

**PUBLIC HEARING & REGULAR MEETING
APALACHICOLA CITY COMMISSION
TUESDAY, OCTOBER 6, 2026 – 6:00PM
74 6th STREET APALACHICOLA, FLORIDA 32320**

AGENDA

You are welcome to comment on any matter under consideration by the Apalachicola City Commission when recognized to do so by the Mayor. Once recognized please rise to the podium, state your name for the record and adhere to the five minutes 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. Public Hearing – Ordinance No. 2026-03 – Planning & Zoning Board Organization**
- IV. Public Comment**
- V. New Business**
 - 1. City Manager Contract Review & Discussion**
 - 2. 1st Reading Ordinance 2026-05 – FY 25/26 Budget Amendment**
- VI. Old Business**
 - 1. 2nd Reading & Adoption – Ordinance No. 2026-03 – Planning & Zoning Board Organization**
 - 2. Planning & Zoning Board Appointments – 1 Full-Time Member & 1 Alternate Member**
 - 3. Apalachicola Water & Sewer District – Interlocal Agreement Update & Discussion**
- VII. Mayor & Commissioner Comments**
- VIII. City Manager Report**
- IX. City Attorney Report**
- X. Consent Agenda**
 - 1. 8/25/26 Commission WS Minutes**
 - 2. 9/8/26 Commission RM Minutes**
 - 3. 9/15/26 Commission PH & SM Minutes**
 - 4. 9/22/26 Commission WS Minutes**
 - 5. 9/14/26 Planning & Zoning WS Minutes**
 - 6. 9/14/26 Planning & Zoning RM Minutes**
 - 7. Florida Seafood Festival Parade**

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: OCTOBER 6, 2026**

SUBJECT: City Manager Contract Review & Discussion

AGENDA INFORMATION:

Agenda Location: New Business
Item Number: 1
Department: Governing Body
Contact: Dan Hartman
Presenter: Dan Hartman

BRIEF SUMMARY:

Attached please find the Manager review summary of comments, along with backup materials used to compile the summary.

In addition, the annual review of the Manager's Contract is in order. Mr. Anderson has requested that the Commission consider a 7% pay raise and 40-hours/year of admin time. This proposal is intended to be a balanced approach in consideration of the City's financial condition.

It should be noted that Mr. Anderson does not receive a housing allowance, is not requesting an increased vehicle allowance and is not on the City's medical insurance plan which alone results in a savings of approximately \$16,000.00/year.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

Consider the request for a pay increase and admin time and take action.

FUNDING SOURCE: N/A

ATTACHMENTS:

Manager Review Summary

STAFF'S COMMENTS AND RECOMMENDATIONS:

MEMORANDUM

TO: File – Apalachicola City Manager Performance Review (2026)
FROM: City Attorney
DATE: September 24, 2026
RE: Summary of City Commission Evaluations of City Manager Charles Anderson

I. Overview

Four members of the Apalachicola City Commission submitted performance reviews of City Manager Charles Anderson for the review period September 2025 through August 2026. Two of the reviewers used a numeric rating scale and two provided narrative responses. All four evaluations are positive overall, and no evaluator rated any category below “satisfactory” or “average.”

II. Commission Relations & Communication

Commission Relations received rating of 3.5/5 and 4/5, crediting Anderson with consistent communication “whether by in-person meeting, email, telephone call, or within the city manager report.” Similarly Anderson's was praised for “effective communication with the City Commission,” noting it has improved relationships with state and federal agencies. Anderson's weekly reports to the Commission were welcomed. A recommendation that similar information should be supplied to residents through monthly written reports and improved use of the City's Zoom broadcast capability. A more proactive communications plan for the upcoming coming utility takeover was suggested.

III. Professional Skills, Leadership & Individual Characteristics

Professional Skills and Expertise along with Leadership and Decision-Making and Individual Characteristics received ratings of 4.5/5 to 5/5. Anderson's professionalism was praised as setting “a higher standard for the conduct and professionalism in the City Manager role” and his initiative in “[t]aking proactive steps to prevent reactive measures” was noted. It was noted that Anderson “hit the ground running,” addressing urgent inherited issues (particularly the City's water situation) and ongoing projects that had begun before his tenure; it was recommended that the City ensure Anderson has access to ongoing professional development.

IV. Citizen, Public & Community Relations

The consistent rating for this category was 5/5. Anderson's “open-door policy with staff and the public” for improving morale and restoring public trust. Anderson was commended for making himself available at community events outside official city business hours, and recommended the Commission establish regularly scheduled town-hall-style dialogue with residents moving forward.

V. Policy Execution

Anderson was rated at 4/5 for this category. Anderson is credited with revising HR policy in the absence of a dedicated HR director, while flagging ongoing concerns with utility billing and parking policy and recommending the City develop a system to prioritize and strategize new policy initiatives — particularly given the added complexity anticipated from the pending utility transfer and creation of the District.

VI. Intergovernmental Relations

Anderson was rated at 5/5 for this category. His communication has strengthened relationships with state and federal agencies. He is specifically credited with re-establishing the City's presence in Tallahassee, while recommending the Commission evaluate the effectiveness of the City's outside

advocates and involve the mayor-elect and other commissioners more directly in that advocacy work.

VII. Staffing, Personnel & Organizational Development

Personnel & Internal Management was rated from 3/5 to 5/5, noting that Anderson met early with employees and department heads and organized a well-received employee appreciation cookout. Staffing remains a “work in process” given the difficulty of retaining staff in a rural area. His effort to shift staff from self-defined duties toward accountability-based performance, was noted as leading some employees to leave. It was recommended the City implement formal employee performance reviews with position-specific goals in the coming year.

VIII. Fiscal & Budgetary Management

Fiscal & Budgetary Management ratings were 4/5, and cited Anderson's oversight of budget preparation and the Commission's regular updates on shortfalls and grant funding amid recent state funding losses. Other reviewers did not provide input on this item as Anderson has not yet participated in the budget process.

IX. Infrastructure, Long-Term Planning & Crisis Management

Infrastructure & Long-Term Planning ratings was 5/5, citing Anderson's handling of the water treatment plant and wastewater issues and his work on a City asset inventory. His rating for Crisis Management & Disaster Preparedness was 4/5, noting that while the City has not faced a major storm during his tenure, Anderson successfully managed water-quality and boat-basin emergencies and assisted in identification of needed upgrades to emergency and fire-suppression equipment near the marinas, flood deterrence near historic structures, and stormwater drainage maintenance.

X. Retirement / Compensation Issue

Three of the four evaluators addressed a dispute over Anderson's Florida Retirement System (FRS) contributions. The Commission has already resolved this issue by voting unanimously to resolve this shortfall through a lump-sum payment into a newly established 457(b) account for Anderson.

XI. Overall Assessment

Overall Anderson “has made significant progress in the role and continues to demonstrate effective leadership and sound management practices,” citing digitization of burial-plot records and the updated employee handbook as examples. Other reviewers are similarly positive and state that they are unaware of any areas requiring significant improvement. His strong working relationship with Commissioners was also commended.

Commission Relations & Communication		
Rater 1	Mr. Anderson has provided weekly communication to the Commission, and that has been a welcome addition to the routine. I would hope that the weekly messages can also become part of the external communication that is available to the residents to read. Fixing some of the problems associated with the transmission of Commission meetings was important to the residents, although I don't know if we have taken full advantage of the Zoom capabilities as of yet. External communications are still a bit lacking, and I think we should work on a plan that provides clear direction to the staff and Commission about how we use multiple media to let people know about what is going on. I felt the communication we attempted around HB 4103 was too spaced out, not consistent and we waited too long to resolve the debates among ourselves to provide a clear, timely message. Moving forward, we will have to double down on keeping the residents informed of how the utility takeover is unfolding, because even if we are not the decision makers, the residents will flock to us with their questions and it would be great to anticipate what the needs will be rather than be in front of the rolling rock. The next 12 months will be crucial for building trust and listening to needs.	4.00/5.00
Rater 2	Maintains a constructive, objective, and professional working relationship with all commissioners. Keeps Mayor and Commissioners fully informed on critical community matters, localized infrastructure emergencies, and state compliance in a timely manner. Implements Commission policy decisions thoroughly, regardless of personal viewpoints or narrow margins of approval. <i>I have rated Mr. Anderson with a 3.5 within this section. Since employment, Mr. Anderson has consistently ensured communication whether by in-person meetings, email, telephone call, or within the city manager report.</i>	3.50/5.00
Rater 3	Carries out directives of the Commission as a whole rather than those of any one Commission member. In responding to the requests for information, provides complete, accurate, and timely information equally to all Commission members. Assists the Commission by resolving problems at the administrative level to avoid unnecessary Commission action. Assists the Commission in establishing policy while acknowledging the ultimate authority of the Commission. Is willing to try new ideas proposed by Commission members.	4.00/5.00
Rater 4	Your effective communication with the City Commission has also lent to better working relationships with state and federal agencies	No numeric score

Professional Skills, Leadership & Individual Characteristics		
Rater 1	Reading the list of accomplishments in this section demonstrates that Mr. Anderson certainly hit the ground running with this position. Many of the items on the list were part of the "burning platform" - situations that needed to be dealt with immediately and with confidence, which I feel happened. The big push was to move the city from a vulnerable spot with the water situation, which was tense and dependent on several factors. Another line of work within this section was taking over projects that Chuck hadn't initiated, but came in on during execution. Many of those projects are moving along. What is missing on this list is the opportunities for individual professional development for Mr. Anderson. Are we making sure that he is available and we can afford to provide him time and access to others in the role he is in to share, network, and develop skills through modern and cutting edge tools that can continue to make his job run more smoothly, and can be adopted by staff and the commission to bring our competence as a body up a few notches to remain competitive and forward looking? How do we make sure we feed his curiosity and desire to move the city forward?	5.00/5.00
Rater 2		
Rater 3	Is knowledgeable of current developments affecting the management field and affecting local governments. Regularly provide accurate, comprehensive reports concerning matters of importance to the City. Anticipates problems and develops effective approaches for solving them. Sets a professional example by handling the affairs of the City in a fair and impartial manner. Leads the City by example in adhering to its established policies, rules, and procedures, and ensures that subordinates do the same. Acknowledges the efforts of others and gives appropriate credit for their accomplishments. Is effective at building consensus among stakeholders on new or unpopular policies or initiatives. Makes logical decisions based on a thorough review of available information and soliciting input from appropriate sources.	4.50/5.00 and 5.00/5.00
Rater 4	You have set a higher standard for the conduct and professionalism in the City Manager role.	No numeric score

	Citizen, Public and Community Relations	
Rater 1	In addition to the activities listed in Mr. Anderson's self-assessment that were well aligned with the traditional activities supported by a City Manager in Apalachicola, Mr. Anderson also made himself available, on his own time, to be seen in the community and various establishments or events that were not directly related to city business. In these environments, Chuck made himself available and open to listening to concerns or praise. In the upcoming year, I would like to see Mr. Anderson set up some opportunities for regularly scheduled opportunities for himself and members of the commission to have active dialogue with residents, such as town hall meetings.	5.00/5.00
Rater 2	Responds effectively, courteously, and transparently to citizen complaints, requests for service, and media inquiries. Maintains cooperative relationships with local civic groups, commercial entities, and historical preservation advocates. Represents the city professionally at public forums, regional planning councils, and intergovernmental workshops. <i>Mr. Anderson has ensured improved public communication and transparency by ensuring online access to commission meetings and through social media such as Facebook and by improvement to the city's presence online by improving access to information through the city website.</i>	3.00/5.00
Rater 3	Effectively conveys to the public that the City Delivers services in a cost-effective manner without sacrificing quality and customer focus. Is willing to meet with members of the community and is responsive to their concerns. Demonstrates a dedication to service to the community and its citizens. Expresses information orally in a clear and concise manner when making public presentations.	5.00/5.00
	Public Relations and Morale	
Rater 4	Facilitating an open-door policy with staff and the public has greatly improved morale within the community. Staff has more access to resources to perform at their highest level, and public trust is slowly being restored.	No numeric score

	Policy Execution	
Rater 1	Still very new to the City, Mr. Anderson took on many issues that have been top of mind for many residents, including the revision of the HR policies - with no full time HR Director for the city, this fell to the City Manager. I feel that we have had an on-going issue with other policies (which may fall under another category in this review) around utility billing, parking, and other issues. These issues should be placed on the table for review in the upcoming year, which will be fraught with complex policy actions due to the establishment of a Special Independent District. This is not a criticism of the volume of work completed, but a realization that we don't have a system in place to prioritize and strategize about how to put into place new, modern policies and execute them consistently.	5.00/5.00
Rater 2	No specific response	
Rater 3	Clearly identifies and communicates expectations to the City regarding the implementation of policies enacted by the Commission. Implements Commission actions in accordance with the intent of the Commission. Supports the actions of the Commission after a decision has been reached both inside and outside the City. Helps internal and external stakeholders to achieve common objectives within the parameters of established Commission policies.	5.00/5.00
Rater 4	No specific response	No numeric score

	Intergovernmental Relations	
Rater 1	Partnering with the BOCC and other surrounding counties as well as non-profit organizations that benefit the City has been a priority. In addition, Mr. Anderson has played an important role in re-establishing a presence in Tallahassee for the elected officials in Apalachicola to allow our local voices to be heard and recognized as decisions affecting our municipality are decided without our input. I would believe that this could be a stronger role in the future and feel that the use of advocates for the city has not been evaluated for effectiveness. In addition, there may need to be a plan to share more of this work in Tallahassee with the mayor-elect and other commissioners to bring them into the process with clear messaging and consistent language as we move our advocacy and education about our City to those who hold legislative power.	5.00/5.00
Rater 2	No specific response	
Rater 3	Clearly identifies and communicates expectations to the City regarding the implementation of policies enacted by the Commission. Implements Commission actions in accordance with the intent of the Commission. Supports the actions of the Commission after a decision has been reached both inside and outside the City. Helps internal and external stakeholders to achieve common objectives within the parameters of established Commission policies.	4.00/5.00
Rater 4	No specific response	No numeric score

Staffing, Personnel & Organizational Development		
Rater 1	This portion of Mr. Anderson's job has been probably the most impressive and the most time-consuming of them all. Making change with people who have long been allowed to create a job that emphasizes either the tasks they like to do or perpetuates long-held behaviors of how to complete the task has slowed both the progress and the resident trust in the abilities of the City workforce. Mr. Anderson has taken a hard line to adjust daily tasks from those that have been prioritized by individuals because they like that task into those that need to be done - regularly and with pride - with consistency and strength. Noting that requiring performance and accountability shifted the desire of some individuals to terminate their employment with the City is evidence that Chuck's efforts will open the door to a new level of accountability for City employees. Matching that push with creating workforce development opportunities, training, and visioning new methods and tools to make the work more efficient are all good signs that we may create a workforce that will understand the value of public service. Instituting a plan for employee performance reviews with clear, achievable goals per position is on tap for next year, and it is a development that will dovetail with greater production, enthusiasm and optimism for employees looking to move up, continue their employment, or just want to show pride in their work. Expanding the way and frequency of communications to the residents also falls under this category for next year, as well as determining what is needed in terms of positions, salaries, duties and shifts in responsibilities as the dust from a move to the district settles and we understand what efforts will be moved over and how to repurpose some positions that we may retain.	5.00/5.00
Rater 2	Provides clear leadership and clear direction to department heads, municipal staff and operational crew members. Fosters positive morale, ensures workforce stability, and handles personnel issues fairly and decisively. Maintains safe, clear, and legal operational procedures across all city facilities. <i>City Manager Anderson quickly began meeting with employees and department heads to identify areas of concern. Mr. Anderson organized and held an employee appreciation cookout which I believe was received well and appreciated.</i>	3.00/5.00
Rater 3	Is aware of staff weaknesses and works to improve their performance. Promotes training and development for employees at all levels of the City. Stays accurately informed and concerned about employee relations. Work in progress - rural area - hard to maintain staff. Works with the Commission, community leaders, and other stakeholders to develop a clear vision, mission, values, and objectives for the City. Effectively prioritizes goals and objectives in order to ensure that the City is doing "first things first" in support of its strategic plan. Maintains a health and productive organizational culture focused on customer service and responsible stewardship of the City's resources. Has a capacity for and encourages innovation.	4.50/5.00 and 4.00/5.00
Rater 4	Staff has more access to resources to perform at their highest level, and public trust is slowly being restored.	No numeric score

	Fiscal and Budgetary Management	
Rater 1	No specific response	No numeric score
Rater 2	Prepares a balanced municipal budget that accurately anticipates revenues and prioritizes essential city expenditures. Ensures strict adherence to the adopted budget and regularly updates the Commission on fiscal variances or funding shortfalls. Aggressively pursues, tracks, and manages state, federal and environmental grants to minimize local tax burdens. <i>As City Manager, Mr. Anderson has provided the necessary supervision and direction required to ensure that the responsible city employee completes the necessary fiscal and budgetary tasks. As a Commissioner, I have been regularly informed about budgets, expenses, shortfalls, grants and the difficulties associated with the lost of funding due to recent legislative action.</i>	4.00/5.00
Rater 3	Has not participated in budget process yet	No numeric score
Rater 4	No specific response	No numeric score

	Infrastructure, Long-term Planning and Crisis Management	
Rater 1	No specific response	No numeric score
Rater 2	No specific response	No numeric score
Rater 3	Maintains a high level of operational readiness for storm response, tropical systems, and local utility emergencies. Coordinates seamlessly with county emergency management officials and ensures quick implementation of FEMA guidelines during post-disaster recovery. Maintains effective, continuous communication with the public and city staff during emergency conditions. <i>While we have fortunately not had a large weather event, Mr. Anderson had the opportunity to deal with emergency situations due to water quality issues and a recent emergency situation at a local boat basin. All employees have performed well under his leadership and together they have identified areas that needed upgrades such as emergency equipment on our riverfront dock, fire suppression equipment near the marinas, flooding deterrent equipment near historical structures, and overall maintenance and repairs to stormwater drainage systems.</i>	4.00/5.00
Rater 4	Looking ahead and making proactive steps to prevent reactive measures is an example of how you've demonstrated your drive to seek innovation.	No numeric score

Retirement/Compensation Issues		
Rater 1	Mr. Anderson brought forward an issue regarding a misunderstanding involving his employment package, specifically the contribution by the city to FRS towards his retirement. The percent of funds contributed to the Florida Retirement System (FRS) was quoted as 31.18%, which all assumed would be going directly to Mr. Anderson's account, obviously contributing to his agreement to take the position. In reality, only 9.67% of the 31.18% is going directly to Mr. Anderson's account, the rest goes to fund the administrative costs of executing the FRS. There is a fundamental question to answer, as Mr. Anderson expected and additional \$24,950 in contributions to his retirement account based on the employment agreement he signed. He has raised this issue with the Commissioners, and provided several options to make up the difference in what was expected, and what was contributed. I think it is only fair to consider his options, knowing that he will transfer his retirement accounts to a 457b offering next year and save the city money by eliminating such high processing fees for the FRS. Of the four solutions proposed, I advocate that the city provide amounts of \$24,950 in either a lump sum or monthly payments to the newly established 457b account set up by Mr. Anderson. The employment package was misleading, and certainly the city should have disclosed this fact if it was known at the time. If it was not known until discovered by Mr. Anderson shows how little we know about where the city's funds are going for such an important factor such as pensions and retirements of city employees.	No numerical score
Rater 2	No specific response	
Rater 3	Based on his performance, I support a 5% salary increase and recommend aligning his Florida Retirement System (FRS) retirement benefits with the appropriate standard including providing back payment of the 2025-2026 retirement benefits.	No numeric score
Rater 4	I have reviewed avenues provided in your previous email regarding your retirement plan and contributions. I am amenable to the route you deem to be the most equitable in this situation. I appreciate your patience working through this issue and willingness to resolve it.	No numeric score

Annual Review – Charles Anderson, City Manager 2026

Community Relations – 5

In addition to the activities listed in Mr. Anderson's self-assessment that were well aligned with the traditional activities supported by a City Manager in Apalachicola, Mr. Anderson also made himself available, on his own time, to be seen in the community and various establishments or events that were not directly related to city business. In these environments, Chuck made himself available and open to engagement with the residents and portrayed an image of caring for the community and listening to concerns or praise. In the upcoming year, I would like to see Mr. Anderson set up some opportunities for regularly scheduled opportunities for himself and members of the commission to have active dialogue with residents, such as town hall meetings.

Policy Execution – 4

The description of the still very new to the city, Mr. Anderson took on many issues that have been top of mind for many residents, including the revision of the HR policies – with no full time HR director for the city, this fell to the City Manager. I feel that we have had an on-going issue with other policies (which may fall under another category in this review) around utility billing, parking and other issues. These issues should be placed on the table for review in the upcoming year, which will be fraught with complex policy actions due to the establishment of a Special Independent District. This is not a criticism of the volume of work completed, but a realization that we don't have a system in place to prioritize and strategize about how to put into place new, modern policies and execute them consistently.

Intergovernmental Relations – 5

Partnering with the BOCC and other surrounding counties as well as non-profit organizations that benefit the city has been a priority. In addition, Mr. Anderson has played an important role in re-establishing a presence in Tallahassee for the elected officials in Apalachicola to allow our local voices to be heard and recognized as decisions affecting our municipality are decided without our input. I would believe that this could be a stronger role in the future and feel that the use of advocates for the city has not been evaluated for effectiveness. In addition, there may need to be a plan to share more of the work in Tallahassee with the mayor-elect and other commissioners to bring them into the process with clear messaging and consistent language as we move our advocacy and education about our city to those who hold legislative power.

Organizational Development/Staffing – 5

This portion of Mr. Anderson's job has been probably the most impressive and the most time-consuming of them all. Making change with people who have long been allowed to create a job that emphasizes either the tasks they like to do or perpetuates long-held behaviors of how to complete the task has slowed both the progress and resident trust in the abilities of the city workforce. Mr. Anderson has taken a hard line to adjust daily tasks from those that have been prioritized by individuals because they like that task into those that need to be done – regularly and with pride – with consistency and strength. Noting that requiring performance and accountability shifted the desire of some individuals to terminate their employment with the city is evidence that Chuck's efforts will open the door to a new level of accountability for city employees. Matching that push with creating workforce development opportunities, training and visioning new methods and tools to make the work more efficient are all good signs that we may create a workforce that will understand the value of public service. Instituting a plan for employee performance reviews with clear, achievable goals per position is on tap for next year, and it is a development that will dovetail with greater production, enthusiasm and optimism for employees looking to move up, continue their employment, or just want to show pride in their work. Expanding the way and frequency of communications to the residents also falls under this category for next year, as well as determining what is needed in terms of positions, salaries, duties and shifts in responsibilities as the dust from a move to the district settles and we understand what efforts will be moved over and how to repurpose some positions that we may retain.

Professional Expertise/Operational Accomplishments – 5

Reading the list of accomplishments in this section demonstrates that Mr. Anderson certainly hit the ground running with this position. Many of the items on the list were part of the "burning platform" – situations that needed to be dealt with immediately and with confidence, which I feel happened. The big push was to move the city from a vulnerable spot with the water situation, which was tense and dependent on several factors. Another line of work within this section was taking over projects that Chuck hadn't initiated, but came in on during execution. Many of those projects are moving along. What is missing on this list is the opportunities for individual professional development for Mr. Anderson. Are we making sure that he is available and we can afford to provide him time and access to others in the role he is in to share, network, and develop skills through modern and cutting edge tools that can continue to make his job run more smoothly, and can be adopted by staff and the commission to bring our competence as a body up a few notches to remain

competitive and forward looking? How do we make sure we feed his curiosity and desire to move the city forward?

Communication (Internal and External) – 4

Mr. Anderson has provided weekly communication to the Commission, and that has been a welcome addition to the routine. I would hope that the weekly messages can also become part of the external communication that is available to the residents, as well as a written report for the month included in the packets posted and messaged for the monthly meetings for the residents to read. Fixing some of the problems associated with the transmission of Commission meetings was important to the residents, although I don't know if we have taken full advantage of the Zoom capabilities as of yet. External communications are still a bit lacking, and I think we should work on a plan that provides clear direction to the staff and Commission about how we use multiple media to let people know about what is going on. I felt the communication we attempted around HB 4103 was too spaced out, not consistent and we waited too long to resolve the debates among ourselves to provide a clear, timely message. Moving forward, we will have to double down on keeping the residents informed of how the utility takeover is unfolding, because even if we are not the decision makers, the residents will flock to us with their questions and it would be great to anticipate what the needs will be rather than be in front of the rolling rock. The next 12 months will be crucial for building trust and listening to needs.

Retirement issues

Mr. Anderson has brought forward an issue regarding a misunderstanding involving his employment package, specifically the contribution by the city to FRS towards his retirement. The percent of funds contributed to the Florida Retirement System (FRS) was quoted as 31.18%, which all assumed would be going directly to Mr. Anderson's account, obviously contributing to his agreement to take the position. In reality, only 9.67% of the 31.18% is going directly to Mr. Anderson's account, the rest goes to fund the administrative costs of executing the FRS. There is a fundamental question to answer, as Mr. Anderson expected an additional \$24,950 in contributions to his retirement account based on the employment agreement he signed. He has raised this issue with the Commissioners, and provided several options to make up the difference in what was expected, and what was contributed. I think it is only fair to consider his options, knowing that he will transfer his retirement accounts to a 457b offering next year and save the city money by eliminating such high processing fees for the FRS. Of the four solutions proposed, I advocate that the city provide amounts of \$24,950 in either a lump sum or monthly payments to the newly established 457b account set up by Mr. Anderson. The employment package was misleading, and certainly the city should have disclosed this fact if it was known at the

time. If it was not known until discovered by Mr. Anderson shows how little we know about where the city's funds are going for such an important factor such as pensions and retirements of city employees.

Overall impressions

Since my election in September of 2025, I have enjoyed a professional and personal relationship with Mr. Anderson. I feel he understands the role he is playing in making Apalachicola poised and positioned for the future, and he will play an important role in understanding how the residents want the future to look. The development that is happening throughout the Panhandle could very well change the way Apalachicola looks in the future, and balancing what the taxpayers want if it is different than what the powerful developers want will be a challenge we will have to plan for. I would advocate for a planning session that will provide more of a role for each commissioner to step up and share some of the burdens that may be falling on the city manager right now, and working on strategy rather than stomping on immediate fires would be a goal. Our residents are struggling with their trust in the city, their trust in the leaders in Tallahassee, and what they want for their future as residents of Apalachicola. Our jobs are to understand all those struggles and to strike a balance for the future. We can do that with Mr. Anderson in a lead position as City Manager, and with a strong commission that is willing to bear some of that burden.

Donna Knutson, Seat 3
Apalachicola City Commission
7-2-2026

CITY OF APALACHICOLA, FLORIDA

City Manager Annual Performance Evaluation Form

Review Period: September 2025 to August 2026

City Manager: Charles Anderson

Evaluator Name: Donna Duncan, Seat 4 City Commissioner

Date Submitted: August 11, 2026

INSTRUCTIONS

For each behavior standard below, I will rate the City Manager's performance using the 1–5 scale.

Rating Scale:

- **5 = Excellent** (Almost always exceeds performance standards)
- **4 = Above Average** (Generally exceeds performance standards)
- **3 = Average** (Consistently meets standard expectations)
- **2 = Below Average** (Usually does not meet performance standards)
- **1 = Poor** (Rarely meets basic performance standards)

PERFORMANCE CATEGORIES

1. City Commission Relations

- Maintains a constructive, objective, and professional working relationship with all commissioners.
- Keeps the Mayor and Commission fully informed on critical community matters, localized infrastructure emergencies, and state compliance requirements in a timely manner.
- Implements Commission policy decisions thoroughly, regardless of personal viewpoints or narrow margins of approval.
- **Rating (1-5): 3.5**
- *Comments: I have rated Mr. Anderson with a 3.5 within this section. Since employment, Mr. Anderson has consistently ensured communication whether by in-person meeting, email, telephone call, or within the city manager report.*

2. Fiscal & Budgetary Management

- Prepares a balanced municipal budget that accurately anticipates revenues and prioritizes essential city expenditures.
- Ensures strict adherence to the adopted budget and regularly updates the Commission on fiscal variances or funding shortfalls.
- Aggressively pursues, tracks, and manages state, federal, and environmental grants to minimize local tax burdens.
- **Rating (1-5): 4**
- *Comments: As City Manager, Mr. Anderson has provided the necessary supervision and direction required to ensure that the responsible city employee completes the necessary*

fiscal and budgetary tasks. As a commissioner, I have been regularly informed about budgets, expenses, shortfalls, grants and the difficulties associated with the loss of funding due to recent legislative action.

3. Community Relations & Public Responsiveness

- Responds effectively, courteously, and transparently to citizen complaints, requests for service, and media inquiries.
- Maintains cooperative relationships with local civic groups, commercial entities, and historical preservation advocates.
- Represents the city professionally at public forums, regional planning councils, and intergovernmental workshops.
- **Rating (1-5): 3**
- *Comments: Mr. Anderson has ensured improved public communication and transparency by ensuring online access to commission meetings and through social media such as facebook and by improvements to the city's presence online by improving access to information through the city website.*

4. Infrastructure & Long-Term Planning

- Effectively manages municipal assets, including the city's water quality systems, local roadways, and building code enforcement.
- Monitors and updates the city's Comprehensive Plan and local code adaptations in strict compliance with the Florida Department of Commerce.
- Directs proactive strategies for capital improvements, environmental resiliency, and coastal zone management.
- **Rating (1-5): 5**
- *Comments: City Manager Anderson has proactively and professionally addressed the challenges facing the city in regard to the water treatment plant, wastewater, and is currently working on an inventory to identify and categorize city assets.*

5. Personnel & Internal Management

- Provides clear leadership and clear direction to department heads, municipal staff, and operational crew members.
- Fosters positive morale, ensures workforce stability, and handles personnel issues fairly and decisively.
- Maintains safe, clear, and legal operational procedures across all city facilities.
- **Rating (1-5): 3**
- *Comments: City Manager Anderson quickly began meeting with employees and department heads to identify areas of concern. Mr. Anderson organized and held an employee appreciation cookout which I believe was received well and appreciated.*

6. Crisis Management & Disaster Preparedness

- Maintains a high level of operational readiness for storm response, tropical systems, and local utility emergencies.
- Coordinates seamlessly with county emergency management officials and ensures quick implementation of FEMA guidelines during post-disaster recovery.
- Maintains effective, continuous communication with the public and city staff during emergency conditions.
- **Rating (1-5): 4**
- *Comments: While we have fortunately not had a large weather event, Mr. Anderson has had the opportunity to deal with emergency situations due to water quality issues and a*

recent emergency situation at a local boat basin. All employees have performed well under his leadership and together they have identified areas that needed upgrades such as emergency equipment on our riverfront dock, fire suppression equipment near the marinas, flooding deterrent equipment near historical structures, and overall maintenance and repairs to stormwater drainage systems.

SIGNATURES & SUBMISSION

All submitted individual evaluations will be compiled into a unified performance summary to be formally reviewed and discussed during an open, public workshop of the City Commission.

Evaluator Signature:  **Date:** 8-11-2026

City of Apalachicola, FLORIDA

City Manager Performance Evaluation

City Manager's Name:

Charles Anderson

Commissioner/Mayor Name:

Brenda Ash

Evaluation Period:

2025

to

2026

Evaluation Date:

7/2/26

Evaluation Instructions:

This form shall be completed by each member of the Commission to evaluate the City Manager's performance in each of the areas noted below. Each member of the Commission shall sign at the end of the form and forward it to the Manager. Performance levels can be noted based on the following scale:

- 5 – EXCELLENT:** The incumbent consistently demonstrates performance at a very high standard that significantly surpasses reasonable expectations.
- 4 – SUPERIOR:** The incumbent consistently demonstrates performance that generally exceeds reasonable expectations. The individual demonstrates no appreciable performance deficiencies.
- 3 – SATISFACTORY:** The incumbent consistently meets reasonable performance expectations. The individual demonstrates an acceptable degree of competence and performance.
- 2 – FAIR:** The incumbent achieves the minimum of performance expectations. The individual requires development in specific areas in order to meet reasonable expectations of performance.
- 1 – UNSATISFACTORY:** The incumbent frequently fails to meet minimum performance expectations.

Timeline:

- First:**
 - Evaluation forms are distributed to Commission Members
- Second:**
 - Deadline for completion of the performance evaluation is 15 days from receipt.
 - Commissioners are encouraged to set a date and time to meet with the manager to individually discuss their evaluation
- Third:**
 - Any action items resulting from the evaluation and meetings with the Manager can be taken up at the next regularly scheduled Commission meeting.

City of Apalachicola, FLORIDA

City Manager Performance Evaluation

Performance Dimensions:

1. Professional Skills and Expertise	Overall Rating: <u>4.6</u> of 5
✓ a. Is knowledgeable of current developments affecting the management field and affecting local governments. ✓ b. Regularly provides accurate, comprehensive reports concerning matters of importance to the City. ✓ c. Anticipates problems and develops effective approaches for solving them. d. Offers workable alternatives when changes in the law render the administration of an ordinance or policy impractical. ✓ e. Sets a professional example by handling the affairs of the City in a fair and impartial manner.	
Comments:	

2. Commission Relations	Overall Rating: <u>4</u> of 5
✓ a. Carries out directives of the Commission as a whole rather than those of any one Commission member. ✓ b. In responding the requests for information, provides complete, accurate, and timely information equally to all Commission members. c. Assists the Commission by resolving problems at the administrative level to avoid unnecessary Commission action. ✓ d. Assists the Commission in establishing policy while acknowledging the ultimate authority of the Commission. ✓ e. Is willing to try new ideas proposed by Commission members.	
Comments:	

City of Apalachicola, FLORIDA

City Manager Performance Evaluation

3. Citizen and Public Relations	Overall Rating: <u>5</u> of 5
/ a. Effectively conveys to the public that the City delivers services in a cost-effective manner without sacrificing quality and customer focus. ✓ b. Is willing to meet with members of the community and is responsive to their concerns. / c. Demonstrates a dedication to service to the community and its citizens. ✓ d. Expresses information orally in a clear and concise manner when making public presentations. e. Is skillful with the news media, proactively providing information that is important to the public.	
Comments:	

4. Policy Execution	Overall Rating: <u>4</u> of 5
a. Understands, supports, and enforces the City's ordinances, policies, and procedures. / b. Clearly identifies and communicates expectations to the City regarding the implementation of policies enacted by the Commission. / c. Implements Commission actions in accordance with the intent of the Commission. / d. Supports the actions of the Commission after a decision has been reached, both inside and outside the City. / e. Helps internal and external stakeholders to achieve common objectives within the parameters of established Commission policies.	
Comments:	

City of Apalachicola, FLORIDA

City Manager Performance Evaluation

5. Intergovernmental Relations	Overall Rating: <u>5</u> of 5
/ a. Promotes a positive working relationship with other governmental entities. / b. Engages with other local, regional, state, and federal agencies to accomplish local initiatives. / c. Positively and effectively represents the City and its interests when working with other governmental agencies. / d. Maintains awareness of laws and other issues affecting other governmental agencies which may affect the City. / e. Is willing to share resources or information with other governmental agencies as appropriate.	
Comments:	

6. Staffing and Management	Overall Rating: <u>4.5</u> of 5
a. Recruits and retains competent personnel for City positions. / b. Is aware of staff weaknesses and works to improve their performance. / c. Promotes training and development opportunities for employees at all levels of the City. / d. Stays accurately informed and concerned about employee relations. e. Is able to discern when it is necessary to assume charge of situations that would normally be handled by a subordinate and when it is necessary to only provide guidance and support.	
Comments:	Work in process - rural area - hard to maintain staff

City of Apalachicola, FLORIDA

City Manager Performance Evaluation

7. Fiscal Management	Overall Rating: <u>N/A</u> of 5
a. Assists in the preparation of a balanced budget to provide services at a level directed by the Commission. b. Ensures that the budget meets the operational needs of the City and makes the best possible use of available funds. c. Assists in the preparation of the budget in an intelligent but readable format. d. Ensures that the proposed budget is submitted in a timely manner that allows for an appropriate review period. e. Appropriately monitors and manages the fiscal activities of the City throughout the fiscal year.	
Comments:	<u>has not participated in budget process yet</u>

8. Planning and Organizational Development	Overall Rating: <u>4</u> of 5
✓ a. Works with the Commission, community leaders, and other stakeholders to develop a clear vision, mission, values, and objectives for the City. ✓ b. Effectively prioritizes goals and objectives in order to ensure that the City is doing "first things first" in support of its strategic plan. ✓ c. Maintains a healthy and productive organizational culture focused on customer service and responsible stewardship of the City's resources. ✓ d. Has a capacity for and encourages innovation. e. Reviews ordinances, policies, and procedures periodically to suggest improvements.	
Comments:	

City of Apalachicola, FLORIDA

City Manager Performance Evaluation

9. Leadership and Decision-Making	Overall Rating: <u>5</u> of 5
✓ a. Leads the City by example in adhering to its established policies, rules, and procedures, and ensures that subordinates do the same. ✓ b. Acknowledges the efforts of others and gives appropriate credit for their accomplishments. ✓ c. Is effective at building consensus among stakeholders on new or unpopular policies or initiatives. ✓ d. Makes logical decisions based on a thorough review of available information and soliciting input from appropriate sources. e. Is able to effectively make decisions rapidly in situations where information is limited and the outcome might be uncertain.	
Comments:	

10. Individual Characteristics	Overall Rating: <u>5</u> of 5
✓ a. Consistently acts with professionalism and courtesy, including prompt attendance at meetings, returning phone calls/messages, and adhering to scheduled appointments. ✓ b. Ensures that all business conducted by the City is free of conflicts of interest or practices that might be construed as illegal, unethical, or unprofessional. ✓ c. Is energetic, cooperative, and willing to spend whatever time is necessary to do a good job. ✓ d. Has the capacity to listen to others and to recognize their interests. ✓ e. Avoids political positions, partisanship, and unnecessary controversy.	
Comments:	

City of Apalachicola, FLORIDA

City Manager Performance Evaluation

Summary:

Performance Dimension:	Overall Rating:
1. Professional Skills and Expertise	<u>4.5</u> of 5
2. Council/Commission Relations	<u>4</u> of 5
3. Citizen and Public Relations	<u>5</u> of 5
4. Policy Execution	<u>4</u> of 5
5. Intergovernmental Relations	<u>5</u> of 5
6. Staffing and Management	<u>4.5</u> of 5
7. Fiscal Management	<u>N/A</u> of 5
8. Planning and Organizational Development	<u>4</u> of 5
9. Leadership and Decision-Making	<u>5</u> of 5
10. Individual Characteristics	<u>5</u> of 5

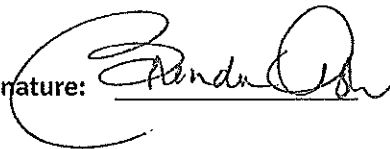
Total Score:

41 ⁴⁵ of 50 #7 = N/A

Divide by 10 (total number of metrics)

Total Average Rating: of 5

Evaluator's Signature:



Date:

11/2/24

City of Apalachicola Evaluation Addendum
City Manager-Charles Anderson

The City Manager received a score of 41 out of 45, with one evaluation-dimension deemed not applicable.

The City Manager has made significant progress in the role and continues to demonstrate effective leadership and sound management practices. He has successfully implemented temporary staffing solutions to advance key projects, including digitizing burial plots and updating the City's outdated employee handbook. He has been proactive in communicating with State elected officials and consistently shares relevant information with the City Commission.

Additionally, he has worked diligently to restructure staff, foster open communication, and maintain an accessible, collaborative management style. His experience and professionalism have contributed to a culture of transparency and openness within the organization.

Based on his performance, I support a 5% salary increase and recommend aligning his Florida Retirement System (FRS) retirement benefits with the appropriate standard including providing back payment of the 2025-2026 retirement benefits.

A handwritten signature in black ink, appearing to read "Charles Anderson", with a large, stylized initial "C" on the left.

Dan Hartman

From: Adriane Elliott <aelliott@cityofapalachicola.com>
Sent: Tuesday, August 4, 2026 7:26 PM
To: Dan Hartman
Subject: Fw: Retirement and Review

I thought I had cc'd you on this earlier. See below and let me know if you have any questions.

City Commissioner
Adriane Elliott
1 Bay Avenue
Apalachicola, FL 32320
(850)653-6323

From: Adriane Elliott <aelliott@cityofapalachicola.com>
Sent: Tuesday, August 4, 2026 5:11 PM
To: Charles Anderson <canderson@cityofapalachicola.com>
Subject: Retirement and Review

Manger Anderson,

Following our meeting on June 30th, I wanted to put some of my takeaways from that on paper. The challenges Apalachicola has faced since your tenure began (and prior) are unique and are not easily fit into a standard rubric for evaluation. Bearing this in mind, I've provided some bullet points below that touch on some key point indicators of your performance thus far.

- **Professionalism:** You have set a higher standard for the conduct and professionalism in the City Manager role. Your effective communication with the City Commission has also lent to better working relationships with state and federal agencies.
- **Initiative:** Looking ahead and making proactive steps to prevent reactive measures is an example of how you've demonstrated your drive to seek innovation.
- **Public Relations & Morale:** Facilitating an open-door policy with staff and the public has greatly improved morale within the community. Staff has more access to resources to perform at their highest level, and public trust is slowly being restored.
- **Retirement Concerns:** I have reviewed avenues provided in your previous email regarding your retirement plan and contributions. I am amenable to the route you deem to be the most equitable in this situation. I appreciate your patience working through this issue and willingness to resolve it.

Overall, I would like to say it has been an absolute pleasure to work with you thus far. You have brought the fortitude and strength to City administration that's been needed for quite some time. I've did not provide any areas for improvement due to the chaotic nature of the City's business when you joined us. In my opinion, you have been tackling every problem as best you can and actively strategizing on how to improve the results.

Thank you for everything you're doing for our City. Keep up the good work, sir!

City Commissioner
Adriane Elliott
1 Bay Avenue
Apalachicola, FL 32320
(850)653-6323

**APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
MEETING DATE: OCTOBER 6, 2026**

SUBJECT: 1st Reading – Ordinance 2026-05 – FY 25/26 Budget Amendment

AGENDA INFORMATION:

Agenda Location: New Business
Item Number: 2
Department: Finance
Contact: Lee Mathes
Presenter: Lee Mathes

BRIEF SUMMARY: Florida Statutes 166.241(4) requires municipalities complete budget amendments within sixty (60) days after the ending of the fiscal year. Budget amendments must be adopted in the same way the original budget was adopted.

RECOMMENDED MOTION AND REQUESTED ACTIONS: Motion to approve first reading of Ordinance 2026-05 for the FY 26/26 budget amendment and proceed with adoption process.

FUNDING SOURCE: N/A

ATTACHMENTS: Ordinance 2026-05. End of year financials will be completed before final adoption in November 2025.

STAFF'S COMMENTS AND RECOMMENDATIONS:

**CITY OF APALACHICOLA
ORDINANCE NO. 2026-05**

**AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF APALACHICOLA
AMENDING THE FISCAL YEAR 2025-2026 BUDGET**

WHEREAS, the City Commission of the City of Apalachicola adopted Ordinance Number 2025-03 adopting the Fiscal Year 2025-2026 budget; and

WHEREAS, Florida Statutes 166.241 (4) requires municipalities complete budget amendments within sixty days after the ending of the fiscal year.

BE IT ENACTED BY THE PEOPLE OF THE CITY OF APALACHICOLA, FLORIDA:

1. City of Apalachicola Fiscal Year 2025-2026 budget is hereby amended by Ordinance Number 2026-05.
2. This Ordinance shall become effective immediately upon final adoption.

ADOPTED in open regular session this _____ day of November, 2026.

Voting Aye:

Voting Nay:

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

Brenda Ash, Mayor

ATTEST:

**APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
MEETING DATE: OCTOBER 6, 2026**

SUBJECT: 2nd Reading & Adoption – Ordinance 2026-03 – Planning & Zoning Board Organization

AGENDA INFORMATION:

Agenda Location: Old Business
Item Number: 1
Department: Governing Body
Contact: Dan Hartman
Presenter: Dan Hartman

BRIEF SUMMARY: The City Commission expressed a desire to amend the Code dealing with the organization and operation of the Planning & Zoning Board. Specifically, to add term limits, remove the School Board Member, confirm 7 voting member composition, and provide for an alternate.

RECOMMENDED MOTION AND REQUESTED ACTIONS: Motion to approve second reading and final adoption of Ordinance 2026-03.

FUNDING SOURCE: N/A

ATTACHMENTS: Ordinance 2026-03

STAFF'S COMMENTS AND RECOMMENDATIONS:

CITY OF APALACHICOLA

ORDINANCE NO: 2026-03

AN ORDINANCE OF THE CITY OF APALACHICOLA, FLORIDA, PROVIDING FOR AMENDMENT OF THE APALACHICOLA CODE OF ORDINANCES PART II, CHAPTER 2 – ADMINISTRATION, ARTICLE II. - BOARDS AND COMMISSIONS, DIVISION 1. – SECTIONS 2.38 AND 2.39 AND PROVIDING FOR APPOINTMENT OF AN ALTERNATE ALL NECESSARY MATTERS DEALING WITH THE ORGANIZATION AND OPERATION OF THE PLANNING AND ZONING BOARD; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Article VII, Section 2 of the Florida Constitution provides that municipalities shall have governmental, corporate and proprietary powers to enable municipalities to conduct municipal government, perform municipal functions and render municipal services; and

WHEREAS, Chapter 166, Florida Statutes, the “Municipal Home Rule Powers Act,” implements the applicable provisions of the Florida Constitution and authorizes municipalities to exercise any power for municipal purposes, except when expressly prohibited by law and to enact ordinances in furtherance thereof;

WHEREAS, the purpose of this Ordinance is to add amend provisions of the Code to provide for membership, term limits, transition of existing members and appointment of an alternate designed to clarify and enhance the City of Apalachicola’s Code concerning the operation and organization of the Planning and Zoning Board;

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

Section 1. APALACHICOLA CODE OF ORDINANCES PART II, CHAPTER 2 – ADMINISTRATION, ARTICLE II. - BOARDS AND COMMISSIONS, DIVISION 1.:

Sec. 2-38. Membership; Alternate.¹

The planning and zoning board is to consist of seven regular members, none of whom will be elected officials or city employees. All seven regular ~~Six of the~~ members will be appointed by the city commission. The city commission will also appoint one person to serve as an alternate to the board who will act as a regular member on an as needed basis if necessary to meet the quorum requirements. ~~-and one member will be appointed by the school board. The school board appointee will be ex-officio and non-voting.~~

(Code 1976, § 2-34; Ord. No. 76-2, § 2, 6-10-1976; Ord. No. 84-6, 9-6-1984)

¹ NOTE: ~~Struck through language is language proposed to be deleted, Underlined language is amended language, sections that have been skipped or remain unchanged are shown as ***.~~

Sec. 2-39. Terms; vacancies; compensation.

The terms of the members shall be four years. A member may serve a maximum of two consecutive four (4) year terms. Any vacancy in membership shall be filled for the unexpired term by the city commission governing body that appointed the member whose position is vacant. The city commission council shall have the authority to remove any member for cause, upon written charges, after a public hearing. All members shall serve without compensation, but may be reimbursed for actual expenses incurred in connection with their official duties. Any person who has previously served two consecutive terms and wishes to continue to serve on the Board must take a break in service of at least two (2) consecutive years before being eligible for appointment to the Board.

(Code 1976, § 2-36; Ord. No. 76-2, § 4, 6-10-1976; Ord. No. 84-6, 9-6-1984)

Section 2. Severability. If any portion of this Ordinance is declared invalid, the valid remainder hereof shall remain in full force and effect.

Section 3. Effective Date: This Ordinance shall become effective upon adoption.

First Reading: September 8, 2026

:

Second Reading & Adoption: :

FOR THE CITY COMMISSION OF THE
CITY OF APALACHICOLA

BRENDA ASH, MAYOR

ATTEST:

LEE MATHES, INTERIM CITY CLERK

**APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
MEETING DATE: OCTOBER 6, 2026**

SUBJECT: Planning & Zoning Board Appointments – 1 Full-Time Member & 1 Alternate Member

AGENDA INFORMATION:

Agenda Location: Old Business
Item Number: 2
Department: Governing Body
Contact: Dan Hartman
Presenter: Dan Hartman

BRIEF SUMMARY: The Planning & Zoning Board has two vacant positions available. One (1) full-time position and one (1) alternate position.

RECOMMENDED MOTION AND REQUESTED ACTIONS: Motion to appoint one (1) full-time member and one (1) alternate member to the Planning & Zoning Board.

FUNDING SOURCE: N/A

ATTACHMENTS: Planning & Zoning Applications: Glen Gilmore, Christopher Aitken, Ashley Leonard

STAFF'S COMMENTS AND RECOMMENDATIONS: Appoint vacant positions.

BOARD/COMMITTEE CANDIDATE QUESTIONNAIRE

REQUESTED BOARD/COMMITTEE APPOINTMENT Planning/Zoning

APPLICATION DATE 8/12/26

DATE APPOINTED _____

NAME: Glen Gilmore

MAILING ADDRESS: 66 11th St Apalachicola FL 32320

PHYSICAL ADDRESS: As Above

CELL#: 631-433-1956 HOME#: same

EMAIL: gilmore0465@gmail.com

PLACE OF EMPLOYMENT: Retired

WORK#: _____

1. HOW LONG HAVE YOU BEEN A RESIDENT OF THE CITY OF APALACHICOLA?

3 years

2. WHY ARE YOU INTERESTED IN SERVING ON THIS BOARD/COMMITTEE?

To take a more active role in the development of our community while protecting its historical character.

3. WHAT DO YOU FEEL YOU CAN CONTRIBUTE BY SERVING ON BOARD/COMMITTEE?

my wife & I are full time residents with a vested interest in maintaining a quality of life in the city of Apalachicola while preserving the history and charm that draws all of us here.

4. DO YOU HAVE ANY EXPERIENCE BY PREVIOUSLY SERVING ON ANY CITY, COUNTY, OR OTHER GOVERNMENTAL BOARDS? IF SO, WHICH BOARDS AND HOW LONG?

During my career as General Manager of a N.Y. zoo I served on various city & county advisory boards as well as having broad experience with planning and zoning for a 35+ acre wildlife facility. Also worked with USDA

5. HAVE YOU ATTENDED ANY CITY MEETINGS? IF SO, WHICH ONES?

Numerous Commission meetings

6. WILL YOU BE ABLE TO CONTRIBUTE THE NECESSARY TIME TO PROPERLY RESEARCH ISSUES AND BE AVAILABLE TO ATTEND SCHEDULED MEETINGS?

(yes) Full time resident, retired.

7. HAVE YOU READ AND/OR FAMILIAR WITH THE CITY'S LAND DEVELOPMENT CODE?

(yes)

8. HAVE YOU READ AND/OR FAMILIAR WITH THE CITY'S COMPREHENSIVE PLAN?

(yes)

9. HAVE YOU READ AND/OR FAMILIAR WITH THE CITY'S HISTORIC GUIDELINES?

(yes) my answers to 7, 8, 9 are predicated on the understanding that my familiarity is a continuing process.

10. DO YOU HAVE ANY EXPERIENCE IN CONSTRUCTION, PLANNING, LAND USE, OR ARCHITECTURE? IF SO, HOW LONG?

Owned, renovated & operated a 5+ acre hotel/Inn exclusively for people traveling with dogs for 8+ yrs. You may also note that my almost 20 yr career in the zoology field was often more construction, planning and land use than anything.

11. IF APPOINTED, YOU WILL BE REQUIRED BY LAW TO FOLLOW THE SUNSHINE LAW.

HAVE YOU READ AND/OR FAMILIAR WITH THE SUNSHINE LAW?

(yes)

SIGNATURE

Glen Gilmore

PRINTED NAME

As the above space is limited, I've answered in broad strokes but I'm at all times available for more in depth discussion with the board, commissioners or city manager as needed or requested.

BOARD/COMMITTEE CANDIDATE QUESTIONNAIRE

REQUESTED BOARD/COMMITTEE APPOINTMENT Planning & Zoning Board

APPLICATION DATE 09/02/2026

DATE APPOINTED _____

NAME: Christopher Aitken

MAILING ADDRESS: 76 Avenue G, Apalachicola, FL 32320

PHYSICAL ADDRESS: 76 Avenue G, Apalachicola, FL 32320

CELL#: 786-382-1665

HOME#: _____

EMAIL: chris@heythisischris.com

PLACE OF EMPLOYMENT: Self-employed engineer

WORK#: _____

1. HOW LONG HAVE YOU BEEN A RESIDENT OF THE CITY OF APALACHICOLA?

Over one year. I live full-time at 76 Avenue G in Apalachicola.

2. WHY ARE YOU INTERESTED IN SERVING ON THIS BOARD/COMMITTEE?

I want to help Apalachicola grow thoughtfully while protecting the historic character that makes it special. My background in landscape/architecture work and code enforcement gives me a practical sense of how development standards are applied, and I would like to put that to work for the community I now call home.

3. WHAT DO YOU FEEL YOU CAN CONTRIBUTE BY SERVING ON BOARD/COMMITTEE?

Hands-on experience reading plans and applying design and code standards. I worked with a landscape and architecture firm in Miami, and I enforce coding standards through RealDash, an online real estate SaaS application. I bring a detail-oriented, consistent approach to interpreting codes and applying them fairly.

4. DO YOU HAVE ANY EXPERIENCE BY PREVIOUSLY SERVING ON ANY CITY, COUNTY, OR OTHER GOVERNMENTAL BOARDS? IF SO, WHICH BOARDS AND HOW LONG?

No. I have not previously served on a city, county, or other governmental board. This would be my first appointment.

5. HAVE YOU ATTENDED ANY CITY MEETINGS? IF SO, WHICH ONES?

Yes. I have attended City Commission and Planning & Zoning Board meetings.

6. WILL YOU BE ABLE TO CONTRIBUTE THE NECESSARY TIME TO PROPERLY RESEARCH ISSUES AND BE AVAILABLE TO ATTEND SCHEDULED MEETINGS?

Yes. I am able to commit the time needed to research agenda items ahead of each meeting, review submitted applications and supporting materials, and attend all regularly scheduled and special meetings.

7. HAVE YOU READ AND/OR FAMILIAR WITH THE CITY'S LAND DEVELOPMENT CODE?

Yes. I have read the City's Land Development Code and continue to study it closely, as it is the primary reference for Planning & Zoning decisions.

8. HAVE YOU READ AND/OR FAMILIAR WITH THE CITY'S COMPREHENSIVE PLAN?

Yes. I have reviewed the City's Comprehensive Plan and understand its role in guiding the long-term growth, land use, and character of Apalachicola.

9. HAVE YOU READ AND/OR FAMILIAR WITH THE CITY'S HISTORIC GUIDELINES?

Yes. I have reviewed the City's Historic Guidelines and appreciate their importance in preserving the character of the Historic District.

10. DO YOU HAVE ANY EXPERIENCE IN CONSTRUCTION, PLANNING, LAND USE, OR ARCHITECTURE? IF SO, HOW LONG?

Yes. I worked with a landscape and architecture firm in Miami, and I currently enforce coding standards through RealDash, an online real estate SaaS application.

11. IF APPOINTED, YOU WILL BE REQUIRED BY LAW TO FOLLOW THE SUNSHINE LAW. HAVE YOU READ AND/OR FAMILIAR WITH THE SUNSHINE LAW?

Yes. I am familiar with Florida's Government-in-the-Sunshine Law (Chapter 286, F.S.) and will comply fully with its open-meeting, notice, and public-records requirements.



SIGNATURE

Christopher Aitken

PRINTED NAME

OARD / COMMITTEE CANDIDATE QUESTIONNAIRE

REQUEST BOARD / COMMITTEE APPOINTMENT

APPLICATION DATE 7/14/2026

DATE APPOINTED _____

Name : Ashley Leonard

Mailing Address: 112 11th Street Apalachicola, FL 32320

Physical Address: 112 11th Street Apalachicola, FL 32320

Cell #: 712-490-1523

Home #: 712-490-1523

Email: ashley@leonarddesignhouse.com

Place of Employment: Owner - Rail Safe Training; Owner – Leonard & Co Design House

1. How long have you been a resident of the City of Apalachicola?

Approximately nine years. I live and work in Apalachicola and operate a design business focused on residential and small commercial projects.

2. Why are you interested in serving on this board/committee?

Apalachicola is a unique coastal community with a strong architectural heritage and a small-town character that deserves thoughtful stewardship. Planning and zoning decisions play a critical role in shaping housing availability, economic vitality, and the long-term character of the city.

After serving as an alternate member for the past few months, I understand both the responsibility of the Board and the complexity of the decisions it considers. That experience has strengthened my interest in continuing as a full member. I care about Apalachicola's future and hope to contribute thoughtful, balanced perspectives that respect the city's history while supporting responsible development and opportunities for local residents and small businesses.

3. What do you feel you can contribute by serving on board/committee?

I bring a combination of design, construction, business, and direct Planning and Zoning Board experience that allows me to evaluate land-use decisions from multiple perspectives. My professional background includes planning, design development, construction coordination, project management, risk management, and working with property owners, contractors, engineers, and permitting authorities.

Through my work in design and development, I regularly review zoning requirements, site constraints, and development feasibility. As a business owner, I also understand the practical impacts that regulations can have on property owners and local entrepreneurs.

I approach planning issues with a collaborative, problem-solving mindset and believe thoughtful dialogue can help balance historic preservation, property rights, environmental considerations, and community needs.

4. Do you have any experience by previously serving on any city, county, or other governmental boards? If so, which boards and how long?

Yes. I have served as an alternate member of the City of Apalachicola Planning and Zoning Board since April 2026. During that time, I have reviewed applications and staff reports, attended meetings, participated in Board discussions, and evaluated matters involving zoning, land use, stormwater, parking, historic preservation, and development standards.

5. Have you attended any city meetings? If so, which ones?

Yes. As a Planning and Zoning Board alternate, I have attended and participated in regular Board meetings since April 2026. I have also attended or followed City Commission and other planning-related meetings involving zoning regulations, housing, development, historic preservation, and community concerns.

7. Have you read and/or familiar with the city's Land Development Code?

Yes. I have reviewed the City's Land Development Code and regularly reference it when evaluating Planning and Zoning applications. I understand the importance of applying the Code consistently while also identifying provisions that may require clarification or future review.

8. Have you read and/or familiar with the city's Comprehensive Plan?

Yes. I have reviewed the City's Comprehensive Plan and understand its role in guiding long-term land use, housing, infrastructure, environmental protection, and economic development.

9. Have you read and/or familiar with the city's Historic Guidelines?

Yes. I am familiar with the city's historic guidelines and the importance of protecting Apalachicola's architectural character while allowing properties to remain functional and adaptable. My academic work explored the relationship between historic preservation, economic development, and housing availability in small coastal communities.

10. Do you have any experience in construction, planning, land use, or architecture? If so, how long?

Yes. I have several years of experience in residential and small commercial design, construction coordination, planning, and land-use review. I operate Leonard & Co Design House, where my work regularly involves site planning, zoning review, design development, material selection, permitting coordination, and collaboration with property owners, contractors, engineers, and local authorities throughout the building process.

I also hold a Master of Arts in Interior Architecture and Design. The program included coursework in architectural history, sustainable design, spatial planning, and design/build management, providing formal training in how buildings function within their historical, environmental, and regulatory contexts.

My professional experience, academic background, and current service on the Planning and Zoning Board allow me to evaluate projects from both a design and regulatory perspective.

11. If appointed, you will be required by law to follow the Sunshine Law. Have you read and/or familiar with the Sunshine Law?

Yes. I understand that the Sunshine Law requires transparency in government decision-making, including open meetings, public records, and proper public notice of official meetings

Signature

Signature:

ASHLEY LEONARD

Printed Name:

Ashley Leonard

**APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: October 6, 2026**

SUBJECT: District Interlocal Agreement - Update

AGENDA INFORMATION:

Agenda Location: Old Business
Item Number: 3
Department: Governing Body
Contact: Dan Hartman
Presenter: Dan Hartman

BRIEF SUMMARY:

Provide an update on status of Interlocal Agreement.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

None at this time.

FUNDING SOURCE: N/A

ATTACHMENTS:

Latest Draft of Interlocal Agreement

STAFF'S COMMENTS AND RECOMMENDATIONS:

Record and Return to:
City of Apalachicola
City Clerk's Office
1 Bay Avenue
Apalachicola, FL 32328

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF APALACHICOLA
AND THE APALACHICOLA WATER AND SEWER DISTRICT FOR THE
TRANSFER OF WATER AND SEWER UTILITY SYSTEMS**

THIS INTERLOCAL AGREEMENT (the "Agreement") is entered into as of the ____
day of _____, 2026 (the "Effective Date"), by and between:

CITY OF APALACHICOLA, FLORIDA, a Florida municipal corporation, with a
mailing address of 1 Bay Avenue, Apalachicola, FL 32328 (hereinafter referred to as
"City" or "Apalachicola"),

and

THE APALACHICOLA WATER AND SEWER DISTRICT, FLORIDA, a
Florida independent special district and unit of special purpose local government
created pursuant to CS/HB 4103 (2026), as amended, with a mailing address of
[INSERT DISTRICT ADDRESS] (hereinafter referred to as "District"), and solely for
purposes of Articles VIII and IX herein,

FRANKLIN COUNTY, FLORIDA, a political subdivision of the State of Florida,
with a mailing address of [INSERT COUNTY ADDRESS] (hereinafter referred to as
"County").

RECITALS

WHEREAS, the Florida Legislature enacted CS/HB 4103 (2026), as amended (the
"Enabling Act" or "Local Bill"), which created the Apalachicola Water and Sewer
District as an independent special district and unit of special purpose local government
pursuant to Chapter 189, Florida Statutes, for the purpose of acquiring, owning,

operating, and maintaining the current City water and sewer utility system to serve the residents and businesses within the District's boundaries;

WHEREAS, the Enabling Act provides that on December 1, 2026 (the "Transfer Date"), all property, whether real, personal, or mixed, that is owned, possessed, or controlled by the City for the purposes of providing water and sewer systems, as well as all other assets, contracts, obligations, and liabilities of the City for such purposes, shall be transferred and vested in the District;

WHEREAS, the City currently owns, operates, and maintains a water utility system and a wastewater collection, treatment, and disposal utility system (collectively, the "Utility" or "Utility Systems") for the benefit of its utility service area, which serves residents and businesses within and outside the City limits;

WHEREAS, Section 3 of the Enabling Act requires the City and the District to enter into an interlocal agreement by the latter of July 1, 2026 or thirty (30) days after the Governor makes initial appointments to the District board to effectuate the transfer of water and sewer service from the City to the District;

WHEREAS, the parties are entering into this Agreement pursuant to Section 163.01, Florida Statutes (the "Florida Interlocal Cooperation Act of 1969"), and in furtherance of the mandates and authorizations set forth in the Enabling Act;

WHEREAS, this Agreement is intended to provide for the orderly and efficient transfer of the Utility Systems from the City to the District, to establish the terms and conditions governing such transfer, and to address compensation for real property, charges for service, employee retention, indemnification, cooperation in regulatory matters, right of first refusal, and other matters necessary to implement the Enabling Act and protect the interests of the parties and the public;

WHEREAS, the parties recognize that the transfer if implemented as set forth herein is in the public interest and will promote the efficient delivery of water and sewer services to the citizens and businesses of the City and the District;

WHEREAS, the parties acknowledge that Section 171.203, Florida Statutes, governs interlocal service boundary agreements and is intended to avoid disputes regarding the provision of services in areas of overlapping or adjacent jurisdiction;

WHEREAS, Franklin County has a substantial interest in the successful transfer, continued operation of the Utility Systems serving residents in the unincorporated County and in coordinating the use of public rights-of-way; and

WHEREAS, the parties desire to memorialize their mutual understandings, rights, and obligations in connection with the transfer of the Utility Systems and the provision of water and sewer services following the Transfer Date.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I — DEFINITIONS AND CONSTRUCTION

I. Definitions. As used in this Agreement, the following terms shall have the following meanings unless the context clearly requires otherwise:

A. Administrative Expenses means those ordinary and necessary costs incurred by the District in implementing its obligations under this Agreement and operating the Utility Systems, including but not limited to salaries, benefits, office expenses, professional fees, insurance, utilities, maintenance, and regulatory compliance costs, which are not directly attributable to capital improvements or debt service and the necessary City cost related to the same during the transition and under the terms of this Agreement moving forward.

- B. Affiliate** means, with respect to any Person, any other Person that directly or indirectly controls, is controlled by, or is under common control with such Person.
- C. Agreement** means this Interlocal Agreement, including all exhibits, schedules, and amendments hereto.
- D. Applicable Law** means all federal, state, and local statutes, ordinances, rules, regulations, orders, permits, licenses, approvals, and other requirements of any Governmental Authority having jurisdiction over the parties or the subject matter of this Agreement, as the same may be amended from time to time.
- E. Assumed Obligations** means all contracts, obligations, liabilities, permits, licenses, regulatory requirements, commitments, and responsibilities of the City relating to the ownership, operation, maintenance, and improvement of the Utility Systems as of the Transfer Date, including without limitation all loan agreements, bond obligations, debt service requirements, and regulatory compliance obligations, as more particularly described in Schedule 5 hereto.
- F. Bill of Sale and Assignment** means the bill of sale, assignment, and assumption agreement to be executed and delivered by the City to the District on the Transfer Date, substantially in the form attached hereto as Exhibit A, pursuant to which the City shall transfer and assign to the District all of the City's right, title, and interest in and to the Utility Systems and the District shall assume the Assumed Obligations.
- G. Board** or "District Board" means the governing board of the Apalachicola Water and Sewer District as established pursuant to the Enabling Act.
- H. Capital Improvement Plan** or "CIP" means the District's comprehensive five-year plan for capital improvements, expansions, and major repairs to the Utility Systems, as required by Section IX of this Agreement.
- I. City Comprehensive Plan** means the comprehensive plan adopted by the City pursuant to Chapter 163, Part II, Florida Statutes (the "Community Planning Act"), as the same may be amended from time to time.

- J. City Employees** means those employees of the City who, immediately prior to the Transfer Date, are employed for the purpose of providing water and sewer service and operating and maintaining the Utility Systems, as identified on Schedule 6 hereto.
- K. City LDC** means the City's Land Development Code and related development regulations, as the same may be amended from time to time.
- L. Confidential Information** means any and all non-public information, subject to legal exemption pursuant to 119, F.S., data, documents, records, drawings, plans, specifications, financial information, customer information, operational information, and other proprietary information relating to the Utility Systems, the parties, or this Agreement, whether in written, electronic, oral, or other form.
- M. Deed** means the special warranty deed or deeds to be executed and delivered by the City to the District on the Transfer Date, conveying fee simple title to the Real Property, in the event of the transfer of real property hereunder, substantially in the form attached hereto as Exhibit B.
- N. Dissolution** means the dissolution, termination, merger, consolidation, or other cessation of the District as an independent special district pursuant to Applicable Law.
- O. District Service Area** means the geographic area within which the District is authorized to provide water and sewer services, as defined in the Enabling Act and as may be modified from time to time pursuant to Applicable Law.
- P. Effective Date** has the meaning set forth in the preamble to this Agreement.
- Q. Enabling Act** has the meaning set forth in the recitals to this Agreement.
- R. Environmental Laws** means all federal, state, and local laws, regulations, ordinances, and requirements relating to pollution, protection of the environment, or human health and safety, including without limitation those relating to the release, discharge, emission, storage, treatment, disposal, or handling of Hazardous Materials.

- S. Environmental Permits** means all permits, licenses, approvals, registrations, notifications, and other authorizations required under Environmental Laws for the ownership, operation, maintenance, and improvement of the Utility Systems.
- T. FDEP** means the Florida Department of Environmental Protection or any successor agency.
- U. Financial Obligations** means all obligations of the District to make payments to the City pursuant to Article III of this Agreement, including Ground Lease Rent, Purchase Price installments (if applicable), and reimbursement obligations.
- V. Florida Retirement System** or "FRS" means the retirement system established pursuant to Chapter 121, F.S.
- W. Governmental Authority** means any federal, state, regional, county, municipal, or other governmental or quasi-governmental agency, authority, body, board, bureau, commission, department, instrumentality, or other entity having jurisdiction over the parties or the subject matter of this Agreement.
- X. Ground Lease** means the ground lease agreement to be executed and delivered by the City and the District on or before the Transfer Date with respect to the Real Property, if the parties elect to structure the Real Property transfer as a lease rather than a sale, substantially in the form attached hereto as Exhibit C.
- Y. Ground Lease Rent** means the annual or periodic rent payable by the District to the City under the Ground Lease, if applicable, as determined pursuant to Section III.A.2 of this Agreement.
- Z. Hazardous Materials** means any substance, material, or waste that is regulated, defined, or classified as hazardous, toxic, radioactive, dangerous, or a pollutant or contaminant under any Environmental Law, including without limitation petroleum and petroleum products, asbestos, polychlorinated biphenyls, lead-based paint, mold, radon, and urea formaldehyde.

AA. Indemnified Party has the meaning set forth in Section V.C of this Agreement.

BB. Indemnifying Party has the meaning set forth in Section V.C of this Agreement.

CC. Initial Term has the meaning set forth in Section XIV.A of this Agreement.

DD. Land Development Code or "LDC" has the meaning set forth in the definition of City LDC.

EE. Liens means any and all liens, mortgages, pledges, security interests, encumbrances, charges, claims, restrictions, easements, covenants, conditions, rights-of-way, options, rights of first refusal, or other burdens or defects of title of any kind or nature whatsoever.

FF. Local Bill has the meaning set forth in the recitals to this Agreement.

GG. Losses means any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, and expenses (including reasonable attorneys' fees and expenses, expert fees, court costs, and costs of investigation and defense).

HH. Permits means all permits, licenses, approvals, authorizations, registrations, certifications, variances, exemptions, franchises, and other governmental or quasi-governmental permissions required for the ownership, operation, maintenance, and improvement of the Utility Systems, including without limitation Environmental Permits, water use permits, wastewater discharge permits, operating permits, and construction permits.

II. Person means an individual, corporation, partnership, limited liability company, trust, association, joint venture, unincorporated organization, Governmental Authority, or other entity.

JJ. Personal Property means all tangible and intangible personal property owned, leased, or controlled by the City and used or held for use in connection with the ownership, operation, maintenance, and improvement of the Utility Systems as of the Transfer Date, including without limitation machinery, equipment, vehicles,

tools, supplies, inventory, spare parts, computers, software, intellectual property, contract rights, customer lists, records, data, and books and accounts, as more particularly described in Schedule 2 hereto.

KK. Purchase Price means the lump sum amount payable by the District to the City for the conveyance of the Real Property, if the parties elect to structure the Real Property transfer as a sale rather than a lease, as determined pursuant to Section III.A.1 of this Agreement.

LL. Real Property means all real property owned or controlled by the City and used or held for use in connection with the ownership, operation, maintenance, and improvement of the Utility Systems as of the Transfer Date, including without limitation land, buildings, structures, improvements, fixtures, easements, rights-of-way, and appurtenances, as more particularly described on Schedule 1 hereto and in the legal descriptions attached as Exhibit D.

MM. Reclaimed Water or "**Reuse Water**" means wastewater that has received at least secondary treatment and basic disinfection and is reused after flowing out of a wastewater treatment facility, as defined in Section 373.019(17), Florida Statutes.

NN. "Right of First Refusal" means the preferential right granted to the City pursuant to Article XI of this Agreement.

OO. Right-of-Way or "**ROW**" means any public street, road, highway, alley, sidewalk, easement, or other public way or property owned or controlled by the City or the County within which the District is authorized to construct, operate, maintain, repair, replace, and remove utility facilities and appurtenances.

PP. Service Charges means the rates, fees, charges, and other amounts established by the District from time to time for water, wastewater, and reuse services provided to customers within the District Service Area.

QQ. Transfer Date has the meaning set forth in the recitals to this Agreement.

RR. Transferred Employees means those City Employees who elect to accept employment with the District pursuant to Article VII of this Agreement and who commence employment with the District on or after the Transfer Date.

SS. Utility or "Utility Systems" has the meaning set forth in the recitals to this Agreement and includes all Real Property, Personal Property, Permits, contracts, rights, and other assets used or held for use in connection with the provision of water and sewer services.

II. Construction.

A. Interpretation. This Agreement shall be construed in accordance with the laws of the State of Florida. The language of this Agreement shall be construed as a whole according to its fair meaning and not strictly for or against any party. Unless the context otherwise requires, words importing the singular number shall include the plural and vice versa, and words importing a particular gender shall include all genders. The terms "herein," "hereof," "hereunder," and similar terms refer to this Agreement as a whole and not to any particular Article, Section, or provision. The terms "include," "includes," and "including" shall be deemed to be followed by the phrase "without limitation."

B. Headings. The Article and Section headings in this Agreement are for convenience of reference only and shall not affect the interpretation or construction of this Agreement.

C. Exhibits and Schedules. All exhibits and schedules attached to this Agreement are incorporated herein by reference and made a part of this Agreement.

D. Entire Agreement. This Agreement, together with all exhibits and schedules hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, between the parties with respect to such subject matter. This Agreement specifically supersedes and terminates any prior interlocal

agreements between the City and any predecessor entity relating to water and sewer services, effective as of the Transfer Date.

E. Days. Unless otherwise specified, references to "days" in this Agreement shall mean calendar days.

F. Recitals. The recitals set forth above are true and correct and are incorporated into this Agreement as an integral part hereof.

ARTICLE II — TRANSFER OF UTILITY SYSTEMS

I. Transfer of Assets. On the Transfer Date, pursuant to the Enabling Act and the terms of this Agreement, the City shall transfer, assign, convey, and deliver to the District, and the District shall accept and assume, all of the City's right, title, and interest in and to the Utility Systems, including without limitation:

A. Real Property. All Real Property, subject to the determination of whether such Real Property shall be conveyed by Deed or leased pursuant to the Ground Lease as provided in Article III hereof;

B. Personal Property. All Personal Property purchased through the water and sewer enterprise fund or state/federal grant funding related to operating, replacing or repairing the water and sewer utility system;

C. Permits and Licenses. All Permits, to the extent transferable under Applicable Law, or the District shall apply for new Permits in its own name with the City's cooperation as provided in Article IV hereof;

D. Contracts. All contracts, agreements, leases, and other arrangements relating to the Utility Systems, to the extent assignable under their terms and Applicable Law, or the District shall enter into replacement contracts with the City's cooperation;

E. Records and Data. All books, records, files, data, drawings, plans, specifications, manuals, customer lists, billing records, operating records, maintenance records, and other documents and information relating to the Utility Systems; and

F. Other Assets. All other tangible and intangible assets, properties, rights, privileges, and interests of the City relating to or used in connection with the Utility Systems.

II. Assumption of Obligations. On the Transfer Date, the District shall assume and agree to pay, perform, and discharge when due all Assumed Obligations, including without limitation:

A. Debt Obligations. All outstanding bonds, notes, loans, and other indebtedness of the City relating to the Utility Systems, including but not limited to [INSERT DESCRIPTION OF BONDS, LOANS, AND OTHER DEBT OBLIGATIONS], as more particularly described in Schedule 5;

B. Contractual Obligations. All obligations under contracts, agreements, leases, purchase orders, grants and other arrangements relating to the Utility Systems that are assumed by the District;

C. Regulatory Obligations. All obligations under Permits and Applicable Law relating to the operation, maintenance, and improvement of the Utility Systems, including without limitation compliance with Environmental Laws, water quality standards, wastewater discharge requirements, and mandatory connection requirements;

D. Mandatory Connection Requirements. The District specifically agrees to comply with the mandatory connection requirements set forth in any FDEP State Revolving Fund ("SRF") loan agreement to which the City is a party, which require the adoption and enforcement of requirements, consistent with Applicable Law, for the owner, tenant, or occupant of each building located on a lot or parcel of land which is served, or may reasonably be served, by the sewer system to connect such building to the sewer system; and

E. Other Liabilities. All other liabilities, obligations, and responsibilities of the City relating to the Utility Systems arising on or after the Transfer Date.

III. Excluded Liabilities. Notwithstanding anything to the contrary in this Agreement, the District shall not assume and shall not be responsible for any liabilities or obligations of the City:

A. Non-Utility Liabilities. That do not relate to the Utility Systems or the provision of water and sewer services; or

B. Retained Liabilities. That are specifically designated as retained by the City pursuant to this Agreement.

IV. Closing and Transfer Documents. On or before the Transfer Date, the parties shall execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, all documents and instruments necessary or appropriate to effectuate the transfer contemplated by this Article II, including without limitation:

A. The Bill of Sale and Assignment;

B. The Deed or Ground Lease, as applicable;

C. Assignments of contracts, Permits, and other rights (to the extent assignable);

D. Consents and approvals from third parties and Governmental Authorities (to the extent required);

E. Certificates of good standing and resolutions authorizing the transaction;

F. Estoppel certificates and lien waivers (if applicable);

G. Such other documents and instruments as may be reasonably required by either party or its counsel to effectuate the transfer.

V. Title to Real Property. The City shall convey or lease the Real Property to the District free and clear of all Liens, except for:

A. Liens for current year ad valorem taxes and assessments not yet due and payable;

B. Utility easements, rights-of-way, and other non-monetary encumbrances of record that do not materially interfere with the current use and operation of the Real Property;

C. Liens securing Assumed Obligations; and

D. Other encumbrances approved in writing by the District.

VI. Cooperation in Transfer. The City and the District shall cooperate fully with each other to effectuate the transfer of the Utility Systems by the Transfer Date, including without limitation:

A. Providing access to properties, facilities, books, records, and personnel;

B. Executing and delivering all documents and instruments required to assign or transfer Permits, contracts, and other rights;

C. Obtaining all necessary consents, approvals, and authorizations from third parties and Governmental Authorities;

D. Providing notices to customers, vendors, regulators, and other interested parties;

E. Training District personnel on the operation and maintenance of the Utility Systems; and

F. Taking all other actions reasonably necessary to ensure a smooth and orderly transition.

ARTICLE III — COMPENSATION FOR REAL PROPERTY

I. Election of Transfer Structure. Within [INSERT NUMBER] days after the Effective Date, the parties shall meet and confer in good faith to determine whether the Real Property shall be (i) conveyed to the District by Deed in exchange for payment of the Purchase Price, or (ii) leased to the District pursuant to the Ground Lease in exchange for payment of Ground Lease Rent. The parties' determination shall be memorialized in a written amendment to this Agreement executed by both parties. If the parties are unable to agree on the transfer structure within such period, the default structure shall be a Ground Lease as provided in Section III.A.2 below.

A. Alternative Compensation Structures.

1. Sale and Purchase Price. If the parties elect to structure the Real Property transfer as a sale, the Purchase Price shall be determined as follows:

- a. The City and the District shall jointly retain a qualified independent appraiser, licensed in the State of Florida and having at least ten (10) years of experience in appraising utility infrastructure and real property, to prepare an appraisal of the fair market value of the Real Property as of a date not more than ninety (90) days prior to the Transfer Date. The appraisal shall be prepared in accordance with the Uniform Standards of Professional Appraisal Practice ("USPAP").
- b. The appraiser's determination of fair market value shall be binding on the parties and shall constitute the Purchase Price, subject to the parties' right to challenge the appraisal for fraud, manifest error, or failure to comply with USPAP.
- c. The Purchase Price shall be payable [INSERT PAYMENT TERMS: e.g., in full on the Transfer Date, or in installments over a period of [] *years with interest at the rate of* [] % per annum]. [Pending Client Confirmation: payment structure and interest rate]
- d. If the Purchase Price is payable in installments, the District shall execute and deliver to the City a promissory note substantially in the form attached hereto as Exhibit E, and such note shall be secured by [INSERT SECURITY: e.g., a mortgage on the Real Property, a pledge of District revenues, or other security acceptable to the City].
- e. All costs and expenses of the appraisal shall be paid by the District.

2. Ground Lease and Rent. If the parties elect to structure the Real Property transfer as a lease, the Ground Lease Rent and other terms shall be determined as follows:

- a. The City and the District shall jointly retain a qualified independent appraiser, licensed in the State of Florida and having at least ten (10) years of experience in appraising utility infrastructure and real

property, to prepare an appraisal of the fair market rental value of the Real Property as of a date not more than ninety (90) days prior to the Transfer Date. The appraisal shall be prepared in accordance with USPAP.

- b. The appraiser's determination of fair market rental value shall constitute the initial annual Ground Lease Rent, subject to the parties' right to challenge the appraisal for fraud, manifest error, or failure to comply with USPAP.
- c. The Ground Lease Rent shall be payable annually in advance on [INSERT PAYMENT DATE: e.g., the first day of each fiscal year of the District], commencing on [INSERT COMMENCEMENT DATE].
- d. The Ground Lease Rent shall be adjusted every [INSERT ADJUSTMENT PERIOD: e.g., five (5) years] based on [CPI? Set %?; re-appraisal?]
- e. The term of the Ground Lease shall be fifty (50) years, with options for the District to renew for two (2) additional twenty (20)-year periods upon the terms and conditions set forth in the Ground Lease.
- f. All costs and expenses of the appraisal and re-appraisals (if applicable) shall be paid for by the District.
- g. The Ground Lease shall contain such other terms and conditions as are customary for ground leases of utility infrastructure, including without limitation maintenance obligations, insurance requirements, permitted uses, assignment and subletting restrictions, default and remedies provisions, and surrender conditions.

B. Timing of Payment. All payments of Purchase Price or Ground Lease Rent shall be made by the District to the City in accordance with the payment schedule set forth in this Article III or in the applicable Deed, Ground Lease, or promissory note. Payments shall be made by wire transfer of immediately

available funds to an account designated by the City, or by such other method as the parties may mutually agree.

C. Late Payments. If the District fails to make any payment of Purchase Price or Ground Lease Rent when due, the District shall pay interest on the overdue amount at the rate of ten percent (10%) per annum from the due date until paid in full. The City shall have all remedies available under this Agreement, the Deed, the Ground Lease (if applicable), and Applicable Law, including without limitation the remedies set forth in Article XIII hereof.

II. Recording. The Deed or Ground Lease, as applicable, shall be recorded in the Official Records of Franklin County, Florida promptly following execution and delivery. The District shall pay all recording fees, documentary stamp taxes, and other costs and expenses of recording.

ARTICLE IV — SERVICE CHARGES TO THE CITY

I. City as Customer. Following the Transfer Date, the District shall provide water, wastewater, and reuse services to the City for City facilities and operations within the District Service Area. The City shall receive 600,000 gallons per month at no charge, amounts over 600,000 gallons per month shall be paid for by the City in accordance with the Service Charges established by the District from time to time pursuant to this Article IV.

II. Establishment of Service Charges. The District shall establish Service Charges for water, wastewater, and reuse services in accordance with the Enabling Act, Applicable Law, and sound utility ratemaking principles. Service Charges shall be just, reasonable, and equitable, and shall be designed to:

- A.** Recover the full cost of providing services, including without limitation operating expenses, maintenance costs, capital costs, debt service, reserves, and Administrative Expenses;
- B.** Maintain the financial integrity and creditworthiness of the District;

C. Comply with rate covenants and other requirements set forth in bond indentures, loan agreements, and other financing documents; and

D. Promote conservation and the efficient use of water resources.

III. Rate-Setting Process. The District shall adopt Service Charges in accordance with the notice and hearing requirements of Applicable Law. The District shall provide the City with at least [INSERT NOTICE PERIOD: e.g., sixty (60)] days' advance written notice of any proposed change in Service Charges that would affect the City.

IV. City's Rates. The Service Charges applicable to the City for water, wastewater, and reuse services shall be the same as the Service Charges applicable to other customers of the District in the same customer class. The City shall not receive preferential rates, discounts, or other special treatment, except to the extent that the City's usage characteristics or service requirements place it in a different customer class for which different rates are justified under sound utility ratemaking principles.

v. Billing and Payment. The District shall bill the City for services on a monthly basis in arrears. The City shall pay all undisputed amounts within thirty (30) days after receipt of an invoice. The City may dispute any charge in good faith by providing written notice to the District within fifteen (15) days after receipt of the invoice, specifying the basis for the dispute. The parties shall meet and confer in good faith to resolve any dispute. Pending resolution of any dispute, the City shall pay all undisputed amounts when due.

VI. Continuity of Service. Notwithstanding anything to the contrary in this Agreement, the District shall not discontinue or interrupt water or wastewater service to the City for any City facility that provides essential public services (including without limitation police, fire, emergency medical services, schools, hospitals, and government offices) except in the case of emergency or for scheduled maintenance of which the City has received at least [INSERT NOTICE PERIOD: e.g., seventy-two (72)] hours' advance written notice.

ARTICLE V — INDEMNIFICATION

I. Indemnification by District. Subject to the limitations set forth in this Article V, the District shall indemnify, defend, and hold harmless the City and its officers, officials, employees, agents, and representatives (collectively, the "City Indemnified Parties") from and against any and all Losses arising out of or relating to:

- A.** The ownership, operation, maintenance, or condition of the Utility Systems;
- B.** The provision of water, wastewater, or reuse services by the District on or after the Transfer Date;
- C.** The District's breach of any representation, warranty, covenant, or obligation under this Agreement;
- D.** The District's failure to comply with Applicable Law in connection with the Utility Systems or the provision of services on or after the Transfer Date;
- E.** Any Assumed Obligations; or
- F.** The acts or omissions of the District, the District Board, or any officer, employee, agent, contractor, or representative of the District in connection with the Utility Systems or the provision of services on or after the Transfer Date;

provided, however, that the District shall not be obligated to indemnify any City Indemnified Party to the extent that any such Losses result from the gross negligence, willful misconduct, or breach of this Agreement by such City Indemnified Party.

II. Procedures.

- A. Notice.** A party seeking indemnification under this Article V (an "Indemnified Party") shall promptly notify the party from whom indemnification is sought (an "Indemnifying Party") in writing of any claim, action, proceeding, or demand for which indemnification is sought, together with reasonably detailed information concerning the nature and basis of such claim. Failure to provide such notice shall not relieve the Indemnifying Party of its indemnification

obligations hereunder except to the extent that the Indemnifying Party is materially prejudiced by such failure.

B. Defense. The Indemnifying Party shall have the right, at its option and expense, to assume the defense of any third-party claim, action, or proceeding for which indemnification is sought, with counsel reasonably acceptable to the Indemnified Party. If the Indemnifying Party assumes such defense, the Indemnified Party shall have the right to participate in such defense at its own expense. The Indemnifying Party shall not settle any claim without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, conditioned, or delayed, unless such settlement includes a full and unconditional release of the Indemnified Party.

III. Cooperation. The Indemnified Party shall cooperate fully with the Indemnifying Party in the defense of any claim for which indemnification is sought, including without limitation providing access to records and personnel and executing documents as reasonably requested by the Indemnifying Party.

IV. Limitations on Indemnification.

A. Sovereign Immunity. Nothing in this Agreement shall be deemed a waiver of sovereign immunity by the City, the County, or the District beyond the extent permitted by Section 768.28, Florida Statutes. The indemnification obligations set forth in this Article V are subject to the limitations and procedures of Section 768.28, Florida Statutes, and shall not be construed as consent by any party to be sued or as a waiver of sovereign immunity beyond the limits established by Florida law.

B. No Consequential Damages. Notwithstanding anything to the contrary in this Agreement, no party shall be liable to any other party for indirect, special, incidental, punitive, or consequential damages, including without limitation loss of revenues, profits, or business opportunities, whether arising in contract, tort, or otherwise, except to the extent that such damages are recovered by a third party in a claim for which indemnification is required under this Article V.

C. Exclusive Remedy. Except as otherwise expressly provided in this Agreement, the indemnification provisions of this Article V shall be the sole and exclusive remedy of the Indemnified Parties for Losses arising out of the matters covered by such indemnification.

D. Survival. The indemnification obligation set forth in this Article V shall survive the expiration or termination of this Agreement and shall continue in full force and effect with respect to claims arising out of events occurring prior to such expiration or termination.

ARTICLE VI— PERMITS, LICENSES, CONTRACTS, AND OBLIGATIONS

I. Transfer and Assignment of Permits. On or before the Transfer Date, the City and the District shall cooperate fully to transfer or assign to the District, or to obtain in the District's name, all Permits necessary for the ownership, operation, maintenance, and improvement of the Utility Systems, including without limitation:

A. Transferable Permits. To the extent permitted by Applicable Law and the terms of the Permits, the City shall assign to the District all transferable Permits, and the City and the District shall jointly submit all notices, applications, and other documents required by the issuing Governmental Authority to effectuate such assignment.

B. Non-Transferable Permits. To the extent that any Permit is not transferable under Applicable Law or the terms of such Permit, the District shall apply for a new Permit in its own name, and the City shall cooperate fully with the District in connection with such application, including without limitation providing access to records and facilities, executing consents and authorizations, and providing technical information and support.

C. Continuation of Operations. Pending the transfer or issuance of Permits in the District's name, the City shall, to the extent permitted by Applicable Law, allow the District to operate under the City's existing Permits, and the City shall

remain the permittee of record but the District will indemnify per Article V and have all responsibility for compliance with such Permits in place of the City until such time as the Permits are transferred to or reissued in the name of the District.

- D. Costs.** All costs and expenses incurred in connection with the transfer, assignment, or issuance of Permits, including without limitation application fees, engineering studies, and legal fees, shall be borne by the District.

II. Assignment of Contracts. On or before the Transfer Date, the City shall assign to the District, to the extent assignable under their terms and Applicable Law, all contracts, agreements, leases, purchase orders, and other arrangements relating to the Utility Systems, as more particularly described in Schedule 3 hereto, including without limitation:

- A.** Operating and maintenance contracts;
- B.** Professional services agreements (engineering, legal, accounting, consulting);
- C.** Supply and procurement contracts;
- D.** Customer service agreements;
- E.** Interlocal agreements with other governmental entities; and
- F.** Easement agreements, license agreements, and rights-of-way agreements.

The City and the District shall jointly seek any required third-party consents to such assignments. To the extent that any contract is not assignable without consent and such consent is not obtained, the parties shall cooperate in good faith to establish alternative arrangements. The District agrees that it is assuming all contractual duties and obligations of the City after the Transfer Date.

III. Assumption of Loan and Bond Obligations. On the Transfer Date, the District shall assume and agree to pay, perform, and discharge when due all outstanding loan obligations and bond obligations of the City relating to the Utility Systems, including without limitation:

- A. FDEP State Revolving Fund Loans.** [INSERT DESCRIPTION OF SRF LOANS, WE SHOULD TRY TO INCLUDE ORIGINAL PRINCIPAL AMOUNT, OUTSTANDING BALANCE AS OF TRANSFER DATE, INTEREST RATE, MATURITY DATE, AND LOAN NUMBER, WE CAN ATTACH A SCHEDULE AS NEEDED]. The District shall execute an assumption agreement and such other documents as may be required by FDEP and the loan documents to effectuate the assumption.
- B. Revenue Bonds.** [INSERT DESCRIPTION OF REVENUE BONDS, ORIGINAL PRINCIPAL AMOUNT, OUTSTANDING BALANCE AS OF TRANSFER DATE, INTEREST RATE, MATURITY DATE, CUSIP NUMBERS, AND TRUSTEE]. The District shall execute a supplemental indenture or other documents as may be required by the bond trustee and the bond documents to effectuate the assumption.
- C. Other Debt.** [INSERT DESCRIPTION OF ANY OTHER LOANS, NOTES, OR DEBT OBLIGATIONS].

The City shall cooperate fully with the District to obtain all consents, approvals, and authorizations required from lenders, bondholders, trustees, and other parties to effectuate the assumption of such obligations. All costs and expenses incurred in connection with such assumption, including without limitation legal fees, rating agency fees, and consent fees, shall be borne by the District.

IV. Mandatory Connection Requirement. The District specifically acknowledges and agrees that it shall comply with all mandatory connection requirements imposed by any loan agreement, bond indenture, or Permit to which the City is a party or by which the Utility Systems are bound, including without limitation the requirement that the District adopt and enforce, consistent with Applicable Law, a mandatory connection ordinance or resolution requiring the owner, tenant, or occupant of each building located on a lot or parcel of land that is served, or may reasonably be served, by the sewer system to connect such building to the sewer

system. The District shall adopt such mandatory connection ordinance or resolution within ninety (90) days after the Transfer Date.

V. Regulatory Compliance. The District shall comply with all requirements of Applicable Law relating to the ownership, operation, maintenance, and improvement of the Utility Systems, including without limitation all Environmental Laws, public health and safety requirements, water quality standards, wastewater discharge requirements, and reporting and recordkeeping obligations. The District shall maintain all Permits in good standing and shall timely submit all reports, notifications, and other documents required by Governmental Authorities.

VI. City Cooperation. Following the Transfer Date, the City shall reasonably cooperate with the District in connection with regulatory and permitting matters, including without limitation:

- A. Providing historical records, data, and information relating to the Utility Systems;
- B. Executing consents, authorizations, and certifications reasonably requested by Governmental Authorities;
- C. Providing testimony or affidavits in connection with permit applications or regulatory proceedings; and
- D. Assisting the District in responding to enforcement actions or claims relating to events occurring prior to the Transfer Date.

The District shall reimburse the City for reasonable staff time, out-of-pocket costs and expenses incurred by the City in providing such cooperation, in accordance with the reimbursement provisions of Article X hereof.

VII. District Cooperation. Following the Transfer Date, the City shall reasonably cooperate with the District in connection with regulatory and permitting matters, including without limitation:

- A. Providing access to historical records, data, and information relating to the Utility Systems turned over by the City to the District as needed;
- B. Executing consents, authorizations, and certifications reasonably requested by Governmental Authorities;
- C. Providing testimony or affidavits in connection with permit applications or regulatory proceedings; and
- D. Assisting the City in responding to enforcement actions or claims relating to events occurring prior to the Transfer Date.
- E. Coordinating at no cost with the City to ensure there is no conflict between City stormwater facilities, sanitation service or other City function being conducted in areas co-located with Utility improvements.

The City shall reimburse the District for reasonable staff time, out-of-pocket costs and expenses incurred by the District in providing such cooperation, in accordance with the reimbursement provisions of Article X hereof.

ARTICLE VII — EMPLOYEE RETENTION AND TRANSITION

- I. Offer of Employment.** On or before thirty (30) days prior to the Transfer Date, the District shall offer employment to all City Employees, on terms and conditions determined by the District in its sole discretion, subject to the minimum retention provisions of Section VII.II below. The District's offers of employment shall be in writing and shall specify the position, compensation, benefits, and other terms and conditions of employment.
- II. Minimum Retention Period.** For those City Employees who accept employment with the District and become Transferred Employees, the District agrees that it shall not terminate the employment of any Transferred Employee without cause during the period commencing on the Transfer Date and ending on December 1, 2028 (the "Minimum Retention Period"), except in the case of:

- A. Termination for cause (including but not limited to willful misconduct, gross negligence, insubordination, theft, fraud, conviction of a felony, or violation of District policies);
- B. Reduction in force due to elimination of positions for bona fide economic or operational reasons, provided that the District provides at least sixty (60) days' advance written notice to affected Transferred Employees and complies with all applicable employment laws; or
- C. Voluntary resignation, retirement, disability, or death of the Transferred Employee.

III. Florida Retirement System. The District acknowledges that Transferred Employees who are members of the Florida Retirement System shall continue their membership in FRS in accordance with Chapter 121, Florida Statutes, and the Enabling Act. The District shall be responsible for making all required employer contributions to FRS on behalf of Transferred Employees and for complying with all reporting and administrative requirements of FRS.

IV. Seniority and Accrued Benefits. The District shall recognize and credit Transferred Employees' years of service with the City for purposes of determining seniority, vacation accrual, and other benefits to the extent permitted by the District's personnel policies and Applicable Law. The City shall pay to each Transferred Employee, on or before the Transfer Date, all accrued but unused vacation, sick leave, and other leave balances to the extent required by the City's personnel policies and Applicable Law, and the District shall have no liability for such accrued leave balances.

V. No Third-Party Rights. Nothing in this Article VII shall create any third-party rights or enforceable obligations in favor of any City Employee or Transferred Employee, and no City Employee or Transferred Employee shall be a third-party beneficiary of this Agreement. The District shall have the sole and exclusive right to determine the terms and conditions of employment for all District employees, subject only to the minimum retention provisions of Section VII.II above and Applicable Law.

VI. City's Obligations. The City shall be responsible for all compensation, benefits, and other obligations owed to City Employees for periods prior to the Transfer Date, including without limitation salary, wages, bonuses, accrued leave, retirement contributions, health insurance, workers' compensation, unemployment compensation, and any other employee benefits. The City shall timely pay all such obligations and shall indemnify and hold harmless the District from any claims by City Employees relating to periods prior to the Transfer Date.

ARTICLE VIII — RIGHTS-OF-WAY AND COOPERATION

I. Use of Rights-of-Way. The District is hereby authorized to construct, install, operate, maintain, repair, replace, and remove water mains, sewer mains, service lines, meters, valves, hydrants, lift stations, and other utility facilities and appurtenances (collectively, "Utility Facilities") in, on, over, under, across, and along any public Right-of-Way owned or controlled by the City or the County, subject to the notice and coordination requirements set forth in this Article VIII.

II. Notice and Permit Requirements.

A. Routine Maintenance and Repairs. The District may perform routine maintenance, repairs, and emergency work on existing Utility Facilities located in City or County Rights-of-Way without prior notice or permit, provided that the District notifies the City or County, as applicable, within twenty-four (24) hours after commencing such work and restores the Right-of-Way to its prior condition as soon as practicable.

B. New Construction and Major Work. For any new construction, replacement, or major modification of Utility Facilities in City or County Rights-of-Way (other than emergency work), the District shall:

1. Provide at least thirty (30) days advance written notice to the City or County, as applicable, describing the nature, location, and schedule of the proposed work;

2. Obtain any required Right-of-Way permit or other authorization from the City or County in accordance with applicable ordinances and regulations; and

3. Coordinate the work with the City or County to minimize disruption to traffic, other utilities, and the public.

C. Emergency Work. In the event of an emergency requiring immediate work to protect public health, safety, or welfare, or to prevent significant property damage or service interruption, the District may commence work without prior notice or permit, provided that the District notifies the City or County, as applicable, as soon as practicable and, in any event, within twenty-four (24) hours after commencing such work.

III. Restoration and Compliance. The District shall, at its sole cost and expense:

A. Restore all Rights-of-Way disturbed by the District's work to their prior condition, or to such other condition as may be required by the City or County;

B. Comply with all applicable City and County ordinances, regulations, and standards relating to work in Rights-of-Way, including without limitation traffic control, erosion control, utility coordination and pavement restoration requirements;

C. Obtain and comply with all required permits and authorizations from the City, County, and other Governmental Authorities; and

D. Indemnify, defend, and hold harmless the City and County from any claims arising out of the District's work in Rights-of-Way, subject to the limitations set forth in Article V hereof.

IV. Coordination with Other Work. The City and County shall provide the District with reasonable advance notice of any planned road construction, resurfacing, utility relocations, or other work in Rights-of-Way that may affect the District's Utility Facilities, and the parties shall coordinate such work to minimize conflicts, costs, and disruptions.

V. Relocation. If the City or County requires the District to relocate Utility Facilities to accommodate a public improvement project, the District shall relocate such facilities at the District's sole cost and expense, unless (i) the City or County has agreed in writing to reimburse the District for some or all of the relocation costs, or (ii) Applicable Law requires the City or County to bear such costs.

VI. County Participation. Franklin County, by execution of this Agreement, acknowledges and consents to the provisions of this Article VIII and agrees to cooperate with the City and the District in implementing such provisions with respect to County Rights-of-Way.

ARTICLE IX — CAPITAL IMPROVEMENT PLAN

I. Preparation and Submission. Commencing with the District's first full fiscal year following the Transfer Date, and annually thereafter, the District shall prepare and submit to the City a comprehensive five-year Capital Improvement Plan for the Utility Systems. The CIP shall be submitted to the City no later than ninety (90) days prior to the beginning of the District's fiscal year].

II. Contents of CIP. The CIP shall include, at a minimum:

- A.** A description of each proposed capital project, including the nature, scope, and location of the project;
- B.** The estimated cost of each project and the proposed source of funding;
- C.** The proposed schedule for design, permitting, construction, and completion of each project;
- D.** An analysis of the need for and benefits of each project;
- E.** A demonstration of consistency with the City Comprehensive Plan and the City LDC; and
- F.** Such other information as the City may reasonably request.

III. City Review. The City shall review the CIP for consistency with the City Comprehensive Plan and the City LDC. Within forty-five (45) days after receipt

of the CIP, the City shall notify the District in writing of any inconsistencies or concerns. The District shall consider the City's comments and shall modify the CIP as necessary to achieve consistency with the City Comprehensive Plan and the City LDC, or shall provide a written explanation of why modification is not necessary or feasible.

IV. No Approval Requirement. Nothing in this Article IX shall be construed as requiring the City's approval of the CIP or any capital project included therein. The District shall have sole authority to approve, modify, and implement capital projects, subject to the requirements of Applicable Law and the District's obligations under this Agreement.

V. Updates. The District shall promptly notify the City of any material changes to the CIP during the fiscal year, including the addition, deletion, or substantial modification of capital projects.

ARTICLE X — POST-TRANSFER TRANSITION SUPPORT AND REIMBURSEMENT

I. Transition Services. For a period of twelve (12) months following the Transfer Date (the "Transition Period"), the City shall provide reasonable transitional support and assistance to the District to facilitate the orderly transfer and assumption of the Utility Systems, including without limitation:

- A.** Access to City personnel with knowledge of the Utility Systems for consultation and training;
- B.** Assistance in locating and interpreting historical records, drawings, and documentation;
- C.** Technical support in operating and maintaining specialized equipment or systems;
- D.** Assistance in transitioning customer accounts, billing systems, and customer service functions; and

- E. Such other support and assistance as the District may reasonably request and the City reasonably agrees to provide.

II. Reimbursement for Post-Transfer Transition Services.

A. Extended Transition Services. If the District requests transition services or if extraordinary transition efforts are required due to unforeseen circumstances, the District shall reimburse the City for the reasonable and documented costs incurred by the City in providing such services, including without limitation:

1. Direct labor costs (salary and benefits) of City employees providing services, calculated at the employees' regular hourly rates plus applicable benefits;
2. Reasonable overhead costs allocated to such services, not to exceed fifteen percent (15%) of direct labor costs;
3. Direct out-of-pocket expenses incurred by the City, including without limitation consultant fees, materials, travel, and other costs directly attributable to the provision of transition services; and
4. Such other costs as the parties may mutually agree in writing.

III. Invoicing and Payment. The City shall invoice the District monthly for reimbursable transition costs, accompanied by reasonably detailed documentation supporting such costs. The District shall pay all undisputed amounts within thirty (30) days after receipt of an invoice. The District may dispute any charge in good faith by providing written notice to the City within fifteen (15) days after receipt of the invoice, specifying the basis for the dispute. The parties shall meet and confer in good faith to resolve any dispute promptly.

IV. Limitation. Nothing in this Article X shall obligate the City to provide transition services indefinitely or to maintain staffing, resources, or expertise beyond the Transition Period for the purpose of supporting the District. The District acknowledges that it is solely responsible for acquiring and maintaining the personnel, expertise, and resources necessary to operate the Utility Systems during the Transition Period.

ARTICLE XI — RIGHT OF FIRST REFUSAL

I. Grant of Right. The District hereby grants to the City a right of first refusal (the "Right of First Refusal") to:

- A. Asset Acquisition.** Purchase or otherwise acquire any material assets of the Utility Systems that the District proposes to sell, transfer, or otherwise dispose of to a third party, other than dispositions in the ordinary course of business (such as the sale of obsolete or surplus equipment or materials); and
- B. Service Territory.** Provide water and/or sewer services to any portion of the District Service Area in the event of Dissolution of the District.

II. Exercise of Right — Asset Acquisition.

- A. Notice.** If the District proposes to sell, transfer, or otherwise dispose of any material asset of the Utility Systems to a third party (other than a disposition in the ordinary course of business), the District shall provide written notice to the City (the "Asset Offer Notice") describing the asset, the proposed purchase price or other consideration, the proposed purchaser or transferee, and all other material terms and conditions of the proposed transaction.
- B. City's Election.** The City shall have sixty (60) days from receipt of the Asset Offer Notice (the "Asset Election Period") to notify the District in writing of the City's election to purchase or acquire the asset on the same terms and conditions subject to adjustment for inflation as they were acquired by the District. Any purchase monies paid to the District by the City will be subject to adjustment for inflation during the period of ownership by the District.
- C. Closing.** If the City timely elects to exercise its Right of First Refusal, the parties shall close the transaction within ninety (90) days after the expiration of the Asset Election Period, or such other period as the parties may mutually agree.

D. Third-Party Sale. If the City does not timely exercise its Right of First Refusal, or if the City elects not to exercise such right, the District may proceed to sell or transfer the asset to the third party.

III. Exercise of Right — Dissolution.

A. Notice. If the District determines to pursue Dissolution, the District shall provide written notice to the City (the "Dissolution Notice") at least one hundred eighty (180) days prior to the proposed effective date of Dissolution, describing the proposed plan of Dissolution and the proposed disposition of the Utility Systems and other assets of the District. XI.II.B.

B. City's Election. The City shall have ninety (90) days from receipt of the Dissolution Notice (the "Dissolution Election Period") to notify the District in writing of the City's election to:

1. Acquire all or any portion of the assets of the Utility Systems;
2. Assume responsibility for providing water and/or sewer services to all or any portion of the District Service Area; or
3. Both of the foregoing.

C. Terms and Negotiation. If the City timely elects to exercise its Right of First Refusal, the parties shall negotiate in good faith the terms and conditions upon which the City shall acquire assets and/or assume service responsibilities, including without limitation re-purchase price, assumption of liabilities, transition of employees, transfer of permits, and other matters. Such terms shall be memorialized in a definitive agreement executed by both parties in the same manner as section XI.II.B. above.

D. Closing. The parties shall close the transaction contemplated by the definitive agreement within one hundred eighty (180) days after execution of such agreement, or such other period as the parties may mutually agree.

E. Disposition to Others. If the City does not timely exercise its Right of First Refusal, within one hundred twenty (120) days after expiration of the Dissolution Election Period, the District may proceed to dispose of its assets

and wind up its affairs in accordance with Applicable Law and the plan of Dissolution, provided that the District shall give preference to other public entities over private entities in disposing of the Utility Systems.

IV. Survival. The provisions of this Article XI shall survive the expiration or earlier termination of this Agreement and shall remain in full force and effect until the Dissolution of the District or the transfer of all assets of the Utility Systems.

ARTICLE XII — INTERLOCAL SERVICE BOUNDARIES

I. Recognition of Boundaries. The parties acknowledge and agree that Section 171.203, Florida Statutes, governs interlocal service boundary agreements and is intended to avoid disputes and costly litigation regarding the provision of services in areas where the service areas of two or more units of local government overlap or are adjacent.

II. District Service Area. The District Service Area is established pursuant to the Enabling Act and includes the City service area as of December 1, 2026. The parties agree that the District has the exclusive right and responsibility to provide water and sewer services within the District Service Area, subject to the terms of this Agreement and Applicable Law.

III. City Limitations. The City agrees that, following the Transfer Date, it shall not provide water or sewer services within the District Service Area, except as may be specifically authorized by the District or required by Applicable Law. The City further agrees that it shall not extend water or sewer service to any property located outside the current City limits but within the District Service Area without the prior written consent of the District, which consent may be withheld in the District's sole discretion.

IV. District Limitations. The District agrees that it shall not provide water or sewer services to any property located outside the District Service Area without complying with the requirements of Section 171.203, Florida Statutes, which may include obtaining the consent of the City or County if such property is within a City or County service area or potential service area.

V. Annexation. In the event that the City annexes territory that is located within the District Service Area, the District shall continue to have the right and responsibility to provide water and sewer services to such annexed territory, unless the City and the District agree otherwise in writing. Any such agreement shall comply with the requirements of Section 171.203, Florida Statutes.

VI. Dispute Resolution. Any dispute between the City and the District regarding service boundaries, service areas, or the provision of services shall be resolved in accordance with the dispute resolution procedures set forth in Article XIII hereof and Section 171.203, Florida Statutes.

ARTICLE XIII — DISPUTE RESOLUTION

I. Informal Resolution. In the event of any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, or invalidity thereof (a "Dispute"), the parties shall first attempt to resolve the Dispute informally through good faith negotiations between authorized representatives of the parties. Either party may initiate such negotiations by providing written notice to the other party describing the Dispute in reasonable detail.

II. Mediation. If the parties are unable to resolve the Dispute through informal negotiations within thirty (30) days after delivery of the notice described in Section XIII.I, the parties agree to submit the Dispute to non-binding mediation in accordance with Chapter 164, Florida Statutes (the "Florida Governmental Conflict Resolution Act"). The parties shall jointly select a qualified mediator and shall share equally the costs of mediation. The mediation shall be conducted in Franklin County, Florida, unless the parties agree otherwise.

III. Litigation. If the parties are unable to resolve the Dispute through mediation within thirty (30) days following the conclusion of the mediation proceedings, or if either party declines to participate in mediation, either party may commence litigation to resolve the Dispute. Any such litigation shall be filed

in the Circuit Court in and for Franklin County, Florida, and the parties hereby consent to the exclusive jurisdiction and venue of such court.

IV. Continued Performance. Except as otherwise expressly provided in this Agreement, the parties shall continue to perform their respective obligations under this Agreement during the pendency of any Dispute, unless and until this Agreement is terminated in accordance with its terms.

v. Costs and Attorneys' Fees. In any litigation or other proceeding to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its reasonable costs and attorneys' fees from the non-prevailing party.

ARTICLE XIV — TERM AND TERMINATION

I. Term. This Agreement shall commence on the Effective Date and, unless earlier terminated in accordance with this Article XIV, shall continue in full force and effect for an initial term of thirty (30) years from the Transfer Date (the "Initial Term"). Upon the expiration of the Initial Term, this Agreement shall automatically renew for successive five (5)-year terms (each, a "Renewal Term"), unless either party provides written notice of non-renewal to the other party at least one hundred eighty (180) days prior to the expiration of the then-current term.

II. Termination for Cause. Either party may terminate this Agreement for cause upon written notice to the other party if:

A. The other party materially breaches any representation, warranty, covenant, or obligation under this Agreement and fails to cure such breach within sixty (60) days after receipt of written notice thereof (or such longer period as may be reasonably required to cure such breach, provided that the breaching party commences cure within such sixty (60)-day period and diligently pursues cure to completion); or

- B.** The other party becomes insolvent, makes a general assignment for the benefit of creditors, files or has filed against it a petition in bankruptcy or for reorganization or for the adoption of an arrangement under any bankruptcy or insolvency law, or a receiver or trustee is appointed for the other party or for a substantial part of its property and such appointment is not vacated within sixty (60) days.

III. Effect of Termination.

- A. Accrued Rights and Obligations.** Termination or expiration of this Agreement shall not affect any rights or obligations of the parties that have accrued prior to the effective date of termination or expiration, including without limitation any Financial Obligations, indemnification obligations, or other obligations that by their terms survive termination or expiration.
- B. Continuing Obligations.** The provisions of Articles V (Indemnification), XI (Right of First Refusal), XIII (Dispute Resolution), and XV (Miscellaneous) shall survive the expiration or termination of this Agreement.
- C. Transition.** Upon termination of this Agreement, the parties shall cooperate in good faith to ensure an orderly transition, including but not limited to the transfer of records, data, and information, the return of property, and the wind-up of any ongoing matters.

- IV. No Unilateral Termination.** Notwithstanding anything to the contrary in this Agreement, neither party may terminate this Agreement without cause or for convenience.

ARTICLE XV — MISCELLANEOUS PROVISIONS

- I. Notices.** All notices, consents, approvals, demands, requests, and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given and received:
- A.** On the date of delivery, if delivered personally or by confirmed facsimile or electronic mail transmission;

- B.** On the first business day following the date of deposit, if sent by a nationally recognized overnight courier service; or
- C.** On the third business day following the date of mailing, if mailed by certified or registered mail, return receipt requested, postage prepaid.

All notices shall be addressed as follows:

If to the City:

City	of	Apalachicola
Attention:	City	Manager
1	Bay	Avenue
Apalachicola,	Florida	32328
Email:		

With a copy to:

City Attorney
Daniel W. Hartman
PO Box 10910
Tallahassee, FL 32302
Email: dan@fllegalteam.com

If to the District:

Apalachicola Water and Sewer District
Attention: Executive Director or Board Chair]
[INSERT DISTRICT ADDRESS]
Email: [INSERT EMAIL ADDRESS]

With a copy to:

[INSERT DISTRICT ATTORNEY NAME AND ADDRESS]

If to the County:

Franklin County Board of County Commissioners
Attention: County Administrator

Email: [INSERT EMAIL ADDRESS]

With a copy to:

[INSERT COUNTY ATTORNEY NAME AND ADDRESS]

Either party may change its address for notice by providing written notice to the other party in accordance with this Section XV.I.

II. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to conflicts of law principles. Venue for any action or proceeding arising out of or relating to this Agreement shall be in the Circuit Court in and for Franklin County, Florida.

III. Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Neither party may assign, delegate, or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party, except that the District may, without consent, assign its rights and obligations hereunder to a successor entity in the event of a merger, consolidation, or reorganization of the District authorized by law.

IV. Amendments. This Agreement may not be amended, modified, or supplemented except by a written instrument executed by duly authorized representatives of both parties and, if required by Applicable Law, approved by resolution or ordinance of the governing bodies of the parties.

V. Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the waiver is sought to be enforced. No failure or delay by either party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

VI. Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be deemed severed from this Agreement, and the remaining provisions shall continue in full force and effect to the maximum extent permitted by law, provided that the severance of such provision does not materially alter the rights and obligations of the parties or frustrate the fundamental purpose of this Agreement.

VII. No Third-Party Beneficiaries. This Agreement is solely for the benefit of the parties hereto, and no provision of this Agreement shall create any right in or benefit to any third party, including without limitation any employee, customer, contractor, or other person or entity. No third party shall have standing to enforce any provision of this Agreement.

VIII. Sovereign Immunity. Nothing in this Agreement shall be deemed a waiver of sovereign immunity by the City, the County, or the District beyond the limits of Section 768.28, Florida Statutes. Each party expressly reserves all immunities, defenses, rights, and protections available to it under the constitution and laws of the State of Florida.

IX. Counterparts; Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Execution and delivery of this Agreement by electronic transmission of a signed signature page shall be as effective as execution and delivery of a manually signed original.

X. Authority and Representations. Each party represents and warrants that:

- A.** It has full power and authority to enter into and perform this Agreement;
- B.** The execution, delivery, and performance of this Agreement have been duly authorized by all necessary action of its governing body;
- C.** This Agreement constitutes a legal, valid, and binding obligation of such party, enforceable against it in accordance with its terms, subject to applicable

bankruptcy, insolvency, reorganization, moratorium, and similar laws affecting creditors' rights generally and to general principles of equity; and

- D.** The execution, delivery, and performance of this Agreement do not and will not violate any provision of law, regulation, order, judgment, or decree applicable to such party, or any agreement or instrument to which such party is a party or by which it is bound.

XI. Further Assurances. Each party agrees to execute and deliver such additional documents and instruments and to take such further actions as may be reasonably necessary or appropriate to effectuate the purposes and intent of this Agreement.

XII. Recording. This Agreement, or a short-form memorandum hereof, shall be recorded in the Official Records of Franklin County, Florida, as required by Section 163.01(11), Florida Statutes. The District shall be responsible for recording and shall pay all recording costs.

ARTICLE XVI — SIGNATURE BLOCKS AND EXECUTION

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year first written above.

CITY OF APALACHICOLA, FLORIDA

By: _____

Name: Brenda Ash

Title: Mayor

Date: _____

ATTEST:

By: _____

Name: Sheneidra Cummings

Title: City Clerk

APPROVED AS TO FORM AND CONTENT:

By: _____

Name: Daniel W. Hartman

Title: City Attorney

APALACHICOLA WATER AND SEWER DISTRICT, FLORIDA

By: _____

Name: [INSERT CHAIR OR EXECUTIVE DIRECTOR NAME]

Title: [INSERT TITLE: Chair of the Board or Executive Director]

Date: _____

ATTEST:

By: _____

Name: [INSERT SECRETARY NAME]

Title: Secretary

APPROVED AS TO FORM AND CONTENT:

By: _____

Name: [INSERT DISTRICT ATTORNEY NAME]

Title: District Counsel

FRANKLIN COUNTY, FLORIDA

(Solely for purposes of Articles VIII and IX)

By: _____

Name: Ricky Jones

Title: Chair, Board of County Commissioners

Date: _____

ATTEST:

By: _____

Name: Michelle Maxwell

Title: Clerk of the Circuit Court and Comptroller

APPROVED AS TO FORM AND CONTENT:

By: _____

Name: Thomas Michael Shuler

Title: County Attorney

ACKNOWLEDGMENTS

STATE OF FLORIDA

COUNTY OF FRANKLIN

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2026, by **Brenda Ash**, as Mayor of the City of Apalachicola, Florida, a Florida municipal corporation, on behalf of the corporation. She is personally known to me or has produced _____ as identification.

Notary Public, State of Florida

Name: _____

Commission No.: _____

My Commission Expires: _____

STATE OF FLORIDA

COUNTY OF FRANKLIN

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2026, by [INSERT NAME], as [INSERT TITLE] of the Apalachicola Water and Sewer District, Florida, an independent special district, on behalf of the District. He/She is personally known to me or has produced _____ as identification.

Notary Public, State of Florida

Name: _____

Commission No.: _____

My Commission Expires: _____

STATE OF FLORIDA

COUNTY OF FRANKLIN

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2026, by [INSERT NAME], as Chair of the Board of County Commissioners of Franklin

County, Florida, a political subdivision of the State of Florida, on behalf of the County. He/She is personally known to me or has produced _____ as identification.

Notary Public, State of Florida

Name: _____

Commission No.: _____

My Commission Expires: _____

EXHIBITS AND SCHEDULES

EXHIBIT A — FORM OF BILL OF SALE AND ASSIGNMENT

BILL OF SALE, ASSIGNMENT, AND ASSUMPTION AGREEMENT

THIS BILL OF SALE, ASSIGNMENT, AND ASSUMPTION AGREEMENT (this "Bill of Sale") is made and entered into as of December 1, 2026 (the "Transfer Date"), by and between the **CITY OF APALACHICOLA, FLORIDA**, a Florida municipal corporation ("Assignor"), and the **APALACHICOLA WATER AND SEWER DISTRICT, FLORIDA**, an independent special district ("Assignee").

RECITALS

WHEREAS, Assignor and Assignee have entered into that certain Interlocal Agreement dated as of [INSERT DATE], 2026 (the "Interlocal Agreement"), pursuant to which Assignor has agreed to transfer to Assignee, and Assignee has agreed to accept and assume, certain assets, properties, rights, and obligations relating to the water and sewer utility systems owned and operated by Assignor; and

WHEREAS, this Bill of Sale is executed and delivered pursuant to the Interlocal Agreement to effectuate such transfer and assumption.

TRANSFER AND ASSIGNMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, transfers, assigns, conveys, and delivers to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following (collectively, the "Transferred Assets"):

- I.** All Personal Property described in Schedule 2 to the Interlocal Agreement, including all machinery, equipment, vehicles, tools, supplies, inventory, spare parts, computers, software, contract rights, customer lists, records, data, books, and accounts;
- II.** All Permits described in Schedule 4 to the Interlocal Agreement, to the extent transferable;
- III.** All contracts, agreements, leases, and arrangements described in Schedule 3 to the Interlocal Agreement, to the extent assignable;
- IV.** All books, records, files, drawings, plans, specifications, and other documents relating to the Utility Systems; and
- V.** All other tangible and intangible personal property, assets, rights, and interests of Assignor relating to the Utility Systems, excluding only the Real Property (which is conveyed by separate Deed or Ground Lease).

ASSUMPTION OF OBLIGATIONS

Assignee hereby assumes and agrees to pay, perform, and discharge when due all of the Assumed Obligations as defined in and in accordance with the Interlocal Agreement, including without limitation all debt obligations, contractual obligations, regulatory obligations, and other liabilities of Assignor relating to the Utility Systems arising on or after the Transfer Date.

AS-IS TRANSFER

THE TRANSFERRED ASSETS ARE TRANSFERRED AND ACCEPTED "AS IS, WHERE IS" WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, EXCEPT AS EXPRESSLY SET FORTH IN THE INTERLOCAL AGREEMENT.

GOVERNING LAW

This Bill of Sale shall be governed by and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Bill of Sale as of the Transfer Date.

CITY OF APALACHICOLA, FLORIDA

By: _____

Name: Brenda Ash

Title: Mayor

APALACHICOLA WATER AND SEWER DISTRICT, FLORIDA

By: _____

Name: [INSERT NAME]

Title: [INSERT TITLE]

EXHIBIT B — FORM OF SPECIAL WARRANTY DEED

SPECIAL WARRANTY DEED

THIS INDENTURE, made this ____ day of December, 2026, between the **CITY OF APALACHICOLA, FLORIDA**, a Florida municipal corporation, whose address is 1 Bay Avenue, Apalachicola, Florida 32328 (the "Grantor"), and the **APALACHICOLA WATER AND SEWER DISTRICT, FLORIDA**, an independent special district, whose address is [INSERT DISTRICT ADDRESS] (the "Grantee").

WITNESSETH, that Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey, and confirm unto Grantee, its successors and assigns forever, all of Grantor's right, title, and interest in and to the following described real property situated in Franklin County, Florida (the "Property"):

[INSERT LEGAL DESCRIPTION OR SEE EXHIBIT]

SUBJECT TO: taxes for the current year not yet due and payable; easements, rights-of-way, and restrictions of record that do not materially interfere with the use and

operation of the Property; and Permitted Encumbrances as defined in the Interlocal Agreement.

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

Grantor hereby covenants with Grantee that Grantor has not done, made, committed, executed, or suffered any act, matter, or thing whatsoever whereby the Property is or may be in any manner encumbered, except as stated above.

IN WITNESS WHEREOF, Grantor has caused this Deed to be executed as of the day and year first above written.

CITY OF APALACHICOLA, FLORIDA

By: _____

Name: Brenda Ash

Title: Mayor

ATTEST:

By: _____

Name: Sheneidra Cummings

Title: City Clerk

(Notary acknowledgment and recording information to follow)

EXHIBIT C — FORM OF GROUND LEASE

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (this “Lease”) is made and entered into as of [INSERT DATE], 2026, by and between the **CITY OF APALACHICOLA, FLORIDA**, a Florida municipal corporation (“Landlord”), and the **APALACHICOLA WATER AND SEWER DISTRICT, FLORIDA**, an independent special district (“Tenant”).

RECITALS

WHEREAS, Landlord and Tenant have entered into that certain Interlocal Agreement dated as of [INSERT DATE], 2026 (the “Interlocal Agreement”); and

WHEREAS, pursuant to the Interlocal Agreement, Landlord has agreed to lease to Tenant, and Tenant has agreed to lease from Landlord, certain real property for use in connection with the operation of water and sewer utility systems.

LEASE PROVISIONS

- X. Demised Premises.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the real property described in Exhibit D to the Interlocal Agreement (the “Premises”).
- II. Term.** The initial term of this Lease shall be fifty (50) years], commencing on December 1, 2026 and expiring on December 1, 2076. Tenant shall have two (2) option(s) to renew for additional 20 year term(s) upon written notice to Landlord at least 180 days prior to expiration.
- III. Rent.** Tenant shall pay annual rent in the amount of \$[INSERT AMOUNT] (the “Base Rent”), payable in advance on [INSERT PAYMENT DATE] of each year. Base Rent shall be adjusted [INSERT ADJUSTMENT MECHANISM AND FREQUENCY].
- IV. Use.** The Premises shall be used solely for water and sewer utility purposes and related activities.
- V. Maintenance and Repairs.** Tenant shall maintain the Premises in good condition and repair at Tenant’s sole cost and expense.
- VI. Insurance.** Tenant shall maintain One Million (\$1,000,000.00) dollars of general liability which includes City as an additional insured. Further the District shall fully insure all improvements on the leased property against loss or damage sufficient to fund a full restoration of the same.
- VII. Assignment and Subletting.** Tenant may not assign this Lease or sublet the Premises without Landlord’s prior written consent, except as provided in the Interlocal Agreement.
- VIII. Default and Remedies.** [INSERT DEFAULT AND REMEDIES PROVISIONS CONSISTENT WITH INTERLOCAL AGREEMENT, NEED TO DISCUSS AND AGREE ON REMEDIES].
- IX. Governing Law.** This Lease shall be governed by the laws of the State of Florida.

X. Incorporation of Interlocal Agreement. The terms and conditions of the Interlocal Agreement are hereby incorporated by reference, and in the event of any conflict between this Lease and the Interlocal Agreement, the Interlocal Agreement shall control.

(Additional lease provisions to be inserted as appropriate.)

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

(Signature blocks to follow)

EXHIBIT D — LEGAL DESCRIPTIONS OF REAL PROPERTY

INSERT COMPLETE LEGAL DESCRIPTIONS OF ALL REAL PROPERTY PARCELS COMPRISING THE UTILITY SYSTEMS, INCLUDING:

- Water treatment plants and facilities
- Wastewater treatment plants and facilities
- Pumping stations and lift stations
- Storage tanks and reservoirs
- Wells and wellfields
- Administrative and operations buildings
- Easements and rights-of-way
- Other real property used in connection with the Utility Systems

Legal descriptions to be provided by survey and title work.

EXHIBIT E — FORM OF PROMISSORY NOTE

To be inserted if Purchase Price is payable in installments

PROMISSORY NOTE

\$(INSERT PRINCIPAL AMOUNT) [INSERT DATE], 2026

FOR VALUE RECEIVED, the **APALACHICOLA WATER AND SEWER DISTRICT, FLORIDA**, an independent special district (the "Maker"), promises to pay to the **CITY OF APALACHICOLA, FLORIDA**, a Florida municipal corporation (the "Payee"), or order, the principal sum of [INSERT AMOUNT] DOLLARS (\$[INSERT AMOUNT]), together with interest on the unpaid principal balance from time to time outstanding at the rate of [INSERT INTEREST RATE] percent ([INSERT]%) per annum.

Principal and interest shall be payable in [INSERT NUMBER] equal [INSERT FREQUENCY: e.g., annual] installments of \$[INSERT AMOUNT] each,

commencing on [INSERT DATE] and continuing on the same day of each [INSERT PERIOD] thereafter until the principal and all accrued interest are paid in full.

[INSERT ADDITIONAL TERMS: prepayment, default provisions, acceleration, security, etc.]

This Note shall be governed by the laws of the State of Florida.

APALACHICOLA WATER AND SEWER DISTRICT, FLORIDA

By: _____

Name: [INSERT NAME]

Title: [INSERT TITLE]

SCHEDULE 1 — REAL PROPERTY

INSERT DETAILED LIST AND DESCRIPTION OF ALL REAL PROPERTY
PARCELS BEING TRANSFERRED OR LEASED, INCLUDING:

- Parcel identification numbers
- Addresses
- Acreage
- Facility type and description
- Current use
- Reference to legal descriptions in Exhibit D

SCHEDULE 2 — PERSONAL PROPERTY

INSERT DETAILED INVENTORY OF PERSONAL PROPERTY BEING
TRANSFERRED, INCLUDING:

- Machinery and equipment (with serial numbers, model numbers, and condition)
- Vehicles (with VIN, make, model, year)
- Tools and supplies
- Computers and software
- Office furniture and fixtures
- Inventory and spare parts
- Intangible property (customer lists, intellectual property, data)
- Books and records

SCHEDULE 3 — CONTRACTS AND AGREEMENTS

INSERT LIST OF ALL CONTRACTS, AGREEMENTS, LEASES, AND OTHER
ARRANGEMENTS BEING ASSIGNED TO THE DISTRICT, INCLUDING:

- Contract name and description
- Parties
- Effective date and term
- Subject matter
- Whether assignable or consent required
- Key terms and conditions

SCHEDULE 4 — PERMITS AND LICENSES

INSERT LIST OF ALL PERMITS, LICENSES, APPROVALS, AND
AUTHORIZATIONS RELATING TO THE UTILITY SYSTEMS, INCLUDING:

- Permit name and number
- Issuing authority
- Issue date and expiration date
- Whether transferable or new permit required
- Key permit conditions and limitations]

Examples to include:

- Water use permits (consumptive use permits from Water Management District)

- Wastewater discharge permits (NPDES permits from FDEP)
- Drinking water operating permits
- Construction permits
- Operating licenses

SCHEDULE 5 — ASSUMED OBLIGATIONS

INSERT DETAILED DESCRIPTION OF ALL DEBT OBLIGATIONS, CONTRACTUAL OBLIGATIONS, AND OTHER LIABILITIES BEING ASSUMED BY THE DISTRICT, INCLUDING:

I. FDEP State Revolving Fund Loans:

- Loan number, original principal amount, current outstanding balance, interest rate, maturity date, payment schedule, and summary of key loan covenants

II. Revenue Bonds:

- Bond series, original principal amount, current outstanding balance, interest rate, maturity date, trustee, CUSIP numbers, and summary of key bond covenants

III. Other Loans and Debt Obligations:

- Description, lender, terms

IV. Contractual Obligations:

- Obligations under assigned contracts

v. Regulatory Obligations:

- Permit compliance obligations, consent orders, administrative orders

VI. Other Liabilities:

- Any other assumed liabilities

SCHEDULE 6 — CITY EMPLOYEES

INSERT LIST OF ALL CITY EMPLOYEES EMPLOYED FOR THE PURPOSE
OF OPERATING AND MAINTAINING THE UTILITY SYSTEMS AS OF THE
TRANSFER DATE, INCLUDING:

- Employee name
- Position/job title
- Department
- Hire date
- Current salary/wage
- Full-time or part-time status
- FRS membership status
- Accrued leave balances

This information shall be updated immediately prior to the Transfer Date to reflect current status.

A Workshop of the City Commission of the City of Apalachicola was held on Tuesday, August 25, 2026 at 6:00 PM at the Commission Meeting Room located at 74 6th Street, Apalachicola, FL.

Present: Mayor Brenda Ash, Commissioner Despina George, Commissioner Donna Knutson, Commissioner Donna Duncan, Commissioner Adriane Elliott, City Manager Charles Anderson, Finance Director Lee Mathes, Chief of Police Chase Richards, Staff Shelly Toluba

Mayor Ash opened workshop.

AGENDA ADOPTION

Motion to adopt agenda made by Commissioner Duncan, seconded by Commissioner Knutson. Motion carried 5 to 0.

PUBLIC COMMENT

Jerry Hurley, Library Board Chair, addressed Library fees.

No further public comments.

FY 26/27 BUDGET DISCUSSION – DRAFT 3

Finance Director Lee Mathes and City Manager Charles Anderson outlined budget and fee schedule changes from Draft 2 to Draft 3.

Discussion held addressing department training/professional development line items, Public Works salary adjustment, golf cart fees, notary fees, tree permit fees for permits obtained after work started, Capital Improvement Fund projects, and policies regarding building reserve and Capital Improvement Fund.

Finance Director Mathes stated the first budget public hearing will be held on September 15th at 6PM in the Commission Meeting Room.

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

Brenda Ash, Mayor

Lee Mathes, Finance Director

A Regular Meeting of the City Commission of the City of Apalachicola was held on Tuesday, September 8, 2026 at 6:00 PM at the Commission Meeting Room located at 74 6th Street, Apalachicola, Florida.

Present: Mayor Brenda Ash, Commissioner Despina George, Commissioner Donna Knutson, Commissioner Donna Duncan, Commissioner Adriane Elliott, City Manager Charles Anderson, City Attorney Dan Hartman, Finance Director/Interim City Clerk Lee Mathes, Chief of Police Chase Richards

Regular meeting opened by Mayor Ash followed by invocation and pledge of allegiance.

AGENDA ADOPTION

Motion to adopt agenda made by Commissioner Knutson, seconded by Commissioner George.
Motion carried 5 to 0.

PUBLIC COMMENT

Catie Greene – Ms. Greene stated that the Apalachicola Historical Society would like to place a bench in Chestnut Cemetery honoring Delores Roux.

Matter will be discussed during Mayor and Commission comments.

ARPC CONTRACT

Susan Keith expressed concern regarding City records that ARPC holds, and if the City would be charged for those records should City staff requests any of the records.

City Manager Anderson explained the current contract for professional planning services with ARPC will end September 30, 2026 and a new planning services contract for FY 26/27 is under consideration. The cost-reimbursement compensation structure will not exceed \$60,000 annually.

Attorney Hartman stated ARPC is subject to Chapter 119. The City already has all the standard documents, but ARPC would have to produce emails should the need arise.

Motion to approve Apalachee Regional Planning Council services contract for FY 26/27 made by Commissioner Elliott, second by Commissioner Knutson with discussion.

Commissioner Duncan stated ARPC should not charge the City for providing the City with all the City related documents.

Attorney Hartman explained that if someone places a public records request and it is information that will have to come from ARPC, ARPC can submit an invoice for the fee required to fulfill the

request. The City in turn collects the fee from the requestor. That is standard practice for all public records request.

Commissioner Knutson asked City Manager Anderson where the City was at with bringing on a planner in house.

City Manager Anderson stated the advertisement has been placed and hopes to have someone hired soon.

Motion carried 5 to 0.

1ST READING ORDINANCE 2026-03 – PLANNING & ZONING BOARD COMPOSITION

Attorney Hartman read Ordinance 2026-03 by title as follows:

AN ORDINANCE OF THE CITY OF APALACHICOLA, FLORIDA, PROVIDING FOR AMENDMENT OF THE APALACHICOLA CODE OF ORDINANCES PART II CHAPTER 2 – ADMINISTRATION, ARTICLE II – BOARDS AND COMMISSIONS, DIVISION 1 – SECTIONS 2.38 AND 2.39 AND PROVIDING FOR APPOINTMENT OF AN ALTERNATE ALL NECESSARY MATTERS DEALING WITH THE ORGANIZATION AND OPERATION OF THE PLANNING AND ZONING BOARD; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

Motion to approve 1st reading and proceed with public notice and adoption process made by Commissioner George, seconded by Commissioner Elliott. Motion carried 5 to 0.

PARKS & RECREATION – PILOT PLAN APPROVAL & VOLUNTEER UPDATES

Donna Ingle updated the Commission on the Bayfront Park stating the park has been adopted by Jim Grater & Kathleen Binder, and the proposed work currently includes general clean up, removal of invasive camphor trees and addition of two wooden picnic tables and two trash cans. The first clean up is proposed for September 19th that coincides with the International Coastal Cleanup Day.

Motion to approve Bayfront Park work plan made by Commissioner George, seconded by Commissioner Elliott. Motion carried 5 to 0.

Ms. Ingle outlined the volunteer pilot plan.

Motion to approve proposed volunteer pilot plan that partners with Franklin County Schools, Keep Franklin County Beautiful, and the City of Apalachicola made by Commissioner Elliott, seconded by Commissioner George. Motion carried 5 to 0.

PARKS & RECREATION BOARD APPOINTMENT

Motion to appoint Alexandria de la Cruz as full-time board member to the Parks & Recreation Committee made by Commissioner George, seconded by Commissioner Elliott. Motion carried 5 to 0.

Motion to appoint Colleen Zester as alternate member to the Parks & Recreation Committee made by Commissioner Elliott, seconded by Commissioner George. Motion carried 5 to 0.

PLANNING & ZONING BOARD APPOINTMENT

City Manager Anderson stated there are currently two full-time board member vacancies under the current ordinance.

Applicants present each spoke on their behalf to the Commission.

Motion to appoint Al Ingle as a full-time board member to the Planning & Zoning Board made by Commissioner George, seconded by Commissioner Knutson. Motion carried 4 to 1. Commissioner Elliott opposed.

Motion to appoint Gregory Perkins as a full-time board member to the Planning & Zoning Board made by Commissioner Duncan, seconded by Commissioner Knutson. Motion carried 5 to 0.

Attorney Hartman stated that one full-time board member and one alternate member will be appointed at the October meeting.

APALACHICOLA SEAFOOD FESTIVAL BLOCK PARTY PROCLAMATION

Attorney Hartman read Apalachicola Seafood Festival Block Party Proclamation in its entirety.

Motion to approve Apalachicola Seafood Festival Block Party Proclamation to acknowledge Seafood Festival weekend as Apalachicola's Hillside Seafood Festival Block Party made by Commissioner Duncan, seconded by Commissioner Elliott. Motion carried 5 to 0.

RETHA MCCASKILL PROCLAMATION

Attorney Hartman read proclamation honoring Retha McCaskill in its entirety.

Motion to approve proclamation honoring Retha McCaskill made by Commissioner George, seconded by Commissioner Knutson. Motion carried 5 to 0.

OLD BUSINESS

None

MAYOR & COMMISSIONER COMMENTS

1. Mayor Ash stated that the Parks & Recreation Committee has offered to take the task of placing a bench in Chestnut Cemetery honoring Delores Roux, but Chestnut Cemetery is not a park.

City Manager Anderson will work with Catie Greene on installing a bench in Chestnut Cemetery honoring Delores Roux.

2. Mayor Ash thanked Attorney Hartman and City Manager Anderson for conducting the meeting regarding the Apalachicola Water & Sewer District Interlocal Agreement.

3. Commissioner Duncan thanked all the applicants who applied for the various boards and committees.

4. Commissioner Elliott asked about the status of the JLAC audit.

City Manager Anderson stated the first draft has been completed.

Commissioner Elliott asked about the status of the Attorney General audit.

Attorney Hartman stated he has not heard anything but will follow up and request a report in writing.

CITY MANAGER REPORT

City Manager Anderson outlined September meeting schedule; announced the ribbon cutting ceremony for the Riverfront Revitalization project is tentatively scheduled for September 25th; the revenue diversification analysis is progressing; paperwork has been started for Mission Square; and reminded Commission of the property analysis workshop to be held on September 22nd.

CITY ATTORNEY REPORT

Attorney Hartman stated he has been preparing the draft for the interlocal agreement between the City and the Apalachicola Water & Sewer District.

CONSENT AGENDA

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

Mayor Ash stated department reports are included within the agenda packet. If anyone has questions, please discuss with department heads.

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

Brenda Ash, Mayor

Lee Mathes, Interim City Clerk

A Public Hearing and Special Meeting of the City Commission of the City of Apalachicola was held on Tuesday, September 15, 2026 at 6:00PM at the Commission Meeting Room located at 74 6th Street, Apalachicola, Florida.

Present: Mayor Brenda Ash, Commissioner Despina George, Commissioner Donna Knutson, Commissioner Adriane Elliott, City Manager Charles Anderson, Finance Director/Interim City Clerk Lee Mathes, Chief of Police Chase Richards, Utility Billing Clerk Shelly Toluba

Mayor Ash opened meeting.

AGENDA ADOPTION

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

PUBLIC HEARING – ORDINANCE 2026-04 – FY 26/27 BUDGET

Mayor Ash read the following statement:

The City of Apalachicola total budget for FY 26/27 is \$7,090,553.00. Millage rate to be levied is 8.3457. The percentage by which this millage rate to be levied is a 6.40% increase of the rolled back rate of 7.8435. The second public hearing and special meeting to adopt FY 26/27 millage rate and budget will be held September 29, 2026 at 6PM at the Commissioner's Meeting Room located at 74 6th Street, Apalachicola, Florida.

Karen Kessel spoke against increasing Library Department fees.

No further public comment. Public Hearing closed.

SPECIAL MEETING

RESOLUTION 2026-08 – TENTATIVELY ADOPT FY 26/27 MILLAGE RATE

Mayor Ash read Resolution 2026-08 by title as follows:

A RESOLUTION OF THE CITY OF APALACHICOLA, FLORIDA LEVYING THE AD VALOREM PROPERTY TAX MILLAGE RATE FOR MUNICIPAL PURPOSES ON ALL TAXABLE PROPERTY WITHIN THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026 AND ENDING SEPTEMBER 30, 2027, STATING THE PERCENTAGE BY WHICH THE MILLAGE RATE TO BE LEVIED EXCEEDS THE ROLLED BACK RATE; AND PROVIDING AN EFFECTIVE DATE.

Motion to tentatively adopt Resolution 2026-08 to tentatively set the FY 26/27 millage rate at 8.3457 mills which is a 6.40% increase of the rolled back rate of 7.8435 made by Commissioner Elliott, seconded by Commissioner Knutson. Motion carried 4 to 0.

ORDINANCE 2026-04 – TENTATIVELY ADOPT FY 26/27 BUDGET

Mayor Ash read Ordinance 2026-04 by title as follows:

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF APALACHICOLA, FLORIDA ADOPTING THE 2026-2027 FISCAL YEAR BUDGET.

Motion to tentatively adopt Ordinance 2026-04 to tentatively adopt FY 26/27 budget made by Commissioner George, seconded by Commissioner Elliott. Motion carried 4 to 0.

APPROVE MONOLITH CONSTRUCTION FOR M0034 RIVERFRONT REVITALIZATION PHASE 1

City Manager Anderson stated RFP2026-004 was issued and ran for 63 days. Monolith's bid was objectively reviewed based on technical qualifications, relevant marine/municipal construction experience, timeline feasibility, and cost-efficiency and Monolith provided a fiscally responsible cost structure that aligns directly with the budgeted grant expectations, minimizing the risk of project delays or cost overruns.

Motion to award the contract to Monolith Construction at total bid price of \$1,608,448.20 for M0034 Riverfront Revitalization Phase 1 project and authorize staff to finalize and execute contract made by Commissioner George, seconded by Commissioner Elliott. Motion carried 4 to 0.

City Manager Anderson announced that a groundbreaking ceremony for this project will be held on September 25th at 3PM.

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

Brenda Ash, Mayor

Lee Mathes, Interim City Clerk

A Workshop of the City Commission of the City of Apalachicola was held on Tuesday, September 22, 2026 at the Commission Meeting Room located at 74 6th Street, Apalachicola, Florida.

Present: Mayor Brenda Ash, Commissioner Despina George, Commissioner Donna Knutson, Commissioner Donna Duncan, Commissioner Adriane Elliott, City Manager Charles Anderson, Finance Director/Interim City Clerk Lee Mathes, Chief of Police Chase Richards, Utility Billing Clerk Shelly Toluba

Workshop called to order by Mayor Ash.

AGENDA ADOPTION

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

PUBLIC COMMENT

Shaw Raetzloff – spoke to Commission on affordable housing and City owned unused properties that could be used to help the community such as a food pantry, after school programs, and a childcare facility.

No further public comments at this time.

CITY PROPERTY ANALYSIS & DISCUSSION

City Manager Anderson stated this workshop will begin to identify property owned by the City to gain full understanding of the City's real estate portfolio and will start the discussion by outlining current City properties via a map and cross-reference spreadsheet. There are properties within the portfolio currently in use, some with and some without agreements, and other properties have associated restrictions. Opportunities available to the Commission include public/private partnerships and lease options at several locations including the Johnson Complex located at 192 14th Street and the Harbor Master house located at Scipio Creek Marina. In the FY 26/27 budget, there is an expense line item that has been included in the CIP to complete the restoration of the old City Hall located at 1 Avenue E, and selecting a permanent City Hall location is one of the objectives of this workshop.

Commission discussed permanent location for City Hall, Harbor Master house restoration, use of old fire station property after demolition, utilization of History, Culture & Arts building, future use of Johnson Complex, and sites for affordable workforce housing.

Commission discussed with deep concern the African American Museum construction completion date and would like for Attorney Hartman to write letter to both Monolith Construction and Hammond Design stressing the completion date of December 1st as the Commission doesn't feel like the building will be completed by the December 1st deadline.

Mayor Ash opened the floor for public comments.

Donna Ingle provided an update on Botanical Gardens ongoing construction.

Willie Tolliver discussed future plans for Johnson Complex and lack of construction progress made on the African American Museum.

Anita Grove provided corrections to the list of City owned properties.

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

Brenda Ash, Mayor

Lee Mathes, Interim City Clerk

CITY OF APALACHICOLA
PLANNING AND ZONING BOARD
WORKSHOP

Monday, September 14th, 2026

City Meeting Room – 74 6th Street

Agenda

Attendance: Greg Golgowksi, Bobby Miller, Elizabeth Milliken, Greg Perkins, Al Ingle

Workshop: 5:00 PM

1. Introduction:

- a. City Planner summarized the purpose of the workshop as part one in a longer series of workshops on the topic of parking in the C-1 District. The goal of this workshop is give staff direction on potential ordinance revisions for review and discussion in October.

2. Public Comments:

- a. Anita Grove, Resident. Summarized the work completed by former City Planner Bree on the state of the City's parking. This report identifies specific areas within the City's code which merit discussion and potential revision. She further identified the following issues:
 - i. New businesses moving into Apalachicola do not know about parking mitigation requirements.
 - ii. The administration and management of the parking mitigation program and fund is very difficult and would require a full-time staff planner or other City employee.
 - 1. For example, it would likely be necessary to reconstruct previous work in order to determine which businesses have paid parking mitigation.
- b. Additionally, she stated that unless businesses have dedicated or reserved parking lots, all public parking is ultimately shared among and between businesses. She concluded that the City's parking requirements are not excessive, but the City needs to keep with those requirements and hold everyone to the same standard.

3. Board Member Comments:

- a. Bobby Miller asked the following questions:
 - i. What happens to the funding the City collects for parking mitigation.
 - 1. This money should go into a separate, dedicated fund, per Ms. Grove.
 - ii. What will be done with the old fire station building? His understanding is that the City has funding to demolish it.
 - 1. Ms. Grove stated that there is a ribbon cutting for this project among others on Friday, September 25th.
 - iii. Does the grant funding for the fire station project include conversion into a potential parking lot?
 - 1. No, it does not. This funding would have to come from the parking mitigation fund.
- b. Bobby Miller also stated that an example of a city with true parking problems is Port St. Joe on a busy day. He further stated that the City's streets and right-of-way are so wide in order to allow room for horses and buggies to turn around. The City founders could not have imagined the current parking situation. Therefore, it is difficult to plan for future parking problems in the present. He concluded that the ultimate problem with the City's parking requirements is that they do not match the character of the downtown area, and when businesses move in downtown they are beaten down by parking requirements.
- c. Greg Perkins asked the following questions:
 - i. Is the parking mitigation a one-time fee?
 - 1. Planner confirmed it is. The City Manager or Finance Director would know more about the amount of money in the parking mitigation fund.
- d. Greg Perkins also stated that many business owners downtown are not meeting the code requirements for their type of business/use.
 - i. Elizabeth Milliken added that because most businesses do not own or have the right to reserve public parking spaces; anyone can park

in those spaces. For example, the Gibson Inn cannot ask you to move your car from the public parking in front of their building if you are not staying there. If the business owns the parking lot, then the situation is different and.

1. Greg Perkins summarized his main point that multiple businesses utilize the same parking spaces.
 - a. Antia Grove noted that this is the purpose of tracking parking mitigation with a map or other visual aid.
- e. Elizabeth Milliken asked the following question:
 - i. Why is there an issue with dirt or unpaved parking lots, especially given that asphalt and concrete can cause adverse effects like increased stormwater runoff and increased temperatures?
 1. City Planner stated that the parking requirements do not specify required or permitted surfaces, just that a certain number of spaces must be provided.
 2. Anita Grove further added that the new parking lots proposed for constructed are planned to be gravel/rocked.
 - a. Elizabeth Milliken stated that it is very difficult to keep up with weeds and general maintenance in these types of parking lots.
 - ii. She also gave the post office as an example of building with dedicated parking which is never utilized to its full potential in terms of number of cars parked there.
- f. Al Ingle made the following comments:
 - i. Given that there are more cars than there are parking spaces in the downtown, the City should make more efficient use of existing parking. He gave the following examples of how this could be done:
 1. Reserve a portion of the northern parking lot(s) for boats, RVs, and other large vehicles and prohibit them from parking in other areas downtown.

2. Implement or support a golf cart or pedicab taxi service from the northern parking lot(s) to the more central downtown area, to encourage use of these more distant parking lots.
 - ii. There is an overabundance of parking on the north half of the downtown. The problem is that this is usually a distance people are not willing to walk. He concluded that the principal issue with parking mitigation is that there are no longer any such spaces to buy.
- g. Greg Golgowski made the following comments:
- i. Based on projects which have been proposed in the past year, it seems difficult to get commercial projects approved because of the way the required number of parking spaces is counted (i.e., based on tables, stools, employees, etc.). As a result, in order to open, businesses have chosen to downsize or reduce their capacity, staff, etc.
 - ii. Making the parking review and approval process simpler and easier to navigate is an important step the City should take. Simplifying the entire process would be an important step.
 - iii. He concluded that, given the historic nature of the downtown Apalachicola, it is not realistic or necessarily desirable to simply build more parking lots.

4. Group Discussion:

- a. City Planner asked the Board if codification of the parking plan requirements and review process, as well as the creation of a dedicated parking section would be a good first step for the next workshop.
 - i. Attorney Hartman stated that outside of major events, there has always been enough parking in Apalachicola. In the worst-case scenario, one can park in more remote or inconveniently located areas and walk wherever one wants to go.

- b. The Board's consensus was that any potential changes should make more efficient use of parking in the downtown and better align the City's parking requirements with the character of the downtown.

Workshop adjourned at 5:51 P.M.

CITY OF APALACHICOLA
PLANNING AND ZONING BOARD
REGULAR MEETING
Monday, September 14th, 2026
City Meeting Room – 74 6th Street

Agenda

Attendance: Greg Golgowski, Elizabeth Milliken, Bobby Miller, Lee McLemore, Greg Perkins, Al Ingle

Regular Meeting: 6:00 PM

1. Amendment to the agenda at the request of the City Planner.
 - a. Motion to amend the agenda to add appointment of a new vice chair as an item of new business by Bobby Miller; 2nd by Elizabeth Milliken – all in favor, motion carried.
2. Approval of August 10th, 2026 regular meeting minutes.
 - a. Motion to approve by Bobby Miller; 2nd by Greg Perkins – all in favor, motion carried.
3. Review, Discussion and Decision for Certificate of Appropriateness, Accessory Structure & Fence. (R-1) @ 136 17th Street. Block 117 Lots 3-4. Owner: R Stephen Paterson; Contractor: Self.
 - a. City Planner summarized staff report.
 - b. Steve Paterson, Owner – Present. Summarized the request for a simple fence, lean-to for a boat, and driveway expansion.
 - c. Motion to approve by Bobby Miller; 2nd by Elizabeth Milliken – all in favor, motion carried.
4. Review, Discussion and Decision for Certificate of Appropriateness & Accessory Structure. (R-1) @ 132 Sawyer Lane. Block 117 Lot 9. Owner: Nicholas Avossa; Contractor: Kilgore Pavers and Tile.
 - a. City Planner summarized staff report.
 - b. Nick Avossa, Owner – Present. Stated that it is no issue to remove 12 square feet from the proposed driveway to be at or under the 2,400

square feet maximum. He confirmed that the driveway gets wider as it approaches the street and right-of-way.

- c. Bobby Miller asked about the material used for the deck and the spacing between the boards. Owner stated that it is pressure treated lumber. He also stated that the 3/8-inch spacing between the deck boards was done on the advice of someone he knows who is familiar with municipal code requirements.
- d. Motion to approve by Elizabeth Milliken; 2nd by Greg Perkins – all in favor, motion carried.

5. Review, Discussion and Decision for Certificate of Appropriateness, Accessory Structure & Fence. (R-1) @ 160 Avenue D. Block 55 Lot 5. Owner: Anna Bull; Contractor: Self.

- a. City Planner summarized staff report.
- b. City Attorney stated that the Board should make two separate motions for the fence and the deck.
- c. Motion to approve the fence as proposed by Bobby Miller; 2nd by Lee McLemore – all in favor, motion carried.
- d. Anna Bull, Owner – Present. Asked for clarification from the Board as to why the request for the deck might be denied, because it is in the rear yard and will be hidden by the fence. She also stated that the deck will not be structurally attached to the house.
 - i. City Attorney read aloud Sec. 111-322, subsection C, expansion of historic and nonhistoric, nonconforming structures. He further stated that the task before the Board is to decide if the proposed deck constitutes an extension of a nonconforming structure. He concluded that a variance is typically warranted when a hardship occurs as a result of circumstances beyond the control of the owner or applicant.
 - 1. Bobby Miller stated that if the two structures are not attached, the deck cannot be considered an extension of the

nonconforming house. He also stated that there are many nonconforming structures all over the City.

- ii. Al Ingle shared a previous example about an old proposal for the Boss Oyster complex: Demolish the existing restaurant for a new restaurant, at the maximum permitted building footprint of 8,000 square feet. To also build an attached deck on the lot, the applicant proposed a 3-inch gap between the restaurant building and the accessory deck. This request was previously approved by the P&Z Board.
- iii. Al Ingle also stated that adding a deck which encroached into either front setback would be problematic, as both front setbacks are not currently met. However, because this is a proposal involving the rear yard only, the request can be approved if the deck is not attached. It does not necessarily constitute an expansion of a nonconforming structure, as the nonconformity is not worsened by the work proposed.

- 1. Bobby Miller stated that, in his opinion, the intent of this section of the Code is primarily to prevent someone from expanding on a nonconformity.

- e. Motion to approve the deck as proposed by Al Ingle; 2nd by Bobby Miller – all in favor, motion carried.

6. Review, Discussion and Decision for New Construction (Residential). **(R-2) 235 11th Street**. Block 155 Lot 8. Owner: Inspire Innovations LLC; Contractor: Alex Meca.

- a. City Planner summarized staff report.
 - b. Owner and Contractor not present.
 - c. Elizabeth Milliken asked if this is a heavily wooded lot, as she could not find the location when looking for it. Planner confirmed that it is a wooded lot, and that a tree survey was provided with the application.
 - d. Motion to approve by Greg Perkins; 2nd by Lee McLemore – all in favor, motion carried.

7. Review, Discussion and Decision for Certificate of Appropriateness. **(R-1) 71 13th**

Street. Block 85 Lot 8 and ½ Lot 9. Owners: Richard and Belinda Christoper;
Contractor: N/A.

- a. City Planner summarized staff report. Planner also stated that this work was originally referred to the Building and Planning Departments by Code Enforcement.
- b. Owners not present.
- c. Lee McLemore asked the City Attorney if the Owners would need to have something in writing from the City, like a formal encroachment agreement, to get this work approved.
 - i. City Attorney stated an encroachment agreement would not be required. He further stated that he would enquire with Code Enforcement as to why this issue was referred to the P&Z Board. Arguably, this work could be considered landscaping, which the City does allow in the right-of-way, at risk, because no one has an inherent right to build in the City's right-of-way.
- d. Elizabeth Milliken gave an example of stormwater improvements done around the Lafayette Park area which required the destruction of landscaping elements installed by surrounding property owners.
- e. Bobby Miller gave an example of a fire hydrant which had been nicely hidden by landscaping, which the City had to destroy to access the hydrant. He stated that the City should have property owners sign a written agreement acknowledging that anything built or installed in the right-of-way could potentially be destroyed.
- f. City Attorney further stated that it could be unsightly if people started putting gravel in the right-of-way all over the City but concluded that that would ultimately be a problem the City Commission has to address.
- g. No motion was made for this item.

8. Review, Discussion and Decision for Certificate of Appropriateness.

Alteration/Renovation, Addition & Fence. **(R-1) 172 11th Street.** Block 149 Lot 2.

Owner: Charles Leonard; Contractors: Ashley Leonard, Tyler Poloronis.

- a. City Planner summarized staff report.
- b. Greg Krinovak, Contractor – Present on behalf of Ashely Leonard, Contractor.
- c. Al Ingle commented that the lot adjacent to this property is completely vacant, and that the existing one-foot setback to the property could negatively impact the adjacent property in terms of economic value and fire risk. He also stated that the improvement of the single-car enclosed lean-to or carport clearly represented an expansion of a nonconforming structure, and that the structure would be more noncompliant after the proposed work is completed.
- d. Elizabeth Milliken asked about the location of the vacant lot in relation to the subject property.
 - i. Contractor confirmed the vacant lot is on the right side of the existing house, if you're looking from the street.
 - ii. Elizabeth Milliken further stated that the two structures are clearly attached via the roof, if nothing else.
- e. Contractor stated the carport is proposed to be renovated into a screen-in porch, and that the footprint of the existing structure is not being changed.
- f. City Planner also requested that the Board decide whether modifications to the roofline which result in increased area covered under the roof constitute an expansion or extension of a nonconforming structure.
- g. Bobby Miller stated that the Board would be setting a precedent in approving the renovations as proposed, which would be difficult to defend in the future.
- h. Motion to table the item until (1) the Owner receives a variance from the Board of Adjustment or (2) revisions are made to the application to bring the proposal into conformance with current Code requirements by Bobby Miller; 2nd by Greg Perkins – all in favor, motion carried.

Other/New Business:

1. Appointment of a new vice chair.
 - a. Following the resignation of the former vice chair Jim Bachrach, the Board must elect a new vice chair. The role of the vice chair is primarily to facilitate the Board's meetings in the absence of the chair.
 - i. Motion to elect Al Ingle as the new vice chair by Elizabeth Milliken; 2nd by Greg Perkins – all in favor, motion carried.

Outstanding/Unresolved Issues:

N/A

**Motion to adjourn the meeting by Bobby Miller; 2nd by Greg Perkins.
All in favor - meeting adjourned at 6:55 PM.**

Mayor
Brenda Ash

City Manager
Charles Anderson

Commissioners
Donna Knutson
Adriane Elliott
Despina George
Donna Duncan

CITY OF APALACHICOLA

Finance Director
Interim City Clerk
Lee Mathes, MMC

City Attorney
Dan Hartman

1 Bay Avenue, Apalachicola, Florida 32320 .
850-653-9319 . Fax 850-653-2205 . www.cityofapalachicola.com

September 28, 2026

To Whom It May Concern:

Please be advised that at the October 6, 2026 regular City Commission Meeting, the City Commission acknowledged its prior approval with the passing of Resolution 2022-05 that grants a partial road closure, in perpetuity, for the Florida Seafood Festival Parade to be held on Saturday, November 7, 2026 starting at 10AM.

This temporary road closure consists of State Road 30/US HWY 98 with a detour along Avenue D in Apalachicola, Florida.

Sincerely,

Lee Mathes, MMC
Interim City Clerk

APALACHICOLA POLICE DEPARTMENT

September 2026

September was a month of training. The staff participated in a Tracs training. Tracs is the software we use for all our reporting. We were able to ask questions and make suggestions of extra forms or changes to forms. Our officers all got certified through OSHA and Emergency management to operate a forklift and chainsaw. Lt. Turner attended C.I.T training, which is crisis intervention with mental health. Chief Richards took a course in internal affairs.

Extra patrol was requested in the 5th street area and we have been doing extra detail with the high school volleyball and football games.

September 2026 Totals

Traffic Stops: (includes golf carts)	52
Arrests/ Warrant Requests	6
Traffic Accidents	4
Burglary/Theft calls	3
Assist Citizens/ Complaints/investigations	343
Trespass	6
Business alarm calls/building checks	328
assist other agencies	61
Assist Animal control	8
Domestic cases violence/disturbance calls	4
 Total calls from dispatch	 810

Apalachicola Margaret Key Public Library September 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 PALS are in the library.

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

September 2026 Statistics:

– 2,256 patrons visited our library this month! – 38 new accounts opened
– 258 patrons used our computers – 681 books/movies/audiobooks circulated – 433 items donated to the library – \$570.55 collected as library revenue – 129 hours donated by our wonderful volunteers – 91,058 people reached on social media (!)

September finally brought some cooler temperatures, and we are loving it! New trees have been planted along the side and in back of our building, and we are thrilled to have them. We sincerely thank Franklin County for paving the property, and We Love Land for their landscaping work. Times like this, we are especially grateful for our PALS that funded this landscaping. Much of this happened because key PALS Board members past and present kept the energy up to see it through. Janine Gedmin, Greg Golgowski, Mollie Hill, Rich Lenhart, and Liz Perkins—We Thank You!

Yoga has started back on Monday evenings in the library after we close at 6pm. All are welcome to attend. Please bring a yoga mat, wear comfortable clothes, and check in with us to sign our liability waiver to participate. A Podcast Club met Fridays only in September at 4pm to listen to a historical radio drama-style podcast called 1865. The library also welcomed visits from the Franklin County Health Department for car seat checks, and Pan Care, which had FREE Autism screenings for the public, ages 5-Adult. Finally, Autumn crafts were a hit with kids young, and young at heart this month! Pinecone creatures, apple wreaths, suncatchers, and celebration of the monarch butterfly migration all made for beautiful artwork in the library.

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. Mahjong meets Mondays and Wednesdays mornings @ 10:15. Yoga is held in the library each Monday evening after we close at 6pm. Bring Me A Book Forgotten Coast hosts 'Books for Babies' weekly on Tuesday mornings @ 10:30am. Arts & Crafts for all ages meets every Wednesday at 3:30. Our once-a-month Book Club meets each 3rd Wednesday @ 6pm; Free Legal Help through Legal Services of Northwest Florida is available on the first Thursday of each month; appointments are suggested. Homework Help i.e. FREE tutoring is by appointment. Please let us know any other ways we can serve you. Call: 850-653-8436 or email us: apalachicolalibrary@gmail.com.

**In Gratitude,
Isel Sánchez-Whiteley & Megan Shiver, Library Assistants
Lucy Carter, MLIS Library Director**

Date	Site Address	Inspection Done	Inspector	Pass - Fail
9 2 2026	18 Adams Insulation		GM	P
9 2 2026	377 22nd St Roof		GM	P
9 2 2026	77 6th St - AC Final		GM	P
9 2 2026	222 Center ST - Foundation		GM	P
9 2 2026	95 7th St - Meter Insp		GM	P
9 11 2026	108 Ave I		GM	P
9 4 2026	242 12th Rebar		GM	P
9 9 2026	AHA Units Electrical		GM	P
9 9 2026	260 6th Footings		GM	P
9 9 2026	126 18th St Rough MEP		GM	P
9 9 2026	162 Ave E foundation		GM	P
9 9 2026	245 7th All Finals and CO		GM	P
9 11 2026	140 Ave D fence Final		GM	P
9 14 2026	197 14th Pool rebar		GM	P
9 15 2026	126 18th Insulation		GM	P
9 15 2026	65 16th AC Final Hiller		GM	P
9 15 2026	242 12th St Footing Blocks		GM	P
9 16 2026	27 6th St AC Final		GM	P
9 21 2026	198 5th Roof Final		GM	P
9 21 2026	217 15th All Roughs		GM	P
9 21 2026	190 7th St Temp Pole		GM	P
9 21 2026	120 Ave I - Love Center All finals		GM	P
9 23 2026	222 Center St - Nailing		GM	P
9 23 2026	47 Ave F - Meter Box		GM	P
9 23 2026	217 15th Insulation		GM	P
9 25 2026	Roof Final 126 18th		GM	P
9 25 2026	Roof Final-217 15th		GM	P
9 25 2026	Roof Final - 205 6th		GM	P
9 25 2026	222 Center St - Sheathing		GM	P
9 29 2026	40 9th St Bldg Final		GM	P
9 28 2026	217 15th Drywall nailing		GM	
9 28 2026	228 17th Under Slab		GM	
9 28 2026	18 Adams - Mtr Box and Sheetrock nailing		GM	
Flood Plain Admin Reviews - Keisha Messer				
9 10 2026	128 4th ST WR		KM	

NOTIFY DUKE BY EMAIL

Ok to issue CO per GM 9 24 2026

Notify Duke by email

Note to move storage POD



City of Apalachicola | Planning and Community Development

Monthly Report September 2026

September Planning and Zoning Board

- Answered phone calls and emails from Board members.
 - Contacted two newly appointed Board members Al Ingle and Greg Perkins to confirm attendance at the September meeting.
- Attended September P&Z Board parking workshop on September 14th, 2026 (5:00 p.m.).
- Attended September P&Z Board regular meeting on September 14th, 2026 (6:00 p.m.).
- Prepared September P&Z Board parking workshop and regular meeting minutes.
- Sent follow-up emails and/or made phone calls to applicants as needed regarding the Board's decisions the day after the September regular meeting.
- Provided summary of the Board's decisions to approve, deny, or table each September application to the Building Department.

October Planning and Zoning Board

- Accepted and reviewed one application (*as of September 15th submission deadline September 25th at 5:30 p.m.*):
 - 117 Market Street.
- Prepared October P&Z Board regular meeting draft agenda, agenda summary, and staff reports for all applications.
- Prepared draft ordinance revisions for the second commercial parking workshop in October.

Miscellaneous

- Answered questions from the public and City Staff:
 - Parking and signage requirements for new business tax license applications.
 - Signs exempt from permitting requirements for businesses (new businesses, anniversary events, etc.).
 - FEMA floodplain designation for individual properties.
 - Office to apartment conversions in the C-1 zoning district.
- Obtained required signatures to fully execute FY26-27 planning services contract.
- Scheduled introductory meeting with new Planning & Operations Director Micah Priest (*September 18th*).



CITY OF APALACHICOLA CODE ENFORCEMENT

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

Code Enforcement / Harbormaster

September 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

Formal Notices of Violation

- **STR violation: 2 cases in progress, 1 Resolved**
- **Fence violations: 3 in progress;**
- **Nuisance violations involving trash, waste, inoperable vehicles, etc.: 18 cases in progress, - 3 resolved**

Permits

- **Sidewalk Use Permits- 5 Issued- \$1,050.00**

Battery Park

- 2 slip paid for year- \$3,160.50
- Monthly payments-\$7,279.01
- Gross Total - \$10,439.51
- Processing Fees – (-\$138.48)
- Net total - \$10,301.03

Scipio Creek

- Past due balances received- \$1000
- Monthly payments- \$2,724.03
- Gross Total - \$3,724.03
- Processing Fees – (-\$63.42)
- Net total - \$3,660.61

Riverfront Transient from Dockwa

- Gross Total - \$383.06
- Processing fee – (-\$13.87)
- Net Total - \$369.19

Public Works October 2026 Monthly Commissioner's Report

To: City of Apalachicola Board of Commissioners

From: Public Works Department

Re: September 2026 Monthly Activities

September 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 including 12th, 24th, Ave I, Market St, Ave K,

Roads:

All storm drains and roads have been maintained and cleaned including Shadow Ln,

In front of post office,

Filled holes with gravel on Market St @ Up the Creek Raw Bar

Scraped Chestnut Rd for water drain off

Waste Collection:

Garbage runs completed.

City's parks cleaned of debris/trash removal.

City Building Maintenance:

All maintenance on City buildings completed.

Install "No Dumping" sign on 309 Water St., Clean under the Harbor Master house

Install fence around harbor master house and gates, replace toilet paper holder at City Hall public bathroom

Repaired door at Holy Family

Landscaping:

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

Cut Cedar tree on 54 16th St.

Personnel:

All Public Works Positions have been filled.