

REGULAR MEETING  
APALACHICOLA CITY COMMISSION  
TUESDAY, MARCH 7, 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. Agenda Adoption**
  
- III. Public Comment**
  
- IV. New Business**
  - 1. Expenditure Request for Well #6**
  - 2. Forgotten Coast Fitness & Wellness Lease**
  - 3. Engineering Award Recommendation – Market St. Vacuum Station**
  
- V. Unfinished Business**
  - 1. Black History Trail – Locations & History Narratives Approval**
  
- VI. Mayor and Commissioner Comments**
  
- VII. City Manager Communications – Report Attached**
  
- VIII. Grants Coordinator Communications – Report Attached**
  
- IX. Finance Director Communications – Report Attached**
  
- X. Attorney Communications – Report Attached**

**XI. Consent Agenda**

**A. Meeting Minutes Adoption** – February 7, 2023 – Workshop (Comp Plan);  
February 7, 2023 – Workshop (Election); February 7, 2023 – Regular Meeting;  
February 13, 2023 – Joint Workshop Commission with P&Z

**B. Planning & Zoning Minutes** – February 13, 2023 – Joint Workshop and Regular Meeting

**XII. 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: March 7, 2023**

**SUBJECT:** Request for expenditure to clean Well #6

**AGENDA INFORMATION:**

**Agenda Location:** New Business  
**Item Number:** 1  
**Department:** Drinking Water  
**Contact:** Rhett Butler  
**Presenter:** Travis Wade

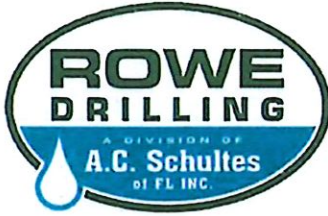
**BRIEF SUMMARY:** Last year we hired Rowe Drilling to repair well #6, and although it was approved at the time to repair and clean, due to the emergency situation with one other well going out of service at that time, Rowe could not clean the pump and lines. The pump is now pumping at a rate lower than is necessary to maintain proper pressure if another pump were to become inoperable. Cleaning the pump and lines will resolve this issue. At this time we have two other well pumps operating at capacity. Therefore well 6 can be cleaned without risking another boil water notice or interruption of service.

**RECOMMENDED MOTION AND REQUESTED ACTIONS:** Approve request to make this expenditure.

**FUNDING SOURCE:** Drinking Water

**ATTACHMENTS:** quote from Rowe Drilling

**STAFF'S COMMENTS AND RECOMMENDATIONS:**



Rowe Drilling a division of  
A. C. Schultes of Florida, Inc.  
7584 W. Tennessee St.  
Tallahassee, FL 32304  
24 Hour Service  
(850) 576-1271  
Fax (850) 575-6636

September 6, 2022

Dear,  
Mr. Rhett Bufler  
Field Crew Supervisor  
City of Apalachicola

RE: Well # 6 rehabilitation

Dear Client;

In accordance with your request, Rowe Drilling a division of A.C. Schultes of Florida, Inc. is pleased to present the following proposal based on all the information you have provided:

**Scope of Services:**

*Mobilize two (2) men crew and Rig  
Pull vertical turbine pump (VTP)  
Perform video survey of the well and deliver detailed report  
Wire brush well casing and open hole  
Airlift well to approx. 409' and surge the well  
Acidize well with 1000 Gal of 32% Hydrochloric solution diluted to 8%. (equal to two open hole volumes)  
Agitate acid with the wire brush to enhance efficiency of cleaning  
Airlift well and neutralize the acid  
Install temporary pumping equipment and perform step draw down test  
Pull out temporary pumping equipment and super chlorinate the well with 200 mg/L chlorine solution  
Install permanent pumping equipment  
Clean up job site and demobilize rig*

**Total Estimated: \$ 40,300.00**

**Bid Clarifications:**

*Customer shall provide a minimum of 50 gpm water supply  
Water quality sampling and analysis by others  
Customer shall provide stable access to the well site  
All other services, except noted above, are excluded.  
This quote is valid for 30 days.*

Sincerely,

*Juan C. Cepeda*

Juan C. Cepeda

**EXHIBIT A (Page 1 of 2)**  
**Sole Source Form**

Estimated Costs: \$40,300	Supplier: Rowe Drilling
---------------------------	-------------------------

**TYPE OF PROCUREMENT:** (Select one)

<p><b>Sole Source:</b> X <input type="checkbox"/></p> <p>A situation where only one supplier/source is capable of supplying the required commodity or service. The City of Apalachicola engages and requires written justification of sole source purchases.</p>
--

**SOLE SOURCE JUSTIFICATION GUIDELINES**

City Staff are responsible for providing and certifying as accurate and complete necessary data to support their recommendation for other than full and open competition. The justification must demonstrate that only one company can perform or supply the goods or services. The following are examples of explanations for a Sole Source Justifications (SSJ):

- a) Compatibility to a City Standard or Existing Environment.
- b) Licensed or Patented Applications.
- c) Authorized Service Provider for Repair and Warranty Services.
- d) The supplies/services to be acquired are unique.

**\*\* IMPORTANT \*\***

- Statements that a supplier has the best capability or offers the lowest price are not bases for an SSJ. Such determinations can only be made through full and open competitive processes.
- Rationale that the recommended source is the most highly qualified to perform but does not establish why other sources cannot perform is not acceptable.
- Incumbency does not justify an SSJ.
- Administrative delay or lack of adequate advanced planning resulting in urgency does not justify an SSJ.
- All (SSJ) sole source justification documentation must be attached to all purchase orders.
- In the event of a non-competitive procurement consistent with 2 CFR 200.320(c) the City must obtain written approval from the Florida Department of Economic Opportunity to award a contract over \$25,000.00.

**EXHIBIT A (Page 2 of 2)**

**JUSTIFICATION:** (Select one)

<input type="checkbox"/>	<p><b>Compatibility to a City Standard or Existing Environment.</b> (List the suppliers who were contacted below and the specific reasons why each was not a viable source).</p> <ul style="list-style-type: none"><li>•</li><li>•</li><li>•</li></ul>
<input type="checkbox"/>	<p><b>Licensed or Patented Applications.</b> (List the qualifications that each source or items meet. If another supplier offers a similar item, provide the item identification, supplier information and comparable pricing).</p> <ul style="list-style-type: none"><li>•</li><li>•</li><li>•</li></ul>
<input type="checkbox"/>	<p><b>Authorized Service Provider for Repair or Warranty Services.</b> (The selected supplier is the only listed and authorized provider of this item or service. List the reasons why no substitute item can be used and if no similar item or service is available).</p> <ul style="list-style-type: none"><li>• Rowe Drilling is the authorized repair and/or warranty service for the City's wells. Rowe originally installed wells 5, 6, and 7.</li></ul>
<input type="checkbox"/>	<p><b>The supplies/services to be acquired are unique.</b> (The selected supplier is specialized for the required need of the City. List the reason(s) why this supplier is unique or specialized. •</p>

**DESCRIPTION & REASONABLENESS OF PRICE:** (Provide written explanation, technical reasoning and/or evidence of the claim)

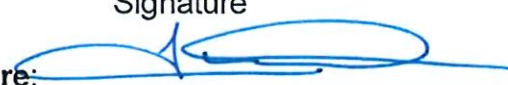
Each of the vendors contacted advised that they would be securing the product(s) (pumps) from AAG Electric Motors and Pumps, Inc. Staff chose to negotiate directly with AAG to save money. Additionally, AAG has been the provider to service the City's pumps and electric motors that are currently being replaced because they have the proper equipment and knowledge of the WWTP's equipment.

I certify that statements checked, and information provided above, are complete and correct to the best of my knowledge. I understand that the processing of this sole source justification precludes the use of full and open competition.

**DEPARTMENT SIGNATURES**

Department Employee: \_\_\_\_\_ Department: \_\_\_\_\_  
(Employee requesting goods or services) Print

Department Employee: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

Department Director Signature:  \_\_\_\_\_ Date: 3-1-23

Department Director Name (Printed): Travis Wade

**\*\*The Department Director signature is required\*\***

**APALACHICOLA CITY COMMISSION  
REQUEST FOR BOARD ACTION  
Meeting Date: 3/7/2023**

**SUBJECT:** New Lease for Forgotten Coast Fitness and Wellness

**AGENDA INFORMATION:**

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

**BRIEF SUMMARY:** Forgotten Coast Fitness and Wellness has leased space in the Johnson Complex from the City for several years at a rate of \$566.67/month. I proposed to increase the rent for the 4,641 square feet of space to \$1,253.07/month (\$.27/square foot as calculated by the previous Finance Director). After a discussion with Board Members, a counter offer was made that is reflected in the attached draft lease agreement.

**RECOMMENDED MOTION AND REQUESTED ACTIONS:** Approval

**FUNDING SOURCE:**

**ATTACHMENTS:** Draft Lease Agreement

**STAFF'S COMMENTS AND RECOMMENDATIONS:**

## **LEASE AGREEMENT**

This LEASE AGREEMENT was entered into on December\_\_\_\_, 2022, (“Effective Date”) between CITY OF APALACHICOLA, a Florida Municipality, having its principal place of business at 192 Coach Wagoner Blvd, Apalachicola, Florida 32320, ("Lessor"), and **Forgotten Coast Fitness and Wellness Center, Inc.**, a Florida not for profit Corporation its principal place of business at 192 14<sup>th</sup> Street, Apalachicola, FL 32320 ("Lessee").

That Lessor, for and in consideration of the rents to be paid and of the covenants and agreements herein mentioned to be performed by Lessee, does hereby lease and demise to Lessee, and Lessee does hereby lease from Lessor, the areas herein described situated in Apalachicola, Florida, upon the following terms and conditions:

### **1. DESCRIPTION OF LEASED AREAS**

The Lease covers a portion of the property located at the City Hall Complex located at 192 Coach Wagoner Blvd, Apalachicola, Florida 32320, County of Franklin, State of Florida. The Lessee will be leasing approximately 4,641 sq. ft. located in the Complex (the "Premises"). This includes use of the common areas serving the Leased Space.

### **2. USE BY LESSEE OF THE PREMISES**

The Premises shall be used by Lessee for all purposes connected to the core business operations of the not for profit Lessee, provided such use does not diminish the value of the Premises or constitute a nuisance, ordinary wear and tear excepted.

### **3. OCCUPANCY**

Lessee shall be entitled to begin occupancy of that portion of the property referred to as the Premises shown in Exhibit “A” as of the Effective Date of this Lease.

### **4. RENT; SECURITY DEPOSIT; RENT CREDIT; TERM; RENEWAL**

Lessee shall pay to Lessor as monthly base rent for the Premises as follows:

A. Initial Term – five (5) years - Lessee shall pay the following monthly rental amounts:

Year 1	\$800/month
Year 2	\$1,000/month
Year 3	\$1,100/month
Year 4	\$1,200/month
Year 5	\$1,200/month

B. Subsequent Terms – The Tenant may renew the Lease for three (3) subsequent one (1) year periods at the same rate with a 5% increase each renewal term by providing notice sixty (60) days



prior to the end of any prior term of its intent to renew. The City shall approve such renewal if the Tenant remains in compliance with the Lease terms.

The City reserves the right to terminate this Lease Agreement at its sole discretion by providing one (1) year written notice to Tenant.

Such monthly rent shall be paid in advance on or before the tenth day of each calendar month. Any rental payment made in respect to a period of less than one month shall be prorated.

Lessee shall pay as additional rent hereunder all sales tax and assessments.

#### **5. SECURITY DEPOSIT**

No security deposit shall be required.

#### **6. QUIET ENJOYMENT**

Provided that Lessee complies with all of its obligations under this Lease, Lessor shall not interfere with the peaceful and quiet occupation and enjoyment of the Premises by Lessee during the term.

#### **7. CONDITION OF PREMISES**

The Premises are leased to Lessee in their present physical condition and state of title (including, without limitation, matters of survey and zoning, building and other laws, regulations and restrictions now and hereafter in effect), and Lessor makes no representation or warranty with respect thereto.

#### **8. ADDITIONAL OBLIGATIONS OF LESSEE**

Lessee will, at its expense:

- (a) comply with all existing and future federal, state, and county and local statutes, laws, enactments, ordinances, rules, regulations, orders and other governmental requirements ("Governmental Requirements") applicable to Lessee's use or occupancy of the Premises, including, but not limited to, workmen's compensation laws and the Occupational Safety and Health Act of 1970 and all Governmental Requirements issued thereunder, and hold harmless, indemnify and defend Lessor from and against any claims, actions, damages, losses, costs and expenses, including reasonable attorneys' fees, made against or sustained by Lessor as a result of Lessee's failure to comply with any Governmental Requirements;
- (b) be responsible for and protect itself against all risk of loss or damage by fire or other casualty to its own property and material and any other property and material used by it or under its control on the Premises;
- (c) secure and maintain a comprehensive general liability insurance policy covering

against claims for bodily injury, death or property damage (including coverage of potential claims against the City by customers/clients/patrons/invitees or guests of the Lessee) occurring on, in or about the Premises and the adjoining property, streets, sidewalks and passageways or by reason of the existence, ownership, use, occupancy or maintenance thereof, in amounts as would be maintained by a prudent owner of similar property but in no event less than \$1,000,000 for bodily injury or death to any one person, \$1,000,000 for bodily injury or death in any one accident, and \$1,000,000 per occurrence for property damage, such insurance to include contractual liability coverage for liabilities assumed by Lessee under this Lease and to include an additional insured endorsement making Lessor an additional insured thereunder in accordance with Section 17 hereof and proof thereof be provided to the City on an annual basis;

(d) prior to the effective date of this Lease, secure and deliver to Lessor Certificates of Insurance evidencing all insurance coverage required under this Lease, and including a provision that at least 30 days advance written notice will be given to Lessor prior to cancellation, termination, or any alteration of the policy or policies evidenced by such Certificate;

(e) keep and maintain the Premises in a safe and sanitary condition, and provide all labor, services and supplies which may be required in connection with the operation and maintenance of the Premises in a safe and sanitary condition; and

(f) pay all taxes which may be levied upon or assessed against all of Lessee's property and material and any other property and material used by Lessee or under its control on the Premises.

(g) shall coordinate with any other Lessee of the property as to amicable use of common areas which include but are not limited to access and use of parking and bathroom facilities.

## **9. RIGHTS OF INGRESS AND EGRESS AND MOVEMENT OF MATERIALS**

Lessor agrees to make available to Lessee rights of ingress to and egress from the Premises by driveway and parking lot on the property

## **10. EASEMENTS**

Lessor reserves the right to grant such easements on, over, under and through, and to cause such improvements to be made upon the Premises as Lessor may deem necessary for the service or benefit of the Premises, including, but not restricted to, power, gas, telephone, water and storm and sanitary sewers; provided, however, that no easements shall be granted or improvements made which will unreasonably interfere with the use by Lessee of the Premises. Lessor shall not be liable for inconvenience, annoyance, disturbance, loss of business or other damages of Lessee or other losses, damages or claims by Lessee by reason of such easements or improvements, and the obligations of Lessee under this Lease shall not be affected thereby. Lessor shall give Lessee prior

notice of any work to be performed upon the Premises in connection with such easements or improvements and such work shall be accomplished so as to attempt to minimize any effect upon Lessee's use of the Premises while it is being performed.

**11. REAL ESTATE TAX ASSESSMENT APPEALS**

N/A

**12. WAIVER OF SUBROGATION RIGHTS**

It is agreed that neither party to this Lease shall be liable to the other party for any property loss, damage or claims therefor to the extent of the insurance proceeds received for such loss, damage or claims by the other party. This agreement constitutes a waiver of any and all claims for, and a complete release of, all such liability to the extent of such insurance proceeds, and a waiver of all rights of subrogation of the insurance carriers under the insurance policies of the respective parties with respect to such claims and liability. In the event that any circumstances arise which result in a conflict between the provisions of this Section 12 and the provisions of Section 17 (Liability Insurance for Lessor) below, the provisions of this Section 12 shall govern and control.

**13. MAINTENANCE; UTILITIES**

During the term of this Lease, Lessee shall keep and maintain the Premises in as good order and repair as they are on the date of occupancy, reasonable wear and tear excepted; provided, however, that Lessor shall be responsible only for any necessary repairs to the basic structure of Lessor's building, i.e., the foundation, building supports, exterior walls and roof, excluding, however, any repairs which must be made to areas of such basic structure modified for Lessee, and further excluding any repairs to such basic structure made necessary by damages caused by any acts or omissions of Lessee, its employees or agents. All such excluded repairs to the basic structure must be made by Lessee. Structural repairs shall be deemed to be needed when failure to make the same will result in a potential or actual hazard to persons or property and/or impair the use or occupancy of the leased areas by Lessee. If either party fails to make the necessary repairs for which such party is responsible hereunder within 30 days of notice from the other party that such repairs are needed, or within a longer period of time as may be reasonable under the circumstances, the other party may make or cause to be made such repairs, and bill the responsible party for the same. Payment shall be due upon receipt by the responsible party of such bill.

Included in the base rental amount are all charges for water, sewer and electrical utility service to the Premises.

**14. LESSOR'S RIGHT OF INSPECTION**

Lessor shall have the right, at any time during reasonable business hours, to inspect the Premises and Lessee will conform in all respects with all of Lessor's reasonable recommendations with

respect to:

- (a) proper maintenance of the Premises and good housekeeping;
- (b) all portable fire protection equipment;
- (c) all plant rules and regulations of Lessor as to safety and conduct of employees and business guests of Lessee while on that portion of the area which is occupied or used by Lessor; and
- (d) Lessee's compliance with all its other obligations under the terms of this Lease.

#### **15. ENVIRONMENTAL REQUIREMENTS**

Lessee agrees to comply with all present and future statutes, laws, ordinances, enactments, rules, regulations, orders, decrees, directives, mandates or other similar requirements of any federal, state or local government, court or public authority prohibiting, regulating or otherwise relating to environmental pollution and environmental control of any kind, including, but not limited to, air pollution, water pollution, noise pollution, solid waste pollution, toxic substance control (Environmental Requirements), including, but not limited to, Environmental Requirements under the Federal Water Pollution Control Act, as amended, the Federal Clean Air Act, as amended, the Resource Conservation & Recovery Act, the Noise Control Act, and the Toxic Substances Control Act, which are applicable to or arise out of or in connection with Lessee's use or occupancy of the Premises. Lessee further agrees to establish or continue a program to assure that all present and future Environmental Requirements shall be monitored and met. Lessee will comply with such Environmental Requirements at its sole cost and expense and will hold harmless, indemnify and defend Lessor from and against any claims, suits, damages, losses, costs and expenses, including reasonable attorneys' fees, made against or sustained by Lessor as a result of Lessee's failure to comply with any Environmental Requirements.

#### **16. INDEMNIFICATION BY LESSEE OF LESSOR**

Lessee will indemnify, defend and hold harmless Lessor from and against any and all claims, actions, losses, liabilities, costs and expenses, including reasonable attorneys' fees, resulting from injury (including death) to the person or damage to or loss of the property of anyone (including Lessor and Lessee and employees of Lessor and Lessee) arising out of or in connection with occupancy or use by Lessee, its employees, agents, contractors or business guests of the Premises, any adjacent areas and any other property of Lessor, whether such claims, actions, damages, losses and liabilities are based upon or result in whole or in part from the active or passive negligence of Lessor, its employees or agents, or Lessor's strict liability in tort, breach of warranty, breach of contract or any other basis or cause or whatsoever whereby Lessor might be liable.

#### **17. LIABILITY INSURANCE FOR LESSOR**

Lessee shall make Lessor an additional insured under Lessee's comprehensive general liability insurance policies applicable to the Premises by means of an additional insured endorsement, a

copy of which shall be furnished to Lessor, so that to the extent of such insurance coverage, Lessor is defended from and insured against any and all claims, actions, losses, liabilities, costs and expenses, resulting from injury (including death) to the person or damage to or loss of the property of anyone (including employees of Lessee) arising out of or in connection with occupancy or use by Lessee, its employees, agents, contractors or business guests of the Premises, any adjacent areas and any other property of Lessor. Such additional insured endorsement shall provide that the insurance afforded for Lessor is primary and any other valid and collectible insurance available to Lessor shall be excess. The insurance afforded for Lessor shall not be cancelled or reduced unless the insurer gives thirty (30) days written notice thereof to Lessor.

#### **18. ALTERATIONS AND ADDITIONS**

Lessee may not make any alterations or additions to the Premises without the prior written consent of Lessor, which consent shall not be unreasonably withheld; provided, however, that Lessee may make additions to or alterations of the Premises of a nonstructural nature which do not result in a decrease in the fair market value of the Premises without the consent of Lessor. Any approved structural or design changes to the building shall be accompanied by signed and sealed engineered design documents as applicable. All approved improvements shall be properly permitted and inspected through the applicable local building department. All improvements made to the Premises by the Lessee shall remain upon expiration of the lease and shall become the property of the City.

#### **19. SURRENDER AND REMOVAL AT END OF TERM**

Upon expiration or earlier termination of this Lease for any reason whatever, Lessee shall surrender the Premises, including all improvements thereto, and all plumbing, electrical, heating, air conditioning and other equipment and all fixtures affixed to the premises, in good repair and condition, reasonable wear and tear excepted, broom clean and free of Lessee's removable property. If Lessee shall fail to remove its property, or any part thereof, within sixty (60) days after such termination, Lessor shall have the right to remove and dispose of the same, and make any repairs caused by such removal, at the expense of Lessee

As stated above, all improvements made to the Premises by the Lessee shall remain upon expiration of the lease and shall become the property of the City.

#### **20. DAMAGE OR DESTRUCTION BY FIRE OR OTHER CASUALTY**

In the event the Premises is destroyed by fire or other casualty or damaged by such cause to the extent that the Premises are not rebuilt or restored, then this Lease shall terminate as of thirty (30) days after the date of destruction and Lessor shall give Lessee at least 30 days written notice of such termination; otherwise, Lessor shall rebuild or restore the Premises promptly and with reasonable diligence, and Lessee shall be entitled to a pro rata abatement of rent for the period required to rebuild or restore the Premises to the extent that the Premises are unusable.

#### **21. CONDEMNATION**

If the Premises or any necessary and substantial part thereof is taken by eminent domain, this Lease shall terminate on the date of such taking and the rent shall be apportioned as of that date. In any taking or condemnation proceedings, Lessee shall have the right to be a party and to lodge a claim against the condemning authority for any award it may be allowed at law, including, without limitation, an award for its trade fixtures, business and personal property and moving and relocation expenses; provided, however, that nothing herein shall entitle Lessee to any share in the award which Lessor would be entitled to receive if the Premises had never been subject to this Lease. Lessor shall promptly notify Lessee of any actual or contemplated taking of which it has knowledge.

## **22. TERMINATION**

In the event of any breach of this Lease or of any provision hereof by either party, which breach is not remedied within 30 days after written notice thereof by the other party, such other party may terminate this Lease by giving written notice of termination in writing to the party in breach, but any such termination shall not relieve either party of any obligations which accrued prior to such termination.

## **23. LESSOR'S STATUTORY RIGHTS**

Nothing herein contained shall restrict or limit any rights or remedies which Lessor has or shall have under the laws of the State of Florida now or hereafter in effect.

## **24. NOTICES**

Any notice which may be required or permitted to be given under any provisions of this Lease shall be deemed to have been effectively given and received upon deposit in the United States registered or certified mail, postage prepaid, and e-mail addressed as follows:

---

If to Lessee

Forgotten Coast Fitness and Wellness Center, Inc.  
192 14<sup>th</sup> Street  
Apalachicola, FL 32320

With Copy to:

If to Lessor:

City of Apalachicola  
192 Coach Wagoner Blvd.  
Apalachicola, Florida 32320  
E-MAIL – [twade@cityofapalachicola.com](mailto:twade@cityofapalachicola.com)

With Copy to:

Daniel W. Hartman, Esq.  
PO Box 10910  
Tallahassee, FL 32301  
[dan@FLLegalteam.com](mailto:dan@FLLegalteam.com)

Either party may change its address for purposes of this provision by giving written notice of such change in the manner above provided.

## **25. LIENS**

Lessee shall not suffer or permit any mechanic's, laborer's or materialman's lien to stand against the Premises or any part thereof, or against the interest of Lessee in the Premises, by reason of any work, labor, services or materials done for or supplied to or claimed to have been done for or supplied to Lessee or anyone holding the Premises or any part thereof through or under Lessee. If any such lien shall at any time be filed, Lessee shall cause the same to be discharged or bonded of record within 30 days after Lessee shall have learned of the same, by either payment, deposit, or bond; provided, however, that such discharge or bonding of record must be sufficient (a) to permit Lessor to obtain title insurance with no exception for such lien and (b) to prevent the holder of the lien from causing a sale, foreclosure or other title divestiture with respect to the Premises or any portion thereof. If Lessee shall fail so to discharge or bond any such lien within such 30-day period, then, in addition to any other right or remedy of Lessor, Lessor may, but shall not be obligated to, procure the discharge of the same either by paying the amount claimed to be due by deposit or bonding, or Lessor shall be entitled, if it so elects, to compel the prosecution of an action for the foreclosure of such lien by the lienor and to pay the amount of the judgment, if any, in favor of the lienor, with interest, costs and allowances. Any amount paid or deposited by Lessor for any of the aforesaid purposes, and all costs and other expenses of Lessor, including reasonable counsel fees, in defending any such action or in procuring the discharge of such lien, with all necessary disbursements in connection therewith, together with the late charge from the date of payment or deposit by Lessor, shall be payable by Lessee to Lessor as additional rent within 5 days of demand therefor.

Nothing in this Lease shall be deemed to be the consent or request of Lessor, expressed or implied, for the performance of any labor or the furnishing of any materials for any construction, alteration, restoration or repair of, to or on the Premises or any part thereof, nor as giving Lessee any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials which give rise to any lien against Lessor's interest in the Premises. Lessor shall have the right to post and keep posted at all times on the Premises any notices which Lessor shall deem appropriate for the protection of Lessor and the Premises from any such lien.

This Lease shall not be used as collateral for any purpose.

## **26. ASSIGNABILITY; SUBLEASING**

This lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, but Lessee shall have no right to assign this Lease or to sublet the Premises, or any part thereof, either voluntarily or by operation of law, without the prior written consent of Lessor.

## **27. FORCE MAJEURE**

Neither Lessor nor Lessee shall be responsible for delay or failure of performance of any of its obligations under this Lease caused in whole or in part by: Acts of God, wars, riots, fires, explosions, breakdowns or accidents; strikes, lockouts or other labor difficulties; lack or shortages of labor, materials, utilities, energy sources, compliance with governmental rules, regulations or other governmental requirements; any other like causes; or any other unlike causes beyond the control of the party whose performance is affected thereby. The foregoing shall be in addition to and not in limitation of any excuses for nonperformance available to the party whose performance is affected under any applicable law. The party whose performance is so affected shall make all reasonable efforts to remove such disability as soon as possible, except for labor disputes which shall be solely within such party's discretion.

## **28. INTEGRATION**

This Lease sets forth the entire agreement and understanding between the parties as to the subject matter of this Lease and any and all prior or contemporaneous proposals, negotiations, agreements, commitments and representations, oral or written, are merged herein. This Lease may not be modified or amended except by means of a writing duly executed by the parties subsequent to the date hereof which states that it is intended to amend this Lease.

## **29. MISCELLANEOUS**

Each provision hereof shall be separate and independent and if any provision hereof or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remaining provisions hereof, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, as the case may be, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the extent permitted by law. All provisions contained in this Lease shall be binding upon, inure to the benefit of and be enforceable by, the respective successors and assigns of Lessor and Lessee to the same extent as if each such successor and assign were named as a party hereto. No waiver of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach of the same or any other provision.

## **30. CAPTIONS**

The captions set forth at the beginning of each of the numbered paragraphs of this Lease are intended for purposes of reference only and are of no legal force and effect.



**31. FLORIDA LAW.**

This lease will be governed by the laws of the state of Florida, as to both interpretations and performance.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

**LESSOR:**

City of Apalachicola, a Florida Municipality

By: \_\_\_\_\_  
Travis Wade, City Manager

**LESSEE:**

Forgotten Coast Fitness and Wellness Center, Inc.

\_\_\_\_\_  
By: Melvin Myers  
Its: President

**APALACHICOLA CITY COMMISSION  
REQUEST FOR BOARD ACTION  
Meeting Date: 3/7/2023**

**SUBJECT:** Engineering Award Recommendation – Engineering Design for New Market St.  
Vacuum Sewage Station

**AGENDA INFORMATION:**

**Agenda Location:** New Business  
**Item Number:** 3  
**Department:** Grants  
**Contact:** Bree Robinson/Kendall Falkner  
**Presenter:** Bree Robinson/Kendall Falkner

**BRIEF SUMMARY:** The City issued an RFQ for Engineering Design services posted until 2/2/23. Two firms sent completed bid proposals. Both underwent the complete scoring process by three City Employees, chosen by the City Manager. After scoring was received, Madrid CPWG came out on top. Madrid CPWG is the award recommendation of City Staff.

**RECOMMENDED MOTION AND REQUESTED ACTIONS:** Motion to approve award to Madrid CPWG for the Market St. Vacuum Station Engineering.

**FUNDING SOURCE:** Covered within FDEM HMGP funding of \$120,000.00 with a matching grant of \$41,921.00 from DEO CDBG-DR.

**ATTACHMENTS:** N/A – Bid packages are lengthy and therefore not attached. They are available for viewing upon request in City Hall.

**STAFF'S COMMENTS AND RECOMMENDATIONS:** Approve award recommendation to Madrid CPWG.

**APALACHICOLA CITY COMMISSION  
REQUEST FOR BOARD ACTION  
Meeting Date: 3/7/23**

**SUBJECT:** Black History Trail – Locations & History Narratives Approval

**AGENDA INFORMATION:**

**Agenda Location:** Unfinished Business  
**Item Number:** 1  
**Department:** Grants  
**Presenter:** Val Webb & Willie Tolliver

**BRIEF SUMMARY:** The City is funded for the creation and installation of 13 historical signs for a Black History Trail. Due to the grant requirements, we are on a very tight deadline to make this work happen. Willie Tolliver and Val Webb, along with a lot of local collaboration, have spearheaded the gathering of the narratives for the signs. We are requesting for the City Commission to pass a motion approving of the 13 sites and narratives, contingent upon any citizen or City Commission comments made in the workshop considered and any comments made by our historian for the project, Mark Curenton, are also taken into account after he has completed his review.

Bay Media Services is the graphic designer for these signs and she will need to begin her work ASAP – the final designs of the signs and the installation sites will be workshopped publicly and on an agenda for City Commission approval as soon as possible. We are hoping to have the signs created and installed by August 2023.

**RECOMMENDED MOTION AND REQUESTED ACTIONS:** Motion to approve of sites and narratives for the signage creation of the Black History Trail, contingent upon Citizen/City comments (from workshop) and Historian comments, after his review is complete, being taken into account.

**FUNDING SOURCE:** Department of Historical Resources 2023 Small Matching Grant – Black History Trail

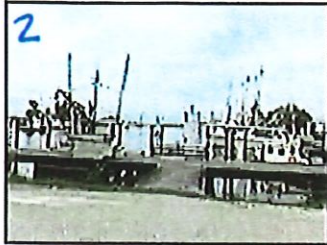
**ATTACHMENTS:** 13 Sites, 13 Narratives (1 is missing – it will be handed out physically at the workshop & regular meeting.)

**STAFF'S COMMENTS AND RECOMMENDATIONS:** Motion to approve.

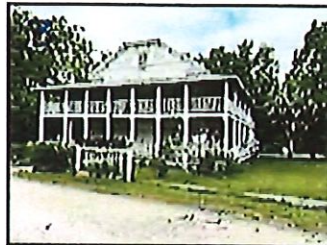
# City of Apalachicola Proposed Black History Displays and Locations



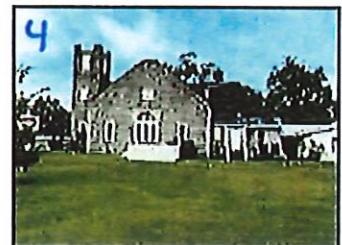
1  
Apalachicola  
Northern Railroad  
Water Street or  
Avenue G. *Business on the Hill*



2  
Scipio Creek  
*Minnie Barefield's  
Mansion*



3  
Odd Fellow Lodge



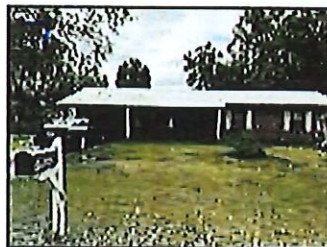
4  
Mount Zion Baptist  
Church



5  
Holy Family



6  
Friendship Baptist  
Church



7  
Paul Lawrence  
Dunbar High School



8  
Washington Square  
(Courthouse Square)  
*Masonic Hall - 6th St*



9  
First Born Church of  
the Living God



10  
Wallace Quinn High  
School



11  
Magnolia Cemetery



12  
Snow Hill Cemetery



13  
St. Paul African  
Methodist Episcopal  
Church

## **BUSINESSES ON THE HILL**

There were only a few paved roads on The Hill in its early days. One of those paved roads was Avenue J (now MLK Avenue) which ran through the commercial heart of Black Apalachicola. In its heyday, The Hill community had many business establishments.

### **Dr. Humphries Street & Martin Luther King Avenue**

At Dr. Humphries Street and MLK was the Snack Bar, Barbershop and Pool Hall owned and operated by the Oakland Rhodes family.

Traveling south toward Avenue I, was the Hill Grocery Store & Gas Station owned by Mr. Will Ziegler. James Baker was the butcher.

Traveling north on Dr. Humphries Street, on Avenue M, between Humphries and 8<sup>th</sup> Streets was Rhodes Grocery & Butcher owned and operated by Mr. Tom Rhodes and family.

### **8<sup>th</sup> Street & MLK**

At 8<sup>th</sup> Street and MLK was Simpson's Dry Cleaners & Laundering owned and operated by James Simpson. Mr. Simpson also operated a funeral home located on the north side of MLK between Dr. Humphries and 8<sup>th</sup> Streets.

Around the corner, heading north on 8<sup>th</sup> Street toward Avenue K on the east side of the Street was The Club Ramona owned by the Kinlaw family, and the Kinlaw oyster house.

Heading south on 8<sup>th</sup> Street, between Avenue I and H, on the north side of the street, was Sam's Place, owned and operated by Sam Stephens and Gladys Ford. In the early 1940s, Sam's Place was home to four establishments: an Ice Cream Parlor; a package

liquor store with a VIP room in the back for White city and county officials who didn't care to be seen drinking alcohol beverages downtown; a drug store; and a dentist office for Dr. Hall, an African American from Port St. Joe Florida.

Heading south on 8<sup>th</sup> Street over to 8<sup>th</sup> and Avenue E was Smith's General Store, owned and operated by Charlie Smith.

### **9<sup>th</sup> Street & MLK**

At 9<sup>th</sup> Street and MLK on the south west corner was Sister Fluellen's Café and across the street was one of John Henry Joseph's juke joints.

### **10<sup>th</sup> Street & MLK**

Continuing south on Avenue MLK at 10<sup>th</sup> Street, heading south toward Avenue I, between 9<sup>th</sup> and 10<sup>th</sup> on the north side of the Avenue was West End Grocery owned and operated George and Mary Clark.

From MLK heading west toward Avenue K was The Sunset juke joint and at the corner of Avenue K and 10<sup>th</sup> Street on the south west corner was the Blue Goose, a juke joint owned and operated by Queen Cooper.

At Avenue L and 10<sup>th</sup> Street on the north east corner was The Flat Top owned and operated by Edith Mae Mills.

Between Avenue L and M on the north side of 10<sup>th</sup> Street was John Henry Joseph's The Seven Seas.

### **Charles Watson Clark Street and MLK**

At Charles Watson Clark Street and MLK, head north to Avenue K. On Avenue K, between 10<sup>th</sup> and Charles Watson Clark Street on

the south side of the Avenue, at the alley is a small building - this was Mrs. Janie Shins Beauty Parlor.

Continue on Charles Watson Street to Avenue M, between M and the Public Housing complex, on the east side of the street was Mr. Andrew Salter's Shop where he sold candy, cookies and novelties.

### **12<sup>th</sup> Street & MLK**

At 12<sup>th</sup> Street and MLK, head north on 12<sup>th</sup> Street and on the west side of the Street is a white cinder block building that was home to a food and novelties store operated by the Speed family. The building was also an oyster house at one point.

Heading north on 12<sup>th</sup> Street out past Avenue M on the west side of the street across from the Public Housing complex was Sugar Hill – a store that sold soft drinks, cold beers, and an assortment of snacks.

### **Cafés & Recreational Establishments**

Fry's Café and Pool Hall

Green Lantern

Royal Café

The Oaks

Sugar Hill

The Hill was a pulsating, vibrant community with multiple commercial establishments where community residents purchased groceries, seafood, and home cooked prepared meals. There were places for dancing, drinking, eating, visiting, and ostentatious joy making.

Today, The Hill is home to people from across the United States and the new residents are not all African American. The community needs gathering spaces, designed to welcome long time Hill

residents and new residents into conversations that create a solid community of 21<sup>st</sup> Century residents on The Hill.



## **Minnie Barefield's Mansion**

The Minnie Barefield mansion was located at this location in Apalachicola. The house was built in 1907 by lumberman Charles Dobson for his mistress, Minnie Barefield, an African descended woman of mixed-race, who owned a brothel in town. The two-story 14-room mansion, constructed of heart pine and cypress, featured high ceilings, eight fireplaces, carved mantels, imported tiles, stained glass windows, and sunny porches overlooking the surrounding area of the Hill. There were leaded, beveled glass windows around the front entrance and there were Tiffany glass windows at the top of the elegant staircase in the main entry hallway of the mansion. The home is nearly identical to the Coombs House (1905) built just two years earlier and believed to have also been the work of one of the Marshall brothers.

Minnie Barefield was the daughter of John and Mary J. Barefield. She was born in Alabama, December 22, 1866. Her brother, Ruben Barefield was the father of Mary Jane Barefield Simpson Tolliver who taught for 46 years in Dunbar, Quinn, and Chapman schools. Mary Jane Tolliver lived in a house across the street from the mansion her entire life. The home Mary Jane and her family lived in was once owned by Minnie Barefield.

Minnie Barefield owned many properties on the Hill. In the 1900 Census, Minnie is the head of her household and living with her at the time of the Census was her brother,

Ruben, age 23, and Charles Dobson listed as a boarder and of the White race.

Minnie Barefield died on December 26, 1917. The cause of death on her death certificate is heart failure. Her remains are interred in the Colored Section of Magnolia Cemetery. Family members report that prior to her death Minnie purchased her coffin and kept it in the enormous attic in the mansion. She also purchased marble sculptures of angels and other figures to adorn her gravesite. These sculptures were removed from the grave by her nephew-in-law, Edward Tolliver, for safe keeping. Unfortunately, the ornamental figurines were stolen after Edward Tolliver's death in 2001.

The mansion was purchased in 1919 by Bishop Allen of Mobile to be used as a convent for Sisters of The Holy Family from New Orleans, one of three Black orders of Catholic nuns in the U.S. The nuns arrived in Apalachicola on February 5, 1920. For the next 47 years, Minnie Barefield's mansion was home to the Sisters assigned to serve the Hill's Black community of Apalachicola. For a time, some of the mansion's rooms were used by the nuns as classrooms until The Holy Family School building opened in 1929.

In 1974, Father Hugh Dolan sold the mansion to Ruth and Eldon Schoelles, and they moved the building to an Eleven Mile tract of land located off of State Road 30A between Port St. Joe and Apalachicola. It took 3-days to move the estimated 165-ton house to its current location.

## Odd Fellows Hall

The Grand Order of Odd Fellows was essentially a mutual aid society. Mutual aid societies were created by Black people throughout the United States starting in the early days of the presence of Black people in the English colonies and climaxing in the late 19th century. Most often, the groups provided benefits related to illness, death, and other family matters as insurance does today. The practical benefits of membership assisted in defraying expenses of burial, sickness, disability, and widowhood. While no exact amounts were ensured to members, the success of the Order suggests its ability to provide a reasonable level of support to those in need. While churches were often charitable within their community regarding these matters, those who attended, either enslaved or free Black people, faced discrimination by those who gave out aid.

One of the key players in the development of the Grand United Order of Odd Fellows in the United States was Peter Ogden, a man of African descent who traveled between New York and Liverpool, England through his service as a steward on a ship. While in England, he became an Odd Fellow and was a member long before the idea of an American lodge for non-whites was considered. Peter Ogden was born in the West Indies and served on the S.S. Patrick Henry as a steward. He was the founder of the Grand United Order of Odd Fellows in America. He reportedly swayed Black people in the United States interested in the Odd Fellows to focus their attention on gaining affiliation with an English lodge rather than lodges in the United States.

By the 1880's, the Odd Fellows underwent a remarkable expansion period and went far beyond the local pockets of membership in the north. The Odd Fellows Hall in Apalachicola FL at 143 Sixth Street was built between 1881 and 1883 as a meeting hall for the local Black fraternal Order.

The period from the end of the Civil War to the First World War has been called the golden age of social fraternities. Emancipation, and jobs in factories, lumber, and other industries brought people together off the farms and gave them more time for leisure activities. Before radio and television fraternal orders provided spaces and places for socialization, sharing and learning about events in the news, and a sense of community. Freemasons, Odd Fellows and Knights of Pythias all had chapters in Apalachicola comprised of Black people. The golden age of social fraternities was a good fit for the communal care approach embraced by Black people to build communities after Emancipation.

The two-story wooden structure originally had a two-story porch just across the southwestern façade facing Sixth Street. The distinctive clipped gables are known as a jerkin head roof. The downstairs space was rented out to businesses. At one point a skating rink was located in the building. The second floor housed the meeting room for the lodge. Besides lodge meetings the space was also used by other organizations and community groups as a meeting space. In 1890 the Odd Fellows Hall hosted a meeting of the black sawmill workers when they decided to go on strike for higher wages. During the construction of the John Gorrie Bridge in the 1930 the hall hosted regular dances.

When Dunbar School for Black students burned down in 1944, the Odd Fellow Hall was school for a portion of the students until a new school was built. The Odd Fellow Hall was used by teachers and students from Dunbar until April 1945 when Wallace M. Quinn High School opened

Eventually the local Odd Fellows disbanded, and the building fell into disuse. After sitting vacant for several years, it was purchased by the City of Apalachicola in 1987 and the structure was renovated into several apartments. The porches stretching down each side of the building were added at this time. The city sold the property in 1998. It is in private ownership today.

**ADDRESS: 143 6<sup>th</sup> Street  
Apalachicola FL**

## Mount Zion Baptist Church

Mt. Zion Baptist Church, once known as First Baptist Church, was established in Apalachicola in 1848 as a Baptist Church for White people. In addition to the white congregants, the church was attended by enslaved people owned by the enslavers who were members of the church. The first clergyman was J. C. Lacy, a White man. After the Civil War, many white people left the city, and the church was given to the colored people who had attended the church with the people who owned them.

Originally the congregation was housed in a wooden sanctuary on the same property where it is located today at the intersection of Avenue E and 8th Street. A second building was erected in 1889 on the site of the first church but it faced 8<sup>th</sup> Street. Both the 1848 and the 1889 buildings were wooden structures. The first Black clergyman at Mt. Zion church was Pastor Benjamin Lopierce who served the congregation during the period after the Civil War until 1880.

In 1917, George H. Marshall, a prominent local Euro American builder, completed the structure that is the church today. Built of cast concrete block with a rusticated surface, the Mount Zion Church is a unique structure in Apalachicola. Stepped parapet gable walls face Avenue E and 8th Street, while a crenelated bell tower nestles in the western intersection of the t-shaped structure. The bell was donated by Mrs. Ruge, wife of a local seafood cannery businessman. Unlike the other churches built in Apalachicola during the first two decades of the twentieth century, the main windows in the Mt. Zion Church are Roman arched, not Gothic.

In 1939, the pastor at Mt. Zion Baptist Church was T. J. Hayes. He received his formal education from Selma University in Selma AL. At this time the church held Sunday School, BYPU, and there was a Women's Missionary Society. There was also an organization for young girls called the Red Circle. Officers of the church included Sarah Philipps, Secretary Board of Trustees, and Horace Nelson, Deacon and Church Clerk.

The structure was rehabilitated in 1988 and 2001 with financial assistance from the Florida Department of State. In the early days of its existence, the church was called by two names, First Baptist Church and Mt. Zion Baptist Church.

**Holy Family School & Church**  
Apalachicola FL

Mercy Paige, a Black resident of Apalachicola, wrote a letter to Bishop Patrick Allen in Mobile AL requesting that he establish a mission in Apalachicola for Black people because the "the field of souls in the area was ripe for the harvest". The year was 1919.

In 1920, Bishop Allen purchased this city block of property for \$3,500. At the time, on the property, there were several small houses and a large fourteen-room mansion. A small house was renovated and used for a chapel, and one of the small houses was used for a rectory. Francis de Sales, a Franciscan Missioner, on sick leave living in the Diocese of Mobile, was appointed pastor at Holy Family.

On February 5, 1920, a group of nuns from the missionary Congregation of the Sisters of the Holy Family (one of three orders of African American nuns in the U.S.) arrived from New Orleans to serve the new mission in Apalachicola. Twenty years before the Civil War of the United States, and before it was legal for such a Congregation to exist, the Sisters of the Holy Family were founded in New Orleans, Louisiana by Henriette Delille, a free woman of color. Co-foundresses of this religious community of African-American women were Juliette Gaudin and Josephine Charles.

Sister Sacred Heart, Mother Superior in New Orleans, selected the name for the Apalachicola parish – Holy Family. She appointed Sister M. Sebastian, Superior of the nuns in Apalachicola. Sister Sebastian, Sister M. Josephine, and Sister M. Barbara arrived in Apalachicola on February 5, 1920. Ten non-Catholics greeted the Sisters when they arrived. The nuns used the fourteen-room, two story mansion as a convent-school.

In 1922, the Sisters were commissioned to open a school, and seventy-seven students enrolled. The majority of the students were non-Catholic. In 1925, there were eighty-five students enrolled in the school. Reverend Thomas H. Massey became pastor at Holy Family in 1926. The increasing enrollments of students supported the need for a school dedicated to this work. The Sisters and Father Massey made it possible for a school to be built. Bishop Toolen dedicated the new school building on August 28, 1928.

The building housed four large classrooms, and an auditorium which was used as a parish church. In 1943 when Holy Family Mission celebrated its Silver Jubilee, there were 125 pupils enrolled in the school with four teachers. There were two grades in each of the four classrooms.

Sister Mary Barbara served the children and residents of The Hill for 32 years and she was the Superior for the nuns during most of her time in Apalachicola. She was deeply loved and respected. Sister Mary Barbara left the Holy Family Mission in 1951.

Father Massey served the people of Apalachicola for 25 years. During his time at Holy Family, he baptized 212 people. When he left in 1951, the parish was served by the Congregation of the Resurrection Fathers with Rev. Stephen Juda replacing Fr. Massey as pastor. On January 2, 1959, the Society of St. Edmund was assigned to serve Holy Family Mission. Rev. Edward Stapleton was pastor for a short time when he was replaced by Father Lawrence Boucher, who remained at the parish until 1968.

The Sisters of the Holy Family served the people of Apalachicola from 1920 until the closing of the mission in 1968. Hundreds of children were taught by the Sisters and the corridors of the building contain many black & white photos of the children, the nuns, and the spaces they used for prayer, teaching/learning, and recreation.

In June 1968, the Sisters of the Holy Family withdrew from the Apalachicola Parish, as did the Edmundite Fathers, and the school closed. On July 1, 1968, Northwest Florida was transferred from the Diocese of Mobile-Birmingham to the Diocese of St. Augustine. Rev. John C. Carroll Bender was then pastor at the Holy Family Church and, St. Patrick, the Catholic Church for White people.

Black parishioners continued to attend mass at the Holy Family Catholic Church which persisted until 1987. In spite of great financial odds, the Church was self-sustaining until its last days.

In 1974, Father Hugh E. Dolan, sold the Holy Family convent to Mr. and Mrs. Schoelles, a white couple, for \$6,000. They paid \$16,000 to have it moved to a site on the Bay between Apalachicola and Port St. Joe. FL.

In 2004, the City of Apalachicola obtained the building from the Diocese. With a variety of funds, including \$50,000 from the Franklin County Tourist Development Council and \$1.5 million from the Florida Department of Elder Affairs, the building was renovated to serve the people of Apalachicola as a Senior Citizen Center. The revitalized building opened in 2012.

**ADDRESS: 203 Dr. Frederick Humphries Street  
Apalachicola Fl**

# FRIENDSHIP MISSIONARY BAPTIST CHURCH

Though the year 1906 is recognized as the official founding of the Friendship Missionary Baptist Church, events, which started two years prior, set in motion the beginnings of the second Missionary Baptist church in Apalachicola. In 1904, those that eventually became the ancestry of the Friendship Family, were initially a part of the Primitive Baptist Church, which was located on 11<sup>th</sup> Street in the Hill Community of Apalachicola. Because of a disagreement that centered on church attendance and finances, several members became displeased with this church and left, aligning themselves with Mount Zion Missionary Baptist Church, the lone Missionary Baptist church in Apalachicola, in its current location on the corner of 8<sup>th</sup> Street and Avenue E. Those members were: Minister Byrd, Sis. Clara Byrd, Dea. Anderson, Sis. Anderson, Dea. Lee, Sis. Gerture Lee, Bro. Iraseal Abraham and Sis. Mary Anderson.

Despite the change in location to their new church home, disputes continued, resulting in those same eight members disassociating themselves from Mount Zion and making the decision to establish a new church elsewhere. In looking on and around the Hill for a suitable location, an empty house at the corner of 8<sup>th</sup> Street and Avenue L, was deemed appropriate for their needs. Those eight determined men and women rented this structure and began a new church, under the spiritual leadership of Minister Byrd and there they worshipped together, with the membership growing from the initial eight members to thirteen (13) dedicated souls.

Minister Byrd led this band of Christians for two years, from 1904-1906, providing spiritual guidance; however, the group decided since they were firmly established as a new church, it was time to call an official pastor to continue on as their spiritual leader. Thus, in 1906, they decided to call Pastor J. C. Sapp to lead their fledging group of parishioners. Pastor Sapp came to Apalachicola from the Tallahassee Association; however, due to dislike from the older preachers in his association, he was refused ordination. Because of this, the members of the still unnamed Apalachicola church, continued in their quest for a pastor and this time, looked towards the west, to the Bethlehem Association (*which later became the New Gulf Coast Missionary Baptist Association.*) There they found Rev. N. A. Tillman.

Pastor Tillman was favorably received by all--the parishioners here in Apalachicola and the association's leaders--and was ordained by the association in 1906. As the first official pastor, Rev. Tillman guided the members into deciding on an official name, with that selection being '*Friendship Missionary Baptist Church.*' As the leader of the now named church, Pastor Tillman is recognized as the founding pastor and with the year being 1906, that year is observed as the official founding year of the Friendship Missionary Baptist Church.

The year 1906 continued to be a year of tremendous change for this group. Not only did they finally get an official pastor and finally decide on an official name, they also recognized the need to have an official residence. Therefore, during this year, the members began working towards this goal. Initially, they purchased a lot from Bert Hills, and later on in the same year, purchased additional land adjacent to the previously-purchased lot. With these two parcels of land on the north side of 9<sup>th</sup> Street between Avenues L and M, they began the process of building their first church structure and fulfilling the goal of having an official residence.



**B**efore the year ended, the hard-working laborers had laid the flooring for their new sanctuary and as they were preparing to build the sides of the structure, Minister Byrd, their first spiritual leader, died. His funeral was the first to be held at the building site, on the newly-finished floor, with those attending the Homegoing service sitting on chairs and stools brought from home.

**B**uilding the church took six years, with the completion occurring in 1911. During that time, the membership grew and there were two pastoral changes, each continuing to lead the Friendship Family with their spiritual guidance.

**I**n 1932, as the result of a fire, two-thirds of the church building was destroyed, with the remaining sections being severely damaged, causing the structure to become weak and develop a serious lean. Upon assessing the situation before them, members were faced with difficult decisions, and determined that with repairs to the still standing, but leaning structure, they could safely secure it so that worship service could still be held on site. Salvaging whatever materials that were still usable, the men of the church, along with assistance from men in the community, were able to prop up the leaning portions of the building with wooden beams and make the sanctuary safe for the congregation's continued, but temporary use. The very next year, in 1933, the members began working on a permanent structure at the same site and this rebuilding project continued for approximately ten (10) years, with the members working diligently to re-create their house of worship.

**U**nder the pastorate of Rev. Christopher Brown in 1965, the members began discussing the building of a brick structure as their church home. For a couple of years, Pastor Brown, who was from Panama City, deliberated with the congregation on this matter, sometimes being embroiled in very intense discussions. Finally, in 1967, he was granted permission to begin building a new brick structure. The wooden church, that had been their second house of worship, had been severely damaged by fire, yet temporarily and eventually permanently rebuilt, was completely torn down, making way for a new and larger brick building.

**D**uring this time of demolishing and building, the congregation continued to fellowship and worship with services being held at the church's parsonage, located at the end of 11<sup>th</sup> Street in the Hill community. Under the direction of Pastor Brown, a builder himself, the members used the parsonage for five years as the new structure was being constructed. Finally, in 1970, the building was completed, and the congregation entered into its new structure, the same one that is used today.

**T**he Friendship Missionary Baptist Church has been an important contributor to the Hill Community, the City of Apalachicola, and the County of Franklin since its inception, and continues its legacy of service to our God and service to His children. During these years of service, three buildings have housed the congregation: the initial rented structure on the corner of 8th Street and Avenue L where the fledgling band met after leaving Mount Zion, their first structure which was built, damaged, and rebuilt on the site of the current location on 9th Street between Avenue L and Avenue M, and finally the current brick structure, built following the destruction of the fire-ravaged and repaired wooden structure.

During the mid-90s, the Friendship Family adopted its motto: *"You always have a friend at Friendship!"* This phrase was created by member, Sis. Keeva Gatlin, and continues to be the signature statement for the church, boldly proclaimed throughout the community, just as the members boldly proclaim that we have a friend in Jesus.

From the days of its humble beginning in 1904, a small assemblage of believers, to the present, a strong congregation of servants, the Friendship pulpit has been home to twelve (12) spiritual leaders. These twelve men of the Gospel, listed below, were each charged with a calling to fulfill, that of teaching and guiding, preaching and healing, saving and serving, as they continued their work on the battlefield, doing their Master's Will, sharing the mighty Word with their parishioners and winning souls for the Lord. Page | 3

- 1904--1906: Minister Byrd (not an official church)
- 1906--1906: Pastor J. C. Sapp
- 1906--1916: Pastor N. A. Tillman
- 1916--1918: Pastor Webb
- 1918--1923: Pastor Hopkins
- 1923--1930: Pastor Maine
- 1930--1965: Pastor D. F. Battles
- 1965--1971: Pastor Christopher Brown
- 1971--1974: Pastor John R. Bowers
- 1974--1994: Pastor George Waddell
- 1994--1999: Pastor Johnny Curry
- 1999--present: Pastor James Williams

In reflecting on the rich and distinct heritage of the Friendship Missionary Baptist Church, we are reminded of the goodness of our Heavenly Father and give thanks to Him for His many blessings, down through these years. As we reminisce on our illustrious past in our preparations for embarking on future journeys, we shall continuously seek out and listen to the wisdom imparted from our elders, following the words of Moses who advised us in Deuteronomy 32:7 to always *"Remember the days of old"*. We must also make efforts to nurture our union as a church family, for *"The body is a unit, though it is made up of many parts; and though all its parts are many, they form one body,"* words from a letter written by the Apostle Paul in 1 Corinthians 12:12.

Just as those original eight Christians united together in 1904 and through their faith in God, established a bond that has now withstood more than a centennial of moments, the Friendship Family, under the leadership of our anointed spiritual leader, Pastor James Williams, continues to dedicate our hearts, our souls and our labors to maintaining and growing our church's ministry, doing such as one Body united in love; love for our Heavenly Father, for each other and for each of you, holding true to our motto . . .

***"You always have a friend . . . at Friendship!"***

~This history was written by Sis. Elinor Mount-Simmons, Church Secretary/Clerk,

*in collaboration with Deacon Noah Lockley, Sr., Church Historian (deceased 2020).  
Additional historical references were contributed by members: Mother Katie Bell (deceased 2011),  
Deacon Clarence Williams (deceased November 2015) and Mother Willie Williams, with further  
assistance from Sis. Sarah Mount of First Mount Moriah Baptist Church (Panama City).  
Scriptural references were supplied by Pastor James Williams and Sis. Mount-Simmons.*

## Paul Laurence Dunbar School

At the end of the Civil War, Emanuel Smith, a formerly enslaved man who became a member of the local school board in Apalachicola during Reconstruction, wrote to the American Missionary Association for help in establishing a school in Apalachicola for people of African descent.

Ezekial W. Walton, a minister of St. Paul AME Church and great-grandfather of Rose McCoy-Thomas, signed a contract on July 11, 1892 for \$123 to build the first school for African Americans in Apalachicola. The school was located on the north end of Eighth Street and Avenue M. Before the turn of the 20<sup>th</sup> Century, instruction at the school accommodated grades one through five.<sup>1</sup> In the early part of the 20<sup>th</sup> Century, three more grades were added. The addition of the three grades advanced the educational programs and made it possible for students to complete grammar school. Upon obtaining grammar school status, the school's name was changed from "The Colored School of Apalachicola", to "Paul Laurence Dunbar School", for the African American poet.

One of **Dunbar's first principals was Gaddis C. Hall**. The school's seven teachers taught grades one through eight. Black families who could afford to do so, sent their children away to Tallahassee, Jacksonville, St. Augustine, New Orleans, and other places to stay with relatives or friends in cities where there were high schools for Black people.

Beginning in the 1928-29 school year, the ninth grade was added. In 1929-30, the tenth grade was added. At that point no additional grades were added which resulted in families again having to make great sacrifices to send their children away to school. Mr. Charles Watson-Clark, renowned educator in Franklin County wrote, "I graduated three times before finishing high school."

The school board provided six months of school for Black students. White students received eight months of school. One White resident thought this arrangement unfair and agreed to pay the salaries of Black teachers for one month to extend the school year to seven months for Black Students. Black parents raised money to pay teachers for one additional month of instruction bringing the total months of in-school instruction for Black students to eight months.

---

<sup>1</sup> Before 1928, there were four schools for Black children in Franklin County – one was located in Creels; and, one in Green Point – both were one-room schoolhouses with one teacher. The teacher offered instruction for children in grades one through six. The school in Carrabelle had two teachers, and the teachers taught all subjects for grades one to eight. Dunbar was the fourth school for Black people in Franklin County.

There were no free books for Black students. Parents pooled money to buy books that were shared. Most of the drinking water at Dunbar High School came from "Cool Spring", a natural freshwater spring located near the school. Teachers would send boys with buckets and dippers to get water for the school. On cold days, students would go out to gather pinecones for the wood burning stoves that provided heat in the school.

In 1933, the school board made Dunbar a high school. The board permitted one grade per year to be added, culminating in the first Dunbar graduating class in 1936. The names of the graduates are as follows: **Farris Lee Rhodes, Senetta Capers, Willie Hazel Glenn, Rita A. Speed, Emma Lee Johnson, Mattie Lee Speed, Eddie Byrd, Clifford Jackson, Charles Kilby, Hayward Glenn, Robert Sutton, Frances Russ, and Fredrick Jenkins.** Only two of the thirteen graduates remained in Apalachicola. The other graduates joined the Great Migration out of Apalachicola in search of brighter futures.

In the 1942/43 school year, Dunbar burned down. Classes were held in the **Masonic and Odd Fellows Halls on 6<sup>th</sup> Street.** Wallace M. Quinn, the owner of a local menhaden (pogie) plant, donated twenty-one acres of land as the site for a new school for Black people. Wallace M. Quinn High School opened in April 1945. In 1945, Quinn High School was the most modern school for Black people in North West Florida.

The African American teachers with the longest service to Dunbar and Wallace M. Quinn High Schools are: Louise Carter Baker (46 years), Mary Jane Barefield Tolliver (46 years), Mary Thomas Edwards (42 years), Ruby Tampa (41 years), Maude Thomas Wynn (36 years), Gladys Ford (36 years), and Maude Collins (22 years). Maude Thomas Wynn and Mary Thomas Edwards were sisters. Mary Edwards graduated from Florida State Normal & Industrial School, now Florida A&M University, in 1908.

Dunbar photo courtesy of Dreamal Worthen

Quinn High School graduation photos courtesy of Franklin County School Board

**FIRST BORN CHURCH OF THE LIVING GOD**  
**APALACHICOLA FL**

*"Follow peace with all people, and holiness without which no one shall see the Lord."*  
Hebrews 12:14

During the year of 1914/1915, a group of Elders and Missionaries came to this city preaching and teaching Holiness. Quite a few people received the gift of the Holy Ghost along with speaking in other tongues. The names of some who came recruiting souls to be saved were: Bishop J. O. Croom, Elder S. P. Croom, Mother Goosbie<sup>1</sup>, Missionary Weeks<sup>2</sup>, Missionary Frances Goodson, and a few more from the early church.

Elder James "Jim" Baker, a citizen of the city, worked out of town during the week, and it was during his time away that he received the Baptism of the Holy Ghost. After his conversion, services were held in his home with his family in Apalachicola on 9<sup>th</sup> Street and Avenue M. His wife and most of his children were saved during that time, as were, Missionary Mamye Hines (mother of Mrs. Catharine Walton) Sister Arstene Young Posser, Sister Mozell Allen Staley, Sister Carrie Tilman, and Sister Mamie Davis (Sister Freddie May Bailey's mother).

In 1918, my mother, Missionary Ella Mitchell Breedlove, Sister Lena Tilman, and not long after, Mother Mary Thomas Edwards received this beautiful gift.

As membership began to grow, the first place of worship was the Seventh Star Lodge on 10<sup>th</sup> Street and Avenue I. The second place was the Open Top Hall between 7<sup>th</sup> and 8<sup>th</sup> Street and Avenue K, where the Church of God in Christ stands today. The third place was where Mr. Alex Simpson taught at his private school. During that time land (where the Temple now stands) was purchased from a white lady, Mrs. Ruge.

A Presbyterian Church that was dedicated in 1912 by white Presbyterians on Highway 98 and Avenue E across from Chapman School was purchased after the church members of that church disbanded. It was moved to the site where the First Born Church is today and was dedicated for the First Born Church in 1918. I feel like we were in the Apalachicola District because of the membership and the beautiful Temple with high ceilings, oak flooring, knotted pine walls, the beautiful pulpit, and altar with swinging vestibule doors. As children we were proud to say, let us go to the House of The Lord.

The first pastor was Elder Bass, and Bishop J. Q. Croom was the first Bishop. In the year 1921, the Bishop appointed Elder A. J. Johnson, who arrived in Apalachicola with his family. They traveled by land to Carrabelle FL, and a boat brought them to Apalachicola. At that time there was no bridge to Apalachicola from Eastpoint.

Deacon Shorty Williams of Carrabelle, along with Sister Ella Breedlove, Sister Della Ray, and Sister Austine Pooser Burns met the family at the dock in Apalachicola and brought them to the parsonage. Elder Jackson was Presiding Elder at that time. The Church paid off its mortgage under the pastorate of Elder A. J. Johnson. Sister Eula C. Johnson Sutton said she had never seen another building like the First Born Church of Apalachicola.

Pastors who served at First Born were: Elder Brown from Indian Pass FL (Mother Langston's father), and Elder G. G. Green. We had a Presiding Elder named McMillian. Elder Croom was a Presiding Elder. In 1932, the year that President Roosevelt was elected, Presiding Elder, A. J. Johnson passed away. It was a sad day to lose a friend during the great depression, but God didn't leave us alone, He brought us out victorious.

<sup>1</sup> I have a photograph of Mother Goosbie. She lived in Thomasville GA

<sup>2</sup> There is a photograph of Missionary Weeks as well. She was from Waycross GA

Elder W. B. Bennett was a great Evangelist during the 1930s who ran revivals in Apalachicola. I received the Gift of the Holy Ghost June 1936. Many others received the Gift: Deacon Shins, Deaconess Shins, Deacon Davis, Deacon Wynn, and Brother David Miller among others. Elder G. G. Green of Panama City pastored the Church for 12 years. Then a misunderstanding came about in the First Born Church. Bishop Croom left the Church and some of the members followed.

I remember, in April 1945, I was awakened during the night or before day, and told the Church was on fire. When we arrived, the Church had burned to the ground. There were sad hearts in the City. The Church that I was born into had gone up in smoke.

The First Born members worshiped in a Lodge Hall. The pastor's name at this time was Elder Crean. While he served as pastor here, he and his wife stayed with Sister Matilda Longwood.

As a child, I remembered my sisters, brother, and I going to Sunday School, morning Service, Home Mission in the evening, and then night Service. In morning and in night service, the church would be filled with members and visitors.

Elder Shepard was the next Pastor. He started to build a block building. After the building was a few feet high, something went wrong. In the meantime, Deacon Richard Davis and Brother Faison of Wewahitchka (Deaconess Charissa Bass Williams' uncle) laid the blocks for this church we now worship in. (only a shell of this building stands on the site today.)

We will never forget Deacon McKinley Shins, the husband of Deaconess Janie L. Shins. He was a faithful deacon and a good leader of the church. I was told he was the first person that had a vision to celebrate the pastor's anniversary.

I shall end this history of the church with the names of the pastors of the First Born Church, mostly in the early 1940s. When reading the names let us all remember to serve and obey the Words of the Lord, because tomorrow isn't promised to us.

Pastors after Bishop Croom:

Elder Crean  
Elder Shepard  
Elder Peterson  
Elder Willis  
Elder Johnson  
Elder Williams

*"The Grace of the Lord Jesus Christ, and Love of God, and the Communion of the Holy Ghost be with you all. In the Name of the Father, and the Holy Ghost, Amen."*

*Researcher: Sister Altonia Breedlove Dawson*

Thanks to Missionary Nancy Davis, Sister Eula C. Johnson Sutton, Sister Maude Thomas Green, and Sister Helen Howe for their assistance in my research.

*Researcher: Sister Altonia Breedlove Dawson*

*This history was disseminated to the public at the 80<sup>th</sup> Anniversary of the First Born Church of the living God held in Apalachicola Fla at 3:00pm on February 10, 2009, Elder Clifford Williams, Pastor.*

## Wallace M. Quinn High School

Wallace M. Quinn High School, grades 1 to 12, was the premier educational institution for Franklin County's Black communities during the years of federal policy that permitted state governments to enforce the separation of Black children into underfunded public schools. Notwithstanding the political intent of the federal policy and state actions, this particular underfunded school for Black people was transformed into a center of excellence by the Black residents and teachers of Franklin County.

The story of providing educational opportunities to Black people in Apalachicola begins immediately after Emancipation spearheaded by Emanuel Smith, formerly enslaved, who was instrumental in organizing church schools, and "The Colored School of Apalachicola". When Dunbar was destroyed by fire in 1943, a new school for Black children was needed.

The possibility of a new school became a reality when Wallace M. Quinn, a Euro-American Maryland businessman who built Menhaden/pogie plants to process oil from fish, purchased and donated to the county 21 acres of land at this site for the construction of a school for Black children. Quinn made this gift to strengthen efforts on behalf of his business to recruit potential Black employees to Apalachicola .

Construction of Quinn High School was completed in April 1945. An Industrial Arts Building was added to the campus in the area where the water park for children now stands, and in 1959, a gymnasium was added complete with locker rooms, storage rooms, and public restrooms. Prior to the construction of the gymnasium, Quinn's girls' and boys' basketball teams competed on an outside court made of asphalt. Lights from cars and trucks parked around the court illuminated the basketball court for night games. On cold nights, heat was provided by fires in burn barrels placed strategically around the asphalt court. Travel to and from away games along the highways of North Florida was often fraught with anxiety, and coaches cautioned students to be quiet as they passed through towns noted for racial bigotry.

*A Dedication of Gymnasium* ceremony was held on Sunday, September 20, 1959, at 4:00 pm for the new gymnasium. The dedicatory address was delivered by Alonzo "Jake" Gaither, legendary football coach and head of the Physical Education Department at Florida Agricultural & Mechanical University.

The grandeur of the ceremony for the dedication of the gymnasium is an indicator of the serious attention brought to every detail of the educational experience at Quinn. In early 1950s, when Charles Watson-Clark was hired to teach mathematics and science at Quinn High, the local school board passed a



rule that no Black student at Quinn was to be taught Algebra 1 & 2, geometry, chemistry, or physics. Only general mathematics and biology were to be taught. Mr. Watson-Clark noted that he knew that this rule was meant to prevent Black students from being competitive. Charles Watson-Clark, with the agreement of Principal Willie L. Speed, prepared two curricula – one was used whenever he was observed by people from the all-white local school board, and the other he taught in classes that were unobserved. He also taught students at his home on the weekends. His quiet activism ensured that graduates of Quinn High School were prepared to pursue degrees in mathematics, and all of the sciences.

When Quinn High administration and faculty requested that Black students be provided instruction in the use of typewriters, the school board gave permission to hire a teacher for the course. However, the board approved the purchase of one typewriter.

Graduates of Wallace M. Quinn High School excelled. A 1953 graduate, Dr. Frederick S. Humphries became the president of two HBCUs, Tennessee A&I University (Nashville TN) and Florida A&M University (Tallahassee FL). Graduates distinguished themselves as college administrators and professors, superintendents of schools, school district administrators, and schoolteachers. One graduate became a postmaster in midtown Manhattan. Others were jurists, physicians, a director of pharmacy at Hubbard/Meharry Medical College, builders, clergy, and many other career paths including all branches of the US military.

In the twenty-two years of its existence, Quinn High was a community school and the center of the African American communities in Franklin County. Students (ages 6 to 18) were bused daily, 48 miles roundtrip, to the school from Carrabelle FL. Black teachers taught generations of children from the same families and for 14 years of its existence, Quinn High had the same principal, Willie L. Speed. Wallace M. Quinn High School was closed in 1967 when schools in Franklin County finally integrated.

This commemorative marker brings into the public square redemptive stories of the sheer will and determination of African American people from all walks of life to acquire an education. These stalwarts were undeterred by the policies of dehumanization enacted by their governments. They created a community school that affirmed and validated their humanity and ensured that they and their progeny had a future filled with respect for self, and love for the humanity and dignity of all people.

## **Magnolia Cemetery "Colored Sections"**

After the Civil War and Emancipation, burial societies (benevolent associations) were established in African American communities throughout the country, and especially in the south. African American people paid small weekly/monthly dues to ensure that their "Homegoing Celebration" (funeral) was carried out in a way that was respectful and honorable. Apalachicola's Hill community had a Pallbearers organization to ensure that this essential part of the burial pageantry was impeccable. Funeral homes and their owners were respected members of the community.

Often, the entire community turned out for a funeral service to honor the deceased. Children were permitted to participate in the mourning rituals and local people provided succor for the bereaved family. The Usher Board members were present for services adorned in white nurses' uniforms. Their solemn duty of attending to the family of the deceased was taken seriously.

Flowers, and plants lined funeral homes and churches. Choirs rehearsed, musicians came together, and pastors as well as community orators prepared eulogies to honor the deceased while simultaneously encouraging the living.

Some historians opine that African Americans placed great emphasis on the Homegoing Service for two reasons: one was prohibitions against the gathering of the enslaved for burials for fear that the enslaved would plot rebellions to free themselves from their condition of servitude. A second reason was to accord to Black people the respect in death that they were denied in life.

In 1913, the City of Apalachicola Florida adopted an ordinance regarding burials in Magnolia Cemetery, located in the north of town. Section 123 of the ordinance read as follows: "The north half of the south quarter of Magnolia Cemetery shall be used as a burial ground for white paupers, and the south half of the south quarter of said cemetery is and shall be used as a burial ground for colored paupers."

"The west quarter of said cemetery shall be used as a burial ground for colored people who desire to buy lots therein, and all that portion of said cemetery on the river side of Central Avenue is and shall be used as a burial ground for white people."

The "Colored Section of Magnolia Cemetery" is the final resting place for the remains of those listed below as well as so many more deserving of our remembrance:

Isaiah Abram

Minnie Barefield

Breedloves

George & Mary Clark

Mary Thomas Edwards

Humphries

McCaskills

Addie Riser

"Bud" Simpson

Speeds

Sam Stephen – Businessman

Evangeline Zeigler White Tolliver

Spence & Sadie Washington

Willie Zeigler White

George & Maud Wynn

William Zeigler

**Snow Hill Colored Cemetery  
Apalachicola FLA.**

“The particularities of a city are what makes it real, living, and shimmering.” Honoring the burial places of the remains of the disinherited is an acknowledgement in death of the lives and the contributions of people legally segregated in rest. This “peculiarity” of Apalachicola makes for a fuller presentation of what makes the city real, living, and shimmering.

According to law of the era, the remains of African descended people were interred in segregated burial grounds. This cemetery was established by a 1929 resolution of the City Commission of Apalachicola.

At the time of its dedication, the road that Snow Hill Cemetery was located on was Old Women’s Bluff Road. Today it is Bluff Road.

The land for the Cemetery was given to the City by Joseph and Elizabeth Messina. What prompted the Messinas to make this gift is not known.

At the time that Snow Hill Cemetery came into existence, there was a Snow Hill African Methodist Episcopal Church nearby. A list of members found in the 1939 Journal of Proceedings and Yearbook of the 32<sup>nd</sup> Annual Session of the West Florida Conference of the African Methodist Church is evidence of the size of the Black population in Apalachicola at the time. There were two AME churches in Apalachicola.

Snow Hill AME Church members listed in the 1939 Yearbook are: A. Dock, Ruby Dawkins, Ella Wilson, Undean Hawkins, Naomi Joseph, Lula Hollinger, Mary Gallon, Elizabeth Simmons, Charlie Dorsey, Cleveland Crumbie, Colman James, Richard Fields, L. B. Peters, Joseph Shaw, Minnie Kirk, Jeanett Foster, John Kirk, W. M. Sapp, John Murphy, Benjamin Morning, Mary Anderson, Willie Murphy, Rosa Mainer, Lillian Bryant, Daisy B. Fields, Lottie Lenett, Elizabeth Harrison, John Brown, Eddie Edwards, Uriah Glenn, Lottie Banks, John H. Joseph, Mary Manuel, Eddie Joseph, Alphonsa Foster, Emma Jackson, Bishop Jackson, D. P. Peters, E. D. Lawrence, Jessie Jordan, Cora Lawrence, Susie Weston, Archie Weston, Bettie Robinson, Henry Robinson, Alice Smith, Estella Harrison, Susie Beaux, Martha Brooks, Raymon Dvesback, H. S. Fulmore, Sarah Johnson, Willie Tillman, Geogiann Mincy, A. F. Glynn, William Arnold, Winnie Morning, and Gillie Kirk McNear.

**St. Paul African Methodist Episcopal Church  
Apalachicola Florida  
Established 1866**

African American churches have stood on this spot for more than 150 years, playing a vital role in the spiritual, educational, and economic growth of the community.

The African Methodist Episcopal Church purchased lots 1 & 2 on block 178 from the City of Apalachicola on April 16, 1866. At that time the Steward Board consisted of: Emanuel Smith, Chairman, John Webster, James Roberts, and Thomas Davis.

Newspaper reports suggest a local church for African Americans in Apalachicola existed as far back as 1858. The first services were held in a nearby blacksmith's shop. A small wooden church was soon built, which was also used as a schoolroom.

An excerpt from the Quadrennial Address of the Bishop of the A.M.E. Church to the General Conference of 1864 underscores the high premium the church placed on education: "We assure you...this is no time to encourage ignorance and mental sloth; to enter the ranks of the ministry, for the education and elevation of millions now issuing out of the house of bondage, require men, not only talented, but well educated; not only well educated, but thoroughly sanctified unto God."

The name of the Church was changed to the St. Paul African Methodist Episcopal Church around 1870, and a Parsonage was built next door in 1882. On December 4, 1892 the congregation took out a \$890 loan from Cypress Lumber Company to construct a larger wooden building. This agreement was signed by the building committee chairman, Rev. T. S. Kirby and Secretary, Rev. E. Walton. The trustees of the Church at the time were: Marvin Roberts, W. G. B. Kinlaw, Prince Venerable, Sam Lane, Sr., Rev. Ellis Ray, George Lot, Ben Baxter, and Charlie Smith (brother of Emanuel Smith).

Under the leadership of Rev. J. M. Wise, the members started to acquire funds for the construction of the current Gothic Revival brick church, which began in 1913 and was completed in 1921. The stained-glass windows were made in Germany. The present church has been in service to its member and community for over a hundred years. A thriving African American community surrounded the church at that time, including a Masonic Lodge on 6th Street and numerous grocery stores and oyster houses.

In 1937, the 32<sup>nd</sup> Annual Session of the West Florida Conference of the African Methodist Church was held in River Junction, Florida with the Right Reverend R. A. Grant, LL.D., Presiding Bishop. Reverend J. H. Tunsell was Pastor of St. Paul A.M.E. at the time. The conference records indicate that the following members of St. Paul A.M.E. contributed financially to the conference: T. E. Gaines, H. D. Lane, Jessie Lane, J. I. Logan, Mary Roberts, Nancy McGee, W. L. Calloway, Lucy Gavins, George Johnson, Prof. Hall, Hood Lee, Mat Rayford, H. L. Howe, Elizabeth Goodson, Sallie Tallie, Ella Johnson, Charlie

Mitchell, Rosa T. Williams, W. T. Allen, Wash Mitchell, N. V. Green, Johnnie Crooms, Norah Rainey, Louise Felton, Hattie Abram, Ruby Tampa, Frank Taylor, J. H. Glynn, George H. Wynn, Sarah Mitchell, Sid Hawkins, P. H. Foster, Willie M. Sweet, A. M. Gavins, Rochell Crooms, Hood Lee, Seth Walton, Minnie Simmons, W. M. Richard, Isaiah Abram, Augusta Capers, Lessie Foster, Mary Lemons, Carrie Lewis, Josephine Simpson, Mary Grace, Manervina Williams, Mandy Allen, James Edwards, M. E. Calvary, Viola Gaines, Ella Butler, Hagger Pope, Minnie Humphries, Rosa L. Rodgers, Bettie Tunsell, E. R. Robertson, Willie Herd, Odeal Speed, Jacy Clay, Retta Speed, Chester Rhodes, Lottie Rhodes, H. D. Lane, W. W. Campbell, J. I. Hogan, S. W. Johnson, Chancy Woods, Gertrude Green, Maude Collins, Amos Lemons, Ruffin Rhodes, Mary J. Barfield, Dora Druce, Nettie Cooper, Geardine Edwards, Giles Smith, Dave Johnson, Eva O'Neal, Rita Perkins, Ellen Jackson, Sadie Feed, Patience Jackson, J. H. Ekles, W. L. Calvary, Herman Gray, T. Louise Simmons, M. J. Eckles, Addie Riser, Frances Riser, Lee Perkins, Mamie James, Albert James, Julia Safore, Julia Love, Annie Murphy, Rebecca Thorton, Rebecca Martin, Mamie Davis, P. A. Collins, Pearl Feed, Julius Buchanan, Sallie Walton, Jennie Cook, Anna Ingram, Emma L. Rhodes, S. Jenkins, Carrie Clark, Olivia Blakley, Rubin Safore, Navin Roberts, James Freeman, Eva Smith, M. J. Walton, Evins Rhodes, Elijah Hawkins, Ella Louise Williams, W. M. Ziegler, Lizzie Elliott, Willie Tampa, Ben Tamps, Charlie Britt, Julia Cobb, N. B. Holmes, Reginald Clark, and R. C. Fortune.

The list of contributors to the 1937 West Florida Conference is evidence of a substantial congregation, which indicates a sizeable Black population in Apalachicola. In addition the members listed were also significant contributors to the economic, social, and educational pursuits of Black people on the Hill.

The St. Paul AME Church suffered serious damage from 1951 and 1986 fires, but the community always came together to fund repairs.

## **City Manager Updates**

**FEBRUARY 2023**

### **Tennis Courts:**

The Parks and Recreation Committee met in January and discussed the possibility of a new pickleball court next to the skate park and/or adding striping to the 6<sup>th</sup> Street tennis courts to allow pickleball. Mick Barlament and members of a group interested in adding pickleball researched companies and gathered quotes that were presented to the Parks and Rec Committee in February. The quote for 3 new asphalt pickleball courts was \$143,750, and the quote to add stripes to the 6<sup>th</sup> Street court was \$1,100. Adding the stripes to the court will not prevent tennis from being played as well. I will get two more quotes for the striping and have the stripes added to the 6<sup>th</sup> Street court.

### **Legislative Update:**

Kate DeLoach (Southern Group) and I met with several State Representatives and Committee staff members in Tallahassee in February to discuss the ACSC Stewardship Act. Kate and I both felt that the meetings were very positive and that we received support from all of the people we met with. We have more meetings scheduled during the Legislative Session, which will begin on March 7, 2023.

### **Old Library/Meeting Room:**

I met with representatives from Howard, a group that specializes in equipment for meeting rooms, to get a quote for recording equipment for the new meeting room. It has been several weeks and I still have not received a quote.

### **Consent Order Updates:**

The TTHM Consent Order has been closed out after samples from the last quarter reported lower than the state mandated maximum contaminate levels. FDEP will require the City to continue monthly THM testing for one year and after that the testing schedule will reduce to quarterly. The other Drinking Water Consent Order will be closed out upon the completion of the recoating project on the water tower. That work should be completed in the next few weeks.

### **WWTP:**

I met with Dewberry engineers and their subcontractors to discuss the engineering for the new WWTP. Design will begin soon and construction should begin as soon as March 2024. The goal expressed to the engineers is to provide as much automation as possible and that the plant will contain equipment that will be easily maintained.

### **Ethics Training:**

It has been a concern of mine for some time that committee members have not been given any training regarding the requirements of the Florida Code of Ethics and/or the Florida Sunshine Law. I have spoken with the Executive Director of the Florida Commission on Ethics, and she agreed to send a staff attorney to provide the City Commission, members of all City Committees, and any interested staff and/or citizens with two hours of ethics training. City Attorney Dan Hartman has agreed to provide two hours of Florida Sunshine Law and Public Records training. This four hours will comply with the state requirement for elected officials if any Commissioner has not already taken the training online. I spoke with Carrabelle Mayor Brenda LaPaz, who stated that members of the Carrabelle City Commission may be interested in attending as well. Obviously there will be public notice requirements that must be adhered to. I would like the Commission to select a date that is convenient for everyone in late April or May and I will reach back out to the Commission on Ethics to schedule.



# Grant Updates – Kendall Falkner

City Commission Meeting – Tuesday, March 7<sup>th</sup>, 2023

---

## 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.**

## 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.**

## 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.**

**5. 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 the 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 the phase I, as recommended in that report. (We have to 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 inquiries/agreement!**

**6. Water Treatment Plant Improvements - Rural Infrastructure Fund – DEO FY 21/22**

**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.

Funded:

- 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!**

**7. 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. We should receive official notification of funding on about July 1 of 2023. This is great news!**

**8. 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.**
- **Bay Media has completed a draft of recommended comp plan changes and will present at March 7 workshop with City Commission and March 13 with Planning and Zoning**
- **Comp Plan scheduled for 3/7.**

**9. 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.**

**10. 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.

#### **11. 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.

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. Staff will seek an extension for this project from DHR.

City Hall – City rejected both bids received on round two of RFP because estimated costs exceed amount of funding. City is preparing change of scope to submit to DHR and revising deliverables to better fit amount of funding available.

Once approved, City will readvertise RFP for work. Staff will seek an extension for this project from DHR.

#### **12. Grants Update -**

- a. **FDOT City Landscaping** – City was reimbursed for \$193k landscaping costs after FDOT inspection and reimbursement package sent in. Landscaping and maintenance have been “completed.”
  - i. There were issues with the grass drying out during the maintenance period, Gaskin to extend maintenance and re-plant as necessary per our contract and their warranty. **Re-plant pushed to March to avoid frost during establishment – Dan is in contact.**
  - ii. Filed for last bit of reimbursement in November. (6k)
  - iii. **Reimbursement of remaining 6k received and project closeout complete!**
  - iv. **Waiting for re-plant in 2023 per contract warranty.**
  
- b. **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!
  - i. **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.
  - ii. 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.
  - iii. **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**
  - iv. **Met with DEO via Teams meeting along with Grant Administrator from Gouras and Associates. We are waiting for the task order from Dewberry and pushing Engineering and Environmental status by end of week (Friday March 3, 2023).**
  
- c. **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.**

- 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.
  - 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.
- d. **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)**
- i. **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.

- e. **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. The council is to award on 3/7 with a contract execution occurring during March.**

f. **Michael FEMA Projects Updates**

- i. **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.**
- ii. **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).**
- iii. **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 be changed with FEMA before beginning. **Currently working on scope change to submit to FEMA for approval.**

- iv. **Old City Hall and HCA Contents loss** – Ordering replacement items from loss. (Funding already received – 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.
- v. **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.** **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

vi.

- g. **Department of Historical Resources 2023 Small Matching Grant – Black History Trail. FUNDED!** Scope slightly changed as some work has already been completed. (signage)

- i. **Agreement has been signed and scope modified!**
- ii. **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 15<sup>th</sup>**
  - 2. Graphic Design of Signs + StoryMap complete **by June 30<sup>th</sup>**
  - 3. Fabrication of Signs + Storymap Live on Web **by July 30<sup>th</sup>**
  - 4. Site Prep & Installation of Signs + Project Closeout **by August 31<sup>st</sup>**
- iii. **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. (All designs will go through a****

**workshop/board action process again to make sure all comments are taken into consideration.)**

iv. **Workshop and Board Action Request on 3/7**

**13. DEP Applications – 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 be 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.**

**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! (1/31/23)**
- **First deliverables met!**

#### **14. USDA Water Street Sidewalk and Lighting –**

**Construction by CWR Contracting, Inc. is in progress! Have made first payment and are filing for reimbursement. Second payment has been made and are filing for reimbursement. There has been an issue with power poles needing to be relocated to finish the project in 2 spots – extension has been requested.**

- **CWR has completed their work – the power poles have been relocated and City staff is completing the last bit of concrete sidewalks to finish out this project.**
- **Finance is working on reimbursements.**
- **Reimbursements submitted 2/28/23.**

#### **15. Coronavirus State and Local Fiscal Recovery Funds (SLFRF) – American Rescue Plan**

The City formerly made 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.**

*\*All information included in this report is accurate as of March 1, 2023 at 3:00pm. After that time, information is subject to change. If you have any questions, please send them to [kfalkner@cityofapalachicola.com](mailto:kfalkner@cityofapalachicola.com)!*

# Finance Director – Mark Gerspacher

## City Commission Meeting – March 7, 2023 – 4:00pm

**1. 2020 – 2021 Audit**

Audit has been submitted to the state

**2. Banyan**

Utility Billing information is being converted and once complete will begin training. Chart of Accounts is ready and conversion of data will begin followed by Training.

**3. Capital Projects**

A list of capital projects funded in the budget has been handed out with status of each project

**4. 5 – Year Capital Improvement Plan**

We are working on a 5 year Capital Improvement plan. I have attached the template for the document with the projects that have been funded in the current year budget. I will be adding the projects that have been funded by grants once we can determine the correct year to put them in. Please let us know any projects you would like to see funded over the next five years.

Project	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	Funded	Funding Source
<b>Water</b>							
Truck	48,000					Funded	Budget
Valve Exerciser	12,000					Funded	Budget
5th Street Water Tower Refurbishment	275,000					Funded	Budget
Fire Hydrants	445,000					Funded	Budget
Drinking Water Consulting Fees	150,000					Funded	ARPA
<b>Wastewater</b>							
Lift Station Repair	30,000					Funded	Budget
Flovac	297,706					Funded	Budget
Vacuum Controllers	35,088					Funded	Budget
Dike Repairs	50,000					Funded	Budget
SBR Valves	19,000					Funded	Budget
Compost Drying Bed	10,000					Funded	Budget
VAC Station Controls	90,000					Funded	Budget
Blow Motor x 2	36,000					Funded	Budget
Influent Meter	7,000					Funded	Budget
Truck	45,000					Funded	Budget
Reuse Ground Storage Refurb	55,000					Funded	Budget
Filter Feed Pumps	25,000					Funded	Budget
Turbidity Meter	10,000					Funded	Budget
Autocrane for pulling Pumps	12,000					Funded	Budget
Bar Screens	75,000					Funded	Budget
<b>Administration</b>							
City Hall Improvements	25,000					Funded	Budget
<b>Scipio Creek</b>							
Scipio Creek Electrical	250,000					Funded	ARPA



# **ATTORNEY REPORT**

**TO:** City Commission, City of Apalachicola  
**FROM:** Daniel W. Hartman, Esq.  
**DATE:** March 2023  
**SUBJ:** City Attorney Report for Commission Meeting

---

## **1. Authorization for Initiation of Legal Proceedings**

The purpose of this item is to request guidance/authorization to file suit if necessary on a number Code enforcement matters that remain in non-compliance. Also guidance as to how to handle these matters moving forward. Specific to the March 2023 meeting is the ongoing situation at the property owned by Mr. Dana Allen and Mr. Frederic Kahler. The property owners have ignored notices of violation and stop work orders from the code enforcement officer and the building official with respect to improvements on the property. None of the improvements have been approved by Planning and Zoning and the owners continue with construction at the property in direct violation of state law and City Code.

In an unrelated matter, staff and I have been negotiating for warranty work to be performed by Gaskin Contractors, Inc. pursuant to a contract with the City for landscaping installation and short term maintenance along Hwy 98. The negotiations are ongoing but we are not close to resolution. It is my opinion that the City may need to file suit in order to bring this matter to resolution whether through court proceedings or negotiation. I would ask for authorization from the Commission to file suit for breach of contract if necessary.

## **2. Utility Bill Adjustment Policies**

Recently there have been a number of situations in which City water sewer utility customers have sought utility bill adjustments. These adjustments are typically related to such issues as:



- Water Meter Misreading
- Posting Error
- Contractor/City use during system maintenance
- Water leak not associated with system connection
- Filling swimming pool (limited to one (1) adjustment in a twelve (12) month period for one (1) billing cycle)

Historically adjustments have been authorized on a case by case basis by the City Manager. After some discussion, I recommend adoption by the City of a standard policy to be applied in such situations. In my experience most governmental and private systems have such a policy in place to deal with such adjustments in a uniform and unbiased manner. The Manager advised that such a policy had been drafted back in 2020 but not adopted (attached). I would ask for authorization to review, revise (as needed) and present the Policy at the April 2023 meeting for consideration.

## **POLICY NO. 001: UTILITY BILL ADJUSTMENTS**

**Section 1:** It shall be the policy of the City of Apalachicola to not adjust balances due on utility accounts, unless the adjustment is warranted by an extenuating circumstance defined within this policy.

**Section 2:** Eligibility for Utility Bill Adjustment

**a. Water and Sewer Utility Adjustment**

Water usage may be considered for adjustment by the City Utility Department or the City Manager if the total month's usage is at least two (2) times the six (6) month average usage. If approved, the Utility Department will determine the gallons approved for credit based on the usage history of the customer in prior comparable periods. Circumstances eligible for utility adjustment include the following:

- *Water Meter Misreading*
- *Posting Error*
- *Contractor/City use during system maintenance*
- *Water leak not associated with system connection*
- *Filling swimming pool (limited to one (1) adjustment in a twelve (12) month period for one (1) billing cycle)*

Water usage approved for credit will be eligible for:

- *100% credit for the related sewer charge, but not more than the six month average.*
- *85% credit for the related water charge, but not more than the six month average.*

Limited to one adjustment in a twelve (12) month period for two billing periods. Utility charges related to water usage determined to be due and payable, but not eligible for adjustment, may be approved by the City Manager for a payment plan over a reasonable amount of time, based upon hardship, but not to exceed twelve (12) months.

**b. Other Adjustments**

Other minor utility adjustments will be considered on a case by case basis by the City Manager. Approval will be reliant upon adequate documentation of the user's grievance.

**Section 3:** All adjustments are to be approved in writing by the City Manager or their designee in the event of an emergency approval needed in the City Manager's absence.

**Section 4:** A listing of all adjustments granted by the City Manager will be forwarded to the Mayor and Commissioners at the close of each billing cycle.

**End of Policy.**

A Workshop of the Apalachicola City Commission was held on Tuesday, February 7, 2023 at 3:00 PM at the Apalachicola Community Center, #1 Bay Avenue, Apalachicola, Florida.

Present: Mayor Brenda Ash, Commissioner Anita Grove, Commissioner Adrian Elliott, Commissioner Despina George, City Manager Travis Wade, City Attorney Dan Hartman, Finance Director Mark Gerspacher, Bree Robinson, Kendall Faulkner, Lee Mathes

Mayor Ash opened workshop.

**AGENDA ADOPTION**

Motion to adopt agenda made by Commissioner Elliott, seconded by Commissioner Grove. Motion carried 4 to 0.

**COMPREHENSIVE PLAN STATUTORY REVIEW**

Cindy Clark and Rebecca Jetton outlined the statutory requirements that are required to be incorporated into the current Comp Plan and how these requirements affect each element within the current Comp Plan. These requirements must be incorporated before any updates can be made to the existing Comp Plan.

Mayor Ash asked if there was a form to receive public input that could be put on the website.

City Manager Wade stated he will work with website manager to get form posted on website.

Public comment received.

Motion to adjourn made by Commissioner Elliott, seconded by Commissioner Grove. Motion carried 4 to 0.

---

Brenda Ash, Mayor

---

Lee Mathes

A Workshop of the Apalachicola City Commission was held on Tuesday, February 7, 2023, at 3:15PM at the Apalachicola Community Center, #1 Bay Avenue, Apalachicola, Florida.

Present: Mayor Brenda Ash, Commissioner Adrian Elliott, Commissioner Anita Grove, Commissioner Despina George, City Manager Travis Wade, City Attorney Dan Hartman, Finance Director Mark Gerspacher, Lee Mathes, Bree Robinson, Kendall Falkner

Mayor Ash opened workshop.

### AGENDA ADOPTION

Motion to adopt agenda made by Commissioner George, seconded by Commissioner Elliott. Motion carried 4 to 0.

### ELECTION DISCUSSION

Attorney Hartman outlined memorandum dated December 1, 2022, with subject matter being moving date of City elections to coincide with county, state, and national election cycle, and the effect on commissioner terms in office. Attorney Hartman stated based on his research, the City can move the City election scheduled for September 2023 or September 2025 to coincide with the regular November 2024 or 2025 election cycle by ordinance and without a ballot referendum. The Commission can also authorize by ordinance and without referendum the extension of the terms of current sitting Commissioners by over one year necessary to make City elections coincide with the November election cycle.

Mayor Ash stated the runoff election process would also have to be addressed.

Attorney Hartman stated he has not research the runoff election process, but it may be a good idea to have a conversation with the County Supervisor of Elections to see if a runoff election is even feasible anymore.

Commissioner Elliott recommends that for the September 2023 and September 2025 election cycles to set those terms for a 3-year period to get on the even numbered November election cycle.

Commissioner George stated she is not in favor of changing the election cycle, but is more agreeable of the 3 year term for 2 election cycles instead of extending terms of the current board.

Attorney Hartman stated an ordinance can be drafted to accomplish this change.

Commissioner George stated to eliminate or change the runoff election would require a ballot referendum.

Attorney Hartman stated the ballot referendum to remove the runoff election could be placed on the September 2023 ballot.

Commissioner Grove stated she is in favor of changing the election cycle.

Commissioner Elliott stated is in favor of changing the election cycle and recommends setting 3 year terms for the September 2023 and September 2025 elections.

Commissioner George stated she is not in favor of changing the election cycle.

Mayor Ash stated 3 board members are in favor of changing the election cycle and 1 is opposed.

Motion to adjourn made by Commissioner Elliott, seconded by Commissioner Grove. Motion carried 4 to 0.

---

Brenda Ash, Mayor

---

Lee Mathes

A Regular Meeting of the Apalachicola City Commission was held on Tuesday, February 7, 2023 at 4:00 PM at the Apalachicola Community Center, #1 Bay Avenue, Apalachicola, Florida.

Present: Mayor Brenda Ash, Commissioner Adrian Elliott, Commissioner Anita Grove, Commissioner Donna Duncan (Arrived at 5:15 PM), Commissioner Despina George, City Manager Travis Wade, City Attorney Dan Hartman, Finance Director Mark Gerspacher, Bree Robinson, Kendall Falkner, Lee Mathes

Mayor Ash opened regular meeting followed by invocation and pledge.

#### **AGENDA ADOPTION**

Motion to adopt agenda made by Commissioner George, seconded by Commissioner Grove. Motion carried 4 to 0.

#### **PUBLIC COMMENT**

David Levick – Mr. Levick asked the Commission to consider purchasing the old Apalachicola Times building located at 263 Water Street.

Kathleen Binder – Ms. Binder addressed issues regarding Palmer Point development.

#### **EXPENDITURE APPROVAL – DRINKING WATER**

City Manager Wade stated the wiffle balls in the ground storage tank need replacing. The current quote to replace the balls from the company that supplies them is \$14,762.00.

Commissioner George stated the procurement policy requires that quotes be obtained from additional vendors, and if this company is the only company that can supply the wiffle balls, then the sole source paperwork must be completed.

Motion to accept quote from CECO Environmental for \$14,762 to replace wiffle balls in ground storage tank contingent upon City Manager Wade providing sole source documentation made by Commissioner Elliott, seconded by Commissioner Grove. Motion carried 4 to 0.

#### **EXPENDITURE APPROVAL – WWTP MOTOR REPLACEMENT**

City Manager Wade stated a new filter feed pump is needed at the wastewater treatment plant. The current quote to replace the pump is \$10,303.66.

Motion to accept quote from AAG Electric Motors & Pumps for \$10,303.66 to replace filter feed pump at WWTP contingent upon City Manager Wade providing sole source documentation made by Commissioner George, seconded by Commissioner Grove. Motion carried 4 to 0.

**LIBRARY SIDEWALK PROPOSAL**

Motion to replace Library’s gravel pathway to ABC school with a sidewalk to be paid from PALS funds made by Grove, seconded by Commissioner George. Motion carried 4 to 0.

**DEO RIF AWARD – DRINKING WATER STUDY**

Motion to award contract to Dewberry Engineers for DEO Potable Water Planning made by Commissioner Grove, seconded by Commissioner George. Motion carried 4 to 0.

**POLICY PROPOSAL – BACKFLOW PREVENTER INSPECTIONS**

City Manager Wade stated that DEP requires a backflow preventor inspection policy. City Manager Wade proposes the City facilitate the inspections/testing of the devices and charge the amount to the customer on their water bill. This ensures that the inspections/testing are completed timely, the water quality is protected, and that all state requirements are being complied with.

Motion to authorize City Manager Wade to draft a backflow preventer inspection policy and come back before the Commission for final approval made by Commissioner Grove, seconded by Commissioner Elliott. Motion carried 4 to 0.

**CEMETERY MAINTENANCE CONTRACT AWARD**

City Manager Wade stated 3 quotes have been received for monthly mowing and cleaning of the City’s three cemeteries. The lowest quote was obtained from Derek Allen Lawn Service for \$2,750 per month one mowing per month.

Caty Green stated she would like to see this item tabled at this time, because this would completely wipe out the \$25,000 budget line item for cemetery maintenance.

Discussion held.

Mayor Ash recommended item be tabled at this time until a RFP can be drafted and bring back before the Commission in March.

Motion to table item at this time in order to receive additional RFPs and readdress at March meeting made by Commissioner George, seconded by Commissioner Elliott. Motion carried 4 to 0.

**FDOT M-SCOP RESOLUTION APPROVAL**

Attorney Hartman read Resolution 2023-01 in its entirety.

Motion to approve Resolution 2023-01 authorizing the Mayor or City Manager to apply for FDOT funding through the Municipal Small County Outreach Program for resurfacing Commerce Street from Leslie Street to Avenue E made by Commissioner George, seconded by Commissioner Grove. Motion carried 4 to 0.

**NATIONAL PARK SERVICE GRANT AWARD – OLD CITY HALL & HCA BUILDING**

Cindy Clark stated that 2 bids were received for old City Hall. Both bids exceeded the grant amount and neither bid outlined their qualifications for historic preservation. Ms. Clark recommends to negotiate with Monolith Construction contingent upon them providing historic preservation experience. Ms. Clark stated the scope of work will have to be amended to meet the grant amount.

Ms. Clark stated that 2 bids were received for HCA building. Ms. Clark recommends negotiating with Oliver Sperry Renovation and Construction contingent upon them providing historic preservation experience. The bid received was within allotted grant funds.

Discussion held.

Attorney Hartman stated regarding the bids received for old City Hall, because all bids received were higher than the grant amount, the City should reject all bids, revise the scope of work, and readvertise for RFPs.

Motion to reject all bids received for old City Hall project, revise the scope of work, and readvertise for RFPs made by Commissioner George, seconded by Commissioner Grove. Motion carried 4 to 0.

Motion to award bid in the amount of \$222,680.00 to Oliver Sperry Renovation and Construction to complete work on HCA building made by Commissioner Grove, seconded by Commissioner George. Motion carried 4 to 0.

Commissioner Duncan joined meeting at this time.

**LEGISLATIVE APPROPRIATIONS REQUEST APPROVAL**

City Manager Wade stated the City will be submitting two legislative appropriations request this year and is recommending the requests be the I&I Study and repairing various equipment at the WWTP spray fields.

Motion to accept I&I Study and repairing various equipment at the WWTP spray fields as the two legislative appropriations requests made by Commissioner Grove, seconded by Commissioner George. Motion carried 5 to 0.



**MAYOR & COMMISSIONER’S COMMENTS**

Mayor Ash stated the Chamber of Commerce has agreed to take on the July 3<sup>rd</sup> Event.

Commission thanked John Solomon and Chamber of Commerce for taking on this task.

Mayor Ash stated she has received numerous compliments on how clean the downtown public restrooms have been. Mayor Ash stated HCOLA will be holding the annual Black History Festival February 17<sup>th</sup> – 19<sup>th</sup>.

Commissioner Grove updated Commission on Apalachicola Bay Systems Initiative and also reiterated that projects need to be obligated for the ARPA funds.

Commissioner George stated she would like to see a more detailed budget report that included capital outlay projects.

**CITY MANAGER COMMUNICATIONS – REPORT ATTACHED – EXHIBIT “A”**

City Manager Wade stated because his contract requires him to obtain approval from the Commission for any outside employment, he has been asked to host trivia after regular work hours at a local business and will be paid. Mr. Wade continued stating that he also holds a real estate sales associate license and would like approval to represent buyers/sellers if the opportunity presents itself. Mr. Wade stated neither employment opportunity would interfere with his job duties in any way.

Motion to approve outside employment as outlined by City Manager Wade made by Commissioner Elliott, seconded by Commissioner Duncan. Motion carried 5 to 0.

City Manager Wade updated Commission on various projects.

**GRANTS COORDINATOR COMMUNICATIONS – REPORT ATTACHED – EXHIBIT “B”**

**FINANCE DIRECTOR COMMUNICATIONS – REPORT ATTACHED – EXHIBIT “C”**

**ATTORNEY COMMUNICATIONS – REPORT ATTACHED – EXHIBIT “D”**

**CONSENT AGENDA**

Motion to approve consent agenda made by Commissioner George, seconded by Commissioner Elliott. Motion carried 5 to 0.

**DEPARTMENT REPORTS**

Included within agenda packet.

**ADJOURNMENT**

Motion to adjourn made by Commissioner Elliott, seconded by Commissioner George. Motion carried 5 to 0.

---

Brenda Ash, Mayor

---

Lee Mathes

## City Manager Updates

### JANUARY 2023

#### Leslie Street:

The FDOT SCOP Grants award confirmation has been received, but we are still awaiting an agreement.

#### Old Library/Meeting Room:

I met with Howard, Inc. representatives to get a quote for the sound/recording/video streaming services. The system they are quoting will have microphones that are powered by the console and will not require batteries like the current system. The proposed system will be more user-friendly and allow simple recording and streaming of meetings. However, they have not submitted a quote as of the date of this update.

Robert Osburn met with another roofer for a quote for the roof and as of the date of this update, the roofer has not provided the quote.

A quote of \$1,424.07 was obtained for building materials to complete the build-out of the inside of the building.

#### Outside Employment:

My contract requires that I obtain approval from the Commission for any outside employment. I have been asked to host trivia after regular work hours at a local business and will be paid. Although I will not be an employee of the business, I would like to avoid any appearance of impropriety and secure the Commission's approval before I negotiate with the business. Additionally, I continue to hold a real estate sales associate license and would like approval to represent buyers/sellers if the opportunity presents itself. I will not allow either of these ventures will interfere with my duties as City Manager.

#### Consent Order Updates:

\*TTHM Consent Order: The TTHM average calculated for the last quarter was below the maximum limits. The annual average was also below the maximum limit. Based on this data we have asked FDEP to close out the TTHM Consent Order and reduce the sampling requirement from monthly to quarterly as is stated in the Consent Order. As of the date of this update FDEP has not responded.

\*Drinking Water Plant Consent Order: The last item of compliance on this Consent Order is the repairs/maintenance to the elevated water tower. That work was initiated on February 1, 2023 and is expected to continue for 60 days.

WWTP Final Order: This Final Order will not be closed out until the new WWTP is constructed, but all reports and requirements are being complied with.

# Grant Updates – Bree Robinson/Kendall Falkner

City Commission Meeting – Tuesday, February 7<sup>th</sup>, 2023

---

*\*The City of Apalachicola recently hired Kendall Falkner on January 9<sup>th</sup> to serve as the new Grant Coordinator! Bree will train Kendall and then focus solely on Planning & Zoning as the City Planner. \**

## **1. 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.**

## **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.**

## **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. FWC Florida Boating Improvement Program – Battery Park Boarding Docks**

In 2020, the City was awarded \$10,875.00 from the FWC Florida Boating Improvement Program for the Battery Park Boarding Docks replacement project. In 2021, the City spent \$23,066.85 on the new Battery Park Boarding Docks Project and the work was performed by Polaronis Construction. (The work has been inspected and approved by FWC.) The City was under the impression that we would not be reimbursed the \$10,875.00 due to improper procurement of services, but FWC has come back and offered reimbursement for the award due to the small amount! To be reimbursed we

have to file a Site Dedication with Franklin County for the Battery Park Boat Ramp and FWC and put up a sign at the site. **The requirements have been met, sign has been installed, and the site dedication was filed with Franklin County. Reimbursement should be received any day now with this project closeout.** Contacted FWC rep 12/21 regarding reimbursements, staff is out for holiday.

- **REIMBURSEMENT CHECK MAILED TO CITY! Project closed out.**

**5. Florida Department of Transportation – 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. Waiting for agreement from FDOT, our representative from FDOT said to expect it in 2023 sometime before the funding window opens.**

**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 the 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 the phase I, as recommended in that report. (We have to 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 inquiries/agreement!**

**7. Water Treatment Plant Improvements - Rural Infrastructure Fund – DEO FY 21/22**

**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.

Funded:

- Evaluation of Existing Conditions
- Enhanced Sampling Plan, Hydraulic Modeling, and Treatability Studies
- Alternatives Analysis
- Facilities Plan Report

***We will be using continuing services engineering agreements – this will be an award recommendation at the February 2023 regular City Commission meeting!***

- **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.)**

**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. We should receive official notification of funding on about July 1 of 2023. This is great news!**

**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.**

***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.**

### ***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)

### ***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**

RFPs to select a contractor to complete the repair/restoration on both projects has been advertised and the scope of work for each is on the City website. The period to respond to the RFP for both City Hall and the HCA building was October 20. The City has submitted requests for payment for the first set of deliverables for each project. **The request for payment on HCA has been received; the payment for the City Hall is pending NPS approval of the contract modification. We have resubmitted the payment request for City**



**Hall (payment request #1 \$99,979) because the grant portal shows the grant amendment has been approved.**

**As per DHR, the City has re-advertised both the HCA and City Hall construction projects in accordance with State procurement requirements. New bids are due by January 10, 2023.**

- **Re-advertised bids have been ranked for commission review and selection at Feb. 7 meeting.**

### ***13. Grants Update -***

- a. **FDOT City Landscaping** – City was reimbursed for \$193k landscaping costs after FDOT inspection and reimbursement package sent in. Landscaping and maintenance have been "completed."
  - i. There were issues with the grass drying out during the maintenance period, Gaskin to extend maintenance and re-plant as necessary per our contract and their warranty. **Re-plant pushed to March to avoid frost during establishment – Dan is in contact.**
  - ii. Filed for last bit of reimbursement in November. (6k)
  - iii. **Reimbursement of remaining 6k received and project closeout complete!**
  - iv. **Waiting for re-plant in 2023 per contract warranty.**
- b. **CDBG-DR Infrastructure** – Avenues Stormwater Repair Project 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!
  - i. **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.
  - ii. 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.
- c. **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.**

- 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.**
  - 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.**
- d. **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)**
- i. **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)

- e. **HMGP Market Street Vacuum Station** - 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)
- f. **Michael FEMA Projects Updates**
- i. **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)
  - ii. **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)
  - iii. **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. Gravel, lime rock, asphalt millings, etc.** Scope will have to changed with FEMA before beginning.
  - iv. **Old City Hall and HCA Contents loss** – Ordering replacement items from loss. (Funding already received – 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.
  - v. **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)

- vi. **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)
- g. **Department of Historical Resources 2023 Small Matching Grant – Black History Trail. FUNDED!** Scope slightly changed as some work has already been completed. (signage)
  - i. **Agreement has been signed and scope modified!**
  - ii. **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 15<sup>th</sup>**
    2. Graphic Design of Signs + StoryMap complete **by June 30<sup>th</sup>**
    3. Fabrication of Signs + Storymap Live on Web **by July 30<sup>th</sup>**
    4. Site Prep & Installation of Signs + Project Closeout **by August 31<sup>st</sup>**
  - iii. **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. (All designs will go through a workshop/board action process again to make sure all comments are taken into consideration.)**

**14. DEP Applications – 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 be 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.**

**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! (1/31/23)**

#### **15. USDA Water Street Sidewalk and Lighting –**

**Construction by CWR Contracting, Inc. is in progress! Have made first payment and are filing for reimbursement. Second payment has been made and are filing for reimbursement. There has been an issue with power poles needing to be relocated to finish the project in 2 spots – extension has been requested.**

- **CWR has completed their work – the power poles have been relocated and City staff is completing the last bit of concrete sidewalks to finish out this project.**
- **Finance is working on reimbursements.**

#### **16. Coronavirus State and Local Fiscal Recovery Funds (SLFRF) – American Rescue Plan**

The City formerly made 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.

**All information included in this report is accurate as of January 31<sup>st</sup>, 2023 at 12:00pm. After that time, information is subject to change. If you have any questions, please send them to**

**brobinson@cityofapalachicola.com &**  
**kfalkner@cityofapalachicola.com!**

Finance Director – Mark Gerspacher

City Commission Meeting – February 7, 2023 –  
4:00pm

**1. 2020 – 2021 Audit**

Audit has now been approved and will be submitted to the state as soon as we receive final report

**2. Banyan**

I am working on the new chart of accounts and will complete this week. We have begun the implementation of the Utility Billing

**3. ARPA funds**

Reminder that we have still have \$622,234 in ARPA funds that need to be spent before the end of 2024. At some point we need to come up with a list of projects so that work can be done to get those funds obligated.

**4. Current Year Budget reports**

Attached



CITY OF APALACHICOLA  
 BUDGET TO ACTUAL COMPARISON  
 OCTOBER 1, 2022 - JANUARY 31, 2023

	BUDGET 22-23	ACTUAL THROUGH 1/31/23	BALANCE
<b>INCOME</b>			
<b>1400000 · GENERAL REVENUE</b>			
1411001 · AD VALOREM TAXES	1,617,909	1,049,247	568,662
1412001 · 1/2 CENT SALES TAX	250,000	56,542	193,458
1412002 · MOBILE HOME LICENSE TAX	75	-	75
1412003 · ALCOHOLIC BEV LICENSE TAX	4,000		4,000
1413100 · UTILITY FRANCHISE	188,393	93,807	94,586
1413200 · LOCAL COMMUNICATION TAX	75,000		75,000
1414100 · UTILITY TAX	265,000	72,320	192,680
1415120 · STATE REVENUE SHARING	107,079	32,443	74,636
1421001 · BUSINESS LICENSE FEES	35,000	26,201	8,799
1422001 · BUILDING PERMIT FEES	80,000	51,094	28,906
1422006 · GOLF CART PERMIT	12,000	8,750	3,250
1422007 · TREE APPLICATION FEE	2,250	750	1,500
1422008 · TREE REFORESTATION FUND	5,130	1,710	3,420
1422011 · SIDEWALK PERMITS	1,000	825	175
1430100 · COUNTY FIRE PROTECT-MSBU	37,000		37,000
1430200 · FINES AND FORFEITURES	14,000	5,507	8,493
1430300 · CEMETERY LOTS	10,000	2,507	7,493
1440120 · MISC-EQUIP/PROP RENTAL	35,000	15,653	19,347
1440163 · TRAFFIC LIGHT REIMB	5,000		5,000
1440180 · FARMER MARKET REVENUE	3,000	570	2,430
1440183 · SANITATION FEES	600,000	212,919	387,081
1440184 · SANITATION - ADMINISTRATION FEE	30,000	10,646	19,354
1453210 · FIRING RANGE	10,000	2,282	7,718
1455500 · COMMUNITY GARDEN REVENUE	500		500
1455700 · HISTORY CULTURE REVENUE	20,000		20,000
5410200 · LIBRARY MISC. REVENUE	12,000	2,510	9,490
5410300 · LIBRARY DONATIONS			
<b>TOTAL GENERAL FUND REVENUE</b>	<b>3,419,336</b>	<b>1,646,283</b>	<b>1,773,053</b>
<b>Special Revenue</b>			
6410100 · LOCAL OPTION GAS TAX (LOGT)	71,400	15,663	55,737
<b>TOTAL SPECIAL REVENUE</b>	<b>71,400</b>	<b>15,663</b>	<b>55,737</b>
<b>Program Revenue</b>			
<b>TOTAL PROGRAM REVENUE</b>	<b>1,625</b>	<b>1,625</b>	<b>0</b>
<b>TOTAL GENERAL FUND REVENUE</b>	<b>3,492,361</b>	<b>1,663,571</b>	<b>1,828,790</b>
<b>DEPARTMENT REVENUE</b>			
DRINKING WATER DEPARTMENT (RESTRICTED)	1,041,502	322,402	719,100
SEWER DEPARTMENT (RESTRICTED)	1,651,885	556,323	1,095,562
BATTERY PARK	82,320	24,405	57,915
SCIPPIO CREEK	63,000	22,957	40,043
<b>DEPARTMENT OPERATING EXPENSES</b>			
DRINKING WATER DEPARTMENT - Expenses	1,292,464	356,407	936,057
SEWER DEPARTMENT - Expenses	1,785,053	195,990	1,589,063
BATTERY PARK - Expenses	45,050	9,050	36,000
SCIPPIO CREEK - Expenses	49,380	9,034	40,346
ADMINISTRATION - Expenses	140,328	34,459	105,869
FACILITIES - Expenses	633,275	135,808	497,467
FIRE - Expenses	62,225	4,101	58,124
GOVERNING BODY - Expenses	257,712	81,750	175,962
LIBRARY - Expenses	29,693	10,825	18,868
PARKS & RECREATION - Expenses	85,000	26,631	58,369
POLICE - Expenses	109,456	32,006	77,450
PUBLIC WORKS - Expenses	868,804	59,235	809,569
ZONING/CODE ENFORCEMENT - Expenses	29,695	4,694	25,001
<b>TOTAL EXPENSES</b>	<b>5,388,135</b>	<b>959,990</b>	<b>4,428,145</b>

# **ATTORNEY REPORT**

**TO:** City Commission, City of Apalachicola  
**FROM:** Daniel W. Hartman, Esq.  
**DATE:** February 2023  
**SUBJ:** City Attorney Report for Commission Meeting

---

**1. Litigation – Creamer v. City of Apalachicola (Case No.: 2022 CC 0025)**

The City was sued by Mr. Creamer for Breach of contract. We attended mediation on January 10, 2023. The mediation was successful and resulted in the mediated settlement agreement you have been provided as part of your agenda package. The Settlement includes a full release of the City and dismissal of the Case.

**2. Land Lease for Workforce Housing**

The City Manager and I are working on a draft Lot lease and sample Community Rules and Regulations. Upon completion of a draft set of these documents we will present to the Commission for input, revision and approval.

# ATTORNEY REPORT

**TO:** City Commission, City of Apalachicola  
**FROM:** Daniel W. Hartman, Esq.  
**DATE:** January 2023  
**SUBJ:** City Attorney Report for Commission Meeting

---

1. **Litigation – Hall/Smith/Nall – 7<sup>th</sup> Street (Case No.: 2018 CA 233)**

We attended mediation on August 3, 2022. Resulting from the mediation was the conceptual settlement agreement presented to the Commission at the September 2022 meeting. The Agreement calls for certain stormwater improvements to be made by the parties. At the September 2022 Commission meeting the Commissioners requested additional information as to exactly what improvements were to be constructed in accordance with the engineering studies performed. Smith/Nall have submitted an application for Flood Plain Management Permit as called for in the Agreement. This application contains a more detailed description of the improvements to be constructed. A copy of this application is attached for review. The Settlement agreement must still be approved by the Commission.

A Joint Workshop between the Apalachicola City Commission and Apalachicola Planning & Zoning Board was held on Monday, February 13, 2023, at 5:30 PM at the Apalachicola Community Center, #1 Bay Avenue, Apalachicola, Florida.

City Commission Present: Mayor Brenda Ash, Commissioner Anita Grove, Commissioner Adrian Elliott, Commissioner Despina George, City Manager Travis Wade, City Attorney Dan Hartman, Bree Robinson, Lee Mathes

Planning & Zoning Present: Al Ingle, Lee McLemore, Bobby Miller, Elizabeth Milliken, Chase Galloway

Mayor Ash opened workshop.

**AGENDA ADOPTION**

Motion to adopt amended agenda to include public comment made by Commissioner Grove, seconded by Commissioner George. Motion carried 4 to 0.

**DISCUSSION – HEIGHT ORDINANCE**

Attorney Hartman outlined purpose of holding joint workshop and verified that there is a quorum for both City Commission and Planning & Zoning Board. Attorney Hartman reviewed proposed height ordinance (Ordinance 2022-02).

Planning & Zoning member Bobby Miller thanked City Commission for drafting ordinance.

City Commission expressed support for draft ordinance as it is written.

No public comments.

Motion to adjourn made by Commissioner Elliott, seconded by Commissioner Grove. Motion carried 4 to 0.

---

Brenda Ash, Mayor

---

Lee Mathes

**CITY OF APALACHICOLA**  
PLANNING & ZONING BOARD  
JOINT WORKSHOP & REGULAR MEETING  
MONDAY, February 13<sup>th</sup>, 2023  
Community Center - 1 Bay Avenue  
Minutes

**Attendance:**

- **Al Ingle, Bobby Miller, Lee McLemore, Elizabeth Milliken, Chase Galloway, Joe Taylor**

**Joint Workshop - Height Ordinance: 5:30 PM**

- **City Clerk to publish minutes on City website.**

**Regular Meeting: 6:00 PM**

1. Approval of January 9<sup>th</sup>, 2023 regular meeting minutes.
  - **Motion to approve by Elizabeth Milliken; 2<sup>nd</sup> by Lee McLemore. All in favor – motion carried.**
  
2. Review, Discussion and Decision for Fish Cleaning Station. **(R-2) @ 27 Myrtle Avenue.** Block 8, Lot 16. For A.& D. Ingle -Owner; Contractor: Self
  - **Motion to approve by Lee McLemore; 2<sup>nd</sup> by Joe Taylor. All in favor – motion carried.**
  
3. Review, Discussion and Decision for Fence, Shed, & Additions. **(R-2) @ 157 Avenue I,** Block 139, Lot 1. For G. & R. Striker -Owner; Contractor: Self
  - **Motion to approve by Bobby Miller; 2<sup>nd</sup> by Lee McLemore. All in favor – motion carried.**
  
4. Review, Discussion and Decision for Sign. **(Historic District) (R-1) @ 27 6<sup>th</sup> Street.** Block 14 Lots 6-9. For St. Patrick Catholic Church –Owner; Contractor: TBD
  - **Motion to approve by Joe Taylor; 2<sup>nd</sup> by Chase Galloway. All in favor – motion carried.**
  
5. Review, Discussion and Decision for Mobile Home. **(R-3) @ 356 25<sup>th</sup> Avenue.** Block 221 Lots 1-2. For M. Varnes – Owner; Contractor: TBD
  - **Motion to approve by Lee McLemore; 2<sup>nd</sup> by Elizabeth Milliken. All in favor – motion carried.**

**CITY OF APALACHICOLA**  
PLANNING & ZONING BOARD  
JOINT WORKSHOP & REGULAR MEETING  
MONDAY, February 13<sup>th</sup>, 2023  
Community Center - 1 Bay Avenue  
Minutes

6. Review, Discussion and Decision for Mobile Home & 2 Sheds. **(R-3) @ 444 23<sup>rd</sup> Avenue.** Block 215 Lots 12-14. For E. Pugh & H. Bramlett – Owner; Contractor: Ironwood
  - **Motion to approve contingent upon corner setbacks being met by Chase Galloway; 2<sup>nd</sup> by Bobby Miller. All in favor – motion carried.**
  
7. Review, Discussion and Decision for Carport. **(Historic District) (R-1) @ 17 7<sup>th</sup> Street.** Block 26 Lots ½ of Lot 7 & 30' of Lot 8. For N. McNair – Owner; Contractor: Poloronis
  - **Motion to approve by Elizabeth Milliken; 2<sup>nd</sup> by Lee McLemore. All in favor – motion carried.**
  
8. Review, Discussion and Decision for Shed. **(R-2) @ 164 MLK Ave.** Block 139 Lots 8 & ½ of 7. For C. Darnell – Owner; Contractor: TBD
  - **Motion to approve contingent upon the land swap with G. Coxwell (agenda item 9) being recorded with the Franklin County Property Appraiser Office by Bobby Miller; 2<sup>nd</sup> by Lee McLemore. All in favor – motion carried.**
  
9. Review, Discussion and Decision for Fence, Relocation of Home, & Addition. **(R-2) @ 911 ADDRESS NEEDED.** Block 139 Lots ½ of 7 & ½ of 8. For Apalachicola Development & Land LLC – Owner; Contractor: Construct Group SE Inc.
  - **Motion to approve contingent upon the land swap with C. Darnell (agenda item 8) being recorded with the Franklin County Property Appraiser Office and a 911 Address being allocated for the property by Joe Taylor; 2<sup>nd</sup> by Bobby Miller. All in favor – motion carried.**
  
10. Review, Discussion and Decision for Fence & Decks. **(Historic District) (R-1) @ 232, 228, 226 8<sup>th</sup> Street.** Block 165 Lot 165 Lots ½ of 2, 3, & 17.5 of 4. For Apalachicola Historical Rentals LLC – Owner; Contractor: Self
  - **Motion to approve by Chase Galloway; 2<sup>nd</sup> by Elizabeth Milliken. All in favor – motion carried.**

**CITY OF APALACHICOLA**  
PLANNING & ZONING BOARD  
JOINT WORKSHOP & REGULAR MEETING  
MONDAY, February 13<sup>th</sup>, 2023  
Community Center - 1 Bay Avenue  
Minutes

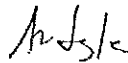
11. Review, Discussion and Decision for Fence, Parking Pad, Deck Addition, and SwimSpa Pad. **(Historic District) (R-1) @ 194 10<sup>th</sup> Street.** Block 157 Lots 3 & 4. For A, & D. Rauscher – Owner; Contractor: Construct Group SE Inc.
- **Motion to approve by Bobby Miller; 2<sup>nd</sup> by Chase Galloway. All in favor – motion carried.**
12. Review, Discussion and Decision for Fence & Gravel Driveway. **(Historic District) (R-1) @ 165 10<sup>th</sup> Street.** Block 159 Lot 8. For K. Lee & H. Arthur – Owner; Contractor: Construct Group SE Inc.
- **Motion to approve by Lee McLemore; 2<sup>nd</sup> by Bobby Miller. All in favor – motion carried.**
13. Review, Discussion and Decision for Signage. **(Historic District) (C-1) @ 100 Market Street.** Block 2 Lots 4 & 5. For Jerry Hall – Owner; Contractor: Self
- **Motion to approve contingent upon all 3 signs being 24SqFt or under & The Grill sign on the corner of the building being left as a historic reference as the name of the business has changed by Bobby Miller; 2<sup>nd</sup> by Elizabeth Milliken. All in favor – motion carried.**
  -

Other/New Business: **N/A**

Outstanding/Unresolved Issues: **N/A**

**Motion to adjourn by Lee McLemore; 2<sup>nd</sup> by Chase Galloway. Meeting adjourned.**

Minutes Approved:



Date: **02/14/23**





**APPOINTED OFFICERS (continued)**

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

**IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:**

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

**DISCLOSURE OF LOCAL OFFICER'S INTEREST**

I, Al Ingle, hereby disclose that on February 13, 2023;

(a) A measure came or will come before my agency which (check one)

- Inured to my special private gain or loss;
- Inured to the special gain or loss of my business associate, \_\_\_\_\_;
- Inured to the special gain or loss of my relative, \_\_\_\_\_;
- Inured to the special gain or loss of \_\_\_\_\_, by whom I am retained; or
- Inured to the special gain or loss of \_\_\_\_\_, which is the parent organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

I submitted to PZ (a Board upon which I serve as Chairman) for approval to construct a fish cleaning station at my home.

Date Filed 2/14/23

Signature Al Ingle

**NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.**

# APALACHICOLA POLICE DEPARTMENT

February 2023

This February, we continue to write tickets for violations of the ordinance for battery park. We are continuing to monitor for violations of the golf cart ordinances. This month, we participated by leading the Black History Month parade. Lt. Davis and Sgt. Richards did patrol at the Mardi Gras parade, as spring breaks are starting extra patrol is required downtown and on the streets as more tourists are arriving.

## February 2023 Totals

Traffic Stops/ Warnings/ citations	24	
Arrests/ Warrant Requests	5	
Traffic Accidents	12	
Burglary/Theft calls	0	
Assist Citizens/ Complaints/investigations		800
Trespass Warnings/agreements	11	
Business alarm calls/building checks/welfare checks		478
assist county call/other agencies	20	
Assist Animal control	1	
Domestic cases involving violence/disturbance calls		2
Total calls from dispatch	1679	

CITY OF APALACHICOLA  
ADMINISTRATION DEPARTMENT  
February 2023

- Updated meeting calendar on website
- Payroll
- Finance Clerk posted revenues, expenses, pay accounts receivables, balance check accounts, purchase orders and tracking, research on all vendor accounts, and order city employee cell phones
- Assist staff with tree applications, utility bill issues
- Staff assisted with Cemetery, utility bills, garbage, permitting issues, city property rentals and other miscellaneous duties
- Completed tasks as assigned by the City Manager/Commission
- Public Records Request
- Annual golf cart sticker renewals
- Business License Renewal Notices and processing by City staff
- Boat launch stickers process

**BUILDING DEPARTMENT**

**February 2023**

- 33 Building Permits Issued
- 7 Building Permits in Process
- 32 Building Inspections
- 1 Fire Safety Inspection
- 4 Certificates of Completion Issued
  
- Daily Phone Inquiries & Emails Answered
- Several On-Site Meetings
- Daily Office Meetings
- Records Requests
- Feb. Building Dept. Fees brought in: \$6,079
- Building Dept. Fees ytd: \$19,267



# CITY OF APALACHICOLA CODE ENFORCEMENT

192 Coach Wagoner Blvd \* Apalachicola, Florida 32320 \* 850-653-8222

---

## CODE ENFORCEMENT OFFICE

February 2023

Attended Admirative Aspects of Code Enforcement class in Panama City, 2/12-2/18.

Attended Tree Committee meeting 2/22

5 Tree Permits.

6 Fence Permits

2 Sign Permits

2 Fill Permits

3 Illegal trailer occupants warned/moved.

Daily Phone Inquiries & Emails Answered

3 Trees that are on city right - of - way that need to be cut, (out for bid).

8 Trees that need to be cut and 2 trimmed in Chestnut Cemetery, (out for bid).

Daily Office Meetings

Set up files for each client.

Patrolled City daily

Rode with Greg visiting trash cleanup sites. (Left ordinance forms with homeowners).

Rode with Chase (APD) touring the city and getting information about certain areas. Also, trained on the chest camera.

**Fees Collected**

**Tree Permits**            **\$ 550 (\$ 250City/ \$ 300Tree Restoration)**

**Fence Permits**           **\$300**

**Fill Permits**             **\$100**

**Sign Permits**            **\$231.67**

---

**TOTAL = \$1,181.67**

## Monthly Report for the Apalachicola Margaret Key Public Library February 2023

### Statistics:

- **2,782 patrons** visited our library this month—**A new record!**
- 25 new accounts opened - 295 patrons used our computers
- 580 books/movies/audiobooks circulated - 505 items donated to the library
- \$426.40 in library revenue - 154 hours donated by our wonderful volunteers
- 10,165 people reached w/ 42 FB posts - 60 accounts reached w/ 28 Instagram posts

February was our busiest month ever, with over 2,500 guests visiting our Library! As February is 'Love Your Library' Month and Black History Month, we celebrated all month long! We had the honor of hosting a memorable "Readings in Black" event with local readers sharing their favorite notable works from Black authors. We also had the privilege to display the "Black Legends" panels, featuring the stories of various prominent local Black leaders. Both activities were in cooperation with H'COLA- The Hillside Coalition of Laborers for Apalachicola. We wish to thank their entire board: Elinor Mount-Simmons, Fonda Davis, Sr., David Walker, Dolores Croom, Soudra Davis, Leon O'Neal, Tami Ray-Hutchinson, Brenda Ash, Melissa West, Sherry O'Neal, and Trina Lockley. We thank you for your partnership, and big Congratulations on 20 years of hosting the African American Festival in Apalachicola!

The library also enjoyed community love from Apalachicola Bay Charter School, with hand-delivered Valentines coming from students at the school. Thank you, ABC Eagles! In the library, we had a Valentine Making Station all month long, for anyone to enjoy. Library volunteer Connie Justice hosted a special Valentines making event with some of our after-school visitors, and we loved to see all the creations!

Another local connection, with the Apalachicola Area Historical Society, allowed the library to install a state-of-the-art microfilm viewer and scanner this month. This scanner is due to a generous donation by former library director, Caroline Kienzle. PALS graciously purchased the computer required for the scanner, and a training was held to teach AAHS members and library staff how to share this technology with the public. The library has decades of Apalachicola history on microfilm—time to explore!

This month we had another record-setting blood drive with One Blood—surpassing the goal to give by 100 percent! We had fun with Chess Club hosted by PALS member, Richard Lenhart, Adult and Kids Yoga each week with Kathy Jansen, Lego Club, Book Club, Craft Circle, Homeschool Hangout, and Books for Babies, with Karen Kessel from Bring Me A Book Franklin. Master Gardener Ted Ruffner, with UF-IFAS, hosted an enlightening workshop on Butterfly Gardening for our area, while Master Gardener Helen Gologowski answered gardening and planting questions on the last Sunday of the month. The library also brought a fascinating STEAM session to Project Impact this month, teaching how blood pumps to the heart with PALS volunteer (and library Superhero!) Richard Lenhart leading the fun.

Finally, every Friday night, PALS hosted our Winter Music Series in February. Local and regional talent performed original works or put their spin on popular songs. Library visitors enjoyed free concerts from Riely O'Connor & Molly Moon, Randy Mims & Carol Harris, Kenny Turner, and Christopher Seepersaud. Many thanks to all the volunteers who donated time each Friday. PALS members and volunteers were Thomas Becknell, Elly Bissen, Janine Gedmin, Connie and Ken Justice, Richard Lenhart, Bonnie Lewis, Liz and Ralph Perkins, Shan Raetzloff, Karen Stead, Bonnie Stewart, and Celia Winterringer. The library was packed with musical love!

Library hours are 10am to 6pm Monday - Friday and Sundays from 12pm to 4pm. We help patrons with reading, writing, and learning; as well as a suite of print/copy/scan/fax/and notary services. We loan books, movies, puzzles, and items from our Library of Things.

**Library Love to All! Lucy Carter, Library Director & Isel Sánchez-Whiteley, Library Assistant**