shall be deemed an accommodation facility. Non-accommodations shall be any activity other than one which may be classified as an accommodations activity.

Adult business means an establishment having 15 percent of its stock in trade being pornographic materials.

Adult use establishment means a site or premises, or portion thereof, upon which adult use activities or operations are conducted.

Advertising means sign copy intended to directly or indirectly promote the sale or use of a product, service, commodity, entertainment, or real or personal property.

"A" frame or sandwich sign means a sign so named because of the inverted "v"-shaped structure and utilization of copy on both sides, facing opposite directions. These signs are usually painted on wood or metal surfaces, usually resting on the ground with no permanent attachment.

Airport means any runway, landing area or other facility designed and used, either publicly or privately, by any person, for the landing and taking off of aircraft, including all necessary taxiways, aircraft storage and tie-down areas, hangers and other necessary buildings and open spaces.

Alcoholic beverage establishment means any establishment devoted primarily to the retail sale of alcoholic beverages for consumption on and/or off the premises.

Alley means a public or private way, which affords only a secondary means of access to property abutting thereon which is not otherwise designated a thoroughfare or for general traffic, and which is not otherwise designated as a street.

Alteration means any change in the arrangement of a building; any work affecting the structural parts of a building; or any change in zoning classification, a conditional use, a variance or an appeal.

Alteration of a watercourse means a dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

Animated sign means any sign of which all or any part thereof visibly moves in any fashion whatsoever; and any sign which contains or uses for illumination any light or lighting device which change color, flash or alternate to show movement or motion, or change the appearance of such sign or any part thereof automatically. The term "animated sign" shall not include revolving signs.

Apartment means a single dwelling unit rented for 30 or more consecutive days and containing a room or suite of rooms together with a kitchen or kitchenette and sanitary facilities. The minimum required size for an apartment unit is 500 square feet of enclosed, heated living area.

Appeal means a request for a review of the city's interpretation of any provisions of this Code or a request for a variance.

Applicant means the record owner, or his authorized representative, of a tract of land which is the subject of a request for change in zoning classification, a conditional use, a variance or an appeal.

Aquifer means a geologic formation, group of formations, or part of a formation that contains sufficient saturated, permeable material to yield significant quantities of water to wells and springs.

Area means a clear or open space of land or right-of-way, or the enclosed space or location on which a building stood, stands, or could stand.

Area of critical state concern. See F.S. § 380.05.

Arterial street means a street designed or utilized primarily for high-speed vehicular movements and heavy volumes of traffic, collecting traffic from collector streets.

ASCE 24 means a standard titled Flood-Resistant Design and Construction that is referenced by the Florida Building Code. ASCE 24 is developed and published by the American Society of Civil Engineers in Reston, Virginia.

Assisted living facility means any building, section or distinct part of a building, private home, boarding home, home for the aged, or other residential facility, whether operated for profit or not, which undertakes through its ownership or management to provide housing, meals, and one or more personal services for a period exceeding 24 hours to one or more adults who are not relatives of the owner or administrator.

Attached sign means any sign attached to any part of a building, as contrasted to a freestanding sign, and which extends from the wall no more than 12 inches.

Automotive repair means the repair, rebuilding or reconditioning of motor vehicles or parts thereof including collision service, painting and steam cleaning of vehicles.

Automotive wrecking and salvage yards means the dismantling or wrecking of used motor vehicles, mobile homes or other vehicles, or the storage, sale or dumping of such wrecked or dismantled vehicles or parts. See *Junkyard*.

Awning means any rigid or non-rigid material such as fabric or flexible plastic that is supported by or stretched over a frame that is attached to an exterior wall.

Awning sign means a sign placed or painted directly on the surface of an awning.

Backlight awning means a structure, projecting from and supported by the exterior wall of a building constructed of materials such as cloth, plastic or metal with characters, letters, figures, etc., illuminated by electric light, luminous tubes, or other lighting method as part of the sign structure. This type of structure will be considered a wall sign for regulation purposes.

Banner means any temporary hanging sign possessing characters, letters, illustrations or ornamentations applied to paper, plastic or fabric of any kind. This classification shall not include plastic or fabric signs which are permanently attached within a rigid frame which are intended to be used as a permanent sign. National flags, flags of political subdivisions and symbolic flags of any institution or business shall not be considered banners.

Bar or saloon means any place devoted primarily to the selling or dispensing and drinking of malt, vinous or other alcoholic beverages or any place where any sign is exhibited or displayed indicating that alcoholic beverages are obtainable within or thereon and where such beverages are consumed on the premises.

Base flood means a flood having a one-percent chance of being equaled or exceeded in any given year. The base flood is commonly referred to as the "100-year flood" or the "one-percent-annual chance flood."

Base flood elevation means the elevation of the base flood, including wave height, relative to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD) or other datum specified on the flood insurance rate map (FIRM).

Basement means the portion of a building having its floor subgrade (below ground level) on all sides.

Bench sign means an advertising message on any portion of a bench.

Block includes the term "tier" or "group" and means a group of lots existing within well-defined and fixed boundaries, usually being an area surrounded by streets or other physical barriers and having an assigned number, letter, or other name through which it may be identified.

Board means the planning and zoning board for the City of Apalachicola.

Boat yard means a commercial or nonprofit boat basin with facilities for one or more of the following: sale, construction, repair, storage, launching and berthing, securing, fueling and general servicing of marine craft of all types.

Bond means any form of a security including a cash deposit, surety bond, collateral, property or instrument or credit on any amount and form satisfactory to the city commission.

Borrow pit means an excavation from which natural materials are removed for use elsewhere, leaving a hole (pit).

Buffer means a physical barrier located between and separating one or more land uses, especially potentially incompatible uses, from one another. The buffer reduces such potential off-site impacts as glare, noise and visual impacts through separation by distance and through visual screening. Typical visual screening consists of an area of thick vegetation. A wetland buffer is intended to protect critical habitat and water resources from neighboring land uses.

Buffer fence means a solid opaque fence of sufficient height to obstruct view, which is constructed of durable materials appropriate for the intended use and consistent with materials commonly used in surrounding areas or neighborhoods.

Buildable area means the area of a lot remaining after the setback and open space requirements of chapter 111, article III have been met.

Building means any structure designed or built for support, enclosure, shelter, or protection of persons, animals, chattels or property of any kind. The term "building" shall include the term "structure," any structure constructed or used for a residence, business, industry or other private or public purposes, including structures that are accessory to such uses, provided such structure is in compliance with the Florida Building Code.

Building coverage. See *Lot coverage*.

Building footprint means the perimeter of a building's foundation walls.

Building height means the vertical distance from either the highest existing, or pre-development, grade of the property at the front center of a building or the crown of the road adjacent to the front of a building (whichever is higher in elevation) to the structure's highest point of the roof. In the case of an existing building proposed to be increased in height, the building height is the vertical distance from the finished grade at the front center of the building to the proposed highest point of the roof.

Building height, permissible, means the maximum building height for new construction of all residential and nonresidential structures in both non-flood-rated and flood-rated areas within the city is 35 feet. Height exception: proposed construction of architectural or structural elements above 35 feet such as chimneys, parapets, cooling towers, elevator bulkheads, fire towers, ornamental architectural detailing, heating/cooling systems, or necessary mechanical appurtenances must be approved by the architectural review board, and a certificate of appropriateness must be received prior to development. Approved architectural or structural elements must not exceed 36 inches above the 35-foot building height limit. An existing historic building which exceeds current height restrictions and which is destroyed by fire or acts of nature may be permitted to be rebuilt to original height, provided the building is a replica of the original historic building.

Building line means an imaginary line across the property, defined in each district by the setback requirement on which the front wall of a building may be built. For the purpose of measuring, setbacks shall be determined by measuring from any vertical support of a covered roof section to the nearest point of the lot line.

Building marker means any sign indicating the name of a building and date and/or incidental information about its construction, which sign is cut into a masonry surface or made of bronze or other permanent material.

Building, principal, means a building in which is conducted the main or principal use of the lot or parcel on which said building is situated.

Building setback means the minimum horizontal distance between the front, rear or side lines of the lot and the front, rear and sides of the building. When two or more lots under one ownership are used, the exterior property lines so grouped shall be used in determining building setback when the interior common lot line is straddled by the principal structure.

Building sign means a sign displayed upon or attached to any part of the exterior of a building, including walls, windows, doors, parapets, marquees and roof slopes of 45 degrees or steeper.

Bulkhead means a structure separating land and water areas, primarily designed to resist earth pressures.

Caliper means the diameter at breast height (DBH) of the trunk of all trees four feet above ground.

Canopy means an extension of the roof of a building or a freestanding structure that has a roof with support but no walls.

Canopy sign means any sign that is a part of or attached to an awning, canopy or other fabric, plastic or structural protective cover over a door, entrance, window or outdoor services area.

Car wash means an area of land and/or a structure with machine- or hand-operated facilities, used principally for the cleaning, washing, polishing or waxing of motor vehicles.

Cemetery means land used or intended to be used for the burial of animal or human dead and dedicated for cemetery purposes, including mausoleums and mortuaries, if operated in connection with and within the boundaries of such cemetery.

Centerline, street, means a line running parallel with the highway right-of-way, which is half the distance between the extreme edges of the official right-of-way width.

Certificate of appropriateness means the preliminary approval granted by the architectural review board relating to the review of the design, look and use of a proposed development within the city. This is generally the first review and approval phase for development within the city.

Certificate of occupancy means that certificate issued by the city building inspector, subsequent to final inspection, that all improvements have been completed in conformity with the requirements of the Code and the approved construction plans and specifications.

Certification of ownership means an opinion of title of a licensed attorney or a title company certifying to the local government, based upon an examination of an abstract of title of the official records of the county, stating that the applicant is the owner in fee simple to the tract submitted for subdivision. The certificate shall also state the names and nature of all liens, mortgages and encumbrances against the title to said tract, if any.

Certified survey means a survey, sketch plan, map or other exhibit containing a written statement regarding its accuracy or conformity to specified standards, certified and signed by the registered surveyor under whose supervision said survey was prepared.

Change of occupancy means discontinuance of an existing use and the substitution of a different kind or class of use.

Channel: A trench, the bottom of which is normally covered entirely by water, with the upper edges of one or both of its sides normally below water. A natural or artificial watercourse of perceptible extent, with bed and banks to confine and conduct continuously or periodically flowing water.

Church means a building used for nonprofit purposes by a recognized or established religion as its place of worship. Such building may include a residential area for the pastor or minister.

Citizens' tree trimming committee means a citizen advisory group appointed by the city commission to review and make recommendations regarding tree preservation and regulation issues.

City means the City of Apalachicola, Florida and its elected and appointed officials.

City commission means the Apalachicola city commission.

City engineer means a person or firm currently licensed and registered to practice engineering in the State of Florida and retained by the City of Apalachicola to oversee the appropriate provisions of this article.

Clear cutting means the removal of all standing trees on a lot or a portion of a lot.

Clerk means the Franklin County Clerk of the Circuit Court.

Club means a building and facilities owned and operated by a corporation or association of persons for social or recreational purposes, but not operated primarily for profit or to render a service which is customarily carried on as a business.

Cluster development means a residential or commercial development which features buildings located closer together on a particular parcel for the purpose of maximizing open space.

Coastal construction control line means the line established by the state pursuant to F.S. § 161.053, and recorded in the official records of the community, which defines that portion of the beach dune system subject to severe fluctuations based on a 100-year storm surge, storm waves or other predictable weather conditions.

Coastal high hazard area means the area below the elevation of the category 1 storm surge line as established by a sea, lake, and overland surges from hurricanes (SLOSH) computerized storm surge model.

Code enforcement officer means an individual authorized by the city through ordinance, resolution, policy, or administrative order, to enforce the provisions of the city's land development code and the Florida Building Code who has the authority to issue notices to appear; including the building official or the inspectors of the building inspection division of the growth management department, excluding law enforcement officers.

Collector street, major and minor. A major collector street carries medium volumes of traffic collected primarily for minor collector streets and delivering the traffic to arterial streets. A minor collector street carries relatively light volumes of traffic primarily from minor streets to major collector streets.

Commercially developed parcel means a parcel of property on which there is at least one walled and roofed structure used or designed to be used for other than residential purposes.

Commission or city commission means the city commission of the City of Apalachicola.

Common recreation and open space means the total amount of improved usable area, including outdoor space, permanently set aside and designated on the site plan as recreational or open space for use by residents of a planned unit development (PUD). Such area may include parcels or parcels of land or a combination of land and water, and may be in the form of active or passive recreation area, including, but not limited to, playgrounds, golf courses, beach frontage, nature trails and lakes. Common open space shall be improved to the extent necessary to complement the residential uses and may contain compatible and complementary structures for the benefit and enjoyment of the residents of the PUD.

Community center means a recreation and/or meeting facility provided for public use.

Complaint means a written grievance by a citizen, group, agency, etc.

Comprehensive plan means the local government comprehensive plan, which was adopted by code consistent with F.S. § 163.3161, as amended, and serves as the legal guideline to guide future development of the local government.

Conditional use means a use, temporary in nature, required as a result of circumstances not usually associated with the area (i.e., grandstands, construction trailers, temporary food vendors). For purposes of this definition, the term "temporary" means not to exceed six months.

Construction permit means the building permit to begin construction of improvements according to the construction plans and specifications approved under the appropriate administrative procedures outlined in this Code.

Construction plans and specifications means the engineering drawings, specifications, tests and data necessary to show plans for construction of the proposed improvements in a subdivision in sufficient detail to permit evaluation of the proposals.

Construction sign means a non-permanent sign identifying the persons, firms, or businesses directly connected with a construction project.

Corner lot. See *Lot, corner*.

Courtyard means an open, unobstructed, unoccupied space other than a yard on the same premises on which the building is located; an unoccupied open space on the same lot with the principal building and fully enclosed on at least three adjacent sides by walls of the principal building.

Day care center means a residence or building in which five or more children under 17 years of age are received for full-time or part-time care or training, and for whom board may or may not be provided, and that for such care or custody, remuneration shall be paid by the parents or legal guardians of the children, and shall include the terms "kindergartens," "nursery schools" and "schools for child care." A day care center shall be subject to the provisions of all applicable state and local regulation.

Demolition means the tearing down or razing of 25 percent or more of a structure's existing external walls.

Density means the maximum number of units divided by the gross land area. It is typically expressed in units per acre.

Density, maximum gross residential, means the density which shall be determined by dividing the maximum allowable units by the gross acres of land. All residential densities denoted on the future land use map and the official zoning map stipulate the maximum gross densities permitted for development on the land. Gross land area shall be defined as those contiguous land areas under common ownership proposed for development.

Department of business and professional regulation-approved manufactured building means any factory-built structure, building assembly or system of subassemblies that is manufactured or constructed under the authority of F.S. §§ 553.35—553.42, known as the Florida Manufactured Building Act of 1979. All such manufactured buildings shall meet the requirements of, and bear the insignia of approval of, the state department of business and professional regulation.

Design flood means the flood associated with the greater of the following two areas:

- (1) Area with a floodplain subject to a one-percent or greater chance of flooding in any year; or
- (2) Area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Design flood elevation means the elevation of the design flood, including wave height, relative to the datum specified on the community's legally designated flood hazard map. In areas designated as Zone AO, the design flood elevation shall be the elevation of the highest existing grade of the building's perimeter plus the depth number (in feet) specified on the flood hazard map. In areas designated as Zone AO where the depth number is not specified on the map, the depth number shall be taken as being equal to two feet.

Developer means the person or legal entity that applies for approval of a plat of a subdivision pursuant to this ordinance.

Development means the carrying out of any building or mining operation or the making of any material change in the use or appearance of any structure or land and the dividing of land into two or more parcels.

- (1) The following activities or uses shall be taken, for the purposes of this chapter, to involve development, as defined in this section:
 - a. A reconstruction, alteration of the size or material change in the external appearance of a structure on land.
 - b. A change in the intensity of use of land, such as an increase in the number of dwelling units in a structure or on land, or material increase in the number of businesses, manufacturing establishments, offices or dwelling units in a structure or on land.
 - c. Alteration of a shore or bank of a seacoast, river, stream, lake, pond or canal.
 - d. Commencement of drilling, except to obtain soil samples, mining or excavation on a parcel of land.
 - e. Demolition of a structure.
 - f. Clearing of land as an adjunct of construction.
 - g. Deposit of refuse, solid or liquid waste or fill on a parcel of land.
- (2) The following operations or uses shall not be taken, for the purposes of this chapter, to involve development as defined in this section:
 - a. Work for the maintenance, renewal, improvement or alteration of any structure, if the work affects only the interior or the color of the structure or the decoration of the exterior of the dwelling.
 - b. The use of any structure or land devoted to dwelling uses for any purpose customarily incidental to enjoyment of the dwelling.
 - c. A change in the ownership or form of ownership of any parcel or structure.
 - d. The creation or termination of rights of access, riparian rights, easements, covenants concerning development of land or other rights in land.

The term "development," as designated in this Code, includes all other development customarily associated with it, unless otherwise specified. When appropriate to the context, the term "development" refers to the act of developing or to the result of development. Reference to any specific operation is not intended to mean that the operation or activity, when part of other operations or activities are not development.

Development rights means the number of residential dwelling units or the amount of commercial and/or industrial square footage which may be constructed on a particular parcel or lot as specified in the zoning district regulations.

Development stage means a specific portion of a subdivision or planned unit development (PUD) that may be developed as an independent, freestanding entity that is delineated in the preliminary plat or development plan, whichever is applicable. Each stage shall be consistent with a development schedule which is a comprehensive statement showing the type and extent of development to be completed within the various practicable time limits and the order in which development is to be undertaken. A development schedule shall contain an exact description of the specific buildings, facilities, common open space and other improvements to be developed at the end of each time period.

Directory sign means any sign which displays exclusively the names, logos and locations of occupants or uses of a building or commercial complex. No advertising other than name, logo and locations of occupants or use is included.

Documentation means photographs, slides, drawings, plans, or written descriptions.

Domestic wastewater facility means a wastewater collection, treatment, and disposal system approved by the Department of Environmental Protection in accordance with F.A.C. title 62.

Double-faced sign means a sign which has two display areas against each other or where the interior angle formed by the display areas is 60 degrees or less, where one face is designed to be seen from one direction and the other face from the other direction.

Drip line means a limiting line established by a series of perpendicular drop points marking the maximum radius of the crown of an existing tree, but not less than ten feet from the trunk, whichever is greater, and within which no construction or disturbance shall occur.

Drive-through establishment, including drive-in and drive-up, means an establishment which by design, physical facilities, service or by packaging procedures, encourages or permits customers to receive services or obtain goods while remaining in a motor vehicle.

Dry-dock facility means a commercial establishment providing for the upland storage and servicing of watercraft.

Due public notice, as used in connection with the phrase "public hearing" or "hearings with due public notice," means publication of notice of the time, place and purpose of such hearing at least twice in a newspaper of general circulation in the area, with the first such publication to be at least 15 days prior to the date of the hearing and the second such publication to be at least five days prior to the hearing. In addition, except where the hearing applies to all of the lands within the areas, similar notices setting forth the time, place and purpose of such hearing shall be mailed to the last-known address of the owners of the property involved in, or whose land is within 500 feet of the periphery of, the lands subject to rezoning; and such notices shall also be posted in a conspicuous place on or around such lots, parcels or tracts of land as may be involved in or directly affected by the hearing. Affidavit proof of the required publication, mailing and posting of the notice shall be presented at the hearing. Failure of any owner to receive such notice shall in no way affect the validity of any action taken in a public hearing.

Dwelling means any building or portion thereof which is designed or used for residential purposes, but does not include a trailer coach or converted trailer, hotel, motel, boardinghouse, or roominghouse.

Dwelling, multifamily, means a residential building designed for or occupied exclusively by three or more families, with the number of families in residence not exceeding the number of dwelling units provided, and with only structural maintenance services furnished by the management. The minimum required size for a multifamily dwelling unit is 500 square feet of enclosed, heated living area.

Dwelling, single-family, means a residence used or intended to be used as a home in which the use and management of all sleeping quarters and appliances for sanitation, cooking, ventilation, heating and lighting are designed for the use of one family, and with partitioning so that any substantial interior portion of the dwelling is accessible without resorting to exterior access, and the building shall have only one kitchen and one electrical meter.

Dwelling, two-family, means a residential building designed for or occupied by two families (duplex), with the number of families in residence not exceeding the number of dwelling units provided. The minimum required size for each of the two units within a two-family dwelling is 500 square feet of enclosed, heated living area.

Easement means a grant from a property owner for the use of land for a specific purpose by the general public, by a corporation or by a certain person.

Eaves means the extension or overhang of a roof measured from the outer face of the supporting wall or column to the farthest point of the overhanging structure.

Electric sign means any sign containing electric wiring.

Encroachment means the placement of fill, excavation, buildings, permanent structures or other development into a flood hazard area which may impede or alter the flow capacity of riverine flood hazard areas.

Enforcement officer means the official designated by the city to administer and enforce the provisions of this chapter or his designee.

Engineer means a civil engineer, registered and currently licensed to practice in the state, retained by the developer to prepare, supervise, and certify the engineering work required by this ordinance.

Erect means to build, paint, construct, reconstruct, attach, hang, suspend, place or affix.

Erected includes the term "constructed," "moved," "located" or "relocated."

Exception means a use that would not be appropriate generally and with restriction throughout the zoning district, but if controlled as to number, area or location, would be permissible as stipulated in this Code.

Existing building and existing structure means any buildings and structures for which the start of construction commenced before July 18, 1983.

Existing manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before July 18, 1983.

Expansion to an existing manufactured home park or subdivision means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

Exterior means the outside part of a building, structure, or object.

Facility means a building, appurtenant structures, and surrounding land used by a single business private entity or governmental unit or sub-unit at a single location or site.

Family means one or more persons, related by blood, adoption or marriage, living and cooking together as a single housekeeping unit, exclusive of household servants. A number of persons, but not exceeding two living and

cooking together as a single housekeeping unit, though not related by blood, adoption or marriage, shall be deemed to constitute a family.

Federal Emergency Management Agency (FEMA) means the federal agency that, in addition to carrying out other functions, administers the National Flood Insurance Program.

Fences, hedges, and walls means dividers between two properties.

Festoons means a string of ribbons, tinsel, small flags or pinwheels.

Fill: Any material, such as, but not limited to, sand, soil, gravel, lime rock, rocks, shell, bricks, concrete, rubble, asphalt, wood or waste of any kind, that is: placed, stored, or dumped upon the surface of the ground resulting in an increase in the natural surface elevation; deposited on the land surface to fill depressions or contour the land (e.g., soil and sand); used as a landscaping material (e.g., topsoil, organic material, and sod), or used as a surfacing material for walkways, surface drive areas, and patios (e.g., rock, shell, impermeable or permeable concrete, and brick pavers). Exception: sand bags placed on lots in response to the county emergency manager shall not be considered fill provided it is removed following the storm event.

Filling station. See *Service station, automotive*.

Flag means a piece of cloth or flexible material varying in size, color and/or design, used as a symbol, standard, signal or emblem.

Flashing sign. See *Animated sign*.

Flood means a temporary rise in the level of a body of water inundating areas not ordinarily so covered by mean high water or mean high tide.

Flood damage-resistant materials means any construction material capable of withstanding direct and prolonged contact with floodwaters without sustaining any damage that requires more than cosmetic repair.

Flood frequency means the statistically determined average for how often a specific flood level or discharge may be equaled or exceeded.

Flood hazard area means the greater of the following two areas:

- (1) The area within a floodplain subject to a one-percent or greater chance of flooding in any year.
- (2) The area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Flood hazard boundary map (FHBM) means an official map of a community, issued by the Federal Emergency Management Agency, where the boundaries of the areas of special flood hazard have been defined.

Flood insurance rate map (FIRM) means the official map of the community on which the Federal Emergency Management Agency has delineated both special flood hazard areas and the risk premium zones applicable to the community.

Flood insurance study (FIS) means the official report provided by the Federal Emergency Management Agency that contains the flood insurance rate map, the flood boundary and floodway map (if applicable), the water surface elevation of the base flood, and supporting technical data.

Floodplain administrator means the office or position designated and charged with the administration and enforcement of this chapter (may be referred to as the floodplain manager).

Floodplain development permit or approval means an official document or certificate issued by the community, or other evidence of approval or concurrence, which authorizes performance of specific development activities that are located in flood hazard areas and that are determined to be compliant with this chapter.

Floodway means the channel of a watercourse and portions of the adjoining floodplain which are reasonably required to carry and discharge the regulatory flood.

Floodway encroachment analysis means an engineering analysis of the impact that a proposed encroachment into a floodway is expected to have on the floodway boundaries and base flood elevation; the evaluation shall be prepared by a qualified state-licensed engineer using standard engineering methods and models.

Floor area ratio means the square foot amount of total floor area (all stories) for each square foot of land area of the site of the proposed development. For purposes of this definition, total floor area shall be all of that area encompassed within the outside edges of all exterior walls of all buildings and each level thereof on the site. Open porches, balconies and carports are specifically excluded from the calculation of total floor area.

Foster home means any establishment that provides care for less than five children unrelated to the operator and which receives a payment, fee or grant for any of the children receiving care, wherever operated and whether or not operated for profit.

Florida Building Code means the family of codes adopted by the Florida Building Commission, including: Florida Building Code, Building; Florida Building Code, Residential; Florida Building Code, Existing Building; Florida Building Code, Mechanical; Florida Building Code, Plumbing; Florida Building Code, Fuel Gas.

Freestanding sign means any sign supported by structures or supports that are placed on, or anchored in, the ground and that are independent from any building or other structures. The term "freestanding sign" includes ground and monument signs.

Frontage (of a parcel of land) means all the distance measured abutting on one side of a street between two intersecting streets, measured along the street or right-of-way line.

Functionally-dependent use means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water, including only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and shipbuilding and ship repair facilities; the term "functionally-dependent use" does not include long-term storage or related manufacturing facilities.

Gallery means a place for display or retail facility for finished art materials, including paintings, statues, tapestries, ceramics, or other art objects.

Garage, private, means an accessory building or a portion of the principal building used for storage of automobiles of the occupants of the principal building. A carport is a private garage.

Garage, public, means a building or portion thereof, other than a private or storage garage, designed or used for the sale, storage, servicing, repairing, equipping and hiring of motor-driven vehicles.

Garage, repair, means a building or portion thereof used for repairing, equipping or servicing motor vehicles.

Garage, storage, means a building or portion thereof designed or used exclusively for the storage or parking of automobiles. Services other than storage at such storage garage shall be limited to refueling, lubrication, washing, waxing and polishing.

Garden apartment. See Dwelling, multifamily.

Governing body means the city commission of Apalachicola, Florida, an incorporated municipality, or any other legislative body of a unit of local government having jurisdiction over private land development activities.

Grade, existing, means the vertical elevation of the ground surface as it exists prior to disturbance in preparation for development regulated by this Code.

Grade, finished, means the final elevation of the ground surface after manmade alterations, such as grading, grubbing, filling, or excavating, have been made on the ground surface.

Ground sign means a freestanding sign supported by a sign structure placed in the ground and which is entirely independent of any building, fence or object other than the sign structure for support. A ground sign is also known as a pole sign.

Groundwater means water in a saturated zone or stratum beneath the surface of land or water, whether or not it is flowing through known and definite channels.

Guest cottage means living quarters within a detached accessory building located on the same lot or parcel of land as the main building, used exclusively for housing members of the family occupying the main building and their non-paying guests, not rented or otherwise used as a separate dwelling.

Habitat means those natural areas, including nesting and significant forage areas, necessary for the survival of any species of fish or wildlife.

Harmful to minors, with regard to sign content, means any description or representation, in whatever form, of nudity, sexual conduct or sexual excitement, when it is patently offensive to contemporary standards in the adult community as a whole with respect to what is suitable sexual material for minors, or lacks serious literary, artistic, political or scientific value.

Hazardous substances means those materials specified in section 105-32.

Hedges. See *Fences, hedges and walls*.

Highest adjacent grade means the highest natural elevation of the ground surface prior to construction next to the proposed walls or foundation of a structure.

Historic district means the area delineated on a map of the historic preservation section in the city's comprehensive plan.

Historic structure means any structure that is:

- (1) Listed individually in the National Register of Historic Places (a listing maintained by the U.S. Department of the Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- (2) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- (3) Listed individually on a state inventory of historic places (Florida Master Site File); or
- (4) Listed individually on a city inventory of historic places that the state division of historical resources has certified (i.e., Apalachicola—Identified Historic Places in the Florida Master Site File).

Holiday decorations means signs or displays including lighting which are a non-permanent installation celebrating national, state and local holidays or holiday seasons.

Home occupation means any use conducted entirely within a dwelling and carried on by an occupant thereof, which use is clearly incidental and secondary to the use of the dwelling for dwelling purposes and does not change the character thereof.

Hospital means any institute, including a sanitarium, which maintains and operates facilities for overnight care and treatment of two or more unrelated persons as patients suffering mental or physical ailments, but not including any dispensary or first aid treatment facilities maintained by a commercial or industrial plant, educational institution, convent or assisted living facility, as previously defined.

House trailer. See *Mobile home*.

Illegal sign means any sign erected or maintained in violation of a preceding ordinance or erected, altered, moved or replaced in violation of this chapter.

Illuminated sign means a sign illuminated in any manner by an artificial light source.

- (1) *Indirectly-illuminated sign* means a sign illuminated by an external light source directed primarily toward such sign.
- (2) *Internally-illuminated sign* means a sign containing a light source that is recessed or contained within the element of the sign.

Impact development means a development of such a size or nature that would have the potential to adversely affect the visual or architectural compatibility of a neighborhood or would impact concurrency standards such as traffic or infrastructure.

Impervious surface coverage: Those hard surface man-made areas that do not allow, or minimally allow, the penetration of water, that reduce the natural rate or percolation of water or result in an increase in the natural quantity and rate of storm water runoff. Examples include but are not limited to roof tops, parking, clay, asphalt, concrete, brick, compacted gravel, paved recreational areas such as pools, tennis courts, and landscape pavers. Exception: Items identified on a site plan as a best management practice to treat stormwater shall be allowed within open space and not considered impervious.

Indoor amusements means establishments engaged in providing indoor amusement or entertainment for a fee or admission charge and include such activities as dance halls, studios, theatrical productions, bands, orchestras, and other musical entertainment; bowling alleys and billiard and pool establishments; commercial sports such as arenas; coin-operated devices and game parlors.

Inflatable sign means any device which is supported by air pressure or inflated with air or gas which is used to attract the attention of the public, whether or not it displays any specific advertising message.

Institutional use means the structure and/or land occupied by a group, cooperative, board, agency or organization created for the purpose of carrying on functions such as hospitals, schools, churches, fraternal orders, orphanages and nursing or assisted living facilities.

Invasive trees means those trees which have been identified by the state as nuisance trees. For the purpose of this article, that list includes the following: Chinese Tallow (popcorn tree), Mimosa, Tung Oil, Chinese Umbrella Tree, China Berry, and Melaleuca. Invasive trees are not subject to regulation in this Code.

ISA standards means International Society of Arboriculture Standards.

Junk means inoperative, dilapidated, abandoned or wrecked materials, including, but not limited to, automobiles, trucks, tractors, wagons, boats and other kinds of vehicles and parts thereof, scrap materials, scrap building materials, scrap contractors' equipment, tanks, casks, cans, barrels, boxes, drums, piping, bottles, glass, old iron, machinery and the like.

Junkyard means a place where junk, waste, and discarded or salvaged materials are bought, sold, exchanged, stored, baled, packed, disassembled or handled. Junkyards shall include automobile wrecking, house wrecking, and structural steel materials and equipment yards, but shall not include places for the purchase or storage of used furniture and household equipment, used cars in operable condition, or used or salvaged materials for manufacturing operations. See also *Automotive wrecking and salvage yards*.

Kennel, pet, means a place used for the keeping of any pet, regardless of number, for sale or for breeding, boarding or treatment purposes, except in an animal hospital, animal grooming parlor or pet shop.

Land clearing: Any activity that removes the vegetative ground cover. Mowing, trimming, pruning, or removal of vegetation to maintain it in a healthy, viable condition is not considered clearing.

Landscape plan: A plan, drawn to scale, showing dimensions and details for revegetating an area and may be a part of the site plan.

Landscaping: The area within the boundaries of a given lot that consists of planting materials, including, but not limited to, trees, shrubs, ground covers, grass, flowers, decorative rock, bark, mulch, and other similar materials. Landscaping may be considered "fill" based upon the quantity and location proposed (as defined) is planned as part of the activity.

Land surveyor means a land surveyor registered in compliance with F.S. § 472.007 who is in good standing with the board of land surveyors.

Large-scale commercial activity means commercial business of a large scale that requires a single building that exceeds an 8,500 square foot footprint.

Laundromat means a commercial establishment equipped and/or staffed to launder clothes.

Laundry, self-service, means a business that provides home-type clothes washing and drying or ironing machines for hire to be used by customers on the premises.

Letter of map change (LOMC) means an official determination issued by FEMA that amends or revises an effective flood insurance rate map or flood insurance study. Letters of map change include the following:

- (1) *Letter of map amendment (LOMA).* An amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective flood insurance rate map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.
- (2) *Letter of map revision (LOMR).* A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.
- (3) *Letter of map revision based on fill (LOMR-F).* A determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.
- (4) *Conditional letter of map revision (CLOMR).* A formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective flood insurance rate map or flood insurance study; upon submission and approval of certified as-built documentation, a letter of map revision may be issued by FEMA to revise the effective FIRM.

Light-duty truck, as defined in 40 CFR 86.082-2, means any motor vehicle rated at 8,500 pounds or less gross vehicular weight rating which has a vehicular curb weight of 6,000 pounds or less and which has a basic vehicle frontal area of 45 square feet or less, which is:

- (1) Designed primarily for purposes of transportation of property or is a derivation of such a vehicle;
- (2) Designed primarily for transportation of persons and has a capacity of more than 12 persons; or
- (3) Available with special features enabling off-street or off-highway operation and use.

Light manufacturing and assembly, includes skilled trades and services, light processing and metal fabrication, assembly and distribution functions, electronics research and development and similar use.

Live entertainment includes, but is not limited to, singers, pianists, musicians, musical groups, bands, vocal or instrumental dances, theatrical shows, magicians, performers, comedians and all fashions, forms and media of entertainment carried on and conducted in the presence of and for the entertainment and amusement of others and as distinguished from records, tapes, pictures and other forms of reproduced or transmitted entertainment.

Living area means that area of a dwelling unit which is enclosed, protected from the elements, and is heated/cooled, including interior halls, closets, utility and storage areas, but excluding garages, carports, screened porches, unenclosed and unheated/cooled areas.

Loading space means a space within the main building or on the same lot providing for the standing, loading or unloading of trucks or other motor vehicles.

Local government. See *Governing body*.

Local planning agency (LPA) means the agency designed by the local government, through ordinance, to prepare and monitor the local government comprehensive plan, specifically the city planning and zoning board.

Lot means a parcel of land occupied or intended for occupancy by a use permitted in this Code, including at least one main building together with its accessory buildings, the yard areas and parking spaces required by this Code and having its principal frontage upon a publicly-owned or maintained street. The term "lot" includes "plot" or "parcel."

Lot, corner, means a lot abutting upon two or more streets at their intersection or at a street corner having an interior angle not greater than 135 degrees. (All boundaries abutting streets shall be considered front yards, and all other boundaries shall be considered side yards.)

Lot coverage means the area of the lot covered by the ground floor of all principal and accessory uses and structures, including all areas covered by the roof of such uses and structures, measured along the exterior faces of the walls, along the foundation wall line, between the exterior faces of supporting columns, from the centerline of walls separating two buildings or as a combination of the foregoing, whichever produces the greatest total ground coverage for such uses and structures. Lot coverage shall also include all impervious surfaces such as drives, parking areas, walkways, swimming pools, patios, terraces and the like.

Lot depth means the distance measured from the middle point of the front line to the middle point of the opposite rear line of the lot.

Lot, double frontage, means a lot that has frontage on two nonintersecting streets. The applicable front setback requirement shall apply to both frontages regardless of which line the landowner selects as the front line, unless such lot has a permanent solid face subdivision perimeter buffer wall precluding access along one frontage.

Lot grading: The excavation, filling, clearance or re-contouring of the ground surface of a lot or parcel or combination thereof.

Lot line means the legal boundary line of a lot.

Lot of record means a lot which is part of a subdivision, the map of which has been recorded in the office of the clerk of the circuit court, or a parcel of land the deed of which was recorded in the office of the clerk of the circuit court. A deeded lot that was recorded prior to December 3, 1991, the date of enactment of this Code, shall be recognized by the city as a lawfully created lot of record.

Lot or site area means the horizontal plane area within the lot lines, expressed in these regulations in square feet or square acres, exclusive of public or private dedications.

Lot, reversed corner, means a corner lot, the street side lot line of which is substantially the continuation of the front line of the first lot to its rear.

Lot width means the mean horizontal distance between the side lot lines, measured at right angles to its depth.

Lowest floor means the lowest heated and cooled habitable area of a building.

Manufactured home means a structure, transportable in one or more sections, which is eight feet or more in width and greater than 400 square feet, and which is built on a permanent, integral chassis and is designed for use

with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a recreational vehicle or park trailer.

Manufactured home park or subdivision means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Marina means an establishment with a waterfront location for the purpose, in return for compensation, of storing more than ten watercraft and pleasure boats on land, in buildings, in slips or on boat lifts and including accessory facilities for purposes such as refueling, minor repair or launching.

Marine retail means a commercial establishment where marine supplies and boat sales/rentals may occur together with minor servicing and sale of marine supplies but excludes boatbuilding or shipbuilding.

Market value means the price at which a property will change hands between a willing buyer and a willing seller, neither party being under compulsion to buy or sell and both having reasonable knowledge of relevant facts. As used in this chapter, the term "market value" refers to the market value of buildings and structures, excluding the land and other improvements on the parcel. Market value may be established by a qualified independent appraiser, actual cash value (replacement cost depreciated for age and quality of construction), or tax assessment value adjusted to approximate market value by a factor provided by the property appraiser.

Marquee means a structure projecting from and supported by a building which extends beyond the building line or property line and fully or partially covers a sidewalk, public entrance or other pedestrian way.

Material alteration, as used elsewhere in this Code, means construction or change in appearance of the exterior. For buildings, structures or objects, material alteration shall include, but is not limited to, the changing of roofing or siding substances; changing, eliminating, or adding doors, door frames, windows, window frames, gutters, fences, railings, porches, balconies or other ornamentation. For buildings, structures or objects, material alteration shall not include ordinary maintenance repair and repainting.

Mean high water means the average height of the high water over a 19-year period. For shorter periods of observation, the term "mean high water" means the average height of the high waters after corrections are applied to eliminate known variations and to reduce the result to the equivalent of a mean 19-year value, as defined in F.S. ch. 177.27.

Medical office/clinic/services means the provision of therapeutic, preventive or other corrective personal treatment services by physicians, dentists and other licensed medical practitioners, as well as the provision of medical testing and analysis services. These services are provided to patients who are admitted for examination and treatment by a physician and with no overnight lodging.

Mobile home means a movable or portable detached single-family dwelling designed for and capable of being used for long-term occupancy, designed to be transported after fabrication on its own permanent chassis and wheels, arriving at the site substantially complete, of such size and weight as to require special highway movement permits, and in excess of eight feet in width and 32 feet overall length, as measured from the ball joint to the rear bumper but not exceeding 24 feet in width and 75 feet in length; is transportable, manufactured, suitable for real estate and utilized for no transient purposes; and contains the same water supply, waste disposal and electrical conveniences as conventional housing.

Modular factory-built homes means a modular unit residential building comprised of one or more dwelling units, or habitable rooms or components parts thereof, which is either wholly manufactured or is a substantial part constructed in central manufacturing facilities and bears the approval of the department of business and professional regulations under the provisions of the Housing Act of 1971. However, the term "modular factory-built homes" does not apply to mobile homes as defined by F.S. ch. 320. Modular homes are regulated by this Code as single-family dwellings.

Monument sign means a permanent ground sign designed so that the base of the sign face is flush with the supporting base, and the supporting base is flush with the ground and extends the full width of the sign face.

Multi-faced sign means a sign structure with more than two sign faces situated so that each sign face is facing a different direction.

Multiple occupancy complex means a commercial use, i.e., any use other than residential, consisting of a parcel of property or parcel of contiguous properties existing as a unified or coordinated project, with a building housing more than one occupant.

Museum means a facility in which creative or historical works are typically displayed. The facility is generally operated by public or private not-for-profit entities for the promotion of a common cultural or civic objective such as historical, literary, scientific, musical, dramatic, artistic or similar objectives.

Native trees. The following trees represent native trees as identified by habitat in the Florida Natural Resource Inventory and those species that represent the predominant forestation of the city: Live Oak, Water Oak, Red Oak, White Oak, Scrub Oak (Black Jack), Turkey Oak, Magnolia, Pecan, Hickory, Sycamore, Cypress, Juniper, Sweet Gum, Maple, Dogwood, Long Leaf Pine, Short Leaf Pine, Slash Pine, Sabal Palm, and Tupelo. The definition of the term "native tree" may also be extended to include trees in a wetland (other than an invasive non-native species) and any exceptional specimen trees as identified by the city commission.

New construction, for the purposes of administration of this chapter and the flood-resistant construction requirements of the Florida Building Code, means structures for which the start of construction commenced on or after July 18, 1983 and includes any subsequent improvements to such structures.

New manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after July 18, 1983.

Nonconforming building means any building or structure which existed lawfully at the time it was permitted, but that does not comply with the current regulations of the zoning district or the adopted comprehensive plan land use designation in which it is located.

Nonconforming lot means any lot of record which does not meet the minimum dimensions, area, building units density, or intensity requirements of the zoning district or the adopted comprehensive plan land use designation in which the lot is located.

Nonconforming sign means any sign legally in existence prior to the effective date of the ordinance form which this chapter is derived, or any applicable amendment thereto, which does not satisfy the requirements of this chapter as amended.

Nonconforming use of building or land means the use of a building or portion thereof, or land or portion thereof, which does not conform with the use regulations of the district in which the building or land is located, the use of which was legally established and existed prior to the effective date of such use regulations.

Object means a material thing of functional, aesthetic, cultural, historical or scientific value that may be, by nature of design, movable, yet is related to a specific setting or environment

Occupied includes designed, built, altered converted to or intended to be used or occupied.

Office building, professional, means a building providing office space for the furnishing of professional services in any of the following or related categories: law, architecture, engineering, planning, medicine, dentistry, osteopathy, chiropractic, optometry or consultants in these or related professions.

Office, residential use, means in an office residential (OR) zone, a structure may be used as a professional office facility providing that adequate off-street parking is provided for all employees and clients, and the structure is visually residential in nature.

Off-premises sign means any sign normally used for promoting a business, individual, products or service available on the premises other than the premises where the sign is located.

On-premises or on-site sign means any sign that is used to attract attention to an object, person, product, institution, organization, business, service, event, sale or location that is located on the premises upon which the sign is located.

On-site sewage disposal system means any domestic sewage treatment and disposal facility, including standard subsurface systems, graywater systems, laundry wastewater systems, alternative systems or experimental systems, installed or proposed to be installed on land of the owner or on other land to which the owner has the legal right to install a system, and which has been approved and permitted by the department of health and rehabilitative service pursuant to F.A.C. ch. 10D-6.

Open space: An area open to the sky and free of impervious structures.

Ordinary maintenance means work done to repair damage or to prevent deterioration or decay of a building or structure or any part thereof by restoring the building or structure or part thereof as nearly as practicable to its condition prior to such damage, deterioration or decay.

Owner means any individual, firm, association, syndicate, copartnership, corporation, trust, or any other entity having any ownership interest in land.

Parcel means a tract of land which may be described by metes and bounds or plat. See *Lot*.

Parking, handicapped, means parking spaces designed and provided in quantities consistent with handicapped requirements.

Parking lot means an open area used exclusively for the storage of motor vehicles, whether or not a fee is charged.

Parking space, off-street, for the purpose of this chapter, means an area adequate for parking an automobile with room for access to a public street or alley right-of-way. Size shall conform to specifications in this Code and may be divided into spaces for standard size vehicles and compact cars.

Park trailer means a transportable unit which has a body width not exceeding 14 feet and which is built on a single chassis and is designed to provide seasonal or temporary living quarters when connected to utilities necessary for operation of installed fixtures and appliances.

Patriarch trees means those protected trees in which the trunk at diameter at breast height (DBH) 4½ feet from the ground exceeds a caliper of 35 inches. This does not apply to invasive trees.

Pennant means any lightweight plastic, fabric or other material, whether or not containing a message of any kind, suspended from a rope, wire or string, usually in a series, designed to move in the wind.

Performance guarantee means any security accepted in lieu of the requirement that certain subdivision improvements be made before the board of city commissioners authorizes the recording of a plat: including performance bonds, escrow agreements, and other similar collateral or surety agreements.

Permanent means designed, constructed and intended for more than short-term use.

Permanent control point (PCP). This shall be a secondary horizontal control monument and shall be a metal marker with the point of reference marked thereon or for four-by-four inch concrete monument. A minimum of 24 PCPs shall bear the registration number of the surveyor filing the plat of record.

Permanent reference monument means a metal rod a minimum of 24 inches long, or a 1 1/2-inch minimum diameter metal pipe a minimum of 20 inches long, either of which shall be encased in a solid block of concrete or set in natural bedrock, a minimum of six inches in diameter and extending a minimum of 24 inches long with the point of reference marked thereon. A metal cap marker with the point of reference marked thereon shall bear the registration number of the surveyor certifying the plat of record, and the letters "PRM" shall be placed on the top of the monument.

Permitted sign means any sign that has been reviewed by the building department, found to be in compliance with this chapter and for which a building permit has been approved and received.

Pervious: A surface that presents an opportunity for precipitation to infiltrate into the ground. Area maintained in its natural condition or covered by a material that permits infiltration or percolation of water into the ground.

Petroleum product means fuels (gasoline, diesel fuel, kerosene, and mixtures of these products), lubricating oils, motor oils, hydraulic fluids, and other similar products.

Plat means a map or delineated representation of the subdivision of lands; being a complete, exact representation of the subdivision and other information in compliance with F.S. ch. 177 and this article, and may include the terms "replat," "amended plat," or "revised plat." Types of plats may include the following:

- (1) *Sketch plat* means a schematic drawing broadly depicting the layout of lots, blocks, roads, and land uses within a proposed subdivision. The sketch plat will convey the general outlines of how the developer proposes to develop the subdivision and will be general enough to allow changes to be readily made. The sketch plat is intended to serve as a tool in reaching general agreement with the planning and zoning board as to the form of the plat and the objectives of these regulations.
- (2) *Preliminary plat* means a preliminary map and accompanying material indicating the proposed layout of the subdivision in accordance with requirements of section 111-79. The preliminary plat may encompass two or more phases of the project, each of which may be submitted for final plat approval separately and at different times.
- (3) *Final plat* means a map or plan of a subdivision and any accompanying material, prepared in accordance with this article, indicating the subdivision of land and improvements thereto.

Plot. See *Lot*.

Porch means a roofed-over space that has no other enclosure other than the exterior walls of the main building, open mesh screening or glass.

Potable water means water that is satisfactory for drinking, culinary and domestic purposes meeting current state and federal drinking water standards.

Potable water supply well means a potable water well to supply water to the city water system.

Portable sign means any sign not permanently attached to the ground or other permanent structure or a sign designed to be transported, including, but not limited to, signs designed to be transported by means of wheels; signs converted to "A" or "T" frames; menu and sandwich board signs; umbrellas used for advertising; and signs attached to or painted on vehicles parked and visible from the public right-of-way, unless said vehicle is used in the normal day-to-day operations of a business.

Premises means an area of land occupied by the buildings or other physical uses which are an integral part of the activity conducted upon the land and such open spaces as are arranged and designed to be used in conjunction with that activity.

Primary containment means the first level of product-tight containment, i.e., the inside portion of that container which comes into immediate contact on its inner surface with the hazardous material being contained.

Principal building or use means a main use of land as distinguished from an accessory use; the building housing the main or principal use.

Project area, for the purpose of computing density, means lot coverage and floor area ratio for any project site. The project area shall not include public rights-of-way or land lying below the mean high water line.

Projecting sign means any sign affixed to a building or wall in such a manner that its leading edge extends more than 12 inches beyond the surface of such building or wall.

Property line. See *Lot line*.

Protected trees means those native trees that represent the predominant forestation of the city and which have been identified as regionally significant. Those species include: Live Oak, Red Oak, White Oak, Magnolia, Sabal/Cabbage Palm and Slash Pine. All patriarch trees shall be considered protected.

Protective barrier means a physical structure limiting access to a protected tree composed of wood or other suitable material, which ensures compliance with the intent of this Code.

Protective covenants means a private agreement that may be recorded in the public records that restricts the use of private property.

Pruning means the routine removal of limbs/branches that are dead, growing into a structure or right-of-way, or the practice of thinning for the health of the tree.

Public improvements means those improvements required to be dedicated to the local government, including, but not limited to, street pavements, curbs, and gutters, sidewalks, alley pavements, walkway pavements, water mains, sanitary sewers, storm sewers or drains, street names, signs, landscaping, parks, permanent reference monuments (PRMs), permanent control points (PCPs) or any other improvement required by the governing body.

Public notice. See *Due public notice*.

Public open space means open space (land or water areas) available for public use, not restricted to members or residents.

Public utility means any utility (gas, water, sewer, electrical, telephone, cable television, etc.) whether publicly-owned or privately-owned.

Public utility service or facilities, essential, means the erection, construction, alteration, operation, or maintenance of buildings, power plants, or substations, water treatment plants or pumping stations, sewage disposal or pumping plants and other similar public service structures by a public utility or a railroad, whether publicly or privately owned, or by a municipal or other governmental agency, to furnish services, including electricity, gas, rail transport, communication, public water and sewage.

Public water system means the City of Apalachicola Water System.

Recreation vehicle. The following types of vehicles enumerated are deemed recreation vehicles:

- (1) *Travel trailer* means a vehicular, portable structure built on a chassis and towed; designed to be used as a temporary dwelling for travel, recreation and vacation uses; permanently identifies "travel trailer" by the manufacturer on the trailer; and when factory-equipped for the road, having a body width not exceeding eight feet and a body length not exceeding 32 feet.
- (2) *Pickup coach* means a structure designed to be mounted on a truck chassis with sufficient equipment to render it suitable for use as a temporary dwelling for travel, recreation and vacation use.
- (3) *Camping trailer* means a collapsible, temporary dwelling structure covered with a water-repellent fabric mounted on wheels and designed for travel recreation and vacation use.
- (4) *Auto camper* means a lightweight, collapsible unit that fits on top of an automobile and into the trunk with the cover removed and is designed for travel, recreation, and vacation use.
- (5) *All-terrain vehicles* means dune buggies, swamp buggies and the like, whether or not licensed as such by the state.
- (6) *Van* means a vehicle specially equipped for camping.

Relocate or relocation means the digging up by a property owner of a tree from a place on the owner's property and the planting of the same tree in another place on the same property or in a public place as directed by the board or city commission.

Remove or removal means the actual removal of a tree by digging up or cutting down or the effective removal through damage.

Replacement tree means a tree which is a nursery-grade quality tree and of the same species of those removed, or other as approved by the board or city commission.

Residential apartment unit means a single-family structure existing prior to the original adoption of this Code that may be modified so as to allow more than one family to reside within with separate housekeeping facilities, providing there is a minimum of 500 square feet of enclosed, heated living area per apartment unit.

Restaurant means any establishment where food is served for consumption on or off the premises or within an enclosed building.

Retail package store means a commercial establishment selling liquor, malt, wine, or other alcoholic beverages. This shall not include the sale of alcoholic beverages accessory to and within a restaurant use. This does not provide for the dispensing of such beverages on the premises.

Right-of-way means the area of a highway, road, street, way, parkway or other such strip of land reserved for public use, whether established by prescription, easement, dedication, gift, purchase, eminent domain or any other legal means.

River frontage means the distance for which a lot line of a zone lot adjoins the waterfront of a river, from one lot line intersecting said waterfront to the furthest distance lot line intersecting the same waterfront.

Roofline means a horizontal line intersecting the highest point or points of a roof.

Roof sign means a sign projecting over the coping of a flat roof, or wholly or partially over the ridge of a gable, hip or gambrel roof and supported by or attached to said roof.

Sand dunes means naturally occurring accumulations of sand in ridges or mounds landward of the beach.

Sanitary landfill/garbage means addition or deposit of any garbage and organic matter upon or within any lot or parcel as regulated by the state department of environmental regulation.

Sanitary landfill/no garbage means addition or deposit of any dry trash, refuse or solid waste material upon or within any lot or parcel. Allowed materials shall include tree, shrub or grass cuttings, metal items, construction materials, natural vegetation materials from land clearing and other similar items as regulated by the state department of environmental protection.

Seafood establishment means a commercial establishment that processes and/or sells seafood.

Seat, for purposes of determining the number of off-street parking spaces for certain uses, means the number of seating units installed or indicated, for each 24 lineal inches of benches, pews or space for loose chairs.

Secondary containment means the level of product-tight containment external to and separate from the primary containment. Secondary containment shall consist of leak-proof trays under containers, floor curbing or other containment systems and shall be of adequate state-approved size and design to handle all spills, leaks, overflows, and precipitation until appropriate action can be taken. The specific design and selection of materials shall be sufficient to preclude any substance loss. Containment systems shall be sheltered so that the intrusion of precipitation is effectively prevented.

Selective cutting means the removal of larger trees on an individual basis, while leaving trees of lesser size.

Service station, automotive, means any building, structure or land used for the dispensing, sale or offering for sale at retail of any automobile fuel, oils or accessories, and in connection with which is performed general automotive servicing as distinguished from automotive repair.

Setback means the distance between the lot line and the building setback line.

Setback line. See *Building setback line*.

Sign means any device, fixture, placard, sculpture or structure, whether natural or manmade, that uses any color, form, graphic, illumination, symbol, or writing to advertise, announce the purpose of, or identify the purpose of a person or entity, or to communicate information of any kind to the public. The term "sign" includes all parts of such device, including its structure and supports, and also includes balloons, banners, pennants, flags, lights, reflectors, reflected lights, streamers or other devices which are used to attract the attention of the public, whether or not they convey a specific advertised message.

Sign, exempt, means any sign which is specifically listed as exempt from this chapter.

Sign face means the surface or plane of the sign upon, against or through which a message is displayed or illustrated.

Sign face area means the area of any regular geometric shape, which contains the entire surface area of a sign upon which copy may be placed.

Sign, sidewalk or sandwich, means a moveable sign not secured or attached to the ground or surface upon which it is located.

Sign structure means those parts of a sign designed to support it in place.

Site means the location of a significant event, activity, building, structure or archaeological resource where the significance of the location and any archaeological remains outweighs the significance of any existing structures.

Snipe sign means a temporary sign or poster affixed to a tree, fence, utility pole, etc.

Special exception means a use that would not be appropriate generally or without restriction throughout the particular zoning district or classification but which, if controlled as to number, area, location, or relation to the neighborhood, would not adversely affect the public health, safety, comfort, good order, appearance, convenience, morals, and the general welfare.

Special flood hazard area means an area in the floodplain subject to a one-percent or greater chance of flooding in any given year. Special flood hazard areas are shown on FIRMs as Zone A, AO, A1-A30, AE, A99, AH, V1-V30, VE or V.

Special waterfront district is coterminous with the Federal Emergency Management Agency's A and V zones adjacent to the river and bay; the purpose of which is to afford special protection to areas close to the Apalachicola River and Bay system.

Squares means those areas of the city as identified on the official map of the city as Chapman Square, Gorrie Square, Franklin Square, Madison Square and City Square.

Start of construction means the date of issuance for new construction and substantial improvements to existing structures, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement is within 180 days of the date of the issuance. The actual start of construction means either the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of slabs or footings, the installation of piles, or the construction of columns. Permanent construction does not include land preparation (such as clearing, grading, or filling), the installation of streets or walkways, excavation for a basement, footings, piers, or foundations, the erection of temporary forms or the installation of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main

buildings. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Storage system means any one or combination of tanks, sumps, wet floors, waste treatment facilities, pipes, vaults, or other portable or fixed containers used, or designed to be used for, the storage of hazardous materials at a facility.

Storage unit means a commercial storage room, cubical or box that is part of an establishment that provides storage space for customers.

Storm water: The flow of water that results from, and that occurs immediately following, a rainfall event.

Storm water management system: A surface water system that is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use, or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system.

Stormwater best management practice (BMP): The term "best management practices (BMP)" means those practices and principles designed to manage water from rainfall events, reduce nonpoint sources of pollution and in some cases, protect wildlife and habitat. Methods may include structural devices or nonstructural practices, such as, but not limited to compensatory storage, swales, gutters, rain barrels and rain gardens. A City of Apalachicola Guide to Site-Specific Stormwater Best Management Practices is available to download from the city's website.

Story means that portion of a building included between the surface of any floor and the surface of the next floor above it or, if there is no floor above it, then the space between such floor and ceiling next above it.

Streamer means any long, narrow flag, banner, tinsel or roping which is hung or strung from any structure to another structure or the ground.

Street means a public or private thoroughfare, which affords the principal means of access to abutting property. The term "street" includes lane, place, way or other means of ingress or egress, regardless of the term used to describe it.

- (1) *Public*. This type of street is legally dedicated to public use officially accepted by the local government.
- (2) *Private*. This type of street is privately owned and maintained on a recorded easement or approved by the appropriate local government agency.

Street department means the City of Apalachicola Street Department.

Street frontage means the distance for which a lot line of a zone lot adjoins an opened public street from one lot line intersecting said street to the furthest distance lot line intersecting the same street. Driveways or alleys are not to be used to determine or calculate street frontage.

Street right-of-way line means the dividing line between a lot, tract or parcel of land and the contiguous street. The right-of-way line shall be considered a property line, and all front setback requirements provided in these regulations shall be measured from said right-of-way line, except corner lots, which shall be controlled by the right-of-way of the side street.

Structural alteration means any change, except for repair or replacement, in the supporting members of a structure, such as bearing walls or partitions, columns, beams or girders, or any substantial change in the roof or in the exterior walls.

Structure means anything constructed, erected or placed, the use of which requires more or less permanent location on the ground, or anything attached to something having a permanent location on the ground and used or intended for business or living quarters, excluding fences not over six feet above the natural grade.

Studio means a facility in which audio, visual or theatrical presentations are typically created; may be private or public; and not intended as a retail commercial operation.

Subdivision means the division of a parcel of land, whether improved or unimproved, into three or more contiguous lots or parcels of land designated by reference to the number or symbol of the lot or parcel contained in the plat of such subdivision, for the purpose, whether immediate or future, of transfer of ownership or, if the establishment of a new street is involved, any division of such parcel. However, the division of land into parcels of more than five acres, not involving any change in street lines or public easements of whatsoever kind is not to be deemed a subdivision within the meaning of this Code. The term "subdivision" includes a resubdivision and, when appropriate to the context, is related to the process of subdividing or to the land subdivided.

Subdivision improvements means any roadway, stormwater management facility, water or wastewater facility, sidewalk, off-street parking area, flood damage prevention or erosion control facility, easement, right-of-way, or other development for the creation of a subdivision.

Substantial damage means damage of any origin sustained by a building or structure whereby the cost of restoring the building or structure to its before-damaged condition would equal or exceed 50 percent of the market value of the building or structure before the damage occurred.

Substantial improvement means any combination of repair, reconstruction, rehabilitation, addition, or other improvement of a building or structure, taking place during a ten-year period, the cumulative cost of which equals or exceeds 50 percent of the market value of the building or structure before the improvement or repair is started. For each building or structure, the ten-year period begins on the date of the first improvement or repair of that building or structure subsequent to 1993. If the structure has incurred substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The term "substantial improvement" does not, however, include either:

- (1) Any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the building official and that are the minimum necessary to ensure safe living conditions; or
- (2) Any alteration of an historic structure, provided the alteration will not preclude the structure's continued designation as an historic structure.

Substantially alter means the injury, mutilation, disfiguring or substantial trimming of a tree such as that the aesthetic, ecological, or economic value of the tree is substantially impaired.

Surface waters: Waters on the surface of the earth, contained in bounds created naturally or artificially, including bays, bayous, sounds, estuaries, lagoons, lakes, ponds, impoundments, rivers, springs, creeks, branches, sloughs, tributaries, and other water courses.

Survey data means information shown on the face of a plat that delineates the physical boundaries of the subdivision and any parts thereof.

Swale: A man-made trench that features side slopes equal to or greater than three feet horizontal to one foot vertical; Contains contiguous areas of standing or flowing water only following a rainfall event that can be percolated within 72 hours; Is planted with or has stabilized vegetation suitable for soil stabilization, stormwater treatment, and nutrient uptake; and is designed to take into account the soil erodibility, soil percolation, slope, slope length, and drainage area so as to prevent erosion and reduce pollutant concentration of any discharge.

Temporary sign means a sign that is displayed for a specific period of time not to exceed 30 days and which announces special events or occurrences.

Thinning means the removal of undesirable, competitive, diseased or damaged trees so as to cultivate and improve the development of remaining trees on the lot.

Townhouse means a group of two or more single-family dwellings separated by a space of not more than one inch. The walls or partial walls separating the dwelling units of the townhouse shall extend to the roofline of the dwellings and shall have no openings therein. Each townhouse unit shall be serviced with separate utilities and other facilities and shall otherwise be independent of one another.

Trade school means an educational facility which provides vocational instruction.

Trailer, boat, horse, utility, means a conveyance drawn by other motor power and used for transporting a boat, animal or general goods.

Trailer sign means any sign which is mounted on wheels and which may be moved from one location to another.

Transient accommodations means any unit, group of units, building or group of buildings within a single complex of buildings, that is rented for less than an entire calendar month, or for a period of 30 or less consecutive days spanning two months, and that is advertised or held out to the public as a place regularly rented to transients. Forms of transient accommodations include the following:

- (1) *Motel* means a group of transient accommodation units under one ownership located on one tract of land designed primarily for access by automobile. The term "motel dwelling" is hereby defined as a single room or group of rooms with facilities that are used or intended to be occupied for sleeping and sanitation by one family at a time. Laundry facilities and cooking facilities other than a microwave oven shall not be provided in said rental unit.
- (2) *Hotel* means a structure primarily for transient guests and confined within one principal building except for necessary accessory buildings. The term "hotel dwelling" is hereby defined as a single room or group of rooms with facilities that are used or intended to be occupied for sleeping and sanitation by one family at a time. Laundry facilities and cooking facilities other than a microwave oven shall not be provided in said rental unit.
- (3) *Bed and breakfast* means a place where tourists, transients, travelers or persons desiring overnight accommodations are provided with sleeping and sanitary facilities. ~~Cooking facilities other than a microwave oven are not allowed in an individual bed and breakfast room, but they are allowed within a common kitchen area.~~

Travel trailer park or court means a park or court, licensed and approved by the state department of health and rehabilitative services, and established to carry on the business of parking travel trailers.

Tree means a self-supporting woody plant having one or more well-defined trunks capable of being maintained with a clear trunk and normally growing to an overall height at maturity of a minimum of 15 feet. For the purpose of this definition, palms shall be considered trees. Any such plant with a caliper of four inches or more, measured four feet above ground level, is considered a tree.

Tree canopy means the top layer or crown of mature trees.

Unit means that part of a multiple occupancy complex housing one occupant.

Use means the purpose for which land or water or the structure thereon is designated to the extent covered by chapter 111, article III.

Used or occupied, as applied to any land or building, includes the terms "intended to be used or occupied," "arranged to be used or occupied," or "designed to be used or occupied."

Utility includes publicly- or privately-owned or -operated water, sewer, stormwater management, or gas facilities; and electrical, telephone, or cable television lines and facilities.

Variance means a granting of relief by the board of adjustment from the requirements of this Code, by the floodplain administrator or the city commission from the requirements of chapter 107, or the flood-resistant

construction requirements of the Florida Building Code, which permits construction in a manner that would not otherwise be permitted by this code or the Florida Building Code.

Vehicle sign means any sign affixed to a vehicle.

Veterinary clinic or hospital means any building or portion thereof designed or used for the veterinary care, surgical procedures or treatment of animals, but not the board of well animals.

Wall. See Fences, hedges and walls.

Wall sign means a sign applied to or mounted to the wall or surface of a building or structure, the display surface which does not project more than six inches from the outside wall of such a building or structure.

Watercourse means a river, creek, stream, channel or other topographic feature in, on, through, or over which water flows at least periodically.

Water-dependent use means activities which can be carried out only on, in or immediately adjacent to water areas because the use requires access to the water body for waterborne transportation, including ports or marinas; recreation; electrical generating facilities; or water supply.

Water-related uses means activities which are not directly dependent upon access to a water body, but which provide goods and services that are directly associated with water-dependent or waterway uses and/or provide supportive services to persons using a duly permitted marina.

Well means any excavation that is drilled, cored, bored, washed, driven, dug, jetted, or otherwise constructed when the intended use of such excavation is to conduct groundwater from an aquifer or aquifer system to the surface by pumping or natural flow, to conduct waters or other liquids from the surface into any area beneath the surface of land or water by pumping or natural flow, or to monitor the characteristics of groundwater within an aquifer system.

Well field protection zone means an area extending 200 feet radially from any well supplying potable water to the city water system.

Wetland means an area within the landward extent of surface waters of the state, pursuant to F.A.C. 62-340.300, or any area which is inundated or saturated by surface water or groundwater at a frequency and a duration sufficient to support, and which under normal circumstances does support, a prevalence of vegetation typically adapted for life in saturated soils. The city's determination of wetlands shall be consistent with state determinations of jurisdiction.

Wind sign means any sign, part of a sign or series of signs designed or erected in such a manner as to move when subjected to wind pressure.

Window sign means any sign, pictures, symbol or combination thereof, designed to communicate information about an activity, business, commodity, event, sale or service that is attached inside a window or upon the window panes or glass and is visible from the exterior of the window.

Yard means an open space at grade between a main building and the adjoining lot lines. In measuring a yard, the depth of a front yard or the depth of a rear yard, the minimum horizontal distance between the lot line and the main building shall be used.

Yard, front, means a yard extending across the front of a lot between the side lot lines and being the minimum horizontal distance between the street line and the principal building or any projections thereof, other than the projections of uncovered steps, uncovered balconies or uncovered porches.

Yard, rear, means a yard extending across the rear of a lot between the side lot lines and being the minimum horizontal distance between the rear property line and the rear of the principal building or any projections thereof, other than the projections of uncovered steps, balconies or porches. On all corner lots, the rear yard shall be at the opposite end of the lot from the front yard.

Yard, side, means a yard between the main building and the side line of the lot extending from the front yard to the rear yard and being the minimum horizontal distance between a side lot line and the side of the main building or any projection thereof.

(LDC, art. II, § III; LDC, art. V, § C; LDC, art. VI(VI), § B(4); LDC, art. XIV, § 11; LDC, art. XV, § 300; Ord. No. 89-5, art. II, 6-6-1989; Ord. No. 91-3, § 300, 7-2-1991; Ord. No. 91-7, § 1, 12-3-1991; Ord. No. 91-8, art. II, 12-3-1991; Ord. No. 2006-05, 10-3-2006; Ord. No. 2011-01, § II, 2-8-2011; Ord. No. 2017-04, 4-4-2017; Ord. No. 2017-05, § 1, 4-4-2017; Ord. No. 2017-07, § 1, 8-8-2017; Ord. No. 2018-02, § 1, 7-10-2018; Ord. No. 2020-03, § 1, 5-5-2020)

Sec. 111-292. Transient lodging.

Dimensional requirements.

(1) *Hotel/motel.*

- a. Minimum number of units: 11.
- b. Maximum number of units: 50.
- c. Minimum square footage per unit: 200 square feet.
- d. Maximum square footage per unit: 600 square feet.
- e. Permissible building height: 35 feet.
- f. Maximum lot coverage: Refer to district standards.
- g. Maximum impervious surface ratio: Refer to district standards.
- h. Minimum building lot size: that amount of land necessary to accommodate the desired number of units (minimum of 11 units) and still adhere to lot coverage and infrastructure requirements.
- i. Minimum width: Refer to district standards.
- j. Minimum depth: Refer to district standards.
- k. Setbacks: Refer to district standards.

(2) *Bed and breakfast.*

- ~~a. Minimum number of units: two (per building).~~
- b. Maximum number of units: ten (per building).
- c. Minimum building lot size: that amount of land necessary to accommodate the desired number of units (minimum of two units) and still adhere to lot coverage and infrastructure requirements.

(LDC, art. X; Ord. No. 2017-04, § 4, 4-4-2017; Ord. No. 2017-07, § 3, 8-8-2017)

Sec. 111-293. Additional regulations.

In addition to any existing regulations relating to hotel/motel development found elsewhere in the land development regulations, the following criteria shall apply to all transient lodging facilities:

- (1) All units in all transient lodging facilities (hotel/motel/bed and breakfast) within the city shall be considered transient accommodation units and must be made available as rentals on a continual daily or weekly basis but for a period of time less than 30 consecutive days. If the occupancy of any such unit does not change more frequently than 12 times or more in any continuous 12-month period, then a rebuttable presumption shall arise that the unit is not being used for transient accommodations.
- (2) Proper licensing will be required of all transient lodging units.
- (3) A reservation system shall be required as an integral part of the hotel/motel facility for the rental of units.
- (4) For hotels/motels, there shall be a lobby/front desk area that is internally oriented, operated for transient lodging, and occupied or accessible by staff on a 24-hour basis.
- (5) All units shall be subject to all applicable tourist tax collections when rented.
- (6) For hotels/motels, all units must be included in the inventory of units that are available for rent.
- (7) Annual occupational licenses for each business operating a transient lodging facility shall be required from the city.
- (8) All transient lodging facilities must have sufficient signage viewable by the general public designating the uses as such.
- (9) The books and records of the transient lodging facility pertaining to the rentals of each unit in a hotel/motel facility shall be open for inspection by authorized representatives of the city, upon reasonable notice, in order to confirm compliance with these regulations as allowed by general law.
- (10) The city may require affidavits of compliance with this section from each hotel/motel facility owner.
- (11) Each hotel/motel facility shall have no more than one potable water tap and one electrical hookup.
- (12) Time-sharing of hotel/motel/bed and breakfast units shall not be permitted.
- ~~(13) Cooking facilities, other than microwave ovens, are not allowed in transient lodging (hotel/motel/B&B) facility units.~~
- (14) Transient lodging facilities (hotels/motels) located along the riverfront must provide access to the riverfront and provide boardwalk access along the waterfront and give a perpetual easement to the city for the general public.
- (15) Transient lodging facilities (applies to hotels, motels and bed and breakfasts) must be located in appropriate zoning districts as provided in the zoning chapter.
- (16) All transient lodging facilities must meet applicable parking, stormwater and site plan requirements as provided in the zoning chapter.
- (17) In the general commercial zone C-1 or riverfront commercial zone C-4, a building having a first floor commercial use may have a bed and breakfast use on an upper floor provided all applicable requirements are met.
- (18) In the general commercial zone C-1, the first and/or upper floor of a stand-alone, single-family dwelling existing on the effective date of state department of economic opportunity's state register notice approving this provision may be converted to a bed and breakfast use, provided that the first floor

dwelling footprint is not expanded and all parking, floodplain management provisions, and other applicable requirements are met.

(LDC, art. X; Ord. No. 2005-08, § 1, 9-27-2005; Ord. No. 2017-07, § 3, 8-8-2017)

**APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: October 3, 2023**

SUBJECT: CSC Realty, LLC Encroachment Agreement

AGENDA INFORMATION:

Agenda Location: Unfinished Business
Item Number: 4
Department: Administration
Contact: Travis Wade
Presenter: Travis Wade

BRIEF SUMMARY: The Encroachment Agreement for CSC Realty that was requested at the last regular meeting and subsequently drafted is attached.

RECOMMENDED MOTION AND REQUESTED ACTIONS: Motion to Approve

FUNDING SOURCE: N/Z

ATTACHMENTS: Draft Encroachment Agreement, Survey of Bodiford Park

STAFF'S COMMENTS AND RECOMMENDATIONS: Staff Recommends Approval

Prepared By and Return To:
Daniel W. Hartman, Esq.
City Attorney
192 Coach Wagoner Blvd.
Apalachicola, FL 32320

ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2023 (the "Effective Date") by and between CSC REALTY, LLC, ("CSC"), including successors and assigns, and THE CITY OF APALACHICOLA, a Florida municipal corporation ("CITY"). (CSC and CITY are sometimes together referred to herein as the "Parties", and separately as the "Party").

RECITALS:

WHEREAS, CSC is the owner of certain real property located at known as Wharf Lot 31, Apalachicola, FL ("CSC Property"); and

WHEREAS, CSC Property is located adjacent to certain CITY owned property known as Wharf Lot 32 as recorded in the Official City Plat of Apalachicola, Florida; and

WHEREAS, a seawall owned by CSC encroaches into the area subject to a State submerged land lease held by the City to the extent and as depicted in the attached Exhibit "A"; and

WHEREAS, the parties wish to provide for the terms under which the Parties would recognize the encroachment; and

WHEREAS, CSC is required to enter into this Agreement in order to allow the seawall ("Improvements") to encroach into the City's submerged land lease.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged, the Parties hereto 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 CSC to maintain the Improvements within the submerged land area leased by the City provided they do not interfere with the City's intended purpose and use of its property.

3. Release. CSC hereby releases the CITY, its representatives, employees and elected officials from any and all damages, claims, or liability that may arise under this Agreement, including though not exclusively the CITY's use of area subject to its submerged land lease, now or in the future.

4. Priority of City. The Improvements shall not be operated or maintained in such a manner so as to interfere, in any way, with the CITY'S operation and maintenance of its property located on uplands or within the submerged land lease area.

5. Maintenance and Repair. CSC shall maintain the Improvements at its sole cost and expense, in good condition, including general maintenance and repair, during the term of this Agreement. If CSC fails to maintain the Improvements as provided herein, CITY shall give CSC notice to cure the same and CSC shall conduct the necessary remedial action within ninety (90) days of said notice, failing which CITY may conduct

the remedial action and invoice CSC for the costs incurred. CSC shall pay the invoice within thirty (30) days of receipt.

6. Termination of Agreement and Removal of Improvements. If CSC breaches the terms of this Agreement the CITY, shall have the right to terminate this Agreement and take legal action to seek remedial action up to and including requiring CSC to remove or repair the encroaching Improvements, or any portion thereof at CSC's sole cost and expense.

7. No Waiver/No Vesting. This Agreement does not constitute a waiver of the CITY's regulatory authority and the CSC Property and the Improvement remain subject to all applicable laws, rules, codes and regulations. This Agreement does not operate to vest any interest or right whatsoever.

8. Insurance. CSC shall possess and maintain, at all times during the term of this Agreement and construction, operation and maintenance of the Improvements, general liability insurance in the amount of One Million Dollars (\$500,000.00), to protect the CITY from liability, claims, damages, losses or expenses arising from or out of, and in any way connected with, this Agreement, including though not exclusively, the construction, operation and maintenance of the Improvements. CITY shall be listed as an additional insured on the liability policy and proof of said insurance shall be submitted to CITY prior to execution of this Agreement or of placing the Improvements in Service, whichever occurs first, and within ten (10) days of the CITY's request during the term of this Agreement. This provision shall survive termination of this Agreement to the extent necessary to cover the CITY from liability, claims, damages, losses or expenses arising from activities occurring prior to said termination.

9. Indemnification. CSC 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 this Agreement and any tort, intentional action, negligent act or omission of CSC, their tenants, agents, subcontractors, guests, licensees or anyone for whose act or acts any of them may be liable, relating to the encroachment of the Improvements onto the City's leased area.

10. Recording. CSC will record this Agreement, at his/her/its expense, in the Public Records of Franklin County, Florida, where it shall be a covenant running with the land and encumber the Property applying to all successors and/or assigns.

11. 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. CSC shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to the installation, maintenance, and repair of the Improvements.

12. 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.

13. 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.

14. Legal Counsel. CSC acknowledges that he/she/it has had ample opportunity to seek and consult with independent legal counsel prior to executing this Agreement, and CSC represents and warrants that they have sought such independent legal advice and counsel or have knowingly and voluntarily waived such right.

15. Attorney's Fees. CSC 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.

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. License. This Agreement constitutes a License and does not rise to the level of a real property interest in any interest owned by the City.

18. Effective Date. The effective date of this Agreement to be executed as of the day and year set forth below.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year set forth below.

Signed, sealed and delivered
in the presence of:

CSC REALTY, LLC

Print Name: _____

By: _____
By: _____
Its: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF FRANKLIN

The foregoing instrument was acknowledged before me this _____ day of _____, 2023,
by _____, on behalf of said company who appeared in person and is personally known to
me.

Print Name: _____
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

ATTEST:

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

By: _____
Lee Mathes, City Clerk

By: _____
By: Brenda Ash, Mayor

Date: _____

[NOTARY BLOCK ON FOLLOWING PAGE]

STATE OF FLORIDA COUNTY
OF FRANKLIN

The foregoing was acknowledged before me this __ day of _____, 2023
by Brenda Ash, Mayor and Lee Mathes, City Clerk, who appeared in person and are personally known to
me who did (did not) take an oath.

Name
Notary Public
Serial Number: _____
My Commission Expires: _____

**APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: October 3, 2023**

SUBJECT: 121 Market Street – Encroachment Agreement

AGENDA INFORMATION:

Agenda Location: Unfinished Business
Item Number: 5
Department: Building Dept.
Presenter: Jason O'Steen/Dan Hartman

BRIEF SUMMARY: The draft encroachment agreement that Mr. O'Steen requested at the September Regular Meeting is attached. The City Commission approved Mr. O'Steen's request for an encroachment agreement at that meeting.

RECOMMENDED MOTION AND REQUESTED ACTIONS: Motion to Approve

FUNDING SOURCE: N/A

ATTACHMENTS: Draft Encroachment Agreement

STAFF'S COMMENTS AND RECOMMENDATIONS:

P&Z approved this development with a few contingencies (parking, rear addition removed, encroachment agreement, etc.) Approving an encroachment agreement would push the applicant closer to the permitting phase, but permits cannot be issued until all contingencies in the P&Z minutes have been met. Staff recommends approval.

Prepared By and Return To:
Daniel W. Hartman, Esq.
City Attorney
192 Coach Wagoner Blvd.
Apalachicola, FL 32320

RIGHT-OF-WAY ENCROACHMENT AGREEMENT

THIS RIGHT-OF-WAY ENCROACHMENT AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2023 (the "Effective Date") by and between **JASON O'STEEN**, ("O'STEEN"), including successors and assigns, and **THE CITY OF APALACHICOLA**, a Florida municipal corporation ("CITY"). (O'STEEN and CITY are sometimes together referred to herein as the "Parties", and separately as the "Party").

RECITALS:

WHEREAS, O'STEEN is the owner of certain real property located at 121 Market Street, Block "F2", Lot 14 and North ½ Lot 15, Apalachicola, FL ("O'STEEN Property"); and

WHEREAS, O'STEEN Property is located adjacent to certain CITY right-of-way known as Market Street as recorded in the Official City Plat of Apalachicola, Florida; and

WHEREAS, O'STEEN desires to install and maintain a permanent covered balcony and associated pillars, ("Improvements"), upon the Market Street Right of Way (ROW) to the extent and as depicted in the attached **Exhibit "A"**; and

WHEREAS, installation and location of the Improvements upon the Right-of-Way is for the purpose of maintaining the architectural compatibility of the structure being built with existing structures and the overall scheme of development in downtown Apalachicola, Florida. The roof and balconies are intended for the exclusive use of the owners, operators, guests and licensees of the O'STEEN Property and CITY will permit said installation and location of Improvements provided that O'STEEN maintains the Improvements as set forth herein; and

WHEREAS, O'STEEN is required to enter into this Agreement in order to allow the Improvements to encroach into the Right-of-Way in compliance with the CITY's Land Development Code.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged, the Parties hereto 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 O'STEEN to install and maintain the Improvements within the air space over the CITY Right of Way (balconies and associated roof structure) and upon the Right-of-Way (supporting/decorative pillars), provided that O'STEEN obtains the prior, written consent of the CITY, and any applicable permits. If O'STEEN's installation of the Improvements 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 O'STEEN shall reimburse the CITY for the cost of repairing such damage or interference.

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. Release. O'STEEN hereby releases the CITY, its representatives, employees and elected officials from any and all damages, claims, or liability that may arise under this Agreement, including though not exclusively the CITY's use of its right-of-way and the operation, maintenance, repair and installation of any infrastructure located within its right-of-way, now or in the future.

5. Priority of Right-of-Way. The Improvements shall not be operated or maintained in such a manner so as to interfere, in any way, with the CITY'S operation and maintenance of its right-of-way and any infrastructure located within its right-of-way now or in the future. The improvements contemplated herein shall at all times leave at least the width of four (4) consecutive feet of sidewalk free and clear of any and all obstructions for the flow of pedestrian traffic for the continuous and unbroken distance in front of the Property.

6. Submittals by O'STEEN. Prior to the installation of the Improvements, O'STEEN shall submit building plans to the CITY. The plans, including the type, height and location of the Improvements in the right-of-way, shall be reviewed and approved in writing by the CITY prior to installation. In addition, O'STEEN is responsible for the design of the Improvements. Prior to O'STEEN's submittal of a permit application to the CITY for construction of the Improvements, O'STEEN shall obtain approval of the design from the CITY's Planning and Zoning Board and Building Official, which approval is in addition to the CITY's review of the permit application for the Improvements. The design of the Improvements shall be consistent with this Agreement, reasonable engineering standards and applicable laws, rules and regulations.

7. Existing Utilities. The location, installation, maintenance and repair of the Improvements shall not interfere with any existing utilities located within, upon or under the right-of-way, including though not exclusively, stormwater facilities.

8. Maintenance and Repair. O'STEEN shall maintain the Improvements at its sole cost and expense, in good condition, including general maintenance and repair, during the term of this Agreement. O'STEEN shall also maintain the right-of-way impacted by the encroachment contemplated herein at its sole cost and expense, in good condition, including general maintenance and repair, during the term of this Agreement. If O'STEEN fails to maintain the Improvements and/or the right-of-way as provided herein, CITY shall give O'STEEN notice to cure the same and O'STEEN shall conduct the necessary remedial action within ninety (90) days of said notice, failing which CITY may conduct the remedial action and invoice O'STEEN for the costs incurred. O'STEEN shall pay the invoice within thirty (30) days of receipt.

9. Termination of Agreement and Removal of Improvements. If O'STEEN breaches the terms of this Agreement the CITY, shall have the right to terminate this Agreement and take legal action to seek remedial action up to and including requiring O'STEEN to remove or repair the encroaching Improvements, or any portion thereof at O'STEEN's sole cost and expense. In the event any of the encroaching Improvements are removed the O'STEEN shall restore the right-of-way to its prior condition within One Hundred and Twenty (120) days of O'STEEN's receipt of written notice that this Agreement has been terminated.

10. No Waiver/No Vesting. This Agreement does not constitute a waiver of the CITY's regulatory authority and the O'STEEN Property and the Improvement remain subject to all applicable laws, rules, codes and regulations. This Agreement does not operate to vest any interest or right whatsoever.

11. Insurance. O'STEEN shall possess and maintain, at all times during the term of this Agreement and construction, operation and maintenance of the Improvements, general liability insurance in the amount of One Million Dollars (\$500,000.00), to protect the CITY from liability, claims, damages, losses or expenses arising from or out of, and in any way connected with, this Agreement, including though not

exclusively, the construction, operation and maintenance of the Improvements. CITY shall be listed as an additional insured on the liability policy and proof of said insurance shall be submitted to CITY prior to execution of this Agreement or of placing the Improvements in Service, whichever occurs first, and within ten (10) days of the CITY's request during the term of this Agreement. This provision shall survive termination of this Agreement to the extent necessary to cover the CITY from liability, claims, damages, losses or expenses arising from activities occurring prior to said termination.

12. Indemnification. O'STEEN 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 this Agreement and any tort, intentional action, negligent act or omission of O'STEEN, their tenants, agents, subcontractors, guests, licensees or anyone for whose act or acts any of them may be liable, relating to the encroachment of the Improvements into the Right-of-Way.

13. Recording. O'STEEN will record this Agreement, at his/her/its expense, in the Public Records of Franklin County, Florida, where it shall be a covenant running with the land and encumber the Property applying to all successors and/or assigns.

14. 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. O'STEEN shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to the installation, maintenance, and repair of the Improvements in the right-of-way.

15. 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.

16. 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.

17. Legal Counsel. O'STEEN acknowledges that he/she/it has had ample opportunity to seek and consult with independent legal counsel prior to executing this Agreement, and O'STEEN represents and warrants that they have sought such independent legal advice and counsel or have knowingly and voluntarily waived such right.

18. Attorney's Fees. O'STEEN 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.

19. 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.

20. License. This Agreement constitutes a License and does not rise to the level of a real property interest in the right-of-way.

21. Effective Date. The effective date of this Agreement to be executed as of the day and year set forth below.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year set forth below.

Signed, sealed and delivered
in the presence of:

JASON O’STEEN

Print Name: _____

By: _____
By: JASON O’STEEN

Print Name: _____

**STATE OF FLORIDA
COUNTY OF FRANKLIN**

The foregoing instrument was acknowledged before me this _____ day of _____, 2023,
By Jason O’Steen, on behalf of said company who appeared in person and is personally known to me.

Print Name: _____
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

ATTEST:

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

By: _____
Lee Mathes, City Clerk

By: _____
By: Brenda Ash, Mayor

Date: _____

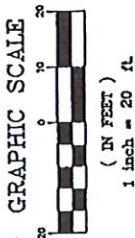
[NOTARY BLOCK ON FOLLOWING PAGE]

STATE OF FLORIDA COUNTY
OF FRANKLIN

The foregoing was acknowledged before me this __day of _____, 2023
by Brenda Ash, Mayor and Lee Mathes, City Clerk, who appeared in person and are personally known to
me who did (did not) take an oath.

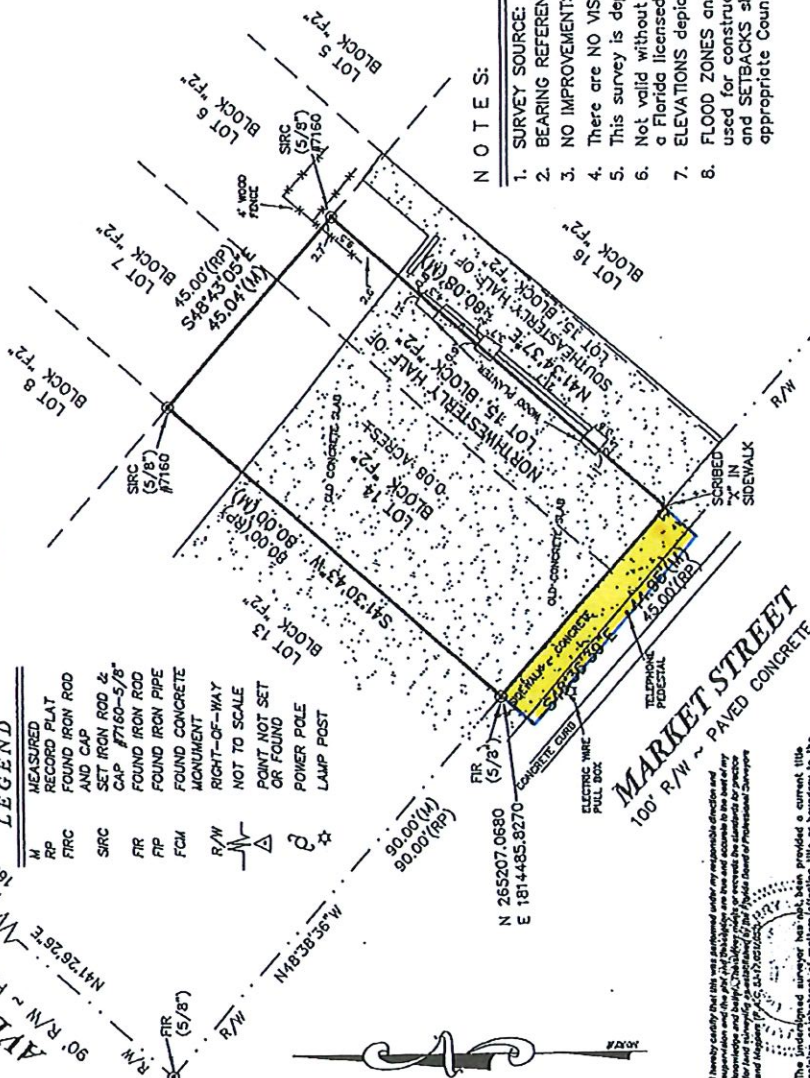
Name
Notary Public
Serial Number: _____
My Commission Expires: _____

PLAT OF BOUNDARY SURVEY CERTIFIED TO: 121 MARKET STREET, LLC



LEGEND

| MEASURED | RECORD PLAT | FOUND IRON ROD | AND CAP | SET IRON ROD & CAP | FOUND IRON ROD | FOUND IRON PIPE | FOUND CONCRETE MONUMENT | RIGHT-OF-WAY | NOT TO SCALE | POINT NOT SET OR FOUND | POWER POLE | LAMP POST |
|----------|-------------|----------------|---------|--------------------|----------------|-----------------|-------------------------|--------------|--------------|------------------------|------------|-----------|
| M | RP | FTRC | SIRC | FR | FCM | R/W | | | | | | |



LEGAL DESCRIPTION:

Lot 14 and the Northwesterly half of Lot 15, Block "F2" of THE CITY OF APALCHICOLA, a subdivision as per map or plat on file at the Clerk of the Circuit Office in Franklin County, Florida.

NOTES:

1. SURVEY SOURCE: Record plat and a field survey performed by the undersigned surveyor.
2. BEARING REFERENCE: ALL BEARINGS established using Florida Grid North datum.
3. NO IMPROVEMENTS have been located in this survey other than those shown hereon.
4. There are NO VISIBLE ENCROACHMENTS other than those shown hereon.
5. This survey is dependent upon EXISTING MONUMENTATION.
6. Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
7. ELEVATIONS depicted hereon were established using NAVD 1988 datum.
8. FLOOD ZONES and SETBACKS depicted hereon are not to be used for construction permitting purposes. All FLOOD ZONES and SETBACKS should be verified by the appropriate County Departments.



Tharman Roddenberry & Associates, Inc.
PROFESSIONAL SURVEYORS AND MAPPERS
P.O. BOX 188 • 121 SHELTON STREET • JACKSONVILLE, FLORIDA 32233
PHONE: 904.246.1888 FAX: 904.246.1888

| | | |
|----------------|------------------------------|----------------------------------|
| DATE: 10/16/22 | DRAWN BY: BD | SCALE PER PLAT: COUNTY: FRANKLIN |
| FILE: 132472W6 | DATE OF FIELD WORK: 10/17/22 | CHECKED BY: JAR |
| | | JOB NUMBER: 13-247 |

FLOOD ZONE INFORMATION:

Subject property is located in Zone "AE" (EL 12) as per Flood Insurance Rate Map Community Panel No: 120088 0526F
Index date: February 5, 2014, Franklin County, Florida.

I, the undersigned surveyor, have not been provided a current title opinion or abstract, and I am not responsible for the accuracy of the information shown hereon. The surveyor's responsibility is to locate the boundaries of the subject property and to show the same as they exist at the time of the survey. The surveyor is not responsible for the accuracy of the information shown hereon.

JAMES T. RODDENBERRY
Surveyor and Mapper
Florida Certificate No. 1261

City Manager Updates

Finance Director - Advertisements for the vacant Finance Director position have been published in the Apalachicola Times and on the City's website.

Building Official - Applicants were interviewed for the Building Official were interviewed and one candidate was selected. The applicant, who is a licensed Building Official with several years of experience in that position, chose not to accept the position. He stated that he has concerns with being able to find housing and the City could not match his current salary.

Building Department - One option to consider is to enter into an Interlocal Agreement with the City of Carrabelle, if they are agreeable, and split the cost of a Building Official if we continue to be unable to meet salary requirements of candidates.

Committee Vacancies - The Parks and Recreation Committee has two member vacancies and an alternate member vacancy. We also have a vacancy for an alternate on the Board of Adjustment. These vacancies are posted on the City website and a post was made about this on the City's Facebook page.

Grant Report-October 2023
Kendall Falkner

1. Florida Department of Transportation (DOT) – SCOP Grant Application – Leslie Street

City Commission passed Resolution 2022-01 on 2/23/22 for the City of Apalachicola to apply for funding for Leslie Street. Application was submitted electronically on 3/4/22. The City requested \$610,169.30 to remedy the underground issues, resurfacing the entire street length, and for new road signs based off engineer's estimate and recommendations.

AWARDED! – City was awarded the full amount for Leslie Street! This funding window begins July 1, 2023, and ends June 30, 2024. We will take steps to make sure this work can be completed ASAP. Our representative from FDOT said to expect the agreement in 2023 before the funding window opens. Waiting for agreement from FDOT. Reached out to FDOT to inquire about agreement. Pending Agreement from FDOT. Expect to hear back sometime in July – we cannot sign any contracts or do any work until the agreement is fully executed. Agreement being drafted by FDOT.

- On 8/4/23, City Commission passed Resolution 2023-04 where the City authorized a contract with FDEM for MSCOP funds.
- Draft Agreement received, reviewed, and returned to FDOT. Once the signature process has been completed, we will receive an executed agreement and Notice to Proceed.

2. DEP Resilient Florida Grant application – Implementation

City submitted a grant request in the amount of \$2,039,500 to complete identified drainage projects in the city that have been documented but have not been funded by other sources. If funded, the funds will repair known nuisance flooding drainage issues in more than 29 locations throughout the City.

- Grant submitted 9-1-2022. Waiting for updates.
- Funding approved! Pending kickoff meeting and scope finalization.

3. DEP Resilient Florida Grant application – Planning

City submitted a grant request in the amount of \$300,000.00 to analyze existing vulnerable critical asset infrastructure in the City's commercial district and design a plan to mitigate street flooding through the retrofit of existing impervious parking and the design of pervious parking pockets on City-owned property, Avenue H specifically.

- Grant submitted 8-31-2022. Waiting for updates.

4. Firehouse Subs Public Safety Foundation – Hurst Rescue Tools “Jaws of Life”

An application requesting Jaws of Life rescue tools for the Apalachicola Volunteer Fire Department was submitted. These tools were a request from the VPD and will aid them in their efforts. If funded – the grant program will handle ordering, etc. No match required.

Waiting for updates, have been advised that most projects are funded by Firehouse Subs after 3+ complete applications. We have filed 4 so far. (1/31). APPLIED again for 2023 Q1 on 1/12/23 in the amount of \$37,880.00 – will hear back in early April. If not funded, will apply again and look for other funding sources for the Jaws of Life equipment for VFD.

Preparing to apply for Q2 quarter. Currently gathering necessary information and documentation. Cycle opens 4/6 and closes 4/13.

Application Submitted! We are looking to early July for updates!

- Q4 Firehouse Subs Grant will open July 13 for FY23-24. Planning to reapply either way and are currently researching and gathering necessary materials.
- 7/6/23-DENIED. Will reapply for Q4 cycle opening in July 13th.

5. Firehouse Subs Q4-Hurst Jaws of Life- *City applied for rescue equipment for Q3 cycle and was denied. City discussed with Rep and submitted new application on July 13, 2023. We expect to hear something in October.*

6. **DEO Rural Infrastructure Fund – Drainage Basin Analysis Phase II + Camera Work of Stormwater Lines:**

An application requesting \$300,000 with no local match from the DEO Rural Infrastructure Fund was submitted on 8/31/22. The application was for Phase II of a Drainage Basin Analysis that began in 2018. This \$300,000 grant proposal would fund an analysis of the drainage basins that border Apalachicola River and Bay. The proposal also includes funding to begin camera-work of the stormwater lines in phase I, as recommended in that report. (We must survey the damage before we can move forward on repairs.) The grant asks for \$110,000 for the analysis and mapping (per engineer estimate), \$5,000 for public education (grantors like to see we are promoting our message/work), \$24,000 in admin, and \$161,000 in camera-work for the phase I drainage basin area. This is a total of \$300,000 and there is no required local match.

Basins 11 and 3 were covered by the 2018 grant. This grant application would address the following basins: 1, 2, 4, 5, 6, 7, 8, 9, 10, 12-19. –

- **FUNDED 12/20/22!** Waiting for agreement!
- Award letter received April 24, 2023. Staff developed Scope of Work and submitted to DEO. City is currently finalizing contract agreements for Drainage Basin Analysis then plans to move forward with procurement of engineer and contracting services.

7. **Rural Infrastructure Fund, DEO FY 21/22-Water Treatment Plant Improvements:**

FUNDED! *Application submitted electronically on 5/26/22 to the RIF program through DEO for fiscal year 21/22. City applied for \$150,000 for engineering services that are going to be needed as we navigate the Potable Water Consent Order and will set us up to apply for more funding down the line.*

City was FUNDED for \$147k to address the following:

- Evaluation of Existing Conditions
- Enhanced Sampling Plan, Hydraulic Modeling, and Treatability Studies
- Alternatives Analysis
- Facilities Plan Report
- 2/7/23 – Bid Award Recommendation to Dewberry Engineers. (Wrote the quote used to apply for this funding and are working on City consent orders, which this project will go hand in hand with.)

Bid Award Agreement passed on 2/7/23. Moving forward with Dewberry Engineers. Task order has been signed, project underway!

8. City of Apalachicola Old City Hall Structural Repair – Special Categories DOS

*Application submitted electronically 5/31/22 for structural repairs for the Old City Hall building. (Middlebrook Building) Amount requested was \$395,000 with an in-kind match of \$98,750 for a total project budget of \$493,750. The goal of this application is to secure funding to complete the Old City Hall Renovation and support the ongoing repairs funded through the NPS grant. The purpose is to stabilize the building, by proposing to install an interior rigid steel frame to provide the structural integrity of the building exterior masonry and support the historic second floor wood frame. – Applied - The Florida Historical Commission reviewed and scored eligible FY2024 Special Category grant applications on November 16, 2022. The Special Category Final Ranking Lists the City Hall project Year 2 (\$395,000) as recommended for funding. Official notification of grant award is pending Secretary of State approval and budget appropriation. Received official notification of funding on 6-20-23. Waiting to receive grant agreement after July 1, 2023 about July 1 of 2023. **This is great news! Preparing to receive notification early July.** Agreement received. Pending approval from City. Contract signed; pending procurement process for contractors.*

9. CPTA Community Planning Technical Assistance Grant Program – DEO

*Application submitted 4/1/22 for updates to our local comprehensive plan as well as complete Phase 2 of the Apalachicola Areas of Critical State Concern Work Plan. If granted, grantee shall analyze the City of Apalachicola's current local comprehensive plan and present required and recommended update to the City Commission considering resiliency. These ideas will be vetted through community engagement and based on feedback received from the community and City Commission, final amendments to the local comprehensive plan will be prepared for public hearing and subsequent transmission to DEO. The City will also undertake Phase 2 of the Areas of Critical State Concern Work Plan by updating the infrastructure project list and conducting project scoping and economic analysis for priority projects in preparation for the funding available through the Bipartisan Infrastructure Act as well as other state and federal grant opportunities. – **AWARDED!** Agreement received and signed in October.*

- **RFP was advertised and procured according to state statutes and City procurement policy. An award recommendation is on the agenda for 1/3/23 meeting.**
- **OVID Solutions w/ Bay Media Services as a subcontractor was awarded the bid recommendation and contracts were executed. OVID + Bay Media have begun working and a workshop for this effort is scheduled 2/7/23 for a comp plan update and OVID (Julie Dennis) is working on the ACSC Plan and has been meeting with staff for needed details.**

- First deliverables have been sent and are currently being evaluated by DEO.
- Bay Media completed Comp Plan Draft with recommended changes that were presented at March 7 Commission Meeting and two workshops with P&Z on March 13 and April 10. A joint workshop with P&Z and the City Commission is scheduled for May 8.
- COA has requested an extension (PO454) until June 30, 2023 in order to allow adequate time for Community and Board feedback. **Extension Amendment submitted and approved on 6/15/23.**
- **Final deliverables submitted and approved. Pending reimbursement.**

10. Department of Historical Resources African American Cultural and Historical Grants – Apalachicola African-American History Museum

Awarded \$1million with a \$250k match from the City for a new construction museum next to Holy Family.

- Due to rising construction costs, the project scope has been changed from a 2-level, 2,500SQF footprint building to a 1-level 2,000SQF building with elevated ceilings. Priorities include:
 - High Security
 - Storage Room
 - Office Space
 - Breezeway to Holy Family
 - Greeting Station/Small Gift Shop Area
 - ADA Accessible Bathrooms
 - Controlled Lighting for Exhibits
 - Building with Room for Add-On at later date
- **FUNDED!** Have submitted the project work plan and budget for the agreement draft from DOS. 8/25
- Question from DOS answered 9/26. Should hear back soon and have agreement in hand.
- 11/3 – Still waiting for agreement.
- 12/1 – Have draft agreement in hand for staff review.
- 12/19 – **AGREEMENT SIGNED!** Documents being turned in for FEIN and new grant coordinator must take their grant management quiz prior to procurement of services.
- 1/31 – New grant coordinator has taken quiz for first deliverable and is creating procurement documents for Architecture, Design, Permitting, & Engineering of the new building. We expect to begin procurement in February and this will be out to bid for 28 days.
- Documents for Architecture, Design, Permitting, & Engineering RFP completed. RFPs are currently posted to our City Website, advertised in The Apalachicola

Times and Tallahassee Democrat. Bids will be received until March 16, 2023, 3PM.

- One bid was received for Architecture, Design, Permitting, and Engineering. Per procurement procedures, COA will need at least two bid proposals. We will re-open the bid window for 28 days after approval from DHR.
- Received approval and have re-advertised RFP to run in the Democrat. Project pushed out until April 28th.
- Bids were received and scored according to procurement procedures. COA recommendation will be presented at the June 6 Commission Meeting.
- A motion to award contract to Hammond Design was approved by Commission.
- Hammond Design assembling draft contract, costs for survey, civil, and structural work.
- **Contract currently being reviewed by DHR, Hammond Design, and City.**
- **Contract reviewed and signed. City has a meeting scheduled with architects to discuss scheduling.**
- **Met with Hammond Design on 9/8/23. Discussed stakeholder outreach, design plans, and Kick-Off Meeting.**

11. HMGP – Backup Generator for Vacuum Station (108 Avenue F)

Grant application was submitted for \$170,000 for a new backup generator. (Current in use is too small for need.) Had to apply for a portable generator instead of stationary, as they will not fund for a stationary one in a flood zone. Multiple RFIs (requests for information) were received and answered. Waiting on delivery dates and costs for generators. The delays are at least 55 weeks with a cost increase of 4 times the original figures. Once we determine those issues, we will adv an RFQ. In addition, an amendment will need to be done with the state to address the time and cost. (12/1)

- TME discussed with funding agency reps and they have decided we should not wait on Ring Power for quotes due to the timelines. TME is taking the Scope of Work and developing an RFP for these services. Will be sending to funding agency by mid-January for approval to advertise – after the bids come in we will do an amendment with the funding agency for the time and funding increase on this effort. The funding agency is aware of the rising costs and are telling us to try for an amendment with them to cover the additional costs, but we will not know for sure until the amendment is submitted after bids are received. (12/21) FDEM stated that this agreement was in the contracting phase. Once we get the agreement executed, we will let the ITB. The ITB was submitted to DEO to approve for advertising. Hoping to get the go ahead this week. The overall timeline is 59 weeks now. The Workplan for DEO has been updated to reflect the timeline. Amendments with FDEM will be completed and letters will need to be sent to DEO. (1/31/23) Once the agreement is received, we will let the ITB.

- ITB is scheduled to run in the Tallahassee Democrat on March 24th and March 31st. Will need competitive bids for generator installation before moving forward.
- Pending ITBs. Window closes April 28, 2023.
- COA conducted site visit for prospective bidder on April 20, 2023. Pending ITB expiration. 6/15/23-still pending ITB expiration.
- **ITB expired and Madrid HMGP was chosen for this project.**
- Site visit was conducted on June 30.
- Generator costs overrun have been submitted for approval.
- Quarterly report submitted.
- FEMA returned Quarterly report for additional edits. Edits being made and pending submission approval.
- Working on cost overrun.

12. National Park Service Hurricane Michael Repair/Mitigation - Grants for Repair and Restoration of the Montgomery Cotton Warehouse (Old City Hall) and the Harrison-Raney Cotton Warehouse (HCA)

- **Old City Hall & HCA**

The City submitted payment requests and has been paid for the first set of deliverables on each project. **This is great news!**

HCA – City readvertised the project based on procurement regulations and, based on submittals, selected Oliver Sperry Renovation and Construction, Inc, (Tallahassee) to complete the work. Preparation of contract is pending receipt of preservation experience documentation and DHR approval of contractor. A contract with Oliver-Sperry has been signed and work is expected to commence in the coming weeks. A minor contract amendment between the State and City is being drafted to reflect relocation of funds between categories. Staff has sought an extension from DHR. Extension amendment is being drafted by DHR. Renovations will begin soon, this is great news! The HCA will be closed from June 1, 2023-July 8, 2023. **Oliver-Sperry Renovation Contract signed! Construction to begin concurrent with work on City Hall either late July or August. Construction has begun concurrent with work on City Hall. Deteriorating brick walls inside HCA requires additional work on downstairs walls. See separate funding board action request.**

City Hall – City rejected both bids received on round two of RFP because estimated costs exceed amount of funding. The City has readvertised the project with a May 4 selection date. The City and State contract was amended to accommodate temporary structural support in advance of year 2 funding. Staff has sought an extension for this project from DHR.

Extension received. City Commission awarded contract to Oliver Sperry. Contract executed and work has begun.

13. CDBG-DR Infrastructure– Avenues Stormwater Repair Project (M0016) is moving forward. Engineer Procurement and design will need to be secured and created along with environmental review and clearance. ALL policies needed have been completed!

- **ENGINEERING PROCUREMENT IN PROGRESS!** The contracted engineer, once selected, will put together a project schedule based on design time needed and anticipated construction duration. Environmental review will run concurrently with design and permitting.
- Engineering Scoring of Bids has been completed. - City authorized to enter into contract negotiations with Halff, CDG, and Dewberry on 11.8.2022. Recommendation to execute contract and award task order for this project was on the 01.03.2022 agenda, subject to DEO review/approval. DEO comments received on 1.31.2023 – sent to City Counsel for assistance in addressing.
- All comments from DEO have been addressed. DEO authorized execution of the engineering services agreement on 02.13.2023; the continuing services agreement with Dewberry was executed on 02.24.2023.
- Met with DEO via Teams meeting along with Grant Administrator from Gouras & Associates. We are waiting for the task order from Dewberry and pushing Engineering and Environmental status by end of week (Friday March 3, 2023).
- Dewberry was selected for this project. All contract comments from DEO have been addressed. DEO authorized execution of the engineering services agreement on 2.13.23; the continuing services agreement with Dewberry was executed on 2.24.23.
- Task Order with Dewberry for Engineering Services executed March 14, 2023. **Engineering is underway! This is great news!** Stormwater System Field Maps for Drainage Pipe Inspections and Route Surveying have been prepared and quotes are being requested for drainage pipe inspections and route survey.
- Gouras & Associates is coordinating project information with Dewberry to begin stakeholder outreach for the environmental review record. This is ongoing.

- Environmental review underway. Working with Cypress Environmental Engineering on stakeholder outreach. Compiling necessary documentation. This is ongoing.
- Progress report submitted for July 2023.
- Throughout July, Dewberry verified the scope of work for the project area, prepared stormwater system field maps for drainage pipe inspections and route surveying, and quotes were requested for drainage pipe inspections and route survey. Gouras distributed initial stakeholder outreach letters for environmental engagement during the week of August 14-18 (Gouras)
- Engineer has been working to finalize scope and costs for drainage pipe surveys.
- Stakeholder outreach information has been distributed for the environmental review. Information will be sent to Tribes, the SHPO, and State Clearinghouse in the coming days. An 8-Step Process will be required; the City is working with its grant administrator to coordinate publication of the Early Notice and distribute a copy to interested parties.
- Quotes were received for drainage pipe inspections and route survey, working to revise scope and cost of drainage pipe survey.

14. CDBG-DR Hometown Revitalization –Riverfront Revitalization and Hill Community

Revitalization projects: City has received environmental exemption for administrative and engineering services. ALL policies needed have been completed! **ENGINEERING PROCUREMENT IN PROGRESS!** The contracted engineer, once selected, will put together a project schedule based on design time needed and anticipated construction duration. Environmental review will run concurrently with design and permitting. **City authorized to enter into contract negotiations with Halff, CDG, and Dewberry on 11.8.2022. Draft contracts have been submitted and are currently under review with counsel. Recommendation to execute contracts and award task orders approved on 12.6.2022, subject to DEO review/approval. Riverfront (M0034):** CENST approval memo was issued by DEO on July 14, 2022. The city is currently working on the RFQ for engineering procurement. Once an engineer is on board, we'll be able to confirm scope of work and begin environmental review. The contract 7 has been reviewed by DEO and we are currently working to address DEO comments. **Halff Engineering was selected for this project; the contract is currently under review with city attorney.** The draft contract was submitted for DEO review. DEO has requested a draft task order for this project prior to execution. The engineer is currently preparing the task order. City Staff met with Halff for a site inspection on 3/14. Specifics were addressed and draft revised Task Order was created on 4/21. City Staff met with DEO and Gouras & Associates on June 8, 2023 to amend the agreement to properly reflect the scope of work. **As of June 29, 2023, the City and DEO have agreed to a modified scope**

and the amendment with DEO is under development. Halff has executed a task order for the revised scope, which has been submitted to DEO for authorization to execute. Received authorization to execute modified contract. Final SOW complete! Project moving forward.

Engineering task order was executed and has been submitted to DEO for final approval to move forward.

DEO has been working on an amendment to the grant agreement. The City is waiting for the final amendment for execution.

- **Hill Community (M0033):** CENST approval memo was issued by DEO on July 14, 2022. It was reviewed and we are currently working to address DEO comments. The city is working on the RFQ for engineering procurement. Once an engineer is on board, we'll be able to confirm scope of work and begin environmental review. **CDG Engineering was selected for this project; the contract is currently under review with city attorney.** The draft contract was submitted for DEO review. DEO has requested a draft task order for this project prior to execution. The engineer is currently preparing the task order.
- **The City has been working with CDG on a task order that falls within the project budget.** The current version is under review with the City. Once reviewed by the City, this can be submitted to DEO for authorization to execute.
- **Once an engineer is on board, we'll be able to confirm scope of work and begin environmental review.**
- City Staff met with CDG.
- Field work under way!
- Field work is completed for topographical surveys for sidewalks. The project engineer has been contacting private property owners (Croom's, Keep It Clean Game Room, Q's Corner, 120 MLK Jr. Blvd, Massey Building) regarding improvements to each site; however, some property owners have not been reached. Gouras' development of stakeholder outreach information for environmental review is ongoing.
- Progress report submitted for July 2023.
- Throughout July, CDG completed site visits to several locations (Croom's and Massey) and worked on schematic designs (Keep it Clean, Q's, 120 MLK Jr. Boulevard, and Massey). 30% design plan submittal was submitted for Sidewalks. Gouras distributed initial stakeholder outreach letters for environmental engagement during the week of August 14-18 (Gouras)
- Engineer has continued to work with property owners and the City on development of plans / specs.
- Stakeholder outreach information has been distributed for the environmental review. Information will be sent to Tribes, the SHPO, and State Clearinghouse in the coming days. An 8-Step

Process will be required; the City is working with its grant administrator to coordinate publication of the Early Notice and distribute a copy to interested parties.

- Architectural schematics of the five buildings are all complete or nearly complete, the sidewalks have finalized plans and specs and have been sent to review to be able to move to bidding upon approval.

Riverfront Revitalization (M0034): On 07.19.2023, DEO authorized execution of the modified Halff task order, which corresponds to the updated scope of work in the DEO amendment that is currently under development.

The City and Gouras continued to work with DEO on the updated scope of work for this project. Halff modified the design task order to correspond with the updated DEO scope of work. The revised design task order was submitted for City review on 08.15.2023. Once this is executed, Gouras will work with Halff to develop outreach documentation for environmental stakeholder outreach.

- The City approved the Task Order for engineering and the process for drafting stakeholder letters for the environmental review began.

HMGP Emergency Generators – Received and signed Release of Funds forms for CDBG-DR DEO match – HMGP has funded the generators and agreement signed. HMGP admin bidding was advertised and has closed. Advertised in The Democrat per MSA paper standards from DEO and awarded to TME 9/27. TME is working on RFP for a contractor for the generators and installation. **Waiting on delivery dates and costs for generators. The delays are at least 55 weeks with a cost increase of 4 times the original figures. Once we determine those issues, we will adv an RFQ. In addition, an amendment will need to be done with the state to address the time and cost. (12/1)**

TME discussed with funding agency reps and they have decided we should not wait on Ring Power for quotes due to the timelines. TME is taking the Scope of Work and developing an RFP for these services. Will be sending to funding agency by mid-January for approval to advertise – after the bids come in we will do an amendment with the funding agency for the time and funding increase on this effort. The funding agency is aware of the rising costs and are telling us to try for an amendment with them to cover the additional costs, but we will not know for sure until the amendment is submitted after bids are received. (12/21) The ITB was submitted to DEO to approve for advertising. Hoping to get the go ahead this week. The overall timeline is 59 weeks now. The Workplan for DEO has been updated to reflect the timeline. Amendments with FDEM will be completed and letters will need to be sent to DEO. (1/31/23). The template ITB was approved. We are working on the individual ITBs now. DEO will have to approve. Once we receive approval, the ITB will be advertised and a contractor will be selected.

Invitation to Bid (ITB) have been posted on the website and will be advertised in the Tallahassee Democrat on March 24th and 31st. The window for submission will

close on April 28th. In addition, COA held site visit at all critical facilities generators locations. (4/20). Generator cost overruns have been submitted.

- **Avenues HMGP Market Street Vacuum Station M0016** - Received and signed Release of Funds forms for CDBG-DR match – HMGP has funded the generators and agreement signed. HMGP admin was advertised and has closed. Advertised in The Democrat per MSA paper standards from DEO and awarded to TME 9/27. **RFQ is advertised with a due date of 2/2/23 and award date of 3/7/23!**
 - No bids were received, so we had to extend and re-advertise. A contract will be let with the selected engineering firm. An extension with FDEM was submitted in mid January. (1/31/23)
 - **Engineer Award being presented 3/7!**
 - Bids were received and a contractor was selected. Working on the contract for execution.
 - CPWG chosen as the engineer for design.
 - Site visit on June 30th.
 - Design will be completed by December 2023
- **Michael FEMA Projects Updates**
 - **Bodiford** - BODIFORD PLANS COMPLETE! Waiting for exemption for permits from FEMA to be reviewed. - Received exemption ... waiting on FEMA to re-establish the costs in the project. Still waiting on FEMA 12/21. Project is still in EHP at FEMA (1/31/23). No movement on the FEMA side (March 23). In communication with EHP at FEMA. **COA is in communication with Grant Manager at FEMA. We emphasized the need for these projects to move forward. Was informed is still going through a review process in EHP (EHP has an extremely heavy workload due to Hurricane Ian and Hurricane Nicole) (April 2023). Project moved out of EHP and is waiting for COA staff to approve and sign. Procurement process to begin soon. Waiting for bid packets from grant admin.**
 - **Scipio** – Designs from Dewberry draft complete – waiting for full. Waiting for scope verification from FEMA to bid out. Still waiting on FEMA 12/21. Project is still in EHP at FEMA (1/31/23). No movement on the FEMA side (2/2/23). In communication with EHP at FEMA. **COA is in communication with Grant Manager at FEMA. We emphasized the need for these projects to move forward. Was informed is still going through a review process in EHP (EHP has an extremely heavy workload due to Hurricane Ian and Hurricane Nicole) (April 2023). Project moved out of EHP and is waiting for COA staff to approve and sign. Procurement process to begin soon. Waiting for bid packets from grant admin.**
 - **Alleyway Repairs** – Alleyway: 3, 7, 9, 8, 10, 11, 6, 2, 5, 12, 4. *Crushed Shells to be replaced.* Extensions requested for all FEMA projects – extension granted. City staff is currently measuring alleys to get updated quotes on materials. Oyster shells are no longer available, so City is looking into other options such as gravel, lime rock, asphalt millings, etc. Scope will have to change with FEMA before beginning. Currently

working on scope change to submit to FEMA for approval and assessing which materials would be best for alleyway repairs. EHP is currently on backlog with Hurricane Ian. Obtaining materials quotes. **Quotes received 7/25/23 and sent to City Manager for review. Obtaining new quotes.**

- **Old City Hall and HCA Contents loss** – *Ordering replacement items from loss. **Funded!*** – just needs to be ordered and receipts turned in. **Partially ordered – postponing ordering of remaining items until back room flooring of City Hall complete to place items in.**
- **Lafayette Park** – Boardwalk work and lighting donation have been COMPLETED! It appears that we were supposed to be exempt from permits for this work per engineer opinion, since there was no in-water repairs, but we are waiting for USACE and DEP to confirm this with FEMA before this project can close out and Bodiford and Scipio can begin. - Received the USACE and FDEP permits! Still waiting on FEMA 12/21. Project is still in EHP at FEMA (1/31/23). No movement on FEMA side. No movement on the FEMA side. **Contact with EHP at FEMA. We emphasized the need for these projects to move forward. Was informed is still going through a review process in EHP (EHP has an extremely heavy workload due to Hurricane Ian and Hurricane Nicole) (April 2023). Project moved out of EHP and is waiting for COA staff to approve and sign. Procurement process to begin soon.**
- **Hurricane Sally** – Almost all Sally projects are completed and finalized. TME is uploading receipts to finish. This will be completed once all docs are received to upload. Need to determine all project costs with staff and then submit the close out paperwork (1/31/23). Working on DAC to be submitted this week. **Close out has been submitted. Will monitor for all final payments being made to the City! Final payment is in process! **Project CLOSED!****
- **Department of Historical Resources 2023 Small Matching Grant – Black History Trail. **FUNDED!**** Scope has changed slightly as some work has already been completed. (signage)
 - **Agreement has been signed and scope modified!**
 - **City is administering the grant with a 8/31 deadline for all deliverables. Representatives from the North Florida African American Corridor Project have been contacted and are in communication to meet all deadlines. City Commission will be presented the mock-ups of signage before creation/install. Timeline is as follows:**
 1. Historian work/story accumulation complete **by May 15th**
 2. Graphic Design of Signs + StoryMap complete **by June 30th**
 3. Fabrication of Signs + Storymap Live on Web **by July 30th**
 4. Site Prep & Installation of Signs + Project Closeout **by August 31st**
 - **Staff and volunteers met 1/24/23 to discuss the timeline and the historian work which will be accumulated by 2/18! There will be a public display "Town Hall" at Holy Family on 2/26 for the Hill Community to view and give comments. There will also be a City workshop before the**

regular meeting on 3/7 for board action to approve of the historian work. After the wording has been approved, then the design process can begin. Draft designs have been created and design approval workshop/board approval has been scheduled for 5/2.

- **Workshop and Board Action Request on 3/7.**
- Wording and sites approved. Contracts have been signed and a preliminary template design has been drafted and presented to staff/volunteers. A design approval workshop/board approval has been scheduled for May 2.
- Designs approved! Currently procuring cantilever signage.
- Signs have been ordered!
- SOW amendments were sent to DHR for review and approval.
- Upon review, there was a surplus of \$8,748 in the budget due to low estimates. City requested to add 9 additional signs to expand the SOW to be used throughout City to expand the visibility of the Black History Trail. – DHR approved.
- Website deliverables to be posted in upcoming month.
- Website deliverables submitted for approval to DHR and requested reimbursement materials.
- Story Map content on COA Website is live as of 7/10/23!
- Received Signage from manufacturers. Pending receipt of cantilever signs before installation. We expect to receive the cantilever signs around second week of August.
- **Cantilever received, City checking for underground lines and preparing for installation.**
- **Project complete and installed!** Pending final DHR approval of deliverables and reimbursement.

15. DEP Resilient Florida + Water Restoration Assistance - WWTP & Vulnerability Study

WWTP-

Grant #2 is an application for the WWTP totaling \$14 million - the City of Apalachicola was **approved for the full \$14 million** for new equipment and relocation.

DEP contacted us and let us know we had 2 duplicated grant efforts both submitted to them. Both are for the WWTP – and combined could cover the entire WWTP Project costs, headworks and all. DEP has agreed, with some preliminary efforts to ensure the scope and pricing are as they should be. **Total project costs are approximately \$19M, which will be fully funded through two separate DEP awards (Award #1 = \$13.4M, Award #2 = \$5.6M). See cost breakdown below.**

- Scope of works for both efforts are in progress! Cost breakdown below:
- DEP requested several documents to send out agreements – documents supplied. Still ongoing. **DEP Award #1 & #2 have both been executed!**

- A Kickoff Webinar for Award #1 was held with DEP and the City on 11/1/2022.
- While continuing services agreements can generally be used for DEP funding, the expected cost of the construction contract exceeds thresholds for use of continuing services agreements. As previously reported, Engineering services for this project will utilize a firm selected from the Engineering RFQ that is being used for CDBG-DR efforts.
- City authorized to enter into contract negotiations with Halff, CDG, and Dewberry on 11.8.2022. Draft contracts have been submitted and are currently under review with counsel. City staff authorized to execute contracts and task orders approved on 12.6.2022, subject to DEO review/approval.
- **Dewberry Engineering was selected for this project and is** developing a task order for this project; **the contract is currently under review with city attorney.**
- Engineering Continuing Services Agreement executed 02.24.2023. The contract has been submitted to DEP, as well as a draft task order for this project.
- Draft administrative task order submitted to DEP on 02.23.2023. DEP authorized execution on 3.15.23. Task order is currently pending city execution. Task Order Completed.
- Payment 1 request submitted. This was approved and the advance payment has been remitted to the City.
- DEP has requested a grant amendment to reallocate funding between the two grant agreements. (The project is still fully funded – this is just a budgetary adjustment between grants.) Gouras has been working with DEP on this amendment.
- The project received sampling results, worked on biological process modeling, initial design layout, and process equipment selection in the Preliminary Design Report. As of 06.30.2023, design is approximately 15% complete
- Design work continued throughout August 2023.

COST: The Total Estimated Cost of this Project is \$18,927,391. The anticipated funding breakdown is for **FDEP** to fund approximately **\$5,551,875**, and **FDEP-SRF** to fund **\$13,375,516**.

Vulnerability Study-

Grant #1 Vulnerability Study – **FUNDED!** Contract signed with Bay Media and research, data collection has begun.

- Public Workshop took place on December 6.
- Modeling and research currently underway! (3/31/23)
- **First deliverables met!**
- **Peril of Flood Comp Plan Amendments submitted to DEP**
- **Raw data collection complete, identification of data gaps complete, currently processing critical data for submission to DEP. Based on data gaps (water, sewer and stormwater line digital maps, an application prepared and submitted for data gap resolution funding. See associated resolution.**

16. Coronavirus State and Local Fiscal Recovery Funds (SLFRF) – American Rescue Plan –

The City formerly made an application to the SLFRF program and received an award of \$1,179,010.00. The City has received half of this allocated amount and will receive the second half after spending the first deposit. City has elected to receive "standard allowance" for government services.

Dates:

- » Funds must be obligated by December 31, 2024
- » All expenditures must be complete by December 31, 2026

American Rescue Plan Info:

- Electing the "standard allowance" to spend on government services.
 - Government Services generally include any service traditionally provided by government unless Treasury has stated otherwise. Here are some examples:
 - Construction of schools and hospitals
 - Road building and maintenance and other infrastructure
 - Health Services
 - General Government administration, staff, and admin facilities
 - Environmental remediation
 - Provision of police, fire, and other public safety services, including purchase of vehicles
 - **However, these funds may not be used for a project that conflicts with or contravenes the purpose of the American Rescue Plan Act statute (uses of funds that undermine COVID-19 mitigation practices in line with CDC guidance and recommendations)**
 - All projects MUST follow 2CFR procurement.
 - No construction of the following:
 - New correctional facilities as a response to an increase in rate of crime. New congregate facilities to decrease the spread of COVID 19

in the facility. Convention centers, stadiums or other large capital projects intended for general economic development or to aid impacted industries.

- Funds cannot be used for payments for debt services or replenishing rainy day funds.
- Progress Report is due at the end of April with a list of expenditures. Finance Dept. will provide; plan for April 30th Report to be completed this date.
- **Finance Department is currently creating Progress Report.**
- **Annual report submitted on April 30th.**

17. DEO Rural Infrastructure Fund FY 22-23:

City applied for DEO RIF for Spray Field Repair and Solar Project. We are requesting \$126,890.00 to cover 150 replacement spray heads and installation of 11 solar controllers and supplementary batteries. The spray heads are \$553.00 apiece, and the solar installation costs (in total) amounts to \$87,880.00 for 22 locations. The \$126k would be applied to half of the total cost and address half the work needed. Application date was March 13, 2023. We expect to hear from DEO around June.

18. Old City Hall Phase III-*City applied for Phase III of Old City Hall through a DOS Special Categories Grant. It was presented to City Commissioners on June 6, 2023. This grant would further address the repair/reconstruction of Old City Hall. We hope to hear something by September. **Application reopened 8-18-23 to request additional information. DHR hearing to rank projects September 27.***

19. DEO CPTA 23-*City applied for Community Planning Technical Assistance Grant through DEO to apply to \$75k to supply the City with resources needed to create a Workforce Housing Plan that will address viable solutions to the lack of workforce housing. Application submitted 6/15/23. We expect several months turnaround time during the scoring process. **FUNDED! Awaiting next steps!***

20. DEP Resilient Florida 23-*City was recently made aware of funding available through DEP Resilient Florida program. There are two types of grants we are applying for- 1. Planning 2. VA Supplemental.*

- **Planning:** The City of Apalachicola will have completed the Vulnerability Analysis Update this summer and, based on the data, is ready to begin the identification of adaptation action areas (AAA) within the City, develop recommended mitigation strategies and identify specific projects to implement mitigation measures within those target areas. **Application submitted. Pending review.**
- **Supplemental Vulnerability Assessment Funding-** *Data gaps identified during the critical asset review of Vulnerability Assessment process. DEP Resilience funds available to seek funding to resolve data gaps and get required utilities digitized and imported into the City's digital mapping system. Applying for supplemental Vulnerability Assessment Funding to resolve data gaps in water, sewer and stormwater digital mapping resources.*

21. Coastal Partner Initiative (CPI); Conservation Corp/Oyster Corps- *CPI is a FDEP grant that will provide funding to enhance and protect coastal resources in Apalachicola Bay by meeting the priorities of improving water quality and restoration and protection of vulnerable coastlines by*

focusing on oyster shell reclamation . The grant is for \$60 with a match of 1:1, provided by Oyster Corps.

- *At the Commission Meeting on July 11, 2023, Commissioner Grove requested this grant be written and prepared on behalf of the City by the members of the Oyster Corps. The motion passed. Plan to submit in August or September.*

22. DEP-Critical Asset Flood Mitigation (24SRP65).

23. Scipio Creek Electrical Engineering-Electrical engineer has received the fully executed Proposal Acceptance Letter and we are waiting on a schedule to move forward.

24. Water Quality Improvement (DEP) (Resilient Florida): City was made aware of Resilient Florida grant that proposes an I&I Study in order to identify and combat weak points in the water system. Application submitted on 9/14/2023.

***All information included in this report is accurate as of September 19th 2023 at 12:00pm. After that time, information is subject to change. If you have any questions, please send them to kfalkner@cityofapalachicola.com!**

ATTORNEY REPORT

TO: City Commission, City of Apalachicola
FROM: Daniel W. Hartman, Esq.
DATE: October 2023
SUBJ: City Attorney Report for Commission Meeting

1. Municipal Code Corporation – Published Land Development Code

During past Commission meetings, workshops and at Planning and Zoning certain questions, clerical errors, oversights and gaps in the City's land development code published by the Municipal Code Corporation ("Muni Code") have been discussed. These include (in no particular order) the effect of Ordinance 2020-04 which repealed the old Code and adopted the new code as published by the Municipal Code Corporation, the omission of Ordinance 2013-03 (Historic Guidelines) in the published Code; inclusion of language from Ordinances (subject to a referendum) that failed (Ordinance 1985-01 referring to voting Districts, inclusion by error); two sets of site plan procedures found in Section 111-3 (Ord. 2018-07) and Section 109-48 (Ord. 2020-03) and needed additional guidance related to parking mitigation specified in Section 111-288 – Supplemental Regulations of the Code.

Certain issues above will require additional research, some may be resolved as clerical errors directly with Muni Code. The Clerk and I will work on these initially. Other issues such as Historic Guidelines and Parking Mitigation will likely require Commission action in order to address.

I wanted to bring these to the Commissions attention so that they may be dealt with in a systematic fashion. Also so that we may identify and add any other such issues that have been brought to your attention to an action list.

A budget workshop and regular meeting of the Apalachicola City Commission was held on Tuesday, September 5, 2023, at 3:00PM at the Apalachicola Community Center, #1 Bay Avenue, Apalachicola, Florida.

Present: Mayor Brenda Ash, Commissioner Adriane Elliott, Commissioner Anita Grove, Commissioner Despina George, City Manager Travis Wade, City Attorney Dan Hartman, City Clerk Lee Mathes, Chief of Police Bobby Varnes, Finance Director Mark Gerspacher, Planner Bree Robinson, Code Enforcement Officer PJ Erwin

Meeting called to order by Mayor Ash followed by Invocation and Pledge of Allegiance.

AGENDA ADOPTION

Mayor Ash stated there is one agenda addition – under New Business – Add Item #11 – Well #6 Pump Removal and Repair.

Motion to adopt agenda with amendment made by Commissioner Grove, seconded by Commissioner Elliott. Motion carried 4 to 0.

BUDGET WORKSHOP – FY 2023-2024 BUDGET DISCUSSION

Commissioner George prepared and outlined a FY 23/24 budget facts and suggestions document.

Discussion held concerning capital outlay projects and projected project overruns.

Commission agreed to remove all vehicles from requested capital outlay items except one public works truck and police truck, remove excavator and trailer, reallocate deleted item amounts to help fund Leslie Street and seawall project overruns, and if there is any remainder left then put those funds towards either fire hydrants or I&I Study.

Discussion held concerning fee schedule, millage rate, and Evergreen Study pay rates.

Commission agreed to insert Evergreen Study pay rates after the COLA adjustment.

Finance Director Mark Gerspacher announced the first budget public hearing will be held on September 13th at 5:01PM.

REGULAR MEETING

PRESENTATION: SOUTHERN GROUP/OVID SOLUTIONS UPDATE

Rescheduled for October Regular Meeting.

PUBLIC COMMENT

1. Lynn Wilder – Updated Commission on Keep Franklin County Beautiful Program.
2. Josh Hodson – Updated Commission on Chapman Botanical Gardens improvements.

Mayor Ash requests that plans be submitted to the Commission.

Commissioner Grove reminded Mr. Hodson that plans will have to go before the Planning & Zoning Board as well.

3. Shane Raetzloff – commented on conditions at City cemeteries.

CERTIFICATE OF APPRECIATION – CINDY CLARK & ROD SCOTT

Commissioner Grove presented a certificate of appreciation to Cindy Clark. Rod Scott could not be present.

ACSC WORK PLAN APPROVAL

Motion to table ACSC Work Plan approval until October regular meeting made by Commissioner Elliott, seconded by Commissioner Grove. Motion carried 4 to 0.

ENCROACHMENT AGREEMENT – O’STEEN

Mayor Ash outlined encroachment request made by Jason O’Steen for a balcony over City sidewalk at 121 Market Street.

Attorney Hartman stated Mr. O’Steen will need to work out the parking requirements and other issues required by Planning & Zoning, but encroachment agreement will be ready for October agenda.

Motion to authorize Attorney Hartman to draft encroachment agreement for Jason O’Steen for a balcony over City sidewalk at 121 Market Street contingent upon meeting parking requirements and all other items required by Planning & Zoning, and for encroachment agreement to come back before the Commission in October meeting for approval made by Commissioner Grove, seconded by Commissioner Elliott. Motion carried 4 to 0.

ENCROACHMENT AGREEMENT – CSC REALTY, LLC (CHAPIN)

City Manager Wade explained that CSC Realty owns the property immediately south of Bodiford Park. The property’s survey indicates that a seawall and a small portion of a dock on their property encroaches

into the submerged area leased by the City. An encroachment agreement is requested so that this area can be included in a follow-up survey in order to correct the company's submerged land lease.

Motion to authorize Attorney Hartman to draft encroachment agreement for CSC Realty, LLC for a seawall and a small portion of a dock on their property that encroaches into the City's submerged land lease made by Commissioner Grove, seconded by Commissioner Elliott. Motion carried 4 to 0.

LIBRARY GRANT APPLICATION REQUEST

Motion to authorize Librarian Lucy Carter to apply for the State Aid to Libraries Operating Grant made by Commissioner Elliott, seconded by Commissioner George. Motion carried 4 to 0.

APPOINTMENT OF BOARD OF ADJUSTMENT ALTERNATE MEMBER

Motion to appoint Diane Brewer as the Board of Adjustment alternate member made Commissioner Grove, seconded by Commissioner George. Motion carried 4 to 0.

ELECTRICAL ENGINEERING AGREEMENT APPROVAL – SCIPIO CREEK

Motion to approve CDG for the electrical engineering services for Scipio Creek electrical system damaged during Hurricane Michael at a price of \$27,000 made by Commissioner Elliott, seconded by Commissioner George. Motion carried 4 to 0.

AIR SCRUBBER REPLACEMENT AT DRINKING WATER PLANT

Approve to approve after the fact \$29,076 expenditure for air scrubber replacement at Water Plant made by Commissioner Elliott, seconded by Commissioner Grove. Motion carried 4 to 0.

Commissioner Elliott suggested discussing a policy to allow enterprise fund emergency expenditures.

City Manager Wade stated the procurement policy allows for emergency expenditures.

RESOLUTION 2023-05 – FDEP VULNERABILITY ASSESSMENT GRANT APPLICATION

Cindy Clark stated this is a request for a resolution of support for a \$55,000 (non-matching) Florida Resilience application that would fund an effort to scan and geo-reference the City's water and sewer paper maps dating back to 1979. The result would allow the City staff to access utility issues quicker in the field, would provide a valuable and editable planning tool for infrastructure location, repair and expansion and would help resolve a data gap noted during the preliminary review of the City's critical assets as part of the vulnerability assessment currently underway.

Attorney Hartman read Resolution 2023-05 in its entirety.

Commissioner Elliott expressed concern about the City forgoing the RFP process.

Motion to adopt Resolution 2023-05 supporting FDEP Vulnerability Assessment Grant Application made by Commissioner George, seconded by Commissioner Grove. Motion carried 3 to 1. Commissioner Elliott opposed.

RESOLUTION 2023-06 – FDEP ADAPTATION ACTION PLAN GRANT APPLICATION

Cindy Clark stated this is a request for a resolution of support for a \$67,000 (non-matching) Florida Resilience application that would fund a planning project that builds upon the vulnerability assessments completed in 2017 and an update in 2023. The project would involve developing a Coastal Resilience Adaption Plan for Apalachicola.

Attorney Hartman read Resolution 2023-06 in its entirety.

Motion to adopt Resolution 2023-06 supporting FDEP Adaptation Action Plan Grant Application made by Commissioner Grove, seconded by Commissioner George. Motion carried 3 to 1. Commissioner Elliott opposed.

LAFAYETTE PARK LANDSCAPING PLAN & REQUEST TO APPLY FOR STATE GRANT

Dennis Winterringer outlined Lafayette Park landscaping plan. Mr. Winterringer stated the Parks and Recreation Committee had endorsed the plan and would like authorization to apply for tree planting grant and use Reforestation Funds as matching funds.

Motion to approve Lafayette Park landscaping plan, authority to apply for tree planting grant and use \$16,000 Reforestation Funds as matching funds and authorize City Manager Wade to work with Tree and Parks & Recreation Committees on plantings around the gazebo and south facing slope on the southeast end of the park made by Commissioner George, seconded by Commissioner Grove.

Code Enforcement Officer PJ Erwin expressed concern that if all the funds are used for the match, then there will be no funds left for replanting around other areas.

Mayor Ash recommends amending motion to apply for grant with a match to be determined once the grant has been awarded.

Commissioner George stated she would like to leave motion as is because Lafayette Park has been in disarray for many years.

Motion carried 4 to 0.

WELL #6 PUMP REMOVAL AND REPAIR

Motion to authorize \$39,000 expenditure payable to Clarks Well Drilling and Pump Repair to remove the pump on well #6 to determine the cause for the production of white sulfur made by Commissioner Elliott, seconded by Commissioner Grove. Motion carried 4 to 0.

FIRST READING ORDINANCE 2023-03 – SIGN ORDINANCE

Attorney Hartman read Ordinance 2023-03 by title as follows:

AN ORDINANCE OF THE CITY OF APALACHICOLA, FLORIDA, PROVIDING FOR AMENDMENT OF PART II – CODE, SUBPART B – LAND DEVELOPMENT CODE, CHAPTER 113 – SIGN REGULATIONS; PROVIDING FOR ADDITIONAL DEFINITIONS, METHOD OF COMPUTATION, PROVIDING FOR A PUROSE AND SCOPE OF SIGN REGULATIONS, PROVIDING FOR STANDARDS, PROVIDING FOR REGULATION OF MURAL SON PRIVATE PROPERTY, PROVIDING FOR SEVERABILITY, PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND ESTABLISHING AN EFFECTIVE DATE.

Attorney Hartman outlined changes based on recommendations from the last meeting.

Commissioner George requested clarification on page 12, section F3 – Prohibited Murals.

Motion to strike entire mural section of proposed ordinance and proceed with first reading at October regular meeting made by Commissioner Elliott. Motion died for lack of second.

Motion to approve 1st reading of Ordinance 2023-03 and authorize to advertise for public hearing and 2nd reading for adoption made by Commissioner Grove, seconded by Commissioner George.

Discussion held.

Motion carried 3 to 1. Commissioner Elliott opposed.

COMP PLAN AMENDMENT DATA FUNDING

Cindy Clark gave the following brief summary regarding comp plan amendment:

The recent DEO Technical Assistance Grant deliverables relating to the statutorily mandated comp plan amendments have been submitted, approved and accepted by DEO. Once adopted and approved by DEO, the City's comprehensive plan will be in compliance with all statutory requirements that have been put in place since 2013. However, all of the plan data is not up to date or complete. When the document was transmitted to the Comprehensive Plan Review Team, one of the review planners pointed out that the plan's data and analysis did not support the proposed amendments – i.e.: much of the data is outdated. Relevant updated data and analysis was provided to support the planning horizons.

projections but the technical assistance grant scope did not include provisions for updating all of the comp plan data and analysis. In fact, it was made clear on several occasions throughout the workshop and public hearing process that many areas of the plan still needed attention and that these amendments were not intended as a “deep dive overhaul of data” but rather an effort to bring the City’s plan into compliance with current state law. At this point the City has the option to choose to adopt the comp plan as is and risk a finding of not in compliance, adopt with changes (with updated data), or not adopt the proposed amendment. Whatever adoption action is taken, the second adoption public hearing must happen before January 28, 2024. Not adopting will prohibit the City from any future comp plan changes until statutorily required mandates are met. To undertake a complete overhaul to the data and analysis update to the comp plan is not feasible without substantial effort and expense – estimate between \$40,000 - \$75,000 and upwards of two years of research, drafting, and workshops. However, it is conceivable that a minimal update to revise data relating to current infrastructure capacity, conservation status and coastal management assets, public facilities, including the ACSC workplan, a new 10-year planning horizon and housing projections sufficient to satisfy the specific ORC objections could be resolved for between \$15,000 - \$20,000.

Discussion held.

Motion to put Comprehensive Plan update as budgeted line-item expense in the FY 23/24 budget made by Commissioner Grove, seconded by Commissioner George.

Commissioner Elliott stated this project should be put out for RFP.

Motion carried 3 to 1. Commissioner Elliott opposed.

Discussion held concerning steps to get into compliance with DEO.

Motion to table matter until October meeting to allow time for Attorney Hartman to conduct additional research made by Commissioner Elliott, seconded by Commissioner Grove.

Commissioner George stated a decision needs to be made and would hate to delay a response.

Ms. Clark recommends submitting what data has been collected thus far, and if DEO accepts the data, then no further action is required, but at least it gives a starting point.

Commissioner Elliott rescinds her motion. Commissioner Grove rescinds her second.

Discussion continued.

Motion to authorize Cindy Clark to prepare a response to DEO addressing the objections outlined in ORC report using the data analyses that has been gathered and submitted for review made by Commissioner Grove, seconded by Commissioner George. Motion carried 4 to 0.

HCA BRICK REPAIR FUNDING

Motion to approve additional funding of \$20,150.30 to repair interior first floor wall of HCA made by Commissioner Grove, seconded by Commissioner George. Motion carried 4 to 0.

MAYOR AND COMMISSIONER'S COMMENTS

Mayor Ash would like to have the ACSC Plan uploaded to the website as a stand-alone document.

Commissioner Grove stated the Black History Trail signs look fantastic, commented on scams coming through the City email, and recommended asking for TDC funds to repair the City's entrance signs at both the east and west ends.

Commissioner George – no comments.

Commissioner Elliott stated she would like to reschedule the Traffic Workshop for September 26th at 4PM.

Commission set Traffic Workshop for September 27th at 4PM.

CITY MANAGER COMMUNICATIONS

Report attached.

GRANTS COORDINATOR COMMUNICAITONS

Report attached.

FINANCE DIRECTOR COMMUNICATIONS

No report.

ATTORNEY COMMUNICATIONS

Attorney Hartman stated the Smith vs. Hall case will be going to trial.

CONSENT AGENDA

Motion to approve consent agenda made by Commissioner Elliott, seconded by Commissioner George. Motion carried 4 to 0.

DEPARTMENT REPORTS

Included in agenda packet.

ADJOURNMENT

Motion to adjourn made by Commissioner George, seconded by Commissioner Grove. Motion carried 4 to 0.

Brenda Ash, Mayor

Lee Mathes, City Clerk

City Manager Updates:

Ethics/Sunshine Law/Public Records Training:

The Florida Commission on Ethics presented ethics training, and City Attorney Dan Hartman presented Sunshine Law and Public Records training to the City Commissioners as well as Chairs and Members of all active committees. The training was well attended and very informative. The training served to make sure all Chairs and members were aware that they are within the jurisdiction of both the Code of Ethics and the Sunshine Law, and to educate them regarding the requirements of both.

Florida League of Cities Annual Conference:

I attended the annual conference in Orlando from August 10-12, 2023. I attended many informative sessions and made several great contacts with personnel from FDEP, the Governors' Office, and other agencies. Two of those contacts have already proven to be very helpful! I was asked to be a speaker again this year. I assisted Attorney Randy Mora in providing the state mandated Ethics Training. After receiving feedback, staff from the Florida League of Cities have asked me to assist in presenting the training again at next year's conference.

Lafayette Park:

The granite coping is being installed currently by Tim Poloronis. The brick walkways will be repaired and one will be redirected to avoid tree roots. Parking areas are being expanded and defined better. In the near future, when more accurate boundaries can be determined and a volume can be established, I will need to secure approval to fund rock for the westernmost parking area (15th Street right of way).

Leslie Street:

The M-SCOP agreement was signed by the Mayor and was sent to FDOT for final execution. We are still awaiting the executed copy. As soon as it is received engineering can begin.

Grant Report-September 2023
Kendall Falkner

1. Florida Department of Transportation (DOT) – SCOP Grant Application – Leslie Street

City Commission passed Resolution 2022-01 on 2/23/22 for the City of Apalachicola to apply for funding for Leslie Street. Application was submitted electronically on 3/4/22. The City requested \$610,169.30 to remedy the underground issues, resurfacing the entire street length, and for new road signs based off engineer's estimate and recommendations.

AWARDED! – City was awarded the full amount for Leslie Street! This funding window begins July 1, 2023, and ends June 30, 2024. We will take steps to make sure this work can be completed ASAP. Our representative from FDOT said to expect the agreement in 2023 before the funding window opens. Waiting for agreement from FDOT. Reached out to FDOT to inquire about agreement. Pending Agreement from FDOT. Expect to hear back sometime in July – we cannot sign any contracts or do any work until the agreement is fully executed. Agreement being drafted by FDOT.

- On 8/4/23, City Commission passed Resolution 2023-04 where the City authorized a contract with FDEM for MSCOP funds.
- Draft Agreement received, reviewed, and returned to FDOT. Once the signature process has been completed, we will receive an executed agreement and Notice to Proceed.

2. DEP Resilient Florida Grant application – Implementation

City submitted a grant request in the amount of \$2,039,500 to complete identified drainage projects in the city that have been documented but have not been funded by other sources. If funded, the funds will repair known nuisance flooding drainage issues in more than 29 locations throughout the City.

- Grant submitted 9-1-2022. Waiting for updates.
- **Funding approved!** Pending kickoff meeting and scope finalization.

3. DEP Resilient Florida Grant application – Planning

City submitted a grant request in the amount of \$300,000.00 to analyze existing vulnerable critical asset infrastructure in the City's commercial district and design a plan to mitigate street flooding through the retrofit of existing impervious parking and the design of pervious parking pockets on City-owned property, Avenue H specifically.

- Grant submitted 8-31-2022. Waiting for updates.

4. Firehouse Subs Public Safety Foundation – Hurst Rescue Tools "Jaws of Life"

An application requesting Jaws of Life rescue tools for the Apalachicola Volunteer Fire Department was submitted. These tools were a request from the VPD and will aid them in their efforts. If funded – the grant program will handle ordering, etc. No match required.

Waiting for updates, have been advised that most projects are funded by Firehouse Subs after 3+ complete applications. We have filed 4 so far. (1/31). APPLIED again for 2023 Q1 on 1/12/23 in the amount of \$37,880.00 – will hear back in early April. If not funded, will apply again and look for other funding sources for the Jaws of Life equipment for VFD.

Preparing to apply for Q2 quarter. Currently gathering necessary information and documentation. Cycle opens 4/6 and closes 4/13.

Application Submitted! We are looking to early July for updates!

- Q4 Firehouse Subs Grant will open July 13 for FY23-24. Planning to reapply either way and are currently researching and gathering necessary materials.
- 7/6/23-**DENIED**. Will reapply for Q4 cycle opening in July 13th.

5. **Firehouse Subs Q4-Hurst Jaws of Life-** *City applied for rescue equipment for Q3 cycle and was denied. City discussed with Rep and submitted new application on July 13, 2023. We expect to hear something in October.*

6. **DEO Rural Infrastructure Fund – Drainage Basin Analysis Phase II + Camera Work of Stormwater Lines:**

An application requesting \$300,000 with no local match from the DEO Rural Infrastructure Fund was submitted on 8/31/22. The application was for Phase II of a Drainage Basin Analysis that began in 2018. This \$300,000 grant proposal would fund an analysis of the drainage basins that border Apalachicola River and Bay. The proposal also includes funding to begin camera-work of the stormwater lines in phase I, as recommended in that report. (We must survey the damage before we can move forward on repairs.) The grant asks for \$110,000 for the analysis and mapping (per engineer estimate), \$5,000 for public education (grantors like to see we are promoting our message/work), \$24,000 in admin, and \$161,000 in camera-work for the phase I drainage basin area. This is a total of \$300,000 and there is no required local match.

Basins 11 and 3 were covered by the 2018 grant. This grant application would address the following basins: 1, 2, 4, 5, 6, 7, 8, 9, 10, 12-19. –

- **FUNDED 12/20/22!** Waiting for agreement!
- Award letter received April 24, 2023. Staff developed Scope of Work and submitted to DEO. City is currently finalizing contract agreements for Drainage Basin Analysis then plans to move forward with procurement of engineer and contracting services.

7. **Rural Infrastructure Fund, DEO FY 21/22-Water Treatment Plant Improvements:**

FUNDED! *Application submitted electronically on 5/26/22 to the RIF program through DEO for fiscal year 21/22. City applied for \$150,000 for engineering services that are going to be needed as we navigate the Potable Water Consent Order and will set us up to apply for more funding down the line.*

City was FUNDED for \$147k to address the following:

- Evaluation of Existing Conditions
- Enhanced Sampling Plan, Hydraulic Modeling, and Treatability Studies
- Alternatives Analysis
- Facilities Plan Report
- 2/7/23 – Bid Award Recommendation to Dewberry Engineers. (Wrote the quote used to apply for this funding and are working on City consent orders, which this project will go hand in hand with.)

Bid Award Agreement passed on 2/7/23. Moving forward with Dewberry Engineers. Task order has been signed, project underway!

8. City of Apalachicola Old City Hall Structural Repair – Special Categories DOS

*Application submitted electronically 5/31/22 for structural repairs for the Old City Hall building. (Middlebrook Building) Amount requested was \$395,000 with an in-kind match of \$98,750 for a total project budget of \$493,750. The goal of this application is to secure funding to complete the Old City Hall Renovation and support the ongoing repairs funded through the NPS grant. The purpose is to stabilize the building, by proposing to install an interior rigid steel frame to provide the structural integrity of the building exterior masonry and support the historic second floor wood frame. – Applied - The Florida Historical Commission reviewed and scored eligible FY2024 Special Category grant applications on November 16, 2022. The Special Category Final Ranking Lists the City Hall project Year 2 (\$395,000) as recommended for funding. Official notification of grant award is pending Secretary of State approval and budget appropriation. Received official notification of funding on 6-20-23. Waiting to receive grant agreement after July 1, 2023 about July 1 of 2023. **This is great news! Preparing to receive notification early July.** Agreement received. Pending approval from City. Contract signed; pending procurement process for contractors.*

9. CPTA Community Planning Technical Assistance Grant Program – DEO

*Application submitted 4/1/22 for updates to our local comprehensive plan as well as complete Phase 2 of the Apalachicola Areas of Critical State Concern Work Plan. If granted, grantees shall analyze the City of Apalachicola's current local comprehensive plan and present required and recommended update to the City Commission considering resiliency. These ideas will be vetted through community engagement and based on feedback received from the community and City Commission, final amendments to the local comprehensive plan will be prepared for public hearing and subsequent transmission to DEO. The City will also undertake Phase 2 of the Areas of Critical State Concern Work Plan by updating the infrastructure project list and conducting project scoping and economic analysis for priority projects in preparation for the funding available through the Bipartisan Infrastructure Act as well as other state and federal grant opportunities. – **AWARDED!** Agreement received and signed in October.*

- **RFP was advertised and procured according to state statutes and City procurement policy. An award recommendation is on the agenda for 1/3/23 meeting.**
- **OVID Solutions w/ Bay Media Services as a subcontractor was awarded the bid recommendation and contracts were executed. OVID + Bay Media have begun working and a workshop for this effort is scheduled 2/7/23 for a comp plan update and OVID (Julie Dennis) is working on the ACSC Plan and has been meeting with staff for needed details.**

- First deliverables have been sent and are currently being evaluated by DEO.
- Bay Media completed Comp Plan Draft with recommended changes that were presented at March 7 Commission Meeting and two workshops with P&Z on March 13 and April 10. A joint workshop with P&Z and the City Commission is scheduled for May 8.
- COA has requested an extension (PO454) until June 30, 2023 in order to allow adequate time for Community and Board feedback. Extension Amendment submitted and approved on 6/15/23.
- Final deliverables submitted and approved. Pending reimbursement.

10. Department of Historical Resources African American Cultural and Historical Grants – Apalachicola African-American History Museum

Awarded \$1million with a \$250k match from the City for a new construction museum next to Holy Family.

- Due to rising construction costs, the project scope has been changed from a 2-level, 2,500SQF footprint building to a 1-level 2,000SQF building with elevated ceilings. Priorities include:
 - High Security
 - Storage Room
 - Office Space
 - Breezeway to Holy Family
 - Greeting Station/Small Gift Shop Area
 - ADA Accessible Bathrooms
 - Controlled Lighting for Exhibits
 - Building with Room for Add-On at later date
- **FUNDED!** Have submitted the project work plan and budget for the agreement draft from DOS. 8/25
- Question from DOS answered 9/26. Should hear back soon and have agreement in hand.
- 11/3 – Still waiting for agreement.
- 12/1 – Have draft agreement in hand for staff review.
- 12/19 – **AGREEMENT SIGNED!** Documents being turned in for FEIN and new grant coordinator must take their grant management quiz prior to procurement of services.
- 1/31 – New grant coordinator has taken quiz for first deliverable and is creating procurement documents for Architecture, Design, Permitting, & Engineering of the new building. We expect to begin procurement in February and this will be out to bid for 28 days.
- Documents for Architecture, Design, Permitting, & Engineering RFP completed. RFPs are currently posted to our City Website, advertised in The Apalachicola

Times and Tallahassee Democrat. Bids will be received until March 16, 2023, 3PM.

- One bid was received for Architecture, Design, Permitting, and Engineering. Per procurement procedures, COA will need at least two bid proposals. We will re-open the bid window for 28 days after approval from DHR.
- Received approval and have re-advertised RFP to run in the Democrat. Project pushed out until April 28th.
- Bids were received and scored according to procurement procedures. COA recommendation will be presented at the June 6 Commission Meeting.
- A motion to award contract to Hammond Design was approved by Commission.
- Hammond Design assembling draft contract, costs for survey, civil, and structural work.
- Contract currently being reviewed by DHR, Hammond Design, and City.
- Contract reviewed and signed. City has a meeting scheduled with architects to discuss scheduling.

11. HMGP – Backup Generator for Vacuum Station (108 Avenue F)

Grant application was submitted for \$170,000 for a new backup generator. (Current in use is too small for need.) Had to apply for a portable generator instead of stationary, as they will not fund for a stationary one in a flood zone. Multiple RFIs (requests for information) were received and answered. Waiting on delivery dates and costs for generators. The delays are at least 55 weeks with a cost increase of 4 times the original figures. Once we determine those issues, we will adv an RFQ. In addition, an amendment will need to be done with the state to address the time and cost. (12/1)

- TME discussed with funding agency reps and they have decided we should not wait on Ring Power for quotes due to the timelines. TME is taking the Scope of Work and developing an RFP for these services. Will be sending to funding agency by mid-January for approval to advertise – after the bids come in we will do an amendment with the funding agency for the time and funding increase on this effort. The funding agency is aware of the rising costs and are telling us to try for an amendment with them to cover the additional costs, but we will not know for sure until the amendment is submitted after bids are received. (12/21) FDEM stated that this agreement was in the contracting phase. Once we get the agreement executed, we will let the ITB. The ITB was submitted to DEO to approve for advertising. Hoping to get the go ahead this week. The overall timeline is 59 weeks now. The Workplan for DEO has been updated to reflect the timeline. Amendments with FDEM will be completed and letters will need to be sent to DEO. (1/31/23) Once the agreement is received, we will let the ITB.
- ITB is scheduled to run in the Tallahassee Democrat on March 24th and March 31st. Will need competitive bids for generator installation before moving forward.
- Pending ITBs. Window closes April 28, 2023.

- **COA conducted site visit for prospective bidder on April 20, 2023. Pending ITB expiration. 6/15/23-still pending ITB expiration.**
- **ITB expired and Madrid HMGP was chosen for this project.**
- Site visit was conducted on June 30.
- Generator costs overrun have been submitted for approval.
- Quarterly report submitted.
- FEMA returned Quarterly report for additional edits. Edits being made and pending submission approval.
- Working on cost overrun.

12. National Park Service Hurricane Michael Repair/Mitigation - Grants for Repair and Restoration of the Montgomery Cotton Warehouse (Old City Hall) and the Harrison-Raney Cotton Warehouse (HCA)

- **Old City Hall & HCA**

The City submitted payment requests and has been paid for the first set of deliverables on each project. This is great news!

HCA – City readvertised the project based on procurement regulations and, based on submittals, selected Oliver Sperry Renovation and Construction, Inc, (Tallahassee) to complete the work. Preparation of contract is pending receipt of preservation experience documentation and DHR approval of contractor. A contract with Oliver-Sperry has been signed and work is expected to commence in the coming weeks. A minor contract amendment between the State and City is being drafted to reflect relocation of funds between categories. Staff has sought an extension from DHR. Extension amendment is being drafted by DHR. Renovations will begin soon, this is great news! The HCA will be closed from June 1, 2023-July 8, 2023. Oliver-Sperry Renovation Contract signed! Construction to begin concurrent with work on City Hall either late July or August. Construction has begun concurrent with work on City Hall. Deteriorating brick walls inside HCA requires additional work on downstairs walls. See separate funding board action request.

City Hall – City rejected both bids received on round two of RFP because estimated costs exceed amount of funding. The City has readvertised the project with a May 4 selection date. The City and State contract was amended to accommodate temporary structural support in advance of year 2 funding. Staff has sought an extension for this project from DHR. Extension received. City Commission awarded contract to Oliver Sperry. Contract executed and work has begun.

13. CDBG-DR Infrastructure– Avenues Stormwater Repair Project (M0016) is moving forward. Engineer Procurement and design will need to be secured and created along with environmental review and clearance. ALL policies needed have been completed!

- **ENGINEERING PROCUREMENT IN PROGRESS!** The contracted engineer, once selected, will put together a project schedule based on design time needed and anticipated construction duration. Environmental review will run concurrently with design and permitting.
- Engineering Scoring of Bids has been completed. – City authorized to enter into contract negotiations with Halff, CDG, and Dewberry on 11.8.2022. Recommendation to execute contract and award task order for this project was on the 01.03.2022 agenda, subject to DEO review/approval. DEO comments received on 1.31.2023 – sent to City Counsel for assistance in addressing.
- All comments from DEO have been addressed. DEO authorized execution of the engineering services agreement on 02.13.2023; the continuing services agreement with Dewberry was executed on 02.24.2023.
- Met with DEO via Teams meeting along with Grant Administrator from Gouras & Associates. We are waiting for the task order from Dewberry and pushing Engineering and Environmental status by end of week (Friday March 3, 2023).
- Dewberry was selected for this project. All contract comments from DEO have been addressed. DEO authorized execution of the engineering services agreement on 2.13.23; the continuing services agreement with Dewberry was executed on 2.24.23.
- Task Order with Dewberry for Engineering Services executed March 14, 2023. **Engineering is underway! This is great news!** Stormwater System Field Maps for Drainage Pipe Inspections and Route Surveying have been prepared and quotes are being requested for drainage pipe inspections and route survey.
- Gouras & Associates is coordinating project information with Dewberry to begin stakeholder outreach for the environmental review record. This is ongoing.
- Environmental review underway. Working with Cypress Environmental Engineering on stakeholder outreach. Compiling necessary documentation. This is ongoing.
- Progress report submitted for July 2023.
- Throughout July, Dewberry verified the scope of work for the project area, prepared stormwater system field maps for drainage pipe

inspections and route surveying, and quotes were requested for drainage pipe inspections and route survey. Gouras distributed initial stakeholder outreach letters for environmental engagement during the week of August 14-18 (Gouras)

14. **CDBG-DR Hometown Revitalization –Riverfront Revitalization and Hill Community Revitalization projects:** City has received environmental exemption for administrative and engineering services. ALL policies needed have been completed! **ENGINEERING PROCUREMENT IN PROGRESS!** The contracted engineer, once selected, will put together a project schedule based on design time needed and anticipated construction duration. Environmental review will run concurrently with design and permitting. **City authorized to enter into contract negotiations with Halff, CDG, and Dewberry on 11.8.2022. Draft contracts have been submitted and are currently under review with counsel. Recommendation to execute contracts and award task orders approved on 12.6.2022, subject to DEO review/approval. Riverfront (M0034):** CENST approval memo was issued by DEO on July 14, 2022. The city is currently working on the RFQ for engineering procurement. Once an engineer is on board, we'll be able to confirm scope of work and begin environmental review. The contract 7 has been reviewed by DEO and we are currently working to address DEO comments. **Halff Engineering was selected for this project; the contract is currently under review with city attorney.** The draft contract was submitted for DEO review. DEO has requested a draft task order for this project prior to execution. The engineer is currently preparing the task order. City Staff met with Halff for a site inspection on 3/14. Specifics were addressed and draft revised Task Order was created on 4/21. City Staff met with DEO and Gouras & Associates on June 8, 2023 to amend the agreement to properly reflect the scope of work. As of June 29, 2023, the City and DEO have agreed to a modified scope and the amendment with DEO is under development. Halff has executed a task order for the revised scope, which has been submitted to DEO for authorization to execute. Received authorization to execute modified contract. Final SOW complete! Project moving forward.
- **Hill Community (M0033):** CENST approval memo was issued by DEO on July 14, 2022. It was reviewed and we are currently working to address DEO comments. The city is working on the RFQ for engineering procurement. Once an engineer is on board, we'll be able to confirm scope of work and begin environmental review. **CDG Engineering was selected for this project; the contract is currently under review with city attorney.** The draft contract was submitted for DEO review. DEO has requested a draft task order for this project prior to execution. The engineer is currently preparing the task order.

- **The City has been working with CDG on a task order that falls within the project budget.** The current version is under review with the City. Once reviewed by the City, this can be submitted to DEO for authorization to execute.
- **Once an engineer is on board, we'll be able to confirm scope of work and begin environmental review.**
- City Staff met with CDG.
- Field work under way!
- Field work is completed for topographical surveys for sidewalks. The project engineer has been contacting private property owners (Croom's, Keep It Clean Game Room, Q's Corner, 120 MLK Jr. Blvd, Massey Building) regarding improvements to each site; however, some property owners have not been reached. Gouras' development of stakeholder outreach information for environmental review is ongoing.
- Progress report submitted for July 2023.
- Throughout July, CDG completed site visits to several locations (Croom's and Massey) and worked on schematic designs (Keep it Clean, Q's, 120 MLK Jr. Boulevard, and Massey). 30% design plan submittal was submitted for Sidewalks. Gouras distributed initial stakeholder outreach letters for environmental engagement during the week of August 14-18 (Gouras)

Riverfront Revitalization (M0034): On 07.19.2023, DEO authorized execution of the modified Halff task order, which corresponds to the updated scope of work in the DEO amendment that is currently under development.

The City and Gouras continued to work with DEO on the updated scope of work for this project. Halff modified the design task order to correspond with the updated DEO scope of work. The revised design task order was submitted for City review on 08.15.2023. Once this is executed, Gouras will work with Halff to develop outreach documentation for environmental stakeholder outreach.

HMGP Emergency Generators – Received and signed Release of Funds forms for CDBG-DR DEO match – HMGP has funded the generators and agreement signed. HMGP admin bidding was advertised and has closed. Advertised in The Democrat per MSA paper standards from DEO and awarded to TME 9/27. TME is working on RFP for a contractor for the generators and installation. **Waiting on delivery dates and costs for generators. The delays are at least 55 weeks with a cost increase of 4 times the original figures. Once we determine those issues, we will adv an RFQ. In addition, an amendment will need to be done with the state to address the time and cost. (12/1)**

TME discussed with funding agency reps and they have decided we should not wait on Ring Power for quotes due to the timelines. TME is taking the Scope of Work and

developing an RFP for these services. Will be sending to funding agency by mid-January for approval to advertise – after the bids come in we will do an amendment with the funding agency for the time and funding increase on this effort. The funding agency is aware of the rising costs and are telling us to try for an amendment with them to cover the additional costs, but we will not know for sure until the amendment is submitted after bids are received. (12/21) The ITB was submitted to DEO to approve for advertising. Hoping to get the go ahead this week. The overall timeline is 59 weeks now. The Workplan for DEO has been updated to reflect the timeline. Amendments with FDEM will be completed and letters will need to be sent to DEO. (1/31/23). The template ITB was approved. We are working on the individual ITBs now. DEO will have to approve. Once we receive approval, the ITB will be advertised and a contractor will be selected. Invitation to Bid (ITB) have been posted on the website and will be advertised in the Tallahassee Democrat on March 24th and 31st. The window for submission will close on April 28th. In addition, COA held site visit at all critical facilities generators locations. (4/20). Generator cost overruns have been submitted.

- **Avenues HMGP Market Street Vacuum Station M0016** - Received and signed Release of Funds forms for CDBG-DR match – HMGP has funded the generators and agreement signed. HMGP admin was advertised and has closed. Advertised in The Democrat per MSA paper standards from DEO and awarded to TME 9/27. **RFQ is advertised with a due date of 2/2/23 and award date of 3/7/23!**
 - No bids were received, so we had to extend and re-advertise. A contract will be let with the selected engineering firm. An extension with FDEM was submitted in mid January. (1/31/23)
 - **Engineer Award being presented 3/7!**
 - Bids were received and a contractor was selected. Working on the contract for execution.
 - CPWG chosen as the engineer for design.
 - Site visit on June 30th.
 - Design will be completed by December 2023
- **Michael FEMA Projects Updates**
 - **Bodiford** - BODIFORD PLANS COMPLETE! Waiting for exemption for permits from FEMA to be reviewed. - Received exemption ... waiting on FEMA to re-establish the costs in the project. Still waiting on FEMA 12/21. Project is still in EHP at FEMA (1/31/23). No movement on the FEMA side (March 23). In communication with EHP at FEMA. COA is in communication with Grant Manager at FEMA. We emphasized the need for these projects to move forward. Was informed is still going through a review process in EHP (EHP has an extremely heavy workload due to Hurricane Ian and Hurricane Nicole) (April 2023). Project moved out of EHP and is waiting for COA staff to approve and sign. Procurement process to begin soon. Waiting for bid packets from grant admin:

- **Scipio** – Designs from Dewberry draft complete – waiting for full. Waiting for scope verification from FEMA to bid out. Still waiting on FEMA 12/21. Project is still in EHP at FEMA (1/31/23). No movement on the FEMA side (2/2/23). In communication with EHP at FEMA. COA is in communication with Grant Manager at FEMA. We emphasized the need for these projects to move forward. Was informed is still going through a review process in EHP (EHP has an extremely heavy workload due to Hurricane Ian and Hurricane Nicole) (April 2023). Project moved out of EHP and is waiting for COA staff to approve and sign. Procurement process to begin soon. Waiting for bid packets from grant admin.
 - **Alleyway Repairs** – Alleyway: 3, 7, 9, 8, 10, 11, 6, 2, 5, 12, 4. *Crushed Shells to be replaced.* Extensions requested for all FEMA projects – extension granted. City staff is currently measuring alleys to get updated quotes on materials. Oyster shells are no longer available, so City is looking into other options such as gravel, lime rock, asphalt millings, etc. Scope will have to change with FEMA before beginning. Currently working on scope change to submit to FEMA for approval and assessing which materials would be best for alleyway repairs. EHP is currently on backlog with Hurricane Ian. Obtaining materials quotes. Quotes received 7/25/23 and sent to City Manager for review. Obtaining new quotes.
- **Old City Hall and HCA Contents loss** – *Ordering replacement items from loss. Funded!* – just needs to be ordered and receipts turned in. Partially ordered – postponing ordering of remaining items until back room flooring of City Hall complete to place items in.
- **Lafayette Park** – Boardwalk work and lighting donation have been COMPLETED! It appears that we were supposed to be exempt from permits for this work per engineer opinion, since there was no in-water repairs, but we are waiting for USACE and DEP to confirm this with FEMA before this project can close out and Bodiford and Scipio can begin. – Received the USACE and FDEP permits! Still waiting on FEMA 12/21. Project is still in EHP at FEMA (1/31/23). No movement on FEMA side. No movement on the FEMA side. Contact with EHP at FEMA. We emphasized the need for these projects to move forward. Was informed is still going through a review process in EHP (EHP has an extremely heavy workload due to Hurricane Ian and Hurricane Nicole) (April 2023). Project moved out of EHP and is waiting for COA staff to approve and sign. Procurement process to begin soon.
- **Hurricane Sally** – Almost all Sally projects are completed and finalized. TME is uploading receipts to finish. This will be completed once all docs are received to upload. Need to determine all project costs with staff and then submit the close out paperwork (1/31/23). Working on DAC to be submitted this week. **Close out has been submitted. Will monitor for all final payments being made to the City! Final payment is in process! Project CLOSED!**

- **Department of Historical Resources 2023 Small Matching Grant – Black History Trail. FUNDED!** Scope has changed slightly as some work has already been completed. (signage)
 - **Agreement has been signed and scope modified!**
 - **City is administering the grant with a 8/31 deadline for all deliverables. Representatives from the North Florida African American Corridor Project have been contacted and are in communication to meet all deadlines. City Commission will be presented the mock-ups of signage before creation/install. Timeline is as follows:**
 1. Historian work/story accumulation complete **by May 15th**
 2. Graphic Design of Signs + StoryMap complete **by June 30th**
 3. Fabrication of Signs + Storymap Live on Web **by July 30th**
 4. Site Prep & Installation of Signs + Project Closeout **by August 31st**
 - **Staff and volunteers met 1/24/23 to discuss the timeline and the historian work which will be accumulated by 2/18! There will be a public display “Town Hall” at Holy Family on 2/26 for the Hill Community to view and give comments. There will also be a City workshop before the regular meeting on 3/7 for board action to approve of the historian work. After the wording has been approved, then the design process can begin. Draft designs have been created and design approval workshop/board approval has been schedule for 5/2.**
 - **Workshop and Board Action Request on 3/7.**
 - Wording and sites approved. Contracts have been signed and a preliminary template design has been drafted and presented to staff/volunteers. A design approval workshop/board approval has been scheduled for May 2.
 - Designs approved! Currently procuring cantilever signage.
 - Signs have been ordered!
 - SOW amendments were sent to DHR for review and approval.
 - Upon review, there was a surplus of \$8,748 in the budget due to low estimates. City requested to add 9 additional signs to expand the SOW to be used throughout City to expand the visibility of the Black History Trail. – DHR approved.
 - Website deliverables to be posted in upcoming month.
 - Website deliverables submitted for approval to DHR and requested reimbursement materials.
 - Story Map content on COA Website is live as of 7/10/23!
 - Received Signage from manufacturers. Pending receipt of cantilever signs before installation. We expect to receive the cantilever signs around second week of August.
 - Cantilever received, City checking for underground lines and preparing for installation.

- **Project complete and installed!** Pending final DHR approval of deliverables and reimbursement.

15. DEP Resilient Florida + Water Restoration Assistance - WWTP & Vulnerability Study WWTP-

Grant #2 is an application for the WWTP totaling \$14 million - the City of Apalachicola was **approved for the full \$14 million** for new equipment and relocation.

DEP contacted us and let us know we had 2 duplicated grant efforts both submitted to them. Both are for the WWTP – and combined could cover the entire WWTP Project costs, headworks and all. DEP has agreed, with some preliminary efforts to ensure the scope and pricing are as they should be. **Total project costs are approximately \$19M, which will be fully funded through two separate DEP awards (Award #1 = \$13.4M, Award #2 = \$5.6M). See cost breakdown below.**

- Scope of works for both efforts are in progress! Cost breakdown below:
- DEP requested several documents to send out agreements – documents supplied. Still ongoing. **DEP Award #1 & #2 have both been executed!**
- A Kickoff Webinar for Award #1 was held with DEP and the City on 11/1/2022.
- While continuing services agreements can generally be used for DEP funding, the expected cost of the construction contract exceeds thresholds for use of continuing services agreements. As previously reported, Engineering services for this project will utilize a firm selected from the Engineering RFQ that is being used for CDBG-DR efforts.
- City authorized to enter into contract negotiations with Halff, CDG, and Dewberry on 11.8.2022. Draft contracts have been submitted and are currently under review with counsel. City staff authorized to execute contracts and task orders approved on 12.6.2022, subject to DEO review/approval.
- **Dewberry Engineering was selected for this project and is developing a task order for this project; the contract is currently under review with city attorney.**
- Engineering Continuing Services Agreement executed 02.24.2023. The contract has been submitted to DEP, as well as a draft task order for this project.
- Draft administrative task order submitted to DEP on 02.23.2023. DEP authorized execution on 3.15.23. Task order is currently pending city execution. Task Order Completed.
- Payment 1 request submitted. This was approved and the advance payment has been remitted to the City.
- DEP has requested a grant amendment to reallocate funding between the two grant agreements. (The project is still fully funded – this is

just a budgetary adjustment between grants.) Gouras has been working with DEP on this amendment.

- The project received sampling results, worked on biological process modeling, initial design layout, and process equipment selection in the Preliminary Design Report. As of 06.30.2023, design is approximately 15% complete
- Design work continued throughout July 2023.

COST: The Total Estimated Cost of this Project is \$18,927,391. The anticipated funding breakdown is for FDEP to fund approximately \$5,551,875, and FDEP-SRF to fund \$13,375,516.

Vulnerability Study-

Grant #1 Vulnerability Study – **FUNDED!** *Contract signed with Bay Media and research, data collection has begun.*

- Public Workshop took place on December 6.
- Modeling and research currently underway! (3/31/23)
- **First deliverables met!**
- **Peril of Flood Comp Plan Amendments submitted to DEP**
- Raw data collection complete, identification of data gaps complete, currently processing critical data for submission to DEP. Based on data gaps (water, sewer and stormwater line digital maps, an application prepared and submitted for data gap resolution funding. See associated resolution.

16. Coronavirus State and Local Fiscal Recovery Funds (SLFRF) – American Rescue Plan –

The City formerly made an application to the SLFRF program and received an award of \$1,179,010.00. The City has received half of this allocated amount and will receive the second half after spending the first deposit. City has elected to receive "standard allowance" for government services.

Dates:

- » Funds must be obligated by December 31, 2024
- » All expenditures must be complete by December 31, 2026

American Rescue Plan Info:

- Electing the "standard allowance" to spend on government services.

- Government Services generally include any service traditionally provided by government unless Treasury has stated otherwise. Here are some examples:
 - Construction of schools and hospitals
 - Road building and maintenance and other infrastructure
 - Health Services
 - General Government administration, staff, and admin facilities
 - Environmental remediation
 - Provision of police, fire, and other public safety services, including purchase of vehicles
- **However, these funds may not be used for a project that conflicts with or contravenes the purpose of the American Rescue Plan Act statute (uses of funds that undermine COVID-19 mitigation practices in line with CDC guidance and recommendations)**
- All projects MUST follow 2CFR procurement.
- No construction of the following:
 - New correctional facilities as a response to an increase in rate of crime. New congregate facilities to decrease the spread of COVID 19 in the facility. Convention centers, stadiums or other large capital projects intended for general economic development or to aid impacted industries.
- Funds cannot be used for payments for debt services or replenishing rainy day funds.
- Progress Report is due at the end of April with a list of expenditures. Finance Dept. will provide; plan for April 30th Report to be completed this date.
- Finance Department is currently creating Progress Report.
- Annual report submitted on April 30th.

17. DEO Rural Infrastructure Fund FY 22-23:

City applied for DEO RIF for Spray Field Repair and Solar Project. We are requesting \$126,890.00 to cover 150 replacement spray heads and installation of 11 solar controllers and supplementary batteries. The spray heads are \$553.00 apiece, and the solar installation costs (in total) amounts to \$87,880.00 for 22 locations. The \$126k would be applied to half of the total cost and address half the work needed. Application date was March 13, 2023. We expect to hear from DEO around June.

18. Old City Hall Phase III-City applied for Phase III of Old City Hall through a DOS Special Categories Grant. It was presented to City Commissioners on June 6, 2023. This grant would further address the repair/reconstruction of Old City Hall. We hope to hear something by September. Application reopened 8-18-23 to request additional information. DHR hearing to rank projects September 27.

19. DEO CPTA 23- City applied for Community Planning Technical Assistance Grant through DEO to apply to \$75k to supply the City with resources needed to create a Workforce Housing Plan that will address viable solutions to the lack of workforce housing. Application submitted 6/ 15/23. We expect several months turnaround time during the scoring process. FUNDED! Awaiting next steps!

20. DEP Resilient Florida 23-*City was recently made aware of funding available through DEP Resilient Florida program. There are two types of grants we are applying for- 1. Planning 2. Implementation.*

- Planning: The City of Apalachicola will have completed the Vulnerability Analysis Update this summer and, based on the data, is ready to begin the identification of adaptation action areas (AAA) within the City, develop recommended mitigation strategies and identify specific projects to implement mitigation measures within those target areas. Application submitted. Pending review.
- *Supplemental Vulnerability Assessment Funding- Data gaps identified during the critical asset review of Vulnerability Assessment process. DEP Resilience funds available to seek funding to resolve data gaps and get required utilities digitized and imported into the City's digital mapping system. Applying for supplemental Vulnerability Assessment Funding to resolve data gaps in water, sewer and stormwater digital mapping resources.*

21. Coastal Partner Initiative (CPI); Conservation Corp/Oyster Corps- *CPI is a FDEP grant that will provide funding to enhance and protect coastal resources in Apalachicola Bay by meeting the priorities of improving water quality and restoration and protection of vulnerable coastlines by focusing on oyster shell reclamation . The grant is for \$60 with a match of 1:1, provided by Oyster Corps.*

- At the Commission Meeting on July 11, 2023, Commissioner Grove requested this grant be written and prepared on behalf of the City by the members of the Oyster Corps. The motion passed. Plan to submit in August or September.

***All information included in this report is accurate as of August 21, 2023 at 2:00pm. After that time, information is subject to change. If you have any questions, please send them to lfalkner@cityofapalachicola.com!**

A Joint Workshop between the Apalachicola City Commission and Apalachicola Planning & Zoning Board was held on Monday, September 11, 2023, at 5:15PM at the Apalachicola Community Center, #1 Bay Avenue, Apalachicola, Florida.

City Commission Present: Mayor Brenda Ash, Commissioner Despina George, Commissioner Adriane Elliott

Planning & Zoning Board Present: Joe Taylor, Lee McLemore, Bobby Miller, Myrtis Wynn

Joint workshop opened by Mayor Ash.

Chair Joe Taylor outlined Planning & Zoning's discussions regarding deck permeability.

Planner Bree Robinson read Planning & Zoning's recommendations:

1. The P&Z members were in consensus with a 10% lot coverage allowance just for pervious decks spaced at least 1/8 inch between boards. If the deck is not spaced accordingly then it is not eligible for the extra 10% for pervious decking. If a pervious deck square footage surpasses the 10% allocation, then the difference will be included in the standard 40% lot coverage. Pervious decks would still be considered accessory structures and subject to setback requirements, P&Z approval, and standard building permits.
2. The P&Z members were in consensus with at least 1/8 inch between boards, wooden or faux wood, being sufficient to consider pervious, allowing water to pass through.
3. The P&Z members were in consensus to allow the 10% allocation for pervious decking in residential and commercial zones.

Ms. Robinson stated Commissioner Grove is in favor of ¼ inch between boards.

Chair Joe Taylor stated Planning & Zoning was trying to keep it simple. Absolute minimum is 1/8 inch at any given time. Wooden structures may have to start out at ¼ inch to account for shrinkage.

Discussion held concerning arbors and trellises and clarification on 10% lot coverage allowance.

There being further discussion, workshop adjourned.

Brenda Ash, Mayor

Lee Mathes, City Clerk

A Public Hearing and Special Meeting of the Apalachicola City Commission was held on Wednesday, September 13, 2023, at 5:01 PM at the Apalachicola Community Center, #1 Bay Avenue, Apalachicola, Florida.

Present: Mayor Brenda Ash, Commissioner Adriane Elliott, Commissioner Anita Grove, Commissioner Despina George, Commissioner Donna Duncan, City Manager Travis Wade, Finance Director Mark Gerspacher, Chief of Police Bobby Varnes, City Clerk Lee Mathes, Planner Bree Robinson, Code Enforcement Officer PJ Erwin

Meeting called to order by Mayor Ash.

AGENDA ADOPTION

Motion to adopt agenda made by Commissioner Grove, seconded by Commissioner Elliott. Motion carried 5 to 0.

PUBLIC HEARING – FY 2023-2024 BUDGET

Finance Director Mark Gerspacher read the following statement:

City of Apalachicola 2023-2024 fiscal year budget information:

General Fund: \$5,685,879

Enterprise Fund: \$3,783,093

Total Budget: \$9,423,972

Proposed Millage Rate: 8.3457

Rolled Back Rate: 7.2299

The proposed millage rate is greater than the roll back rate of 7.2299 by 15.43%

The second public hearing and special meeting for final adoption of the 2023-2024 fiscal year budget will be held on Monday, September 25, 2023, at 5:01PM in the Apalachicola Community Center, #1 Bay Avenue, Apalachicola, Florida.

Mr. Gerspacher outlined changes made to the budget since the last workshop.

Commissioner George addressed the resignation of finance director, ad valorem tax rate, completion of audits, and accounting system.

Commissioner Elliott would like to delete the \$1.50 per square foot for mural permit fee and just charge the \$100 flat mural permit application fee.

Mr. Gerspacher will make the change to the fee schedule.

No public comment.

Public hearing closed.

SPECIAL MEETING

PUBLIC COMMENT

None

ELECTED OFFICIALS' HEALTH INSURANCE DISCUSSION

Mark Gerspacher outlined the two options for reinstating elected officials' health insurance that was recommended by Attorney Hartman:

1. Discuss and hold a vote on a change in the policy from the policy enacted at the December 2020 meeting. A Commissioner can make a "Motion to reinstate elected officials as a class eligible for health insurance as of October 1, 2023."
2. Discuss the inclusion of health insurance coverage for elected officials in the proposed budget, noting the inclusion of coverage for Commissioner Elliott in the 2023 – 2024 proposed budget. Then vote on the proposed budget as you would. This should have the same effect as #1 above, it just is a little less clear change in policy. The insurance carrier might require clarity down the road if this approach is used.

Motion to reinstate elected officials as a class eligible for health insurance as of October 1, 2023, made by Commissioner Elliott, seconded by Commissioner Grove.

Discussion held.

Motion carried 4 to 1. Commissioner George opposed.

RESOLUTION 2023-07 – TENTATIVELY ADOPT FY 2023-2024 MILLAGE RATE

City Manager Wade read Resolution 2023-07 in its entirety.

Motion to tentatively adopt Resolution 2023-07 to tentatively adopt FY 2023-2024 millage rate made by Commissioner Elliott, seconded by Commissioner Duncan. Motion carried 5 to 0.

FIRST READING ORDINANCE 2023-04 – TENTATIVELY ADOPT FY 2023-2024 BUDGET

City Manager Wade read Ordinance 2023-04 by title as follows:

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF APALACHICOLA, FLORIDA ADOPTING THE 2023-2024 FISCAL YEAR BUDGET

Motion to tentatively adopt Ordinance 2023-04 to tentatively adopt FY 2023-2024 budget made by Commissioner Elliott, seconded by Commissioner Duncan. Motion carried 5 to 0.

City Manager Wade announced kick off meeting for African American Museum.

Commissioner George announced legislative meeting with Jason Shoaf at the Courthouse.

Mark Gerspacher announced his resignation as Finance Director effective September 22, 2023.

Motion to adjourn made by Commissioner Elliott, seconded by Commissioner Grove. Motion carried 5 to 0.

Brenda Ash, Mayor

Lee Mathes, City Clerk

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Attendance:

- Joe Taylor, Jim Bachrach, Bobby Miller, Chase Galloway, Lee McLemore, Justin McMillan

Workshop: 5:00PM

- Workshop to discuss an amendment to the LDC to consider wooden decks spaced properly as pervious. 1st P&Z Workshop on this topic.
 - Public comments were heard, the staff report was reviewed, and discussion was held. The main two topics discussed were concerning the width between boards to allow for decks to be considered pervious and the lot coverage component.
 - Dennis Winterringer gave public comment and questioned if no Code changes were needed as the current understanding seems to be an interpretation and a policy might be the remedy for this – Attorney Dan Hartman stated that the City should make a legal ordinance change for clarity and to avoid legal trouble as we have strictly enforced that decks are impervious in the past.
 - Justin McMillan questioned if people would be able to cover their entire lots and suggested we would need to do something to keep this from happening, whether that be a % on lot coverage, etc.
 - City Planner, Bree Robinson, discussed her report and the renderings included therein – she clarified that the goal was to give homeowners who are already maxed out on their 40% a chance to build a deck on their property if it is spaced appropriately, which is a topic of discussion. She explained that decks would still be considered a structure, so they would always be subject to setbacks so we would not see totally covered yards. She gave a couple of options for the lot coverage aspect, but asked to take it one step at a time and discuss the board spacing widths first.
 - Justin McMillan mentioned shrinking of wood planks after install in concern to width and questioned how this would work. City Planner agreed we need to discuss it, as if we just label decks as pervious with no stipulations we will see

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some projects where there is no spacing at all and the goal is for it to be pervious and allow water to pass through.

- Bobby Miller urged the board to decide on the width and if decks are to be pervious or impervious – Justin McMillan stated that with proper spacing they should be pervious. The rest of the board agreed with this. Bobby Miller made the point that we would need to discuss materials (wood v composite) after we make initial determinations. Bobby Miller suggested a 16-penny nail for wood materials, which would still shrink and increase the gap. Chase Galloway commented that the nail would be a 1/6th gap, so Bobby suggested a 1/8th inch gap. City Planner stated that 1/4th inch pops up a lot more in code and seems to be the standard so it is her suggestion, but we are discussing this to make a recommendation so that can change. Chase Galloway stated that a 1/6-1/8 inch spacer comes with composite material at time of purchase. Joe Taylor asked if we had a consensus for a minimum of 1/8th inch spacing on both wood and composite and the rest of the board agreed.
- City Planner stated she had seen 3 trends concerning the lot coverage: one was just to blanket decks as pervious (still subject to setbacks), one was to include an additional 10% on top of the standard 40% of lot coverage specifically for pervious decking (standard city lot 60x100 = 600SF), or last was to include a 50% rule for pervious decking as part of the lot coverage where only 50% of the square footage counts toward lot coverage, but this option does not leave any wiggle room for homeowners who are already at their 40% max.
- Justin McMillan expressed support for the 10% extra allocation for pervious decking on top of the standard 40% impervious lot coverage. City Planner agreed and stated that in a maximum scenario on a 60x100 standard lot if they cover 2,400SF with their impervious 40% then the extra 10% would equal out to 3,000SF coverage max with the pervious decking with setbacks still in mind.

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- o The board was in agreeance to end the workshop with a 1/8th inch spacing in mind and a 10% cap for pervious decking.

Regular Meeting: 6:00 PM

1. Approval of June 12th, 2023 meeting minutes.
 - Motion to approve contingent upon items 12 & 13 of the June minutes being changed to say “tabled to August P&Z meeting” by Jim Bachrach; 2nd by Justin McMillan. All in favor – motion carried.
2. Review, Discussion and Decision for Accessory Structure. (R-2) @ 172 Sawyer Lane. Block 119, Lots 9 & 10. For Donna Knutson -Owner; Contractor: N/A
 - Motion to approve by Justin McMillan; 2nd by Lee McLemore. All in favor – motion carried.
3. Review, Discussion and Decision for Accessory Structure & Fence. (R-3) @ 175 24th Avenue, Block 243, Lots 22-24. For Jeff Fisher -Owner; Contractor: Self
 - City Planner stated the pool was removed from the application.
 - Motion to approve by Jim Bachrach; 2nd by Chase Galloway. All in favor – motion carried.
4. Review, Discussion and Decision for Accessory Structure. (C-2) (Historic District) @ 160 8th Street, Block 67, Lots 2-5. For Gary Ziegler -Owner; Contractor: TBD
 - Motion to approve both options by Lee McLemore; 2nd by Bobby Miller. All in favor – motion carried.

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5. Review, Discussion and Decision for Fence. **(C-1) (Historic District) @ 268 Water Street**, Block G-1 Lots 6&15. For Moore Florida Properties; Contractor: St Joe Fencing
 - **Motion to approve by Chase Galloway; 2nd by Jim Bachrach. All in favor – motion carried.**
6. Review, Discussion and Decision for Accessory Structure. **(R-1) @ 36 Myrtle Avenue**, Block 8, Lots 7-10. For Jerry Hood -Owner; Contractor: Monument Fabrication
 - **Motion to approve by Jim Bachrach; 2nd by Justin McMillan. All in favor – motion carried.**
7. Review, Discussion and Decision for Addition. **(R-1) @ 264 US HWY 98**, Block 1 Lot 3. For Carolyn & Thomas Jackson– Owner; Contractor: TBD
 - **Motion to approve by Chase Galloway; 2nd by Jim Bachrach. All in favor – motion carried.**
8. Review, Discussion and Decision for Demolition & New Mobile Home. **(R-3) @ 296 24th Avenue**, Block 229 Lots 11-12. For Cliff Butler– Owner; Contractor: Ironwood Homes of Perry
 - **Motion to approve by Bobby Miller; 2nd by Jim Bachrach. All in favor – motion carried.**
9. Review, Discussion and Decision for Accessory Structure **(R-1) (Historic District) @ 155 6th Street**, Block 63 Lot 7. Robert & Ann Key – Owner; Contractor: Tool Time
 - **Motion to approve by Bobby Miller; 2nd by Justin McMillan. All in favor – motion carried.**
10. Review, Discussion and Decision for Certificate of Appropriateness for additional 36" over 35' height. **(C-1) (Historic District) @ 51 Market Street**, Block 1 Lots 1-8. For White Sands Investment Partners – Owner; Contractor: Coastal ICF Construction/Doug Anderson

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- Applicant representative Cutler Edwards presented request for a Certificate of Appropriateness for the widow's walk, elevator bulkhead, and roofing elements as shown in the agenda packet to extend 36" over the 35' limit as allowable by the COA LDC. Applicant clarified that the widow's walk is not accessible.
- City Planner stated that the COA LDC does allow for this exception, so we are just deciding if the Certificate of Appropriateness is approved or not at this time.
- Motion to approve by Jim Bachrach; 2nd by Justin McMillan. Discussion held –
 - Bonnie Davis, on behalf of HAPPI, gave public comment and pointed out that the LDC does allow for this exception but this step must take place prior to development. She pointed out that several of the items being asked for already exceed the height limit and the request is coming in after development began. She stated that this is a very large project and all aspects of the code need to be taken into account. She stated she did not think the board should approve these things that require prior approval when it wasn't sought from the beginning.
 - Pete Whitesell gave public comment and cited the COA LDC. He asked that the board deny the request as the developer failed to receive approval prior to development.
 - Bobby Miller asked the applicant and clarified that the widow's walk had not been installed yet. He asked if there were any penalties or consequences for the applicant asking for forgiveness and not permission?
 - City Attorney Dan Hartman stated that the developer did not think they needed the excess over 35', but they ended up needing it for

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several elements. He said this did occur after development had started, but it does not seem to be intentional. He then states that is very similar to the after the fact permit situation that comes up quite often in P&Z – if is permittable it is then permitted and the permit application fee is doubled. This situation calls for a Certificate of Appropriateness, which does not have a fee hence there is nothing to double. The major inquiry here should be are they entitled to this Certificate of Appropriateness? Certain aspects such as the elevator bulkhead are necessities, but some are decorative like the widow's walk. Both are allowable by code to exceed 35' to 38'.

- City Planner stated that if P&Z were to approve this Certificate of Occupancy then the applicant will be held to 36" over 35' and if they were to surpass this then it would be a code violation and must be removed.
- Bonnie Davis stated the COA LDC reads that there is a \$500 a day penalty for violations.
- Despina George came forward for public comment and stated that several elements for this approval have been on prior plans and it was known from the beginning that those elements would go over 35', but that the window's walk is a new design that has not appeared on designs before.
- Joe Taylor calls for a vote – Lee McLemore, Chase Galloway, Jim Bachrach, Justin McMillan, Joe Taylor in favor; Bobby Miller opposed. Motion carried and certificate of appropriateness approved.

11. Discussion and Decision to vote in a new Planning & Zoning Board Chair and Vice-Chair for a 1-year term.

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- **Chair – Jim Bachrach nominated Joe Taylor. Vote called; all in favor – Joe Taylor appointed as the Chair of the Planning & Zoning Board.**
- **Vice-Chair – Lee McLemore nominated Chase Galloway. Vote called; all in favor – Chase Galloway appointed as the Vice-Chair of the Planning & Zoning Board.**

Other/New Business:

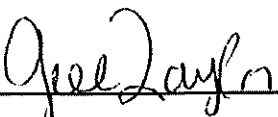
- **There is a P&Z alternate vacancy. Applications must be picked up in City Hall and submitted to the City Clerk.**
- **City Manager comments that the Ethics & Sunshine Law training is August 15th at 3PM.**
- **Jim Bachrach thanked Al Ingle for his work during his time as Chair of P&Z.**

Outstanding/Unresolved Issues:

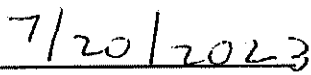
N/A

Motion to adjourn by Jim Bachrach; 2nd by Chase Galloway. Meeting adjourned.

Minutes signed by:



Chair – Joe Taylor



Date

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NOTE: The equipment recording the audio of these meetings malfunctioned – the recordings are inaudible. City of Apalachicola apologizes for the inconvenience.

Attendance:

- Joe Taylor, Chase Galloway, Bobby Miller, Lee McLemore, Elizabeth Milliken, Jim Bachrach in attendance for the workshop and regular meeting – Myrtis Wynn joined the board for the regular meeting.

Workshop: 5:00PM

- Workshop to discuss an amendment to the LDC to consider wooden decks spaced properly as pervious. 2nd P&Z Workshop on this topic.
- Group consensus from the first workshop was a 10% lot coverage allowance just for pervious decks spaced at least 1/8 inch between boards. If the deck is not spaced accordingly then it is not eligible for the extra 10% for pervious decking. If a pervious deck square footage surpasses the 10% allocation, then the difference will be included in the standard 40% lot coverage. Pervious decks would still be considered accessory structures and subject to setback requirements, P&Z approval, and standard building permits.
- Topics for 2nd workshop:
 - Stick to 10%?
 - Stick to 1/8 spacing?
 - Will 10% apply for commercial areas also, or just residential (Ex: C-1 is allowed 80% standard lot coverage.)
- **2nd Workshop Minutes:**
- City Planner, Bree Robinson, started the conversation by going over the determinations from the first workshop as stated in the agenda packet. She asked the board to begin with discussing the 10% allocation first.

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- A citizen, Richard Dagenhart, during public comment questioned if this possible change in the code would be simple for an average citizen to interpret and prompted discussion – the P&Z Board along with the City Planner assured that this would be a simple interpretation of the Code to move forward with.
- Board member, Lee McLemore, brought up other materials that might be pervious, such as pervious pavers, and asked if they should be included in this 10% allocation – City Planner agreed to discuss this after the 3 main discussion topics had been addressed.
- The P&Z members were in consensus with a 10% lot coverage allowance just for pervious decks spaced at least 1/8 inch between boards. If the deck is not spaced accordingly then it is not eligible for the extra 10% for pervious decking. If a pervious deck square footage surpasses the 10% allocation, then the difference will be included in the standard 40% lot coverage. Pervious decks would still be considered accessory structures and subject to setback requirements, P&Z approval, and standard building permits.
- The P&Z members were in consensus with at least 1/8 inch between boards, wooden or faux wood, being sufficient to consider pervious, allowing water to pass through.
- The P&Z members discussed if the same 10% allocation should be applicable for commercial zones as well – the City Planner was asked if there were any unintended consequences to allowing this in the commercial zones and she stated she was not aware of any. The board asked the City Planner if someone could then place a pervious deck on a vacant lot if they own another lot downtown – City Planner explained that noncontiguous lots would still have to meet LDC which requires a principal structure before any accessory structures are built. If a business has the extra land after their principal structure to add their 10% pervious accessory decking, then they would be allowed to do so.
- The P&Z members were in consensus to allow the 10% allocation for pervious decking in residential and commercial zones.

CITY OF APALACHICOLA
PLANNING & ZONING BOARD
WORKSHOP & REGULAR MEETING
Monday, August 14th, 2023
Community Center - 1 Bay Avenue
Minutes

- The topic of pavers or other pervious materials picked back up and the P&Z board discussed keeping it simple and only discussing decks at this time – City Attorney, Dan Hartman, stated that pervious pavers with appropriate documentation have been pervious and not contributing to lot coverage by the City in the past. Anita Grove also offered public comment on this and agreed that pervious pavers should not be part of this conversation.
- The P&Z Board agreed that they had reached a consensus for recommendation to the City Commission. City Planner stated that if the P&Z Board's discussion was over, that they could adjourn the meeting and the next step would be for a joint workshop with the City Commission to be scheduled. For the joint meeting, the City Attorney and City Planner would draft any changes needed in the COA LDC to make the recommendations possible and at the joint workshop these would be discussed with the City Commission and P&Z Board.
- Meeting adjourned!

JOINT WORKSHOP SCHEDULED FOR MONDAY, SEPTEMBER 11th 5:15PM!

Regular Meeting: 6:00 PM

1. Approval of July 10th, 2023 meeting minutes.
 - Despina George came forward for public comment and asked for a correction to be made and incorporated into the July meeting minutes –
 - “Despina George came forward for public comment and stated that the elements for this approval were not included in the plans presented to P&Z for site plan approval, and it should have been known from the beginning that those elements would exceed 35’, as because the roofline is at 35’, and that the window’s walk is a new design that has not appeared on any previous designs.”

CITY OF APALACHICOLA
PLANNING & ZONING BOARD
WORKSHOP & REGULAR MEETING
Monday, August 14th, 2023
Community Center - 1 Bay Avenue
Minutes

- **Motion to approve with correction noted by Jim Bachrach; 2nd by Lee McLemore. All in favor – motion carried.**
2. Review, Discussion and Decision for Fence. **(R-1) @ 214 Avenue C.** For Jim Bachrach - Owner; Contractor: N/A
- **Jim Bachrach, applicant, removed himself from the board for this item – please see attached Form 8B.**
 - **Motion to approve by Chase Galloway; 2nd by Bobby Miller. All in favor – motion carried.**
3. Review, Discussion and Decision for Sign. **(C-1) (Historic District) @ 76 Market Street, Block 2 Lot 1.** For Louie Lamb (Lou's) - Business Owner; Contractor: N/A
- **Motion to approve by Jim Bachrach; 2nd by Bobby Miller. All in favor – motion carried.**
4. Review, Discussion and Decision for Sign. **(C-1) (Historic District) @ 76 Market Street, Block 2, Lot 1.** For Amy Lamb -Business Owner (Bellou) ; Contractor: N/A
- **City Planner clarified that the only sign eligible for P&Z approval is the one with dimensions noted in the agenda packet.**
 - **Motion to approve by Jim Bachrach; 2nd by Chase Galloway. All in favor – motion carried.**
5. Review, Discussion and Decision for Sign. **(C-1) (Historic District) @ 21 Leslie Street, Block C-1 Lots 14-16.** For Leslie Koon – Business Owner (Side Street Art); Contractor: TBD
- **Motion to approve by Jim Bachrach; 2nd by Lee McLemore. All in favor – motion carried.**
6. Review, Discussion and Decision for Accessory Structure. **(R-2) @ 164 13th, Block 139, Lot 2.** For Jeannie Walker -Owner; Contractor: TBD

CITY OF APALACHICOLA
PLANNING & ZONING BOARD
WORKSHOP & REGULAR MEETING
Monday, August 14th, 2023
Community Center - 1 Bay Avenue
Minutes

- **Motion to approve by Bobby Miller; 2nd by Lee McLemore. All in favor – motion carried.**
7. Review, Discussion and Decision for Fence. **(R-1) (Historic District) @ 77 Avenue B**, Block 26 Lots 6 & ½ 7. For Cliff & Lisa Bristol – Owner; Contractor: TBD
- **City Planner asked for the applicant to sign the application certification page and to affirm the fence would be in property lines – applicant confirmed and signed certification is attached.**
 - **Motion to approve by Bobby Miller; 2nd by Chase Galloway. All in favor – motion carried.**
8. Review, Discussion and Decision for Accessory Structures. **(R-2) @ 242 15th Street**, Block 133 Lots 1 & ½ 2. For Jeff Keith – Owner; Contractor: TBD
- **Motion to approve by Jim Bachrach; 2nd by Chase Galloway. All in favor – motion carried.**
9. Review, Discussion and Decision for Demo & New Accessory Structure **(R-1) (Historic District) @ 87 Avenue D**, Block 23 Lots 9&10. Charles Hart – Owner; Contractor: Erin Rodriguez Construction LLC
- **Motion to approve by Jim Bachrach; 2nd by Chase Galloway. All in favor – motion carried.**
10. Review, Discussion and Decision for Accessory Structure. **(R-2) @ 317 Earl King Street**, Block 207 Lots 14-16. For Elinor Mount-Simmons – Owner; Contractor: Tool Time
- **Motion to approve by Chase Galloway; 2nd by Lee McLemore. All in favor – motion carried.**
11. Review, Discussion and Decision for Accessory Structure. **(R-2) @ 270 Prado**, Block 265. For D.R. Horton – Owner; Contractor: Veteran Construction Solutions

CITY OF APALACHICOLA
PLANNING & ZONING BOARD
WORKSHOP & REGULAR MEETING
Monday, August 14th, 2023
Community Center - 1 Bay Avenue
Minutes

- **Motion to approve by Jim Bachrach; 2nd by Chase Galloway. All in favor – motion carried.**

12. Review, Discussion and Decision for Demo. **(R-1) (Historic District) @ 116 5th Street**, Block 18 Lot 4. For Sue Lawren Wilson – Owner; Contractor: Jeremy Willoughby

- **Motion to approve by Chase Galloway; 2nd by Bobby Miller. All in favor – motion carried.**

13. Review, Discussion and Decision for New Construction/Certificate of Appropriateness. **(C-1) (Historic District) @ 121 Market Street**, Block F-2 Lots 14 & ½ 15. For Jason O'Steen – Owner; Contractor: TBD

- **City Planner stated that the following could be contingencies of approval and were all things that the board needed to review:**
 - **Architectural Review and Certificate of Appropriateness approved, if any aspect of the design changes it is subject to return to P&Z for Architectural Review.**
 - **DEP Permitted Engineered Stormwater Plan submitted to Building Official prior to permitting.**
 - **Certified Flood Administrator must review for all City and FEMA elevation and floodproofing requirements and approve prior to permitting - if elevation changes it is subject to return to P&Z for Architectural Review.**
 - **Additional 2 parking spots needed must be resolved prior to permitting either by mitigation directly with the City Commission or through P&Z by returning and showing to provide 2 spots within 500'.**
 - **Encroachment agreement for balconies must be presented to and approved by the City Commission prior to any permitting - if not approved or design changes it is subject to return to P&Z for architectural review.**
 - **Site plan surpasses 80% - applicant must agree to remove rear additions to meet 80% LDC and must also meet fire code requirements.**

CITY OF APALACHICOLA
PLANNING & ZONING BOARD
WORKSHOP & REGULAR MEETING
Monday, August 14th, 2023
Community Center - 1 Bay Avenue
Minutes

- **Trash - Applicant must provide on-site space for trash storage until pick up.**
- **Applicant, Jason O'Steen, stated that the rear additions are removed from the application in order to meet the 80% LDC lot coverage requirement.**
- **Applicant stated that there would be on-site space for trash storage in the rear of the building, not on the sidewalk.**
- **Bobby Miller asked if the floodproofing shown in the submittal would be sufficient for this area of downtown and the applicant explained that it follows FEMA recommendations – the City Planner assured the board that it would all have to be reviewed and approved by a certified Floodplain Administrator before permitting.**
- **Jim Bachrach made a motion to approve if all contingencies noted by the City Planner were passed; 2nd by Bobby Miller. All in favor – motion carried.**
 - **Final contingencies of P&Z Approval:**
 - **Architectural Review and Certificate of Appropriateness approved, if any aspect of the design changes it is subject to return to P&Z for Architectural Review.**
 - **DEP Permitted Engineered Stormwater Plan submitted to Building Official prior to permitting.**
 - **Certified Flood Administrator must review for all City and FEMA elevation and floodproofing requirements and approve prior to permitting - if elevation changes it is subject to return to P&Z for Architectural Review.**
 - **Additional 2 parking spots needed must be resolved prior to permitting either by mitigation directly with the City Commission or through P&Z by returning and showing to provide 2 spots within 500'.**

CITY OF APALACHICOLA
PLANNING & ZONING BOARD
WORKSHOP & REGULAR MEETING
Monday, August 14th, 2023
Community Center - 1 Bay Avenue
Minutes

- **Encroachment agreement for balconies must be presented to and approved by the City Commission prior to any permitting - If not approved or design changes it is subject to return to P&Z for architectural review.**
- **Original site plan surpassed 80% - applicant agreed to remove rear additions to meet 80% LDC and must also meet fire code requirements.**
- **Trash – Applicant agreed to provide on-site space for trash storage until pick up.**

Other/New Business:

- **P&Z Alternate to be appointed at the 8/8/23 City Commission meeting.**
 - **Myrtis Wynn appointed as alternate P&Z member by City Commission.**

Outstanding/Unresolved Issues:

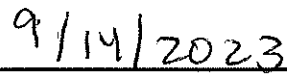
- **Ethics & Sunshine Law Training on 8/15/23 from 3PM-7PM.**
 - **Despina George offered public comment and reminded everyone that there would be a workshop August 23rd at 5PM in the Community Center to discuss policies and procedures within the building department – she welcomed everyone to attend!**

Motion to adjourn the meeting by Jim Bachrach; 2nd by Chase Galloway. All in favor – meeting adjourned.

Meeting minutes approved by:



Chair, Joe Taylor



Date

CITY OF APALACHICOLA
ADMINISTRATION DEPARTMENT
September 2023

- Utility bills have been processed and mailed in envelopes.
- Payroll was processed for two pay periods.
- Prepared September Commission minutes. Prepared October agenda packet. Emailed agenda packets to Commission and Attorney.
- Notified 2K Web Group to add meetings on website. Sent agenda packets and September minutes to be uploaded to website.
- Staff assisted customers with cemetery items, utility bill questions and payments, garbage/yard trash complaints, permitting issues, City property rentals, and other miscellaneous duties.
- Completed tasks as assigned by the City Manager/Commission.
- Issued and processed golf cart permits.
- Issued and processed Business Licenses. Mailed Business License renewal notices.
- Issued and processed Battery Park boat launch applications and permits.
- Mailed monthly general billing.
- Per utility adjustment policy, utility adjustments are attached.
- Completed Human Resource duties.
- Completed two public records request.
- Attended required DEO meetings to meet CDBG Disaster Recovery Compliance.
- Assisted Staff with various issues and projects.

City of Apalachicola

Edit List

Detail

From : / / Through: 09/06/2023

Sorted by: Location No

For: 46055

| Account Num. | Location No | Customer Name | Trans. Date | Trans. Type | Reason | Trans. Amount |
|--------------|-------------|----------------|-------------|-------------|------------|---------------|
| 46055 | 43970 | DIAMOND, RITZY | 09/06/2023 | Adjustment | BIE | |
| | | | | | WATER | -18.88 |
| | | | | | SEWER | -29.75 |
| | | | | | GARBAGE | -46.00 |
| | | | | | SUF | -29.00 |
| | | | | | STORMWATER | -1.00 |
| | | | | | | -124.63 |

Grand Totals

Adjustment

| | | |
|------------|-----|---------|
| WATER | BIE | -18.88 |
| SEWER | BIE | -29.75 |
| GARBAGE | BIE | -46.00 |
| SUF | BIE | -29.00 |
| STORMWATER | BIE | -1.00 |
| | | -124.63 |

Grand Total -124.63

City of Apalachicola

Edit List

Detail

From : 09/12/2023 Through: 09/12/2023

Sorted by: Location No

For: 11070

| Account Num. | Location No | Customer Name | Trans. Date | Trans. Type | Reason | Trans. Amount |
|--------------|-------------|---------------|-------------|-------------|---------|---------------|
| 11070 | 00286 | SILVA, IDA | 09/12/2023 | Adjustment | | |
| | | | | | WATER | -9.86 |
| | | | | | SEWER | -13.80 |
| | | | | | GARBAGE | -23.00 |
| | | | | | | -46.66 |

Grand Totals

Adjustment

| | |
|-------------|--------|
| WATER | -9.86 |
| SEWER | -13.80 |
| GARBAGE 001 | -23.00 |
| | -46.66 |

Grand Total -46.66

City of Apalachicola

Edit List

Detail

From : 09/12/2023 Through: 09/12/2023

Sorted by: Location No

For: 35786

| Account Num. | Location No | Customer Name | Trans. Date | Trans. Type | Reason | Trans. Amount |
|---------------------|-------------|---------------|-------------|--------------------|--------------|------------------|
| 35786 | 33410 | BURCH, STACY | 09/12/2023 | Adjustment | BIE WATER | -11.83 -11.83 |
| Grand Totals | | | | Adjustment | WATER BIE | -11.83 -11.83 |
| | | | | Grand Total | | -11.83 |

City of Apalachicola

Edit List

Detail

From : 09/12/2023 Through: 09/12/2023

Sorted by: Location No

For: 46583

| Account Num. | Location No | Customer Name | Trans. Date | Trans. Type | Reason | Trans. Amount |
|--------------|-------------|---------------|-------------|-------------|-------------|---------------|
| 46583 | 40326 | HALLMAN, JOHN | 09/12/2023 | Adjustment | BIE | |
| | | | | | WATER | -12.64 |
| | | | | | SEWER | -12.64 |
| | | | | | | -25.28 |
| 46583 | 40326 | HALLMAN, JOHN | 09/12/2023 | Adjustment | WATER | -83.59 |
| | | | | | | -83.59 |
| Grand Totals | | | | Adjustment | | |
| | | | | | WATER | -83.59 |
| | | | | | WATER BIE | -12.64 |
| | | | | | SEWER BIE | -12.64 |
| | | | | | | -108.87 |
| | | | | | Grand Total | -108.87 |

City of Apalachicola

Edit List

Detail

From : 09/12/2023 Through: 09/12/2023

Sorted by: Location No

For: 35961

| Account Num. | Location No | Customer Name | Trans. Date | Trans. Type | Reason | Trans. Amount |
|--------------|-------------|---------------|-------------|-------------|----------------------|------------------|
| 35961 | 50560 | MENNINGER, | 09/12/2023 | Adjustment | PER WATER Penalty | -29.16 -29.16 |
| 35961 | 50560 | MENNINGER, | 09/12/2023 | Adjustment | BIE WATER | -41.61 -41.61 |
| Grand Totals | | | | | | |
| | | | | Adjustment | | |
| | | | | | WATER BIE | -41.61 |
| | | | | | WATER Penalty PER | -29.16 |
| | | | | | | -70.77 |
| | | | | Grand Total | | -70.77 |

Paid on 8/1
 & payment was not
 entered into system, but
 as transact. was processed
 through a terminal

City of Apalachicola

Edit List

Detail

From : / / Through: 09/21/2023

Sorted by: Location No

For: 45685

| Account Num. | Location No | Customer Name | Trans. Date | Trans. Type | Reason | Trans. Amount |
|---------------------|-------------|---------------|-------------|-------------|--------------------|--------------------|
| 45685 | 31345 | PASSANANTE, | 09/21/2023 | Adjustment | WLK SEWER | -516.70 -516.70 |
| Grand Totals | | | | Adjustment | SEWER WLK | -516.70 -516.70 |
| | | | | | Grand Total | -516.70 |

Monthly Report for the Apalachicola Margaret Key Public Library September 2023

Statistics:

- 1,912 patrons visited our library this month - 27 new accounts opened
- 243 patrons used our computers – 140 hours donated by our wonderful volunteers
- 521 books/movies/audiobooks circulated - 440 items donated to the library
- \$531.40 collected as library revenue – 17,696 people reached on FB & Instagram

The official first day of Fall is in September and it's evident all over the library! Staff and volunteers Mary Whitesell, Rich Lenhart, Sondra Taylor-Furbee, and Celia Winterringer helped with the festive look, stringing laminated leaves from the library's woodwork, while kids colored leaves and pumpkins that decorate the library's back doors.

Autumn crafts were held throughout the month with Connie Justice showing kids how to weave with yarn. Book Clubs for all ages also launched this month, with a Youth Book Club, a Young Adult Book Club, and the very popular Adult Book Club all now having monthly meetings. In a continued new initiative, kids and all K-12 students are invited to visit the library on Tuesday and Thursday afternoons to take advantage of free tutoring! Volunteers can help students with homework in any subject. As progress reports came out this month, the library has seen growth in this new offering, and we welcome students to continue using this service.

Coordinating efforts is fundamental to building a strong community. The library has also practiced this in September through supply drives with the Franklin County Sheriff's Office on Hurricane Idalia relief and collecting nutritional shakes for the patients of Big Bend Hospice. Another successful partnership is with Bring Me A Book Franklin (BMABF) which continues to host Books for Babies on Tuesday mornings. BMABF is partially funding the Youth and Young Adults books for the new book clubs and will host Head Start kids in the library this month to enjoy crafts and stories. In addition, the library's partnership with Project Impact continues to thrive, with the library holding its second STEAM session of this school year with the organization. A new program held in September also brought the Franklin County Division of Emergency Management into the library, as the division seeks to restart its Community Emergency Response Team and get the word out about storm preparedness. Apalachicola is great because of cooperative efforts, and the library is grateful for all the active coordinating work!

The Friends of the Library, the Patrons of the Apalachicola Library Society (PALS) further extends the library's mission into the community and had a busy month hosting their first Classic Movie Night of the season and holding the semi-annual Book Sale to benefit the library.

As we enjoy the cooler weather, we are happy regular library groups like the Chess, Pokémon, and Lego Clubs continue to see participation and bring new visitors to the library. Yoga returned this month with a free class on Monday evenings at 6:15, taught by Kathy Jansen of Spirit of the River Yoga Studio and Store. Whether it's a group or activity, help with technology and the paperwork of life, or the search for a book, puzzle, DVD, or board game, we love to see a busy library. Your community is here.

Happy October!

Isel Sánchez-Whiteley, & Sara Gillespie-Albino, Library Assistants,
Lucy Carter, Library Director

APALACHICOLA POLICE DEPARTMENT

September 2023

This month, the police department completed a CPR class to recertify. We assisted in locating an elderly gentleman with dementia that had become disoriented and lost and returned him safely to his family. We also participated in the Franklin County School Homecoming parade.

September 2023 Totals

| | |
|---|----------|
| Traffic Stops/ Warnings/ citations | 34/6/2 |
| Arrests/ Warrant Requests | 5 |
| Traffic Accidents | 3 |
| Burglary/Theft calls | 2 |
| Assist Citizens/ Complaints/investigations | 386 |
| Trespass Warnings/agreements | 8 |
| Business alarm calls/building checks/welfare checks | 550 |
| assist county call/other agencies | 20 |
| Assist Animal control | 1 |
| Domestic cases involving violence/disturbance calls | 2 |
| Total calls from dispatch | 1100 |

City of Apalachicola public works monthly report

September 2023

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.

- Serviced 2 vehicles
- Serviced all work squad equipment.
- Serviced and replaced brakes on city vehicle.
- Repaired lock at city bathrooms on commerce st.
- Cut trees back on 24 ave.
- Put laminate flooring in at old library.
- Repaired toilet at city bathrooms.
- Removed and hauled trash out of several alleys.
- Assisted sewer department cutting spray fields.
- Run cans downtown and city parks 3 times a week.
- cut our routine main roads and parks.
- completed 7 work orders.
- cut back on bay ave. around stop sign for safety reasons.
- Removed bushes on 11t st. ave d that was blocking intersection.
- cut 17th st. and bay ave. storm water ditches.

Signed by Robert Osburn



CITY OF APALACHICOLA

CODE ENFORCEMENT

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

BUILDING DEPT & CODE ENFORCEMENT OFFICE

JULY/AUGUST 2023

93 Building permits issued or in process

12 Tree Permits

6 Fence Permits

6 Fill Permits

Daily Phone Inquiries & Emails Answered

Coordinate with City Planner & City Manager, Dennis Winterringer (Tree Committee) Donna Ingle (Parks & Rec) to develop plan with adjacent homeowners to Lafayette Park for Lafayette Park renovation.

Regular Office Meetings with Bree Robinson and Garry Millender (Building Department)

Coordinate with Waste One and City Manager to develop Develo and implement plan for addressing issues of yard waste dumping and pick up.

Patrolled City daily

Attend monthly P&Z meeting

Continued work on amended sign ordinance and work with downtown businesses.

27 Code Enforcement Complaints (illegal dumping of yard and household waste, unpermitted building, flooding issues, etc.)

Coordination with City Planner regarding longstanding code enforcement issue and developing plan for resolution.

Issued Permits

Permit Issued Date: 08/01/2023 - 08/31/2023

| Permit Issued Date | Property Address | Permit Number | Contractor | Category | Valuation | Subdivision |
|--------------------|--------------------------------|---------------|------------------------|------------------------|-------------------|-------------|
| Permit Type | | | AC/Furnace | | | |
| Permit Status | | | Completed | | | |
| 08/16/2023 | 94 5th Street, Apalachicola | 23AP-AF0067 | | One Stop | | |
| 08/18/2023 | 92 22nd, Apalachicola | 23AP-AF0068 | | One Stop | 4875 | |
| Count: 2 | | | | | Total: 4875 | |
| Permit Status | | | In Progress | | | |
| 08/31/2023 | 170 Water Street, Apalachicola | 23AP-AF0069 | | One Stop | \$8,000.00 | |
| 08/16/2023 | 238 Water Street, Apalachicola | 23AP-AF0066 | | One Stop | | |
| Count: 2 | | | | | Total: | |
| Count: 4 | | | | | Total: \$8,000.00 | |
| Permit Type | | | Air Conditioner | | | |
| Permit Status | | | In Progress | | | |
| 08/10/2023 | 186 8th Street, Apalachicola | 23AP-AC0004 | | One Stop | | |
| Count: 1 | | | | | Total: | |
| Count: 1 | | | | | Total: | |
| Permit Type | | | Commercial Remodel C/O | | | |
| Permit Status | | | In Progress | | | |
| 08/09/2023 | 301 Market St, Apalachicola | 23AP-CB0006 | | Commercial Alteration | \$5,000.00 | |
| Count: 1 | | | | | Total: | |
| Count: 1 | | | | | Total: \$5,000.00 | |
| Permit Type | | | Deck | | | |
| Permit Status | | | In Progress | | | |
| 08/15/2023 | 264 Hwy 98, Apalachicola | 23AP-RB0029 | | Residential Alteration | \$5,000.00 | |
| Count: 1 | | | | | Total: \$5,000.00 | |

Issued Permits

Permit Issued Date: 08/01/2023 - 08/31/2023

| Count: 1 | | | | Total: \$5,000.00 | | | |
|---------------|---------------------------------|------------------|--|-------------------|---------|--|--|
| Permit Type | | Electric Permit | | | | | |
| Permit Status | | Completed | | | | | |
| 08/16/2023 | 259 Fred Meyer St, Apalachicola | 23AP-E0066 | | One Stop | | | |
| Count: 1 | | Total: | | | | | |
| Permit Status | | In Progress | | | | | |
| 08/14/2023 | 9 24th, Apalachicola | 23AP-E0065 | | One Stop | 274,900 | | |
| 08/18/2023 | 293 23rd, Apalachicola | 23AP-E0067 | | One Stop | 274,900 | | |
| 08/14/2023 | 274 - C1 Prado, Apalachicola | 23AP-E0057 | | One Stop | 274,900 | | |
| 08/14/2023 | 274 - C2 Prado, Apalachicola | 23AP-E0058 | | One Stop | 274,900 | | |
| 08/14/2023 | 274 - C3 Prado, Apalachicola | 23AP-E0059 | | One Stop | 274,900 | | |
| 08/14/2023 | 274 - C4 Prado, Apalachicola | 23AP-E0060 | | One Stop | 244,900 | | |
| 08/14/2023 | 272- B1 Prado, Apalachicola | 23AP-E0061 | | One Stop | 244,900 | | |
| 08/14/2023 | 272- B2 Prado, Apalachicola | 23AP-E0062 | | One Stop | 244,900 | | |
| 08/14/2023 | 272- B3 Prado, Apalachicola | 23AP-E0063 | | One Stop | 244,900 | | |
| 08/14/2023 | 272- B4 Prado, Apalachicola | 23AP-E0064 | | One Stop | 244,900 | | |
| Count: 10 | | Total: 2,599,000 | | | | | |
| Count: 11 | | Total: | | | | | |
| Permit Type | | Full Dir | | | | | |
| Permit Status | | Completed | | | | | |
| 08/07/2023 | 133 Ave C, Apalachicola | 23AP-FD0002 | | One Stop | | | |
| Count: 1 | | Total: | | | | | |
| Permit Status | | In Progress | | | | | |

Issued Permits

Permit Issued Date: 08/01/2023 - 08/31/2023

| | | | | | | |
|------------|--|-------------|--|----------|--|--------|
| 08/25/2023 | 3606 Macclay Blvd Ste 204, Tallahassee | 23AP-FD0014 | | One Stop | | |
| Count: 1 | | | | | | Total: |

| | | | | | | |
|---------------|----------------------------------|-------------|-------------|-----------------|---------|--|
| Count: 2 | | | | | Total: | |
| Permit Type | | | Mobile Home | | | |
| Permit Status | | | In Progress | | | |
| 08/16/2023 | 296 24th Avenue, Apalachicola | 23AP-RB0039 | | Residential New | 103,000 | |

| | | | | | | | |
|---------------|---------------------------------|------------|-----------------|----------|-----------|--|--|
| Count: 1 | | | | Total: | | | |
| Permit Type | | | Plumbing Permit | | | | |
| Permit Status | | | Completed | | | | |
| 08/21/2023 | 348-A 12th St, Apalachicola | 23AP-P0054 | | One Stop | 18,800.00 | | |
| 08/21/2023 | 348-B- 12th St, Apalachicola | 23AP-P0055 | | One Stop | 18,800.00 | | |

| Permit Status | | | In Progress | | |
|---------------|-------------------------------|------------|-------------|------------|--|
| 08/14/2023 | 170 19th Ave, Apalachicola | 23AP-P0053 | One Stop | 507,000.00 | |

| | | | | | | | |
|---------------|--|-------------|------------------|---------------------------|--|--|--|
| Count: 3 | | | | Total: | | | |
| Permit Type | | | Pole Barn / Shed | | | | |
| Permit Status | | | Completed | | | | |
| 08/21/2023 | 242 15th Street, Apalachicola | 23AP-RB0046 | | Residential Alteration | | | |
| 08/25/2023 | 317 Earl King Street, Apalachicola | 23AP-RB0047 | | Residential Alteration | | | |

| Permit Status | | | In Progress | | |
|---------------|------------------------------|-------------|---------------------------|------|--|
| 08/16/2023 | 135 10th St, Apalachicola | 23AP-RB0045 | Residential Alteration | 3500 | |

Issued Permits

Permit Issued Date: 08/01/2023 - 08/31/2023

| | | | | | | |
|---------------|---|----------------------|--|---------------------------|---------|----------------|
| 08/02/2023 | 155 6th St, Apalachicola | 23AP-RB0041 | | Residential Alteration | | |
| Count: 2 | | | | | | Total: 3500 |
| Count: 4 | | | | | | Total: |
| Permit Type | | Residential Addition | | | | |
| Permit Status | | In Progress | | | | |
| 08/04/2023 | 126 8th St, Apalachicola | 23AP-RB0025 | | Residential Alteration | | |
| Count: 1 | | | | | | Total: |
| Count: 1 | | | | | | Total: |
| Permit Type | | Residential Minor | | | | |
| Permit Status | | Completed | | | | |
| 08/04/2023 | 108 22nd Ave, Apalachicola | 23AP-RM0001 | | Zoning | | |
| Count: 1 | | | | | | Total: |
| Count: 1 | | | | | | Total: |
| Permit Type | | Residential Remodel | | | | |
| Permit Status | | In Progress | | | | |
| 08/11/2023 | 128 Market Street, Apalachicola | 23AP-RB0043 | | Residential Alteration | 120,000 | |
| Count: 1 | | | | | | Total: 120,000 |
| Count: 1 | | | | | | Total: |
| Permit Type | | Residential Re-Roof | | | | |
| Permit Status | | Completed | | | | |
| 08/25/2023 | 233 Prado, Apalachicola | 23AP-RR0043 | | One Stop | 12,000 | |
| 08/21/2023 | 27 15th St, Apalachicola | 23AP-RR0039 | | One Stop | 28,900 | |
| 08/07/2023 | 255 Cornelius Rizer, Apalachicola | 23AP-RR0037 | | One Stop | | |
| 08/07/2023 | 253 Cornilius Rizer, Apalachicola | 23AP-RR0038 | | One Stop | | |

Issued Permits

Permit Issued Date: 08/01/2023 - 08/31/2023

Count: 4

Total: 40,900

| Permit Status | | In Progress | | |
|---------------|------------------------------------|-------------|----------|--|
| 08/21/2023 | 112 11th St, Apalachicola | 23AP-RR0040 | One Stop | |
| 08/21/2023 | 259 Fred Meyer St, Apalachicola | 23AP-RR0041 | One Stop | |
| 08/23/2023 | 12 6th St, Apalachicola | 23AP-RR0042 | One Stop | |

Count: 3

Total:

Count: 7

Total:

| Permit Type | | Tree | | |
|---------------|------------------------------|------------|----------|--|
| Permit Status | | Completed | | |
| 08/04/2023 | 87 Avenue D, Apalachicola | 23AP-T0032 | One Stop | |

Count: 1

Total:

Count: 1

Total:

| Permit Type | | Window Replacement | | |
|---------------|--------------------------------|--------------------|----------|--|
| Permit Status | | In Progress | | |
| 08/11/2023 | 14 Jamie Lane, Apalachicola | 23AP-WR0002 | One Stop | |

Count: 1

Total:

Count: 1

Total:

| | | | | |
|-------------------|--|---------------------------------|--|--|
| Total Permits: 40 | | Valuation Total: \$3,433,875.00 | | |
|-------------------|--|---------------------------------|--|--|

| Permit # | Date Paid | Category | Type | Address | Fee Type | Cashier | Amount Paid |
|-------------|------------|------------------------|--|--|---------------------------------------|-------------|-------------|
| 23AP-RB0008 | 07/03/2023 | Residential Alteration | Pole Barn / Shed | 164 Ave J - MLK, Apalachicola 32320 | Development Order Fee -Residential | Tammy Owens | \$75.00 |
| 23AP-AF0059 | 07/03/2023 | One Stop | AC/Furnace | 58 Market St, Apalachicola 32320 | HVAC - Commercial | Tammy Owens | \$3,920.00 |
| 23AP-RB0008 | 07/03/2023 | Residential Alteration | Pole Barn / Shed | 164 Ave J - MLK, Apalachicola 32320 | Plan Review Residential | Tammy Owens | \$75.00 |
| 23AP-RB0008 | 07/03/2023 | Residential Alteration | Pole Barn / Shed | 164 Ave J - MLK, Apalachicola 32320 | Residential Accessory Structure | Tammy Owens | \$327.00 |
| 23AP-RR0034 | 07/05/2023 | One Stop | Residential Re-Roof | 164 13th, Apalachicola 32320 | Roof/Re-roof Residential | Tammy Owens | \$100.00 |
| 23AP-AF0061 | 07/06/2023 | One Stop | AC/Furnace | 64 23rd Ave, Apalachicola 32320 | HVAC - Residential | Tammy Owens | \$100.00 |
| 23AP-E0053 | 07/07/2023 | One Stop | Temp Pole | 169 14th St, Apalachicola 32320 | Electrical - Residential | Tammy Owens | \$100.00 |
| 23AP-P0052 | 07/07/2023 | One Stop | Plumbing Permit | 443 24th Ave, Apalachicola 32320 | Plumbing - Residential | Tammy Owens | \$100.00 |
| 23AP-E0055 | 07/10/2023 | One Stop | Electric Permit | 168 21st St, Apalachicola 32320 | Electrical - Residential | Tammy Owens | \$100.00 |
| 23AP-E0054 | 07/10/2023 | One Stop | Temp Pole | 220 Ave D, Apalachicola 32320 | Electrical - Residential | Tammy Owens | \$100.00 |
| 23AP-WR0004 | 07/10/2023 | One Stop | Window Replacement | 72 12th, Apalachicola 32320 | Plan Review Residential | Tammy Owens | \$75.00 |
| 23AP-WR0004 | 07/10/2023 | One Stop | Window Replacement | 72 12th, Apalachicola 32320 | Residential Remodel/Addition | Tammy Owens | \$215.00 |
| 23AP-RR0035 | 07/10/2023 | One Stop | Residential Re-Roof | 245 12th St, Apalachicola 32320 | Roof/Re-roof Residential | Tammy Owens | \$100.00 |
| 23AP-RR0036 | 07/10/2023 | One Stop | Residential Re-Roof | 30 8th St, Apalachicola 32320 | Roof/Re-roof Residential | Tammy Owens | \$100.00 |
| 23AP-E0056 | 07/11/2023 | One Stop | Electric Permit | 27 Myrtle Ave, Apalachicola 32320 | Electrical - Residential | Tammy Owens | \$100.00 |
| 23AP-RB0037 | 07/11/2023 | Residential Alteration | Pool / Hot Tub (Residential Alteration) | 196 9th St, Apalachicola 32320 | Plan Review Residential | Tammy Owens | \$75.00 |
| 23AP-RB0038 | 07/11/2023 | Residential Alteration | Pole Barn / Shed | 172 Sawyer Lane, Apalachicola 32320 | Residential Accessory Structure | Tammy Owens | \$103.00 |
| 23AP-RB0037 | 07/11/2023 | Residential Alteration | Pool / Hot Tub (Residential Alteration) | 196 9th St, Apalachicola 32320 | Residential Accessory Structure | Tammy Owens | \$771.10 |
| 22AP-RB0069 | 07/11/2023 | Residential Alteration | Residential Addition | 159 Ave H, Apalachicola 32320 | Development Order Fee -Residential | Tammy Owens | \$75.00 |
| 22AP-RB0069 | 07/11/2023 | Residential Alteration | Residential Addition | 159 Ave H, Apalachicola 32320 | Double Fee -Work W/O Permit | Tammy Owens | \$561.90 |
| 23AP-AF0063 | 07/11/2023 | One Stop | AC/Furnace | 214 Ave K, Apalachicola 32320 | HVAC - Residential | Tammy Owens | \$100.00 |
| 23AP-AF0062 | 07/11/2023 | One Stop | AC/Furnace | 80 Bay Ave, Apalachicola 32320 | HVAC - Residential | Tammy Owens | \$100.00 |
| 22AP-RB0069 | 07/11/2023 | Residential Alteration | Residential Addition | 159 Ave H, Apalachicola 32320 | Plan Review Residential | Tammy Owens | \$75.00 |
| 22AP-RB0069 | 07/11/2023 | Residential Alteration | Residential Addition | 159 Ave H, Apalachicola 32320 | Residential Remodel/Addition | Tammy Owens | \$561.90 |

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|---------------|------------|------------------------|------------------------------------|--|------------------------------------|-----------------|------------|
| 23AP-RB0035 | 07/13/2023 | Residential New | Detached Single Family | 129 10th St, Apalachicola 32320 | Building Permit Fee - Residential | Tammy Owens | \$2,635.92 |
| 23AP-RB0035 | 07/13/2023 | Residential New | Detached Single Family | 129 10th St, Apalachicola 32320 | Development Order Fee -Residential | Tammy Owens | \$200.00 |
| 23AP-AF0064 | 07/13/2023 | One Stop | AC/Furnace | 115 4th St, Apalachicola 32320 | HVAC - Residential | Tammy Owens | \$100.00 |
| 23AP-RB0035 | 07/13/2023 | Residential New | Detached Single Family | 129 10th St, Apalachicola 32320 | Plan Review Supplemental | Tammy Owens | \$312.75 |
| 23AP-RB0035 | 07/13/2023 | Residential New | Detached Single Family | 129 10th St, Apalachicola 32320 | MEP/Roof/Temp Pole-Residential | Tammy Owens | \$200.00 |
| 23AP-AC0002 | 07/24/2023 | One Stop | Air Conditioner | 26 15th Street, Apalachicola 32320 | HVAC - Residential | Bree Robinson | \$100.00 |
| 23AP-RB0040 | 07/24/2023 | Residential Alteration | Residential Addition | 190 25th Ave, Apalachicola 32320 | Residential Remodel/Addition | Garry Millender | \$75.00 |
| 23AP-AF0065 | 07/26/2023 | One Stop | AC/Furnace | 106 17th Street, Apalachicola 32320 | HVAC - Residential | Bree Robinson | \$100.00 |
| 23AP-PV/R0003 | 07/26/2023 | Residential Alteration | PV System (Residential Alteration) | 245 12th St, Apalachicola 32320 | Plan Review Residential | Bree Robinson | \$89.25 |
| 23AP-PV/R0003 | 07/26/2023 | Residential Alteration | PV System (Residential Alteration) | 245 12th St, Apalachicola 32320 | Residential Accessory Structure | Bree Robinson | \$1,068.44 |
| 21AP-CB0005 | 07/27/2023 | Commercial Alteration | Commercial Addition C/O | 84 Water St. , Apalachicola 32320 | Development Order Fee - Commercial | Pamela Erwin | \$450.00 |
| 21AP-CB0005 | 07/27/2023 | Commercial Alteration | Commercial Addition C/O | 84 Water St. , Apalachicola 32320 | Plan Review Commercial (manual) | Pamela Erwin | \$206.50 |
| 23AP-WR0003 | 07/27/2023 | One Stop | Window Replacement | 256 Hwy 98, Apalachicola 32320 | Plan Review Residential | Bree Robinson | \$75.00 |
| 23AP-WR0003 | 07/27/2023 | One Stop | Window Replacement | 256 Hwy 98, Apalachicola 32320 | Residential Remodel/Addition | Bree Robinson | \$89.00 |
| 23AP-AC0003 | 07/31/2023 | One Stop | Air Conditioner | 260 Timothy Simmons Street, Apalachicola 32320 | HVAC - Residential | Bree Robinson | \$100.00 |
| 23AP-AC0003 | 07/31/2023 | One Stop | Air Conditioner | 260 Timothy Simmons Street, Apalachicola 32320 | HVAC - Residential | Bree Robinson | (\$100.00) |
| 23AP-WR0005 | 07/31/2023 | One Stop | Window Replacement | 300 24th Avenue, Apalachicola 32320 | Residential Remodel/Addition | Pamela Erwin | \$75.00 |
| 20AP-RB0002 | 08/01/2023 | Residential New | Detached Single Family | 232 6th St., Apalachicola 32320 | Re-Inspection Fee | Pamela Erwin | \$50.00 |
| 22AP-P0013 | 08/01/2023 | One Stop | Plumbing Permit | 232 6th St., Apalachicola 32320 | Re-Inspection Fee | Pamela Erwin | \$75.00 |
| 23AP-WR0005 | 08/02/2023 | One Stop | Window Replacement | 300 24th Avenue, Apalachicola 32320 | Other - Residential | Pamela Erwin | \$112.00 |
| 23AP-RB0041 | 08/02/2023 | Residential Alteration | Pole Barn / Shed | 155 6th St, Apalachicola 32320 | Plan Review Residential (manual) | Bree Robinson | \$75.00 |
| 23AP-RB0041 | 08/02/2023 | Residential Alteration | Pole Barn / Shed | 155 6th St, Apalachicola 32320 | Residential Accessory Structure | Bree Robinson | \$75.00 |
| 23AP-RM0001 | 08/04/2023 | Zoning | Residential Minor | 108 22nd Ave, Apalachicola 32320 | Other - Residential | Pamela Erwin | \$75.00 |

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|-------------|------------|------------------------|----------------------|--|---------------------------------------|---------------|----------|
| 23AP-RM0001 | 08/04/2023 | Zoning | Residential Minor | 108 22nd Ave, Apalachicola 32320 | Other - Residential | Pamela Erwin | \$4.00 |
| 23AP-RB0025 | 08/04/2023 | Residential Alteration | Residential Addition | 126 8th St, Apalachicola 32320 | Residential Remodel/Addition | Pamela Erwin | \$75.00 |
| 22AP-RB0049 | 08/07/2023 | Residential Alteration | Residential Remodel | 112 Ave C, Apalachicola 32320 | Plan Review Residential | Bree Robinson | \$112.50 |
| 23AP-RR0037 | 08/07/2023 | One Stop | Residential Re-Roof | 255 Cornelius Rizer, Apalachicola 32320 | Roof/Re-roof Residential | Bree Robinson | \$100.00 |
| 23AP-RR0038 | 08/07/2023 | One Stop | Residential Re-Roof | 253 Cornelius Rizer, Apalachicola 32320 | Roof/Re-roof Residential | Bree Robinson | \$100.00 |
| 23AP-CB0006 | 08/08/2023 | Commercial Alteration | Commercial Remodel | 301 Market St, Apalachicola 32320 | Development Order Fee - Commercial | Pamela Erwin | \$75.00 |
| 23AP-CB0006 | 08/08/2023 | Commercial Alteration | Commercial Remodel | 301 Market St, Apalachicola 32320 | Plan Review Commercial | Pamela Erwin | \$90.00 |
| 23AP-CB0006 | 08/08/2023 | Commercial Alteration | Commercial Remodel | 301 Market St, Apalachicola 32320 | Remodel/Additions Commercial | Pamela Erwin | \$90.00 |
| 23AP-AC0004 | 08/10/2023 | One Stop | Air Conditioner | 186 8th Street, Apalachicola 32320 | HVAC - Residential | Bree Robinson | \$100.00 |
| 23AP-WR0002 | 08/11/2023 | One Stop | Window Replacement | 14 Jamie Lane, Apalachicola 32320 | Building Permit Fee - Residential | Bree Robinson | \$75.00 |
| 23AP-WR0002 | 08/11/2023 | One Stop | Window Replacement | 14 Jamie Lane, Apalachicola 32320 | Residential Remodel/Addition | Bree Robinson | \$75.00 |
| 23AP-E0057 | 08/14/2023 | One Stop | Electric Permit | 274 - C1 Prado, Apalachicola 32320 | Electrical - Residential | Bree Robinson | \$100.00 |
| 23AP-E0058 | 08/14/2023 | One Stop | Electric Permit | 274 - C2 Prado, Apalachicola 32320 | Electrical - Residential | Bree Robinson | \$100.00 |
| 23AP-E0059 | 08/14/2023 | One Stop | Electric Permit | 274 - C3 Prado, Apalachicola 32320 | Electrical - Residential | Bree Robinson | \$100.00 |
| 23AP-E0060 | 08/14/2023 | One Stop | Electric Permit | 274 - C4 Prado, Apalachicola 32320 | Electrical - Residential | Bree Robinson | \$100.00 |
| 23AP-E0061 | 08/14/2023 | One Stop | Electric Permit | 272- B1 Prado, Apalachicola 32320 | Electrical - Residential | Bree Robinson | \$100.00 |
| 23AP-E0062 | 08/14/2023 | One Stop | Electric Permit | 272- B2 Prado, Apalachicola 32320 | Electrical - Residential | Bree Robinson | \$100.00 |
| 23AP-E0063 | 08/14/2023 | One Stop | Electric Permit | 272- B3 Prado, Apalachicola 32320 | Electrical - Residential | Bree Robinson | \$100.00 |
| 23AP-E0064 | 08/14/2023 | One Stop | Electric Permit | 272- B4 Prado, Apalachicola 32320 | Electrical - Residential | Bree Robinson | \$100.00 |
| 23AP-E0065 | 08/14/2023 | One Stop | Electric Permit | 9 24th, Apalachicola 32320 | Electrical - Residential | Bree Robinson | \$100.00 |
| 23AP-P0053 | 08/14/2023 | One Stop | Plumbing Permit | 170 19th Ave, Apalachicola 32320 | Plumbing - Residential | Bree Robinson | \$100.00 |
| 23AP-RB0029 | 08/15/2023 | Residential Alteration | Deck | 264 Hwy 98, Apalachicola 32320 | Development Order Fee -Residential | Bree Robinson | \$75.00 |
| 23AP-RB0029 | 08/15/2023 | Residential Alteration | Deck | 264 Hwy 98, Apalachicola 32320 | Plan Review Residential | Bree Robinson | \$75.00 |
| 23AP-RB0029 | 08/15/2023 | Residential Alteration | Deck | 264 Hwy 98, Apalachicola 32320 | Residential | Bree Robinson | \$117.00 |
| 23AP-RB0039 | 08/16/2023 | Residential New | Mobile Home | 296 24th Avenue, Apalachicola 32320 | Development Order Fee -Residential | Bree Robinson | \$75.00 |
| 23AP-RB0045 | 08/16/2023 | Residential Alteration | Pole Barn / Shed | 135 10th St, Apalachicola 32320 | Development Order Fee -Residential | Bree Robinson | \$75.00 |

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|-------------|-------------------|------------------------|---------------------|---|--|-----------------------------|-----------|
| 23AP-E0066 | 08/16/2023 | One Stop | Electric Permit | 259 Fred Meyer St, Apalachicola 32320 | Electrical - Residential | Bree Robinson | \$100.00 |
| 23AP-AF0066 | 08/16/2023 | One Stop | AC/Furnace | 238 Water Street, Apalachicola 32320 | HVAC - Residential | Bree Robinson | \$100.00 |
| 23AP-AF0067 | 08/16/2023 | One Stop | AC/Furnace | 94 5th Street, Apalachicola 32320 | HVAC - Residential | Bree Robinson | \$100.00 |
| 23AP-RB0039 | 08/16/2023 | Residential New | Mobile Home | 296 24th Avenue, Apalachicola 32320 | Mobile Home Setup - Electric/Mechanical | Bree Robinson | \$75.00 |
| 23AP-RB0039 | 08/16/2023 | Residential New | Mobile Home | 296 24th Avenue, Apalachicola 32320 | Mobile Home Setup Fee - Single | Bree Robinson | \$150.00 |
| 23AP-E0067 | 08/18/2023 | One Stop | Electric Permit | 293 23rd, Apalachicola 32320 | Electrical - Residential | Bree Robinson | \$100.00 |
| 23AP-AF0068 | 08/18/2023 | One Stop | AC/Furnace | 92 22nd, Apalachicola 32320 | HVAC - Residential | Bree Robinson | \$100.00 |
| 23AP-RB0046 | 08/21/2023 | Residential Alteration | Pole Barn / Shed | 242 15th Street, Apalachicola 32320 | Development Order Fee -Residential | Bree Robinson | \$75.00 |
| 23AP-P0054 | 08/21/2023 | One Stop | Plumbing Permit | 348-A 12th St, Apalachicola 32320 | Plumbing - Residential | Bree Robinson | \$100.00 |
| 23AP-P0055 | 08/21/2023 | One Stop | Plumbing Permit | 348 -B- 12th St, Apalachicola 32320 | Plumbing - Residential | Bree Robinson | \$100.00 |
| 23AP-RB0046 | 08/21/2023 | Residential Alteration | Pole Barn / Shed | 242 15th Street, Apalachicola 32320 | Residential Accessory Structure | Bree Robinson | \$75.00 |
| 23AP-RR0039 | 08/21/2023 | One Stop | Residential Re-Roof | 27 15th St, Apalachicola 32320 | Roof/Re-roof Residential | Bree Robinson | \$100.00 |
| 23AP-RR0040 | 08/21/2023 | One Stop | Residential Re-Roof | 112 11th St, Apalachicola 32320 | Roof/Re-roof Residential | Bree Robinson | \$100.00 |
| 23AP-RR0041 | 08/21/2023 | One Stop | Residential Re-Roof | 259 Fred Meyer St, Apalachicola 32320 | Roof/Re-roof Residential | Bree Robinson | \$100.00 |
| 23AP-RR0042 | 08/23/2023 | One Stop | Residential Re-Roof | 12 6th St, Apalachicola 32320 | Roof/Re-roof Residential | Bree Robinson | \$100.00 |
| 23AP-RB0047 | 08/25/2023 | Residential Alteration | Pole Barn / Shed | 317 Earl King Street, Apalachicola 32320 | Development Order Fee -Residential | Bree Robinson | \$75.00 |
| 23AP-RR0043 | 08/25/2023 | One Stop | Residential Re-Roof | 233 Prado, Apalachicola 32320 | Roof/Re-roof Residential | Bree Robinson | \$100.00 |
| 23AP-AF0069 | 08/31/2023 | One Stop | AC/Furnace | 170 Water Street, Apalachicola 32320 | HVAC - Commercial | Pamela Erwin | \$75.00 |
| 23AP-RB0045 | 198;209+B132:B133 | Residential Alteration | Pole Barn / Shed | 135 10th St, Apalachicola 32320 | Residential Accessory Structure | Bree Robinson | \$75.00 |
| 23AP-F0022 | 08/07/2023 | Zoning | Fence | 133 Ave C, Apalachicola 32320 | Other - Residential | Total Bldg Dept \$18,362.26 | |
| 23AP-F0011 | 07/17/2023 | Zoning | Fence | 127 Avenue B, Apalachicola 32320 | Other - Residential | Pamela Erwin | \$40.00 |
| 23AP-F0011 | 07/17/2023 | Zoning | Fence | 127 Avenue B, Apalachicola 32320 | Other - Residential | Pamela Erwin | \$10.00 |
| 23AP-F0021 | 07/17/2023 | Zoning | Fence | 268 Water St, Apalachicola 32320 | Fence - Residential | Pamela Erwin | \$50.00 |
| 23AP-F0019 | 07/17/2023 | Zoning | Fence | 175 24th Ave., Apalachicola 32320 | Other - Residential | Pamela Erwin | \$85.00 |
| 23AP-F0019 | 07/17/2023 | Zoning | Fence | 175 24th Ave., Apalachicola 32320 | Other - Residential | Pamela Erwin | (\$85.00) |

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