

**REGULAR MEETING  
APALACHICOLA CITY COMMISSION  
TUESDAY, JULY 7, 2026 – 6:00PM  
COMMISSION MEETING ROOM  
74 6<sup>TH</sup> STREET, APALACHICOLA, FLORIDA 32320**

**AMENEDED GENDA**

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

- I. Call to Order**
  - A. Invocation**
  - B. Pledge of Allegiance**
  
- II. Agenda Adoption**
  
- III. Swearing in of Incoming Chief of Police Chase Richards**
  
- IV. Public Comment**
  
- V. New Business**
  - 1. Review and Approval of Strategic Plan Goals**
  - 2. Audit Findings – Comp Time**
  - 3. Easement Agreement – 400 Kevin Road**
  - 4. Big Bend Scenic Byway – FDOT Approach Marker Permit**
  - 5. Parks & Rec- Bodiford park Plan**
  - 6. Grant Application Approvals – HCA Building & Old City Hall**
  - 7. Grant Application Approval – Drainage Basin Analysis Implementation Project**
  - 8. Grant Application Approval – Mitigation Measures Critical Assets**
  - 9. Raney House- Phase II Grant Support**
  - 10. Grant Application Approval – Avenues Stormwater Retrofit Project**
  - 11. Grant Application Approval – Stormwater Pipe Relining & Backflow Device**
  - 12. Referendum Language- HB 4103**
  - 13. Code Enforcement Hearing Officer Contract**
  - 14. Appointment of Water and Sewer District Board Member**
  - 15. Demo George Building Parking Waiver**
  
- VI. Mayor and Commissioner’s Comments**

**VII. City Manager Communications**

**VIII. Attorney Communications**

**X. Consent Agenda**

**5.5.26 CC PH&RM Minutes; 6.10.26 CC SM Minutes; 6.16.26 CC WS Meeting Minutes  
P&Z June 8, 2026 Meeting Minutes**

**XI. 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: July 7, 2026**

**SUBJECT:** Review and Approval of Strategic Plan Goals

**AGENDA INFORMATION:**

**Agenda Location:** New Business  
**Item Number:** 1  
**Department:** Governing Body  
**Contact:** Charles Chapman – C4 Strategies  
**Presenter:** Charles Chapman

**BRIEF SUMMARY:** At the May 5, 2026 Commission Meeting, C4 Strategies was selected to facilitate a strategic visioning project. Mr. Chapman held a two day session (June 17<sup>th</sup> & June 18<sup>th</sup>) with community members selected by the City Commission to compile goals for the project.

**RECOMMENDED MOTION AND REQUESTED ACTIONS:** Motion to review and approve goals for the two-year strategic plan.

**FUNDING SOURCE:** Governing Body

**ATTACHMENTS:** Phase Two Commission Report – Review & Approval of Goals for the Two-Year Strategic Plan

**STAFF’S COMMENTS AND RECOMMENDATIONS:** Approve

**CITY OF APALACHICOLA, FLORIDA**

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*Two-Year Strategic Plan*

# **Phase Two Commission Report**

**Review and Approval of Goals for the Two-Year Strategic Plan**



Stakeholder Engagement, SWOT Analysis &  
Strategic Goal Development Workshop

**Prepared for the Apalachicola City Commission**

*by C4 Strategies, LLC*

June 19, 2026

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## Strategic Goals for City Commission Review and Approval

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Utilizing the identified strengths, weaknesses, opportunities, and threats the following strategic goals are provided for the City Commission to consider for review and approval:

### **Two Year Strategic Goals:**

- Within two years, the city will take concrete steps to protect and preserve the city's historic character in balance with maximizing the economic value for current and future generations.
- The city will translate city ordinances from legal language into an easy-to-understand guide in printed and online format to help residents, visitors, and other interested parties to understand and comply with the requirements of the city codes.
- Increase citizen involvement by establishing advisory boards that provide input and feedback to the City Commission and staff.
- In order to protect, promote, and preserve the historic waterfront and water resources, the City will create a Waterfront Development Advisory Board.
- Develop a system of accountability measures to illustrate the achievements of department and report them at each commission meeting.
- Develop and implement a workforce development program using partnerships to provide the services.
- The city will take concrete steps to explore increasing the inventory of attainable/affordable housing options for residents
- The city will undertake an analysis and develop an implementation plan to ensure its ability to recruit, hire, and retain the most qualified city employees possible.
- Ensure a successful two-year transition of the City's utility system to the independent special district established by HB 4103 (2026), consistent with legal requirements and industry best practices for customer service quality assurance.

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## Background and Methodology

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Phase 2 – Stakeholder Engagement and Workshop Facilitation began with a public notice of an email address established for the submission of community input as to what they identify as the Strengths, Weaknesses, Opportunities, and Threats facing the City of Apalachicola (government). The dates for the open call for comment through the email address were May 20, 2026, to June 1, 2026, with input taken until June 5, 2026, to allow respondents additional time to submit their comments.

The City of Apalachicola also organized an intensive two-day stakeholder focus group workshop with twenty-five community leaders invited to participate in the facilitated exercise. Email submissions received were summarized and included in the materials the invited stakeholders participating in the two-day focus group utilized in their discussions.

On Day One, participants conducted a Strengths, Weaknesses, Opportunities, and Threats (SWOT) Analysis of the City government. On Day Two, participants developed strategic goals using the SMART framework (Strategic, Achievable, Measurable, Results-Oriented, and Timely).

The outcomes of the individual city commissioner interviews and the stakeholder workshop are compiled below for the City Commission review and approval to proceed to phase 3 of the process. Phase 3 will include city staff developing objectives to achieve the approved goals over the two-year period of the plan.

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## Strengths, Weaknesses, Opportunities, and Threats

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Each category provides the top three ranked features or issues identified by the stakeholder group. Also provided are items that were not ranked and included here for reference.

### Strengths

**Number 1:** Involved citizenry with a new attitude of active engagement and availability to assist the city in service on committees, potential partnerships, and seeking funding sources/alternatives to help gather resources.

**Number 2:** Strong professional leadership in place with a clear understanding of the policy making and oversight role of the City Commission alongside the day-to-day management of the city staff by the City Manager.

**Number 3:** The city's historical, well-planned platting alongside the waterfront location (Bay and River) are key features the city that should prize and utilize in planning, preservation, and development efforts.

### Other strengths identified:

- An expressed renewed desire of city leadership to involve the community in strategic planning and encouragement of the residents to engage.

- The community itself is very supportive of each other. The qualities of the people who call the City of Apalachicola home is a key feature of what makes the city a special place to work, live, and play.

## Weaknesses

**Number One:** The city is inconsistent with enforcing and applying the comprehensive plan, land development code, and building code.

**Number Two:** City owned properties and infrastructure are not operated and maintained in the most desirable manner. Waterfront properties, infrastructure (potable water, wastewater, stormwater, sidewalks) are not modernized to meet today's needs and expectations

**Number Three:** A reputation for city mismanagement (poor planning oversight, inconsistent enforcement of codes, weak fiscal controls, and subjective decision making) is real in the minds of residents. Because of this mindset, there is a disdain for public service and a resistance to becoming engaged.

### Other weaknesses identified:

- Poor communication and public notice practices about meetings, workshops, amendment to commission agendas, and city project updates.
- The ability of the city to recruit, hire, train, and retain the best employees possible.
- A perceived attitude that is resistant to change with too much focus on the past without a vision or desire to advance into the future.
- Lack of expressed city support for residents well being and needs (elder services, youth involvement, affordable housing, economic development/job creation, and the tensions between residents and tourists).

## Opportunities

**Number One:** Improvements to the planning, building, and code enforcement process, procedures, and services to become more professional and predictable including active public education on what is expected and how to comply.

**Number Two:** The city is uniquely positioned to become a desirable transient boating destination with its location to the Apalachicola, Chattahoochee and Flint river systems and the Gulf.

**Number Three:** The city's historical design and character is still viable and preservation efforts are achievable if active management and intentional planning is engaged now.

### Other opportunities identified:

- The community desires and supports the "authenticity" of Apalachicola should be protected providing the city leadership support to make the tough choices to protect the unique qualities of Apalachicola.
- The city possesses the ability to connect the waterfront properties with existing parks into a "riverwalk" destination for residents, businesses, and visitors to enjoy.

- A renovation and re-development of the “Old” high school property into a variety of services including potential housing or training facilities.
- Regional partnerships should be sought out to help enhance the city’s capacity to meet the needs of residents and businesses.

## **Threats**

**Number One:** Aggressive and well-funded developers are considering the City of Apalachicola who are unprepared/underfunded to respond to meet the demand for the planning, building and code enforcement the new development will present.

**Number Two:** Relationship with State legislative leaders is fractured. As such the city is now facing increased state scrutiny and intervention, including the loss of local control in decision making and infrastructure management (HB 4103).

**Number Three:** The availability of qualified workforce will continue to erode as ability to pay competitive wages and the housing stock becomes increasingly limited due to expansion pressure for short-term rental housing increases.

### **Other threats identified:**

- Potential loss of tax and fee revenue resources to fund city operations
- Developer interest inconsistent with the “authenticity” of City of Apalachicola
- The lack of a comprehensive plan to ensure the future of the city will have a balance of future growth consistent with Apalachicola’s history and culture.
- Natural disasters such hurricanes and flooding events.
- Any continued sentiment by city leadership and/or residents to move the city forward due to cynicism, apathy, and distrust of the city government.

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## Appendix A: Community Input Received by Email

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The following input was submitted by community members through the dedicated project email address and is provided for reference alongside the ranked workshop findings above.

### Organizational STRENGTHS

- Strong Existing Legal and Regulatory Foundation
- Unusually Strong Preservation Language in the LDC & Comprehensive Plan
- Home Rule Authority
- Recent Improvements in Community Communications
- Prior Capital Improvement Plan as a Proven Model

### External STRENGTHS

- Historic Identity and Built Environment
- Historic Tourism as a Functioning Economic Engine
- Master Site File as a Ready Determinant of Historic Status
- Exceptionally Knowledgeable and Engaged Resident Base
- Waterfront and Boating Infrastructure as a Functioning Tourism Draw
- African-American History Museum and Cotton Warehouse Restoration as Cultural Capital in Progress

### Priority STRENGTHS

- The LDC's Preservation Framework as a Legal Shield and Policy Anchor
- Historic Character as an Irreplaceable Economic Asset
- The Resident Population as an Untapped Strategic Planning Resource
- The Historic Plat as the City's Foundational Strategic Asset

### Organizational WEAKNESSES

- Incomplete Regulatory Framework
- Absence of Recorded Encroachment Agreements
- Past Agreements of Questionable Legal Validity
- Limited Staff and Administrative Capacity
- Comprehensive Plan Commitments Systematically Unmet
- No Formal Employee Evaluation System
- Building Department Process Lacks Written Policy, Transparency, and Consistency
- Architectural Review Committee Effectively Non-Functional

- No Multi-Year Capital Improvement Planning
- Sidewalk and Road Infrastructure in Documented Disrepair
- Fire Department Capacity Not Keeping Pace with Population Growth

### **External WEAKNESSES**

- Affordable Housing Vulnerability
- “Ask Forgiveness Rather Than Permission” Civic Culture
- Palm Tree Bronzing Disease Spreading Without Adequate Public Awareness or Response Coordination
- Dilapidated Waterfront Properties Suppressing Tax Base and Aesthetic Quality
- Fragmented and Difficult-to-Navigate Boating Access Information
- Absence of Affordable and Senior Housing Options

### **Priority WEAKNESSES**

- The Regulatory Gap Between Temporary and Fixed Encroachments
- Absence of Recorded Agreements as a Title and Governance Failure
- The Gap Between Stated Policy Commitments and Operational Follow-Through
- Code Enforcement Inconsistency as a Public Trust Failure

### **Organizational OPPORTUNITIES**

- Encroachment Ordinance Reform as a Title-Clarity and Market-Confidence Tool
- Building Permit Process as a Low-Cost Enforcement Lever
- “Permitless Public Amenity” Framework as a No-Cost Beautification Strategy
- Five-Year Grace Period as a Managed, Predictable Transition
- Restore and Modernize the Capital Improvement Plan
- Adopt a Written, Published Building Department Process
- Formalize ARC Review with Funded Neutral Expertise
- Adopt Historic Plat Protection Ordinance
- Develop a Centralized Boating Access Platform
- Conduct a Strategic City Property Inventory
- Establish a Proactive Tree Disease Response Program

### **External OPPORTUNITIES**

- Rich Landscape of Peer Municipality Models
- Plain-Language Policy Guide as a Public Trust and Communications Tool

- Boating and Cruising Tourism as an Underdeveloped Revenue Category
- Entrepreneurial Business Recruitment Through Shared Marketplace Model
- Historic District Design Standards as a Developer Recruitment Filter

### **Priority OPPORTUNITIES**

- Recorded Encroachment Agreements as a Self-Reinforcing Governance Mechanism
- Building Permit Trigger as the City's Most Practical Enforcement Entry Point
- The Visioning Process Itself as a Trust-Rebuilding Mechanism
- Waterfront as the City's Highest-Potential Economic Development Zone

### **Organizational THREATS**

- Legal Exposure from Continued Inaction
- Past Agreement Fragility as a Latent Legal Risk
- Comprehensive Plan Non-Compliance as a Legal and Credibility Vulnerability
- Issuing Final Approvals with Open Contingencies
- Staff Empowered to Make Binding Decisions That Should Require Board Action

### **External THREATS**

- Loss of Historic Structures Through Title Uncertainty and Market Attrition
- Aggressive Enforcement Backlash
- “Ask Forgiveness Rather Than Permission” Culture Expanding the Problem
- State Statutory Constraints as a Hard Boundary
- Development Pressure on the Riverfront Without a Guiding Framework
- Large Commercial Vehicle Traffic Damaging Historic Street Infrastructure
- Population Growth Outpacing Public Safety Capacity
- Golf Cart Traffic Safety Conflicts on Key Corridors
- Workforce Recruitment and Retention Constrained by Housing and Amenity Gaps

### **Priority THREATS**

- Irreversible Loss of Historic Built Environment
- Compounding Legal Exposure from the Regulatory Gap
- Development Pressure on the Riverfront in the Absence of a Protective Framework
- The Civic Trust Deficit as a Compounding Governance Threat

## **Community Identified Goals**

- Establish the public trust as the foundational principle of right-of-way governance
- Create a comprehensive, consolidated right-of-way encroachment ordinance
- Develop and maintain a formal registry of encroaching historic structures
- Establish equitable, tiered treatment of encroaching structures
- Require all permitted encroachments to be governed by recorded agreements that run with the land
- Adopt a financial hardship exception mechanism
- Develop a financial hardship accommodation pathway
- Publish a plain-language public guide for city regulations and amenities
- Reduce the Building Department's review and approval process to a written policy
- Establish enforced submission deadlines for special meeting agendas
- Require digital submission and immediate public posting of all commercial applications and any residential application seeking a variance, encroachment, or exception.
- Require a signed Compliance Checklist certified by the City Planner and/or P&Z Chairman as a prerequisite for building permit issuance
- Restore a formal multi-year Capital Improvement Plan
- Establish a formal employee evaluation system
- Make proactive public communications a defined staff responsibility
- Historic Preservation is a Priority
- Economic Development and Waterfront Opportunities
- Housing and Community Sustainability
- Traffic Flow and Parking Capacity

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## Appendix B: Interviews with Mayor and City Commissioners (April 2026)

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*Purpose: Consolidate leadership perspectives to inform strategic plan goal setting decisions.*

### 1. Core Strategic Themes (High Alignment)

#### ***Organizational Modernization***

- Broad consensus that the city is transitioning toward a more professional, structured municipal organization.
- Priorities include standard operating procedures, clear roles, and potential of expanded leadership capacity (e.g., Assistant City Manager).

#### ***Workforce & Housing Interdependency***

- Workforce recruitment and retention challenges are directly tied to housing affordability.
- Competitive compensation, career pathways, and attainable housing are foundational to service delivery.

#### ***Governance Alignment (Commission–Manager Model)***

- Strong agreement on the need to reinforce roles: Commission sets policy; staff executes.
- Gaps persist in consistency, communication, and alignment of priorities.

#### ***State-Level Risk Exposure***

- Significant concern regarding HB 4103, home rule erosion, and property tax reform.
- Weak legislative relationships limit the City's ability to influence outcomes.

#### ***Community Engagement & Communication***

- Engagement is strong during crises but inconsistent otherwise.
- Need for structured, ongoing mechanisms and improved transparency.

#### ***Managed Growth & Preservation of Character***

- Unified preference for controlled, community-informed growth that protects natural and historic assets.

### 2. Secondary Themes (Moderate Alignment)

- Economic Transition: Shift from extractive industries to a diversified, quality-of-life-based economy.
- Intergovernmental Coordination: Opportunities to strengthen collaboration with Franklin County and regional partners.
- Development Processes: Inconsistency in planning, code enforcement, and permitting undermines confidence.

- Fiscal Management: Need for improved budget discipline, audit practices, and grant compliance.
- Civic Identity & Branding: Lack of a clearly defined narrative and proactive communication strategy.
- Aesthetics & Beautification: Physical appearance impacts economic development and community pride.

### 3. Key Risks and Threats

- Utility Governance (HB 4103): Potential loss of local control, financial uncertainty, and rate impacts.
- Home Rule Erosion: Broader statewide trend reducing municipal autonomy.
- Property Tax Reform: Uncertainty in long-term revenue stability.
- Workforce Attrition: Inability to recruit/retain staff due to wages and housing constraints.
- Operational Capacity Gaps: Staffing, expertise, and organizational systems remain underdeveloped.
- External Development Pressure: Risk of growth being shaped by outside interests if not proactively managed.

### 4. Divergent Perspectives (Leadership Variability)

- **Organizational Readiness:**
- Some view current progress as strong and improving; others see ongoing structural dysfunction requiring urgent correction.
- **Staff vs. Commission Roles:**
- Differences in comfort with staff-driven initiatives versus tighter Commission oversight.
- **Framing of External Threats:**
- Variation in emphasis (governance, financial, or strategic implications of state actions).
- **Urgency of Action:**
- Ranges from “strategic advancement” to “organizational recovery/crisis response.”

### 5. Strategic Implications

- **The City is in a transitional phase requiring simultaneous:**
- Organizational stabilization efforts
- Workforce and housing interventions for recruitment and retention
- Governance discipline procedurally and financially
- External advocacy strengthening with the State and Federal delegations
- **Near-term success depends on:**

- Converting alignment on problems into coordinated execution
- Prioritizing foundational systems (people, processes, policies) before expansion of current initiatives or starting something new

## **6. Priority Focus Areas for Action Planning**

- Organizational Structure & Staffing Capacity
- Workforce Strategy (Recruitment and Retention) & Attainable Housing Strategy
- Governance Protocols & Information Flow
- State and Regional Relationship Management
- Community Engagement Framework
- Land Use, Development Standards & Growth Management

*Commission Interview Note: While perspectives vary in emphasis, there is strong overall alignment on the City's core challenges and direction. The primary gap is not vision, but execution capacity and consistency.*

**APALACHICOLA CITY COMMISSION  
REQUEST FOR BOARD ACTION  
Meeting Date: July 7, 2026**

**SUBJECT:**                    Audit Findings – Comp Time

**AGENDA INFORMATION:**

**Agenda Location:**    New Business  
**Item Number:**        2  
**Department:**        Administration  
**Contact:**             Moran and Smith LLP/Auditor  
**Presenter:**          Dan Hartman/Charles Anderson

**BRIEF SUMMARY:**

The City Audit for year ending September 30, 2025 contained a finding related to Compensatory Time Policy Compliance (comp time). This finding is found on page 60 of the Audit attached. The City Commission must decide two matters. The first is how to handle comp time accrued but not used by current employees. Second the City must provide direction on any revisions to or stricter enforcement of the existing policies on comp time. City staff will provide analysis and recommendations for consideration.

**RECOMMENDED MOTION AND REQUESTED ACTIONS:**

1. Authorize the Manager to implement the selected method to address the conditions found in the Audit finding.
2. Identify and direct the City attorney to draft revisions (if any) to existing Policy to ensure that this finding is resolved in subsequent audits.

**FUNDING SOURCE:** N/A

**ATTACHMENTS:**

Audit Finding; List of Employees and corresponding accrued comp time.

**STAFF'S COMMENTS AND RECOMMENDATIONS:**

Payout or otherwise resolve outstanding comp time claims by current employees. Moving forward strictly adhere to overtime and employee classifications.

**CITY OF APALACHICOLA, FLORIDA  
SCHEDULE OF FINDINGS  
FOR THE YEAR ENDED SEPTEMBER 30, 2025**

**Criteria:** A documented physical inventory and inspection of property and equipment should be conducted at least annually as required by the state of Florida per Rule 691-73. Additionally, a reconciliation should be performed between current year additions on the property listing and the capital outlay accounts. The inventory log should be reviewed for errors, and a tagging system should be implemented throughout the city to effectively track the City's assets.

**Effect:** Failing to properly track assets may lead to undetected errors in property and equipment records, increasing the risk of theft or misplacement without the City's awareness. There is also a potential for overstating property and equipment values for assets not disposed of timely. Furthermore, the City may lack necessary documentation related to funding sources, making it difficult to verify asset disposal as required by grantors when applicable.

**Recommendation:** We recommend that the City enhance its procedures for tracking assets, including the proper disposal of assets, in accordance with the requirements set forth in Florida Rule 691-73.

**Management Response:** Management acknowledges the finding and has hired an individual to perform a physical inventory of the City's assets and to reconcile the results to the general ledger. The City will also strengthen procedures for recording and documenting asset disposals going forward.

**2025-004 Overtime Compensatory Time Policy Compliance**

**Condition:** During our review of payroll and personnel policies, we noted the City implemented a practice whereby certain employees accrued compensatory time at one and one-half times overtime hours worked rather than being paid overtime compensation. This practice was reportedly communicated by management approximately two years ago despite the City's written personnel policy prohibiting compensatory time accruals.

**Criteria:** The City's adopted personnel policy provides that nonexempt employees who work in excess of forty hours per week are to be compensated at one and one-half times their regular rate of pay. The policy further states that employees are not permitted to accrue compensatory time in lieu of overtime pay. Management is responsible for ensuring payroll practices comply with adopted policies and applicable Fair Labor Standards Act (FLSA) requirements.

**Effect:** Failure to administer overtime in accordance with adopted personnel policies may result in increased payroll liabilities, inconsistent payroll practices, and potential noncompliance with internal policies and applicable labor regulations.

**Recommendation:** We recommend the City review its overtime and compensatory time practices to ensure compliance with adopted personnel policies and applicable FLSA requirements. Due to the inconsistencies noted, we further recommend that the City Attorney review the City's overtime and compensatory time procedures and provide guidance regarding any necessary corrective action and policy revisions.

**Management Response:** Management concurs with the finding and will consult with the City Attorney regarding the City's overtime and compensatory time policies and practices.

**City of Apalachicola**  
**Personnel Policies and Procedures**  
**Revised January 8, 2019**

**Policy No. 9 – Hours of Work and Overtime**

**1. Work Week and Pay Period**

The standard seven day workweek for the City of Apalachicola is 12:00 a.m. on Saturday to 12:00 midnight on the following Friday. The City office hours are Monday through Friday from 8:00 a.m. to 5:00 p.m. However, many services performed by City employees are essential and some must be provided 24 hours each day, every day of the year. Therefore, City employees may be required to work changing shifts and the number of hours per day may differ.

All employees shall be paid on a bi-weekly basis with the payday being every other Thursday at noon. When a holiday falls on payday Thursday, the payday will be the last workday preceding the holiday. The pay received on payday pays each employee for work performed from the last pay period through the Friday preceding the current payday.

**2. Work Period and Schedule**

The work period and schedule for all divisions will be determined by the City Manager after considering the activities required to meet work needs of particular departments. Full-time, non-exempt, employees (other than public safety shift employees) normally work five 8-hour days per work week and are subject to the overtime provisions set forth in this policy. Public Safety employee's work schedule(s) will be established and maintained in accordance with 29 C.F.R. 553.230.

All employees shall be allowed a lunch period during the work day that shall not exceed one (1) hour. In addition, all employees may be allowed up to 15 minutes for a break in the morning and in the afternoon, when work demands permit. While eating at your workspace is not prohibited, the Town has a duty, under 29 C.F.R. 785.13, to manage the work time of employees. To that end, any employee who stays or eats at their workspace during their designated lunch period, shall perform no work and must be entirely relieved of any and all work duties and responsibilities.

Exempt employees in administrative, professional or managerial positions shall work the number of hours necessary to assure the satisfactory performance of their duties.

When the activities of a particular department require some other schedule to meet work needs, the City Manager may authorize a deviation from the normal schedule.

**3. Compensation Time:**

There shall be no compensation time credited to employees of the City of Apalachicola for work which exceeds the normal forty (40) hour maximum work week. Overtime provisions in this policy will apply in such cases.

#### 4. Overtime:

Employees of the City can be requested and may be required to work overtime hours as necessitated by the needs of the City and determined by the Department Head. All overtime hours worked must be authorized by the City Manager or Department Head.

To the extent that local government jurisdictions are so required, the City shall comply with the Fair Labor Standards Act (FLSA).

The City Manager, following FLSA regulations, shall determine which positions are "non-exempt" and are therefore subject to the Act in areas such as hours of work and work periods, rates of overtime compensation, and other provisions. "Non-exempt" employees will be paid at a straight time rate for hours up to the FLSA established limit for their positions (usually 40 hours in a 7 day consecutive day "work period" and 86 hours for police in a 14 day work period). Hours beyond the FLSA established limit shall be compensated in the appropriate manner outlined below. In determining eligibility for overtime in a work period, only hours actually worked shall be considered. In no event will holidays, vacation, compensatory or sick leave hours be counted toward the total hours for the purpose of overtime compensation.

- (a) Department Heads shall arrange the work schedules of their employees so as to accomplish the required work within the appropriate work periods. Overtime work shall be considered work performed by an employee that exceeds the established work period of the employee. Overtime work must be of an unusual, unscheduled, or emergency nature and be directed or authorized by the Department Head or authorized representative of the Department Head, in writing. Department Heads may require extensive overtime only with the approval of the City Manager.

Whenever practicable, departments will schedule time off on an hour-for-hour basis within the applicable work period for non-exempt employees, instead of paying overtime. When time off within the "work period" cannot be granted, overtime worked will be paid at a time-and-one-half rate, in accordance with FLSA regulations. Department Heads may, with prior approval of the City Manager, pay employees for overtime work when it is not feasible to permit their absence for the purpose of taking time off. Salaried employees in positions with fluctuating work schedules whose salary covers straight time pay for all hours scheduled or required to work, however many or few, may receive half-time pay for any overtime worked. Employees in positions determined to be "exempt" from FLSA (as Executive, Administrative, or Professional staff) will not receive pay for hours worked in excess of their normal work periods. These employees may be granted occasional unofficial compensatory leave where the convenience of the City operations allows.

- (b) The following work periods shall be established for the purpose of calculating overtime earned:
  - (1) Law enforcement personnel shall be assigned to a 14-day work period with a maximum of 86 work hours before accruing overtime.

AUDIT FINDING – COMPENSATORY TIME

Angela Creamer – 33.20 hours - \$1,251.64

Leslie Glaze – 14.50 hours - \$836.51 – Employee switched to exempt salaried status on April 10, 2026

Lee Mathes – 389.32 hours - \$22,459.87 – Employee switched to exempt salaried status on April 10, 2026

Total Owed to Employees - \$24,548.02

**APALACHICOLA CITY COMMISSION  
REQUEST FOR BOARD ACTION  
Meeting Date: July 7, 2026**

**SUBJECT:** Easement Agreement (400 Kevin Road)

**AGENDA INFORMATION:**

**Agenda Location:** New Business  
**Item Number:** 3  
**Department:** Governing Body  
**Contact:** Noble Davidson/Applicant  
**Presenter:** Dan Hartman

**BRIEF SUMMARY:**

Applicant requested an Easement for ingress, egress and utilities over and across a portion of property owned by the City of Apalachicola. The applicant was asked to obtain a survey defining the easement area. I drafted the easement document included in your package. The City property affected was purchased from St. Joe Company in 2003. The easement contemplated connects to and extends an existing easement on the property serving landlocked parcels. A copy of the survey is also attached for reference.

**RECOMMENDED MOTION AND REQUESTED ACTIONS:**

Approve the Easement and authorize Mayor Ash to sign.

**FUNDING SOURCE:** N/A

**ATTACHMENTS:**

Easement agreement, Request, and survey.

**STAFF'S COMMENTS AND RECOMMENDATIONS:**

Recommend approval.

March 24, 2025  
Bree Robinson – Interim City Manager  
192 Coach Wagoner Blvd  
Apalachicola, FL 32320

Ms. Bree Robinson,

I am writing to convey a request for the City of Apalachicola to consider a new non-exclusive easement for ingress, egress and utilities be placed on City of Apalachicola owned Franklin County, FL parcel no. 02-09S-08W-0000-0890-0020 adjacent to and effectively extending existing easement recorded as ORB 760 Page 570. The request for this easement is to allow access to 400 Kevin Rd. Apalachicola, FL 32320 (Franklin County FL Parcel no. 02-09S-08W-0000-0810-0040, owned by the requestor) via Kevin Road, and effectively eliminate the need for a subsequent easement across the property of 2 Dunaway Ln. Apalachicola, FL 32320 (Franklin County FL Parcel no. 02-09S-08W-0000-0810-0000, owned by Stacy Gunter).

The requested easement would encompass a pre-existing driveway already in use by local homeowners and utility companies that was developed by previous property owners of all aforementioned properties. It is proposed that the terms associated with the existing ORB 760 Page 570 easement be extended to the new easement for conditions such as uses, maintenance and repair, etc.

Upon provisional approval from the City of Apalachicola, the requestor will contract and cover associated expenses including survey and legal services to execute the recording of the proposed easement.

Thank you for your consideration,

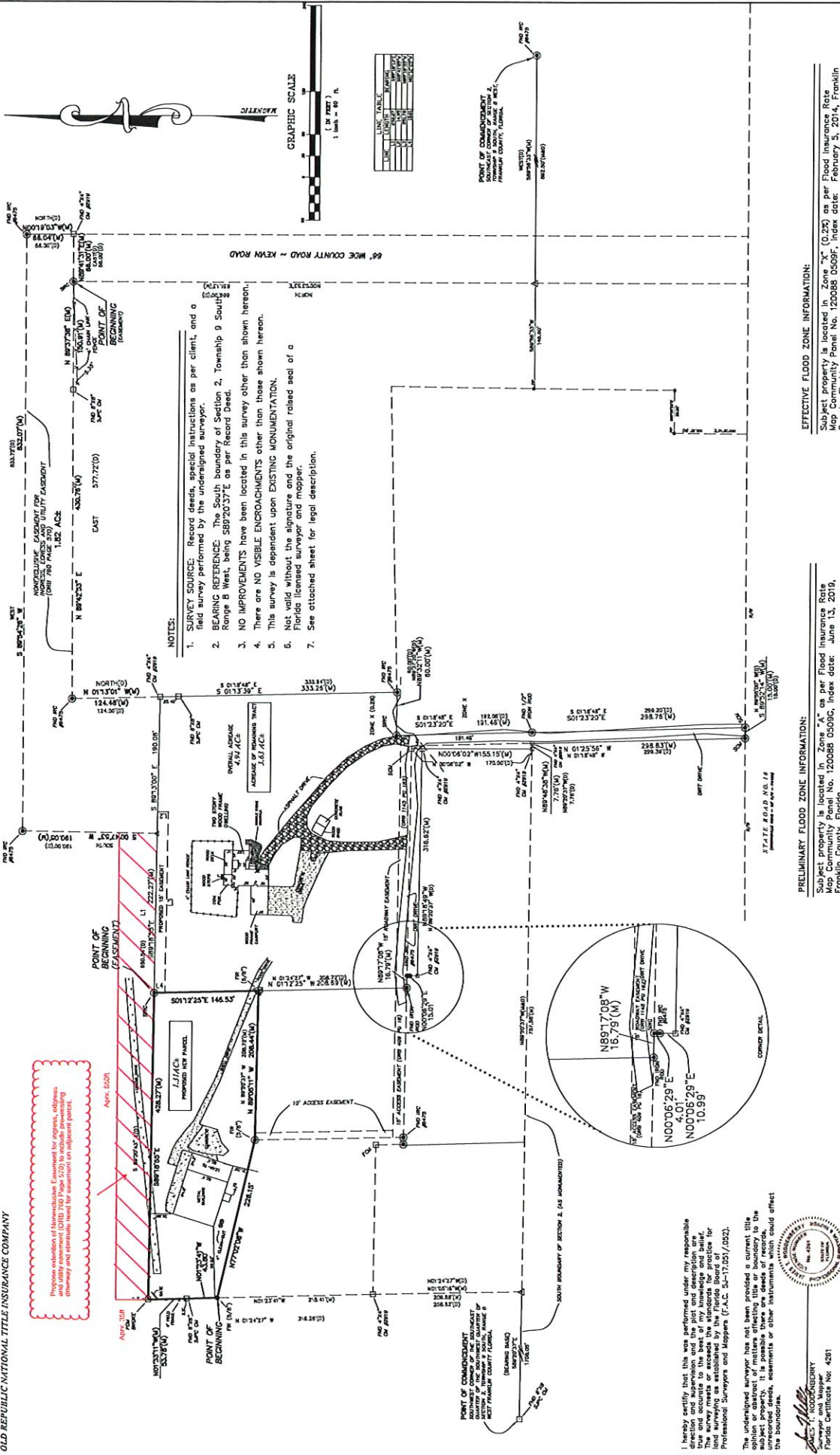


Noble Davidson  
757-333-1578  
Noble.Davidson@gmail.com  
194 11<sup>th</sup> St.  
Apalachicola FL

REFERENCE LIST:

1. Marked up survey indicating size and location of proposed new easement
2. Marked up satellite GIS image indicating size and location of proposed new easement, as well as image of pre-existing driveway
3. Copy of existing ORB 760 Page 570 Easement

PLAT OF BOUNDARY SURVEY CERTIFIED TO:  
 NOBLE DAVIDSON,  
 UNITED BANK,  
 483571 BRANCH BANKS, P.A.,  
 OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY



- NOTES:
1. SURVEY SOURCE: Record deeds, special instructions as per client, and a field survey performed by the undersigned surveyor.
  2. BEARING REFERENCE: The South boundary of Section 2, Township 9 South Range B West, being S89°23'37"E as per Record Deed.
  3. NO IMPROVEMENTS have been located in this survey other than those shown hereon.
  4. There are NO VISIBLE ENCROACHMENTS other than those shown hereon.
  5. This survey is dependent upon EXISTING MONUMENTATION.
  6. Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
  7. See attached sheet for legal description.

LINK TABLE

LINK	DESCRIPTION	DATE
1	LINK 1	08/07/24
2	LINK 2	08/07/24
3	LINK 3	08/07/24
4	LINK 4	08/07/24
5	LINK 5	08/07/24
6	LINK 6	08/07/24
7	LINK 7	08/07/24
8	LINK 8	08/07/24
9	LINK 9	08/07/24
10	LINK 10	08/07/24

PRELIMINARY FLOOD ZONE INFORMATION:  
 Subject property is located in Zone "X" as per Flood Insurance Rate Map Community Panel No. 120088 0509C, issue date: June 13, 2018.

EFFECTIVE FLOOD ZONE INFORMATION:  
 Subject property is located in Zone "X" (0.2%) as per Flood Insurance Rate Map Community Panel No. 120088 0509F, issue date: February 5, 2014, Franklin County, Florida

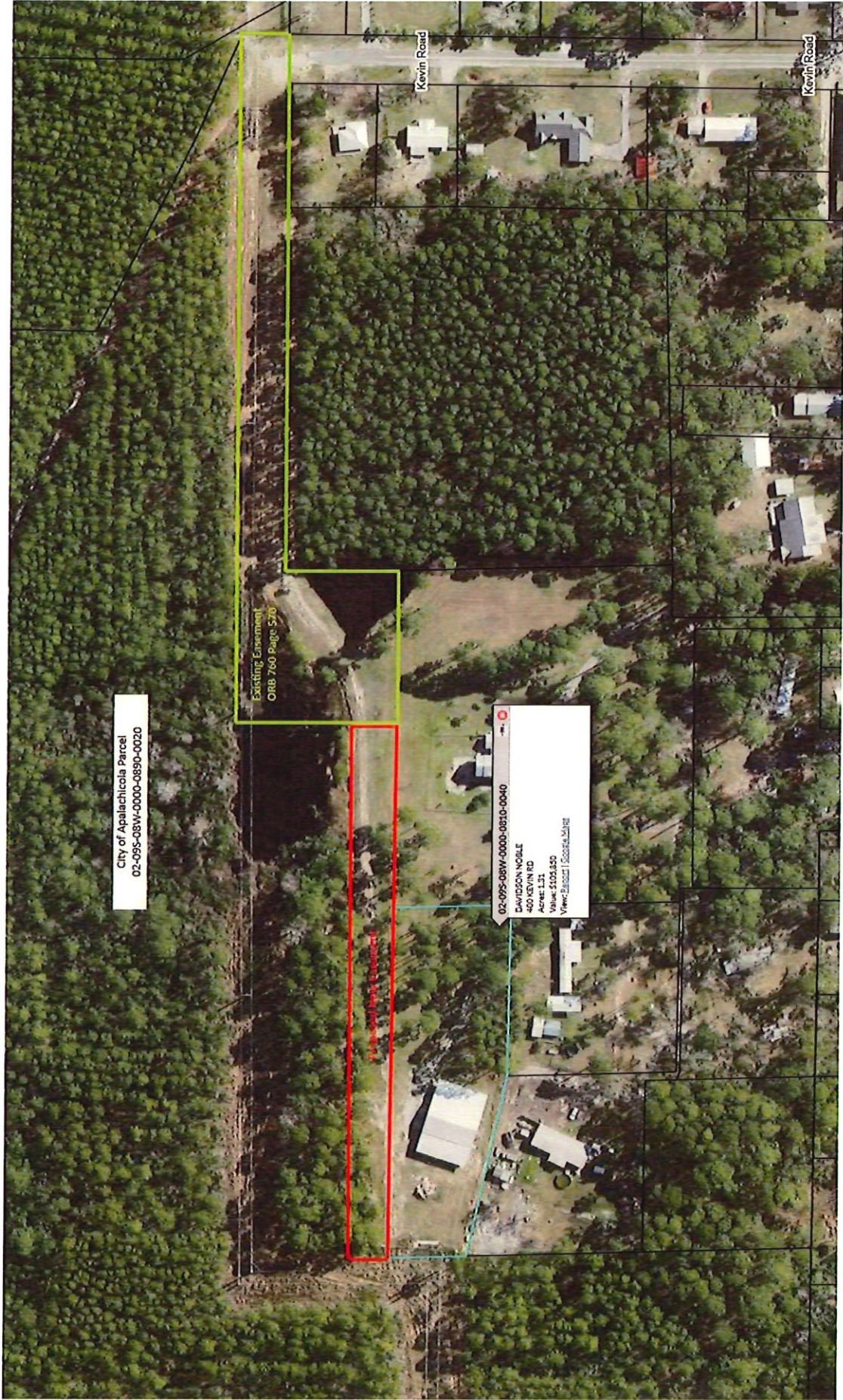
I hereby certify that this was performed under my responsible direction and supervision and the plat and description are true and correct. The survey meets or exceeds the standards for practice for land surveying as established by the Florida Board of Professional Surveyors and Mappers (F.A.C. 30-17.051/.052).

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

Surveyor's Signature: *[Signature]*  
 No. 4291  
 Florida Certificate No. 4291

DATE: 08/07/24	FIELD BOOK PAGE: 05256.DWG	CLIENT: NOBLE DAVIDSON	JOB NO. 05-256
DATE OF LAST FIELD WORK: 08/07/24	COUNTY: FRANKLIN	DRAWN BY: MMD/RCA	SHEET NO. 1 OF 1
LEGEND: [Symbol] [Description] [Symbol] [Description] [Symbol] [Description]		THURMAN RODDENBERRY & ASSOCIATES, INC. PROFESSIONAL SURVEYORS AND MAPPERS P.O. BOX 108 • 125 SHILTON STREET • SOPCHOPPY, FLORIDA 32158 PHONE NUMBER: 904-233-2100 FAX NUMBER: 904-233-2101	

Reference #2



Reference #3

Prepared by and return to:  
Bryan W. Duke, Esq.  
The St. Joe Company  
3800 Esplanade Way, Suite 500  
Tallahassee, Florida 32311

Inst:0200308175 Date:10/20/2003 Time:10:52  
Doc Stamp-Deed 0.70  
*L. J. [Signature]*, Kendall Wade, FRANKLIN County B:760 P:570

**GRANT OF NONEXCLUSIVE EASEMENT**

THIS INDENTURE made and entered into on this 10 day of OCTOBER, 2003, by and between **ST. JOE TIMBERLAND COMPANY OF DELAWARE, L.L.C.**, a Delaware limited liability company, 245 Riverside Avenue, Suite 500, Jacksonville, Florida 32202, "Grantor", and **PHIL A. AND SHIRLEY DUNAWAY**, whose mailing address is P.O. Box 747, Apalachicola, Florida 32329, "Grantee."

WHEREAS, Grantor is seized in fee simple and in possession of that certain real property located in Franklin County, Florida and more particularly described in Exhibit "A" attached hereto ("Easement Parcel"); and

WHEREAS, Grantee is seized in fee simple and in possession of that certain real property located in Franklin County, Florida and more particularly described in Exhibit "B" attached hereto ("Grantee's Property"); and

WHEREAS, Grantor has agreed, in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable considerations to Grantor in hand paid, to convey to Grantee and all other persons claiming by, through or under Grantee, or his heirs, assigns and legal representatives by virtue of any deed or conveyance describing such property, a perpetual, nonexclusive easement over and across the Easement Parcel for (i) vehicular and pedestrian ingress and egress; and (ii) construction, operation and maintenance of roadway and utility improvements.

NOW, THIS INDENTURE, WITNESSETH:

For the aforementioned consideration and other good and valuable considerations, receipt of which is hereby acknowledged, Grantor grants unto Grantee, as well as Grantee's heirs and assigns, successors in title, a perpetual, nonexclusive easement over and across the Easement Parcel for (i) vehicular and pedestrian ingress and egress; and (ii) construction, operation and maintenance of roadway improvements and utility lines and facilities, including water, sanitary sewer, stormwater drainage, electrical power, natural gas, telephone, cable television, irrigation systems, fiber optic and digital and data facilities, to serve Grantee's property.

IT IS FURTHER AGREED that Grantee may construct or grade, at his own expense, in compliance with applicable legal requirements, appropriate road surfaces as may

Inst:0200308175 Date:10/20/2003 Time:10:52

Doc Stamp-Deed : 0.70

-----DC,Kendall Wade,FRANKLIN County B:760 P:571

be necessary for the use and enjoyment of the Easement Parcel for the purposes provided herein. Grantee will at all times maintain in good repair, and manage and operate, and replace as often as necessary, all road surfaces now or hereafter located within the Easement parcel, in compliance with applicable legal requirements. Except as otherwise expressly provided in this instrument, Grantor shall have no obligation to Grantee for clearing, grading, maintaining or repairing the Easement Parcel.

IT IS FURTHER AGREED that nothing contained in this indenture shall be deemed to constitute a dedication of the Easement Parcel, or any portion or portions thereof, to any governmental body or agency or to the general public, or construed to create any rights in and for the benefit of any persons other than the Grantee, it being the intention that this Indenture shall be strictly limited to and for the purposes herein expressed.

IT IS FURTHER AGREED that Grantee shall be responsible for all governmental approvals and permits necessary to utilize the Easement Parcel and Grantor makes no representations or warranties that it may be utilized for Grantee's intended purpose, it being understood and agreed that Grantor is granting this Easement "as is, where is".

IT IS FURTHER AGREED that Grantee indemnifies and agrees to hold harmless Grantor from and against any claim, loss, cost, damages or expense, asserted against, or incurred by Grantor, its successors and assigns, as the owner of the Easement Parcel, arising out of or in connection with the Easement Parcel or the use thereof by Grantee.


IT IS FURTHER AGREED that Grantor shall retain and reserve a perpetual right to relocate the Easement parcel at its sole discretion if Grantor deems it appropriate or necessary. In the event, the Easement Parcel is relocated Grantor shall provide Grantee with an equivalent replacement Easement Parcel and shall be responsible for all costs of said relocation.


IT IS FURTHER AGREED that Grantee may assign its right in this indenture to any third party purchaser of all or a portion of Grantee's Property, it being understood that this Indenture shall run with title to Grantee's Property.


IN WITNESS WHEREOF, Grantor has set its hand and seal on the day and year first above written.

Signed, sealed and delivered  
in our presence as witnesses:

ST. JOE TIMBERLAND COMPANY OF  
DELAWARE, L.L.C., a Delaware limited  
liability company

  
Printed Name: M. A. TAFF COLLETTE

By:   
Printed Name: Douglas J. Dane

  
Printed Name: Bryon DUKE

Its: Vice President

STATE OF FLORIDA  
COUNTY OF

Inst:0200308175 Date:10/20/2003 Time:10:52  
Doc Stamp-Deed : 0.70  
DC, Kendall Wade, FRANKLIN County B:760 P:572

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of OCTOBER 2003, by DOUGLAS J. DANE, the VICE PRESIDENT of ST. JOE TIMBERLAND COMPANY OF DELAWARE, L.L.C., a Delaware limited liability company, on behalf of the Company. He/She is personally known to me or has produced \_\_\_\_\_ as identification and who did/did not take an oath.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 7<sup>th</sup> day of OCTOBER, 2003.

M.A. Taff Collette  
NOTARY PUBLIC  
Printed Name: M. A. TAFF COLLETTE  
My Commission Expires: \_\_\_\_\_



EXHIBIT "A"

Commence at the SE corner of Section 2, Township 9 South, Range 8 West, Franklin County, Florida; thence run West 892.5 feet, more or less, to the West line of county road; thence run North along the West line of said county road for 660 feet for a POINT OF BEGINNING; thence run East 66 feet to the East line of county road; thence run North 66 feet; thence run West 833.72 feet; thence run South 190 feet to the property described in Official Records Book 576, Page 671; thence run East 190 feet; thence run North 124 feet; thence run East 577.72 feet to the POINT OF BEGINNING.

EXHIBIT B

Commence at an old lightwood post and St. Joe Paper Company monument marking the Southwest corner of the Southeast Quarter of the Southwest Quarter of Section 2, Township 9 South, Range 8 West, Franklin County, Florida and thence run South 89 degrees 20 minutes 37 seconds East along the South boundary of said Section 2, a distance of 2488.05 feet, thence run North 01 degrees 18 minutes 48 seconds West 192.06 feet, thence run South 89 degrees 37 minutes 20 seconds East 60.00 feet to a St. Joe Paper Company monument for the POINT OF BEGINNING. From said POINT OF BEGINNING, thence run North 01 degrees 18 minutes 48 seconds West 332.94 feet to a concrete monument; thence run North 89 degrees 20 minutes 43 seconds West 840.86 feet to a concrete monument, thence run North 01 degrees 24 minutes 27 seconds West 169.41 feet, thence run North 89 degrees 36 minutes 44 seconds East 1489.41 feet, thence run South 00 degrees 23 minutes 16 seconds East 60.00 feet, thence run South 89 degrees 36 minutes 44 seconds West 216.00 feet to a St. Joe Paper Company monument, thence run South 00 degrees 43 minutes 49 seconds East 450.02 feet to a St. Joe Paper Company monument, thence run South 88 degrees 35 minutes 48 seconds West 427.05 feet to the POINT OF BEGINNING containing 8.78 acres, more or less.

**PERPETUAL NON-EXCLUSIVE EASEMENT  
FOR INGRESS, EGRESS AND UTILITIES**

**THIS PERPETUAL NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND UTILITIES**, made this \_\_\_\_\_ day of July, 2026 between the **City of Apalachicola**, a Florida Municipality with an address of 1 Bay Avenue, Apalachicola Florida, Grantor, and owner of Lands described in Exhibit "A," and the **Noble Davidson and Danielle N. Davidson**, with an address of 194 11<sup>th</sup> Street, Apalachicola, FL, Grantee.

**WITNESSETH:**

That Grantor, for and in consideration of the mutual covenants contained herein and other valuable consideration given by Grantee to Grantor, receipt of which is hereby acknowledged, by this instrument does grant unto the Grantee, their successors and assigns, a perpetual non-exclusive easement for the purpose of Ingress, Egress and Utilities, hereinafter the ("Easement") over and across that property owned by Grantor described in Exhibit "A", the portion of the Grantor's property containing the Easement is described and depicted on Exhibit "B" attached hereto. Exhibit "B" is intended to connect to the existing Easement from Kevin Road recorded at Book 760, Page 570, Franklin County Official Records and provide the access as described herein to Grantee's property.

The grant of the Easement is for the benefit of the Grantee, their successors and assigns, in order to provide access and any required utility services to the Grantee and shall be subject to the following limitations and conditions;

1. That use of the Easement Property shall be limited to Ingress, Egress and Utilities to the Grantee's property and for the installation, maintenance and repair of the same improvements.

2. Grantee shall pay all expenses associated with the installation, maintenance and repair of the access and utility improvements constructed by them located in the easement. In the event any party, or their guest or licensee causes damage to the easement property, the party causing the damage shall be solely responsible to repair the damage caused by that party or their guest or licensee.

3. No Interference. Grantor shall not interfere with the Grantee's construction of improvements within the Easement or the repair or maintenance of the same. Notice of such improvements shall be provided to all parties and shall not cause damage or degradation to portions not so improved.

4. Termination. This Easement may be terminated at any time by an instrument executed for such purpose and signed by all the parties.

5. Amendment. This Easement shall be amended only by a written and recorded instrument signed by the parties or the then current owner of the Property and the Easement unless

otherwise set forth herein. Grantor retains and reserves the perpetual right to relocate the easement at its sole discretion if Grantor deems it appropriate or necessary.

6. This Easement shall be binding upon and inure to the benefit of the parties, successors and assigns, heirs, beneficiaries and personal representatives in perpetuity.

**TO HAVE AND TO HOLD** the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever for said first party, either in law or equity, to the only proper use, benefit and behoof of the second party forever. This Easement shall be governed by and construed and enforced in accordance with the laws of the State of Florida.

**IN WITNESS THEREOF**, Grantor has hereto set its hand and seals the date first above written.

**GRANTOR**  
**City of Apalachicola**

\_\_\_\_\_  
Witness  
Printed Name: \_\_\_\_\_  
Address: \_\_\_\_\_

\_\_\_\_\_  
**Brenda Ash, Mayor**

\_\_\_\_\_  
Witness  
Printed Name: \_\_\_\_\_  
Address: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of July, 2026, by Brenda Ash, Mayor, physically present, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did/did not take an oath.

(NOTARY SEAL)

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

## EXHIBIT "A"

LEGAL DESCRIPTION:  
A PORTION OF THOSE LANDS DESCRIBED IN O.R.B. 263, PAGE 335, OF THE PUBLIC RECORDS OF FRANKLIN COUNTY, FLORIDA, LYING IN SECTION 2, TOWNSHIP 9 SOUTH, RANGE 8 WEST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 6"x 6" CONCRETE MONUMENT MARKED "SJPC" AT THE SOUTHWEST CORNER OF THE SOUTH EAST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 2; THENCE NORTH 00°36'07" EAST ALONG THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF SAID SECTION 2 AND THE EAST LINE OF THOSE LANDS DESCRIBED IN DEED BOOK N, PAGE 225 OF THE PUBLIC RECORDS OF FRANKLIN COUNTY, FLORIDA, A DISTANCE OF 2530.99 FEET TO AN IRON ROD AND CAP MARKING THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°36'07" EAST ALONG SAID LINE A DISTANCE OF 930.36 FEET TO A 6"x 6" CONCRETE MONUMENT MARKED "SJPC"; THENCE SOUTH 88°46'49" EAST ALONG THE SOUTH LINE OF THOSE LANDS DESCRIBED ON O.R.B. 256, PAGE 465, OF THE PUBLIC RECORDS OF FRANKLIN COUNTY, FLORIDA, A DISTANCE OF 808.53 FEET TO A 6"x 6" CONCRETE MONUMENT MARKED "SJPC" THENCE RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES ALONG THOSE LANDS DESCRIBED IN DEED BOOK "T", PG. 505 OF THE PUBLIC RECORDS OF FRANKLIN COUNTY, FLORIDA; SOUTH 01°09'16" WEST A DISTANCE OF 214.50 FEET TO A 6"x 6" CONCRETE MONUMENT MARKED "SJPC"; SOUTH 88°55'58" EAST A DISTANCE OF 263.69 FEET TO A 6"x 6" CONCRETE MONUMENT MARKED "SJPC"; THENCE NORTH 01°09'44" EAST A DISTANCE OF 659.66 FEET TO A 6"x 6" CONCRETE MONUMENT MARKED "SJPC"; THENCE RUN SOUTH 88°51'47" EAST ALONG THE SOUTH LINE OF THOSE LANDS DESCRIBED IN DEED BOOK U2, PAGE 212 OF THE PUBLIC RECORDS OF FRANKLIN COUNTY, FLORIDA A DISTANCE OF 263.12 FEET TO A 6"x 6" CONCRETE MONUMENT MARKED "SJPC"; THENCE RUN THE FOLLOWING TWO COURSES AND DISTANCES ALONG THE WEST BOUNDARY OF THOSE LANDS DESCRIBED IN DEED BOOK U2, PAGE 212, AND O.R.B. 88, PAGE 87, OF THE PUBLIC RECORDS OF FRANKLIN COUNTY, FLORIDA; SOUTH 01°10'14" WEST A DISTANCE OF 463.43 FEET TO A 6"x 6" CONCRETE MONUMENT MARKED "SJPC"; SOUTH 88°53'34" EAST A DISTANCE OF 419.61 FEET TO A 6"x 6" CONCRETE MONUMENT MARKED "SJPC"; THENCE RUN THE FOLLOWING THREE COURSES AND DISTANCES ALONG THOSE LANDS DESCRIBED IN O.R.B. 290, PAGE 292 OF THE PUBLIC RECORDS OF FRANKLIN COUNTY; SOUTH 01°10'27" WEST A DISTANCE OF 450.33 FEET TO A 6"x 6" CONCRETE MONUMENT MARKED "SJPC"; THENCE SOUTH 88°49'03" EAST A DISTANCE OF 420.19 FEET TO A 6"x 6" CONCRETE MONUMENT MARKED "SJPC"; THENCE NORTH 01°08'58" EAST 612.41 FEET TO A 6"x 6" CONCRETE MONUMENT MARKED "SJPC"; THENCE RUN SOUTH 83°46'12" EAST A DISTANCE OF 235.37 FEET TO A 6"x 6" CONCRETE MONUMENT MARKED "SJPC"; THENCE SOUTH 01°09'25" WEST A DISTANCE OF 666.63 FEET TO A 6"x 6" CONCRETE MONUMENT MARKED "SJPC"; THENCE SOUTH 88°52'59" EAST A DISTANCE OF 583.09 FEET TO A 6"x 6" CONCRETE MONUMENT MARKED "SJPC"; THENCE RUN SOUTH 00°50'18" WEST A DISTANCE OF 222.33 FEET TO A ROUND 5/8" IRON ROD AND CAP STAMPED "LB 6475"; THENCE RUN SOUTH 88°48'53" EAST A DISTANCE OF 361.81 FEET TO A 6"x 6" CONCRETE MONUMENT MARKED "SJPC"; THENCE RUN SOUTH 00°56'24" WEST A DISTANCE OF 327.55 FEET TO A 6"x 6" CONCRETE MONUMENT MARKED "SJPC"; THENCE RUN NORTH 88°52'21" WEST A DISTANCE OF 206.60 FEET TO A 6"x 6" CONCRETE MONUMENT MARKED "SJPC"; THENCE RUN SOUTH 00°23'37" WEST A DISTANCE OF 382.96 FEET TO A 5/8" IRON ROD AND CAP "PLS 4261"; THENCE RUN SOUTH 00°22'33" WEST A DISTANCE OF 247.30 FEET TO A 6"x 6" CONCRETE MONUMENT MARKED "SJPC"; THENCE RUN SOUTH 89°54'42" WEST A DISTANCE OF 1927.63 FEET TO A 5/8" IRON ROD AND CAP "LB 0340"; THENCE RUN NORTH 00°51'54" EAST A DISTANCE OF 300.84 FEET TO A 6"x 6" CONCRETE MONUMENT MARKED "SJPC" SAID POINT MARKING THE NORTHEAST CORNER OF THOSE LANDS DESCRIBED IN O.R.B. 582, PAGE 128 & 18 OF THE PUBLIC RECORDS OF FRANKLIN COUNTY, FLORIDA; THENCE NORTH 89°16'11" WEST ALONG THE NORTH LINE OF SAID LANDS A DISTANCE OF 420.45 FEET TO A 6"x 6" CONCRETE MONUMENT MARKED "SJPC"; THENCE CONTINUE NORTH 89°16'11" WEST A DISTANCE OF 90.88 FEET TO AN IRON ROD AND CAP "LB 0340"; THENCE NORTH 00°16'07" EAST A DISTANCE OF 535.00 FEET TO AN IRON ROD AND CAP "LB 0340"; THENCE NORTH 89°16'11" WEST A DISTANCE OF 702.50 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT: O.R.B. 18, PG. 348  
LOTS 1 AND 2 OF BLOCK 330, CITY OF GREATER APALACHICOLA, AS RECORDED IN THE PUBLIC RECORDS OF FRANKLIN COUNTY, FLORIDA.

---

Parcel ID# 02-09S-08W-0000-0890-0020

**EXHIBIT "B"**

Description of Easement

Legal Description of an Ingress/ Egress and Utility Easement  
Certified To: Noble Davidson

I hereby certify that this is a true and correct representation of the following described property, and that this description meets the minimum technical standards for land surveying (Chapter SJ-17.051/052, Florida Administrative Code).

A Non- Exclusive Ingress, Egress and Utility Easement, being more particularly described as follows:

Commence at a concrete monument marking the Southwest Corner of the Southeast Quarter of the Southwest Quarter of Section 2, Township 9 South, Range 8 West, Franklin County, Florida; thence run South 89 degrees 20 minutes 37 seconds East a distance of 1,708.05 feet to a point, thence run North 01 degree 05 minutes 16 seconds West 209.88 feet to a concrete monument (marked #2919), thence run North 01 degree 23 minutes 41 seconds West 218.41 feet to an iron rod; thence run North 01 degree 23 minutes 41 seconds West 43.80 feet to a concrete monument; thence run North 01 degree 33 minutes 11 seconds West 53.78 feet to a concrete monument marking the POINT OF BEGINNING. From said POINT OF BEGINNING run North 81 degree 43 minutes 25 seconds East 385.20 feet; thence run South 89 degrees 18 minutes 55 seconds East 270.16 feet to a point lying on the Westerly boundary of an existing Non- Exclusive Ingress, Egress and Utility Easement, being more particularly described in Official Records Book 760, Page 570 of the Public Records of Franklin County, Florida; thence run South 00 degrees 47 minutes 53 seconds West along said Westerly easement boundary 60.00 feet; thence leaving said Westerly easement boundary run North 89 degrees 18 minutes 55 seconds West 222.27 feet to an iron rod and cap (marked 7160); thence continue North 89 degrees 18 minutes 55 seconds West 428.27 feet to the POINT OF BEGINNING. Containing 0.63 acres, more or less.

**APALACHICOLA CITY COMMISSION  
REQUEST FOR BOARD ACTION  
Meeting Date: July 7, 2026**

**SUBJECT:** Big Bend Scenic Byway – FDOT Approach Marker Permit

**AGENDA INFORMATION:**

**Agenda Location:** New Business  
**Item Number:** 4  
**Department:** Administration  
**Contact:** Charles Anderson  
**Presenter:** Charles Anderson

**BRIEF SUMMARY:** Leon County is constructing the Big Bend Scenic Byway Way Finding Exhibits in several areas in Wakulla, Franklin, and Leon County. As part of each Way Finding Exhibit there are two approach markers that will be installed on FDOT Right of Way indicating that the exhibit is ahead. FDOT requires the jurisdictional municipality or county to apply for the permit.

**RECOMMENDED MOTION AND REQUESTED ACTIONS:** Motion to approve FDOT Approach Marker Permit at no cost.

**FUNDING SOURCE:** N/A

**ATTACHMENTS:** Participation & License Agreement for Big Bend Scenic Byway Improvements, Guide Sign Permit, Supporting Documentation

**STAFF'S COMMENTS AND RECOMMENDATIONS:** Approve

Prepared by:  
Herbert W. A. Thiele, Esq.  
Leon County Attorney's Office  
Leon County Courthouse  
301 S. Monroe St., Suite 202  
Tallahassee, Florida 32301

Franklin County  
Parcel ID: 01-09S-08W-8330-0000-0011

**PARTICIPATION AND LICENSE AGREEMENT FOR  
BIG BEND SCENIC BYWAY IMPROVEMENTS**

THIS PARTICIPATION AND LICENSE AGREEMENT (the or this "Agreement") is made and entered into the date upon which the last of the parties signs the Agreement ("Effective Date"), by and between **THE CITY OF APALACHICOLA**, a municipal corporation, whose mailing address is 1 Avenue E., Apalachicola, FL 32320, hereinafter referred to as "Participant," and **LEON COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, whose post office address is Leon County Office of Financial Stewardship, Attention: Grants Coordinator, 301 South Monroe St., Tallahassee, FL 32301, hereinafter referred to as "Facilitator."

**WITNESSETH:**

WHEREAS, Participant is the owner of that certain parcel of real property located on the northeasterly side of Market Street in the City of Apalachicola, Franklin County, Florida, and identified by the Franklin County Property Appraiser as Parcel ID 01-09S-08W-8330-0000-0011 (the "Subject Property"); and

WHEREAS, the Subject Property is adjacent to the 220-mile Florida Scenic Highway known as the Big Bend Scenic Byway (hereinafter referred to as the "Byway"); and

WHEREAS, in May 2006, the Corridor Management Entity (the "CME") was established to serve as the caretaker of the Byway and to take the lead in monitoring and implementing the 2007 Corridor Management Plan (the "CMP") adopted for the Byway; and

WHEREAS, the CME worked in conjunction with the U.S. Department of Agriculture Forest Service to prepare a plan designed to implement the goals and objectives of the CMP and contain the design guidelines and prototypes to be used by contractors and fabricators to construct the improvements along the Byway (the "Byway Improvements"), with such plan finalized and approved by the CME on March 4, 2010 as the Big Bend Scenic Byway Interpretive and Wayshowing Plan which, by this reference, is hereby incorporated as part of this Agreement (the "Interpretive and Wayshowing Plan"); and

WHEREAS, in order to implement the construction, fabrication, and installation of the Byway Improvements, a study was completed in June 2011 by Diane Delaney and Pamela Portwood, on behalf of the CME, entitled Implementation Study of the Big Bend Scenic Byway Roadside Interpretation Plan which, by this reference, is also hereby incorporated as part of this Agreement (the "Implementation Study"); and

WHEREAS, the CME was awarded a federal grant (the "Grant") managed through the Florida Department of Transportation to fund the final design and construction of Byway Improvements as shown and implemented in the Interpretive and Wayshowing Plan and Implementation Study, respectively; and

WHEREAS, Facilitator is the Agency responsible for implementing and managing the Grant funding for the Byway, and for directing and managing the final design and construction of the Byway Improvements; and

WHEREAS, the Grant requires Facilitator to provide match funding in an amount equal to 20% of the Grant amount; and

WHEREAS, Participant, as a member of the CME, wishes to participate in accomplishing the goals and objectives of the CMP to enhance and improve to the Byway by permitting a certain number of the Byway Improvements to be constructed on the Subject Property and by providing a portion of the match funding for the Grant in the form of cash, materials, and/or labor (the "Match Funding"); and

WHEREAS, Participant and Facilitator wish to establish with this Agreement the manner in which Facilitator will be permitted to utilize a portion of the Subject Property for the construction of the Byway Improvements, and which Participant will contribute Match Funding for such construction.

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

1. Recitals. The Recitals set forth above are true and correct and are incorporated into the terms of this Agreement.

2. Grant of License; Licensed Area Defined. Participant hereby licenses to Facilitator, its employees, contractors, agents, successors, and assigns, in accordance with the terms and conditions set forth in this Agreement, that certain area of the Subject Property adjacent to the Byway as depicted in Exhibit "A" attached hereto and incorporated herein by this reference (the "Licensed Area"). With regard to the Licensed Area, Participant and Facilitator acknowledge and agree to the following:

a. Not Real Property. This Agreement constitutes a license for the use of the Licensed Area and does not grant any permanent possessory interest in real property, nor shall this Agreement be construed as conveying any real property interest in the Licensed Area.

b. Term of License. The term of this license shall commence on the Effective Date of this Agreement and shall continue thereafter until the latest date of expiration of the warranty periods for any of the Participant Improvements constructed and lying within the Licensed Area. The expiration date of this license may be extended upon written agreement of the parties.

c. Approximate Boundaries. The boundaries of the Licensed Area as depicted herein are intended to be an approximation and are not to scale. As such, to the extent the Licensed Area encroaches on to abutting property not owned by Participant, the boundaries of the Licensed Area shall be deemed to be the nearest actual boundary of the Subject Property and the location shall be confirmed with and subject to the approval of Participant.

d. No License Fee. The mutual covenants and conditions contained in this Agreement represent sufficient consideration for this Agreement and, as such, Facilitator shall not be required to pay a fee for the license of the Licensed Area.

e. License Revocable. The license granted herein shall be revocable by Participant in accordance with the terms set forth in paragraph 10 below; provided, however, that such revocation of the license shall have no force and effect on the remaining rights and obligations of Participant and Facilitator that do not necessarily rely upon the existence of the license, and such remaining rights and obligations shall survive a revocation of the license granted herein.

3. Permitted Use. The use of the Licensed Area by Facilitator, its employees, contractors, agents, successors, and assigns shall be subject to Facilitator's indemnification as set forth in paragraph 18 below, and shall be limited to only the following activities:

- a. Construction of the Participant Improvements (as that term is defined in paragraph 4 below);
- b. Ingress and egress of vehicles and equipment as needed to construct the Participant Improvements; and
- c. Temporary storage and staging of equipment and materials as needed to construct the Participant Improvements.

4. Participant Improvements; Ownership. For purposes of this Agreement, the term "Participant Improvements" shall refer to those Byway Improvements to be constructed on the Subject Property as depicted in Exhibit "B" attached hereto and incorporated herein by this reference. With regard to the Participant Improvements, Participant and Facilitator acknowledge and agree to the following:

- a. The Participant Improvements as depicted herein are artist renderings as contained in the Interpretive and Wayshowing Plan and Implementation Study, and are only intended to represent the design guidelines and prototypes of the Byway Improvements. As such, the final design of the Participant Improvements may vary from those depicted in Exhibit "B" and in any event the final design shall be with the consent of designated representatives of the CME, which consent shall not be unreasonably withheld.

- b. The installation of all tertiary signs, as identified and shown in the Interpretive and Wayshowing Plan and Implementation Study, has been completed as of the Effective Date of this Agreement and, as such, will not be considered as part of the Participant Improvements.

- c. The installation of any and all site approach markers, as identified and shown in the Interpretive and Wayshowing Plan and Implementation Study, will require further coordination between Facilitator and the Florida Department of Transportation ("FDOT") to allow for such installation to occur within the FDOT right-of-way. Therefore, such installation will be addressed as part of a separate agreement and will not be considered as part of the Participant Improvements.

- d. Facilitator's role is merely to facilitate the design and construction of the Participant Improvements by acting as the Agency responsible for implementing and managing the Grant funding for the Byway. Facilitator shall at no time assume any ownership rights or responsibilities of the Subject Property or of the Participant Improvements. As such, any and all ownership rights and responsibilities associated with the Subject Property and the Participant Improvements shall, at all times, be that of Participant. This subparagraph shall survive the termination or expiration of the term of the license for the Licensed Area.

5. Match Funding. Participant shall contribute Match Funding consisting of cash in the amount of Five Thousand Five Hundred and 00/100 Dollars (\$5,500.00). To the extent such Match Funding has not already been paid as of the Effective Date of this Agreement, it shall be paid to Facilitator by cashier's check or other such certified funds and delivered to Facilitator, no later than forty-five (45) days after the Effective Date of this Agreement, by hand delivery or guaranteed overnight delivery service to Leon County Office of Financial Stewardship, Attn: Grants Program Coordinator, 301 South Monroe St., Tallahassee, FL 32301, or to such other address as Facilitator directs in writing.

6. Permitting of Participant Improvements; Further Assurance and Cooperation. To the extent Participant is a jurisdictional permitting authority involved in the permitting for the construction of the Participant Improvements, Participant shall make reasonable efforts to seek a waiver of any of its permitting fees required for such construction. Furthermore, Participant acknowledges and agrees that, in order to assure the timely construction of the Participant Improvements with no interruption or delay, Participant shall, subject to the approval of any development/design documentation by the Apalachicola Planning and Zoning Board, cooperate with Facilitator in the permitting process by executing, upon

request, any and all documents as required by the various permitting authorities involved in such construction.

7. Repair, Replacement, and Maintenance of Participant Improvements; Contractor Warranties. The maintenance, repair, and replacement of the Participant Improvements, whether required during or after construction thereof, shall be the responsibility of Participant at Participant's expense. Any such repairs and replacements that are covered under any warranty or guaranty provided by Facilitator's contractors shall be coordinated through Facilitator. Upon receipt of a written request from Participant for such warranty repairs, Facilitator shall, no later than five business days after such receipt, notify its contractor of Participant's warranty repair request. Any payment obligations of Participant as set forth herein shall be subject to appropriation of funding therefore by its legislative body; however, failure to appropriate funding adequate to meet such payment obligations shall be deemed a default under this Agreement.

8. Compliance with Laws, Regulations, and Other Legal Requirements. With regard to the use of the Licensed Area, Facilitator shall comply with all applicable federal, state, and local laws, regulations, and standards including, but not limited to, any applicable laws related to environmental protection or public health and safety, as well as those relating to the operation and maintenance of any equipment or personal property on, or in, the Licensed Area.

9. Termination by Facilitator. Facilitator may terminate this Agreement for any reason, subject to the satisfaction of the following conditions:

a. Facilitator shall deliver written notice to Participant of Facilitator's intent to terminate; provided, however, such termination shall not be effective until three (3) business days after Participant's receipt of written notice of Facilitator's intent to terminate.

b. Upon Participant's request, Facilitator shall, at Facilitator's expense, remove any partially constructed Participant's Improvements.

10. Termination by Participant. The license granted herein may be revoked by Participant for any reason. However, with regard to the remaining provisions of this Agreement that survive such revocation in accordance with paragraph 2 above, Participant may terminate such remaining provisions for any reason, subject to the satisfaction of the following conditions:

a. Participant shall deliver written notice to Facilitator of Participant's intent to terminate; provided, however, such termination shall not be effective until two (2) business days after Facilitator's receipt of written notice of Participant's intent to terminate, unless Participant has given Facilitator the opportunity to take corrective action pursuant to paragraph 11 below.

b. With regard to any of the Participant Improvements that have been partially constructed within the Licensed Area, Facilitator's obligation to complete such Participant Improvements shall be deemed released and waived as of the date of Participant's termination and, with regard to Participant's Match Funding to have been delivered in accordance with paragraph 5 above, Participant shall not be entitled to reimbursement of any such Match Funding delivered as of the date of Participant's termination.

c. Participant shall defend and hold Facilitator harmless from any and all loss or damages claimed against Facilitator by its contractors for any breach of contract resulting from Participant's termination.

11. Facilitator's Opportunity to Take Corrective Action. Prior to the Participant's termination of this Agreement, Participant shall provide to Facilitator written notice setting forth the reason for such

termination and a reasonable period of time, not to exceed five (5) business days, within which Facilitator may complete any corrective action deemed necessary by Participant to prevent such termination.

12. Delivery of Notices. Any written notice required or permitted to be delivered by the terms and conditions of this Agreement shall be delivered by hand delivery or guaranteed delivery service.

a. Notices to Participant shall be delivered to the address specified in the introductory paragraph of this Agreement or as specified in any change of address provided by Participant in accordance with the terms herein.

b. Notices to Facilitator shall be delivered to:

Leon County Public Works Department  
Attention: Director of Engineering Services  
2280 Miccosukee Road  
Tallahassee, FL 32308

With a copy delivered to:

Herbert W. A. Thiele, Esq.  
Leon County Attorney's Office  
301 S. Monroe Street, Suite 202  
Leon County Courthouse  
Tallahassee, FL 32301

c. All notices shall be effective upon delivery or attempted delivery during regular business hours. Either party may change its notice address upon written notice to the other party, given in accordance herewith by an authorized officer, partner, or principal.

13. Authority of Facilitator. Facilitator represents and warrants to Participant that the party executing on behalf of Facilitator is fully and properly authorized to execute and enter into this Agreement on behalf of Facilitator, and that the execution of this Agreement and the performance by Facilitator of its obligations hereunder have been duly authorized and approved by all necessary corporate action.

14. Authority of Participant. Participant represents and warrants to Facilitator that the party executing on behalf of Participant is fully and properly authorized to execute and enter into this Agreement on behalf of Participant, and that the execution of this Agreement and the performance by Participant of its obligations hereunder have been duly authorized and approved by all necessary corporate action.

15. Florida Law. This Agreement shall be governed by the laws of the State of Florida. Venue for any legal proceeding arising from this Agreement shall be the 2<sup>nd</sup> Judicial Circuit in and for Leon County, Florida unless otherwise agreed upon by the parties.

16. Time Is Of The Essence. Time is of the essence of this Agreement and all provisions contained herein.

17. Incorporation of Prior Agreements; Modifications. This Agreement is the only effective agreement between the parties pertaining to the participation in the construction of the Byway Improvements, the provision of Match Funding, and the use of the Licensed Area, and no other agreements either oral or otherwise are effective unless embodied herein. All amendments to this Agreement shall be in writing and signed by all parties. Any other attempted amendment shall be void.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

18. Indemnification by Facilitator. Without waiving its right to sovereign immunity, Facilitator shall, to the extent allowed by law, indemnify, save harmless, and defend Participant promptly and diligently at Facilitator's sole expense from and against any and all claims and demands in connection with any injury or loss of property, personal injury, or death occurring in, on, or about the Licensed Area caused by the negligent or wrongful act or omission of Facilitator its employees, contractors, agents, successors, and assigns. Notwithstanding the foregoing, Facilitator shall not be required to indemnify Participant with respect to any liability, loss, damages, cost or expense suffered as a result of the negligence or intentional misconduct of Participant or any of the agents or employees of Participant nor with respect to any liability, loss, damage, cost or expense to the extent that the same is covered by insurance policies maintained by Participant.

IN WITNESS WHEREOF, Facilitator and Participant have caused this Agreement to be duly executed as of the date first above written.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

[Signature]  
Name: Krystal C Paul

[Signature]  
Name: Lee Mathes  
City Clerk

[Signature]  
Name: Stephanie Holloway  
[Signature]  
Name: MARY SMACH

THE CITY OF APALACHICOLA

[Signature]  
By: Van W. Johnson, Sr.  
(Print Name)

Its: Mayor  
(Print Title)

Date: 1-18-16

LEON COUNTY, FLORIDA

[Signature]  
By: Vincent S. Long  
Its County Administrator

Date: 1-27-16

ATTEST:  
Bob Inzer, Clerk of the Circuit Court  
and Comptroller, Leon County, Florida

BY: [Signature]



Approved as to Form:  
Leon County Attorney's Office

BY: [Signature] Daniel J. Riggo, for  
Herbert W. A. Thiele, Esq. 1/27/16

GUIDE SIGN PERMIT

Date: 04/30/2026 Permit No.: \_\_\_\_\_

Name of Applicant or Authorized Agent: Donna Knutson

Entity (if applicable): City of Apalachicola

(If entity, furnish contact information for responsible representative)

Address: 1 Bay Avenue Zip Code: 32320

City/State: Apalachicola, FL Telephone No.: (850) 333-1332

Email Address: dknutson@cityofapalachicola.com

	Activity / Project Site
County: <u>Franklin</u>	State Road: <u>SR 30</u> Section: _____
From Mile Post: _____	to Mile Post: _____
GPS Coordinates (Latitude and Longitude): <u>84.9857102°W 29.7266703°N &amp; 84.9835175°W</u> <u>29.7267413°N</u>	
Name of Municipality if Work is within Limits: <u>City of Apalachicola</u>	
Description of Sign (including sign dimensions): <u>2' X 2' SIGN</u>	
<u>Big Bend Scenic Byway</u>	

	General Provisions
<ol style="list-style-type: none"> <li>1. Attach pertinent plans or drawings including sign dimensions. (Refer to FDOT's Design Standards Indexes 11200-17359, as applicable).</li> <li>2. Attach notification letters sent to any Utilities both aerial and underground that will be potentially impacted.</li> <li>3. The designated FDOT Engineer shall be notified 48 hours prior to beginning of work. Contact _____ at (____) _____.</li> <li>4. All work, materials and equipment shall be subject to inspection and approval by FDOT. Applicant's certification of work at completion is required.</li> <li>5. The permittee shall be responsible to place and display safety devices and proper maintenance of traffic (refer to FDOT's Design Standards, Index 600, or an alternative plan signed and sealed by a Florida professional engineer).</li> <li>6. All FDOT property shall be restored to its original condition. Any damage to FDOT property as a result of this work shall be repaired and restored in a manner acceptable to the FDOT at the sole expense of the permittee.</li> <li>7. All construction and/or maintenance on the FDOT's right of way shall conform to the Federal Manual on Uniform Traffic Control Devices (MUTCD) as incorporated in Rule 14-15.010, F.A.C. (Refer to FDOT's Design Standards Index 700 and Indexes 11200-17359, as applicable).</li> </ol>	

	<b>Special Provisions</b>	

	<b>Conditions</b>	
<ol style="list-style-type: none"> <li>1. In the event the permittee fails to meet any of the requirements of this permit by the FDOT, the permitted activity must cease until brought into compliance. If compliance cannot be met, then the permit will be rendered void and said work shall be removed from the right of way at no cost to the FDOT.</li> <li>2. Work shall commence within _____ days of permit approval. Work shall be completed by _____. (Date)</li> <li>3. The rights and privileges herein set out are granted only to the extent of the State's right, title and interest in the land to be entered upon and used by the permittee, and the permittee will, at all times, and to the extent permitted by law, assume all risk of and indemnify, defend and save harmless the State of Florida and the FDOT from and against any and all loss, damage, cost or expense arising in any manner on account of the exercise or attempted exercises by said permittee of the aforesaid rights and privileges.</li> <li>4. Permittee shall be responsible for cost and installation of the permitted sign.</li> <li>5. Permittee shall assume responsibility for perpetual maintenance of the permitted sign.</li> </ol>		

	<b>Applicant</b>	
I hereby agree to comply with all terms and conditions set forth and described in this permit.		
Printed or Typed Name and Title	Signature	Date

	<b>FDOT</b>	
Approved By: _____		
Print Designated Engineer	Signature	Date
_____		
Title		

## Chris Muehlemann

---

**From:** Charles Wu <WuC@leoncountyfl.gov>  
**Sent:** Thursday, December 19, 2019 3:56 PM  
**To:** Felton Ard  
**Subject:** FW: RE: FW: BBSB Approach Markers (424369-4)

FYI!

**From:** "Castells, Dustin" <Dustin.Castells@dot.state.fl.us> <dustin.castells@dot.state.fl.us>  
**Sent:** Thursday, June 4, 2015 10:16 AM  
**To:** Charles Wu <WuC@leoncountyfl.gov>  
**Subject:** FW: RE: FW: BBSB Approach Markers (424369-4)

FYI....

### Dustin Castells

Florida Department of Transportation  
District 3 Local Program Administrator  
1074 Highway 90 East  
Chipley, Florida 32428  
Phone (850) 330-1227  
e-mail [dustin.castells@dot.state.fl.us](mailto:dustin.castells@dot.state.fl.us)  
Click here for: [LAP Manual](#) [LAPIT Login](#) [LAP Forms](#)

*"I press on toward the goal..."*  
*Philippians 3:14*

**From:** Pettis, Brian  
**Sent:** Wednesday, June 03, 2015 4:14 PM  
**To:** Castells, Dustin  
**Subject:** FW: RE: FW: BBSB Approach Markers (424369-4)

Dustin,

I have reviewed and have no comments. Thanks.

Brian Pettis  
Traffic Operations  
Designer/Project Manager  
(850) 330-1275  
Fax (850) 330-1637  
Cell (850) 703-3127  
[brian.pettis@dot.state.fl.us](mailto:brian.pettis@dot.state.fl.us)

**From:** Castells, Dustin  
**Sent:** Monday, April 20, 2015 2:33 PM  
**To:** Pettis, Brian  
**Subject:** FW: RE: FW: BBSB Approach Markers (424369-4)

Brian,

Please find the revised documents from Leon County for the BBSB project. Let me know if you have any issues or questions. Thanks!

## **Dustin Castells**

Florida Department of Transportation  
District 3 Local Program Administrator  
1074 Highway 90 East  
Chipley, Florida 32428  
Phone (850) 330-1227  
e-mail [dustin.castells@dot.state.fl.us](mailto:dustin.castells@dot.state.fl.us)  
Click here for: [LAP Manual](#) [LAPIT Login](#) [LAP Forms](#)

*"I press on toward the goal..."  
Philippians 3:14*

From: Charles Wu [<mailto:WuC@leoncountyfl.gov>]  
Sent: Thursday, April 16, 2015 3:15 PM  
To: Castells, Dustin  
Cc: Felton Ard; Michael Gueltzow; Don Lanham; Daniel Rigo  
Subject: Fwd: RE: FW: BBSB Approach Markers (424369-4)

Dustin:

Good afternoon.

We are re-submitting the Big Bend Scenic Byway Approach Marker Location Maps and the Conceptual Design Plans for your office's review and approval.

Please let me know if you have any questions or comments.

Thanks,

Charles

Charles Wu, P.E.  
Chief of Engineering Design  
Engineering Services Division

Leon County Department of Public Works  
2280 Miccosukee Road  
Tallahassee, Florida 32308  
Phone Number: (850) 606-1546  
<http://cms.leoncountyfl.gov/>

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Thank you for your email. Please note that under Florida's Public Records laws, most written communications to or from county staff or officials regarding county business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

>>> "Castells, Dustin" <[Dustin.Castells@dot.state.fl.us](mailto:Dustin.Castells@dot.state.fl.us)> 4/8/2015 2:37 PM >>>  
Good Afternoon,

Based on my conversation with Brian, I believe the attached signed would be considered the approve sign since it has already been installed in FDOT right of way. I know the sizes maybe a little different, but the layout and colors of the say are to remain as currently installed.

Let me know if you have any additional questions. Once the package has been modified, I will re-submit for Approval by Traffic Operations.

Thanks!

## **Dustin Castells**

Florida Department of Transportation  
District 3 Local Program Administrator  
1074 Highway 90 East  
Chipley, Florida 32428  
Phone (850) 330-1227  
e-mail [dustin.castells@dot.state.fl.us](mailto:dustin.castells@dot.state.fl.us)  
Click here for: [LAP Manual](#) [LAPIT Login](#) [LAP Forms](#)

*"I press on toward the goal..."*  
*Philippians 3:14*

From: Charles Wu [<mailto:WuC@leoncountyfl.gov>]  
Sent: Tuesday, April 07, 2015 8:39 AM  
To: Castells, Dustin; Don Lanham  
Cc: Felton Ard; Michael Gueltzow  
Subject: Re: FW: BBSB Approach Markers (424369-4)

Dustin:

Good morning.

I have questions and answers for Brian's comments as follows.

1. **Traffic Operations will approve the same design that already exists.**

Question: Is one of the conceptual designs we submitted to be considered as the same design as existing? We would like to know which one or both acceptable.

2. **Don't recommend the distance on the arrow panel.**

Based on Brian's comment, there will be not distance on the arrow panel.

3. **Recommend relocating the eastern sign on Bloxham Cutoff (SR-267) so that it is closer to the entrance. Where it is proposed could mislead motorist and they turn onto CR 373.**

The approach marker for the westbound traffic will be moved closer to the entrance. The previously proposed location was to maintain the minimum stopping sight distance based on the posted speed limit.

4. There appears to be existing signs at some of these locations. I noticed on Google that there is one at the Crooked River Lighthouse. Traffic Operations does not recommend an additional BBSB sign at these locations where there are existing signs. In this case, recommend using the existing sign and installing the supplemental arrow plaque. Some of the existing signs may be co-mounted on existing sign panels. To meet FDOT requirements for installation, it may require that these BBSB be removed from the existing assembly and installed on its own assembly. Please verify all locations do not have any existing BBSB signs and revise the package accordingly.

We are aware of some signs to be already in existence and Brian's directions are what we need. The location maps will be revised accordingly for re-submittal.

Thanks,

Charles

Charles Wu, P.E.  
Chief of Engineering Design  
Engineering Services Division

Leon County Department of Public Works  
2280 Miccosukee Road  
Tallahassee, Florida 32308  
Phone Number: (850) 606-1546  
<http://cms.leoncountyfl.gov/>

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>>> "Castells, Dustin" <[Dustin.Castells@dot.state.fl.us](mailto:Dustin.Castells@dot.state.fl.us)> 4/7/2015 8:03 AM >>>

Good Morning,

Please see the comments below from our Traffic Operations Office. Review the comments, respond, and update as requested.

Let me know if you have any questions and I will coordinate. Thanks!

**Dustin Castells**

Florida Department of Transportation  
District 3 Local Program Administrator  
1074 Highway 90 East  
Chipley, Florida 32428  
Phone (850) 330-1227  
e-mail [dustin.castells@dot.state.fl.us](mailto:dustin.castells@dot.state.fl.us)  
Click here for: [LAP Manual](#) [LAPIT Login](#) [LAP Forms](#)

***"I press on toward the goal..."***  
***Philippians 3:14***

**From:** Pettis, Brian  
**Sent:** Tuesday, April 07, 2015 6:51 AM  
**To:** Castells, Dustin  
**Subject:** FW: BBSB Approach Markers (424369-4)  
**Importance:** High

Dustin,

Please see the following comments:

1. Traffic Operations will approve the same design that is already existing.
2. Don't recommend the distance on the arrow panel.
3. Recommend relocating the eastern sign on Bloxham Cutoff (SR-267) so that it is closer to the entrance. Where it is proposed could mislead motorist and they turn onto CR 373.
4. There appears to be existing signs at some of these locations. I noticed on Google that there is one at the Crooked River Lighthouse. Traffic Operations does not recommend an additional BBSB sign at these locations where there are existing signs. In this case, recommend using the existing sign and installing the supplemental arrow plaque. Some of the existing signs may be co-mounted on existing sign panels. To meet FDOT requirements for installation, it may require that these BBSB be removed from the existing assembly and installed on its own assembly. Please verify all locations do not have any existing BBSB signs and revise the package accordingly.

Brian Pettis  
Traffic Operations  
Designer/Project Manager  
(850) 330-1275  
Fax (850) 330-1637  
Cell (850) 703-3127  
[brian.pettis@dot.state.fl.us](mailto:brian.pettis@dot.state.fl.us)

**From:** Castells, Dustin  
**Sent:** Monday, April 06, 2015 9:18 AM  
**To:** Pettis, Brian  
**Subject:** BBSB Approach Markers (424369-4)  
**Importance:** High

Good Morning Brian,

Here is the information regarding the Big Bend Scenic Byway. They want to know what sign you will approve (I think Sign4 is the one that is already installed) and if the locations are approved. It is my understanding that there is approximately 34 locations (total of 68 signs).

Let me know if you have any questions or concerns and I will try and find the answers. Thanks for your help!

## Dustin Castells

Florida Department of Transportation  
District 3 Local Program Administrator  
1074 Highway 90 East  
Chipley, Florida 32428  
Phone (850) 330-1227  
e-mail [dustin.castells@dot.state.fl.us](mailto:dustin.castells@dot.state.fl.us)  
Click here for: [LAP Manual](#) [LAPIT Login](#) [LAP Forms](#)

*"I press on toward the goal..."*  
*Philippians 3:14*

From: Charles Wu [<mailto:WuC@leoncountyfl.gov>]  
Sent: Thursday, April 02, 2015 12:57 PM  
To: Castells, Dustin  
Cc: Ard, Felton; Gueltzow, Michael; Lanham, Don; Rigo, Daniel; [debroumelis@hotmail.com](mailto:debroumelis@hotmail.com)  
Subject: RE: RE: BBSC 319 lease

Dustin:

Good afternoon.

Two conceptual designs for the approach markers and 33 approach marker location maps are attached for your office's review and approval.

Thanks,

Charles

Charles Wu, P.E.  
Chief of Engineering Design  
Engineering Services Division

Leon County Department of Public Works  
2280 Miccosukee Road  
Tallahassee, Florida 32308  
Phone Number: (850) 606-1546  
<http://cms.leoncountyfl.gov/>

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LEON COUNTY  
DEPARTMENT OF PUBLIC WORKS

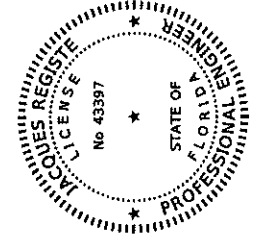
CONTRACT PLANS

FINANCIAL PROJECT ID 424369-4-58-01  
(FEDERAL FUNDS)  
WAKULLA, FRANKLIN, AND LEON COUNTIES  
BIG BEND SCENIC BYWAY IMPLEMENTATION PHASE II  
SIGNING PLANS

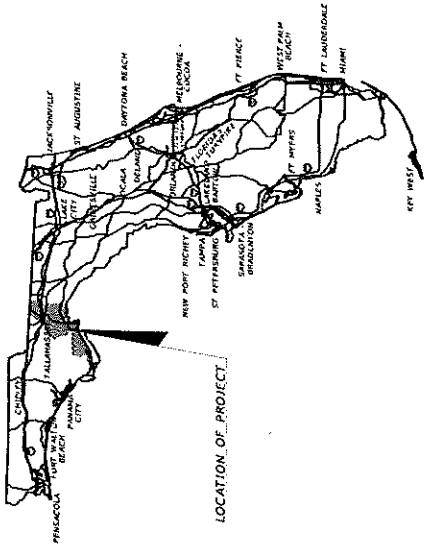
SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	APPROACH MARKER DETAILS
3	SITE 1 - LAKT BRADFORD TRACT APPROACH MARKERS
4	SITE 2 - SR 367 (BLOYSHAM CUTOFF) APPROACH MARKERS
5	SITE 3 - LANGSTON HOUSE (SMITH CREEK ROAD) APPROACH MARKERS
6	SITE 4 - MACK LANDING RECREATION AREA APPROACH MARKERS
7	SITE 5 - SR 65 APPROACH MARKERS
8	SITE 6 - WRIGHT LAKE RECREATION AREA APPROACH MARKERS
9	SITE 7 - FORT GADSDEN HISTORIC SITE APPROACH MARKERS
10	SITE 8 - WATERFRONT TRAIL PARK - APALACHICOLA APPROACH MARKERS
11	SITE 9 - CARRABELLE GATEWAY APPROACH MARKERS
12	SITE 10 - CROWDER MARINA APPROACH MARKERS
13	SITE 11 - CROOKED RIVER LIGHTHOUSE APPROACH MARKERS
14	SITE 12 - SOPCHOPPY DEPOT APPROACH MARKERS
15	SITE 13 - ST. MARKS RIVER PARK APPROACH MARKERS
16	SITE 14 - WAKULLA STATE FOREST APPROACH MARKERS
17	SITE 15 - FORT BRADEN TRAILHEAD APPROACH MARKERS
18	SITE 16 - LONG STAR ROAD - JUNCTION OF SR 70 AND CR 375 APPROACH MARKERS
19	SITE 17 - FIRE TOWER US 319 APPROACH MARKERS
20	SITE 18 - FIRE TOWER 96 IN FRANKLIN COUNTY APPROACH MARKERS
21	SITE 19 - FIRE TOWER SR 65 APPROACH MARKERS
22	SITE 20 - DWARF CYPRESS BOARDWALK APPROACH MARKERS
23	SITE 21 - OCHLOCKNEE BAY BOAT RAMP APPROACH MARKERS
24	SITE 22 - LEONARD'S LANDING APPROACH MARKERS
25	SITE 23 - CARRABELLE BEACH APPROACH MARKERS
26	SITE 24 - ST. GEORGE ISLAND LIGHTHOUSE AND INFORMATION CENTER APPROACH MARKERS
27	SITE 25 - JUNCTION OF SR 365 & SR 367 APPROACH MARKERS
28	SITE 26 - FLORIDA NATIONAL SCENIC TRAIL APPROACH MARKERS
29	SITE 27 - BOTTOMS ROAD LANDING APPROACH MARKERS
30	SITE 28 - OTTER LAKE RECREATION AREA APPROACH MARKERS
31	SITE 29 - EASTPOINT VISITOR CENTER APPROACH MARKERS
32	SITE 30 - NEWPORT PARK/ ST. MARKS RIVER APPROACH MARKERS
33	SITE 31 - WAKULLA COUNTY WELCOME CENTER APPROACH MARKERS
34	SITE 32 - WASHES SANDS BOAT RAMP APPROACH MARKERS

**GOVERNING STANDARD PLANS:**  
Florida Department of Transportation, FY2023-24 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).  
Standard Plans for Road Construction and associated IRs are available at the following website: <http://www.fdot.gov/design/standardplans>

**GOVERNING STANDARD SPECIFICATIONS:**  
Florida Department of Transportation, FY 2023-24 Standard Specifications for Road and Bridge Construction at the following website: <http://www.fdot.gov/programmanagement/implemented/SpecBooks>



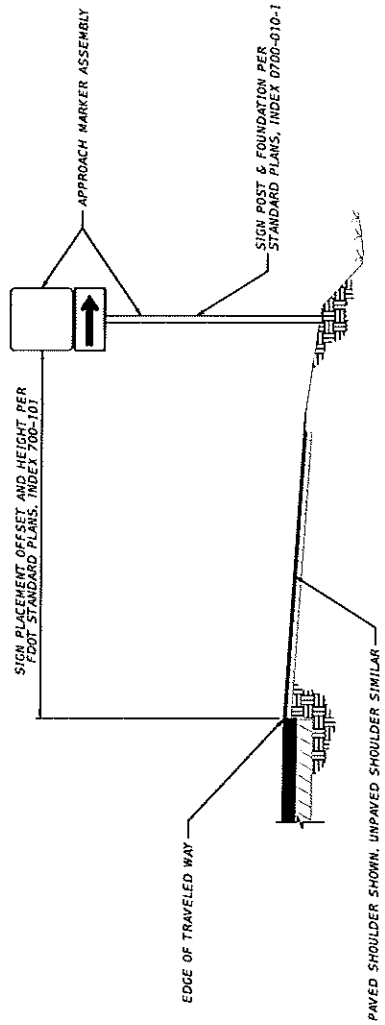
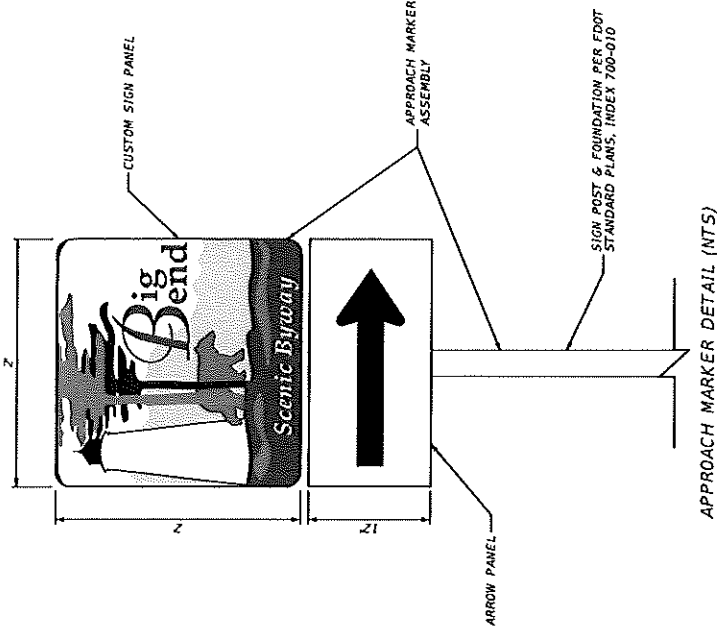
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY  
**Jacques Registe 10:29:40 -04'00'**  
ON THE DATE ADJACENT TO THE SEAL  
PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.



- COUNTY COMMISSIONERS
- DISTRICT 1 BILL PROCTOR
  - DISTRICT 2 CHRISTIAN CABAN
  - DISTRICT 3 RICK MINOR
  - DISTRICT 4 BRIAN WELCH
  - DISTRICT 5 DAVID O'KEEFE
  - AT-LARGE I/ VICE CHAIR CAROLYN CUMMINGS
  - AT-LARGE II/ CHAIRMAN RICK MADDOX
  - COUNTY ADMINISTRATOR VINCENT S. LONG
  - DIRECTOR OF PUBLIC WORKS BRENT PELL, P.E.

SHOP DRAWINGS TO BE SUBMITTED TO:  
LEON COUNTY DEPARTMENT OF PUBLIC WORKS  
1000 W. GULFSTREAM ROAD, TALLAHASSEE FLORIDA 32308  
PHONE: (850) 406-1500  
FAX: (850) 606-3501

ENGINEER OF RECORD:  
JACQUES REGISTE, P.E.  
P.E. NO: 43397  
SUBSTITUTE ENGINEER: JACQUES REGISTE, P.E.  
TALLAHASSEE, FL 32308  
PHONE: (850) 894-4571  
VENDOR NUMBER: 81-055-7915



LEON COUNTY DEPARTMENT OF PUBLIC WORKS		ROAD NO. COUNTY	FINANCIAL PROJECT ID 424309-4-58-01	SHEET NO. 2
JACQUES REGISTE, P.E. P.E. LICENSE NUMBER 43397 EBBSTONE, INC. 3370 CAPITAL CIRCLE NE, SUITE J TALLAHASSEE, FL 32308				

DATE	DESCRIPTION	DATE	DESCRIPTION

11/17/2023 8:54:39 AM 016261

2:209\_current\_projects\9002\_BBS\Leon County\424309\016261\way\TYT\CR002026.DWG

Site# 8  
Owner: City of Apalachicola  
County: Franklin  
Parcel No.: 01-09S-08W-8330-0000-0011  
Site: Waterfront Trail Park  
Address: Market St.  
FDOT Roadway? YES



Map for Approach Markers



**APALACHICOLA CITY COMMISSION**  
**Agenda Item**  
**Meeting Date: 07/07/2026**

**SUBJECT: Parks & Recreation Update and Request**

Request for Approval of Bodiford Park Plan  
Request for decision on funding for Park Enhancements & Recreation

**AGENDA INFORMATION:**

Agenda Location:    New Business  
Item Number:        5  
Department:  
Presenter:        Donna Ingle and Torben Madson

**BRIEF SUMMARY:**

Parks & Recreation have two requests:

- (1) Approval of enhancement plans for Bodiford Park presented by park adoptee Christopher Aitken. The correct northern boundary of the park needs to be determined and correctly marked.
- (2) Request from previous Chair Torben Madson for decision on funding for park enhancements and recreation.

**RECOMMENDED MOTION AND REQUESTED ACTIONS:**

- (1) Approve Bodiford Park Enhancement plan and have city management correctly mark boundaries of park
- (2) Approve funding to be included in next year's budget for Parks & Recreation

**ATTACHMENTS:**

- (1) Bodiford Park Enhancement Plan
- (2) Recreation Opportunities

**STAFF'S COMMENTS AND RECOMMENDATIONS:**

**FUNDING SOURCE:**

# Bodiford Park



before



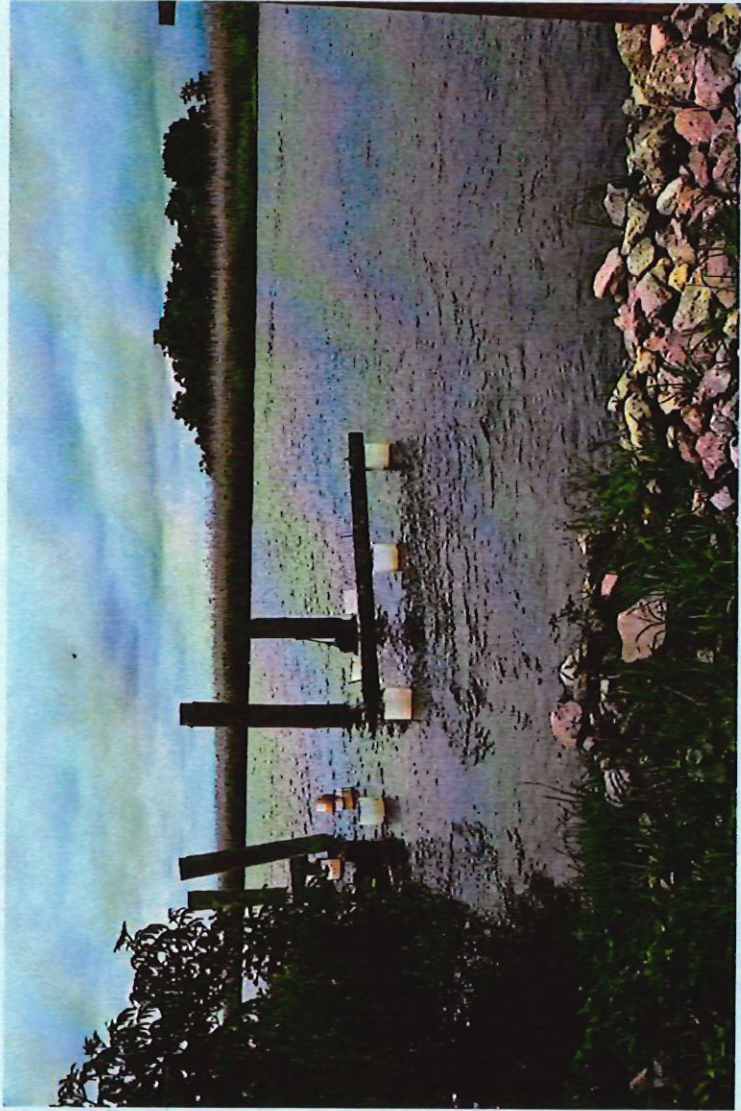
after



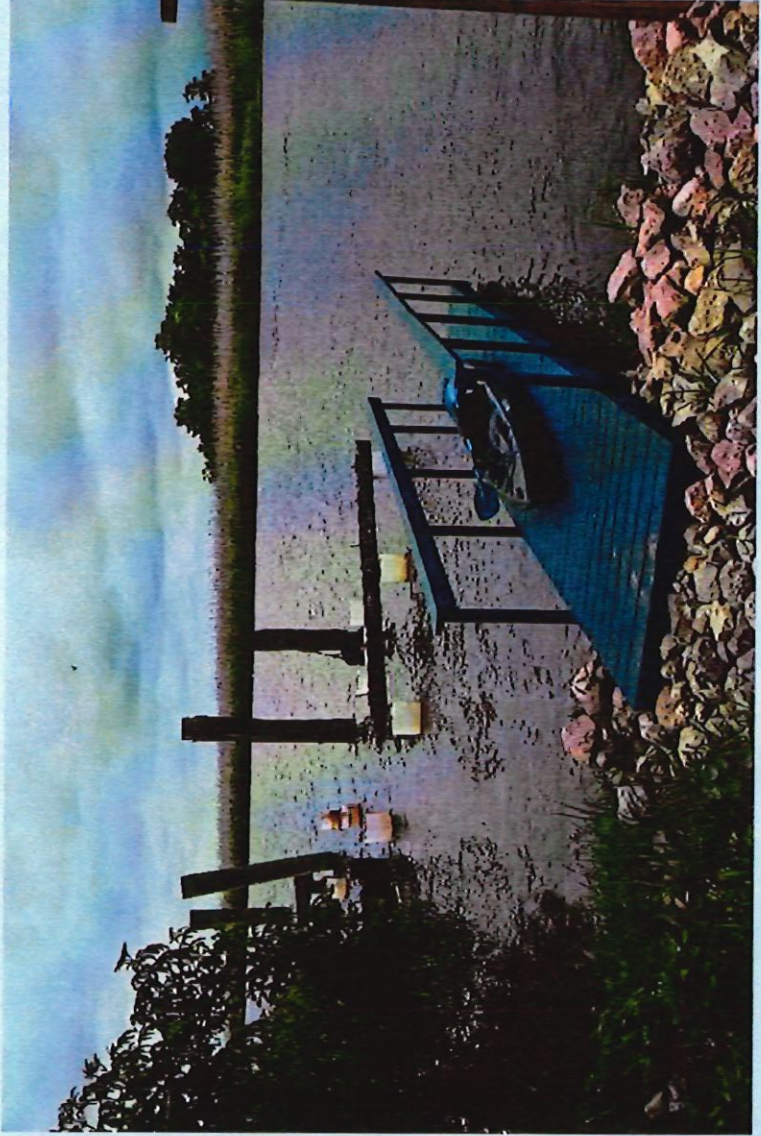
before



after



before



after

### **August Events**

#### **Outdoor:**

**Sunday August 2<sup>nd</sup> @ 6-9, Back to School Ultimate Frisbee, 2 or 4 teams of 7 players in Round Robin Format at Fields by Old High School.**

#### **Indoor:**

**Thursday, August 6<sup>th</sup> @ 6-9, Murder Mystery Night @ Holy Family Senior Center. Up to 24 people.**

### **September Events**

#### **Outdoor:**

**Wednesday, September 16<sup>th</sup> @ 6-8, Basketball @ Sylvester Williams. 24 people for 6 teams.**

#### **Family Fun:**

**Saturday, September 26<sup>th</sup> @ 6-10:30 Outdoor Movie Night, with 2 movies, Drinks and Snacks provided.**

### **October Events**

#### **Outdoor:**

**Sunday, October 18th @ 5-8, Coed Fall Flag Football @ Old High School. Round-Robin of 4 teams-5-7 players per team.**

#### **Indoor:**

**Wednesday, October 28<sup>th</sup> @ 6-9, Mah-Jongg Night @ Holy Family Senior Center. 6-9, # of People depends on how many Mah-Jongg tables we have. 4 per table.**

Category	Unit	Cost	In-Kind	Total
Sports Equipment for Recreation	1	\$2000		\$2000
Indoor Rec Supplies	1	\$1500		\$1500
5-K event	1	\$3000	\$2000	\$1000
Food and Drink	1	\$1000		\$1000
Park Allocation	18	\$500		\$9000
Adopt a Park Signs	19	\$285		\$5415
Summer Camps	3	\$150		\$450
<b>Total:</b>				<b>\$20,365</b>
<b>Remaining:</b>				<b>\$3,635</b>

**\*Note: If we charge nominal fees like \$25 a child for tennis**

**APALACHICOLA CITY COMMISSION**  
**REQUEST FOR BOARD ACTION**  
**Meeting Date: July 7, 2026**

**SUBJECT:** Authorization to Submit Grant Application to FloridaCommerce Rural Infrastructure (RIF) to Complete the Construction and Furnishings, Fixtures, and Equipment (FFE) for the HCA Building and Old City Hall.

**AGENDA INFORMATION:**

**Agenda Location:**     **New Business**  
**Item Number:**       **6**  
**Department:**        Grants, Compliance, and Procurement  
**Contact:**            Leslie Glaze/Charles Anderson/Cindy Clark (Bay Media)  
**Presenter:**          Charles Anderson

**BRIEF SUMMARY:**

Project Title: Construction Completion HCA Building and Old City Hall

Funder: FloridaCommerce Rural Infrastructure Fund (RIF)

Grant Application Due: July 13, 2026

Estimated Cost:

Old City Hall Construction: \$500,000

HCA Building: \$250,000

FFE for Both Buildings: \$500,000

Total Costs: \$1.25 million

Match: NO MATCH REQUIRED DUE TO RURAL AREA OF OPPORTUNITY and NO CAP ON CONSTRUCTION REQUEST

This grant application will allow the City to fully bridge the budget gap created by the Florida Division of Historical Resources (DHR) Special Category funding omission and rising construction costs. This grant will successfully finalize construction, achieve total Americans with Disabilities Act (ADA) compliance, and fully equip both **Old City Hall** and the **HCA Building** for public and municipal use. The Florida Division of Historical Resources (DHR) Special Category grants have been denied for these properties, and relying solely on this Category to be funded is unfeasible due to recent construction cost inflation. Dramatic rises in construction material and labor costs have outpaced our original structural budgets. Current costs to complete each building has already increased from \$300,000 to \$500,000, due to the lengthy process of obtaining DHR funds. Leaving these buildings partially finished creates prolonged vacancy issues and potential legal issues regarding ADA access.

Applying to the Rural Infrastructure Fund is an ideal alternative, as it specifically facilitates financing for critical public tourism infrastructure and local economic development. The City will request the funding needed to complete the ADA upgrades that are mandatory for public access

to include elevators and ADA bathrooms on the second floor of each building. The RIF application will also target Furnishings, Fixtures, and Equipment (FFE) to ensure both buildings are functional and able to be used by the City. This grant will cover the complete procurement costs of FFE, and the buildings are fully operational the day construction finishes. The RIF funding will enable the City to protect and rehabilitate two of Apalachicola's most important municipal anchors. We will have immediate economic utility as the buildings will become active, fully furnished public and municipal spaces for the community.

**RECOMMENDED MOTION AND REQUESTED ACTIONS:** Approve staff to submit the grant application.

**FUNDING SOURCE:** FloridaCommerce Rural Infrastructure Fund, Construction grant is 100% funded.

**ATTACHMENTS:** None

**STAFF'S COMMENTS AND RECOMMENDATIONS:** Approval the submittal of this grant application.

**APALACHICOLA CITY COMMISSION  
REQUEST FOR BOARD ACTION  
Meeting Date: 7/7/2026**

**SUBJECT:** Authorization to Pursue DEP Florida Resilient Coastlines Program Funding for Critical Drainage Infrastructure Repairs

**AGENDA INFORMATION:**

**Agenda Location:** New Business  
**Item Number:** 7  
**Department:** Grants/Procurement  
**Contact:** Leslie Glaze  
**Presenter:** Charles Anderson

**BRIEF SUMMARY:**

Project Title: Drainage Basin Analysis Implementation Project  
Estimated Costs: \$3.7 million  
Match: Fully Grant Funded  
Project Timeline: The grant cycle opens July 1, 2026, and closes September 1, 2026. Project expected to complete in 24 months.

This grant application request funds to fully finance the design, repair, and construction of severe, documented drainage and nuisance flooding issues across the city. All targeted projects were strictly identified during the Drainage Basin Analyses Phase I and II but currently lack alternative funding sources. The project timeline spans 24 months from fund allocation to closeout.

This project will directly resolve recurring roadway flooding at multiple key intersections to protect property and improve traffic safety, integrate modern water quality vaults and structural filtration systems across 10 critical outflow locations to safeguard local water bodies, and reconstruct failing road crowns and replace faulty, decaying stormwater conveyances before catastrophic failure occurs.

The scope targets infrastructure bottlenecks identified in our master drainage plans, split into two main operational categories:

- Roadway & Intersection Conveyance: Replacement and retrofitting of failing pipe systems, addition of high-capacity inlets, crown reconstruction, and structural roadway conveyance overhauls.
- Outflow & Environmental Quality: Design, repair, and replacement of faulty stormwater conveyances alongside the installation of specialized filtration systems @ 10 high-priority outflow locations.

**RECOMMENDED MOTION AND REQUESTED ACTIONS:** Approve staff to submit the grant application.

**FUNDING SOURCE:** FDEP Resilient Florida grant.

**ATTACHMENTS:** None

**STAFF'S COMMENTS AND RECOMMENDATIONS:** Staff recommend the Commission authorize staff to submit the grant application to the DEP Florida Resilient Implementation Program.

**APALACHICOLA CITY COMMISSION  
REQUEST FOR BOARD ACTION  
Meeting Date: July 7, 2026**

**SUBJECT:** Approval for FDEP Resilience Implementation Grant Application Submission

**AGENDA INFORMATION:**

**Agenda Location:** New Business  
**Item Number:** 8  
**Department:** Grants/Procurement  
**Contact:** Leslie Glaze  
**Presenter:** Charles Anderson

**BRIEF SUMMARY**

**Project Title:** Mitigation Measures Critical Assets Grant Application  
**Costs:** \$250,000  
**Match:** Fully Funded Grant Project  
**Project Timeline:** 3-4 months

The City of Apalachicola must continue taking proactive steps to protect its historic downtown and municipal operations from increasingly severe coastal flooding and storm events. This proposal seeks formal commission authorization to apply for an Implementation Grant through the FDEP Resilient Florida Program. Grant funding will be directed toward the purchase of a mobile SERT trailer equipped with (3000 x 24) Tiger Dams Bundle. The requested mitigation measure features a rapid-deployment flood barrier system (Tiger Dam) housed in a mobile SERT trailer. This asset will allow city personnel to quickly encircle and protect vital areas within the downtown district when tidal surges or heavy rainfall threaten the community.

While this equipment offers versatile protection for the entire downtown footprint, it will serve as the primary localized defense for two of the city's highest-priority structures:

1. Old City Hall (Municipal administration and emergency operations).
2. History, Culture, and Art Building (Harrison-Raney Building) (A vital cultural asset and community hub)

The City of Apalachicola has recently executed significant structural and storm mitigation repairs to both Old City Hall and the Harrison-Raney Building. However, structural hardening alone is not enough to achieve complete flood resilience. Acquiring the mobile Tiger Dam system is the

necessary next step to bridge this gap, providing our critical buildings with up to 36 inches of active floodwater defense during severe weather events. The FDEP Resilient Florida Implementation Program is designed to fund physical projects that mitigate the effects of flooding and sea-level rise. Our proposed project perfectly aligns with the state's resilience criteria because it protects core public infrastructure and safeguards essential water resources from disaster-related contamination.

**RECOMMENDED MOTION AND REQUESTED ACTIONS:** Approve staff to submit the grant application.

**FUNDING SOURCE:** FDEP Resilient Florida Implementation Grant.

**ATTACHMENTS:** None

**STAFF'S COMMENTS AND RECOMMENDATIONS:** Approve staff to submit the grant application.

**APALACHICOLA CITY COMMISSION**  
**Agenda Item**  
**Meeting Date: July 7, 2026**

**SUBJECT:**                    **Raney House Phase II Grant Support to Re-Apply**

**AGENDA INFORMATION:**

**Agenda Location:**        **New Business**  
**Item Number:**            **9**  
**Department:**  
**Presenter:**                **Caty Greene, former AAHS President**

**BRIEF SUMMARY:** The City of Apalachicola owns the property at 128 Market Street (i.e. Raney House Museum). Apalachicola Area Historical Society (AAHS) is applying for Phase II of a Special Categories Grant with the State of Florida for the continued historical restoration of Raney House Museum. **The State did not fund any grants in 2025 which leads to AAHS re-applying for the same grant.** The AAHS is requesting support from the community, organizations, and businesses in Apalachicola and Franklin county for this ongoing restoration project that began with Phase I initiated in 2021. As with all historic houses structural aspects of the house must be maintained to ensure long term preservation of this city owned property. The Raney House, a 187-year-old structure, is an essential part of the community and downtown Apalachicola's early history and architecture. Raney House Museum has garnered a long list of distinctions including placement on the National Register of Historic Places, being affiliated with numerous residents, including state senators, representatives, and judges.

Request for a Resolution of the City Council Members of the City of Apalachicola, FL, authorizing the City Manager to Approve the Expenditure up to \$60,000 to be used as matching funds for a State of Florida Department of State, Division of Historic Resources special category grant for restoration repairs for Raney House Museum operated by the Apalachicola Area Historic Society.

**RECOMMENDED MOTION AND REQUESTED ACTIONS:**

Approve a resolution authorizing the expenditure of \$60,000 to be used as matching funds for a State of Florida Department of State, Division of Historic Resources special category grant for restoration repairs for Raney House Museum, a city owned property.

**FUNDING SOURCE:** DOS- Div. of Historical Resources

**ATTACHMENTS:** Letter of Support; Resolution 2026-07

**STAFF'S COMMENTS AND RECOMMENDATIONS:**

**Mayor**  
Brenda Ash

**Commissioners**  
Donna Knutson  
Adriane Elliott  
Despina George  
Donna Duncan



# CITY OF APALACHICOLA

1 Bay Ave . Apalachicola, Florida 32320 .  
850-653-9319 . Fax 850-653-2205 . [www.cityofapalachicola.com](http://www.cityofapalachicola.com)

**City Manager**  
Charles Anderson

**Finance Director**  
Lee Mathes

**City Clerk**  
Sheneidra Cummings

**City Attorney**  
Dan Hartman

**July 7, 2026**

**Division Of Historical Resources  
RA Gray Building  
500 S Bronaugh Street  
Tallahassee, FL 32399-0250**

As the duly authorized representative of the City of Apalachicola, I hereby acknowledge the City's full support for and concurrence with the proposed project and this application for grant assistance. The City agrees to sign and record a Restrictive Covenant on the property as is required as part of the grant.

The Historic Raney House, dating to the 1830's, is a contributing structure within the City's 1980 Historic District designation {NR 72000316} and is individually recognized on the National Register of Historic Places {FR00066}. It stands as a cornerstone of the architectural and cultural heritage of Historic Apalachicola.

While the structure remains in generally good condition for a 187-year-old wooden home, its crumbling foundation requires urgent repair. Additionally, window and flooring repairs are needed to preserve the building's structural integrity and historical authenticity. This grant application provides a crucial framework to support the long-term preservation of this landmark within Historic Downtown Apalachicola.

Please accept this letter as the City of Apalachicola's full support of the Apalachicola Area Historical Society's efforts to pursue this important preservation initiative.

---

**Charles Anderson, City Manager  
City of Apalachicola  
1 Bay Ave  
Apalachicola, FL 32320  
(850) 653-9319**



RESOLUTION NO.: 2026-07

A RESOLUTION OF THE CITY COUNCIL MEMBERS OF THE CITY OF APALACHICOLA FLORIDA, AUTHORIZING CITY MANAGER TO APPROVE THE EXPENDITURE OF MATCHING FUNDS IN THE AMOUNT OF \$60,000 FOR THE DIVISION OF HISTORICAL RESOURCES GRANT APPLIED FOR IMPROVEMENTS AND REPAIRS TO THE RANEY HOUSE,

WHEREAS, the City of Apalachicola, Florida has requested the State of Florida Department of State, Division of Historical Resources for financial assistance for the repairs to the Raney House, a city owned property.

WHEREAS, in 2021 the Apalachicola Area Historical Society, which operates the Raney House Museum, was approved to receive \$327,500 (including a 25% match) through a Florida Department of State, Division of Historical Resources, Special Categories Grant. The city portion of the match was \$40,000.

WHEREAS, the current grant total request is \$280,000, with a required 25% match.

WHEREAS, the State of Florida Department of State requires that a resolution be passed by the City Council Members approving the payment up to \$60,000 matching funds.

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

I. The City Manager of the City of Apalachicola, Florida is directed to authorize up to \$60,000 expenditure as part of the match for the Division of Historical Resources Grant.

**DULY PASSED AND ADOPTED** by the Commission of the City of Apalachicola,

Florida, on this        day of        , 2026.

**CITY COMMISSIONERS  
CITY OF APALACHICOLA, FLORIDA**

---

**Brenda Ash, MAYOR**

**ATTEST:**

---

**Sheneidra Cummings, CITY CLERK**

**APALACHICOLA CITY COMMISSION  
REQUEST FOR BOARD ACTION  
Meeting Date: 7/7/2026**

**SUBJECT:** Approval for FDEP Resilience Implementation Grant Application Submission

**AGENDA INFORMATION:**

**Agenda Location:** New Business  
**Item Number:** 10  
**Department:** Grants/Procurement  
**Contact:** Leslie Glaze  
**Presenter:** Charles Anderson

**BRIEF SUMMARY:** This grant application seeks to design and build vital stormwater retrofits across 5 key sites in Apalachicola. Targeting chronic nuisance flooding and water quality, this initiative requires zero local match and positions the city to secure critical grant funding through approval to submit this grant application.

Project Name: Avenues Stormwater Retrofit Project

Estimated Budget: \$2.5 million

Local Match: 0% (Fully grant-funded)

Grant Cycle: July 1, 2026 – September 1, 2026

Nuisance flooding regularly impacts Apalachicola's residential and commercial corridors. This project directly targets and mitigates these vulnerabilities, protecting community accessibility and local infrastructure during heavy rain and storm events. As a highly resource-rich and environmentally sensitive estuarine system, the bay requires active protection. By capturing and filtering polluted runoff through specialized inlets and water quality vaults, this project preserves the ecological and economic integrity of our local waterways. Rather than starting from scratch, this design-and-build initiative directly translates our previously Commission-approved Stormwater Master Plans into tangible, on-the-ground solutions.

Improvements will focus on specific, high-priority interventions, including repairs, retrofitting, inlets, and water quality vaults—at the following 5 locations:

- Water Street
- Avenue F
- Avenue G
- Avenue E
- Avenue D

- Leslie Street

**RECOMMENDED MOTION AND REQUESTED ACTIONS:** Approval of this project proposal authorizes the City to immediately pursue and secure this \$2.5 million funding opportunity. With absolutely no local match required, this is a highly leveraged, cost-effective way to address public safety, reduce neighborhood flooding, and protect our estuary.

**FUNDING SOURCE:** FDEP Resilient Florida Implementation Grant.

**ATTACHMENTS:** None

**STAFF'S COMMENTS AND RECOMMENDATIONS:** Approve staff to submit grant application.

**APALACHICOLA CITY COMMISSION  
REQUEST FOR BOARD ACTION  
Meeting Date: July 7, 2026**

**SUBJECT:** Approval for FDEP Resilience Implementation Grant Application Submittal

**AGENDA INFORMATION:**

**Agenda Location:** New Business  
**Item Number:** 11  
**Department:** Grants/Procurement  
**Contact:** Leslie Glaze  
**Presenter:** Charles Anderson

**BRIEF SUMMARY:** Requesting authorization to submit a grant application for \$100,000 to the Florida Department of Environmental Protection (FDEP) to complete the Apalachicola Stormwater Pipe Relining and Backflow Devices project (LPA0140).

Project Name: LPA0140 Stormwater Pip Relining and Backflow Device

Estimated Budget: \$100,000

Local Match: 0% (Fully grant-funded)

Grant Cycle: July 1, 2026 – September 1, 2026

In 2021-2022, the City received \$100,000 from the State Legislature for stormwater improvements. The project successfully completed 1 out of 3 of its deliverables, establishing that relining and backflow devices are highly effective at mitigating flooding. The City currently has the engineer and contractor on standby to execute the two remaining deliverable areas: Avenue B (between 11th and 12th Street) and 5th Avenue (between Avenue C and Avenue E)

**RECOMMENDED MOTION AND REQUESTED ACTIONS:** Approve staff to submit the grant application.

**FUNDING SOURCE:** FDEP Resilient Florida Implementation Grant.

**ATTACHMENTS:** None

**STAFF'S COMMENTS AND RECOMMENDATIONS:** Approve staff to submit the grant application.

**APALACHICOLA CITY COMMISSION**  
**REQUEST FOR BOARD ACTION**  
Meeting Date: July 7, 2026

**SUBJECT:** Referendum Language

**AGENDA INFORMATION:**

Agenda Location: New Business  
Item Number: 12  
Department: Commission  
Contact: Dan Hartman  
Presenter: Dan Hartman/Charles Anderson, Mgr

**BRIEF SUMMARY:**

At the workshop on HB 4013 the Commission directed the City attorney to develop and submit proposed Referendum language for the November 2026 Ballot. The purpose of the Ballot language was to inform the Commission of the will of the people regarding implementation of the Local Bill. Specifically, the formation of a District for the purpose of divesting the City of ownership and control of the current City Water and Sewer System. Do the Citizens want the City to mount a legal challenge to the Local Bill?

**RECOMMENDED MOTION AND REQUESTED ACTIONS:**

1. Identify the Referendum language that the Commission would like to appear on the Ballot.
2. Direct the City Attorney to prepare a Resolution in order to approve the Referendum language.
3. Direct the City Manager or Clerk to coordinate with the Clerk to place the Referendum on the November 2026 Ballot.

**FUNDING SOURCE:** N/A

**ATTACHMENTS:**

Proposed Ballot Language Options

**STAFF'S COMMENTS AND RECOMMENDATIONS:**

**Option 1**

**Ballot Title: Referendum on Challenging Local Bill HB 4103**

**Ballot Question:** *Shall the City of Apalachicola initiate legal action or other authorized proceedings to challenge HB 4103, which establishes the “Apalachicola Water and Sewer District” and provides for the transfer of ownership and operation of the City’s water and sewer utility to the District on December 1, 2026?*

**YES** — I vote for the City to challenge HB 4103. **NO** — I vote against the City challenging HB 4103.

**Option 2**

**Ballot Title: City Challenge to Water & Sewer District Law**

**Ballot Question:** *HB 4103 creates a new “Apalachicola Water and Sewer District” and would transfer the City’s water and sewer system to that District on December 1, 2026. Should the City of Apalachicola take legal action to challenge this law?*

**YES** — The City should challenge the law. **NO** — The City should not challenge the law.

**Option 3**

**Ballot Title: Challenge to HB 4103**

**Ballot Question:** *Should the City of Apalachicola challenge HB 4103, which transfers the City’s water and sewer utility to the Apalachicola Water and Sewer District on December 1, 2026?*

**YES** — The City should challenge the law. **NO** — The City should not challenge the law.

**Optional Explanatory Statement (if the Supervisor charter allows one)**

(Some jurisdictions allow a brief “summary” or “explanatory note” outside the ballot question itself.)

*HB 4103 is a Local Bill enacted by the Florida Legislature and creates a new independent special district to own and operate the water and sewer utility currently operated by the City. A “YES” vote authorizes the City to pursue legal or administrative action to challenge the law. A “NO” vote means the City will not challenge the law.*

**Drafting Notes:**

Ballot Referendum Title must be 15 Words or less

Ballot Referendum Language must be 75 words or less

**APALACHICOLA CITY COMMISSION  
REQUEST FOR BOARD ACTION  
Meeting Date: July 7, 2026**

**SUBJECT:** Code Enforcement Hearing Officer

**AGENDA INFORMATION:**

**Agenda Location:** New Business  
**Item Number:** 13  
**Department:** Commission  
**Contact:** Dan Hartman  
**Presenter:** Dan Hartman/Charles Anderson, Mgr/Brandon Henderson, Code Enforcement

**BRIEF SUMMARY:**

City Code Section 28-133 authorizes the Commission to appoint a hearing officer to hear code enforcement proceedings. The Hearing Officer will operate according to Ch. 28, Article II, Div. 2, Municipal Code Enforcement Board and Appeals. This appointment would expedite and streamline code enforcement operations in the City. The proposal is to retain the services of Cole Davis, Esq. who currently provides Hearing Officer services to Franklin County.

**RECOMMENDED MOTION AND REQUESTED ACTIONS:**

Authorize the Manager to execute a one (1) year contract for Hearing officer services on the terms set forth in the sample agreement attached.

**FUNDING SOURCE:** N/A

General Fund, to be reimbursed through payment of fees and costs by violating parties secured by a lien against real property as applicable.

**ATTACHMENTS:**

Sample engagement agreement with DMW Law Group  
Sample engagement agreement with Hand Arendall Harrison Sale LLC.

**STAFF'S COMMENTS AND RECOMMENDATIONS:**

Approve.



850.527.0889  
coledavis@dmwlawgroup.com  
www.dmwlawgroup.com  
421 Jenks Avenue  
PO Box 40  
Panama City, FL 32402

June 24, 2025

**SENT VIA EMAIL:**

Franklin County  
c/o Thomas Michael Shuler, County Attorney  
33 Market Street, Ste 203  
Apalachicola, FL 32320  
mshuler@shulerlawfl.com

**Subject :**

Engagement as Franklin County  
Special Magistrate

Dear Mr. Shuler,

We are pleased to confirm our engagement to represent you in the above-described matter. This letter outlines the terms and conditions under which our firm, DMW Law Group, will provide legal services to you. Please read this letter carefully. If the terms are acceptable, sign and return a copy to us.

1. **Scope of Engagement:** We will serve as the Special Magistrate for Franklin County code enforcement.
2. **Legal Fees and Billing:** Our legal services will be billed at the hourly rate of \$200 per hour for attorney Cole Davis to prepare for and conduct code enforcement hearings and any post hearing matters. The firm will use additional attorneys at the same hourly rate or paralegals where deemed cost-effective. The hourly rate for paralegals is \$85 per hour. These rates are subject to increase without notice on January 1 of each year. Time will be billed in increments of one-tenth (1/10) of an hour, i.e., six-minute intervals. The charges for our services will reflect the actual time spent on your matter, and will include, but not be limited to, meetings, calls, emails, document drafting, and legal research.
3. **Costs and Expenses:** In addition to our hourly fees, we will invoice you directly for costs incurred in connection with your representation. These may include any out-of-pocket costs. Should we need to pay any costs on your behalf, those costs will be billed to you promptly on your monthly invoice.
4. **Travel Time:** Travel time to and from Franklin County will be charged at \$100 per hour.
5. **Use of Artificial Intelligence (AI):** To assist in providing efficient and effective legal services, we may use AI tools as part of the legal work performed on your behalf. These tools will be used to help with

document review, legal research, or other tasks as appropriate. Rest assured, any AI-assisted output will be supervised, vetted, and revised by our attorneys to ensure accuracy and quality of service. You will not be charged any additional fees for the use of AI in your case, and by signing this agreement, you consent to the use of AI in connection with your legal matters.

6. Paperless Billing and Electronic Notices: Our firm utilizes a paperless billing model, and all notices, including billing statements, will be sent to you electronically. By signing this letter, you consent to receiving such notices by email or through other electronic means. You agree to maintain current and accurate contact information with us so that notices can be delivered to you in a timely manner.

7. Client Portal Access: As part of our service, you will have access to a client portal where you can upload documents, communicate with us, and access other account features. This portal is designed to enhance your experience by providing secure and convenient access to your case materials and comes at no additional cost to you.

8. Payment Terms: Billing will occur monthly, with invoices reflecting services rendered in the previous month. Payment is due within 30 days from the date of the invoice. Overdue payments may incur interest at 1.5% per month. Payments can be made by credit or debit card, e-check, or paper check. If paying by check, please send it to our mailing address:

DMW Law Group  
421 Jenks Avenue  
P.O. Box 40  
Panama City, Florida 32402

9. Right to Terminate Representation: You have the right to terminate our representation at any time. If you choose to do so, you agree to promptly pay all outstanding legal fees and costs. Similarly, the law firm reserves the right to terminate this engagement at any time, subject to the same payment requirements.

10. Miscellaneous Terms: This engagement letter constitutes the entire agreement between you and DMW Law Group. Any amendments or modifications must be in writing and agreed upon by both parties. This agreement is governed by the laws of the State of Florida.

If you have any questions regarding these terms, please contact me. Otherwise, please sign and return a copy of this letter to indicate your acceptance of the terms set forth herein. We thank you for choosing DMW Law Group to represent you in this matter. We are committed to providing you with diligent, effective, and professional legal services.

Sincerely,

*/s/ J. Cole Davis, Esq.*

**ACKNOWLEDGMENT AND AGREEMENT**

I acknowledge and agree to the terms set forth in this engagement letter. I understand and consent to the use of AI in my representation, as described above, and agree to the paperless billing model and other provisions set forth herein.

Client Signature: \_\_\_\_\_

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

Title (if applicable): \_\_\_\_\_

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

June 23, 2022

Via email: [mshuler@shulerlawfl.com](mailto:mshuler@shulerlawfl.com)

Franklin County  
c/o Thomas Michael Shuler, County Attorney  
33 Market Street, Ste 203  
Apalachicola, FL 32320

Re: Engagement Letter for Legal Representation

Dear Thomas:

I appreciate Franklin County selecting Hand Arendall Harrison Sale ( the "Firm") to serve as the County's Special Magistrate.

The following are the general terms under which the Firm provides legal services but may be modified to suit your specific requirements. If any amendments are desired, please let me know. Otherwise, this will constitute the Firm's agreement with Franklin County once it has been fully executed.

1. **Scope of Engagement.** We will serve as the Special Magistrate for Franklin County for code enforcement.
2. **Personnel.** I will serve as lead attorney for the Special Magistrate services. In the event that I am unable to serve, Cole Davis, Esq. will serve as my alternate Special Magistrate.
3. **Fees and Expenses.** Unless otherwise agreed in writing, our legal fees will be billed on an hourly basis. My hourly rate is \$200 per hour to prepare for and conduct code enforcement hearings and for any post hearing matters. My hourly rate for drive time will be \$100 per hour. To the extent that expenses are incurred in the Special Magistrate services, the County shall reimburse the Firm

for the actual costs of on-line research, copy fees and any other fees related to the representation.

4. **Billing Procedures.** We bill time and rate charges on a monthly basis and provide an itemized statement that includes any costs and expenses that are necessarily and reasonably incurred. Each invoice is due and payable upon receipt.

5. **Deposit for Fees and Expenses.** The firm will not require an advance deposit.

6. **Conflicts of Interest.** We are not aware of any undisclosed conflict of interest between the work we will be performing for you and any other client at this time. Should any conflict be discovered with any client, we will advise immediately.

7. **Term of Engagement.** The term of this agreement shall be for one year and shall automatically renew for successive one-year terms unless terminated by either party as provided for herein. Either party may terminate our engagement at any time and for any reason by giving written notice of termination. In the event of termination by either party for any reason, the County agrees to pay all outstanding fees and expenses advanced by the Firm to the date of termination, and the Firm agrees to cooperate in all ways reasonably requested in the transfer of pending matters to successor legal counsel. All files generated by the Firm are the property of the Firm. However, upon payment of our fees and costs, copies of our files will be made available to you and successor legal counsel.

8. **Entire Agreement.** This letter contains the entire agreement between Franklin County and the Firm. Any deletions, additions or changes must be evidenced by a written agreement expressly modifying this document that is signed by all parties hereto.

Thank you again for this opportunity to be of service to you. We look forward to working with you.

Very truly yours,



Jennifer W. Shuler

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ACCEPTANCE

FRANKLIN COUNTY employs Hand Arendall Harrison Sale LLC as legal counsel on the terms set forth herein and accepts all the statements and conditions set forth above..

DATED effective June 24, 2022

  
By: It's Chairman

**APALACHICOLA CITY COMMISSION  
REQUEST FOR BOARD ACTION  
Meeting Date: July 7, 2026**

**SUBJECT:** Appointment of Water and Sewer District Board Member

**AGENDA INFORMATION:**

**Agenda Location:** New Business  
**Item Number:** 14  
**Department:** Commission  
**Contact:** Dan Hartman  
**Presenter:** Dan Hartman/Charles Anderson, Mgr

**BRIEF SUMMARY:**

The recently enacted HB 4103 establishing the Apalachicola Water and Sewer District provides for appointment of a five (5) member governing Board. The City is responsible for appointment of one (1) member. The Governor will appoint three (3) and the County one (1).

Potential nominees currently include George Mahr, Paul Hill, Deloris Croom and Donna Knutson.

**RECOMMENDED MOTION AND REQUESTED ACTIONS:**

1. Nominate and appoint the City District Board Member.
2. Authorize the Manager to relay the name and contact information of the City appointee to the District.

**FUNDING SOURCE:** N/A

**ATTACHMENTS:**

None.

**STAFF'S COMMENTS AND RECOMMENDATIONS:**

Appoint the City Board Member.

**APALACHICOLA CITY COMMISSION  
REQUEST FOR BOARD ACTION  
Meeting Date: July 7, 2026**

**SUBJECT:** Parking – Historic Waiver and Site Plan Considerations

**AGENDA INFORMATION:**

**Agenda Location:** New Business  
**Item Number:** 15  
**Department:** Commission  
**Contact:** Dan Hartman  
**Presenter:** Dan Hartman/Applicant – Waddell Family Apalachicola Historical Preservation Society, Inc.

**BRIEF SUMMARY:**

Consideration pursuant City Regulations for Historic Structures to grant an eight (8) parking space waiver for the project known as “Adaptive Reuse and Reconstruction of Demo George Building at 155 Commerce Street in Apalachicola”.

Further, Commission review of proposed parking plan for the project as requested by the P&Z Board at their June 8<sup>th</sup> meeting, allowing for offsite parking to be met with on-street parking or the City Lot on Commerce Street, approximately 500 feet from the project site. With the granting of the Waiver, up to 12 spaces would be provided on street or in the City Lot. The site has 60 ft. of street frontage, which, alone, if considering both sides of the street, would accommodate 6 parking spaces, leaving a balance of 5 spaces to be accounted for elsewhere.

Also, consideration to allow a roof extension over sidewalk similar to other buildings on the block.

**RECOMMENDED MOTION AND REQUESTED ACTIONS:**

Motion to Approve – 8 space waiver regarding the proposed parking plan.

**FUNDING SOURCE:** N/A

**ATTACHMENTS:**

Master Site File designating building attached.  
Site Plan, Parking and Related Exhibits Attached.

**STAFF’S COMMENTS AND RECOMMENDATIONS:**



AR=0  
 SS=1024  
 CH=1  
 RG=3  
 BR=0  
 Total=1028

### Cultural Resource Roster

SiteID	Type	Site Name	Address	Additional Info	SHPO Eval	NR Status
FR00062	CM	CHESNUT STREET CEMETERY	Apalachicola	Established 1831, Graves = 587		
FR00065	SS	JOHN GORRIE MUSEUM				
FR00066	SS	RANEY, DAVID G HOUSE	128 Market ST, Apalachicola	1838 Greek Revival		NR Listed - Sep 22, 1972
FR00067	SS	TRINITY EPISCOPAL CHURCH		1839 Greek Revival		NR Listed - Jun 30, 1972
FR00080	SS	SPANO, S HOUSE	56 COMMERCE ST, APALACHICOLA	1901 Frame Vernacular		NR Contrib - FR00350
FR00081	SS	TEAGUE, S E HOUSE	11 9th ST, Apalachicola	1910 Queen Anne (Revival)		NR Contrib - FR00350
FR00082	SS	WILLIAMS, SUSAN HOUSE	159 4TH ST, APALACHICOLA	c1870 Frame Vernacular		NR Contrib - FR00350
FR00083	SS	MURPHY, ANNIE HOUSE	90 I AVE, Apalachicola	c1910 Frame Vernacular		NR Contrib - FR00350
FR00084	SS	SMITH, S S HOUSE	89 AVE H, APALACHICOLA	c1899 Frame Vernacular		
FR00085	SS	CROWSON, CHARLES HOUSE	93 AVE H, APALACHICOLA	c1880 Frame Vernacular		NR Contrib - FR00350
FR00086	SS	AVERA GREENE HOUSE	102 11TH ST, APALACHICOLA	1891 Neo-Classical Revival		
FR00087	SS	URIAH M WRIGHT HOUSE	115 BAY AVE, APALACHICOLA	1885 Bungalow		NR Contrib - FR00350
FR00088	SS	ANNIE C STUART HOUSE	48 13TH ST, APALACHICOLA	1884 Queen Anne (Revival)		NR Contrib - FR00350
FR00089	SS	S G JOHNSON HOUSE	17 8TH ST, APALACHICOLA	c1885 Neo-Classical Revival		
FR00090	SS	DANIEL GILLIS HOUSE	68 9TH ST, APALACHICOLA	1891 Neo-Classical Revival		NR Contrib - FR00350
FR00091	SS	J M BARRMORE HOUSE	184 AVENUE F, APALACHICOLA	c1880 Neo-Classical Revival		
FR00092	SS	J RICHARDS HOUSE	111 AVE B, APALACHICOLA	1866 Frame Vernacular		
FR00093	SS	MADDOX WEFING HOUSE	123 AVE E, APALACHICOLA	c1880 Neo-Classical Revival		NR Contrib - FR00350
FR00094	SS	FRANK MESSINA HOUSE	111 4TH ST, APALACHICOLA	1887 Colonial Revival		NR Contrib - FR00350
FR00095	SS	C H LOVETT HOUSE	122 AVE E, APALACHICOLA	1877 Neo-Classical Revival		NR Contrib - FR00350
FR00096	SS	HICKEY BOURKE HOUSE	121 AVE B, APALACHICOLA	c1884 Neo-Classical Revival		
FR00097	SS	H F GORDON HOUSE	116 AVE E, APALACHICOLA	1887 Neo-Classical Revival		NR Contrib - FR00350
FR00098	SS	HAMILTON MARKS HOUSE	65 AVE E, APALACHICOLA	c1845 Colonial Revival		NR Contrib - FR00350
FR00099	SS	F J EGBERT HOUSE	148 5th ST, Apalachicola	c2016 Neo-Classical Revival		NR Contrib - FR00350
FR00100	SS	WILLIAMS-LIND HOUSE	18 7TH ST, APALACHICOLA	c1860 Neo-Classical Revival		NR Contrib - FR00350
FR00101	SS	BRADDOCK WILLIAMS HOUSE	28 7TH ST, APALACHICOLA	1877 Colonial Revival		NR Contrib - FR00350
FR00102	SS	D REFROE HOUSE	136 AVE G, APALACHICOLA	1885 Neo-Classical Revival		NR Contrib - FR00350
FR00103	SS	CALVIN WILLIAMS HOUSE	248 6TH ST, APALACHICOLA	c1890 Neo-Classical Revival		NR Contrib - FR00350
FR00104	SS	GEORGE GREDLER HOUSE	241 12TH ST, APALACHICOLA	-RESOURCE DESTROYED- 1886 Frame Vernacular		
FR00105	SS	WILLIAM E JONES HOUSE	89 AVE D, APALACHICOLA	c1881 Colonial Revival		NR Contrib - FR00350
FR00106	SS	CAMPBELL SHARIT HOUSE	84 AVE D, APALACHICOLA	1888 Neo-Classical Revival		NR Contrib - FR00350
FR00107	SS	FRANK ARMSTEAD HOUSE	180 S 6th ST W, Apalachicola	1925		
FR00108	SS	HANSERD-FRY HOUSE	96 5TH ST, APALACHICOLA	1866 Neo-Classical Revival		NR Contrib - FR00350
FR00109	SS	JOHN WAKEFIELD HOUSE	67 AVE C, APALACHICOLA	1906 Frame Vernacular		NR Contrib - FR00350
FR00110	SS	ANDREW WING HOUSE	23 7th ST, Apalachicola	c1883 Colonial Revival		NR Contrib - FR00350
FR00111	SS	W S MADDOX HOUSE	123 AVE F, APALACHICOLA	1884 Neo-Classical Revival		NR Contrib - FR00350
FR00112	SS	97 AVE I	97 AVE I, APALACHICOLA	Frame Vernacular		NR Contrib - FR00350
FR00113	SS	H B TUCKER HOUSE	152 S 6th ST W, Apalachicola	1910		
FR00114	SS	J W HOLLAND HOUSE	142 5TH ST, APALACHICOLA	-RESOURCE DESTROYED- 1892 Neo-Classical Revival		
FR00115	SS	NICHOLS-SHIPKA HOUSE	112 AVE C, APALACHICOLA	1877 Frame Vernacular		NR Contrib - FR00350
FR00116	SS	JAMES NELSON HOUSE	173 8TH ST, APALACHICOLA	1872 Frame Vernacular		NR Contrib - FR00350
FR00117	SS	177 8TH ST	177 8TH ST, APALACHICOLA	c1890 Frame Vernacular		NR Contrib - FR00350

SiteID	Type	Site Name	Address	Additional Info	SHPO Eval	NR Status
FR00118	SS	JOHN PATRICK LOVETT HOUSE	92 14TH ST, APALACHICOLA	1893 Neo-Classical Revival		NR Contrib - FR00350
FR00119	SS	THOMAS GORDON HOUSE	79 9TH ST, APALACHICOLA	-RESOURCE DESTROYED- c1900 Frame Vernacular		
FR00120	SS	THOMAS GORDON HOUSE	71 9TH ST, APALACHICOLA	-RESOURCE DESTROYED- 1884 Neo-Classical Revival		
FR00121	SS	231 8TH ST	231 8TH ST, APALACHICOLA	Neo-Classical Revival		
FR00122	SS	KNIGHT, JOHN H, HOUSE	172 SW 9th ST, Apalachicola	c1930 Neo-Classical Revival		
FR00123	SS	138 8TH ST	138 8TH ST, APALACHICOLA	-RESOURCE DESTROYED- Neo-Classical Revival		
FR00124	SS	ANDREW PATTERSON HOUSE	160 9TH ST, APALACHICOLA	1882 Frame Vernacular		NR Contrib - FR00350
FR00125	SS	G G HENSLEY HOUSE	110 15TH ST, APALACHICOLA	1897 Neo-Classical Revival		NR Contrib - FR00350
FR00126	SS	ZELLA WILBUR HOUSE	131 AVE F, APALACHICOLA	1884 Neo-Classical Revival		NR Contrib - FR00350
FR00127	SS	HENRY SIMMONS	118 9TH ST, APALACHICOLA	1882 Neo-Classical Revival		NR Contrib - FR00350
FR00128	SS	A R ROBINSON HOUSE	195 AVE D, APALACHICOLA	1890 Frame Vernacular		NR Contrib - FR00350
FR00129	SS	ADOLPH MINKE HOUSE	183 AVE B, APALACHICOLA	c1891 Neo-Classical Revival		NR Contrib - FR00350
FR00130	SS	JACOB LIND HOUSE	158 4TH ST, APALACHICOLA	1867 Frame Vernacular		NR Contrib - FR00350
FR00131	SS	JAMES HOUSE	41 COMMERCE ST, APALACHICOLA	1890 Frame Vernacular		NR Contrib - FR00350
FR00132	SS	HOFFMAN, VALENTINE HOUSE	11TH ST, APALACHICOLA	1885 Neo-Classical Revival		
FR00133	SS	HOFFMAN, VALENTINE HOUSE	49 16TH ST, APALACHICOLA	1885 Neo-Classical Revival		NR Contrib - FR00350
FR00134	SS	WILLIS FIELDS HOUSE	120 8TH ST, APALACHICOLA	1884 Neo-Classical Revival		NR Contrib - FR00350
FR00135	SS	W F FARLEY HOUSE	196 AVE D, APALACHICOLA	1891 Frame Vernacular		NR Contrib - FR00350
FR00136	SS	W C PICKETT HOUSE	26 7TH ST, APALACHICOLA	1887 Colonial Revival		NR Contrib - FR00350
FR00137	SS	MINNIE CLARK HOUSE	174 4TH ST, APALACHICOLA	1887 Colonial Revival		NR Contrib - FR00350
FR00138	SS	MATHEW BROWN HOUSE	162 8TH ST, APALACHICOLA	1887 Neo-Classical Revival		NR Contrib - FR00350
FR00139	SS	GEORGE ASHER HOUSE	179 S 7th ST W, Apalachicola	c1935		
FR00140	SS	MILLANDER-HOUSTON HOUSE	217 8TH, APALACHICOLA	-RESOURCE DESTROYED- 1887 Italianate		
FR00141	SS	J C MANUEL HOUSE	49 AVE G, APALACHICOLA	1884 Neo-Classical Revival		NR Contrib - FR00350
FR00142	SS	M BRASH SHOTGUN HOUSE	114 10th ST, Apalachicola	1909 Other		NR Contrib - FR00350
FR00143	SS	M BRASH SHOTGUN HOUSE	116 10TH ST, APALACHICOLA	1908 Frame Vernacular		NR Contrib - FR00350
FR00144	SS	FRANK TAYLOR HOUSE	237 7TH ST, APALACHICOLA	1905 Italianate		NR Contrib - FR00350
FR00145	SS	SHOTGUN HOUSE	108 AVE J, APALACHICOLA	c1890 Frame Vernacular		NR Contrib - FR00350
FR00146	SS	ELIZABETH E RUSSELL HOUSE	89 11TH ST, APALACHICOLA	c1887 Frame Vernacular		
FR00147	SS	148 6TH ST	148 S 6th ST W, Apalachicola	c1910		NR Contrib - FR00350
FR00148	SS	GEORGE THOMPSON HOUSE	196 6TH ST, APALACHICOLA	1877 Neo-Classical Revival		NR Contrib - FR00350
FR00149	SS	MRS JAMES ALLEN HOUSE	185 AVE F, APALACHICOLA	1890 Neo-Classical Revival		
FR00150	SS	ANTHONY LEE HOUSE	162 12TH ST, APALACHICOLA	1892 Neo-Classical Revival		NR Contrib - FR00350
FR00151	SS	CT WALTHEN HOUSE	173 AVE E, APALACHICOLA	1891 Neo-Classical Revival		NR Contrib - FR00350
FR00152	SS	A B MARCHANT	187 AVE C, APALACHICOLA	1888 Frame Vernacular		NR Contrib - FR00350
FR00153	SS	HENRY HUTCHINSON HOUSE	133 AVE I, APALACHICOLA	1891 Frame Vernacular		NR Contrib - FR00350
FR00154	SS	F M BRYAN HOUSE	138 7TH ST, APALACHICOLA	c1875 Neo-Classical Revival		
FR00155	SS	C H POHLMAN	147 S 5th ST W, Apalachicola	c1922		NR Contrib - FR00350
FR00156	SS	H W PICKETT HOUSE	100 AVE C, APALACHICOLA	c1866 Colonial Revival		NR Contrib - FR00350
FR00157	SS	JOHN SCHOELLES HOUSE	39 15TH ST, APALACHICOLA	1892 Neo-Classical Revival		
FR00158	SS	JAMES GIBSON HOUSE	135 AVE D, APALACHICOLA	1884 Queen Anne (Revival)		NR Contrib - FR00350
FR00159	SS	BEN BRYANT HOUSE	101 6TH ST, APALACHICOLA	1909 Queen Anne (Revival)		NR Contrib - FR00350
FR00160	SS	COOMBS, JAMES N HOUSE	82 6TH ST, APALACHICOLA	1905 Colonial Revival		NR Contrib - FR00350
FR00161	SS	W F FARLEY HOUSE	27 15TH ST, APALACHICOLA	1886 Queen Anne (Revival)		NR Contrib - FR00350
FR00162	SS	EDWARD FOWLER HOUSE	90 AVE D, APALACHICOLA	1902 Frame Vernacular		NR Contrib - FR00350
FR00163	SS	J E GRADY AND COMPANY	200-204 WATER ST, APALACHICOLA	1900 Renaissance Revival		NR Contrib - FR00350
FR00164	SS	FRANK R HARFORD HOUSE	124 AVE C, APALACHICOLA	1889 Queen Anne (Revival)		NR Contrib - FR00350
FR00165	SS	PEIRARA-GRADY HOUSE	127 BAY AVE, APALACHICOLA	1886 Queen Anne (Revival)		NR Contrib - FR00350

SiteID	Type	Site Name	Address	Additional Info	SHPO Eval	NR Status
FR00166	SS	E R HAYS HOUSE	48 AVE D, APALACHICOLA	1909 Colonial Revival		NR Contrib - FR00350
FR00167	SS	FREDRICK HOFFMAN HOUSE	108 AVENUE D, APALACHICOLA			NR Contrib - FR00350
FR00168	SS	J H HOSE HOUSE	40 16th ST, Apalachicola	c1893 Frame Vernacular		NR Contrib - FR00350
FR00169	SS	DOMINGO CANTENETTI	42 6TH ST, APALACHICOLA	1887 Colonial Revival		NR Contrib - FR00350
FR00170	SS	E P MCILVAINE HOUSE	189 AVE E AVE, Apalachicola, FL	1890 Queen Anne (Revival)	Eligible	NR Contrib - FR00350
FR00171	SS	H D MARKS HOUSE	195 AVE E AVE, Apalachicola, FL	1895 Queen Anne (Revival)	Eligible	NR Contrib - FR00350
FR00172	SS	GEORGE MARSHALL HOUSE	164 AVE C, APALACHICOLA	1911 Queen Anne (Revival)		NR Contrib - FR00350
FR00173	SS	O E CONE BARBER SHOP	COMMERCE ST, APALACHICOLA	1900 Renaissance Revival		
FR00174	SS	WEFING'S MARINE HARDWARE	WATER ST AND AVE F, APALACHICOLA	c1913 Commercial		
FR00175	SS	J F WARREN HOUSE	49 10th ST, Apalachicola	1910 Dutch Cottage		
FR00176	SS	GEORGE A STEPHENS HOUSE	76 AVE G, APALACHICOLA	c1886 Queen Anne (Revival)		NR Contrib - FR00350
FR00177	SS	RICHARDSON-HARRIS-COUNTS HOUSE	173 AVE B, APALACHICOLA	1893 Frame Vernacular		NR Contrib - FR00350
FR00178	SS	U S POST OFFICE	75 COMMERCE ST, APALACHICOLA	1903 Renaissance Revival		
FR00179	SS	ODD FELLOWS HALL	145 6th ST, Apalachicola	c1942 Frame Vernacular		NR Contrib - FR00350
FR00180	SS	JAMES MONTGOMERY HOUSE	AVE G, APALACHICOLA	1895 Queen Anne (Revival)		NR Contrib - FR00350
FR00181	SS	WILLIAM MARSHALL HOUSE	34 16TH ST, APALACHICOLA	1901 Queen Anne (Revival)		NR Contrib - FR00350
FR00182	SS	J W BABCOCK HOUSE	57 AVE B, APALACHICOLA	c1877 Frame Vernacular		NR Contrib - FR00350
FR00183	SS	MATTHEW BROWN HOUSE	125 AVE I, APALACHICOLA	1887 Frame Vernacular		NR Contrib - FR00350
FR00184	SS	J J GANNON HOUSE	179 4TH ST, APALACHICOLA	1884		
FR00185	SS	V A HANCOCK HOUSE	19 9TH ST, APALACHICOLA	c1910 Colonial Revival		NR Contrib - FR00350
FR00186	SS	SAMUEL HILL HOUSE	180 7TH ST, APALACHICOLA	1886 Frame Vernacular		NR Contrib - FR00350
FR00187	SS	J B MCNEIL HOUSE	64 AVE C, APALACHICOLA	c1873 Bungalow		
FR00188	SS	W S MADDOX HOUSE	93 10TH ST, APALACHICOLA	c1900 Frame Vernacular		NR Contrib - FR00350
FR00189	SS	R C MAHAN HOUSE	207 AVE E, APALACHICOLA	1891 Queen Anne (Revival)		NR Contrib - FR00350
FR00190	SS	JOHN M FOWLER HOUSE	111 AVE C, APALACHICOLA	1900 Colonial Revival		NR Contrib - FR00350
FR00191	SS	S S MOSES HOUSE	113 9TH ST, APALACHICOLA	1884 Colonial Revival		NR Contrib - FR00350
FR00192	SS	J R AND J L PAIGE HOUSE	134 8TH ST, APALACHICOLA	1907 Queen Anne (Revival)		NR Contrib - FR00350
FR00193	SS	CHARLEY RIVERS STORE	86 AVE I, APALACHICOLA	Commercial		
FR00194	SS	JOSEPH ROAM HOUSE	126 AVE G, APALACHICOLA	1886 Frame Vernacular		NR Contrib - FR00350
FR00195	SS	ZINGARELLI HOME	142 4TH ST, APALACHICOLA	1887 Colonial Revival		NR Contrib - FR00350
FR00196	SS	RUGE-ZINGARELLI HOUSE	140 4TH ST, APALACHICOLA	1887 Queen Anne (Revival)		NR Contrib - FR00350
FR00197	SS	COLLINS-LOVETT HOUSE	103 AVE C, APALACHICOLA	1892 Queen Anne (Revival)		NR Contrib - FR00350
FR00198	SS	JAMES SILVA HOUSE	59 S Ave H ST W, Apalachicola	1914		NR Contrib - FR00350
FR00199	SS	WILLIAM A JETER HOUSE	120 11TH ST, APALACHICOLA	1861 Neo-Classical Revival		NR Contrib - FR00350
FR00200	SS	R S GIBSON HOUSE	159 B AVE, Apalachicola	-RESOURCE DESTROYED-		
FR00201	SS	W S MADDOX HOUSE	91 10TH ST, APALACHICOLA	c1890 Neo-Classical Revival		NR Contrib - FR00350
FR00202	SS	A HOPPE HOUSE	77 AVE B, APALACHICOLA	1884 Queen Anne (Revival)		NR Contrib - FR00350
FR00203	SS	SHOELLES, PHILIP HOUSE	111 AVE D, APALACHICOLA	1869 Neo-Classical Revival		NR Contrib - FR00350
FR00204	SS	GORDON, THOMAS HOUSE	30 8TH ST, APALACHICOLA	c1860 Neo-Classical Revival		NR Contrib - FR00350
FR00205	SS	TAYLOR-WISE HOUSE	66 Avenue D, Apalachicola	1900 Colonial Revival		
FR00206	SS	GIBSON, THOMAS F HOUSE	73 AVE B, APALACHICOLA	1868 Neo-Classical Revival		NR Contrib - FR00350
FR00207	SS	WITHERSPOON, JAMES M. HOUSE	5TH ST, APALACHICOLA	c1872 Gothic Revival		
FR00208	SS	LIVINGSTON-HOFFMAN HOUSE	101 AVE B, APALACHICOLA	c1860 Colonial Revival		NR Contrib - FR00350
FR00209	SS	LABATOUT-ORMAN-ZINGARELLI HOUSE	128 4TH ST, APALACHICOLA	1849 Colonial Revival		NR Contrib - FR00350
FR00210	SS	MYERS-BRASH HOUSE	67 AVE D, APALACHICOLA	1849 Frame Vernacular		NR Contrib - FR00350
FR00211	SS	PORTER-COOK HOUSE	AVE C, APALACHICOLA	1907 Colonial Revival		
FR00212	SS	ZINGARELLI STORE	COMMERCE ST, APALACHICOLA	c1905 Renaissance Revival		
FR00213	SS	AUSTIN, EDMUND HOUSE	23 5TH ST, APALACHICOLA	1843 Neo-Classical Revival		NR Contrib - FR00350
FR00214	SS	MOHR, AUGUST HOUSE	15 13TH ST, APALACHICOLA	1893 Queen Anne (Revival)		NR Contrib - FR00350
FR00215	SS	FIRST UNITED METHODIST CHURCH	AVE E, APALACHICOLA	1900 Renaissance Revival		

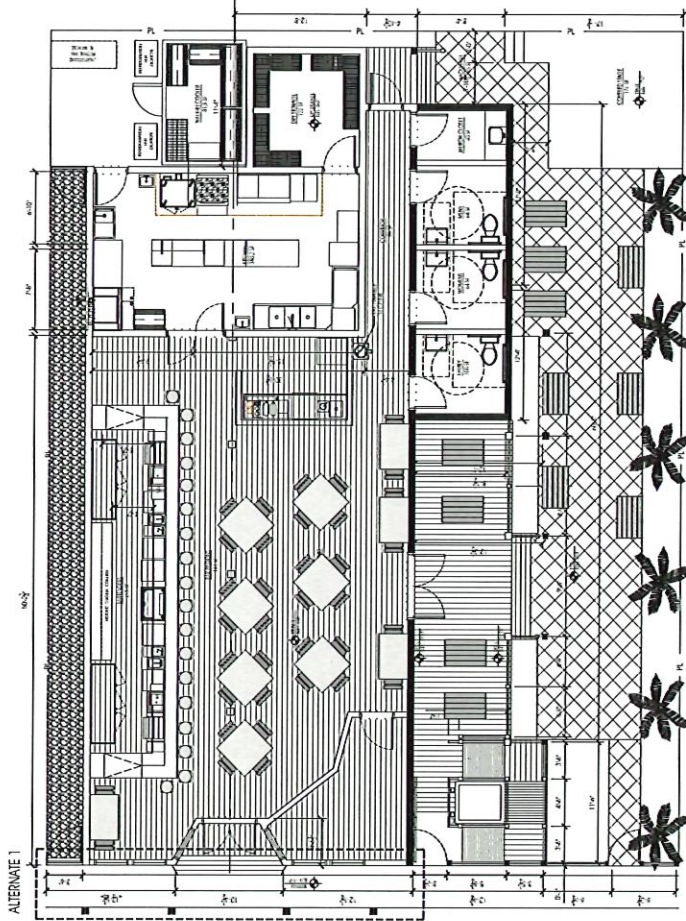
SiteID	Type	Site Name	Address	Additional Info	SHPO Eval	NR Status
FR00216	SS	PORTER, RICHARD G JR. HOUSE	127 AVE B, APALACHICOLA	c1901 Queen Anne (Revival)		NR Contrib - FR00350
FR00217	SS	TWENTIETH CENTURY BUNGALOW	20 10TH ST, APALACHICOLA	c1915 Bungalow		NR Contrib - FR00350
FR00218	SS	76 AVE K	76 AVE K, APALACHICOLA			
FR00219	SS	SANGREGORIO, JOSEPH H. HOUSE	87 AVE C, APALACHICOLA	c1882 Frame Vernacular		
FR00220	SS	115 15TH ST	115 15TH ST, APALACHICOLA	c1890 Queen Anne (Revival)		NR Contrib - FR00350
FR00221	SS	HILL'S GROCERY	8TH ST, APALACHICOLA	c1900 Neo-Classical Revival		
FR00222	SS	GIBSON HOUSE	40 7TH ST, APALACHICOLA	c1857 Neo-Classical Revival		NR Contrib - FR00350
FR00223	SS	CARNOCHAN, RICHARD HOUSE	68 AVE C, APALACHICOLA	c1845 Neo-Classical Revival		
FR00224	SS	110 6TH ST	110 6TH ST, APALACHICOLA	c1890 Frame Vernacular		NR Contrib - FR00350
FR00225	SS	JACKSON, J.B. HOUSE	40 9TH ST, APALACHICOLA	c1857 Neo-Classical Revival		NR Contrib - FR00350
FR00227	SS	SIMMONS-SMITH HOUSE	64 AVE D, APALACHICOLA	1860 Colonial Revival		NR Contrib - FR00350
FR00228	SS	ASHER, GEORGE HOUSE	7TH ST, APALACHICOLA	1859 Neo-Classical Revival		
FR00229	SS	HAWKINS, GEORGE HOUSE	40 5TH ST, APALACHICOLA	1857 Neo-Classical Revival		NR Contrib - FR00350
FR00230	SS	CITY PUMPING STATION		Masonry Vernacular		
FR00231	SS	HALL, L.W. HOUSE	164 S 4th ST W, Apalachicola	1920		NR Contrib - FR00350
FR00232	SS	WOOD-JOHNSON HOUSE	75 AVE J, APALACHICOLA	1883 Frame Vernacular		
FR00233	SS	PECK-WAKEFIELD HOUSE	99 AVE C, APALACHICOLA	c1870 Frame Vernacular		
FR00234	SS	PORTER, R.G. HOUSE	126 AVE D, APALACHICOLA	c1880 Neo-Classical Revival		NR Contrib - FR00350
FR00235	SS	GRADY, SARAH HOUSE	115 4th ST, Apalachicola	c1857 Neo-Classical Revival		
FR00236	SS	GAHNON, JOHN J. HOUSE	145 AVE E AVE, Apalachicola, FL	1890 Queen Anne (Revival)	Eligible	NR Contrib - FR00350
FR00237	SS	SHOTGUN	167 7TH ST, APALACHICOLA	c1910 Frame Vernacular		NR Contrib - FR00350
FR00238	SS	FRADOZIA STORE	69 10TH ST, APALACHICOLA	c1910 Frame Vernacular		NR Contrib - FR00350
FR00239	SS	PAGE, SARAH HOUSE	91 AVE C, APALACHICOLA	1890 Colonial Revival		NR Contrib - FR00350
FR00240	SS	PAGE, SARAH HOUSE	89 AVE C, APALACHICOLA	1877 Colonial Revival		NR Contrib - FR00350
FR00241	SS	BERRYMAN BRYANT HOUSE	108 5TH ST, APALACHICOLA	c1890 Frame Vernacular		
FR00242	SS	RICE HOUSE	2 12TH ST, APALACHICOLA	1884 Frame Vernacular		NR Contrib - FR00350
FR00243	SS	ORDWAY, F. W. HOUSE	147 AVE D, APALACHICOLA	1888 Gothic Revival		NR Contrib - FR00350
FR00244	SS	WHITESIDE HOME	96 6TH ST, APALACHICOLA	1906 Colonial Revival		NR Contrib - FR00350
FR00245	SS	CLARK-WEFING HOUSE	163 AVE B, APALACHICOLA	1895 Queen Anne (Revival)		NR Contrib - FR00350
FR00246	SS	CHAPMAN HIGH SCHOOL AUDITORIUM	155 E AVE, Apalachicola, FL	1929 Egyptian Revival	Eligible	
FR00247	SS	BAILY, GEORGE HOUSE	35 8TH ST, APALACHICOLA	1883 Colonial Revival		NR Contrib - FR00350
FR00248	SS	TRINITY EPISCOPAL RECTORY	6TH ST, APALACHICOLA	1900 Queen Anne (Revival)		
FR00249	SS	FORT COOMBS	66 4th ST, Apalachicola	1901 Richardsonian Romanesque	Eligible	NR Contrib - FR00350
FR00250	SS	BRUNI, MARY HOUSE	112 4TH ST, APALACHICOLA	c1887 Queen Anne (Revival)		NR Contrib - FR00350
FR00251	SS	DALY, JOSEPH HOUSE	115 AVE B, APALACHICOLA	1884 Colonial Revival		NR Contrib - FR00350
FR00252	SS	SMITH, MARY F HOUSE	72 12TH ST, APALACHICOLA	1886 Neo-Classical Revival		NR Contrib - FR00350
FR00253	SS	MURAT, WILLIAM A HOUSE	78 12th ST, Apalachicola	c1886 Frame Vernacular	Eligible	NR Contrib - FR00350
FR00254	SS	MADDOX, JOHN HOUSE	190 AVE E AVE, Apalachicola, FL	1930 Frame Vernacular	Eligible	NR Contrib - FR00350
FR00255	SS	GIBSON, THOMAS HOUSE	184 AVE E AVE, Apalachicola, FL	1886 Frame Vernacular	Eligible	
FR00256	SS	FIRST BAPTIST CHURCH	50 9th ST, Apalachicola	1904- Gothic Revival		NR Contrib - FR00350
FR00257	SS	LOPEZ, F HOUSE	103 AVE D, APALACHICOLA	1894 Frame Vernacular		NR Contrib - FR00350
FR00258	SS	BIRD, JIM HOUSE	240 8TH ST, APALACHICOLA	1896 Frame Vernacular		NR Contrib - FR00350
FR00259	SS	SMITH, JARRETT HOUSE	105 9TH ST, APALACHICOLA	1880 Neo-Classical Revival		NR Contrib - FR00350
FR00260	SS	W S MADDOX HOUSE	98 9TH ST, APALACHICOLA	1884 Neo-Classical Revival		NR Contrib - FR00350
FR00261	SS	211 8TH ST	211 8th ST, Apalachicola	1930- Frame Vernacular		NR Contrib - FR00350
FR00262	SS	208 7TH ST	208 7TH ST, APALACHICOLA	c1875 Italianate		
FR00263	SS	239 8TH ST	239 8TH ST, APALACHICOLA	c1890 Neo-Classical Revival		NR Contrib - FR00350
FR00264	SS	WALTER, LUCINDA HOUSE	242 7TH ST, APALACHICOLA	c1890 Neo-Classical Revival		NR Contrib - FR00350
FR00265	SS	RHODES, EDWARD HOUSE	246 7TH ST, APALACHICOLA	c1912 Frame Vernacular		NR Contrib - FR00350
FR00266	SS	HUTCHINSON, H HOUSE	121 6th ST, Apalachicola	c1900 Other		NR Contrib - FR00350

SiteID	Type	Site Name	Address	Additional Info	SHPO Eval	NR Status
FR00267	SS	EGBERT, F. J. HOUSE	160 5th ST, Apalachicola	1982 Other		NR Contrib - FR00350
FR00268	SS	BEARD, YORK HOUSE	65 AVE I, APALACHICOLA	1877 Frame Vernacular		
FR00269	SS	PRESTON, P HOUSE	166 7TH ST, APALACHICOLA	1866 Frame Vernacular		NR Contrib - FR00350
FR00270	SS	180 MARKET ST	180 MARKET ST, APALACHICOLA	Colonial Revival		NR Contrib - FR00350
FR00271	SS	MESSINA, JOSEPH HOUSE	170 5TH ST, APALACHICOLA	1891 Frame Vernacular		NR Contrib - FR00350
FR00272	SS	MESSINA, FRANK AND ANTHONY HOUSE	50 AVE F, APALACHICOLA	1885 Neo-Classical Revival		NR Contrib - FR00350
FR00273	SS	FRANKLIN COUNTY COURTHOUSE	33 Market ST, Apalachicola	1940 Neo-Classical Revival		
FR00274	SS	U S POST OFFICE AND CUSTOMS HOUSE	32 Avenue D, Apalachicola	1920- Masonry Vernacular		
FR00275	SS	162 COMMERCE ST	162 COMMERCE ST, APALACHICOLA	-RESOURCE DESTROYED- c1890 Frame Vernacular		
FR00276	SS	MARSHALL, JOHN HOUSE	24 16TH ST, APALACHICOLA	-RESOURCE DESTROYED- c1893 Queen Anne (Revival)		NR Contrib - FR00350
FR00277	SS	MARSHALL, GEORGE HOUSE	54 15TH ST, APALACHICOLA	1887 Frame Vernacular		NR Contrib - FR00350
FR00278	SS	217 7TH ST	217 7TH, APALACHICOLA	-RESOURCE DESTROYED- c1910 Frame Vernacular		NR Contrib - FR00350
FR00279	SS	197 8TH ST	197 8TH ST, APALACHICOLA	c1890 Italianate		NR Contrib - FR00350
FR00280	SS	183 AVE E	183 AVE E AVE, Apalachicola, FL	1900 Frame Vernacular	Eligible	NR Contrib - FR00350
FR00281	SS	SAWYER, FRED HOUSE	219 AVE E, APALACHICOLA	-RESOURCE DESTROYED- 1900 Bungalow		NR Contrib - FR00350
FR00282	SS	POWER GENERATING PLANT	WATER ST, APALACHICOLA	1922 Commercial		
FR00283	SS	JOHN MARSHALL NOVELTY WORKS	131 COMMERCE ST, APALACHICOLA	c1890 Frame Vernacular		
FR00284	SS	GIBSON INN	51 AVENUE C, APALACHICOLA	1903 Frame Vernacular		
FR00285	SS	NORTH MARINE WAYS	WATER ST, APALACHICOLA	1913 Frame Vernacular		
FR00286	SS	KIMBALL MARINE WAYS	WATER ST, APALACHICOLA	1887		
FR00287	SS	107 AVE B	107 Ave B, Apalachicola	1910 Frame Vernacular		NR Contrib - FR00350
FR00288	SS	OYSTER PACKING HOUSE	81 Water ST, Apalachicola	1900- Industrial Vernacular		
FR00289	SS	DALY, JAMES HOUSE	36 9TH ST, APALACHICOLA	c1900 Colonial Revival		NR Contrib - FR00350
FR00290	SS	BROWN HOUSE	46 AVE F, APALACHICOLA	1860 Colonial Revival		NR Contrib - FR00350
FR00291	SS	COOK BLDG	71-73 MARKET ST, APALACHICOLA	1909 Masonry Vernacular		NR Contrib - FR00350
FR00292	SS	BUZZETTS DRUG STORE	MARKET ST, APALACHICOLA	1909 Commercial		
FR00293	SS	ACE HARDWARE	81 MARKET ST, APALACHICOLA	1909 Masonry Vernacular		
FR00293A	SS	MARGUERITE'S BEAUTY SHOP	77 MARKET ST, APALACHICOLA	1909 Masonry Vernacular		NR Contrib - FR00350
FR00293B	SS	BARBER SHOP	79 MARKET ST, APALACHICOLA	1909 Masonry Vernacular		
FR00294	SS	HOFFMAN'S STORE	83-85 MARKET ST, APALACHICOLA	1900 Frame Vernacular		NR Contrib - FR00350
FR00295	SS	87 MARKET ST	87 MARKET ST, APALACHICOLA	1900 Frame Vernacular		
FR00296	SS	ZINGARELLI BULLDING	32 AVENUE E, APALACHICOLA	c1900 Frame Vernacular		NR Contrib - FR00350
FR00297	SS	FRADOZIA BUILDING	84-88 MARKET ST, APALACHICOLA	1901 Frame Vernacular		NR Contrib - FR00350
FR00298	SS	PICKETT BUILDING	76 MARKET ST, APALACHICOLA	1900 Masonry Vernacular		NR Contrib - FR00350
FR00299	SS	PAT LOVETT GROCERY	94 MARKET ST, APALACHICOLA	1900 Commercial		NR Contrib - FR00350
FR00300	SS	THE GRILL	98-100 MARKET ST, APALACHICOLA	1900 Commercial		NR Contrib - FR00350
FR00301	SS	FLATAUER'S STORE	27 AVENUE E, APALACHICOLA	1909 Commercial		
FR00302	SS	DIXIE THEATRE BUILDING	AVE E, APALACHICOLA	1913 Commercial		
FR00303	SS	155 COMMERCE ST	155 COMMERCE ST, APALACHICOLA	1922 Frame Vernacular		NR Contrib - FR00350
FR00304	SS	160 COMMERCE ST	160 COMMERCE ST, APALACHICOLA	-RESOURCE DESTROYED- c1897 Frame Vernacular		NR Contrib - FR00350
FR00305	SS	154 COMMERCE ST	154 COMMERCE ST, APALACHICOLA	-RESOURCE DESTROYED- 1909 Commercial		
FR00306	SS	156 COMMERCE ST	156 COMMERCE ST, APALACHICOLA	-RESOURCE DESTROYED- 1909 Commercial		
FR00307	SS	159 COMMERCE ST	159 COMMERCE ST, APALACHICOLA	1913 Frame Vernacular		NR Contrib - FR00350
FR00308	SS	PEOPLE'S ICE COMPANY	280 WATER ST, APALACHICOLA	1909 Frame Vernacular		NR Contrib - FR00350
FR00309	SS	BAKERY	132 COMMERCE ST, APALACHICOLA	-RESOURCE DESTROYED- 1913 Frame Vernacular		NR Contrib - FR00350



**Seating and Parking Summary:**

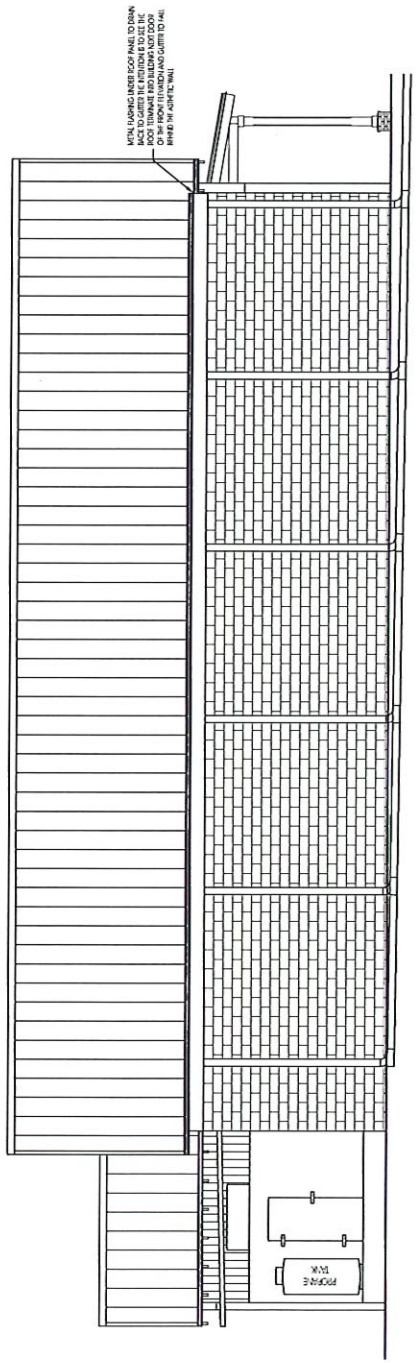
- Seating: 11 Tables - 12 Seaters
- 12 Tables - 12 Seaters
- 11 Tables - 14 Seaters
- 8 Free Park Seating - 8 Seaters
- Total Seater Requirements: 26



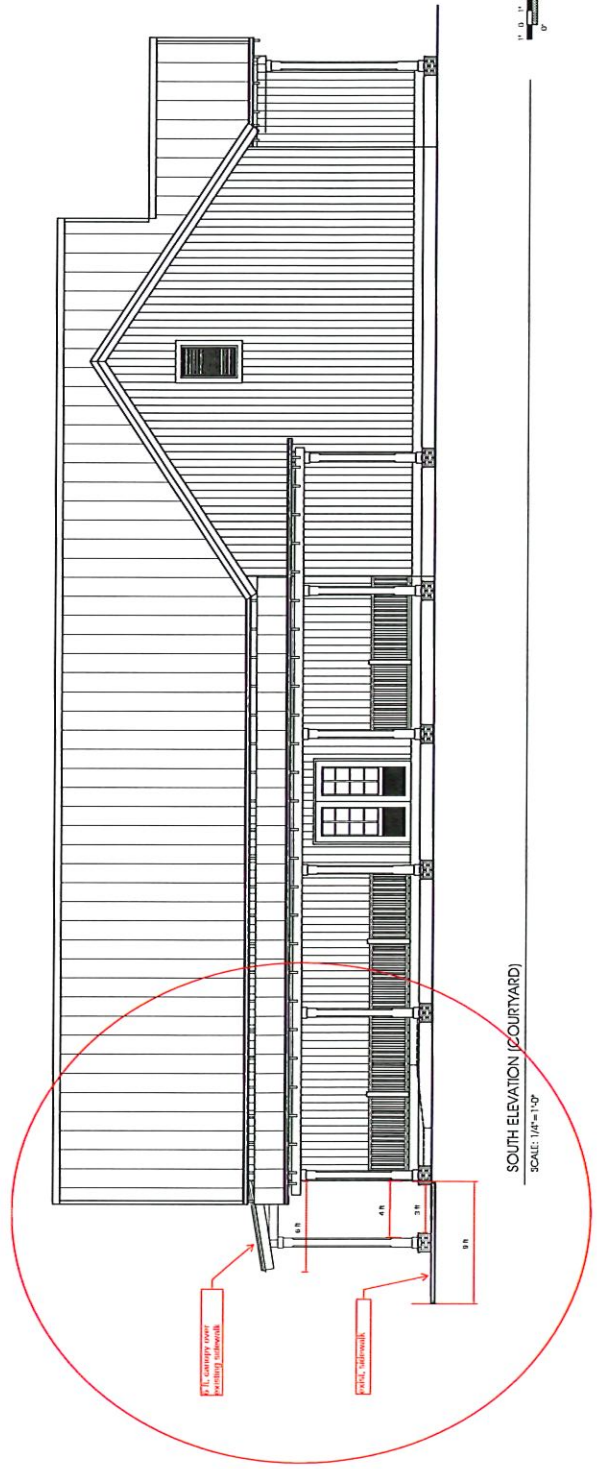
**Seating Plan - Demo Building**

PROPOSED FLOOR PLAN - ALL PHASES  
 SCALE: 1/8"=1'-0"





NORTH ELEVATION (NEW CMU WALL)  
 SCALE: 1/4" = 1'-0"



SOUTH ELEVATION (COURTYARD)  
 SCALE: 1/4" = 1'-0"



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# Demo George Building

Parking Plan and Summary

Legend



### Parking Summary:

Required Parking Spaces = 20

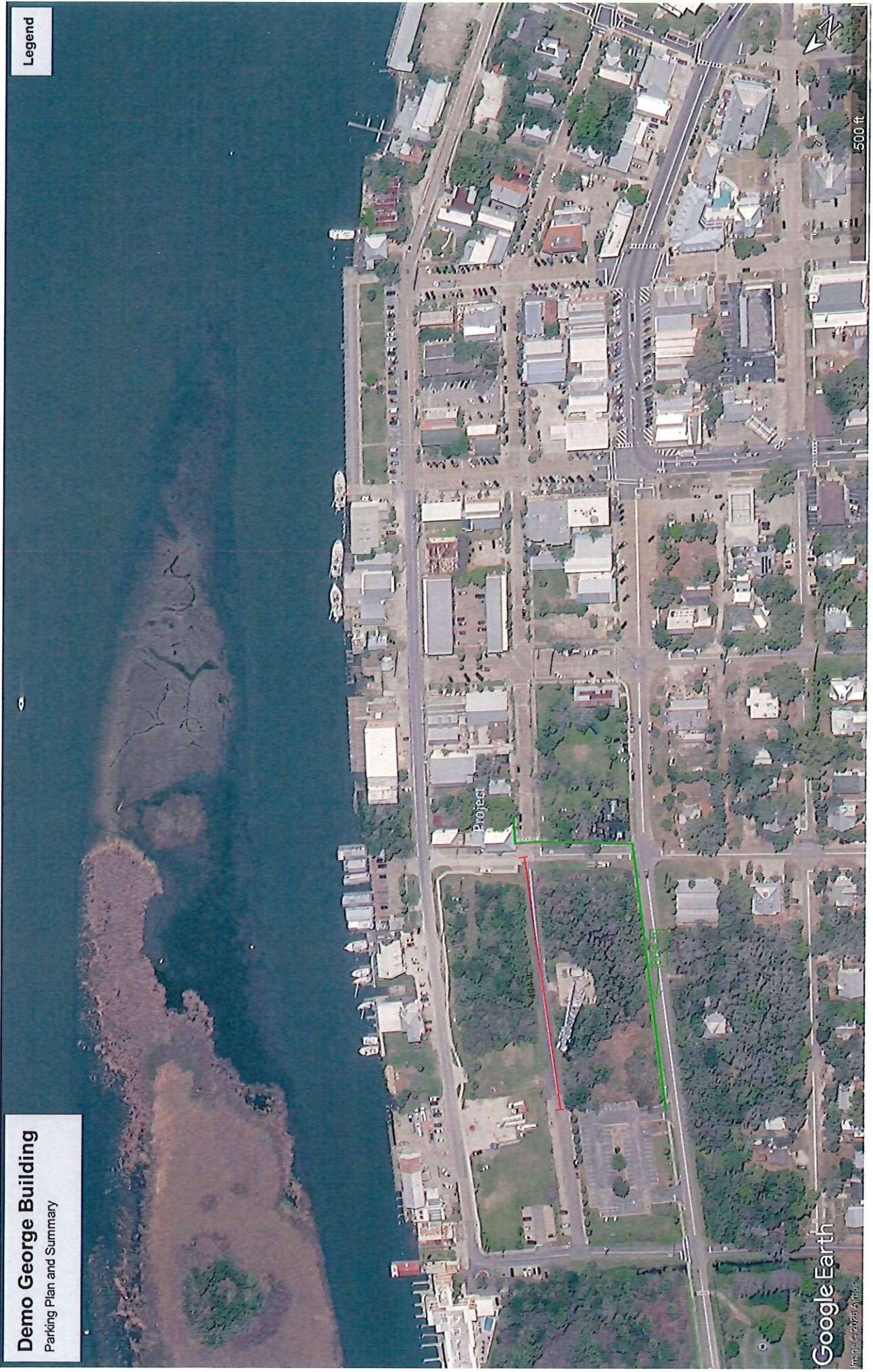
On Street Parking Available on Facing Block = 28

Based on 20 ft Stall and 280 ft of curb each side.

# Demo George Building

Parking Plan and Summary

Legend



**Waddell Family Apalachicola Historical Preservation Society, Inc.**

**25.h.sc.100.056**

This Amendment is between the State of Florida, Department of State, Division of Historical Resources hereinafter referred to as the "Division" and Waddell Family Apalachicola Historical Preservation Society, Inc., hereinafter referred to as the "Grantee".

The parties entered into a grant agreement for the implementation of a Special Category grant, for Demo George & Co. Building Restoration. The parties now mutually desire to amend certain terms and conditions of the grant agreement.

In consideration of the covenants contained herein, it is agreed:

All section of the original grant agreement not specifically amended by this or a prior written amendment and all prior written amendments are hereby reaffirmed.

The following sections are hereby revised as follows:

**Original Length of Agreement**

7/1/2024 - 06/30/2026

**Amended Length of Agreement**

7/1/2024 -12/31/2026

**Additional Conditions**

12. Grant Reporting Requirements:

- i) Eighth Report is due by July 31, for the period ending June 30 (third year of the grant period).
- j) Ninth Report is due by October 31, for the period ending September 30 (third year of the grant period).
- k) Final Report. The Grantee must submit a Final Report to the Division within one month of the Grant Period End Date set forth in Section 2 above.

AUTHORIZATION

James F. Waddell III - Director

\_\_\_\_\_  
Authorized official for the Grantee

  
\_\_\_\_\_  
Authorized official Signature

4/28/2026

Date:

 4/30/26  
\_\_\_\_\_  
Alissa Lotane, Division Director

Date:

A Regular Meeting of the Apalachicola City Commission was held on Tuesday, May 5, 2026, at 6:00 PM, at the Commission Meeting Room located at 74 6th Street, Apalachicola, FL.

**Present:** Mayor Brenda Ash, Commissioner(s) Donna Knutson, Donna Duncan, Adrienne Elliott, Despina George, City Manager Chuck Anderson, City Attorney Dan Hartman, Chief Bobby Varnes, Lt. Chase Richards, and City Clerk Sheneidra Cummings

The meeting was called to order by Mayor Ash, followed by an invocation and the Pledge of Allegiance.

### **Agenda Adoption**

Prior to adoption, Mayor Ash requested one amendment: that New Business Item 4 (Strategic Visioning) be moved to New Business Item 1.

Motion to adopt the agenda as amended was made by Commissioner Elliott and seconded by Commissioner Knutson. No Discussion, none opposed. Motion carried, 5-0.

### **Public Comment**

**Joe Taylor**, Executive Director of Franklin's Promise Coalition and resident addressed the Commission regarding the SUNS project, a conservation corps initiative supported by The Nature Conservancy to explore community-envisioned, nature-based solutions to local flooding challenges. Mr. Taylor announced that a workshop would be held on May 12th beginning at 9:00 AM at ANERR. He noted that The Nature Conservancy has set aside limited funding to support implementation, and that individual community meetings would follow. Commissioner Knutson indicated her willingness to attend the May 12th workshop on behalf of the Commission.

**Torben Matson**, representing the Parks and Recreation Committee, addressed the Commission regarding the availability of Farmers Market funds and requested that the Commission consider allocating those monies to the Parks and Recreation Committee at a future meeting. He described the Committee's interest in promoting recreational programming and community engagement with the city's parks and outlined a process by which the Committee would convene park adopters to develop a proposed budget for Commission consideration. Commissioner Duncan inquired whether Parks and Recreation would consider taking over the Farmers Market operations at the old mill pond at Scipio Creek, and Mr. Matson indicated the Committee would be willing to explore that possibility.

## 5.5.26 CC Regular Meeting

Commissioner to understand their priorities noting that these were separate phone calls, not a joint meeting.

**Phase 2 – Stakeholder Focus Group Workshop:** A two-day, invitation-only workshop is planned for the first part of June, to be held at the Commission Chambers. Up to 20–25 participants will be invited from the community, including business leaders, educators, volunteers, county and school board representatives, and Chamber of Commerce members. Day one will focus on a SWOT analysis (Strengths, Weaknesses, Opportunities, and Threats) as it pertains to city government. Day two will focus on developing broad strategic goals from the group's findings. Following the workshop, Mr. Chapman indicated he would return to the Commission in mid-June to present the strategic goals for review and refinement.

**Phase 3 – Objectives and Final Adoption:** Working with the City Manager and key staff, Mr. Chapman will develop measurable objectives under each strategic goal. He emphasized the critical importance of tying the plan to the city's budget, stating that a strategic plan not followed by financial commitments amounts to a plan that sits on the shelf. Final adoption is anticipated by mid-July, in time to integrate into the Fiscal Year 2027 budget development cycle.

Commissioner George confirmed that Commissioners should submit their stakeholder recommendations through the City Manager. Commissioner Elliott thanked Mr. Chapman for the clear outline of phases and deliverables. Commissioner Knutson asked about the final selection process for the 20–25 invitees, which City Manager Anderson confirmed would be coordinated through his office. Commissioner Knutson requested examples of previous strategic plans produced by C4 Strategies, which City Manager Anderson agreed to forward to the Commission. Commissioner Knutson further emphasized the need for a public communications plan to manage community expectations and feedback from those not directly included in the focus group. City Manager Anderson noted that a community workshop open to the public is being planned, tentatively for June 2nd, which also corresponds to a Commission meeting date. Commissioner Duncan asked whether public comment workshops had identified dates, and City Manager Anderson confirmed the tentative June 2nd date.

### **New Business #2: Election Ordinance 2026-02**

City Attorney Hartman presented the first reading of Ordinance 2026-02, an ordinance amending Apalachicola Code of Ordinances Part I, Article 2, Section 17, to adjust the date on which elected officials assume the duties of office so as to correspond with the city's

### 5.5.26 CC Regular Meeting

City Attorney Hartman read **Resolution 2026-06** in its entirety noting that it was a Resolution of Match Support certifying that the required cash match is available and execute the grant application.

Motion to adopt Resolution 2026-06 was made by Commissioner George and seconded by Commissioner Elliott. No discussion. None opposed. Motion carried, 5-0.

### Unfinished Business #5: DEP WWTP Consent Order

City Attorney Hartman reported that this item had been tabled at the previous meeting due to concerns about the interaction between the consent order and a pending local act that would transfer ownership and operational responsibility of the city's wastewater treatment facilities to the Apalachicola Water and Sewer District. Following that meeting, City Manager Anderson arranged a meeting with the Florida Department of Environmental Protection (DEP), which agreed to incorporate protective language into the consent order at Sections 4 and 6. That language acknowledges the pending local act, envisions the potential transfer of facility ownership, and expressly provides that entering into the consent order constitutes a contractual obligation incurred in the ordinary course of business and does not violate the terms of the act. **Attorney Hartman stated that the city now has certainty that executing the consent order will not result in any repercussions under the act.**

Motion to adopt the proposed DEP Consent Order and authorize the Mayor to execute the same was made by Commissioner Duncan and seconded by Commissioner George. No Discussion. Motion carried, 5-0.

### Mayor and Commissioner Comments

**Commissioner Knutson** announced her availability to attend the May 12th SUNS workshop on behalf of the Commission. She also urged the Commission and City Manager to pursue signing the sign-on letter in support of the Apalachicola National Estuarine Research Reserve via email prior to the next meeting. Commissioner Knutson reported attending the second installment of the Institute for Elected Municipal Officials, which covered topics including council effectiveness, planning and land use, home rule, and municipal finance. She highlighted growing concern among Florida municipalities about proposed state-level property tax changes, noting that the Florida League of Cities communicated that some form of change is likely. She requested that City Manager Anderson begin compiling data to assess the potential impact of various property tax

### 5.5.26 CC Regular Meeting

begin discussing the future use of that space. Finally, Commissioner Elliott inquired whether Local Bill 4103 had been transmitted to the Governor's office.

**Mayor Ash** concurred with comments regarding camera installation at the mill pond and expressed appreciation for the efforts of Chief Barnes and Lt. Chase Richards in connection with the recent tragedy at Scipio Creek. She noted that she had received the Weems Hospital survey and forwarded it to City Attorney Hartman and City Manager Anderson, requesting an update at the next meeting. Mayor Ash also expressed support for the SUNS project and the Aynor workshop.

### City Manager & Attorney Communications

**City Manager Anderson** provided the following updates:

- Finance Director Lee Mathes and Grants Manager Leslie Glaze will undergo a CDBG-DR (Community Development Block Grant – Disaster Recovery) audit from May 11–13, conducted by the Department of Commerce, focusing on grants awarded following Hurricane Michael.
- The incoming harbor master has implemented new boat slip management and billing software called **DOCKWA**, which will automate contract finalization, billing, and slip reservations, and allow users to check availability and book slips online.
- The Police Department is obtaining quotes to install security cameras at Mill Pond, 6th Street Park, and Battery Park Marina. The city is simultaneously pursuing grant funding for a more robust camera system but will not delay action at Mill Pond pending grant approval.
- Code Enforcement Officer Brandon Henderson completed all required training and passed the state certification exam in the fundamentals of code enforcement.
- The city has issued two RFPs for disaster debris removal and disposal and for disaster debris monitoring services, with bids opening May 22nd.
- The city is in the process of creating a new official Facebook page due to access and permissions issues with the previous page. The new page will be linked to the old page to facilitate a smooth transition, and ongoing communication to the community will be provided. Commissioner Knutson asked whether the city would also mirror content to Instagram, which City Manager Anderson confirmed.

5.5.26 CC Regular Meeting

**Department Reports**

Department reports were made available for Commission review. No discussion was held.

**Adjournment**

Motion to adjourn was made by Commissioner Elliott and seconded by Commissioner George. No further discussion. None opposed. Motion carried, 5-0.

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**Brenda Ash, MAYOR**

**ATTEST:**

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**Sheneidra Cummings, CITY CLERK**

A Special Meeting of the City Commission of the City of Apalachicola was held on Wednesday, June 10, 2026 at 4PM in the Commission Meeting Room located at 74 6<sup>th</sup> Street, Apalachicola, Florida.

Present: Mayor Brenda Ash, Commissioner Despina George, Commissioner Adriane Elliott, Commissioner Donna Duncan, Commissioner Donna Knutson (via Vimeo – Non Voting), City Manager Charles Anderson, Finance Director Lee Mathes

Special meeting called to order by Mayor Ash.

### **AGENDA ADOPTION**

Motion to adopt the agenda made by Commissioner Elliott, seconded by Commissioner George. Motion carried 3 to 0. Commissioner Duncan not present at this time.

### **PUBLIC COMMENT**

None.

Commissioner Duncan joined meeting.

### **PRESENTATION: FY 24/25 AUDIT REPORT**

City of Apalachicola auditor Chris Moran presented the FY 24/25 audit to the City Commission.

Chris Moran highlighted audit financials, OPED report, and audit findings.

Commission discussed updating employee manual, asset management, property tax amendment, budget amendment to include grant activity, and budget corrections outlined by Commissioner George.

### **APPROVE FY 24/25 AUDIT**

Motion to approve FY 24/25 budget with budget corrections made by Commissioner George, seconded by Commissioner Elliott. Motion carried 4 to 0.

### **AWARD CONTRACT FOR DISASTER DEBRIS MONITORING SERVICES**

Motion to award debris monitoring services primary contract to Rostan Solutions, LLC with Debris Tech as secondary/backup and authorize staff to execute contractual agreements with both firms

6.10.26 CC Special Meeting

as a standby or on-call contract made by Commissioner Elliott, seconded by Commissioner Duncan. Motion carried 4 to 0.

**AWARD CONTRACT FOR DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES**

Motion to award debris removal and disposal services primary contract to ROADS, Inc. with DRC Emergency Services and LoadMasters as secondary/backup and authorize staff to execute contractual agreement with above firms as a standby or on-call contract made by Commissioner Elliott, seconded by Commissioner Duncan. Motion carried 4 to 0.

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

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Brenda Ash, Mayor

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Lee Mathes, Finance Director

6-16-26 workshop

Brenda, Despina, donna knutson, lee, chuck, dan, Adriane, donna d

Agenda – Despina, Adriane- carried 5 to 0

Public comments –

None at this time

P&Z board term & composition discussion

Dan reviewed p&z bar from 6/2/26 meeting – need approval to draft ordinance – need to know if we still want school board exficio member – commission asked how the school board member even got appointed –

Adraine – would be her preference to not have a school board seat on the board –

Dan – 7 member voting ember board and and alternate board

Despina – in favor of 7 voting member and a alternate with no exficio member

Commission -agreed for 7 member voting member and a alternate with no exficio member

Dan – need to discuss terms – in history the terms was never enforced – currently the terms are not limited – need to know if commission wants to impose term limits and if so how many terms –

Despina – have term limits 2 four year terms – to make a transition take the longest and reappoint – need transition language in ordinance or have a adopt – go with 2 four year terms – reappoint and then member would be able to reapply after being off the board for a year – transition discussed

Commission agreed to the 2 four year terms

Adriane – questioned transitioning period – recommends cool down be 2 years not 1 year before they can reapply

Brenda – we have a 2 year cycle rotation then that would fall in line with the commission so that will be more oversight –

Dan – draft in ordinance 2 four years – 2 year cool off period – will advise on how transition will take place – will address the alternate position –

Adriane – afraid that the district does not throw together a local agreement – needs time to address the agreement –

Knutson – you have to plan on having to be engaged for a period of time

Dan – we have to be moving forward on several parallel paths – we need to comply with the law and contemplate the legal challenge – dan went of naples law suit – went over legal options to challenge the bill – what is the goal – it is achievable – we need to be business savy on what we decide to do

Discussion held concerning law suits – it would be the city suing another governmental entity – we have valid and decent legal challenges –

Brenda – if we could have a referendum on the bllot to see how the public feels

Dan – what is the goal of a referendum – if we are successful then

Brenda – the delegation is not being supported of city anymore – what are we losing if we do a referendum

Dan – it has no legal effect – it would inform the commission the will of the people

Chuck – there may have been misunderstandings that some of the stewardshop money was for stormwater and not just wanter and sewer

Donna – asked about the city's vested interest in the property

Discussion held concerning referendum

Dan – prepare referendum language – go over next meeting

Terms – provisions for negotioan – interlocal agreement is important – will the city get billed for water usage? –

Brenda – asked dan to put together a list of conditions and terms so we can start on the terms of the agreement - - what points do we want to include in the interlocal – compile everyone's ideas – combine transfer with interlocal –

Brenda – schedule a specia meeting in July – 13te – 17<sup>th</sup> of July week

Donna Duncan – I think we need to consider on wht we might have to do. If we don't preserve our rights then we don't have any at all

Dan – we are going to try to negotiate points and put in agreement

**CITY OF APALACHICOLA**  
PLANNING AND ZONING BOARD  
REGULAR MEETING  
Monday, June 8<sup>th</sup>, 2026  
**City Meeting Room – 74 6<sup>th</sup> Street**

Minutes

**Attendance: Joe Taylor, Jim Bachrach, Greg Golgowski, Elizabeth Milliken, Bobby Miller, Ashley Leonard, alternate (voting)**

**Regular Meeting: 6:00 PM**

1. Approval of May 11<sup>th</sup>, 2026 regular meeting minutes.
  - a. Motion to approve by Jim Bachrach; 2<sup>nd</sup> by Greg Golgowski – all in favor, motion carried.
2. Review, Discussion and Decision for Accessory Structure. (R-3) @ 280 24<sup>th</sup> Avenue. Block 232 Lots 1-3. Owner: Tomas Juan; Contractor: Self / TBD.
  - a. Tomas Juan, Owner – Present. In response to a question from Greg Golgowski, stated that he was not sure of the spacing between the deck boards. Planner explained that 1/8-inch spacing allows an additional 10% maximum impervious surface on the property. Owner further clarified that there is an existing porch in poor condition in the same location, that will be removed and replaced.
  - b. Motion to approve by Bobby Miller; 2<sup>nd</sup> by Elizabeth Milliken – all in favor, motion carried.
3. Review, Discussion and Decision for Accessory Structure. (R-2) @ 121 Ellis Van Fleet Street. Block 251. Owners: Melissa Fox & Sean McDermott; Contractor: TideWater Pools & Spas Inc.
  - a. Elizabeth Milliken asked for confirmation that the pool would not be located in the front yard. Planner stated that, according to the provided site plan, the pool would be located in the interior side and rear yards.
  - b. Motion to approve by Jim Bachrach; 2<sup>nd</sup> by Greg Golgowski – all in favor, motion carried.

4. Review, Discussion and Decision for New Construction (Residential) & Accessory Structure. (R-1) @ 222 Center Street. Neels Addition Block 8 North Part Lots 7-8. Owners: Daniel and Mary Lynn Walker; Contractor: America's Home Place.
- a. Daniel and Mary Lynn Walker, Owners – Present. In response to a question from Joe Taylor, stated that the detached garage does not contain any bonus rooms and is intended only to store a golf cart.
  - b. Jim Bachrach stated that the property seemed level and not necessarily wet in any specific area. Planner clarified that there are no wetlands on the property, though a portion is in Zone AE and has the potential to flood.
  - c. Ashley Leonard stated that the covered porch shown on the site plan was not included in the impervious surface calculation, though even with this addition they do not exceed the maximum permitted impervious surface area. She also requested additional information about the presence of protected trees on the property. Planner stated that the City's Building Department had worked with the Owners to determine the presence or absence of protected trees on the property.
  - d. Greg Golgowksi asked if any modifications were made to the stormwater management plan by the Planner. Planner confirmed that no changes were made to the plan following submission by the Owners. Owners confirmed that the red lines on the plan indicate water being diverted to the road rather than the neighbor's property. Owner agreed to modify the plan to direct runoff into rain barrels on equivalent catchment on the property instead.
  - e. Motion to approve on the condition that the stormwater management plan be revised to retain runoff on the site and not direct it into the street by Jim Bachrach; 2<sup>nd</sup> by Bobby Miller – all in favor, motion carried.
5. Review, Discussion and Decision for Certificate of Appropriateness, Alteration / Renovation & New Construction (Commercial). (C-1) @ 155 Commerce Street. Block G-1 Lots 12-13. Owner: Waddell Family; Contractor: Galloway Construction Inc.

- a. Jim Waddell, Representative – Present. Provided the following contextual information. The property is not owned by the Waddell Family directly, but rather by a nonprofit associated with the family. A 6-month extension on the grant deadline from the Division of Historical Resources was requested and received. The historic use of the building was as a general store selling marine supplies, fresh food, and other goods. The adjacent vacant lot will remain vacant and may be used for outdoor space for the subject property.
  - i. Chase Galloway, Contractor – Present. Provided additional information about the grant funding. The funding is to rebuild the structure as it is, with the addition of one new room at the rear.
- b. Jim Waddell addressed the stormwater management plan. Many other buildings in the downtown areas have gutters that send water directly into the street. The gravel retention bed proposed on the south side of the property can hold approximately 4" of water. Currently, gutters from the adjacent White Sands property direct water onto the subject property. The intent is to modify the gutter system on both buildings so that they converge into the same downspout and drain onto Commerce Street instead.
  - i. Greg Golgowski clarified that the south side of the property drains into the gravel area, and the north side drains into a downspout.
- c. Jim Waddell also addressed the parking plan. The parking calculation was not done correctly and should be less than presented on the agenda. The new total number of spaces required should be 13, rather than 19. Up to 8 spaces can be waived using the historic building exception. The remaining 5 would need to be mitigated. The parking plan does not consider space that may be available on the shoulder of the road, or in nearby grassy or unpaved areas. When the original commercial lots downtown were platted, it could not have been imagined nor intended that off-street parking be made available on those lots. Additionally, he believes there is sufficient parking available on the street and in the nearby city-owned parking lot.

According to his measurement, the city-owned lot is within 500' of the intersection of Commerce Street and Avenue G. Further, the intent when constructing this lot was to provide overflow parking.

- i. Jim Bachrach clarified that the measurement was taken from the intersection of the two streets, not from the subject lot to the city-owned lot.
  1. Ashley Leonard added that by her measurement, it is around ~568' from the subject lot to the city-owned lot. She also noted that the city-owned parking lot is always empty.
- d. Bobby Miller stated that the principal issue concerns parking. The City has the authority to approve the plan and must do so. P&Z cannot supersede the City on this issue.
- e. Joe Taylor suggested that the site plan be modified to include the location of the stools and tables. Ashley Leonard also noted that this would avoid the potential to overestimate the number of bar stools. She also stated that any potential outdoor seating must be accounted for on the site plan and parking plan.
- f. Susan Keith, Resident – Present. Stated that the issue of parking has once again come back before the Board. While she appreciates that the Waddell family wants to bring life and activity back to this area, she emphasized the importance of having the exact number of tables, stools, and outdoor seating on the parking plan. Additionally, the Owners must provide documentation the subject property is a historic structure. Finally, she stated that the City should not dedicate 13 street parking spaces to this one establishment, as future businesses wanting to operate in this area may have issues obtaining their own parking.
- g. Joe Taylor stated that the parking plan must go before the City Commission for approval, and that parking can be negotiated with the City Commission but not the Planning and Zoning Board. He emphasized that the stormwater issue is not resolved, as the submitted stormwater

management plan states that the north half of the building will drain directly into the street.

- i. Greg Golgowksi asked if the large gravel bed will provide excess storage of water on the site? Representative stated it would be sufficient, and that based on his experience as an engineer the stormwater runoff provisions of the Land Development Code (LDC) were flawed, especially for commercial lots with 0' lot line setbacks and high impervious surface coverage. Greg Golgowski responded that managing stormwater on small lots like these is very difficult.
  - ii. Joe Taylor asked if there is an exception from stormwater requirements for historic buildings. Planner responded that the stormwater chapter of the LDC only differentiates between residential and nonresidential uses. There is no exception specifically for historic buildings.
- h. Jim Bachrach stated that parking is available in the city-owned lot nearby. Further, the LDC clearly defines standards for parking and stormwater. The Board has always followed what is stated in the Code.
- i. Bobby Miller added that conditional approvals have not always worked well for the Board in the past. When there are lots of moving parts, the phrasing of the conditional approval may be subject to criticism. He also raised the potential for the vacant lot at the rear of the subject property to be developed in the future, noting that parking will eventually be required for that property as well.
- i. Representative agreed to modify the stormwater management plan to not direct water into the street and retain water on the subject property instead.
  - j. Elizabeth Milliken noted that new development in this area presents an opportunity for tourists and other visitors to start using the nearby city-owned lot.
  - k. Motion to approve on the condition that (1) the stormwater management plan be revised to retain runoff on the site and not direct it into the street

and (2) the City Commission approve a parking plan which meets the minimum parking requirements for the proposed use as a restaurant by Jim Bachrach; 2<sup>nd</sup> by Bobby Miller – all in favor, motion carried.

**Other/New Business:**

N/A

**Outstanding/Unresolved Issues:**

1. Update on P&Z Board term length and composition issue following June 2<sup>nd</sup> City Commission meeting.
  - a. Planner explained that no action is needed at this time. The City Commission will hold a workshop on Tuesday, June 16<sup>th</sup> at 4:00 p.m. to discuss a draft amendment to the Code of Ordinances, Sections 2-38 through 2-48, addressing the Planning and Zoning Board. Attendance of current board members is encouraged, if possible, as the City Commission would like feedback about how any proposed changes may impact the Board.

**Motion to adjourn the meeting by Jim Bachrach; 2<sup>nd</sup> by Greg Golgowski. All in favor – meeting adjourned at 7:24 p.m.**

**CITY OF APALACHICOLA**  
**City Clerk's Department Monthly Report**  
**June 2026**

**Utility Billing**

- Processed and mailed utility bills before month-end deadline
- Applied late payment penalties to applicable accounts
- Completed monthly utility Billing Clerk duties, including account audits and adjustments
- Processed ACH payments and adjustment requests
- Progressively creating SOP manuals for both Utility Billing and Clerk's Office
- Performed monthly audit on past due accounts and adjustments

**Staff Training & Oversight**

- Training former receptionist Shelly Toluba for the Billing Clerk position and new-hire Candace Burke for the Fronk Office Billing Clerk position
- Assisted City staff with project reporting and interdepartmental support

**Customer Service & Public Inquiries**

- Assisted walk-in and phone customers with:
- Cemetery plot inquiries and arrangements
- Utility bill questions and payments
- Garbage/yard trash complaints
- Public records requests
- Golf cart decals and Battery Park ramp stickers
- Business license processing
- Other miscellaneous services
- Received 5 Public Records Requests; (3) Completed requests.

**Administrative & Commission Support**

- Compiled Commission meeting agenda packets and distributed to the Commission and City Attorney
- Notified 2K Web Group to post meeting packets, dates, and times to the City website
- Responded to official correspondence and conducted research for information requests
- Completed tasks assigned by the City Manager and Mayor
- Compiled additional records for the on-going JLAC audit

**Office & Management**

- Performed administrative tasks related to the daily operations of the Clerk's Office and oversight of the Utility Billing Division

City of Apalachicola  
**Past Due Accounts**  
 Where due date is before 06/16/2026

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<u>Account No</u>	<u>Location No</u>	<u>Name</u>	<u>Service Address</u>	<u>Service</u>	<u>Amount</u>
Totals				Count	
				93 WATER	-80873.42
				59 SEWER	94501.20
				58 GARBAGE	11021.77
				22 SCIPIO CREEK	14404.80
				53 SUF	4355.21
				65 STORMWATER	878.76
				10 BP RATES2022	14355.63
				Grand Total	58643.95

Total past due accounts: 142

City of Apalachicola

**Transaction List**

Sorted by Location No  
From 05/16/2026 through 06/16/2026

Account No	Location No	Customer Name	Trans. Date	Trans. Type	Reason	Batch	Amount
10231	00266	GIBSON INN LLC.	06/10/2026	Adjustment ADJ 10% PEN	ADJ		-499.51
11175	00306	TAYLOR. JANE	05/19/2026	Adjustment TFB	TFB		81.35
54589	00306	LAW. BENJAMIN A	05/19/2026	Adjustment TFB	TFB		-81.35
10090	00390	GRAY. THOMAS	06/12/2026	Adjustment			-25.00
36747	00640	SCPIO CREEK	06/05/2026	Adjustment FPO POOL ADJ	FPO		-180.77
38024	00675	CAGLE. W THOMAS	06/08/2026	Adjustment WLK 1X LEAK	WLK		-286.49
50016	051525	DAVIS. EDGAR	06/04/2026	Adjustment MNR	MNR		-138.68
26101	11011	MCLEMORE.	05/18/2026	Adjustment ADJ INACT	ADJ		-334.34
49640	11205	MATHIS. BARBARA	06/04/2026	Adjustment MNR MTR RT	MNR		-227.73
54302	20213	GILKERSON.	05/19/2026	Adjustment PAJ 25 PEN ADJ	PAJ		-423.71
51156	21241	PARKER. NEIL	06/11/2026	Adjustment MTRRT			-234.11
42759	26118	WILLOUGHBY.	05/19/2026	Adjustment MIS ACCT ADJ	MIS		-1336.90
41111	32020	VASQUEZ.	05/19/2026	Adjustment WLK OCT BILL	WLK		-118.33
40121	33165	LEAVINS SEAFOOD.	05/18/2026	Adjustment ADJ	ADJ		-68.84
37096	33610	STOKES. JOHN	05/27/2026	Adjustment PAJ \$25.00	PAJ		-25.00
36079	33874	ROSS. TRACY F	06/11/2026	Adjustment BIE MTRISSBIE	BIE		-258.06
50069	34230	PEARSON. SHINE	05/19/2026	Adjustment BIE ACCT ADJ	BIE		-78.78
51344	35127	RASH. EDEN	06/05/2026	Adjustment PAJ	PAJ		-43.90
49840	40915	VENRICK. CHELSEY	06/02/2026	Adjustment BIE	BIE		-232.47
504401	40915	HLS PROPERTY	06/02/2026	Adjustment			232.47
504401	40920	HLS PROPERTY	06/02/2026	Adjustment BIE	BIE		232.47
			06/02/2026	Adjustment			-232.47
46740	40970	LEONARD. CHARLES	06/12/2026	Adjustment MNR MTR RT	MNR		-323.26
41470	41470	BOTZ. DOROTHEA	06/11/2026	Adjustment WLK 1X LEAK	WLK		-546.23
41620	41620	WILLIAMS.	05/20/2026	Adjustment BIE	BIE		-253.12
43404	41737	KANE. EDWARD J	05/19/2026	Adjustment BIE ACCT ADJ	BIE		-627.70
42490	42490	O'NEAL. GRACIE	06/16/2026	Adjustment WLK 1X ANU	WLK		-306.16
43240	43240	BAKER. JAMES S	06/05/2026	Adjustment PAJ	PAJ		-25.00
36143	43670	WALKER. TERRENCE	06/05/2026	Adjustment GAR	GAR		-26.55
44150	44150	THORNTON.	06/10/2026	Adjustment BIE PD-OT-	BIE		-25.00
45970	46703	DESLOGE. BRYAN	06/09/2026	Adjustment MNR	MNR		-439.62
51783	48431	LEE. KURYNE	05/19/2026	Adjustment MIS MIS READ	MIS		-211.22
49502	49502	MORTON. PEYTON W	06/03/2026	Adjustment MNR OVERAGE	MNR		-70.07
49642	49642	ESCOBAR. ELISEO	06/02/2026	Adjustment MIS NO ROUTE	MIS		-220.82
49808	49808	PETTIS. TRACEY	05/19/2026	Adjustment MIS	MIS		-81.97
			06/10/2026	Adjustment PAJ	PAJ		-53.72
49914	49914	WILSON. KEVIN	06/01/2026	Adjustment MIS NO READ	MIS		-279.74
50134	50134	PEARSALL. FRANK	06/02/2026	Adjustment MNR	MNR		-451.39
50960	50960	SUTTON. CLIFFORD	06/02/2026	Adjustment PAJ -\$25.00	PAJ		-25.00
50965	50965	BARBER. WINONA	06/05/2026	Adjustment BIE 10%ADJ	BIE		-1.90
54555	51015	MCCLAIN. JERRY J	06/08/2026	Adjustment BIE ENTINERR	BIE		-19.04

Account No	Location No	Customer Name	Trans. Date	Trans. Type	Reason	Batch	Amount
51292	51292	LUGO. LISA	06/04/2026	Adjustment	MNR	ADJ-OVGS MNR	-209.72
45483	52189	SKILES. BRISBIN	06/03/2026	Adjustment	MNR	MNR	-271.27
49456	52501	THOMAS. DAVID	05/18/2026	Adjustment	WLK	WLK	-2837.80
54570	52603	BRYANT. HALL B	06/04/2026	Adjustment	PAJ	ADJ -25.00 PAJ	-25.00
70680	680	NEWTON. WILLIAM	06/04/2026	Adjustment	BIE	NEW ACCT BIE	-235.40
70224	70224	HARRIS. TOMMY	05/28/2026	Adjustment	TFB	TFB	-51.36
70224	730	HARRIS. TOMMY	05/28/2026	Adjustment	TFB	TFB	51.30
54373	FMH-3	FORRESTER. BUTCH	06/02/2026	Adjustment			2703.02

**Grand Totals**

Adjustment

WATER	-4084.74
SEWER	-2547.24
GARBAGE	-79.65
SCIPIO CREEK	-0.06
SUF	-87.00
STORMWATER	-3.00
BP RATES2022	-235.40
WATER Penalty	-1582.64
WATER Miscellaneous	-524.16
SUF Redist	0.00
	<u>-9143.89</u>

# CITY OF APALACHICOLA

## Grant Projects Report

July 2026

### Executive Summary

On June 11, 2026, the City hosted a Community Grant Project Night to share the progress achieved over the past year and to introduce the lead contractors engaged on the City's active projects. The event reflected a deliberate shift in the City's grant program—from stabilization to sustained execution.

Last year's priority was twofold: bringing the municipality into strict compliance across all grant agreements, and accelerating the projects that were at the greatest risk of losing their allocated funding. That work is now complete. Every project in the City's portfolio is in full compliance, and the City has moved firmly into the implementation phase. As reflected in the pages that follow, this portfolio spans more than two dozen active and recently completed initiatives—ranging from drinking-water and wastewater infrastructure, lift station and stormwater rehabilitation, and waterfront and dock revitalization, to historic preservation, flood resilience, and parking and roadway improvements—supported by a combination of CDBG, FDEP, FEMA, FDOT, legislative appropriation, and other state and federal funding streams.

With its existing obligations stabilized and in compliance, the City is now well positioned to secure new funding for sustainable, forward-looking initiatives. Several recently opened funding streams are highlighted in this report, and the corresponding Budget Amendment Requests (BARs) are included for the Commission's review and approval.

### Current Projects

#### Wells Rehabilitation & Maintenance — Two Funding Streams

##### Funding Stream 1 — Well Disinfection

<b>Grant Dates</b>	January 28, 2022 – September 30, 2027
<b>Grantor</b>	M0016 CDBG Avenues Stormwater Funding, Deliverable 4
<b>Amount</b>	\$125,000
<b>Contractor</b>	Rowe Drilling
<b>Grant Management</b>	City of Apalachicola

Rowe Drilling has begun the disinfection process for the three wells, funded through M0016—the same source used for the subsurface work. The City was awarded \$125,000 to disinfect the wells using a chemical composition formulated specifically for the Apalachicola wells, which will improve both water quality and capacity.

##### Funding Stream 2 — Preventive Maintenance System

<b>Grant Dates</b>	July 1, 2026 – December 31, 2030
<b>Grantor</b>	FDEP / SAHM (Supplemental Appropriation Hurricanes Helene and Milton), Drinking Water State Revolving Fund
<b>Amount</b>	\$502,610 (100% loan forgiveness to grant)
<b>Contractor</b>	RFP active; closes July 24, 2026
<b>Grant Management</b>	City of Apalachicola

A preventive maintenance system will serve the three newly modernized municipal wells using advanced, resilient technology designed to reduce mechanical failure through 2030. The City has finalized the FDEP

grant agreement covering well maintenance and any future rehabilitation for the next four years. The RFP has been released in accordance with federal and state requirements and will close July 24, 2026.

**New Municipal Well — Completion by December 31, 2030**

<b>Grant Dates</b>	June 1, 2026 – December 31, 2030
<b>Grantor</b>	FDEP / SAHM (Supplemental Appropriation Helene and Milton)
<b>Amount</b>	\$1,500,000 (loan forgiveness to grant)
<b>Contractor</b>	RFP for engineering services (design, planning, permitting, and CEI) advertised; closes June 23, 2026
<b>Grant Management</b>	City of Apalachicola

This project will plan and construct a new municipal well to expand the City's clean drinking water supply. The RFP has been released, and the City holds an executed grant agreement with FDEP.

**African American Museum — Completion December 2026**

<b>Grant Dates</b>	November 1, 2021 – December 31, 2026
<b>Grantor</b>	Florida Department of State / American Rescue Plan Act
<b>Amount</b>	\$1,250,000
<b>Contractor</b>	Monolith Construction; Bret Hammond Design
<b>Grant Management</b>	City of Apalachicola

Purpose: Construction of an African American Museum to memorialize the significant contributions of African Americans to the region, the state, and the nation.

Update: All submittals have been approved and all materials ordered. The canopy is in fabrication, and the contractor is completing the final lift of the exterior CMU walls this week, bringing the building to full wall height. Construction of the canopy footings is underway—another key milestone—as the project transitions into the roof structure and building enclosure phase.

**Scipio Dock Electrical — Estimated Completion October 2027**

<b>Grant Dates</b>	January 1, 2021 – October 15, 2027
<b>Grantor</b>	Franklin County; City of Apalachicola Capital Improvement Funding; State of Florida
<b>Amount</b>	\$600,000
<b>Contractor</b>	3 Notch Group (procured 2023); construction RFP to follow
<b>Grant Management</b>	City of Apalachicola

Purpose: Rebuild Scipio Dock to pre-Michael status and construct a new electrical panel structure. The work consists of a new elevated electrical panel meeting FEMA standards, plus the purchase and installation of four new pedestals to serve eight slips.

Update: The elevated electrical panel design is complete. The City is conducting an additional needs assessment to determine what further repairs are required to upgrade Scipio Creek.

**IGA, Ellis Van Fleet & 9th Street Lift Stations and Generators (FDEP) — Completion October 2026**

<b>Grant Dates</b>	December 15, 2025 – October 1, 2026
<b>Grantor</b>	FDEP / Stewardship Funding
<b>Amount</b>	\$900,000 (\$560,000 reallocated to the Sewage Upgrade Project, which came in under budget here and required three change orders)

<b>Contractor</b>	Monolith Construction; Dewberry
<b>Grant Management</b>	City of Apalachicola

Purpose: Repair and rehabilitate the IGA and Ellis Van Fleet lift stations.

Update: The Ellis Van Fleet and IGA lift stations are 100% operationally complete. The remaining component is delivery of two new generators to be permanently installed—one per location. Protective structures are being built over the new lift stations and generators to shield them from the elements and future storms, and both sites have new landscaping to elevate and mitigate flooding, blend into the environment, and protect the new electrical infrastructure. Both stations have been elevated—IGA by more than 3 feet and Ellis Van Fleet by more than 2 feet. These repairs have already reduced wear across the City’s entire sewer system and lowered overall costs. A change order has been executed to rehabilitate the 9th Street lift station and add a generator, funded by savings within the overall project budget; 9th Street was part of the original approved lift-station plan, but the engineers had overestimated the cost of the first two stations.

**Hill Community Project — Buildings Completion June 2026; Sidewalks/Lighting Completion September 2027**

<b>Grant Dates</b>	April 1, 2021 – September 30, 2027
<b>Grantor</b>	FloridaCommerce CDBG Funding
<b>Amount</b>	\$935,753 (additional funding pending)
<b>Contractor</b>	Hydra Engineering
<b>Grant Management</b>	City of Apalachicola; Gouras Associates

Purpose: Revitalize the Hill Community and strengthen its economic vitality by repairing and upgrading two buildings; sidewalk and lighting improvements will follow subject to additional funding.

Mini-Mall: The contractor has completed interior paint and drywall repairs, hung all new doors and windows, installed roofing, and installed and painted new siding on the front and both sides of the building. Remaining items are gutters, siding on the rear of the building, flooring in both commercial spaces, and grading of the parking lot. Work is awaiting Duke Energy to set the new underground service and remove power from the rear of the building so the remaining siding can be installed; gas service to the laundry will be removed during this same window.

AJ’s: AJ’s is 100% complete except for new gutters, which will be installed July 6.

**Riverfront Revitalization Community Project — Completion September 2027**

<b>Grant Dates</b>	April 4, 2021 – September 30, 2027
<b>Grantor</b>	FloridaCommerce CDBG Funding
<b>Amount</b>	\$4.8 million
<b>Contractor</b>	Half Associates
<b>Grant Management</b>	City of Apalachicola; Gouras Associates

Purpose: Revitalize businesses and public areas in the Riverfront District, including private business docks, public docks, sidewalks, lighting, and parking areas.

Update: RFPs are being advertised while the Environmental Review Record (ERR) is posted for public notice. The RFPs close July 7, with executed construction contracts expected by July 2026. The project must be substantially completed by September 30, 2027. A groundbreaking ceremony will be held in August once dates are finalized, and questions and answers from potential bidders have been posted on the City’s website.

**Flo-Vac Sewage Collection Upgrades — Completion December 2026**

<b>Grant Dates</b>	December 19, 2025 – December 1, 2026
<b>Grantor</b>	FDEP State Appropriation
<b>Amount</b>	\$1.75 million (reallocated from the Lift Station Project)
<b>Contractor</b>	Flo-Vac Technology
<b>Grant Management</b>	City of Apalachicola

Purpose: Monitor stormwater conditions throughout the City and generate immediate alerts, enabling rapid repairs to prevent stormwater flooding.

Update: The project is progressing on schedule with no issues to report. One section remains, after which the project will be complete. Flo-Vac will perform several upgrades to the City's existing vacuum station to ensure the new technology integrates with the City's current infrastructure.

**V-Dock Piers, Phases I & II — Completion September 2027**

<b>Grant Dates</b>	September 1, 2025 – June 1, 2027
<b>Grantor</b>	Tourist Development Council; City of Apalachicola
<b>Amount</b>	\$1,670,000
<b>Contractor</b>	HG Harders
<b>Grant Management</b>	City of Apalachicola

Purpose: Rebuild the V-Pier dock for the use of residents and visitors.

Update: Phase I completed in July 2026. The City plans to host a July opening ceremony in partnership with the TDC, allowing the public to enjoy the first completed pier. Phase II will begin in October 2026 and is scheduled for completion by June 2027.

**Avenues Stormwater Repairs (M0016) — Completion July 2026**

<b>Grant Dates</b>	January 1, 2022 – September 30, 2027
<b>Grantor</b>	FloridaCommerce CDBG Funds
<b>Amount</b>	\$3,691,869
<b>Contractor</b>	Dewberry; Hinterland Construction
<b>Grant Management</b>	Gouras Associates; City of Apalachicola

Purpose: Upgrade the City's stormwater systems through repairs, upgrades, cleaning, videoing, and rehabilitation of 6,400 linear feet of stormwater infrastructure.

Update: The project is on schedule. Stormwater drains have been cleaned and videoed, and the pipes are being relined. The contractor expects to finish September 2026.

**Critical Asset Flood Management — Completion June 2027**

<b>Grant Dates</b>	March 3, 2025 – June 20, 2027
<b>Grantor</b>	FDEP Resilient Florida Fund
<b>Amount</b>	\$2,403,500
<b>Contractor</b>	Inovia
<b>Grant Management</b>	Bay Media; City of Apalachicola

Purpose: Help the City adapt to and mitigate the impacts of flooding and sea-level rise by identifying nuisance flooding and drainage issues. The City will replace and retrofit pipe systems at multiple roadway intersections, add inlets, pipes, and water-quality vaults, reconstruct crowns, and build roadway conveyance systems.

Update: The City has received the FDEP permits needed to begin procurement. One section (the Best Western area) will require the City to obtain easements over several properties to repair the stormwater infrastructure and provide for future maintenance.

### Wastewater Treatment Plant (WG038 / 22SRP17) — Timeline Pending

<b>Grant Dates</b>	March 12, 2021 – September 30, 2029
<b>Grantor</b>	FDEP
<b>Amount</b>	\$13,381,516 (Package A); estimated \$12 million (Package B)
<b>Contractor</b>	Dewberry; North Florida Construction
<b>Grant Management</b>	Gouras Associates; City of Apalachicola

Purpose: Construct facility improvements, including demolishing and replacing the headworks structure, screening and grit-removal equipment, the in-plant re-use pump station, and the plant drain pumping station; a new electrical building, controls, and emergency diesel-driven generators.

Update: The project is on schedule, with the last of the ODP direct purchases completed in August 2026. Grant Agreement WG038 will be closed out in July and Grant Agreement 22SRP17 will begin.

### Old City Hall / Middlebrook, Phase III — Completion August 2026

<b>Grant Dates</b>	August 8, 2023 – September 30, 2026
<b>Grantor</b>	Division of Historical Resources (DHR)
<b>Amount</b>	\$395,000, plus \$48,750 in-kind match and \$50,000 cash
<b>Contractor</b>	Mark Tamey; Oliver Sperry
<b>Grant Management</b>	Bay Media; City of Apalachicola

Purpose: Complete the City Hall renovation, with Phase III now expected to finish in Fall 2026 due to payment delays with DHR. Phase IV is the final phase and includes the second floor and flood-mitigation measures.

Update: The City is working to obtain reimbursement from DHR so it can close out Phase II and begin Phase III. A new grant application for Phase IV is being submitted to DHR in June 2026.

### Odor Scrubber / Aerator — Completion May 2026

<b>Grant Dates</b>	February 1, 2025 – May 30, 2026
<b>Grantor</b>	FEMA; City Insurance
<b>Amount</b>	\$500,000
<b>Contractor</b>	SGS; ECS; Dewberry
<b>Grant Management</b>	City of Apalachicola

Purpose: The odor scrubber/aerator removes foul odors from the water by introducing oxygen through aeration, converting odor-causing gases such as hydrogen sulfide into less pungent compounds.

Update: The City is awaiting ECS and Dewberry to remedy several issues caused during packing and shipping.

**Avenue H Parking Lot — Completion June 1, 2027**

<b>Grant Dates</b>	June 1, 2023 – June 1, 2027
<b>Grantor</b>	Legislative Appropriation; FDOT
<b>Amount</b>	\$135,000
<b>Contractor</b>	Jason White Construction (procured 2025)
<b>Grant Management</b>	City of Apalachicola

Purpose: Construct a new permeable parking lot in downtown Apalachicola.

Update: The City has finalized the grant agreement with FDOT and is advertising an RFP for the design and planning of the permeable lot, as Public Works does not currently have the capacity. The construction contractor, Jason White Construction, was procured in 2025.

**Avenue B Pipe Repairs — Completion June 30, 2027**

<b>Grant Dates</b>	Through June 30, 2027
<b>Grantor</b>	Legislative Appropriation; FDEP
<b>Amount</b>	Original grant \$100,000; FDEP providing additional funds to complete the project
<b>Contractor</b>	Jason White Construction
<b>Grant Management</b>	City of Apalachicola

Purpose: Repair the terra-cotta pipes at Avenue B (and 5th Avenue) to prevent flooding and stop roads and pipes from caving in.

Update: Urban Catalyst and Jason White completed Deliverable 1-Fred Myer location. Urban Catalyst is working on Avenue B design and is finishing the 5th Avenue design. Jason White Construction was previously procured for the construction phase. The City is working with FDEP on a new grant agreement and additional funding to repair both locations.

**Market Street Vacuum Station**

<b>Grantor</b>	FDEM; FloridaCommerce CDBG
<b>Amount</b>	Phase I — \$150,000; Phase II — full funding through FEMA and CDBG
<b>Contractor</b>	Madrid CDG (design); construction procurement summer 2026
<b>Grant Management</b>	City of Apalachicola

Purpose: A new vacuum station is needed to serve the needs of the business community.

Update: Competitive procurement for construction will begin once the project is fully approved. The public notice period has met its required timeframe.

**Inflow & Infiltration Study (LPA0451) — Completed March 2026**

<b>Grant Dates</b>	March 1, 2025 – March 31, 2026
<b>Grantor</b>	FDEP
<b>Amount</b>	\$300,000
<b>Contractor</b>	Dewberry
<b>Grant Management</b>	City of Apalachicola

Purpose: The City’s aging infrastructure is composed of terra-cotta pipes and faulty water lines. This study assessed local sources of surface water and groundwater entering the sewage system—using smoke testing, dye testing, and visual inspection to locate structural defects and water intrusion—and summarized existing hydrologic and hydrogeologic data to produce a pre-design report.

Update: Reimbursement and closeout is in progress.

### Bodiford & Scipio Docks — Completion March 2026

<b>Grant Dates</b>	April 1, 2023 – May 31, 2026
<b>Grantor</b>	FEMA; City of Apalachicola
<b>Amount</b>	\$53,824 and \$149,500
<b>Contractor</b>	Coastline Clearing; Jason White Construction; Dewberry (CEI services)
<b>Grant Management</b>	City of Apalachicola

Purpose: Repair the docks to pre-Michael status.

Update: The Bodiford Dock project is complete, and Bodiford Park is now part of the Adopt-a-Park program. Scipio Creek is complete with the installation of the elevator. The City is seeking reimbursement from FEMA for project expenses (approximately \$85,000) and grant management fees (\$8,900).

## FEMA & Other Reimbursements to Date

**New Odor Scrubber / Aerator.** Project cost \$558,000; cost to the City \$5,250; funded by \$39,750 (FEMA) and \$513,000 (City insurance).

**FEMA Emergency Preparedness — Hurricane Helene labor costs.** The City was reimbursed in full by FEMA in the amount of \$23,500.

**FEMA — Vacuum pipe replacement and marina electrical repairs.** The City received \$12,295 from FEMA and FDEM.

**FEMA Category Z Grant Management Fees.** \$3,989 paid to the City.

### Expected Fee Reimbursements for July and August 2026:

**FDEM SRMC Grant Management Fees:** M0141 Critical Generators, \$14,000, and M0142 Vacuum Station Phase I, \$11,920, and 4486-007-R (063) Portable Generator, \$9550

**Total FDEM SRMC Grant Management Fees:** \$35,470

## Current Grant Applications

### 1. Florida Department of Transportation (FDOT)

The City submitted FDOT Small Scope application on March 24, 2026, using the same funding program that repaired Leslie Street. The scope of work will replace and repair one block of Commerce Street, from Avenue F to Avenue G. The Scope of Work is the same as last year’s grant application approved by the Commission.

**Update:** The application—2026 Small County Outreach Program for Municipalities (SCOP-M), District 3, “Restoring and Repairing Apalachicola’s Commerce Street, Avenue F to Avenue G”—has been deemed complete and accepted by FDOT and is currently being ranked.

**Total funds requested:** \$472,000 (NO MATCH REQUIRED).

### 2. Division of Historical Resources (DHR)

A DHR Special Category application to complete the work on Old City Hall will be submitted when the delayed grant cycle opens. The City was approved for funding in 2025, but Special Categories funding was not included in the legislative budget. The City is reapplying and is hopeful it will receive funding to complete the historic restoration of this treasured landmark.

**Total funds requested:** \$300,000 (Match previously approved by the Commission).

### 3. Community Planning Technical Assistance Grant Program

Under this FloridaCommerce program, which funds the City's statutorily required Comprehensive Plan updates, the City applied with grant application titled "City of Apalachicola's Comprehensive Plan: 10- and 20-Year Planning Horizon Population Alignment." The project will identify and implement the required statutory updates—establishing 10-year and 20-year planning horizons and updating the Future Land Use Map series. The Apalachee Regional Planning Council will implement the project, with grant management provided by the City.

The Comp Plan Updates is Statutorily Required and the City was sent a letter from the State that the current Comp Plan was not sufficient and an updated plan must be submitted and approved.

**Total funds requested:** \$75,000 (NO MATCH REQUIRED).

## BAR Requests for Grant Applications

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### FDEP Resilience Implementation Grant Application

- Implementation Phase of the Drainage Basin Analysis (Phases I and II), including installation of 10 filtration systems at the drainage outfalls.
- Mitigation of flooding and storm damage through one mobile SERT Tiger dam (3,000' × 24") to reduce future flood hazards.
- Additional funding for Grant Project LPA0140 to complete the deliverables required by the original agreement from 2021.
- Stormwater Retrofits across 5 sites on Water Street using the Stormwater Master Plan.

### FDEP Resilience Planning Grant Application

- Plan downtown pervious parking and a mitigation plan for identified priority areas.

### FloridaCommerce Rural Infrastructure Fund Grant Application

- Complete construction, ADA upgrades, and furnishings-fixtures-equipment (FFE) at Old City Hall and HCA Building due to almost double construction costs, denial of DHR applications Special Category, and the City needs to furnish the buildings and make them usable for municipal and public use. Grant has No match because of RAO and no ceiling for request.

## Possible Grant Opportunities

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### USDA Community Facilities Grant Program

<b>Purpose</b>	Develop essential community facilities in rural areas w/ less than 20,000 residents. Funds for construction, purchase, or improve community facilities.
<b>Application Due</b>	Rolling-Oct 1, 2026 – Sept 30, 2027
<b>Amount Requested</b>	Varies
<b>Match</b>	Grant for 75% of the Project bc community less than 5,000 and Low-Income. Match can come from Florida CDBG program In-Kind Contributions (City land value counts), Foundations, would cover the 25%
<b>Possible Project</b>	Missing local infrastructure like Family Support Complex, Community Activity Center, Enhance Civic and Municipal Services, Upgrade Public Safety, Local Food Systems (Food Banks, Greenhouses, Distribution Hubs for agricultural and seafood), Cultural Spaces, Education, Healthcare.

**Coastal Partnership Initiative Grant Program**

<b>Purpose</b>	Waterfront revitalization, park planning and improvements, and community resiliency
<b>Application Window</b>	September 1–30, 2026
<b>Amount</b>	\$60,000
<b>Match</b>	None required
<b>Possible Project</b>	Riverfront and transient boating; Scipio Creek pilings replacement

**Clean Vessel Act (CVA)**

<b>Purpose</b>	Coastal public pumpout—upgrading a marina’s waste-handling facilities
<b>Funding</b>	75% of the total project, including City personnel labor to operate and maintain
<b>Possible Project</b>	Scipio Creek, Riverfront, or any City marina

**Stan Mayfield Working Waterfronts Capital Outlay Grant Program**

<b>Purpose</b>	Development of working waterfronts, docks, and marina upgrades
<b>Application Window</b>	August 1–15, 2026
<b>Amount</b>	\$250,000
<b>Match</b>	None required



# **CITY OF APALACHICOLA CODE ENFORCEMENT**

1 Bay Avenue \* Apalachicola, Florida 32320 \* 850-653-8222

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## **CODE ENFORCEMENT / Harbormaster**

**June 2026**

**Documenting Low hanging branches on roadways.**

**Documenting potential discrepancies in City Ordinance**

**Removing lawn signs from right-of-way**

**Daily Phone Inquiries & Emails Answered**

**Route inspections daily**

**Implementing new Software for Harbormaster**

## **Formal Notices of Violation**

- **STR violation: 3 cases in progress; 1 Resolved**
- **Fence violations: 1 in progress;**
- **Nuisance violations involving trash, waste, inoperable vehicles, etc.: 12 cases in progress- 6 resolved**
- **Business sidewalk violations: 1 Resolved**
- **Building permit violations: 2 in progress**
- **Mural permit not obtained: 1 Resolved**

## **Informal Notices of Violation**

- **Nuisance violations involving trash, waste, inoperable vehicles, etc.: 3 in progress; 3 Resolved**

### **Citations**

- **1 repeat sidewalk citation- \$400 - Resolved**

### **Battery Park**

- **30 Resident Contracts Signed; 9 outstanding contracts that is still on the old billing system**
- **7 Non-Resident Contracts signed; 2 outstanding on the old billing system**
- **Paid in full - \$4,977.88.**
- **Previous Balances Paid- \$1623.89**
- **Monthly Billing - \$3006.52.**
- **Gross Total - \$9608.29.**
- **Processing Fees - (-\$184.98.)**
- **Net total - \$9423.31**

### **Scipio Creek**

- **48 Completed Contracts; 14 outstanding contracts on the old billing.**
- **Revenue: Paid in full - \$3,086.42.**
- **Previous Balances paid - \$1,687.75.**
- **Monthly Billing - \$1944.73.**
- **Gross Total - \$6718.90.**
- **Processing Fees - (-\$137.44.)**
- **Net total - \$6581.46**

### **Riverfront Transient from Dockwa**

- **Gross Total - \$438.70**
- **Processing fee - (-\$20.39)**
- **Net Total - \$418.31**

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# City of Apalachicola WWTP

## Monthly Report for May 2026

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Some of the items that we have been working on this month are listed below.

- Recorded all required daily parameters as outlined by the permit.
- Completed all required monthly testing as outlined by the permit.
- Completed all monthly reports and submitted them on time as outlined in the permit.
- The WWTP treated and discharged 8.349mg during the month of April 2026. May information not complete at time of report.
- Lead WW operator has continued taking part in the construction meetings to discuss Phase A and Phase B of the WWTP construction process.
- North Florida Construction has been on site and completed installing the underground structures for the on-site new lift station and some of the manholes.
- The 45' deep geo piers have been installed at the WWTP for the new headworks.
- We did not have to use our reject pond during the month of May 2026 at the time of this report.
- Staff have continued to keep the grounds cut and presentable at the WWTP. Inmates with Public Works have been assisting in some of the weed eating around the property.
- Staff have cleaned up the state portion of the property in front of the treatment facility between the highway and the fence line on the east side of the facility entrance. Webber came out and took down the dead trees that were a hazard. Staff used City equipment to mulch the debris and continue the cleanup process of the area.
- Staff have continued to work in the spray fields using the mulcher and the bush hog as well.
- Staff have had to routinely take apart the Huber screen on the headworks to clean the rags and debris out of the auger head prior to the discharge point.
- The day tank for the emergency backup generator at the WWTP has been repaired by Ring Power and is now working properly again.
- Staff cleaned the equalization basin, disk filters and chlorine contact chamber in preparations of the bi-annual cryptosporidium and giardia testing.
- Staff assisted Public Works in ordering a top for a damaged storm water basin located on Avenue B and 6<sup>th</sup> street.
- Staff have been taking sludge to the Franklin County Landfill.

- Staff have been replacing the sand in the drying bed where one of the geo bag sits.
- Staff will be reaching out to a welder to install bracing for the handrails on the catwalk on the SBR. This is a safety issue and will need to be dealt with in a timely manner. Lead operator will make the necessary calls to get this completed.
- The City dump truck still needs to be put in the shop for some needed repairs. These include a leaking hydraulic cylinder that we cannot take off in-house. The truck needs to have a thorough checking for leaking seals and an oil leak on the engine somewhere. This truck is 20 years old, however it only has about 117,000 miles on it.
- One of the WWTP vehicles, a 2007 Chevrolet 2500hd 4x4, has had a transmission failure. The cost to replace this transmission is \$3,000.00 Staff and management are weighing out the options. Temporarily, a spare truck from PW is being utilized until a decision is made concerning the repair or taking the vehicle completely out of service. This vehicle carries a 33-gallon off-road fuel tank as well as a mounted portable air compressor that is utilized regularly to maintain and clean debris out of equipment and fill tires.
- The 1,500-gallon bulk hypochlorite tank at the WWTP is a double walled containment vessel. This month it was noticed to have a leak between the two containers causing chemical to enter the void between the two walls. This is being investigated by our chemical supplier for either a repair or a replacement depending on what the problem is and if it can be fixed or replaced. This tank is made from plastic and is now at least 9 years old and has been in direct sunlight for the entire time. Staff will keep the City Manager updated as information is made available. NOTE: Currently, there is no chemical leaking onto the ground. It is all contained inside of the outer tank like it is designed to do so.

# Public Works July 2026 Monthly Commissioner's Report

To: City of Apalachicola Board of Commissioners

From: Public Works Department

Re: June 2026 Monthly Activities

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## June 2026 Public Works Activities

### **Maintenance:**

All vehicles and equipment were serviced as needed including oil changes, fluids, & filters.

Maintenance completed on lawn mowers, weed eaters, & blowers.

### **Ditches:**

Cut & clean all ditches as needed.

### **Roads:**

All storm drains and road work have been cleaned and maintained as needed.

### **Waste Collection:**

Garbage runs completed.

City's parks cleaned of debris/trash removal.

### **City Building Maintenance:**

All maintenance on City buildings completed.

### **Landscaping:**

Mowed, weeded, and edged City property including rights-of-ways, storm drains, and City parks.

Cut brush & haul to spray fields for mulching.

**Personnel:**

1 full-time position in Public Works remains open.



## City of Apalachicola | Planning and Community Development *Monthly Report June 2026*

### June Planning and Zoning Board

- Answered phone calls and emails from Board members.
- Attended June P&Z Board regular meeting on June 8<sup>th</sup>, 2026.
- Prepared June P&Z Board regular meeting minutes.

### July Planning and Zoning Board

- Accepted and reviewed four applications (*as of June 16<sup>th</sup>, submission deadline June 26<sup>th</sup> at 5:30 p.m.*):
  - 226 Center Street.
  - 228 17<sup>th</sup> Street.
  - 224 17<sup>th</sup> Street.
  - 27 Myrtle Avenue.
- Prepared July P&Z Board regular meeting draft agenda, agenda summary, and staff reports.
- Prepared LDC Chapter 115 overview agenda item.

### Miscellaneous

- Answered questions from the public and City Staff:
  - Certificates of appropriateness (*e.g., when is one required?*).
  - Minimum building size for single-family residential.
  - Utility service application and the need for a development order.
  - Foundation repairs and the need for a development order.
  - Next steps following P&Z approval.
  - Process for placement on City Commission agenda.

**Apalachicola Margaret Key Public Library**  
**May 2026**



Library hours are 10am to 6pm Monday – Friday, and Sundays from 12pm to 4pm.  
We are YOUR City of Apalachicola Library. Come sign up for your FREE Apalachicola library card.  
Any library offering is FREE to the public.

Our 'Friends of the Library group' is the Patrons of the Apalachicola Library Society (PALS).

They are a 501c3 nonprofit and membership forms to join are in the library.

Follow us on Facebook or Instagram @Apalachicolapubliclibrary for the latest!

**May 2026 Statistics:**

–2,208 patrons visited our library this month! –23 new accounts opened  
–278 patrons used our computers –465 books/movies/audiobooks circulated –511  
items donated to the library –\$537.95 collected as library revenue – 64 hours donated by our  
wonderful volunteers – 48,453 people reached on social media

It's the end of the school year and we send big congratulations to all the graduates!  
Our library has been busy through May with many activities. We hosted a homeschool curriculum swap with Bring Me A Book Forgotten Coast offering free books to homeschooled students in Franklin County. We also held a special showcase of the memoir writing group with writers publicly reading their favorite works produced during the class. While the memoir writing class is on hold for the Summer; look for it to return this Fall. Meanwhile, we are now offering Crochet classes this month, through July. Come learn how to crochet or just gather with others and work on your own projects. Our craft times this month had kids create art for their teachers, and their own school-themed keepsakes. Finally, rockstar PALS members, Richard Lenhart and Curt Anderson helped kids build their own flashlights, just in time for summer. As we enter the hotter months, remember that all are welcome to drop in and cool down.

Remember, this is YOUR library. We warmly welcome any seasonal and out-of-town visitors. Come grab a calendar, a free cup of coffee or tea, a few books, and enjoy fellowship with other library patrons. Your City of Apalachicola Library helps with reading, writing, and learning, and offers a suite of print/copy/scan/fax/and notary services. We loan FREE books, movies, puzzles, board games, and items from our Library of Things, and offer FREE audio books, e-books, and digital magazines through the Libby app. We also have a Book sale space on-site with FREE magazines. All donations go to our Friends of the Library group, PALS. Free Legal Help through Legal Services of Northwest Florida is available on the first Thursday of each month; appointments are suggested. We also offer Yoga weekly (in a by-donation class) on Mondays @ 6:15pm, Bring Me A Book Forgotten Coast hosts 'Books for Babies' weekly on Tuesday mornings @ 10:30am, and Mahjong meets Mondays and Wednesdays mornings @ 10:15. Our once-a-month Book Club meets each 3rd Wednesday @ 6pm; and Homework Help ie. FREE tutoring, is by appointment. (We also now have \*16\* volunteer tutors helping local students!) Please let us know any other ways we can serve you. Call: 850-653-8436 or email us: [apalachicolalibrary@gmail.com](mailto:apalachicolalibrary@gmail.com).

**In Gratitude,**  
**Isel Sánchez-Whiteley & Adreenah Wynn, Library Assistants**  
**Lucy Carter, MLIS Library Director**

**Apalachicola Margaret Key Public Library**  
**May 2026**



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In Gratitude,  
Isel Sánchez-Whiteley & Adreenah Wynn, Library Assistants  
Lucy Carter, MLIS Library Director



June 19, 2026  
Leslie Glaze  
City of Apalachicola  
1 Bay Avenue  
Apalachicola, FL 32320

*Sent via Email: lglaze@cityofapalachicola.com*

**RE: Apalachicola Drainage Improvements 2026  
Proposal for Civil Engineering Services**

Dear Ms. Glaze:

**URBAN CATALYST CONSULTANTS, INC. (UC<sup>2</sup>)** (hereinafter referred to as "CONSULTANT") is pleased to submit this proposal for engineering services to the **CITY OF APALACHICOLA** (hereinafter referred to as "CLIENT") for the proposed drainage improvements.

It is our understanding that the CLIENT is proposing drainage improvements to the City of Apalachicola's stormwater conveyance system. The two areas of concern are Avenue B between 11<sup>th</sup> and 12<sup>th</sup> street, and 5<sup>th</sup> street between Avenue C and Avenue D. The stormwater conveyance was installed many years ago and is creating visible surface failures. These failures have been experienced in the past with only minor repairs. If the system is not reconstructed it could cause major infrastructure issues. Which could include loss of roadway, damage to other utilities, and potential hazard to the public.

Below are the tasks related to the professional services provided by CONSULTANT:

### **SCOPE OF SERVICES**

#### **Task 01 – Topographic Survey**

The CONSULTANT will contract and manage Thurman Roddenberry & Associates to provide a topographic survey for this project. The survey will include all visible and marked improvements within the limits of the survey and provide a topographic survey for use in design.

#### **Task 02- Meetings**

During this task the CONSULTANT will coordinate meetings with the CLIENT and approved stakeholders to discuss drainage improvements.

#### **Task 03 – Construction Plans**

The CONSULTANT will prepare construction plans. These documents will include final design plans and details for construction. The final design plans will include the following:

1. Cover
2. Existing Conditions
3. General Notes
4. Sediment and Erosion Control Plans
5. Drainage Plan
6. Grading Plan
7. Details

#### **Task 04 – Construction Administration**

The CONSULTANT will provide Construction Administration services during construction. This task will include:

1. Attend a pre-construction conference and preparation of meeting minutes;
2. Address RFIs prepared by the utility contractor;
3. Review shop drawings;
4. Perform monthly construction visits or as required, up to four visits;
5. Review and approval of monthly payment requests from contractor;
6. Perform project close-out tasks; and
7. Submittal of a letter of completion to FDEP and certify project complete to the CLIENT.

#### **ADDITIONAL SERVICES**

The CONSULTANT will provide, as requested, additional services that require analyses beyond those described in the above task. These additional services may include, but are not limited to:

- A. Site Lighting
- B. Off-site Design Improvements
- C. Traffic Impact Studies
- D. Retaining Wall Design
- E. Additional Site Design Services other than what is listed above

Additional services, if requested, will be invoiced on a Time and Materials basis or on the basis of a mutually agreed upon Lump Sum fee.

#### **INFORMATION AND / OR SERVICES PROVIDED BY THE CLIENT**



The following information and/or services shall be provided to the CONSULTANT by the CLIENT or his representative:

- A. Payment of any and all impact, review and permitting fees.
- B. Provide the CONSULTANT with boundary and topographic survey prepared by a Registered Florida Land Surveyor in AutoCAD format.
- C. Provide CONSULTANT with any information, agreements, and/or restrictions that may be in effect on the property and impact the design guidelines or criteria for the project.
- D. Provide AutoCAD digital files of the buildings for inclusion into the site plan.
- E. The CLIENT shall provide CONSULTANT with access to the site for activities necessary for the performance of the services.

**FEES AND BILLING**

This proposal, as well as the attached General Contract Provisions, represents the entire understanding between the CLIENT and the CONSULTANT concerning the PROJECT. Billing will be invoiced monthly based on percentage complete for Lump Sum tasks and for services actually provided for Time and Material (hourly) tasks. Our fees do not include direct expenses, application, review, impact or other fees. Invoices are payable upon receipt. All remittance should be sent to Urban Catalyst Consultants, 2851 Remington Green Circle, Ste. D, Tallahassee, FL, 32308

TASK	FEE TYPE	FEE
Task 01 – Topographic Survey	LS	\$5,865.00
Task 02 – Meetings	LS	\$2,500.00
Task 03 – Construction Plans	LS	\$6,500.00
Task 04 – Construction Administration	LS	\$2,500.00
<b>Total:</b>		<b>\$17,365.00</b>

LS: Lump Sum      T&E: Time & Materials      NTE: Time & Materials - Not-To-Exceed

Cancellation of any task by CLIENT prior to completion shall be subject to payment for time and expenses incurred up to point of cancellation. It is understood and agreed that the fees applicable for the performance hereunder shall remain in full force and effect up to and including December 31, 2026. Additional services requested after that date, the CONSULTANT shall have the right,



but not the obligation, to increase any and all fees and expenses contained herein to such levels as may be currently established for similar performances at that point in time.

**SUMMARY AND AUTHORIZATION**

The CONSULTANT strives to provide superior, personalized, professional service to our clients. We appreciate this opportunity to present our proposal to the CLIENT. If CLIENT concurs with the scope of services and fees, please execute this proposal and return one copy.

Agreed To and Accepted By:

URBAN CATALYST CONSULTANTS, INC.

("CLIENT")

("CONSULTANT")

By (Signature): Leslie Glaze

By (Signature): Sean K. Marston

Printed Name: Leslie Glaze

Printed Name: Sean K. Marston, P.E.

Title: Contract Administrator

Title: President

Date: 6/19/26

Date: 6/19/2026

C.V. Anderson  
C.V. Anderson  
CITY MANAGER



**Urban Catalyst Consultants, Inc.  
General Contract Provisions**

**Article 1**

**Scope of Services**

- 1.1 The CONSULTANT shall perform for the CLIENT only those professional engineering and/or surveying and mapping services specifically described under this Agreement.

However, if requested by the CLIENT and agreed to by the CONSULTANT, the CONSULTANT shall perform or obtain from others additional services ("Additional Services") and will be compensated for these additional services as set forth below. Additionally, the CONSULTANT is authorized to render or furnish, without waiting for specific authorization from the CLIENT, those additional services which, in the CONSULTANT's opinion are clearly in the CLIENT's interest and advance authorization cannot be obtained. In the event of the performance of such Additional Services, the CONSULTANT will notify the CLIENT as soon as practical of the necessity and scope of the services.

**Article 2**

**CLIENT's Responsibilities**

- 2.1 The CLIENT shall provide all necessary information regarding requirements for the PROJECT. The CLIENT shall furnish such information as expeditiously as necessary for the orderly progress of the work and the CONSULTANT shall be entitled to rely on the accuracy and completeness thereof.
- 2.2 The CLIENT shall designate a representative authorized to act on the CLIENT's behalf with respect to the PROJECT. The CLIENT or such authorized representative shall have complete authority to issue instructions, receive information, interpret, and define the CLIENT's policies.

**Article 3**

**Use of CONSULTANT's Documents**

- 3.1 All documentation, including but not limited to drawings, specifications and data or programs stored electronically, prepared, provided or furnished by the CONSULTANT pursuant to this Agreement are instruments of service in respect of the PROJECT, and the CONSULTANT shall be deemed the author of these documents whether or not the PROJECT is completed. The CLIENT may reproduce and retain copies for information, reference, and use in connection with the PROJECT. Any reuse without prior written permission or modification by the CONSULTANT for the specific purpose intended will be at the CLIENT's sole risk and without liability or legal exposure to the CONSULTANT, and the CLIENT shall indemnify and hold the CONSULTANT harmless from any and all claims, damages, losses and expenses, etc. including but not limited to attorney's fees arising out of or resulting therefrom.

**Article 4**

**Times for Rendering Services**

- 4.1 The CONSULTANT will commence work after receiving a fully executed copy of this Agreement and shall complete the services within a reasonable length of time. The CONSULTANT's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress through the completion of the CONSULTANT's services.
- 4.2 If the CONSULTANT's services are delayed or suspended in whole or in part through no fault of the CONSULTANT, the times of performance shall be extended to the extent of such delay or suspension. Such delay or suspension shall not terminate this Agreement unless the CONSULTANT elects to terminate by written notice in accordance with the provisions contained in this Agreement. If such delay or suspension extends for more than six (6) months



for reasons beyond the CONSULTANT's control, the various rates of compensation provided for herein shall be subject to renegotiation.

#### **Article 5**

##### **Payment for Services**

- 5.1 The CLIENT shall compensate the CONSULTANT for professional engineering and/or surveying and mapping services as follows:
- 5.1.1 Tasks for which lump sum amounts have been established will be billed monthly based on the percentage complete.
- 5.1.2 Tasks which will be charged on an hourly basis will be billed according to the hourly rates in effect at the time the services are performed.
- 5.1.3 If the CONSULTANT performs Additional Services, the CLIENT shall pay the CONSULTANT for the performance of those Additional Services an amount based upon the CONSULTANT's hourly rates in effect at the time the Additional Services were rendered for the actual time spent by the CONSULTANT plus an amount to cover Reimbursable Expenses.
- 5.2 Invoices will be submitted by the CONSULTANT to the CLIENT monthly for services performed and expenses incurred pursuant to this Agreement during the prior month. Payments are due within thirty (30) days of the CONSULTANT's invoice.
- 5.3 If the CLIENT fails to make any payment due the CONSULTANT for services and expenses within sixty (60) days after receipt of the CONSULTANT's invoice, the amounts due the CONSULTANT will be increased at the rate of 18% per month (or the maximum rate of interest permitted by law, if less) from said sixtieth (60<sup>th</sup>) day; and, in addition, the CONSULTANT may, after giving seven (7) days' written notice to the CLIENT, suspend services under this agreement until the CONSULTANT has been paid in full all amounts due for services, expenses and charges.
- 5.4 In the event any invoice or portion thereof remains unpaid for more than sixty (60) days following the invoice date, the CONSULTANT may initiate collection proceedings to collect the same and recover, in addition to all amounts due and payable including accrued interest, its reasonable collection fees, attorney's fees, including pre-jury attorney's fees, and other expenses related to the proceeding.

#### **Article 6**

##### **Opinions of Cost**

- 6.1 The CONSULTANT's opinions of probable cost provided for herein are to be made on the basis of the CONSULTANT's experience and qualifications and represents the CONSULTANT's best judgment as an experienced and qualified professional engineer. However, since the CONSULTANT has no control over the cost of labor, materials, equipment, and services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, the CONSULTANT cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of cost prepared by the CONSULTANT. If the CLIENT wishes greater assurance as to probable cost, the CLIENT shall employ an independent cost estimator to make such determination.

#### **Article 7**

##### **Termination**

- 7.1 This Agreement may be terminated by either party upon seven (7) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. The CONSULTANT may terminate this Agreement for convenience. In the event of any termination, the CONSULTANT will be paid for all services to the date of termination, all expenses subject to reimbursement hereunder, and any other reasonable expenses incurred by the CONSULTANT as a result of such termination. In the event the CONSULTANT's compensation under this Agreement is a lump sum fee, upon such termination the amount payable to the CONSULTANT for services rendered will be a proportionate amount of the lump sum of the amount of work done as reasonably determined by the CONSULTANT, to the total amount of work which was to have been performed, less prior partial payments, if any, which would have been made.



**Article 8**  
**Insurance**

8.1 The CONSULTANT shall provide and maintain during the term of this Agreement Workers' Compensation Insurance in the amount required by law, Errors and Omissions Liability Insurance in an amount not less than \$1,000,000.00 and Comprehensive General Liability Insurance in an amount not less than \$1,000,000.00 per occurrence. If requested, the CONSULTANT shall provide the CLIENT with certificates evidencing such insurance. If the CLIENT specifically directs the CONSULTANT to obtain increased insurance coverage, or if the nature of the CONSULTANT's activities requires additional Worker's Compensation or similar insurance coverage, the CONSULTANT will take out such additional insurance, if obtainable, at the CLIENT's expense.

**Article 9**  
**Controlling Law**

9.1 This Agreement is to be governed by the law of the principal place of business of the CONSULTANT. The parties consent to the proper venue for any litigation involving this contract is Leon County, Florida.

**Article 10**  
**Successors and Assigns**

10.1 The CLIENT and CONSULTANT, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement.

**Article 11**  
**Severability**

11.1 Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon CLIENT and CONSULTANT.

**Article 12**  
**Direct Expenses**

12.1 Direct Expenses are all costs, including but not limited to those incurred by the CONSULTANT for duplicating, facsimile, mileage, long distance telephone, postage, courier, in-house, and outside blueprinting.

**Article 13**  
**Integrated Agreement**

13.1 The CLIENT and the CONSULTANT acknowledge that the written terms of this contract constitute the entire agreement between the parties. All prior or contemporaneous negotiations, discussions, or agreements merged into this written agreement.

**Article 14**  
**Concurrency**

14.1 The design and permitting effort neither implies nor guarantees that concurrency will be met at the time of construction of the first phase or subsequent phases, nor is it the responsibility of the CONSULTANT to continuously monitor levels of service or infrastructure capabilities.

