

**REGULAR MEETING
APALACHICOLA CITY COMMISSION
TUESDAY, JULY 7, 2026 – 6:00PM
COMMISSION MEETING ROOM
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-minute time limit for public comment. Comments may also be sent by email to the City Manager or to Commissioners.

- I. Call to Order**
 - A. Invocation**
 - B. Pledge of Allegiance**

- II. Agenda Adoption**

- III. Swearing in of Incoming Chief of Police Chase Richards**

- IV. Public Comment**

- V. New Business**
 - 1. Review and Approval of Strategic Plan Goals**
 - 2. Audit Findings – Comp Time**
 - 3. Easement Agreement – 400 Kevin Road**
 - 4. Big Bend Scenic Byway – FDOT Approach Marker Permit**
 - 5. Capital Improvements Plan Funding Request for Riverfront Park Transient Boating**
 - 6. Grant Application Approvals – HCA Building & Old City Hall**
 - 7. Grant Application Approval – Drainage Basin Analysis Implementation Project**
 - 8. Grant Application Approval – Mitigation Measures Critical Assets**
 - 9. Grant Application Approval – Commerce Street Pervious Parking**
 - 10. Grant Application Approval – Avenues Stormwater Retrofit Project**
 - 11. Grant Application Approval – Stormwater Pipe Relining & Backflow Device**

- VI. Unfinished Business**
 - 1. HB 4013 Referendum Language**

- VII. Mayor and Commissioner’s Comments**

- VIII. City Manager Communications**

IX. Attorney Communications

X. Consent Agenda

XI. Department Reports – Included in Agenda Packet

Adjournment

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

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

SUBJECT: Review and Approval of Strategic Plan Goals

AGENDA INFORMATION:

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

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

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

FUNDING SOURCE: Governing Body

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

STAFF’S COMMENTS AND RECOMMENDATIONS: Approve

CITY OF APALACHICOLA, FLORIDA

Two-Year Strategic Plan

Phase Two Commission Report

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



Stakeholder Engagement, SWOT Analysis &
Strategic Goal Development Workshop

Prepared for the Apalachicola City Commission

by C4 Strategies, LLC

June 19, 2026

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Strategic Goals for City Commission Review and Approval

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

Two Year Strategic Goals:

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

Background and Methodology

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

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

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

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

Strengths, Weaknesses, Opportunities, and Threats

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

Strengths

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

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

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

Other strengths identified:

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

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

Weaknesses

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

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

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

Other weaknesses identified:

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

Opportunities

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

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

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

Other opportunities identified:

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

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

Threats

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

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

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

Other threats identified:

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

Appendix A: Community Input Received by Email

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

Organizational STRENGTHS

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

External STRENGTHS

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

Priority STRENGTHS

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

Organizational WEAKNESSES

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

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

External WEAKNESSES

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

Priority WEAKNESSES

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

Organizational OPPORTUNITIES

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

External OPPORTUNITIES

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

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

Priority OPPORTUNITIES

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

Organizational THREATS

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

External THREATS

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

Priority THREATS

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

Community Identified Goals

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

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

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

1. Core Strategic Themes (High Alignment)

Organizational Modernization

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

Workforce & Housing Interdependency

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

Governance Alignment (Commission–Manager Model)

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

State-Level Risk Exposure

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

Community Engagement & Communication

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

Managed Growth & Preservation of Character

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

2. Secondary Themes (Moderate Alignment)

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

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

3. Key Risks and Threats

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

4. Divergent Perspectives (Leadership Variability)

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

5. Strategic Implications

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

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

6. Priority Focus Areas for Action Planning

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

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

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

SUBJECT: Audit Findings – Comp Time

AGENDA INFORMATION:

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

BRIEF SUMMARY:

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

RECOMMENDED MOTION AND REQUESTED ACTIONS:

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

FUNDING SOURCE: N/A

ATTACHMENTS:

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

STAFF’S COMMENTS AND RECOMMENDATIONS:

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

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

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

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

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

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

2025-004 Overtime Compensatory Time Policy Compliance

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

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

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

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

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

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

Policy No. 9 – Hours of Work and Overtime

1. Work Week and Pay Period

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

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

2. Work Period and Schedule

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

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

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

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

3. Compensation Time:

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

4. Overtime:

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

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

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

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

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

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

AUDIT FINDING – COMPENSATORY TIME

Angela Creamer – 33.20 hours - \$1,251.64

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

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

Total Owed to Employees - \$24,548.02

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

SUBJECT: Easement Agreement (400 Kevin Road)

AGENDA INFORMATION:

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

BRIEF SUMMARY:

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

RECOMMENDED MOTION AND REQUESTED ACTIONS:

Approve the Easement and authorize Mayor Ash to sign.

FUNDING SOURCE: N/A

ATTACHMENTS:

Easement agreement, Request, and survey.

STAFF'S COMMENTS AND RECOMMENDATIONS:

Recommend approval.

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

Ms. Bree Robinson,

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

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

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

Thank you for your consideration,

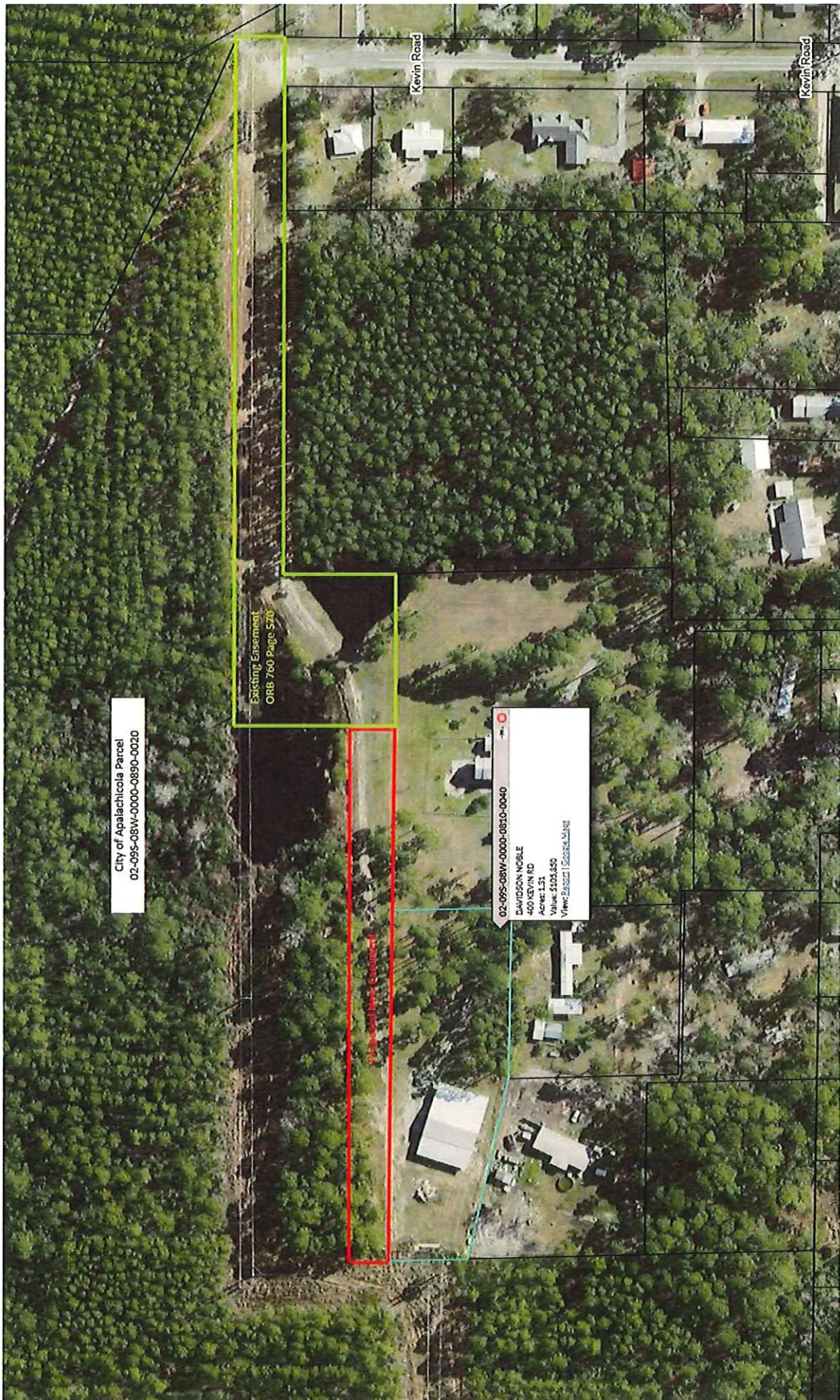


Noble Davidson
757-333-1578
Noble.Davidson@gmail.com
194 11th St.
Apalachicola FL

REFERENCE LIST:

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

Reference #2



Reference #3

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

Inst:0200308175 Date:10/20/2003 Time:10:52
DocStamp-Deed 0.70
[Signature] Kendall Wade, FRANKLIN County B:760 P:570

GRANT OF NONEXCLUSIVE EASEMENT

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

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

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

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

NOW, THIS INDENTURE, WITNESSETH:

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

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

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

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

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

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

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

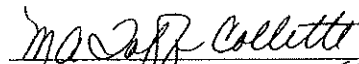
IT IS FURTHER AGREED that Grantor shall retain and reserve a perpetual right to relocate the Easement parcel at its sole discretion if Grantor deems it appropriate or necessary. In the event, the Easement Parcel is relocated Grantor shall provide Grantee with an equivalent replacement Easement Parcel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

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

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

Signed, sealed and delivered
in our presence as witnesses:

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


Printed Name: M.A. TAFF COLLETTE

By: 
Printed Name: Douglas J. Duke


Printed Name: Bryan DUKE

Its: Vice President

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

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DC, Kendall Wade, FRANKLIN County B:760 P:572

STATE OF FLORIDA
COUNTY OF)

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

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

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



EXHIBIT "A"

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

EXHIBIT B

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

PERPETUAL NON-EXCLUSIVE EASEMENT
FOR INGRESS, EGRESS AND UTILITIES

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

GRANTOR
City of Apalachicola

Witness
Printed Name: _____
Address: _____

Brenda Ash, Mayor

Witness
Printed Name: _____
Address: _____

STATE OF FLORIDA
COUNTY OF FRANKLIN

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

(NOTARY SEAL)

NOTARY PUBLIC
Printed Name: _____
My Commission Expires: _____

EXHIBIT "A"

LEGAL DESCRIPTION:

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

COMMENCE AT A 6"x 6" CONCRETE MONUMENT MARKED "SJPC" AT THE SOUTHWEST CORNER OF THE SOUTH EAST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 2; THENCE NORTH 00°36'07" EAST ALONG THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF SAID SECTION 2 AND THE EAST LINE OF THOSE LANDS DESCRIBED IN DEED BOOK N, PAGE 225 OF THE PUBLIC RECORDS OF FRANKLIN COUNTY, FLORIDA, A DISTANCE OF 2530.99 FEET TO AN IRON ROD AND CAP MARKING THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°36'07" EAST ALONG SAID LINE A DISTANCE OF 930.36 FEET TO A 6"x 6" CONCRETE MONUMENT MARKED "SJPC"; THENCE SOUTH 88°46'49" EAST ALONG THE SOUTH LINE OF THOSE LANDS DESCRIBED ON O.R.B. 256, PAGE 165, OF THE PUBLIC RECORDS OF FRANKLIN COUNTY, FLORIDA, A DISTANCE OF 808.53 FEET TO A 6"x 6" CONCRETE MONUMENT MARKED "SJPC" THENCE RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES ALONG THOSE LANDS DESCRIBED IN DEED BOOK "T", PG. 505 OF THE PUBLIC RECORDS OF FRANKLIN COUNTY, FLORIDA; SOUTH 01°09'16" WEST A DISTANCE OF 214.50 FEET TO A 6"x 6" CONCRETE MONUMENT MARKED "SJPC"; SOUTH 88°55'58" EAST A DISTANCE OF 263.69 FEET TO A 6"x 6" CONCRETE MONUMENT MARKED "SJPC"; THENCE NORTH 01°09'44" EAST A DISTANCE OF 659.66 FEET TO A 6"x 6" CONCRETE MONUMENT MARKED "SJPC"; THENCE RUN SOUTH 88°51'47" EAST ALONG THE SOUTH LINE OF THOSE LANDS DESCRIBED IN DEED BOOK U2, PAGE 212 OF THE PUBLIC RECORDS OF FRANKLIN COUNTY, FLORIDA A DISTANCE OF 263.12 FEET TO A 6"x 6" CONCRETE MONUMENT MARKED "SJPC"; THENCE RUN THE FOLLOWING TWO COURSES AND DISTANCES ALONG THE WEST BOUNDARY OF THOSE LANDS DESCRIBED IN DEED BOOK U2, PAGE 212, AND O.R.B. 88, PAGE 87, OF THE PUBLIC RECORDS OF FRANKLIN COUNTY, FLORIDA; SOUTH 01°10'14" WEST A DISTANCE OF 463.43 FEET TO A 6"x 6" CONCRETE MONUMENT MARKED "SJPC"; SOUTH 88° 53'34" EAST A DISTANCE OF 419.61 FEET TO A 6"x 6" CONCRETE MONUMENT MARKED "SJPC"; THENCE RUN THE FOLLOWING THREE COURSES AND DISTANCES ALONG THOSE LANDS DESCRIBED IN O.R.B. 290, PAGE 292 OF THE PUBLIC RECORDS OF FRANKLIN COUNTY; SOUTH 01°10'27" WEST A DISTANCE OF 450.33 FEET TO A 6"x 6" CONCRETE MONUMENT MARKED "SJPC"; THENCE SOUTH 88°49'03" EAST A DISTANCE OF 420.19 FEET TO A 6"x 6" CONCRETE MONUMENT MARKED "SJPC"; THENCE NORTH 01°08'58" EAST 612.41 FEET TO A 6"x 6" CONCRETE MONUMENT MARKED "SJPC"; THENCE RUN SOUTH 85°46'12" EAST A DISTANCE OF 235.37 FEET TO A 6"x 6" CONCRETE MONUMENT MARKED "SJPC"; THENCE SOUTH 01°09'25" WEST A DISTANCE OF 666.63 FEET TO A 6"x 6" CONCRETE MONUMENT MARKED "SJPC"; THENCE SOUTH 88°52'59" EAST A DISTANCE OF 583.09 FEET TO A 6"x 6" CONCRETE MONUMENT MARKED "SJPC"; THENCE RUN SOUTH 00°50'18" WEST A DISTANCE OF 222.33 FEET TO A FOUND 5/8" IRON ROD AND CAP STAMPED "LB 6475"; THENCE RUN SOUTH 88°48'53" EAST A DISTANCE OF 361.81 FEET TO A 6"x 6" CONCRETE MONUMENT MARKED "SJPC"; THENCE RUN SOUTH 00°56'24" WEST A DISTANCE OF 327.55 FEET TO A 6"x 6" CONCRETE MONUMENT MARKED "SJPC"; THENCE RUN NORTH 88°52'21" WEST A DISTANCE OF 206.60 FEET TO A 6"x 6" CONCRETE MONUMENT MARKED "SJPC"; THENCE RUN SOUTH 00°23'37" WEST A DISTANCE OF 382.96 FEET TO A 5/8" IRON ROD AND CAP "PLS 4261"; THENCE RUN SOUTH 00°22'33" WEST A DISTANCE OF 247.30 FEET TO A 6"x 6" CONCRETE MONUMENT MARKED "SJPC"; THENCE RUN SOUTH 89°54'42" WEST A DISTANCE OF 1927.63 FEET TO A 5/8" IRON ROD AND CAP "LB 0340"; THENCE RUN NORTH 00°51'54" EAST A DISTANCE OF 300.84 FEET TO A 6"x 6" CONCRETE MONUMENT MARKED "SJPC" SAID POINT MARKING THE NORTHEAST CORNER OF THOSE LANDS DESCRIBED IN O.R.B. 582, PAGE 178 & 18 OF THE PUBLIC RECORDS OF FRANKLIN COUNTY, FLORIDA; THENCE NORTH 89°16'11" WEST ALONG THE NORTH LINE OF SAID LANDS A DISTANCE OF 420.45 FEET TO A 6"x 6" CONCRETE MONUMENT MARKED "SJPC"; THENCE CONTINUE NORTH 89°16'11" WEST A DISTANCE OF 90.88 FEET TO AN IRON ROD AND CAP "LB 0340"; THENCE NORTH 00°36'07" EAST A DISTANCE OF 535.00 FEET TO AN IRON ROD AND CAP "LB 0340"; THENCE NORTH 89°16'11" WEST A DISTANCE OF 702.50 FEET TO THE POINT OF BEGINNING.

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

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

EXHIBIT "B"

Description of Easement

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

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

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

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

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

SUBJECT: Big Bend Scenic Byway – FDOT Approach Marker Permit

AGENDA INFORMATION:

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

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

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

FUNDING SOURCE: N/A

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

STAFF'S COMMENTS AND RECOMMENDATIONS: Approve

B-16-046

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

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

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

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

b. Notices to Facilitator shall be delivered to:

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

With a copy delivered to:

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

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

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

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

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

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

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

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

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

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

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Kerelle C Paul
Name: Kerelle C Paul

Lee Mathes
Name: Lee Mathes
City Clerk

Stephanie Holloway
Name: Stephanie Holloway
MARY SMACH
Name: MARY SMACH

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

BY: [Signature]



THE CITY OF APALACHICOLA

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

Its: Mayor
(Print Title)

Date: 1-18-16

LEON COUNTY, FLORIDA

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

Date: 1-27-16

Approved as to Form:
Leon County Attorney's Office

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
GUIDE SIGN PERMIT

Date: 04/30/2026 Permit No.: _____

Name of Applicant or Authorized Agent: Donna Knutson

Entity (if applicable): City of Apalachicola

(If entity, furnish contact information for responsible representative)

Address: 1 Bay Avenue Zip Code: 32320

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

Email Address: dknutson@cityofapalachicola.com

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

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

	Special Provisions	

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

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

	FDOT	
Approved By: _____		
Print Designated Engineer	Signature	Date

Title		

Chris Muehleemann

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

FYI!

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

FYI....

Dustin Castells

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

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

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

Dustin,

I have reviewed and have no comments. Thanks.

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

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

Brian,

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

Dustin Castells

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

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

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

Dustin:

Good afternoon.

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

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

Thanks,

Charles

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

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

"People Focused. Performance Driven"

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

>>> "Castells, Dustin" <Dustin.Castells@dot.state.fl.us> 4/8/2015 2:37 PM >>>

Good Afternoon,

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

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

Thanks!

Dustin Castells

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

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

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

Dustin:

Good morning.

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

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

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

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

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

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

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

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

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

Thanks,

Charles

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

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

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

Good Morning,

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

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

Dustin Castells

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

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

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

Dustin,

Please see the following comments:

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

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

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

Good Morning Brian,

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

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

Dustin Castells

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

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

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

Dustin:

Good afternoon.

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

Thanks,

Charles

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

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

"People Focused. Performance Driven"

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

LEON COUNTY
DEPARTMENT OF PUBLIC WORKS

CONTRACT PLANS

FINANCIAL PROJECT ID 424369-4-58-01
(FEDERAL FUNDS)
WAKULLA, FRANKLIN, AND LEON COUNTIES
BIG BEND SCENIC BYWAY IMPLEMENTATION PHASE 11
SIGNING PLANS

INDEX OF SIGNING PLANS
SHEET NO. SHEET DESCRIPTION

- 1 KEY SHEET
- 2 APPROACH MARKER DETAILS
- 3 SITE 1 - LAKE BRADFORD TRACT APPROACH MARKERS
- 4 SITE 2 - SR 367 (BLOXHAM CUT-OFF) APPROACH MARKERS
- 5 SITE 3 - LANGSTON HOUSE (SMITH CREEK ROAD) APPROACH MARKERS
- 6 SITE 4 - MACK LANDING RECREATION AREA APPROACH MARKERS
- 7 SITE 5 - SR 65 APPROACH MARKERS
- 8 SITE 6 - WRIGHT LAKE RECREATION AREA APPROACH MARKERS
- 9 SITE 7 - FORT GADSDEN HISTORIC SITE APPROACH MARKERS
- 10 SITE 8 - WATERFRONT TRAIL PARK - APALACHICOLA APPROACH MARKERS
- 11 SITE 9 - CARRABELLE GATEWAY APPROACH MARKERS
- 12 SITE 10 - CROWDER MARINA APPROACH MARKERS
- 13 SITE 11 - CROOKED RIVER LIGHTHOUSE APPROACH MARKERS
- 14 SITE 12 - SOPCHOPPY DEPOT APPROACH MARKERS
- 15 SITE 13 - ST. MARKS RIVER PARK APPROACH MARKERS
- 16 SITE 14 - WAKULLA STATE FOREST APPROACH MARKERS
- 17 SITE 15 - FORT BRADEN TRAILHEAD APPROACH MARKERS
- 18 SITE 16 - LONE STAR ROAD - JUNCTION OF SR 20 AND CR 375 APPROACH MARKERS
- 19 SITE 17 - FIRE TOWER US 919 APPROACH MARKERS
- 20 SITE 18 - HIGHWAY 98 IN FRANKLIN COUNTY APPROACH MARKERS
- 21 SITE 19 - FIRE TOWER SR 65 APPROACH MARKERS
- 22 SITE 20 - DWARF CYPRESS BOARDWALK APPROACH MARKERS
- 23 SITE 21 - OCHLOKONEE BAY BOAT RAMP APPROACH MARKERS
- 24 SITE 22 - LEONARD'S LANDING APPROACH MARKERS
- 25 SITE 23 - CARRABELLE BEACH APPROACH MARKERS
- 26 SITE 24 - ST. GEORGE ISLAND LIGHTHOUSE AND INFORMATION CENTER APPROACH MARKERS
- 27 SITE 25 - JUNCTION OF SR 365 & SR 367 APPROACH MARKERS
- 28 SITE 26 - FLORIDA NATIONAL SCENIC TRAIL APPROACH MARKERS
- 29 SITE 27 - BOTTOMS ROAD LANDING APPROACH MARKERS
- 30 SITE 28 - OTTER LAKE RECREATION AREA APPROACH MARKERS
- 31 SITE 29 - EAST-POINT VISITOR CENTER APPROACH MARKERS
- 32 SITE 30 - NEWPORT PARK / ST. MARKS RIVER APPROACH MARKERS
- 33 SITE 31 - WAKULLA COUNTY WELCOME CENTER APPROACH MARKERS
- 34 SITE 32 - MASHES SANDS BOAT RAMP APPROACH MARKERS

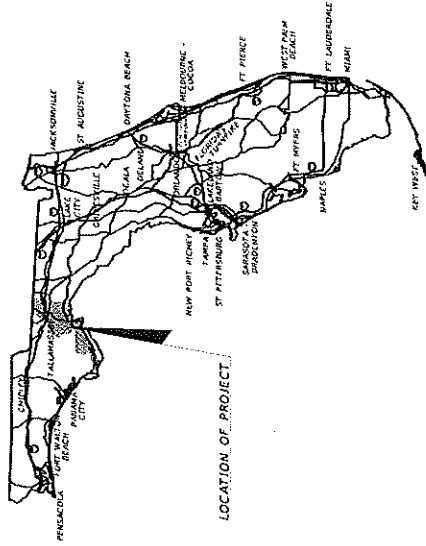
GOVERNING STANDARD PLANS:

Florida Department of Transportation, FY2023-24 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).

Standard Plans for Road Construction and associated IRs are available at the following website: <http://www.fdot.gov/design/standardplans>

GOVERNING STANDARD SPECIFICATIONS:

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



LOCATION OF PROJECT

COUNTY COMMISSIONERS

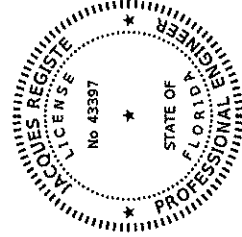
- DISTRICT 1 BILL PROCTOR
- DISTRICT 2 CHRISTIAN CABAN
- DISTRICT 3 RICK MINOR
- DISTRICT 4 BRIAN WELCH
- DISTRICT 5 DAVID O'KEEFE
- AT-LARGE 1/ VICE CHAIR CAROLYN CUMMINGS
- AT-LARGE 1/ CHAIRMAN NICK MADDOX
- COUNTY ADMINISTRATOR VINCENT S. LONG
- DIRECTOR OF PUBLIC WORKS BRENT PELL, P.E.

SHOP DRAWINGS TO BE SUBMITTED TO:

LEON COUNTY DEPARTMENT OF PUBLIC WORKS
2280 WICCOUSKEE ROAD, TALLAHASSEE FLORIDA 32308
PHONE: (850) 806-1500
FAX: (850) 806-1501

ENGINEER OF RECORD:

JACQUES REGISTRE, P.E.
P.E. NO.: 43397
EBBSTONE, INC.
3370 CAPITAL CIRCLE, NE, SUITE J
TALLAHASSEE, FL 32308
PHONE: (850) 894-4422
VENDOR NUMBER: 8145532915

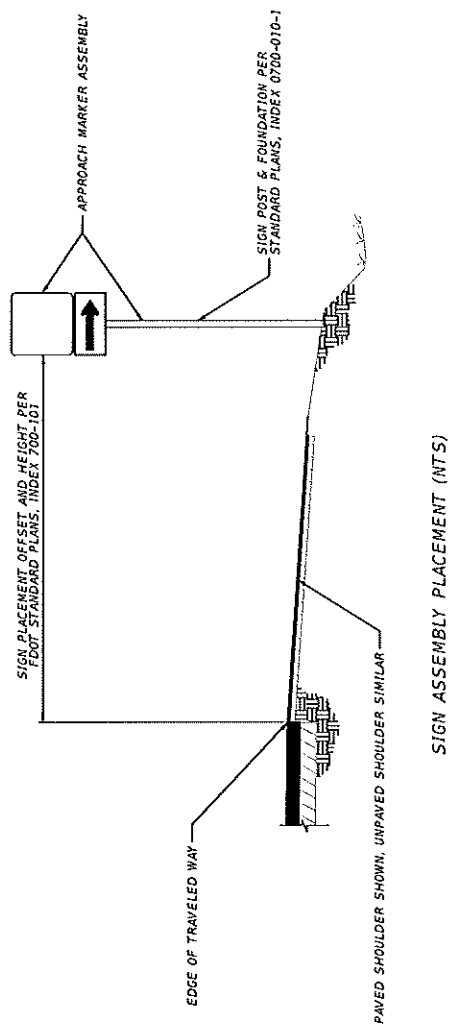
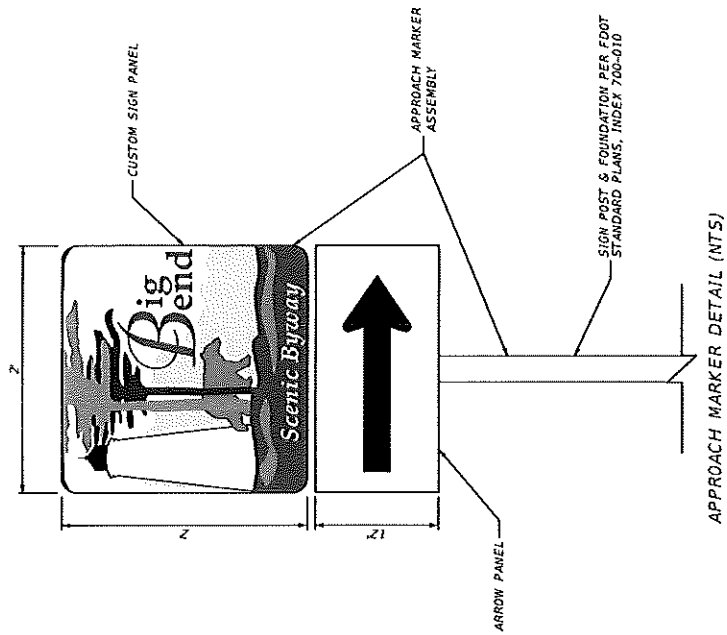


THIS ITEM HAS BEEN DIGITALLY
SIGNED AND SEALED BY

Jacques Registre 2023.11.03
10:29:40 -04'00'

ON THE DATE ADJACENT TO THE SEAL
PRINTED COPIES OF THIS DOCUMENT ARE
NOT CONSIDERED SIGNED AND SEALED
AND THE SIGNATURE MUST BE VERIFIED
ON ANY ELECTRONIC COPIES.

SHEET NO.	1
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DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION

LEON COUNTY DEPARTMENT OF PUBLIC WORKS		ROAD NO.		FINANCIAL PROJECT ID	
COUNTY		COUNTY		424369-4-56-01	

JACQUES REGISTE, P.E. P.E. LICENSE NUMBER 43397 EBBSTONE, INC. 3370 CAPITAL CIRCLE NE, SUITE J TALLAHASSEE, FL 32308		11/17/2023		8:54:59 AM		Default	
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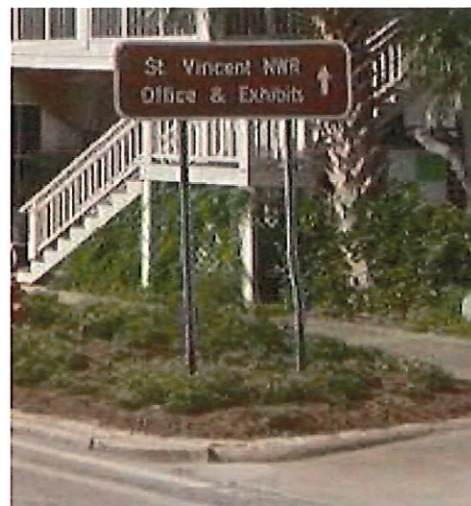
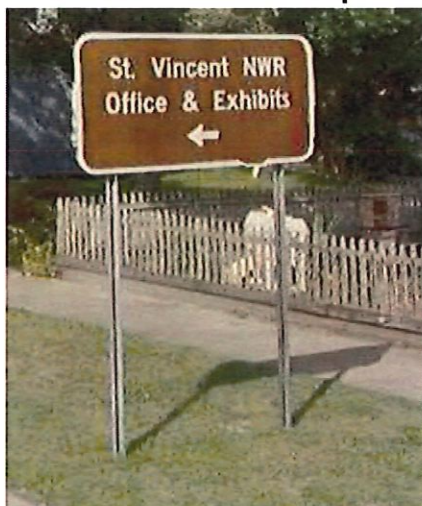
APPROACH MARKER DETAILS		SHEET NO.	
		2	

Z:\2015_Current_Projects\0602_8856_Leon_County\424369\5801\roadway\17P580202.dwg.DGN

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



Map for Approach Markers



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

SUBJECT: Capital Improvements Plan Funding Request for Riverfront Park Transient Boating

Agenda Location: New Business
Item Number: 5
Department: Harbor Master Marinas and Docks
Contact: Brandon Henderson
Presenter: Charles Anderson

BRIEF SUMMARY:

Project Title: Riverfront Park Transient Utility Installation
Requested Amount: \$100,000 (Capital Improvements Plan Funds)
Match: No Match Required
Project Timeline: Completion by August 31, 2026 (Before the Fall transient boater cycle)

The City of Apalachicola regularly receives inquiries from transient boaters regarding the availability of water and shore power at Riverfront Park. Currently, the lack of utility infrastructure limits overnight stays and capping potential municipal revenue. Investing \$100,000 from the Capital Improvements Plan will fund the installation of four utility pedestals and a dedicated water line. This project expands our maritime infrastructure, aligns our services with neighboring cities, and creates a strong, recurring revenue stream while driving downtown economic growth.

Installing utility pedestals allows the City to restructure and increase transient docking fees. Upgrading these services is projected to increase Scipio Creek Fund revenues by over 100%, mirroring the successful maritime models of Carrabelle and Port St. Joe. Providing reliable utilities encourages boaters to extend their stays, directly increasing foot traffic and consumer spending in local restaurants, retail stores, and eco-tourism outings.

A highly qualified, city-vetted engineering firm will design and manage the project for a minimal, negotiated fee. Local electrical and plumbing contractors will execute the installation, keeping the project funds within the community. The project consists of installing four heavy-duty utility pedestals and extending a primary water line to the currently unserved side of the park. The project is shovel-ready and structured for completion by the end of August to capitalize immediately on the peak Fall boating season.

RECOMMENDED MOTION AND REQUESTED ACTIONS: Authorize expenditures from CIP fund.

FUNDING SOURCE: City of Apalachicola Capital Improvement Fund

ATTACHMENTS: None

STAFF'S COMMENTS AND RECOMMENDATIONS: Approve Riverfront Park Upgrades to increase revenue for the City through transient boater fees.

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

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

AGENDA INFORMATION:

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

BRIEF SUMMARY:

Project Title: Construction Completion HCA Building and Old City Hall
Funder: FloridaCommerce Rural Infrastructure Fund (RIF)
Grant Application Due: July 13, 2026
Estimated Cost:
Old City Hall Construction: \$500,000
HCA Building: \$250,000
FFE for Both Buildings: \$500,000
Total Costs: \$1.25 million
Match: NO MATCH REQUIRED DUE TO RURAL AREA OF OPPORTUNITY and NO CAP ON CONSTRUCTION REQUEST

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

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

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

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

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

ATTACHMENTS: None

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

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

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

AGENDA INFORMATION:

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

BRIEF SUMMARY:

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

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

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

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

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

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

FUNDING SOURCE: FDEP Resilient Florida grant.

ATTACHMENTS: None

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

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

SUBJECT: Approval for FDEP Resilience Implementation Grant Application Submission

AGENDA INFORMATION:

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

BRIEF SUMMARY

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

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

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

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

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

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

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

FUNDING SOURCE: FDEP Resilient Florida Implementation Grant.

ATTACHMENTS: None

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

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

SUBJECT: Authorization to Submit Grant Application to FDEP Resilient Florida Planning Program for Commerce Street Pervious Parking Project

AGENDA INFORMATION:

Agenda Location: New Business
Item Number: 9
Department: Grants, Compliance, and Procurement
Contact: Leslie Glaze/Charles Anderson
Presenter: Charles Anderson

BRIEF SUMMARY:

Project Title: Planning for Pervious Parking Project

Estimated Costs: \$250,000

Match: Fully Grant Funded

Timeline: Grant Cycle July 1 – September 1, 2026. Project will take 1 year to plan and 1 year to design/build.

This proposal seeks Commission authorization to submit a grant application to the Florida Department of Environmental Protection (FDEP) Resilient Florida Planning Program. The grant will fund the design and planning of a 10,000-square-foot pervious parking area on a 1/4-acre parcel of vacant City-owned property in the historic Bowery District. Located along Commerce Street between Avenue G and Avenue H, this project will simultaneously treat critical urban stormwater runoff and add up to 50 new parking spaces to support downtown economic growth. Crucially, this project directly links to the Avenue H Pervious Parking Lot Project, which has already been funded by the Florida Legislature and approved by this Commission. This project will allow for seamless integration with the approved Avenue H Pervious Parking Lot Project to create a unified, resilient parking corridor.

The Bowery District faces increasing vulnerabilities to localized flooding and sea-level rise. Transitioning this 10,000-square-foot parcel into a pervious parking lot creates a functional "sponge" in our urban core. The design will capture, filter, and infiltrate stormwater onsite, reducing the volume of untreated runoff entering adjacent water bodies and easing the burden on the City's aging traditional drainage system.

Downtown revitalization has increased visitor traffic and commercial activity, resulting in a critical deficit of vehicle parking. Adding up to 50 new parking spaces on Commerce Street directly supports small businesses, restaurants, and retail shops in the Bowery District. It

leverages City-owned land to drive economic development without the high cost of land acquisition. By anchoring this project to the recently funded Avenue H Pervious Parking Lot Project, the City demonstrates a cohesive, master-planned approach to resilience. FDEP grant reviewers heavily favor projects that build upon existing state investments, significantly increasing our competitiveness for this funding cycle.

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

FUNDING SOURCE: FDEP, Planning grant is 100% funded.

ATTACHMENTS:

STAFF'S COMMENTS AND RECOMMENDATIONS: Apply for the Resilience Planning Grant to develop a comprehensive parking mitigation plan. The plan will be how to design and build green-initiative pervious parking in the Downtown Commercial District.

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

SUBJECT: Approval for FDEP Resilience Implementation Grant Application Submission

AGENDA INFORMATION:

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

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

Project Name: Avenues Stormwater Retrofit Project

Estimated Budget: \$2.5 million

Local Match: 0% (Fully grant-funded)

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

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

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

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

- Leslie Street

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

FUNDING SOURCE: FDEP Resilient Florida Implementation Grant.

ATTACHMENTS: None

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

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

SUBJECT: Approval for FDEP Resilience Implementation Grant Application Submittal

AGENDA INFORMATION:

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

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

Project Name: LPA0140 Stormwater Pip Relining and Backflow Device
Estimated Budget: \$100,000
Local Match: 0% (Fully grant-funded)
Grant Cycle: July 1, 2026 – September 1, 2026

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

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

FUNDING SOURCE: FDEP Resilient Florida Implementation Grant.

ATTACHMENTS: None

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

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

SUBJECT: Referendum Language

AGENDA INFORMATION:

Agenda Location: Old Business
Item Number: 1
Department: Commission
Contact: Dan Hartman
Presenter: Dan Hartman/Charles Anderson, Mgr

BRIEF SUMMARY:

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

RECOMMENDED MOTION AND REQUESTED ACTIONS:

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

FUNDING SOURCE: N/A

ATTACHMENTS:

Proposed Ballot Language Options

STAFF'S COMMENTS AND RECOMMENDATIONS:

Option 1

Ballot Title: Referendum on Challenging Local Bill HB 4103

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

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

Option 2

Ballot Title: City Challenge to Water & Sewer District Law

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

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

Option 3

Ballot Title: Challenge to HB 4103

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

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

Optional Explanatory Statement (if the Supervisor charter allows one)

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

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

Drafting Notes:

Ballot Referendum Title must be 15 Words or less

Ballot Referendum Language must be 75 words or less

CITY OF APALACHICOLA

Grant Projects Report

July 2026

Executive Summary

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

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

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

Current Projects

Wells Rehabilitation & Maintenance — Two Funding Streams

Funding Stream 1 — Well Disinfection

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

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

Funding Stream 2 — Preventive Maintenance System

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

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

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

New Municipal Well — Completion by December 31, 2030

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

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

African American Museum — Completion December 2026

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

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

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

Scipio Dock Electrical — Estimated Completion October 2027

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

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

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

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

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

Contractor	Monolith Construction; Dewberry
Grant Management	City of Apalachicola

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

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

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

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

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

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

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

Riverfront Revitalization Community Project — Completion September 2027

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

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

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

Flo-Vac Sewage Collection Upgrades — Completion December 2026

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

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

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

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

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

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

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

Avenues Stormwater Repairs (M0016) — Completion July 2026

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

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

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

Critical Asset Flood Management — Completion June 2027

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

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

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

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

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

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

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

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

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

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

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

Odor Scrubber / Aerator — Completion May 2026

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

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

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

Avenue H Parking Lot — Completion June 1, 2027

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

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

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

Avenue B Pipe Repairs — Completion June 30, 2027

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

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

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

Market Street Vacuum Station

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

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

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

Inflow & Infiltration Study (LPA0451) — Completed March 2026

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

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

Update: Reimbursement and closeout is in progress.

Bodiford & Scipio Docks — Completion March 2026

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

Purpose: Repair the docks to pre-Michael status.

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

FEMA & Other Reimbursements to Date

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

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

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

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

Expected Fee Reimbursements for July and August 2026:

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

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

Current Grant Applications

1. Florida Department of Transportation (FDOT)

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

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

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

2. Division of Historical Resources (DHR)

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

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

3. Community Planning Technical Assistance Grant Program

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

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

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

BAR Requests for Grant Applications

FDEP Resilience Implementation Grant Application

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

FDEP Resilience Planning Grant Application

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

FloridaCommerce Rural Infrastructure Fund Grant Application

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

Possible Grant Opportunities

USDA Community Facilities Grant Program

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

Coastal Partnership Initiative Grant Program

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

Clean Vessel Act (CVA)

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

Stan Mayfield Working Waterfronts Capital Outlay Grant Program

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