

**PUBLIC HEARING & REGULAR MEETING
CITY COMMISSION
CITY OF APALACHICOLA, FLORIDA
TUESDAY, JANUARY 8, 2019 – 6:00 PM
APALACHICOLA COMMUNITY CENTER
#1 BAY AVENUE
APALACHICOLA, FLORIDA**

AGENDA

You are welcome to speak or comment on any matter under consideration by the Apalachicola Board of City Commissioners 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.

- I. Call to Order
 - Invocation (Please rise and remain standing)
 - Pledge of Allegiance
- II. Agenda Adoption
- III. Mayor's and Commissioners Reports and Communications
 - A. Filing Amicus Brief in the Federal Lawsuit against the U.S. Army Corp of Engineers
 - To Request that the City of Apalachicola File an Amicus Brief in the Federal Lawsuit Against the U. S. Army Corp of Engineers
- IV. City Manager Communications
 - 2016-2017 Annual Audit Report
 - Monthly Finance Report
 - Recovery Scoping Meeting with FEMA
 - City-Wide Storm Water and Sewer Issues
- V. Attorney Pat Floyd Comments
- VI. Public Hearings
 - A. Public Hearing - Ordinance No. 2018-07 – Tree Ordinance
 - B. Public Hearing – Ordinance No. 2018-08 – Duke Energy Electric Franchise Agreement
- VII. Public Comment

The public is invited to speak on any non-agenda and/or consent agenda topics. Comments should be less than “five” minutes.

All items on the Consent Agenda are considered routine, to be enacted by one motion. If a member of the governing body requests discussion of an item, it will be removed from the Consent Agenda and considered separately.

- VIII. Consent Agenda
 - A. Meeting Minutes Adoption
 - **Suggested Motion:** Adopt the December 4, 2018 Public Hearing and Regular Meeting and December 18, 2018 Public Hearing and Special Meeting Minutes.
 - B. Planning & Zoning Minutes Confirmation
 - **Suggested Motion:** Confirm the November 2018 Planning and Zoning Minutes

IX. Unfinished Business

- A. Ordinance No. 2018-07 – Tree Ordinance – Second Reading
- **Suggested Motion:** None at this time pending comments received during the Public Hearing.
- B. Ordinance No. 2018-08 – Duke Energy Electric Franchise Agreement
- **Suggested Motion:** None at this time pending public comment and further direction from the City Commission.

X. New Business

- A. Resolution 2019-01 Amending Policy No. 9 of the City of Apalachicola Personnel Policies and Procedures
- **Suggested Motion:** To Approve Resolution 2019-01 to Amend Policy 9 of the City of Apalachicola Personnel and Procedures Manual.
- B. Joint Workshop with Planning and Zoning Board – Ordinance 2019-01 Historic Regulations
- **Suggested Motion:**
 1. Set a Joint Workshop with Planning and Zoning Board on _____ at _____ p.m. for the Presentation and Discussion of Revised Historic Regulations.
 2. To Change the Permitting Policy to Increase the Completed Permit Application Deadline from Ten(10) days to thirty (30) days prior to the Planning and Zoning Board Meeting.
- C. Request for Change to Florida Statute 379.361(5) – Apalachicola Bay Oyster Harvesting License Program
- **Suggested Motion:**
 1. To Notify the State of Florida that the City is Requesting a Change to Statute 379.361(5) Removing the City of Apalachicola as Administrator of the Apalachicola Bay Oyster Harvesting License Due to a Lack of Resources to Properly Administer the Program.
 2. Request that City Lobbyist Patrick Bell Assist the City with the Statute Change Request
- D. Use of City –Leased Property – Children’s Learning Center
- **Suggested Motion:** To Authorize the City Manager and City Attorney to Develop and Execute an Agreement with Early Learning Task Force for the Use of a Portion of City-Leased Property for Certain Non-Permanent Improvement of the Children’s Learning Center.
- E. Harbor Master House Lease Agreement – Florida Fish and Wildlife Conservation Commission
- **Suggested Motion:** To Approve the Lease Agreement for the Harbor Master Building with the State of Florida Fish and Wildlife Conservation Commission and Authorize the City Manager to Execute the Agreement.

XI. 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: January 8, 2019**

SUBJECT: Filing Amicus Brief in the Federal Lawsuit against the U.S. Army Corp of Engineers

AGENDA INFORMATION:

Agenda Location: Mayor and Commissioners Reports and Communications
Item Number: A
Department: Administration
Contact: Van W. Johnson, Sr., Mayor
Presenter: Van W. Johnson, Sr., Mayor

BRIEF SUMMARY: An amicus brief is not a lawsuit or legal challenge. An amicus brief is a document, prepared by an attorney and filed in court cases by non-litigants with an interest in the case. It provides an opportunity for parties outside of the case to explain how they are affected by the current situation and potential outcome. It is requested that the City of Apalachicola file an Amicus Brief in the federal lawsuit between Earthjustice (representing the National Wildlife Federation, the Florida Wildlife Federation, and the Apalachicola Riverkeeper) and the U.S. Army Corps of Engineers.

RECOMMENDED MOTION AND REQUESTED ACTIONS: To Request that the City of Apalachicola File an Amicus Brief in the Federal Lawsuit Against the U.S. Army Corp of Engineers

FUNDING SOURCE: Governing Body – Legal Services (if any)

ATTACHMENTS: Amicus Brief Summary and Map of Apalachicola-Chattahoochee-Flint Rivers Basin

STAFF'S COMMENTS AND RECOMMENDATIONS: None at this time pending further discussion by the City Commission.

Amicus Brief

What is an Amicus Brief?

An amicus brief is not a lawsuit or legal challenge. An amicus brief (AB) is a document, prepared by an attorney and filed in court cases by non-litigants with an interest in the case. It provides an opportunity for parties outside of the case to explain how they are affected by the current situation and potential outcome. The briefs advise the court of relevant, additional information that the judge might wish to consider. There are no legal repercussions for a party submitting an AB. An AB allows an individual or group to weigh in on a case when that person or group has a perspective to contribute, but is not a party to the case. "Amicus" in this context means "friend of the court." An AB usually brings a unique perspective or specific information that can help the court make its decision.

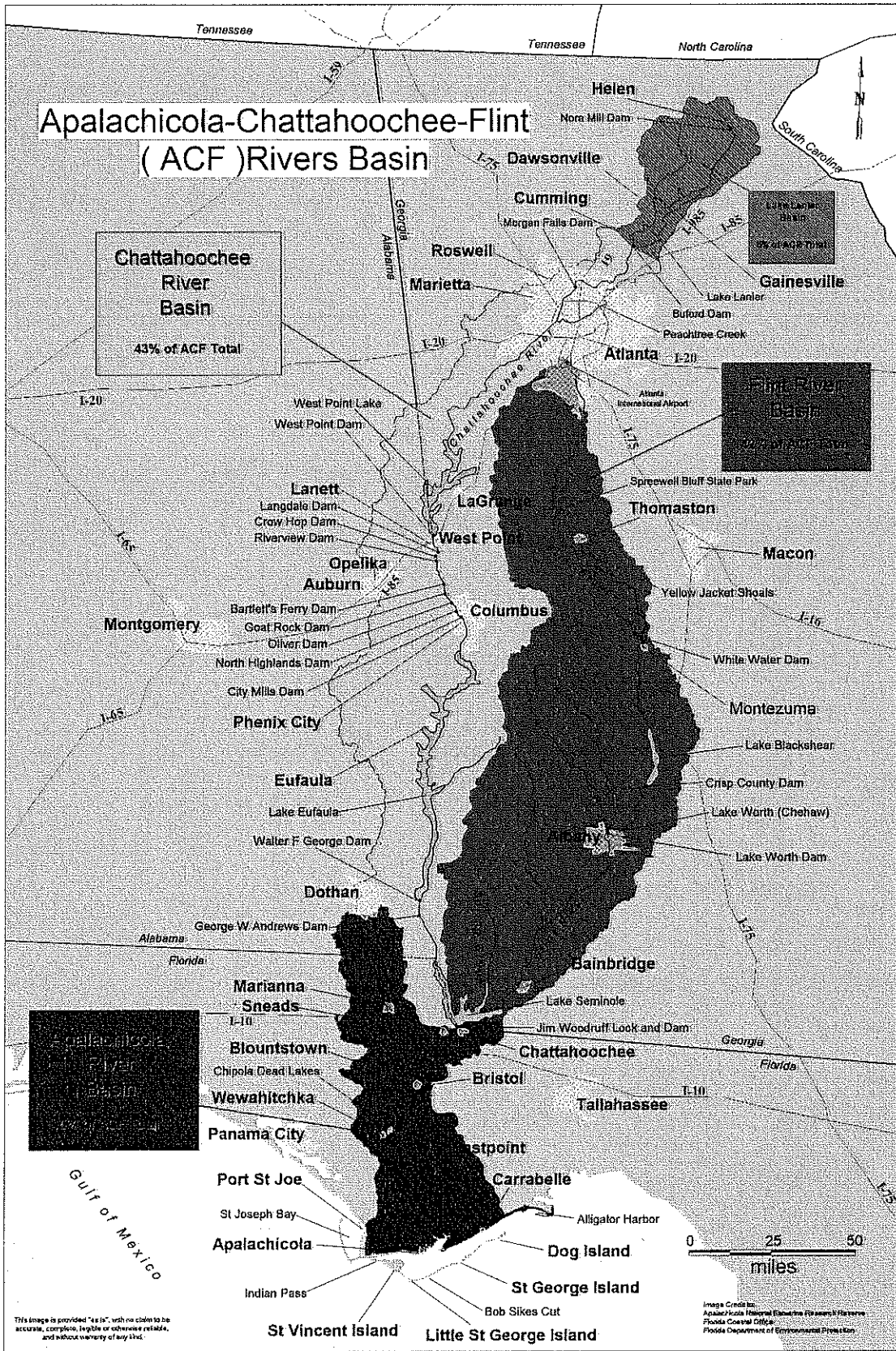
In public interest cases, there are often law school clinics or pro bono lawyers available to prepare and file amicus briefs at little to no cost on behalf of individuals or groups who would like to be heard in a specific case. Typically, these lawyers confer with the interested group about the issues that should be raised in the brief, then draft both the brief and a request to the court to file the brief. The court has full discretion to grant or deny the request. Submitting the written brief usually represents the totality of the amicus' participation in the case, and the brief is considered by the judge along with all other filings before ruling on the case.

Overview of the ACF System and management by the U.S. Army Corps of Engineers

The U.S. Army Corps of Engineers' (USACE or Corps) manages the flow of water from the federal reservoirs of the Apalachicola-Chattahoochee-Flint Rivers (ACF) system. See photo below. The Corps updated its Master Water Control Manual (WCM) of the system, recently. A water control manual is the guiding document that specifies how the USACE operates their reservoirs. USACE does not consider the Apalachicola Bay part of the ACF River Basin and does not consider the full ecological impacts of its actions on the Bay. As such, the USACE does not consider the full ecological needs of the Apalachicola Bay as part of its WCM. The health of the Apalachicola Bay is inextricably connected to the Apalachicola River. The Apalachicola River, Floodplain, and Bay have suffered significant negative ecological impacts due to decline in freshwater flow from upstream.

The Legal Challenge

Earthjustice is representing the National Wildlife Federation, the Florida Wildlife Federation, and the Apalachicola Riverkeeper in the federal suit filed in the U.S. District Court for the District of Columbia. Recently, it was reassigned to a court in Atlanta. The lawsuit shows that the U.S. Army Corps of Engineers failed to properly protect the environment when it developed a water management plan that will guide freshwater flows through the Apalachicola-Chattahoochee-Flint River system for decades to come. The lawsuit further points out that the Corps' plan, and the environmental impact statement used to develop that plan, violate several federal environmental laws: the National Environmental Policy Act, the Water Resources Development Act and the Fish and Wildlife Coordination Act. The suit asks the Court to order the U.S. Army Corps of Engineers to re-do the water management plan and environmental impact statement to comply with federal environmental laws. Among other things, the Army Corps failed to conduct a sufficient Environmental Impact Statement when it considered a new water management regime for the rivers, and failed to create a plan to mitigate damaging impacts to fish and wildlife, as required by federal law. The Corps also failed to develop a plan that advances fish and wildlife conservation, which violates the Fish and Wildlife Coordination Act. The Corps' plan would further starve the Apalachicola ecosystem of vital freshwater flows, including during the critical breeding, spawning and flowering seasons for many species. The case is on-going. More details on complaint.



Apalachicola-Chattahoochee-Flint (ACF) Rivers Basin

Chattahoochee River Basin
43% of ACF Total

Flint River Basin
22% of ACF Total

Apalachicola River Basin
35% of ACF Total

This image is provided "as is", with no claim to be accurate, complete, legible or otherwise reliable, and without warranty of any kind.

Image Credits:
Apalachicola River Basin: Florida Research Institute
Florida Coastal Office
Florida Department of Environmental Protection



CITY OF APALACHICOLA

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www.cityofapalachicola.com

January 8, 2019

Mayor
Van W. Johnson, Sr.

TO: Mayor and City Commission

Commissioners
Brenda Ash
John M. Bartley, Sr.
James L. Elliott
Anita Grove

FR: Ron Nalley, City Manager *RN*

RE: City Manager Communications – January City Commission Meeting

City Manager
Ron Nalley

During your meeting on January 8th, I will be giving a brief update on several matters. Below is a summary of those topics:

City Administrator
Lee H. Mathes, MMC

1) 2016-2017 Annual Audit Report – The 2016-2017 Annual Audit Report was submitted to the State on December 31, 2018. Copies of the Audit will be distributed to the Commission at your meeting. The Auditor issued a “Disclaimer Opinion” Please note that this is not an opinion, instead, it means that auditors chose not to render one due to the unavailability of financial data. I believe that the 2017-2018 audit will be better news for the City and will show proper internal controls are being put into place. Staff has been working hard this month making sure that all contracts and invoices have supporting documentation in preparation for the upcoming audit.

City Clerk
Deborah Guillotte, CMC

2) Monthly Finance Report – In an effort to provide better detail to the Commission and public on the financial condition of the City, staff has developed a monthly line item financial report. Lee Mathes and I will go over the report with you at the meeting. If you have questions or concerns with the report, please do not hesitate to contact us.

City Attorney
J. Patrick Floyd

3) Recovery Scoping Meeting with FEMA – The City of Apalachicola Recovery Scoping Meeting with FEMA is scheduled for January 10th. The meeting is a detailed and in-depth working session between the City and FEMA staff to discuss the impacts of Hurricane Michael and develop the strategy for Public Assistance grant development. The Recovery Scoping Meeting also starts the 60-day regulatory timeframe during which the City must identify and report all damage.

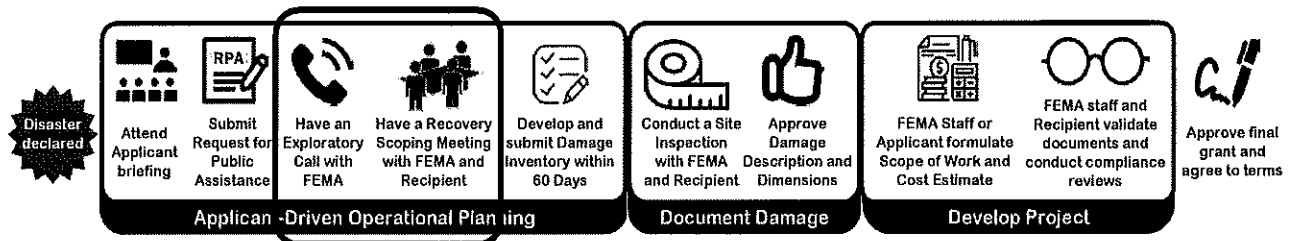
4) City-wide Stormwater and Sewer Issues – Due to the extreme rain events, the City has been experiencing several problems with our stormwater and sewer systems. Due to the volume and intensity of the rain, the ground is completely saturated and we have experienced backups in several areas around the City. Crews are working hard to resolve these, but please understand that some of these matters will require longer term solutions. If you have specific questions or concerns about an area, please do not hesitate to call me or our Public Works staff.

If you questions or have other topics that you would like for me to update you on, please do not hesitate to contact me.

Early Coordination: Exploratory Call and Recovery Scoping Meeting

This Quick Guide explains **why the Exploratory Call and the Recovery Scoping Meeting are important** to the success of FEMA Public Assistance grant development and the **responsibilities of an Applicant** in this early coordination.

The Public Assistance Program Delivery Process



What is an Exploratory Call?

An Exploratory Call is an **introductory discussion between an Applicant and FEMA staff** to discuss disaster-related damages and learn what is required to develop a Public Assistance grant. After a Request for Public Assistance has been approved, Applicants are assigned a Program Delivery Manager, who will be their central FEMA point of contact to help navigate the grant process. The Program Delivery Manager will conduct an Exploratory Call, which should occur within 7 days of assignment. During the call, an Applicant will:

- Connect with the Program Delivery Manager
- Learn about Public Assistance grants and how they are developed
- Describe incident-related damage and barriers to recovery, including impacts to critical infrastructure and funding needs
- Learn how to report damage claims
- Identify key personnel to include in future meetings
- Learn about key documentation that must be submitted in support of damage claims
- Discuss and schedule the Recovery Scoping Meeting.

Recipient

State, tribe or territory that receives and administers the Public Assistance Federal award.

Applicant

State, local, tribal, or territorial government or eligible private non-profit entity submitting a request for assistance under the Recipient's Federal award.

The Program Delivery Manager uses the Exploratory Call to tailor the agenda of the Recovery Scoping Meeting. It also allows an Applicant to prepare for and coordinate participation in the Recovery Scoping Meeting.

What is a Recovery Scoping Meeting?

A Recovery Scoping Meeting is a **detailed and in-depth working session** between an Applicant and FEMA staff to discuss the impacts of the incident and develop the strategy for Public Assistance grant development. The discussion during the Recovery Scoping Meeting establishes an Applicant's priorities and sets the tempo for the Public Assistance delivery process. The Recovery Scoping Meeting occurs within 21 days of Applicant assignment to a Program Delivery Manager.

The Recovery Scoping Meeting starts the 60-day regulatory timeframe during which an Applicant must identify and report damage.

How should an Applicant prepare for a Recovery Scoping Meeting?

An Applicant should be ready to actively participate in this working session and invite all relevant staff with knowledge of disaster-related damages and community needs, to ensure the Applicant and FEMA can develop an appropriate strategy for recovery. To prepare for the Recovery Scoping Meeting, an Applicant should consider the steps below.

Topics in Recovery Scoping Meeting

- Applicant's recovery plans and priorities
- Details of incident-related damage
- Work that has already been done
- Logically grouping damages into projects
- Documentation and information needs
- Schedule and dates for site inspections
- Potential hazard mitigation opportunities
- Insurance, environmental and historic preservation compliance requirements

- Continue to **identify and report disaster-related damages** in the Damage Inventory in Grants Portal. Applicant may develop a draft damage inventory to discuss with the Program Delivery Manager prior to uploading into Grants Portal.
- Identify **desired recovery outcomes** for disaster-related damage. Consider:
 - How do you want to fix your damaged facilities and/or infrastructure?
 - Do you have long-term community development plans?
 - Do you need help in determining your long-term plan?
- Prioritize disaster-related damages**. Consider:
 - Which facilities or infrastructure should be addressed first?
 - Do you have any funding needs?
- Identify and **invite the staff** with in-depth knowledge of disaster-related damages, such as public utilities managers, transportation department staff, or bookkeeping staff who can gather supporting documentation for disaster claims.
- Identify **representatives with knowledge** of damaged facilities or infrastructure **who will participate in site inspections**.
- Begin to **gather supporting documentation**, including pay/personnel policy, procurement Policy, relevant insurance policies, and contracts.
- Review schedule** and identify times for regular follow-up meetings with FEMA.

The *Quick Guide* series is a set of documents that explain the roles and responsibilities of Recipients and Applicants in key steps in FEMA's Public Assistance Program delivery process. The Public Assistance Program provides Federal grant funding to help communities quickly respond to and recover from major disasters or emergencies declared by the President. Read more about Public Assistance Program delivery in other Quick Guides, the [Public Assistance Program and Policy Guide](#), and resources available on [Grants Portal](#).

CITY OF APALACHICOLA LINE ITEM FINANCIAL STATEMENTS
 FOR PERIOD ENDED NOVEMBER 30, 2018
 GENERAL FUND REVENUES

GS#	TITLE	ADOPTED BUDGET	AMENDMENTS	AMENDED BUDGET	CURRENT PERIOD	YTD ACTUAL	% OF BUDGET	REMAINING BALANCE
411001	AD VALOREM TAX - 9.6043	1,344,400.00		1,344,400.00	198,218.98	198,218.98	15%	1,146,181.02
412001	1/2 CENT SALES TAX	170,000.00		170,000.00	26,549.15	26,549.15	16%	143,450.85
412002	MOBILE HOME LICENSE TAX	100.00		100.00	108.25	108.25	108%	(8.25)
412003	ALCOHOLIC BEVERAGE TAX	8,000.00		8,000.00	2,700.31	2,700.31	34%	5,299.69
413100	UTILITY FRANCHISE	130,000.00		130,000.00	29,063.05	29,063.05	22%	100,936.95
413200	LOCAL COMMUNICATIONS TAX	62,000.00		62,000.00	9,698.73	9,698.73	16%	52,301.27
414100	UTILITY TAX	200,000.00		200,000.00	17,500.31	17,500.31	9%	182,499.69
421001	OCCUPATIONAL LICENSE TAX	30,000.00		30,000.00	6,642.88	6,642.88	22%	23,357.12
422006	GOLF CART PERMITS	10,000.00		10,000.00	2,000.00	2,000.00	20%	8,000.00
422004	SPECIAL EXCEPTION/VARIANCE FEE	6,000.00		6,000.00			0	6,000.00
415120	STATE REVENUE SHARING	93,000.00		93,000.00	15,774.85	15,774.85	17%	77,225.15
4302	FINES & FORFEITURES	2,000.00		2,000.00	42.93	42.93	2%	1,957.07
4303	CEMETERY LOTS & OPENINGS	15,000.00		15,000.00	1,500.00	1,500.00	10%	13,500.00
44012	FACILITY/PROPERTY RENT	37,000.00		37,000.00	4,706.65	4,706.65	13%	32,293.35
422001	BUILDING PERMIT FEES	40,000.00		40,000.00	2,045.25	2,045.25	5%	37,954.75
422007	TREE APPLICATION FEES	3,300.00		3,300.00	550.00	550.00	17%	2,750.00
44025	STORMWATER FEES	30,000.00		30,000.00	3,828.11	3,828.11	13%	26,171.89
440163	DOT - TRAFFIC LIGHT REIMB	4,500.00		4,500.00			0	4,500.00
440183	SANITATION FEES	550,000.00		550,000.00	46,172.54	46,172.54	8%	503,827.46
4555	COMMUNITY GARDEN	3,000.00		3,000.00	302.16	302.16	10%	2,697.84
44018	FARMERS MARKET	3,000.00		3,000.00	582.88	582.88	19%	2,417.12
4401	MISCELLANEOUS REVENUES	2,000.00		2,000.00	66.68	66.68	3%	1,933.32
4505	GRANT - GIS MAPPING PHASE II	50,000.00		50,000.00			0	50,000.00
45081	GRANT - FAMU BUSINESS SUPPORT	147,700.00		147,700.00			0	147,700.00
4537	GRANT - TECHNICAL ASSISTANCE	40,000.00		40,000.00			0	40,000.00
45364	GRANT - FWC PARK RESTROOMS	462,400.00		462,400.00			0	462,400.00
44025	GRANT - STORMWATER RETROFIT	398,500.00		398,500.00	10,323.41	10,323.41	3%	388,176.59
4546	GRANT - DOT BEAUTIFICATION	200,000.00		200,000.00			0	200,000.00
4102	PROJECT IMPACT	370,900.00		370,900.00	52,007.72	52,007.72	14%	318,892.28
415140	LOCAL OPTION GAS TAX	62,000.00		62,000.00	11,608.98	11,608.98	19%	50,391.02
4301	COUNTY FIRE PROTECTION - MSBU	40,000.00		40,000.00	7,015.52	7,015.52	18%	32,984.48
4304	APALACHICOLA OYSTER LICENSE	40,000.00		40,000.00			0	40,000.00
4557	HISTORY, CULTURE, ARTS MUSEUM	40,000.00		40,000.00	6,373.05	6,373.05	16%	33,626.95
45023	TRANSFER FROM CRA	10,000.00		10,000.00			0	10,000.00
4501	LIBRARY PROGRAMS	1,000.00		1,000.00			0	1,000.00
4401	INSURANCE - HURRICANE MICHAEL		436,752.07	436,752.07	436,752.07	436,752.07		-
44016	DUKE ENERGY DONATION		10,000.00	10,000.00	10,000.00	10,000.00		-
	TOTAL GENERAL FUND REVENUES	4,605,800.00	446,752.07	5,052,552.07	902,134.46	902,134.46	18%	4,150,417.61

CITY OF APALACHICOLA LINE ITEM FINANCIAL STATEMENTS
 FOR PERIOD ENDED NOVEMBER 30, 2018
 GENERAL FUND - GOVERNING BODY EXPENDITURES

GL#	TITLE	ADOPTED BUDGET	AMENDMENTS	AMENDED BUDGET	CURRENT PERIOD	YTD ACTUAL	% OF BUDGET	REMAINING BALANCE
513120	SALARIES	26,800.00		26,800.00	3,605.60	3,605.60	13%	23,194.40
513210	SOCIAL SECURITY	2,100.00		2,100.00	275.83	275.83	13%	1,824.17
513220	RETIREMENT	2,100.00		2,100.00	266.81	266.81	13%	1,833.19
513230	GROUP INSURANCE	16,100.00		16,100.00	678.18	678.18	4%	15,421.82
513310	LEGAL SERVICES	20,000.00		20,000.00	6,472.00	6,472.00	32%	13,528.00
513400	TRAVEL & TRAINING	1,000.00		1,000.00			0	1,000.00
513520	SUPPLIES	1,000.00		1,000.00			0	1,000.00
513540	DUES & FEES	2,000.00		2,000.00	471.00	471.00	24%	1,529.00
513320	AUDITING	38,000.00		38,000.00	3,197.35	3,197.35	8%	34,802.65
513344	ELECTION EXPENSE	7,000.00		7,000.00			0	7,000.00
513410	COMMUNICATIONS	3,000.00		3,000.00	246.74	246.74	8%	2,753.26
513345	IT SERVICES	1,200.00		1,200.00	975.00	975.00	81%	225.00
513346	LOBBYIST	30,000.00		30,000.00	5,000.00	5,000.00	17%	25,000.00
513450	PUBLIC OFFICIALS LIABILITY INS.	2,000.00		2,000.00			0	2,000.00
513541	GRANT - FAMU BUSINESS SUPPORT	147,700.00		147,700.00			0	147,700.00
510515	LINE OF CREDIT PAYMENT	4,000.00		4,000.00	1,519.81	1,519.81	38%	2,480.19
510513	FEMA - HURRICANE MICHAEL		26,170.52	26,170.52	26,170.52	26,170.52	100%	-
	TOTAL EXPENSES	304,000.00	26,170.52	330,170.52	48,878.84	48,878.84	15%	281,291.68

CITY OF APALACHICOLA LINE ITEM FINANCIAL STATEMENTS
 FOR PERIOD ENDED NOVEMBER 30, 2018
 GENERAL FUND - ADMINISTRATION DEPARTMENT EXPENDITURES

GL#	TITLE	ADOPTED BUDGET	AMENDMENTS	AMENDED BUDGET	CURRENT PERIOD	YTD ACTUAL	% OF BUDGET	REMAINING BALANCE
510120	SALARIES	198,800.00		198,800.00	32,732.80	32,732.80	16%	166,067.20
510210	SOCIAL SECURITY	15,300.00		15,300.00	2,354.98	2,354.98	15%	12,945.02
510220	RETIREMENT	38,700.00		38,700.00	4,178.69	4,178.69	11%	34,521.31
510230	GROUP INSURANCE	39,100.00		39,100.00	6,425.50	6,425.50	16%	32,674.50
510310	LEGAL SERVICES	30,000.00		30,000.00	696.00	696.00	2%	2,304.00
5103101	PLANNING CONTRACT SERVICES	5,000.00		5,000.00	5,000.00	5,000.00	100%	-
510410	COMMUNICATIONS	10,300.00		10,300.00	1,498.17	1,498.17	15%	8,801.83
510400	TRAVEL/TRAINING	3,000.00		3,000.00			0	3,000.00
5105202	GAS	1,500.00		1,500.00			0	1,500.00
510520	SUPPLIES	8,000.00		8,000.00	1,486.53	1,486.53	19%	6,513.47
510521	EQUIPMENT	3,000.00		3,000.00			0	3,000.00
510540	DUES & FEES	2,000.00		2,000.00	35.00	35.00	2%	1,965.00
510440	COPIER/POSTAGE RENTAL	4,200.00		4,200.00	762.48	762.48	18%	3,437.52
510450	WC INSURANCE	5,000.00		5,000.00			0	5,000.00
510480	ADVERTISING	3,000.00		3,000.00	242.00	242.00	8%	2,758.00
510552	IT SERVICES	1,800.00		1,800.00	975.00	975.00	54%	825.00
510547	OYSTER LICENSING	2,500.00		2,500.00			0	2,500.00
11023	TRANSFER TO ABOL ACCT	37,500.00		37,500.00			0	37,500.00
TOTAL EXPENSES		408,700.00		408,700.00	56,387.15	56,387.15	14%	325,312.85

CITY OF APALACHICOLA LINE ITEM FINANCIAL STATEMENTS
 FOR PERIOD ENDED NOVEMBER 30, 2018
 GENERAL FUND - ZONING/CODE ENFORCEMENT DEPARTMENT EXPENDITURES

GL#	TITLE	ADOPTED BUDGET	AMENDMENTS	AMENDED BUDGET	CURRENT PERIOD	YTD ACTUAL	% OF BUDGET	REMAINING BALANCE
511120	SALARIES	70,300.00		70,300.00	12,160.80	12,160.80	17%	58,139.20
511210	SOCIAL SECURITY	5,400.00		5,400.00	930.31	930.31	17%	4,469.69
511220	RETIREMENT	5,900.00		5,900.00	1,004.48	1,004.48	17%	4,895.52
511230	GROUP INSURANCE	18,100.00		18,100.00	2,664.40	2,664.40	15%	15,435.60
510130	BUILDING INSPECTOR CONTRACT SERVICES	30,000.00		30,000.00	8,839.80	8,839.80	29%	21,160.20
511310	LEGAL SERVICES	30,000.00		30,000.00	2,104.00	2,104.00	7%	27,896.00
5113101	PLANNING CONTRACT SERVICES	38,400.00		38,400.00	2,233.32	2,233.32	6%	36,166.68
511520	SUPPLIES	4,000.00		4,000.00			0	4,000.00
511521	GAS	1,500.00		1,500.00	127.01	127.01	8%	1,372.99
511240	WC INSURANCE	2,000.00		2,000.00			0	2,000.00
511480	ADVERTISING	3,000.00		3,000.00			0	3,000.00
511410	COMMUNICATIONS	2,700.00		2,700.00	339.24	339.24	13%	2,360.76
511522	EQUIPMENT	1,500.00		1,500.00			0	1,500.00
511461	IT SERVICES	900.00		900.00			0	900.00
511460	VEHICLE REPAIRS & MAINTENANCE	2,000.00		2,000.00			0	2,000.00
510551	GIS MAPPING PROJECT PHASE II	50,000.00		50,000.00			0	50,000.00
510512	GRANT - TECHNICAL ASSISTANCE	40,000.00		40,000.00			0	40,000.00
TOTAL EXPENSES		305,700.00		305,700.00	30,405.36	30,405.36	10%	275,296.64

CITY OF APALACHICOLA LINE ITEM FINANCIAL STATEMENTS
 FOR PERIOD ENDED NOVEMBER 30, 2018
 GENERAL FUND - POLICE DEPARTMENT EXPENDITURES

GL#	TITLE	ADOPTED BUDGET	AMENDMENTS	AMENDED BUDGET	CURRENT PERIOD	YTD ACTUAL	% OF BUDGET	REMAINING BALANCE
5201120	SALARIES	303,700.00		303,700.00	58,827.03	58,827.03	19%	244,872.97
52011201	OVERTIME SALARY	36,000.00		36,000.00	9,200.46	9,200.46	26%	26,799.54
5201210	SOCIAL SECURITY	26,100.00		26,100.00	5,038.74	5,038.74	19%	21,061.26
5201220	RETIREMENT	77,800.00		77,800.00	11,070.35	11,070.35	14%	66,729.65
5201230	GROUP INSURANCE	69,600.00		69,600.00	10,153.16	10,153.16	15%	59,446.84
5201240	WC INSURANCE	15,000.00		15,000.00	15,000.00	15,000.00	100%	-
5201410	COMMUNICATIONS	16,000.00		16,000.00	1,677.79	1,677.79	10%	14,322.21
5201460	VEHICLE REPAIRS & MAINTENANCE	7,500.00		7,500.00	2,703.91	2,703.91	36%	4,796.09
5201463	TIRES	1,500.00		1,500.00	433.64	433.64	29%	1,066.36
52015201	UNIFORMS	2,500.00		2,500.00			0	2,500.00
5201520	SUPPLIES	9,000.00		9,000.00	128.37	128.37	1%	8,871.63
5201521	GAS	20,000.00		20,000.00	3,871.58	3,871.58	19%	16,128.42
5201700	VEHICLE PAYMENT	27,000.00		27,000.00			0	27,000.00
5201522	EQUIPMENT	6,000.00		6,000.00			0	6,000.00
5201401	TRAINING	1,000.00		1,000.00			0	1,000.00
5201702	STATION PAYMENT	1,500.00		1,500.00			0	1,500.00
5201440	COPIER/POSTAGE RENTAL	1,000.00		1,000.00	150.09	150.09	15%	849.91
5201462	IT SERVICES	1,500.00		1,500.00			0	1,500.00
	TOTAL EXPENSES	622,700.00		622,700.00	118,255.12	118,255.12	19%	504,444.88

CITY OF APALACHICOLA LINE ITEM FINANCIAL STATEMENTS
 FOR PERIOD ENDED NOVEMBER 30, 2018
 GENERAL FUND - FIRE DEPARTMENT EXPENDITURES

GL#	TITLE	ADOPTED BUDGET	AMENDMENTS	AMENDED BUDGET	CURRENT PERIOD	YTD ACTUAL	% OF BUDGET	REMAINING BALANCE
5202130	VOLUNTEER COMPENSATION	17,500.00		17,500.00	2,800.00	2,800.00	16%	14,700.00
5202410	COMMUNICATIONS	1,000.00		1,000.00	90.24	90.24	9%	909.76
5202460	VEHICLE REPAIRS & MAINTENANCE	10,000.00		10,000.00			0	10,000.00
5202492	SUPPLIES	4,000.00		4,000.00	118.05	118.05	3%	3,881.95
52024921	FIRST RESPONDER EXPENSE	3,000.00		3,000.00			0	3,000.00
5202521	GAS	4,000.00		4,000.00	420.86	420.86	11%	3,579.14
5202240	AD&D/WC INSURANCE	5,000.00		5,000.00	206.75	206.75	4%	4,793.25
5202521	EQUIPMENT	4,000.00		4,000.00			0	4,000.00
5202400	TRAINING	2,000.00		2,000.00			0	2,000.00
5202461	IT SERVICES	300.00		300.00			0	300.00
5202501	FIRE TRUCK/EQUIPMENT PAYMENT	49,100.00		49,100.00			0	49,100.00
5202460	HOSE & PUMP TESTING	4,000.00		4,000.00			0	4,000.00
11024	MSBU EXPENSES - RESTRICTED	30,000.00		30,000.00	4,600.00	4,600.00	15%	25,400.00
TOTAL EXPENSES		133,900.00		133,900.00	8,235.90	8,235.90	6%	125,664.10

CITY OF APALACHICOLA LINE ITEM FINANCIAL STATEMENTS
 FOR PERIOD ENDED NOVEMBER 30, 2018
 GENERAL FUND - PUBLIC WORKS DEPARTMENT EXPENDITURES

GL#	TITLE	ADOPTED BUDGET	AMENDMENTS	AMENDED BUDGET	CURRENT PERIOD	YTD ACTUAL	% OF BUDGET	REMAINING BALANCE
530120	SALARIES	240,900.00		240,900.00	41,918.56	41,918.56	17%	198,981.44
5301201	OVERTIME SALARY	10,000.00		10,000.00			0	10,000.00
530210	SOCIAL SECURITY	19,300.00		19,300.00	3,074.07	3,074.07	16%	16,225.93
530220	RETIREMENT	19,800.00		19,800.00	3,012.22	3,012.22	15%	16,787.78
530230	GROUP INSURANCE	62,600.00		62,600.00	9,246.68	9,246.68	15%	53,353.32
530240	WC INSURANCE	29,000.00		29,000.00	4,330.49	4,330.49	15%	24,669.51
530410	COMMUNICATIONS	6,500.00		6,500.00	560.12	560.12	9%	5,939.88
530460	VEHICLE & EQUIPMENT MAINTENANCE	15,000.00		15,000.00	182.83	182.83	1%	14,817.17
530463	TIRES	3,000.00		3,000.00	345.95	345.95	12%	2,654.05
530520	SUPPLIES	15,000.00		15,000.00	459.41	459.41	3%	14,540.59
5305201	UNIFORMS	1,000.00		1,000.00			0	1,000.00
530521	GAS	24,000.00		24,000.00	3,386.24	3,386.24	14%	20,613.76
530522	EQUIPMENT	4,000.00		4,000.00			0	4,000.00
541462	TREE MAINTENANCE	4,000.00		4,000.00			0	4,000.00
530701	VEHICLE PAYMENT - Van	8,000.00		8,000.00			0	8,000.00
530461	IT SERVICES	300.00		300.00			0	300.00
530300	SANITATION SERVICES	435,000.00		435,000.00	35,408.58	35,408.58	8%	399,591.42
530462	STORMWATER IMPROVEMENT	30,000.00		30,000.00			0	30,000.00
510509	GRANT - NWPWMD STORMWATER RETROFIT	398,500.00		398,500.00	10,323.34	10,323.34	3%	388,176.66
510516	GRANT - DOT BEAUTIFICATION	200,000.00		200,000.00			0	200,000.00
541464	ROAD, SIDEWALK, STORMWATER REPAIRS - LOGT	12,000.00		12,000.00			0	12,000.00
541464	ZERO TURN MOWER - LOGT	7,000.00		7,000.00	17,285.38	17,285.38	100%	7,000.00
541464	BUSH HOG PAYMENT - LOGT	17,300.00		17,300.00			0	14.62
541464	VEHICLE PAYMENT - 2 TRUCKS - LOGT	16,200.00		16,200.00			0	16,200.00
541464	MINI EXCAVATOR PAYMENT - LOGT	5,600.00		5,600.00	6,441.31	6,441.31	115%	(841.31)
541464	UNIDENTIFIED PROJECTS - LOGT	3,900.00		3,900.00			0	3,900.00
	TOTAL EXPENSES	1,587,900.00		1,587,900.00	135,975.18	135,975.18	9%	1,451,924.82

CITY OF APALACHICOLA LINE ITEM FINANCIAL STATEMENTS
 FOR PERIOD ENDED NOVEMBER 30, 2018
 GENERAL FUND - LIBRARY DEPARTMENT EXPENDITURES

GS#	TITLE	ADOPTED BUDGET	AMENDMENTS	AMENDED BUDGET	CURRENT PERIOD	YTD ACTUAL	% OF BUDGET	REMAINING BALANCE
571120	SALARY	42,500.00		42,500.00	7,354.80	7,354.80	17%	35,145.20
571130	LIBRARY CLERKS	17,000.00		17,000.00	1,720.00	1,720.00	10%	15,280.00
571210	SOCIAL SECURITY	3,300.00		3,300.00	555.55	555.55	17%	2,744.45
571220	RETIREMENT	3,600.00		3,600.00	540.04	540.04	15%	3,059.96
571230	GROUP INSURANCE	12,700.00		12,700.00	1,867.18	1,867.18	15%	10,832.82
571410	COMMUNICATIONS	2,500.00		2,500.00	312.39	312.39	12%	2,187.61
571462	CLEANING SERVICES	2,600.00		2,600.00			0	2,600.00
571520	SUPPLIES	1,000.00		1,000.00			0	1,000.00
571431	AUTOMATION	1,000.00		1,000.00			0	1,000.00
571660	BOOKS	6,000.00		6,000.00			0	6,000.00
571450	WC INSURANCE	1,000.00		1,000.00			0	1,000.00
571461	IT SERVICES	1,200.00		1,200.00			0	1,200.00
571343	LIBRARY PROGRAMS	1,000.00		1,000.00			0	1,000.00
TOTAL EXPENSES		95,400.00		95,400.00	17,349.96	17,349.96	13%	83,050.04

CITY OF APALACHICOLA LINE ITEM FINANCIAL STATEMENTS
 FOR PERIOD ENDED NOVEMBER 30, 2018
 GENERAL FUND - PARKS DEPARTMENT & RECREATION/COMMUNITY PROGRAMS EXPENDITURES

GL#	TITLE	ADOPTED BUDGET	AMENDMENTS	AMENDED BUDGET	CURRENT PERIOD	YTD ACTUAL	% OF BUDGET	REMAINING BALANCE
PARKS DEPARTMENT EXPENDITURES								
572430	UTILITIES	3,500.00		3,500.00	624.30	624.30	18%	2,875.70
572463	MAINTENANCE	6,500.00		6,500.00	1,023.79	1,023.79	16%	5,476.21
572459	PROPERTY/LIABILITY INSURANCE	5,000.00		5,000.00			0	5,000.00
510526	FWC BATTERY PARK RESTROOM GRANT	462,400.00		462,400.00			0	462,400.00
	TOTAL PARKS DEPARTMENT EXPENSES	477,400.00		477,400.00	1,648.09	1,648.09	0.34%	475,751.91
RECREATION/COMMUNITY PROGRAMS EXPENDITURES								
572343	RECREATION PROGRAM							
572344	PROJECT IMPACT PROGRAM	383,900.00		383,900.00	49,915.40	49,915.40	13%	333,984.60
572491	DIXIE YOUTH DONATION	2,000.00		2,000.00			0	2,000.00
510529	COMMUNITY GARDEN	3,000.00		3,000.00			0	3,000.00
510492	FARMERS MARKET	3,000.00		3,000.00	791.00	791.00	26%	2,209.00
512920	SENIOR PROGRAM	2,000.00		2,000.00			0	2,000.00
510550	HISTORY, CULTURE, ARTS MUSEUM - RESTRICTED	40,000.00		40,000.00	6,773.67	6,773.67	17%	33,226.33
	TOTAL RECREATION DEPARTMENT EXPENSES	433,900.00		433,900.00	57,480.07	57,480.07	13%	376,419.93

CITY OF APALACHICOLA LINE ITEM FINANCIAL STATEMENTS
 FOR PERIOD ENDED NOVEMBER 30, 2018
 GENERAL FUND - FACILITIES EXPENDITURES

GL#	TITLE	ADOPTED BUDGET	AMENDMENTS	AMENDED BUDGET	CURRENT PERIOD	YTD ACTUAL	% OF BUDGET	REMAINING BALANCE
	UTILITIES:							
5724301	Community Center	7,000.00		7,000.00	1,409.38	1,409.38	20%	5,590.62
5724303	Holy Family	6,500.00		6,500.00	932.95	932.95	14%	5,567.05
5724305	6th Street Rec	1,500.00		1,500.00	294.88	294.88	20%	1,205.12
5724304	Johnson Complex	30,000.00		30,000.00	4,719.15	4,719.15	16%	25,280.85
5724302	Field House & Field	1,800.00		1,800.00	403.34	403.34	22%	1,396.66
5724307	Public Restrooms	1,000.00		1,000.00	164.85	164.85	16%	835.15
510430	City Hall	6,000.00		6,000.00	740.21	740.21	12%	5,259.79
571430	Library	4,800.00		4,800.00	673.89	673.89	14%	4,126.11
5202430	Fire Station	3,200.00		3,200.00	1,296.43	1,296.43	41%	1,903.57
5201430	Police Station	3,200.00		3,200.00	828.76	828.76	0	3,200.00
530430	Public Works	6,500.00		6,500.00	10,333.34	10,333.34	17%	5,671.24
530431	Street Lights	62,000.00		62,000.00	398.08	398.08	1%	51,666.66
572461	REPAIRS & MAINTENANCE	30,000.00		30,000.00	1,520.00	1,520.00	12%	29,601.92
572464	JANITORIAL SERVICE	13,200.00		13,200.00	6,000.00	6,000.00	100%	-
	LIABILITY/PROPERTY INS:							
572450	Community Center	11,500.00		11,500.00	2,000.00	2,000.00	100%	-
572451	Holy Family	2,000.00		2,000.00	3,000.00	3,000.00	100%	-
572452	6th Street Rec	3,000.00		3,000.00	1,400.00	1,400.00	100%	-
572453	Johnson Complex	3,000.00		3,000.00	2,500.00	2,500.00	100%	-
572454	Gym	1,400.00		1,400.00	3,600.00	3,600.00	100%	-
572455	Field House & Field	2,500.00		2,500.00	3,600.00	3,600.00	100%	-
572456	Public Restrooms	3,600.00		3,600.00	3,600.00	3,600.00	100%	-
572457	Raney House	3,600.00		3,600.00	3,600.00	3,600.00	100%	-
572458	HCA	3,600.00		3,600.00	2,000.00	2,000.00	100%	-
510450	City Hall	2,000.00		2,000.00	4,500.00	4,500.00	0	4,500.00
571450	Library	4,500.00		4,500.00	0	0	0	6,600.00
5202240	Fire/Police Station	6,600.00		6,600.00	792.82	792.82	17%	3,907.18
530240	Public Works	4,700.00		4,700.00	1,500.00	1,500.00	0	1,500.00
5724101	COMMUNICATIONS	1,500.00		1,500.00				
572465	IT SERVICES							
	TOTAL EXPENSES	236,200.00		236,200.00	66,708.08	66,708.08	28%	169,491.92

CITY OF APALACHICOLA LINE ITEM FINANCIAL STATEMENTS
 FOR PERIOD ENDED NOVEMBER 30, 2018
 ENTERPRISE FUND REVENUES

GL#	TITLE	ADOPTED BUDGET	AMENDMENTS	AMENDED BUDGET	CURRENT PERIOD	YTD ACTUAL	% OF BUDGET	REMAINING BALANCE
	WATER & SEWER FUND							
11044	WATER UTILITY BILL REVENUE	744,000.00		744,000.00	136,105.55	136,105.55	18%	607,894.45
443601	WATER TAPS	15,000.00		15,000.00	1,400.00	1,400.00	9%	13,600.00
11044	SEWER UTILITY BILL REVENUE	682,000.00		682,000.00	119,298.80	119,298.80	17%	562,701.20
443605	SEWER USER FEE REVENUE	500,000.00		500,000.00	74,121.76	74,121.76	15%	425,878.24
443602	SEWER TAPS	20,000.00		20,000.00			0	20,000.00
443003	MISCELLANEOUS REVENUE	500.00		500.00	22.64	22.64	5%	477.36
443001	INTEREST ON INVESTMENT	500.00		500.00			0	500.00
	TOTAL WATER & SEWER REVENUE	1,962,000.00		1,962,000.00	330,948.75	330,948.75	17%	1,631,051.25
	SCIPIO CREEK MOORING BASIN							
11047	MOORING BASIN INCOME	37,000.00		37,000.00	5,617.94	5,617.94	15%	31,382.06
412006	REPAIR YARD	2,000.00		2,000.00			0	2,000.00
412001	MISCELLANEOUS	100.00		100.00	0.76	0.76	1%	99.24
	TOTAL SCIPIO CREEK MOORING BASIN	39,100.00		39,100.00	5,618.70	5,618.70	14%	33,481.30
	BATTERY PARK BOAT BASIN							
11048	MOORING BASIN INCOME	55,000.00		55,000.00	7,206.22	7,206.22	13%	47,793.78
422002	LAUNCH FEE INCOME	9,000.00		9,000.00	635.75	635.75	7%	8,364.25
420001	MISCELLANEOUS	100.00		100.00	11.46	11.46	11%	88.54
	TOTAL BATTERY PARK BOAT BASIN	64,100.00		64,100.00	7,853.43	7,853.43	12%	56,246.57
	TOTAL ENTERPRISE FUND REVENUES	2,065,200.00		2,065,200.00	344,420.88	344,420.88	17%	1,720,779.12

CITY OF APALACHICOLA LINE ITEM FINANCIAL STATEMENTS
 FOR PERIOD ENDED NOVEMBER 30, 2013
 ENTERPRISE - WATER DEPARTMENT EXPENDITURES

GL#	TITLE	ADOPTED BUDGET	AMENDMENTS	AMENDED BUDGET	CURRENT PERIOD	YTD ACTUAL	% OF BUDGET	REMAINING BALANCE
540120	SALARIES	192,000.00		192,000.00	52,621.71	52,621.71	27%	139,378.29
5401201	OVERTIME SALARY	15,000.00		15,000.00	1,172.64	1,172.64	8%	13,827.36
540201	SOCIAL SECURITY	14,700.00		14,700.00	4,089.88	4,089.88	28%	10,610.12
540220	RETIREMENT	15,900.00		15,900.00	4,312.74	4,312.74	27%	11,587.26
540230	GROUP INSURANCE	46,900.00		46,900.00	10,140.88	10,140.88	22%	36,759.12
540450	LIABILITY/PROPERTY/WC INSURANCE	18,800.00		18,800.00			0	18,800.00
540310	ATTORNEY FEES - WATER LITIGATION	25,000.00		25,000.00			0	25,000.00
540410	COMMUNICATIONS	2,500.00		2,500.00	228.59	228.59	9%	2,271.41
540480	DUES & FEES	600.00		600.00			0	600.00
540520	SUPPLIES	60,000.00		60,000.00	4,604.23	4,604.23	8%	55,395.77
540524	UNIFORMS	1,500.00		1,500.00			0	1,500.00
540430	UTILITIES	45,000.00		45,000.00	7,279.54	7,279.54	16%	37,720.46
540521	GAS	9,000.00		9,000.00	3,661.20	3,661.20	41%	5,338.80
540460	REPAIRS & MAINTENANCE	30,000.00		30,000.00	97.48	97.48	0.32%	29,902.52
540462	FIRE HYDRANT MAINT & REPAIRS	10,000.00		10,000.00			0	10,000.00
540463	ELEVATED TANK MAINTENANCE	7,500.00		7,500.00			0	7,500.00
540400	TRAVEL/TRAINING	2,000.00		2,000.00			0	2,000.00
540522	EQUIPMENT	5,000.00		5,000.00	2,450.00	2,450.00	49%	2,550.00
540461	TESTING	7,500.00		7,500.00	405.00	405.00	5%	7,095.00
540466	IT SERVICES	1,500.00		1,500.00			0	1,500.00
540465	ITHM EXPENSE	10,000.00		10,000.00	347.50	347.50	3%	9,652.50
540456	BOND PAYMENT - 2003 BOND SERIES	142,500.00		142,500.00	26,000.00	26,000.00	18%	116,500.00
540464	RADIO READ METER LOAN PAYMENT	32,100.00		32,100.00	32,034.31	32,034.31	100%	65.69
540701	VEHICLE	4,300.00		4,300.00			0	4,300.00
540701	MINI EXCAVATOR	5,600.00		5,600.00	5,600.00	5,600.00	100%	-
540600	CAPITAL OUTLAY	54,100.00		54,100.00			0	54,100.00
	TOTAL EXPENSES	759,000.00		759,000.00	155,045.70	155,045.70	20%	603,954.30

CITY OF APALACHICOLA LINE ITEM FINANCIAL STATEMENTS
 FOR PERIOD ENDED NOVEMBER 30, 2018
 ENTERPRISE - SEWER DEPARTMENT EXPENDITURES

GL#	TITLE	ADOPTED BUDGET	AMENDMENTS	AMENDED BUDGET	CURRENT PERIOD	YTD ACTUAL	% OF BUDGET	REMAINING BALANCE
550120	SALARIES	158,600.00		158,600.00	9,061.92	9,061.92	6%	149,538.08
5501201	OVERTIME SALARY	15,000.00		15,000.00	925.68	925.68	6%	14,074.32
550210	SOCIAL SECURITY	12,200.00		12,200.00	636.73	636.73	5%	11,563.27
550220	RETIREMENT	16,100.00		16,100.00	1,294.52	1,294.52	8%	14,805.48
550230	GROUP INSURANCE	34,400.00		34,400.00	1,867.18	1,867.18	5%	32,532.82
550450	LIABILITY/PROPERTY/AWC INSURANCE	30,000.00		30,000.00	0	0	0	30,000.00
550450	FLOOD INSURANCE	6,000.00		6,000.00	0	0	0	6,000.00
550450	POLLUTION INSURANCE	2,500.00		2,500.00	0	0	0	2,500.00
550410	COMMUNICATIONS	7,000.00		7,000.00	936.84	936.84	13%	6,063.16
550480	DUES & FEES	1,000.00		1,000.00	0	0	0	1,000.00
550520	SUPPLIES	70,000.00		70,000.00	9,602.27	9,602.27	14%	60,397.73
550524	UNIFORMS	1,500.00		1,500.00	0	0	0	1,500.00
550430	UTILITIES	120,000.00		120,000.00	20,099.89	20,099.89	17%	99,900.11
550521	GAS	10,000.00		10,000.00	3,661.22	3,661.22	37%	6,338.78
550460	REPAIRS & MAINTENANCE	65,000.00		65,000.00	4,673.39	4,673.39	7%	60,326.61
550461	TESTING	22,000.00		22,000.00	3,159.00	3,159.00	14%	18,841.00
550522	EQUIPMENT	5,000.00		5,000.00	0	0	0	5,000.00
550400	TRAVEL/TRAINING	1,000.00		1,000.00	0	0	0	1,000.00
550466	IT SERVICES	1,500.00		1,500.00	0	0	0	1,500.00
550456	BOND PAYMENT	50,000.00		50,000.00	10,200.00	10,200.00	20%	39,800.00
110271	DEP PAYMENT	435,000.00		435,000.00	72,500.00	72,500.00	17%	362,500.00
11036	DEP RESERVE PAYMENT	89,100.00		89,100.00	7,250.00	7,250.00	8%	81,850.00
550701	VEHICLE PAYMENT	4,300.00		4,300.00	0	0	0	4,300.00
550701	MINI EXCAVATOR	4,800.00		4,800.00	4,800.00	4,800.00	100%	-
550600	CAPITAL OUTLAY	41,000.00		41,000.00	0	0	0	41,000.00
	TOTAL EXPENSES	1,203,000.00		1,203,000.00	150,668.64	150,668.64	13%	1,052,331.36

CITY OF APALACHICOLA LINE ITEM FINANCIAL STATEMENTS
 FOR PERIOD ENDED NOVEMBER 30, 2018
 ENTERPRISE - SCIPIO CREEK & BATTERY PARK EXPENDITURES

GL#	TITLE	ADOPTED BUDGET	AMENDMENTS	AMENDED BUDGET	CURRENT PERIOD	YTD ACTUAL	% OF BUDGET	REMAINING BALANCE
SCIPIO CREEK								
510430	UTILITIES	5,000.00		5,000.00	636.14	636.14	13%	4,363.86
510410	COMMUNICATIONS	4,900.00		4,900.00	81.34	81.34	2%	4,818.66
510450	LIABILITY/PROPERTY INSURANCE	18,000.00		18,000.00			0	18,000.00
510460	REPAIRS & MAINTENANCE	900.00		900.00	515.00	515.00	57%	385.00
510520	SUPPLIES	1,000.00		1,000.00	107.15	107.15	11%	892.85
510472	SUBMERGED LAND LEASE	3,000.00		3,000.00			0	3,000.00
510462	JANITORIAL SERVICES	6,300.00		6,300.00	320.00	320.00	5%	5,980.00
	TOTAL SCIPIO CREEK EXPENSES	39,100.00		39,100.00	1,659.63	1,659.63	4%	37,440.37
BATTERY PARK								
520430	UTILITIES	7,000.00		7,000.00	949.03	949.03	14%	6,050.97
520450	LIABILITY/PROPERTY INSURANCE	15,000.00		15,000.00			0	15,000.00
520460	REPAIRS & MAINTENANCE	5,000.00		5,000.00			0	5,000.00
520520	SUPPLIES	2,000.00		2,000.00	95.04	95.04	5%	1,904.96
520471	SUBMERGED LAND LEASE	2,000.00		2,000.00	657.00	657.00	33%	1,343.00
520463	IT SERVICES	600.00		600.00			0	600.00
520600	CAPITAL OUTLAY	32,500.00		32,500.00			0	32,500.00
	TOTAL BATTERY PARK	64,100.00		64,100.00	1,701.07	1,701.07	3%	62,398.93

CITY OF APALACHICOLA LINE ITEM FINANCIAL STATEMENTS
 FOR PERIOD ENDED NOVEMBER 30, 2018
 SPECIAL REVENUE FUND - APALACHICOLA COMMUNITY REDEVELOPMENT AGENCY

GL#	TITLE	ADOPTED BUDGET	AMENDMENTS	AMENDED BUDGET	CURRENT PERIOD	YTD ACTUAL	% OF BUDGET	REMAINING BALANCE
REVENUES								
45042	CRA TAX INCREMENT	36,000.00	9,000.00	45,000.00			0	45,000.00
45043	DONATIONS	2,000.00		2,000.00			0	2,000.00
45044	SPECIAL EVENTS	5,000.00		5,000.00			0	5,000.00
45045	MAIN STREET CONTRIBUTION	25,000.00		25,000.00			0	25,000.00
45046	GRANT - USDA RURAL BUSINESS DEVELOPMENT	225,000.00		225,000.00			0	225,000.00
11035	CASH BALANCE BROUGHT FORWARD	10,000.00	2,000.00	12,000.00			0	12,000.00
	TOTAL CRA REVENUE	303,000.00	11,000.00	314,000.00			0	314,000.00
EXPENSES								
514120	SALARIES	38,000.00		38,000.00	6,333.34	6,333.34	17%	31,666.66
514210	SOCIAL SECURITY	2,900.00		2,900.00	478.06	478.06	16%	2,421.94
514220	RETIREMENT	3,100.00		3,100.00	523.14	523.14	17%	2,576.86
514230	GROUP INSURANCE	7,000.00		7,000.00	1,064.72	1,064.72	15%	5,935.28
514310	PROFESSIONAL SERVICES	2,000.00		2,000.00			0	2,000.00
514520	OPERATING EXPENSES	3,000.00		3,000.00	670.00	670.00	22%	2,330.00
514400	TRAVEL & TRAINING	2,000.00		2,000.00			0	2,000.00
514320	SIGN REPLACEMENT PROGRAM	10,000.00	(10,000.00)	-			0	-
514321	MICRO PROJECTS		15,000.00	15,000.00			0	15,000.00
11021	TRANSFER TO GENERAL FUND	10,000.00	6,000.00	16,000.00			0	16,000.00
514351	GRANT - USDA RURAL BUSINESS DEVELOPMENT	225,000.00		225,000.00			0	225,000.00
	TOTAL CRA EXPENSES	303,000.00	11,000.00	314,000.00	9,069.26	9,069.26	3%	304,930.74

CITY OF APALACHICOLA LINE ITEM FINANCIAL STATEMENTS
 FOR PERIOD ENDED NOVEMBER 30, 2018
 SPECIAL REVENUE FUND - REVOLVING LOAN PROGRAM

GL#	TITLE	ADOPTED BUDGET	AMENDMENTS	AMENDED BUDGET	CURRENT PERIOD	YTD ACTUAL	% OF BUDGET	REMAINING BALANCE
	REVENUES							
41	PROGRAM INCOME	23,600.00		23,600.00	13,492.90	13,492.90	57%	10,107.10
11021	CASH BALANCE BROUGHT FORWARD	12,600.00		12,600.00			0	12,600.00
	TOTAL REVOLVING LOAN FUND	36,200.00		36,200.00	13,492.90	13,492.90	37%	22,707.10
	EXPENSES							
510462	RENTAL FEE - SEMINOLE	1,200.00		1,200.00	100.00	100.00	8%	1,100.00
510600	CAPITAL OUTLAY	35,000.00		35,000.00				35,000.00
	TOTAL REVOLVING LOAN FUND EXPENSES	36,200.00		36,200.00	100.00	100.00	0.27%	36,100.00

CITY OF APALACHICOLA
DIRECTOR OF ADMINISTRATIVE SERVICES
DECEMBER REPORT

- FY 16/17 Annual Audit of Financial Statements is now complete and finalized. Report has been submitted to appropriate agencies and is posted on City website.
- 2017 AFR finalized and submitted to appropriate agencies and is posted on City website as per Florida Statute guidelines.
- FY 18/19 Line Item Financial Statements through November 30, 2018 are complete. Copies submitted to Commission. Financial report posted under Finance Department tab on website.
- Working with staff in preparation of FEMA Recovery Scoping Meeting.
- Reviewed December 2018 minutes.
- Assisted Staff with utility bill issues and reviewed tree applications.
- Completed tasks as assigned by the City Manager.

73 work orders issued and completed

202 payroll checks processed

Approximately 100 accounts payable checks processed

2,700 utility bills generated – includes Scipio Creek and Battery Park slip rental

1,928 payments processed

**Police Department – December Report
November 30 to December 30**

Totals

Traffic Stops/ Warnings/ citations	36
Arrests/ Warrant Requests	3
Traffic Accidents	3
Burglary/Theft calls	19
Assist Citizens/ Complaints/investigations	197/0
Trespass Warnings/agreements	4
Business alarm calls/building checks/welfare checks	448
Assist county call/other agencies	59
Domestic cases involving violence/disturbance calls	20
Drugs	0
Total calls from dispatch	494

City of Apalachicola Monthly Summery Report

December 2018

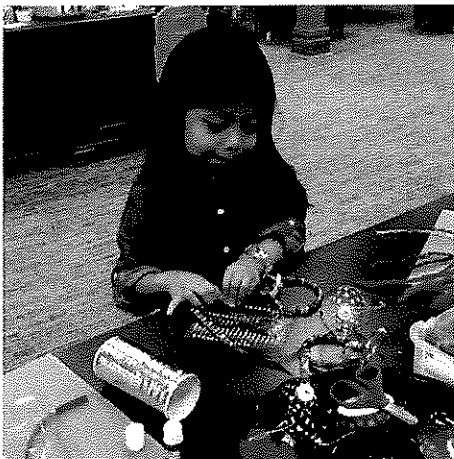
Apalachicola Margaret Key Library

Statistics:

- 17 new cards issued
- 98 new items added to collection
- 297 items checked out
- 563 computer and Wi-Fi uses
- 38 hands-on individual direct services assistance
- 3 adult / YA programs with 46 attendance
- 5 children's programs with 49 attendance

Of note:

- The library is still catching up from the effects of Hurricane Michael and operating with minimal staff. Hours have been changed that allow the library to meet the State Aid grant obligation of 40 open hours while meeting the internal goal of being open at least six days per week. Staff is stretched but, so far, this is working.
- Folks are continuing to use the library Wi-Fi and business center as they try to recover from the storm. The all-in-one copier was replaced this month, including upgrades for easier Wi-Fi printing -- very helpful for patrons using phones and tablets.
- The library friends [PALS] hosted their second annual yard sale over two weekends in December. Proceeds from the sale are earmarked for purchase of new books and materials, and program support. Almost \$4700 was raised at this sale.



The library hosted a low key, family oriented holiday open house the first part of December. Children made ornaments for the library and one to take home. It was lovely to see parents playing games and reading with their children.

Seventeen [17] kids participated in Holiday Bingo and a total of 82 books were read over the holidays.

City of Apalachicola public works monthly report

December 2018

We are still cleaning alleys and streets of storm debris from hurricane Michael.

We have not started on major clean of storm ditches, we removed some debris to get ditches flowing.

We have cleaned most small ditches so water will flow off of residents.

We are still working on final cleaning of parks and cemeteries

Cleaned the big debris from park on hwy 98.

We repaired fence at dog park.

We started cleaning debris at bottom of hill at Lafayette park

Meet with Cortini at old high school to rekey locks on external doors.

Serviced two vehicles.

Replaced two broken windows at old high school.

Repaired tables at community center.

Serviced and fixed Mayor's golf cart.

We have done six funerals. Open and close.

We assisted water and sewer with water line break.

We have completed 25 work orders, we are working on several work orders on ditches at private residents.

We have collected and removed 93 bags of garbage from downtown, and parks.

We cleaned ditch on 17th st. and ave. f, water is still not moving, this drainage has not worked for years.



public works monthly work load indicators 2018/2019

	signs replaced	pot holes patched	# work orders	down town # trash bags	# culverts replaced	veh. Serviced
oct	15	2	12	84	1	2
nov	12		22	75	0	1
dec	3	3	25	93		2
jan						
feb						
march						
april						
may						
june						
july						
aug						
sept						
yearly total	30	5	59	252	1	5

Wastewater Treatment Plant Monthly Report

December 2018

- .We treated 13.950 million gal. of wastewater
- .Dec. 1 Operating Plant in hand Bad control module
- .Dec.2 Parts for Plant controls came in Plant back in Auto
- .Dec.5 Greased Blowers and Filter feed pumps
- .Dec.7 Fed Micros to the SBR,s
- .Dec.9 Checked out #4 Vac. Pump at vac station. Loose connection was problem
- .Dec.11,12 Cleaning on Headworks
- .Dec. 14 Operating Plant in Hand Due to high flow
- .Dec.16 Inspected Wet Weather pond and Reject pond Dikes
- .Dec17 Worked on 2" water leak in Town
- .Dec.19 T.J. working air vac. Robert operating Plant
- .Dec. 20 T.J. working air Vac. Operating Plant in hand due to high flow
- .Dec.21 Sending flow to Reject pond not treated to permit standards
- .Dec.22 Sending flow back to the Reuse system
- .Dec.30 Finished Annual Reuse Report

December 31, 2018 Month report

Check water water plant do readings . Flush out fair hydrant

Collected water sampels for BT. Do estatic water levos on wells . Work MOR. report for DEP. Tack water samples to Carrabelle . Collecte samles for THMs for plant and others for Boil water notice .

A handwritten signature in cursive script, appearing to read "Manuel Aguilar".

Code Enforcement Monthly Report

December 2018

1. Number of tree removal applications for this month is 10 with 9 on private property with fee and 1 on city property with no fee. The one on city property was denied.
2. Assisted on building permits applications. Field work checked 2 construction sites for permits.
3. Addressed 11 complaints that were called into the office, 9 was about trees, 1 was no permit, and 1 was trash.
4. Marked off grave lots in cemeteries as work orders required.
5. Completed 11 work orders as assigned.
6. Checked the payment drop box at old city hall twice a day the first week of the month. Then I check it once a day for the remaining weeks.
7. Checked payment drop boxes at Battery Park Boat Basin every Monday.
8. Did quarterly checks on 26 Grease Traps, 8 City Docks & Pies, and 8 City Parks.
9. Assisting all Departments, City Hall, Public Works, Water & Sewer, and Waste Water Plant, as needed. Saturday 29, 2018 worked 10 hours with Water & Sewer on air-vac.

Wilbur L. Bellew: WLB

Date: 1-2-19

Planning Report –December, 2018

Cynthia Clark

PERMITS ISSUED: not available at time of report submittal

Hurricane Michael Followup - Post Incident Safety Inspections (PISI) – as per EPCI field report

EPCI has completed a total of 1141 in the City post hurricane Michael. The inspection results are noted as follows:

1120 Inspected/green

14 Unsafe/red

7 restricted/yellow

Of the 14 unsafe/red decals posted, EPCI notes 5 were mostly from neglect with non-storm related damage. EPCI estimates they are 85% complete.

GENERAL TASK LIST - Date Specific/General Tasks

1. Local Mitigation Strategy Mtg Dec. 6. Franklin County EOC
2. Preparation of LMS projects.
3. Pre-application consultation: George Coon, Gibson Spa, Michael Shuler, C-1 transient lodging, Michael Roberts – renovation, Michael Shuler mobile home park standards, Jason White Construction – fill requirements
4. Permit review- Revised plans for Gibson Spa/Hotel, Mount-Simmons, Emo
5. Food cart research
6. Mtg with Department of Urban and Regional Planning, Florida State University
7. Website Updates – budget, audit, public meeting notices, ordinance uploads
8. Online Permit software research
9. Stormwater conveyance research – 16th Street
10. P&Z meeting – Dec. 10
11. City Commission – Dec. 4

TRIUMPH-RELATED

1. Assembled/submitted workforce housing/storm-hardening infrastructure

Hours documented: 51

Request for January board action:

1. Planning and Zoning has held 2 workshops on proposed changes to Chapter VI – Historic Regulations. P&Z Board voted at their Nov. 19 mtg to transmit draft changes forward for City Commission/Planning & Zoning Board joint workshop. Date to be determined.
2. Planning and Zoning Board requests policy change to permitting procedures to increase completed permit application deadline from 10 to 30 days prior to P&Z meeting consideration by P&Z board. Applies to residential and commercial new construction.

City of Apalachicola CRA Monthly Summary Report

December 2018

State Reporting Requirements

State reporting requirements are nearing completion pending the CRA board's review of the FY 2016-2017 Annual Report and the receipt of the comprehensive financial reports and final audit. Required information is posted to the CRA website found at <http://cityofapalachicola.com/Community-Redevelopment-Agency.cfm>.

State Legislative Action Plan

Strategy meetings on the City of Apalachicola Stewardship Act have taken place with lobbyist Patrick Bell, Department of Economic Opportunity Legislative Affairs Director Gabe Peters, Area of Critical State Concern Coordinator Barbara Powell, and State Representative Holly Raschein. The proposed Apalachicola Stewardship Act will seek funding for infrastructure, housing, and land acquisition and is modelled after Rep. Raschein's successful Florida Keys Environmental Stewardship Act which resulted in millions of dollars in state funding for their similar Area of Critical State Concern issues. We also conferred with Legislative Policy Chief Eric Miller regarding the Stewardship Act. Our request for drafting the bill will be submitted by January 25. Other funding sources were discussed with DEO staff and are being explored. Local funding initiative requests will be submitted to our legislative delegation by January 15.

USDA Grant/Loan Funding Application for GAC Water Filtration System

This application process is impacted by the government shutdown. The City qualifies for grant funding of up to 75% if the USDA is fully funded as part of the grant/loan package to fund the water filtration system. This project is required by DEP to address the Trihalomethane issue.

USDA Rural Business Development Grant

The goal of this project is to install pervious parking, lighting, and sidewalks in the Bowery District along Water Street and Avenue G. The application package is largely complete. The Preliminary Engineering Report is in progress by Dewberry Consulting. I continue to coordinate with engineer Josh Stephens and Danny Collins of Duke Energy. The completed application will be submitted by the end of February 2019.

Electric Car Charging Stations

This project is moving forward with plans for engineers to make site visits in January to determine the feasibility of specific proposed sites.

Battery Park Kayak Launch

The DEP permit waiver application is in process. I received the required site drawings from Dewberry Consulting to complete the application package. Funding is in place to initiate the project, which has an expected completion date in February 2019.

Training

I registered to attend the Rural Economic Development Academy to be held on January 16, 2019 in Tallahassee. This course is designed to provide an in-depth understanding of key issues associated with successful local and regional economic development. It is sponsored by the Florida Institute of Government, Opportunity Florida, and the North Florida Economic Development Partnership. Additional training through the Florida Redevelopment Association Academy is planned for 2019.

MINUTES OF THE PUBLIC HEARING & REGULAR MEETING OF THE CITY OF APALACHICOLA CITY
COMMISSION HELD TUESDAY, DECEMBER 4, 2018, 6:00 P.M. AT THE APALACHICOLA COMMUNITY CENTER

PRESENT: Mayor Van W. Johnson, Sr.
Mayor Pro Tem Brenda Ash
Commissioner Jimmy Elliott
Commissioner Mitchell Bartley
Commissioner Anita Grove

Ron Nalley, City Manager
Lee Mathes, Director of Administrative Services
Deborah Guillotte, City Clerk
Bobby Varnes, Chief of Police
Pat Floyd, City Attorney

ABSENT: N/A

CALL TO ORDER

Mayor Van Johnson called the meeting to order at 6:00 pm and Attorney Pat Floyd gave the invocation. Council members led the pledge of allegiance.

APPROVE THE AGENDA

Mayor Johnson stated if there is anything to add or delete to the agenda, now is the time to do so.

Commissioner Mitchell Bartley made a motion to approve the Agenda. Commissioner Anita Grove seconded and the motion carried 5-0.

MAYOR'S COMMUNICATIONS

- Commissioner Grove gave update on the 911 dispatch console and how it affects the volunteer fire department communications.
- Commission Elliott asked if Public Works could pick up the boards that were torn off the Lafayette Park Pier that is in the marsh and store them if they can be reused. Mr. Nalley stated he has talked with Greg Harris about this and they can possibly get to this next week.

CITY MANAGER COMMUNICATIONS

- **DEP Report** - Mr. Nalley gave update on CRA Board meeting on November 20, 2018 referencing payments from the City to the CRA District Fund were not being calculated correctly. As of November 2018, the City owed the CRA Fund approximately \$25,094. The amount owed by the City to the fund will increase as the County makes their annual contributions. Because the City is not currently in the financial position to reimburse the fund, the City has received a recommendation

that a letter from the City to the CRA Board agreeing to reimburse the fund will suffice. Attached is a letter from the Mayor agreeing to such an agreement. At their meeting, the CRA Board acknowledged the amount due and agreed to accept payment when the City was in a position to do so.

Commissioner Mitchell Bartley made a motion to authorizing Mayor Johnson sign letter to the CRA Board acknowledging the amount owed and agreeing to accept payment when the City is financially able to do so. Commissioner Elliott seconded and motion carried 5-0.

- **Matchbox Rezoning** – Mr. Nalley stated recently the City was approached about the relocation of a dance studio to the Johnson City Complex. Unfortunately, the proposed use is not in keeping with the existing zoning regulations and the plans had to be put on hold. In speaking with several Commission members, there is some agreement that certain existing general uses that are in keeping with the historical intent and purpose for the uses of the building are appropriate. Staff is recommending moving forward with a request to revise the zoning of the City Complex to Office/Residential. This zoning district seems to encompass the original uses and intent of the facility. If the Commission is agreeable, staff can begin the necessary work.

Commissioner Jimmy Elliott made a motion to approve staff move forward with the rezoning process of the Mayor Van Johnson Complex to change to Office/Residential. Commissioner Anita Grove seconded and the motion carried 5-0.

Mayor Johnson asked Mr. Nalley where the Matchbox is with the overall program and if they are in compliance.

Mr. Nalley stated he is not ready to report on this tonight, that there is some additional items that he needs to put into the agreement.

- **Water and Sewer Fund** – Mr. Nalley reported that Revenues received during our first month of the rate increase are in line with projections made during the budget discussions in September. Monthly expenditures in the water and sewer departments have been trimmed by almost 40% since July.

Accounts Payable was three months behind and is now current. All sinking and reserve fund payments are now current and have been transferred to the appropriate funds for disbursement in September 2019.

DEP is considering a loan amendment for the City of Apalachicola that will restructure the existing loan and freeze late fees and fines associated with the amount of loan in default. A final decision is expected prior to the December 15th Loan payment.

On average, the City issues cut-offs to approximately 100 customers each month for non-payment. This is 5% of our total 1,963 customers. During the first month of the rate increase, cut-offs increased by 30% to 130.

- **Audit Committee** – Mr. Nalley reported that Ms. Diane Brewer notified him that she can't serve on the Audit Committee.

Mayor Johnson recommends Lee Mathes be appointed to Audit Committee.

Commissioner Jimmy Elliott made a motion to appoint Lee Mathes to serve on the Audit Committee. Commissioner Anita Grove seconded and the motion carried 5-0.

Mr. Nalley stated the Audit Committee reviews the audit and gives recommendations to the City Board.

- Mr. Nalley announced City Hall is now located at the Mayor Van Johnson Complex (Old High School), 192 Coach Wagoner Blvd, in the front office.

COMMISSION LIASON REPORTS & COMMENTS

- Attorney Floyd gave updated report on the Florida-Georgia Supreme Court water case, stating it is moving forward with no more discoveries necessary.
- Attorney Floyd distributed the (draft) Duke Energy Franchise Agreement for the 6% franchise and City right-of-way use to the City Commission for review and further discussion. Attorney Floyd stated there are some revisions pertaining to the 6% franchise fee and also it proceeds with caution by putting in a three year period for the term of the franchise so we can readdress at that time.
- Attorney Floyd gave update on the City of Apalachicola verses Hale Smith lawsuit which references Floodplain Management Ordinance and Application and Compliance. Attorney Floyd had meeting with parties involved and the City requires their Engineer to provide the specific statement of the document elevation and fill, which they stated they will provide.

Commissioner Grove inquired about the concrete slab that was poured under the house and making it impervious material.

Attorney Floyd stated the concrete was poured before the Certificate of Occupancy was entered by the County and was already in place and the slab is underneath the roof. The motion that was made in the past was the illegal fill would be taken out and the only illegal fill done after time is the shell which is landscape.

- Attorney Floyd gave update on ApalacHeart, Inc., a non-profit corporation developed to help with the City of Apalachicola Water Bill Increases in assisting citizens. Attorney Floyd stated there has been a meeting with numerous people (volunteers) and that a bank account is now open and available to have monies contributed into this fund. This account has to have a \$5000 balance before monies can be dispersed to applicants.

David Adlerstein gave a brief overview of how the ApalacHeart program worked. Mr. Adlerstein stated this is a private sector initiative. Applicants have to meet certain criteria to qualify for this program. This program is set up to assist citizens with the water and sewer utility bill increases. Mr. Adlerstein stated a letter would go out making citizens aware of this fund and that Holy Family Center is where you will make application.

Attorney Floyd stated ApalacHeart bank account is set up at Centennial Bank if anyone would like to make a donation.

PUBLIC HEARING:

A. ORDINANCE NO. 2018-05 AMENDING THE FISCAL YEAR 2017-2018 ANNUAL BUDGET

Mayor Van Johnson opened the public hearing.

Robin Vroegop commented that the Florida Statutes state that a public hearing has to be advertised in the local paper ten (10) days prior to having a public hearing.

Mayor Van Johnson asked City staff to re-advertise and schedule a special meeting after the advertisement was properly published 10 days prior to meeting.

Public Hearing not held due to advertisement not being published 10 days prior to public hearing.

PUBLIC HEARING:

B. ORDINANCE NO. 2018-06 FLOATING STRUCTURE ORDINANCE

Public Hearing not held due to advertisement not being published 10 days prior to public hearing.

PUBLIC COMMENT

Mayor Johnson opened the floor for public comment.

- Bonnie Davis stated last July the City adopted Ordinance 2018-02 Parking Mitigation for Commercial Downtown District. Ms. Davis stated there is a significant typo error in this Ordinance, Sec. IV.E.8.d(I). This sentence should say this provision does not apply to other zoning districts. I would suggest you make a motion to correct a Scribner's error and revise Ordinance in performance with original so no-one is misled as to availability of parking mitigation.

Attorney Floyd stated the City can make an amendment to the Ordinance in connection with another process to the Historic guidelines and make a motion to state this is a Scribner's error and it does not apply.

Commissioner Anita Grove made a Motion to amend Ordinance 2018-02, Sec. IV.E.8.d(I) last sentence that states "This provision does apply to other zoning districts, in connection with another process to the Historic guidelines and state this is a Scribner's error and should say, "This **does not** apply to other zoning districts". Commissioner Mitchell Bartley seconded and the motion carried 5-0.

- Robin Vroegop wanted to clarify a statement made in September 2018, that I stated that no payment was made to the CRA Fund Payment and not that they were miscalculated. There are other subjects I don't think are right with CRA and I would like to discuss these, so I would like to request a special meeting with the Board and CRA Committee.

Commissioner Bartley stated we have regular CRA meetings that are open to the public that anyone is welcome to attend.

Commissioner Grove suggests Ms. Vroegop get a list of items she is concerned about and discuss with Mr. Nalley. If meeting needs to be called to address issues, then Mr. Nalley will set up a meeting.

- Teri Sentz with Small Business Administration reported that Monday, December 10, 2018, is the deadline for applying for SBA low-interest federal loans for disaster related damages.
- Rich Hall reviewed his case and voiced his concern why this is still active and going on eighteen months later and not resolved as of this date.

Attorney Floyd commented this is now a lawsuit and cannot be discussed with the City Council.

Mayor Johnson stated Mr. Hall cannot continue to discuss this case that it can only be resolved by a Judge during the lawsuit.

- Despina George inquired if the draft audit report for 2016-2017 has been received. Ms. George stated that the Resolution passed at the last meeting per Florida Statutes states that the audit committee shall be included in the auditors exit conference and other functions of audit business.

Mr. Nalley stated Ms. Mathes will be contacting the Audit Committee with a meeting date.

- Robin Vroegop stated that the City Hall address needs to be changed to reflect new location on the City website.

CONSENT AGENDA

Mayor Van Johnson presented the Consent Agenda and asked if any items should be removed before called for action.

- Meeting Minutes Adoption - Adopt the October 16, 2018 Emergency Special Meeting; October 22, 2018 Emergency Special Meeting; and November 6, 2018 Regular Meeting Minutes.
- Budget Amendment – Community Redevelopment Agency
 1. To Dispense of the Two-Reading Requirement for Ordinances Found in the City Charter so that Budget Amendments may be allowed to Pass Upon First Reading by Unanimous Vote.
 2. To Approve Budget Amendment 1 Amending the Special Revenue Fund to Reflect Final Changes Approved by the CRA Board.
- Planning & Zoning Minutes Confirmation - Confirm the October 2018 Planning and Zoning Minutes

Commissioner Anita Grove made a motion to approve the Consent Agenda. Commissioner Jimmy Elliott seconded and the motion carried 5-0.

UNFINISHED BUSINESS:

A. ORDINANCE NO. 2018-05 AMENDING THE FISCAL YEAR 2017-2018 ANNUAL BUDGET

No action taken.

UNFINISHED BUSINESS:

B. ORDINANCE NO. 2018-06 FLOATING STRUCTURE ORDINANCE

No action taken.

NEW BUSINESS:

A. BATTERY PARK AND MINING LEASE AGREEMENT PROPOSALS

Mr. Nalley stated that in February 2018 Mr. Chris Langston with Coastline Environmental Materials approached the City about leasing an area of Battery Park for the purpose of loading material for habitat purposes and the possibility of entering into a joint agreement for mining this material. At the time, the Commission approved a letter of intent stating that a request had been presented for the lease of a parcel along the Apalachicola River at Battery Park for stockpiling and loading fossilized shell for oyster-bed replanting. The Commission went on to confirm that the City is interested in working with Mr. Langston to determine the terms and enter into a lease for this purpose. Since that time, Mr. Langston has developed several agreements for consideration by the Commission and would like to discuss the terms of these agreements in a workshop style setting.

Based on the length of time this project has been stalled and the need by the Commission for additional information from Mr. Langston, staff has not spent considerable time reviewing the attached documents. With that said, staff has also not asked the City Attorney to review them at this point in the process. This information is being presented to you with the idea that if the Commission is still interested in moving this project forward, that we can schedule a workshop on the matter, and following the workshop, the Commission can provide staff further direction. Changes to these documents will likely need to be made prior to adoption.

Chris Langston stated there are 3 proposals we will be reviewing, 1) Battery Park or the staging site for loading material for habitat restoration both inshore and offshore, 2) Artificial Reef Creation and 3) Fossilized Shell (State Land Lease).

Commissioner Brenda Ash made a Motion to Schedule a Workshop on January 10th or 11th, 2018 at ____PM to discuss the Battery Park and Mining Lease Agreement Proposals. Commissioner Mitchell Bartley seconded and the motion carried 5-0.

Date for workshop will be announced when decided.

NEW BUSINESS:

B. ORDINANCE NO. 2018-07 TREE ORDINANCE - FIRST READING

Attorney Floyd read Ordinance 2018-07 by title as follows:

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF APALACHICOLA, FLORIDA ADOPTING ORDINANCE 2018-07 TO REPLACE ORDINANCE 2011-01 IN ITS ENTIRETY; PROVIDING FOR INCLUSION OF ITS REGULATIONS IN THE LAND DEVELOPMENT CODE OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Beth Wright addressed concern that a few trees that were not included on the protective list.

Mayor Johnson asked Ms. Wright to get with the Tree Committee about making an amendment to the Ordinance before it comes to next month's meeting for adoption.

Commissioner Anita Grove made a motion to approve the First Reading of Ordinance 2018-05 and Proceed with the Adoption Process. Commissioner Mitchell Bartley seconded and the motion carried 5-0.

NEW BUSINESS:

C. CITY OF APALACHICOLA LEGISLATIVE PRIORITIES

Ms. Augusta West requests approval for the attached proposed 2019 Legislative Priorities for the City of Apalachicola.

Commissioner Brenda Ash made a motion to approve the City of Apalachicola Legislative Priorities. Commissioner Jimmy Elliott seconded and the motion carried 5-0.

NEW BUSINESS:

D. ELECTRIC VEHICLE SITE HOST AGREEMENT - DUKE ENERGY FLORIDA

Ms. West requests approval for Duke Energy to invest in installing Electric Vehicle Sites for charging of electric vehicles in the City of Apalachicola. Specific locations are to be determined in consultation with engineers from Duke Energy, but potential sites include the Library, Commerce Street and Riverfront Park.

Commissioner Ash inquired how the users of the electric vehicle station will pay for their power and Ms. West stated the user pays by credit card.

Danny Collins, Duke Energy representative, stated the Park & Plug Program is a pilot program by the Public Service Commission, and Duke Energy takes the cost of setting up sites for these charging stations, rates are set by the Public Service Commission.

Commissioner Brenda Ash made a motion to approve the Electric Vehicle Site Host Agreement with Duke Energy contingent on Duke Energy Engineers finalizing site locations and authorize the City Manager to Execute the Agreement. Commissioner Mitchell Bartley seconded and the motion carried 5-0.

NEW BUSINESS:

E. ORDINANCE NO. 2018-08 DUKE ENERGY ELECTRIC FRANCHISE AGREEMENT – FIRST READING

Attorney Floyd read Ordinance 2018-08 by title as follows:

AN ORDINANCE GRANTING TO DUKE ENERGY FLORIDA, LLC. d/b/a DUKE ENERGY, A NON-EXCLUSIVE ELECTRIC UTILITY RIGHTS OF WAY UTILIZATION FRANCHISE; PRESCRIBING THE TERMS AND CONDITIONS RELATED TO THE OCCUPANCY OF MUNICIPAL STREETS AND RIGHTS OF WAY IN THE CITY OF APALACHICOLA, FLORIDA, FOR THE PURPOSE OF PROVIDING ELECTRIC SERVICE; PROVIDING FOR SEVERABILITY OF PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

Commissioner Mitchell Bartley made a motion to approve the First Reading of Ordinance 2018-08 and Proceed with the Adoption Process. Commissioner Jimmy Elliott seconded and the motion carried 5-0.

Commissioner Anita Grove thanked Duke Energy for the donation of \$10,000 to help with the devastation of Hurricane Michael in the City of Apalachicola.

NEW BUSINESS

F. RESOLUTION 2018-13 COMMENDING THE FLORIDA SEAFOOD FESTIVAL BOARD OF DIRECTORS FOR THEIR RESOLVE IN HOSTING THE 55TH ANNUAL FLORIDA SEAFOOD FESTIVAL

Attorney Floyd read Resolution 2018-13 in its entirety.

Commissioner Brenda Ash made a motion to Approve Resolution 2018-13 Commending the Florida Seafood Festival Board of Directors for their Resolve in Hosting the 55th Annual Florida Seafood Festival. Commissioner Anita Grove seconded and the motion carried 5-0.

ADJOURN THE MEETING

With no further business, Commissioner Brenda Ash made a motion to adjourn the meeting at 8:30 p.m. Commissioner Anita Grove seconded and motion carried 5-0.

Van W. Johnson, Sr., Mayor

Deborah Guillotte, City Clerk



MINUTES OF THE PUBLIC HEARING & SPECIAL MEETING OF THE CITY OF APALACHICOLA CITY
COMMISSION HELD TUESDAY, DECEMBER 18, 2018, 5:00 P.M. AT THE APALACHICOLA COMMUNITY
CENTER

PRESENT: Mayor Van W. Johnson, Sr.
Mayor Pro Tem Brenda Ash
Commissioner Jimmy Elliott
Commissioner Mitchell Bartley
Commissioner Anita Grove

Ron Nalley, City Manager
Lee Mathes, Director of Administrative Services
Deborah Guillotte, City Clerk
Bobby Varnes, Chief of Police
Pat Floyd, City Attorney

ABSENT: N/A

CALL TO ORDER

Mayor Van Johnson called the meeting to order at 5:00 pm and Attorney Pat Floyd gave the invocation.
Council members led the pledge of allegiance.

APPROVE THE AGENDA

Commissioner Mitchell Bartley made a motion to approve the Agenda. Commissioner Anita Grove seconded
and the motion carried 5-0.

PUBLIC HEARING

A. ORDINANCE NO. 2018-05 AMENDING THE FISCAL YEAR 2017-2018 ANNUAL BUDGET

Attorney Floyd read Ordinance 2018-05 by title as follows:

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF APALACHICOLA AMENDING THE FISCAL YEAR
2017-2018 BUDGET

Mayor Johnson opened the floor for public comment.

Despina George stated her concern of how the 2017-2018 Budget was over-budgeted.

Mr. Nalley stated the City has been in a financial situation for years and we hope to make this better in the
years to come.

Mayor Johnson stated this is why we hired a City Manager to help find ways to resolve these issues.

PUBLIC HEARING

B. ORDINANCE NO. 2018-06 FLOATING STRUCTURE ORDINANCE

Attorney Floyd read Ordinance 2018-06 by title as follows:

AN ORDINANCE OF THE CITY OF APALACHICOLA CITY COMMISSIONERS AMENDING CHAPTER 5 OF THE CITY CODE; PROVIDING RESTRICTIONS ON THE ANCHORING OR MOORING OR UTILIZATION FOR HABITATION OF FLOATING STRUCTURES; REQUIRING A LICENSE AND ADMINISTRATIVE FEE; REQUIRING IDENTIFICATION ON FLOATING STRUCTURES; ESTABLISHING PENALTIES; AUTHORIZING THE REMOVAL OF FLOATING STRUCTURES; PROHIBITING THE SALE, DISTRIBUTION OR CONSUMPTION OF ALCOHOLIC BEVERAGES ON OR IN CONNECTION WITH FLOATING STRUCTURES; PROVIDING FOR THE SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

Mayor Johnson opened the floor for public comment.

No Public Comments were made at this time.

Public Hearing Closed.

Mayor Johnson opened Special Meeting.

SPECIAL MEETING

PUBLIC COMMENT

Mayor Johnson opened the floor for public comment.

- Diane Brewer gave update on Historic Squares Projects. Ms. Brewer distributed paperwork to the board stating Gorrie Square Survey has been completed and is being recorded. Ms. Brewer stated this is not just a boundary survey, it covers streets, alleys, r-o-w, buildings and any improvements on Gorrie Square. Ms. Brewer stated a complete correct legal description with metes and bounds is also included. Ms. Brewer stated at this time, there have been four surveys of the six City squares.

Commissioner Ash stated she would like to have these surveys on the website.

Attorney Floyd inquired where Ms. Brewer got her legal description for the survey and wants to make sure it is the official City map. Attorney Floyd would like this reviewed before filing to make sure not surveyed by another survey company.

Ms. Brewer stated she searched and didn't find a survey for Gorrie or City Square and this is why we are having them done now.

- Despina George announced the Audit Committee met last week and reviewed 2016-2017 audit. At this time, there has been no exit audit meeting to review the draft audit. I would suggest the City Board meet with the Audit Committee when we have our final exit on Thursday.

Commissioner Grove stated that herself and Commissioner Ash are on the board and will be at this meeting.

Mr. Nalley stated he spoke with the auditor today with the list of items that were questioned and we provided two of the items on the list this morning. The City is putting steps together to correct these issues in the future and I hope we will be in better shape. Mr. Nalley stated our auditor made the comment these are not dire issues as is being stated and there is still a lot of work to be done by the City.

Commissioner Ash stated the City is not taking this issue lightly, we are taking all necessary methods to move forward and get the City on the right financial track.

Mayor Johnston stated that the report Mr. Nalley gave on the water and sewer revenues, shows that we are making strides in the right direction and moving forward.

UNFINISHED BUSINESS:

A. ORDINANCE NO. 2018-05 AMENDING THE FISCAL YEAR 2017-2018 ANNUAL BUDGET

Attorney Floyd read Ordinance 2018-05 in its entirety:

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF APALACHICOLA AMENDING THE FISCAL YEAR 2017-2018 BUDGET.

Commissioner Brenda Ash made a motion to adopt Ordinance 2018-05 Amending the Fiscal Year 2017-2018 Annual Budget. Commissioner Jimmy Elliott seconded and the motion carried 5-0.

UNFINISHED BUSINESS:

B. ORDINANCE NO. 2018-06 FLOATING STRUCTURE ORDINANCE

Attorney Floyd read Ordinance 2018-06 by title as follows:

AN ORDINANCE OF THE CITY OF APALACHICOLA CITY COMMISSIONERS AMENDING CHAPTER 5 OF THE CITY CODE; PROVIDING RESTRICTIONS ON THE ANCHORING OR MOORING OR UTILIZATION FOR HABITATION OF FLOATING STRUCTURES; REQUIRING A LICENSE AND ADMINISTRATIVE FEE; REQUIRING IDENTIFICATION ON FLOATING STRUCTURES; ESTABLISHING PENALTIES; AUTHORIZING THE REMOVAL OF FLOATING STRUCTURES; PROHIBITING THE SALE, DISTRIBUTION OR CONSUMPTION OF ALCOHOLIC BEVERAGES ON OR IN CONNECTION WITH FLOATING STRUCTURES; PROVIDING FOR THE SEVERABILITY; PROVIDING AN EFFECTICE DATE.

Commissioner Brenda Ash made a motion to adopt Ordinance 2018-06 Floating Structure Ordinance. Commissioner Jimmy Elliott seconded and the motion carried 5-0.

NEW BUSINESS:

A. RESOLUTION 2018-14 HONORING 1968 FOOTBALL STATE CHAMPIONSHIP TEAM

Attorney Floyd read Resolution 2018-14 in its entirety.

Commissioner Jimmy Elliott made a motion to adopt Resolution 2018-14 Honoring 1968 Football State Championship Team. Commissioner Mitchell Bartley seconded and the motion carried 5-0.

ADJOURN THE MEETING

With no further business, Commissioner Mitchell Bartley made a motion to adjourn the meeting at 6 p.m. Commissioner Jimmy Elliott seconded and motion carried 5-0.

Van W. Johnson, Sr., Mayor

Deborah Guillotte, City Clerk

CITY OF APALACHICOLA
PLANNING & ZONING BOARD
REGULAR MEETING
MONDAY, November 19th, 2018
Community Center/City Hall – 1 Bay Avenue
AGENDA MINUTES

Present: Chairperson: Tom Daly, Uta Hardy, Jim Bachrach, Joe Taylor. Cindy Clark – City Planner, Cortni Bankston – Permitting and Development Coordinator

Joint Workshop – 5p.m.

Historic Guidelines - Discussion held – Motion to transmit changes to joint workshop – Jim Bachrach. 2nd: Joe Taylor. Motion Approved.

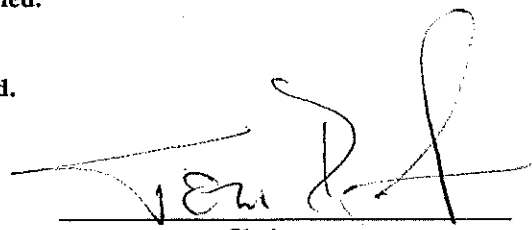
Regular Meeting – 6p.m.

- 1) Approval of October 8th, 2018 Regular Meeting Minutes. Motion to Approve: Jim Bachrach, 2nd: Uta Hardy. Motion Carried.
- 2) Review, Discussion and Decision for Renovation/Addition of the Bookstore (Historic District) @ 67 Commerce Street, Block D1, Lot(s) 13 & 14, For – William Zingarelli, Contractor – Warren Emo. Motion to approve contingent upon submittal and review of FEMA required site plan documentation. Certificate of appropriateness will not be issued until City Staff has deemed paperwork to be sufficient: Joe Taylor, 2nd: Jim Bachrach. Motion Carried.

Other Items for Discussion:

- 3) Review and Discuss a Policy Revision of the 10 day review period. Motion to move forward with amending review period: Jim Bachrach, 2nd: Uta Hardy. Motion Carried.

Motion to Adjourn: Jim Bachrach, 2nd: Uta Hardy. Motion Carried.



Chairperson

In our continuing effort to keep the citizens of Apalachicola informed, this agenda is posted on our website at www.cityofapalachicola.com prior to the scheduled meeting for public review. Additional information such as the City's Land Development Code and zoning related maps, along with other development information is also available on the site for your convenience. Please direct any questions concerning items on this agenda or the Apalachicola Building Department to Cortni Bankston, (850)653-1522, cortnibankston@cityofapalachicola.com.

**APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: January 8, 2019**

SUBJECT: Ordinance 2018-07 – Tree Ordinance – Public Hearing and Second Reading

AGENDA INFORMATION:

Agenda Location: Public Hearing and Unfinished Business
Item Number: A
Department: Administration
Contact: Dennis Winterringer, Chairperson, Tree Committee
Presenter: Dennis Winterringer, Chairperson, Tree Committee

BRIEF SUMMARY: In 2011, the City Commission adopted the Tree Ordinance (Ordinance 2011-01). In 2015, the Tree Committee proposed revisions to the Ordinance, but the Commission chose not to adopt those revisions. Afterward the Committee disbanded and in 2017 the Commission appointed new members. Taking into consideration the 2015 proposed revisions, the Commissioners' concerns in not adopting the 2015 Ordinance, and the City's seven years of experience in implementing the Ordinance, the Committee proposed a new Tree Ordinance that would take the place of the 2011 Ordinance. In accordance with Policy No. 002, Comprehensive Plan and Land Development Code Amendment Procedure, the Committee held two public workshops on the proposed Ordinance prior to Planning and Zoning Board meetings on July 9 and August 13, 2018 and met in a joint workshop with the City Commission on November 6, 2018. The proposed Tree Ordinance contains revisions made in response to comments received during those meetings and during the December Commission meeting.

RECOMMENDED MOTION AND REQUESTED ACTIONS: None at this time pending comments received during the Public Hearing.

FUNDING SOURCE: Not Applicable

ATTACHMENTS: Revised Proposed Ordinance 2018-07

STAFF'S COMMENTS AND RECOMMENDATIONS: None at this time.

PROPOSED LAND DEVELOPMENT CODE REVISIONS CONCERNING TREE PROTECTION

The following would replace in its entirety Land Development Code revisions adopted in Ordinance 2011-01. The following are proposed changes to the Code as it existed prior to the adoption of Ordinance 2011-01.

II. LANGUAGE AND DEFINITIONS

Remove the definition of "caliper."

~~**Caliper**—caliper shall be the diameter at breast height (DBH) of the trunk of all trees four (4) feet above ground.~~

Revise the definition of "tree."

Tree- A woody plant having one or more well-defined trunks capable of being maintained with a clear trunk and normally growing to an overall height at maturity of a minimum of fifteen (15) feet.

Add the definitions of "diameter at breast height," "patriarch tree," "relocate," and "substantial alteration."

Diameter at Breast Height - The diameter of a tree trunk as measured four and a half (4 ½) feet above ground level.

Drip Line - The limiting line established by a series of perpendicular drop points marking the maximum radius of the crown of an existing tree, but not less than ten (10) feet from the trunk, whichever is greater.

Patriarch Tree – A protected native tree (section XII.A) whose trunk is thirty five (35) or more inches in diameter at breast height.

Relocate - As used in the Chapter XII tree protection regulations and elsewhere in this Code, the digging up of a protected tree by a property owner from a place on the owner's property and the planting of the same tree in another place on the same property or in a public place.

Substantial Alteration - The heavy cutting of top branches (topping), cutting of major lower limbs (elevating), or significant trimming of a tree that alters the natural symmetry of the tree. The term does not include customarily accepted practices used by certified arborists for pruning shade trees.

In the Chapter VII Site Plan Review Regulations, revise section B, Applicability, to read as follows; remove section E, Time Limit on Approval; and recodify section F as E, Site Plan Requirements, and add paragraph 2.a.13.

B. APPLICABILITY

This Chapter establishes procedures and standards for the preparation, review and approval of site plans to carry out development.

* * *

~~E. TIME LIMIT ON APPROVAL~~

~~Following approval of the site plan, the applicant shall have one (1) year, unless otherwise specified in the appropriate zoning district regulations, to commence construction on the site. Any site where substantial construction has not begun within one (1) year shall cause the site plan to be reevaluated by the appropriate bodies and any newly adopted standards will be considered.~~

E. SITE PLAN REQUIREMENTS

* * *

2. Site plans shall contain maps and documents indicating:

a. General Information.

* * *

13. Tree protection.

A map of sufficient scale to clearly show the locations of lot boundaries; footprints of existing and proposed structures and improvements; species and size (inches diameter breast height) of existing protected trees; protected trees that are proposed to be removed, relocated, or substantially altered; and fences or other protective barriers that will be erected around protected trees at the tree drip lines.

A plan for protecting trees from equipment, material, debris, fill, gasoline, oil, paint, chemicals or other harmful materials.

A discussion of proposed grade changes and how the changes would affect protected trees.

Add new Chapter XII.

XII. TREE PROTECTION

A. PROTECTED NATIVE TREES

The native trees predominately foresting the City of Apalachicola are:

bald and pond cypress (Taxodium distichum and Taxodium ascendens),
eastern and southern redcedar (Juniperus virginiana and Juniperus solidicola),
live oak (Quercus virginiana),
longleaf pine (Pinus palustris),
pecan (Carya illinoensis),
sabal (cabbage) palm (Sabal palmetto),
slash pine (Pinus elliotii),
southern magnolia (Magnolia grandiflora),
sycamore (Platanus occidentalis), and
water oak (Quercus nigra).

Individual trees of these species having diameters of four (4) or more inches at breast height are protected (hereinafter referred to as "protected trees"). Other native trees and all nonnative trees are not protected.

B. PRESERVATION OF PATRIARCH TREES

No patriarch tree on privately- or City-owned property shall be removed or substantially altered by a private landowner or a department of the City unless:

1. Under a declared emergency (section C.3) or in the case of an imminent hazard (section C.4), the Code Enforcement Officer, City Manager, or a designee in their absence finds for a specific tree that immediate action is required to eliminate a condition endangering public safety or property.
2. In a non-emergency or non-imminent hazard situation:
 - a. On private property, the Planning and Zoning Board approves the issuance of a tree permit to a private landowner to remove or substantially alter a tree on a lot because not doing so would make the lot undevelopable for any principal structure (section D.1.c).
 - b. On private or City property, the City Manager documents in writing his or her reasons for allowing removal or substantial alteration (sections D.1.c and D.2.c).

C. EXEMPTIONS FROM REQUIREMENTS TO OBTAIN TREE PERMIT

The following circumstances do not require a tree permit.

1. Unprotected trees.--The removal, relocation, or substantial alteration of:
 - a. Native trees not listed in section A;

- b. Native trees listed in section A that are less than 4 inches in diameter at breast height;
 - c. Cultivated varieties of once native trees developed by selective breeding and sold by plant nurseries; and
 - d. Nonnative trees, including invasive species.
2. Pruning.--Pruning of unprotected trees, and light pruning of protected trees that does not substantially alter the protected trees.
3. Emergency.--The removal or substantial alteration of any significantly-damaged, protected, non-patriarch tree during or following a natural or man-made disaster (e.g., hurricane, tornado, high wind, flood, or forest fire) when the City Commission or Manager declares a state of emergency and determines that permitting requirements will hamper private or public work to restore safety and order to the City. Permission is required to remove or substantially alter a patriarch tree (section B.1).
4. Imminent hazard.--The removal or substantial alteration of any protected, non-patriarch tree when the Code Enforcement Officer, City Manager, or a designee in their absence finds that immediate action is required due to a condition endangering public safety or property.
5. Diseased or pest-infested trees.--The removal of a diseased or pest-infested tree when the Code Enforcement Officer, City Manager, or a designee in their absence finds that doing so will prevent the spread of the disease or pests to healthy trees.
6. Highway and electric utility rights of way.--The removal or trimming of protected trees by:
- a. The Florida Department of Transportation along roads under its jurisdiction to maintain safe lines of sight at road intersections and alleys and horizontal clearance areas along roadways where errant vehicles leaving the roadway might travel.
 - b. The electric utility along power lines necessary for the maintenance of accepted public safety standards and system reliability.

D. PERMITS FOR REMOVAL, RELOCATION, OR SUBSTANTIAL ALTERATION OF PROTECTED TREES

Any person wishing to remove or substantially alter a protected tree shall make application to the Code Enforcement Officer on a tree application form provided by the Officer.

A tree permit shall be issued to remove or substantially alter a protected tree only if such action is in compliance with these Chapter XII requirements and the section VII.E site plan requirements.

Substantial alteration of a protected tree shall be allowed only under a declared emergency (sections B.1 and C.3), when a permit is obtained in the case of an imminent hazard (sections B.1 and C.4), or when a permit is obtained in a non-emergency or non-imminent hazard situation to eliminate limbs that encroach on an adjacent structure.

1. Private property.

a. If the proposed tree removal or substantial alteration is in conjunction with proposed development the Planning and Zoning Board reviews (e.g., a newly-proposed structure, the expansion of an existing structure where the footprint increases in size, the construction of a driveway or walkway, or other such development that disturbs the land surface), the Board shall implement these tree protection requirements at the time it reviews and decides to approve, conditionally approve, or disapprove the site plan.

b. If the proposed tree removal or substantial alteration is not in conjunction with proposed development that the Planning and Zoning Board reviews (e.g., tree removal due to tree roots affecting the structural integrity of a building foundation), the Code Enforcement Officer, City Manager, or a designee shall implement these tree protection requirements at the time he or she reviews and decides to approve, conditionally approve, or disapprove the proposal. Only the City Manager shall make decisions on patriarch trees (paragraph c).

c. If the proposal is the removal or substantial alteration of a patriarch tree, the Code Enforcement Officer shall provide a copy of the tree application to the Tree Committee appointed by the City Commission. The Committee shall review the tree permit application and make a recommendation to the decision maker (the Planning and Zoning Board (paragraph a) or the City Manager (paragraph b)).

When the Board is the decision maker, approval or conditional approval to remove or substantially alter a patriarch tree on a privately-owned lot shall only be made when no principal structure could be legally built on the lot taking into consideration the location of the tree and such requirements as setbacks and minimum required size for single-family dwellings. Through the variance process the Board of Adjustment may consider reducing setbacks or minimum dwelling size if doing so would spare the tree.

When the City Manager is the decision maker, the Manager's reasons for allowing removal or substantial alteration of a patriarch tree shall be documented in writing.

2. City property.

- a. A person wanting to remove or substantially alter a protected tree on City property adjacent to private property owned by the person (e.g., to create an entryway to a proposed driveway on private property) shall apply for a tree permit. Cost of the permit and tree removal or substantial alteration shall be borne by the applicant.
- b. A City department wanting to remove or substantially alter a protected tree on City property shall make a request to the Code Enforcement Officer. To document the request, the Code Enforcement Officer shall prepare a tree application for the proposed action. Removal or substantial alteration of the tree shall not occur unless the Code Enforcement Officer, City Manager, or one of their designees approves the removal or substantial alteration.
- c. If the proposal is the removal or substantial alteration of a patriarch tree, the Code Enforcement Officer shall provide a copy of the tree application to the City Manager and Tree Committee appointed by the City Commission. The Committee shall review the tree permit application and make a recommendation. The City Manager shall make a decision on the proposal and document in writing the reasons for allowing any removal or substantial alteration.

As a condition of approval, decision makers may require that certain protected trees or native trees listed in section A that are less than four (4) inches in diameter at breast height be relocated from the area of proposed development to an undeveloped location.

Under a tree permit, thinning of healthy protected trees may be justified if selective removal of trees improves the development of remaining trees and allows them to grow faster and in a fuller, characteristic form.

To ensure that a tree permit is not prematurely issued for a proposed development that is never approved, the tree permit and building permit will be issued simultaneously.

E. PROTECTION OF TREES DURING BUILDING OPERATIONS

Before development, redevelopment, or improvement the developer or builder is required to erect and maintain suitable protective barriers at the drip line of the tree. No construction or disturbance shall occur within this radius. Prohibited activities in this radius include operation of equipment; deposition of debris and fill; storage of gasoline, oil, paint, chemicals, and other toxic materials harmful to trees; and attachment of wire to trees. Wood, metal, or other substantial material shall be utilized in the construction of protective barriers. This protection shall remain until such time as the development, redevelopment, or improvement is completed.

Driveways and sidewalks of impervious concrete and asphalt may not be constructed within the drip line of protected trees.

F. UTILITY EASEMENT TRIMMING

Electric utility companies and their contractors that perform vegetation maintenance and tree pruning or trimming within electric utility right-of-way corridors shall do so in accordance with the following requirements. As defined in State law (F.S. 163.3209), “vegetation maintenance and tree pruning or trimming” means “the mowing of vegetation within the right-of-way, removal of trees or brush within the right-of-way, and selective removal of tree branches that extend within the right-of-way.”

1. All tree management will be limited to what is necessary for the proper maintenance of existing and new utility facilities in order to provide safe and reliable utility service.
2. Prior to vegetation maintenance and tree pruning or trimming, the utility shall provide the City Manager with a minimum of five (5) business days’ advance notice. Such advance notice is not required for vegetation maintenance and tree pruning or trimming required to restore electric service or to avoid an imminent vegetation-caused outage.
3. The electric utility shall meet with the City Manager, or the Manager’s designee (e.g., Code Enforcement Officer), to discuss and submit the utility’s vegetation maintenance plan, including the utility’s trimming specifications and maintenance practices. The plan shall identify any patriarch trees that are proposed for trimming and the amount of trimming proposed.
4. Vegetation maintenance and tree pruning or trimming conducted by utilities shall conform to American National Standards Institute (ANSI) A300 (Part I)—2008 (R2014) pruning standards and ANSI Z133.1-2000 Pruning, Repairing, Maintaining, and Removing Trees, and Cutting Brush—Safety Requirements.
5. Vegetation maintenance and tree pruning or trimming conducted by utilities must be supervised by qualified electric utility personnel or contractors licensed to do business in the City of Apalachicola and trained to conduct vegetation maintenance and tree trimming or pruning consistent with these requirements or by Certified Arborists certified by the certification program of the International Society of Arboriculture. Trimming of patriarch trees may only be performed by Certified Arborists.

G. REFORESTATION FUND

Fees collected for the lawful removal or relocation of protected trees and fines from the unlawful removal, relocation, or substantial alteration of protected trees (section H) shall be placed in a Reforestation Fund maintained by the City of Apalachicola. These funds will be spent to establish, maintain, and promote a reforestation program on City property, primarily along highway corridors and in City parks. These fees are in addition to the per-permit fee charged by the City for the administrative processing of a tree permit application, which are not deposited in the Reforestation Fund.

Following are the tree permit fees that will be collected for removal of protected trees.

Diameter at breast height of protected tree removed (inches)	Fee for each tree (\$)
4 to 16	25
Greater than 16 to less than 35	35
35 and larger (patriarch tree)	1,000

For a tree permit applicant not proposing to remove a patriarch tree, the maximum total fee collected for each lot covered by the application shall not exceed two hundred and fifty dollars (\$250).

For a tree permit applicant proposing to remove a patriarch tree, the maximum total fee collected for each lot covered by the application shall not exceed two hundred and fifty dollars (\$250) for the non-patriarch trees plus an additional one thousand dollars (\$1,000) for each patriarch tree.

H. PENALTIES FOR VIOLATIONS

Any person that removes or substantially alters a protected tree before a tree permit is obtained shall be charged a doubled application fee for an after-the-fact permit.

If an after-the-fact tree permit is not issued because the tree removal or substantial alteration is not in accordance with these tree protection regulations, a fine in the amount specified in section III.D.1 of this Code shall be imposed. Each tree that is illegally removed or substantially altered is a separate offense.

Any person that illegally removes or substantially alters a patriarch tree shall be fined up to \$25,000.

Commercial tree care contractors or general contractors are required to be licensed by the City in order for them to conduct business within the City. Two or more violations of any provision of these tree protection requirements by any commercial tree care contractor or general contractor may result in revocation of such person's license to do business within the City.

**CITY OF APALACHICOLA, FLORIDA
ORDINANCE 2018-07 “TREE ORDINANCE”**

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF APALACHICOLA, FLORIDA ADOPTING ORDINANCE 2018-07 TO REPLACE ORDINANCE 2011-01 IN ITS ENTIRETY; PROVIDING FOR INCLUSION OF ITS REGULATIONS IN THE LAND DEVELOPMENT CODE OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, trees are recognized to be a valued asset, providing a healthier and more beautiful environment in which to live; and

WHEREAS, trees are valuable natural resources that produce oxygen and clean the air, through their shade reduce summer temperatures and conserve electricity used for air conditioning, and reduce water runoff that would otherwise enter the City of Apalachicola’s storm water system and discharge to Apalachicola Bay, an area of critical State concern; and

WHEREAS, tree preservation enhances the value and marketability of property and thereby promotes the stability of residential neighborhoods, making them more livable and desirable; and

WHEREAS, Chapter 163, Florida Statutes, empowers and requires the City to establish land-use codes and provide for its administration, enforcement and amendments; and

WHEREAS, the Tree Committee has recommended to the City Commission a proposed amendment to the Land Development Code of the City of Apalachicola, Florida by revising sections of the existing Code and adding a section to the zoning regulations for tree protection and preservation within the City; and

WHEREAS, the Tree Committee of the City of Apalachicola has in accordance with the City’s Policy No. 002, Comprehensive Plan and Land Development Code Amendment Procedure, held two public workshops prior to Planning and Zoning Board meetings on July 9 and August 13, 2018, to receive comments and on November 6, 2018, held a joint workshop with the City Commission; and

WHEREAS, the City Commission of the City of Apalachicola, Florida finds it necessary for the purpose of promoting, protecting and preserving the general historic and pristine nature of the City of Apalachicola to amend and omit certain sections of Ordinance 2011-01 (“Tree Ordinance”) and adopt Ordinance 2018-07 (“Tree Ordinance”) to replace Ordinance 2011-01 in its entirety; and

WHEREAS, the City Commission, after due public notice and advertising of the proposed amendment of the Land Development Code of the City of Apalachicola, Florida by amending the regulations for tree protection and preservation within the City, as recommended by the Tree Committee, accept and enact such proposed amendment as set forth herein.

NOW THEREFORE BE IT ENACTED BY THE PEOPLE OF THE CITY OF APALACHICOLA, FLORIDA, THE FOLLOWING ORDINANCE PROVISIONS REGARDING THE REGULATIONS OF THE LAND DEVELOPMENT CODE FOR THE CITY OF APALACHICOLA:

SECTION I. LAND DEVELOPMENT CODE REGULATIONS

Attached are the regulations that are being incorporated into the Land Development Code.

SECTION II. SEVERABILITY

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this article which can be given effect without the invalid provisions or applications, and to this end the provisions of this Ordinance are severable.

SECTION III. REPEAL AND REPLACEMENT OF EXISTING ORDINANCE

Ordinance 2011-01 is hereby repealed and replaced by Ordinance 2018-07.

SECTION IV. EFFECTIVE DATE

This ordinance shall become effective upon affirmative vote of the majority of the City Commission and when signed by the Mayor and attested by the City Clerk.

This Ordinance was first read in open session on the 4th day of December, 2018. This Ordinance was read for the second time and fully adopted in open session on the 8th day of January, 2019.

The final adoption and motion was made by Commissioner _____, and seconded by Commissioner _____.

Voting Aye: _____

Voting Nay: _____

FOR THE CITY COMMISSION OF THE CITY OF APALACHICOLA, FLORIDA:

Van W. Johnson, Sr., Mayor

ATTEST:

Deborah Guillotte, City Clerk

**APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: January 8, 2019**

SUBJECT: Duke Energy Electric Franchise Agreement – Public Hearing and Second Reading

AGENDA INFORMATION:

Agenda Location: Public Hearing and Unfinished Business
Item Number: B
Department: Administration
Contact: Pat Floyd, City Attorney and Ron Nalley, City Manager
Presenter: Pat Floyd, City Attorney and Ron Nalley, City Manager

BRIEF SUMMARY: The Electric Franchise Ordinance with Duke Energy was approved on January 13, 1989 for a thirty year period and will expire in January 2019. Recently, Duke Energy contacted the City to discuss the renewal of the franchise for an additional term. At the December Commission meeting, the City Attorney distributed a revised draft for consideration. Since that time, some revisions have been made and are incorporated into the proposed Ordinance being presented at the January meeting. Danny Collins, our Local Government Liaison with Duke Energy, will be present at the meeting to answer any questions the Commission may have about the renewal.

RECOMMENDED MOTION AND REQUESTED ACTIONS: None at this Time Pending Public Comment and Further Direction from the City Commission.

FUNDING SOURCE: Not Applicable

ATTACHMENTS: Revised Draft Ordinance 2018-08 and Ordinance 88-10

STAFF'S COMMENTS AND RECOMMENDATIONS: The City Attorney and the Attorney with Duke Energy have been discussing further revisions to the Franchise Agreement. Representatives from Duke Energy have stated that they are not agreeable to certain sections of the existing Agreement language. Pending further direction from the City Commission, adoption of the Ordinance will be placed on the February Commission agenda for reconsideration.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF APALACHICOLA, FLOIRDA GRANTING TO DUKE POWER CORPORATION AN ELECTRIC UTILITY FRANCHISE WITHIN THE INCORPORATED AREA OF THE CITY OF APALACHICOLA, FLORIDA; PROVIDING FOR MONTHLY PAYMENTS TO THE CITY OF APALACHICOLA ESTABLISHING TERMS AND CONDITIONS RELATING THERETO; PROVIDING FOR CONFLICT AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Duke Power Corporation, ("Duke") is a utility company with the ability to provide electricity related services to the citizens of the City of Apalachicola, Florida (the "City"); and

WHEREAS, the Board of City Commissioners of the City of Apalachicola, Florida, recognizes that the citizens of the City need and desire the benefits of electrical service; and

WHEREAS, the provision of such service requires substantial investments of capital and other resources in order to construct, maintain and operate facilities essential to the provision of such service in addition to costly administrative functions; and

WHEREAS, The City and Duke desire to enter into an agreement (the "Agreement") providing for the payment of fees to the City for the nonexclusive right and privilege of supplying electricity within the incorporated area of the City of Apalachicola, Florida and to use the related right-of-ways in relation thereto, and subject to the terms and conditions as contained herein; and

WHEREAS, Florida Courts have recognized authority of a City to enter into a franchise agreement with a utility company and to impose a fee that is bargained for in exchange for the government property rights granted therein; and

WHEREAS, the Board of City Commissioners for the City of Apalachicola deem it to be in the best interest of the City, and its citizens to enter into this Franchise Agreement.

NOW THEREFORE, BE IT ORDAINED BY THE PEOPLE OF THE CITY OF APALACHICOLA, FLORIDA BY AND THROUGH ITS MAYOR AND BOARD OF CITY COMMISSIONERS, AS FOLLOWS:

SECTION 1: RECITALS. the above stated recitals are hereby adopted and confirmed and incorporated herein.

SECTION 2: DEFINITIONS. For the purposes of this Ordinance, the following terms shall have the meaning given herein.

- A. Customer – shall mean any person served by Duke within the incorporated areas of the City of Apalachicola.
- B. City – shall mean the City of Apalachicola, Florida, its successors and assigns.
- C. Company – shall mean Duke Energy Corporation, its successors and permitted assigns.

- D. Effective Date – shall mean the date the Franchise becomes effective as described herein.
- E. Franchise or Franchise Agreement- shall mean this Ordinance, and any related agreement stemming from this Ordinance, as passed and adopted by the City and accepted by Duke.
- F. Person – shall mean any individual, firm, partnership, estate, corporation, industry, company or other entity, including, but not limited to, any government entity.
- G. Right of way – shall mean any street, road, lane, highway, avenue, boulevard, alley, waterway, bridge, easement public place or other right of way that is owned or held as trustee on behalf of the public, by the City of Apalachicola, Florida.

SECTION 3. GRANT OF EASEMENT. The City hereby grants to Duke, the non-exclusive right, privilege, and franchise to lay, erect, construct, operate and maintain in, on or under any and all rights of way, as they now exist or maybe hereafter constructed, opened, laid out or extended within the present incorporated limits of the City, an electricity distribution system, subject to the terms and conditions herein contained.

SECTION 4. TERM. Except as provide din Section 13, the franchise provided to Duke hereby granted shall be for a period of three (3) years from the effective date of this ordinance.

SECTION 5. ASSIGNMENT. The Franchise granted herein shall not be leased, assigned or otherwise alienated or disposed of except with the prior express written consent of the City, which shall not be unreasonably withheld. No assignment shall be allowed by the City without the assignee assuming there terms of this Agreement with the City.

SECTION 6. USE OF RIGHT OF WAYS. The distribution system shall be erected, placed, or laid in such manner as will, consistent with necessity, least interfere with other public uses of the rights of way, and said rights of way shall not be unnecessarily obstructed, and before, except in an emergency situation, Duke makes an excavation or disturbs the surface of any of the rights of way, it shall make application for a permit, where required by local rule or ordinance, to the appropriate City authority.

SECTION 7. MAINTENANCE. All such components of the distribution system of Duke located with the City shall be installed and maintained in accordance with accepted good practice and in accordance with the orders, rules and regulations of the Florida Public Service Commission, or other applicable State of Federal regulatory body. All other components of the distribution system shall be constructed with all applicable codes, rules, regulations and laws, including, to the extent consistent with all applicable codes, rules, regulations and laws, specifications contained in County ordinances or permitting requirements.

SECTION 8. FRANCHISE FEE. Within thirty(30) days after the close of the first full billing month following the effective date of this Agreement, and each month thereafter during the term of this Agreement, Duke, its successors or permitted assigns, shall pay to the City, or its successors, a sum of money equal to six percent (6%) of Duke's gross revenue from the sale of electricity to customers within the incorporated area of the City. The franchise fee payment shall be deemed paid on time if post-marked within thirty (30) days of the close of the preceding billing month.

The City shall, as provided herein, have the right to change the percentage rate to be remitted to any rate between 0.5 percent and 6 percent. The City may not exercise such right more than once in any calendar year. If the City changes the rate, the City shall give Duke at least sixty (60) days advance notice prior to the effective date of the new rate, which effective date shall always be on the first day of a billing cycle of Duke, and Duke shall have sixty (60) days after such new effective date to begin remitting the fee provided for herein to the City.

SECTION 8. ACCOUNTS AND RECORDS. Duke shall maintain accounting, maintenance, and construction records as prescribed by the Florida Public Service Commission, or as otherwise required by State or Federal law. Duke shall establish and maintain appropriate accounts and records in such detail that revenues with the area of the City are consistently declared separately from all other revenues, and such records shall be maintained within the State of Florida and shall be open at all reasonable times and upon reasonable notice of inspection by a duly authorized representative of the City. Upon request by the City, or its designated representative, Duke shall make available said records within thirty (30) days. Duke shall maintain its billing records for the period of time required by the Florida Public Service Commission, or other applicable State or Federal law, and any examination conducted after such period shall be confined to the billing records then available.

SECTION 9. INDEMNIFICATION. In consideration of the permissions granted to Duke by this Agreement, Duke hereby agrees to indemnify and hold harmless the City, its officers, agents and employees and defend the City with counsel of City's choice from and against any and all claims, demands, suits, actions, damages, expenses, and causes of action, to the extent caused by Duke's negligence construction or operation of the distribution system within the City during the term of this Agreement and which results in personal injury, loss of life, or damage to property, sustained by any person or entity, through or as a result of the doing of any work herein authorized or the failure to do work herein required, and including all reasonable costs, attorneys' fees, expenses and liabilities incurred by the City in connection with any such claim, demand, suit or cause of action, damage, expense, including the investigation thereof, and the defense of any action or proceeding brought thereon and/or any order, judgment or decree which may be entered in any such action or proceeding or as a result thereof; provided, however, that neither Duke nor any of its employees, agents, contractors, licensees, or sublessees shall be liable under

this section for any claims, demands, suits, actions, losses, damages, or expenses, including attorneys' fees, arising out of the sole negligence, strict liability, intentional torts, or criminal acts, of the City, its officers, agents, or employees. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

SECTION 10. TERMINATION. Violation by Duke of any of the covenants, terms, and conditions hereof, or default by Duke in observing or carrying into effect any of said covenants, terms and conditions, shall authorize and empower the City to declare a termination of this Agreement; provided, however, that before such action by Duke shall become operative and effective, Duke shall have been served by the City with a written notice setting forth all matters pertinent to such violation or default, and describing the action of Duke with respect thereto, and shall, except in emergency situations, have a period of sixty (60) days _____ any service of such notice or, in the event such cure reasonably requires a period of more than sixty (60) days, sixty (60) days to present a plan, reasonably satisfactory to City, to effect such cure and diligently commence to execute, and to the extent commercially practicable, continues to execute on said plan; and provide further that any violation or default resulting from a strike, a lockout, or an act of God, or any other cause beyond the control of Duke shall not constitute grounds for termination.

SECTION 11. CHANGES IN PROVISIONS. Changes in the terms and conditions hereof may be made by written agreement between the City and Duke.

SECTION 12. SEVERABILITY; CHANGE IN LAW.

- A. If any section, part of a section, paragraph, sentence, or clause of this Ordinance shall be adjusted by a court of competent jurisdiction to be invalid, such decision shall not effect the validity of any other portion hereof, but shall be restricted and limited in its operation and effect to that specific portion hereof involved in the controversy in which such decision shall have been rendered; provided, however, that should elimination of the specific portion of the Ordinance adjudged to be invalid results in significant adverse consequences to a party, then that party may terminate this Agreement by providing ninety (90) days written notice to the other party.
- B. Upon the issuance by a court of competent jurisdiction of an order, ruling or decision, or the enactment or adoption by the Florida Legislature, the City or any other governmental or regulatory body, of a law, rule, regulation or ordinance, that materially diminishes a municipality's ability to exact franchise fees from a utility, or that effectively does away with the ability of a municipality to grant a franchise altogether, then Duke or the City may terminate this Agreement by providing ninety (90) days written notice to the other party.

SECTION 13. GOVERNING LAW. The Franchise granted herein, and this Agreement, shall be governed by the laws of the State of Florida and applicable Federal law. Any litigation between the parties arising from this Agreement shall only be in Franklin County, Florida, and the parties agree to venue in Franklin County, Florida.

SECTION 14. CONFLICT. This Ordinance supersedes and repeals all other ordinances and parts of ordinances and all resolutions and parts of resolutions in conflict herewith.

SECTION 15. EFFECTIVE DATE. As a condition precedent to the taking effect of this Ordinance, Duke shall execute and file its acceptance hereof with the Clerk of Court for Franklin County within thirty (30) days of adoption of this Ordinance., The effective date of this Ordinance shall be thirty (30) days after the later date of the adoption of this Ordinance by the City and the acceptance of this Ordinance by Duke.

PASSED AND ADOPTED on the first reading this ____ day of _____, 2018.

CITY OF APALACHICOLA, FLORIDA

BY: _____
Its: _____

ATTEST:

CLERK

DUKE POWER CORPORATION

BY: _____
Its: _____

**APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: January 8, 2019**

SUBJECT: Resolution 2019-01 Amending Policy No. 9 of the City of Apalachicola Personnel Policies and Procedures Manual

AGENDA INFORMATION:

Agenda Location: New Business
Item Number: A
Department: Administration
Contact: Ron Nalley, City Manager
Presenter: Ron Nalley, City Manager

BRIEF SUMMARY: The Personnel Policies and Procedures Manual for the City was adopted in 1979 and last updated in 2003 and 2004. Hurricane Michael underscored the need to update Policy Number 9 of the Personnel Manual to reflect changes in Federal and State personnel laws and best personnel practices. Proposed changes have been recommended in the hours of work, work schedule, pay period, overtime provisions, and on-call and call-back provisions of the policy manual.

RECOMMENDED MOTION AND REQUESTED ACTIONS: To Approve Resolution 2019-01 to Amend Policy 9 of the City of Apalachicola Personnel and Procedures Manual

FUNDING SOURCE: Not Applicable

ATTACHMENTS: Resolution 2019-01 to amend the Personnel Policies and Procedures Manual, Hours of Work and Overtime

STAFF'S COMMENTS AND RECOMMENDATIONS: In November, the proposed changes to the personnel policy manual were discussed with City staff. Updates and changes have been made to the payroll and overtime process in preparation of adoption. The proposed changes will go into effect upon adoption by the Commission.

Resolution 2019-01

A RESOLUTION AMENDING THE EXISTING PERSONNEL POLICIES AND PROCEDURES MANUAL FOR THE CITY OF APALACHICOLA

WHEREAS, the Personnel Policies and Procedures Manual of the City of Apalachicola was adopted August, 1979, and has been subsequently amended from time to time; and

WHEREAS, the Personnel Policies and Procedures Manual shall apply to conditions of employment of the employees of the City of Apalachicola; and

WHEREAS, updates have been recommended to the Manual in order to remain consistent with changes that reflect best personnel practices in Federal, State or Local governments or agencies.

NOW, THEREFORE BE IT RESOLVED, the City of Apalachicola Personnel Policies and Procedures Manual be amended as follows:

"Note" – Strikeouts for deletions and underline for additions.

City of Apalachicola Personnel Policies and Procedures

Policy No. 9 – Hours of Work and Overtime

1. ~~Hours of Work~~ Work Week and Pay Period

~~The normal work week for employees in various groups shall be forty (40) hours maximum.~~

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. **Approval of Overtime:**

~~The appropriate department head shall authorize all 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.
 - (2) All other non-exempt City employees shall be assigned to a 7 consecutive day work period with a maximum of 40 work hours before earning overtime.
- (c) Supervisors shall be responsible for maintaining appropriate and accurate records detailing hours worked each day and total hours worked each work

period. All time records must be signed by the supervisor and delivered to the payroll clerk no later than 9:00 a.m. on Tuesday immediately preceding payday.

~~An employee's overtime must not exceed 10 hours per week for any and all work performed for a department or division of the City of Apalachicola. (Revised 02/04)~~

5. On-Call and Call-Back Pay

The City provides a continuous twenty-four a day, seven days a week service to its citizens. Therefore it is necessary for certain employees to respond to any reasonable request for duty at any hour of the day or night. One of the conditions of employment with the City is the acceptance of a share of the responsibility for continuous service, in accordance with the nature of each job position. Employees are expected to respond to any "after normal work hours" needs of the City. If an employee fails to respond to reasonable calls for emergency service, either special or routine, the employee shall be subject to disciplinary actions up to and including dismissal by the appointing authority.

On-Call. On-call time is defined as that time when an employee must carry a pager or other communications device and must respond immediately to calls for service. Any City employee eligible to earn overtime compensation, will be guaranteed a flat rate amount of \$100, for each work week when they are not scheduled to work but are required to be placed in on-call status for the work week, Saturday through Friday. This amount will be prorated for any time worked less than one week.

Call-Back. When a non-exempt employee is actually called back, after normal work hours, the time actually spent on the after-hours call(s) or two (2) hours, for each incident requiring travel from home, whichever is greatest, is counted as hours worked for that work period. Time counted includes travel from home to the workstation and back home. The wages will be at straight time unless the employee works more than 40 hours in the overtime period (or more than 86 in the 14 day cycle for law enforcement). "Call-back provisions do not apply to previously scheduled overtime work.

Employees in a standby status who receive compensation for their restricted time shall not consume alcoholic beverages during their standby hours. Off duty employees who have consumed alcoholic beverages will not drive City vehicles or equipment nor go on public property.

~~5. Classification Not Eligible for Overtime:~~

~~An employee working in a classification described as an hourly employee is entitled to overtime compensation. All other employees working in a classification described as salaried employees (office staff, police officers and department heads) are entitled to overtime compensation for periods of scheduling difficulties or for special events or~~

~~circumstances. The classifications are designed as job basis because of the duties and responsibilities of the job and the pay established for the job.~~

~~6. How Overtime is Earned:~~

~~When an employee in a classification eligible for overtime is required to work in excess of the normal work week (40 hours), the employee shall be paid at the rate of one and one-half (1 ½) times his/her regular hourly rate, with the exception of Christmas Day, double-time (2) times his/her regular hourly rate shall apply.~~

~~7. Call Back Pay:~~

~~An employee required to work on off hours due to an emergency or other urgent situation, shall be paid for the actual time worked.~~

~~8. Standby/On Call:~~

~~In order to provide coverage for services during off-duty hours, it may be necessary to assign and schedule certain employees to standby duty. A standby duty assignment is made by the department head who requires an employee to be available for work due to an urgent situation on his/her off duty time which may include nights, weekends, or holidays. An employee on standby shall remain by his/her home phone and immediately respond to the City's call to return to work.~~

~~9. Coffee Breaks:~~

~~Coffee breaks are authorized up to fifteen (15) minutes with pay at approximately midpoint in the first one-half of the employee's regular work schedule and again at approximately midpoint in the second one-half of the work schedule, but as a privilege, which must be arranged so as not to interfere with City business. Misuse of the coffee break privilege may subject the employee to disciplinary action. It shall be the responsibility of supervisors to enforce this section.~~

READ, APPROVED AND ADOPTED, this the 8th day of January, 2019.

ATTEST:

Deborah Guillotte, City Clerk

Van W. Johnson, Sr., Mayor

APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: January 8, 2019

SUBJECT: Joint Workshop with Planning and Zoning Board – Ordinance 2019-01 – Historic Regulations

AGENDA INFORMATION:

Agenda Location: New Business
Item Number: B
Department: Planning
Contact: Cindy Clark, City Planner
Presenter: Cindy Clark, City Planner

BRIEF SUMMARY: Historic Regulations, found in Ordinance 91-7, are included as part of the Land Development Code Regulations for the City of Apalachicola. Updates are needed to the Historic Regulations, as well as, the need to insert the Historic Guidelines into Ordinance form. In accordance with Policy No. 002, Comprehensive Plan and Land Development Code Amendment procedure, the Planning and Zoning Board held two public workshops on the proposed Ordinance on October 8th and November 19th. The Planning and Zoning Board is now submitting their draft revisions and is requesting a joint workshop with the City Commission. Included with the proposed Ordinance is also a request for a policy change to permit procedures, which increases the completed permit application deadline from ten (10) to thirty (30) days prior to the Planning and Zoning meeting for their consideration. This change will apply to residential and commercial new construction and will allow sufficient time for staff review prior to consideration by the Planning and Zoning Board.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

1. Set a Joint Workshop with the Planning and Zoning Board on _____ at _____ p.m. for the Presentation and Discussion of Revised Historic Regulations.
2. To Change the Permitting Policy to Increase the Completed Permit Application Deadline from ten (10) days to thirty (30) days prior to the Planning and Zoning Board Meeting.

FUNDING SOURCE: Not Applicable

ATTACHMENTS: Proposed Ordinance 2019-01 Historic Regulations and Proposed Administrative Permitting Policy Amendments

STAFF'S COMMENTS AND RECOMMENDATIONS: In keeping with established procedures, staff is recommending approval of both motions.

DRAFT 11-16-18 – Revised 12-5-18 (following Nov. 19 P&Z workshop)

**City of Apalachicola, Florida
Historic and Cultural Preservation
Ordinance Number 2019-01**

An Ordinance Repealing Chapter VI in its Entirety and Creating the Purpose and Intent of Protecting Historic Assets, Requirements for Obtaining a Certificate of Appropriateness within the Historic District; Providing for Protective Maintenance of Historic Structures, Providing Required Material Descriptions; Amending Chapter II, Definitions; Amending Chapter VII, Part C, 2b, and Providing for Severance.

WHEREAS, the protection, preservation, restoration, and enhancement of historic assets is a public purpose essential to public health, safety, and welfare and enhances property values and preserves the City's status as a desirable tourist destination and provides cultural enrichment and civic pride to the City's residents; and

WHEREAS, the City has adopted a Historic Element within the Apalachicola Comprehensive Plan which has committed to the adoption of regulations to direct and guide the maintenance and improvement of the Historic District; and

WHEREAS, the preservation of historic assets is necessary to maintain the City's eligibility to receive grants and other forms of aid from state and federal programs that are conditioned on protection of historic assets; and

WHEREAS, there are numerous economic benefits to historic preservation activities including the creation of jobs, significant contributions to tax collections of state and local governments, investments of private funds in historic projects and partnerships between private investors and local governments, maintenance of property values, and increases in expenditures by tourists visiting historic sites;

**Now therefore, the City amends:
Chapter VI. HISTORIC AND CULTURAL PRESERVATION**

A. GENERAL PROVISIONS

1. Purpose and Intent

- a) The purpose of this Chapter is to protect, preserve, restore, and enhance the City's historic assets, including the original plat of the City as laid out in 1836 historic sites, structures, areas and objects located in the City and to ensure that future development is consistent in scale, height, mass, type and location with the City's historic legacy. The

City's historic plat, sites, structures, areas, and objects are irreplaceable assets of the City. Their protection, preservation, restoration, and enhancement are a public purpose essential to public health, safety, and welfare. Preservation efforts will make available to future generations knowledge of the City's history and accomplishments and enhance property values.

- b) The intent of this Chapter is to implement the City's Comprehensive Plan, and the policy of the State of Florida, as expressed in the State's Constitution and statutes, to protect and preserve the State's scenic beauty, and historic assets. It is also the purpose and intent of this Chapter that it be consistent with policies and programs of the United States Department of the Interior, Standards for the Treatment of Historic Properties, to preserve historic assets and to maintain the City's eligibility to receive grants and other forms of aid from state and federal programs that are conditioned on protection of historic assets.

2. Interpretation of this Chapter

- a) The terms used in this Chapter are defined in Chapter II, Definitions.
- b) The provisions of this Chapter shall be construed in harmony with the regulations for Zoning Districts provided for in Chapter IV. However, in all Zoning Districts lying within the Historic District, the regulations for both the Zoning District and the Historic District shall apply; and in any case of ambiguity the more restrictive standard shall control.

3. Architectural Review Board

As provided in Chapter III, it shall be the duty of the Planning and Zoning Board, sitting as the Architectural Review Board, to implement the provisions of this Chapter.

B. HISTORIC PROTECTION, PRESERVATION, RESTORATION, AND ENHANCEMENT

1. Historic District

A Historic District is established for the City of Apalachicola. As provided in Chapter II, Definitions, the boundaries of the Historic District are established on Map A of the Historic Element of the Apalachicola Comprehensive Plan as the Historic District. Any change in the boundaries of the Historic District shall be adopted pursuant to the general provisions and procedures governing changes to the Apalachicola Comprehensive Plan. Within the Historic District there are Contributing and Non-Contributing Structures. -For the purpose of interpreting Chapter VI, designation as a Contributing or Non-Contributing Structure shall correspond to the Florida Master Site File Listings adopted as part of the City's Comprehensive Plan as the survey documentation, identified as map B City of the Apalachicola Historic District, for inclusion of the Historic District on the National Register of Historic Places. The 1980 Map B designation of as a Conforming Structure shall mean a Contributing Structure and designation as a Non-Conforming Structure shall mean a Non-contributing Structure.

2. Relationship to Zoning Districts

- a) The regulations provided in this Chapter shall apply to any portion of any Zoning District located within the boundaries of the Historic District, in addition to the regulations for that Zoning District. In any case of ambiguity, the more restrictive standard shall control. It is not the intent of regulations of this Chapter to regulate lot coverage, height, setback, or density as those elements are regulated in Chapter IV.
- b) The City may utilize the state of Florida Master Site File listings that correspond to structures surveyed in 1980 as part of the National Register of Historic Places to determine the Contributing or Non-Contributing designation of a structure, to determine the historic site plan orientation and other applicable site plan information.

3. Protection and Enhancement of the Historic Plat

- a) Development that would alter the Historic Plat shall not be permitted.

b) The City's Historic Squares are identified as Washington Square, Gorrie Square (originally City Square), Chapman Square (Originally Marshall Square), Franklin Square, Madison Square and City Square (originally White Square.)

1) The intent of the City is to preserve the Historic City Squares as public open space. The squares are designated on the City Land Use Map adopted as part of the Apalachicola Comprehensive Plan as Public Facilities, a land use classification broadly defined as open space and passive recreation.

2) With the exception of the Washington Square parcel or State-owned property within the Squares, only public infrastructure projects shall be allowed on Historic Square parcels. Renovation of existing structures will be designed to minimize the footprint of existing structures and maximize open space in accordance with the intent to preserve the Historic Square parcels as public space.

3) New development on any lot abutting the Historic Square parcels must be compatible with the existing structures, squares, streetscapes and places to which it would visually relate. New construction on a lot abutting a square shall have a porch and an entrance on the elevation facing the Square, in addition to any other entrances or porches on the structure.

4. Certificate of Appropriateness

a) A Certificate of Appropriateness shall be required before any permit is issued for any of the following within the Historic District:

- 1. Demolition of a Contributing Structure;
- 2. Moving a Contributing Structure;
- 3. A material change in the exterior appearance of an existing structure by addition, reconstruction, or alteration;

4. New construction of a principal or accessory structure;
5. A material change in an existing wall or fence, or construction of a new wall or fence

b) An application for a Certificate of Appropriateness shall be made in the City Office on forms provided by the City. An application shall be accompanied by such sketches, drawings, photographs, descriptions or other information showing the proposed exterior alterations, additions, changes or new construction as are reasonably required for the Architectural Review Board to evaluate the application for compliance with the regulations of this Chapter. All applications for commercial structures must be filed in electronic format. A complete application for any proposed development ~~must~~ be filed no later than 30 days prior to any meeting of the Board at which such application is to be heard. The Staff of the City evaluating the application, or the Board may require additional information necessary to determine whether the application complies with the provisions of this Chapter. The request for additional information shall extend the 30 day deadline until the application is complete.

c) The Building Department shall transmit the application for a Certificate of Appropriateness, together with the supporting information and material, to the Architectural Review Board for review. Personal attendance of the applicant or his agent is required at the hearing for consideration of the application. If the Board approves the application, a Certificate of Appropriateness shall be issued. If the Board denies an application, the Board shall state the reasons for denial in writing and a Certificate of Appropriateness shall not be issued.

5. Development Standards

a) A Contributing Structure, or any related appurtenance, including but not limited to walls, fences, light fixtures, steps, paving, and signs shall only be moved, reconstructed, altered, or maintained in a manner that will preserve the architectural character of the building, structure, or appurtenance; and shall be compatible with buildings, structures, squares, streetscapes, and places to which it is or would be visually related.

b) A Contributing Structure shall be maintained to meet the requirements of the Building Code.

c) The construction of a new building or structure within the Historic District shall be generally of such form, type, proportion, mass, scale, configuration, building material, texture and location on a lot as will be compatible with other structures in the Historic District, and particularly with Contributing Structures and squares, streetscapes, and places to which it is visually related.

d) The alteration, reconstruction, or relocation of any existing Non-Contributing Structure shall be allowed consistent with the existing design of the structure.

e) A Contributing Structure shall not be demolished unless its condition is irrevocably compromised by deterioration. A demolition permit shall be required to demolish any Contributing Structure in accordance with the demolition permit provisions of the City's Land Development Code

f) A Contributing Structure shall not be relocated on another site unless the Board determines that the relocation is the only reasonable alternative to demolition. When an applicant seeks a Certificate of Appropriateness to relocate a Contributing Structure, evidence must be presented to the Board that the structure can be moved without damage to its structural integrity and without loss of its historic physical characteristics, and that the structure would be compatible with structures, squares, streetscapes and places to which it is visually related at the proposed site.

g) The following regulations apply to exterior finishes:

1) Wood lapped siding, novelty siding, and board and batten siding and shingles are permitted on structures in the Historic District, with dimensions and trim boards that are visually compatible with structures, squares, streetscapes, and places to which they are visually related.

2) Non-wood lapped siding, board and batten, and shingles, such as fiber cement board (Hardy Board and similar products with smooth, not false-simulated wood grain) are permitted on structures in the Historic District, with dimensions of trim boards that are compatible with structures, squares, streetscapes, and places to which they are visually related.

3) Replacement siding on a Contributing Structure must approximate the original siding in style and dimension of trim boards. Wood or fiber cement materials are permitted for replacement siding.

4) Masonry materials, such as brick, stone, and stucco and concrete masonry units are permitted on structures in the Historic District.

5) Repairs or replacements to masonry materials, such as brick, stone, stucco and concrete masonry units must be similar in material, dimension, and texture to the historic material on a Contributing Structure. Masonry repointing must be compatible with respect to the historic material and texture.

6) Masonry materials and joints, dimensions, and texture for alteration of a Non-Contributing-structure or new construction, must be similar to and compatible with structures, squares, streetscapes and places to which the structure is visually related.

h) The following regulations apply to windows, doors, shutters, and awnings:

1) Window glass shall be clear and transparent. Laminated impact-resistant glass, wind-resistant films and acrylic sheets are permitted, if the appearance of windows on the exterior is not affected. Doors may include clear glass, cut glass or stained glass, as appropriate to the style of the structure.

2) Replacement windows, doors, transoms and sidelights on a Contributing Structure shall be made to fit the original openings without the use of blocking or infill. Such replacement windows, doors, transoms and sidelights shall have sills, mullions, sashes, surrounds and other features that are similar and compatible with the historic materials and dimensions of the structure. The addition of a new window or door opening in a Contributing Structure is permitted if the new window or door contributes to the historic style of the structure, based on the style, scale, location and proportion of the new window or door.

3) Alteration of windows and doors on a Non-Contributing Structure and windows and doors on new construction shall be compatible with buildings, structures, squares, streetscapes, and places to which they are visually related.

4) Shutters on a Contributing Structure that were historically present must be retained and repaired or replaced with shutters that are similar in style, dimension, and method of attachment.

5) Removable hurricane shutters, with tracks matching the primary structure, are permitted on a Contributing or Non-Contributing Structure and new construction. Roll down and accordion hurricane shutters, which are compatible with the immediate vicinity of the structure and with the historic district, are permitted on a case-by-case basis.

6) Awnings on a Contributing or Non-Contributing Structure or new construction must be compatible with the building type and style of the structure. Illuminated awnings and colored or clear awnings of acrylic materials are prohibited.

i) The following regulations apply to roof materials and roof alterations:

1) Roof materials for a Contributing or Non-Contributing Structure and new construction shall be metal, unless there is historical evidence of other materials, such as asphalt/fiberglass shingles, wood shakes, or other materials, in which case, the Board may approve the use of other materials at the request of the applicant.

2) The roofs on a Contributing Structure must maintain the historic roof form and pitch. Other roof features, such as chimneys, widow walks and scuttles shall not be removed. New dormers are permitted if the dormer is compatible with the style, form and proportion of the Contributing Structure, as based on similar structures in the Historic District.

3) New roof-mounted solar collectors, scuttles and skylights in a Contributing or Non-Contributing Structure and new construction shall be flat mounted on the roof.

4) Roof decks are prohibited, except for structures with flat or low-slope roofs.

j) The following regulations apply to porches and storefronts:

1) Porches on residential structures are a defining characteristic of the Historic District and all residential structures, whether Contributing, Non-Contributing or new construction must retain, restore, rehabilitate, reconstruct during rehabilitation or include a new porch, either as a front porch, a side porch, or both.

2) Porches on a Contributing Structure shall not be demolished and shall be restored or rehabilitated when the structure is renovated to be compatible with the original porch. If a porch has been previously demolished, a new porch is required when the structure is renovated and shall be compatible with the historic type and style of the Contributing Structure.

3) Porch enclosures are permitted with transparent screening to be minimally visible from the adjacent street or avenue. New full or partial enclosures are not permitted on a Contributing Structure, but may be allowed on a Non-Contributing Structure and new construction if it would be compatible with similar structures in the Historic District.

4) The historic storefront on a Contributing Structure shall be preserved, restored or reconstructed, including the style, dimension and materials of windows, doors, transoms, awnings and other features that contribute to the historic style of the structure. Blinking or chasing lighting is prohibited; fluorescent lighting must be concealed from view, and neon lighting is permitted only if replacing historic features in the building.

k) The following regulation applies to exterior decorative details:

1) Exterior architectural details on a Contributing Structure, including porches, entries, roof gable ends, and friezes, windows and doors, must be preserved or replaced in kind.

l) The following regulations apply to an Accessory Structure:

1) Accessory structures such as garages, carports, boat sheds, guesthouses, pools, storage sheds, pool cabanas, studios and similar structures shall be compatible with the principal structure on the lot in materials, style, height, scale and massing, and shall only be permitted in the rear or side yard.

2) Accessory structures shall not exceed the height of the principle structure.

m) The following regulations apply to site improvements:

1) Decks, swimming pools, hot tubs, exterior HVAC units, antennas and satellite dishes and other such equipment shall be located only in rear and side yards.

2) Parking shall be located in the rear or side yards.

3) Fences are permitted in accordance with the regulations of the City's Land Development Code.

4) Temporary ramps necessary to meet ADA building codes are permitted, but must be removed when no longer necessary. Permanent ramps are not permitted except for structures requiring public access in which case the ramp must be compatible in material, detail and scale with the structure.

5) Archeological resources found on site or during excavations shall be reported to the City of Apalachicola, prior to disturbing such resources, for the purposes of assessment of value and recovery.

Amend Chapter 2 of the Apalachicola Land Development Regulations, Definitions to include:

Contributing Structure means a site, structure or object in the Historic District which adds to the historical/architectural qualities, historic associations or archaeological values for which a Historic District is significant and it is on the Florida Master Site File of Historic Places as a Contributing or Altered Structure. For the purpose of interpreting Chapter VI, designation as a Contributing Structure shall correspond to the Florida Master Site File Listings adopted as part of the City's Comprehensive Plan as the survey documentation, identified as map B City of the Apalachicola Historic District.

Exterior Architectural Features includes, but is not limited to, the architectural style, scale, massing, siting, general design and general arrangement of the exterior of the building or structure, including the type, style, and material of roofs, windows, doors, siding, masonry, porches, storefronts, and other architectural features.

Florida Master Site File: a listing of the Contributing Structures within the Historic District that have been recorded with the National Register of Historic Places.

Irrevocably Compromised: Unfit for habitation as determined by the Building Official or in need of substantial improvement that has been valued by an architect or engineer at more than 80% of the value of the structure (not counting the value of the land).

Proposed administrative permitting policy amendments. 12/31/18

Important Building Permit Application Information for Owners, Builders, Developers

Please note:

1. Before you proceed to have certified documents completed, you must first obtain Site Plan approval and a Certificate of Appropriateness approval from the Apalachicola Planning and Zoning Board. A certificate of appropriateness is required for all development proposed within the City's Historic District.

2. A building permit application shall be made on forms provided by the City. The permit application may also be downloaded from the City's website, Cityofapalachicola.com/buildingdept.cfm.

3. An application shall be accompanied by required site plan and certificate of appropriateness documentation outlined in the City's land development regulations. If an application does not include the required documentation it shall be considered incomplete. Only complete applications will be considered by the Planning Board.

4. All applications for commercial structures must be filed in electronic format.

4. A complete application for any proposed development must be filed no later than 3045 days for all proposed development prior to any meeting of the Board at which such application is to be heard. The Staff of the City evaluating the application, or the Board may require additional information necessary to determine whether the application complies with the provisions of the City's Land Development Regulations. The request for additional information shall extend the 30 day deadline until the application is complete.

Comment [CCI]: Yet to be determined. We will discuss at P&Z mtg on Nov. 19. 45 days may be prohibitive.

5. Certificates of appropriateness (when required) are valid for one year after issuance. If a building permit is not obtained within the year the applicant must re-apply.

6. Building permits are valid for one year after issuance. If construction has not begun within the year, the applicant must re-apply for a building permit.

7. All associated site plan requirements and those requirements relating to a certificate of appropriateness can be found online on the building department page at Cityofapalachicola.com. A checklist of all applicable requirements are identified in the site plan/certificate of appropriateness checklist attached as part of the building permit application. ~~In such case that an application needs additional information, the 30 day deadline applies to the complete amended application.~~

**APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: January 8, 2019**

SUBJECT: Request for Change to Florida Statute 379.361(5) – Apalachicola Bay Oyster Harvesting License Program

AGENDA INFORMATION:

Agenda Location: New Business
Item Number: C
Department: Administration
Contact: Lee Mathes, Director of Administrative Services
Presenter: Lee Mathes, Director of Administrative Services

BRIEF SUMMARY: In September 2017, the Florida Department of Agriculture and Consumer Services (DACS) approached the City of Apalachicola about providing administrative services for the issuance of the Apalachicola Bay Oyster Harvesting License (ABOHL). At the October 3, 2017 meeting, the Apalachicola City Commission voted to accept the responsibility and agreed to a change to the Florida Statute to allow the City to begin collection of the ABOHL. To date, the City has only collected license fees in July of 2018. During that time, the State allowed the City to use their software, computer, and printer to issue the licenses. Due to the lack of personnel and resources, staff is recommending that the City work with its legislative delegation to transfer the responsibility of the ABOHL back to the State.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

1. To Notify the State of Florida that the City is Requesting a Change to Statute 379.361(5) Removing the City of Apalachicola as Administrator of the Apalachicola Bay Oyster Harvesting License Due to a Lack of Resources to Properly Administer the Program.
2. Request that City Lobbyist Patrick Bell Assist the City with the Statute Change Request.

FUNDING SOURCE: Governing Body – Lobbyist

ATTACHMENTS: Florida Statute 379.361(5)

STAFF'S COMMENTS AND RECOMMENDATIONS: Due to a lack of resources to properly administer the program, staff is recommending the City pursue a change to the ABOHL Statute. If the City continues to administer the licenses, the City will be required to install its own licensing program, furnish the software and computer equipment, administer the educational component of the Program and provide personnel resources. Even with the reimbursement of certain administrative costs, continued administration of this program and project implementation will be challenging for the City with the Statute requirements.

Select Year:

The 2018 Florida Statutes

Title XXVIII
NATURAL RESOURCES; CONSERVATION,
RECLAMATION, AND USE

Chapter 379
FISH AND WILDLIFE
CONSERVATION

[View Entire Chapter](#)

379.361 Licenses.—

(1) LICENSE ON PURSE SEINES.—There is levied, in addition to any other taxes thereon, an annual license tax of \$25 upon each purse seine used in the waters of this state. This license fee shall be collected in the manner provided in this section.

(2) SALTWATER PRODUCTS LICENSE.—

(a) Every person, firm, or corporation that sells, offers for sale, barter, or exchanges for merchandise any saltwater products, or which harvests saltwater products with certain gear or equipment as specified by law, must have a valid saltwater products license, except that the holder of an aquaculture certificate under s. ~~597.004~~ is not required to purchase and possess a saltwater products license in order to possess, transport, or sell marine aquaculture products. Each saltwater products license allows the holder to engage in any of the activities for which the license is required. The license must be in the possession of the licenseholder or aboard the vessel and is subject to inspection at any time that harvesting activities for which a saltwater products license is required are being conducted.

(b) A restricted species endorsement on the saltwater products license is required to sell to a licensed wholesale dealer those species which the state, by law or rule, has designated as “restricted species.”

(c) At least one saltwater products license bearing a restricted species endorsement shall be aboard any vessel harvesting restricted species in excess of any bag limit or when fishing under a commercial quota or in commercial quantities, and such vessel shall have a commercial vessel registration. This subsection does not apply to any person, firm, or corporation licensed under s. ~~379.362~~(1)(a)1. or (b) for activities pursuant to such licenses.

(d) A saltwater products license may be issued in the name of an individual or a valid commercial vessel registration number. However, a firm or corporation may only receive a license issued to a valid commercial vessel registration number. A saltwater products license may not be transferred by the licenseholder to another individual, firm, or corporation. A decal shall be issued with each saltwater products license issued to a valid commercial vessel registration number. The saltwater products license decal shall be the same color as the vessel registration decal issued each year pursuant to s. ~~328.48~~(5) and shall indicate the period of time such license is valid. The saltwater products license decal shall be placed beside the vessel registration decal and, in the case of an undocumented vessel, shall be placed so that the vessel registration decal lies between the commercial vessel registration number and the saltwater products license decal. Any saltwater products license decal for a previous year shall be removed from a vessel operating on the waters of the state.

(e) The annual fee for a saltwater products license is:

1. For a license issued in the name of an individual which authorizes only that individual to engage in commercial fishing activities from the shore or a vessel: a resident must pay \$50; a nonresident must pay \$200; or an alien must pay \$300.

2. For a license issued in the name of an individual which authorizes that named individual to engage in commercial fishing activities from the shore or a vessel and also authorizes each person who is fishing with the named individual aboard a vessel to engage in such activities: a resident must pay \$150; a nonresident must pay \$600; or an alien must pay \$900.

3. For a license issued to a valid commercial vessel registration number which authorizes each person aboard such registered vessel to engage in commercial fishing activities: a resident, or a resident firm or corporation, must pay \$100; a nonresident, or a nonresident firm or corporation, must pay \$400; or an alien, or an alien firm or corporation, must pay \$600. For purposes of this subparagraph, a resident firm or corporation means a firm or corporation formed under the laws of this state; a nonresident firm or corporation means a firm or corporation formed under the laws of any state other than Florida; and an alien firm or corporation means a firm or corporation organized under any laws other than laws of the United States, any United States territory or possession, or any state of the United States.

(f) Any person who sells saltwater products pursuant to a saltwater products license may sell only to a licensed wholesale dealer. A saltwater products license must be presented to the licensed wholesale dealer each time saltwater products are sold, and an imprint made thereof. The wholesale dealer shall keep records of each transaction in such detail as may be required by rule of the commission not in conflict with s. 379.362(6), and shall provide the holder of the saltwater products license with a copy of the record. It is unlawful for any licensed wholesale dealer to buy saltwater products from any unlicensed person under the provisions of this section, except that a licensed wholesale dealer may buy from another licensed wholesale dealer. It is unlawful for any licensed wholesale dealer to buy saltwater products designated as "restricted species" from any person, firm, or corporation not possessing a restricted species endorsement on his or her saltwater products license under the provisions of this section, except that a licensed wholesale dealer may buy from another licensed wholesale dealer. For purposes of this subsection, any saltwater products received by a wholesale dealer are presumed to have been purchased.

(g) The commission shall be the licensing agency, may contract with private persons or entities to implement aspects of the licensing program, and shall establish by rule a marine fisheries information system in conjunction with the licensing program to gather fisheries data.

(h) Any person who sells, offers for sale, barter, or exchanges for merchandise saltwater products must have a method of catch preservation which meets the requirements and standards of the seafood quality control code promulgated by the commission.

(i) A saltwater products license is required to harvest commercial quantities of saltwater products. Any vessel from which commercial quantities of saltwater products are harvested must have a commercial vessel registration. Commercial quantities of saltwater products shall be defined as:

1. With respect to those species for which no bag limit has been established, more than 100 pounds per person per day, provided that the harvesting of two fish or less per person per day shall not be considered commercial quantities regardless of aggregate weight; and
2. With respect to those species for which a bag limit has been established, more than the bag limit allowed by law or rule.

(j)1. In addition to the saltwater products license, a marine life fishing endorsement is required for the harvest of marine life species as defined by rule of the Fish and Wildlife Conservation Commission. This endorsement may be issued only to a person who is at least 16 years of age or older or to a corporation holding a valid restricted species endorsement.

2.a. Effective July 1, 1998, and until July 1, 2002, a marine life endorsement may not be issued under this paragraph, except that those endorsements that are active during the 1997-1998 fiscal year may be renewed.

b. In 1998 persons or corporations holding a marine life endorsement that was active in the 1997-1998 fiscal year or an immediate family member of that person must request renewal of the marine life endorsement before December 31, 1998.

c. In subsequent years and until July 1, 2002, a marine life endorsement holder or member of his or her immediate family must request renewal of the marine life endorsement before September 30 of each year.

d. If a person or corporation holding an active marine life fishing endorsement or a member of that person's immediate family does not request renewal of the endorsement before the applicable dates specified in this paragraph, the commission shall deactivate that marine life fishing endorsement.

e. In the event of the death or disability of a person holding an active marine life fishing endorsement, the endorsement may be transferred by the person to a member of his or her immediate family or may be renewed by any person so designated by the executor of the person's estate.

f. Persons or corporations who hold saltwater product licenses with marine life fishing endorsements issued to their vessel registration numbers and who subsequently replace their existing vessels with new vessels may transfer the existing marine life fishing endorsement to the new boat registration numbers.

g. Persons or corporations who hold saltwater product licenses with marine life fishing endorsements issued to their name and who subsequently incorporate or unincorporate may transfer the existing marine life fishing endorsement to the new corporation or person.

3. The fee for a marine life fishery endorsement on a saltwater products license shall be \$75. These license fees shall be collected and deposited in the Marine Resources Conservation Trust Fund and used for the purchase and installation of vessel mooring buoys at coral reef sites and for research related to marine fisheries.

(3) NET LICENSES.—Except for cast nets and bait seines which are 100 feet in length or less and which have a mesh that is $\frac{3}{8}$ inch or less, all nets used to take finfish, including, but not limited to, gill nets, trammel nets, and beach seines, must be licensed or registered. Each net used to take finfish for commercial purposes, or by a nonresident, must be licensed under a saltwater products license issued pursuant to subsection (2) and must bear the number of such license.

(4) SPECIAL ACTIVITY LICENSES.—

(a) A special activity license is required for any person to use gear or equipment not authorized in this chapter or rule of the Fish and Wildlife Conservation Commission for harvesting saltwater species. In accordance with this chapter, s. 16, Art. X of the State Constitution, and rules of the commission, the commission may issue special activity licenses for the use of nonconforming gear or equipment, including, but not limited to, trawls, seines and entangling nets, traps, and hook and line gear, to be used in harvesting saltwater species for scientific and governmental purposes, and, where allowable, for innovative fisheries. The commission may prescribe by rule application requirements and terms, conditions, and restrictions to be incorporated into each special activity license. This subsection does not apply to gear or equipment used by certified marine aquaculturists as provided for in s. 597.004 to harvest marine aquaculture products.

(b) The Fish and Wildlife Conservation Commission is authorized to issue special activity licenses in accordance with this section and s. 379.2524, to permit the importation and possession of wild anadromous sturgeon. The commission is also authorized to issue special activity licenses, in accordance with this section and s. 379.2524, to permit the importation, possession, and aquaculture of native and nonnative anadromous sturgeon until best management practices are implemented for the cultivation of anadromous sturgeon pursuant to s. 597.004. The special activity license shall provide for specific management practices to protect native populations of saltwater species.

(c) The conditions and specific management practices established in this section shall be incorporated into permits and authorizations issued pursuant to chapter 253, chapter 403, or this chapter, when incorporating such provisions is in accordance with the aquaculture permit consolidation procedures. No separate issuance of a special activity license is required when conditions and specific management practices are incorporated into permits or authorizations under this paragraph. Implementation of this section to consolidate permitting actions does not constitute rules within the meaning of s. 120.52.

(d) The commission is authorized to issue special activity licenses in accordance with s. 379.2411 and this section; aquaculture permit consolidation procedures in s. 379.2523(2); and rules of the commission to permit the capture and possession of saltwater species protected by law and used as stock for artificial cultivation and propagation.

(e) The commission is authorized to adopt rules to govern the administration of special activities licenses as provided in this chapter and rules of the commission. Such rules may prescribe application requirements and terms, conditions, and restrictions for any such special activity license requested pursuant to this section.

(5) APALACHICOLA BAY OYSTER HARVESTING LICENSE.—

(a) For purposes of this section, the following definitions shall apply:

1. "Person" means an individual.
2. "Resident" means any person who has:
 - a. Continuously resided in this state for 6 months immediately preceding the making of his or her application for an Apalachicola Bay oyster harvesting license; or
 - b. Established a domicile in this state and evidenced that domicile as provided in s. 222.17.
- (b) A person may not harvest oysters from the Apalachicola Bay without a valid Apalachicola Bay oyster harvesting license issued by the City of Apalachicola. This requirement does not apply to anyone harvesting noncommercial quantities of oysters in accordance with commission rules, or to any person less than 18 years old.
- (c) Any person wishing to obtain an Apalachicola Bay oyster harvesting license shall submit an annual fee for the license during a 45-day period from May 17 to June 30 of each year preceding the license year for which the license is valid. Failure to pay the annual fee within the required time period shall result in a \$500 late fee being imposed before issuance of the license.
- (d) The City of Apalachicola shall collect an annual fee of \$100 from state residents and \$500 from nonresidents for the issuance of an Apalachicola Bay oyster harvesting license. The license year shall begin on July 1 of each year and end on June 30 of the following year. The license shall be valid only for the licensee. Only bona fide residents of the state may obtain a resident license pursuant to this subsection.
- (e) Each person who applies for an Apalachicola Bay oyster harvesting license shall attend an educational seminar of not more than 16 hours' length, developed and conducted jointly by the Department of Environmental Protection's Apalachicola National Estuarine Research Reserve, the Division of Law Enforcement of the Fish and Wildlife Conservation Commission, and the Department of Agriculture and Consumer Services' Apalachicola District Shellfish Environmental Assessment Laboratory. The seminar shall address, among other things, oyster biology, conservation of the Apalachicola Bay, sanitary care of oysters, small business management, and water safety. The seminar shall be offered five times per year, and each person attending shall receive a certificate of participation to present when obtaining an Apalachicola Bay oyster harvesting license.
- (f) Each person, while harvesting oysters in Apalachicola Bay, shall have in possession a valid Apalachicola Bay oyster harvesting license, or proof of having applied for a license within the required time period, and shall produce such license or proof of application upon request of any law enforcement officer.
- (g) Each person who obtains an Apalachicola Bay oyster harvesting license shall prominently display the license number upon any vessel the person owns which is used for the taking of oysters, in numbers which are at least 10 inches high and 1 inch wide, so that the permit number is readily identifiable from the air and water. Only one vessel displaying a given number may be used at any time. A licensee may harvest oysters from the vessel of another licensee.
- (h) Any person holding an Apalachicola Bay oyster harvesting license shall receive credit for the license fee against the saltwater products license fee.
- (i) The proceeds from Apalachicola Bay oyster harvesting license fees shall be deposited by the City of Apalachicola into a trust account and, less reasonable administrative costs, must be used or distributed by the City of Apalachicola for the following purposes in Apalachicola Bay:
 1. An Apalachicola Bay oyster shell recycling program.
 2. Shell planting to construct or rehabilitate oyster bars.
 3. Education programs for licensed oyster harvesters on oyster biology, aquaculture, boating and water safety, sanitation, resource conservation, small business management, marketing, and other relevant subjects.
 4. Research directed toward the enhancement of oyster production in the bay and the water management needs of the bay.
- (j) Any person who violates any of the provisions of paragraphs (b) and (d)-(g) commits a misdemeanor of the second degree, punishable as provided in ss. 775.082 and 775.083. Nothing in this subsection shall limit the application of existing penalties.
- (k) Any oyster harvesting license issued pursuant to this subsection must be in compliance with the rules of the Fish and Wildlife Conservation Commission regulating gear or equipment, harvest seasons, size and bag limits, and the taking of saltwater species.

(6) LICENSE YEAR.—The license year on all licenses relating to saltwater products dealers, seafood dealers, aliens, residents, and nonresidents, unless otherwise provided, shall begin on July 1 of each year and end on June 30 of the next succeeding year. All licenses shall be so dated. However, if the commission determines that it is in the best interest of the state to issue a license required under this chapter to an individual on the birthday of the applicant, the commission may establish by rule a procedure to do so. This section does not apply to licenses and permits when their use is confined to an open season.

(7) LICENSES SUBJECT TO INSPECTION; NONTRANSFERABLE; EXCEPTION.—Licenses of every kind and nature granted under the provisions of the fish and game laws of this state are at all times subject to inspection by the police officers of this state and the officers of the Fish and Wildlife Conservation Commission. Such licenses are not transferable unless otherwise provided by law.

(8) COLLECTION OF LICENSES, FEES.—Unless otherwise provided by law, all license taxes or fees provided for in this part shall be collected by the commission or its duly authorized agents or deputies to be deposited by the Chief Financial Officer in the Marine Resources Conservation Trust Fund. The commission may by rule establish a reasonable processing fee for any free license or permit required under this part. The commission is authorized to accept payment by credit card for fees, fines, and civil penalties levied pursuant to this part.

(9) DENIAL OF LICENSE RENEWAL OR ISSUANCE.—The commission shall deny the renewal or issuance of any saltwater products license, wholesale dealer license, or retail dealer license to anyone that has unpaid fees, civil assessments, or fines owed to the commission.

History.—s. 2, ch. 28145, 1953; ss. 3, 4, ch. 59-399; s. 1, ch. 59-499; s. 1, ch. 61-520; s. 2, ch. 61-119; ss. 25, 35, ch. 69-106; s. 1, ch. 69-399; s. 2, ch. 70-336; s. 281, ch. 71-136; s. 104, ch. 71-355; s. 2, ch. 78-56; s. 10, ch. 83-134; s. 34, ch. 85-81; s. 4, ch. 85-234; s. 2, ch. 86-219; s. 3, ch. 86-240; s. 2, ch. 87-116; s. 2, ch. 87-120; s. 17, ch. 89-175; ss. 1, 3, ch. 89-250; ss. 1, 2, 5, 6, ch. 90-310; ss. 17, 18, ch. 91-78; ss. 1, 4, ch. 91-254; s. 4, ch. 92-60; s. 11, ch. 93-223; s. 1, ch. 94-174; s. 209, ch. 94-356; s. 983, ch. 95-148; s. 12, ch. 96-247; s. 23, ch. 96-321; s. 37, ch. 97-160; s. 19, ch. 97-164; s. 1, ch. 98-200; s. 3, ch. 98-203; s. 10, ch. 98-333; s. 150, ch. 99-13; ss. 41, 97, ch. 99-245; s. 33, ch. 99-289; s. 2, ch. 99-390; s. 51, ch. 2000-158; s. 34, ch. 2000-362; ss. 9, 37, ch. 2000-364; s. 1, ch. 2001-272; s. 2, ch. 2002-264; s. 380, ch. 2003-261; s. 2, ch. 2005-158; s. 146, ch. 2008-247; s. 12, ch. 2010-185; s. 6, ch. 2013-194; s. 10, ch. 2014-150; s. 7, ch. 2015-161; s. 4, ch. 2018-84.

Note.—Former s. 370.06.

**APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: January 8, 2019**

SUBJECT: Use of City-Leased Property – Children’s Learning Center

AGENDA INFORMATION:

Agenda Location: New Business
Item Number: D
Department: Administration
Contact: Michaelin Watts, Early Learning Task Force
Presenter: Creighton Brown and Mason Bean

BRIEF SUMMARY: The Apalachicola City Commission approved unanimously the use of Wing A of the Van Johnson Complex for the creation of a Children’s Learning Center to house Head Start, Early Head Start, Bring Me A Book Franklin and a future low cost licensed day care. Head Start and Early Head Start require separate play grounds at 75 sq. ft. per child, a fenced walkway to the playgrounds and a separate parking area for dropping off and picking up children. Some of the area needed for the playground and parking is on land that is leased by the City from the Franklin County School District. This request is to comply with paragraph 5e of the Lease dated May 1, 2009 between the Franklin County School Board and the City of Apalachicola covering the property adjacent to the Johnson Complex. This paragraph requires prior written consent for any non-permanent alterations to the property. The playground equipment, fencing and parking/driveways are considered non-permanent alterations.

RECOMMENDED MOTION AND REQUESTED ACTIONS: To Authorize the City Manager and City Attorney to Develop and Execute an Agreement with the Early Learning Task Force for the Use of a Portion of City-Leased Property for Certain Non-Permanent Improvements of the Children’s Learning Center.

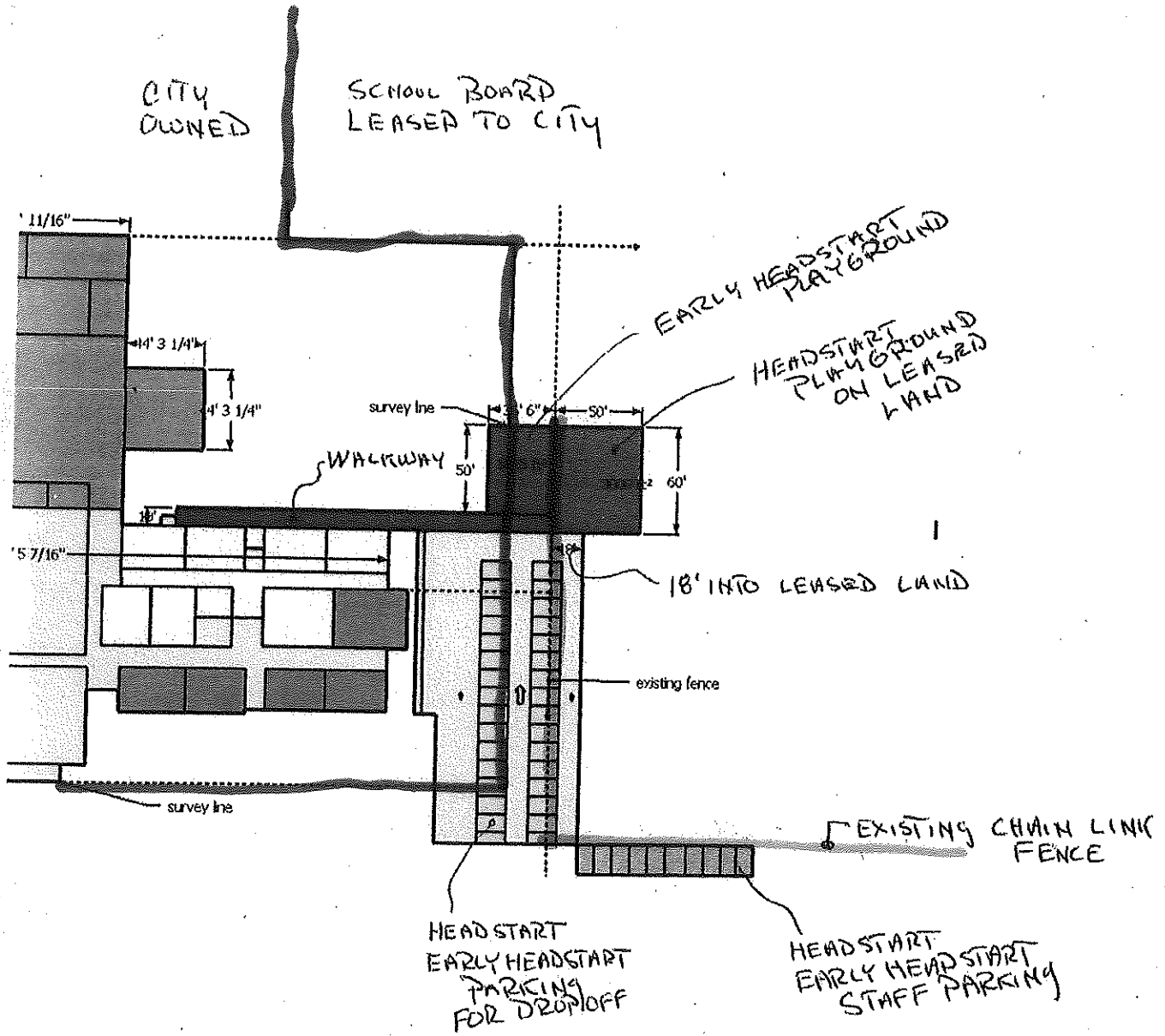
FUNDING SOURCE: Funds for the improvements will be provided by Head Start, Early Head Start and the donations made to the Early Learning Task Force for the Children’s Learning Center.

ATTACHMENTS: Diagram of the Children’s Learning Center, the adjacent property and the location of the improvements planned.

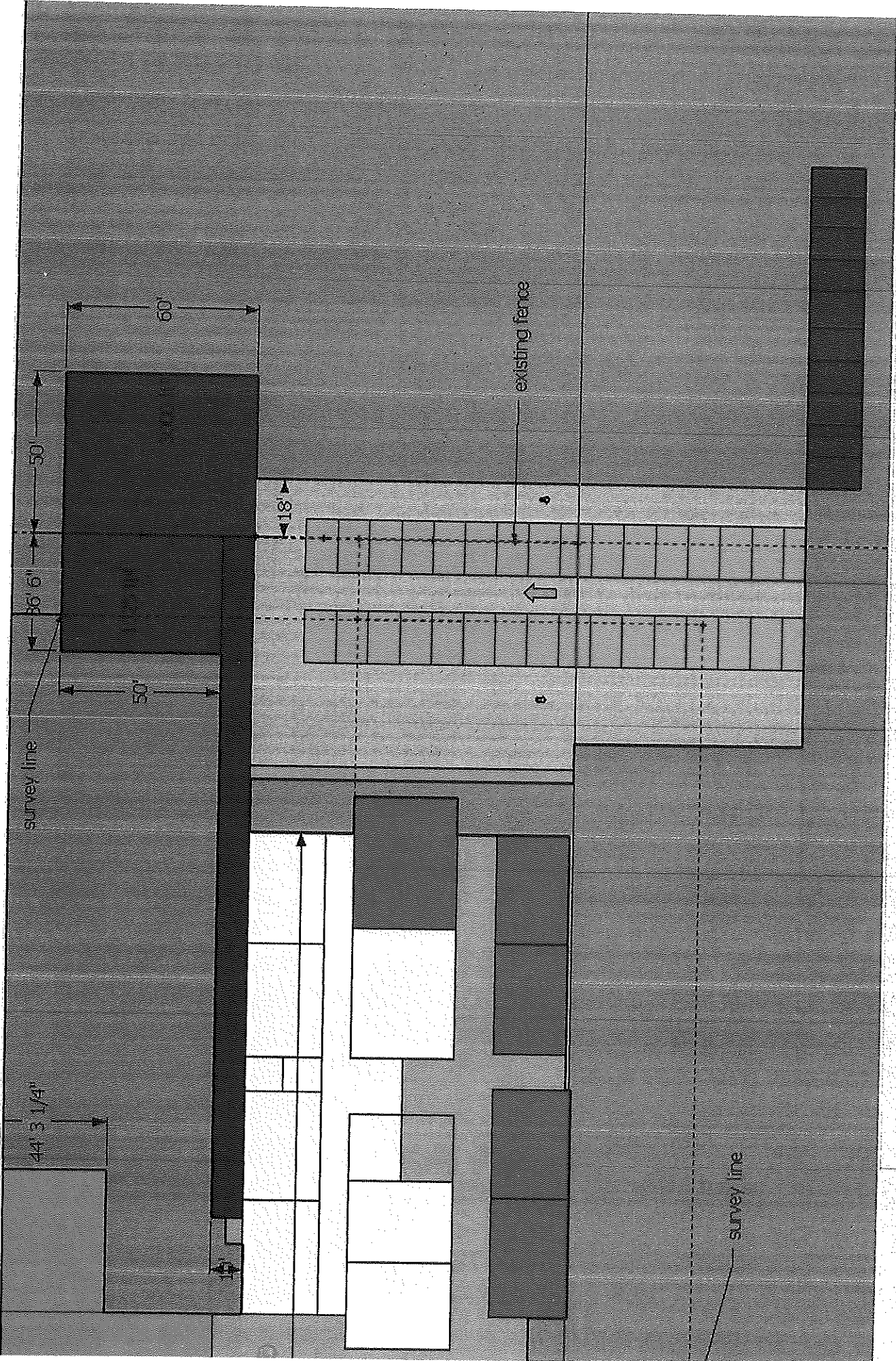
STAFF’S COMMENTS AND RECOMMENDATIONS: In order to move forward with the proposed project, the City Commission will need to approve the use of city-leased property for the proposed non-permanent improvements. The Agreement will outline the expectations of each party in keeping with the May 1, 2009 Lease Agreement with the Franklin County School District. The City of Apalachicola and the Early Learning Task Force will also need approval of the Franklin County School Board for the project. Representatives of the Task Force will be at the meeting to answer any questions you may have.

CITY OWNED

SCHOOL BOARD
LEASED TO CITY



- - EARLY LEARNING CENTER
- - FITNESS CENTER
- - PROJECT IMPACT



APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: January 8, 2019

SUBJECT: Harbor Master House Lease Agreement – Florida Fish and Wildlife Conservation Commission

AGENDA INFORMATION:

Agenda Location: New Business
Item Number: E
Department: Administration
Contact: Ron Nalley, City Manager
Presenter: Ron Nalley, City Manager

BRIEF SUMMARY: Due to damage to their building suffered during Hurricane Michael, the City was approached by the Florida Fish and Wildlife Conservation Commission about the possibility of leasing the Harbor House through February of 2023. The State of Florida has prepared a standard Lease Agreement for consideration by the City. The Lease is proposed to begin on February 1, 2019 at a monthly rent of \$1,660.04. The rent amount will increase 3% each year through 2023. The lessee will be responsible for utilities, maintenance of the interior and daily janitorial services. The City will be responsible for pest control services and replacement of bulbs in light fixtures. Because the City feels that the Air Conditioning unit needs repair or replacement, the Lessee has agreed to incur the expense to assess, and repair or replace the unit and that the cost of this will be offset by deducting the monthly rent due from the cost's incurred until the offset is fully satisfied. The City will then be responsible for any future preventative maintenance and repair of the unit. Approval of this Lease Agreement will assist the City in securing an occupant for a significantly underutilized city-owned building and provide on average an additional \$20,000 in annual revenue.

RECOMMENDED MOTION AND REQUESTED ACTIONS: To Approve the Lease Agreement for the Harbor Master Building with the State of Florida Fish and Wildlife Conservation Commission and Authorize the City Manager to Execute the Agreement.

FUNDING SOURCE: General Fund - Property Rent

ATTACHMENTS: State of Florida Standard Lease Agreement

STAFF'S COMMENTS AND RECOMMENDATIONS: Based on the timing of the Commission meeting and the need to provide a two week notice to the existing occupant of one room (currently unoccupied), a January 15th lease commencement was not feasible for the City. A revised lease with a February 1, 2019 lease date will be prepared for signature if no other changes are needed and the Commission decides to move forward with approval of the lease. Again, approval of this lease will assist the City in securing an occupant for a significantly underutilized city-owned building and provide on average an additional \$20,000 in annual revenue.



STATE OF FLORIDA Standard Lease Agreement

Department of Management Services Form 4054

Lease Number: 770 : 0246

Lease Commencement: 01/15/2019

Preamble

THIS LEASE AGREEMENT is entered into this _____ day of _____, 20____ by and between those Parties listed below.

Parties

Lessee: Florida Fish and Wildlife Conservation Commission
Agency Name

Address: 620 South Meridian Street Tallahassee FL 32399
Street City State Zip Code

Lessor: City of Apalachicola
Lessor Name

Address: 192 Coach Wagoner Blvd. Apalachicola FL 32320
Street City State Zip Code

FEID: _____ OR Social Security Number: _____

1. Description

A. In consideration for the covenants and agreements made here, Lessor agrees to lease to Lessee those Premises (hereinafter the "Premises") described as:

Description: 2748 SF Office/Wet Lab space

Building: Harbor Master Building County: Franklin
Building Name

Address: 479 Market Street Apalachicola FL 32320
Street City State Zip Code

consisting of an aggregate area of 2,748 square feet of net rentable space measured in accordance with the Department of Management Services' Standard Method of Space Measurement. This space comprises approximately 100.0 % of the 2,748 net square feet in the building.

B. Lessor shall also provide 3 exclusive parking spaces and 0 nonexclusive parking spaces as part of this Lease Agreement.

2. Term & Renewals

A. The Lease shall begin on: January 15, 2019
Month Day Year

and end at the close of business on January 14, 2023
Month Day Year

for a term of 48 months.

B. Lessee, however, is hereby granted the option to renew this Lease for an additional 12-Months upon the same terms and conditions as specified in Article 4. B. of this Lease. If Lessee desires to renew this Lease under the provisions of this Article, it shall give Lessor written notice thereof not more than six months nor less than three months prior to the expiration of the term provided in this Article or any applicable renewal period.

Lessor Initial: _____ Page 1 of 8
 Form 4054
 Lessee Initial: _____ Rev. Date 8/15

3. Notices, Rental Invoices & Rental Payments

A. All Notices to be served upon Lessee shall be sent by receipted mail to:

Lessee: Florida Fish and Wildlife Conservation Commission - FWRI
Agency Name
 Address: 100 8th Ave. SE St. Petersburg FL 33701
Street City State (Zip Code)

B. All Notices to be served upon Lessor shall be sent by receipted mail to:

Lessor: City of Apalachicola
Lessor Name
 Address: 192 Coach Wagoner Blvd. Apalachicola FL 32320
Street City State (Zip Code)

C. Rental invoices shall be submitted monthly to Lessee at:

Lessee: Florida Fish and Wildlife Conservation Commission - FWRI Attention Debbie Laffler
Lessee Name
 Address: 100 8th Ave. SE St. Petersburg FL 33701
Street City State (Zip Code)

D. Rental Payments shall be paid to Lessor at:

Lessor: City of Apalachicola
Lessor Name
 Address: 192 Coach Wagoner Blvd. Apalachicola FL 32320
Street City State (Zip Code)

4. Rent

The rent shall be payable the month following the month of occupancy in accordance with subsection 215.422, Florida Statutes. The rent for any fractional part of the first month shall be prorated.

A. Base Term

Lessee agrees to pay Lessor rent according to the following schedule:

Start (MM/DD/YYYY)	Term -	End (MM/DD/YYYY)	Floor of Building	Square Footage Per Floor	Rate Per Square Foot	Monthly Rent	Annual Rent
01/15/2019	-	01/14/2020	1	2,748	\$7.25	\$1,660.04	\$19,920.46
01/15/2020	-	01/14/2021	1	2,748	\$7.47	\$1,710.63	\$20,527.56
01/15/2021	-	01/14/2022	1	2,748	\$7.69	\$1,761.01	\$21,132.12
01/15/2022	-	01/14/2023	1	2,748	\$7.92	\$1,813.68	\$21,764.16
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00

B. Option Term

For the renewal options as specified in article 2, the rental rate shall be:

Start (MM/DD/YYYY)	Term -	End (MM/DD/YYYY)	Floor of Building	Square Footage Per Floor	Rate Per Square Foot	Monthly Rent	Annual Rent
01/15/2023	-	01/14/2024	1	2,748	\$8.16	\$1,868.64	\$22,423.68
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00

5. Utilities

- A. The Lessor , Lessee , see Addendum C will promptly pay all billed utilities including gas, water, sewer, solid waste, storm water, and other power and electric light rates or charges which may become payable during the term of this Lease.
- B. For the facilities in which the Lessee occupies a metered, aggregate area of 2,000 net square feet or more, Lessor agrees to provide Lessee timely and accurate data on Lessee's monthly consumption or use of electricity, natural gas, LP gas and/or fuel oil, as appropriate, pursuant to Section 255.257, Florida Statutes.

6. Facility Services

- A. The Lessor or Lessee will furnish daily janitorial services and required janitorial supplies. Janitorial services will include provision of recycling trash disposal for the Premises at the expense of the Lessor or Lessee .
- B. Lessor shall provide for interior and exterior maintenance and repairs in accordance with generally accepted good practices. This includes repainting, replacement of worn or damaged floor covering and repairs or replacement of interior equipment as needed due to normal use. Lessor shall maintain the exterior of the leased facility so to conform to all applicable health and safety laws, ordinances and codes, which are presently in effect or may be enacted during the term of this Lease and any renewal periods.
- C. The Lessor or Lessee agrees to furnish pest control services for the leased Premises during the term of the Lease at the expense of the Lessor or Lessee .
- D. Lessor agrees to install light fixtures for use by Lessee. The Lessor or Lessee shall be responsible for replacement of all bulbs, lamps, tubes, and starters used in such fixtures.

Lessor Initial: _____

Lessee Initial: _____

- E. All services required above shall be provided during Lessee's normal working hours, which are deemed 7:30 a.m. to 5:30 p.m., Monday through Friday excluding state holidays, unless otherwise stipulated below:

Day	From	To
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

- F. During the term of this Lease, Lessee shall maintain the interior of the Premises in as good a state of repair as it is at the time of the commencement of this Lease. Notwithstanding this obligation, reasonable wear and tear and unavoidable casualties are permissible.

7. Accessibility and Alterations

- A. Lessor agrees that the leased Premises meets at the time of occupancy, or will conform, or will be brought into conformance within 180 days of lease execution, the requirements of the 2012 Florida Accessibility Code for Building Construction ("FACBC"), Americans With Disabilities Accessibility Implementation Act, Section 553.501 - 553.514, Florida Statutes. The Code of Federal Regulations, Department of Justice, Title 28, Part 35 and Part 36, and the Department of Transportation Title 49, Part 37 and the requirements of Florida Building codes have all been incorporated within the FACBC.

Notwithstanding anything else contained in this lease, Landlord at Landlord's expense, shall be responsible for and agrees to comply with all obligations under the ADA which imposes any duty upon landlord or tenant with respect to the use, occupancy or alteration of the leased premises, building or project.

If a claim or action is brought due to the allegations of failure to comply with the ADA, Landlord agrees to indemnify, defend, and hold Tenant harmless from any cost or expense, including attorney's fees, from being named in the claim or action.

- B. The Florida Building Codes includes and requires the following subparts, which are applicable to occupied or public use leases:

Chapter 1, Section 101.1. all new and altered public buildings and facilities, private buildings and facilities, places of public accommodation and commercial facilities subject to this code shall comply with this code.

Chapter 1, Section 101.3 this code established standards for accessibility to place of public accommodation and commercial facilities by individuals with disabilities. This code shall also apply to state and local government (owned and leased) facilities pursuant to Section 553.503, Florida Statutes. It is to be applied during the design, construction and during any alteration to such buildings and facilities as required by the code.

- C. Lessor agrees that Lessee shall have the right to make any minor alterations in and to the Premises during the term of this Lease upon first having obtained written consent of Lessor. Lessor shall not unreasonably withhold the consent to any such alterations.

8. Applicable Laws

Due to the size and/or configuration of the space leased, the following laws apply:

- A. Section 255.25(3) (e), Florida Statutes relating to tenant improvement costs for which Lessor may be eligible for reimbursement. As applicable, Lessor and Lessee agree that the sum of _____ has been spent by the Lessor for improvements to the Premises and the Lessor does or does not intend to seek reimbursement for these improvements.

Lessor Initial: _____

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Rev. Date: 8/15

- B. Section 252.385(4) (b), Florida Statutes relating to the use of the Premises as a public hurricane evacuation shelter. As applicable, the facility in which the Premises exist may be required to serve as a public hurricane evacuation shelter at the request of local emergency management agencies. It is hereby agreed and understood that in the event the Premises is selected for use as an emergency shelter Lessor, upon receiving notice from the Emergency Management Center, shall make the building available as a public hurricane evacuation shelter.
- C. **Cooperation with the Inspector General**
Pursuant to section 20.055(5), Florida Statutes, contractor and any subcontractors understand and will comply with their duty to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.
9. **Heating and Air Conditioning**
Lessor agrees to furnish to Lessee heating and air conditioning equipment and maintain same in satisfactory operating condition at all times for the Premises during the term of the Lease at the expense of Lessor. Lessor agrees that thermostats in the Premises will be set to maintain an average zone temperature of 75 degrees Fahrenheit during the heating and cooling seasons.
10. **Compliance with Fire Safety Standards**
- A. Lessor shall provide for fire protection during the term of this Lease in accordance with the fire safety standards of the State Fire Marshal. Lessor shall be responsible for maintenance and repair of all fire protection equipment necessary to conform to the requirements of the State Fire Marshal. Lessor agrees that the Premises shall be available for inspection by the State Fire Marshal, prior to occupancy by Lessee, and at any reasonable time thereafter.
- B. To assure Lessee of facility compliance with Florida's Fire Safety Standards, Lessor agrees to provide Lessee with written Fire Safety Inspection prior to the Lessee occupying the space. Fire Safety Inspection is to be conducted by State Fire Marshal or local fire officials.
- C. In the event that the entirety or majority of the Premises is destroyed by fire, lightning, storm or other casualty, Lessor may repair the damage to Premises at its own cost and expense. Rental payments shall cease until the completion of repairs. Lessor will immediately refund the pro rata part of any rentals paid in advance by Lessee prior to the destruction. Should the Premises be only partly destroyed, leaving the major part in usable condition, then the rental shall abate on the damaged portion until the Premises is restored by Lessor. Upon the completion of such repairs, the full rental shall commence and the Lease shall then continue the balance of the term.
- D. Lessor certifies that no asbestos was used in the construction of the demised Premises or that if asbestos was used, actions have been completed to correct the hazards caused by the use of asbestos.
- E. RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over a period of time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department. Section 404.056(5), Florida Statutes. Lessor certifies that if any radon is present, it is at a measurement level less than 4 pCi/L.
11. **Injury or Damage to Property**
All property of any kind that may be on the Premises during the term of this Lease shall be at the sole risk of Lessee, and except for any negligence of Lessor, Lessor shall not be liable to Lessee for loss or damage to the property.
12. **Expiration of Term**
At the expiration of the term, Lessee will peaceably yield up to Lessor the Premises in good and tenantable repair. Lessor and Lessee agree that Lessee shall have the right to remove from the Premises all personal property of Lessee including all fixtures, machinery, equipment, appurtenances and appliances placed or installed on the Premises by Lessee provided that Lessee agrees to restore the Premises to as good a state of repair as found prior to the removal.

Lessor Initial: _____

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Lessee Initial: _____

Rev. Date 8/15

13. Right to Inspect

Lessor, at all reasonable times, may enter into and upon the Premises for the purpose of viewing the same and for the purpose of making any such repairs as Lessor is required to make under the terms of this Lease.

14. Taxes and Insurance

Lessor shall pay all real estate taxes and fire insurance premiums on the Premises. Lessor shall not be liable to carry fire insurance on the person or property of Lessee or any other person or property that may occupy the Premises now or later.

15. Subletting and Assignment

Lessee, upon obtaining written consent of Lessor, shall have the right to sublet all or any part of the Premises or to assign all or any part of the Premises. Lessor shall not capriciously withhold written consent.

16. Waiver of Defaults

No waiver by Lessee of any breach of this Lease by Lessor shall be construed as a waiver of any subsequent breach of any duty or covenant imposed by this Lease.

17. Rental Commencement

Notwithstanding the provisions of Article 2 "Term" and Article 4 "Rent" of this Lease, term shall not commence until date of completion of the renovations of the demised premises to Lessee's satisfaction and thereby made ready for occupancy by lessee. At the time of occupancy, the rent for any fractional part of the first month of occupancy shall be prorated.

18. Availability of Funds

Pursuant to Section 255.2502, Florida Statutes, Lessor acknowledges that the State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

19. Breach of Covenant

- A. If Lessee neglects or fails to perform or observe any covenant herein, and such default continues for a period of thirty (30) days after receipt of written notice thereof from Lessor, then Lessor may lawfully, immediately, or at any time thereafter, and without further notice or demand, enter into and upon the Premises, and repossess the same as of their former estate and expel Lessee and remove its effects forcefully, if necessary.
- B. This action by the Lessor shall not be deemed as any manner of trespassing. Any remedy which might otherwise be used by the Lessor for arrears of rent or for any breach of Lessee's covenants is not waived by such action.

20. Not Consent to Sue

No provisions, terms, or conditions of this Lease shall be construed as consent of the State of Florida to be sued because of said leasehold.

21. Right to Terminate

Lessee shall have the right to terminate this Lease without penalty in the event a State-owned building becomes available to Lessee for occupancy, and upon the giving six (6) months advance written notice to Lessor by Certified Mail, Return Receipt Requested.

22. Public Entity Crime Statement

Section 287.133, Florida Statutes places the following restrictions on the ability of persons convicted of public entity crimes to transact business with public entities, including the department:

A person, or affiliate, who has been placed on the convicted vendor list, following a conviction for a public entity crime, may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Lessor Initial: _____

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Form 4054

Lessee Initial: _____

Rev. Date 8/15

23. Discrimination

Section 287.134 Florida Statutes places the following restrictions on the ability of persons on the discriminatory vendor list to transact business with public entities, including the department:

An entity who has been placed on the discriminatory vendor list may not submit a bid or proposal to provide goods or services to a public entity, may not submit a bid or proposal with a public entity for the construction or repair of a public building or public work, may not submit bids or proposals on leases of real property to a public entity, may not perform work as a contractor, supplier subcontractor or consultant under contract with any public entity and may not transact business with any public entity.

24. Use of Premises

Lessee will not make or suffer any unlawful, improper, or offensive use of the Premises or any use or occupancy thereof contrary to the laws of the State of Florida or to such ordinances of the city or county in which the Premises are located, now or hereinafter made, as may be applicable to Lessee.

25. Failure to Comply

- A. In the event that Lessor fails to comply with any term or provision of this Lease after written notice, Lessee reserves the option to:
 - i. setoff and deduct from the rental amount due Lessor under this Lease such sums as Lessee determines are required to remedy the default of Lessor; and/or
 - ii. fulfill Lessor's obligations under the terms of this Lease; whereby Lessor shall reimburse Lessee on demand for any reasonable expenses which Lessee may incur in thus effecting compliance with Lessor's obligation under this Lease. Should Lessee elect this option, Lessee shall use its best efforts to mitigate damages caused thereby; and/or
 - iii. terminate this Lease and vacate the Premises, but without prejudice to any remedy which might otherwise be used by Lessee for any breach of Lessor's covenants contained herein; and/or
 - iv. bring suit for damages against Lessor for any expense (including reasonable attorney's fees) Lessee may incur by Lessor's failure to comply with any term or provision of the Lease. However, Lessee shall not bring suit for damages incurred due to a delay in the Commencement Date of this Lease if any such delay is caused solely by any delay, default or omission of Lessee.
- B. Lessee is required to give Lessor written notice setting forth in reasonable detail the nature and extent of such failure and Lessor will be given thirty (30) days to cure such failure. If such failure cannot reasonably be completely cured within that thirty (30) day period, the length of such period shall be extended for the period reasonably required thereof, only if Lessor commences curing such failure within such thirty (30) day period and continues the curing thereof with reasonable diligence and continuity.
- C. Reason for setoff of amounts due under this Lease shall include, but are not limited to, remedying heating and air conditioning equipment and roofing deficiencies.
- D. Each occasion of setoff of rental amounts due under this Lease shall be contingent upon the prior approval of Lessee's legal counsel.

26. Definition of Terms

- A. The terms "Lease," "Lease Agreement," or "Agreement" shall be inclusive of each other and shall also include any renewals, extensions or modifications of this Lease.
- B. The terms "Lessor" and "Lessee" shall include the successors and assigns for the parties hereto.
- C. The singular shall include the plural and the plural shall include the singular whenever the context so requires or permits.

27. Additional Terms

- D. No additional covenants or conditions form a part of this Lease
- E. All additional covenants or conditions appear on attached Addendum(s):
 A , B , C , D , E _____

Lessor Initial: _____ Page 7 of 8
 Lessee Initial: _____ Form 4054
 Rev. Date 8/15

IN WITNESS WHEREOF, the Parties hereto have hereunto executed this instrument for the purpose herein expressed, this _____ day of _____, _____

ANY MODIFICATION OF A LEASE AGREEMENT SHALL NOT BECOME LEGALLY EFFECTIVE UNTIL APPROVED/ACCEPTED BY THE DEPARTMENT OF MANAGEMENT SERVICES.

ORIGINAL SIGNATURES REQUESTED ON ALL COPIES

As to Lessor – Lessor, or authorized representative and two witnesses, must sign, print name and enter date.

X _____ Lessor or Authorized Representative	_____ Printed Name/Title	___ / ___ / ___ Date
X _____ Witness #1	_____ Printed Name	___ / ___ / ___ Date
X _____ Witness #2	_____ Printed Name	___ / ___ / ___ Date

As to Lessee Agency – Agency Head (or authorized designee) and representative of Agency's Office of General Counsel, must sign, print name and enter date.

X _____ Agency Head or Authorized Delegate	_____ Printed Name/Title	___ / ___ / ___ Date
X _____ Agency Office of General Counsel	_____ Printed Name	___ / ___ / ___ Date

As to the Department of Management Services – Chief Real Property Administrator (or authorized designee) and Secretary (or authorized delegate) must sign, print name and enter date. When applicable, DMS Office of General Counsel, shall sign, print name and enter date.

X _____ Chief Real Property Administrator	_____ Printed Name	___ / ___ / ___ Date
X _____ Secretary or Authorized Delegate	_____ Printed Name /Title	___ / ___ / ___ Date
X _____ Office of General Counsel	_____ Printed Name	___ / ___ / ___ Date

Lessor Initial: _____

Page 8 of 8

Form 4054

Lessee Initial: _____

Rev. Date 8/15



STATE OF FLORIDA
Disclosure Statement
Department of Management Services Form 4114

Lease Number: 7 7 0 : 0 2 4 6

Purpose

This form is used to collect the information required pursuant to subsections 255.249(4)(h), 255.249(4)(i) and 255.01, Florida Statutes.

1. Ownership – Indicate the type of ownership of the facility in which this lease exists.

- a. Publicly Owned Facility
- b. Privately Owned Facility Individually held Entity held (e.g., corporate, LLC, partnership, etc.)
- c. Name of titleholder: City of Apalachicola
- Titleholder FEIN or SSN: _____
- Name of facility: Harbor Master Building
- Facility street address: 479 Market Street
- Facility city, state, zip code: Apalachicola, Florida 32320

2. Disclosure Requirements

- a. Does a corporation registered with the Securities and Exchange Commission and/or registered pursuant to chapter 517, Florida Statutes, own the facility listed above? Yes No
If "Yes," please proceed to section 4.
- b. Does any party have a 4% or greater ownership interest in the facility or the entity holding title to the facility? Yes No
If "Yes," please proceed to 2.c.
- c. Does any public official, agent, or employee hold any ownership interest in the facility or the entity holding title to the facility? Yes No
If "Yes," please proceed to 2.d.
- d. Is the facility listed above financed with any type of local government obligations? Yes No
If "Yes," please stop and immediately contact your state leasing representative.

3. Ownership Disclosure List - (additional pages may be attached)

a. Name	Government Agency (if applicable)	Extent of Interest (Percent)
_____	_____	0.00%
_____	_____	0.00%
_____	_____	0.00%
_____	_____	0.00%
_____	_____	0.00%
_____	_____	0.00%
_____	_____	0.00%

b. The equity of all others holding interest in the above named facility totals: _____

4. Signatures

By signing this form, the undersigned acknowledges that the information provided is true and complete, to the best of their knowledge.

a. Publicly Owned Facilities

Signature: _____
Name: _____
Government Entity: _____
Date: _____

b. Private Individually-held Facilities

Signature: _____
Name: _____
Date: _____

Signature: _____
Name: _____
Date: _____

c. Entity-held Facilities

This is to certify, that the undersigned is authorized to conduct business as a representative of the entity listed in section 1.c. of this Disclosure Statement.

Signature: _____
Name: _____
Date: _____



STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
 Employment Eligibility Verification

ADDENDUM A

LEASE NUMBER: 7 7 0 : 0 2 4 6

Pursuant to Executive Order #11-02 (as Superceded by 11-116), Lessor agrees that it will enroll and participate in the Employment Eligibility Verification Program ("E-Verify Program") administered by the U.S. Department of Homeland Security ("DHS"), under the terms provided in the "Memorandum of Understanding" with DHS governing the program, to verify the employment eligibility of all persons it employs under the lease term to perform duties in Florida. Lessor further agrees to provide to the Lessee, as part of the leasing documents, documentation of such enrollment in the form of a copy of the "Edit Company Profile" page in E-Verify, which contains proof of enrollment in the E-Verify Program. (This page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage.) Information regarding "E-Verify" is available at the following website: <http://www.uscis.gov/e-verify>.

Lessor further agrees that it will require each subcontractor that performs work under this lease to verify the employment eligibility of its employees hired during the term of this contract by enrolling and participating in the E-Verify Program within ninety days of the effective date of this lease or within ninety days of the effective date of the contract between the Lessor and the subcontractor, whichever is later. The Lessor shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the Agency and other authorized state officials upon request.

Lessor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify Program, including participation by its subcontractors as provided above, and to make such records available to the Agency and other authorized state officials upon request.

Compliance with the terms of this Employment Eligibility Verification provision (including compliance with the terms of the "Memorandum of Understanding" with DHS) is hereby made an express condition of this lease.

Florida Fish and Wildlife Conservation Commission

City of Apalachicola

 Lessee

 Lessor

(x) _____
 Lessee Signature

(x) _____
 Lessor Signature

 Name/Title

 Name/Title

 Date

 Date

CLIMATE CONTROL

The **CITY OF APALACHICOLA** (hereinafter referred to as **LESSOR**), and the **FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION'S FISH AND WILDLIFE RESEARCH INSTITUTE** (hereinafter referred to as **LESSEE**) hereby agree to the following:

LESSOR states the Air Conditioning unit that provides climate control to the PREMISES needs repair or replacement. **LESSEE** shall incur the expense to contract with licensed air conditioning mechanical contractors to assess the condition of the unit, **LESSEE** shall have the unit repaired or replaced based on the recommendations of the mechanical contractor. **LESSOR** agrees that **LESSEE** shall occupy the PREMISES on effective date of the executed Lease Agreement Rent-Free until the expense of the air conditioning repair or replacement has been offset.

LESSEE shall offset the air conditioning repair or replacement by deducting the monthly RENT DUE from the **LESSEE**'s cost incurred in assessment and air conditioning repair or replacement and shall continue as such, until offset is fully satisfied. **LESSEE** shall notify **LESSOR** upon the offset of the air conditioning repair or replacement being fully satisfied, and **LESSOR** shall invoice **LESSEE** on a monthly basis the RENT DUE for the PREMISES based on the Rate per Square Foot as outlined in the Lease Agreement (Rate per Square Foot for first 12 months of the Agreement is \$7.25), if less than the full monthly RENT DUE, the **LESSOR** shall issue a prorated invoice to **LESSEE** for any remaining percentage of the monthly RENT DUE beyond the satisfaction of the rent-free offset for that particular month.

For the remaining term of the Lease Agreement, both LESSOR and LESSEE agree that:

LESSOR shall be responsible for the preventative maintenance and repair of the A/C unit.

OR

LESSEE shall be responsible for the preventative maintenance and repair of the A/C unit.

ADDENDUM: B

LEASE NO.: 770:0246

LESSEE

LESSOR

FLORIDA FISH AND WILDLIFE
CONSERVATION COMMISSION

CITY OF APALACHICOLA

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

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UTILITIES

The **CITY OF APALACHICOLA** (hereinafter referred to as **LESSOR**), and the **FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION'S FISH AND WILDLIFE RESEARCH INSTITUTE** (hereinafter referred to as **LESSEE**) hereby agree to the following:

LESSEE shall establish an account with the Local Utility Authority for utility services connection to the **PREMISES**, and will promptly pay all billed utilities including gas, water, sewer, solid waste, storm water, and other power and electric light rates or charges which may become payable during the term of this lease.

LESSEE

LESSOR

**FLORIDA FISH AND WILDLIFE
CONSERVATION COMMISSION**

CITY OF APALACHICOLA

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

IT INFRASTRUCTURE

The **CITY OF APALACHICOLA** (hereinafter referred to as **LESSOR**), and the **FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION'S FIAH AND WILDLIFE RESEARCH INSTITUTE** (hereinafter referred to as **LESSEE**) hereby agree to the following.

LESSOR shall grant **LESSEE** full approval to perform at **LESSEE**'s expense cabling upgrades to the **PREMISES** otherwise known as the Harbor Master Building located at 479 Market Street, Apalachicola, FL. 32320. Upgrades shall consist of, but not be limited to:

- 1) **LESSEE'S** Third-Party contractor shall provide new data/phone cable from exterior street connection point into the **PREMISES LAN** room.
- 2) **LESSEE'S** Third-Party contractor shall install one (1) Network Rack in LAN room.
- 3) **LESSEE'S** Third-Party contractor shall install required network data/phone drops into each office, as well as other areas within the **PREMISES** that **LESSEE** determines data/phone Network connections are needed or required for **LESSEE** to perform daily tasks. It is understood by the **LESSOR** all Network data/phone drops shall penetrate the fixed ceilings in each office area, and be secured in industry approved, surface mounted cable molding in accordance with State and Local Building Codes.
- 4) **LESSEE** shall contract with a licensed electrical contractor to install one (1) 110V, 20AMP dedicated circuit with a 4-Way electrical outlet in dedicated LAN room to support **LESSEE'S** Network Infrastructure. All electrical work shall be in accordance with all State and Local Building Codes as it pertains to electrical upgrades.

LESSEE

LESSOR

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date



STATE OF FLORIDA
 DEPARTMENT OF Florida Fish and Wildlife Conservation Commission
LEASE ADDENDUM
 770 . 0246

ADDENDUM E - Air Quality Addendum

Lessor shall agree to the following at the Lessor's expense:

1. **Indoor Air Ventilation & Minimum Moisture Standards:**
 Lessor shall provide fresh air intake to the HVAC system at a minimum of 20 or more cubic feet per minute per person or as recommended by ASHRAE (American Society of Heating, Refrigerating and Air Conditioning Engineers) 62-2016. There shall be a minimum of four air changes per hour or greater in occupied spaces. Incoming fresh air is to be conditioned (filtered, heated or cooled.) Interior humidity in occupied spaces and conditioned storage areas shall not exceed 60% maximum relative humidity at temperatures ranging from 68 to 76 degrees Fahrenheit during occupied and unoccupied hours.

2. **Service & Filtration of HVAC Systems & Mold Growth:**
 To maintain operating efficiency and good hygiene, HVAC systems shall be serviced at regular intervals according to the manufacturer's recommendations or serviced at least annually by a licensed HVAC technician, please refer to the ACR 2013, Assessment, Cleaning and Restoration of HVAC Systems. Filtration shall be provided with the use of filters with a Minimum Efficiency Reporting Value (MERV) rating of 8 to 13. If the system is not capable of operating with MERV 8 filters, the Lessor must obtain a variance after evaluation by a Licensed Mechanical Engineer. Return and fresh air make-up shall be filtered and any by-pass around the filtration system shall be minimized with the use of filter spacers. Any mold growth within the air handler or connecting ductwork (supply air or return air side) is unacceptable and warrants immediate response to remediate and correct the causation of the mold growth. Annual maintenance reports of the systems mechanical operating systems shall be provided to Lessee on an annual basis.

3. **Moisture Intrusion & Mold Amplification:**
 The building envelope (roofs, exterior walls and floors) shall be maintained in such condition so as to prevent moisture intrusion to the interior that may result in bacterial amplification, or fungal growth on surfaces, furnishings or interstitial spaces. Any conditions suitable for the amplification of fungal spores on interior building materials, furnishings or contents are unacceptable.

4. **Lessee's Remedy to Indoor Air Quality:**
 In the event a suspected air quality problem arises, the Lessee reserves the right to have the indoor air quality tested at its own expense by a certified industrial hygienist (CIH) trained and experienced in indoor air quality assessments, (Chapter 468 Part XVI, Florida Statutes; Chapter 61-31, Florida Administrative Code; Chapter 455, Florida Statutes) to determine the cause and extent of the problem. After assessment, if test results indicate conclusively that a problem exists, the Lessor shall take immediate corrective action to remedy the situation and reimburse the Lessee for the costs of conducting such assessments and test(s). Remediation of unregulated indoor contaminants (i.e. mold, bacteria, dust mite allergens, or other bio aerosols) shall be carried out by a Florida Licensed Mold Remediator (Chapter 468 Part XVI, Florida Statutes; Chapter 61-31, Florida Administrative Code; Chapter 455, Florida Statutes). Additionally, any HVAC mold remediation operations (ductwork, air distribution, air handler and unit coil cleaning, etc.) must be performed by a Florida licensed mechanical contractor that is also a qualified Florida Licensed Mold Remediator. Remediation of mold growth that exceeds 10 square feet within HVAC systems, or that exceeds 100 square feet on building materials, must be carried out by a Florida Licensed Mold Remediator. Remediation of mold growth must be in accordance with written project specifications (also known as a mold remediation protocol) prepared by a certified industrial hygienist (CIH) trained and experienced in indoor air quality and is a Florida Licensed Mold Assessor. Independent third party oversight and testing of remediation activities shall be integral to the remediation specification. Remediation specifications should be prepared once a comprehensive assessment that delineates the extent and severity of mold damage and moisture sources has been performed. At no time shall the licensed mold remediation company perform any project monitoring or clearance testing. All project monitoring and clearance testing shall be performed per the project remediation specifications by a third-party certified industrial hygienist (CIH) trained and experienced in indoor air quality assessments, remediation and is also a Florida Licensed Mold Assessor.

Florida Fish and Wildlife Conservation Commission

City of Apalachicola

Lessee

Lessor

(x) _____
 Lessee Signature

(x) _____
 Lessor Signature

 Name/Title

 Name/Title

 Date

 Date